

SANTA ROSA VALLEY PARK LEASE AGREEMENT

This LEASE AGREEMENT is made and entered into by and between:

THE COUNTY OF VENTURA,

hereinafter "County" and;

STEPPING STONES RIDING PROGRAM, a non-profit California corporation

hereinafter "Lessee".

The above mentioned parties agree that:

1. **PROPERTY LEASED.** County hereby leases to Lessee and Lessee hereby rents from County the property, hereinafter called "Premises," located in the Santa Rosa Valley, an unincorporated portion of the County of Ventura, State of California, and described as approximately one and a half (1.5) acres of undeveloped land and a parking area located adjacent to the public arena. The Premises are pictorially shown on Exhibit "A," attached hereto and made a material part hereof.
2. **RENT.** Lessee shall pay to County during the term of this Agreement, rent of \$500 per month. Subsequent rent payments shall be adjusted annually by the Consumer Price Index (CPI) for the Los Angeles area for all urban consumers. Monthly rent shall be due and payable in advance on or before the first (1st) day of each month during the term of the Lease, and shall be delinquent if not paid or postmarked on or before the tenth (10th) day of the month.

CPI rent increase shall be adjusted on the "anniversary" month of the commencement date and shall be retroactive if necessary, shall not be less than current rent.

CPI formula = (Rent) + ((IR-IL)/IL * Rent)

IR is the Consumer Price Index for the month which is three (3) months immediately preceding the month in which the second year and each succeeding year commence. IL is the Consumer Price Index for the month which is three (3) months immediately preceding the month in which this agreement commenced or adjusted.

3. **TERM.** The term of this Lease shall be five (5) years, commencing on the first day of the month following execution by County and terminating five (5) years after that date. Either party may terminate this Agreement by giving ninety (90) days written notice to the other party.
4. **HOLDOVER:** If Lessee holds possession of the leased Premises after the

expiration of the term of this Agreement, or any extension thereof with consent of County either expressed or implied, Lessee shall become a tenant from month to month.

5. REQUIRED USES AND SERVICES. Lessee shall operate the Premises as an equestrian boarding and care facility within the "Required Uses and Services" as indicated on Exhibit "B" attached hereto. No other uses are permitted without the written consent of the General Services Agency (GSA) Director. County reserves the right to give or withhold any such consent in its sole and absolute discretion. Special events must be permitted with the Parks Department and approval is conditional upon other previously scheduled uses of the park. All local laws, including building and safety, health, fire, alcoholic beverage control, amendment to conditional use permits, etc. must be complied with as a condition of this Agreement and shall be the responsibility of the Lessee.

Any design, construction, or maintenance shall receive prior written approval of the GSA Director and shall meet all of the requirements contained in this Agreement. Lessee shall cause to be installed on the Premises at no cost to County, any additional improvements to adequately accommodate those Uses and Services required under this Lease.

6. LESSEE EXPENSES. The intent of this Lease is to create an "absolute" net Lease in favor of the County, i.e., all fixed and operating expenses including, but not limited to, water, trash, taxes, assessments, repairs, replacements, maintenance, etc. are the sole responsibility of and shall be promptly paid by the Lessee. Any pre-existing environmental conditions requiring correction shall be the responsibility of the County.
7. MAINTENANCE RESPONSIBILITIES. Lessee shall maintain the Premises in accordance with that more particularly described in Exhibit "C" attached hereto and made a material part hereof, and subject to modification from time to time at County's discretion. Periodic inspections by the County shall be conducted on the maintenance, operations, and safety factors involved with the leased premises. Failure to correct deficiencies or problems as identified by County shall be considered a Breach of the Lease subject to the provisions of Paragraph 16 of the Lease.
8. PARK IMPROVEMENTS. Lessee shall at its own cost and expense, cause to be constructed, those certain Park Improvements all as more particularly defined on Exhibit "D" attached hereto and made a material part hereof. Any structures or improvements erected or placed on Premises by Lessee shall be constructed, erected or placed thereon in full compliance with all applicable local, State and Federal laws, and shall have the prior written approval of the Director or his/her designee before commencement of work.
9. NOTICE AND PAYMENTS. All notices and communications required under this Agreement shall be in writing and may be given by personal delivery or by Certified United States (U.S.) Mail, postage prepaid. Notices shall be deemed given on the day of personal delivery or on the day of postmark by U.S. Mail. Payments shall

be deemed delivered at the time a valid negotiable instrument of payment is hand delivered or postmarked by the U.S. Mail.

All notices and payments to Lessee shall be addressed or delivered to:

Stepping Stones Riding Program
2539 Young Avenue
Thousand Oaks, CA 91360
nancyestrada42@hotmail.com

All notices and payments to County shall be addressed or delivered to:

County of Ventura
General Services Agency
Parks Department
800 South Victoria Avenue, L#1030
Ventura, CA 93009

Either party may designate a different address by giving thirty (30) days written notice to the other party, as set forth in this Section.

If Lessee is not a resident of the County of Ventura, or is an association, partnership, or limited liability company without a member or partner residing in the County of Ventura, or is a foreign corporation, Lessee shall file with County a designation stating the name, address, telephone and facsimile number of an agent that resides in the County of Ventura for service of process in any court action between Lessee and County, arising out of or based on this Agreement. Service of process upon such agent shall constitute service upon Lessee.

10. FEE FOR FAILURE TO PAY WHEN DUE. All monies, including without limitation, rent, security deposit, fees for failure to pay when due, and any other payments that Lessee is obligated to make, which are payable to County by Lessee are agreed to be payable without abatement, deduction, or offset of any kind or character whatsoever.

If money payable to County as a condition of this Lease is not paid before the delinquency date, a late charge of five percent (2%) of the amount due and unpaid, but not less than \$25 as liquidated damages, shall immediately be added to the amount due and unpaid and such total sum shall be due and payable to County as of the original delinquency date. An additional late charge of 2% of all amounts due and unpaid, but not less than \$25, shall be added for each subsequent 30-day period following the fifteen-day late charge assessment. Lessee acknowledges that late payment to County by Lessee will cause County to incur costs not contemplated by this Agreement. The parties agree that such loss will be difficult or impracticable to determine and this late charge represents a fair and reasonable estimate of the costs that County will incur by reason of late payment by Lessee. Acceptance of any late charges shall not constitute a waiver of Lessee's default with respect to the overdue amount, including the collection of legal interest on late payments due the County and the collection of liquidated

damages.

11. SECURITY DEPOSIT: Lessee shall provide County with, and at all times thereafter maintain, a cash security deposit or certificate of deposit in the amount of \$500. The Security Deposit shall guarantee Lessee's full and faithful performance of all the terms, covenants, and conditions of this Lease.

If at any time during the term of this Lease, any rent or any other sum payable to County shall be overdue and unpaid, County may, at County's option, apply any portion of this Security Deposit to the payment of any overdue rent or any other sums due and payable to County under this Lease. Should the entire Security Deposit or any portion thereof be appropriated and applied by County for the payment of overdue rent or any such other sum due and payable to County by Lessee, Lessee shall within thirty (30) days after written demand by County restore said Security Deposit to the required amount.

Lessee shall maintain the required Security Deposit throughout the Lease term. Failure to do so shall be deemed a default and shall be grounds for immediate termination of this Lease. The Security Deposit shall be rebated, reassigned, released, or endorsed to Lessee or order, as applicable, at the end of the Lease term, provided Lessee is not then in default and has performed its obligations required to be performed upon termination of this Lease.

12. INSURANCE. Lessee, at its own expense, shall procure and maintain with respect to the leased Premises and operations conducted thereon, the following types of insurance:

- A. Commercial General Liability "occurrence" insurance against bodily injury and against property damage. Said insurance shall have a combined single limit of liability for bodily injuries and property damage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, operations, broad form blanket contractual and fifty thousand dollars fire legal liability.
- B. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees and Employer's Liability in the minimum amount of million dollars. If Lessee has no employees, County requires that the declaration should be in writing.
- C. Property insurance to cover buildings owned by Lessee which are situated on Premises and their contents, both valued on a replacement cost basis, for the perils of fire, extended coverage and vandalism and malicious mischief.

All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be in excess of Lessee's insurance coverage and will not contribute to it. The County of Ventura and its agents, and volunteers are to be named as Additional Insured as respects work

and operations done or conducted by Lessee under the terms of this lease agreement on all policies required (except Workers' Compensation). Lessee agrees to waive all rights of subrogation against the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers for losses arising from work performed or operations conducted by Lessee under this agreement. Said insurance shall not be canceled or terminated without thirty (30) days prior written notice given to County. Lessee shall furnish County with the following insurance documents on or before the effective date of this agreement:

1. Certificates of Insurance for all required coverages.
2. Additional Insured endorsements.
3. Waiver of Subrogation endorsements (a.k.a. Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Rights to Recover from Others).

13. TAXABLE POSSESSORY INTERESTS AND TAXES. A taxable possessory interest may be created by this Agreement and Lessee may be subject to the payment of property taxes levied on such interest. Lessee shall pay, before delinquent, any and all taxes and assessments levied upon the leased Premises or against Lessee by reason of Lessee's use and occupancy of the Premises.
14. HOLD HARMLESS. Lessee shall defend, through attorneys approved by County, indemnify and hold harmless County and its boards, agencies, department, officers, agents, employees, and volunteers (collectively, "Indemnitee") from and against any and all claims, lawsuits, judgments, debts, demands and liability (including attorney fees and costs) (collectively, Third Party Claims"), including without limitation, those arising from injuries or death of persons and/or from damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Lessee, except third party claims arising through the sole negligence or sole willful misconduct of Indemnitee. Lessee shall not settle or otherwise compromise a Third-Party Claim covered by this section without County's advance written approval.
15. ASSIGNMENT AND SUBLETTING. Lessee shall not suffer any person to occupy or use the leased Premises or any portion thereof except in the normal course of business of the uses expressly permitted hereunder without the prior written approval of County. Lessee shall not assign this Lease or any interest therein or sublet the leased Premises or any part thereof or any right or privilege appurtenant thereto without the prior written approval of County. County reserves the right to give or withhold any such approval in its sole and absolute discretion.
16. DEFAULT OR BREACH.
 - A. Lessee shall not be considered in default or breach as to any provision of his Lease when such default or breach is the result of compliance with, or pursuant to, any process, order, or decree of any court or regulatory body

of competent jurisdiction.

- B. Each term and provision in this Lease to be kept, observed, or performed by Lessee shall be construed to be both a covenant and a condition.
- C. If Lessee shall default or breach any covenant or condition to be kept, observed, or performed by Lessee, County shall give written Notice of Default or Breach to Lessee. Lessee shall have thirty (30) days after service of said notice in which to cure, remedy, and correct said default or breach, or in which to commence and diligently pursue the performance of the thing or work required to be done to cure, remedy, and correct said default or breach. Should Lessee fail to so cure, remedy and correct such default or breach, or to commence and diligently pursue such corrective remedial action within and during said thirty (30) day period, or should thereafter fail to diligently pursue such corrective action, County shall have the right, but not the obligation, to terminate this Lease.
- D. The failure of the County to give Notice of Default or Breach of the Lease or terminate the Lease because of a default or breach thereof or exercise any other right conferred on it pursuant to the Lease, shall not be a waiver of any right or rights conferred by the Lease nor shall County be estopped to assert such right or rights at any reasonable time after County has knowledge of a breach or default.
- E. No waiver of any default or breach shall constitute a waiver of any other default or breach, whether of the same or any other term, covenant, or condition. No waiver, benefit, privilege, or service voluntarily given or performed by County or Lessee shall give the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of rent pursuant to this Lease shall not constitute a waiver of any preceding default by Lessee other than a default in the payment of the particular rental payment so accepted, regardless of County's knowledge of the preceding breach at the time of accepting the rent, nor shall acceptance of rent or any other payment after termination of Lease constitute reinstatement, extension, or renewal of this Lease or revocation of any notice or other act by County.

17. DESTRUCTION.

- A. If a total destruction occurs during the term of this Lease due to an act of God or nature, then either Lessee or County shall have the option to cancel this Lease by Lessee or County sending written Notice of Cancellation within thirty (30) days of such destruction.
- B. If partial destruction occurs during the term of this Lease due to an act of God or nature, County shall prorate the monthly rent based on the usability of the Premises; however, in no event shall the monthly rent be less than one-half of the amount of the monthly rent.

18. REMOVAL OF IMPROVEMENTS.

- A. All improvement constructed on the leased Premises by Lessee shall be owned by Lessee until expiration or sooner termination of this Lease. Lessee shall not, however, remove any improvements from the leased Premises nor waste, destroy, or modify any improvements on the leased premises except as permitted by this Lease.
 - B. At the expiration, termination, or cancellation of the Lease, Lessee shall within sixty (60) days at its own expense, remove all improvements, personal property, installations of any kind owned or placed on the leased Premises by Lessee, and shall leave the leased Premises in substantially the same condition as when first occupied by Lessee. County, however, may elect at the expiration, termination, or cancellation of this Lease to negotiate to acquire Lessee's improvements installations, personal property, or any part thereof. If County elects to negotiate, it shall send written notice of such election within ten (10) days of the expiration, termination, or cancellation of the Lease. If no agreement for acquisition is reached, County shall send written Notice to Remove Improvements. Within sixty (60) days after the date of such notice, Lessee shall remove all such improvement as above provided.
 - C. If Lessee does not remove or has not completed removal of its improvements, installations, and personal property as provided herein, title thereto shall vest in County. County may remove or cause to be removed or sold or destroyed the improvements and installations on the leased Premises and Lessee shall pay to County the reasonable and actual cost of any such removal, sale or destruction, in excess of any consideration received by County as a result of said sale, removal, or demolition. Alternatively, County may keep some or all of the improvements, installations, and personal property left by Lessee but County will owe no compensation to Lessee for these items.
19. MEMBERSHIP POLICY. Membership, or the right to maintain a membership for the use of the facilities operated by the Lessee, shall be open to all interested persons on equal, nondiscriminatory and reasonable terms.
20. CONTROLLED PRICES. All rates and charges to patrons served on or from the Premises shall be in accordance to those set by the Board of Directors of the Lessee. Lessee shall, at all times, maintain a Schedule of Prices charged for all goods or services or combinations thereof supplied to the public or from the Premises whether the same are supplied by the Lessee or by any sub-lessee, assignee, concessionaire, permittee, or licensee.
21. VOLUNTEER HOURS. Lessee shall provide the annual total of volunteer hours provided by Stepping Stones Riding Program members. Hours shall be submitted each year to the County of Ventura Parks Director and Parks Manager. Hours shall be submitted no later than 30 days of the anniversary of execution date of the Lease Agreement.

22. RIGHT TO ENTER. The County shall have the right to enter Lessee's facilities at any time for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

“COUNTY”

By: J. Colter Chisum, P.E.
Director
County of Ventura, General Services Agency

Date:

“LESSEE”



By: Nancy Estrada
President
Stepping Stones Riding Program

Date: 12/28/2023

- Attachments:** **Exhibit A** Property Leased
Exhibit B Required Uses and Services
Exhibit C Maintenance Responsibilities
Exhibit D Improvements

EXHIBIT A
PROPERTY LEASED

Park Name: Santa Rosa Valley Park
Location: 10241 Hill Canyon Rd, Camarillo, Ca 93012
Leased Area: Approximately 1.5 Acres
Location Map:



EXHIBIT B REQUIRED USES AND SERVICES

1. Operate an equestrian boarding and care facility for use by Stepping Stones Riding Program members.
2. The facility will include barns and corrals, storage containers, manure removal bin, hay storage and trailer parking substantially as shown below:

Legend:

- Yellow – Barns with surrounding Corrals
- Orange – Storage Containers
- Light Blue – Trailer Parking
- Dark Green – Hay Storage
- Light Green – Manure Removal Bin
- Dark Blue – Water Line



EXHIBIT C
MAINTENANCE RESPONSIBILITIES

1. Site maintenance, including tree trimming, clearing over-grown brush. Removal of volunteer palms.
2. Stepping Stones Riding Program (SSRP) shall drag the arena at least twice a month.
3. SSRP shall maintain a manure bin and provide haul of services at a location within the Premises. SSRP shall not be required to provide manure disposal for the public arena area.
4. SSRP is allowed access to the perimeter road with the understanding that it may not be maintained or usable in all weather. This access shall be used by SSRP staff and not SSRP customers.
5. Maintain and repair (as needed) all safety fences and barriers around the facility and structures.
6. Maintain leased Premises in a clean and safe condition for use by members and maintain a tidy site that does not impact the visual appeal of the park.
7. Perform annual weed abatement as required by the Ventura County Fire Protection District within fenced/leased property.

EXHIBIT D **IMPROVEMENTS**

The Stepping Stones Riding Program, at its cost, agrees to maintain and plan on making the following improvements:

Planned Improvements

- Install perimeter fencing around premises.
- Install all boarding and equestrian care facilities within Premises.
- Install waterline along east side of area. Shop drawing approval required in advance of installation. Parks department to oversee and assist with connection. Submeter required.