

**RUNNING SPRINGS WATER DISTRICT**  
**LEASE AGREEMENT FOR CANINE PARK**

This Lease Agreement (“Lease”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 by and between the Running Springs Water District, a California public agency (“RSWD” or “Lessor”) and the Rim of the World Recreation and Park District, a California public agency (“ROWRPD” or “Lessee”). Lessor and Lessee are sometimes collectively referred to herein as the “Parties.”

**RECITALS**

Lessor is the owner of certain real property located on Hunsaker Drive, Running Springs, California, as more particularly described in Exhibit “A” attached hereto and incorporated by reference herein (the “Property”). The Property is presently utilized as the site of a county library facility, a tot lot, basketball court and an undeveloped park area.

Lessor desires to lease to Lessee and Lessee desires to lease from Lessor a portion of the Property to be used as a community canine park (the “Premises”) as described in Exhibit “A-1 and A-2”, which is attached hereto and incorporated herein by this reference.

**AGREEMENT**

1. Premises Lease. Lessor hereby leases to the Lessee and Lessee leases from Lessor, on the terms and conditions set forth in this Lease, the Premises, which consists of approximately 9,000 square feet located at 2677 Whispering Pines Drive, Running Springs, California.

2. Term. The term of this Lease shall be for twenty five (25) years commencing on \_\_\_\_\_, 2023 and ending on \_\_\_\_\_, 2048 (the “Term”); provided, however, that either party may terminate this Lease upon 180 calendar days written notice to the other, with or without cause.

3. Extension of Lease Term. Lessee may extend the term of this Lease for two (2) additional five (5) year terms by providing Lessor with written notice of Lessee’s intention to extend the term of the lease at least ninety (90) calendar days prior to the expiration of the then current lease term.

4. Lease Payment. The Premises shall be leased to ROWRPD for the sum of One Dollar (\$1.00) per year, payable in advance on September 15 of each year of the term.

5. Permitted Use. The Premises shall be developed, maintained and used as a community canine (dog) park (the “Permitted Use”). No other use of the Premises shall be permitted. Lessee shall obtain and maintain any and all permits and licenses required by any federal, state, or local authority in connection with the permitted use of the Premises, in good standing at all times during the term of this Lease. Lessee shall not use, occupy or permit any portion of the Premises to be used or occupied in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement.

6. "AS-IS" Condition. LESSEE REPRESENTS THAT IT HAS MADE ANY AND ALL INVESTIGATIONS NECESSARY TO SATISFY LESSEE THAT THE PREMISES ARE SUITABLE FOR ITS INTENDED USE. LESSOR AND LESSEE ACKNOWLEDGE AND AGREE THAT LESSOR MAKES NO WARRANTY OR REPRESENTATION CONCERNING THE CONDITION OF THE PREMISES AND THAT LESSOR DELIVERS THE PREMISES TO LESSEE IN AN "AS-IS", "WHERE-IS" CONDITION. LESSEE SHALL BE RESPONSIBLE FOR THE COST OF ANY COMPLIANCE WITH ANY APPLICABLE LAW OR REGULATION.

7. Construction and Improvements. Lessee shall be solely responsible for the development, construction and maintenance of the Premises, at its sole cost and expense and shall not be entitled to reimbursement of any kind from Lessor. The development, construction and maintenance of the Premises shall include any and all installation of fencing, bridges, any and all landscaping, irrigation, lighting, signs, and any other improvements incidental to the use of the Premises as a community canine (dog) park. Lessee shall not use or permit the Premises or any part of it to be used, for any other purpose without the prior written approval of Lessor.

8. Taxes and Assessments. Lessee shall pay all taxes and assessments, including, without limitation, real estate, personal property, and possessory interest taxes, and any and all utility, city, or county assessments, for any purpose, assessed, levied, confirmed, or imposed during the Term.

9. Utilities. Lessee acknowledges that the Premises does not presently have any utility services. If Lessee desires utilities at the Premises, Lessee shall procure, or cause to be procured, without cost to Lessor, but only upon the prior written consent of Lessor, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance on the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any utilities to the Premises. Lessee shall pay the suppliers for all water, gas, electricity, light, telephone, power, and other utilities and communications services used by Lessee on the Premises during the Term, whether or not the services are billed directly to Lessee.

10. Ownership; Surrender. Subject to Lessor's right to require removal or elect ownership, all improvements, alterations and utility installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. All Lessee owned improvements, alterations and utility installations shall, at the expiration or termination of this Lease, be removed from the Property and the Premises shall be restored to its current, undeveloped state.

11. Signage. Lessee may provide, at its own cost and expense, signage in a manner consistent with all applicable State and local laws, rules and regulations. The form and substance of the signage shall be subject Lessee's sole discretion. Lessor may, in a manner consistent with all applicable State and local laws, rules and regulations, place signs on the Property advertising the availability of the Property for sale or lease.

12. Insurance. Lessee shall, as a condition precedent to execution of this Lease by Lessor, furnish to Lessor, and at all times during the existence of this Lease maintain in full force and effect, at its own cost and expense, a general comprehensive liability insurance policy,

including but not limited to coverage for premises operations, explosion and collapse hazard, underground hazard, contractual insurance, property damage, independent contractors and personal injury or death in comprehensive form, in protection of Lessor, its elected and appointed officials, officers, boards, commissions, agents and employees, protecting Lessor and all persons against liability for loss or damage for personal injury, death and property damage, occasioned by the operations of Lessee under this Agreement, with minimum liability limits of Two Million Dollars (\$2,000,000) for personal injury or death of any one person and Five Million Dollars (\$5,000,000) for personal injury or death of two or more persons in any one occurrence, and One Million Dollars (\$1,000,000) for damage to property resulting from any one occurrence. Lessor shall be named as an additional insured and such insurance shall contain a provision that a written notice of cancellation or reduction in coverage of said policy shall be delivered to Lessor at least thirty (30) calendar days in advance of the effective date thereof. The insurance policy shall contain the following endorsements: (a) naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured; and (b) the provisions of the policy will not be changed, suspended, cancelled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured thirty (30) days written notice.

### 13. Indemnification.

(a) Lessee shall indemnify and hold Lessor, and its elected officials, managers, directors, officers, trustees, employees, contractors, agents, representatives, successors and assigns (each a "Lessor Party"), harmless from any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, and expenses (including without limitation attorneys' fees and court costs) incurred in connection with or arising from (1) the use or occupancy of the Premises by Lessee, invitees or licensees of Lessee; (2) any activity, work, or thing done or permitted or suffered by Lessee in or about the Premises; (3) any acts, omissions, or negligence of Lessee, any person claiming under Lessee, or the employees, agents, contractors, invitees or licensees of Lessee, (4) any breach, violation, or nonperformance by Lessee, any person claiming under Lessee, or the employees, agents, contractors, invitees or licensees of Lessee of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind; or (5) any injury or damage to the person, including death or serious injury, property, or operation of Lessee or its employees, agents, contractors, invitees or licensees of Lessee, or any other person entering upon the Premises under the express or implied invitation of Lessee. The foregoing indemnity shall not apply to the extent any liability, claim or damage is the result of Lessor's negligence or willful misconduct. If any action or proceeding is brought against Lessor, or a Lessor Party, by reason of any claim, Lessee, upon notice from Lessor, will defend the claim at Lessee's expense with counsel reasonably satisfactory to Lessor.

14. Claims or Liens. Lessee shall not suffer or permit any liens to be made or filed against the Premises by reason of labor forces, services or materials supplied (or claimed to have been supplied) to Lessee, and Lessee agrees to indemnify and hold harmless the Lessor and the Property against any such liens. If any such lien shall at any time be filed against the Property, Lessee shall, within thirty (30) calendar days after notice to Lessor of the filing thereof, cause the same to be discharged of record; provided, however, that Lessee shall have the right to contest the amount or validity, in whole or in part, of any such lien by appropriate proceedings. In the

event of such protest, Lessee shall first notify the Lessor and, if requested by the Lessor, Lessee shall promptly bond such lien in the manner authorized by law with a responsible surety company qualified to do business in the State of California. Lessee shall prosecute the contest of such proceedings with due diligence and at no cost or expense to the Lessor.

15. Assignment. Lessee shall not assign this Lease, or any interest in it or portion thereof, without the prior written consent of Lessor.

16. Events of Default. The following occurrences are “events of default”:

(a) Lessee defaults in the due and punctual payment of any amount due to Lessor hereunder, and the default continues for thirty (30) days after notice from Lessor;

(b) Lessee substantially fails to maintain the Premises;

(c) Lessee substantially breaches any of the other agreements, terms, covenants, or conditions that this Lease requires Lessee to perform, and the breach continues for a period of thirty (30) days after notice by Lessor to Lessee.

16. Remedies. In addition to any other remedies that Lessor may have under law or equity, if any one or more material events of default set forth under this Lease occurs and Lessee has not cured in the time provided for, then Lessor may, at its election, terminate this Lease.

17. Severability. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and shall not be affected, impaired or invalidated thereby.

18. Attorney’s Fees. In case either party brings an action to enforce any term or condition of this Lease, the prevailing party shall be entitled to its reasonable attorney’s fees as determined by the court, and all other costs and expenses related to such action.

19. Waiver. The waiver by either Party of the breach of any provision of this Lease shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

20. Binding on Successors. Subject to the provisions of paragraph 15, this Lease shall apply to and be binding upon the heirs, successors, executors, administrators, and assigns of the Parties hereto.

21. Captions. The various headings contained herein and the grouping of the provisions of this Lease into separate paragraphs are for the purpose of convenience only and shall not be considered in interpreting the provisions of this Lease.

22. Notices. Any and all notices which are required under the terms and conditions of this Lease or which either Lessor or Lessee desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested, addressed as follows:

ROWRPD:  
P.O. Box 8  
26577 State Hwy. 18  
Rimforest, CA 92378  
Attn: General Manager

RSWD:  
P.O. Box 2206  
31242 Hilltop Blvd.  
Running Springs, CA 92382  
Attn: General Manager

Any notice so given shall be considered served on the other party three (3) calendar days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

23. Authority. Each Party to this Lease represents and warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform its obligations under the Lease. Each Party warrants that the individual who has signed this Lease has the legal power, right and authority to make and enter into this Lease and bind each respective Party.

24. Entire Agreement. This Lease, along with any exhibits and attachments attached hereto and incorporated herein by reference, constitutes the entire agreement between the Lessor and the Lessee relative to the Premises, and may only be modified by mutual consent of the Parties in writing.

25. Governing Law. This Lease shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date first written above.

LESSOR:

Running Springs Water District, a California public agency

By: \_\_\_\_\_  
Name: Ryan Gross  
Its: General Manager

LESSEE:

Rim of the World Recreation and Park District, a California public agency

By: \_\_\_\_\_  
Name:  
Its:

## EXHIBIT "A"

### Description of the Property

**General Description of Property:** All that portion of Lot A and Blocks 4 and 9, all of Tract 1847, in the County of San Bernardino, State of California, as per Plat Recorded in Book 27 of Maps, Pages 39 and 39, Records of said County, described as follows:

Commencing at the intersection of Palo Alto Way and Spring Drive, as shown on said map of Tract 1847; thence S20°04'30"W along the centerline of said Palo Alto Way, a distance of 46.07 feet; thence at right angles S69°55'30"E, 10.00 feet to the southeasterly line of said Palo Alto Way, 20.00 feet, said point being also at the beginning of a tangent curve to the northeast; thence northeasterly along said curve concave southeasterly and having a radius of 60.00 feet through a central angle of 66°41'50", a distance of 69.85 feet to the southerly line of said Spring Drive, 20.00 feet wide; thence N86°45'20"E along said southerly line of Spring Drive, a distance of 150.00 feet to the TRUE POINT OF BEGINNING; thence continuing along the southerly line of Spring Drive, a distance of 234.99 feet to the beginning of a tangent curve to the southeast; thence southeasterly along said curve concave southwesterly and having a radius of 35.00 feet, through a central angle of 103°58'40", a distance of 63.52 feet to the westerly line of Hunsaker Drive, 40.00 feet wide; thence S10°45'00"W along said westerly line of Hunsaker Drive, a distance of 298.62 feet to the beginning of a tangent curve to the southwest; thence southwesterly along said curve concave northwesterly and having a radius of 60.00 feet, through a central angle of 72°39'40", a distance of 76.09 feet to the northerly line of Whispering Pines Drive, 20.00 feet wide; thence S83°24'40"W along said northerly line of Whispering Pines Drive, a distance of 48.66 feet to the beginning of a tangent curve; thence westerly along said northerly line and along said curve concave northerly and having a radius of 100.00 feet through a central angle of 16°58'00", a distance of 29.61 feet; thence N79°37'20"W along said northerly line of Whispering Pines Drive, a distance of 279.86 feet to the beginning of a tangent curve; thence leaving said northerly line of Whispering Pines Drive, N27°07'30"E, 363.11 feet to the TRUE POINT OF BEGINNING.

Together with that portion of Park Drive vacated by Resolution of the Board of Supervisors San Bernardino County, California, which would pass by operation of law by conveyance of said property.

A certified copy of said resolution being recorded in Book 1367, Page 461, Official Records.

Together with that portion of Ranger Drive vacated by Resolution of the Board of Supervisors San Bernardino County, California, which would pass by operation of law by conveyance of said property.

A certified copy of said resolution being recorded in Book 1367, Page 461, Official Records.

EXHIBIT "A-1 and A-2"

Lease Portion of Property

# EXHIBIT "A-1"

Lease Area – Over a portion of Lot A and Block 4, Tract 1847, as recorded in Map Book 27, pages 38 through 39, of maps, in the Recorders Office of San Bernardino County, State of California.

Basis of Bearings for this Lease area are based on Record of Survey Book 120 pages 23 through 24 as recorded in the Recorders Office of San Bernardino County, State of California.

Said Lease area is more particularly described as follows:

**Commencing** at the northerly 20 foot right of way on Whispering Pines Drive as shown on said Record of Survey Book 120, Page 23; thence South 79 Degrees 24 Minutes 18 Seconds East, along the northerly right of way of Whispering Pines Drive, a distance of 186.46 feet; thence North 30 Degrees 35 Minutes 45 Seconds East a distance of 186.46 feet; thence North 11 Degrees 21 Minutes 58 Seconds East a distance of 57.55 feet to the **Point of Beginning**; thence North 11 Degrees 21 Minutes 58 Seconds East a distance of 141.16 feet to the southerly 10' foot right of way of Spring Drive; thence North 86 Degrees 58 Minutes 33 Seconds East, along the southerly right of way of Spring Drive, a distance of 115.85 feet to the beginning of a 25.00 foot tangent curve, concave to the Southwest; thence Southeasterly, along said curve, through a central angle of 103 Degrees 58 Minutes 50 Seconds an arc distance of 45.37 feet; to the Westerly 20 foot right of way of Hunsaker Drive; thence tangent to said curve, South 10 Degrees 57 Minutes 23 Seconds West, along the westerly 20 foot right of way of Hunsaker Drive, a distance of 203.42 feet; thence North 77 Degrees 39 Minutes 35 Seconds West a distance of 104.12 feet; thence North 12 Degrees 20 Minutes 25 Seconds East a distance of 55.00 feet; thence North 77 Degrees 36 Minutes 32 Seconds West a distance of 41.71 feet to the **Point of Beginning**.

Said easement is depicted by the hatched area on Exhibit "A-2" attached hereto and incorporated herein by this reference.

This legal description prepared by me or under my direction August 31, 2023

  
Bradley L. Brier, PLS 4153  
Renewal date: 6/30/2024





# EXHIBIT "A-2"

LOT A, BLOCK 4, TRACT 1847

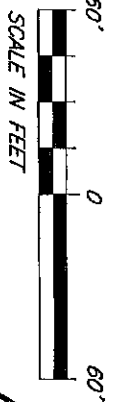
MAP BOOK 27 PAGES 38-39

N 20°18'04" E 252.31'

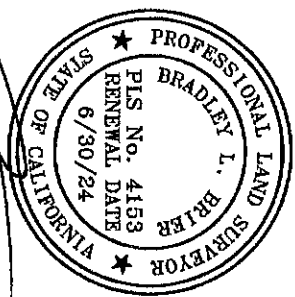
S C A L L E

PLAN: 1" = 60'

Date: AUGUST 31, 2023



BRADLEY L. BRIER, INC.  
Land Surveying  
Lake Arrowhead, CA  
(909) 337-2066



LOT A  
R.S. 120/23-24

Bradley L. Brier

N 86°58'33" E 498.80'

SPRING DRIVE

N 86°58'33" E 131.82'

NO PHYSICAL ROAD

N 86°58'33" E

115.85'

D=103°58'50"  
R=25.00'  
L=45.37'

POINT OF BEGINNING

N 11°21'58" E 198.70'

LEASE AREA

141.16'

57.55'

DECK

DECK

LIBRARY

CONC.

TRAMP

ASPHALT PAVING

TRAVEL WAY

WHISPERING PINES DRIVE

HUNSAKER DRIVE

N 30°35'45" E 364.86'

N 77°39'35" W 104.12'

N 10°57'23" E 406.69'

HUNSAKER DRIVE

N 79°24'18" W 186.46'

N 30°35'45" E 186.46'

N 77°39'35" W 104.12'

N 10°57'23" E 318.00'

N 79°24'18" W 186.46'

N 79°24'36" W 89.68'

N 77°39'35" W 104.12'

N 10°57'23" E 318.00'

WHISPERING PINES DRIVE

N 79°24'18" W 315.13'

N 83°35'06" E 127.09'

N 10°57'23" E 318.00'

WHISPERING PINES DRIVE

N 83°35'06" E 127.09'

N 10°57'23" E 318.00'