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COLORADO RIVER INDIAN TRIBES

IN THE TRIBAL COURT  
OF THE COLORADO RIVER INDIAN TRIBES

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COLORADO RIVER INDIAN TRIBES,  
  
Petitioner and Plaintiff,  
  
v.  
  
WATER WHEEL CAMP RECREATIONAL  
AREA, INC., ROBERT JOHNSON, AND DOES  
1-20,  
  
Respondents and Defendants.

Case No. CV-CO-2007-0100  
**[PROPOSED] WRIT OF RESTITUTION**

COLORADO RIVER INDIAN TRIBAL COURT TO: the Colorado River Indian Tribal Police.  
The Plaintiff, COLORADO RIVER INDIAN TRIBES (“CRIT”), recovered a judgment against the Defendant, WATER WHEEL CAMP RECREATIONAL AREA, INC. (“WATER WHEEL”), in the Colorado River Indian Tribal Court on June 13, 2008. Pursuant to this judgment, the Tribal Court granted CRIT’s petition to evict Water Wheel and declared that Water Wheel has no right to occupy the property described in the attached lease (page I and Exhibit A) (hereinafter, “Property”), which is commonly referred to as the Water Wheel Resort and is located within the Colorado River Indian Reservation. The judgment further provided that CRIT was entitled to a Writ of Restitution ordering Water Wheel’s eviction and delivery of the Property to CRIT.

NOW YOU, the COLORADO RIVER INDIAN TRIBAL POLICE, are hereby commanded to remove Water Wheel, including all of its agents and employees, from the premises described above and deliver the premises to, or maintain and defend possession of the premises for, Plaintiff CRIT. The agents and employees of Water Wheel include, but are not necessarily limited to, Robert Johnson, Christine Johnson, Brandon Johnson, Salvador Sepulveda, Nellie Toburen, and Patricia Mirindra.

You are further commanded to verbally order Water Wheel, including all of its agents and employees, not to re-enter the Property.

You are commanded to provide a copy of the Writ of Restitution to all agents and employees of Water Wheel.



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LESSEE: WATER WHEEL CAMP RECREATION AREA, INC.  
LESSOR: COLORADO RIVER INDIAN TRIBES

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30 SEP 28 P 4: 20

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Indian Affairs  
Colorado River Agency  
Parker, Arizona 85344

LAND OFFICE  
BUREAU OF INDIAN AFFAIRS  
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LEASE NO. B-468-CR

CONTRACT NO. \_\_\_\_\_

BUSINESS LEASE

THIS LEASE is made and entered into this 15th day of MAY, ~~1974~~ <sup>1975</sup>, by and between THE COLORADO RIVER INDIAN TRIBES, herein-  
after called the "Lessor," whose address is Route 1, Box 23-B, Parker, Arizona  
85344, and WATER WHEEL CAMP RECREATION AREA, INC., a California Corporation,  
hereinafter called the "Lessee," whose address is Box 2900, Parker Star Rt.,  
Blythe, California 91225, under the provisions of the Act of April 30, 1964  
(78 Stat. 188), as supplemented by Part 131, Leasing and Permitting, of the  
Code of Federal Regulations, Title 25 - Indians, and any amendments thereto  
relative to business leases on restricted Indian lands, all of which by  
reference are made a part hereof.

I. LAND DESCRIPTION

For and in consideration of the rents and agreements hereinafter set  
out, the Lessor hereby leases to the Lessee the following described premises:

Land within fractional sections 11 and 14, Township 3 South,  
and 23 East, San Bernardino meridian. See exhibit "A",  
legal description attached hereto.  
All of the above land being located in Riverside County, State  
of California, containing twenty-six (26) acres, more or less,  
and subject to any prior, valid, existing rights-of-way for  
State highways or public utilities.

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1 II. TERM

2 The term of this lease shall be thirty-two (32) years beginning on  
3 the date this lease is approved by the Secretary.

4 III. PURPOSE OF THIS LEASE

5 The conduct of a recreational facility and all purposes incidental  
6 thereto, including, but not limited to, a recreational center, a convenience  
7 store, a bar, a recreational trailer park, the rental of trailer and camping  
8 spaces, the operation of a marina and facilities related thereto, and homesites  
9 for employees. If the Lessee uses the leased premises for any purpose not set  
10 forth above, such use shall constitute grounds for cancellation of the lease.

11 IV. RENTALS

12 The Lessee, in consideration of the foregoing, agrees to pay in  
13 lawful money of the United States of America to the Bureau of Indian Affairs,  
14 Colorado River Agency rentals as follows:

15 A. The following guaranteed minimum annual rentals: the sum of One  
16 Hundred Dollars (\$100.00) per acre per year for the first through the twenty-  
17 fifth year of the lease. Prior to the beginning of the twenty-sixth year,  
18 Lessee and Lessor shall renegotiate the minimum annual rent to the then current  
19 fair annual rental value of the leased premises exclusive of improvements. Said  
20 fair annual rental to be estimated by normal appraisal procedures and methods.  
21 Said guaranteed minimum annual rentals shall be paid in advance, the first  
22 payment to be deposited with the Superintendent when this lease is submitted  
23 for approval, and subsequent payments to be made to the Bureau of Indian Affairs,  
24 Colorado River Agency on or before each anniversary date of the approval of this  
25 lease by the Secretary.

26 B. As additional rentals over and above guaranteed minimum annual,  
27 rentals, the following percentages of gross receipts of businesses, as specified  
28 below, regardless of whether such businesses are operated by Lessee, Sublessee,  
29 Assignee, or Concessionaires:

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- (1) Sales of alcoholic beverages 5%
- (2) Rentals of trailer and camping spaces 4%
- (3) All other income derived from business  
conducted on the premises 2%

If any part or parts of the leased premises are used for any purpose or purposes other than those set out above, the right to use the premises for such purposes and the percentage rentals to be paid for such uses shall be negotiated by the Lessor and the Lessee, subject to the approval of the Secretary, prior to the time such uses are commenced.

Lessee agrees that, at all times during the term of this lease, it will diligently attempt to keep the leased premises and all parts thereof actively used.

All businesses on the leased premises shall be conducted during the regular and customary hours of such businesses and on all business days in good faith, so that Lessor will at all times receive the maximum income under the percentage rental provisions of this lease.

V. PAYMENT OF RENTS

All rents shall be paid without prior notice or demand. Past due rental shall bear interest at ten percent (10%) per annum from the due date until paid, but this provision shall not be construed to relieve the Lessee from his obligation to make timely rental payments.

VI. IMPROVEMENTS AND COMPLETION OF DEVELOPMENT

The Lessee agrees that within the times specified below the Lessee will have completed construction of the following buildings and improvements in accordance with the completion of construction schedule set forth below:

- (1) Remove the existing structure.
- (2) Install spaces for a minimum of 100 trailers.

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- (3) Create and improve at least 100 camping spaces.
- (4) Dig and install a well and modern water distribution system.
- (5) Install modern sewer hookups and electrical distribution systems.
- (6) Construct modern restroom-shower-laundry facility buildings and fully equip them.
- (7) Construct modern recreational-snack barstore structures.
- (8) Construct a concrete boat launching facility suitable for moderate use.
- (9) Landscape and provide improved roadways upon the premises.

All improvements recited above shall be completed prior to the end of the sixth year of this lease.

If the Lessee fails to complete improvement, development and construction within each such period, the Lessor may at his sole option as to each such period:

A. Require that the guaranteed minimum annual rentals payable under this lease increase ten percent (10%) at the beginning of the next lease year of this lease, and for each lease year thereafter that the Lessee fails to complete such full improvement, development and construction, the guaranteed minimum annual rentals payable under this lease shall be increased additionally two percent (2%) of the previous year's rent;

VII. PUBLIC LIABILITY INSURANCE

At all times during the term of this lease, Lessee shall carry a public liability insurance policy with coverages of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) / THREE HUNDRED THOUSAND DOLLARS (\$300,000) for personal injury and FIFTY THOUSAND DOLLARS (\$50,000) for property damage, said policy to be written jointly to protect Lessee and Lessor. Evidence, acceptable to the Secretary, of such coverage shall be furnished to the Secretary.

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1 VIII. ADDITIONAL PROVISIONS

2 The provisions of the attached Addendum to Lease containing Articles,  
3 1 through 36, are hereby incorporated herein and made a part hereof.

4 IX. VALIDITY

5 This lease, and any modification of or amendment thereto, shall not be  
6 valid or binding upon either party hereto until approved by the Secretary.

7 IN WITNESS WHEREOF, the parties hereto have hereunto set their hands,

8 LESSOR:  
9 COLORADO RIVER TRIBES

10 Attest:

11 By: Herman D. Laffoon Sr.  
12 Secretary, Tribal Council

11 By: Anthony Drennan Sr.  
12 Chairman, Tribal Council

14 LESSEE:  
15 WATER WHEEL CAMP RECREATION AREA, INC.

16 Attest:

17 By: Barbara W. Parham  
18 Secretary

17 By: Bob T. Parker  
18 President

21 ACKNOWLEDGMENT OF LESSOR

22 State of Arizona )  
23 ) ss:  
23 County of Yuma )

24 ON THIS 1st day of JULY, 19 75, before me, the  
25 Undersigned Notary Public, personally appeared ANTHONY DRENNAN, SR.

26 HERMAN D. LAFFOON, SR.

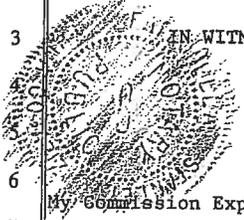
27 \_\_\_\_\_, to me known to be the identical persons who executed the  
28 within and foregoing instrument and acknowledged to me that they executed the  
29 same in their official capacity as Chairman and Secretary, respectively, of the

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1 Colorado River Tribal Council, as the free and voluntary act of said Community  
2 for the uses and purposes therein set forth.

3 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



*Patricia S. Stanley*  
Notary Public

6 My Commission Expires: MAY 19, 1978

9 ACKNOWLEDGMENT OF LESSEE  
10 (CORPORATE)

11 STATE OF CALIFORNIA )  
12 ) ss:  
13 COUNTY OF RIVERSIDE )

14 ON THIS 15th day of May, 19 75, before me, the  
15 Undersigned Notary Public, personally appeared Bert Denham  
16 \_\_\_\_\_ and Barbara Denham

17 \_\_\_\_\_, known to me to be the President and Secretary,  
18 respectively, of the corporation that executed the within lease and acknowledged  
19 that they, as such officers being authorized to do so, executed the foregoing  
20 lease for the uses and purposes therein contained as the free and voluntary act  
21 of said corporation.

22 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

26 My Commission Expires: 6/6/78

*Phyllis R. Maynard*  
Notary OFFICIAL SEAL  
PHYLLIS R. MAYNARD  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
RIVERSIDE COUNTY  
My Commission Expires June 6, 1978  
139 W. Hobsonway, Blythe, Ca.

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Indian Affairs  
Colorado River Agency

THE WITHIN LEASE is hereby approved pursuant to authority delegated from the Secretary of the Interior to the Commissioner of Indian Affairs in Order 2508 (10 BIAM 2), re delegated to the Phoenix Area Director by 10 BIAM 3, and further re delegated to the Superintendent of the Colorado River Reservation by 10 BIAM 11.

*William J. Lawrence*  
Title: Superintendent

Date of Approval: 7-7-75

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1 days after receipt of such written notice to terminate the encumbrancer shall  
2 cure the default or breach. Whenever the encumbrancer exercises any right on  
3 a default situation, the encumbrancer shall be bound to comply with all of the  
4 obligations and conditions of the lease. When the default or breach cannot be  
5 cured by the payment or expenditure of money, this lease will not be terminated  
6 if the encumbrancer shall within the said forty-five (45) day period initiate,  
7 and thereafter diligently pursue to completion, proceedings for foreclosure  
8 and sale under and pursuant to the terms of the encumbrance. However, during  
9 and until the completion of such foreclosure proceedings, the encumbrancer shall  
10 pay the rents due and payable by the Lessee under this lease; shall maintain all  
11 insurance as required by the lease; shall pay all taxes due and unpaid on the  
12 taxable property covered by the lease; shall begin the cure of any other default  
13 or breach not curable by payment or expenditure of money which can reasonably be  
14 undertaken by the encumbrancer; and shall diligently prosecute the said cure of  
15 such default or breach until the leasehold is either sold upon foreclosure  
16 pursuant to the terms of the encumbrance or released or reconveyed thereunder.

17 In case a default or breach on the part of the Lessee occurs preceding,  
18 during, or due to the bankruptcy, receivership, or insolvency of Lessee, and  
19 the encumbrancer, prior to the receipt of the notice of intent to terminate  
20 described herein or within forty-five (45) days after the receipt thereof,  
21 shall have filed in the court having jurisdiction over such bankruptcy,  
22 receivership or insolvency, a petition for permission to foreclose, the  
23 filing of such petition shall be deemed to be the beginning of foreclosure  
24 proceedings for the purposes of this Article. The bankruptcy, receivership,  
25 or insolvency of Lessee shall be considered a breach which cannot reasonably  
26 be cured by encumbrancer and one not curable by the payment of money.

27 No waiver of a breach of any of the covenants of this lease shall be  
28 construed to be a waiver of any succeeding breach of the same or any other  
29 covenant.

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LEASE NO. B-468-CR

EXHIBIT "A"  
LEGAL DESCRIPTION

Starting at the meander corner between Sec. 11 & 14, T3S,R23E,SBM, of the dependent resurvey of 1958, thence S52°03'E., a distance of 575.52' to a point known as AP #3, thence N38°13'E., a distance of 519' to Point No. 1, the true point of beginning, an iron pipe in a concrete footing, thence S8°53'W., a distance of 414' to Point No. 2, a power pole on the hillside, thence S43°35'W., a distance of 380' to Point No. 3, a point on the inter-section of the Highway 95 right-of-way, thence S30°33'E., a distance of 345' following the highway right-of-way to Point No. 4, thence S17°16'E., a distance of 343' following the highway right-of-way to Point No. 5, a 10" spike, thence N82°56'E., 1069' along a dirt road to Point No. 6, a faucet protruding 6" above the ground, thence N9°49'E., a distance of 74' to Point No. 7, a 1½" pipe driven flush in the ground at a fence point corner, thence N82°01'E., a distance of 379' to Point No. 8, a 10" spike marked with a lath and flagging, thence N62°57'W., a distance of 310' to Point No. 9, a fence corner, thence N60°00'W., 560' to Point No. 10, a ½" rebar protruding 2" above the ground, thence N29°02'E., a distance of 377' along the fence line to Point No. 11 on the right bank of the Colorado River, thence northwesterly along the right bank of the Colorado River to Point No. 1, the point of beginning containing 26 acres, more or less.

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ADDENDUM

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The following articles 1 through 36 constitute a part of the above numbered lease.

1. DEFINITIONS

A. "Secretary" means the Secretary of the Interior or his authorized representative.

B. "Gross receipts" means all income, including money and any other thing of value, received by or paid to Lessee or its affiliates, whether individuals, corporations, partnerships, or other legal entity, or received by or paid to others for Lessee's or its affiliate's use and benefit, or received by sublessee, assignee or concessionaire, derived from business done, sales made, or services rendered directly or indirectly from or on the leased premises, or derived from the subleasing, sub-renting, permitting, contracting, or other use of the leased premises, or any portion thereof. All income accruing from credit transactions shall be treated as "gross receipts" as of the date credit is extended. "Gross receipts" shall include any ad valorem taxes paid by other than the lessee for the account of the lessee.

"Gross receipts" shall not include: (1) amounts collected and paid out for a sales or excise tax imposed by a governmental authority where such tax is billed to the purchaser as a separate item; (2) credits for the exchange of goods or merchandise between the stores, if any, of Lessee or its affiliates where such exchange is made solely for the convenient operation of business and not for the purpose of consummating a sale previously made directly or indirectly from or on the leased premises; (3) the amount of any refund where the merchandise sold, or some part thereof, is returned by the purchaser and accepted by Lessee and its affiliates; and (4) income from the sale of fixtures, or goodwill, or the sale of improvements constructed by the Lessee on the leased premises primarily for its own use.

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1 C. "Approved encumbrance" herein shall mean an encumbrance approved  
2 by the Secretary, the Lessor, and sureties, if any, in the manner provided  
3 herein. "Encumbrancer" herein shall mean the owner and holder of an approved  
4 encumbrance.

5 D. "Superintendent" means the Superintendent, or other officer in  
6 charge of the Colorado River Agency, Bureau of Indian Affairs.

7 2. INDEMNIFICATION

8 Neither the Lessor nor the United States, nor their officers,  
9 agents and employees shall be liable for any loss, damage or injury of any  
10 kind whatsoever to the person or property of the Lessee or Sublessees or any  
11 other person whomsoever, caused by any use of the leased premises, or by any  
12 defect in any structure erected thereon, or arising from any accident, fire  
13 or other casualty on said premises or from any other cause whatsoever.  
14 Lessee hereby waives all claims against Lessor and the United States and  
15 agrees to hold Lessor and the United States free and harmless from liability  
16 for any loss, damage or injury arising from the use of the premises by Lessee,  
17 together with all costs and expenses in connection therewith.

18 3. FIRE AND DAMAGE INSURANCE

19 Lessee shall, from the date of approval of this lease, carry fire  
20 insurance with extended coverage endorsements, to include vandalism, jointly  
21 in the names of the Lessee and Lessor, covering the full insurable value of  
22 all permanent improvements on the leased premises. Evidence, acceptable to the  
23 Secretary, of such coverage shall be furnished to the Secretary.

24 Lessee shall pay all premiums and other charges for such insurance  
25 and shall deposit with the Secretary the receipt for each premium or other  
26 charges as paid, or satisfactory evidence thereof. In the event of damage to  
27 any improvement on the leased premises, the Lessee shall reconstruct the  
28 improvement in compliance with applicable laws and building regulations and in

1 accordance with plans to be approved pursuant to Article 5, "Plans and  
2 Designs", hereof. Such reconstruction shall commence within one (1) year  
3 after the damage occurs and shall be pursued diligently. Insurance proceeds  
4 shall be deposited in escrow with an institution approved by the Secretary.  
5 The Lessee shall also deposit in said escrow all additional funds required to  
6 reconstruct the damage improvement. Escrow instructions shall include  
7 provisions that all funds so deposited shall be used to reconstruct the  
8 damaged improvements, and funds shall be disbursed during the progress of  
9 reconstruction on proper architect's, engineer's or contractor's certificates.

10           If Lessee has not defaulted under this lease, all money in escrow  
11 after reconstruction has been completed shall be paid to Lessee. If a default  
12 has taken place, said money shall remain in escrow as security for performance  
13 by Lessee until said default is corrected, after which funds remaining shall be  
14 paid to Lessee. If lessee does not correct the default, said funds shall be  
15 paid to the Lessor.

16           An encumbrancer may be named as a beneficiary under the insurance  
17 mentioned herein, and in the event of loss or damage to the buildings on the  
18 leased property while an approved encumbrance remains unpaid, the proceeds  
19 of such insurance (but not exceeding the amount of the approved encumbrance)  
20 shall be paid to the encumbrancer. If such amount paid to the encumbrancer is  
21 sufficient to repair the loss or damage with respect to which it was paid, or if  
22 insufficient to repair the loss or damage, and Lessor or Lessee shall within  
23 three (3) months after such payment by the insurer to the encumbrancer deposit  
24 with the encumbrancer enough money to completely repair the loss or damage,  
25 when added to the amount paid by the insurer to the encumbrancer, the encum-  
26 brancer shall, upon written order of Lessor and Lessee, pay such monies for  
27 such repair, and it shall not be deemed a payment or credit on the encumbrance.  
28 However, if, prior to the expiration of such three (3) month period, the

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1 Lessor or Lessee shall not so deposit money with the encumbrancer, the said  
2 sum so paid by the insurer to the encumbrancer shall be applied and credited  
3 upon the approved encumbrance. Such application and credit, however, will in  
4 no way relieve the Lessee of the obligation to reconstruct improvements on the  
5 leased premises.

6 4. ACCOUNTINGS AND AUDITS

7 The Lessee shall, not later than thirty (30) days after the end of  
8 each fiscal year of this lease, submit to the Lessor and the Secretary certified  
9 audit reports of gross receipts. With said audit reports, Lessee shall tender  
10 payment of any difference between the guaranteed minimum annual rental and the  
11 amount due under the rental provisions of this lease. Each audit report shall  
12 be accompanied by an opinion, which may be qualified according to customary  
13 accounting procedures, and both shall be prepared and verified by a Certified  
14 Public Accountant, licensed in the State of California in conformity with  
15 standard accounting procedures. Any duly authorized representative of the  
16 United States, or any qualified accounting agent or agents appointed by the  
17 Lessor, shall have access to and the right to examine and audit any or all  
18 pertinent books, documents, papers and records, including State and Federal  
19 Income and Sales Tax returns, of the Lessee and Lessee's tenants relating to  
20 this lease during the normal business hours of any working day. Lessee shall  
21 insert a similar provision in all subleases pertaining to this right of access,  
22 examination and audit and shall make available to said representative, agent or  
23 agents all books and records of Lessee's tenants which may be requested or may  
24 be necessary for completion of a special audit of any or all business conducted  
25 under the provisions of this lease.

26 In the event the Lessor should cause a special audit of the Lessee's  
27 pertinent books, documents, papers and records by a Certified Public  
28 Accountant, licensed in the State of California, and if such audit reveals that  
29 the Lessor has been paid less than 98 percent (98%) of the amount to which

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1 Lessor is entitled for any reporting period covered by the audit, then the  
2 expense of such audit shall be borne by the Lessee, otherwise it will be  
3 borne by the Lessor. Upon approval by the Secretary, or his authorized  
4 representative, the audit so performed shall be binding upon both the  
5 Lessee and Lessor.

6 Lessor or the Secretary shall be entitled at any time within four  
7 (4) years after the receipt of any such percentage rental payment to question  
8 the sufficiency of the amount thereof and/or the accuracy of the audit report  
9 or reports furnished by Lessee to justify the same, and shall have the right  
10 to examine and/or audit as hereinbefore described. Lessee shall for said  
11 period keep safe and intact all of Lessee's records, books, accounts and other  
12 data which in any way bear upon or are required to justify in detail any such  
13 report and Lessee shall insert a provision in all subleases requiring  
14 similar retention of records.

15 5. PLANS AND DESIGNS

16 Within One Hundred and Eighty (180) days after the approval of this  
17 lease, the Lessee shall submit to the Lessor and the Secretary for approval  
18 a general plan and design for the complete development of the entire leased  
19 premises. Before beginning any construction whatsoever on the leased premises,  
20 the Lessee shall submit to the Secretary and the Lessor comprehensive plans and  
21 specifications for the improvements then proposed which have been approved by  
22 the State of California and Riverside County. The Lessor and the Secretary  
23 shall not assume any responsibility whatever for detailed design of structure  
24 or structures or violation of any State, County or City law or ordinance.

25 6. IMPROVEMENTS

26 All buildings and improvements, excluding removable personal  
27 property and trade fixtures, on the leased property shall at the option of  
28 Lessor remain on said property after the termination of this lease and shall  
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1 thereupon become the property of the Lessor. The term, "removable personal  
2 property," as used in this Article shall not include property which normally  
3 would be attached or affixed to the buildings, improvements or land in such  
4 a way that it would become a part of the realty, regardless of whether such  
5 property is in fact so placed in or on or affixed to the buildings, improve-  
6 ments or land in such a way as to legally retain the characteristics of  
7 personal property.

8           The Lessor shall have the right to require Lessee to remove any or  
9 all of the buildings or improvements on the leased premises at the termination  
10 of the lease by written notification to Lessee within ninety (90) days after such  
11 termination. Lessee at Lessee's sole cost and expense shall remove said  
12 buildings or improvements within six (6) months thereafter and restore the  
13 effected premises as nearly as possible to the condition existing at the  
14 time this lease commenced.

15           Lessee expressly waives all provisions of State and local law  
16 pertaining to improvements affixed to the land by any person acting in good  
17 faith and erroneously believing, because of a mistake either of law or fact,  
18 that he has a right to do so, and also providing for removal of such  
19 improvements.

20 7. CONSTRUCTION, MAINTENANCE, REPAIR, ALTERATION

21           [ All improvements placed on the leased premises shall be constructed  
22 in a good and workmanlike manner and in compliance with applicable laws and  
23 building codes. All parts of buildings exposed to perimeter properties  
24 shall present a pleasant appearance and all service areas shall be screened  
25 from public view.] The Lessee shall have the right at any time during the  
26 term of this lease to make limited alterations, additions or repairs to any  
27 improvement on the premises in an amount not to exceed Ten Thousand Dollars  
28 (\$10,000.00). Removal or demolition of any improvements or alterations,

1 additions or repairs to any improvements in excess of the above amount  
2 shall not be made without the prior written consent of the Lessor and the  
3 Secretary. [The Lessee shall, at all times during the term of this lease and  
4 at the Lessee's sole cost and expense, maintain the premises and all improve-  
5 ments thereon in good order and repair and in a neat, sanitary and attractive  
6 condition and in compliance with applicable laws, ordinances, or regulations.]

7 8. NON-RESPONSIBILITY NOTICES

8 Prior to the commencement or construction of each improvement on  
9 the leased property, or any repair or alteration thereto, the Lessee shall  
10 give the Secretary ten (10) days advance notice in writing of intention to  
11 begin said activity, in order that non-responsibility notices may be posted  
12 and recorded as may be provided by State and local laws. Lessor hereby  
13 authorizes the Secretary to post said notices on Lessor's behalf. Nothing  
14 contained in this lease shall be construed as a waiver of immunity of trust  
15 or restricted property from mechanics' or materialmen's liens or obligate  
16 the Secretary or Lessor to post non-responsibility notices while the leased  
17 premises are in a trust or restricted status.

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19 9. RENTAL BOND

20 Within one hundred fifty (150) days from date of approval of this  
21 lease by the Secretary, the Lessee shall post a bond satisfactory to the  
22 Secretary in a penal sum of not less than the second year's minimum rent,  
23 which bond shall be deposited with the Secretary. The said bond shall be  
24 maintained at all times in an amount not less than the sum of the minimum  
25 rental payments to become due and payable during the ensuing twelve (12)  
26 calendar months of the lease, unless and until the requirement for such bond  
27 is waived by the Secretary. Should waiver of rent bond be granted, the  
28 Secretary may later reinstate the requirement for a bond and Lessee hereby

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1 agrees to comply with said requirement. Lessee may furnish a corporate  
2 surety bond, or in lieu thereof, may deposit with the Secretary cash or  
3 negotiable United States Treasury Bonds or other negotiable Treasury  
4 obligations in the appropriate amount, together with power of attorney,  
5 empowering the Secretary, in the event of lessee's default in any of the  
6 rent provisions of this lease, to pay over any such cash, or to dispose  
7 of any such bonds and pay over the proceeds derived therefrom, to or for  
8 the benefit of the Lessor, subject to Lessee's privilege of curing said  
9 default as hereinafter provided. Any other type of security which may be  
10 offered by Lessee to satisfy the requirements of this Article will be  
11 given reasonable consideration by the Secretary, but it is agreed that  
12 acceptance of bond in lieu of those described above shall be at the sole  
13 discretion of the Secretary.

14 It is agreed that bond required by this provision will guarantee  
15 payment of rent only and that corporate surety bond shall be in continuous  
16 form and may be subject to the provision that the surety may terminate said  
17 effective bond 30 days subsequent to the then next ensuing anniversary date  
18 of this lease by giving at least forty-five (45) days' written notice to  
19 the Secretary. If U.S. Treasury Bonds are provided, Lessee agrees to make  
20 up any deficiency in the value deposited that might occur due to a decrease  
21 in the value of the bonds. Interest on said bonds shall be paid to Lessee.

22 10. PERFORMANCE BOND

23 Before beginning construction of each improvement, Lessee agrees  
24 to provide security to guarantee completion of the improvements and payment  
25 in full of claims of all persons for work performed on or materials furnished  
26 for construction. Lessee may provide said security by either:

27 A. Posting a corporate surety bond in an amount equal to the cost  
28 of each building or other improvement, said bond to be deposited with the

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1 Secretary and to remain in effect until the improvement is satisfactorily  
2 completed. Said bond shall be conditioned upon the faithful performance of  
3 Lessee, and give all claimants the right of action to recover upon said bond  
4 in any suit brought to foreclose mechanics' or materialmen's liens against  
5 the property; or

6 B. Depositing in escrow with an institution acceptable to the  
7 Secretary, negotiable United States Treasury Bonds or cash, in an amount  
8 sufficient to pay the entire cost of construction of each building or  
9 other improvement then to be erected on the premises. The escrow instructions  
10 shall include provisions for disbursement in installments upon certification  
11 of Lessee's architect as construction progresses. The Lessor and Secretary  
12 shall have access to all information relative to the disbursement of funds  
13 through said escrow. The escrow instructions shall also provide: that not  
14 less than fifteen percent (15%) of such funds shall be withheld by the escrow  
15 holder until the period fixed by law for the filing of all mechanics' or  
16 materialmen's liens on such improvement shall have expired or until an  
17 acceptable title company issues a title insurance policy which in substance  
18 insures the Lessor and Secretary against any loss they shall sustain by reason  
19 of any statutory liens for labor or material arising out of any work or  
20 improvement described in said escrow instructions; that if mechanics' or  
21 materialmen's liens are filed, the funds so withheld shall then be used to  
22 discharge such liens; and that if no such liens are filed within the statutory  
23 period for filing, the withheld funds shall be then disbursed to the Lessee.  
24 If U.S. Treasury Bonds are provided, Lessee agrees to make up any deficiency  
25 in the value deposited which might occur due to a decrease in the value of  
26 the bonds. Interest on said bonds shall be paid to the Lessee; or

27 C. Entering into a building loan agreement with a financial  
28 institution, which building loan agreement and the amount of the equity of

1 the Lessee in the improvements upon effecting the loan, shall be subject  
2 to the approval of the Secretary.

3 11. COMPANIES BONDING AND INSURING

4 All corporate surety bonds provided by Lessee in compliance with  
5 this lease shall be furnished by companies holding certificates of authority  
6 from the Secretary of the Treasury as acceptable sureties on Federal bonds.  
7 Insurance policies shall be furnished and maintained by such responsible  
8 companies as are rated A-Plus, AAA, or better in the current edition of  
9 Best's Insurance Guide.

10 12. SUBLEASE, ASSIGNMENT, TRANSFER

11 A. Sublease

12 The Lessee shall not, unless otherwise expressly authorized here-  
13 in, sublease all or any part of the leased premises or the improvements on  
14 the leased premises, without the written approval of the Lessor, the Secretary,  
15 and sureties. No such sublease shall be valid or binding without said approval,  
16 and then only upon the condition that sublessee has agreed in writing that,  
17 in the event of conflict between the provisions of this lease and of his  
18 sublease, the provisions of this lease shall govern. Any sublease made except  
19 as aforesaid shall be deemed a breach of this lease.

20 The Secretary and the Lessor shall either approve or state their  
21 reasons for disapproval of a sublease within thirty (30) days after the sublease  
22 is submitted for approval.

23 The renting of trailer or camping spaces for a period less than twelve  
24 months shall not constitute subleasing.

25 Prior to offering trailer or camping spaces for sublease, Lessee shall  
26 submit for approval of the Secretary and the Lessor schedules of minimum annual  
27 rents for same. Such schedules shall be subject to periodic review at the request  
28 of the Secretary and the Lessor. Rents for trailer or camping spaces, that have  
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1 not been subleased may be adjusted with the written consent and approval of the  
2 Lessee, Lessor, and the Secretary.

3 B. Assignment or Transfer

4 The Lessee shall not assign or transfer all or any part of his  
5 interest in this lease without the written approval of the Lessor, the Secretary  
6 and sureties; provided, that the requirements for approvals of any assignment  
7 or transfer necessary for the Lessee or any sublessee to secure an encumbrance  
8 on a leasehold interest shall be governed by the provisions of Article 16.

9 ENCUMBRANCE. No such assignment or transfer shall be valid or binding  
10 without said approval, and then only upon the condition that assignee or other  
11 successor in interest, excepting an approved encumbrancer under conditions  
12 herein set forth, shall agree in writing to be bound by each and all of the  
13 covenants and conditions of this lease. Any such assignment or transfer,  
14 except as aforesaid, shall be deemed a breach of this lease, excepting that an  
15 encumbrancer, as herein set forth, may enforce his rights in the manner here-  
16 inafter provided. The Secretary and Lessor shall either approve or state their  
17 reasons for disapproval of any assignment or transfer within thirty (30) days  
18 after it is submitted for approval. A transfer of interest by inheritance is  
19 not a transfer of interest as meant by this lease.

20 13. STATUS OF SUBLEASES

21 Termination of this lease, by cancellation or otherwise, shall not  
22 serve to cancel approved subleases and/or subtenancies, but shall operate as an  
23 assignment to Lessor of any and all such subleases and/or subtenancies.

24 14. AGREEMENTS FOR UTILITY FACILITIES

25 Lessee shall have the right to enter into agreements with public  
26 utility companies and the State of California or any of its political subdivisions  
27 to provide utility services, including gas, water, electricity, telephone,  
28 television and sewer facilities, necessary to the full enjoyment of the leased

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1 premises and the development thereof in accordance with the provisions of this  
2 lease, which agreement shall be binding upon any subleasees or other occupant  
3 of the leased premises; provided, that no such agreement shall be for a period  
4 longer than the term of this lease or cover land not included in this lease.  
5 Upon entering into such agreement or agreements, the Lessee shall furnish to  
6 the Secretary and the Lessor executed copies thereof together with a plat or  
7 diagram showing the true location of the utility lines to be constructed in  
8 accordance therewith.

9 15. RIGHTS-OF-WAY FOR STREETS AND UTILITY FACILITIES

10 Lessor hereby consents to the granting of rights-of-way for streets  
11 and utility facilities necessary to the full enjoyment of the leased premises  
12 and development thereof. Such rights-of-way are to be granted by the Secretary  
13 in accordance with the approved general development plan and pursuant to the  
14 Act of February 5, 1948 (62 Stat. 17), and any amendments thereto, as supple-  
15 mented by regulations of the Secretary applicable thereto.

16 16. ENCUMBRANCE

17 This lease, or any right to or interest in, or any of the improve-  
18 ments on the leased premises may be encumbered only with the written approval  
19 of the Lessor, the Secretary and sureties, and no such encumbrance shall be  
20 valid without said approval. The leasehold may be encumbered only for the  
21 purpose of borrowing capital for the development and improvement of the leased  
22 premises. An encumbrance must be confined to the leasehold interest of Lessee  
23 and shall not jeopardize in any way the Lessor's interest in the land. Lessee  
24 agrees to furnish as requested any financial statements or analyses pertinent  
25 to the encumbrance that the Secretary may deem necessary to justify the amount,  
26 purposes, and terms of said encumbrance.

27 In the event of default by the Lessee of the terms of an approved  
28 encumbrance, the encumbrancer may exercise any rights provided in such approved

1 encumbrance, provided that before any sale of the leasehold, whether under  
2 power of sale or foreclosure, the encumbrancer shall give to the Secretary and  
3 Lessor notice of the same character and duration as is required to be given to  
4 Lessee by such encumbrance and/or the laws of the State of California.

5           If any sale under the approved encumbrance occurs, whether by power  
6 of sale or foreclosure, the purchaser at such sale shall succeed to all of the  
7 rights, title and interest of the Lessee in the leasehold estate covered by  
8 said approved encumbrance. It is further agreed that, if the purchaser at such  
9 sale is the encumbrancer, the encumbrancer may sell and assign the leasehold  
10 interest without any further consent, provided that the assignee shall agree  
11 in writing to be bound by all the terms and conditions of this lease. If the  
12 encumbrancer is the purchaser, it shall be required to perform this lease only  
13 so long as it retains title thereto. If a sale under the approved encumbrance  
14 occurs and the purchaser is a party other than the encumbrancer, said purchaser  
15 as successor in interest to the Lessee, shall be bound by all the terms and  
16 conditions of this lease.

17           If such notice of such sale shall be given and the defaults or any of  
18 them upon which such notice of sale is based shall then continue, Lessor shall  
19 have the right to correct such defaults at any time prior to the date of sale  
20 or foreclosure, and to terminate such leasehold upon paying to the encumbrancer  
21 the amount of principal and accrued interest which remain unpaid.

22 17. LIENS, TAXES, ASSESSMENTS, UTILITY CHARGES

23           Lessee shall not permit to be enforced against the leased premises,  
24 or any part thereof, any liens arising from any work performed, materials fur-  
25 nished, or obligations incurred by Lessee, and Lessee shall discharge or post  
26 bond against all such liens before any action is brought to enforce same.  
27 Lessee shall pay, when and as the same become due and payable, all taxes,  
28 assessments, licenses, fees and other like charges levied during the term of  
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1 this lease upon or against the leased land, all interest therein and property  
2 thereon for which either the Lessee or Lessor may become liable. Upon written  
3 request, the Lessee shall furnish to the Secretary written evidence, duly  
4 certified, that any and all taxes required to be paid by Lessee have been paid,  
5 satisfied, or otherwise discharged. Lessee shall have the right to contest any  
6 claim, tax, or assessment against the property by posting bond to prevent  
7 enforcement of any lien resulting therefrom, and Lessee agrees to protect and  
8 hold harmless the Lessor, the Secretary and the leased premises and all interest  
9 therein and improvements thereon from any and all claims, taxes, assessments,  
10 and like charges and from any lien therefor or sale or other proceedings to  
11 enforce payment thereof, and all costs in connection therewith. Lessor shall  
12 execute and file any appropriate documents with reference to real estate tax  
13 exemption of the land when requested by Lessee. In addition to the rents, taxes,  
14 and other charges herein described, Lessee shall pay all charges for water,  
15 sewage, gas, electricity, telephone and other utility services supplied to said  
16 premises as they become due.

17 18. LESSOR'S PAYING CLAIMS

18 Lessor shall have the option to pay any lien or charge payable by  
19 Lessee under this lease, or settle any action therefor, if the Lessee, after  
20 written notice from Lessor or Secretary, fails to pay or to post bond against  
21 enforcement. All costs and other expenses incurred by Lessor in so doing  
22 shall be paid to Lessor by Lessee upon demand, with interest from date of  
23 payment until repaid at the rate of two percent (2%) over the then prevailing  
24 prime interest rate but not to exceed 12%. Failure to make such repayment on  
25 demand shall constitute a breach of the covenants of this lease.

26 19. UNLAWFUL USE

27 The Lessee agrees not to use or cause to be used any part of the  
28 leased premises for any unlawful conduct or purpose.

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1 20. EMINENT DOMAIN

2 A. Definition of terms, Lessee's option. The term, "total taking,"  
3 as used in this Article means the taking of the entire leased land in fee under  
4 the power of eminent domain. The term, "partial taking," means any other  
5 taking in fee under the power of eminent domain, except that if one-quarter or  
6 more by area but not all of the leased land is so taken, or the amount of land  
7 taken substantially reduces the ability of Lessee to conduct a business or make  
8 use of the premises as herein authorized, the Lessee shall have the option  
9 within sixty (60) days of the date of such taking by notice in writing to  
10 Lessor and the Secretary and with the consent of all holders of approved  
11 encumbrances to have such taking deemed a "total taking."

12 B. Total taking. In case of total taking, the leasehold estate  
13 of Lessee and his liability for future installments of rental (except accrued  
14 percentage rental, if any) shall cease and terminate as of the date the actual  
15 physical possession of the premises shall be so taken.

16 C. Partial taking. In case of partial taking this Lease shall  
17 terminate as to the portion taken upon the date on which actual possession of  
18 said portion is taken, but this Lease shall continue in full force and effect as  
19 to the remainder of the leased land; and each ensuing installment of ground  
20 rental only shall be abated in the ratio that the value of the leased land taken  
21 bears to the total value of the leased premises prior to such taking.

22 D. Refund of advance rentals. There shall be no refund of ground  
23 rent paid in advance, because of total or partial taking of the leased premises.

24 E. Allocation of award. All compensation and damages awarded for the  
25 taking of the leased land and/or the improvements or any portion thereof shall,  
26 except as otherwise herein provided, belong to and be the sole property of  
27 Lessor, and Lessee shall not have any claim or be entitled to any award for  
28 diminution in value of its leasehold hereunder or for the value of any unexpired  
29 term of this Lease; provided, however, that Lessee shall be entitled to a  
30 portion of the award equal to:

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1 (1) In case of partial taking, the reasonable cost of alterations  
2 modifications and repairs necessary to place the remaining portion of the leased  
3 land in suitable condition for continuance of Lessee's tenancy;

4 (2) In case of either total or partial taking, the enhancement  
5 in value of the parcel taken by reason of Lessee's improvements diminished by  
6 a fraction of which the total years of the economic life of the improvements is  
7 the denominator and the number of full years elapsed since the beginning of  
8 the lease term is the numerator;

9 and Provided further, that in case of either total or partial  
10 taking, each holder of an approved encumbrance on the leasehold or the portion  
11 of the premises taken, shall be entitled before either Lessor or Lessee, to so  
12 much of the award for the taking of improvements only as is equal to the  
13 delinquent and/or non-delinquent unpaid balance of the obligation secured by  
14 such mortgage and accrued delinquent and/or non-delinquent interest as of the  
15 date of such taking.

16 F. Taking for a term. In case the leased premises or any portion of  
17 them are condemned for a term of years, then Lessee shall remain bound by all  
18 rental provisions of this Lease and shall be entitled to the entire award except  
19 such part, if any, as is allowable to a period beyond the term of this Lease.

20 G. Voluntary conveyance. A voluntary conveyance by Lessor to a  
21 public utility, agency or authority under threat of a taking under the power of  
22 eminent domain in lieu of formal proceedings shall be deemed a taking within the  
23 meaning of this Article.

24 21. DEFAULT

25 Time is of the essence of this lease. Should Lessee default in any  
26 payment of monies or fail to post bond, as required by the terms of this lease,  
27 and if such default shall continue uncured for the period of Fifteen (15) days  
28 after written notice thereof by the Secretary to Lessee, or should Lessee breach  
29 any other covenant of this lease, and if the breach of such other covenant shall

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continue uncured for a period of sixty (60) days after written notice thereof by the Secretary to Lessee, then the Secretary may either:

A. Proceed by suit or otherwise to enforce collection or to enforce any other provision of this lease; or

B. Re-enter the premises and remove all persons and property therefrom, excluding the persons and property belonging to authorized sublessees, and either:

(1) Re-let the premises without terminating this lease, as the agent and for the account of Lessee, but without prejudice to the right to terminate the lease thereafter, and without invalidating any right of Lessor and the Secretary or any obligation of Lessee hereunder. Terms and conditions of such re-letting shall be at the discretion of Lessor and the Secretary, who shall have the right to alter and repair the premises as they deem advisable and to re-let with or without any equipment or fixtures situated thereon. If a sufficient sum is not thus realized to liquidate the total amount due, including attorney's fees and real estate commissions paid, Lessee shall pay to Lessor monthly, when due, any deficiency, and Lessor or the Secretary may sue thereafter as each monthly deficiency shall arise.

(2) Terminate this lease at any time even though Lessor and the Secretary have exercised rights as outlined in (1) above.

Any action taken or suffered by Lessee as a debtor under any insolvency or bankruptcy act shall constitute a breach of this lease. In such event the Lessor and the Secretary shall have the options set forth in sub-Articles A and B above.

At lease forty-five days (45) prior to termination of this lease for default by the Lessee, the Lessor or the Secretary shall give notice to all approved encumbrancers expressing the intention to terminate and describing said default or breach. When the default or breach can be cured by the payment or expenditure of money, this lease will not be terminated if within forty-five (45)

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22. ATTORNEY'S FEES

If action be brought by Lessor in unlawful detainer for rent or any sums of money due under this lease, or to enforce performance of any of the covenants and conditions of this lease, and Lessor prevails in said action, the Lessee shall pay reasonable attorneys fees to Lessor, to be fixed by the court as a part of the costs in any such action.

23. HOLDING OVER

Holding over by the Lessee after the termination or expiration of this lease shall not constitute a renewal or extension thereof or give the Lessee any rights hereunder or in or to the leased premises.

Lessee agrees to remove all property removable under the terms of this lease prior to the termination or expiration of this lease; provided, however, that if this lease is terminated prior to the expiration date, Lessee shall have thirty (30) days after the termination date to remove all such property. Should the Lessee fail to remove any such property within the specified time, Lessor shall have the right to remove it and dispose of it or have it stored all at Lessee's expense.

24. NO PARTNERSHIP

Regardless of the fact that terms of rental are in part on a percentage basis, Lessee and Lessor are not in partnership.

25. TERMINATION OF FEDERAL TRUST

Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of this lease; however, such termination shall not serve to abrogate this lease. The owners of the land and the Lessee and his surety or sureties and encumbrancer or encumbrancers shall be notified of any such change in the status of the land.

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1 26. LESSEE'S OBLIGATIONS

2 While the leased premises are held in trust by the United States or  
3 subject to a restriction against alienation imposed by the United States, all  
4 of the Lessee's obligations under this lease, and the obligations of Lessee's  
5 sureties, are to the United States as well as to the owner of the land.

6 27. PAYMENTS AND NOTICES

7 All notices, payments and demands shall be sent to the parties hereto  
8 at the addresses herein recited or to such addresses as the parties may here-  
9 after designate in writing. Notices and demands shall be delivered in person  
10 or sent by registered or certified mail. Service of any notice or demand shall  
11 be deemed completed ten (10) days after mailing or on the date actually  
12 received, whichever occurs first. Copies of all notices and demands shall be  
13 sent to the Superintendent.

14 28. INSPECTION

15 The Secretary and the Lessor and their authorized representatives  
16 shall have the right, at any reasonable times during the term of this lease,  
17 to enter upon the leased premises, or any part thereof, to inspect the same  
18 and all buildings and other improvements erected and placed thereon.

19 29. DELIVERY OF PREMISES

20 At the termination or expiration of this lease, Lessee will peaceably  
21 and without legal process deliver up the possession of the leased premises,  
22 in good condition, usual wear and acts of God excepted.

23 30. LEASE BINDING

24 This lease and the covenants, conditions and restrictions hereof  
25 shall extend to and be binding upon the successors, heirs, assigns, executors,  
26 and administrators of the parties hereto.

27 31. INTEREST OF MEMBER OF CONGRESS

28 No member of, or delegate to, Congress, or Resident Commissioner,  
29 shall be admitted to any share or part of this contract or to any benefit that

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1 may arise herefrom, but this provision shall not be construed to extend to this  
2 contract if made with a corporation or company for its general benefit.

3 32. TAX IMMUNITY

4 Nothing contained in this lease shall be deemed to constitute a  
5 waiver of applicable laws providing tax immunity to trust or restricted Indian  
6 property or any interest therein or income therefrom.

7 33. FORCE MAJEURE

8 Whenever under this instrument a time is stated within which or by  
9 which original construction, repairs, or reconstruction of said improvements  
10 shall be completed, and if during such period a general or sympathetic strike  
11 or lockout, war or rebellion, or some other event occurs beyond Lessee's  
12 power to control, the period of delay so caused shall be added to the period  
13 allowed herein for the completion of such work.

14 34. RESERVATION LAWS AND ORDINANCES

15 The Lessee, Lessee's employees, agents and sublessees and their  
16 employees and agents agree to abide by all laws, regulations, and ordinances  
17 of the Colorado River Tribes now in force and effect, or that may be hereafter  
18 in force and effect; provided, that no such future laws, regulations or  
19 ordinances shall have the effect of changing or altering the express provisions  
20 and conditions of this lease unless consented to in writing by the Lessee.

21 35. WATER USE

22 The Lessee is hereby permitted during the term of this lease to  
23 obtain from and use water from the Colorado River, for beneficial purposes only,  
24 by pumping directly from the river or from wells an amount not to exceed seventy-  
25 eight (78) acre-feet of water per year.

26 In connection with the diversion of water by any means from the  
27 mainstream of the Colorado River chargeable to Lessor's rights, Lessee shall,  
28 if required by any notice from Lessor, give the Superintendent advance notice of  
29 its daily water requirements for each period of seven (7) consecutive days

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1 beginning Monday of each week. Such notice shall be given not later than the  
2 Wednesday preceding such Monday to the official of the Bureau of Indian Affairs  
3 designated for that purpose by Lessor and shall be in the form prescribed by  
4 the Bureau of Indian Affairs. Lessee shall not divert more water than the  
5 quantity specified in such notice without prior approval of the Bureau of  
6 Indian Affairs.

7 To facilitate the accounting of the diversions, returns, and bene-  
8 ficial consumptive uses by the Secretary of the Interior of the waters of the  
9 mainstream of the Colorado River in accordance with the Decree of the Supreme  
10 Court in Arizona v. California (376 U.S. 340 (1964)), the Lessee shall, if  
11 required by notice from Lessor, maintain accurate and complete records of the  
12 sources and amounts of water used on the leased area, shall furnish such records  
13 to Lessor on request and shall install metering or measuring devices as may be  
14 called for by the Secretary of the Interior or his authorized representative.

15 Water is to be used only for those purposes set forth in article III  
16 of this lease and purposes reasonably incidental thereto and shall not be used  
17 or sold off the leased premises. Water used by Lessee for any other purpose  
18 shall result in immediate cancellation of this lease.

19 36. POLLUTION

20 (A) In its use of the leased premises, Lessee shall not discharge,  
21 dispose of or permit the escape of water, sewage, sewage effluent, waste of any  
22 kind or materials of any kind either separately or in combination in any place  
23 or manner which might result in contamination or pollution of any surface or  
24 underground stream or flow of water or body of water either within or outside  
25 of the leased premises.

26 (B) Lessee shall promptly install and diligently operate such  
27 facilities as may be necessary to control the storage or disposition of water,  
28 sewage, sewage effluent, waste of any kind and other materials in order to comply  
29 with the provisions of subarticle (A) above.

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(C) Lessee shall promptly take all such reasonable precautions including the installation of such control facilities as may be directed by Superintendent, provided, that nothing contained in this subarticle shall relieve the Lessee of its obligations under subarticles 36(A), (B) and (D) hereof without further notice from Superintendent.

(D) In addition to the obligations to comply with the provisions of subparagraphs (A) and (B) above, Lessee shall comply with all applicable water pollution control laws and regulations under Federal or State jurisdiction now or hereafter in force.

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**CERTIFICATE OF SERVICE**

I hereby certify that on August 17, 2010, the foregoing [PROPOSED] WRIT OF RESTITUTION was personally delivered to the Tribal Court of the Colorado River Indian Tribes for filing to:

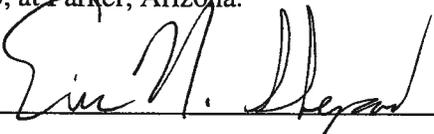
Clerk of the Tribal Court  
Colorado River Indian Reservation  
26600 Mohave Road  
Parker, AZ 85344

I further certify that on August 17, 2010, I caused to be served via U.S. Certified Mail, Return Receipt one copy of [PROPOSED] WRIT OF RESTITUTION to the following:

Michael L. Frame  
Attorney at Law  
1308 Joshua Avenue  
Parker, AZ 85344  
Tel: (928) 669-6565  
Fax: (928) 669-6868  
*Attorney for Defendant Water Wheel Camp  
Recreational Area*

Dennis J. Whittlesey  
DICKINSON WRIGHT PLLC  
International Square  
1875 Eye St., N.W., Suite 1200  
Washington, D.C. 20006  
Tel: (202) 659-6928  
Fax: (202) 659-1559  
*Attorney for Defendant Robert Johnson*

17<sup>th</sup> I declare the above to be true and correct under penalty of perjury. Executed this day of August, 2010, at Parker, Arizona.

  
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