

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



ITEM
13.3
(ID # 8532)

MEETING DATE:

Tuesday, December 11, 2018

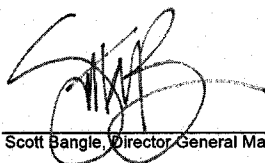
FROM : REGIONAL PARK & OPEN SPACE DISTRICT:

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Approval of Lease and Operating Agreement between Riverside County Regional Park & Open-Space District and the Beaumont-Cherry Valley Recreation and Park District for Bogart Park; CEQA Exempt; District 5; \$300,000.00

RECOMMENDED MOTION: That the Board of Directors:

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 Lease & Operating Agreement between Riverside County Regional Park & Open-Space District and the Beaumont-Cherry Valley Recreation and Park District for Bogart Park; and
3. Authorize the Chairman of the Board to execute the Agreement on behalf of the District; and
4. Authorize the General Manager, or designee, to take all actions necessary to administer the Agreement and execute future ministerial amendments that do not fundamentally change the scope or intent of the original agreement; and
5. Direct the Clerk of the Board to return four (4) copies of the executed Agreement to the District; and
6. 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



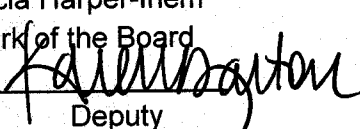
Scott Bangle, Director General Manager / Park Director 11/28/2018

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Tavaglione, seconded by Director 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

Kecia Harper-Ihem
 Clerk of the Board

By: 
 Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 100,000	\$ 100,000	\$ 300,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Regional Parks Operating Fund 25400 100%			Budget Adjustment:	No
			For Fiscal Year:	18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside County Park and Open-Space District ("RivCoParks") is the owner of record of approximately 78.25 acres of land located at 9600 International Park Road, Cherry Valley, CA 92223, also known as a portion of Bogart Park. The County of Riverside ("County") entered into a ninety-nine year lease agreement ("Lease") with the Beaumont Irrigation District, now Beaumont-Cherry Valley Water District ("BCVWD"), on October 5, 1931 concerning real property in Beaumont adjacent to the RivCoParks-owned acreage. The property, originally named International Park, was dedicated on October 18, 1931 and renamed Bogart Park on May 27, 1957. RivCoParks manages both the County Leased real property and RivCoParks-owned real property as Bogart Park. RivCoParks desires to transfer the operations and management of Bogart Park (both the leased portion and the RivCoParks-owned real property) to Beaumont-Cherry Valley Recreation and Park District as a result of efforts over the past five years to determine the best way to meet the needs of the local Beaumont and Cherry Valley communities.

As a result of growing concerns about the ability to recover the costs of Bogart Park operations and a desire by the local community to keep the park open, a Task Force comprised of local stakeholders in the region was created to evaluate options for on-going management of the park. In November 2016, RivCoParks received recommendations from the Bogart Park Task Force to create a multi-agency agreement between BCVWD, Beaumont-Cherry Valley Recreation and Park District, and RivCoParks. In May 2017, BCVWD, Beaumont-Cherry Valley Recreation and Park District, and RivCoParks signed a Memorandum of Intent to develop a transition plan for Bogart Park from RivCoParks to Beaumont-Cherry Valley Recreation and Park District operations and management. An ad hoc committee comprised of members of all three agencies has since been meeting and collectively recommend:

- Entering a Lease & Operating Agreement between RivCoParks and Beaumont-Cherry Valley Recreation and Park District for the RivCoParks-owned parcel (approximately 78.25 acres);

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- Donating/Conveying the RivCoParks-owned parcel to the District at the conclusion of the Lease & Operating Agreement;
- Developing an Assignment & Assumption Agreement between Riverside County and the District with the consent of BCVWD to assign the remaining leased property that comprises the rest of Bogart Park to Beaumont-Cherry Valley Recreation and Park District for the remaining 12 years of the lease.

An Assignment & Assumption Agreement between Riverside County and Beaumont-Cherry Valley Recreation and Park District appears on the December 11, 2018, Board of Supervisors agenda as M.O 13.1. BCVWD supports the assignment and assumption of the Lease for Bogart Park and took board action indicating their unanimous consent on November 14, 2018. In addition, the Beaumont-Cherry Valley Recreation and Park District board took action to approve both agreements, providing their unanimous approval on November 14, 2018.

The transition of Bogart Park will help realize the goals of the original community recommendations and will transfer Bogart Park to local control for the continued benefit of Beaumont and Cherry Valley residents. The transition is estimated to take three (3) years to assist Beaumont-Cherry Valley Recreation and Park District with assuming responsibility for Bogart Park and to allow them time to develop their Master and Financial plans. RivCoParks will pay \$100,000 per calendar year beginning January 1, 2019 for three years (\$300,000 total) to assist Beaumont-Cherry Valley Recreation and Park District with operations during the transition period.

Pursuant to the California Environmental Quality Act (CEQA), the Project was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section 15301(a) and (d), Class 1 - Existing Facilities and Section 15061(b)(3). The Lease and Operating 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 Lease Agreement, is the lease 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 Bogart Park to Beaumont-Cherry Valley Recreation and Park District operations and management will allow the Beaumont-Cherry Valley Recreation and Park District to manage and utilize resources within the community for the operation of Bogart Park. Additionally, fiscal resources previously utilized to subsidize operations at Bogart Park may be reallocated to other RivCoParks sites according to the District's Strategic Plan.

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Additional Fiscal Information

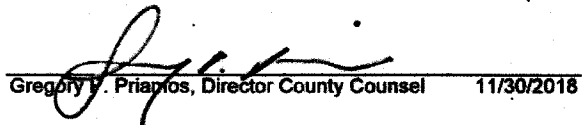
Over the last ten fiscal years, the financial results of operations at Bogart Park has averaged a loss of \$(150,888) annually, not including general and administrative overhead costs. Annual direct user fee revenues have averaged \$50,887, and direct expenditures for staffing, maintenance, and utilities have averaged \$201,775.

The proposed Operating Agreement will benefit RivCoParks by generating savings of \$152,664 during the three-year transition period, and \$1,347,992 for the remaining nine years, for a total savings of \$1,500,656 over the remaining twelve year term of the current lease.

Attachments

Lease & Operating Agreement
Notice of Exemption


Robin Danka, Principal Management Analyst 12/3/2018


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

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.

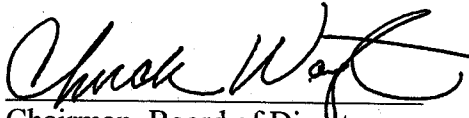
11.12 Authority to Execute. The persons executing this Agreement or exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they have the authority to bind the respective parties to this Agreement to the performance of its obligations herein.

[Signatures on following page]

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

RIVCOPARKS

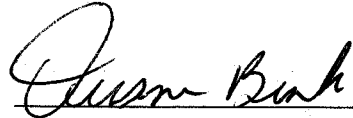
RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT

By: 
Chairman, Board of Directors
CHUCK WASHINGTON

Dated: DEC 11 2018

BCVRPD

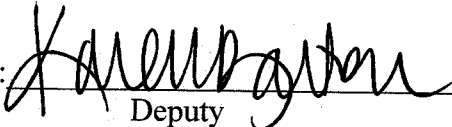
BEAUMONT CHERRY VALLEY
RECREATION & PARK DISTRICT

By: 
Name: Duane Burk
Title: GM

Dated: 11-15-18

ATTEST:

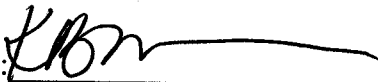
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

(Seal)

APPROVED AS TO FORM:

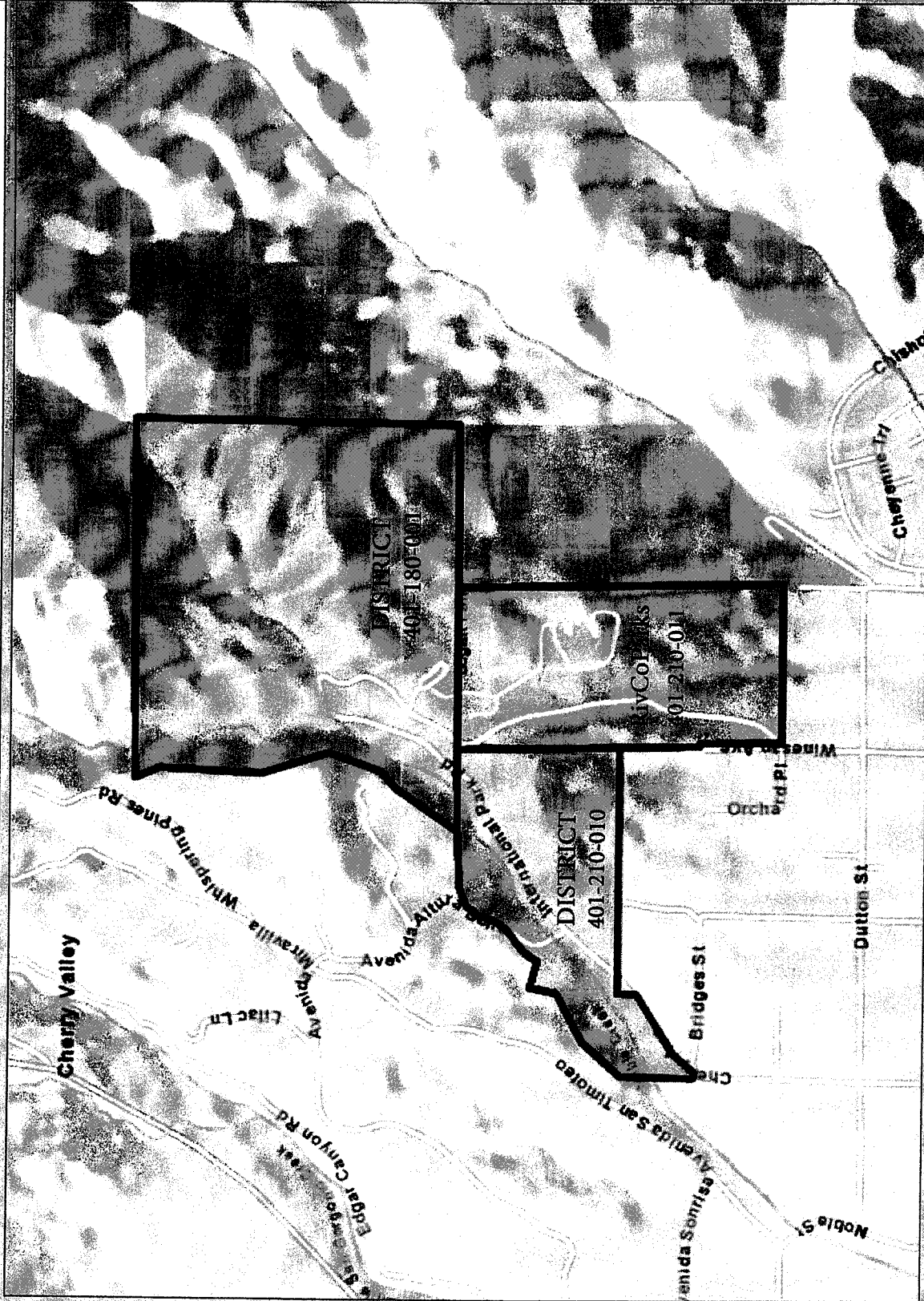
Gregory P. Priamos
County Counsel

By: 

65 Wesley Stanfield
Deputy County Counsel

Exhibit A

Bogart Park Lease & Operating Agreement



Legend

- Blue Line Streams
- City Areas
- World Street Map

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

Notes
 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.



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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.

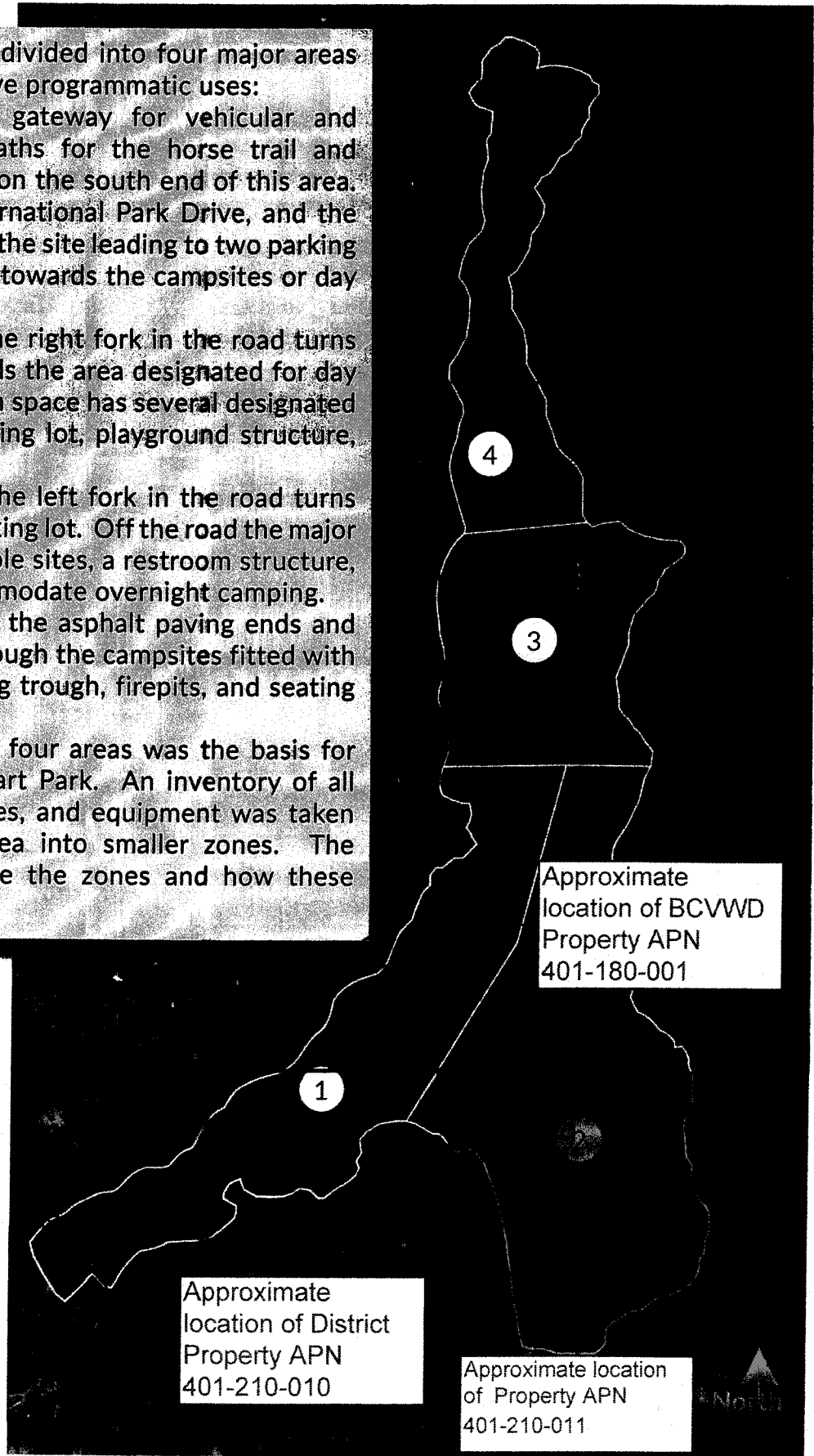
3) Camping Area - the left fork in the road turns north and leads to a parking lot. Off the road the major camping area has multiple sites, a restroom structure, and amenities to accommodate overnight camping.

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.

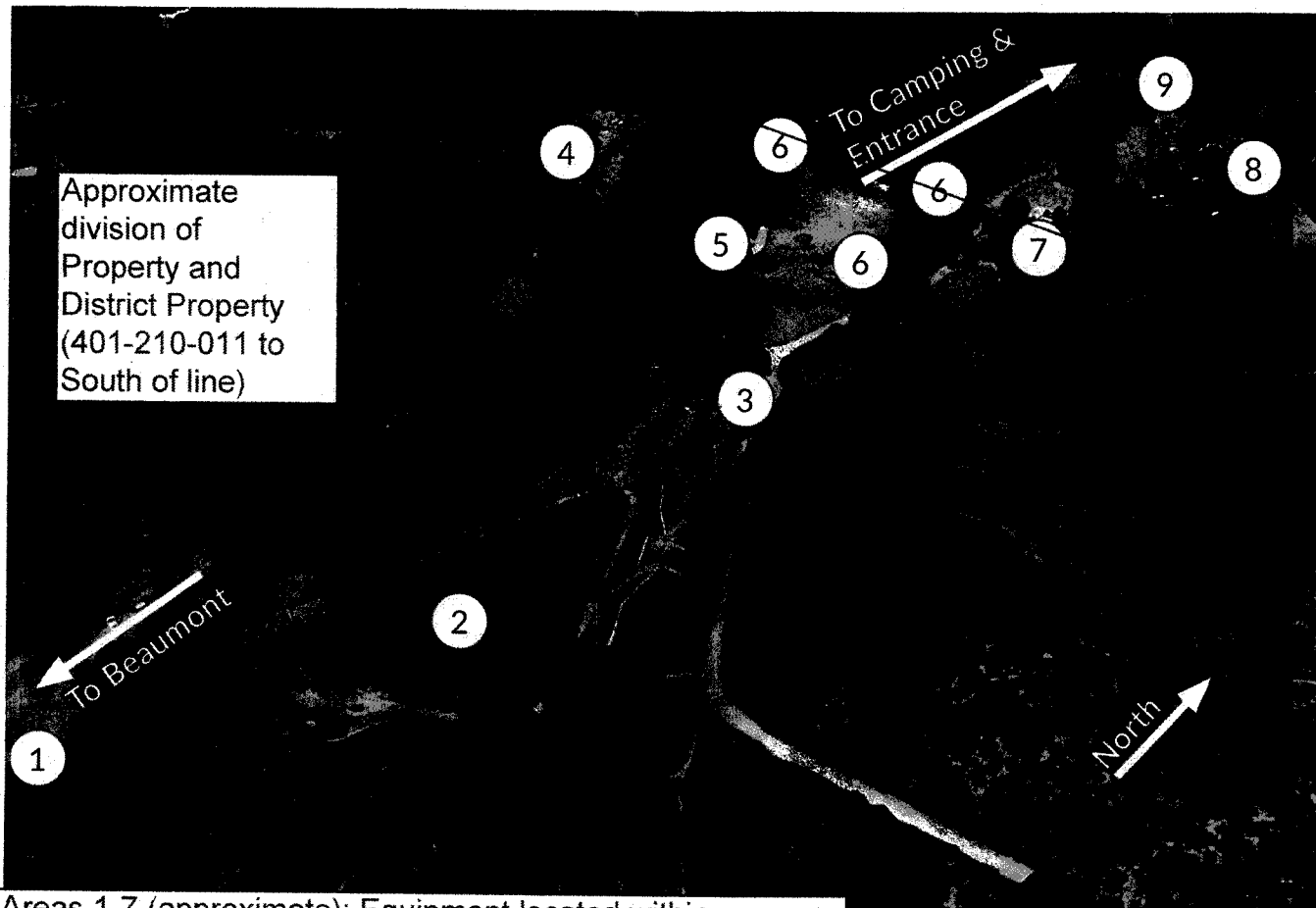
While the Camping Area provides a rural camping experience, the amenities provided are in good condition. For the most part, each campsite provides a fire pit, a picnic table, and a barbecue pit.

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.



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

EXHIBIT "A"

Legal Description

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

The West half of fractional Southeast Quarter of Section 23, Township 2 South, Range 1 West, San Bernardino Base and Meridian, in the County of Riverside, State of California, as shown by the United States Government Survey.

Excepting therefrom all that portion of Winesap Avenue as same was accepted by Resolution 2009-054 recorded March 19, 2009 as Instrument No. 2009-0132662 of Official Records of Riverside County, California.

Assessor's Parcel Number: 401-210-011

**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.

Signature Page and Notary Acknowledgement is attached to a document entitled **Grant Deed.**

GRANTOR:

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

By: _____
Its: Chairman, Board of Directors

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On _____ before me, _____ a Notary Public, in and for said County and State, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

EXHIBIT "A"

Legal Description

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

The West half of fractional Southeast Quarter of Section 23, Township 2 South, Range 1 West, San Bernardino Base and Meridian, in the County of Riverside, State of California, as shown by the United States Government Survey.

Excepting therefrom all that portion of Winesap Avenue as same was accepted by Resolution 2009-054 recorded March 19, 2009 as Instrument No. 2009-0132662 of Official Records of Riverside County, California.

Assessor's Parcel Number: 401-210-011