

FORM APPROVED COUNTY COUNSEL
 BY: *G.P.P.*
 DATE: *8/11/16*

GREGORY P. PRIAMOS

Departmental Concurrence



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

374



FROM: Regional Park and Open-Space District

SUBMITTAL DATE:
 August 11, 2016

SUBJECT: Consent to Assignment and Assumption Agreement of Southerly Blythe Marina Lease/Sublease; District 4; [\$0]

RECOMMENDED MOTION: That the Board of Directors:
 Consent to the Assignment and Assumption Agreement of the Southerly Blythe Marina Lease between Reynolds Resorts-Blythe, LLC and The Cove RV Resort on the Colorado River, LLC.

BACKGROUND:

Summary

The Southerly Blythe Marina RV Park property has been operated under a concession agreement since the early 1970's. The Riverside County Regional Park and Open-Space District ("District") entered into an Amended and Restated Southerly Blythe Marina Lease/Sublease with Reynolds Resorts-Blythe LLC. ("Reynolds") on October 28, 2014 for the operation of the RV Park located on the property. At this time, Reynolds is selling its business interest to The Cove RV Resort on the Colorado River, LLC ("Cove").

[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
 BY: *Alex Gann*
 Alex Gann
 County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS

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

DISTRICT

Prev. Agn. Ref.: MO 13-1D 10/28/14 | District: 4 | Agenda Number:

13-3

**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 Southerly Blythe Marina Lease/Sublease;
District 4; [\$0]

DATE: August 11, 2016

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

District staff reviewed the documentation provided by Cove and met with the principal owner, Mark Rowe, 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 Reynolds and Cove.

Impact on Citizens and Businesses

Cove plans to make improvements to the facility and operation of the RV park that will provide for an improved camping experience for citizens and bring more business to the local economy.

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 Amended and Restated Southerly Blythe Marina Lease and Sublease Agreement dated Oct 14, 2014 ("Lease"), hereby consents to the foregoing Assignment and Assumption made pursuant to that certain Assignment and Assumption Agreement dated June 28, 2016 by the Reynolds Resorts-Blythe, LLC, a California limited liability company, as Assignor, to The Cove RV Resort on the Colorado River LLC, a California limited liability company, 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 campground facilities identified therein as the Southerly Blythe Marina ("Facilities") located in the City of Blythe, 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.

DATE: _____

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

By: _____
Kevin Jefferies
Chairman, Board of Directors

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 28th day of June, 2016 ("Effective Date") by and between the Reynolds Resorts-Blythe LLC, ("Assignor"), and The Cove RV Resort on the Colorado River LLC, ("Assignee").

RECITALS

WHEREAS, General Lease No. PRC 9128.1 "Southerly Blythe Marina Lease/Sublease; and

WHEREAS, Riviera RV Resort & Marina at 500 Riviera Drive in the City of Blythe, County of Riverside, California; and

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; and

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 90 days of the execution of this Assignment and Assumption Agreement and consent is not obtained by the Lessor and Sublessor 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:
Reynolds Resort-Blythe LLC,

ASSIGNEE:
The Cove RV Resort on the Colorado River
LLC,

By: Christine R Johnson
Name: Christine R. Johnson
Title: manager / member

By: [Signature]
Name: MARK ROWE
Title: MANAGER / PRESIDENT

DATED: 6/28/16

DATED: _____

By: [Signature]
Name: Robert R. Johnson
Title: member

By: _____
Name: _____
Title: _____

DATED: 6/28/16

DATED: 6/30/2016