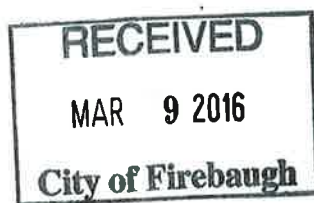




San Joaquin River
Parkway and
Conservation Trust, Inc.

City of Firebaugh
1133 "P" Street
Firebaugh, CA 93622



March 7, 2016

To Whom It May Concern,

**BOARD OF
DIRECTORS**

Bart Bohn
President

Anna Wattenbarger
Vice President

Janice Bissonnette
Treasurer

Jennifer Williamson
Secretary

Coke Hallowell
Chairman of the Board

Susan Anderson
Candy Barnes
Sheri Bohigian
Jane Campbell
Ryan Commons
Debbie Doerksen
Greg Estep
George Folsom
William Golden
Tom Harmon
Tom Holyoke
Ron Manfredi
Elise Moir
Edward B. Morgan
Caroi Ann Moses
Julia O'Kane
Lyn Peters
Sue Seiden
Frances Squire
Kevin Statham

Dowling Aaron Inc.
Christopher A. Brown
General Counsel

Sharon Weaver
Executive Director

I am writing on behalf of the San Joaquin River Parkway and Conservation Trust's River Camp Firebaugh program. As the new Community Programs Director for the Trust, I am excited at the opportunity to once again offer this amazing program to the children of Firebaugh and Mendota.

River Camp is designed to provide children with the opportunity to reconnect to the natural world. At camp we provide a fun and safe environment for kids to be physically active, imaginative, and curious about nature. What started as a two-week pilot program during the summer of 2012 has grown into a tradition that is fostering a deeper connection to the San Joaquin River among local children and families. This year we plan to offer 4 one-week camp sessions, each accommodating up to 50 campers.

In 2016, we would like to once again request use of the Andrew Firebaugh Community Center and Park for our program. Our proposed schedule is as follows:

June 30: One day in-person registration event

July 7-8: River Camp Firebaugh Staff Training

July 11-15: River Camp Firebaugh Week 1

July 18-22: River Camp Firebaugh Week 2

July 25-29: River Camp Firebaugh Week 3

August 1-5: River Camp Firebaugh Week 4

Over the past few years, we have been lucky enough to work closely with both the City of Firebaugh and the Firebaugh-Las Deltas School District to run successful programs and increase our impact on the local community.

Thank you for once again allowing us the opportunity to make this request. If you need any additional information, I am more than happy to provide it. We are so appreciative of the support we have received from your community, and are looking forward to making 2016 the best summer yet.

Sincerely,

Molly Schnur-Salimbene, Community Program Director
248-8480 ext. 104

mschnur-salimbene@riverparkway.org



CREATING AND PROTECTING THE SAN JOAQUIN RIVER PARKWAY

11605 Old Friant Road • Fresno, California 93730-9701 • 559.248.8480 • Fax 559.248.8474 • www.riverparkway.org



**JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY**

THIS AGREEMENT, dated as of January 1, 2004, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the "Members" and those parties initially executing this Agreement are referred to as the "Initial Members"):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a "public agency" as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations; and

WHEREAS, each Member is also empowered by law to acquire and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, including leases or installment sale agreements or certificates of participation therein (herein "Bonds"), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or retirement programs or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, it is further the intention of the Members that the projects undertaken will result in significant public benefits to the inhabitants of the jurisdictions of the Members; and

WHEREAS, by this Agreement, each Member desires to create and establish the "California Municipal Finance Authority" for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other applicable law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement or other instrument pursuant to which such Bonds are issued, or unless a successor to the Authority assumes all of the Authority's debts, liabilities and obligations.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Municipal Finance Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Members. Its

debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members.

B. BOARD.

The Authority shall be administered by the Board of Directors (the "Board," or the "Directors" and each a "Director") of the California Foundation for Stronger Communities, a nonprofit public benefit corporation organized under the laws of the State of California (the "Foundation"), with each such Director serving in his or her individual capacity as a Director of the Board. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein. The number of Directors, the appointment of Directors, alternates and successors, their respective terms of office, and all other provisions relating to the qualification and office of the Directors shall be as provided in the Articles and Bylaws of the Foundation, or by resolution of the Board adopted in accordance with the Bylaws of the Foundation.

All references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director.

Directors may receive reasonable compensation for serving as such, and shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

The Foundation may be removed as administering agent hereunder and replaced at any time by amendment of this Agreement approved as provided in Section 16; provided that a successor administering agent of this Agreement has been appointed and accepted its duties and responsibilities under this Agreement.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, and except as may otherwise be

specified by resolution of the Board, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors constituting a quorum, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to make grants, loans or provide other financial assistance to governmental and nonprofit organizations (e.g., the Members or the Foundation) to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in

connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing board of a Member.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2004.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

Section 7. Bonds.

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the

principal of, premium, if any, or interest on the Bonds nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 9. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

Section 10. Funds.

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 11. Notices.

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided, however, that to the extent permitted by law, the Authority may, provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

Section 12. Additional Members/Withdrawal of Members.

Qualifying public agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Section 13. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 14. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and nonprofit organizations (e.g., the Foundation) to accomplish any of the governmental unit's or nonprofit organization's purposes.

Section 15. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

Section 16. Amendments.

Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered, unless the negative consent of each of the Members is obtained. To obtain the negative consent of each of the Members, the following negative consent procedure shall be followed: (a) the Authority shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

Section 17. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof.

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the City of Firebaugh has caused this Agreement to be executed and attested by its duly authorized representatives as of the ____ day of _____, 2015.

Member:

CITY OF FIREBAUGH

By _____
Name:
Title:

ATTEST:

Clerk

REAL PROPERTY LEASE

This Real Property Lease Agreement ("Lease") is made and entered into _____, 2016 ("Lease Date") between the City of Firebaugh ("City" or "Lessor") and [Jose Omar Perez and Gabriela Castaneda] ("Lessee"), pursuant to the following recitals, which are a substantive part of this agreement:

RECITALS

A. City owns undeveloped real property located at [1284 N Street] in the City of Firebaugh, as more particularly described and depicted in Exhibit A ("Property").

B. Lessee owns and operates a restaurant known as the Giant Burger on a parcel that adjoins the Property ("Restaurant"). Lessee wishes to lease the Property from the City in order to use it as a parking lot for the Restaurant.

C. City and Lessee desire to enter into a lease allowing Lessee to use the Property in accordance with the terms and conditions of this Lease.

NOW, THEREFORE, City and Lessee agree as follows:

AGREEMENT

1. **Lease of Property and Term.** City hereby leases to Lessee the Property for a term commencing on the Lease date and ending on March 31, 2026. Any hold over term shall be on a month-to-month basis.
2. **Property Leased AS IS.** The Property is leased to Lessee, and Lessee accepts the Property, in its existing "AS IS" condition on the date of this Lease. Lessee also accepts the Property subject to all existing easements, licenses, and any other recorded or unrecorded encumbrance. City shall not be required to make or construct any alteration including structural changes, additions or improvements to the Property and shall have no maintenance or repair obligations with respect to the Property. Lessee acknowledges that neither City, nor any officer, employee or agent of City has made any representation or warranty with respect to the condition of the Property, the suitability of the Property for the intended use by Lessee, or compliance of the Property with the Americans with Disabilities Act of 1990 (or any accessibility guidelines or other regulations promulgated thereunder). Any agreements, warranties or representations not expressly contained in this Lease shall in no way bind City, and Lessee expressly waives all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Lease.
3. **Rent.** As consideration for the use and occupancy of the Property, Lessee shall pay rent to City as follows:
 - a. **Annual Rent.** Upon execution of this Lease, Lessee shall pay to City an annual rent in the amount of One Hundred Dollars (\$100.00). Rent shall be due and payable annually to City, without deduction, setoff, prior notice, or demand, on the anniversary date of the Lease Date during the term of this Agreement. City may increase the annual rent by giving Lessee at least sixty (60) days prior written notice before the next rent payment is due.
 - b. **Delivery.** All rent shall be paid by Lessee and be personally delivered or mailed to the City at 133 P Street, Firebaugh, California 93622 or any other place or places that City may designate by written notice to Lessee.
 - c. **Interest.** Any rent not received by the due date shall bear interest from the date due until paid at the rate of ten percent (10%) per annum.

4. Taxes, Assessments, and Fees.

- a. **Possessory Interest Tax and Assessments.** Lessee acknowledges that, pursuant to California Revenue and Taxation Code section 107.6, Lessee's possessory interest in the Property created by this Lease may be subject to property taxation. Lessee shall be solely responsible for any property taxes arising out of Lessee's possessory interest in the Property. Lessee shall pay before delinquency any and all possessory interest taxes and assessments levied against it. On demand by City, Lessee shall furnish City with satisfactory evidence of these payments.
- b. **Personal Property Tax.** Lessee shall pay before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed against Lessee's personal property installed or located in or on the Property, and that become payable during the term of this Lease. On demand by City, Lessee shall furnish City with satisfactory evidence of these payments.
- c. **Business License Fee.** Lessee shall pay before delinquency any and all business license fees that are levied and assessed against the Lessee, and that become payable during the term of this Lease. Lessee's failure to pay any applicable business license fee to City shall constitute a default under this Lease.

5. Use of Property.

- a. **Purpose.** The Property shall be used by Lessee solely and exclusively for operation of a parking lot. No other uses shall be permitted on the Property except for incidental or ancillary uses.
- b. **No Alterations or Improvements.** No alterations or improvements shall be made to the Property without the advance and express written consent of City, and upon such terms and conditions as City may require.
- c. **Removal.** Upon termination of this Lease, unless otherwise agreed, Lessee shall remove Lessee owned structures and restore the Property to substantially the same condition at the time Lessee took possession of the Property, regardless of whether possession occurred prior to or after execution of the Lease, ordinary wear and tear accepted. Upon the failure of Lessee to remove from the Property Lessee owned property, the property shall, at the option of City, become the sole property of City; or if City so elects, City may remove from the Property any property owned by Lessee and restore the Property to substantially the same condition in which they existed at the time Lessee took possession of the Property, all at the expense of Lessee.
- d. **Compliance with Laws.** Lessee shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities (including the City of Firebaugh), relating to Lessee's use and occupancy of the Property, whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. Lessee shall not use the Property or permit the Property, or any portion thereof, to be improved, developed, used or occupied in any manner that is in any way in violation of any valid law, ordinance, or regulation of any federal, state, county, or local government.
- e. **License.** If any license, permit, or other governmental authorization is required for the lawful use or occupancy of the Property, Lessee shall procure and maintain it throughout the term of this Lease.
- f. **Waste and Nuisance.** Lessee shall not use the Property, or allow the Property to be used, in any manner that will constitute a waste, nuisance, or unreasonable annoyance to the neighborhood adjacent to the Property. The Property shall not be used for displaying signs and notices other than those connected with the Restaurant. Such notices and signs shall be neat and properly maintained, and shall be in compliance with all applicable laws, ordinances, and regulations.
- g. **Maintenance.** Lessee, at its sole cost and expense, shall at all times during the term of this Lease keep and maintain the Property in good order and condition, and free from rubbish, all satisfactory to City. All maintenance and repair is the responsibility of Lessee and Lessee waives any provision of law that may require any duty of repair by City or permit Lessee to make repairs at the expense of City.

6. **Utilities.** Lessee shall make all arrangements for and pay for any applicable utilities and services furnished to or used by Lessee.

7. **Indemnification.** Lessee hereby releases and shall indemnify, hold harmless and defend City and its officials, officers, employees, agents and volunteers from and against all liability, claims, suits, damages, losses, costs and expenses, including reasonable attorneys fees, incurred in connection with or arising out of: (1) the use, occupation or control of the Property by Lessee, its agents, employees, invitees, lessees, sub-lessees, or volunteers; (2) any breach of Lessee's performance obligations under this Lease; or (3) any acts, omissions or negligence of Lessee or any person or entity claiming through or under Lessee, or Lessee's agents, employees, contractors, invitees or visitors. The provisions of this section shall survive the expiration or termination of this Lease.
8. **Insurance Requirements.** Lessee, at its sole cost and expense, shall procure and maintain, for the duration of this Lease, insurance against claims for injuries to persons and for damage to property that may arise from or in connection with the use, occupation or control of the Property by Lessee or its agents, employees, invitees, lessees, or volunteers. The cost of such insurance shall be borne by Lessee.
- a. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:
1. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 2. Property Insurance against all risk of loss to any Lessee property, improvements and betterments.
- b. **Minimum Limits of Insurance.** Lessee shall maintain limits no less than:
1. General Liability: \$1,000,000.00 per occurrence for bodily injury, personal injury, and property damage.
 2. Workers' Compensation coverage as required by State of California statutory limits.
 3. Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.
 4. Property Insurance: Full replacement cost with no coinsurance penalty provision.
- c. **Deductibles.** City hereby approves any deductibles in the amount of \$1,500.00 or less for any policy required by this Lease. Any deductibles in excess of \$1,500.00 must be declared to and approved by City. Lessee represents that it has the financial ability to satisfy the deductible requirements under any policy required by this Lease.
- d. **Other Insurance Provisions.** The general liability policy is to contain, or be endorsed to contain, the following provisions:
1. City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of Property owned, occupied or used by Lessee. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents, or volunteers.
 2. Lessee's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents, or volunteers shall be in excess of Lessee's insurance and shall not contribute with it.
 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties, shall not affect coverage provided to City, its officers, officials, employees, agents or volunteers.
 4. Coverage shall state that Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.
- e. **Acceptability of Insurers.** The insurance described in this section is to be placed with an insurer or insurers licensed to do business in California, admitted by the California Insurance Commissioner, and which have a current A.M. Best's rating of not less than "A-."

9. **Liens and Claims.** Lessee shall fully pay for all materials joined or affixed to the Property and pay in full all persons who perform labor thereupon. Lessee shall not suffer any mechanics' or materialmen's liens of any kind to be enforced against the Property for any work done or materials furnished at Lessee's request. If any such liens are filed thereon, Lessee shall remove the same at Lessee's own expense, and shall pay any judgment which may be entered thereon or thereunder. Should Lessee fail, neglect, or refuse so to do, City shall have the right to pay any amount required to release any such liens, or to defend any action brought thereon, and to pay any judgment entered therein; and Lessee shall be liable to City for all costs, damages, reasonable attorneys' fees, and any amounts expended in defending any proceedings or in the payment of any of said liens or any judgment obtained therefor. City may post and maintain upon the Property notices of nonresponsibility as provided by law.

10. **Environmental Warranties.** Lessee warrants and represents that it will not use, generate, manufacture, produce, store, or dispose of, on, under, or about Property, or transport to or from the Property, any Hazardous Materials except those uses incidental to the installation and maintenance of any approved improvements on the Property and in accordance with all applicable laws and regulations. The term "Hazardous Materials" when used in this Lease shall mean any hazardous waste, hazardous substance, hazardous materials or toxic substances as defined in any federal, state, or local statute, ordinance, rule, or regulation applicable to the Property, and any substance defined as "hazardous waste" in Health and Safety Code section 25117 or as a "hazardous substance" in Health and Safety Code section 25316, and in the regulations adopted and publications promulgated under these laws. "Hazardous Materials" shall also include asbestos or asbestos-containing materials, radon gas, and petroleum or petroleum fractions, whether or not defined as a hazardous waste or hazardous substance in any such statute, ordinance, rule, or regulation. Lessee shall, at its expense, comply with all applicable laws, regulations, rules and orders, regardless of when they become or became effective, including without limitation those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request of City.

Lessee shall not permit to be piled or stored upon the Property any Hazardous Materials, gun powder, dynamite, gasoline, or explosive substance or material. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property due to Lessee's use and occupancy thereof, Lessee, at its expense, shall be obligated to clean the Property to the satisfaction of City and any governmental body having jurisdiction thereover.

Lessee agrees to indemnify, defend and hold harmless City against all liability, cost and expense (including without limitation any fines, penalties, judgments, litigation costs and attorneys' fees) incurred by City as a result of Lessee's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during or after the lease term, unless such liability, cost or expense is proximately caused solely by the active negligence of City.

11. **Leasehold Encumbrances.** Lessee shall not encumber by deed of trust, mortgage or other security instrument, all or a part of Lessee's interest under this Lease without the advance and express written consent of City, and upon such terms and conditions as City may require.
12. **Successors: Assignment and Subletting.** This Lease shall inure to the benefit of and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto, but shall not be assigned or subleased by Lessee without the prior written consent of City, which consent may be given or withheld in City's sole and absolute discretion.
13. **Reservations.** City reserves for itself and those to whom it grants such right, the right to construct, maintain and operate any existing and new or additional pipes, communication (including, but not limited

to, fiber optic) and power transmission facilities upon, over, and beneath the Property, so long as the exercise of such right does not unreasonably interfere with Lessee's rights under this Lease.

City reserves the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying the Property, or that may be produced therefrom, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances and products derived therefrom, together with the exclusive and perpetual right thereto, without, however, the right to use or penetrate the surface of, or to enter upon the Property within five hundred feet (500') of the surface thereof to extricate or remove the same.

14. **Eminent Domain.** In the event of the taking or condemnation of all or any part of the Property, Lessee may receive compensation only for any taking of or damage to Lessee-owned improvements. Any compensation awarded and interest thereon, including the compensation for the land value and interest thereon, shall belong to City.

15. **Default.**

- a. **Lessee's Default.** The occurrence of any of the following shall constitute a default by Lessee: (1) failure to pay rent, insurance premiums or taxes, or any other sums due hereunder as a result of Lessee's use of the Property within five (5) days of the due date; (2) abandonment of the Property; and (3) failure to perform any other provision of this Lease if the failure to perform is not cured within ten (10) days after notice has been served upon Lessee.
- b. **Notice of Default.** Notices given under this section shall specify the alleged default and the applicable lease provisions and shall demand that Lessee cure the default within ten (10) days, or quit the Property.
- c. **Termination.** City may terminate this Lease immediately upon written notice to Lessee if Lessee defaults on any obligation under this Lease and fails to cure such default within ten (10) days after written notice from City of such default. In the event of termination, City may regain possession of the Property in the manner provided by the laws of unlawful detainer of the State of California in effect at the date of such default. At City's option, if Lessee has breached this Lease and/or abandoned the Property, this Lease shall continue in effect for so long as City does not terminate Lessee's right to possession, and City may enforce all rights and remedies under this Lease, including the right to recover the rent as it becomes due. Further, City shall be entitled to recover from Lessee damages and to exercise such other rights and remedies as provided to City under the laws of the State of California.
- d. **Right to Cure at Lessee's Expense.** City, at any time after Lessee commits a default, can cure the default at Lessee's cost. If City, by reason of Lessee's default, pays any sum or does any act that requires the payment of any sum, the sum paid by City shall be due immediately from Lessee to City upon City's written demand for payment to Lessee, and if paid at a later date, shall bear interest at the rate of ten percent (10%) per annum from the date the written demand for payment is sent by City until City is reimbursed by Lessee. The sum, together with interest on it, shall be additional rent.

16. **Waiver.** No delay or omission in the exercise of any right or remedy of City on any default by Lessee shall impair such right or remedy or be construed as a waiver. City's consent to or approval of any act by Lessee requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act by Lessee. Any waiver by City of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Lease.

17. **Entry and Inspection of Property.** City and its authorized representatives shall have the right to enter and inspect the Property at all reasonable times to determine whether the Property is in good condition and whether Lessee is complying with its obligations under this Lease.

18. **Relationship of Parties.** City is not, nor shall it become or be deemed to be, a partner or a joint venturer with Lessee by reason of the provisions of this Lease nor shall this Lease be construed to authorize either party to act as the agent for the other.
19. **Notice.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid registered mail at the address of such party as provided below, or to any such address as such party shall notify the other in writing. Notice shall be deemed communicated when received if personally served or three (3) days after mailing if mailed.
20. **Effect of Termination of Lease.** Termination or expiration of this Lease shall not release any party hereto from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to such termination or expiration, or thereafter in case by the terms of this Lease it is provided that anything shall or may be done after termination or expiration hereof.
21. **Amendments.** This Lease shall not be modified or amended in any way except in writing signed by the parties hereto.
22. **Time and Specific Performance.** Time and specific performance are of the essence for each provision of this Lease.
23. **Interpretation.** This Lease shall be construed and interpreted in accordance with the laws of the State of California.
24. **Entire Agreement.** This Lease contains all the agreements of the parties concerning the subject matter of it and cannot be amended or modified except by a subsequent written agreement.
25. **Severability.** The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal.
26. **Construction.** Headings at the beginnings of sections or subsections are solely for the convenience of the parties and are not a part of nor should they be used to interpret this Lease. The singular form shall include the plural, and vice-versa. This Lease shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Lease. All exhibits referred to in this Lease are attached to it and incorporated in it by this reference.
27. **Attorney's Fees.** If either party commences an action against the other party arising out of or in connection with this Lease, the party prevailing in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.
28. **Voluntary Agreement; Authority to Execute.** Lessee and City each represent that they have read this Lease in full and understand and voluntarily agree to all provisions herein. The parties further declare that prior to signing this Lease they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including consultation with counsel of their choosing if desired, in deciding whether to execute this Lease. The signatories to this Lease represent that they have the proper authority to execute this Lease on behalf of the respective party.
29. **Recording of Lease.** Upon request of either party, the other party shall join in the execution of a memorandum or short form of this Lease for recording purposes. The memorandum or short form of Lease shall incorporate this Lease by reference and shall describe the parties hereto, the Property, and the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the Lease Date.

LESSEE

CITY OF FIREBAUGH

By: _____
[Jose Omar Perez] _____
[Title] _____

By: _____
Freddy Valdez
Mayor

Send notices to:

Send notices to:

By: _____
[Gabriela Castaneda] _____
[Title] _____

City Manager
City of Firebaugh
1133 P Street
Firebaugh, California 93622

Exhibit A

Legal Description

EXHIBIT "A"

The description of the Property leased to the Lessees pursuant to the Ground Lease is amended to read:

- The land and premises in the City of Firebaugh, County of Fresno, State of California, described as follows:

All that portion of abandoned Thirteenth Street between Blocks 68 and 69 as shown on the map of the Town (now City) of Firebaugh recorded in Book 1 at page 13 of Miscellaneous Maps, Fresno County Records, more particularly described as follows:

Commencing at the most southerly corner of said Block ~~69~~ thence north ~~49°43'30"~~ east, along the southeasterly line of said Block ~~69~~, a distance of ~~100.00~~ feet more or less to the most easterly corner of said Block ~~69~~; thence south ~~40°16'30"~~ east, along the southeasterly prolongation of the northeasterly line of said Block ~~69~~, a distance ~~of 80.00~~ feet to the most northerly corner of said Block 68; thence south ~~49°43'30"~~ west, along the northwesterly line of said Block ~~68~~, a

distance of 100.00 feet more or less to the northeasterly right-of-way line of the Southern Pacific Railroad and the most westerly corner of said Block 68; thence northwesterly along said northeasterly right-of-way line of the Southern Pacific Railroad, a distance of 80.00 feet to the point of commencement;

EXCEPTING THEREFROM an easement and right-of-way for public street purposes and all purposes related thereto, including without limitation construction, installation, operation, repair and maintenance of paving, curbs, gutters, sidewalks, landscaping, public utility facilities and other appurtenances, over, across, through, upon and under that portion of the above-described property described as follows:

Commencing at the most easterly corner of said Block 69; thence south 40°17'30" east, along the southeasterly prolongation of the northeasterly line of said Block 69, a distance of 10.10 feet to the true point of beginning of this description; thence from said point continuing along the southeasterly prolongation of the northeasterly line of said Block 69, a distance of 67.15 feet, said point being north 40°17'30" west, 2.75 feet from the most northerly corner of Block 68 of the City of Firebaugh; thence as follows, north 85°17'30" west, 14.14 feet, north 40°17'30" west, 7.08 feet, south 49°42'30" west, 11.00 feet, north 40°17'30" west, 33.00 feet, north 49°42'30" east, 11.00 feet, north 40°17'30" west, 7.08 feet, and north 4°42'30" east, 14.14 feet, to the true point of beginning.

EXHIBIT "A"

The description of the Property leased to the Lessees pursuant to the Ground Lease is amended to read:

The land and premises in the City of Firebaugh, County of Fresno, State of California, described as follows:

All that portion of abandoned Thirteenth Street between Blocks 68 and 69 as shown on the map of the Town (now City) of Firebaugh recorded in Book 1 at page 13 of Miscellaneous Maps, Fresno County Records, more particularly described as follows:

Commencing at the most southerly corner of said Block 69 thence north $49^{\circ}43'30''$ east, along the southeasterly line of said Block 69, a distance of 100.00 feet more or less to the most easterly corner of said Block 69; thence south $40^{\circ}16'30''$ east, along the southeasterly prolongation of the northeasterly line of said Block 69, a distance of 80.00 feet to the most northerly corner of said Block 68; thence south $49^{\circ}43'30''$ west, along the northwesterly line of said Block 68, a

distance of 100.00 feet more or less to the northeasterly right-of-way line of the Southern Pacific Railroad and the most westerly corner of said Block 68; thence northwesterly along said northeasterly right-of-way line of the Southern Pacific Railroad, a distance of 80.00 feet to the point of commencement;

EXCEPTING THEREFROM an easement and right-of-way for public street purposes and all purposes related thereto, including without limitation construction, installation, operation, repair and maintenance of paving, curbs, gutters, sidewalks, landscaping, public utility facilities and other appurtenances, over, across, through, upon and under that portion of the above-described property described as follows:

Commencing at the most easterly corner of said Block 69; thence south $40^{\circ}17'30''$ east, along the southeasterly prolongation of the northeasterly line of said Block 69, a distance of 10.10 feet to the true point of beginning of this description; thence from said point continuing along the southeasterly prolongation of the northeasterly line of said Block 69, a distance of 67.15 feet, said point being north $40^{\circ}17'30''$ west, 2.75 feet from the most northerly corner of Block 68 of the City of Firebaugh; thence as follows, north $85^{\circ}17'30''$ west, 14.14 feet, north $40^{\circ}17'30''$ west, 7.08 feet, south $49^{\circ}42'30''$ west, 11.00 feet, north $40^{\circ}17'30''$ west, 33.00 feet, north $49^{\circ}42'30''$ east, 11.00 feet, north $40^{\circ}17'30''$ west, 7.08 feet, and north $4^{\circ}42'30''$ east, 14.14 feet, to the true point of beginning.