

**SUBMITTAL TO THE BOARD OF SUPERVISORS
PARKS DEPARTMENT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM
13.1
(ID # 8531)**

MEETING DATE:

Tuesday, December 11, 2018

FROM : PARKS DEPARTMENT:

SUBJECT: PARKS DEPARTMENT: Approval of Assignment and Assumption of Ground Lease between the County of Riverside and Beaumont Cherry Valley Recreation and Park District for Bogart Park; CEQA exempt; District 5; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) . pursuant to State CEQA Guidelines Section 15301 – Existing Facilities; and
2. Approve Assignment and Assumption of Ground Lease between the County of Riverside and Beaumont Cherry Valley Recreation and Park District for Bogart Park; and
3. Direct the Clerk of the Board to return four (4) executed copies of the Agreement to the County for transmittal and filing; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval of this project.

ACTION: Policy

Scott Bangle, Director, General Manager / Park Director 11/29/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: December 11, 2018
xc: Parks, Recorder
Page 1 of 3

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

ID# 8531

13.1

**SUBMITTAL TO THE BOARD OF SUPERVISORS PARKS DEPARTMENT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: None			Budget Adjustment:	No
			For Fiscal Year	18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside ("County") entered into a ninety-nine year lease agreement ("Lease") with the Beaumont Irrigation District on October 5, 1931 concerning real property in Beaumont. The property, originally named International Park, was dedicated on October 18, 1957 and renamed Bogart Park on May 27, 1957. In the early 1970's the Beaumont Irrigation District changed its name to the Beaumont-Cherry Valley Water District ("BCVWD").

On May 19, 1998, per minute order 3.26, the Board of Supervisors approved the first amendment to the Lease between the County and BCVWD. A second amendment to the Lease was approved on August 26, 2003 per minute order 3.29. While the County Parks Department originally operated the park on behalf of the County, the Riverside County Regional Park & Open-Space District ("RivCoParks") assumed operational control of Bogart Park from the County upon incorporation in 1990, although the Lease was never officially assigned from the County to RivCoParks.

RivCoParks owns real property interests within Bogart Park and is in separate negotiations with the Beaumont-Cherry Valley Recreation and Park District for a Lease & Operating Agreement ("Agreement") to manage this land with an intent to donate the land to Beaumont-Cherry Valley Recreation and Park District at the end of the Agreement.

The County wishes to assign its lease interest in Bogart Park to Beaumont-Cherry Valley Recreation and Park District to facilitate the operation of the entire park by Beaumont Cherry Valley Recreation and Park District and for the ultimate benefit of the community. The Agreement between RivCoParks and Beaumont-Cherry Valley Recreation and Park District appears on the December 11, 2018, Board of Supervisors agenda as M.O 13.2. BCVWD supports the assignment and assumption of the Lease and related Agreement for Bogart Park and took board action indicating their unanimous consent on November 14, 2018.

Pursuant to the California Environmental Quality Act (CEQA), the Project was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section

**SUBMITTAL TO THE BOARD OF SUPERVISORS PARKS DEPARTMENT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

15301(a) and (d), Class 1 - Existing Facilities and Section 15061(b)(3). The Assignment and Assumption Agreement is for the existing Bogart Park. There will be no expansion to the leased property beyond that existing at this time. The proposed project, the assignment and assumption of a lease Agreement, is the assignment of property involving existing facilities and no expansion of an existing use will occur. In addition, it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment.

County Counsel reviewed and approved the agreement as to form.

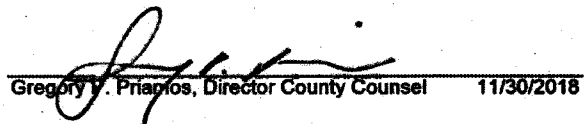
Impact on Citizens and Businesses

The transfer of the County's Lease to Beaumont-Cherry Valley Recreation and Park District will allow Beaumont Cherry Valley Recreation and Park District to manage and utilize resources within the community for the operation of Bogart Park. As a result, Bogart Park will remain a valuable resource for local Beaumont and Cherry Valley residents.

Attachments

Assignment & Assumption Agreement
Notice of Exemption


Rohini Basra, Principal Management Analyst 12/3/2018


Gregory V. Priaplos, Director County Counsel 11/30/2018

(EXHIBIT NO. 5)
ATTACHMENT "D"
AMENDED IN-KIND CONTRIBUTION FOR AJCC OPERATOR PER PARTNER
(Behind this Page)

Amended In-Kind Contribution for AJCC Operator Per Partner

Partner	Compute Methodology	Partner Share	Share in Cash	Share in In-Kind
T- I Adult/Dislocated Worker/Youth	40%	\$ 40,000	\$100,000	
T-II Adult Ed/Literacy	6%	\$ 6,000		\$ 7,584
T-III Wagner-Peyser/Veterans/TAA/MSFW	40%	\$ 40,000		\$ 41,000
Unemployment Comp	.75%	\$ 750		\$ 1,000
Goodwill	2%	\$ 2,000		\$ 50,000
Career Tech/Ed	1%	\$ 1,000		\$ 6,312
T-IV Voc Rehab	.75%	\$ 750		\$ 4,000
TANF/CalWorks	.75%	\$ 750		\$ 109,512
T-V OAA	.75%	\$ 750		\$ 9,695
Chugash	1%	\$ 1,000		\$ 42,288
Native American	2%	\$ 2,000		\$ 2,000
Youth Build	1%	\$ 1,000		\$ 1,000
Housing Authority	.75%	\$ 750		\$ 750
CAP	1%	\$ 1,000		\$ 1,000
CET	.75%	\$ 750		\$ 750
EI Sol	.75%	\$ 750		\$ 750
AVSPC & AVIHS / Learn4Life	.75%	\$ 750		\$ 1250
Total Budget:		\$100,000	\$100,000	\$ 278,891

Amended In-Kind Contribution for AJCC Operator Per Partner

Partner	Contribution
Title II Adult Ed	
Beaumont USD	CASAS Testing (50 @ \$5); Assmt Coordinator 100 hrs @ \$25.00
Coachella Valley USD	Program Flyers & Class Schedules for CRA
Corona Norco USD	Program Flyers & Class Schedules for CRA
Jurupa USD	Program Flyers & Class Schedules for CRA
Lake Elsinore USD	CASAS Testing (120 @ \$5)
Moreno Valley USD	CTE Flyers, 20 Catalogs, Classroom for Orientations (\$1102)
Murrieta Valley USD	Program Flyers & Class Schedules for CRA
Riverside USD	Program Flyers & Class Schedules for CRA
MSJC	Office Space (\$1,000 per yr), Support Staff 3 hrs mon (1,632 per yr) CASAS Testing (100 @ \$5)
Career Technical ED	
College of Desert	Office Space at Student Center (\$1,000 per yr)
Palo Verde Community College	High Speed Internet, Office Equipment for CRA - Blythe
RCCD	500 Program Booklets @ \$2.50 ea
RCOE	GED/HISET 75 @ \$50 per person; 125 CTE Brochures @ \$2.50 ea
Title III	
WP / TAA / Vets	Career Services, Job Services Booklets & Flyers, Printer Paper
Title IV	
Voc Rehab	Program Flyers & Service Information Sheets for 3 Centers
Title V	
OOA	CRA Receptionist \$10 hr, 20 hrs per wk
Job Corps	
Chugach	Outreach Staff Person \$19.85 hr, 40hrs
Inland Empire	Meeting Room (\$1,000 per yr)
HA	2 Housing Specialist I for Orientations \$28.84hr, 26hrs
CAP	Program Flyers & Service Information Sheets for CRA
CET	Program Flyers & Class Schedules for CRA
CIMC	Program Flyers & Service Information Sheets for CRA
Goodwill	Workforce Services to Special Populations
Youth Build	Program Flyers for CRA
EI Sol	Spanish Assessment Testing (CASAS & COPS) 10 @ \$75 per
AVSPC & AVIHS	North Western Education Assmt 50 @ \$25 per person
TANF/Cal Works	3 F/T Job Developers: 17.55 per hr, 40hrs per wk
UI	1000 CA Programs for the Unemployed Booklets (DE 2320) for RR

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Riverside
2724 Gateway Drive
Riverside, CA 92507

From: (Public Agency): _____
County of Riverside Parks Department
4600 Crestmore Road, Jurupa Valley, CA 92509

Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on.

12/10/18 VB
Date Initial

Project Title: Bogart Park Assignment & Assumption of Lease between County Parks & BCVRPD

Project Applicant: County of Riverside Parks Department

Project Location - Specific:

Bogart Park: 9600 International Park Road, Cherry Valley, CA 92223

Project Location - City: Cherry Valley Project Location - County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:
Assignment & Assumption of Lease Agreement between County Parks Dept. and Beaumont Cherry Valley Recreation & Park District. The County wishes to assign its lease interest in Bogart Park to BCVRPD to facilitate the operation of the entire park BCVRPD.

Name of Public Agency Approving Project: County of Riverside Parks Department

Name of Person or Agency Carrying Out Project: County of Riverside Parks Department

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: 15301(a) Existing Facilities
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Bogart Park is an existing facility that will continue to be operated as a park and campground under the newly assigned lease agreement by Beaumont Cherry Valley Recreation and Park District and the Beaumont Cherry Valley Water District.

Lead Agency
Contact Person: Analicia Gomez Area Code/Telephone/Extension: 951-955-6998

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: [Signature] Date: 11/29/18 Title: Senior Park Planner

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

DEC 11 2018 13.1 C

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") entered into this 11th day of December, 2016 ("Effective Date") by and between County of Riverside, a political subdivision of the State of California ("Assignor"), and the Beaumont Cherry Valley Recreation and Parks District, a special district in the State of California ("Assignee"). ASSIGNOR, and ASSIGNEE are sometimes referred to herein individually as a Party and collectively as the Parties.

RECITALS

WHEREAS, the Assignor and Beaumont Cherry Valley Water District ("District") entered into that certain Lease Agreement dated October 5, 1931 ("Original Lease") and that certain First Amendment to Lease dated May 19, 1998 ("First Amendment") and that certain Second Amendment to Lease dated August 26, 2003 whereby the Parties agreed to terms and conditions for the use and operation of Assessor Parcel Numbers 401-210-010 and 401-180-001, located at 9600 Cherry Ave, Cherry Valley, California (hereinafter collectively the Original Lease, First Amendment, and Second Amendment are collectively referred to as the "Lease"), which is attached as Exhibit "A", incorporated herein by reference; and

WHEREAS, Assignor desires to assign to the Assignee and the Assignee desires to assume from the Assignor all of Assignor's rights, benefits, duties, responsibilities and obligations in the Lease;

WHEREAS, on August 7, 2018 the District issued a Memorandum regarding the Bogart Park Land Lease Agreement Review – Parcel Description Analysis clarifying the Park boundaries and assessor parcel numbers associated with the Original Lease, which is attached as Exhibit "B", and incorporated herein by reference;

WHEREAS, Assignee and the Riverside County Regional Park & Open-Space District ("RivCoParks") are entering into a separate Lease & Operating Agreement for management of RivCo Parks owned APN 401-210-011, a copy of which is attached as Exhibit "C";

WHEREAS, Assignor and Assignee agree and acknowledge that certain furniture, fixtures and equipment exist for the operation of the Lease property (the "Equipment") as documented in the 2016 Bogart Park Assessment Report and set forth in Exhibit "D" attached hereto and incorporated herein, and further that Assignee shall, at its sole cost and expense, be responsible for all necessary maintenance and, repair of the Equipment.

WHEREAS, on January 1, 1975, the Beaumont Water District officially adopted the name Beaumont-Cherry Valley Water District, which is attached as Exhibit "E", and incorporated herein by reference;

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, benefits, duties, responsibilities and obligations in and to the Lease to Assignee. The Assignee hereby accepts and assumes all of Assignor's rights, benefits, duties, 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 this Assignment is fully executed by Assignee and Assignor. In the event that this Assignment is not fully executed, 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.
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.

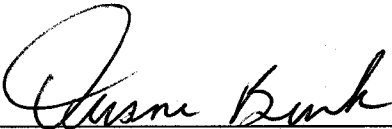
[Signature Provisions on Following Pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

ASSIGNOR:
County of Riverside, a political subdivision
of the State of California

ASSIGNEE:
Beaumont Cherry Valley Recreation
and Parks District

By: 
CHUCK WASHINGTON
Chairman
Board of Directors

By: 
Duane Burk
General Manager

Dated: DEC 11 2018


Dated: NW. 15, 2018

ATTEST:

KECIA HARPER-HEM, Clerk

By: 

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  11/21/18
Wesley Stanfield
Deputy County Counsel

CONSENT OF DISTRICT

District hereby consents to the above Assignment and to the agreement by Assignee to assume all the rights, benefits, duties, responsibilities and obligations as set forth in the Lease, and release Assignors from all duties and obligations under the Lease. District acknowledges Assignee as the new party to the Lease to be operative upon the Effective Date of this Assignment.

Beaumont Cherry Valley Water District

By: _____
John Covington
Board President

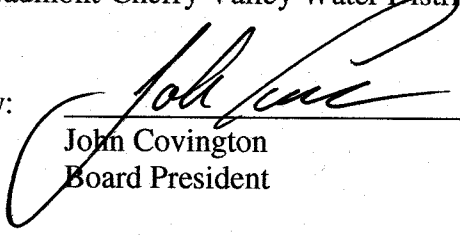
Dated: _____

CONSENT OF DISTRICT

District hereby consents to the above Assignment and to the agreement by Assignee to assume all the rights, benefits, duties and responsibilities and obligations as set forth in the Lease, and release Assignors from all duties and obligations under the Lease. District acknowledges Assignee as the new party to the Lease to be operative upon the Effective Date of this Assignment and the full execution of the Third Amendment to Bogart Park Lease attached hereto as Exhibit "F".

Beaumont-Cherry Valley Water District

By:



John Covington
Board President

Dated: November 14, 2018

EXHIBIT A

**“LEASE”
Consisting of:**

Lease of Bogart Park

And

First Amendment to Lease with Bogart Park

And

Second Amendment to Lease with Bogart Park

Exhibit A

LEASE

1
2 THIS AGREEMENT, made this 5th day of October, 1931 by and
3 between the Beaumont Irrigation District, an irrigation district
4 duly organized and existing under provisions of an act of the
5 Legislature of the State of California, as approved March 31, 1897,
6 and the acts amendatory and supplementary thereto, FIRST PARTY,
7 hereinafter termed "Lessor", and the County of Riverside, State of
8 California, SECOND PARTY, hereinafter termed "Lessee",

9 WITNESSETH: That the said Party of the First Part does,
10 by these presents, demise and lease unto the said Party of the
11 Second Part, for a term of ninety-nine years from the date hereof
12 that certain real property located in Riverside County, State of
13 California, the location thereof being shown in red on the blue-
14 print map attached hereto and made a part hereof, together with
15 the appurtenances thereto appertaining, and more particularly des-
16 cribed as follows, to-wit:

17 ~~undivided one half ($\frac{1}{2}$) of the South half ($S\frac{1}{2}$) of the~~
18 ~~N. E. $\frac{1}{4}$ and the W $\frac{1}{2}$ of the S.E. $\frac{1}{4}$ of Section 14, T. 2S.,~~
19 ~~R. 1W., S. B. B. & M., Riverside County, California, con-~~
20 ~~taining 100.0 acres, more or less.~~ *Ed*

20 The N.E. $\frac{1}{4}$ of Section 23, T. 2S., R. 1W., S. B. B. & M.,
21 Riverside County, California, containing 100.0 acres, more
22 or less. All that part of the N.W. $\frac{1}{4}$ of Sec. 23, T. 2S.,
23 R. 1W., S. B. B. & M., Riverside County, California, not
24 contained in the map of the Subdivision La Mesa Miravilla
25 as recorded in the Recorder's Office of Riverside County,
26 California, in Book 6 of Maps at Page 79, containing 25.0
27 acres, more or less.

24 The E. $\frac{1}{2}$ of the N. E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of Sec. 23, T. 2S.,
25 R. 1W., S. B. B. & M., Riverside County, California, con-
26 taining 20 acres, more or less.

26 All that part of the W. $\frac{1}{2}$ of the N.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$, the
27 N.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ or the S.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$
28 of Section 23, T. 2S., R. 1W., S. B. B. & M., Riverside County,
29 California, not contained in the map of the Subdivision of La
30 Mesa Miravilla, recorded in the Recorder's Office of Riverside
31 County, California, in Book 6 of Maps at Page 79, and except-
32 ing therefrom 0.82 acres conveyed by deed to M. L. Davison
dated November 5th, 1916, containing 49.58 acres, more or less.

The several parcels of land as hereinbefore described comprise
~~100.0~~ acres, more or less.

1 This agreement is made on the following terms and con-
2 ditions:

3 FIRST. The premises hereby let by the Lessor are to be
4 used specifically by the Lessee for public park purposes and not
5 otherwise.

6 SECOND. The Lessee hereby acknowledges the title of the
7 Lessor in and to the said described premises and agrees never to
8 assail or resist said title, other than as limited by this agree-
9 ment.

10 THIRD. The Lessee shall not assign or transfer this agree-
11 ment, in whole or in part, or permit any other person to use the
12 right or privilege hereby given without the written consent of the
13 Lessor first had and obtained.

14 FOURTH. The Lessee will fully pay for all materials joined
15 or affixed to said premises by or upon the authority of said Lessee,
16 and pay in full all persons that perform labor upon said premises
17 for the said Lessee and will not permit or suffer any Mechanic's
18 Liens or Materialmen's Liens of any kind or nature to be enforced
19 against said premises for any work done or materials furnished
20 thereon at the Lessee's instance or request.

21 FIFTH. The Lessor hereby agrees that the heretofore des-
22 cribed lands shall be in full charge and care coming under direct
23 supervision of the County Board of Supervisors of Riverside County,
24 California, the same being the Lessee, so long as the same are main-
25 tained and used for public park purposes, subject to water right
26 reservations, reservations for the development of water, the laying
27 and maintaining of water lines either above or beneath the soil
28 surface and such other necessary works as pertain to waterworks,
29 together with the further reservation of all mineral and mining
30 rights on or attaching to said premises.

31 SIXTH. The Lessee hereby agrees to use said premises here-
32 by let during the term of said lease for public park purposes only

1 and further agrees that the said First Party, its employees or
2 agents, shall at all times have free entrance and access to said
3 premises for the purpose of doing any and all necessary labor,
4 work, or things in connection with the reservations herein reser-
5 ved by the said First Party.

6 SEVENTH. It is hereby understood and agreed by and between
7 the said Lessor and Lessee that the said Lessee shall have the right
8 and authority to erect and/or construct any improvements, buildings,
9 or structures which the said Lessee may desire and which are inci-
10 dental and reasonable to the occupancy of said premises for public
11 park purposes so long as said Lessee does not create or permit to
12 exist a condition of waste upon said premises and so long as said
13 improvements, buildings or structures do not interfere with the
14 maintenance and operation of the water rights and mineral rights
15 herein reserved by the said First Party. And it is further under-
16 stood by and between the said Lessor and the said Lessee that the
17 said Lessee during the term of this lease shall keep and protect
18 the said Lessor free from any damage or loss as the result of the
19 occupancy of the said Lessee of the devised premises for public
20 park purposes.

21 EIGHTH. The terms and conditions of this agreement shall
22 inure to the benefit of and be binding upon the heirs, executors,
23 administrators, successors and assigns of the parties hereto, ex-
24 cept that in case any court of competent jurisdiction adjudges
25 that the making of this lease was in excess of the legal rights of
26 the Beaumont Irrigation District so to do then in that event the
27 Lessor may without liability cancel such lease or for any violation
28 of the covenants or conditions may terminate the estate hereby cre-
29 ated and granted to the said Lessee with the further understanding
30 that in the event of such termination as herein provided for the
31 said Lessee shall have the right thereupon to remove from said
32 premises any buildings or structures placed thereupon by the said

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

Lessee and in so doing the said Lessee shall save and protect the
said Lessor from any damages in the removal thereof.

BEAUMONT IRRIGATION DISTRICT

By *A. Morcross*
President

ATTEST *W. Stahl*
Secretary

COUNTY OF RIVERSIDE

By *V. C. Johnson*
Chairman of the Board of
Supervisors of Riverside
County, California.

*Approved
as to form
Wm. C. Johnson
District Attorney*

SUBMITTAL TO THE BOARD OF SUPERVISORS
JNTY OF RIVERSIDE, STATE OF CALIFORNIA

304
A



April 28, 1998

FROM: Parks Director

SUBJECT: AMENDMENT TO BOGART PARK LEASE - Supervisorial District III

RECOMMENDED MOTION: That the Board of Supervisors approve the first Amendment to the lease between the County and Beaumont-Cherry Valley Water District for Bogart Park.

INFORMATION: The County currently leases certain real property from Beaumont-Cherry Valley Water District ("District") which property is used for recreational purposes as Bogart County Park.

The lease agreement was executed in 1931 for a term of 99 years. The District's insurance carrier would like to update and amend the agreement to add a risk transfer provision that requires the County to indemnify and hold the Beaumont-Cherry Valley Water District harmless for acts committed by County. The County is also required to obtain a policy of general liability insurance of not less than \$1 million. The new indemnification and insurance provisions are mutual.

(Continued)

COUNTY COUNSEL

MAY 04 1998

By *Sheldon V. Ubo*

FINANCIAL DATA: NOT APPLICABLE

CURRENT YEAR COST \$

ANNUAL COST: \$

NET COUNTY COST -0-

IN CURRENT YEAR BUDGET: YES ___ NO ___

BUDGET ADJUSTMENT: YES ___ NO ___ FOR FY: _____

SOURCE OF FUNDS:

C.A.O. RECOMMENDATION:

APPROVE

[Signature]

Executive Officer Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Mullen, seconded by Supervisor Wilson and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Venable, Wilson and Mullen
Noes: None
Absent: None
Date: May 19, 1998
xc: Parks, Co.Co., Auditor

Gerald A. Maloney
Clerk of the Board

By *[Signature]*
Deputy

3.26

3rd Dist

Department Recommendation:
Per Executive Officer:

- Policy
- Consent
- Policy
- Consent

FIRST AMENDMENT TO BOGART PARK LEASE

The parties hereto have previously made and entered into a lease of certain real property situated generally in the County of Riverside, State of California, known as Bogart Park. The Beaumont-Cherry Valley Water District, an irrigation district duly organized and existing under provision of an act of the Legislature of the State of California, is the Lessor in said Lease and the County of Riverside, a political subdivision of the State of California, is Lessee thereunder.

Lessor and Lessee hereby amend the Bogart Park Lease as follows:

NINTH-Indemnification, Lessor

To the fullest extent permitted by law, Lessor shall indemnify and hold harmless the Lessee and its officers, directors, employees, or volunteers from and against all claims, liability, damages, losses and expenses (including attorney's fees and costs of defense) for injury or damage to persons or property arising out of or in any way connected with the ownership, condition, use, occupancy or the exercise by Lessor of any of the rights granted herein, of the described lands without limitation, except for the sole negligence or willful misconduct of the Lessee. Lessee shall not be liable to Lessor for damage or injury done to any of the facilities placed on the premises by Lessor, including any of Lessor's property, used in connection with its operations thereon. Lessor's obligation to indemnify shall not be restricted to insurance proceeds.

TENTH-Indemnification, Lessee

To the fullest extent permitted by law, Lessee shall indemnify and hold harmless the Lessor and its officers, directors, employees, or volunteers from and against all claims, liability, damages, losses and expenses (including attorney's fees and costs of defense) for injury or damage to persons or property arising out of or in any way connected with the condition, use, occupancy or the exercise

is imposed, \$2 million. Lessee's officers, directors, employees and volunteers shall be included as additional insureds for the liabilities assumed in paragraph ten. Lessee, its officers, directors, employees or volunteers shall be named as additional insureds using the ISO CG 2026 or equivalent additional insured endorsement.

BEAUMONT-CHERRY VALLEY
WATER DISTRICT (Lessor)

By: Peter A. Grimes
Peter A. Grimes, Interim Presiding Officer

ATTEST: Jo Ellen Seick
Jo Ellen Seick,
Secretary

COUNTY OF RIVERSIDE (Lessee)

By: John F. Tavaglione
Chairman, Board of Supervisors
JOHN F. TAVAGLIONE
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST: MAY 19 1998

GERALD A. MALONEY
Clerk of the Board

By: Gerald A. Maloney
Deputy

[SEAL]

FORM APPROVED
COUNTY COUNSEL

MAY 04 1998
BY: Gordon V. Ubo

157
SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



FROM: Parks Department

SUBMITTAL DATE: July 15, 2003

SUBJECT: SECOND AMENDMENT TO BOGART LEASE – District V

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Second Amendment to Lease between the County of Riverside and Beaumont-Cherry Valley Water District for Bogart Park;
2. Authorize the Chairman to execute four (4) copies of the Second Amendment;
3. Direct the Clerk of the Board to return four (4) copies of the amendment to the Parks Department for further processing; and
4. Authorize the Parks Director to execute and administer same in accordance with its terms and conditions.

BACKGROUND: The County currently leases certain real property from the Beaumont-Cherry Valley Water District (BCVWD) ("District") for recreational purposes at Bogart County Park. The Lease Agreement was executed in 1931 for a term of 99 years. On May 19, 1998, M.O. 3.26, your honorable Board approved the First Amendment to the Bogart Lease to add a risk transfer provision that required the County to indemnify and hold the BCVWD harmless for acts committed by the County.
(continued on page 2)

386- Second Amendment to Bogart Lease

Attachment: Second Amendment to Lease

BB-10, Co. Co.

Paul Frandsen
Paul Frandsen, Parks Director

FINANCIAL DATA: Not applicable

CURRENT YEAR COST \$

ANNUAL COST: \$

NET COUNTY COST \$

IN CURRENT YEAR BUDGET: \$

BUDGET ADJUSTMENT FY: \$

SOURCE OF FUNDS:

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

S. J. [Signature]

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Venable and Wilson
Noes: None
Absent: Ashley
Date: August 26, 2003
xc: Parks, Co. Co., Auditor

Nancy Romero
Clerk to the Board
By *[Signature]*
Deputy

Prev. Agn. ref.

Dist. V

AGENDA NO.

7 20

Per Executive Office:

Policy
 Consent

Subject: SECOND AMENDMENT TO BOGART LEASE

(Continued from Page 1)

The BCVWD insurance carrier would like to update and amend the First Amendment to modify indemnification language with a mutual hold harmless/indemnification provision between the Parks Department and BCVWD.

County Risk Management and County Counsel have reviewed the Second Amendment and approved it as to form.

1
2 **SECOND AMENDMENT TO BOGART PARK LEASE**

3 **HOLD HARMLESS AND INDEMNIFICATION**

4 **(Terms and Conditions Ninth and Tenth)**

5 The parties hereto have previously made and entered into a lease of certain real
6 property situated generally in the County of Riverside, State of California, known as
7 Bogart Park. The Beaumont-Cherry Valley Water District, an irrigation district duly
8 organized and existing under provisions of an act of the Legislature of the State of
9 California, is the Lessor in said Lease and the County of Riverside, a political
10 subdivision of the State of California, is Lessee thereunder.

11 Lessor and Lessee hereby amend the Bogart Park Lease terms and conditions
12 Ninth and Tenth as follows:

13 Beaumont-Cherry Valley Water District, its directors, officers, employees and
14 representatives (collectively hereinafter: "District") shall indemnify and hold harmless
15 the County of Riverside, its agencies, Districts, Special Districts and Departments, their
16 respective directors, officers, Board of Supervisors, elected and appointed officials,
17 employees, agents and representatives (collectively hereinafter: "County") from any
18 liability whatsoever, including but not limited to property damage, bodily injury or death
19 of any person, that arises out of the District's operation of, maintenance, repair or
20 replacement, and/or transportation to or from the District's facilities of equipment located
21 on the property leased by the District to the County, commonly known as Bogart Park.
22 District shall defend, at its sole expense, all claims, actions, proceedings and suits, in
23 law or in equity, and shall pay all costs and fees including but not limited to attorney
24 fees, cost of investigation, settlements or awards, arising out of the District's operation
25 of, maintenance, repair or replacement, and/or transportation to or from the District's
26 facilities of equipment at Bogart Park.

27 The County shall indemnify and hold harmless the District from any liability
28 whatsoever, including but not limited to property damage, bodily injury or death of any

1 person, that arises out of the County's use, operation or maintenance of Bogart Park,
2 including County's active or passive negligence or negligence per se. County shall
3 defend, at its sole expense, all claims, actions, proceedings and suits, in law or equity,
4 and shall pay all costs and fees including but not limited to attorney fees, cost of
5 investigation, settlements or awards, arising out of the County's use, operation or
6 maintenance of Bogart Park.

7 With respect to any action or claim subject to indemnification herein by either
8 party, the indemnifying party shall, at its sole cost, have the right to retain counsel of its
9 own choice and shall have the right to adjust, settle, or compromise any such action or
10 claim without the prior consent of the other party; provided, however, that any such
11 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
12 the party's obligation to indemnify the other party as set forth herein. The indemnifying
13 party's obligation to defend, indemnify and hold harmless the other party shall be
14 subject to the indemnified party having given the indemnifying party written notice as
15 soon as practicable of a claim or an incident that may give rise to a claim, or of the
16 commencement of any related action, and will provide information and reasonable
17 assistance. The indemnifying party's obligation hereunder shall be satisfied when the
18 indemnitor has provided to the indemnified party a copy of a dismissal or release that
19 relieves the indemnified party from any liability for said action or claim.

20 In the event there is conflict between this clause and California Civil Code
21 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
22 interpretation shall not relieve Beaumont-Cherry Valley Water District from indemnifying
23 the County to the fullest extent allowed by law.

24 //

25 //

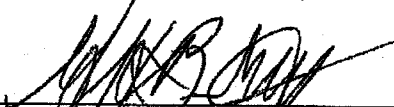
26 //


27 //

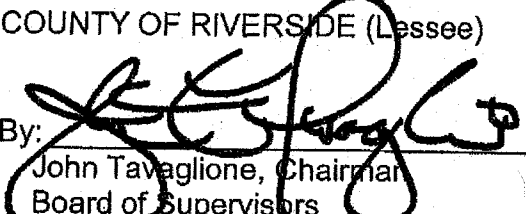
28 //

1 Dated: AUG 26 2003

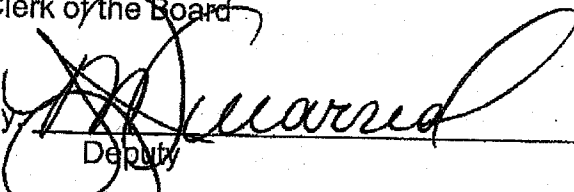
BEAUMONT-CHERRY VALLEY
WATER DISTRICT (Lessor)

By: 
Gerald H. Brey, President
Board of Directors

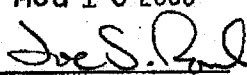
6
7 ATTEST: 
8 C. J. Butcher, Secretary

10 COUNTY OF RIVERSIDE (Lessee)
11
12 By: 
13 John Tavaglione, Chairman
Board of Supervisors

14 ATTEST:
15 Nancy Romero
16 Clerk of the Board

17 By: 
18 Deputy

FORM APPROVED
COUNTY COUNSEL

AUG 18 2003
BY 
ASSISTANT COUNTY COUNSEL

26 wordocs/Att-386 2nd Amendment Bogart Lease

8/26/03 3:27

Exhibit B

BEAUMONT CHERRY VALLEY WATER DISTRICT

560 Magnolia Avenue

Beaumont, CA 92223

(951)-845-9581

August 7, 2018

MEMORANDUM

TO: Board of Directors

FROM: Daniel K. Jagers, General Manager

SUBJECT: Beaumont-Cherry Valley Water District

Bogart Park Land Lease Agreement Review – Parcel Description
Analysis

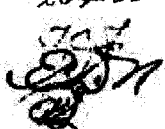
District Staff has identified a discrepancy in the boundary description on the original 1931 Lease Agreement between Beaumont-Cherry Valley Water District and Riverside County. The purpose of this Technical Memorandum is to set forth the findings of District Staff after further investigation of this issue.

Boundary Analysis

Figure 1 (attached) shows the parcels referred to in the Lease Agreement and their recorded acreage according to the County Assessor-Clerk-Recorder. A detailed parcel breakdown of the map attached to the Lease Agreement between Beaumont-Cherry Valley Water District and Riverside County is attached as in Figure 2. The lease agreement identified the total acreage as **254.58** acres. However, the total acreage associated with all of the BCVWD parcels, according to the County Assessor-Clerk-Recorder is **381.70** acres. District Staff has reviewed the Lease Agreement in order to resolve this discrepancy.

30 | THE SEVERAL PARCELS OF LAND AS HEREINAFORE DESCRIBED COMPRISE
31 | ~~254.58~~ ACRES, MORE OR LESS.
32 | 254.58

1.



The Lease Agreement is attached as Exhibit A. On page 1 in the Lease Agreement lines 17-19, outlining BCVWD parcels 3 and 4 from Figure 1, have been omitted. This omission indicates that these BCVWD parcels (160 acres total as identified in the Lease Agreement) were not included in the lease. These Parcels are shown in red in Figure 2 (attached).

17 | Undivided one half (1/2) of the South half (S1/2) of the
 18 | N. E. 1/4 and the W1/2 of the S.2.1/4 of Section 14, T. 29.,
 19 | R. 1W., S. B. B. & M., Riverside County, California, con-
 taining 160.0 acres, more or less. *D. E. D.*

District compared the acreages reported in the Land Lease Agreement and by the County Assessor-Clerk-Recorder for the remaining parcels. A comparison of the acreages reported by each source is attached as Exhibit B. There were minor differences in acreage for each parcel, summing to a total difference of 8.07 acres. The Lease Agreement uses language which allows for small differences in the acreage depending on the true area of the various sections of land. District Staff believe these discrepancies do not actually indicate a problem with the defined boundaries in the agreement.

However, District Staff believe there is a grammatical error in one of the boundary descriptions. In order to properly describe the land shown in the map attached to the lease agreement, a comma should be added and the word "of" should be omitted as shown below in red.

26 | All that part of the W. 1/2 of the N.2.1/4 of the S.W.1/4, the
 27 | N.W.1/4 of the S.W.1/4, ~~or~~ the N.N.1/4 of the S.W.1/4 of the S.W.1/4
 28 | of Section 23, T. 29., R. 1W., S. B. B. & M., Riverside County,
 29 | California, not contained in the map of the subdivision of La
 30 | Mesa Miravilla, recorded in the Recorder's Office of Riverside
 County, California, in book 5 of Maps at Page 79, and except-
 ing therefrom 0.32 acres conveyed by deed to L. L. Davidson
 dated November 5th, 1916, containing 49.58 acres, more or less.

District Staff also noted that according to the description in the Lease Agreement APN's 401-210-005 and 401-210-006 were included as a part of parcel 1D. These parcels in question are shown in a map attached as Figure 2. The parcels appear to be part of the area included in the lease but are currently owned by private entities, not the District. This issue will have to be resolved moving forward.

Figure 1
BCVWD and RIV CO Parcels

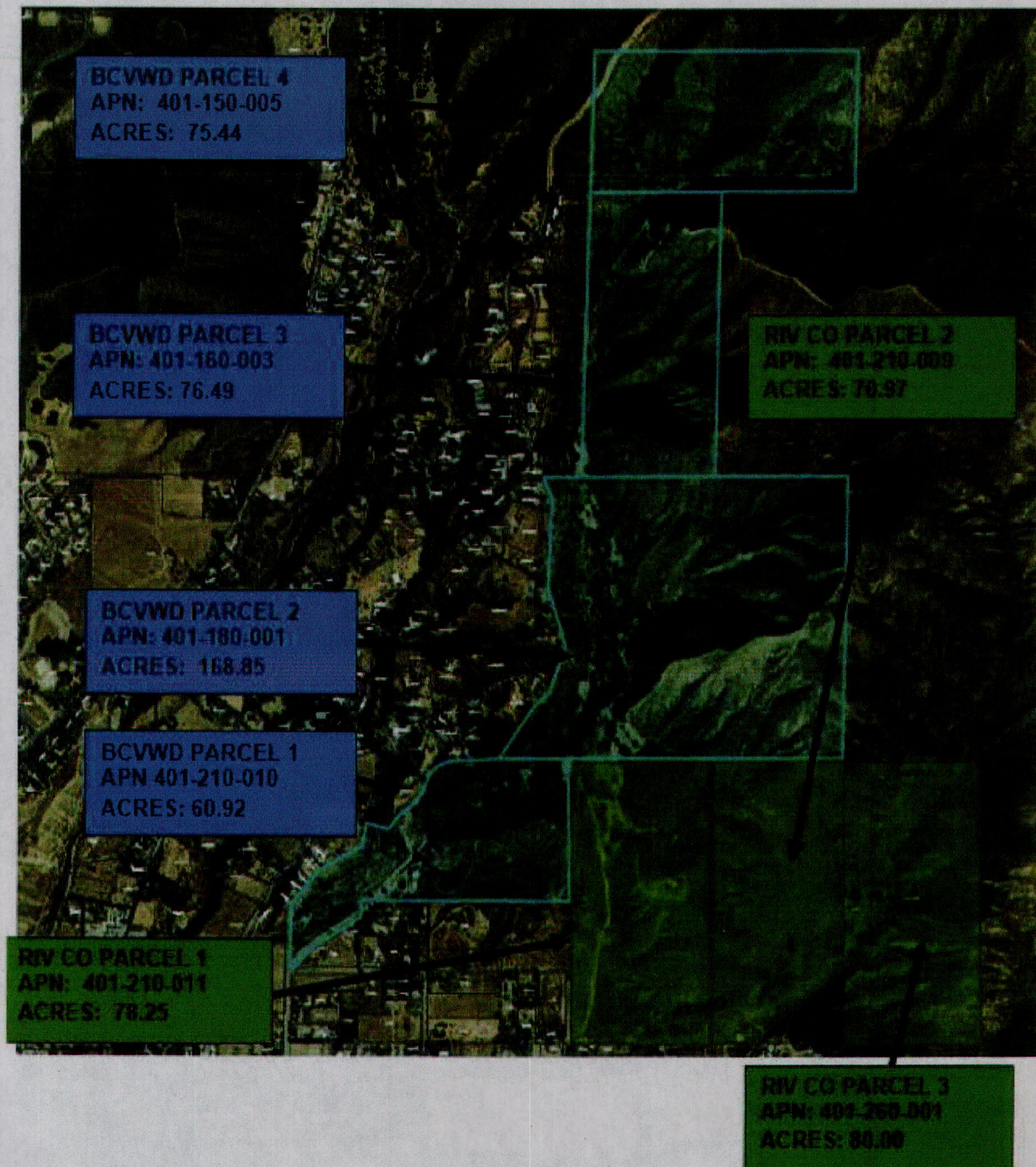


Figure 2
Parcels as Defined in Lease Agreement

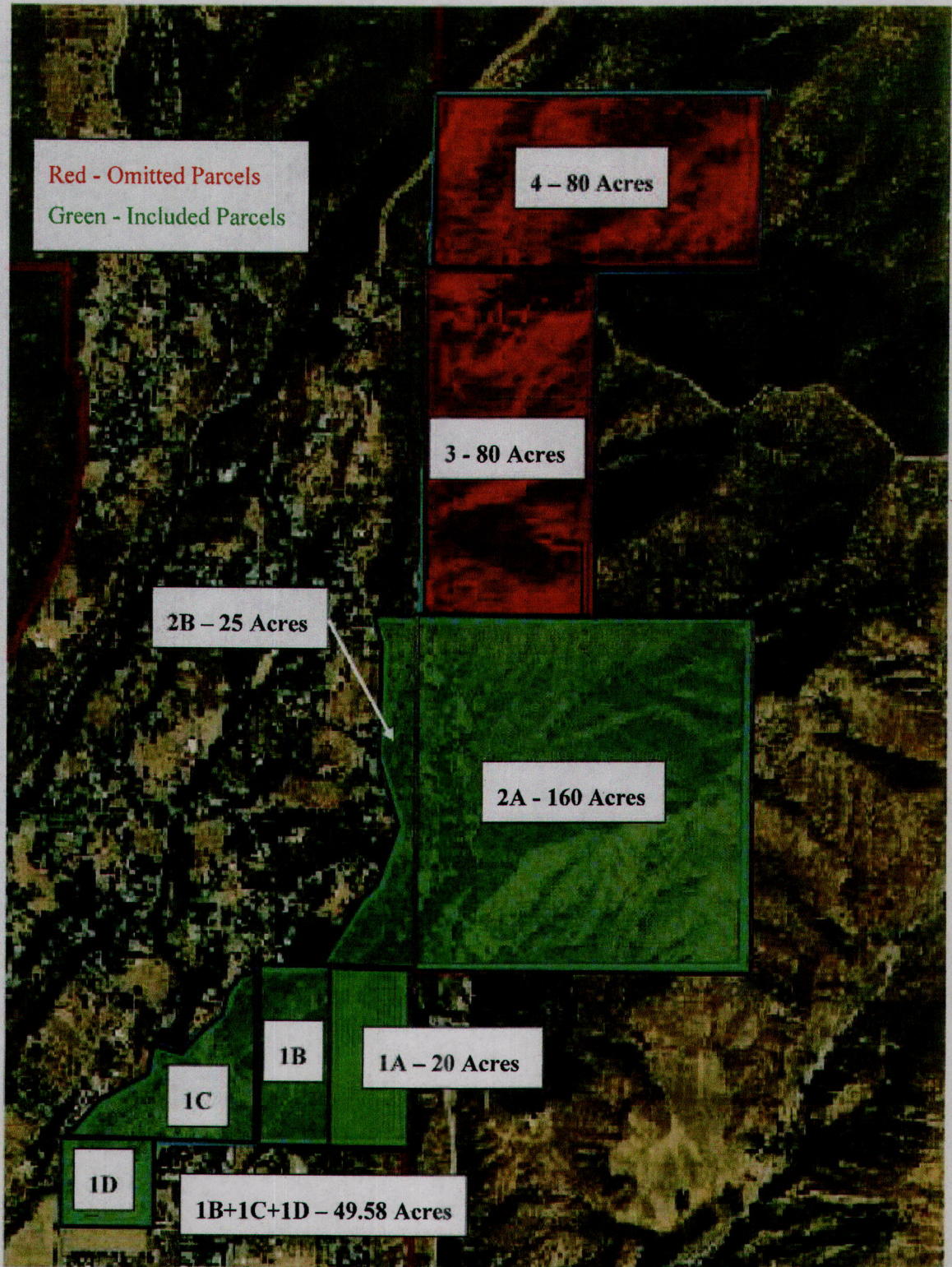


Figure 3
Privately Owned Parcels Potentially Included in Lease



Exhibit A

Land Lease Agreement

L E A S E

1
2 THIS AGREEMENT, made this 5th day of October, 1931 by and
3 between the Beaumont Irrigation District, an irrigation district
4 duly organized and existing under provisions of an act of the
5 Legislature of the State of California, as approved March 31, 1897,
6 and the acts amendatory and supplementary thereto, FIRST PARTY,
7 hereinafter termed "Lessor", and the County of Riverside, State of
8 California, SECOND PARTY, hereinafter termed "Lessee",

9 WITNESSETH: That the said Party of the First Part does,
10 by these presents, demise and lease unto the said Party of the
11 Second Part, for a term of ninety-nine years from the date hereof
12 that certain real property located in Riverside County, State of
13 California, the location thereof being shown in red on the blue-
14 print map attached hereto and made a part hereof, together with
15 the appurtenances thereto appertaining, and more particularly des-
16 cribed as follows, to-wit:

Omitted Parcels 3 and 4

17 Undivided one half (1/2) of the South half (1/2) of the
18 N. E. 1/4 and the W. 1/2 of the S. 1/4 of Section 14, T. 28.,
R. 1W., S. B. E. & M., Riverside County, California, con-
taining 160.0 acres, more or less.

19
20 The N. E. 1/4 of Section 23, T. 28., R. 1W., S. B. E. & M.,
Riverside County, California, containing 160.0 acres, more
21 or less. All that part of the N. E. 1/4 of Sec. 23, T. 28.,
R. 1W., S. B. E. & M., Riverside County, California, not
22 contained in the map of the Subdivision La Mesa Miravilla
as recorded in the Recorder's Office of Riverside County,
23 California, in Book 6 of Maps at Page 79, containing 25.0
acres, more or less.

Parcel 2A

24 The E. 1/2 of the N. E. 1/4 of the S. 1/4 of Sec. 23, T. 28.,
25 R. 1W., S. B. E. & M., Riverside County, California, con-
taining 20 acres, more or less.

Parcel 2B

Parcel 1A

Parcel 1B

Parcel 1C

Parcel 1D

26 All that part of the W. 1/2 of the N. E. 1/4 of the S. 1/4, the
27 N. W. 1/4 of the S. 1/4 of the N. W. 1/4 of the S. 1/4 of the S. 1/4
28 of Section 23, T. 28., R. 1W., S. B. E. & M., Riverside County,
California, not contained in the map of the Subdivision of La
29 Mesa Miravilla, recorded in the Recorder's Office of Riverside
30 County, California, in Book 6 of Maps at Page 79, and except-
ing therefrom 0.32 acres conveyed by deed to L. L. Davidson
dated November 5th, 1910, containing 49.58 acres, more or less.

31 The several parcels of land as hereinbefore described comprise
32 ~~160.0~~ 257.58 acres, more or less.

1 This agreement is made on the following terms and con-
2 ditions:

3 FIRST. The premises hereby let by the Lessor are to be
4 used specifically by the Lessee for public park purposes and not
5 otherwise.

6 SECOND. The Lessee hereby acknowledges the title of the
7 Lessor in and to the said described premises and agrees never to
8 assail or resist said title, other than as limited by this agree-
9 ment.

10 THIRD. The Lessee shall not assign or transfer this agree-
11 ment, in whole or in part, or permit any other person to use the
12 right or privilege hereby given without the written consent of the
13 Lessor first had and obtained.

14 FOURTH. The Lessee will fully pay for all materials joined
15 or affixed to said premises by or upon the authority of said Lessee,
16 and pay in full all persons that perform labor upon said premises
17 for the said Lessee and will not permit or suffer any Mechanic's
18 Liens or Materialmen's Liens of any kind or nature to be enforced
19 against said premises or any work done or materials furnished
20 thereon at the Lessee's instance or request.

21 FIFTH. The Lessor hereby agrees that the heretofore des-
22 cribed lands shall be in full charge and care coming under direct
23 supervision of the County Board of Supervisors of Riverside County,
24 California, the same being the Lessee, so long as the same are main-
25 tained and used for public park purposes, subject to water right
26 reservations, reservations for the development of water, the laying
27 and maintaining of water lines either above or beneath the soil
28 surface and such other necessary works as pertain to waterworks,
29 together with the further reservation of all mineral and mining
30 rights on or attaching to said premises.

31 SIXTH. The Lessee hereby agrees to use said premises here-
32 by let during the term of said lease for public park purposes only

1 and further agrees that the said First Party, its employees or
2 agents, shall at all times have free entrance and access to said
3 premises for the purpose of doing any and all necessary labor,
4 work, or things in connection with the reservations herein reser-
5 ved by the said First Party.

6 SEVENTH. It is hereby understood and agreed by and between
7 the said Lessor and Lessee that the said Lessee shall have the right
8 and authority to erect and/or construct any improvements, buildings,
9 or structures which the said Lessee may desire and which are inci-
10 dental and reasonable to the occupancy of said premises for public
11 park purposes so long as said Lessee does not create or permit to
12 exist a condition of waste upon said premises and so long as said
13 improvements, buildings or structures do not interfere with the
14 maintenance and operation of the water rights and mineral rights
15 herein reserved by the said First Party. And it is further under-
16 stood by and between the said Lessor and the said Lessee that the
17 said Lessee during the term of this lease shall keep and protect
18 the said Lessor free from any damage or loss as the result of the
19 occupancy of the said Lessee on the devised premises for public
20 park purposes.

21 EIGHTH. The terms and conditions of this agreement shall
22 inure to the benefit of and be binding upon the heirs, executors,
23 administrators, successors and assigns of the parties hereto, ex-
24 cept that in case any court of competent jurisdiction adjudges
25 that the making of this lease was in excess of the legal rights of
26 the Beaumont Irrigation District so to do then in that event the
27 Lessor may without liability cancel such lease or for any violation
28 of the covenants or conditions may terminate the estate hereby cre-
29 ated and granted to the said Lessee with the further understanding
30 that in the event of such termination as herein provided for the
31 said Lessee shall have the right thereupon to remove from said
32 premises any buildings or structures placed thereupon by the said

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

Lessee and in so doing the said Lessee shall save and protect the
said Lessor from any damages in the removal thereof.

BEAUMONT IRRIGATION DISTRICT

By *E. J. Morrison*
President

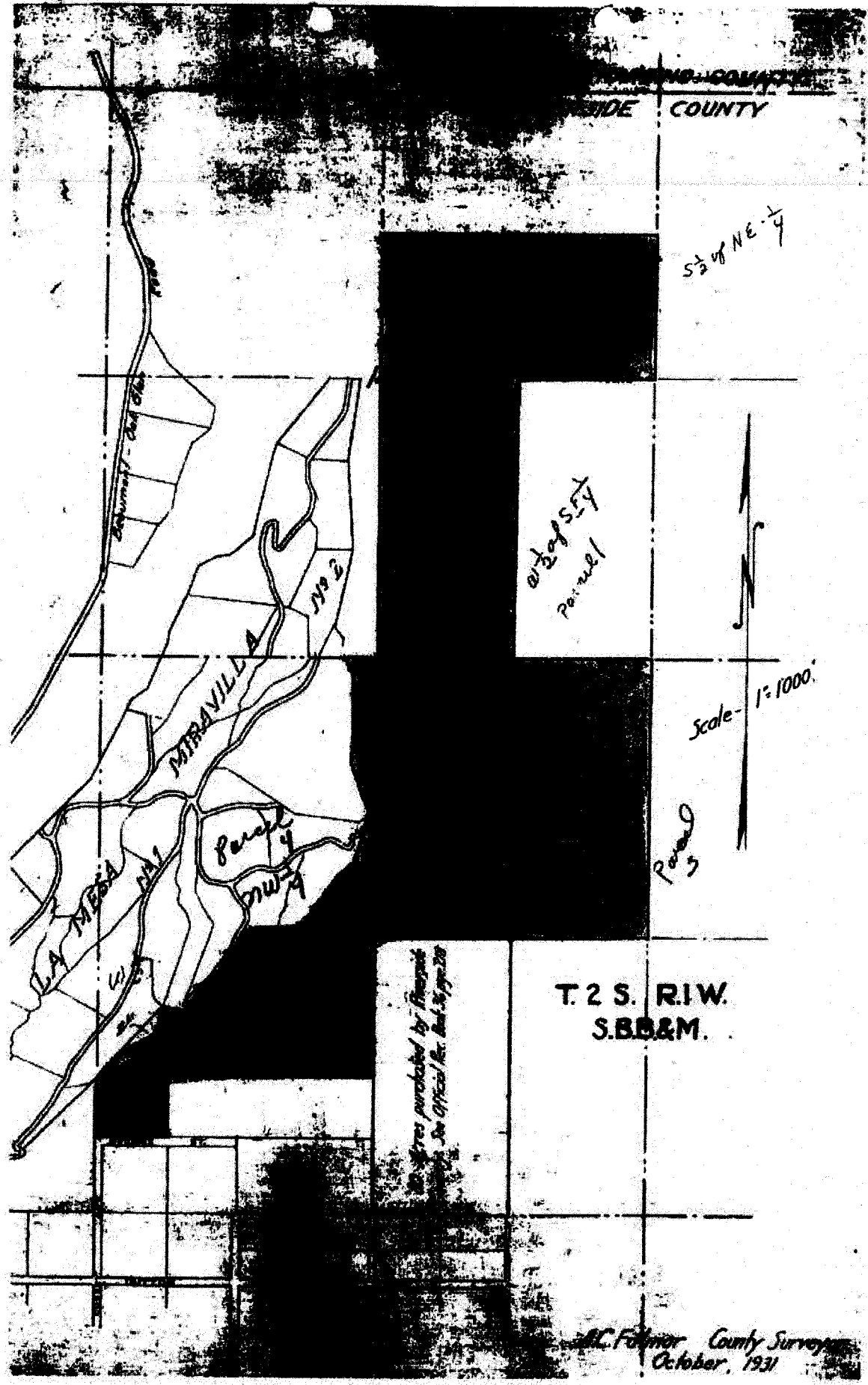
Also *Quitt*
Secretary

COUNTY OF RIVERSIDE

By *W. G. ...*
Chairman of the Board of
Supervisors of Riverside
County, California.

*Approved
as to form
to meet the
purpose of the
District*

FRANKLIN COUNTY
MIRAVILLA COUNTY



S $\frac{1}{2}$ of NE $\frac{1}{4}$

W $\frac{1}{2}$ of S $\frac{1}{4}$
Parcel 1

Scale - 1:1000

Parcel 5

Not to be published by anyone
without the Official Map Act, 1907, 200

T. 2 S. R. 1 W.
S. B. & M.

A.C. Feltner County Surveyor
October, 1931

Exhibit B
Acreage Study

Exhibit B

BCVWD

Bogart Park Acreage Analysis

Section 23			
Parcel #	Size		Difference
	Agreement	County Record	
2	160	168.85	16.15
	25		
1	20	60.92	8.66
	49.58		
Total	254.58	229.77	24.81

Parcel Acreage Calculations
Prepared By: KEJ

Exhibit C

LEASE AND OPERATING AGREEMENT

This Lease and Operating Agreement (“Agreement”) is made by and between Riverside County Regional Park & Open-Space District (“RivCoParks”), a special district in the State of California and the Beaumont Cherry Valley Recreation & Park District (“BCVRPD”), a special district in the State of California, sometimes referred to herein as a “Party” and jointly as the “Parties”, with reference to the following:

RECITALS

WHEREAS, RivCoParks is the owner of record of approximately 78.25 acres of land identified as Assessor’s Parcel Number 401-210-011 (“Property”) and located at 9600 International Park Road, Cherry Valley, CA 92223 also known as a portion of Bogart Park, which is depicted in Exhibit “A”, attached and incorporated herein by reference;

WHEREAS, the Beaumont Cherry Valley Water District (“District”) is the owner of record of approximately 229.77 acres of land identified as Assessor’s Parcel Numbers 401-180-001 and 401-210-010, which is depicted in Exhibit “A”, attached hereto and incorporated herein by reference (“District’s Property”), also known as a portion of Bogart Park;

WHEREAS, the Property, originally named International Park, was dedicated on October 18, 1931, and renamed on May 27, 1957, shall be used for park or open-space purposes;

WHEREAS, the Riverside County Parks Department (“County”) is the lessee of District’s Property pursuant to that certain lease dated October 5, 1931, which is set to expire October 5, 2030;

WHEREAS, the County and BCVRPD have support of the District to enter into an Assignment & Assumption agreement for BCVRPD to assume the County’s lease of the District’s Property for the remaining lease term of 12 years;

WHEREAS, BCVRPD and District intend to negotiate a separate long-term lease of the District's Property;

WHEREAS, the residents living within the community around of Beaumont-Cherry Valley are in need of park space and associated services;

WHEREAS, RivCoParks desires to assist in providing a park space and associated services that are in the vital and best interest of the residents of the Beaumont-Cherry Valley area;

WHEREAS, the mission of BCVRPD is to enrich and fulfill the lives of community members by providing parks, park facilities, and recreational programs of outstanding quality;

WHEREAS, the mission of BCVRPD further endeavors to meet the needs of its growing community by acquiring, constructing, improving, maintaining, and operating recreation centers throughout the community;

WHEREAS, BCVRPD desires to provide a park space and associated services that are in the vital and best interest of the residents of the Beaumont-Cherry Valley area;

WHEREAS, these associated services consist of day use visitation for self-directed recreation, camping, fishing, hiking, horseback riding, cycling, special events, and security (together "Programs and Services");

WHEREAS, RivCoParks has acquired furniture, fixtures and equipment ("Equipment") for the Property in support of providing Programs and Services; and

WHEREAS, the purpose of this Agreement is to outline the terms and conditions by which RivCoParks will assist in providing Programs and Services to the community of Beaumont-Cherry Valley by facilitating the transfer of the Property to BCVRPD, and BCVRPD to provide continued Programs and Services to the community of Beaumont-Cherry Valley;

NOW THEREFORE, the Parties hereby enter into this Agreement and agree to the following:

COVENANTS

ARTICLE I

PROPERTY AND TERM

1.1 Effective Date. The “Effective Date” of this Agreement is the date the Parties sign the Agreement. However, if the Parties sign the Agreement on more than one date, then the last date the Agreement is signed shall be the “Effective Date”.

1.2 Term. The term of this Agreement shall be for a term of three (3) years (“Term”) commencing on the Effective Date as defined in Section 1.1 and expiring 3 years thereafter.

1.3 Acceptance of Property. BCVRPD accepts the Property in an “as-is” and a “where is” condition based solely on BCVRPD’s own studies and investigations on the Effective Date of this Agreement.

ARTICLE II

RENT, TAXES AND UTILITIES

2.1 Rent. BCVRPD shall operate the Property and manage the Equipment in a manner providing at least the level of access and Programs and Services as currently provided by RivCoParks during the Term of this Agreement. Without limitation of the foregoing, BCVRPD shall provide the same or reasonably similar access to amenities and recreation opportunities as RivCoParks provided in RivCoParks’s operation of the Property, shall maintain a high level of customer service, shall operate the Property, and shall provide Programs and Services to the community, in lieu of payment of rent by legal tender for the Property.

2.2 Taxes and Assessments. During the term of this Agreement, BCVRPD also agrees to pay, or cause to be paid, all applicable real and personal property taxes, general and special assessments, and other charges of every description as may be levied on or assessed against the Property, improvements to the Property, or personal property owned by BCVRPD and located on or in the Property to the extent that such taxes, assessments and charges are not inconsistent with RivCoParks’s exempt status under the Internal Revenue Code. BCVRPD understands and agrees

that it may be subject to a possessory interest tax in accordance with the California Revenue and Taxation Code.

2.3 Utilities. During the term of this Agreement, BCVRPD further agrees to pay, or cause to be paid, all utilities used upon the Property including without limitation including water, gas, heat, light, power, telephone service, refuse collection and removal, security and/or fire alarm monitoring or related fees, and all other services supplied to the Property.

ARTICLE III

USE, MAINTENANCE, COMPLIANCE WITH LAWS, OBLIGATIONS

3.1 Limitations on Use. The Property shall be operated by BCVRPD for the sole purpose of operating a park and related services, including the provisions of Programs and Services, for the community and for the benefit of residents and the general population of the unincorporated community of Cherry Valley and surrounding areas which may include, but is not limited to: day use visitation for self-directed recreation, camping, fishing, hiking, horseback riding, cycling, and special events, security, and Programs and Services as set forth in the Recitals of this Agreement.

3.2 No Liens or Easements. Except for permitted encumbrances, easements, and restrictions approved in writing by RivCoParks, BCVRPD agrees and covenants not to place or allow to be placed any deed of trust, mortgage, or any other type of security lien upon the Property during the term of this Agreement without the written consent of RivCoParks, which consent shall be in RivCoParks's absolute discretion.

3.3 Maintenance of the Property. BCVRPD shall, at its reasonable sole cost and expense, maintain, or cause to be maintained the Property, including but not limited to the mechanical, electrical, plumbing, and all operating systems of the Property including the parking lot and landscaping in good condition and repair for the purposes in Section 3.1 above and in accordance with all applicable laws, including without limitation such zoning, safety ordinances and laws, environmental regulations, and such rules and regulations hereunder as may be binding

upon RivCoParks . RivCoParks shall pay to BCVRPD the amounts according to the payment schedule outlined in Exhibit "B", to assist with the expenses related to maintaining the Property.

3.5 Furniture, Fixtures and Equipment. RivCoParks and BCVRPD agree and acknowledge that RivCoParks has provided and installed Equipment at the Property as documented in the 2016 Bogart Park Assessment Report and set forth in Exhibit "C" attached hereto and incorporated herein. BCVRPD shall, at its sole cost and expense, be responsible for all necessary maintenance and, repair of the Equipment.

3.6 Compliance with Laws and Restrictions. BCVRPD shall, at its sole cost and expense, obtain any and all necessary permits and shall fully comply with all applicable building and zoning ordinances. BCVRPD further agrees to use the Property in material compliance with all laws now in force or which may hereafter be in force relative to its use and operation of the Property, including without limitation compliance with all federal, state, and local statutes and regulations, as well as all covenants, conditions, and restrictions contained in this Agreement.

3.7 Obligations. BCVRPD shall be obligated to provide Programs and Services to the community and the citizens of Riverside County including but not limited to all programs and services set forth in the Recitals and section 3.1 of this Agreement. General hours of operation are as follows:

Camping: Thursday through Sunday

Day Use: Thursday through Monday, 7 AM to sunset

The above hours are general only and subject to change. Hours may be adjusted by BCVRPD to reflect the needs of the community.

ARTICLE IV FINANCING AND CONTRACTING WITH THIRD PARTIES

4.1 Contracting with Third Parties. BCVRPD, in BCVRPD's discretion, may enter into agreements and contracts in connection with the uses required to be performed, as set forth in Section 3.1 above on the Property; provided however, that all agreements or contracts in which

a third party would be permitted to exclusively occupy a portion of the Property shall be subject to the prior approval by RivCoParks in RivCoParks' reasonable discretion. All such agreements and contracts shall contain provisions necessary to protect RivCoParks, its officers, employees, successors, and assigns from any liability arising out of the operation, maintenance or replacement of any improvements and facilities in the Property as a result of such third parties actions. Any contract or other agreement entered into by BCVRPD affecting or related to the Property as contemplated by this Section 4.1 shall include a provision that gives RivCoParks the right to terminate such contract or other agreement in the event that this Agreement is terminated early or the Parties do not finalize and complete the Conveyance and defined in section 9.1 below.

4.2 No Assignment or Sublease. BCVRPD shall not assign this Agreement or sublease the Property without the written consent of RivCoParks. Such consent shall be in the sole and absolute discretion of RivCoParks and may be conditioned at the sole and absolute discretion of RivCoParks. In the event that BCVRPD subleases the Property, BCVRPD shall be required to have a sublease agreement executed between BCVRPD and the other party(ies), and as part of said agreement, require said party(ies) to procure a standard commercial liability policy in the amount of \$1,000,000 naming BCVRPD, and RivCoParks as additional insureds. A copy of such sublease agreement shall be provided to RivCoParks for RivCoParks's review and approval.

ARTICLE V

INSURANCE

5.1 Insurance. Without limiting or diminishing the BCVRPD's obligation to indemnify or hold RivCoParks harmless as set forth in section 10.1, BCVRPD shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement:

(a). Workers' Compensation: If the BCVRPD has employees as defined by the State of California, the BCVRPD shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers'

Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of RivCoParks, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(b). Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of BCVRPD's performance of its obligations hereunder. Policy shall name RivCoParks, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Boards of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(c). Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then BCVRPD shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name RivCoParks, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Boards of Directors, employees, elected or appointed officials, agents or representatives as Additional Insured.

(d). General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County of Riverside's Risk Manager. If the County of Riverside's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The BCVRPD's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County of Riverside's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to RivCoParks, and at the election of the County of Riverside's Risk Manager, BCVRPD's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with RivCoParks, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) BCVRPD shall cause BCVRPD's insurance carrier(s) to furnish RivCoParks with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County of Riverside's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to RivCoParks prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless RivCoParks receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. BCVRPD shall not commence operations until RivCoParks has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the Parties hereto that the BCVRPD's insurance shall be construed as primary insurance, and RivCoParks' insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the permitted use, RivCoParks reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the BCVRPD has become inadequate.

6) BCVRPD shall pass down the insurance obligations contained herein to all tiers of BCVRPD's vendors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

8) BCVRPD shall notify RivCoParks of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement within ten (10) days of receipt of notice thereof.

ARTICLE VI

DAMAGE OR DESTRUCTION

DURING TERM OF AGREEMENT

6.1 Restoration of Property. If during the term of this Agreement, the Property is materially damaged such that BCVRPD is unable to provide the Programs and Services, whether or not from a risk covered by insurance, and subject to the other provisions of this Agreement regarding termination, RivCoParks shall have the option, but shall not be obligated to make the repairs necessary to restore RivCoParks's owned Property and all the improvements thereon, to a condition for occupancy or use comparable to the condition thereof before such damage provided that RivCoParks determines in its sole discretion, that if it is not feasible to do so,

RivCoParks shall have the right to terminate this Agreement. Damages to the District Property shall be restored at the discretion of the District.

ARTICLE VII

DEFAULT AND TERMINATION

7.1 Events of Default. Subject to the cure provisions set forth in Section 7.2, the following events if uncured shall be a default ("Event of Default"):

(a) Failure of BCVRPD to perform or observe any material provisions or condition of this Agreement, including, but not limited to, compliance with the uses outlined in Section 3.1 as described above;

(b) Failure of RivCoParks to perform or observe any material provisions or condition of this Agreement, including, but not limited to, compliance with the payment provisions outlined in Section 3.4 as described above;

(b) The subjection of any material right or interest of BCVRPD to attachment, execution, or other levy, or to seizure under legal process which would materially interfere with BCVRPD's ability to comply with the required uses set forth in Section 3.1 above in the Property.

(c) In the event the Property becomes a public nuisance or disturbs the peace and tranquility of the surrounding residents as adjudicated by the final judgment of a court of competent jurisdiction.

7.2 Notice and Right to Cure. Prior to pursuing any remedy for an alleged default, the non-defaulting party shall provide written notice of default to the alleged defaulting party. Each notice of default shall specify in detail the alleged "Event of Default" and the intended remedy. The alleged defaulting party shall have thirty (30) days after notice is delivered (see Section 11.3: Notices, below) to cure the alleged default. In the event that any non-monetary default is of such a nature that the same cannot reasonably be cured within the thirty (30) day period described above, then the cure period shall be extended by such further reasonable period (not to exceed an additional 90 days) so long as the alleged defaulting party commences the cure within the thirty (30) day period described above and thereafter diligently prosecutes the cure to completion.

7.3 Remedies. In the event a material default by BCVRPD continues uncured for a period of thirty (30) days following written notice, and unless a longer cure period is provided pursuant to Section 7.2, in addition to the rights and remedies provided by law or equity, RivCoParks may at its election terminate this Agreement by giving BCVRPD written notice of termination. Upon the giving of notice of termination, all BCVRPD's rights in the Property and improvements shall terminate. Promptly after notice of termination, BCVRPD shall surrender and vacate the Property and all improvements and Equipment in good and clean condition, reasonable wear and tear excepted. In the event a default by RivCoParks continues uncured for a period of thirty (30) days following written notice, and unless a longer cure period is provided pursuant to Section 7.2, in addition to the rights and remedies provided by law or equity, BCVRPD may at its election, continue this Agreement, terminate this Agreement by giving RivCoParks written notice of termination, and/or accelerate the Conveyance (defined herein) to occur on a date set by BCVRPD.

7.4 Early Termination Without Cause by BCVRPD. BCVRPD may also terminate this Agreement without cause by giving written notice to RivCoParks at least one hundred twenty (120) days prior to the effective date of such termination. Upon such termination, BCVRPD must surrender the Property and all improvements and Equipment in good and clean condition, reasonable wear and tear excepted. Upon early termination by BCVRPD without cause, BCVRPD shall refund the payment made by RivCoParks to BCVRPD for the current calendar year according to the payment schedule outlined in Exhibit "B", prorated up to the date of termination based on a 365-day calendar year.

ARTICLE IIX

ENVIRONMENTAL PROTECTION AND HAZARDOUS WASTE

8.1 Environmental Protection. BCVRPD shall not discharge, dispose of, or permit to escape, any drainage water, non-point source runoff, raw sewage, fuel, or waste of any kind, within or outside the Property that could result in destruction of habitat or the contamination or pollution of said Property. BCVRPD shall at all times comply with all applicable federal, state,

and local laws, orders, and regulations, as may be amended with respect to the proper discharge of refuse, garbage, sewage effluent, wastes, storm water runoff, and any and all other pollutants, including soil sediments, and shall cause its employees, agents and other persons or entities under its control to comply fully with such laws, orders, and regulations.

8.2 Hazardous Materials. BCVRPD shall not use or allow anyone else to use the Property to generate, manufacture, refine, transport, treat, store, handle, recycle, release, or dispose of any hazardous material, other than as reasonably necessary for the operation of its operations and activities as contemplated under this Agreement. The term "hazardous material" means any hazardous substance, material, or waste including, but not limited to, those listed in 49 CFR 172.101 (U.S. Department of Transportation), the Cal/EPA Chemical Lists, or petroleum products and their derivatives. However, this shall not apply to the use of petroleum products and related substances incidental to operation of motorized equipment and vehicles whose operation on the premises is contemplated by this Agreement. BCVRPD shall immediately notify RivCoParks in writing in the event of any release of hazardous material, violation of any environmental law, or actions brought by third parties against BCVRPD alleging environmental damage. BCVRPD shall indemnify and hold RivCoParks harmless from any and all damages of any nature (including payment of attorney fees) related to or arising out of the discharge or release of hazardous materials caused by BCVRPD or any person or entity under its control. RivCoParks represents and warrants to BCVRPD that, to the best of RivCoParks's knowledge, no hazardous material has been generated, manufactured, refined, transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the Property prior to the effective date of this Agreement. In the event that BCVRPD discovers that any hazardous material has been generated, manufactured, refined, transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the Property prior to the effective date of this Agreement, then BCVRPD shall have the right to immediately terminate this Agreement and shall have no remediation responsibility, and RivCoParks shall indemnify, defend and hold harmless BCVRPD from any and all liability of any type related thereto, including attorney's fees.

ARTICLE IX

SURRENDER AND DISPOSITION OF PROPERTY

9.1 Conveyance of Property. Ninety (90) days prior to the expiration of the Agreement, the Parties shall each execute and deliver to the other the donation agreement (“Donation Agreement”) in substantially the same form as the attached Exhibit “D”, and the grant deed (“Grant Deed”) in substantially the same form as the attached Exhibit “E”, each effective as of the expiration of the Agreement. The duly executed, delivered, and accepted Donation Agreement and Grant Deed will be collectively referred to as (the “Conveyance”).

9.2 Use Restriction. The Donation Agreement and Grant Deed shall both include a use restriction that states the following: “The Property shall be used for park and open-space purposes and shall not be conveyed without the consent of a majority of the voters of the BCVRPD at an election called and conducted by the Board of BCVRPD pursuant to Public Resource Code section 5540, or unless otherwise permitted by law.” BCVRPD and RivCoParks hereby declare that it is their express intent that such restriction shall run with the land and shall bind all successors in title to the Property.

9.3 Surrender of Property. In the event this Agreement is terminated pursuant to Sections 7.3 or 7.4, BCVRPD shall surrender the Property to RivCoParks and all improvements and Equipment in a good and clean condition, reasonable wear and tear excepted, and all improvements constructed on the Property by BCVRPD (other than trade fixtures or other removable fixtures) shall become the property of RivCoParks at no cost or expense to RivCoParks.

ARTICLE X

INDEMNIFICATION

10.1 Indemnification by BCVRPD. BCVRPD shall defend, indemnify, and hold RivCoParks harmless from, and reimburse RivCoParks for, any loss, cost, expense, liability, or damages of every kind or nature, including but not limited to injury to or death of any person or destruction of property in connection with or in any way related to, the use by BCVRPD or any

third party of the Property or any facilities located thereon, except to the extent of the negligent or intentional acts or omissions of, or the breach of this Agreement or violation of applicable laws by, RivCoParks or its officers, directors, employees, agents or contractors, and further excepting any claims arising from the presence, discharge or release of hazardous materials occurring prior to the effective date of this Agreement. In addition, BCVRPD shall defend, indemnify, and hold RivCoParks harmless from any breach or default in the performance of any obligation to be performed by BCVRPD under this Agreement, any violation of governmental law or regulation, or any intentional misconduct or negligence of BCVRPD, or any officer, agent, employee, guest, or invitee of BCVRPD, regardless of whether such intentional misconduct or negligence was active or passive, and except to the extent of the negligent or intentional acts or omissions of, or the breach of this Agreement or violation of applicable laws by, RivCoParks or its officers, directors, employees, agents or contractors and further excepting any claims arising from the presence, discharge or release of hazardous materials occurring prior to the effective date of this Agreement.

10.2 Indemnification by RivCoParks. RivCoParks shall defend, indemnify, and hold BCVRPD and its directors, officers, employees and agents harmless from, and reimburse BCVRPD for, any loss, cost, expense, liability, or damages of every kind or nature, including but not limited to injury to or death of any person or destruction of property in connection with or in any way related to, (i) the use by RivCoParks or any third party of the Property or any facilities located thereon arising prior to the Effective Date, (ii) any claims arising from the presence, discharge or release of hazardous materials occurring prior to the Effective Date, or (iii) any breach or default in the performance of any obligation to be performed by RivCoParks under this Agreement or any violation of governmental law or regulation, or any intentional misconduct or negligence of RivCoParks, or any officer, agent, employee, guest, or invitee of RivCoParks, regardless of whether such intentional misconduct or negligence was active or passive.

10.2 Duties: In the event of the occurrence of any event that is an indemnifiable event pursuant to this section, the claiming party shall notify the other party in writing promptly and, if such event involves the claim of any third person, the other party shall assume all expenses with

respect to, the defense, settlement, adjustment, or compromise of any claim, provided that such claiming party may, if it so desires, employ counsel at its own expense to assist in the handling of such claim, and the other party shall obtain the prior written approval of such claiming party, which shall not be unreasonably withheld, before entering into any settlement, adjustment or compromise of such claim. The other party shall reimburse such claiming party or any third party (including officers, directors, and employees of such claiming party) for any reasonable legal expenses and costs incurred in connection with or in enforcing the indemnity herein provided.

10.3 Survival of Indemnification Requirements. All indemnification obligations hereunder shall survive the expiration or earlier termination of this Agreement.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

11.2 Severability. Each section and provision of this Agreement is severable from each other provision. In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby. To the extent permitted by applicable law, each party to this Agreement waives any provision of law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable, the parties shall use all reasonable efforts to substitute a valid, legal, and enforceable provision that implements the purposes and intent of this Agreement.

11.2 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.

11.3 Notices. All notices, requests, demands, waivers, consents, and other communications hereunder shall be in writing and shall be either transmitted by facsimile machine, hand-delivered, sent by certified mail, or delivered by a regionally or nationally

recognized overnight courier service, freight prepaid, and shall be deemed to have been duly given and to have become effective upon receipt, directed to the parties at the following addresses (or at such other address as shall be given in writing by a party hereto):

If to RivCoParks, addressed to: Regional Park & Open-Space District
County of Riverside
4600 Crestmore Road
Riverside, CA 92509
ATTN: Assistant Parks Director - Parks

If to BCVRPD, addressed to: Duane Burk
General Manager
Beaumont-Cherry Valley Recreation & Park District
390 W. Oak Valley Parkway
Beaumont, CA 92223

11.4 Entire Agreement. This Agreement and those documents incorporated herein by reference or attached: (i) constitutes the entire Agreement, supersedes all other prior Agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter of this Agreement; (ii) is not intended to confer upon any person other than the parties to this Agreement any rights or remedies under this Agreement.

11.5 Additional Documents. In addition to the documents and instruments to be delivered as provided in this Agreement, each of the parties shall, from time to time at the request of the other party, execute and deliver to the other party such other documents and shall take such other actions as may be reasonably required to carry out more effectively the terms of this Agreement.

11.6 Jurisdiction and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of California. RivCoParks and BCVRPD agree that the Agreement has been entered into at Riverside County, California, and that if any action or proceeding is commenced to enforce or interpret this Agreement, venue shall be filed in the Superior Court for the state of California, in Riverside, California.

11.7 Attorney's Fees. In the event of any litigation between RivCoParks and BCVRPD to enforce any of the provisions of this Agreement or any right of either party hereto, Parties will be responsible for paying their own costs and expenses, including attorney's fees.

11.8 Relationship to BCVRPD. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of RivCoParks and BCVRPD. BCVRPD is an Independent Contractor.

11.9 Binding on Successors. The terms, covenants, and Agreements contained herein shall bind and inure to the benefit of RivCoParks, BCVRPD, and each of their successors and permitted assigns.

11.10 Amendment. This Agreement shall not be modified or amended without the written consent of both BCVRPD and RivCoParks incorporated in a written amendment to the Agreement.

11.11 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's rights to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.12 Authority to Execute. The persons executing this Agreement or exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they have the authority to bind the respective parties to this Agreement to the performance of its obligations herein.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

RIVCOPARKS

RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT

By: _____
Chairman, Board of Directors

Dated: _____

BCVRPD

BEAUMONT CHERRY VALLEY
RECREATION & PARK DISTRICT

By: _____

Name: _____

Title: _____

Dated: _____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

(Seal)

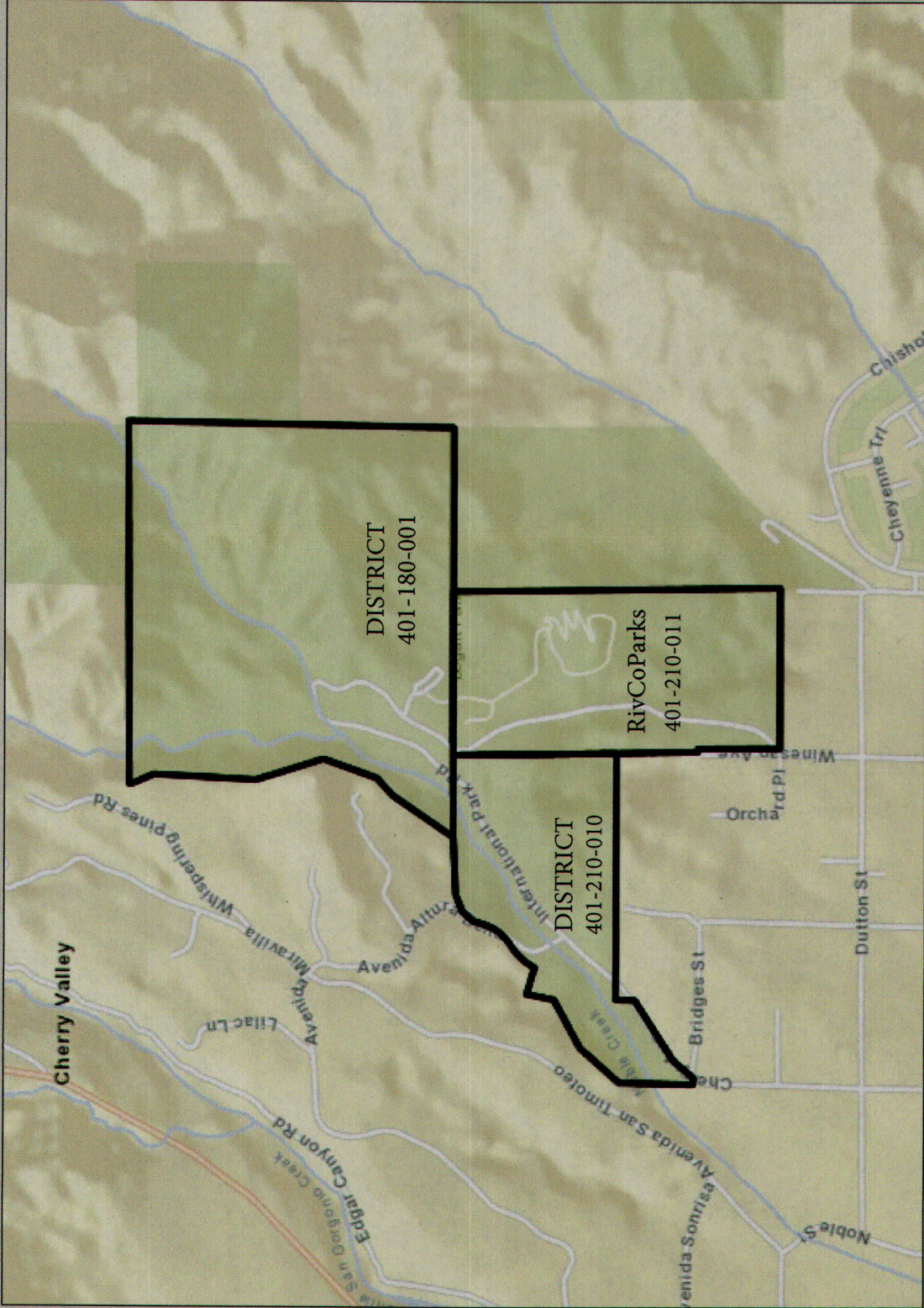
APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____
Wesley Stanfield
Deputy County Counsel

Exhibit A

Bogart Park Lease & Operating Agreement



Legend

- Blueline Streams
- City Areas
- World Street Map

Notes
 401-210-011; 401-210-010; 401-180-001

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON... 10/10/2018 3:29:45 PM

© Riverside County GIS

EXHIBIT "B"

Payment Schedule:

Year 1: January 1, 2019 \$100,000

Year 2: January 1, 2020 \$100,000

Year 3: January 1, 2021 \$100,000

Physical Assessment

Bogart Park can be divided into four major areas based on their respective programmatic uses:

1) Entrance - the gateway for vehicular and pedestrian, and the paths for the horse trail and mountain bike trail are on the south end of this area. The connection to International Park Drive, and the road that leads through the site leading to two parking lots before splitting off towards the campsites or day use area.

2) Day Use Area - the right fork in the road turns south and heads towards the area designated for day use activities. This open space has several designated group areas, a full parking lot, playground structure, and a pond.

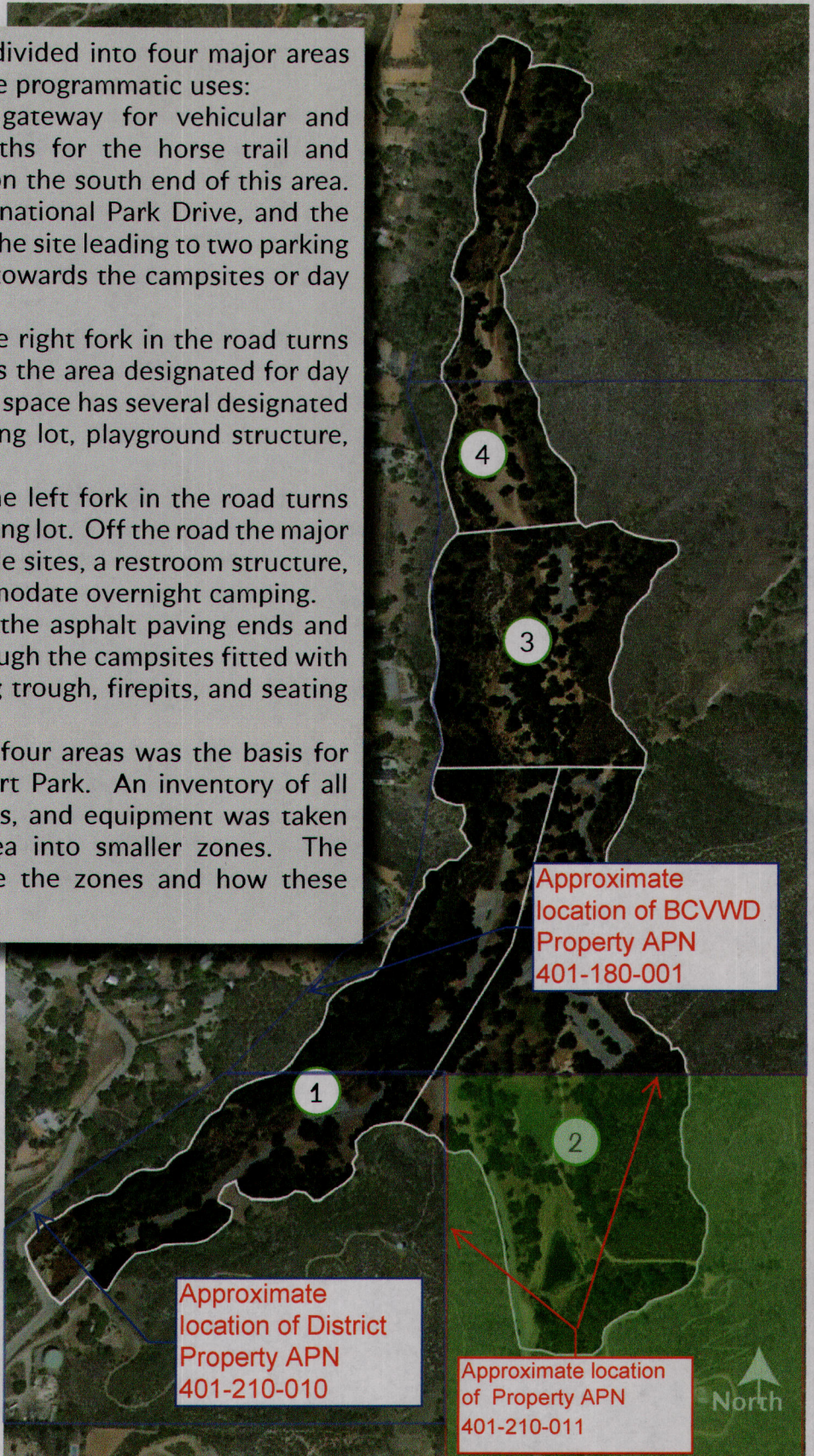
3) Camping Area - the left fork in the road turns north and leads to a parking lot. Off the road the major camping area has multiple sites, a restroom structure, and amenities to accommodate overnight camping.

4) Equestrian Area - the asphalt paving ends and the dirt road beings through the campsites fitted with horse corrals, a watering trough, firepits, and seating areas.

Distinguishing these four areas was the basis for the assessment of Bogart Park. An inventory of all site amenities, structures, and equipment was taken dividing each major area into smaller zones. The following pages indicate the zones and how these areas were divided.

- 1 Entrance
- 2 Day Use Area
- 3 Camping Area
- 4 Equestrian Area

Note: Equipment subject to the Lease & Operating Agreement is located on Property in a portion of Area 2.



Assessment Summary

In order to create a uniform method of assessing the physical amenities of Bogart Park, a numeric scale (1-5) was developed to assign a condition to each individual amenity:

- 5 - New, zero imperfections
- 4 - Like new, received recent repair/maintenance
- 3 - Acceptable condition, functional with no safety hazards
- 2 - Unacceptable, may be functional but in need of maintenance
- 1 - Hazardous, in need of immediate repair, at risk of safety hazards

Using this criteria, each item within Bogart Park was assessed and organized into the different physical location (Entrance, Day Use, Camping, Equestrian) and then again into the different zones within each area (Appendix D-G).

In the assessment of the amenities condition in Bogart Park, most are in acceptable or like new condition. The problems that have been identified with the amenities that are in need of repair are minor maintenance; however other features and areas have more severe environmental problems with erosion control and sediment deposition (on sidewalks, drives, and in parking lots).

The entrance and entry drive area does not have many amenities. The equipment is in acceptable condition, and while the parking lots along the main drive do have some sediment deposition, they are still functional.

The Day Use Area boasts the most physical amenities of any of the areas, most of which are in good condition. Most of the picnic tables are not mounted to the ground, and have migrated into groups throughout the day use areas leaving the barbecue pits isolated. The playground equipment is in good condition and the pond and its surroundings add an additional enhancement to the amenities surrounding them.

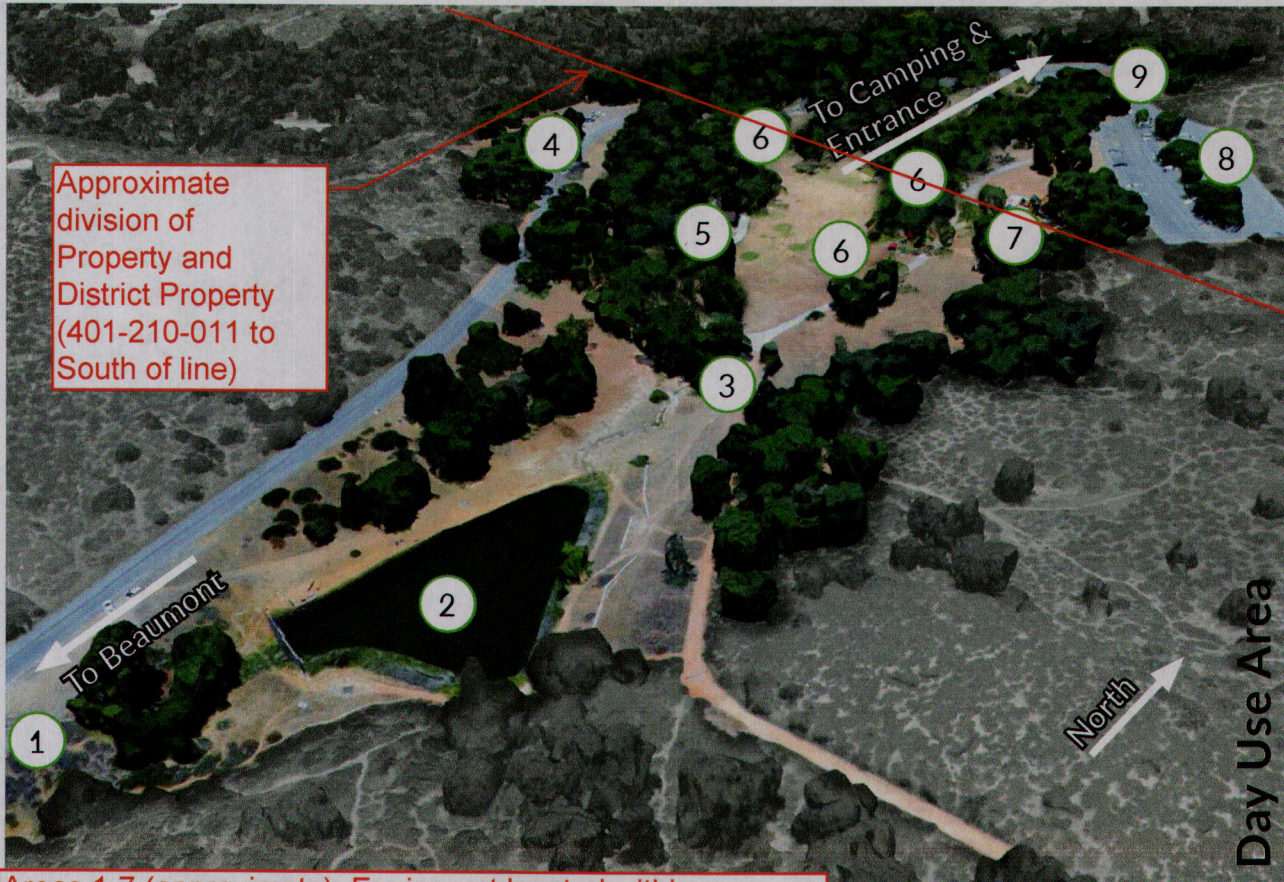
While the Camping Area provides a rural camping experience, the amenities provided are in good condition. For the most part, each campsite provides a fire pit, a picnic table, and a barbecue pit.

Similar to the Camping Area, the Equestrian area offers horse-centric amenities including a watering trough, hitching posts, and horse corrals. With one exception, all of the horse corrals are in good condition and the campsites offer the same amenities as the Camping Area.



AREA 2

Property and District Property (See Page 1 map herein for division)
Existing Equipment located on Property.



Approximate
division of
Property and
District Property
(401-210-011 to
South of line)

Areas 1-7 (approximate): Equipment located within
Property.

- 1 Bogart Park Rear Gate
 - Vehicular Gates
 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Roads
- 2 Park Pond
 - Vehicular Gates
 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Roads
- 3 Pond Bridge Area
 - Pond Bridge
 - Trails
 - Amenities
- 4 Day Use Parking
 - Parking Lot
 - Signage
 - Amenities
 - Bollards
 - Horseshoe Pits

- 5 Restroom
 - Restroom Bldg
 - Garden Wall
 - Amenities
- 6 Picnic Areas
 - Picnic Tables
 - Trash Receptacles
 - BBQ Pits
 - Water Fountains

- 7 Playground
 - Playground Equipment
 - Picnic Tables
 - Trash Receptacles
 - BBQ Pits
 - Water Fountains

- 8 Day Use Large Parking Lot
 - Parking Lot
 - Signage
 - Amenities
 - Bollards

- 9 Large Group Area A
 - Shade Structures
 - Picnic Tables
 - Trash Receptacles
 - Activity Stations
 - BBQ Pits
 - Restroom Building
 - Stairs
 - Garden Walls
 - Electrical

Areas 8 and 9
(approximate):
Equipment located
within District Property.

DONATION AGREEMENT

THIS DONATION AGREEMENT ("**Agreement**") is made this ___ day of _____, 2018 by and between the RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, ("**Donor**") and the BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT, a special district in the State of California, ("**BCVRPD**"). Donor and BCVRPD are sometimes individually referred to as "**Party**" and collectively as "**Parties**."

RECITALS

WHEREAS, Donor is the owner of certain real property located in Riverside County, State of California, consisting of approximately 78.25 acres of land identified as Assessor's Parcel Number 401-210-011 ("**Property**") and located at 9600 International Park Road, Cherry Valley, CA 92223 also known as a portion of Bogart Park, and as depicted on Exhibit A, attached hereto and by this reference incorporated herein (the "**Property**");

WHEREAS, BCVRPD desires to acquire the interests in the Property for the purpose of operating and maintaining it as Bogart Park which is maintained as a public park and open-space within Riverside County.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, BCVRPD and Donor agree as follows:

1. Dedication of Property. Donor shall offer to dedicate the Property to Parks and Parks shall accept the offer of dedication of the Property, or interest therein, upon the terms and conditions set forth in this Agreement. The Property shall be conveyed to BCVRPD on January 1, 2022 ("**Date of Transfer**"), by execution and delivery of a grant deed in the form attached hereto as Exhibit "B", and incorporated herein by reference. BCVRPD shall pay the cost of recording the deed, and any title policy it elects to purchase.

2. BCVRPD shall agree to continue to use the Property for park and open-space purposes and shall not convey the Property without the consent of a majority of the voters of the BCVRPD District at an election called and conducted by the Board of BCVRPD pursuant to Public Resource Code section 5540, or unless otherwise permitted by law.

3. Obligations of Donor.

3.1. Fee Interest. Upon acceptance by BCVRPD, Donor shall convey, assign and transfer its fee interest in the Property to BCVRPD, subject to all matters of record or which would be determined based on a survey or inspection

of the Property. BCVRPD obligation to accept the Property shall be subject to BCVRPD's determination that the condition of the Property is acceptable to it, in BCVRPD's sole discretion.

3.2. Representations and Warranties of Donor. Donor represents and warrants to BCVRPD that:

3.2.1. No Other Agreements, Undertakings or Tenancies. Donor will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of BCVRPD, except as may be required to maintain the Property; and

3.2.2. Disclosure. Donor has disclosed to BCVRPD all information, records, and studies in Donor's possession in connection with the Property, including any reports or studies concerning Hazardous Substances. Donor does not make any representation or warranty regarding the contents or findings of such materials.

3.2.3 Notice of Changes. Donor shall promptly notify BCVRPD of any facts that would cause any of the representations contained in this Agreement to be untrue as of the Close of Escrow. If BCVRPD reasonably concludes that a fact materially and adversely affects the Property, BCVRPD shall have the option, as its sole remedy, to terminate this Agreement by delivering written notice to Donor and Escrow Agent. If BCVRPD terminates this Agreement pursuant to this Section, Escrow Agent shall cancel the Escrow.

4. Real Estate Taxes, Bonds, and Assessments. To the extent that property taxes are assessed against the Property, real property taxes and assessments shall be prorated as of the Closing Date based on the most current real property tax bill available. Donor may seek reimbursement from the Riverside County Tax Assessor's office for any property taxes that have been paid by it, since it is exempt from payment of such taxes. BCVRPD further agrees to cooperate with Donor to provide any necessary information to the Assessor's office in connection with such request for refund.

5. Possession. Possession of the Property shall be delivered to BCVRPD at the Date of Transfer.

6. Acceptance. The acceptance of the Property by BCVRPD and the Date of Transfer are subject to the satisfaction of the following prior to execution of this Agreement:

(i) BCVRPD's approval of the condition of the Property and title to the Property;

(ii) The representations and warranties of Donor set forth in in this Agreement shall be true and accurate as of the Date of Transfer;

(iii) Donor's timely performance of all obligations under this Agreement;

(iv) No adverse material change shall have occurred with respect to the condition of the Property.

7. As used in this Agreement, notice includes but is not limited to, the communication of any notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is given either (i) when delivered in person to the person or company intended named below, (ii) when personally delivered; or (iii) when sent via reputable overnight courier (such as Federal Express), addressed by name and addressed to the party or persons intended, as follows:

To Donor: Riverside County Regional Park and Open Space District
Attn: Kyla Brown, Assistant Parks Director
4600 Crestmore Road
Riverside, CA 92509

Phone: (951) 955-4310

With copy to: Office of County Counsel
Attn: Synthia M. Gunzel, Chief Deputy County Counsel
3960 Orange Street, Suite 500
Riverside, CA 92501
Phone: (951) 955-6300

To BCVRPD: Beaumont Cherry Valley Recreation & Park District
Attn: Duane Burk, General Manager
390 W. Oak Valley Parkway
Beaumont, CA 92223

Notices shall be deemed effective upon receipt or rejection only. Either party may change its address for notice by giving notice of the change of address in accordance with the terms of this section.

8. Amendment. This Agreement shall not be changed, modified or amended except upon the written consent of the Parties hereto.

9. Entire Agreement. This Agreement is the result of negotiations between the Parties and is intended by the Parties to be a final expression of their understanding with respect to the matters herein contained. This Agreement supersedes any and all other prior agreements and understandings, oral or written,

in connection therewith. No provision contained herein shall be construed against BCVRPD solely because it prepared this Agreement in its executed form.

10. Binding Effect on Donor. This Agreement is not binding on Donor until Donor's board of directors has adopted a resolution approving the transaction contemplated hereby.

11. Binding Effect on BCVRPD This Agreement is not binding until approved and executed by the Chairman of the Board of Directors of BCVRPD.

12. No Obligation to Return Property. Notwithstanding any other provision of this Agreement or any other agreement between any of the Parties hereto, once the Property is conveyed to and accepted by BCVRPD, BCVRPD shall have no obligation to return the Property to the Donor under any circumstances, except in the sole and exclusive discretion of BCVRPD.

13. Form 8283 Pursuant to BCVRPD's Policies and Procedures for Execution of IRS Form 8283 for Bargain Sales and Donations, BCVRPD agrees to cooperate with Donor to acknowledge receipt of the donation of the Property by signing Internal Revenue Form 8283 (Non-Cash Charitable Contributions and any other tax-related forms or documents reasonably requested by Donor and to return any such forms to Donor within thirty business (30) days after BCVRPD' receipt of such forms from Donor. Notwithstanding the foregoing, BCVRPD makes no representation or warranty to Donor regarding the tax attributes of this transaction, nor shall BCVRPD endorse or otherwise acknowledge any valuation of the Property for tax purposes, it being understood that the Donor has obtained its own appraisals and tax advice for such purposes.

14. Counterparts. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

14. Authority. Subject to the terms and conditions herein, each individual executing this Agreement on behalf of his or her respective party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with the governing documents of such entity, and that upon full execution and delivery this Agreement is binding upon said entity in accordance with its terms.

[Signatures on the following pages]

IN THE WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly-authorized representatives on the date and year set forth below.

Date: _____, 2018

BCVRPD:

BEAUMONT-CHERRY VALLEY
RECREATION & PARK DISTRICT, a
special district in the State of California

By: _____
Its: President

APPROVED AS TO FORM:

By: _____

Date: _____, 2018

PARKS:

RIVERSIDE COUNTY REGIONAL PARK
AND OPEN SPACE DISTRICT, a park
and open-space district created pursuant
to the California Public Resources Code,
Division 5, Chapter 3, Article 3

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: _____

Deputy County Counsel

All that certain real property in the County of Riverside, State of California, more particularly described as follows:

APN: 401-210-011

NEED TO ADD SURVEY DESCRIPTION HERE.

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Beaumont Cherry Valley Recreation
& Park District
390 W. Oak Valley Parkway
Attn: Duane Burk, General Manager
Phone: (951) 845-9555

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The Undersigned Grantor(s) Declare(s):
DOCUMENTARY TRANSFER TAX \$ _____

[computed on full value of property conveyed, OR
]

[computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
]

[unincorporated area; [] City of _____
]

GRANT DEED

RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, ("**Grantor**"),

Does hereby grant to

BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT, a special district in the State of California,

all that certain real property in the County of Riverside, State of California, described on Exhibit "A", attached hereto and incorporated herein by reference ("**Property**").

SUCH CONVEYANCE IS MADE SUBJECT TO ALL MATTERS OF RECORD OR WHICH WOULD BE DISCOVERED BY A SURVEY OR INSPECTION OF THE PROPERTY, AND THE FOLLOWING RESTRICTIONS, WHICH SHALL BE BINDING ON GRANTEE AND ALL SUCCESSORS AND ASSIGNS OF GRANTEE:

The Property shall be used for park and open-space purposes and shall not be conveyed without the consent of a majority of the voters of the BCVRPD District at an election called and conducted by the Board of BCVRPD pursuant to Public Resource Code section 5540, or unless otherwise permitted by law.

EXHIBIT "A"

LEGAL DESCRIPTION

All that certain real property in the County of Riverside, State of California, more particularly described as follows:

APN: 401-210-011

NEED TO ADD LEGAL SURVEY DESCRIPTION HERE.

EXHIBIT "A"

Physical Assessment

Bogart Park can be divided into four major areas based on their respective programmatic uses:

1) Entrance - the gateway for vehicular and pedestrian, and the paths for the horse trail and mountain bike trail are on the south end of this area. The connection to International Park Drive, and the road that leads through the site leading to two parking lots before splitting off towards the campsites or day use area.

2) Day Use Area - the right fork in the road turns south and heads towards the area designated for day use activities. This open space has several designated group areas, a full parking lot, playground structure, and a pond.

3) Camping Area - the left fork in the road turns north and leads to a parking lot. Off the road the major camping area has multiple sites, a restroom structure, and amenities to accommodate overnight camping.

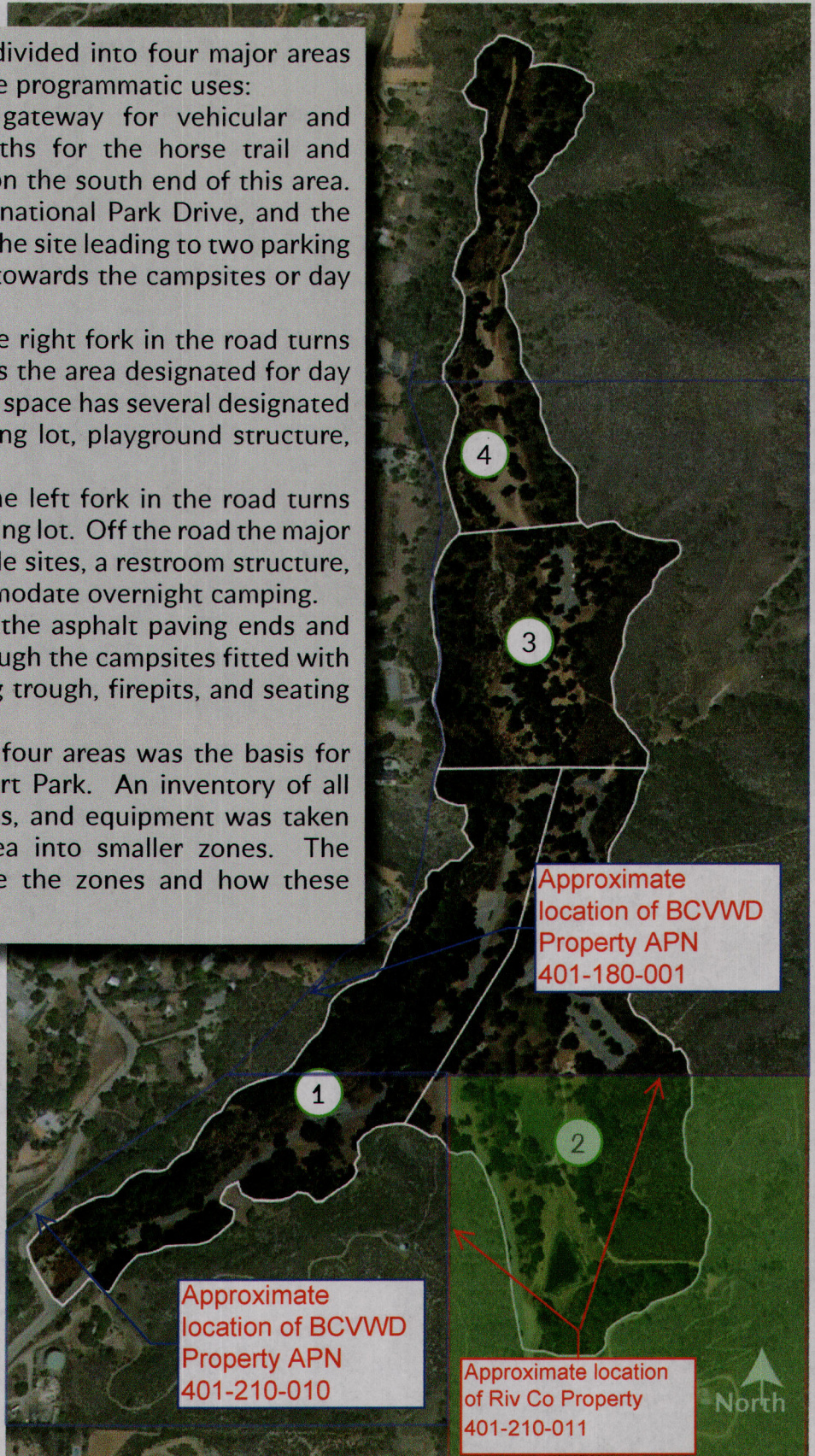
4) Equestrian Area - the asphalt paving ends and the dirt road beings through the campsites fitted with horse corrals, a watering trough, firepits, and seating areas.

Distinguishing these four areas was the basis for the assessment of Bogart Park. An inventory of all site amenities, structures, and equipment was taken dividing each major area into smaller zones. The following pages indicate the zones and how these areas were divided.

- 1 Entrance
- 2 Day Use Area
- 3 Camping Area
- 4 Equestrian Area

Note: Riv Co. Park Facilities are located on BCVWD lease property in Areas 1, 3, and 4

A portion of Park Facilities in Area 2 are also located on BCVWD lease property.



Assessment Summary

In order to create a uniform method of assessing the physical amenities of Bogart Park, a numeric scale (1-5) was developed to assign a condition to each individual amenity:

- 5 - New, zero imperfections
- 4 - Like new, received recent repair/maintenance
- 3 - Acceptable condition, functional with no safety hazards
- 2 - Unacceptable, may be functional but in need of maintenance
- 1 - Hazardous, in need of immediate repair, at risk of safety hazards

Using this criteria, each item within Bogart Park was assessed and organized into the different physical location (Entrance, Day Use, Camping, Equestrian) and then again into the different zones within each area (Appendix D-G).

In the assessment of the amenities condition in Bogart Park, most are in acceptable or like new condition. The problems that have been identified with the amenities that are in need of repair are minor maintenance; however other features and areas have more severe environmental problems with erosion control and sediment deposition (on sidewalks, drives, and in parking lots).

The entrance and entry drive area does not have many amenities. The equipment is in acceptable condition, and while the parking lots along the main drive do have some sediment deposition, they are still functional.

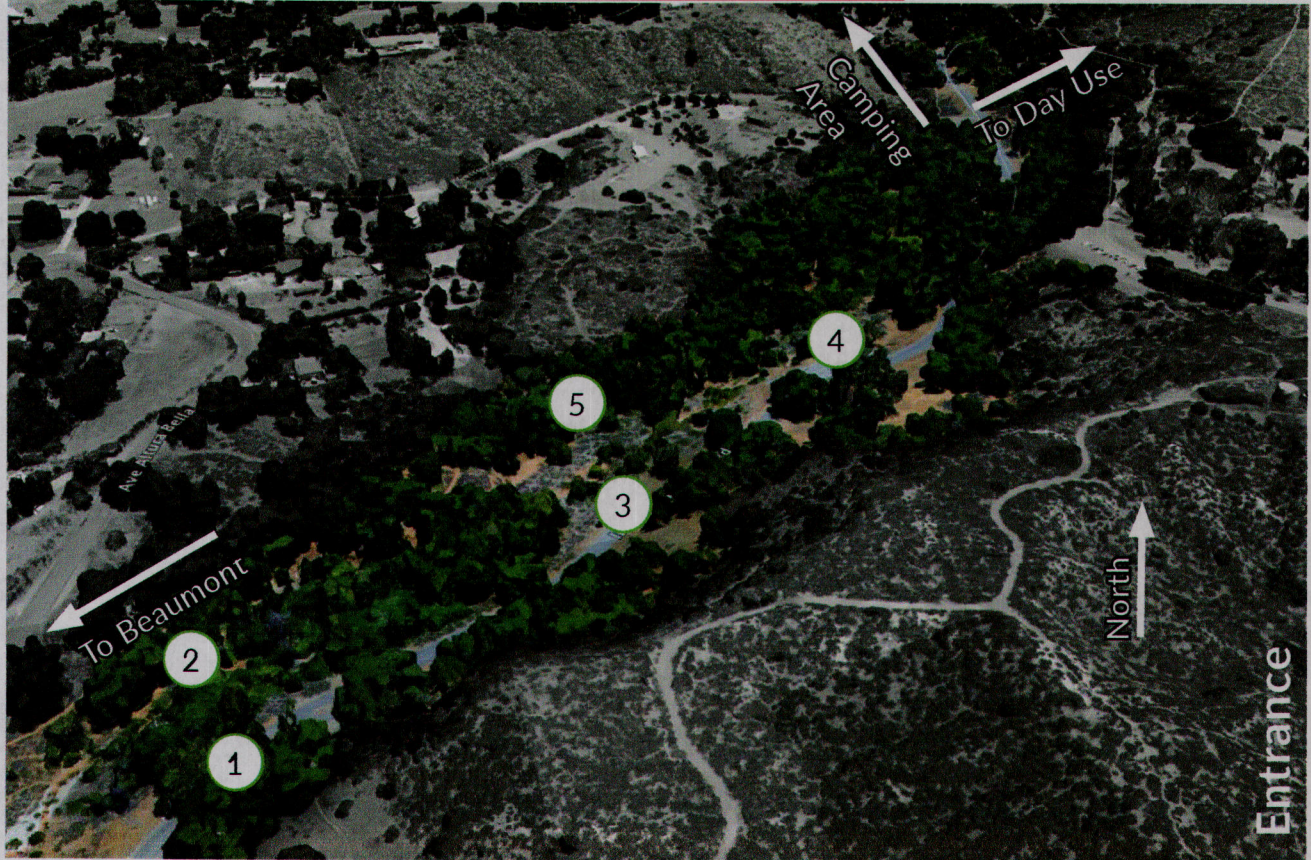
The Day Use Area boasts the most physical amenities of any of the areas, most of which are in good condition. Most of the picnic tables are not mounted to the ground, and have migrated into groups throughout the day use areas leaving the barbecue pits isolated. The playground equipment is in good condition and the pond and its surroundings add an additional enhancement to the amenities surrounding them.

While the Camping Area provides a rural camping experience, the amenities provided are in good condition. For the most part, each campsite provides a fire pit, a picnic table, and a barbecue pit.

Similar to the Camping Area, the Equestrian area offers horse-centric amenities including a watering trough, hitching posts, and horse corrals. With one exception, all of the horse corrals are in good condition and the campsites offer the same amenities as the Camping Area.



AREA 1
 BCVWD Lease Property
 Existing Improvements located on
 BCVWD Lease Property

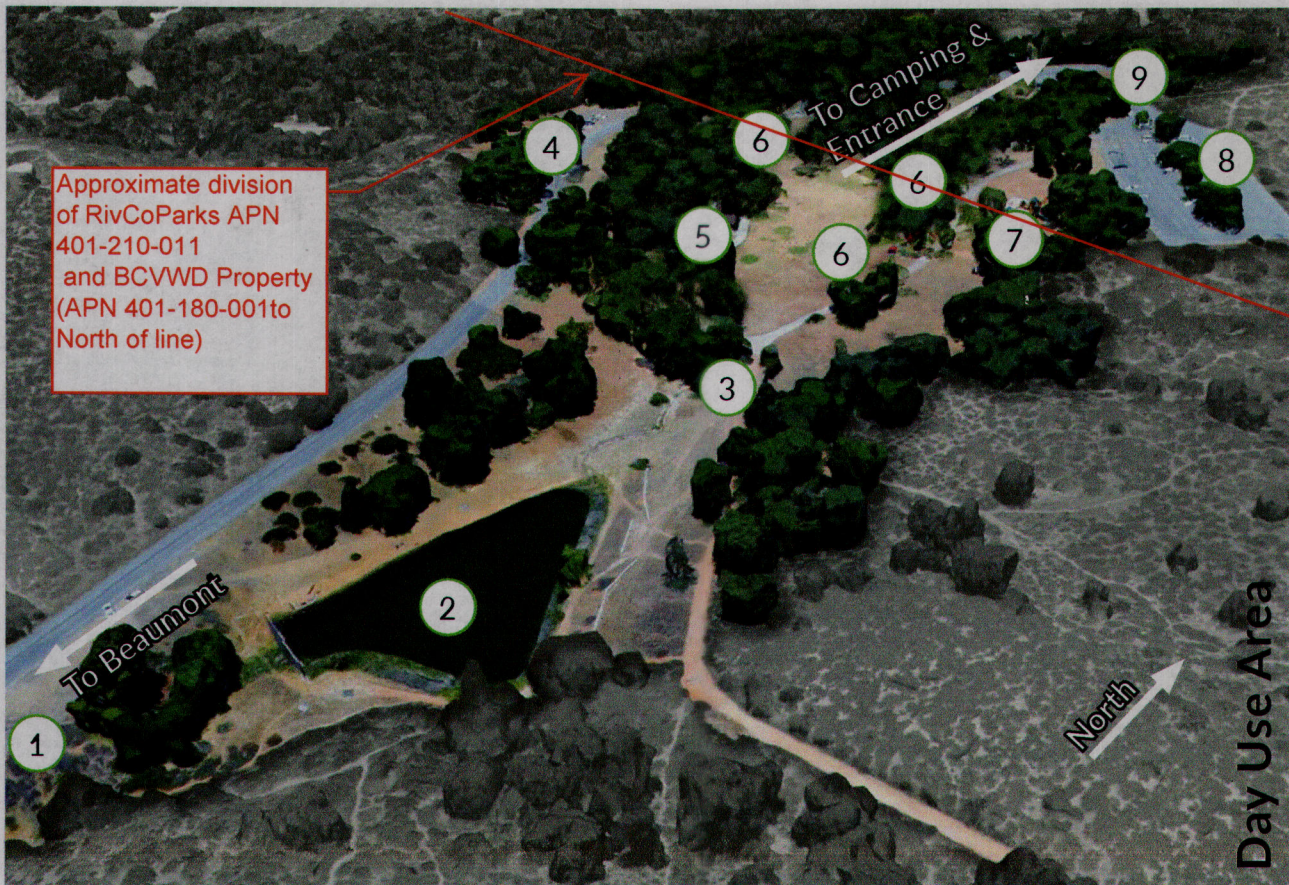


- | | |
|---|--|
| <p>1 <u>Bogart Park Entry Gate</u>
 -Guard Shack
 -Electronic Gate
 -Entry/Exit Boom Gates
 -Signage</p> | <p>5 <u>Creek</u>
 -Trails
 -Amenities
 -Drainage</p> |
| <p>2 <u>Bogart Horse/Bike/Pedestrian Entry</u>
 -Signage
 -Trail</p> | |
| <p>3 <u>Pine Parking Lot</u>
 -Asphalt
 -Wheel Stops
 -Parking Stalls
 -Signage/ADA</p> | |
| <p>4 <u>Oak Parking Lot</u>
 -Asphalt
 -Wheel Stops
 -Parking Stalls
 -Signage/ADA</p> | |

AREA 2

RivCoParks Property and BCVWD Lease Property (See Page 1 map herein for division)

Existing Improvements located on BCVWD Lease Property



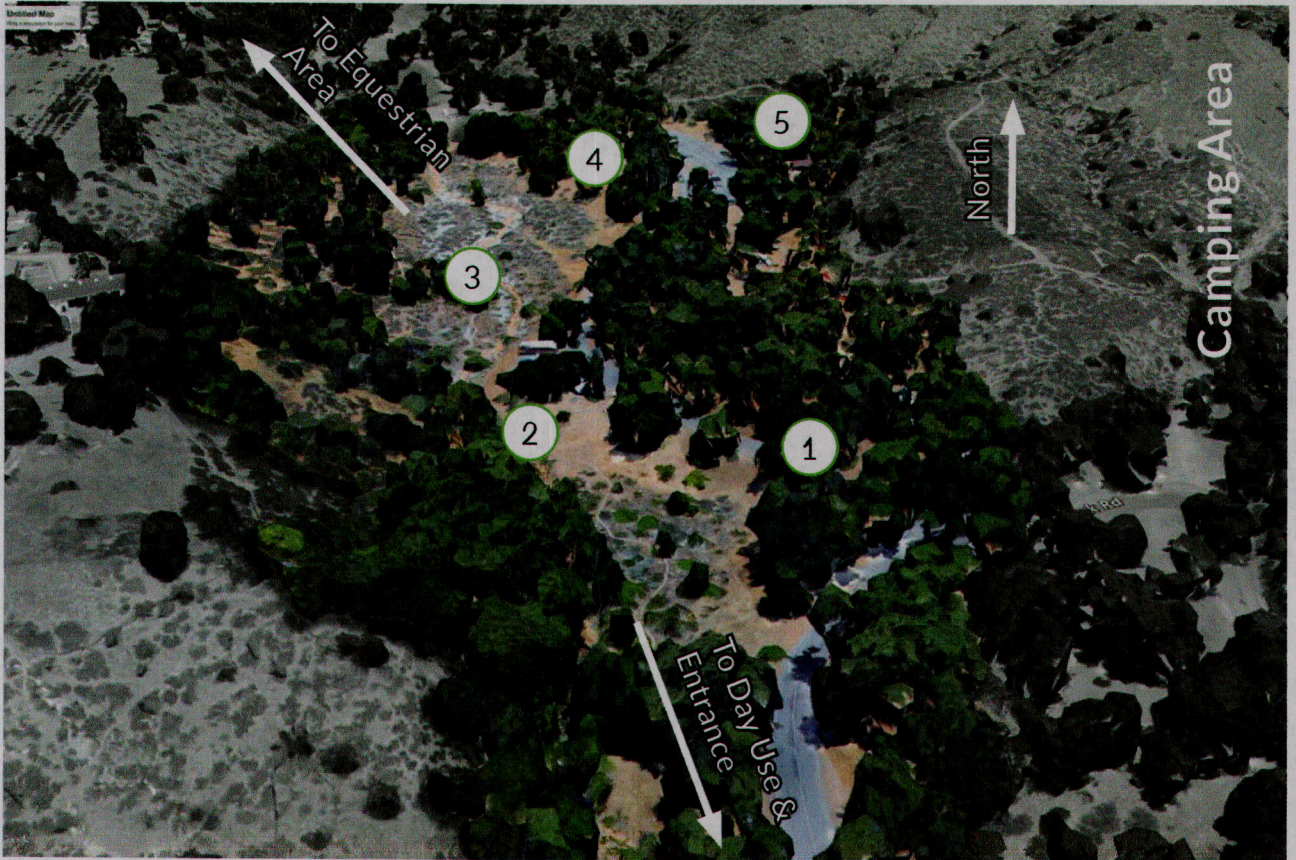
- 1 Bogart Park Rear Gate
 - Vehicular Gates
 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Roads
- 2 Park Pond
 - Vehicular Gates
 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Roads
- 3 Pond Bridge Area
 - Pond Bridge
 - Trails
 - Amenities
- 4 Day Use Parking
 - Parking Lot
 - Signage
 - Amenities
 - Bollards
 - Horseshoe Pits

- 5 Restroom
 - Restroom Bldg
 - Garden Wall
 - Amenities
- 6 Picnic Areas
 - Picnic Tables
 - Trash Receptacles
 - BBQ Pits
 - Water Fountains
- 7 Playground
 - Playground Equipment
 - Picnic Tables
 - Trash Receptacles
 - BBQ Pits
 - Water Fountains

- 8 Day Use Large Parking Lot
 - Parking Lot
 - Signage
 - Amenities
 - Bollards

- 9 Large Group Area A
 - Shade Structures
 - Picnic Tables
 - Trash Receptacles
 - Activity Stations
 - BBQ Pits
 - Restroom Building
 - Stairs
 - Garden Walls
 - Electrical

AREA 3
 BCVWD Lease Property
 Existing Improvements located on
 BCVWD Lease Property



- ① Main Camping Area
 - Vehicular Gates
 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Roads

- ⑤ Camping Parking Lot
 - Parking Lot
 - Signage
 - Amenities
 - Bollards

- ② Secondary Camping Area
 - Picnic Tables
 - Fire Pits
 - BBQ Pits
 - Campsites

- ③ Creekside Camping
 - Picnic Tables
 - Fire Pits
 - BBQ Pits
 - Campsites

- ④ Restroom
 - Restroom Building
 - Amenities
 - Garden Walls
 - Activity Station

AREA 4
 BCVWD Lease Property
 Existing Improvements located on
 BCVWD Lease Property



- 1 Main Equestrian Camping Area

 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Dirt Roads
 - Outhouses

- 2 Group Camping Site

 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Roads
 - Fire Pit
 - Outhouses

- 3 Equestrian Trail sites

 - Vehicular Gates
 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Dirt Roads

Review of the Existing Facilities

The park is in fair condition, though there are a number of issues that need to be addressed; none are major or disabling as a rural rustic park. It should be pointed out that the roadways and parking areas that are constructed in asphalt will need to be resurfaced in some areas and rebuilt in a majority of the areas. The issue of erosion is pervasive throughout the parking, trails and pond areas. Measures should be taken to reduce the impact of this occurrence. The examples range from nuisance conditions such as silt on the asphalt roads and parking to collapsed trails and silt draining in to the pond. This report addresses these issues in broad strokes, however an action plan should be developed to tackle individual problem areas in detail with very specific solutions.



Stone on wall in need of repair/
replacement.



Access gate in need of repair.



Vehicular gate in need of repair.



Example of the pavement and curb with
erosion control repairs that are required.



Typical impact from trail erosion.



Stone wall eroding with soil in need of repair or replacement.



Example of the damage done to asphalt parking lot/curbs from adjacent trees, this will need to be rebuilt.



In need of sanding and a fresh coat of paint.



The base of the landing requires fill soil.



This fire pit is in need of repairs to the outside ring.



An example of extreme trail erosion.



A more typical example of trail erosion.



Erosion into the pond.



An example of extreme trail erosion.



An example of a typical '3' picnic table.



A restroom in good condition.



A picnic table in need of repair.



A picnic table and water fountain that are in acceptable condition.



Light erosion and sediment deposition on a roadway.



Severe erosion conditions on the edge of a parking lot/curb.



Sediment filled irrigation control box.



Erosion surrounding a parking lot in need of repair.



Cobble stairs in good condition, but sediment/erosion issues on the road below.



Erosion/drainage issues along the dirt roads.



Erosion/drainage issues along the dirt roads.



Erosion around the base of a barbecue pit.

Beaumont-Cherry Valley Water District

Background

In March of 1919, the Beaumont Irrigation District was formed under the Wright Act of 1897. In the early 1970's, for political reasons, the district changed its name to the Beaumont-Cherry Valley Water District (BCVWD). However, the district today is still the original irrigation district. The district is governed by a 5-member Board of Directors. The 1999/2000 budget is \$1,902,000. The BCVWD is debt free.

Findings

1. Following the December 6, 1999, board meeting, five senior employees resigned. Additionally, three senior supervisory employees were laid off in February 2000, due to a reorganization.
2. In February 1998, an inspection of the Upper Edgar Reservoir revealed that the 500,000-gallon water tank had not been inspected, properly maintained, or cleaned in many years. There were dead rodents, leaves, pine needles, and other debris detected. Also, there was an oily film floating on the surface of the water. Following cleaning, the inspection/cleaning team suggested that the reservoir be inspected again in 2001.
3. The Board of Directors passed a budget measure in the summer of 1999 allowing for the construction of a new 1.2 million-gallon reservoir. In December 1999, or early January 2000, the board rescinded the previous approval of the 1.2 million-gallon tank and approved a smaller 750 thousand gallon tank. A larger tank is necessary in order to allow for both growth and fire fighting within the Edgar Canyon.
4. At the present time, there are both an 8-inch and a 3-inch water line running directly under two homes within the district which is in violation of State Codes and County Ordinances. There have been breaks in the water lines in the yards of both homes. This is a potentially dangerous situation, since the water lines are over twenty years old and could break at anytime.
5. Funds have been used indiscriminately to cover obligations. There are no reserves or operating budget on the books, meaning that there is basically only a General Fund.
6. On January 15, 2000, a proposed operating budget for the year 2000, with projected income of \$2,408,000 and operating expenses of \$1,902,000, was approved.

Recommendations to:

The Beaumont-Cherry Valley Water District Board of Directors

1. Conduct an independent study to ensure that the staffing level meets the district's needs.

2. Re-inspect the Upper Edgar Reservoir in February 2001.
3. Inspect all reservoirs on a five-year rotational basis, and clean if necessary, in accordance with the California Water Code.
4. Reconsider the construction of the 1.2 million-gallon reservoir in the Upper Edgar Canyon.
5. Immediately reroute the 8-inch and 3-inch water lines to comply with State Codes and County Ordinances.
6. Conduct an independent audit to establish and correct reserves applicable to different funds.

**THIRD AMENDMENT TO
BOGART PARK LEASE
(Terms and Conditions Eleventh and Twelfth)**

The parties hereto have previously made and entered into a lease of certain real property situated generally in the County of Riverside, State of California, known as Bogart Park. The Beaumont-Cherry Valley Water District, an irrigation district duly organized and existing under provisions of an act of the Legislature of the State of California is the Lessor in said Lease and the County of Riverside, a political subdivision of the State of California ("County") is Lessee thereunder.

County intends to enter into an "Assignment and Assumption Agreement" with the Beaumont-Cherry Valley Recreation and Parks District ("BCVRPD") whereby BCVRPD assumes and discharges the rights, benefits, duties and responsibilities of Lessee under the Bogart Park Lease. Further, County and BCVRPD are considering a further and permanent transfer of County's Lessee position under that lease pursuant to a Donation Agreement. Accordingly, the Bogart Park Lease, as previously twice amended is further amended to add the following provisions to the Bogart Park Lease to supersede any inconsistent provisions of the Bogart Park Lease and to be effective so long as the BCVRPD has the authority and is required to discharge the rights, benefits, duties, and responsibilities of the Lessee under the Bogart Park Lease:

ELEVENTH

11.1 **Insurance:** Without limiting or diminishing the BCVRPD's obligation to indemnify or hold Lessor harmless as set forth in section 12.1, BCVRPD shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

(a) **Workers' Compensation:** If the BCVRPD has employees as defined by the State of California, the BCVRPD shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Lessor, and if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(b) **Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which

may arise from or out of BCVRPD's performance of its obligations hereunder. Policy shall name Lessor and its directors, officers, Board of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(c) Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then BCVRPD shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name Lessor and its directors, officers, Board of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(d) General Insurance Provisions - All lines:

(1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A:VIII (A:8) unless such requirements are waived, in writing, by the Lessor's Board of Directors or General Manager. If Lessor waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

(2) The BCVRPD's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of Lessor's Board of Directors or General Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to Lessor, and at the election of Lessor, BCVRPD's carriers shall either 1) reduce or eliminate such self-insured retention as respects this Agreement with Lessor, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(3) BCVRPD shall cause BCVRPD's insurance carrier(s) to furnish Lessor with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by Lessor's General Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written

notice shall be given to Lessor prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless Lessor receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. BCVRPD shall not commence operations until Lessor has been furnished original Certificate(s) of Insurance and certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the Parties hereto that the BCVRPD's insurance shall be construed as primary insurance, and Lessor's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the permitted use, Lessor reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if in the Lessor's General Manager's reasonable judgment, the amount or type of insurance carried by the BCVRPD has become inadequate.

6) BCVRPD shall pass down the insurance obligations contained herein to all tiers of BCVRPD's vendors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to Lessor.

8) BCVRPD shall notify Lessor of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement within ten (10) days of receipt of notice thereof.

TWELFTH

12.1 Indemnification by BCVRPD. BCVRPD shall defend, indemnify, and hold Lessor harmless from, and reimburse Lessor for, any loss, cost, expense, liability, or damages of every kind or nature, including but not limited to injury to or death of any person or destruction of property in connection with or in any way related to, the use by BCVRPD or any third party of the Property or any facilities located thereon, except to the extent of the negligent or intentional acts or omissions of, or the

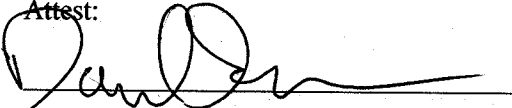
breach of this Agreement or violation of applicable laws by Lessor or its officers, directors, employees, agents or contractors, and further excepting any claims arising from the presence, discharge or release of hazardous materials occurring prior to the effective date of this Agreement. In addition, BCVRPD shall defend, indemnify, and hold Lessor harmless from any breach or default in the performance of any obligation to be performed by BCVRPD under this Agreement, any violation of governmental law or regulation, or any intentional misconduct or negligence of BCVRPD, or any officer, agent, employee, guest, or invitee of BCVRPD, regardless of whether such intentional misconduct or negligence was active or passive, and except to the extent of the negligent or intentional acts or omissions of, or the breach of this Agreement or violation of applicable laws by, Lessor or its officers, directors, employees, agents or contractors and further excepting any claims arising from the presence, discharge or release of hazardous materials occurring prior to the effective of this Agreement.

12.2 Lessor's Duties: In the event of the occurrence of any event that is an indemnifiable event pursuant to this section, Lessor shall notify BCVRPD in writing promptly and, if such event involves the claim of any third person, BCVRPD shall assume all expenses with respect to, the defense, settlement, adjustment, or compromise of any claim, provided that Lessor may, if it so desires, employ counsel at its own expense to assist in the handling of such claim, and BCVRPD shall obtain the prior written approval of Lessor, which shall not be unreasonably withheld before entering into any settlement, adjustment or compromise of such claim. BCVRPD shall reimburse Lessor or any third party (including officers, directors, and employees of Lessor) for any reasonable legal expenses and costs incurred in connection with or in enforcing the indemnity herein provided.

12.3 Survival of Indemnification Requirements: All indemnification obligations hereunder shall survive the expiration or earlier termination of this Agreement.

Dated: November 14, 2018

BEAUMONT-CHERRY VALLEY WATER DISTRICT

Attest: 

By: 

Dated: _____

BEAUMONT-CHERRY VALLEY RECREATION AND PARKS DISTRICT

Attest: _____

By: _____