

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



ITEM
13.1
(ID # 9297)

MEETING DATE:

Tuesday, March 26, 2019

FROM : PARKS DEPARTMENT:

SUBJECT: RIVERSIDE COUNTY PARKS DEPARTMENT: 2018/19-027 Award Farming Lease
Approval of Lease Agreement between the Riverside County Regional Park and
Open-Space District and Huerta de Valle for the Jensen Alvarado Historical
Ranch and Parks District Headquarters; District 2; CEQA Exempt; [\$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 the attached Lease Agreement between the Riverside County Regional Park and Open-Space District and Huerta de Valle for the Jensen Alvarado Historical Ranch and Parks District Headquarters; and
3. Authorize the Chairman of the Board to execute four (4) copies of the Lease Agreement; and
4. Direct the Clerk of the Board to return three (3) copies of the Agreement to the District; and
5. 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

3/13/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: March 26, 2019
Parks, Recorder

Kecia Harper
Clerk of the Board
By:
13.1 Deputy

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

BACKGROUND:

Summary

The Riverside County Regional Park and Open-Space District (District) owns and manages approximately 30 acres of land which includes open farmland (Adjacent to Parks Headquarters) and a historic ranch (Jensen Alvarado Ranch). In the past the farmland has been leased to third party farmers for agricultural use. The ranch continues to be operated by our interpretive division as an educational and historical site providing school tours to the local communities.

In 2016, when the District was notified that the farmers would not be renewing the lease to farm the fields adjacent to Parks Headquarters, staff began looking for new potential lessees and/or other potential uses of the property. The determination was made that attracting an organization that could manage the properties, engage in the community, and attract educational and vocational programs would enhance the use of the properties and make the best use of the assets.

A Request for Proposals (RFP) was developed and distributed through the local farming and agricultural community seeking organizations that could manage the land, engage the community, and minimize the costs to the District associated with the properties. The request included managing the farmland adjacent to Parks HQ and managing the orange grove and open fields at Jensen Alvarado Ranch.

Two (2) organizations submitted proposals in response to the RFP. Over the past several months, District staff has been working with the Huerta del Valle team to develop a Ground Lease Agreement for the two (2) properties.

Impact on Residents and Businesses

The utilization of these properties as farmland will increase the aesthetics of both properties as well as engage the community in local agriculture. In addition to agriculture, the lessee will also provide opportunities to partner with the District to promote stewardship, interpretive programs and educational opportunities for the public.

California Environmental Quality Act

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 – Existing Facilities. In addition to being an existing facility, the existing use of the property is to remain historically the same. The existing public facility will be leased with only minor exterior alterations.

Additional Fiscal Information

Current F.Y. Total Cost: \$0

Next F.Y. Total Cost: \$0

Total Cost: \$0

Current F.Y. Net County Cost: \$0

Next F.Y. Net County Cost: \$0

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

Total Net County Cost: \$0
Ongoing Cost: \$0
Ongoing Net County Cost: \$0
Budget Adjustment: Yes
For Fiscal Year: 18/19
SOURCE OF FUNDS:

ATTACHMENTS:

Ground Lease
Notice of Exemption


Rahimi Davila, Principal Management Analyst

3/18/2019



Gregory V. Priapros, Director County Counsel

3/14/2019

Notice of Exemption

Appendix E

Original Negative Declaration/Notice of Exemption
To: County Clerk From: (Public Agency)
County of: Riverside Determination was routed to County
2724 Gateway Drive Riverside County Regional Parks & Open-Space District
Riverside, CA 92507 4600 Crestmore Road, Jurupa Valley, CA 92509
Date: 3/28/19 Initial: KB

Project Title: Property Lease of Crestmore Manor and Jensen Alvarado Ranch Farmland

Project Applicant: Riverside County Regional Parks and Open-Space District

Project Location-Specific: 4600 Crestmore Road, Jurupa Valley, CA 92509

Project Location-City: Jurupa Valley

Project Location-County: Riverside

Description of Nature, Purpose and Beneficiaries of Project: Facility Lease of Farmland at Crestmore Manor and Jensen Alvarado Ranch. Huerta del Valle has been selected for a lease agreement to manage approximately 28.9 acres as farmland at Jensen Alvarado Ranch 17.15 acres which includes a historic Citrus Grove and Crestmore Manor portion of 11.74 acres alongside Crestmore Road, in front of Rancho Jurupa Park. Huerta del Valle will be conducting an agricultural program in a manner that will support agricultural educational programs and interpretive experiences for the community in partnership with County and Community partners.

Name of Public Agency Approving Project: Riverside County Regional Parks & Open-Space

Name of Public Agency Carrying Out Project: Riverside County Regional Parks & Open-Space

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project 9Sec. 21080(b)(4); 15269 (b)(c));
- ☒ Categorical Exemption. State type and section number: 15301. Existing Facilities
- ☐ Statutory Exemptions. State code number:


Reasons why project is exempt:

15301. Existing Facilities: Leasing of existing public facility with minor exterior alterations. Existing use to remain the same.

Lead Agency Contact: Analicia Gomez, Senior Park Planner Phone Number: 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: 

Date: 3/6/19 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:

MAR 26 2019 BIC

GROUND LEASE
Between
The Riverside Regional Park and Open space District
And Huerta del Valle for Agricultural Use

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MAR 26 2019

13.1C

GROUND LEASE

THIS GROUND LEASE ("Lease") is made as of the _____, by and between Riverside County Regional Park and Open-Space District, a park and open-space district, ("District") and Huerta del Valle a California 501(c)3 non-profit organization ("Lessee").

RECITALS

- A. District is the owner of that certain real property ("Property") situated in County of Riverside, California, commonly known as Jensen-Alvarado Ranch located 4307 Briggs Street, Jurupa Valley and Crestmore Manor (Something that states which plot??) located at 4600 Crestmore Road, Jurupa Valley and more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein.
- B. District wishes to lease the Property to Lessee, together with all rights, privileges, and easements appurtenant to the Property; and

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, District and Lessee hereby agree as follows:

Section 1. Lease of Premises

District hereby leases to Lessee, and Lessee hereby leases from District, the Leased Premises for the terms and upon the agreements, covenants and conditions set forth in this Lease.

Section 2. Term Period

The term of this Lease shall be five (5) year(s) with two (2) options to renew for five (5) years each ("Term") commencing on [date] ("Commencement Date"), and, unless sooner terminated or extended as herein provided, shall terminate on [date].

- (a) Any holding over by Lessee after the expiration of this Lease shall be on a month- to-month basis strictly, and continuing tenancy rights shall not accrue to Lessee.
- (b) Lessee may have an option to extend the term of this Lease provided it is or remains consistent with the District's business plan.
- (c) The option shall be exercised in the following manner:
 - (i) District would provide written notice to Lessee at least three (3) months prior to the expiration of the Term of the Lease; and
 - (ii) Lessee shall respond on whether it will exercise the option to extend; and
 - (iii) The exercise of the option could occur only if Lessee is still in possession of the Leased Premises and is not in default or breach of any term or condition of the Lease.

Section 3. Minimum Rent and Percentage Rent

Lessee shall pay to District as rent, in kind services for the management of the land for use of the Property during the Term as stated outlined in Exhibit C and in accordance to the following:

(a) Minimum Rent. In lieu of monetary monthly rent, Lessee shall provide rehabilitation, and management of the farming land outlined in Exhibit "C" as consideration for this agreement. In the Event Lessee fails to provide scope of services outlined in Exhibit "C" in a timely manner, District has the right to terminate agreement as outlined in Section 13 of agreement.

(b) Operating Statements. Lessee shall keep complete, accurate and appropriate books and records of monthly Gross Receipts. Such books and records, as well as all other relevant documents as District shall reasonably require, shall, upon reasonable written notice, be open for inspection by District, its auditors or other authorized representatives. District shall have the right, at District's expense, to audit and examine such books, records and documents and other relevant items in the possession of Lessee, but only to the extent necessary for a proper determination of Gross Receipts, and all such books, records, documents and other items shall be held available for such audit and examination. Lessee shall preserve such books, records, documents, and other items for a period of three calendar years after such statement is rendered.

(c) Location for Payment. All Rent (and all other moneys and charges payable by Lessee to District hereunder) shall be paid by Lessee to District in lawful money of the United States of America at District's address for notices hereunder, or to such other person or at such other place as District may from time to time designate by notice in writing to Lessee.

(d) Change of Use. Notwithstanding the provisions of this Section, in the event that Lessee ceases to utilize the Leased Premises for the primary purpose of Agriculture farming, District and Lessee hereby agree to revise the rental provisions of this Lease.

Section 4. Taxes and Assessment

Lessee recognizes and understands that this Lease may create a Possessory interest subject to property taxation and that the Lessee may be subject to the payment of property taxes levied on such interest. Lessee agrees to pay, before delinquency, all lawful taxes, assessments, water charges, sewer charges, utility rates and fees, levies or other charges, general, special, ordinary, extraordinary and otherwise, of every kind and character which are or may during the Term, including taxes on Possessory interest, which, during the term hereof, may be or become a lien, charge or assessment, or may be levied or imposed, upon the leasehold estate created hereby, or upon the subject matter of this Lease, Lessee's improvements or personal property situated upon the Leased Premises, or upon the subject matter of this Lease, now or hereafter located thereon.

Section 5. Tenant Use

Lessee shall have the right to use the Leased Premises for agricultural farming of crops listed in Proposal and as pre-approved by the District provided, however, in no event shall the Leased Premises be used for any purpose or use (nor shall any activity be carried on upon the Leased Premises) which in any manner causes, creates or results in a public or private nuisance.

5.1 Farming Practices. Lessee will cultivate the Property in a timely, diligent, thorough, and farmer-like manner in accordance with good farming practices. Lessee will take care to not cause waste or damage to the Property or create a nuisance. Lessee is responsible for weeding, managing pests, preventing soil degradation, and irrigating responsibly.

5.3 Improvements.

(a) Parties agree that Lessee may construct an irrigation system, Electric and water utilities will connect to existing onsite facilities. All other areas outside of the areas mentioned will remain undisturbed.

(b) Future alterations, improvements or installation of fixtures to be undertaken by Lessee on the "Property" shall be subject to the prior written consent of the District after Lessor has submitted plans for any such proposed alterations, improvements or fixtures to "Parks" in writing. Such consent shall not be unreasonably withheld by the District.

(c) At the expiration of said term, or any sooner termination of this lease, Lessee shall and will peaceably and quietly quit and surrender the premises to the District, or its agent or attorney, and in as good order as received by Lessee, removing any improvements erected thereon should District so require. Upon termination of this Lease, if improvements exist thereon, having been made by the Lessee, and the District does not require the removal thereof, and Lessee does not desire to remove the same, said improvements shall become the property of the District.

5.5 Storage. Lessee may store on the Property farming equipment and other personal property used for normal farming operations on the Property. Lessee may not store any materials that may be hazardous or that may cause damage to the Property (other than fuel for equipment), or that are not used for such farming operations. Lessee is responsible for the security of equipment, supplies or any other personal property stored on the Property. District will not be liable for any claims arising from theft, loss, or damage of personal property left or stored on the Property.

5.7 Prohibited Uses. Lessee may not conduct any non-production activities on the Property, including, without limitation, selling produce from a farm stand, camping, cookouts, renting out for events, or engaging in or hosting other recreational or income-generating activities, or do any burning on the Property, without first obtaining District's written approval. District will not unreasonably withhold such approval.

Section 6. Quiet Enjoyment

District covenants that upon payment by Lessee of the Rent herein reserved and upon performance and observance by Lessee of all of the agreements, covenants and conditions herein contained on the part of Lessee to be performed and observed, Lessee shall peaceably hold and quietly enjoy the Leased Premises during the entire Term without hindrance, molestation or interruption by District. Lessee, in turn, agrees to quit and to return the Leased Premises to the original state and deliver up possession of Leased Premises peaceably and quietly at the expiration of said term or any sooner termination as contained within this Lease.

Section 7. Compliance

- (a) Lessee shall secure, at its sole expense, all necessary permits and licenses it may be required to obtain to perform any of the permitted uses provided hereunder this Lease or to occupy the Leased Premises.
- (b) In the event that any of the following provisions apply to the Leased Premises and are checked and initialed by the parties, these provisions shall be in full force and effect and Lessee shall comply with all the applicable terms and conditions contained hereunder:

MA District Initials EW Lessee Initials Planting/Improvements. Any planting of crops or improvements to be undertaken by LESSEE, his employees, agents, contractors or representatives, on the Leased Premises shall have the prior written approval by District General Manager or his designee after Lessee has first submitted to District proposed plans and specifications thereof, in writing. The use of all fertilizers and synthetic pesticides, plant growth regulators, livestock feed additives, and genetically modified organisms are strictly prohibited. Lessee will provide an annual Agricultural Commissioner report to District as the summary for this Section 7.

MA District Initials EW Lessee Initials Compliance with Federal and California Endangered Species Acts. District and Lessee intend that, in the event development of the Leased Premises requires incidental take authorization for take of listed species pursuant to the federal Endangered Species Act or the California Endangered Species Act, Lessee shall obtain such authorization from the appropriate governing authority as a participating special entity prior to any ground disturbance activities. Any mitigation obligation to obtain take authorization as a participating special entity shall be in addition to Lessee's obligation to transfer replacement P/QP land to the RCA.

Section 8. Lessee's Inspection of Leased Premises and District's Reserved Rights.

Lessee represents that it/he/she has inspected the Leased Premises and accepts them in the present condition and is subject to any and all existing easements or other encumbrances, and Lessee agrees that District shall have the right to enter upon the Leased Premises and to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water, sewers, pipelines, and telephone and telegraph power lines and such other facilities and appurtenances as may be deemed necessary or convenient by District to use in connection therewith, over, in, upon, through, across and along the Leased Premises or any part thereof.

Section 9. Lessee's Obligations.

Lessee shall, during the Term, at its own cost and expense and without any cost or expense to District, have the following obligations:

- (a) Maintenance of Leased Premises. Lessee, at Lessee's sole cost and expense, shall maintain the Leased Premises in good order and repair during the term of this Lease, reasonable use and wear thereof and damage by Acts of God and force majeure accepted. Lessee shall have the full

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- (a) Maintenance of Leased Premises. Lessee, at Lessee's sole cost and expense, shall maintain the Leased Premises in good order and repair during the term of this Lease, reasonable use and wear thereof and damage by Acts of God and force majeure accepted. Lessee shall have the full

obligation of making all repairs and all reconstruction and restoration work of any kind whatsoever. District shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Leased Premises. If Lessee fails to keep the Leased Premises in good order and repair, District has the right, but not the obligation, to enter upon the Leased Premises to perform the needed maintenance or repair after District has provided written notice to Lessee. Lessee shall reimburse the District for all costs incurred by District in the event it exercises the right to maintain or repair.

(b) Good Management. Lessee shall observe and obey, and compel its employees, agents, invitees, and those doing business with the Lessee to observe and obey, all applicable laws, ordinances, rules, and regulations of regulatory agencies and local governments that are now in effect or that may hereafter be promulgated with respect to the Leased Premises.

(c) Cleanliness. Lessee agrees to keep the Leased Premises clear and free of all litter, garbage, and weeds, to keep the Leased Premises in an orderly and sanitary condition, and to maintain landscaping on the Leased Premises at all times.

(d) Utilities. Lessee agrees to furnish at Lessee's expense and pay all charges for public utilities used by Lessee.

(e) Irrigation System. Lessor will provide and maintain an irrigation hookup on or near the Property. Tenant is responsible for building and maintaining all infrastructure necessary to carry water from the hookup to and throughout the Property, including, without limitation, piping, drip tape, sprinklers, and valves. Tenant is responsible for maintaining Tenant's irrigation infrastructure and using the irrigation hookup in a responsible manner. If Tenant's use of the irrigation hookup results in damage beyond ordinary wear and tear, then Tenant will be responsible for paying any repair or replacement costs. Tenant will use water responsibly and sustainably including taking actions necessary to prevent erosion on the Property and to control the flow of excess irrigation water and runoff.

(f) Hazardous or Toxic Material and Environmental Impacts. Lessee shall not store or allow toxic or hazardous materials in areas that may affect the Leased Premises, including the surrounding County owned and riparian lands, except in quantities permitted by applicable law and in accordance with applicable law. If Lessee breaches the obligations stated herein, or if contamination by toxic materials otherwise occurs for which Lessee is legally liable to District for damage resulting there from, then Lessee shall indemnify, defend with counsel approved in writing by District, and hold District and County harmless from any and all claims, attorneys' fees, consultant fees, and expert witness fees that arise during or after the term of this Lease as a result of such contamination. This indemnification includes, without limitation, costs and penalties paid, if any, any cleanup, remediation, removal, or restoration work required by any federal, state, or local governmental entity because of toxic or hazardous materials being present in the soil or ground water and the presence of such materials in the soil or ground water is determined to be proximately caused by the acts or omissions of the Lessee, its indemnities, licensees or guest.

Lessee shall promptly take all actions at its sole cost and expense as are necessary to clean, remove and restore the Leased Premises to the condition prior to the introduction of such toxic or hazardous materials by Lessee, provided Lessee shall first have obtained District's approval and the approval of any necessary governmental entities.

(g) Compliance with Government Regulations. Lessee shall, at Lessee's sole cost and expense, comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Leased Premises, or any activity or condition on or in the Leased Premises.

(h) Lessee agrees that it will not commit or permit waste upon the Leased Premises.

(i) Lessee shall obtain prior written approval by District before Lessee may (i) erect, maintain, or display any signs or other forms of advertising, or (ii) sell any items, food or otherwise, upon the Leased Premises.

Section 10. Damage or Destruction

No loss or damage by fire or other cause required to be insured against hereunder resulting in either partial or total destruction of anything, structure, or other improvement on the Leased Premises, shall operate to terminate this Lease, or to relieve or discharge Lessee from the payment of rents or amounts payable as rent as they become due and payable, or from the performance and observance of any of the agreements, covenants and conditions herein contained on the part of Lessee to be performed and observed. Lessee hereby waives the provisions of subsection 2 of section 1932 and subsection 4 of section 1933 of the California Civil Code, as amended from time to time.

Section 11. Assignment and Subletting

(a) Lessee may assign this Lease, or any interest therein, with prior written approval of the District, and provided that, (i) no default exists in the performance or observance of any agreement, covenant or condition of this Lease on the part of Lessee to be performed or observed as of the date of such assignment, (ii) the assignment shall be in writing, duly executed and acknowledged by Lessee and the assignee, in form satisfactory to District, providing that the assignee assumes and agrees to perform and observe all the agreements, covenants and conditions of this Lease on the part of Lessee to be performed and observed, and (iii) an executed original of such assignment shall be delivered to District for its consent.

(b) Lessee shall have the right, in the regular and ordinary course of its business of maintaining and operating the Leased Premises, to sublease any portion thereof for any use permitted by this Lease; provided, however, that each such sublease shall be subject and subordinate to this Lease and the rights of District hereunder including section 13, Termination.

Section 12. Insurance.

Without limiting or diminishing the Lessee's obligation to indemnify or hold the District harmless, Lessee 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 Lessee has employees as defined by the State of California, the Lessee 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 The District, 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 Lessee's performance of its obligations hereunder. Policy shall name the District, its directors, officers, 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 Lessee 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 the District, its directors, officers, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(d) Professional Liability Insurance. If applicable, Lessee shall maintain Professional Liability Insurance providing coverage for the Lessee's performance of work included within this Lease, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Lessee's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Lessee shall purchase at his sole expense either (i) an Extended Reporting Endorsement (also known as Tail Coverage); or (ii) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or (iii) demonstrate through Certificates of Insurance that Lessee has maintained continuous coverage with the same or original insurer. Coverage provided under items; (i), (ii) or (iii) will continue for a period of five (5) years beyond the termination of this Agreement.

(e) General Insurance Provisions - All lines.

- i. 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 District's Risk

Manager. If the District'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.

ii. The Lessee'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 District Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the District, and at the election of the District's Risk Manager, Lessee's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the District, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

iii. Lessee shall cause Lessee's insurance carrier(s) to furnish the District 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 District'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 the District 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 Lease shall terminate forthwith, unless the District 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. Lessee shall not commence operations until the District 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.

iv. It is understood and agreed to by the parties hereto that the Lessee's insurance shall be construed as primary insurance, and the District's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

v. If, during the term of this Lease or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the District 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

District's Risk Manager's reasonable judgment, the amount or type of insurance carried by the Lessee has become inadequate.

vi. Lessee shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Lease.

vii. The insurance requirements contained in this Lease may be met with a program(s) of self-insurance acceptable to the District.

viii. Lessee agrees to notify District 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 Lease.

Section 13. Termination

13.1 Termination by District. District may terminate this Agreement if: (a) Lessee abandons or vacates the Property for [fifteen] consecutive days; or (b) Lessee breaches any other provision of this Agreement and the breach continues for more than [fifteen] days after Lessee receives written notice of the breach from District, it being understood that if the breach cannot by its nature be cured within such - day period, then Lessee will have an additional reasonable period (which will not in any case exceed 30 days) to attempt to cure the breach. Such a termination will be effective [ten] days after delivery by District to Lessee of a notice of termination. Lessee must then leave, quit, and surrender the Property to District, but Lessee will remain liable for damages to the extent permitted by law. District retains all rights to recover damages to the extent permitted by law and permissible under Section 1951.2 of the California Civil Code including, without limitation, any amount necessary to compensate District for charges incurred by reason of Lessee's failure to perform its obligations under this Agreement. All of District's rights and remedies under this Agreement are cumulative and not alternative and will be in addition to all rights, powers, and remedies given to District at law or in equity.

13.2 Termination by Lessee. Lessee may terminate this Agreement at any time. Such termination will be effective [60] days after delivery by Lessee to District of a notice of termination. Lessee may also terminate this Agreement upon (a) a failure of the water supply, whether in terms of quantity, reliability or quality, or occurrence of fire, flood or other similar physical event, that materially interferes with Lessee's ability to farm the Property, or (b) a material breach of this Agreement by District. Such a termination will be effective [15] days after delivery by Lessee to District of a notice of termination.

13.3 Surrender of the Property. Upon termination of this Agreement, Lessee will at Lessee's expense surrender the Property in good order and condition, reasonable wear and tear accepted, and will remove all of Lessee's personal property. Except as may otherwise be agreed in writing by District and Lessee at the time of installation, all permanent improvements and alterations to the Property other than trade fixtures will belong to District. Lessee may retain ownership of, and will remove, all sheds, mobile greenhouses, signs, and other non-permanent improvements Lessee may have made to the Property.

13.4 Personal Property. If Lessee leaves any of Lessee's personal property on the Property after the termination of this Agreement, District may store it at a warehouse or any other location for Lessee's account and at Lessee's risk and expense. District will release the property only when

Lessee pays all charges relating to storage and all other amounts Lessee owes District under this Agreement.

Section 14. Mechanics' and Other Liens

Lessee shall not encumber, create a lien, mortgage or otherwise encumber the Leased Premises. Lessee shall promptly discharge or remove by bond or otherwise prior to foreclosure thereof, any and all mechanics', materialmen's and other liens for work or labor done, services performed, materials, appliances, teams or power contributed, used or furnished to be used in or about the Leased Premises for or in connection with any operations of Lessee, any alterations, improvements, repairs or additions which Lessee may make or permit or cause to be made, or any work or construction by, for or permitted by Lessee on or about the Leased Premises, and to save and hold District and all of the Leased Premises and all buildings and improvements thereon free and harmless of and from any and all such liens and claims of liens and suits or other proceedings pertaining thereto.

Section 15. Indemnification

Lessee shall indemnify and hold harmless the District, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any act or omission of Lessee, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to or in any way connected with or arising from its use and responsibilities in connection therewith of the Leased Premises or this Lease, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the acts or omissions of Lessee, its officers, agents, employees, subcontractors, agents or representatives from this Lease. Lessee shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the District, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

(a) With respect to any action or claim subject to indemnification herein by Lessee, Lessee shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of District; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Lessee's indemnification to District as set forth herein.

(b) Lessee's obligation hereunder shall be satisfied when Lessee has provided to District the appropriate form of dismissal relieving District from any liability for the action or claim involved.

(c) The specified insurance limits required in this Lease shall in no way limit or circumscribe Lessee's obligations to indemnify and hold harmless the District herein from third party claims.

(d) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Lessee from indemnifying the District to the fullest extent allowed by law.

Section 16. Eminent Domain

- (a) If the whole of the Leased Premises should be taken by any public or quasi-public authority under the power or threat of eminent domain during the Term, or if a substantial portion of the Leased Premises should be taken so as to materially impair the use of the Leased Premises contemplated by Lessee, and thereby frustrate Lessee's purpose in entering into this Lease, then, in either of such events, this Lease shall terminate at the time of such taking.
- (b) If less than the whole of the Leased Premises should be taken by any public or quasi-public authority under the power or threat of eminent domain during the Term and this Lease is not terminated as provided in subsection (a) above, Lessee shall promptly reconstruct and restore the Leased Premises, with respect to the portion of the Leased Premises not so taken, as an integral unit of the same quality and character as existed prior to such taking. The Minimum Rent payable by Lessee following such taking shall be equitably reduced by agreement of District and Lessee.

Section 17. District's Right of Inspection

District may, at any reasonable time and from time to time during the Term, enter upon the Property for the purpose of inspecting the Leased Premises and for such other purposes as may be necessary or proper for the reasonable protection of its interests.

Section 18. Lessee's Defaults and District's Remedies

(a) It shall be an event of default hereunder (each an "Event of Default") if (i) default shall be made by Lessee in the punctual payment of any rent or other moneys due hereunder and shall continue for a period of ten (10) days after written notice thereof to Lessee; (ii) default shall be made by Lessee in the performance or observance of any of the other agreements, covenants or conditions of this Lease on the part of Lessee to be performed and observed and such default shall continue for a period of thirty (30) days after written notice thereof to Lessee, or, in the case of a default which cannot be cured by the payment of money and cannot be cured within thirty(30) days, shall continue for an unreasonable period after such written notice; (iii) Lessee shall abandon the Leased Premises; (iv) Lessee shall admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation under any law or statute of the federal government or any state government or any subdivision of either now or hereafter in effect, make an assignment for the benefit of its creditors, consent to, or acquiesce in the appointment of a receiver of itself or of the whole or any substantial part of the Leased Premises; (v) a court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver of Lessee or of the whole or any substantial part of the Leased Premises, and such order, judgment or decree shall not be vacated, set aside or stayed within sixty (60) days from the date of entry of such order, judgment or decree, or a stay thereof be thereafter set aside; (vi) a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Lessee under any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation law or statute of the Federal

government or any state government or any subdivision of either now or hereafter in effect, and such order judgment or decree shall not be vacated, set aside or stayed within sixty (60) days from the date of entry of such order, judgment or decree, or a stay thereof be thereafter set aside; or (vii) under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of Lessee or of the whole or any substantial part of the Leased Premises, and such custody or control shall not be terminated within sixty (60) days from the date of assumption of such custody or control.

(b) Upon the occurrence of any Event of Default by Lessee hereunder, District shall have the following rights and remedies, in addition to all other rights and remedies of District provided hereunder or by law: The right to terminate this Lease, in which event Lessee shall immediately surrender possession of the Leased Premises, and pay to District all rent and all other amounts payable by Lessee hereunder to the date of such termination.

Section 19. District's Default and Lessee's Remedies

Lessee shall have the right to terminate this Lease in the event District fails to perform, keep or observe any of its duties or obligations hereunder; provided, however, that Lessee provided written notice and District shall have thirty (30) days opportunity to cure. In the event that District fails to cure the default, Lessee shall serve a thirty (30) notice on District of its election to terminate said Lease.

Section 20. Nonwaiver

If any action or proceeding is instituted or if any other steps are taken by District or Lessee, and a compromise part payment or settlement thereof shall be made, either before or after judgment, the same shall not constitute or operate as a waiver by District or Lessee of any agreement, covenant or condition of this Lease or of any subsequent breach thereof. No waiver of any default under this Lease shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege, or option under this Lease shall constitute a waiver, abandonment or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any right, privilege, or option hereunder. No waiver of any provision hereof by District or Lessee shall be deemed to have been made unless and until such waiver shall have been reduced to writing and signed by District or Lessee, as the case may be. The receipt by District of rent with knowledge of any default under this Lease shall not constitute or operate as a waiver of such default. Payment by Lessee or receipt by District of a lesser amount than the stipulated rent or other sums due District shall operate only as a payment on account of such rent or other sums. No endorsement or statement on any check or other remittance or in any communication accompanying or relating to such payment shall operate as a compromise or accord and satisfaction unless the same is approved in writing by District, and District may accept such check, remittance or payment without prejudice to its right to recover the balance of any rent or other sums due by Lessee and pursue any remedy provided under this Lease or by law.

Section 21. Notices

Except as otherwise provided hereunder; any notice or communication to District or Lessee shall be in writing and be mailed by certified mail, postage prepaid. Notices or communications shall be addressed to the respective parties as set forth below:

DISTRICT

Riverside County Regional Park & Open-Space District
4600 Crestmore Road
Riverside, CA 92509

LESSEE

Huerta del Valle
310 e. Philadelphia St., SP #71
Ontario, CA 91761

or such other address or addresses as the parties shall from time to time designate, or to such agent of respective parties as may from time to time be designated, by notice in writing to the other party. Any notice mailed in the manner above set forth shall be deemed to have been received unless returned to the sender by the post office.

Section 22. No Partnership

It is expressly understood and agreed that District does not, in any way or for any purpose by executing this Lease, become a partner of Lessee in the conduct of Lessee's business, or otherwise, or a joint venturer or a member of a joint enterprise with Lessee.

Section 23. Employees and Agents of Lessee.

It is understood and agreed that all persons hired or engaged by Lessee shall be considered to be employees, representatives or agents of Lessee and not of District.

Section 24. Severability

In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Lease, but this Lease shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

Section 25. Time of the Essence

Time is of the essence of each and all of the agreements, covenants, and conditions of this Lease.

Section 26. Integration

This instrument constitutes the entire agreement between District and Lessee with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written. This Lease

may not be amended or modified in any respect whatsoever except by an instrument in writing signed by District and Lessee.

Section 27. Binding on Successors

Lessee, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this Lease, and all of the parties thereto shall be jointly and severally liable hereunder.

Section 28. Governing Law and Venue

This Lease shall be governed by and construed in accordance with the laws of the State of California. Any action at law or in equity brought by either party hereto for the purpose of enforcing a right or rights provided for by this Lease shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

Section 29. Paragraph Headings

The paragraph headings herein are for the convenience of the parties only and shall not be deemed to govern, limit, modify or, in any manner, affect the scope, meaning or intent of the provisions or language of this Lease.

Section 30. Construction of Lease Agreement

This Lease and each of the provisions hereof, has been reached as the result of the negotiations and mutual assent by the Parties. Each of the Parties hereto expressly acknowledges and agrees that this Lease shall not be deemed to have been prepared by, or drafted by, any particular Party or Parties, and that any rules of construction to the effect that any ambiguities are to be resolved against the drafting Party or Parties shall not be applied or employed in the interpretation of this Lease.

Section 31. District's Representative

District hereby appoints the General Manager, or his designee, as its authorized representative to administer this Lease.

Section 32. Entire Lease Agreement

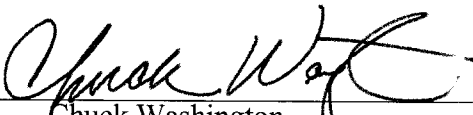
There are no oral agreements between District and Lessee affecting this Lease, and this Lease supersedes and cancels all previous negotiations, arrangements, brochures, agreements, and understandings between District and Lessee with respect to the subject matter of this Lease. There are no representations between District and Lessee other than those contained in this Lease. All implied warranties, including implied warranties of merchantability and fitness, are excluded.

Agricultural Farming Operation at Jensen Alvarado Ranch and Crestmore Manor
Riverside County Regional Park & Open-Space District and Huerta del Valle

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

DISTRICT
RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT
4600 Crestmore Rd,
Jurupa Valley, CA 92509

LESSEE

Signature: 
Chuck Washington
Chairman, Board of Directors

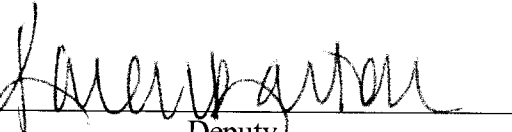
Signature: _____
Maria Alonso
Huerta del Valle

Dated: MAR 26 2019

Dated: _____

ATTEST:

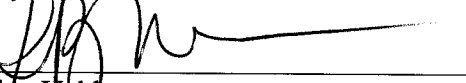
Kecia Harper ~~them~~
Clerk of the Board

By: 
Deputy

(Seal)

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Kristine Valdez
Supervising Deputy County Counsel

Agricultural Farming Operation at Jensen Alvarado Ranch and Crestmore Manor
Riverside County Regional Park & Open-Space District and Huerta del Valle

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

DISTRICT
RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT
4600 Crestmore Rd,
Jurupa Valley, CA 92509

LESSEE

Signature: _____
Chuck Washington
Chairman, Board of Directors

Signature: _____
Maria Alonso
Huerta del Valle

Dated: _____

Dated: 03/14/19

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

(Seal)

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Kristine Valdez
Supervising Deputy County Counsel

Exhibit A

Legal Description

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

Jensen APN: 181-160-014



EXHIBIT "A"

All that portion of Lot 3 of Record of Survey entitled, "Map of Jensen's Subdivision of Lots 7, 8 and 28 of Rubidoux Rancho as per survey of Miller and Newman 1878", as shown by map on file in Book 1 of Records of Survey at Page 21 thereof, Records of Riverside County, California, described as follows:

Beginning at the most Northerly corner of said Lot 3, said corner also being the point of beginning of that certain parcel of land described in Deed to Mary Ann Schroeder and Roy E. Schroeder recorded January 2, 1942 in Book 527, Pages 155 and 156 thereof, Official Records of Riverside County, California;

Thence South 80° 57' 00" East, along the boundary line of said Lot 3, a distance of 165.60 feet to an angle point therein;

Thence South 56° 30' 00" East, continuing along said boundary line, a distance of 1,337.80 feet, more or less, to a point 1,304.40 feet Northwesterly from the most Easterly corner of Lot 5 of said Jensen's Subdivision;

Thence South 53° 03' 00" West, a distance of 637.40 feet;

Thence South 82° 53' 00" West, a distance of 472.43 feet to an angle point in the Southerly boundary line of that certain parcel of land conveyed to the County of Riverside by Deed recorded March 1, 1982, as Instrument No. 35323, Official Records of Riverside County, California;

The preceding four (4) courses are along the boundary of said parcel conveyed to Mary Ann Schroeder and Roy E. Schroeder;

Thence North 42° 14' 00" East, along said Southerly boundary line, a distance of 434.34 feet to the most Easterly corner of said parcel conveyed to the County of Riverside;

Thence North 50° 20' 00" West, along the Northeasterly line of the last-mentioned parcel, a distance of 154.90 feet to an angle point in the boundary of said last-mentioned parcel, said angle point being on the Southeasterly line of that certain parcel of land conveyed to Ernest W. Pitney, Mary Ann Schroeder and Anita Ethel Warr by order approving final report and for distribution recorded July 6, 1965, as Instrument No. 77690, Official Records of Riverside County, California;

Thence North 42° 14' 00" East, along the last-mentioned line, a distance of 4.49 feet to the most Easterly corner of said parcel conveyed to Ernest W. Pitney, et. al.;

Thence North 50° 20' 00" West, along the Northeasterly line of said parcel conveyed to Ernest W. Pitney, et. al., a distance of 870.70 feet to the most Northerly corner of that certain parcel of land conveyed to the County of Riverside by Deed recorded March 1, 1982, as Instrument No. 35322, Official Records of Riverside County, California, said corner also being the most Southerly conder of that certain parcel of land conveyed to Stanley H. Schroeder, et. ux., by Deed recorded April 6, 1983, as Instrument No. 66711, Official Records of Riverside County, California;

Thence North 40° 31' 00" East, along the Southerly line of the last-mentioned parcel, a distance of 297.98 feet to the point of beginning.

Consisting of 16.344 acres, more or less

EXHIBIT "A"

Being a portion of Lots 1 and 3 of a Record of Survey entitled "Map of Jensen's Subdivision of Lots 7, 8, and 26 of Rubidoux Rancho as per survey of Miller and Newman 1876", on file in Book 1, Page 21 of Records of Survey, Records of the Recorder of Riverside County, California, described as follows:

Beginning at a point on the Southwesterly line of said Lot 1, 417.80 feet Southeasterly of the most Westerly corner thereof;

Thence North 16° 21' East, a distance of 20.00 feet;
Thence North 58° 41' East, a distance of 40.00 feet;
Thence South 55° 30' East, a distance of 35.96 feet;
Thence North 51° 57' East, a distance of 245.70 feet;
Thence North 69° 07' East, a distance of 197.35 feet;
Thence North 42° 47' East, a distance of 72.00 feet;
Thence South 50° 20' East, a distance of 449.86 feet;

Thence South 39° 40' West, a distance of 252.41 feet to a point of intersection in the Southwesterly line of said Final Report recorded July 6, 1965, as Instrument No. 77690, said Records of Riverside County;

The following (3) courses are along said Southwesterly line of said Final Report recorded July 6, 1965;

Thence North 49° 31' West, a distance of 10.19 feet;
Thence South 42° 14' West, a distance of 300.00 feet;
Thence North 49° 31' West, a distance of 621.00 feet to the point of beginning.

Excepting therefrom any portion thereof within Riverview Drive (60.00 feet wide) as conveyed to the County of Riverside by Quitclaim Deed recorded in Book 2718, Page 203 of Official Records, said Records of Riverside County.

Containing 6.726 acres, more or less.

Reference is hereby made to Map No. 854-VV on file in the office of the County Surveyor of Riverside County, California.

EXHIBIT "A"

PARCEL 2:

That portion of Lot 5 of Evans Rio Rancho as shown by map on file in Book 10, Pages 52-54 of Maps, Records of the Recorder of Riverside County, California, described as follows:

Beginning at the most Westerly corner of said Lot 5;

Thence North $43^{\circ} 35' 59''$ East along the Northwestern line of said Lot 5 a distance of 1,785.63 feet to an angle point therein;

Thence North $33^{\circ} 30' 24''$ East along said Northwestern line of said Lot 5 also being the Southeasterly line of Lots 10 and 11 as shown by said map of Delta Farms on file in Book 12, Page 20 of Maps, Records of the Recorder, a distance of 1,189.93 feet to an angle point therein, said point also being the most Easterly corner of said Lot 11 of Delta Farms;

Thence North $48^{\circ} 44' 53''$ West along the Northeasterly line of said Lot 11, a distance of 57.58 feet to a point of intersection with the Southerly line of "Parcel 1" as described above, said point being in a non-tangent curve concave Southerly and having a radius of 1,095.00 feet;

Thence Easterly along the arc of said curve from an initial radial line bearing South $02^{\circ} 56' 07''$ West through a central angle $33^{\circ} 10' 18''$ a distance of 633.96 feet;

Thence South $53^{\circ} 53' 35''$ East along the Southwesterly line of said "Parcel 1" as described above, a distance of 250.71 feet;

Thence South $33^{\circ} 30' 24''$ West parallel with and distant 800.00 feet Southeasterly of, measured at right angles from said Northwestern line said Lot 5 of Evans Rio Rancho also being said Southeasterly line of said Lots 10 and 11 of Delta Farms, a distance of 1,408.04 feet;

Thence South $43^{\circ} 35' 59''$ West parallel with and distant 800.00 feet Southeasterly of said Northwestern line of said Lot 5 of Evans Rio Rancho a distance of 1,792.00 feet to a point of intersection with the Southwesterly line of said Lot 5 of Evans Rio Rancho, said point hereinafter referred to as "Point A"

Thence North $50^{\circ} 53' 21''$ West along said Southwesterly line of said Lot 5 a distance of 802.58 feet to the point of beginning.

Containing 57.828 acres, more or less.

PARCEL 3A:

That portion of Lot 5 of Evans Rio Rancho as shown by map on file in Book 10, Pages 52-54 of Maps, Records of the Recorder of Riverside County, California, described as follows:

Commencing at the most Westerly corner of said Lot 5;

Thence South $50^{\circ} 53' 21''$ East along the Southwesterly line of said Lot 5 a distance of 802.58 feet to the TRUE POINT OF BEGINNING:

Thence North $43^{\circ} 35' 59''$ East a distance of 1,792.00 feet;

Thence North 33° 30' 24" East a distance of 1,408.00 feet to the Southwesterly line of that certain 110.00 foot wide strip of land as conveyed to the County of Riverside by Deed recorded July 20, 1973, as Instrument No. 98006, said Records of the Recorder;

Thence South 53° 53' 35" East along said Southwesterly line a distance of 800.00 feet;

Thence South 33° 30' 24" West a distance of 2,700.43 feet to the Northwestern line of "Parcel 4" as conveyed to the County of Riverside by Deed recorded July 20, 1973, as Instrument No. 98005, said Records of the Recorder;

Thence South 70° 16' 39" West along said Northwestern line of said "Parcel 4" as described in said conveyance, a distance of 633.67 feet to a point of intersection with the Southwesterly line of said Lot 5 of Evans Rio Rancho;

Thence North 50° 53' 21" West along said Southwesterly line of said Lot 5, a distance of 737.42 feet to the True Point of Beginning.

Containing 63.251 acres, more or less.

PARCEL 4:

That portion of Lot 5 of Evans Rio Rancho as shown by map on file in Book 10, Pages 52-54 of Maps, Records of the Recorder of Riverside County, California, described as follows:

Commencing at the most Westerly corner of said Lot 5;

Thence South 50° 53' 21" East along the Southwesterly line of said Lot 5 a distance of 1,540.00 feet to the point of beginning of Parcel 4;

Thence North 70° 16' 39" East a distance of 812.00 feet;

Thence South 87° 36' 21" East a distance of 208.00 feet;

Thence North 78° 59' 39" East a distance of 576.00 feet;

Thence North 60° 53' 32" East a distance of 1,282.16 feet to the most Westerly corner of Parcel No. 71 of that certain parcel of land as condemned by the Riverside County Flood Control and Water Conservation District, recorded January 25, 1960, as Instrument No. 6391 said Records of the Recorder, said Parcel No. 71 as shown by map on file in Book 26, Pages 88-92 of Records of Survey, said Records of the Recorder;

Thence South 35° 45' 09" East along the Southwesterly line of said Parcel No. 71 a distance of 1,050.00 feet to the beginning of a non-tangent curve concave Northwesternly and having a radius of 8,865.00 feet;

Thence Northeasterly along the arc of said curve also being the Southeasterly line of said Parcel No. 71, from an initial radial line bearing North 35° 45' 09" West, through a central angle of 16° 14' 47", a distance of 2,513.70 feet;

Thence North 38° 00' 04" East along said Southeasterly line of Parcel No. 71, a distance of 662.49 feet to a point of intersection with the Southeasterly line of said Lot 5 of Evans Rio Rancho;

Thence South 29° 59' 59" West along said Southeasterly line of said Lot 5, a distance of 2,854.02 feet;

Thence South 25° 38' 14" West along said Southeasterly line of said Lot 5, a distance of 133.00 feet;

Thence North 69° 53' 16" West along the Northerly line of that certain parcel of land as conveyed to the City of Riverside by Deed recorded August 27, 1982, as Instrument No. 80408, said Records of the Recorder, a distance of 350.00 feet (formerly recorded North 70° 31' 30" West, 350.00 feet);

Thence South 87° 01' 14" West along said Northerly line of said conveyance, a distance of 1,013.27 feet (formerly recorded South 86° 23' West, 1,060 feet, more or less) to a point of intersection in the Southeasterly line of that certain parcel of land (800 feet wide) as described by Right of Way Easement to Riverside County Flood Control and Water Conservation District recorded March 18, 1947, in Book 822, Page 458 of Official Records, said Records of the Recorder; said point being in a non-tangent curve concave Northwesterly and having a radius of 8,800.00 feet;

Thence Southwesterly along the arc of said curve also being said Southeasterly line of said Right of Way Easement from an initial radial line bearing North 26° 29' 17" West, through a central angle of 00° 32' 31", a distance of 83.24 feet;

Thence South 64° 03' 14" West along said Southeasterly line of said Right of Way Easement, a distance of 838.42 feet to a point of intersection in the Southwesterly line of said Lot 5 of Evans Rio Rancho;

The last two described courses formerly recorded as "Thence along said curved Southeasterly line of said Easement, 900 feet, more or less";

Thence North 48° 30' 56" West (formerly recorded North 49° 07' 30" West) along said Southwesterly line of said Lot 5 of Evans Rio Rancho, a distance of 229.35 feet;

Thence South 65° 33' 19" West along said Southwesterly line of said Lot 5, a distance of 848.42 feet (formerly recorded South 64° 56' West, 848.55 feet);

Thence North 50° 53' 21" West along said Southwesterly line of said Lot 5, a distance of 1,143.47 feet to the point of beginning.

Containing 82.167 acres, more or less.

430247

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Santa Fe Springs, CA 90670

RIVERSIDE

Page 2 of 3

Exhibit B - Crestmore Manor Farm Land

0 187.5 375 750 Feet
1 inch = 375 feet
Orthophoto Plan 211 (WR, CV) or 407 (REMAP, Blythe)
Printed by title on 9/3/2015

The County of Riverside assumes no warranty or liability for the information contained on this map. Data and information represented on this map is subject to updates, modifications and other sources should be queried for the most current information. Do not copy or resell this map.



Exhibit D - Jensen Ranch Farm Land



Imagery ©2016 Google, Map data ©2016 Google 100 ft

EXHIBIT C



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Work Plan with Integrated Timeline for PKARC-217-B:

Huerta del Valle has prepared a yearly workplan for the Jensen Alvarado Site and the Cretmore Site separately. We have projected into the first five years. Each year describes what new will be done with the understanding that projects launched in earlier years that are “ongoing” will still be happening year to year.

Jensen Alvarado Site:

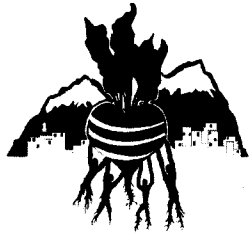
Long Term Outcomes: Productive Farming system developed including veggies, grains, feed, and animals. Farm Open to the Public for tours, food access, and education. Research Paradigm developed to study impact of traditional growing methods.

Year 1: 2018-19

Short Term Outcome: Site Plan detailed and phase planned.

Long Term Outcome: Development of Site Infrastructure started.

Tasks and sub-activities	Who will accomplish	Evidence of completion	Timeline
Task 1: Site Plan Detailed	Huerta del Valle Staff	Site plan document	Feb 2019
Activity Survey Land	Huerta del Valle Staff	Survey Filed Notes	Dec 2018
Activity Modify Site plan as needed based on Survey	Huerta del Valle Staff	Modified Site plan document	Feb 2019
Task 2 Development Phases mapped	Huerta del Valle Staff	Phased Site plan	Feb 2019
Activity Create a timeline to develop each portion of the site	Huerta del Valle Staff	Time line doc	Feb 2019
Activity Modify Inform development team of timeline and expectations	Huerta del Valle Staff	Meeting notes	Feb 2019
Task 3 Initial Development	Huerta del Valle Staff		April – Oct 2019
Activity define roads	Huerta del Valle Staff	Final Roads Plan and Markers	April 2019
Activity update flood irrigation channels to match development plan	Huerta del Valle Staff	Finished channels and channels plan	June 2019
Task 4 Start Site Development	Huerta del Valle Staff		July 2019 – Dec 2019



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Activity Build out pasture paddocks, animal housing, and buildings.	Huerat del Valle Staff	Finished paddocks, structures for animals	July 2019
Activity Create Garden Rows in first growing sections	Huerat del Valle Staff	Planted rows	June 2019
Activity Obtain animals and plants for first planting season.	Huerat del Valle Staff	Planted rows and first animlas onsite	October 2019

Year 2: 2019-2020

Short Term Outcome: Develop more intensive infrastrucutre and perrenial plantings

Long Term Outcome: Strong Farming System Established

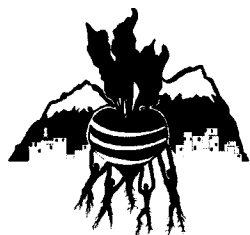
Tasks and sub-activities	Who will accomplish	Evidence of completion	Timeline
Task 1 Install Water cisterns	Contractor	Cisterns in action	June 2020
Activity Determine Area of Cisterns	Huerat del Valle Staff	Cistern map	Feb 2020
Activity Prepare area and Install	Contractor	Contract and Invoice for work	June 2020
Task 2 Plant Berries	Huerat del Valle Staff	Plants in ground	May 2020
Activity Prepare areas for berry planting	Huerat del Valle Staff	Rows and trellises prepared	April 2020
Activity Plant the plants	Huerat del Valle Staff	Planting event	May 2020
Task 3 Install Well	Contractor	Well active	Oct 2020
Activity determine area for well	Contractor	Well plan and map	July 2020
Activity Dig the well	Contractor	Contract and Invoice	Oct 2020

Year 3: 2020-21

Short Term Outcome: Begin developing research paradigm for conservation.

Long Term Outcome: Implement Research and Programming

Tasks and sub-activities	Who will accomplish	Evidence of completion	Timeline
Task 1 Baseline Readings	Huerat del Valle Staff	Baseline redings document (winter and summer)	Jan 2021 and July 2021



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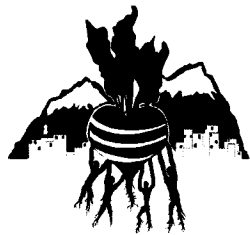
Activity Determine where reseach will happen	Huerat del Valle Staff	Research areas selected and marked	Jan 2021
Activity Take baseline readings for soil health	Huerat del Valle Staff	Data sheets	Jan 2021 and July 2021
Task 2 Develop Plan for Educational Programming	Huerat del Valle Staff w/ County Staff	Meeting notes and agreements	April 2021
Activity Work with county to collaborate on educational planning process	Huerat del Valle Staff w/ County Staff	Meeting notes and agreements	April 2021
Activity Create a programming document for jointly run field trips, summer camp, wwoofing etc.	Huerat del Valle Staff w/ County Staff	Meeting notes and agreements and yearly calendar for following school year	May 2021
Task 3 Implement research and Educational Programming	Huerat del Valle Staff w/ County Staff	Final curriculum and education program calendar	Sept 2021
Activity Begin offereing educational activities based on document	Huerat del Valle Staff w/ County Staff	Attendace sheets and surveys from events	Sept 2021
Activity Conduct regular studies of soil health markers each year.	Huerat del Valle Staff	Monthly data sheets according to testing paradigms	Monthly starting Aug 2021

Year 4: 2021-22

Short Term Outcome: Farming opearations maintained and imporved

Long Term Outcome: Community Agricultural Center Developed

Tasks and sub-activities	Who will accomplish	Evidence of completion	Timeline
Task 1 Improve Farming practices	Huerat del Valle Staff	Farming practiecs improvement plan	Jan 2022
Activity Assess methods	Huerat del Valle Staff	Assesment surveys	Jan 2021-Feb 2022
Activity Suggest modifications	Huerat del Valle Staff	Modifications suggested	Dec 2021



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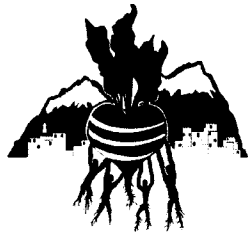
Task 2 Maintain High Production	Huerat del Valle Staff	Productions reports	Ongoing
Activity Implement modifications	Huerat del Valle Staff	Before and after photos of any modification	April 2022
Activity Track harvest year to year	Huerat del Valle Staff	Harvest tracking worksheets	Ongoing
Task 3 Make produce available to the larger public with on-site purchasing	Huerat del Valle Staff	Farm stand and CSA pick-ups established	Ongoing weekly
Activity Promote access to milk, eggs, produce, and more on-site	Huerat del Valle Staff	Fliers, events, and presentations	Ongoing
Activity host the community to access food on the site as a community benefit.	Huerat del Valle Staff	Event attendance sheets and flier	Ongoing monthly
Activity Implement Corn Maze, Petting zoo, and farm tours.	Huerat del Valle Staff w/ County Staff	Attendance tracking usage	Ongoing

Year 5: 2022-23

Short Term Outcome: Complete a report on the fifth year of the project.

Long Term Outcome: Maintain farm system. Share success and Build upon success.

Tasks and sub-activities	Who will accomplish	Evidence of completion	Timeline
Task 1 Complete a Report on the project after five years.	Huerat del Valle Staff	Five year report document	June 2023
Activity Plan report outline	Huerat del Valle Staff	Meeting notes	Jan 2023
Activity Staff contribute to each section of the report	Huerat del Valle Staff	Staff reports	April 2023
Task 2 Share the Report widely	Huerat del Valle Staff	Number of report publications and presentations	Ongoing
Activity Using partners a distribution plan is made	Huerat del Valle Staff w/ County Staff	Plan document	April 2023



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Activity HdV and partners disseminate the report	Huerat del Valle Staff w/ County Staff	Number of report publications and presentations	Ongoing
Task 3 Seek out opportunities to share the story at conferences.	Huerat del Valle Staff w/ County Staff	Presentation invites	Ongoing
Activity Collaborate with County to find places to share the story.	Huerat del Valle Staff w/ County Staff	Presentation invites	Ongoing
Activity Attend conferences to discuss success of the partnership.	Huerat del Valle Staff w/ County Staff	Presentation invites	Ongoing

Crestmore Site:

Long Term Outcomes: Productive Vegetable Farming system developed on Park Land. Incubator farm developed to promote local jobs in food and farming. Farm Open to the Public for tours, food access, education and Farm to Fork events. Local Food access increased especailly for low-income populations.

Year 1: 2018-19

Short Term Outcome: Farm divided into sections

Long Term Outcome: Farm in production

Tasks and sub-activities	Who will accomplish	Evidence of completion	Timeline
Task 1 Divide Farm in to Sections	Huerat del Valle Staff	Markers placed and map	Jan 2019
Activity Map our sections of farm	Huerat del Valle Staff	Map	Jan 2019
Activity create sign posts at each section	Huerat del Valle Staff	Markers	Jan 2019
Task 2 Compost started	Huerat del Valle Staff	Piles	Jan 2019
Activity area cleared for compost	Huerat del Valle Staff	Tractor work	Dec 2018
Activity materials brought in and process started	Huerat del Valle Staff	Feedstock piles and apprived list	Jan 2019



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Task 3 Irrigation Installed	Huerat del Valle Staff	Mainlines installed	April 2019
Activity irrigation plan fininshed	Huerat del Valle Staff	Plan	Feb 2019
Activity tubing aquired and installed	Huerat del Valle Staff	Materials and receipts	Mar 2019
Task 4 Demo Farm Started	Huerat del Valle Staff	Rows in and planted	Jun 2019
Activity Install drip lines	Huerat del Valle Staff	Tape in ground	April 2019
Activity Build garden rows	Huerat del Valle Staff	Rows built	Feb 2019
Activity Plant garden	Huerat del Valle Staff	Plants in ground	May 2019

Year 2: 2019-2020

Short Term Outcome: Promote farm incubation

Long Term Outcome: Farm incubator launched and shared farm infrastrucutre developed

Tasks and sub-activities	Who will accomplish	Evidence of completion	Timeline
Task 1 Promotional Materials Made and Distributed	Huerat del Valle Staff	Fliers and brochures	April 2019
Activity Promotional Materials designed in Three languages	Huerat del Valle Staff	Fliers and brochures	April 2019
Activity Promotional Materials disseminated	Huerat del Valle Staff	Tracking of number distributed	April 2019
Task 2 New Farm trainees registered	Huerat del Valle Staff	Chort list	July 2019
Activity Internview New Farmer Trainees from Huerta del Valle New Farmer trainig program	Huerat del Valle Staff	Interview notes	May 2019
Activity Sign up six new farmers with sub-contracts	Huerat del Valle Staff	Contracts	Feb 2020
Task 3 Training and Parcel Development	Huerat del Valle Staff	Training certificates	Jan 2020
Activity Host regular trainings for incubees	Huerat del Valle Staff	Attendance sheets	Ongoing from July 2019



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Activity Incubees develop remaining acreage as their own small farms.	Huerat del Valle Staff	Activity on each parcel	July 2020
Task Install Cool Storage, Wash Stations, and Storage sheds.	Contractor	Structures finished	July 2020
Activity Decide on design for Cool Storage, Wash station and storage sheds	Huerat del Valle Staff	Design plans	April 2020
Activity Purchase materials and build the three structures	Contractor	Building started	June 2020

Year 3: 2020-21

Short Term Outcome: Farm to Fork Events

Long Term Outcome: Farm is regularly open to the public

Tasks and sub-activities	Who will accomplish	Evidence of completion	Timeline
Task 1 HdV works with County to establish an events calendar	Huerat del Valle Staff w/ County Staff	Calendar	April 2021
Activity Meet with county regularly to determine shared events interest	Huerat del Valle Staff w/ County Staff	Meeting notes and agendas	Ongoing starting late 2020
Activity Draft an events calendar.	Huerat del Valle Staff w/ County Staff	Draft Calendar	Early 2021
Task 2 Host various Farm to Fork events each year	Huerat del Valle Staff w/ County Staff	Event attendance and photos	Ongoing after May 2021
Activity Host Dinner events	Huerat del Valle Staff w/ County Staff	Event attendance and photos	Ongoing after May 2021
Activity Host CSA pick up location.	Huerta del Valle staff	Event attendance and photos	Ongoing after May 2021
Task 3 Host Farm tours, field trips, workshops, and farm stand.	Huerat del Valle Staff	Event attendance and photos	Ongoing after May 2021



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Activity Host schools and the general public once per month	Huerat del Valle Staff	Event attendance and photos	Ongoing after May 2021
Activity Open to the public for food access.	Huerat del Valle Staff	Event attendance and photos	Ongoing after May 2021

Year 4: 2021-22

Short Term Outcome: All incubees and demo farm are fully developed

Long Term Outcome: High Level of Production Maintained

Tasks and sub-activities	Who will accomplish	Evidence of completion	Timeline
Task 1 Finish Demo Farm Development	Huerat del Valle Staff	All land farmed within demo space	April 2022
Activity Demo Farm is fully planted	Huerat del Valle Staff	All land farmed within demo space	Ongoing
Activity Demo Farm Production tracked year to year	Huerat del Valle Staff	Tracking sheets	Ongoing
Task 2 Build Green Houses	Contractor	Construction done	Sept 2022
Activity Green Houses are planned and quoted	Contractor	Designs and quotes	April 2022
Activity Purchased and Installed	Contractor	Receipts of work and materials	May 2022
Task 3 Finish Incubator farm development	Incubee(s)	All incubator sites in working order and tracking production	Dec 2022
Activity All Incubator Farm plots are full	Incubee(s)	All incubator sites in working order	Dec 2022
Activity All Incubator Farm plots are producing and being tracked	Incubee(s)	All incubator sites tracking production	Ongoing from start of sub-contract with farm incubee

Year 5: 2022-23

Short Term Outcome: Complete a report on the fifth year of the project.

Long Term Outcome: Maintain farm system. Share success and Build upon success.

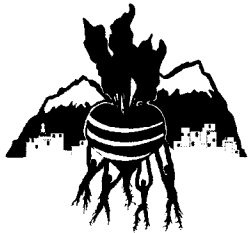
Tasks and sub-activities	Who will accomplish	Evidence of completion	Timeline
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Task 1 Complete a Report on the project after five years.	Huerat del Valle Staff	Five year report document	June 2023
Activity Plan report outline	Huerat del Valle Staff	Meeting notes	Jan 2023
Activity Staff contribute to each section of the report	Huerat del Valle Staff	Staff reports	April 2023
Task 2 Share the Report widely	Huerat del Valle Staff	Number of report publications and presentations	Ongoing
Activity Using partners a distribution plan is made	Huerat del Valle Staff w/ County Staff	Plan document	April 2023
Activity HdV and parnets disseminate the report	Huerat del Valle Staff w/ County Staff	Number of report publications and presentations	Ongoing
Task 3 Seek out opportunities to share the story at conferences.	Huerat del Valle Staff w/ County Staff	Presentation invites	Ongoing
Activity Collaborate with County to find places to share the story.	Huerat del Valle Staff w/ County Staff	Presentation invites	Ongoing
Activity Attend conferences to discuss success of the partnership.	Huerat del Valle Staff w/ County Staff	Presentation invites	Ongoing



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Site Plans and Operations Plans:

Jensen Alvarado:

The Jensen Alvarado Site will be divided into five sections of operations.

- 1) Berry Bushes, which are represented in red. Blackberries and raspberries will be planted. These crops will be harvested in Spring into Late summer and then pruned back during fall and winter months. May include bee hives if permitted.
- 2) Permanent Pasture will be grazed in a rotational grazing fashion by a herd of goats, a flock of laying hens, a flock of broiler birds, and potentially other herbivorous animals such as cows. The animals will take turns grazing in rotating paddocks spending about one month per section delineated in the site plan. The animals will have some protective housing made for them in cases of extreme weather or danger of predators. Animals that make milk will be milked at milking stations. Produce from animals including eggs, milk, or meat will be stored in the cool storage.
- 3) "Milpa" Fields will be rotated on a yearly basis. The light-colored fields will be cultivated in even years and the dark-colored in odd years. The fields will grow traditional drought tolerant varieties of corn for making tortillas, sweet corn, dry beans, string beans, and a selection of winter squash. The fields will be planted with sweet corn for early harvest and then dry corn second for late harvest along with the beans and winter squash. In the fall the field that had corn will be made into a corn maze. Each time the field is done producing a winter cover crop will be planted over it and then it will be grazed by the animals. While one field is in production the other field will lay fallow and be grazed by the herds of animals. This will help build soil, keep fertility high, and prevent major pest outbreaks. Planting in this way will take advantage of the winter rains, and will allow the fields to be cultivated using the flood irrigation that comes from the ditch water rather than install major irrigation systems. At least three acres of "Milpa" will be grown each year. The focus will be to grow these sections only from March – October and rest them in winter and parts of the grazing pasture. Crops that need to be dried or stored as dry will be stored in the dry storage area.
- 4) Vegetable Production will occur on the outskirts of the "Milpa" and take advantage of shade created by the tall corn. Crops like sweet potato, garlic, potato, peppers, onions, tomatillos, and tomatoes that are traditionally planted near "Milpa" will grow there. The focus will be to grow these sections only from March – October and rest them in winter and parts of the grazing pasture. These crops can also grow using flood irrigation whereas more delicate crops like lettuce and greens will not thrive. When harvested these crops will go into cool storage or dry storage depending on the crop type.
- 5) Citrus Grove will be harvested annually by farm staff. Tree care will also be administered by farm staff such as pruning and removal of diseased or dead leaves, fruit or other refuse. Bee hives will be installed in the orchard if allowed. If citrus must be sprayed to prevent citrus psyllid this will take place by a trained professional, not Huerta staff.



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Crestmore Manor:

The Crestmore site will be managed as a unified vegetable production operation. It will be divided into six main sections:

- 1) Packing house, which will exist under the shade structure. This space will contain materials storage as well as a washing station and a station for cool storage of crops. The farm will be open to the public and people can come shop for produce in this section essentially as a roadside farm stand
- 2) Huerta del Valle demonstration garden. This will be managed by Huerta del Valle staff and will serve as an eye-catching attraction. It will be planted year round with diverse crops and will be harvested and sold on-site as well as in CSA programs. The area will be open as a you-pick option as well for visitors especially in summer when there are strawberries and tomatoes.
- 3) Greenhouses will be managed jointly by farm trainees and Huerta del Valle staff. They will be used mostly to produce plants for planting in the field, but may also be used for production of microgreens or season extension.
- 4) Composting will be managed by all farmers including trainees. It will be a place to recycle waste from the farm itself as well as mulch and stable bedding from other local farms to create fertile compost to be shared on site by all growers and sold to the public for gardening use.
- 5) Incubator plots. These plots will be 1-2 acres in size. They will be managed by farm trainees who can use them for up to five years as they establish their growing practices and their own farm business. They can sell their produce to Huerta del Valle at wholesale value to be sold in our markets or they can sell it themselves wherever they please. They may grow whatever they like with the exception of cannabis. They will keep their fields productive all year round. They will be responsible for sharing some cost of the overall operation.
- 6) Special event space will be used for visitors who come to take workshops, outdoor classes and field trips, tour groups, and will also be open to be used for farm to fork events such as dinners or other events.

Both Sites:

- A) Roads will remain as they are. Some additional paths may be constructed for on and off use inside of the growing areas.
- B) Current irrigation will be tapped and diverted to feed all of the growing areas.

*Note: All site plans and operations are subject to some change***

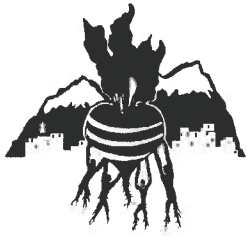


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Jensen Alvarado full site:





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Crestmore Full site:

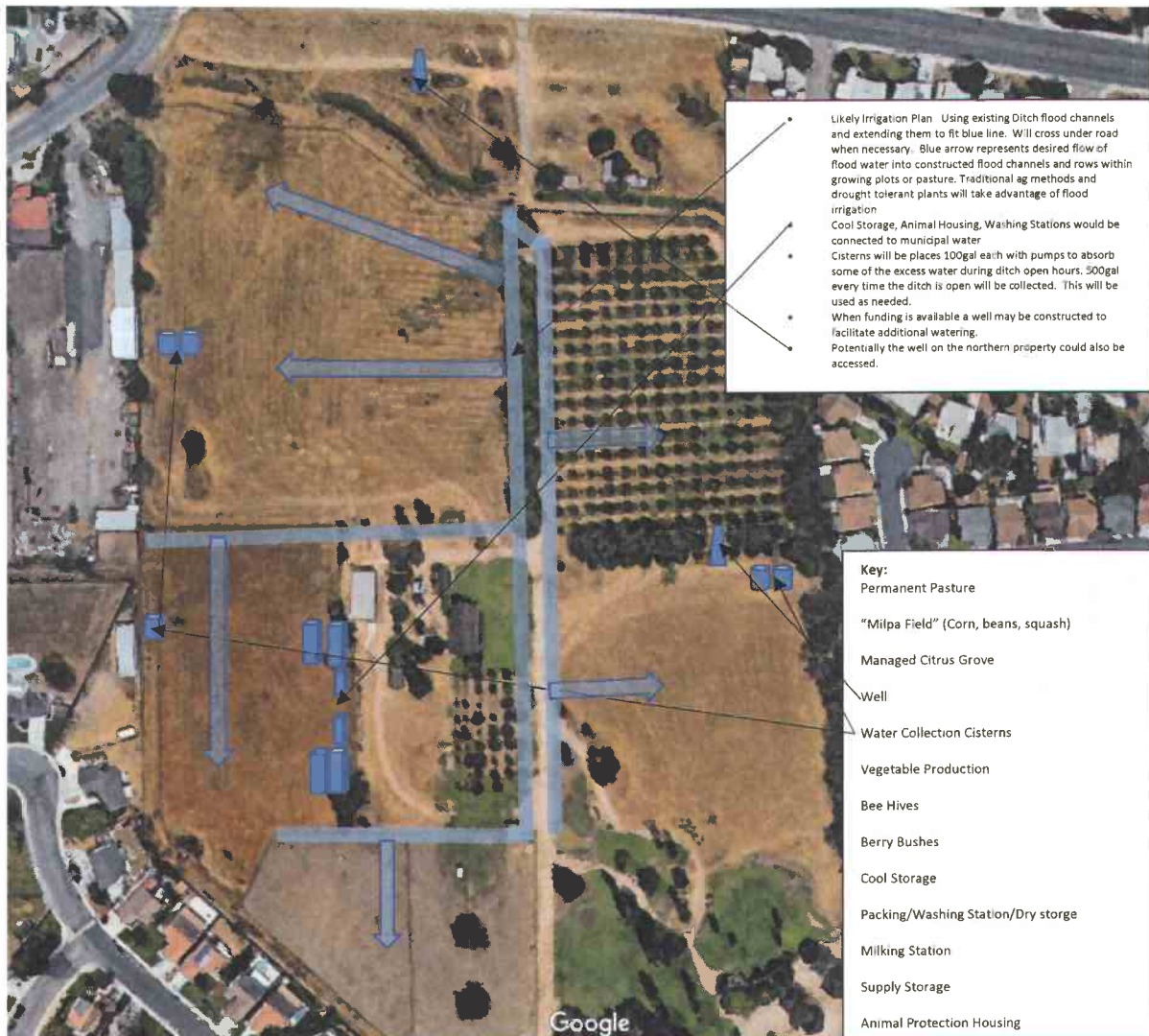




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Irrigation Plan:





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Irrigation Plan:





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Planting Plan Year 1:





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Planting Plan Year 1:





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Planting Plan Year 2:



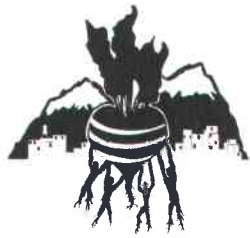


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Planting Plan Year 2:





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Vehicle Circulation Plan:

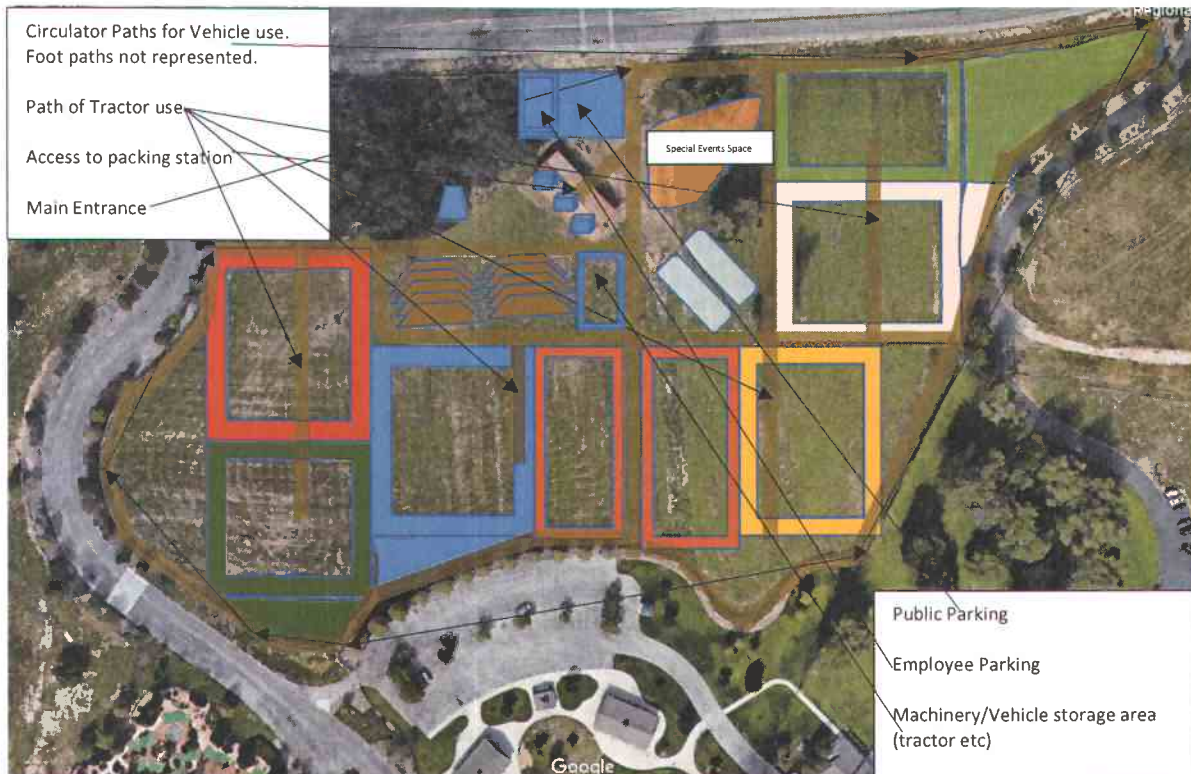


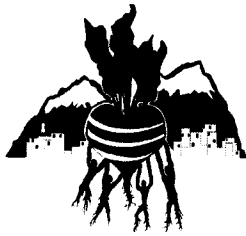


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Vehicle Circulation Plan:





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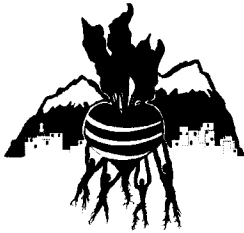
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Brief Summary of Project:

Huerta del Valle (HDV) will operate both sites to create productive, well-managed, beneficial and environmentally sound farms that support the overall park vision. While there will be site integration in terms of management, staff placement, overall project and programming strategy, financing, and likely exchange of production from one site to the next the overall focus of each site will be different and will achieve specific outcomes unique to the site.

The farms will support the overall park vision by managing the grounds and transforming them into pristine agricultural operations. Jensen Alvarado will serve to bring a living history exhibit to the already unique historic site. The farm will make the park more productive, more attractive, and enhance the educational opportunities on the site allowing visitors of all ages to imagine what the ranch may have been like when it was inhabited and a working farm. The operation will allow participants to experience not only history, but also culture, tradition, and learn about how the past may influence the future as we work to preserve land, heritage, and build community health and economic prosperity. The Crestmore site is already a beautiful and active park. The farm will take a currently vacant portion of the park and activate it transforming into a beautiful and productive addition to the park. For passersby simply seeing the farm will bring joy and instill pride in Riverside's agricultural heritage. The farm will be an open access point to draw more people to the park and for those already at the park will be a space to access fresh fruit and vegetables to take home or to enjoy at the park. The farm will enhance the park's offerings to the public and incorporate space for events, education, and tours.

Start-up capital: HDV already owns a tractor, mid-sized skid steer, delivery van, pick-up truck, rototiller, seeder, and has a 10-person staff team ready to begin this project. These are normally major hurdles for farm start-up, but the team and the equipment are ready and in place to get the job done. HDV is a current recipient of a USDA-NIFA CFP grant (\$400,000 from 2016-2020) and a core-operating support grant from the Rathmann Foundation (\$120,000 2018-2019 fiscal year). Both grants are to support Huerta del Valle in the expansion of farming and connecting new farmers to land. Both the Jensen Alvarado site and the Crestmore Site will access these funds and support both grant outcomes. HDV plans to apply for a second CFP grant in FY 2020 to directly benefit the Riverside projects. Huerta del Valle is co-recipient to the Ontario TCC grant (\$1.1million 2018-2021). While these funds cannot be spent on Riverside projects they will free up staff FTEs from work in Ontario so that USDA and Rathmann grant funds can be devoted to the Riverside Projects. HDV raises at a minimum \$20,000 per year in unrestricted funds that can also be devoted to new farm start-up. With multiple sites HDV will also be able to buy materials in bulk to share amongst sites, which will save money. In the case of the Crestmore site on which new farmer incubation will take place, each farm incubatee will be required to pay rent (\$100/mo/ac in year 1 and increase after) according to their acreage and help cover a percentage of the cost of well usage which should generate close to \$10,000 per year. In addition, each farm incubatee will pay a tuition for the new farmer training program which will



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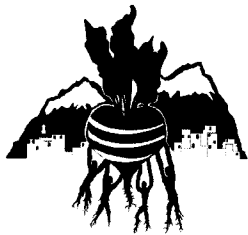
help generate an additional \$12,000 per year. In year 1 of the Crestmore site HDV aims to bring in \$10,000-\$15,000 from produce sales.

Marketing for both sites: HDV will use these farms to supply crops into our existing CSA program (100 members by end of 2020) as well as open market program. The crops will also be made available on the Jensen Alvarado and Crestmore site for purchase at a farm stand. Crops will be marketed to local restaurants with a priority given to Riverside, but a range that includes LA, Orange Co., Redlands, and as far as San Diego County. Crops will be marketed at local farmer's markets within 50 miles of the farm site. Crops will be used for special educational events on-site such as tortilla making or food at fieldtrips such as grilled corn or other garden-based lunch/dinner events. Products will be sold to RUSD food service and other dining services such as Bon Appetite Management Co. (Pitzer, CMC, U of Redlands, U of LaVerne) with which Huerta del Valle has a long-standing relationship when in sufficient quantity and demand to supply the food service, and when there is excess it will be donated to local food pantries. At Crestmore site incubatees will be responsible for marketing their own produce. While they can sell it through HDV, they will have the freedom to explore developing their own markets.

Jensen Alvarado Site:

is conceptualized as a larger-scale production site for staple-type crops such as corn, beans, squash, melons, potatoes, sweet potatoes, garlic, onions, and animals all of which will be cultivated using traditional drought-tolerant growing methods so as to best utilize the existing Jurupa Ditch water system on-site. The water availability is a major hurdle to developing this site and we feel that this method of growing is the best strategy to maximize the benefits for the site while maintaining historical sensitivity. The Jensen Alvarado site will also be utilized for research programs to study using these traditional growing methods. This form of agriculture will also be best suited to the interpretive use of the site as it will facilitate farm tours, education, demonstration, community involvement, and site beautification with some sense of historical accurateness. The site will be used for production, education, new farmer training, events, and interpretive storytelling.

Crops to be grown: The main crops that will be grown will be traditional and diverse drought-tolerant corn (sweet corn and corn for making tortillas), beans, winter squash, onions, garlic, potatoes, sweet potatoes, melon and other crops that are traditionally planted together within the *Milpa* or *Three Sisters* growing system. All crops will be suited to grow and thrive within the limitations of the Jurupa Ditch watering parameters. The site will also host pasture production to feed a herd of goats, flock of chickens, and potentially other high-value animals such as quail or ducks. The vegetable crops will be focused and grown only from March through November while the pasture will grow year-round. Cover crops will be sown on vegetable fields in the off season. From the animals, milk, eggs, and when possible meat, will be harvested. The site will produce oranges seasonally that will be harvested. It is planned to plant long-term berry crops such as raspberries and blackberries. The presence of so many citrus tree crops will also facilitate having bee hives from which honey, bee pollen, and honey-comb can be harvested.



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Production methods: The Jensen Alvarado site is a unique historical resource with a unique historical water access that will guide the design and management practices of the land. The Jurupa ditch water will be utilized, and the land will be worked to allow for the water to enter into the arable fields through small flood channels that will branch from the main flood channels. The area that will be devoted to pasture will get planted with perennial grasses before rainy season to take advantage of the rain and will be maintained with ditch water. The *milpa* growing areas will be irrigated with flood channels. The soil will be tilled once at the start of each season and will be cover cropped whenever not in production to create fertility long-term. Production of *milpa* will only happen in the spring through fall months allowing the land to rest and recover over the winter. Animals will graze on fields that are not in production to also add fertility. Animals will be moved constantly (managed grazing) so as to protect soil and water for excess of manure and keep the entire site sanitary while maintaining fertility year after year. The biodiversity of the *milpa* growing method will help to suppress pests and will allow for the sustainable management of production without inputs of synthetic fertilizers and pesticides. Integrated pest management is a foundational principle of *milpa* in that flowers and diverse crops are all planted together to prevent pests and attract beneficial insects. Drought-tolerant varieties will be selected to support growing with limited water resources. Each year the remnants of the past crops will be fed to animals and converted to manure for fertility or will be mowed and tilled into the soil to support soil building. Cover crops such as vetch, field pea, rye, sudan grass, mustard, and daikon radish will be used to build soil early on. By building soil, using organic methods, maintaining biodiversity, practicing managed grazing we will allow for high production while not diminishing water resources and without contaminating ground water on or off the farm.

The Crestmore Site:

is conceptualized as a modern farmer's dream where new farmers-in-training can take on anywhere from 0.25 up to 2.0 acres as their start-up farm business while they are incubated through Huerta del Valle's training programs and demonstration farms. This model takes after successful models of the like such as ALBA, Center for Land-Based Learning, and the UC Santa Cruz student Farm. This site will be developed as a modern market farm and will be able to make best use of the available water resource to grow a diverse range of crops for the local food industry. This site, given, its superior water resource, will be devoted to intensive production of vegetables, fruit, and herbs and will focus on the economic development aspect of local farming, creating jobs, and allowing new farmers to launch their new farm businesses. The site will be a beautiful productive farm where events, trainings, dinners, field-trips, can take place among a highly productive farm that serves the local community as a source of food, new farm business incubation, and prosperity.

Crops to be grown: The Crestmore site will act as a farm incubator site for new farmers to train and launch their own farming business before seeking to acquire their own land. The site will be

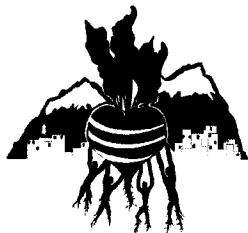


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divided into up to 6-20 incubator plots and a demonstration plot. Each farm incubee will be able to grow whatever they like, and the demo farm will focus on diverse crops as a form of educational content. Based on crops Huerta del Valle has grown in the past we anticipate the following to be grown on the Crestmore site: anise, artichoke, asparagus, beets, basil, broccoli, beans, brussle sprouts, cabbage, carrots, celery, corn, cilantro, cauliflower, collards, cucumbers, dill, dargon fruit, eggplant, fennel, flower crops (marigolds, sunflowers, zinnias, Echinacea, chamomile), kale, kohlrabi, leeks, lettuce, melons, microgreens, okra, onions, peas, peppers, parsley, potatoes, pumpkins, plant starts, radish, rhubarb, shallots, spinach, sweet potatoes, strawberries, sugar cane, swiss chard, tomatillos, tomatoes, turnips, watermelon as well as some more specialty crops like passionfruit, papalo, amaranth, shisho, thyme, oregano, medicinal basil, moringa, purslane, ginger, turmeric, and other ethnically specific crops to appeal to a diverse population. Trees, berries, and grapes are not excluded, but less likely.

Production methods: As an incubator farm the growing methods will vary from farmer to farmer. There will be oversight and requirements of each farmer to protect resources. All farmers on the site will be required to use drip irrigation as a main source of watering to use water most efficiently. Farmers will be required to devote a quarter of their holdings to cover crop or compost addition each season. Farmers will have the option to till or not to till and will be allowed to plant in rows or other shapes, but all farmers will be held to strictly organic growing practice guidelines. Farmers will be encouraged to plant hedgerows of flowers to create integrated pest management, and the perimeters of the site will be permanently planted with IPM plants like marigolds, basil, dill, anise, garlic, and onions. The HDV tractor will be available for all farmers to use for their operations. Plants will be produced in the greenhouses for farmers to share and farmers will all be required to contribute their field waste to compost on the site. Compost will be done by recycling on-site waste as well as free mulch and manure from other farmers. Composting will be done only in designated areas and will be watered sufficiently to prevent hazard. Through use of drip-irrigation the well on-site will be tapped below capacity. No farmers will be allowed to apply compost in excess of NRCS recommendations for fertigation such that ground water contamination is avoided. Perimeter plants and drip irrigation will help to prevent water from spilling off-site and will create a protective barrier to protect the farm and also protect soil and water off the farm.



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Cost Proposal for PKARC-217-B:

****Note:** There is no planned cost to the county. Huerta del Valle plants to take on all costs of its own projects on its own. Huerta del Valle does recognize that at some point there will be the ability to collaborate with the county on programs. At such time Huerta del Valle would like to be able to negotiate costs sharing with the county, but at this time these costs are not planned nor represented in the document. Rather, the costs here represent what Huerta del Valle will incur such that the county can see the amount of investment Huerta del Valle will bring to bear on the project. This will also allow the county to see how Huerta del Valle is able to provide sufficient funding to cover costs of the projects evidenced by the "start-up capital" referenced in the "Brief Summary of ProjectJA-Crestmore."

Jense Alvarado Site:

Year 1:

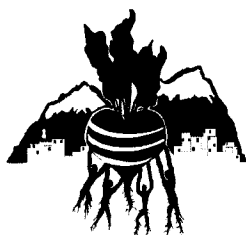
Service	Cost Estimate	Cost to Riverside County or Huerta del Valle
Overhead	12,000	HdV
Personell	40,000	HdV
Equipment/Infrastructure	15,000	HdV
Materials	3,000	HdV
Travel	500	HdV
Office/Promotion	500	HdV
Educational/Training	n/a	n/a

Year 2:

Service	Cost Estimate	Cost to Riverside County or Huerta del Valle
Overhead	24,200	HdV
Personell	40,000	HdV
Equipment/Infrastructure	50,000	HdV
Materials	15,000	HdV
Travel	1,000	HdV
Office/Promotion	500	HdV
Educational/Training	10,000	HdV

Year 3:

Service	Cost Estimate	Cost to Riverside County or Huerta del Valle
Overhead	14,600	HdV
Personell	40,000	HdV
Equipment/Infrastructure	15,000	HdV
Materials	6,000	HdV



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Travel	1,000	HdV
Office/Promotion	1,000	HdV
Educational/Training	10,000	HdV

Year 4:

Service	Cost Estimate	Cost to Riverside County or Huerta del Valle
Overhead	14,600	HdV
Personell	40,000	HdV
Equipment/Infrastructure	15,000	HdV
Materials	6,000	HdV
Travel	1,000	HdV
Office/Promotion	1,000	HdV
Educational/Training	10,000	HdV

Year 5:

Service	Cost Estimate	Cost to Riverside County or Huerta del Valle
Overhead	14,600	HdV
Personell	40,000	HdV
Equipment/Infrastructure	15,000	HdV
Materials	6,000	HdV
Travel	1,000	HdV
Office/Promotion	1,000	HdV
Educational/Training	10,000	HdV

Budget Narrative:

Overhead – Is calculated as up to 20% in relation to the rest budget for each year. Overhead represents, largely, the administrative costs for the project such as additional liability insurance, workers compensations insurance, and the time (likely 0.2-0.3 FTE) of various administrative staff such as the Executive Director, Projects Manager, and office staff who make this project viable. Overhead varies from year to year based on the annual costs of site development.

Personell – Represents the funding that will be devoted to staffing on the site. The line item represented in each year is 1.0FTE that Huerta del Valle will committ to the project. Huerta del Valle will save on personell costs by only maintaining one full time employee on the projects as a manager. There rest of the farm workers on the project site team will be independently contracted under Huerta del Valle and will cultivate a sell the produe they grow as the main source of income. This will allow local people who want to be farmers to take on roles as farmers within the project without creating impossibly high overhead burdern on Huerta del Valle.

Equipment/Infrastructure – Represented any hardwarer installed on the site such as corrals, fencing, storage, cool storage, water collection cisterns, water flow imporvements, wells, and other types of improvements. This will likely be highest in year 2 in which we anticipate installing cisterns and structures to support animals on the site.



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Materials – Represents any purchases of feed, seed, hand tools, packaging, or any other materials that will be used up in the farm operations. Likely will be spent mostly on seeds, plant starts, and new berry bushes each year. Costs will increase until land is fully developed at which time they will plateau.

Travel – Represents funds needed for mileage reimbursement of staff, and also travel associated with promotion, marketing, and distribution of produce.

Office/Promotion – Represents costs associated with office work such as ink, paper, and the costs of printing promotional materials for events, workshops, and the produce from the farm.

Education/Training – Represents the cost for materials and personnel devoted to educational programming. Such programming would not start being provided/produced by Huerta del Valle until at least the second year of the project development. Huerta del Valle usually contracts with independent contractors who are local community educators. These educators use Huerta del Valle curriculum which has been developed over these years. In this way educational programming remains low-cost.

Crestmore Site:

Year 1:

Service	Cost Estimate	Cost to Riverside County or Huerta del Valle
Overhead	12,000	HdV
Personnel	40,000	HdV
Equipment/Infrastructure	10,000	HdV
Materials	2,000	HdV
Travel	1,000	HdV
Office/Promotion	500	HdV
Educational/Training	10,000	HdV

Year 2:

Service	Cost Estimate	Cost to Riverside County or Huerta del Valle
Overhead	19,500	HdV
Personnel	40,000	HdV
Equipment/Infrastructure	30,000	HdV
Materials	6,000	HdV
Travel	1,000	HdV
Office/Promotion	500	HdV
Educational/Training	20,000	HdV

Year 3:

Service	Cost Estimate	Cost to Riverside County or Huerta del Valle
Overhead	14,500	HdV
Personnel	40,000	HdV
Equipment/Infrastructure	5,000	HdV



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Materials	6,000	HdV
Travel	1,000	HdV
Office/Promotion	500	HdV
Educational/Training	20,000	HdV

Year 4:

Service	Cost Estimate	Cost to Riverside County or Huerta del Valle
Overhead	14,500	HdV
Personell	40,000	HdV
Equipment/Infrastructure	5,000	HdV
Materials	6,000	HdV
Travel	1,000	HdV
Office/Promotion	500	HdV
Educational/Training	20,000	HdV

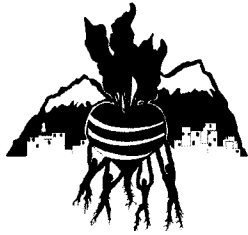
Year 5:

Service	Cost Estimate	Cost to Riverside County or Huerta del Valle
Overhead	14,500	HdV
Personell	40,000	HdV
Equipment/Infrastructure	5,000	HdV
Materials	6,000	HdV
Travel	1,000	HdV
Office/Promotion	500	HdV
Educational/Training	20,000	HdV

Budget Narrative:

Overhead – Is calculated as up to 20% in relation to the rest budget for each year. Overhead represents, largely, the administrative costs for the project such as additional liability insurance, workers compensations insurance, and the time (likely 0.2-0.3 FTE) of various administrative staff such as the Executive Director, Projects Manager, and office staff who make this project viable.

Personell – Represents the funding that will be devoted to staffing on the site. The line item represented in each year is 1.0FTE that Huerta del Valle will committ to the project. Huerta del Valle will save on personell costs by only maintaining only one full-time employee on the projects as the grounds manager. There rest of the farm workers on the project site team will be local community members enrolled in our New Farmer training program. The farmers on this site will use the site as an incubator period in their New Farmer training. This will allow local people who want to be farmers to take on roles as farmers within the project without creating impossibly high overhead burdern on Huerta del Valle. Farmers in this program will manage their own plots as well as collectively manager compost, greenhouses, and other general site needs under the supervision of the Huerta del Valle grounds manager.



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Equipment/Infrastructure – Represented any hardware installed on the site such irrigation, cool storage, greenhouses, tools storage, and washing stations. This will likely be highest in year 2 in which we anticipate filling up all of the available plots.

Materials – Represents any purchases of seed, additional irrigation implements, hand tools, packaging, or any other materials that will be used up in the farm operations. Likely will be spent mostly on seeds, and plant starts. Costs will increase until land is fully developed at which time they will plateau. Costs will remain low because each New Farmer in training will be responsible for the costs of their own plot.

Travel – Represents funds needed for mileage reimbursement of staff, and also travel associated with promotion, marketing, and distribution of produce.

Office/Promotion – Represents costs associated with office work such as ink, paper, and the costs of printing promotional materials for events, workshops, and the produce from the farm.

Education/Training – Represents the cost for materials and personnel devoted to educational programming for the New Farmer training. Such programming would start being provided/produced by Huerta del Valle in the first year and a passing grade in the New Farmer training would be required for a New Farmer to be able to obtain one of the six plots available on the site. Huerta del Valle usually contracts with independent contractors who are local community educators. These educators use Huerta del Valle curriculum which has been developed over there years. In this way educational programming remains low-cost.