

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



ITEM: 13.1

(ID # 12648)

**MEETING DATE:**

Tuesday, June 09, 2020

**FROM:** Regional Parks and Open Space District:

**SUBJECT:** REGIONAL PARK AND OPEN-SPACE DISTRICT: Adoption of Resolution No. 2020-03, Approval of First Amendment to Lease and Operating Agreement and Authorization to Convey Interests in Real Property to the Beaumont-Cherry Valley Recreation and Park District for Bogart Park; District 5; CEQA Exempt; \$0

**RECOMMENDED MOTION:** That the Board of Directors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 – Existing Facilities and Section 15061(b)(3) – “Common Sense” exemption;
2. Approve First Amendment to Lease & Operating Agreement between Riverside County Regional Park & Open-Space District and the Beaumont-Cherry Valley Recreation and Park District for Bogart Park;
3. Adopt Resolution No. 2020-03 Authorizing the Transfer of Real Property Interest to the Beaumont Cherry Valley Recreation and Park District;
4. Authorize the General Manager, or designee, to take all actions necessary to administer the agreement including escrow instructions, statements and certifications, and execute future ministerial amendments that do not fundamentally change the scope or intent of the original agreement;
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: Consent**

  
Kyla R. Brown, General Manager 5/21/2020

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**MINUTES OF THE BOARD OF DIRECTORS**

On motion of Supervisor Spiegel, 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: June 9, 2020  
xc: Parks

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: None</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	20/21

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Riverside County Regional Park & Open-Space District ("RivCoParks") is the owner of record of approximately 78.25 acres of land located at 9600 International Park Road, Cherry Valley, CA 92223, also known as a portion of Bogart Park. On December 11, 2018, per M.O 13.3, your Honorable Board approved the Lease and Operating Agreement (Lease) between RivCoParks and the Beaumont-Cherry Valley Recreation and Park District ("BCVRPD") for the operation of Bogart Park. The Lease authorized the transfer of real property interest in Bogart Park upon expiration of the Lease on December 31, 2021. At the request of BCVRPD, the term of the Lease is amended to expire June 30, 2020.

This transfer furthers the efforts of the Bogart Park Task Force which worked diligently to determine the best way to meet the needs of the local Beaumont and Cherry Valley communities.

Pursuant to the California Environmental Quality Act, the Project was reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301 because no expansion of use will occur and Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the transfer in question will have a significant effect on the environment.

County Counsel reviewed and approved the amendment as to form.

**Impact on Citizens and Businesses**

The transfer of Bogart Park to BCVRPD allows the BCVRPD to manage and utilize resources within the community for the operation of Bogart Park. Additionally, Bogart Park will remain a resource as a public park for the citizens of the Beaumont and Cherry Valley communities.

**Additional Fiscal Information**

Over the last ten fiscal years, the financial results of operations at Bogart Park has averaged a loss of \$(150,888) annually, not including general and administrative overhead



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

costs. Annual direct user fee revenues have averaged \$50,887, and direct expenditures for staffing, maintenance, and utilities have averaged \$201,775. As part of this agreement, RivCoParks agreed to pay \$100,000 per calendar year to BCVRPD beginning January 1, 2019 for three years (\$300,000 total) to assist Beaumont-Cherry Valley Recreation and Park District with operations. The transition of Bogart Park to BCVRPD allows residents to continue benefiting from the park while realizing cost savings and operational efficiencies.

**Attachments**

First Amendment

Lease & Operating Agreement

Resolution No 2020-03

Notice of Exemption

 _____ Douglas Cordonez Jr.	 _____ 6/1/2020	 _____ Gregory L. Priamos, Director County Counsel	 _____ 5/28/2020
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# Notice of Exemption

## Appendix E

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

County Clerk

County of: Riverside

2724 Gateway Drive

Riverside, CA 92507

**From:** (Public Agency): \_\_\_\_\_  
Riverside County Regional Park & Open-Space District  
4600 Crestmore Road, Jurupa Valley, CA 92509

(Address)

Project Title: Bogart Park Lease and Operating Agreement

Project Applicant: Riverside County Park and Open-Space District

Project Location - Specific:

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

Project Location - City: Cherry Valley

Project Location - County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:

Lease and Operating Agreement between RivCo parks and the Beaumont Cherry Valley Recreation and Park District (BCVRPD) for Bogart Park. The Park will be operated by BCVRPD in the same manner as RivCo Parks with hiking trails, campground, and day-use area and is CEQA exempt under the "Existing Facilities" clause.

Name of Public Agency Approving Project: Riverside County Regional Park & Open Space District

Name of Person or Agency Carrying Out Project: Riverside County Regional Park & Open Space District

Exempt Status: (check one):

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☒ Categorical Exemption. State type and section number: 15301(a) Existing Facilities &

☐ Statutory Exemptions. State code number: 15061(b)(3) Common Sense

Reasons why project is exempt:

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

Lead Agency

Contact Person: Analicia Gomez

Area Code/Telephone/Extension: 951-955-6998

If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: [Signature] Date: 6/2/2012 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: \_\_\_\_\_

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

6/15/20  
Date

YPR  
Initial





## Riverside County Regional Park and Open-Space District

Kyla Brown, Parks Director/General Manager | Erin Gettis, Assistant Director

**DATE:** April 21, 2020  
**TO:** Cassandra Cordova  
**FROM:** Michael Alferez  
**RE:** Accounting String for Notice of Exemption Filing Fees

Please utilize the accounting string below to charge the Park District for the Notice of Exemption fees:

**2019/20-053 BCVRPD First Amendment to Lease & Resolution 2020-03 Transfer of Real Property Interests**

FUND	DEPTID	ACCOUNT	CLASS	PROJECT
25400	931210	537080	1502-	

Please provide a copy of the posted journal via email to [Parks-Finance@rivco.org](mailto:Parks-Finance@rivco.org)

If you have any questions or experience any difficulties in using the above accounting string, please do not hesitate to contact me.

Thank you,

**Michael Alferez**  
Supervising Accountant  
951-955-5462



1 BOARD OF DIRECTORS

RIVERSIDE COUNTY REGIONAL  
PARK AND OPEN-SPACE DISTRICT

2  
3 RESOLUTION NO. 2020-03  
4 APPROVAL OF FIRST AMENDMENT TO LEASE AND OPERATING AGREEEMNT AND  
5 AUTHORIZATION TO CONVEY INTERESTS IN REAL PROPERTY  
6 TO THE BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT  
7 COUNTY OF RIVERSIDE, CALIFORNIA  
8 ASSESSOR'S PARCEL NUMBER  
9 401-210-011  
10 BY GRANT DEED

11 WHEREAS, the Riverside County Regional Park & Open-Space District ("RivCoParks") is the  
12 owner of record of approximately 78.25 acres of land identified as Assessor's Parcel Number 401-210-011  
13 ("Property") and located at 9600 International Park Road, Cherry Valley , CA 92223 also known as a  
14 portion of Bogart Park, which is described in Exhibit "A", attached and incorporated herein by reference;

15 WHEREAS, RivCoParks and Beaumont-Cherry Valley Recreation and Park District ("BCVRPD")  
16 entered into that certain Lease and Operating Agreement on December 11, 2018, (the "Original Lease")  
17 pursuant to which RivCoParks agreed to lease to BCVRPD and BCVRPD agreed to lease from  
18 RivCoParks portions of the Property for the operation and subsequent conveyance of the Property, and  
19 more particularly described in the Original Lease;

20 WHEREAS, the purpose of the Original Lease is to transition operation, management, and  
21 ownership of Property from RivCoParks to BCVRPD;

22 WHEREAS, BCVRPD is now ready to permanently assume responsibility of the operation,  
23 management, and ownership of the Property;

24 WHEREAS, RivCoParks and BCVRPD now desire to amend the Original Lease to shorten the term  
25 of the Original Lease, and amend the date of conveyance of the Property to BCVRPD;

26 WHEREAS, RivCoParks finds that the Property is exempt surplus land pursuant to California  
27 Government Code Section 54221(f)(1)(D) because RivCoParks is transferring to BCVRPD the Property for  
28 BCVRPD's use;

WHEREAS, RivCoParks has reviewed the matter and determined that the conveyance of the  
Property is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to



1 State CEQA Guidelines Section 15301 because Bogart Park is an existing Regional Park and will continue  
2 to be operated as a park and campground in the new Lease & Operating Agreement and Section  
3 15061(b)(3) Common Sense Exemption because it can be seen with certainty that there is no possibility the  
4 transfer will have an impact on the environment;

5 NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of  
6 Directors of the Riverside County Regional Park and Open-Space District ("Board of Directors") in regular  
7 session assembled on June 9, 2020, at 9:30 a.m., in the meeting room of the Board of Directors located on  
8 the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, that this Board  
9 finds that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to State  
10 CEQA Guidelines, Section 15301 because Bogart Park is an existing Regional Park and will continue to be  
11 operated as a park and campground in the new Lease & Operating Agreement and Section 15061(b)(3)  
12 Common Sense Exemption because it can be seen with certainty that there is no possibility the transfer will  
13 have an impact on the environment;

14 BE IT FURTHER RESOLVED AND DETERMINED that the Board of Directors hereby declares  
15 the Property to be exempt surplus land pursuant to California Government Code Section 54221(f)(1)(D).

16 BE IT FURTHER RESOLVED AND DETERMINED that the Board of Directors hereby approves  
17 the First Amendment to Lease and authorizes the Chairman of the Board to execute the same on behalf of  
18 the RivCoParks.

19 BE IT FURTHER RESOLVED AND DETERMINED that the Board of Directors authorizes the  
20 conveyance of the Property to the Beaumont-Cherry Valley Recreation and Park District and authorizes the  
21 Chairman of the Board to execute the Grant Deed on behalf of the District;

22 BE IT FURTHER RESOLVED AND DETERMINED that the General Manager, or designee, us  
23 authorized to take all actions necessary to administer the agreement including escrow instructions, statements  
24 and certifications, and execute future ministerial amendments that do not fundamentally change the scope or  
25 intent of the original agreement.

26 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Directors will  
27 give notice hereof as provided in Section 6061 of the Government Code.  
28

1 **BOARD OF DIRECTORS**

**RIVERSIDE COUNTY REGIONAL**  
**PARK AND OPEN-SPACE DISTRICT**

2 **RESOLUTION NO. 2020 - 03**

3 **APPROVAL OF FIRST AMMENDMENT TO LEASE AND OPERATING AGREEMENT AND**  
4 **AUTHORIZATION TO CONVEY INTERESTS IN REAL PROPERTY**  
5 **TO THE BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT**  
6 **COUNTY OF RIVERSIDE, CALIFORNIA**  
7 **ASSESSOR'S PARCEL NUMBER**  
8 **401-210-011**  
9 **BY GRANT DEED**

10 **ADOPTED by Riverside County Board of Supervisors on June 09, 2020.**

11 **ROLL CALL:**

12 **Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt**  
13 **Nays: None**  
14 **Absent: None**

15 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of  
16 Supervisors on the date therein set forth.

17 **KECIA R. HARPER, Clerk of said Board**

18 By:

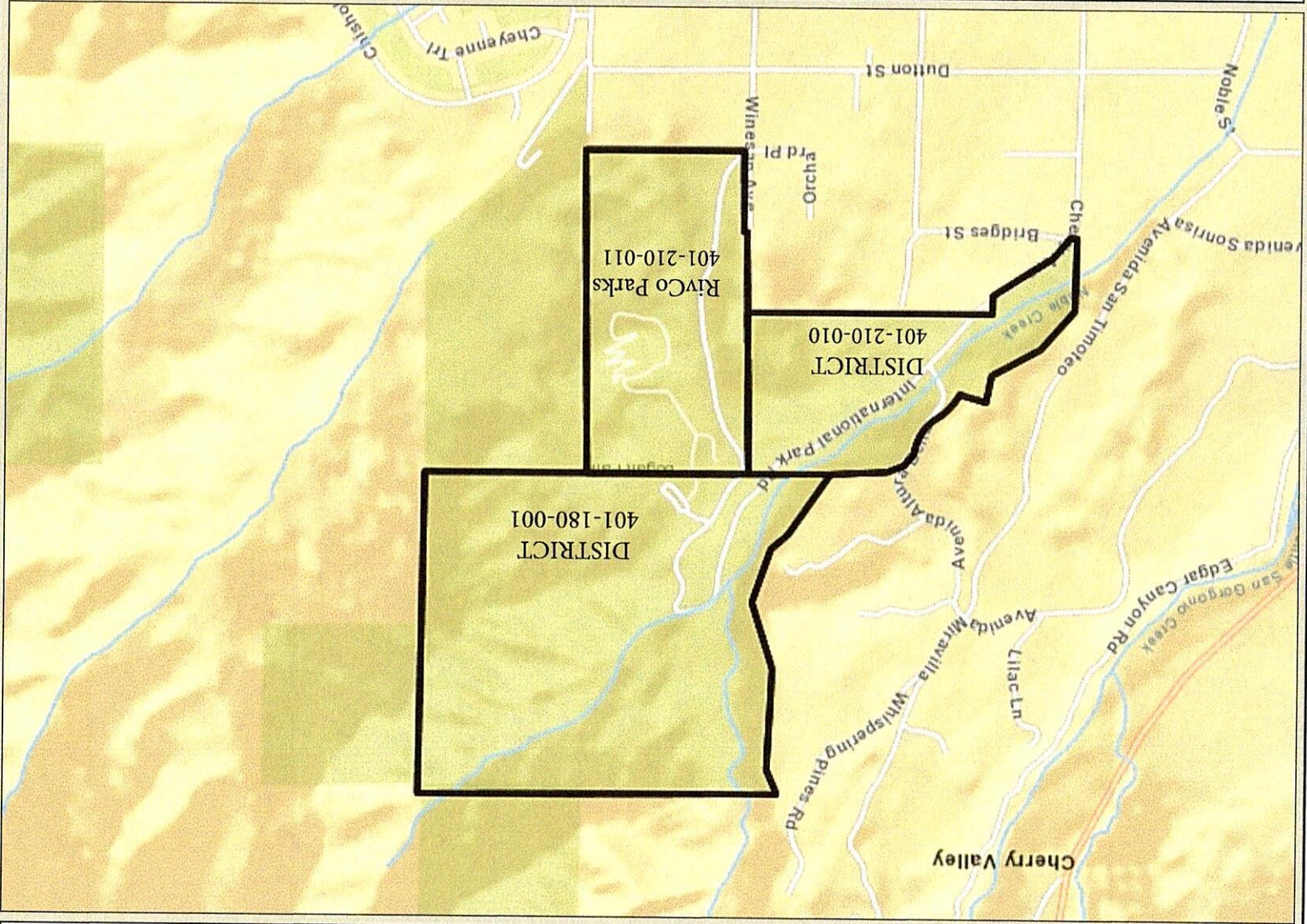


Deputy



# Exhibit A

Bogart Park Lease & Operating Agreement



0 1 2 3,009 Feet

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

© Riverside County GIS

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

## Notes

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

Legend  
 Blue Line Streams  
 City Areas  
 World Street Map





## LEASE AND OPERATING AGREEMENT

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

### RECITALS

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

## **COVENANTS**

### **ARTICLE I**

#### **PROPERTY AND TERM**

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

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

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

### **ARTICLE II**

#### **RENT, TAXES AND UTILITIES**

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

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



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

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

### **ARTICLE III**

#### **USE, MAINTENANCE, COMPLIANCE WITH LAWS, OBLIGATIONS**

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

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

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

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

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

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

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

Camping: Thursday through Sunday

Day Use: Thursday through Monday, 7 AM to sunset

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

#### **ARTICLE IV**

#### **FINANCING AND CONTRACTING WITH**

#### **THIRD PARTIES**

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



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

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

## ARTICLE V

### INSURANCE

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

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

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

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

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

(d). General Insurance Provisions - All lines:

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



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

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

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

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

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

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

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

## **ARTICLE VI**

### **DAMAGE OR DESTRUCTION**

#### **DURING TERM OF AGREEMENT**

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



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

## ARTICLE VII

### DEFAULT AND TERMINATION

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

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

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

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

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

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

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

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

## **ARTICLE IIX**

### **ENVIRONMENTAL PROTECTION AND HAZARDOUS WASTE**

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



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

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

## ARTICLE IX

### SURRENDER AND DISPOSITION OF PROPERTY

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

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

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

## ARTICLE X

### INDEMNIFICATION

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



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

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

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

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

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

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

*[Signatures on following page]*



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

**RIVCOPARKS**

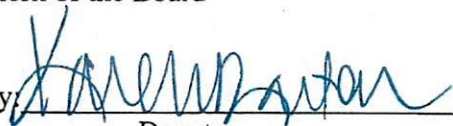
RIVERSIDE COUNTY REGIONAL  
PARK AND OPEN-SPACE DISTRICT

By:   
Chairman, Board of Directors  
**CHUCK WASHINGTON**

Dated: DEC 11 2018

**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board


By:   
Deputy

(Seal)

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By: 

 Wesley Stanfield  
Deputy County Counsel

**BCVRPD**

BEAUMONT CHERRY VALLEY  
RECREATION & PARK DISTRICT

By: 

Name: Duane Burk

Title: General Manager

Dated: 11-15-18

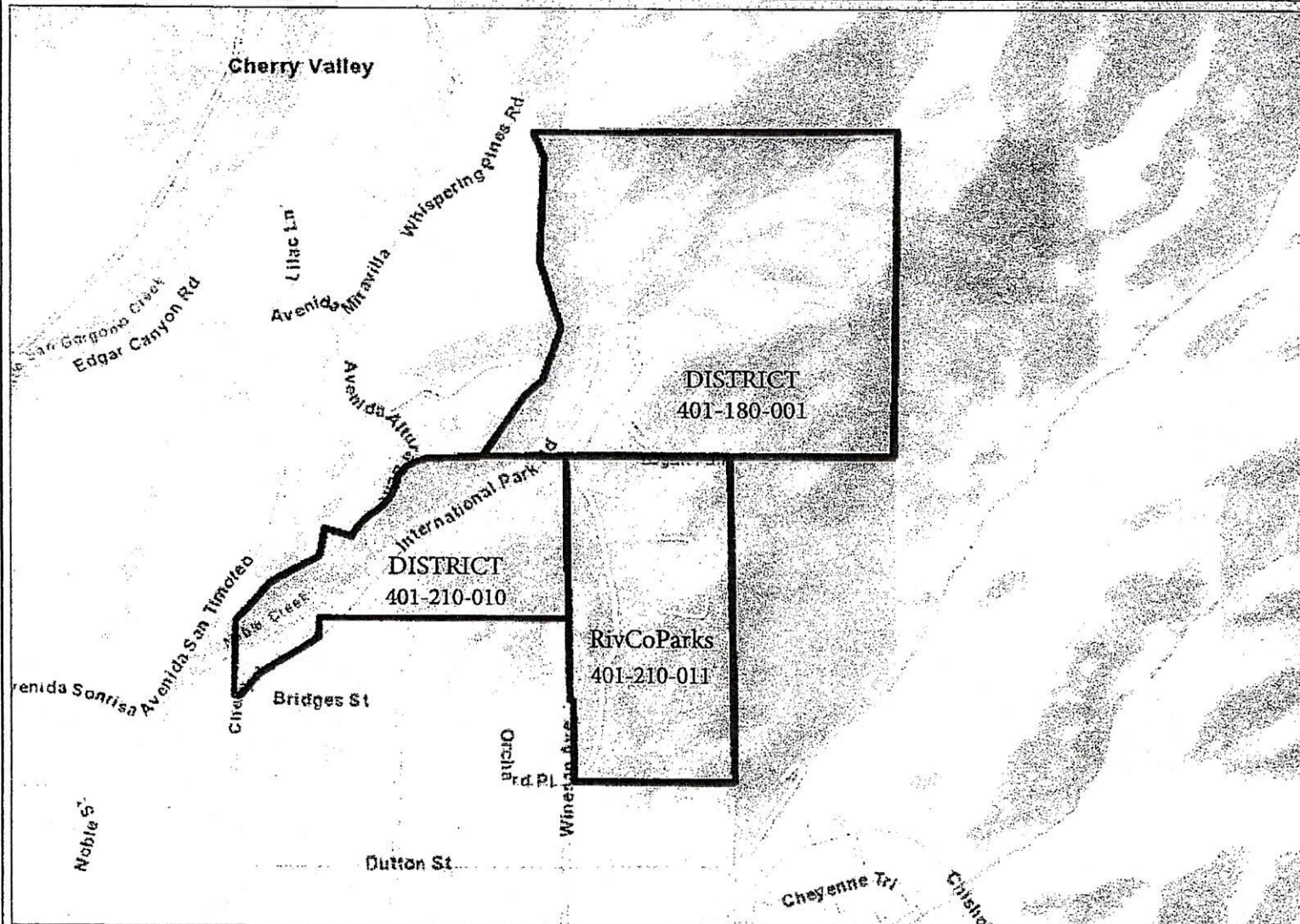
# Exhibit A

## Bogart Park Lease & Operating Agreement



### Legend

- Blueline Streams
- City Areas
- World Street Map



0 1 3,009 Feet  
505

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

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

© Riverside County GIS

### Notes

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



EXHIBIT "B"

Payment Schedule:

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

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

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

## Physical Assessment

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

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

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

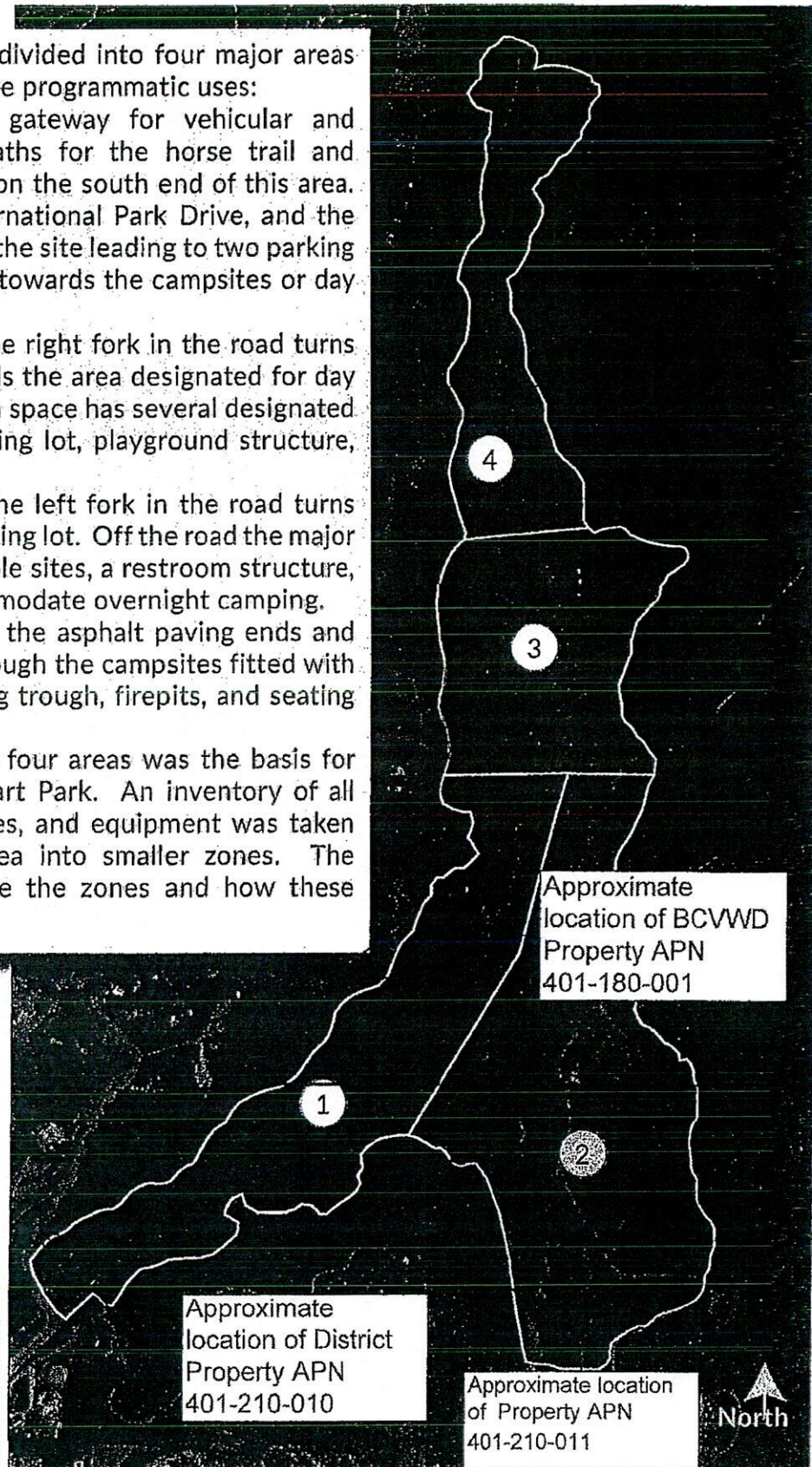
3) Camping Area - the left fork in the road turns north and leads to a parking lot. Off the road the major camping area has multiple sites, a restroom structure, and amenities to accommodate overnight camping.

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

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

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

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





## Assessment Summary

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

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

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

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

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

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

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

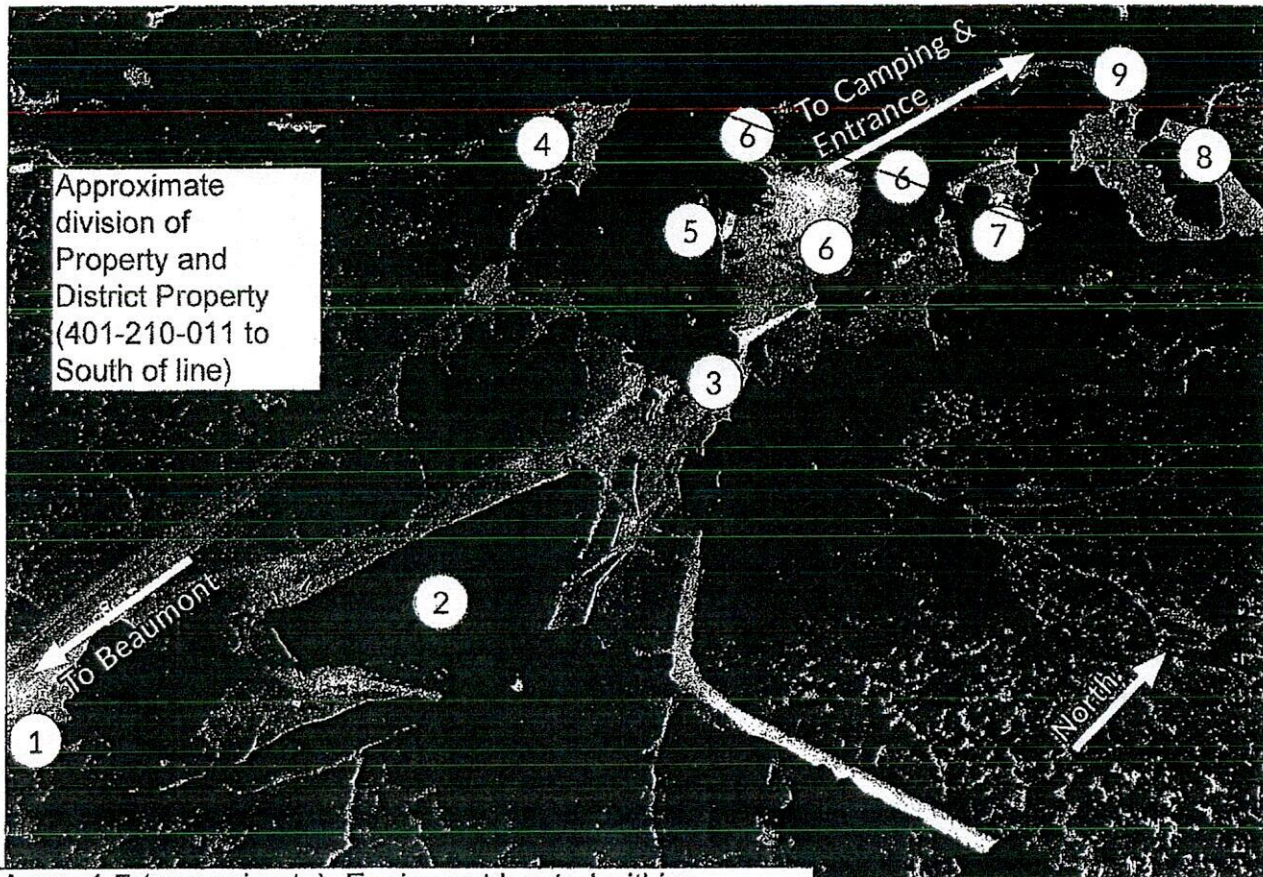
Similar to the Camping Area, the Equestrian area offers horse-centric amenities including a watering trough, hitching posts, and horse corrals. With one exception, all of the horse corrals are in good condition and the campsites offer the same amenities as the Camping Area.





## AREA 2

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



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

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

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

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

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

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



WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

**FIRST AMENDMENT TO LEASE AND OPERATING AGREEMENT BETWEEN  
RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT AND THE  
BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT FOR BOGART  
PARK**

THIS FIRST AMENDMENT TO LEASE AND OPERATING AGREEMENT ("First Amendment"), dated as of \_\_\_\_\_, 2020, is entered into by and between RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a park and open-space district created pursuant to California Public Resources Code Div.5, Ch.3, Art.3, ("RivCoParks"), as lessor, and BEAUMONT-CHERRY VALLEY RECREATION AND PARK DISTRICT, a district created pursuant to California Public Resources Code Div. 5, Ch. 4, Art. 1 ("BCVRPD"), as lessee, sometimes collectively referred to as the "Parties".

**RECITALS**

- A. RivCoParks and BCVRPD entered into that certain Lease and Operating Agreement, dated December 11, 2018, (the "Original Lease") pursuant to which RivCoParks agreed to lease to BCVRPD and BCVRPD agreed to lease from RivCoParks portions of Bogart Park located at 9600 International Park Road ("Property") for the operation and subsequent conveyance of the Property, as more particularly described in the Original Lease;
- B. The purpose of the Original Lease is to transition operation, management, and ownership of Bogart Park from RivCoParks to BCVRPD;
- C. BCVRPD is now ready to permanently assume responsibility of the operation, management, and ownership of the Property; and
- D. The Parties now desire to amend the Original Lease to shorten the term of the Original Lease and amend the date of the conveyance of the Property to BCVRPD.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

- 1. TERM. Section 1.2 of the Original Lease is hereby deleted in its entirety and replaced with the following:

The term of this Agreement shall commence on the Effective Date as defined in Section 1.1 and expire on June 30, 2020 ("Term").

- 2. CONVEYANCE of PROPERTY. Section 9.1 of the Original Lease is hereby deleted in its entirety and replaced with the following:

Upon Expiration of the Agreement, the Parties shall each execute and deliver to the other the donation agreement ("Donation Agreement") in substantially the

same form as the attached Exhibit "D", and the grant deed ("Grant Deed") in substantially the same form as the attached Exhibit "E", each effective upon full execution. The duly executed, delivery, and accepted Donation Agreement and Grant Deed will collectively be referred to as the "Conveyance".

3. EXHIBIT D. Exhibit "D" to the Original Lease is hereby deleted in its entirety and replaced with the attached Exhibit "D".
4. CAPITALIZED TERMS. First Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Lease, as heretofore amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Lease, as heretofore amended, and shall supplement the remaining provisions thereof.
5. MISCELLANEOUS. Except as amended or modified herein, all the terms of the Original Lease shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this Amendment and the Lease and each and all of their respective provisions. Subject to the provisions of the Lease as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this Amendment or the Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Lease and all such other provisions shall remain in full force and effect. The language in all parts of the Lease shall be construed according to its normal and usual meaning and not strictly for or against either Lessor or Lessee. Neither this Amendment, nor the Original Lease, nor any notice nor memorandum regarding the terms hereof, shall be recorded by Lessee.
6. EFFECTIVE DATE. This First Amendment to Lease shall not be binding or consummated until its approval by the District Board of Directors and fully executed by the Parties.

///  
///



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

Date: \_\_\_\_\_, 2020

**BCVRPD:**

BEAUMONT-CHERRY VALLEY  
RECREATION & PARK DISTRICT, a  
district created pursuant to California  
Public Resources Code Div. 5, Ch. 4, Art. 1

By: \_\_\_\_\_  
Its: President

APPROVED AS TO FORM:

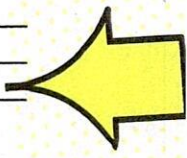
By: \_\_\_\_\_

Date: \_\_\_\_\_, 2020

**PARKS:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



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

By: Wesley W. Stanfield  
Wesley W. Stanfield  
Deputy County Counsel

Exhibit "D"

**DONATION AGREEMENT**

THIS DONATION AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Div. 5, Ch. 3, Art. 3, ("Donor") and the BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT, a district created pursuant to California Public Resources Code Div. 5, Ch. 4, Art. 1 ("BCVRPD"). Donor and BCVRPD are sometimes individually referred to as "Party" and collectively as "Parties."

**RECITALS**

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

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

WHEREAS, BCVRPD is now ready to permanently assume responsibility of the operation, management, and ownership of the Property; and

**OPERATIVE PROVISIONS**

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

1. Dedication of Property. Donor shall offer to dedicate the Property to Parks and Parks shall accept the offer of dedication of the Property, or interest therein, upon the terms and conditions set forth in this Agreement. The Property shall be conveyed to BCVRPD on June 30, 2020 ("Date of Transfer"), by execution and delivery of a grant deed in the form attached hereto as Exhibit "B", and incorporated herein by reference. BCVRPD shall pay the cost of recording the deed, and any title policy it elects to purchase.
2. BCVRPD shall agree to continue to use the Property for park and open-space purposes and shall not convey the Property without the consent of a majority of the voters of the BCVRPD District at an election called and conducted by the Board of BCVRPD pursuant to Public Resource Code section 5540, or unless otherwise permitted by law.



Exhibit "D"

3. Obligations of Donor.

3.1. Fee Interest. Upon acceptance by BCVRPD, Donor shall convey, assign and transfer its fee interest in the Property to BCVRPD, subject to all matters of record or which would be determined based on a survey or inspection of the Property. BCVRPD obligation to accept the Property shall be subject to BCVRPD's determination that the condition of the Property is acceptable to it, in BCVRPD's sole discretion.

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

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

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

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

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

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

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

Exhibit "D"

- (i) BCVRPD's approval of the condition of the Property and title to the Property;
- (ii) The representations and warranties of Donor set forth in in this Agreement shall be true and accurate as of the Date of Transfer;
- (iii) Donor's timely performance of all obligations under this Agreement;
- (iv) No adverse material change shall have occurred with respect to the condition of the Property.

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

To Donor: Riverside County Regional Park and Open Space District  
Attn: Kyla Brown, Parks Director/General Manager  
4600 Crestmore Road  
Riverside, CA 92509  
Phone: (951) 955-4310

With copy to: Office of County Counsel  
Attn: Wesley Stanfield, Deputy County Counsel  
3960 Orange Street, Suite 500  
Riverside, CA 92501  
Phone: (951) 955-6300

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

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

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



Exhibit "D"

9. Entire Agreement. This Agreement is the result of negotiations between the Parties and is intended by the Parties to be a final expression of their understanding with respect to the matters herein contained. This Agreement supersedes any and all other prior agreements and understandings, oral or written, in connection therewith. No provision contained herein shall be construed against BCVRPD solely because it prepared this Agreement in its executed form.

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

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

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

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

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

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

**[Signatures on the following pages]**

Exhibit "D"

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

Date: \_\_\_\_\_, 2020

**BCVRPD:**

BEAUMONT-CHERRY VALLEY  
RECREATION & PARK DISTRICT, a  
district created pursuant to California  
Public Resources Code Div. 5, Ch. 4, Art. 1

By: \_\_\_\_\_  
Its: President

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2020

**PARKS:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

By: \_\_\_\_\_  
Wesley W. Stanfield  
Deputy County Counsel



Exhibit "D"

**EXHIBIT "A"**

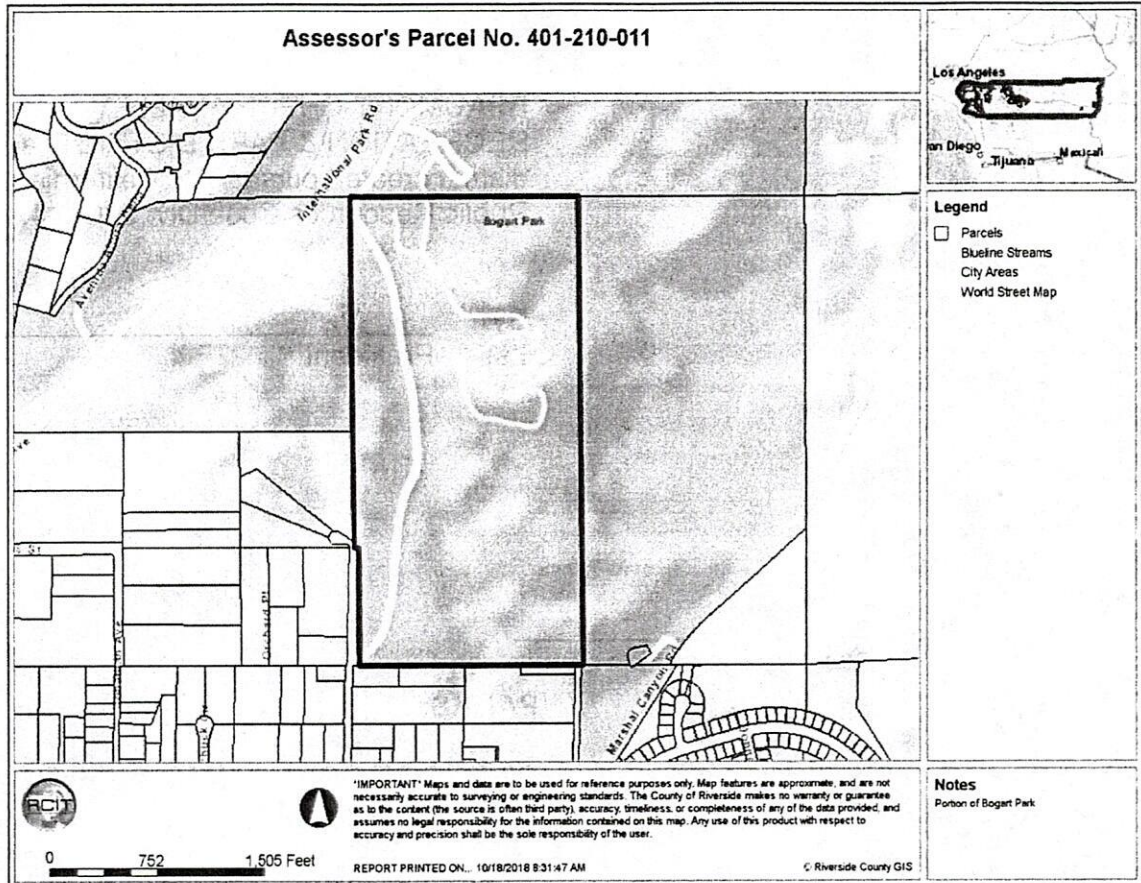


Exhibit "D"

EXHIBIT "A"

Legal Description

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

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

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

Assessor's Parcel Number: 401-210-011



Exhibit "D"

EXHIBIT "B"

GRANT DEED

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The Undersigned Grantor(s) Declare(s):

DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_

[    computed on full value of property conveyed, OR  
]

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

[    unincorporated area; [ ] City of \_\_\_\_\_  
]

**GRANT DEED**

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

Does hereby grant to

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

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

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

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





EXHIBIT "A"

Legal Description

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

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

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

Assessor's Parcel Number: 401-210-011



## DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Div. 5, Ch. 3, Art. 3, ("Donor") and the BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT, a district created pursuant to California Public Resources Code Div. 5, Ch. 4, Art. 1 ("BCVRPD"). Donor and BCVRPD are sometimes individually referred to as "Party" and collectively as "Parties."

### RECITALS

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

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

WHEREAS, BCVRPD is now ready to permanently assume responsibility of the operation, management, and ownership of the Property; and

### OPERATIVE PROVISIONS

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

1. Dedication of Property. Donor shall offer to dedicate the Property to Parks and Parks shall accept the offer of dedication of the Property, or interest therein, upon the terms and conditions set forth in this Agreement. The Property shall be conveyed to BCVRPD on June 30, 2020 ("Date of Transfer"), by execution and delivery of a grant deed in the form attached hereto as Exhibit "B", and incorporated herein by reference. BCVRPD shall pay the cost of recording the deed, and any title policy it elects to purchase.
2. BCVRPD shall agree to continue to use the Property for park and open-space purposes and shall not convey the Property without the consent of a majority of the voters of the BCVRPD District at an election called and conducted by the Board of BCVRPD pursuant to Public Resource Code section 5540, or unless otherwise permitted by law.

3. Obligations of Donor.

3.1. Fee Interest. Upon acceptance by BCVRPD, Donor shall convey, assign and transfer its fee interest in the Property to BCVRPD, subject to all matters of record or which would be determined based on a survey or inspection of the Property. BCVRPD obligation to accept the Property shall be subject to BCVRPD's determination that the condition of the Property is acceptable to it, in BCVRPD's sole discretion.

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

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

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

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

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

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

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



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

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

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

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

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

To Donor: Riverside County Regional Park and Open Space District  
Attn: Kyla Brown, Parks Director/General Manager  
4600 Crestmore Road  
Riverside, CA 92509  
Phone: (951) 955-4310

With copy to: Office of County Counsel  
Attn: Wesley Stanfield, Deputy County Counsel  
3960 Orange Street, Suite 500  
Riverside, CA 92501  
Phone: (951) 955-6300

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

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

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

9. Entire Agreement. This Agreement is the result of negotiations between the Parties and is intended by the Parties to be a final expression of their understanding with respect to the matters herein contained. This Agreement supersedes any and all other prior agreements and understandings, oral or written, in connection therewith. No provision contained herein shall be construed against BCVRPD solely because it prepared this Agreement in its executed form.

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

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

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

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

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

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

**[Signatures on the following pages]**



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

Date: \_\_\_\_\_, 2020

**BCVRPD:**

BEAUMONT-CHERRY VALLEY  
RECREATION & PARK DISTRICT, a  
district created pursuant to California  
Public Resources Code Div. 5, Ch. 4, Art. 1

By: \_\_\_\_\_  
Its: President

APPROVED AS TO FORM:

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2020

**PARKS:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

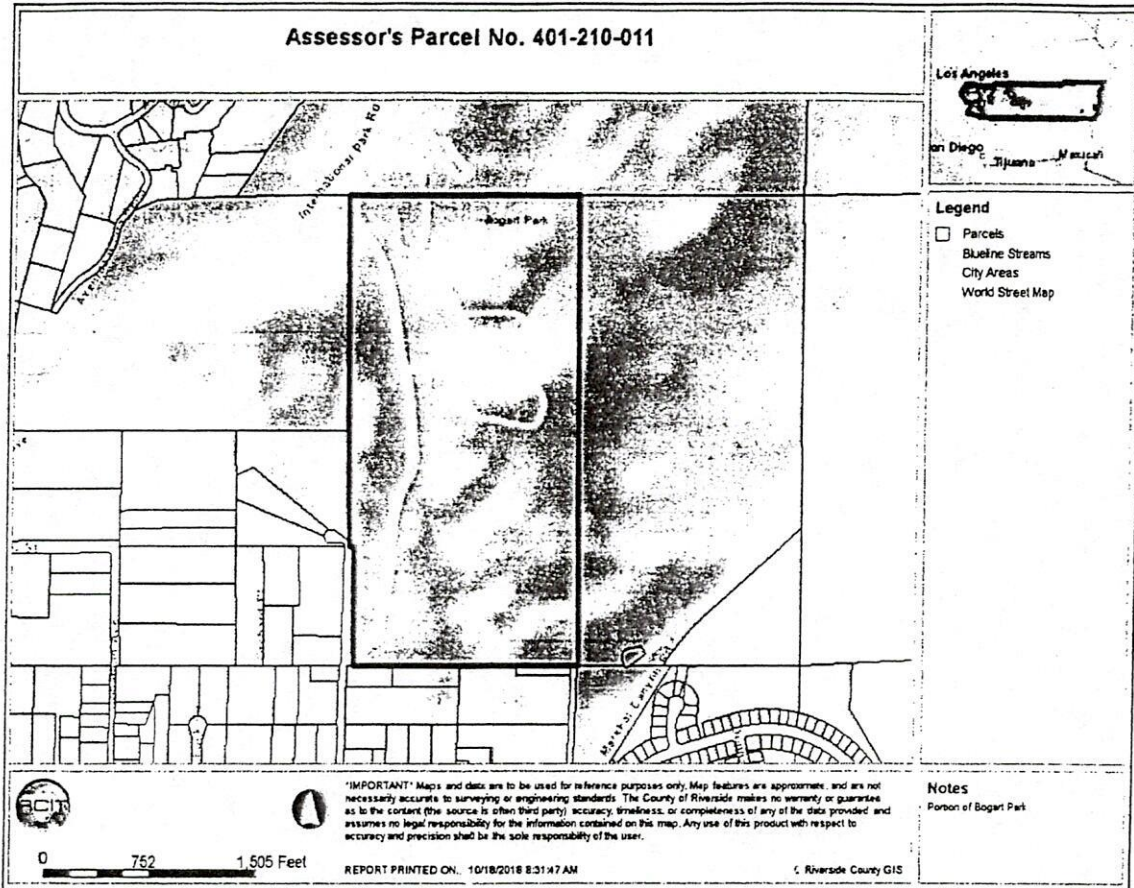
APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

By:  \_\_\_\_\_  
Wesley W. Stanfield  
Deputy County Counsel



## EXHIBIT "A"





## EXHIBIT "A"

### Legal Description

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

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

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

Assessor's Parcel Number: 401-210-011

EXHIBIT "B"

GRANT DEED



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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The Undersigned Grantor(s) Declare(s):

DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_

[    computed on full value of property conveyed, OR  
]

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

[    unincorporated area; [ ] City of \_\_\_\_\_  
]

**GRANT DEED**

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

Does hereby grant to

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

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

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

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

—

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

By: \_\_\_\_\_  
Its: Chairman, Board of Directors

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

STATE OF CALIFORNIA )  
 )  
COUNTY OF RIVERSIDE )

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_  
Signature of Notary Public



EXHIBIT "A"

Legal Description

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

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

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

Assessor's Parcel Number: 401-210-011