

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]*
 DATE: _____
 GREGORY P. PRIAMOS



**SUBMITTAL TO THE BOARD OF DIRECTORS
 REGIONAL PARK AND OPEN SPACE DISTRICT
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

372



FROM: Regional Park and Open-Space District

SUBMITTAL DATE:
 August 11, 2016

SUBJECT: Consent to Assignment and Assumption Agreement of the Sublease and Concession Agreement Crossroads Riverview Park at Prado Basin Regional Park ; District 2; [\$0]

RECOMMENDED MOTION: That the Board of Directors:
 Consent to the Assignment and Assumption Agreement of the Sublease and Concession Agreement Crossroads Riverview Park at Prado Basin Regional Park between Crossroads Riverview Park Inc. and River Crossing Enterprises.

BACKGROUND:

Summary

Since 2002 the property formally known as the Prado Basin Regional Park has been operated as a festival venue, Crossroads Riverview Park, hosting a number of events such as a renaissance festival, weddings, a Halloween haunt, and others. The Riverside County Regional Park and Open-Space District ("District") entered into a Sublease and Concession Agreement Crossroads Riverview Park at Prado Basin Regional Park with Crossroads Riverview Park Inc. ("Crossroads") on April 23, 2002 for the operation of venue property.

[Signature]
 Scott Bangle
 General Manager

2017-012D

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: _____
Budget Adjustment: _____
For Fiscal Year: _____

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *[Signature]*
 Alex Gann

MINUTES OF THE BOARD OF DIRECTORS

- A-30
- Positions Added
- 4/5 Vote
- Change Order

DISTRICT

Prev. Agn. Ref.: MO 13-1D 4/23/02 | District: 2 | Agenda Number:

13-1

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF DIRECTORS, REGIONAL PARK AND OPEN SPACE DISTRICT,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.**

FORM 11: Consent to Assignment and Assumption Agreement of the Sublease and Concession Agreement
Crossroads Riverview Park at Prado Basin Regional Park ; District 2; [\$0]

DATE: August 11, 2016

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

At this time, Crossroads is selling its business interest to River Crossing Enterprises ("River").

District staff reviewed the documentation provided by River and met with the principal owner, John Williams, to evaluate the prospective new lessee and impacts of the proposed Assignment. District staff recommends the Board's approval of the Consent to the Assignment and Assumption Agreement between Crossroads and River.

Impact on Citizens and Businesses

River plans to make major improvements to the facility and operation of the venue that will provide for a far superior experience for participants, vendors, and guests. Improvements to the venue will also help to increase security of the site and the viability of the venue as a business venture.

Attachments:

Assignment and Assumption Agreement

Consent to Assignment and Assumption

CONSENT TO ASSIGNMENT AND ASSUMPTION

The Riverside County Regional Park and Open-Space District ("District"), as a party to that certain Sublease and Concession Agreement Crossroads Riverview Park at Prado Basin Regional Park dated April 23, 2002 ("Lease"), hereby consents to the foregoing Assignment and Assumption made pursuant to that certain Assignment and Assumption Agreement dated June 28, 2016 by the Crossroads Riverview Park Inc., a California Sub-Chapter (S) Corporation, as Assignor, to River Crossing Enterprises, as Assignee to that certain Lease for setting forth the each party's rights and obligations for the letting of real property, operations and maintenance of the venue identified therein as the Prado Basin Regional Park ("Facilities") located in the City of Eastvale, County of Riverside, California. This District's Consent, including with respect to any future assignments thereunder, is not, and will not be deemed or construed to modify, waive, or affect any of the provisions, covenants, or conditions of the Lease, waive any breach of the Lease or any of the rights of District, or enlarge or increase District's obligations under the Agreement.

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT,
a special district

By: _____
Kevin Jefferies
Chairman, Board of Directors

DATE: _____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Deputy County Counsel

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“Assignment”) entered into this 1st day of July, 2016 (“Effective Date”) by and between the Crossroads Riverview Park, Current Lessee of Property 14600 Baron Road Corona, CA 92880, (“Assignor”), and the River Crossing Enterprise, New Corporation entity to assume Lease of 14600 Baron Road Corona, CA 92880, (“Assignee”).

RECITALS

WHEREAS, (Crossroads Riverview Park) is selling all Assets, Intellectual Properties and Lease Assignments to new Corporation, (River Crossing Enterprises) to continue to be managed by Kim Woods previous administrator of Crossroads Riverview Park.

WHEREAS, River Crossing Enterprises upon assumption of the existing lease will continue to maintain and improve the property and facilities as set forth in the lease agreement. It is also the intent of the River Crossing Enterprises to Continue with Proposed Forecast analysis between Kim Woods, Administrator of Crossroads Riverview Park and River Crossing Park for the new planned upkeep and preparation of renovations for next calendar years planned and proposed events.

WHEREAS, Assignor desires to assign to the Assignee and the Assignee desires to assume from the Assignor the benefits and obligations of the Lease/Sublease Agreement whereby the Assignee, along with assuming the Agreement, agrees to accept the responsibility for operation and maintenance of the Facilities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and the Assignee hereby agree as follows:

1. Assignment and Assumption. Assignor hereby unconditionally and irrevocably assigns, grants, and transfers all rights, responsibilities and obligations in and to the Lease/Sublease Agreement to Assignee. The Assignee hereby accepts and assumes all of Assignor’s rights, responsibilities and obligations under the Lease/Sublease Agreement attached as Exhibit “A” and shall be bound by all the terms and conditions thereof.
2. Effective Date. The Effective Date of this Agreement shall be the date upon which Assignee acquires the business interest from Assignor. In the event that the acquisition by Assignee from Assignor does not occur within 60 days of the execution of this Assignment and Assumption Agreement and consent is not obtained by the Lessor and Sub lessor in the Lease/Sublease Agreement, then this Assignment and Assumption Agreement shall be null and void.
3. Successors-In-Interests and Assigns. The Agreement shall be binding upon and inure to the benefit Assignor and Assignee, and to their respective successors-in-interests and assigns.
4. Authority of Parties. Each person signing this Agreement represents and warrants that he or she has the proper authority to bind the party on whose behalf he or she signs this Agreement.
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.

[Signature Provisions on Following Pages]

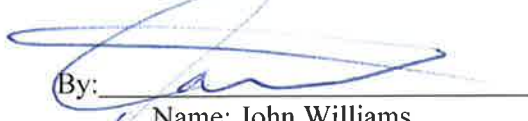
6. Complete Agreement. This Agreement and all exhibits referred to in this Agreement is intended by the parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the assignment between the parties. This Agreement supersedes any prior understandings between the parties, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date as set forth above.

ASSIGNOR:
Crossroads Riverview Park,
[legal capacity]

By: 
Name: Kim Woods
Title: Corporate Administrator

ASSIGNEE:
River Crossing Enterprises,
[legal capacity]

By: 
Name: John Williams
Title: CEO

DATED: 1 July 2016

DATED: 1 July 2016

By: _____
Name:
Title:

By: _____
Name:
Title:

DATED: _____

DATED: _____