



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



ITEM  
13.3  
(ID # 4126)

**MEETING DATE:**  
Tuesday, May 2, 2017

**FROM :** REGIONAL PARK & OPEN SPACE DISTRICT:

**SUBJECT:** REGIONAL PARKS AND OPEN-SPACE DISTRICT: 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 Riverview Recreation Park LLC.

**ACTION:** Consent




Scott Bangle, Director, General Manager / Park Director 4/19/2017

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**MINUTES OF THE BOARD OF DIRECTORS**

On motion of Director Tavaglione, seconded by Director Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley  
Nays: None  
Absent: None  
Date: May 2, 2017  
xc: Parks

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	16/17

**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 for a term expiring August 19, 2025.

At this time, Crossroads is selling its business interest to Riverview Recreation Park LLC ("RRP").

District staff reviewed the documentation provided by RRP and met with the ownership team 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 RRP.

Impact on Citizens and Businesses

RRP 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

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



Alex Gann

4/25/2017




Gregory L. Priamos, Director County Counsel

4/19/2017

CONSENT TO ASSIGNMENT AND ASSUMPTION

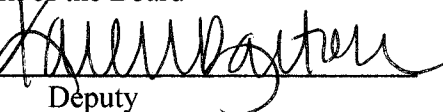
The Riverside County Regional Park and Open-Space District ("District"), as a party to that certain Sublease and Concession Agreement Crossroads Riverview Park at Prado Basin Regional Park dated April 23, 2002 ("Lease"), hereby consents to the foregoing Assignment and Assumption made pursuant to that certain Assignment and Assumption Agreement dated April 4, 2017 by the Crossroads Riverview Park Inc., a California Sub-Chapter (S) Corporation, as Assignor, to Riverview Recreation Park LLC, a California Limited Liability Company, as Assignee to that certain Lease for setting forth 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

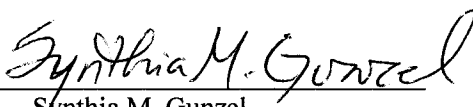
By:   
Kevin Jeffries  
Chairman, Board of Directors

DATE: MAY 02 2017

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Synthia M. Gunzel  
Deputy County Counsel

MAY 02 2017 13.30

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") entered into by and between the *Riverview Recreation Park, LLC*, a California Limited Liability Company (the "Assignee"), represented herein by Mr. Basem Chaikhouni, an individual, and *Crossroads Riverview Park, Inc.*, a California Corporation (the "Assignor") represented herein by Kim Woods, President and Special Administrator of the Estate of Thomas Wilson (California Superior Court County of Riverside Case # 1500635).

### RECITALS

WHEREAS, the Assignor, as lessee, is party to a lease agreement with Riverside County Regional Park and Open-Space District (the "District"), as lessor, dated as of April 23, 2002, (the agreement and all its amendments hereinafter referred to as the "Lease") and made a part hereof by reference for the relevant plot of land concerning the Lease, and the District has leased certain parts of the land concerning the Lease from the United States of America (through the US Army Corps of Engineers) (both the District and the US Army Corps of Engineers shall be referred to as the "Obligor"); and

WHEREAS, the Lease concerns a plot of land located at Prado Basin Regional Park to be managed as a Special Event Park (including activities such as running a Renaissance faire/festival; corporate picnics; historical reenactments; weddings; food sales and service; educational programs; and other compatible activities (the "Facility")); 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 whereby the Assignee, along with assuming the Agreement, agrees to accept the responsibility for operation and maintenance of the Facilities; and

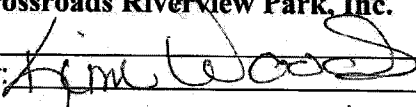

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and the Assignee hereby agree as follows:

1. Assignment and Assumption. As of the Effective Date, Assignor hereby unconditionally and irrevocably assigns, grants, and transfers all rights, responsibilities and obligations in and to the Lease to Assignee. The Assignee hereby accepts and assumes all of Assignor's rights, responsibilities and obligations under the Lease 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 the last Obligor signs on this Assignment indicating their approval on transferring the Lease to the Assignee.
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.

6. Governing Law. This Agreement shall be governed by the laws of California.

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

<b>ASSIGNOR:</b> <b>Crossroads Riverview Park, Inc.</b>	<b>ASSIGNEE:</b> <b>Riverview Recreation Park, LLC</b>
By: 	By: 
Name: Kim Woods	Name: Basem Chaikhouni
Title: Administrator	Title: Co-Owner
Dated: 3-29-17	Dated: April 4 <sup>th</sup> , 2017

APPROVAL OF OBLIGOR (Required)

<b>Riverside County Regional Park and Open-Space District</b>	<b>US Army Corps of Engineers</b>
By: _____	By: _____
Name:	Name:
Title:	Title:
Dated:	Dated: