

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



**ITEM: 13.1
(ID # 12760)**

MEETING DATE:

FROM: Regional Parks and Open Space District:

Tuesday, June 23, 2020

SUBJECT: REGIONAL PARK & OPEN-SPACE DISTRICT: Adoption of Resolution No. 2020-08, Accepting Fee Simple Interest in Real Property known as Peter McIntyre Park Located Near the City of Blythe In an Unincorporated Area of Riverside County, Assessor's Parcel Number 875-202-003, By Quitclaim Deed From the County of Riverside; Approval of Transfer Agreement between County of Riverside and Riverside County Regional Park & Open-Space District for Peter McIntyre Park; Approval of Amended and Restated Lease and Concession Agreement between Riverside County Regional Park & Open-Space District and Destiny McIntyre LLC for Peter McIntyre Park; CEQA Exempt; District 4; [\$0] [Clerk of the Board to File Notice of Exemption] Companion Item to MT Item No. 12483

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 exemption, and Section 15061(b)(3), "Common Sense" exemption;
2. Adopt Resolution No. 2020-08, Accepting Fee Simple Interest in Real Property known as Peter McIntyre Park Located Near the City of Blythe in an Unincorporated Area of Riverside County, Assessor's Parcel Number 875-202-003, By Quitclaim Deed from the County of Riverside;
3. Approve Transfer Agreement between County of Riverside and Riverside County Regional Park & Open-Space District ("RivCoParks") for Peter McIntyre Park, and authorize the Chairman of the Board to execute the same on behalf of RivCoParks;

Continued on Page 2

ACTION: Consent

Kyla R. Brown, General Manager

6/3/2020

MINUTES OF THE BOARD OF DIRECTORS

On motion of Supervisor Washington, seconded by Supervisor Hewitt 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 23, 2020
xc: Parks

Kecia R. Harper
Clerk of the Board

By:
Deputy

(companion item 3.7)

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

4. Approve the Amended and Restated Lease and Concession Agreement between Riverside County Regional Park & Open-Space District and Destiny McIntyre LLC for Peter McIntyre Park, and authorize the Chairman of the Board to execute the same on behalf of RivCoParks;
5. Authorize the General Manager, or designee, to execute any other necessary documents and administer all actions necessary to complete the conveyance;
6. Direct the Clerk of the Board to return two (2) copies of the executed Transfer Agreement and four (4) copies of the executed Amended and Restated Lease and Concession Agreement to RivCoParks; and
7. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval by the Board.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|------------------------------|-----------------------------|--------------------------|---------------------------|---------------------|
| COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: None | | | Budget Adjustment: | No |
| | | | For Fiscal Year: | |
| | | | 19/20 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside ("County") is the owner of record of approximately 25.82 acres of land located at 8750 Peter D. McIntyre Ave., Blythe, CA 92225, also known as Peter McIntyre Park ("McIntyre Park"). On December 30, 1974, Minute Order 1.3, your Honorable Board approved a concession contract with California East Coast, Inc. ("CEC") for McIntyre Park. On October 7, 1985, per Minute Order 4.3, the County and CEC entered into a fifteen-year lease agreement ("Lease") for the maintenance and operations of McIntyre Park. The lease has been amended three times and was assigned to Destiny McIntyre LLC ("Destiny"), the current lessee. The Riverside County Regional Park & Open-Space District ("RivCoParks") has been managing McIntyre Park and administering the Lease with Destiny since its formation in 1990. The County desires to convey its fee interest in McIntyre Park to RivCoParks, and RivCoParks desires to accept the interest by Resolution No. 2020-08 and the attached Transfer Agreement.

Upon approval of Resolution No. 2020-08 and the attached Transfer Agreement, and the subsequent execution of the Quitclaim Deed conveying fee interest in the property, RivCoParks will become the fee owner of the property and enter into the attached Amended and Restated Lease and Concession Agreement with Destiny.

Pursuant to the California Environmental Quality Act (CEQA), the project – the conveyance of McIntyre Park – was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines 15301, Class 1 – Existing Facilities exemption, and Section 15061(b)(3), "Common Sense" exemption, as the proposed project is merely the conveyance of

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

title to real property and does not involve construction or development; therefore, no significant impact to the environment will occur.

Destiny requested the Amended and Restated Lease and Concession Agreement in order to combine the various administrative updates to the Lease and to extend the term to expire in 2035 to allow for adequate time to amortize proposed solar facilities being installed on the property. The added solar facilities are a requirement of the Amended and Restated Lease and Concession Agreement, which will remain RivCoParks property at the expiration of the lease.

County Counsel reviewed and approved Resolution No. 2020-08 and the attached agreements as to form. A companion item appears on the County of Riverside Agenda this same date.

Impact on Citizens and Businesses

The continued operation of McIntyre Park by Destiny helps support tourism in the Blythe area. The resort offers recreational amenities on the Colorado River, including overnight camping, fishing, and boat access.

Additional Fiscal Information

Annual concession revenue earned by RivCoParks for this lease has averaged about \$72,500 for the last fifteen years. In the last four years this amount has grown by approximately 5% each year; the District's FY18-19 total revenue from this lease was \$84,465. This ongoing revenue source is used to supplement operations at the District's other Regional Parks in the surrounding area.

Attachments

Resolution No. 2020-08

Transfer Agreement with County of Riverside

Amended and Restated Lease & Concession Agreement with Destiny McIntyre LLC

Notice of Exemption


Douglas Cordonez Jr. 6/8/2020


Gregory L. Priamos, Director County Counsel 6/4/2020

To: 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

Project Title: Peter McIntyre County Park Acceptance of Conveyance from County

Project Applicant: Riverside County Regional Park & Open-Space District

Project Location-Specific: 8750 Peter D McIntyre Ave, Blythe, CA 92225

Project Location-City: Blythe

Project Location-County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:

Conveyance of fee interest in Peter McIntyre County Park from County of Riverside to Riverside County Regional Park & Open-Space District.

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

Name of Public 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 9Sec. 21080(b)(4); 15269 (b)(c));
- € **Categorical Exemption. State type and section number: 15031 Existing Facilities and 15061(b)(3) Common Sense Exemption**

Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on.
7/7/20 Date YR Initial

Reasons why project is exempt:

The conveyance of the Property is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15031 – Existing Facilities exemption, and Section 15601(b)(3), "Common Sense" exemption, as the proposed project is merely the conveyance of title to real property and does not involve construction or development; therefore, no significant impact on the environmental will occur.

Lead Agency Contact: Analicia Gomez

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: 6/4/2020 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:

JUN 23 2020 13.1

1 Board of Directors

Riverside County Regional
Park & Open-Space District

4 RESOLUTION NO. 2020-08

5 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY
6 REGIONAL PARK & OPEN-SPACE DISTRICT ACCEPTING FEE SIMPLE INTEREST IN
7 REAL PROPERTY KNOWN AS PETER MCINTYRE PARK, LOCATED NEAR THE CITY
8 OF BLYTHE, IN AN UNINCORPORATED AREA OF RIVERSIDE COUNTY, ASSESSOR'S
9 PARCEL NUMBER 875-202-003, BY QUITCLAIM DEED FROM THE COUNTY OF
10 RIVERSIDE

13 **WHEREAS**, the Riverside County Regional Park & Open-Space District
14 (“RivCoParks”) may take by grant, devise and hold title of any interest in real property to further
15 its goals and objectives; and

16 **WHEREAS**, the County of Riverside (“County”) acquired fee simple interest for Peter
17 McIntyre Park, located in an unincorporated area of Riverside County, near the City of Blythe,
18 consisting of 25.82 acres, identified by Assessor’s Parcel Number 875-202-003 (“Property”);

19 **WHEREAS**, the County desires to convey to RivCoParks, and RivCoParks desires to
20 accept, fee simple interest in the Property;

21 **WHEREAS**, the County and RivCoParks concur that it would be in both parties best
22 interest to transfer fee simple interest in the Property to RivCoParks;

23 **WHEREAS**, RivCoParks has reviewed and determined that the conveyance of the
24 Property to RivCoParks as being categorically exempt from the California Environmental
25 Quality Act (“CEQA”) pursuant to State CEQA Guidelines Section 15031 – Existing Facilities
26 exemption, and Section 15601(b)(3), “Common Sense” exemption, as the proposed project is
27 merely the conveyance of title to real property and does not involve construction or
28 development; therefore, no significant impact on the environmental will occur; and

Gregory P. Priamos, County Counsel

Thomas Oh, Deputy County Counsel

JUN 23 2020 13:1

1 **WHEREAS**, on June 9, 2020 the County of Riverside authorized the conveyance of the
2 aforementioned fee simple interest in real property to the District as permitted in California
3 Government Code Sections 25521.5 and 25365; now, therefore

4 **BE IT RESOLVED, DETERMINED AND ORDERED** by the Board of Directors of
5 the Riverside County Regional Park and Open-Space District, in regular session assembled on
6 June 16, 2020, in the meeting room of the Board of Directors located on the 1st floor of the
7 County Administrative Center, 4080 Lemon Street, Riverside, California, that this Board, based
8 upon a review of the evidence and information presented on the matter, as it relates to the
9 conveyance has determined that the proposed conveyance of the Property is categorically
10 exempt from CEQA pursuant to State CEQA Guidelines Section 15031 – Existing Facilities
11 exemption, and Section 15061(b)(3), “Common Sense” exemption because it can be seen with
12 certainty that there is no possibility that the activity in question will have a significant effect on
13 the environment because it merely involves the conveyance of title to real property and no
14 construction activities or development is to occur.

15 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this Board
16 accepts the conveyance of the hereinafter described property by Quitclaim Deed to the
17 Riverside County Regional Park & Open Space District: Certain fee interest in real property
18 located in the unincorporated area of Riverside County near the City of Blythe, County of
19 Riverside, State of California, identified with Assessor’s Parcel Number 875-202-003, more
20 particularly described in Exhibit “A”, Legal Description, attached hereto and made a part
21 hereof.

22 **BE IT FURTHER RESOLVED AND DETERMINED** that the Chairman of the Board
23 is hereby authorized to execute the certificate of acceptance on behalf of RivCoParks for
24 attachment to the Quitclaim Deed necessary for recordation thereof.

25 **BE IT FURTHER RESOLVED AND DETERMINED** that the General Manager of
26 RivCoParks is authorized to execute any other necessary documents and administer all actions
27 necessary to complete the conveyance of real property and this transaction.
28

EXHIBIT "A"

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

That portion of Parcel 1, Section 34, Township 7 South, Range 23 East, in the County of Riverside, State of California, s shown by Record of Survey, on file in Book 17, Page 92 of Records of Surveys, Riverside, County Recorders, described as follows:

Commencing at the Southwest corner of Section 34, as shown on said Record of Survey, said point being on the Easterly extension of the Southerly boundary of Section 32, Township 7 South, Range 23 East, San Bernardino Base and Meridian;

Thence East on the Southerly boundary of said Section 34. 83 feet, to a point thereon, said point being the true point of beginning; said point, also being the Southeast corner of that certain 60 feet wide Parcel of land known as Intake Boulevard conveyed to the County of Riverside by deed recorded May 8, 1951 in Book 1269, Page 202 of Official Records, Riverside County Records;

Thence North $1^{\circ}07'00''$ West, on the East line of said Intake Boulevard, parallel with the West line of said Section 34, 730 feet;

Thence East, parallel with the South line of said Section 34, 1595 feet, more or less, to a point on the West bank of the Colorado River, as shown on said record of survey;

Thence South $1^{\circ}28'40''$ West, on said West bank, 730 feet, more or less, to a point on said Southerly boundary of Section 34;

Thence West on said Southerly boundary of Section 34, 1561 feet, more or less, to the point of beginning;

Also excepting from the above described property any portion thereof located in the drains, canals or levees of the Palo Verde Irrigation District.

Also excepting therefrom all riparian rights in and to the waters of the Colorado River pertaining or appurtenant to said real property.

Said property lies Easterly of the Easterly line of the United States Government Survey of 1874 and is commonly referred to as accretion lands.

Assessor's Parcel Number: 875-202-003

1 BOARD OF DIRECTORS

RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT

2
3 RESOLUTION NO. 2020 - 08

4 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY REGIONAL
5 PARK & OPEN-SPACE DISTRICT ACCEPTING FEE SIMPLE INTEREST IN REAL PROPERTY
6 KNOWN AS PETER MCINTYRE PARK, LOCATED NEAR THE CITY OF BLYTHE IN AN
7 UNINCORPORATED AREA OF RIVERSIDE COUNTY, ASSESSOR'S PARCEL
8 NUMBER 875-202-003, BY QUITCLAIM DEED FROM THE COUNTY OF RIVERSIDE

9 ADOPTED by Riverside County Board of Supervisors on June 23, 2020.

10 ROLL CALL:

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

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

16 KECIA R. HARPER, Clerk of said Board

17 By: 
18 Deputy

TRANSFER AGREEMENT
BY AND BETWEEN
THE COUNTY OF RIVERSIDE
AND
RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT

This ~~TRANSFER~~ AGREEMENT ("Agreement") is made and effective on JUN 23 2020 ("Effective Date") by and between The County of Riverside, a political subdivision of the State of California ("COUNTY"), and the 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 ("RIVCOPARKS"). COUNTY and RIVCOPARKS may sometimes hereinafter collectively be referred to as the "Parties".

RECITALS

WHEREAS, the COUNTY is the owner of a park property consisting of 25.82 acres, identified with Assessor's Parcel Number 875-202-003, as more particularly described in Exhibit "A", attached hereto and made apart hereof, located near the City of Blythe in an unincorporated area of the County of Riverside, State of California ("Property");

WHEREAS, the COUNTY desires to convey the Property to RIVCOPARKS, and RIVCOPARKS desires to accept fee title to the Property so RIVCOPARKS may manage the Property more effectively;

WHEREAS, pursuant to Government Code Section 25521.5, the Board of Supervisors of the County of Riverside may transfer to the Riverside County Regional Park and Open-Space District, without a vote of the electors of the County first being taken, any real or personal property belonging to the County;

WHEREAS, pursuant to Government Code Section 25365, the COUNTY may transfer interests in real property or interest therein, belonging to the COUNTY to another public agency, upon the terms and conditions as agreed upon and without complying with any other provisions of the Government Code, if the property or interest therein to be conveyed is not required for COUNTY use;

WHEREAS, the transfer of Property is exempt from the California Surplus Land Act pursuant to California Government Code Section 54221(f)(1)(D) because the COUNTY is transferring surplus land to RIVCOPARKS for RIVCOPARK's use; and

WHEREAS, the COUNTY and RIVCOPARKS desire to enter into this Agreement to provide the terms and conditions for the conveyance of the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

AGREEMENT

1. **Transfer of the Property.** Within sixty (60) days of full execution of this Agreement, COUNTY shall convey and transfer to RIVCOPARKS the fee title to the Property substantially in the form of Quitclaim Deed ("Deed"), attached hereto as Exhibit "B" and by this reference incorporated herein, for the consideration described herein. The transfer of Property shall be consummated pursuant to the terms and conditions of this Agreement.

2. **PROPERTY TRANSFERED IN "AS-IS" CONDITION.**

2.1 DISTRICT acknowledges that the Property is being transferred in "as-is" condition, as of the date of this Agreement, without warranty, and that COUNTY is not responsible for making corrections or repairs of any nature. RIVCOPARKS further acknowledges that COUNTY has made no representations or warranties regarding the Property, including, but not limited to:

- A. Property lines and boundaries;
- B. Square footage, and lot size;
- C. Type, size, adequacy, capacity, and condition of sewer systems and components;
- D. Possible absence of required governmental permits, inspections, certificates, or other determinations affecting the Property;
- E. Limitations, restrictions, and requirements affecting the use of the Property, future development, zoning, building, and size;
- F. Governmental restrictions which may limit the amount of rent that can lawfully be charged and/or the maximum number of persons who can lawfully occupy the Property;
- G. Water and utility availability and use restrictions;
- H. Potential environmental hazards, including asbestos, formaldehyde, radon, methane, other gases, lead-based paint, other lead contamination, fuel or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions;
- I. Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, proximity to commercial, industrial, or agricultural activities, crime statistics, fire protection, other governmental services, existing and proposed transportation, construction, and development which may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, or other nuisances, hazards, or circumstances;

- J. Geologic/seismic conditions, soil and terrain stability, suitability, and drainage; and
- K. Conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of RIVCOPARKS.

2.2 RIVCOPARKS represents and warrants to COUNTY that RIVCOPARKS and/or RIVCOPARKS representatives and employees have made their own independent inspections, investigations, tests, surveys, and other studies of the Property and agrees to accept the Property in "as-is" condition.

3. **Closing Date.** This transaction shall close when the Parties have timely performed their respective obligations within sixty (60) days following the full approval and execution of this Agreement ("Closing Date").

4. **COUNTY's Obligations and Conditions Precedent to Close of this Transaction.** For the benefit of RIVCOPARKS, the close of this transaction shall be conditioned upon the timely performance by COUNTY of all obligations required of COUNTY by the terms of this Agreement.

5. **RIVCOPARKS' Obligations and Conditions Precedent to Close of this Transaction.** For the benefit of COUNTY, the close of this transaction shall be conditioned upon the timely performance by RIVCOPARKS of all obligations required of RIVCOPARKS by the terms of this Agreement.

6. **Mutual Obligations.** The following terms and conditions are part of the consideration and material to the transfer of this Property. The Parties shall be due the benefit of the consideration and rights created herein until such time full performance of the all the obligations is complete.

7. **Cooperation.** The Parties agree to cooperate with each other in the implementation of this Agreement and perform any and all acts necessary to carry out the intent of the transfer. Without limiting the foregoing, the Parties agree to provide necessary approvals, and execute, acknowledge, and deliver any and all additional papers, documents and other assurances as may be necessary to carry out the intent of the Agreement. The Parties intend that execution and delivery of the Deed by the COUNTY to RIVCOPARKS will occur within the times described in Section 3 and after the Parties have performed all the necessary activities to proceed with the conveyance and have obtained authorization from its respective governing bodies.

8. **Notice.** Any notice to be given or other document(s) to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

If to the COUNTY:

If to RIVCOPARKS:

County of Riverside
Facilities Management
Deputy Director of Real Estate
3403 10th Street Suite 400
Riverside, CA 92501
951-955-4820

General Manager
Riverside County Regional Park and
Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

9. **Conflict of Interest.** No member, official or employee of the COUNTY or RIVCOPARKS shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.

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

11. **Assignment.** This Agreement shall not be assigned by either Party, either in whole or in part, without the prior written consent of the non-assigning Party. Any assignment or purported assignment of this Agreement without the prior written consent of the non-assigning Party will be deemed void and of no force or effect.

12. **Governing Law and Jurisdiction.** The Parties agree that in the exercise of this Agreement, the Parties shall comply with all applicable federal, state, county and local laws, and regulations in connection with this transaction. The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions shall be determined in accordance with the laws of the State of California. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement 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.

13. **Paragraph Titles.** The paragraph titles of this Agreement are (i) inserted only for the convenience of the Parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the Agreement to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this Agreement or in any way affect the agreement of the Parties set out in this Agreement.

14. **Ambiguities.** Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.

15. **Entire Agreement.** This Agreement embodies the entire agreement between

the Parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the Parties at the time of execution of this Agreement. This Agreement may only be modified or amended by the mutual consent of the Parties in writing.

16. **Authority to Execute.** The individuals executing this Agreement and the instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective Parties to the terms and conditions hereof and thereof.

17. **Counterparts.** The Parties may execute duplicate originals (counterparts) of the Agreement or any other documents that they are required to sign or furnish pursuant to the Agreement.

18. **Survival.** The rights and obligations created in this Agreement shall survive the consummation of transfer of the Property until full performance of the respective obligations under this Agreement have been performed by the parties.

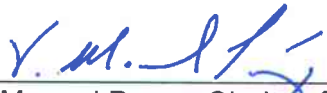
[Signature Provisions on Following Page]

19. This Agreement will be null and void if not duly approved and executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first written above.

COUNTY OF RIVERSIDE, a
political subdivision of the State of
California

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: 
V. Manuel Perez, Chairman
Board of Supervisors

By: 
Chuck Washington
Board of Directors

ATTEST:
CLERK OF THE BOARD
Kecia R. Harper

ATTEST:
CLERK OF THE BOARD
Kecia R. Harper

By: 
Deputy

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Deputy County Counsel
Wesley W. Stanfield

By: 
Thomas Oh
Deputy County Counsel

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "A"

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

That portion of Parcel 1, Section 34, Township 7 South, Range 23 East, in the County of Riverside, State of California, s shown by Record of Survey, on file in Book 17, Page 92 of Records of Surveys, Riverside, County Recorders, described as follows:

Commencing at the Southwest corner of Section 34, as shown on said Record of Survey, said point being on the Easterly extension of the Southerly boundary of Section 32, Township 7 South, Range 23 East, San Bernardino Base and Meridian;

Thence East on the Southerly boundary of said Section 34. 83 feet, to a point thereon, said point being the true point of beginning; said point, also being the Southeast corner of that certain 60 feet wide Parcel of land known as Intake Boulevard conveyed to the County of Riverside by deed recorded May 8, 1951 in Book 1269, Page 202 of Official Records, Riverside County Records;

Thence North $1^{\circ}07'00''$ West, on the East line of said Intake Boulevard, parallel with the West line of said Section 34, 730 feet;

Thence East, parallel with the South line of said Section 34, 1595 feet, more or less, to a point on the West bank of the Colorado River, as shown on said record of survey;

Thence South $1^{\circ}28'40''$ West, on said West bank, 730 feet, more or less, to a point on said Southerly boundary of Section 34;

Thence West on said Southerly boundary of Section 34, 1561 feet, more or less, to the point of beginning;

Also excepting from the above described property any portion thereof located in the drains, canals or levees of the Palo Verde Irrigation District,

Also excepting therefrom all riparian rights in and to the waters of the Colorado River pertaining or appurtenant to said real property.

Said property lies Easterly of the Easterly line of the United States Government Survey of 1874 and is commonly referred to as accretion lands.

Assessor's Parcel Number: 875-202-003

EXHIBIT "B"

QUITCLAIM DEED

[attached behind this page]

Recorded at request of and return to:
Riverside County Regional Parks
& Open Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

FREE RECORDING
This instrument is for the benefit of the
County of Riverside, and is entitled to be
recorded without fee.
(Govt. Code 27383)

CC:dr/040120/070PD/30.122

space above this line for recorder's use

Project: Peter McIntyre Park
APNs: 875-202-003

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

COUNTY OF RIVERSIDE ("Grantor"), a political subdivision of the State of California

hereby remises, releases and forever quitclaims to the

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

its successors and assigns, all Grantor's right, title and interest in and to that certain real
property situated in the County of Riverside, State of California, more fully described on
Exhibit A, attached hereto and made a part hereof.

Date: _____

By: _____

V. Manuel Perez, Chairman
Board of Supervisors

ATTEST:
CLERK OF THE BOARD
Kecia R. Harper

By: _____
Deputy

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

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)ss

On _____, before me, _____ a Notary Public, 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 the 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 _____

[SEAL]

RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT
CERTIFICATE OF ACCEPTANCE OF QUITCLAIM DEED

APN: 875-202-003

Pursuant to Government Code Section 25521.5

This is to certify that the interest in real property conveyed by Quitclaim Deed dated _____ from the COUNTY OF RIVERSIDE, a political subdivision of the State of California, to the 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, is hereby accepted by order of the Board of Directors on _____, and the RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT consents to recordation thereof.

Dated this _____ day of _____, 20____.

RIVERSIDE COUNTY REGIONAL PARK
& OPEN-SPACE DISTRICT

By _____
Chairman, Board of Directors