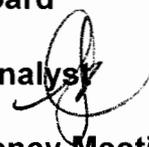


**SUCCESSOR AGENCY OF THE  
REDEVELOPMENT AGENCY OF THE CITY OF MOORPARK  
AGENDA REPORT**

**TO: Honorable Successor Agency Board**

**FROM: Jessica Sandifer, Management Analyst** 

**DATE: October 30, 2013 (Successor Agency Meeting of 11/06/13)**

**SUBJECT: Consider Lease Agreement with Tom Lindstrom RV Sales, Inc.**

**BACKGROUND**

Tom Lindstrom RV Sales, Inc. has been renting the property at 500 Los Angeles Avenue via short term lease agreements of three months, with a 90-day option to extend, to conduct recreational vehicles sales until the property is ready to be developed or sold as required by AB 1484. The monthly rent is \$2,000 per month. Proceeds from the lease are deposited into the Successor Agency trust fund and used by the Successor Agency to fulfill enforceable obligations. After payment of enforceable obligations, any surplus funds are to be distributed in the same manner as property taxes to the taxing entities.

Mr. Lindstrom has applied for and received a Temporary Use Permit (TUP) from the City of Moorpark to occupy the property for his intended use. The current TUP is valid from September 28, 2013 to December 26, 2013. A 90-day extension to March 26, 2014 is allowed by this permit.

**DISCUSSION**

On September 19, 2012, the Successor Agency approved a lease between the Successor Agency of the Redevelopment Agency of the City of Moorpark ("Successor Agency") and Tom Lindstrom RV Sales, Inc. for the property located at 500 Los Angeles Avenue ("Property"). The lease agreement term was for three months with an option to extend for an additional three months. The lease term began on October 1, 2012, and expired on December 31, 2012, or March 31, 2013, with the option to extend. Subsequent to this lease agreement the Successor Agency entered into another short term lease agreement with Mr. Lindstrom, which began April 1, 2013 and continued, with the 90-day extension to September 30, 2013. When Mr. Lindstrom approached the City about continuing his rental of the property, staff discovered that the previous lease had never been brought to the Successor Agency and Oversight Board for approval. The new lease term will begin November 1, 2013 and will continue to January 31, 2014,

or April 30, 2014 with the 90-day extension. The Successor Agency's action on the lease is contingent on subsequent approval by the Oversight Board.

Staff is requesting retroactive approval of the April 1, 2013 lease and the new short term lease period which will begin November 1, 2013 and will continue to January 1, 2014 or April 30, 2014 with the 90-day option to extend. The lease agreement will allow RV sales only on the property, no servicing, storage, or sale of commercial vehicles is allowed. Mr. Lindstrom will continue to be responsible for all utilities and trash service to the property. At the end of the lease term and extension period, if Mr. Lindstrom wishes to continue to rent the property, a new lease agreement will need to be approved by the Successor Agency and Oversight Board.

### **FISCAL IMPACT**

The lease agreement rental rate is \$2,000/mo and will provide \$6,000 in rental revenue for the three month term and an additional \$6,000 in rental revenue if the option to extend is exercised. No rental increase is proposed at this time.

### **STAFF RECOMMENDATION**

1. Retroactively approve Lease Agreement with Tom Lindstrom RV Sales, Inc. for the period of April 1, 2013 to September 30, 2013; and
2. Approve current Lease Agreement with Tom Lindstrom RV Sales, Inc. for the period of November 1, 2013 to January 31, 2014 or April 30, 2014 with the 90-day extension, subject to final language approval of the Executive Director.

Attachment – Agreement

# ATTACHMENT 1

## LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Lease") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Successor Agency of the Redevelopment Agency of the City of Moorpark, a municipal corporation, the Lessor (hereinafter the "Successor Agency"), and Tom Lindstrom RV Sales, Inc., a California corporation, (hereinafter the "Tenant").

THE PARTIES AGREE THAT:

### SECTION 1. PROPERTY LEASED

Successor Agency, in consideration of the rents herein agreed to be paid and of the indemnifications, covenants, and agreements agreed to herein, hereby leases to Tenant, and Tenant hereby leases from the Successor Agency, that certain real property known as 500 Los Angeles Avenue, Moorpark, California, (hereinafter referred to as the "Premises"). The Premises is a vacant lot consisting of approximately two (2) acres.

### SECTION 2. OVERSIGHT BOARD APPROVAL

Tenant understands that the enactment of this Agreement is contingent upon subsequent Oversight Board Approval of the Successor Agency's actions. Tenant hereby waives and releases Successor Agency from any and all claims arising from the Oversight Boards actions and any effect it may have on the validity of this Lease and holds Successor Agency harmless from any claims of successors, assigns, contractors, suppliers, or other agents of Tenant arising from the Oversight Board actions.

### SECTION 3. TERM

The term of this Lease shall commence on the 1st day of November, 2013, and all terms and conditions of the Lease shall continue for ninety (90) days.

Successor Agency's obligations hereunder shall be contingent upon Tenant's payment in full of any obligations described in Section 5 below, and Tenant's complying with all other provisions set forth herein.

### SECTION 4. OPTION TO EXTEND

Tenant has an option to extend the term of this Lease for an additional ninety (90) days.

SECTION 5.           HOLDING OVER

It is further agreed that if Tenant shall retain possession of the Premises beyond the original term of this Lease or any extension thereof, without the express written consent of the Successor Agency, Tenant shall continue to be Tenant from month-to-month during such hold-over period.

Tenant shall be subject to all of the terms, covenants and conditions of this Lease, including the obligation to pay rent during any such hold-over period, at the rate specified in Section 5 plus ten percent (10%), hereof, or as may be adjusted pursuant to the Lease.

SECTION 6.           RENT

Beginning on November 1, 2013, and continuing to January 31, 2014, Tenant shall pay Successor Agency, without abatement, deduction or offset, rent in the amount of two thousand dollars (\$2,000.00) per month payable in advance on or before the first day of each month.

Tenant shall be liable for Monthly Rent. A late rent charge equal to ten percent (10%) of the Monthly Rent shall be added to any payment of rent received five (5) days or more after the due date for rent payment stated herein or when a deficient check has been given for rent payment. The late rent charge shall continue at ten percent (10%) for each month thereafter that the late payment has not been paid.

Tenant has previously submitted a two thousand dollar (\$2,000.00), security deposit, which the Successor Agency has agreed to retain and apply to this Agreement. This security deposit shall not be considered as payment for rent for any month, including the last month of tenancy.

SECTION 7.           INDEMNIFICATION AND HOLD HARMLESS

Tenant shall indemnify, defend with legal counsel approved by Successor Agency and hold harmless Successor Agency and its officers, employees, servants and agents from and against any and all claims, actions, liabilities, losses, damages, costs, attorneys' fees, and other expense of any nature for loss or damage to property, or injury to or death of persons, arising in any manner whatsoever, directly or indirectly, by reason of this Lease or the use or occupancy of the Premises by Tenant, vendors, invitees, whether any such claim be made during tenancy or thereafter, except such loss, damage, injury or death caused by the sole negligence of Successor Agency or any of its officers, employees, servants, or agents.

SECTION 8. NOTICE OF NON-ELIGIBILITY FOR RELOCATION BENEFITS

Please read this notification carefully prior to signing this agreement and moving into the property. The Redevelopment Agency of the Successor Agency of Moorpark ("Agency") acquired the property located at 500 Los Angeles Avenue for redevelopment purposes and subsequently transferred it to the Successor Agency per ABx1 26. As a post-acquisition tenant, you will not be eligible for relocation benefits under the federal and state law. This notice is to inform you of the following information **before you enter into any lease agreement and occupy a unit at the above address:**

1. You may be displaced at the end of lease term.
2. You may be subject to a rent increase upon lease renewal or option to extend the lease term.
3. You will not be entitled to any relocation benefits.

If you have to move or your rent is increased, you will not be reimbursed for any such rent increase or for any costs or expenses incurred by you in connection with a move. Should state law change, Tenant agrees to waive any and all claims for relocation benefits.

SECTION 9. USE

Tenant shall use the Premises for recreational vehicle sales only; no servicing, dumping, storage, or sales of commercial vehicles shall be allowed. Tenant may take cars, light trucks, and other recreational vehicles for trade in purposes and may sell these items on the Premises. However, at no time may the inventory of vehicles for sale on the Premises exceed ten percent (10%) cars and light trucks. The Premises shall not be used for any other purpose, except with the prior written consent of the Successor Agency, which Tenant agrees may be withheld by the Successor Agency at their sole and absolute discretion.

SECTION 10. UTILITIES

Tenant agrees to pay all monthly service charges for electric current, gas, sewer and trash removal, and any other utilities which may be furnished to or used upon the Premises by Tenant during this Lease. It is further agreed that in the event Tenant shall fail to pay the above mentioned charges when due, Successor Agency shall have the right to pay the same on demand, together with any interest thereon and any other fees that may be owed. The Successor Agency shall be reimbursed by Tenant within five (5) days of notice from Successor Agency for the amount of payment plus any interest or fees, with an additional fifteen percent (15%) administrative fee. Failure to pay monthly service charges for any above-mentioned utility in a timely fashion shall be cause for termination of this Lease.

SECTION 11. TAXES, ASSESSMENTS, AND LIENS

Tenant shall pay directly to the tax collector, when due, all taxes and assessments which may be levied against Tenant's possessory interest in the Premises and upon all improvements and personal property which are located on the Premises. Within five (5) days after the date when any tax or assessment would become delinquent, Tenant shall serve upon Successor Agency receipts or other appropriate evidence establishing the payment.

Tenant shall keep the Premises and improvements free from all liens and encumbrances by reason of the use or occupancy of the Premises by Tenant. If any liens or encumbrances are filed thereon, Tenant shall remove the same at their own cost and expense and shall pay any judgment and penalties which may be entered thereon. Should Tenant fail, neglect, or refuse to do so, Successor Agency shall have the rights to pay any amount required to release any lien or encumbrance or to defend any action brought thereon, and to pay any judgment or penalty, and Tenant shall be liable to Successor Agency for all costs, damages, and attorneys' fees, and any amounts expended in defending any proceedings, or in the payment of any lien, encumbrance, judgment, or penalty. Successor Agency may post and maintain upon the Premises notices of non-responsibility as provided by laws. Upon demand by Successor Agency, Tenant shall post the bond contemplated by Civil Code Section 3143.

SECTION 12. INSTALLATION BY TENANT

Tenant shall not make any alterations, additions, or improvements upon the Premises without the prior written consent of the Successor Agency. Any alterations, additions, or improvements installed or caused to be installed to the site, or any fencing, exterior lighting, or any other improvements on the Premises (collectively "Installations") shall be solely at Tenant's cost and is not reimbursable by the Successor Agency at any time, including at the time of termination of the Lease by either the Tenant or Successor Agency. All alterations, additions, and improvements shall be temporary in nature and done in a good and workmanlike manner and diligently prosecuted to completion, and shall be performed and maintained in strict accord with all federal, state, county, and local laws, ordinances, codes, standards, and requirements relating thereto. Unless otherwise expressly agreed to by the Successor Agency, any alterations, additions, and improvements shall remain on and be surrendered with the Premises upon the expiration or termination of this Lease. Tenant agrees to and shall indemnify, defend, and save Successor Agency free and harmless against all liability, loss, damage, costs, attorneys' fees, and other expenses of any nature resulting from any Tenant alterations, additions, or improvements to the Premises.

SECTION 13. REMEDIES

In case of the failure or refusal of Tenant to comply with and perform each and all of the terms and covenants on their part herein contained, this Lease and all rights hereby given shall, at the option of the Successor Agency, cease and terminate, and the Successor Agency shall have the right forthwith to remove Tenant's personal property from the Premises at the sole cost, expense and risk of Tenant, which cost and expense Tenant agrees to pay to Successor Agency upon demand, together with interest thereon at the maximum rate allowed by law from the date of expenditure by Successor Agency. Such action shall be preceded by thirty (30) day written notice.

SECTION 14. MAINTENANCE

Tenant has examined the Premises and accepts it in its existing condition. Throughout the term of this Lease Tenant shall, at Tenant's sole cost and expense, maintain the Premises and all improvements thereon in good order, condition, and repair and in accordance with all applicable statutes, ordinances, rules, and regulations. Tenant shall immediately report any problems with the Premises to Jessica Sandifer, Property Manager, at (805) 517-6225. Successor Agency shall not be obligated to repair or maintain the Premises or improvements in any manner throughout the term of the Lease.

Successor Agency may elect to perform any obligation of Tenant pursuant to this Section due to Tenant's failure or refusal to do so and at Tenant's waiver of any rights or remedy for Tenant's default. Tenant shall reimburse Successor Agency for the cost and expense they incurred in the performance of Tenant's obligation within fifteen (15) days of Successor Agency's request for payment, plus any interest or fees, with an additional fifteen percent (15%) administrative fee. Should Successor Agency perform any of the foregoing, such services shall be at the sole discretion of Successor Agency, and the performance of such services shall not be construed as an obligation or warranty by Successor Agency of the future or ongoing performance of such services. Failure to maintain Premises as outlined herein shall be considered grounds for termination of this Lease.

Tenant shall also indemnify, defend with legal counsel approved by Successor Agency and hold harmless Successor Agency and its officers, employees, servants and agents from and against all claims, actions, liabilities, losses, damages, costs, attorneys' fees, and other expenses of any nature for loss or damage to property, or injury to or death of persons, arising in any manner whatsoever, directly or indirectly, from Tenant's performance pursuant to this Section. The indemnification, legal defense and hold harmless provisions of this Lease shall survive the termination of the tenancy.

SECTION 15. PESTICIDES AND HERBICIDES

Tenant shall use pesticides and herbicides on the Premises only in strict accordance with all applicable statutes, ordinances, rules and regulations. Such pesticides and herbicides shall be limited to those that are permitted for residential housing units.

SECTION 16. HAZARDOUS MATERIALS INDEMNITY

As used in this Section, Hazardous Materials means any substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated or addressed pursuant to: (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C., Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901, et seq.; the Substances Control Act, 15 U.S.C., Section 2601, et seq.; the Clean Water Act, 33 U.S.C. Section 1251, et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100, et seq.; the California Hazardous Substance Account Act, Health and Safety Code Section 25330, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280, et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1, et seq.; California Health and Safety Code Section 25501, et seq.; (Hazardous Materials Response Plans and Inventory); or the Porter-Cologne Water Quality Control Act, Water Code Section 13000, et seq. all as amended, (2) any other federal or state law or any local law regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now is, or at any time hereafter may be, in effect, and (3) any rule or regulation adopted or promulgated under or pursuant to any of said laws.

If Tenant receives any notice, whether oral or written, of any inquiry, test, investigation, enforcement proceeding, environmental audit, or the like regarding any Hazardous Material on the Premises, Tenant shall immediately serve Successor Agency with a copy of such notice.

In no case shall Tenant cause or allow the deposit or disposal of any such substance on the Premises. However, household products necessary for routine cleaning and maintenance of the Premises may be kept on the Premises in quantities reasonable for current needs.

The provisions of this Section shall survive the termination of the tenancy and shall relate back to all periods of Tenant's possession of the Premises. The provisions of this Section are intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9707(e), and California Health

and Safety Code Section 25364, to insure, protect, hold harmless, and indemnify Successor Agency from any liability pursuant to such law.

SECTION 17. NO WARRANTIES BY SUCCESSOR AGENCY

Except as contained in Section 11, the Premises are accepted by Tenant in an "as is" condition and without any representation or warranty by Successor Agency as to the condition of the Premises or as to fitness of the Premises for Tenant's use.

SECTION 18. CASUALTY INSURANCE

Successor Agency shall not be obligated to keep the Premises and the improvements thereon insured against any insurable risk; nor shall Successor Agency insure Tenant for any personal injury or property damage. Tenant hereby and forever waives all right to claim or recover damages from Successor Agency in any amount as the result of any damage to the Premises or any improvement thereon or as a result of any injury to any person upon the Premises.

SECTION 19. INSURANCE

Tenant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached to and part of this Agreement. ***The policy shall name Tenant as the insured and the Successor Agency to the Redevelopment Agency of the City of Moorpark as additional insured.***

SECTION 20. GOVERNING LAW

Tenant agrees that in the exercise of their rights under this Lease, Tenant shall comply with all applicable federal, state, county and local laws and regulations in connection with its use of the Premises. The existence, validity, construction, operation and effect of this Lease and all of its terms and provisions shall be determined in accordance with the laws of the state of California.

SECTION 21. ENTRY BY SUCCESSOR AGENCY

During the tenancy, Successor Agency may enter the Premises upon not less than twenty-four (24) hours advance notice and Tenant shall make the Premises available during normal business hours to the Successor Agency's authorized agent or representative for the purpose of; (1) to show the premises to prospective or actual purchasers, mortgagee, tenants, workmen, or contractors, (2) to make necessary or agreed repairs, decorations, alterations, or improvements, and (3) at all reasonable times to examine the condition thereof, including its environmental condition. In an emergency, Successor Agency's agent or authorized representative may enter the premises at any time without

securing prior permission from Tenant.

SECTION 22. ASSIGNMENT AND SUBLETTING

No portion of the Premises or of Tenant's interest in this Lease shall be transferred by way of sublease, assignment or other voluntary or involuntary transfer or encumbrance, without the prior written consent of the Successor Agency. Such consent shall be at Successor Agency's sole discretion

Any transfer without consent shall be void, and shall, at the option of the Successor Agency, terminate this Lease.

SECTION 23. DEFAULT OR BREACH

Except as otherwise provided, at any time one party to this Lease is in default or breach in the performance of any of the terms and conditions of this Lease, the other party shall give written notice to remedy such default or breach. If the default or breach is remedied within thirty (30) days following such notice, then this Lease shall continue in full force and effect. If such default or breach is not remedied within thirty (30) days following such notice or if the nature of the default is such that it cannot reasonably be cured within thirty (30) days, if Tenant fail to commence to cure within the thirty (30) day period, the other party may, at its option, terminate this Lease. Such termination shall not be considered a waiver of damages or other remedies available to either party because of such default or breach. Each term and condition of this Lease shall be deemed to be both a covenant and a condition.

SECTION 24. INSOLVENCY OR BANKRUPTCY

If Tenant shall be adjudged bankrupt or insolvent, this Lease shall thereupon immediately terminate and the same shall not be assignable by any process of law, or be treated as an asset of the Tenant under such adjudication, nor shall it pass under the control of any trustee or assignee by virtue of any process in bankruptcy or insolvency, or by execution or assignment for the benefit of creditors. If any such event occurs, this Lease shall immediately become null and void and of no effect, and Successor Agency may thereupon repossess said Premises and all rights of the Tenant thereupon shall cease and terminate.

SECTION 25. DISPOSSESSION

In the event Tenant is lawfully deprived of the possession of the Premises or any part thereof, at any time during the tenancy, by anyone other than Successor Agency, they shall notify Successor Agency in writing, setting forth in full the circumstances in relation thereto. Upon receipt of said notice, Successor Agency may, at its option, either install Tenant in possession of the Premises or terminate the tenancy and refund to Tenant the pro rata amount of any pre-paid

rent. No claim for damages or whatsoever kind or character incurred by Tenant by reason of such dispossession shall be chargeable against Successor Agency.

SECTION 26. CONDEMNATION

If the whole of the Premises should be taken by a public authority under the power of eminent domain, then the term of this Lease shall cease on the day of possession by the public authority. If only a part of the Premises should be taken under eminent domain, Tenant shall have the right to either terminate this Lease or to continue in possession of the remainder of the Premises. If Tenant remain in possession, all of the terms hereof shall continue in effect, the rental payable being reduced proportionately for the balance of the Lease term. If a taking under the power of eminent domain occurs, those payments attributable to the leasehold interest of the Tenant shall belong to the Tenant, and those payments attributable to the reversionary interest of the Successor Agency shall belong to the Successor Agency.

SECTION 27. WAIVER

A waiver by either party of any default or breach by the other party of any provision of this Lease shall not constitute or be deemed to be a waiver of any subsequent or other default or breach. No waiver shall be binding, unless executed in writing by the party making the waiver. No waiver, benefit, privilege, or service voluntarily given or performed by either party shall give the other party any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of rent pursuant to the Lease shall not constitute a waiver of any preceding default or breach by Tenant other than default in the payment of the particular rental payment so accepted, regardless of Successor Agency's knowledge of the preceding default or breach at the time of accepting the rent; nor shall acceptance of rent or any other payment after termination of the tenancy constitute a reinstatement, extension, or renewal of the Lease or revocation of any notice or other act by Successor Agency.

SECTION 28. ACQUIESCENCE

No acquiescence, failure, or neglect of any party hereto to insist on strict performance of any or all of the terms hereof in one instance shall be considered or constitute a waiver of the rights to insist upon strict performance of the terms hereof in any subsequent instance.

SECTION 29. PARTIES BOUND AND BENEFITTED

The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

SECTION 30.        CONDITION UPON TERMINATION

Upon termination of the tenancy, Tenant shall surrender the Premises to Successor Agency including all improvements, clean and in good condition, except for ordinary wear and tear which Tenant was otherwise obligated to remedy under Section 12 above. Any installation which Tenant installs during occupancy with in accordance with Section 11 of this Lease, and has not removed at the termination of the Lease, shall become the possession of the Successor Agency. Tenant shall repair at Tenant's expense, any damage to the Premises caused by the removal of any improvement made by Tenant from such installation. Any installations, improvements, or additions to the Premises prior to the execution of this Lease shall be deemed as part of the Premises and shall be the possession of the Successor Agency.

SECTION 31.        TENANT'S FAILURE TO REMOVE PERSONAL PROPERTY

Upon termination of the tenancy, Successor Agency may reenter and retake possession of the Premises and store Tenant's personal property for a period of thirty (30) days at Tenant's cost and expense. If Tenant fails to pick up said personal property and pay said cost and expenses during said thirty (30) day period, Successor Agency may dispose of any or all of such personal property in any manner that Successor Agency, in its sole and absolute discretion, deems appropriate.

If any of Tenant's personal property remains on the Premises after the termination of the tenancy, Successor Agency may use, dispose of, or sell any of said property, in its sole and absolute discretion, without compensating Tenant for the same and without the Successor Agency having any liability whatsoever therefore.

SECTION 32.        NO RECORDATION

Neither this Lease Agreement nor a memorandum thereof shall be recorded by Tenant.

SECTION 33.        ATTORNEYS' FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of, any right or obligation pursuant to, this Lease or as a result of any alleged breach of any provision of this Lease, or for an unlawful detainer action, the prevailing party shall be entitled to recover its costs and expenses, including attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

SECTION 34. NOTICES AND PAYMENTS

All notices required under this Lease, including notices of change of address, shall be in writing, and all notices and payments shall be addressed as follows:

Owner: Steven Kueny  
Successor Agency of the Redevelopment Agency  
of the City of Moorpark  
799 Moorpark Avenue  
Moorpark, California 93021

Tenant: Tom Lindstrom  
Tom Lindstrom RV Sales, Inc.  
500 Los Angeles Avenue  
Moorpark, California 93021

Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one specified above. Except as otherwise provided by statute, notice shall be deemed served and received upon receipt by personal delivery or upon the second (2nd) day after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid.

SECTION 35. PARTIAL INVALIDITY

If any provision of this Lease is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Lease shall nonetheless remain in full force and effect to the full extent allowed by law.

SECTION 36. GENDER AND NUMBER

For the purpose of this Lease wherever the masculine or neuter form is used, the same shall include the masculine or feminine, and the singular number shall include the plural and the plural number shall include the singular, wherever the context so requires.

SECTION 37. SECTION HEADINGS

Section headings in this Lease are for convenience only, and they are not intended to be used in interpreting or construing the terms, covenants and conditions of this Lease.

SECTION 38. INTEGRATION AND MODIFICATION

This Lease constitutes the entire agreement of the parties concerning the subject

matter hereof and all prior agreements and understandings, oral or written, are hereby merged herein. This Lease may not be modified or amended except; (1) in a writing signed by all of the parties hereto; or (2) upon expiration of thirty (30) days service in accordance with Civil Code Section 1946, or any successor statute in effect on the date the written notice is served, by Successor Agency on Tenant of a written notice setting forth the modification or amendment.

The parties agree that no estoppel argument can be raised during legal proceedings in order to avoid the provisions of this Section.

SECTION 39. INTERPRETATION

Should interpretation of this Lease, or any portion thereof, be necessary, it is deemed that the Lease was prepared by the parties jointly and equally, and the Lease shall not be interpreted against either party on the ground that the party prepared it or caused it to be prepared.

SECTION 40. VENUE

This Lease is made, entered into, and executed in Ventura County, California, and any action filed in any court for the interpretation, enforcement or other action arising from any term, covenant or condition herein shall be filed in the applicable court in Ventura County, California.

SECTION 41. TERMINATION

This Lease shall automatically terminate on June 30, 2013, unless extended in accordance with Section 3 of this Lease. Should tenants business not thrive as anticipated, Tenant shall have the right to terminate this Lease within the original term and option period with a thirty (30) day notice.

SECTION 42. REDEVELOPMENT DISSOLUTION LEGISLATION

The parties acknowledge the recent enactment of ABx1 26 and AB 1484, which provides for the dissolution of California redevelopment agencies. The parties understand that ABx1 26 and AB 1484 purports to invalidate certain activities of redevelopment agencies extending back to January 1, 2011, including the transfer of assets to other public agencies. The parties further acknowledge that the Premises were transferred from the Redevelopment Agency of the City of Moorpark (Agency) to Successor Agency. Tenant hereby waives and releases Successor Agency from any and all claims arising from the enactment of ABx1 26 and any effect it may have on the validity of this Lease and holds Successor Agency harmless from any claims of successors, assigns, contractors, suppliers, or other agents of Tenant arising out from the enactment of ABx1 26 and AB 1484.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized representatives as of the date first written above.

SUCCESSOR AGENCY OF THE  
REDEVELOPMENT AGENCY OF  
THE CITY OF MOORPARK

TOM LINDSTROM RV SALES, INC.

By: \_\_\_\_\_  
Steven Kueny  
Executive Director

By: \_\_\_\_\_  
Tom Lindstrom

ATTEST:

By: \_\_\_\_\_  
Maureen Benson  
Secretary of the Successor Agency

## EXHIBIT A

### Insurance Requirements

Tenant will maintain insurance in conformance with the requirements set forth below. Tenant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Tenant agrees to amend, supplement or endorse the existing coverage to do so. Tenant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to SUCCESSOR AGENCY in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to SUCCESSOR AGENCY.

Tenant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence and \$2,000,000 in aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident and \$2,000,000 in aggregate. If Tenant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Tenant or Tenant's employees will use personal autos in any way on this project, Tenant shall provide evidence of personal auto liability coverage for each such person.

Pollution Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and aggregate.

Worker's Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Tenant. Tenant and SUCCESSOR AGENCY agree to the following with respect to insurance provided by Tenant:

1. Tenant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds SUCCESSOR AGENCY, its officials, employees, servants, agents, and independent consultants ("Successor Agency indemnities"), using standard ISO endorsement No. CG 2011 with an edition prior to 1996. Tenant also agrees to require all contractors and subcontractors working on the Premise to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Tenant, or Tenant's agents, from waiving the right of subrogation prior to a loss. Tenant agrees to waive subrogation rights against SUCCESSOR AGENCY regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Tenant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the SUCCESSOR AGENCY or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to SUCCESSOR AGENCY and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the SUCCESSOR AGENCY, as the need arises. Tenant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect SUCCESSOR AGENCY'S protection without SUCCESSOR AGENCY'S prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Tenant's general liability policy, shall be delivered to SUCCESSOR AGENCY at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, SUCCESSOR AGENCY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by SUCCESSOR AGENCY shall be charged to and promptly paid by Tenant or deducted from sums due Tenant, at SUCCESSOR AGENCY's option.

8. Certificates are to reflect that the insurer will provide 30 day notice to SUCCESSOR AGENCY of any cancellation of coverage. Tenant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Tenant, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to SUCCESSOR AGENCY.
10. Tenant agrees to ensure that subcontractors, and any other party entering onto the Premises, provide the same minimum insurance coverage required of Tenant. Tenant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Tenant agrees that upon request, all agreements with subcontractors and other parties entering onto the Premises will be submitted to SUCCESSOR AGENCY for review.
11. Tenant agrees not to self-insure or to use any self-insured retention or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, or other entity or person entering onto the Premises to self-insure its obligations to SUCCESSOR AGENCY. If Tenant’s existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the SUCCESSOR AGENCY. At that time the SUCCESSOR AGENCY shall review options with the Tenant, which may include reduction or elimination of the deductible of self-insured retention, substitution of other coverage, or other solutions.
12. For purposes of applying insurance coverage, only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
13. Tenant acknowledges and agrees that any actual or alleged failure on the part of the SUCCESSOR AGENCY to inform Tenant of non-compliance with any insurance requirement in no way imposes any additional obligations on SUCCESSOR AGENCY nor does it waive any rights hereunder in this or any other regard.
14. Tenant will renew the required coverage annually as long as SUCCESSOR AGENCY, or its employees or agents face an exposure from operations of any

type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until SUCCESSOR AGENCY executes a written statement to that effect.

15. Tenant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Tenant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement is required in these specifications applicable to the renewing or new coverage must be provided to SUCCESSOR AGENCY within five days of the expiration of the coverages.
16. The provisions of any workers' compensation or similar act will not limit the obligations of Tenant under this agreement. Tenant expressly agrees not to use any statutory immunity defenses under such laws with respect to SUCCESSOR AGENCY, its employees, officials, and agents.
17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a give coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party of insured to be limiting or all-inclusive.
18. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
19. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
20. Tenant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge SUCCESSOR AGENCY or Tenant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the SUCCESSOR AGENCY. It is not the intent of SUCCESSOR AGENCY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against SUCCESSOR AGENCY for payment of premiums or other amounts with respect thereto.
21. Tenant agrees to provide immediate notice to SUCCESSOR AGENCY of any claim or loss against Tenant arising out of the lease of the Premises.

SUCCESSOR AGENCY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve SUCCESSOR AGENCY.