

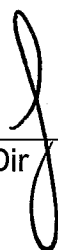
SUBJECT: PROPERTY LEASE AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND STATE OF CALIFORNIA, NATIONAL GUARD, AND LICENSE AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND TULARE COUNTY JUNIOR LIVESTOCK AND COMMUNITY FAIR, INC.


SOURCE: Administration

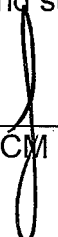
COMMENT: In January 1967, the City of Porterville (City) entered into a fifty (50) year Lease Agreement with the State of California (State) for the use of vacant property under control of the California National Guard, a portion upon which was constructed the existing Armory facility. As the Lessee, the City was permitted to use the lease land for municipal purposes, and though precluded from sub-leasing the property, could enter into licenses to individuals or groups in use of the property. In December 1979, the City first entered into a License Agreement with the Tulare County Junior Livestock and Community Fair, Inc. (Fair) for the use of the leased property, upon which the Fair expanded in ensuing years. The final License Agreement with the Fair on the use of the leased property was entered into March 2000.

Pursuant to the Lease Agreement (Article 9), the City is responsible for the removal of all additions and/or alterations to the property, and returning the property to its original condition upon the expiration of the lease (February 2017). As the contractor for the State Administrative Office of the Courts is currently demolishing former Fair facilities in preparation for the opening of the new South County Justice Center later this month, the California National Guard has inquired as to its interest of having the lease property returned to its original condition in concert with the opening of the new Courthouse. Pursuant to the License Agreement (Article 3(a)), the Fair is responsible for removing all facilities constructed on the property. Though the Fair has removed most of the facilities and structures on the lease property, much of the underground and supporting infrastructure remains, comprised primarily of concrete foundations and footings.

In support of the California National Guard's interest to have the leased property returned to its original condition, City staff and Fair representatives have met with Guard representatives on the proposed cleanup. After meeting, it has been proposed that the Fair pay the expense of both renting the necessary demolition equipment, as well as the transport and disposal of the resulting waste material, and the City provide in-kind support of qualified City staff to assist in the demolition.

  
Dir

  
App/Fund

  
CM

Item No. 18

City staff has estimated that the demolition of the remaining alterations to the leased property would take approximately four (4) days, with a City labor expense of approximately \$5,850 for six (6) Field Services employees, and equipment rental costs of approximately \$3,000. The transport and disposal of the waste material is estimated at \$3,000. Should the City not participate in-kind in the remaining demolition, then the Fair is prepared to pay a contractor to perform the project.

**RECOMMENDATION:** That the City Council consider the removal of all additions and/or alterations to the leased property, and to approve the in-kind contribution and assistance of City forces.

**ATTACHMENTS:**

- 1) Lease Agreement between City of Porterville and State of California: Dated January 16, 1967;
- 2) License Agreement between City of Porterville and Tulare County Junior Livestock and Community Fair, Inc: Dated December 18, 1979; and
- 3) License Agreement between City of Porterville and Tulare County Junior Livestock and Community Fair, Inc: Dated March 7, 2000, and Amended April 17, 2001, and Amended November 5, 2002.

30

LEASE

THIS LEASE, made and entered into this 14<sup>th</sup> day of January, 1967, by and between the State of California, by and through its duly appointed, qualified and acting Adjutant General, hereinafter called the State, and the City of Porterville, a Municipal Corporation, hereinafter called the Lessee.

W I T N E S S E T H:

WHEREAS, State has under its control and possession certain property in the City of Porterville, upon a portion of which has been constructed a State Armory, or upon a portion of which there is under construction a State Armory; and

WHEREAS, said real property was gift deeded to the State of California so as to enable the State of California to construct an Armory adjacent to said premises; and

WHEREAS, it is to the mutual benefit of the parties hereto to have Lessee develop and maintain said portion in good order and condition at Lessee's sole cost and expense; and

WHEREAS, Lessee desires to use said premises for municipal purposes; and

WHEREAS, such use on the terms and conditions set forth herein will not interfere with State's use thereof.

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. The State hereby leases unto Lessee and the Lessee hereby hires from the State those certain premises situate in the City of Porterville, County of Tulare, State of California, and more particularly described as follows, to-wit:

Beginning at the southwest corner of Lot 1, Block 1, J. P. Murry's Addition to the City of Porterville, Tulare County, California,

J. P. Murry's Addition; thence westerly along the south lines of Lots 6, 5, 4, 3, 2, and 1 of said Block 1 of said Addition to the point of beginning, subject to any easements and rights of way of record, and containing 2.7 acres, more or less.

2. To have and to hold said leased premises, together with appurtenances, rights, privileges, and easements thereunto belonging or appertaining, unto the Lessee, for the term of Fifty (50) years, commencing on the 1st day of February, 1967 and ending on the 31st day of January, 2017, upon the terms and conditions hereinafter set forth.

3. The Lessee may develop the whole of the demised premises for use as a parking lot or for such other municipal purpose as may from time to time best serve the interest of the citizens of the City of Porterville.

4. Lessee agrees to maintain said premises in a clean, weed-free and sanitary condition. In the event the Lessee subsequently constructs improvements on said premises, Lessee agrees to maintain said improvements in a good state of repair and clean and sanitary condition.

5. Lessee will conduct its activities on the demised premises in such a way that these activities will not interfere with the use by the State of the adjacent Armory facilities.

6. Lessee agrees that State will not have any maintenance responsibility for the demised premises.

7. The Lessee agrees not to commit, suffer or permit any waste on said premises or any act to be done in violation of any laws or ordinances, and not to use or permit the use of said premises for any purpose prohibited by the laws of the United States of America, State of California, or any political subdivision thereof.

8. During the term of this lease and notwithstanding anything

9. In the event the Lessee makes alterations, attaches fixtures or erects additions, structures, or signs in or upon the leased premises, all such additions shall be and remain the exclusive property of the Lessee and shall be removed from the premises by the Lessee prior to the termination of this lease, and the Lessee shall, upon expiration of this lease or any renewal thereof, restore the demised premises to the same condition as that existing prior to the erection or installation of such additions, alterations, structures, fixtures or signs, reasonable and ordinary wear and tear and damage by the elements, by acts of God or by circumstances over which the Lessee has no control excepted. Should the Lessee fail or refuse to remove said additions, alterations, structures, fixtures or signs upon termination of this lease or any removal thereof, then the State may enter into said premises and do so at Lessee's sole cost and expense.

10. The Lessee hereby agrees not to call upon State to make any improvements or repairs on said premises, but Lessee agrees to keep same in good order and condition at Lessee's own expense.

11. The State reserves the right to grant rights and easements in or upon the demised premises as long as such grants do not interfere unreasonably with the rights of the Lessee.

12. The Lessee agrees to indemnify and save harmless the State, its officers, its agents and employees from any and all claims or losses accruing or resulting to any and all persons, firms or corporations in connection with this lease and from any and all claims or losses accruing from or resulting to a person, firm, or corporation who may be injured or damaged by the Lessee.

13. The Lessee hereby agrees that in the event of a declared national emergency or mobilization that State may terminate this lease at any time by giving written notice to the Lessee at least ninety days prior to the date when such termination shall become effective.

14. In the event the State intends to enlarge the Armory, or in the event that the State requires construction of a maintenance and/or training facility separate from the Armory, and in the event the State requires the demised premises or a portion thereof in connection with said construction then, and in that event, the Lessee hereby agrees that the State may terminate this lease by giving written notice to the Lessee at least one year prior to the date when such termination shall become effective.

15. Lessee shall furnish a certificate of insurance to the State with amounts of combined single limited comprehensive liability insurance of not less than Two Hundred Fifty Thousand Dollars (\$250,000), the certificate of insurance shall provide that the insurer will not cancel the insured's coverage without ten (10) days' prior written notice to the State.

Lessee agrees that the insurance herein provided for shall be in effect at all times during the term of this lease. In the event said insurance coverage expires at any time or times during the term of this lease, Lessee agrees to provide the State Department General Services, State Capitol, Sacramento, California, at least ten (10) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the lease, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of said Department of General Services and Lessee agrees that

at any time during the term hereof by giving notice to the State at least ninety (90) days next prior to the date when such termination shall become effective.

17. In the event of the breach by the Lessee of any of the covenants herein contained on the part of the Lessee to be kept and performed, it shall be lawful for the State to enter into and upon the leased premises, and every part thereof, and remove all persons and property therefrom, and to enjoy the leased premises as in the first and former estate of the State, anything to the contrary herein contained notwithstanding.

18. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To Lessee, City of Porterville, 291 North Main Street, Porterville, California: and to the State at Military Department, Office of the Adjutant General, 2520 Marconi Avenue, Sacramento, California. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice given by such party to the other, as hereinabove provided, but nothing herein contained shall preclude the giving of any such written notice by personal service.

19. Any holding over after the expiration of the said term or any extension thereof with the consent of the State, shall be construed as a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, as far as applicable.

20. Lessee agrees that it will not assign or sub-lease these premises without the written consent of the Lessor. However, nothing in this paragraph shall prevent the Lessee from licensing individuals or organizations from making use of the property so as to attain the

request therefor so long as said use is not incompatible with and does not interfere with City's normal use of said property.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year in this lease first above written.

CITY OF PORTERVILLE  
a Municipal Corporation

By [Signature]  
Aubrey M. Lumley, Jr., Mayor

ATTEST:

[Signature]  
Roy R. Pederson, City Clerk

STATE OF CALIFORNIA

By [Signature]  
~~ROBERT J. KITT, Brigadier General~~  
~~The Adjutant General~~

BERNARD J. KITT  
Brigadier General  
Acting The Adjutant General

Approved as to legal form  
[Signature]  
City Attorney  
Date: 12-15-66

7015  
Department of Social Services  
APPROVED  
MAR 22 1967  
[Signature]  
Assistant Director



RESOLUTION NO. 4564

AUTHORIZING REQUEST FOR LONG  
TERM LEASE, ARMORY PROPERTY

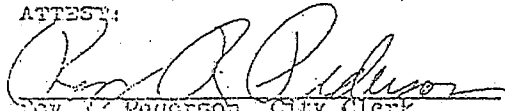
WHEREAS, the Council of the City of Porterville determined that it would be of mutual benefit to the City of Porterville and to the State of California for the City to lease the portion of the Armory property not being used for Armory purposes.

THEREFORE, BE IT RESOLVED by the Council of the City of Porterville that the City request a lease of said property from the State of California for a period of 99 years or such other long term lease as may be authorized by the State of California.

BE IT FURTHER RESOLVED that the Mayor of the City of Porterville be authorized to execute said lease on behalf of the City.

  
Aubrey M. Lumley, Jr., Mayor

ATTEST:

  
Roy R. Pederson, City Clerk

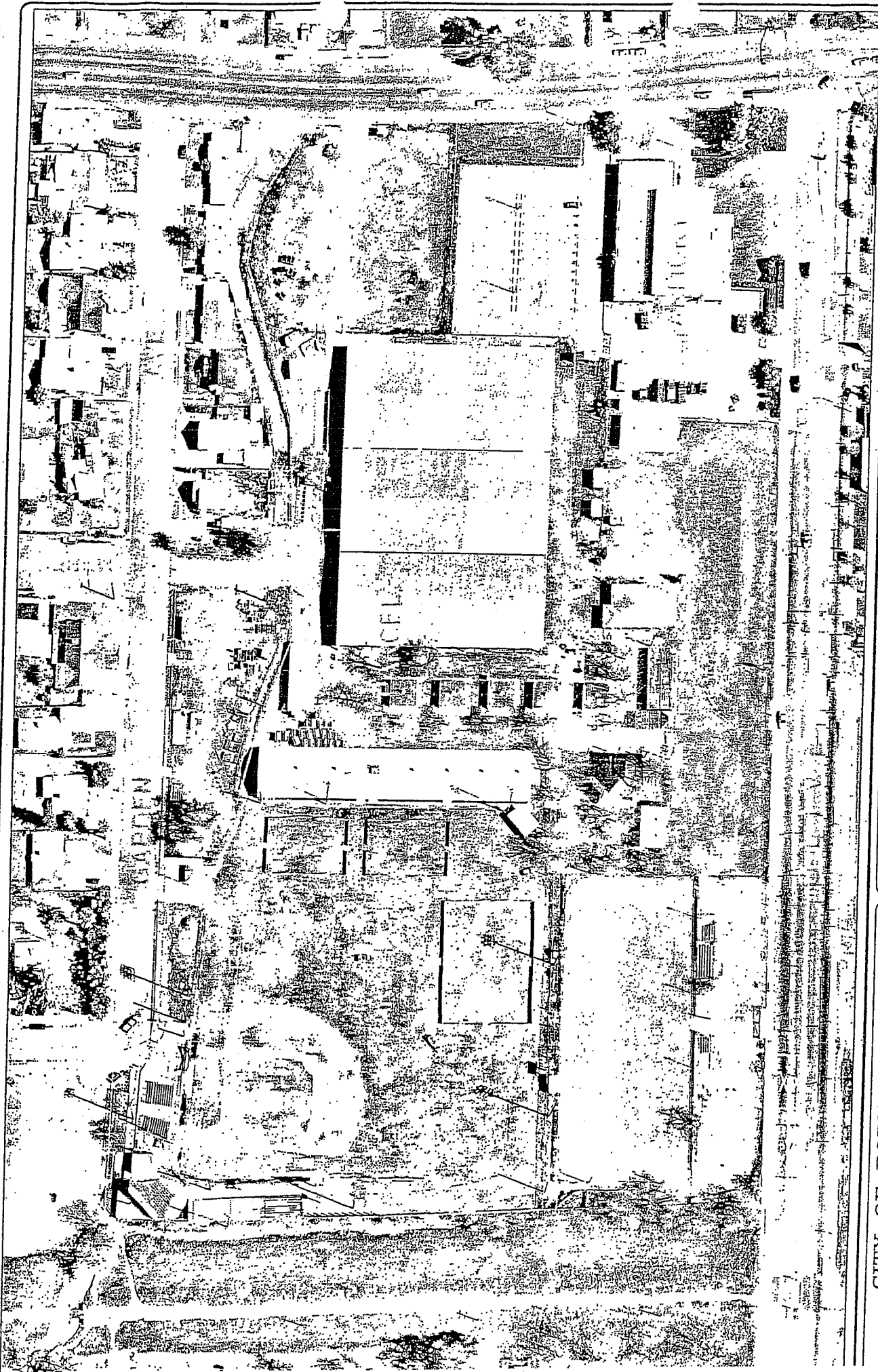
\* \* \* \* \*

STATE OF CALIFORNIA | SS  
COUNTY OF TULARE

I, ROY R. PEDERSON, the duly appointed and acting City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of a resolution duly and regularly passed and adopted at a regular meeting of the Porterville City Council regularly called and held on the 15<sup>th</sup> day of November, 1966.

ROY R. PEDERSON, City Clerk

Nov 15 1966



CITY OF PORTERVILLE  
ENGINEERING DIVISION  
801 N. MAIN ST. PORTERVILLE, CALIFORNIA 93257, BOX 763-7142

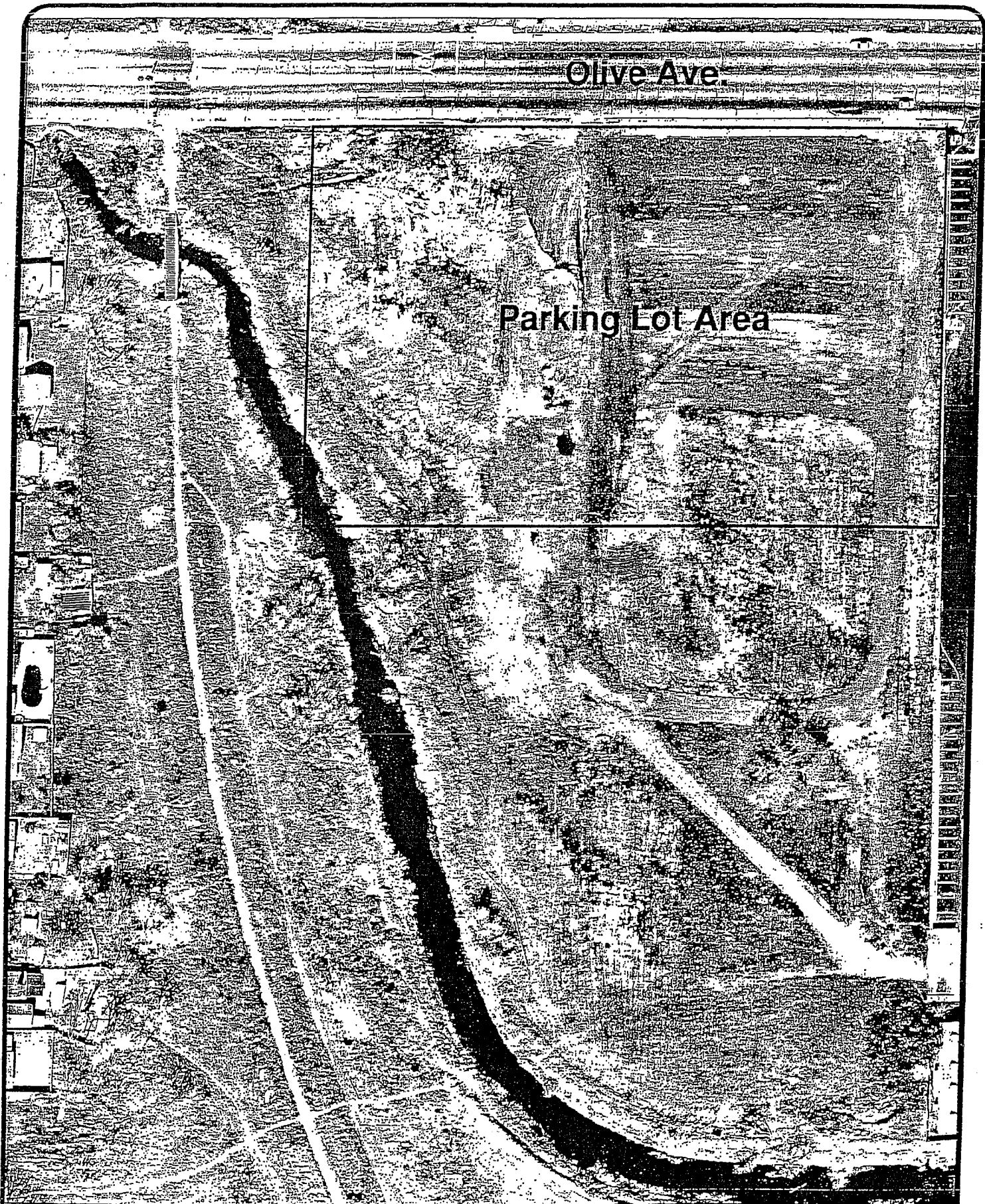
DESIGN BY \_\_\_\_\_ DATE \_\_\_\_\_  
DRAWN BY \_\_\_\_\_ DATE \_\_\_\_\_  
CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

REVISION NO. \_\_\_\_\_ DATE \_\_\_\_\_

EXHIBIT "A"

SHEET  
OF



Olive Ave.

Parking Lot Area



Fair Grounds Parking South of Olive Ave.  
Exhibit "B"

LICENSE AGREEMENT WITH THE TULARE COUNTY  
JUNIOR LIVESTOCK AND COMMUNITY FAIR

This Agreement made and entered into by and between the CITY OF PORTERVILLE, a municipal corporation, hereinafter called the "City", and THE TULARE COUNTY JUNIOR LIVESTOCK AND COMMUNITY FAIR, a corporation, hereinafter called the "Fair".

RECITALS:

(a) WHEREAS, the City is the owner of certain real property located in the City of Porterville, County of Tulare, State of California, and known generally as the Porterville Municipal Ball Park, with said real property generally described in Exhibit "A" attached hereto and made a part hereof by reference, excepting Parcel <sup>3</sup> ~~2~~ of Exhibit "A" leased to the City by the State of California;

(b) WHEREAS, the Fair is a non-profit corporation formed for the purpose of making provision for and annually conducting a Junior Livestock and Community Fair, for the benefit of agricultural students of college, high school and grammar school age, which undertaking the City recognizes as being of great advantage and importance to the Porterville community, including the City of Porterville; and

(c) WHEREAS, the City wishes to extend the use of said property so that the beneficial use of the same may be utilized to its greatest advantage.

NOW, THEREFORE, it is hereby agreed between the City and and the Fair as follows, to wit:

1. The City hereby grants the Fair an exclusive license to occupy, use and employ the Parcels 2 and 3 described in Exhibit "A", excluding therefrom any public street, alley, or way, during the term of this Agreement, and an exclusive license to occupy, use and employ Parcels 1 and 4 described in Exhibit "A", excluding therefrom any public street, alley, or way, for a continued period of 21 days each calendar year throughout the term of this Lease and a non-exclusive license to use said Parcels for the balance of the term of this Agreement. The 21 day period shall be determined in the manner and at the time set forth herein.

2. The City, in consideration of the promises and undertaking of the Fair hereinafter set forth, does hereby grant to the Fair the following:

(a) An exclusive license to construct and thereafter to maintain, or at the discretion of the Fair, to remove without damage to the premises all stock barns, poultry and small livestock houses, livestock show rings with necessary bleachers, for the housing exhibition, judging and sale at or auction, or private sale, of all kinds of livestock and poultry together with such other buildings and structures suitable or deemed suitable by

Fair for purposes of the activities of the Fair upon Parcels 2 and 3 as set forth in Exhibit "A" attached hereto, including, but not limited to, those structures heretofore constructed thereon by Fair. Said structures, buildings and improvements may be of such material and construction as Fair may deem proper but shall be in conformity and made to comply with the Uniform Building Code of the City and, in particular, there shall be allowed a minimum of at least 22 feet of clear space on all sides of each building or structure placed, built, erected or constructed upon said parcels.

(b) The license to make exclusive use of said Parcels 1 and 4, together with the buildings, structures, improvements and facilities located thereon including concession booths and stands, shall be for the purpose of preparing for and conducting thereon a Junior Livestock Show and Stock Sale and Community Fair of the same general nature as that heretofore conducted by Fair upon the premises, for a continuous period of 21 days during each calendar year throughout the term of the license, it being stipulated that said 21 days' period covered by this license shall be between the dates of May 1 and June 5 of each year during the license period, with the right on behalf of the Fair to determine the exact dates upon which the use of said property is to be made by the Fair in each calendar year, with the duty and obligation on behalf of the Fair to advise the City Manager of the City of Porterville in writing of the said 21 days chosen for carrying on such activity at least 60 days prior to the Community Fair dates selected by the Fair.

(c) The Fair agrees that it shall not construct, or cause to be constructed any permanent building or structure on Parcel 1. However, nothing herein shall prevent the erection of temporary facilities to be used in connection with the presentation of the Community Fair during said 21 day period. Said temporary facilities shall be removed at the conclusion of said fair.

3. Fair shall not suffer, permit or allow any livestock to be brought upon Parcel 1 without the consent of the City, except such livestock as may be employed or used in entertainments presented in connection with said fair.

4. Fair shall at all times while carrying on or conducting any activities under this license, conform to, fully observe and comply with all ordinances, rules and regulations of the City, County of Tulare, and the State of California governing use of said real property, including the terms of that certain Lease between the State of California and City with respect to said Parcel <sup>3</sup> dated January 10, 1967.

5. City <sup>3</sup> specifically agrees that nothing herein contained shall be deemed to prohibit the presentation by Fair, for profit of the Fair, in connection with carrying on and conducting said livestock show and fair, of amateur and professional entertainment of vaudeville, variety or circus type entertainment and all other similar forms of entertainment; provided, however that Fair shall make no use or suffer, permit or allow any use to be made of

Parcel 1 for the purpose of carrying on or conducting of any form of entertainment on Parcel 1 making use of animals, or otherwise, which will cause appreciable damage to Parcel 1 or the surface of the earth, sod or grass on Parcel 1.

6. Fair shall have the right to use and employ Parcels 2, 3 and 4 for any legitimate purpose or activity at any time, provided such use of Parcel 4 shall not interfere with the use thereof by the City, or by other licensees or lessees of the City who have made prior reservations thereof.

7. The Fair, as a material part of the consideration to be rendered to the City for the granting of this license, covenants and agrees that the City shall be free from all liability and claims for damages by reason of any injury to any person or persons, including death, or property of any kind whatsoever, from any cause or causes whatsoever while in, upon, or in any way connected with the said licensed premises, or the premises adjacent thereto during any period in which the Fair makes use of the premises described herein. It is further stipulated and agreed that the Fair shall, and it does hereby save and indemnify the City of Porterville, all of its officers, agents and employees of and from all claims, demands actions or causes of actions arising from or in any way connected with the occupation of the demised premises, together with all costs and attorney's fees; that at all times during which the Fair makes any use of the premises herein, said Fair shall be and is hereby required and it hereby agrees to keep in full force and effect, with the premium fully pre-paid thereon, property damage and personal liability insurance in the minimum sums of One Million Dollars (\$1,000,000.00) per occurrence Bodily Injury, One Hundred Thousand Dollars (\$100,000.00) per occurrence Property Damage or One Million Dollars (\$1,000,000.00) combined single limit of Bodily Injury and Property Damage and shall file with the City of Porterville the original policies and/or certificate thereof. In the event of a Carnival or like activity a Five Million Dollar (\$5,000,000.00) combined single limit of Bodily Injury and Property damage shall be required. In lieu of the foregoing arrangement, the City may, at the City's election, maintain the required policies of liability insurance and the Fair will reimburse the City for premiums paid with respect to such insurance upon demand.

Fair further agrees promptly to obtain, and hereinafter during the life of this licensing agreement to maintain in force, in the name of the City of Porterville, a policy or policies of fire, extended coverage, and vandalism insurance in a sum equal to the full replacement cost of said buildings and structures and to make payment for all premiums thereon.

The City agrees that in the event of any loss to buildings constructed by Fair and covered by such insurance policy, the entire sum payable by reason of such loss shall be payable directly to the Fair.

8. Fair shall at its own proper cost and expense pay and discharge all power bills, electric light bills, telephone, gas utilities and all other occupational charges for the premises during the period of its occupancy under this license.

9. Fair shall, without cost to City, at and during the holding of all public gatherings upon Parcels 1 and 4 conducted by the Fair, cause to be removed from such premises all paper, litter, trash, garbage, refuse litter and debris, and at the completion of each of its occupational periods hereunder, shall leave and surrender such premises to the City in good clean, sanitary condition, free from litter, refuse, paper, trash litter and debris of all kinds and character.

10. Fair stipulates and agrees at all times during its occupancy of the premises to keep and maintain the improvements thereon together with the fixtures, plumbing fixtures, lighting fixtures, and sanitary fixtures in good condition, state of repair and operating condition.

11. Fair shall and it does hereby undertake and agree to replace or repair any structure or structures situated on Parcels 1 and 4, excluding therefrom grandstand, bleachers and fence located on Parcel 1, which are destroyed or damaged by any risk, hazard or casualty insurable under a standard form of fire, extended coverage, and vandalism insurance policy, at the sole cost and expense of Fair.

12. If Fair shall fail, neglect or refuse for any cause to pay, do or perform any of the terms, covenants, provisions, stipulations or agreements hereof on the part and behalf of the Fair to be paid, kept and performed, City may at its option terminate and cancel this license and Fair shall have no right to exercise any further rights or benefits under this license.

13. This license shall remain in full force and effect for a period commencing this date and terminating December 31, 1984.

DATED: December 18, 1979

CITY OF PORTERVILLE

By: Theodore G. Ensslin  
Theodore G. Ensslin, Mayor

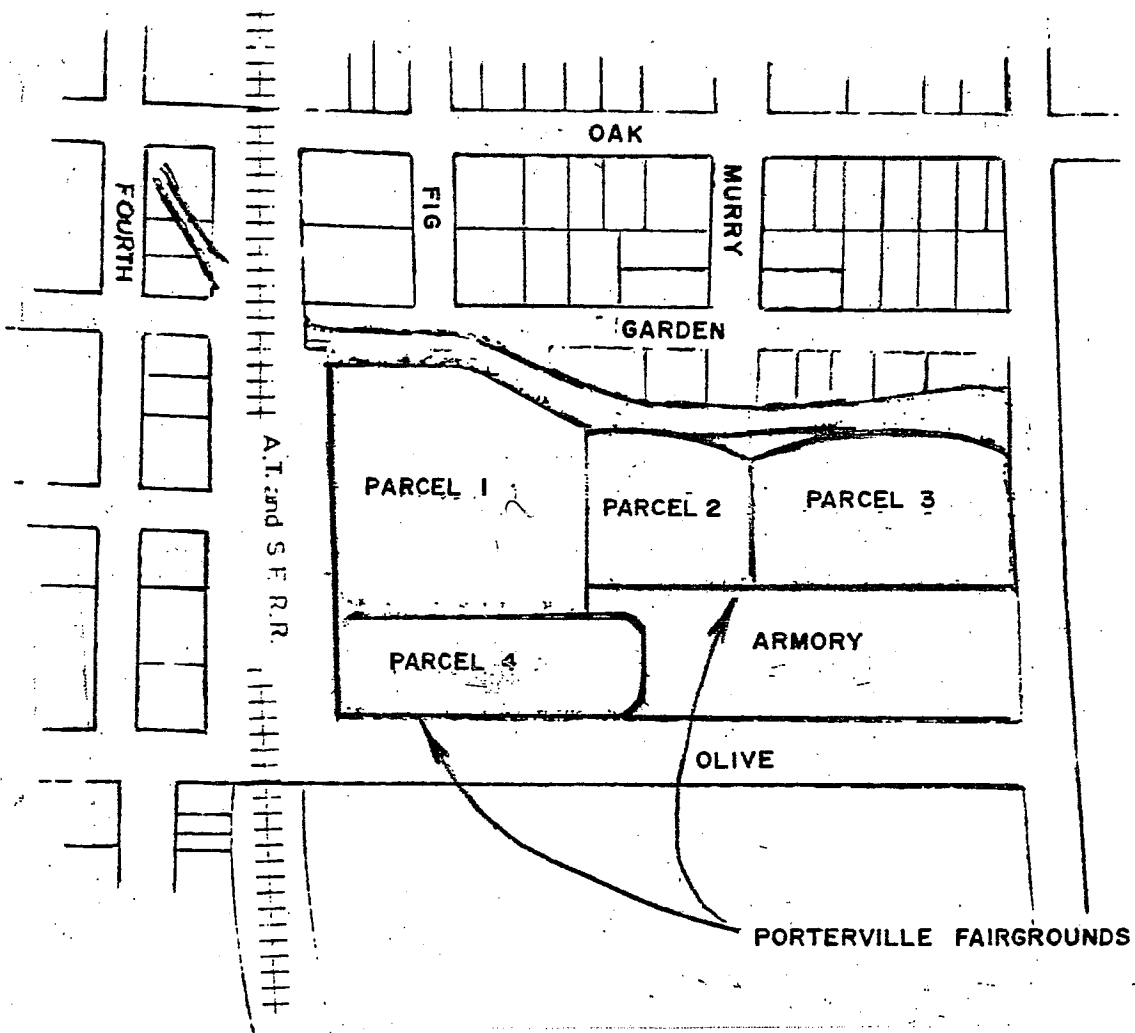
ATTEST:

C.G. Aufraker  
C.G. Aufraker, City Clerk

BOARD OF TRUSTEES OF TULARE  
COUNTY JUNIOR LIVESTOCK AND  
COMMUNITY FAIR.

By: William R. Rodgers  
President

William J. Lebel  
Secretary





original

LICENSE AGREEMENT WITH TULARE COUNTY JUNIOR  
LIVESTOCK AND COMMUNITY FAIR, INC.

This Agreement, made and entered into by and between the City of Porterville, a charter law city and municipal corporation (the "City") and the Tulare County Junior Livestock and Community Fair, Inc., a California Corporation (the "Fair") effective this 7th day of March, 2000.

R E C I T A L S:

WHEREAS, City is the owner of certain real property located in the City of Porterville, County of Tulare, State of California, designated as Parcels 1, 2 and 4 of Exhibit "A" attached hereto and made a part hereof by this reference (individually, respectively, "Parcel 1," "Parcel 2" and "Parcel 4"); and is the lessee of Parcel 3 of Exhibit "A" ("Parcel 3"), by way of a certain Lease Agreement, dated January 10, 1967, between the City and State of California (Parcel 1, Parcel 2, Parcel 3 and Parcel 4 being collectively referred to herein as "Porterville Municipal Ball Park and Grounds" or "Premises"); and

WHEREAS, Fair is a non-profit corporation formed for the purpose of making provision for and annually conducting a Junior Livestock and Community Fair (the "Annual Fair"), for the benefit of agricultural students of college, high school and grammar school age, which undertaking City recognizes as being of great advantage and importance to the Porterville Community, including the City of Porterville; and

WHEREAS, City wishes to utilize the Porterville Municipal Ball Park and Grounds to its greatest advantage for the benefit of the residents of the Porterville community, by extending the use of the facilities to Fair.

NOW, THEREFORE, IT IS HEREBY AGREED by and between City and Fair as follows, to wit:

1. For a consideration, including the promises, covenants and undertakings as hereinafter set forth, Fair hereby agrees within thirty (30) days from the effective date of this Agreement, to Grant Deed to City, free of encumbrances, its interest in Lots 1 and 2 in Block J of J.P. Murry's Addition in the City of Porterville, County of Tulare, State of California, as per map recorded in Book 3, at Page 10 of Maps in the Office of the County Recorder of said County, excepting from said Lot 1 those portions thereof conveyed to the City of Porterville by Deeds recorded on

January 5, 1939 in Book 832, at Page 99, and on March 21, 1950 in Book 1430, at Page 178, of Official Records; said Lots 1 and 2, hereinafter designated, collectively, as Parcel 5 of Exhibit A. If at any time subsequent to the termination of this Agreement, or any subsequent Agreement regarding the Premises, the Premises are no longer used or employed for conducting an annual Junior Livestock and Community Fair, then, and in that event, City will Quit Claim to Fair its interest in said Lots comprising Parcel 5.

2. For a consideration, including the promises, covenants and undertakings as hereinafter set forth, City hereby grants to Fair, to the extent permitted by, and at all times subject to the limitations of, City's lease of Parcel 3 from the State of California, an exclusive license to occupy, use and employ Parcels 2, 3, and 5 as described in Exhibit "A", excluding therefrom any public street, alley or way, during the term of this Agreement, and further grants to Fair an exclusive license to occupy, use and employ Parcels 1 and 4 as described in Exhibit "A", excluding therefrom any public street, alley, or way, for the period from May 9 through June 5 in each calendar year throughout the term of this Agreement.

3. City, in further consideration of the promises, covenants, and undertakings of Fair hereinafter set forth, does hereby agree as follows:

(a) The exclusive license described in paragraph 2, herein, includes the right to construct and thereafter to maintain on Parcels 2, 3, and 5, or at the discretion of Fair or upon termination of this Agreement or revocation of the licenses, to remove without damage to the premises, all stock, barns, restrooms, dressing rooms, poultry and small livestock houses, livestock show rings with necessary bleachers, and other pertinent facilities, for the purpose of housing exhibitions, judging and sale or auction, or private sale, of all kinds of livestock and poultry, together with such other buildings and structures suitable or deemed suitable by Fair for purposes of the activities of Fair and utilizing the license set forth in paragraph 2 herein. City hereby acknowledges and accepts, as part of this Agreement, the structures that have been heretofore constructed on Parcels 2, 3, and 5 by Fair.

Said structures, buildings and improvements may be of such material and construction as Fair may deem proper but shall be in conformity and maintained in such a manner in order to comply with applicable provisions of the latest Edition of the Uniform Building Code adopted by City and, in particular, shall be required to maintain at least 22 feet of clear space on all sides of each building or structure placed, built, erected, constructed, or maintained upon said Parcels, and no structure will be placed closer than 10 feet

to a common interior property line. Plans and specifications for all proposed structural improvements shall be submitted to the City for approval, and shall be subject to all applicable plan check fees.

(b) For the term of this Agreement, the license to make exclusive use of Parcels 1 and 4 each calendar year during the period of the Annual Fair, together with the use of buildings, structures, improvements and facilities located thereon, including concession booths and stands, shall be for the purpose of preparing for and conducting thereon an Annual Fair of the same general nature as that heretofore conducted by Fair upon those premises.

(c) Fair understands and agrees that, notwithstanding the exclusive right herein granted to occupy, use and employ Parcels 1 and 4 during the period of the Annual Fair each calendar year, that it shall not construct, or cause to be constructed, any building or structure which would be considered permanent, or attached, to the real property known as Parcels 1 and 4. However, nothing herein shall prevent the erection of temporary facilities to be used in connection with the presentation of the Annual Fair during said exclusive use period. Fair shall promptly remove any temporary facilities, buildings, structures or appurtenances, located on Parcels 1 and 4 at the conclusion of each exclusive use period.

(d) For the term of this Agreement, and providing Fair remains in compliance with all conditions set forth herein, a community civic event permit is hereby granted to Fair in order to permit the Annual Fair on the Premises. In the event the conduct of activities associated with an Annual Fair warrant consideration of the closure of one or more public streets, Fair shall make application and seek City approval of a separate community civic event permit in a timely manner.

4. Fair shall not suffer, permit or allow any livestock to be brought upon Parcel 1 without the consent of City, except such livestock as may be employed or used in entertainment presented in connection with said Annual Fair.

5. Fair shall at all times while carrying on or conducting any activities under this Agreement, conform to, fully observe and comply with all applicable ordinances, rules and regulations of the City, County of Tulare, and the State of California governing use of said real property, including as required by the terms of that certain Lease between the State of California and City with respect to Parcel 3, said Lease being dated January 10, 1967.

6. City specifically agrees that nothing herein contained shall be deemed to prohibit the presentation by Fair, for profit of Fair in connection with carrying on and conducting said Annual Fair, of amateur and professional entertainment of vaudeville, variety or circus type entertainment and all other similar forms of entertainments; provided, however, that Fair shall make no use or suffer, permit or allow any use to be made, of Parcel 1 for the purpose of carrying on or conducting of any form of entertainment on Parcel 1 making use of animals or otherwise, which will cause appreciable damage to Parcel 1 or the surface of the earth, sod or grass of Parcel 1.

7. The right to use and employ the Premises, excluding Parcel 1, shall include the right to exercise any legitimate activity or purpose during the pertinent times permitted herein.

8. Fair, as a material part of the consideration to be rendered to City for the execution of this Agreement, and for the granting of the licenses contained herein, covenants and agrees during the term of this Agreement to:

(a) accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the City, its officers, agents, employees, and assigns from any actions, claims, damages, disabilities or the cost of litigation, including Attorneys' fees, that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by the Fair hereunder, whether or not there is passive concurrent negligence on the part of the City, but excluding liability due to the active negligence or willful misconduct of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or by Fair, or its agents or employees, under workers' compensation acts, disability benefits acts or other employees' benefits acts.

(b) procure the following insurance which shall be full coverage insurance, not subject to self-insurance provisions and shall not of its own initiative cause such insurance to be canceled or materially changed during the course of this Agreement:

(1) COMPREHENSIVE GENERAL LIABILITY INSURANCE.  
Including contractual liability, and personal injury liability and property damage with at least two million dollars (\$2,000,000) liability limit per occurrence, and having a deductible of not more than \$5,000. In the event of a carnival or like activity, five million dollars (\$5,000,00) combined single limit of bodily injury and property damage shall

be required. Prior to commencement of the term of this Agreement, Fair shall provide City with an original Certificate of Insurance, together with a signed endorsement naming the City as Additional Insured and acknowledging that thirty (30) days written notice of cancellation or material change shall be given City. Coverage shall be primary as to any other insurance with respect to performance of this Agreement, be with a company having an A.M. Best Rating of not less than A:VII, and be an admitted insurer in the State of California.

(2) COMMERCIAL PROPERTY INSURANCE. Providing basic coverages for fire, lightning, explosion, smoke, windstorm, vandalism, etc., in the name of the City, and in a sum equal to the full replacement cost of all buildings and structures on Parcels 2, 3 and 5, regardless of whether said buildings or structures are improvements by Fair or City, and to make payment for all premiums thereon. City agrees that in the event of any loss to buildings or structures constructed by the Fair and covered by the insurance policy, the entire sum payable by reason of such loss shall be payable directly to Fair. In lieu of the foregoing arrangement, City may, at City's sole discretion, maintain the required policy of Property Insurance and Fair will reimburse City for premiums paid with respect to such insurance upon demand.

(3) WORKERS' COMPENSATION INSURANCE. To statutory limits, when applicable to employees of the Fair, in accordance with State Law.

(c) require renters, sub-lessors, or any other users of all or any part of the premises, to provide evidence satisfactory to the Fair of General Liability Insurance, in amounts and with terms not less restrictive than set forth in paragraph 8, (b), (1) above, and naming the City and the Fair as Additional Insured.

(d) comply with changes which are expected to occur from time to time in the terms and /or limits of insurance coverages required by City. When applicable, Fair will be notified in writing of such changes by City's Risk Manager not less than ninety (90) days prior to the expiration/renewal date of the policy or policies affected.

9. Fair shall, at its own proper cost and expense, pay and discharge all electric bills, and all refuse collection, sewer, telephone, water and gas utility fees, and, with respect to Parcels 1 and 4, applicable facility user fees for the premises during the period of its occupancy during this Agreement. Fair

shall not cause or permit any on-site utilities serving the premises to be extended off the premises to serve properties or uses adjacent to the premises with such on-premise utilities.

10. Fair shall, without cost to City, at and during the holding of all public gatherings upon Parcels 1 and/or 4 conducted by Fair, cause to be removed from such premises all paper, litter, trash, garbage, refuse and debris, and at the completion of each period in which it occupies such premises, shall leave and surrender such premises to the City in a good, clean and sanitary condition, free from litter, refuse, paper, trash and debris of all kinds and character. Should Fair fail to comply with this provision in a timely manner, City may, at its discretion, arrange for the premises to be restored to a clean and sanitary condition, free from litter, refuse and debris of all kinds and character, and bill Fair for all costs associated with restoring the premises.

11. Fair stipulates and agrees at all times during its occupancy of the premises to keep and maintain the improvements located thereon, together with the fixtures, plumbing fixtures, lighting fixtures, and sanitary fixtures, in good condition, state of repair and operational.

12. Fair shall and it does hereby undertake and agree to replace or repair any structure or structures situated on Parcels 1 and 4 which are destroyed or damaged during any exclusive use period for the Annual Fair, by any risks, hazard or casualty insurable under the standard form of fire, extended coverage, and vandalism insurance policy, at the sole cost and expense of Fair, and without limitation to the amount of insurance proceeds received by the parties as a result of such loss or losses.


13. If Fair shall fail, neglect or refuse for any cause to pay, do or perform any of the terms, covenants, provisions, stipulations or agreements hereof on the part and behalf of Fair to be paid, kept and performed, City may, at its option, terminate and cancel this Agreement and Fair shall have no right to exercise any rights or benefits under the Agreement, including any licenses herein.

14. This Agreement shall remain in full force and effect for the period commencing this date and terminating December 31, 2015.

Dated: March 7, 2000

CITY OF PORTERVILLE

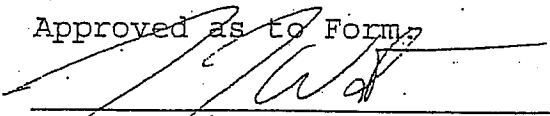
BY:

  
VIRGINIA R. GURROLA, Mayor

ATTEST:

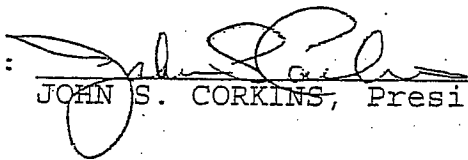
  
C. G. HUFFAKER, City Clerk

Approved as to Form

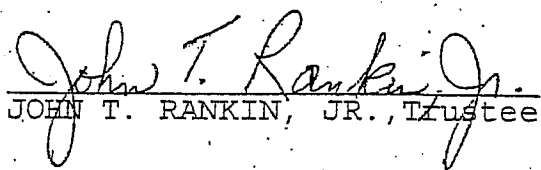
  
THOMAS T. WATSON  
City Attorney

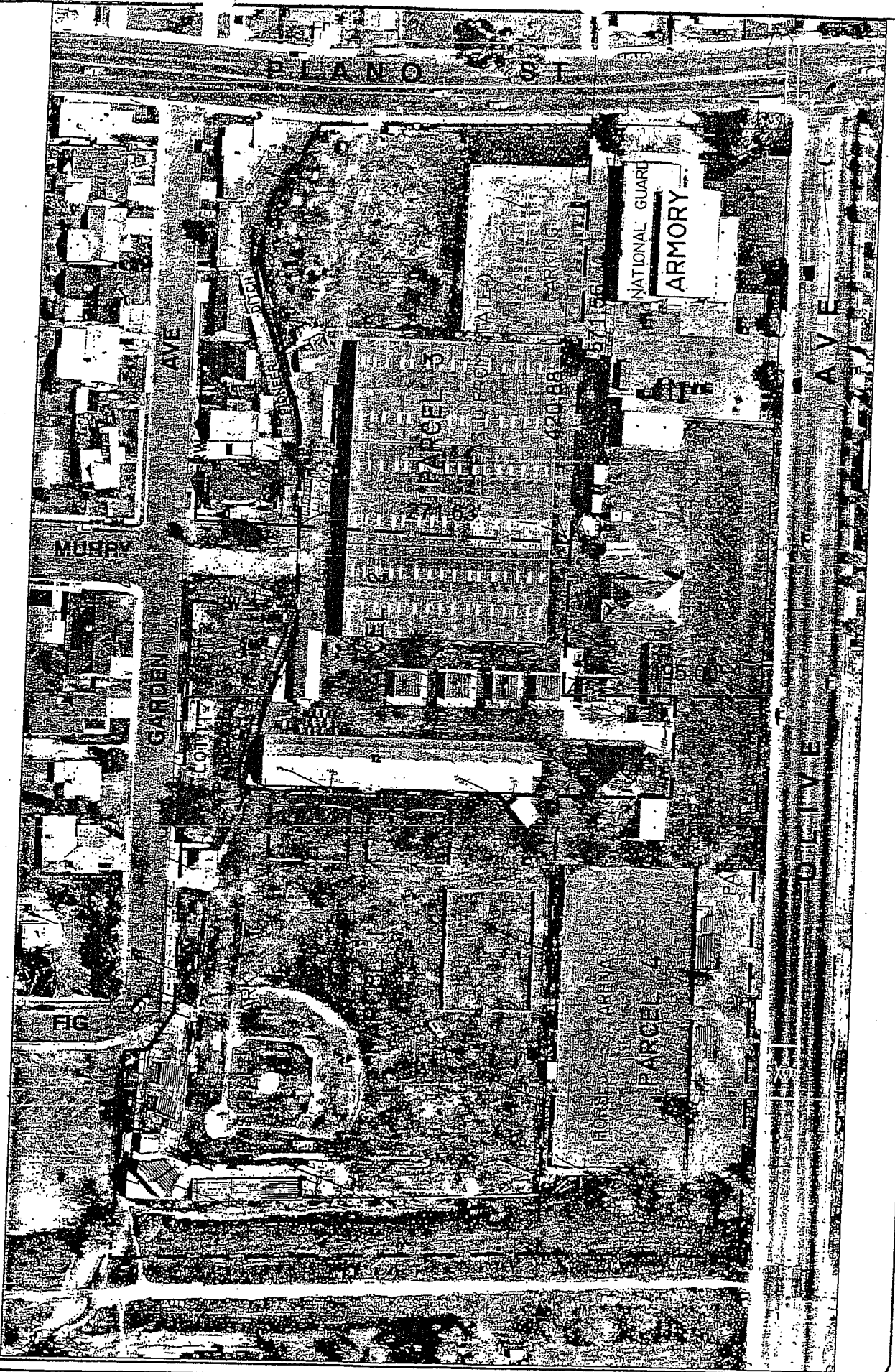
BOARD OF TRUSTEES OF TULARE COUNTY JUNIOR  
LIVESTOCK AND COMMUNITY FAIR, INC.

BY:

  
JOHN S. CORKINS, President

BY:

  
JOHN T. RANKIN, JR., Trustee





AMENDMENT TO LICENSE AGREEMENT WITH TULARE  
COUNTY JUNIOR LIVESTOCK AND COMMUNITY FAIR, INC.

The City of Porterville, a Charter Law City and Municipal Corporation (the "City") and the Tulare County Junior Livestock And Community Fair, Inc., a California Corporation (the "Fair"), having entered into a License Agreement dated March 7, 2000, do hereby agree to amend said Agreement as follows:

A. Paragraph 3 of the Agreement is amended by the addition of subparagraph (e), to wit:

(e) This Agreement includes the right to the sale of alcoholic beverages in conjunction with the Annual Fair, during the term of this Agreement, with the following conditions:

1. Alcohol sales shall be allowed only during the hours of 5:00 p.m. to 11:00 p.m., Wednesday through Friday, and between the hours of 10:00 a.m. and 11:00 p.m. on Saturdays during the Annual Fair.
2. That the location and screening of the alcohol sales area shall be maintained at the location heretofore established and utilized during the Annual Fair (i.e., northeast corner of Parcel 1).
3. That the alcohol sales area be designated as an "Adult Refreshment Area" or other similar terms, without reference to alcohol. Further, other refreshments, (i.e. soft drinks, coffee, etc.) shall also be available to patrons. Admittance to the "Adult Refreshment Area" shall be restricted to individuals 21 years of age, or older, and no beverages will be permitted to leave the "Adult Refreshment Area" to be consumed outside the area at any time, and no beverage containers of any sort shall be allowed to be brought into the "Adult Refreshment Area".
4. Fair shall utilize security personnel, whether by private contractor or by City Police personnel under separate agreement, at its own cost and expense, with the decision of whether to hire private security personnel or City police personnel to be at the sole discretion of the Board of Trustees for Fair, and it being further understood that City will not be responsible for the payment of said services.
5. Any agreements or contracts between Fair and carnival operators shall include a provision prohibiting carnival workers and personnel from using the "Adult Refreshment Area" during the course of their work during the Annual Fair.

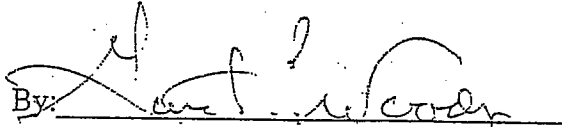
6. Board of Trustees for Fair will work with the Porterville Prevention Alliance to permit the location of a booth in the general area of the "Adult Refreshment Area" designed to present educational material on the problem of chemical abuse and substance dependency. The utilization of such a booth shall be without charge to the Porterville Prevention Alliance.

7. Notwithstanding annual insurance requirements set forth in Paragraph 8, Subparagraph (b), of this Agreement, the Board of Trustees for Fair shall procure, or cause to be procured, Liquor Liability Insurance coverage of not less than \$1,000,000.00 per occurrence, naming the City of Porterville, its officers, employees, agents and volunteers as "Additional Insured" against all claims arising out of, or in connection with, the sale of alcoholic beverages in conjunction with the Annual Fair. Evidence of coverage shall be presented (in the form of an original Certificate of Insurance) to the City's Risk Manager each year, prior to the commencement of the Annual Fair.

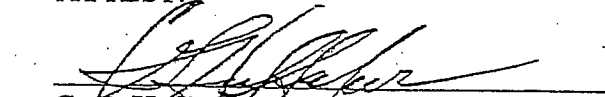
B. This amendment shall be effective on the 17th day of April, 2001.

DATED: April 17, 2001

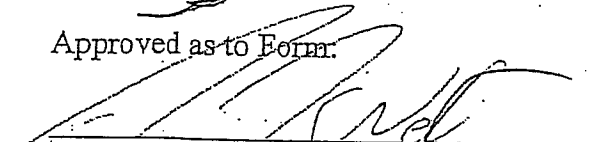
CITY OF PORTERVILLE

By:   
Gordon T. Woods, Mayor


ATTEST:

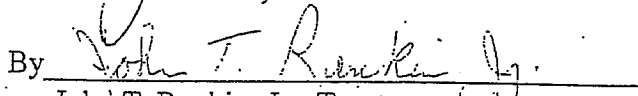
  
C. G. Huffaker, City Clerk

Approved as to Form:

  
Thomas T. Watson, City Attorney

BOARD OF TRUSTEES OF TULARE  
COUNTY JUNIOR LIVESTOCK AND  
COMMUNITY FAIR, INC.

By:   
John S. Corkins, President

By:   
John T. Rankin, Jr., Trustee

AMENDMENT NO. 2 TO LICENSE AGREEMENT  
WITH TULARE COUNTY JUNIOR LIVESTOCK AND COMMUNITY FAIR, INC.

This City of Porterville, a Charter Law City and Municipal Corporation ("the City") and the Tulare County Junior Livestock and Community Fair, Inc., a California Corporation ("the Fair"), having entered into a License Agreement dated March 7, 2002, amended on April 17, 2001, make the following recitals and do hereby agree to further amend said Agreement.

RECITALS

WHEREAS, the Fair is in need of increased room and improved facilities in order to continue its mission for youth involvement and the implementation of the annual fair.

WHEREAS, the City recognizes the Fair's mission and need and also the overall need to utilize the subject Grounds for the greatest benefit for all members of the Porterville Community.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the City and the Fair that the License Agreement effective March 7, 2000, and subsequently amended on April 17, 2001 be amended, to wit:

A. The terms pertaining to Parcels 2 and 4 in the March 7, 2000, Agreement are amended as follows:

1. The City hereby grants to the Fair, for a consideration, including the promises, covenants and undertakings as hereinafter set forth, to the extent permitted, and at all times subject to all requirements and restrictions applicable by law, an exclusive license to occupy, use and employ Parcels 2 and 4 as described in Exhibit "A", excluding therefrom any public street, alley or way, during the term of this Agreement, and subject to the below-described conditions.
2. The Fair will not be entitled to construct, or cause to be constructed, any building or structure which would be considered permanent, or attached, to the real property known as Parcel 2 (other than what is currently allowed to be constructed under the March 7, 2000 Agreement) and Parcel 4, until December 31, 2004. Furthermore, the Fair is subject to all applicable City regulations concerning the construction and maintenance of any and all buildings and structures, with regard to all Parcels covered by the March 7, 2000 License Agreement and Amendments.
3. The License Agreement entered into between the City and Comision Honorifica Mexicana Americana, Inc. ("CHMA") effective March 7, 2000, pertaining to Parcels 1 and 4, will remain in effect until the expiration of that Agreement, and CHMA shall have full use of the subject property for the period of April 25 through May 8 of each calendar year, as set forth in its Agreement with the City.
4. Until December 31, 2004, and the completion of a replacement facility as discussed above, the City shall be entitled to use Parcels 2 and 4 pursuant to the March 7, 2000 Agreement, excluding the period of the Annual Fair each calendar year. The City agrees to pay its share of maintenance costs with regard to its use of the property and agrees to enter into a separate agreement concerning these costs.

B. The Term of the March 7, 2000 Agreement is extended to December 31, 2032.

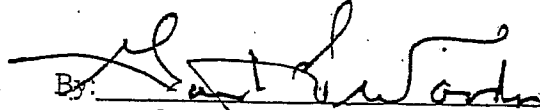
C. All other terms of the March 7, 2000 Agreement and any and all amendments, including but not limited to all terms applicable to Parcels 2 and 4, all terms concerning the construction, maintenance and removal of structures, buildings and improvements, and all terms concerning the bringing of livestock onto the premises shall be effective and applicable to all Parcels including Parcels 2 and 4 unless otherwise subsequently modified in writing by the parties.

D. The City will cooperate with the Fair Board concerning Parcel 1, consistent with other applicable Agreements and Licenses, to the extent that relocation of the current baseball park is determined by the City to be feasible. As of January 1, 2016, or sooner if a replacement facility is available, the Fair shall have an Option for a License to occupy, use and employ Parcel 1 as described in Exhibit "A" if a separate replacement facility for the City's ball park currently located on Parcel 1 has been constructed, if the Fair has produced an acceptable plan for development of Parcel 1, if a multi-use facility has been constructed by the Fair on Parcel 4, and if all other obligations and requirements under this Agreement and all Amendments have been and are continuing to be met. Any expansion of the License pertaining to Parcel 1 that is currently inconsistent with the City's use of the baseball park shall not occur until an adequate replacement facility is constructed by the City.

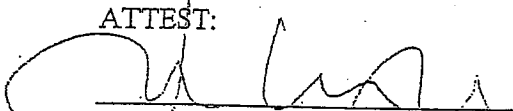
E. This amendment shall be effective on the 5th day of November, 2002.

DATED: November 5, 2002

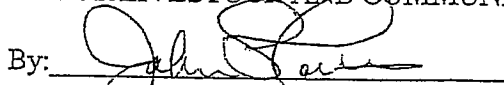
CITY OF PORTERVILLE

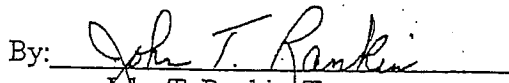
By:   
Gordon T. Woods, Mayor

ATTEST:

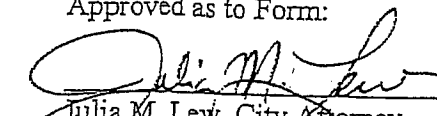
  
John Longley, City Clerk

BOARD OF TRUSTEES OF TULARE COUNTY  
JUNIOR LIVESTOCK AND COMMUNITY FAIR, INC.

By:   
John S. Corkins, President

By:   
John T. Rankin, Trustee

Approved as to Form:

  
Julia M. Lew, City Attorney