

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



**ITEM: 13.1
(ID # 13510)**

MEETING DATE:

Tuesday, September 29, 2020

FROM: Regional Parks and Open Space District:

SUBJECT: REGIONAL PARK & OPEN-SPACE DISTRICT: Adoption of Resolution No. 2020-09, Accepting Fee Simple Interest in Real Property in the County of Riverside, State of California, Identified with Assessor Parcel Numbers ("APNs") 251-120-007, 251-120-008, and 251-120-009 by Grant Deed from Mir S. Mulla Revocable Living Trust, U/A September 19, 2019 and Adoption of Resolution No. 2020-012 Accepting Fee Simple Interests In Real Property in the County Of Riverside, State Of California, Identified with Assessor Parcel Numbers 258-120-002 and 258-130-005 by Grant Deed from Rivers and Lands Conservancy, both for Box Springs Mountain Reserve, CEQA Exempt (Clerk to file Notice of Exemption); District 1. (\$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 15325, 15316, and 15061(b)(3);
2. Adopt Resolution No. 2020-09, Accepting Fee Simple Interest in Real Property, in the County of Riverside, State of California, Portions of Land Identified with Assessor Parcel Numbers ("APNs") 251-120-007, 251-120-008, and 251-120-009 by Grant Deed from Mir S. Mulla Revocable Trust;
3. Adopt Resolution No. 2020-12, Accepting Fee Simple Interests in Real Property in the County of Riverside, State of California, Identified with Assessor Parcel Numbers ("APNs") 258-120-002 and 258-130-005 by Grant Deed from Rivers and Lands Conservancy;

ACTION: Policy


Kyla R. Brown, General Manager 9/17/2020

MINUTES OF THE BOARD OF DIRECTORS

On motion of Supervisor Jeffries, seconded by Supervisor Washington 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: September 29, 2020
xc: Parks

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

4. Authorize the General Manager, or designee, to execute any other necessary documents and administer all actions necessary to complete the conveyance; and
5. Direct the Clerk of the Board to return three (3) copies of the executed Mir S. Mulla Revocable Trust Donation Agreement, three (3) copies of the executed Rivers and Lands Conservancy Donation Agreement, and one (1) copy of each resolution to the District; and
6. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval of this project.

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: N/A			Budget Adjustment:	No
			For Fiscal Year:	20/21

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In 1990, the Riverside County Regional Park and Open-Space District ("RivCoParks") was formed and began managing the Box Springs Mountain Reserve ("Reserve") bordering the City of Riverside and Moreno Valley. The 3,400 acres is home to native plant and wildlife. On July 17, 2018, per M.O 13.1, your honorable board approved a land donation from the Rivers and Lands Conservancy ("RLC") to add 132 acres of open-space to the Reserve. RLC now wishes to donate two more parcels which will add 11 more acres to the Reserve.

Additionally, RLC has been working with the Mulla Family to add land that will also remain undisturbed in perpetuity. The Mir S. Mulla Revocable Trust (Mulla Trust) desires to donate APNs 251-120-007, 251-120-008, and 251-120-009 to RivCoParks as additional land for the Reserve.

Pursuant to Public Resources Code section 5540, the RivCoParks may take by grant, devise and hold title of any interest in real property to further its goals and objectives. Acceptance by RivCoParks of the conveyance of the following described fee simple interests in real property is recommended.

The conveyances will be granted by the Mulla Trust, and RLC, by Grant Deed in favor of RivCoParks.

Deeds conveying any interest in real property to a governmental agency for public purposes shall not be accepted for recordation without the consent of the grantee evidenced by its certificate or resolution of acceptance attached to or printed on the deed in accordance with Government Code Section 27281. This action proposes the

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

express acceptance of the aforementioned real property interests by RivCoParks in order for the Grant Deeds to be recorded.

RivCoParks Resolution No. 2020-09, Resolution No. 2020-12, the respective Donation Agreements and Certificates of Acceptance have been reviewed and approved as to legal form by County Counsel.

CEQA Information


Pursuant to California Environmental Quality Act (CEQA), the acceptance and acquisition of the fee simple interests in real property ("Project") from RLC and Mulla Trust were reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15325(f), 15316, and 15061(b)(3). The Project commits RivCoParks to acquire the fee title interests in real property where preservation of the natural conditions of the land is intended for use by and to further the RivCoParks' goals and objectives. This Project does not allow any new activities to occur onsite. Existing trails will still be utilized by hikers, and if a trail head is developed in the future, additional CEQA reviews will be completed. It can be seen with certainty that there is no possibility this activity will have a significant effect on the environment.

Impact on Citizens and Businesses


There will be no foreseeable impact on citizens and local businesses.

ATTACHMENTS:

Resolution No. 2020-09
Resolution No. 2020-12
Mulla Trust Donation Agreement & Grant Deed
RLC Donation Agreement & Grant Deed
Notice of Exemption



Douglas Cordonez Jr. 9/23/2020



Gregory H. Priamos, Director County Counsel 9/22/2020

1 Board of Directors

Riverside County Regional
Park & Open-Space District

2
3 RESOLUTION NO. 2020-09

4 RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY REGIONAL
5 PARK AND OPEN-SPACE DISTRICT ACCEPTING FEE SIMPLE INTERESTS IN REAL
6 PROPERTY IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IDENTIFIED WITH
7 ASSESSOR PARCEL NUMBERS ("APNS") 251-120-007, 251-120-008, and 251-120-009 BY
8 GRANT DEED FROM THE MIR S. MULLA REVOCABLE LIVING TRUST, U/A September 19,
9 2019

10 **WHEREAS**, Mir S. Mulla ("Mulla"), Trustee of the Mir S. Mulla Revocable Living
11 Trust, U/A September 19, 2019, is the owner of certain real property located in the County of
12 Riverside, State of California, and has requested to donate parcels of land to the Riverside County
13 Regional Park and Open Space District ("RivCoParks") as described and shown on Exhibit "A",
14 attached hereto and by this reference incorporated herein;

15 **WHEREAS**, pursuant to Public Resources Code section 5540, RivCoParks may take by
16 grant, devise, and hold title of any interest in real property to further its goals and objectives; and

17 **WHEREAS**, the RivCoParks desires to accept the following described interests in real
18 property from MULLA by grant deed:

- 19 a. Fee interest in vacant land, located in the County of Riverside, identified as APNS 251-
20 120-007, 251-120-008, and 251-120-009, more particularly legally described in Exhibit
21 "A", attached hereto and by this reference incorporated herein;

22 **WHEREAS**, RivCoParks desires to acquire said interests in the property for the purpose
23 of expanding the Box Springs Mountain Reserve which is maintained as open public space within
24 Riverside County; and

25 **WHEREAS**, the County has reviewed and determined the acceptance of the Properties
26 as being categorically exempt from the California Environmental Quality Act ("CEQA") pursuant
27 to State CEQA Guidelines Sections 15325, 15316, and 15061(b)(3) because the proposed project
28 is the acceptance of fee title in real property in order to preserve open space and habitat, in its
natural condition, and does not have the potential for causing a significant effect on the

09.29.2020 13.1

FORM APPROVED COUNTY COUNSEL
BY: WESLEY W. STANFIELD DATE 9/21/2020

1 environment as the property will merely add to the existing holdings of Box Springs Mountain
2 Reserve.

3 **NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by a vote of the
4 Board of Directors of the County of Riverside ("Board"), in regular session assembled on
5 September 29, 2020 at 9:30 a.m., or soon thereafter, in the meeting room of the Board of
6 Supervisors located on the 1st floor of the County Administration Center, 4080 Lemon Street,
7 Riverside, California, based upon a review of the evidence and information presented on the
8 matter, as it relates to the acceptance of real property interests, that this Board has determined
9 that the proposed acceptance is categorically exempt from CEQA pursuant to State CEQA
10 Guidelines sections 15325, 15316 and 15061(b)(3) because the proposed project is the
11 acceptance of fee title in real property in order to preserve open space and habitat, in its natural
12 condition, and does not have the potential for causing a significant effect on the environment.
13 This property will merely add to the existing holdings of Box Springs Mountain Reserve.

14 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board of
15 Directors approves the Donation Agreement whereby Mulla has agreed to convey fee interests in
16 vacant land, located in the County of Riverside, identified as APNS 251-120-007, 251-120-008,
17 AND 251-120-009, as more particularly and legally described in Exhibit "A" (the "Property"),
18 attached hereto and by this reference incorporated herein.

19 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board of
20 Directors ("Board") for RivCoParks accepts the Property and the Chairman of the Board is hereby
21 authorized to execute the certificate of acceptance on behalf of the District; and

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

25 **BE IT FURTHER RESOLVED AND DETERMINED** that the Clerk of the Board of Supervisors is
26 directed to file the Notice of Exemption with the County Clerk within five working days of
27 approval by the Board.
28

1 BOARD OF DIRECTORS

RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT

2 RESOLUTION NO. 2020 - 09

3 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY PARK &
4 OPEN-SPACE DISTRICT ACCEPTING FEE SIMPLE INTERESTS IN REAL PROPERTY IN THE
5 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IDENTIFIED WITH ASSESSOR PARCEL
6 NUMBERS ("APNS") 251-120-007, 251-120-008 AND 251-120-009 BY GRANT DEED FROM THE
7 MIR S. MULLA REVOCABLE LIVING TRUST, U/A September 19, 2019

8 ADOPTED by Riverside County Board of Supervisors on September 29, 2020.

9 ROLL CALL:

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

13
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

EXHIBIT "A"
LEGAL DESCRIPTION
SU619008 BOX SPRINGS
(September, 2020)
DONATION PARCEL

ALL THAT CERTAIN PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:

PARCELS 1 THROUGH 3, INCLUSIVE, OF PARCEL MAP 18161, ON FILE IN BOOK 138, PAGES 21 AND 22, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL OIL, MINERALS AND SUB-SURFACE RIGHTS 500 FEET BELOW THE SURFACE, BUT WITHOUT ANY RIGHTS WHATEVER TO THE USE OF THE SURFACE OR THE SUB-SURFACE AREA OF LAND TO A DEPTH OF 500 FEET FROM SAID SURFACE FOR ANY PURPOSE INCIDENTAL TO THE OWNERSHIP OF SAID SUBSTANCES.

PARCEL A AREA PER VALUES LISTED ON SAID PARCEL MAP 18161:

- PARCEL MAP 18161 - PARCEL 1: 12.43 ACRES
- PARCEL MAP 18161 - PARCEL 2: 2.58 ACRES
- PARCEL MAP 18161 - PARCEL 3: 1.05 ACRES

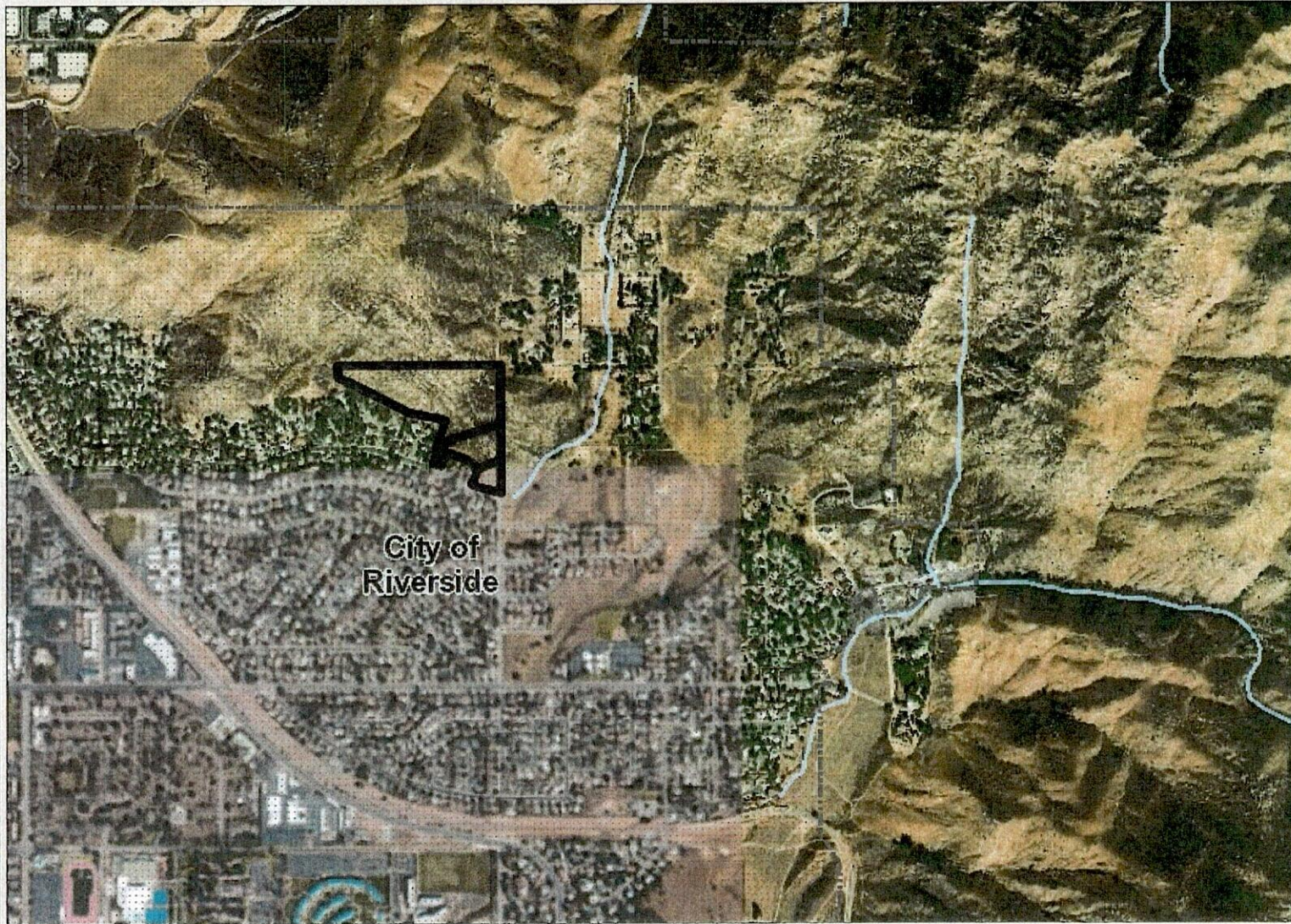
PARCEL A CONTAINS 16.06 ACRES GROSS / NET.
(APNs: 251-120-007, 251-120-008, 251-120-009)

SUBJECT TO THE FOLLOWING EASEMENTS OF RECORD:

- AN EASEMENT RESERVED BY BRATTAIN CONSTRUCTION FOR DRAINAGE PURPOSES, RECORDED OCTOBER 06, 1966, AS INSTRUMENT NUMBER 98916, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA;
- EASEMENTS RESERVED BY "DECLARATION OF PRETECTIVE COVENANTS FOR TRACT NO. 3492" FOR UTILITIES AND DRAINAGE FACILITIES AS SHOWN ON (SAID TRACT NO. 3492), BEING A "10' P.U.E." AND "THE REAR FIVE FEET OF EACH LOT," RECORDED NOVEMBER 4, 1966 AS INSTRUMENT NUMBER 108440, SAID OFFICIAL RECORDS;
- AN EASEMENT TO PACIFIC TELEPHONE AND TELEGRAPH COMPANY FOR AERIAL AND UNDERGROUND TELEPHONE, TELEGRAPH AND COMMUNICATION STRUCTURES, RECORDED JANUARY 24, 1967 AS INSTRUMENT NUMBER 6425, SAID OFFICIAL RECORDS;
- AN EASEMENT TO THE STATE OF CALIFORNIA FOR PIPELINES FOR THE TRANSPORTATION OF WATER, RECORDED MAY 18, 1967 AS INSTRUMENT NUMBER 42833 - CORRECTING DEED RECORDED JULY 12, 1967 AS INSTRUMENT NUMBER 60096, BOTH SAID OFFICIAL RECORDS; AND
- AN ELECTRICAL EASEMENT AS SHOWN ON SAID PARCEL MAP 18161.

Mulla Donation

Box Springs Mountain Park



Legend

- Blueline Streams
- City Areas



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... 4/29/2020 11:09:04 AM

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Notes

251-120-007 - 009

1 Board of Directors

Riverside County Regional
Park & Open-Space District

2
3 RESOLUTION NO. 2020-012

4 RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY REGIONAL
5 PARK AND OPEN-SPACE DISTRICT ACCEPTING FEE SIMPLE INTERESTS IN REAL
6 PROPERTY IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IDENTIFIED WITH
7 ASSESSOR PARCEL NUMBERS ("APNS") 258-120-002 and 258-130-005 BY GRANT DEED
8 FROM RIVERS AND LANDS CONSERVANCY

9 **WHEREAS**, the Rivers and Lands Conservancy ("RLC") is the owner of certain
10 real property located in the County of Riverside, State of California, and has offered to donate
11 parcels of land to the Riverside County Regional Park and Open Space District as described and
12 shown on Exhibit "A" attached hereto and by this reference incorporated herein;

13 **WHEREAS**, pursuant to Public Resources Code section 5540, the Riverside County
14 Regional Park and Open Space District ("District") may take by grant, devise, and hold title of any
15 interest in real property to further its goals and objectives;

16 **WHEREAS**, the District desires to accept the following described interests in real property
17 from RLC by grant deed:

- 18 a. Fee interests in vacant land, located in the County of Riverside identified as APNs
19 258-120-002 and 258-130-005, as more particularly legally described in Exhibit
20 "A", attached hereto and by this reference incorporated herein;

21 **WHEREAS**, the District desires to acquire said interests in the property for the purpose of
22 expanding the Box Springs Mountain Reserve which is maintained as open public space within
23 Riverside County;

24 **WHEREAS**, the County has reviewed and determined the acceptance of the Properties
25 as being categorically exempt from the California Environmental Quality Act ("CEQA") pursuant
26 to State CEQA Guidelines Sections 15325, 15316, and 15061(b)(3) because the proposed project
27 is the acceptance of fee title in real property in order to preserve open space and habitat, in its
28 natural condition, and does not have the potential for causing a significant effect on the

09.29.2020 13.1

FOR APPROVED COUNTY COUNSEL
BY: WESLEY W. STANFIELD DATE 9/29/2020

1 environment as the property will merely add to the existing holdings of Box Springs Mountain
2 Reserve.

3 **NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by a vote of the
4 Board of Directors of the Riverside County Regional Park and Open Space District, in regular
5 session assembled on September 29, 2020 at 9:30 a.m., or soon thereafter, in the meeting room
6 of the Board of Supervisors located on the 1st floor of the County Administration Center, 4080
7 Lemon Street, Riverside, California, based upon a review of the evidence and information
8 presented on the matter, as it relates to the acceptance of real property interests, that this Board
9 has determined that the proposed acceptance is categorically exempt from CEQA pursuant to
10 State CEQA Guidelines sections 15325, 15316 and 15061(b)(3) because the proposed project is
11 the acceptance of fee title in real property in order to preserve open space and habitat, in its
12 natural condition, and does not have the potential for causing a significant effect on the
13 environment. This property will merely add to the existing holdings of Box Springs Mountain
14 Reserve.

15 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board of
16 Directors approves the Donation Agreement whereby RLC has agreed to convey fee interests in
17 vacant land, located in the County of Riverside, identified as APNs 258-120-002 and 258-130-
18 005, as more particularly and legally described in Exhibit "A" (the "Property"), attached hereto and
19 by this reference incorporated herein.

20 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Board of
21 Directors for District accepts the Property and that the Chairman of the Board is hereby authorized
22 to execute the certificate of acceptance on behalf of the District.

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

26 **BE IT FURTHER RESOLVED AND DETERMINED** that the Clerk of the Board of
27 Supervisors is directed to file the Notice of Exemption with the County Clerk within five working
28 days of approval by the Board.

2
3 RESOLUTION NO. 2020 - 012

4 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY PARK &
5 OPEN-SPACE DISTRICT ACCEPTING FEE SIMPLE INTERESTS IN REAL PROPERTY IN THE
6 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IDENTIFIED WITH ASSESSOR PARCEL
7 NUMBERS ("APNS") 258-120-002 AND 258-130-005 BY GRANT DEED FROM RIVERS AND
8 LANDS CONSERVANCY

9 ADOPTED by Riverside County Board of Supervisors on September 29, 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

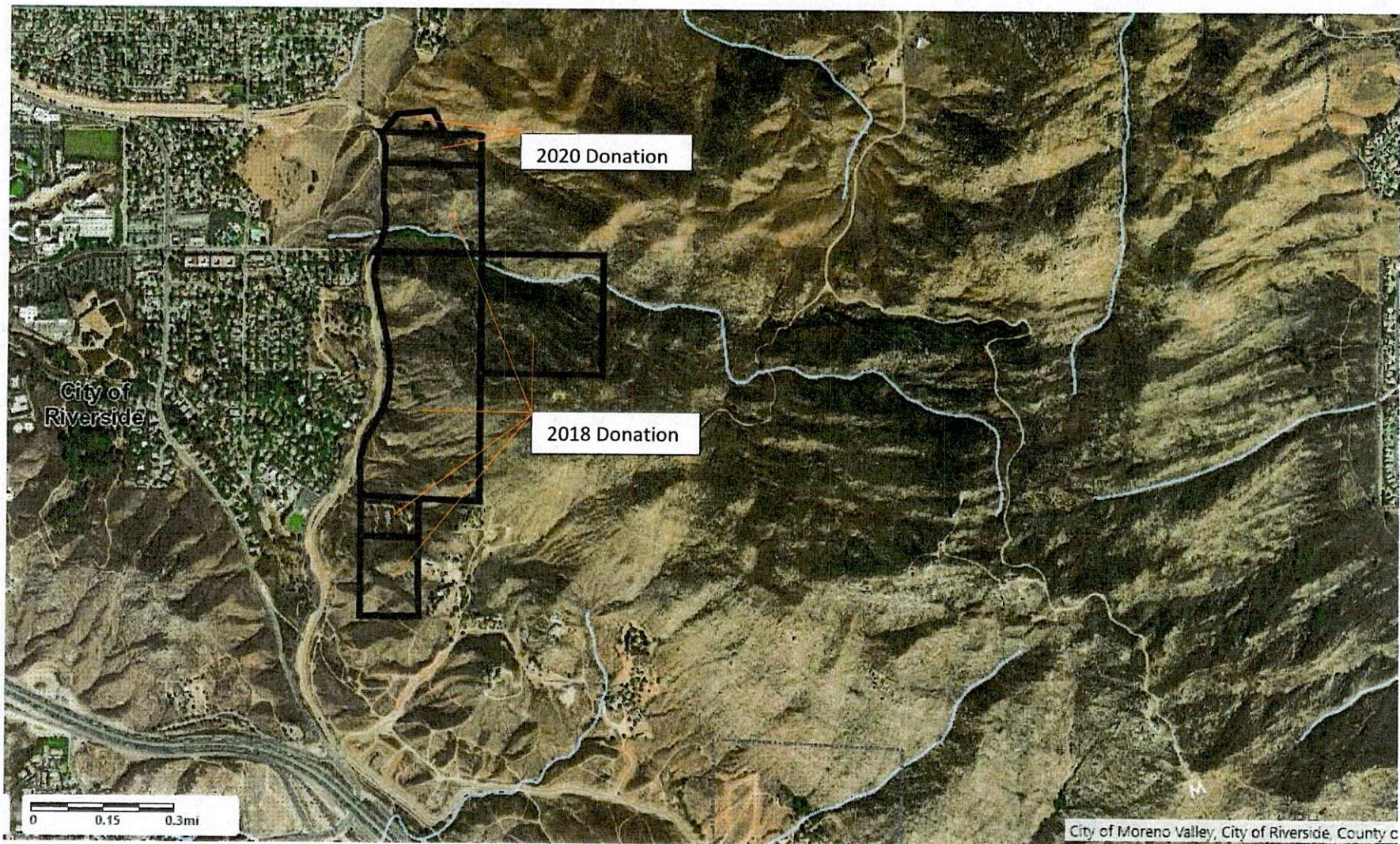
EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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

ALL OF THE REMAINDER PARCEL OF PARCEL MAP NO. 21260, ON FILE IN BOOK 135 PAGES 68 AND 69 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 258-120-002-6 and 258-130-005-0



DONATION AGREEMENT

Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

THIS DONATION AGREEMENT ("**Agreement**") is made this 29 day of September, 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, Division 5, Chapter 3, Article 3, ("**Parks**") and the RIVERS & LANDS CONSERVANCY, a California nonprofit corporation, ("**Donor**"). Parks and Donor 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 10.73 acres of vacant land, identified with Assessor Parcel Numbers: 258-120-002-6 and 258-130-005-0, and as more particularly described on Exhibit A, attached hereto and by this reference incorporated herein (the "**Property**");

WHEREAS, Donor has acquired the Property with the intent of donating the Property to Parks for inclusion in the Box Springs Mountain Reserve; and

WHEREAS, Parks desires to acquire the interests in the Property for the purpose of expanding the Box Springs Mountain Reserve which is maintained as public open space within Riverside County.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, Parks 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 Parks on September 29, 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. Parks shall pay the cost of recording the deed, if any, and any title policy it elects to purchase.

2. Obligations of Donor.

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

2.2 Representations and Warranties of Donor. Donor represents and warrants to Parks that:

011

SEP 29 2020 13.1

2.2.1 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 Parks, except as may be required to maintain the Property;

2.2.2 Disclosure. Donor has disclosed to Parks 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;

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

3. 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. Parks further agrees to cooperate with Donor to provide any necessary information to the Assessor's office in connection with such request for refund.

4. Possession. Possession of the Property shall be delivered to Parks at the Date of Transfer.

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

(i) Parks' 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.

6. Notices. 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 Parks: Riverside County Regional Park and Open-Space District
4600 Crestmore Road
Riverside, CA 92509
Attn: Shannon Chamberlain
Phone: (951) 955-1395

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 Donor: Rivers & Lands Conservancy
Attn: Executive Director
4075 Mission Inn Avenue
Riverside, CA 92501

With a copy to: Gresham Savage
Attn: Matt Wilcox, Esq.
550 East Hospitality Lane, Suite 300
San Bernardino, CA 92408

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.

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

8. 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 Parks solely because it prepared this Agreement in its executed form.

9. 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.

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

11. 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 Parks, Parks shall have no obligation to return the Property to the Donor under any circumstances, except in the sole and exclusive discretion of Parks.

12. Form 8283 Pursuant to Parks' Policies and Procedures for Execution of IRS Form 8283 for Bargain Sales and Donations, Parks 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 Parks' receipt of such forms from Donor. Notwithstanding the foregoing, Parks makes no representation or warranty to Donor regarding the tax attributes of this transaction, nor shall Parks 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.

13. 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

DONOR:

RIVERS & LANDS CONSERVANCY, a
California nonprofit corporation

By: _____
Its: President

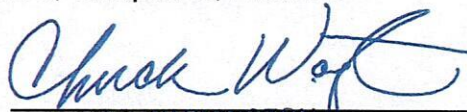
APPROVED AS TO FORM:

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: CHUCK WASHINGTON
Its: _____

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

By: 
Wesley Stanfield
Deputy County Counsel


ATTEST:
KECIA R. HARPER, Clerk
By: 
DEPUTY

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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

ALL OF THE REMAINDER PARCEL OF PARCEL MAP NO. 21260, ON FILE IN BOOK 135 PAGES 68 AND 69 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 258-120-002-6 and 258-130-005-0

EXHIBIT "B"

GRANT DEED

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

Riverside County Regional Park
and Open Space District
4600 Crestmore Road
Riverside, CA 92509
Attn: Shannon Chamberlain
Phone: (951) 955-1395

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

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 _____

RIVERS & LANDS CONSERVANCY, a California nonprofit corporation ("Grantor"),

Does hereby grant to

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 ("Grantee"),

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

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

The Property shall be kept in its undeveloped state in perpetuity; provided, that nothing contained herein shall restrict the construction of improvements that are consistent with the use of the Property for hiking and open spaces purposes (i.e. access roads, fire roads, public restrooms, etc), all of which improvements shall expressly be permitted. In addition, nothing contain herein shall prohibit the

construction of a bridge or tunnel to access the Property from the other side of the adjoining railroad tracks.

The Property shall not be used as a replacement property or as mitigation property for another development in perpetuity.

(Signature Page To Follow)

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

GRANTOR:

RIVERS & LANDS CONSERVANCY, a California
nonprofit corporation

By: _____
Its: President

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" to Grant Deed

LEGAL DESCRIPTION

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

ALL OF THE REMAINDER PARCEL OF PARCEL MAP NO. 21260, ON FILE
IN BOOK 135 PAGES 68 AND 69 OF PARCEL MAPS, RECORDS OF
RIVERSIDE COUNTY, CALIFORNIA.

APN: 258-120-002-6 and 258-130-005-0

CERTIFICATE OF ACCEPTANCE
RIVERSIDE COUNTY REGIONAL PARK and OPEN SPACE DISTRICT

This is to certify that the interest in real property conveyed by the Grant Deed dated _____ from the RIVERS & LANDS CONSERVANCY, a California nonprofit corporation, to the RIVERSIDE COUNTY REGIONAL PARK and OPEN-SPACE DISTRICT (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 the date below and the District, as Grantee, consents to the recordation thereof by its duly authorized officer.

Dated: _____

By: _____

Chairman
Board of Directors

Attached to Grant Deed in favor of Riverside County Regional Park and Open-Space District
APN(S): [258-120-002 and 258-130-005]

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 Park and Open-Space District
4600 Crestmore Rd., Jurupa Valley, CA 92509

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

10.5.20 YR

Project Title: Rivers and Lands Conservancy and Mir S. Mulla Revocable Living Trust Parcel Donation to RivCo Parks for Box Springs Mountain

Project Applicant: Riverside County Park and Open-Space District

Project Location - Specific:
Box Springs Mountain Reserve; Assessor Parcel Numbers: identified as APNs 258-120-002, 258-130-005, 251-120-007, 251-120-008, and 251-120-009
Project Location - City: City of Riverside Project Location - County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:

The Rivers and Lands Conservancy is donating two (2) parcels of vacant land to be kept as open-space areas and Mir S. Mulla as Trustee of the Mir S. Mulla Revocable Living Trust is donating three (3) parcels of vacant land to be kept as open-space areas, all parcel to be used as part of the District's Box Springs Mountain Reserve

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

Name of Person or Agency Carrying Out Project: Riverside County Regional Park and 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));
X Categorical Exemption. State type and section number: 15325(f), 15316
Statutory Exemptions. State code number:
X Other: The plan is not a "project" subject to CEQA (CEQA Guidelines, § 15378 (b)(2) & (5)); the plan is exempt from CEQA pursuant to the "common sense" exemption (CEQA Guidelines, § 15061(b)(3)).

Reasons why project is exempt:

The Project commits the District to acquire the fee title interests in real property where preservation of the natural conditions of the land is intended for use by and to further the District's goals and objectives. This Project does not allow specific development or physical activities on any of the property; the Project is merely the acquisition of real property interests by the District for the purposes described herein. It can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Lead Agency Contact Person: Analicia Gomez Telephone 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

Signature: [Signature] Date: 9/17/2020 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:



Riverside County Regional Park and Open-Space District

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

DATE: September 17, 2020
TO: Mary Ann Meyer
FROM: Jeanne McLeod
RE: Accounting String for Internal Charges

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

Box Springs Land Donations

FUND	DEPTID	ACCOUNT	PROJECT
25400	931210	537080	

Please provide a copy of the posted journal via email to 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,

Jeanne McLeod

Contracts and Grants Analyst

(951) 955-3819



DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement") is made this 29 day of September, 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, Division 5, Chapter 3, Article 3, ("RivCoParks") and MIR S. MULLA, Trustee of THE MIR S. MULLA REVOCABLE LIVING TRUST, U/A September 19, 2019 ("Donor"). RivCoParks and Donor 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 16.06 acres of vacant land, identified with Assessor's Parcel Numbers 251-120-007, 251-120-008, and 251-120-009, and as more particularly described on Exhibit A, attached hereto and by this reference incorporated herein (the "Property");

WHEREAS, Donor desires to donate the described portions of interests in the Property to RivCoParks whereby RivCoParks desires to add said donated Property to the Box Springs Reserve; and

WHEREAS, RivCoParks desires to acquire the interests in the Property for the purpose of expanding the Box Springs Reserve which is maintained as public open space within Riverside County.

OPERATIVE PROVISIONS

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

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

2. Obligations of Donor.

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

Project: Mulla Family Box Springs Reserve Parcel Donation
APN's: 251-120-007, 251-120-008, 251-120-009

2.2 Representations and Warranties of Donor. Donor represents and warrants to RivCoParks that:

2.2.1 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 RivCoParks, except as may be required to maintain the Property;

2.2.2 Disclosure. Donor has disclosed to RivCoParks 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; and

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

3. 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 donor, since donor is exempt from payment of such taxes. RivCoParks further agrees to cooperate with Donor to provide any necessary information to the Assessor's office in connection with such request for refund.

4. Possession. Possession of the Property shall be delivered to RivCoParks at the Date of Transfer.

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

- (i) RivCoParks' 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.

6. 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 RivCoParks: Riverside County Regional Park and Open Space
District
4600 Crestmore Road
Riverside, CA 92509
Attn: Shannon Chamberlain
Phone: (951) 955-4310

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

To Donor: Mir S. Mulla
2530 Thayer Court
Riverside, CA 92507
Phone: 951-683-7580

With a copy to: Shireen M. Mooers
1347 South Ambassador Way E.
Salt Lake City, UT 84108
Phone: 801-641-3929

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.

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

8. 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 RivCoParks solely because it prepared this Agreement in its executed form.

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

10. 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 RivCoParks, RivCoParks shall have no obligation to return the Property to the Donor under any circumstances, except in the sole and exclusive discretion of RivCoParks.

11. Form 8283. Pursuant to RivCoParks' Policies and Procedures for Execution of IRS Form 8283 for Bargain Sales and Donations, Parks 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 RivCoParks' receipt of such forms from Donor. Notwithstanding the foregoing, RivCoParks makes no representation or warranty to Donor regarding the tax attributes of this transaction, nor shall RivCoParks 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.

12. 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.

13. 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: August 07, 2020

DONOR:

MIR S. MULLA, as Trustee of THE MIR S. MULLA REVOCABLE LIVING TRUST, U/A dated September 19, 2019



By: Mir S. Mulla


APPROVED AS TO FORM:

By: _____

Date: _____, 2020

RivCoParks:

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: CHUCK WASHINGTON
Its: _____

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

By: 
Wesley W. Stanfield
Deputy County Counsel


ATTEST:
KECIA R. HARPER, Clerk
By: 
DEPUTY

EXHIBIT "A"

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A: (APN: 251-120-007-2; 251-120-008-3; 251-120-009-4)

PARCELS 1 THROUGH 3 INCLUSIVE, OF PARCEL MAP NO. 18161, ON FILE IN BOOK 138, PAGES 21 AND 22 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM ALL OIL, MINERALS AND SUB-SURFACE RIGHTS 500 FEET BELOW THE SURFACE, BUT WITHOUT ANY RIGHTS WHATEVER TO THE USE OF THE SURFACE OR THE SUB-SURFACE AREA OF SAID LAND TO A DEPTH OF 500 FEET FROM SAID SURFACE FOR ANY PURPOSE INCIDENTAL TO THE OWNERSHIP OF SAID SUBSTANCES.

APN: 251-120-007-2; 251-120-008-3; 251-120-009-4

EXHIBIT "B"
GRANT DEED



11/02/2020 03:04 PM Fee: \$ 0.00

Page 1 of 4

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



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

Riverside County Regional Park
and Open Space District
4600 Crestmore Road
Riverside, CA 92509
Attn: Shannon Chamberlain
Phone: (951) 955-4310

FREE RECORDING

This instrument is for the benefit of the
Riverside County Regional Park and
Open-Space District and is entitled to be
recorded without fee. (Govt. Code § 6103)

The Undersigned Grantor(s) Declare(s):
DOCUMENTARY TRANSFER TAX \$ 0

SPACE ABOVE THIS LINE FOR RECORDER'S USE

001

- 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 Riverside

GRANT DEED

MIR S. MULLA, Trustee of THE MIR S. MULLA REVOCABLE LIVING TRUST, U/A
September 19, 2019 ("**Grantor**"),

Does hereby grant to

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, ("**Grantee**")

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

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

The Property shall be kept in its undeveloped state in perpetuity.

The Property shall not be used as a replacement property or as mitigation property for another
development in perpetuity.

(Signature Page To Follow)

SEP 29 2020 13.1

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

GRANTOR:

MIR S. MULLA, Trustee of THE MIR S. MULLA REVOCABLE LIVING TRUST, U/A September 19, 2019

Mir S. Mulla

By: Mir S. Mulla

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 August 7, 2020 before me, E. EVASKEVICH a Notary Public, in and for said County and State, personally appeared Mir S. Mulla, 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: *E. Evaskovich*

Signature of Notary Public

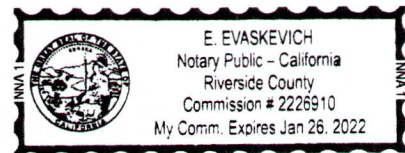


EXHIBIT "A"

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A: (APN: 251-120-007-2; 251-120-008-3; 251-120-009-4)

PARCELS 1 THROUGH 3 INCLUSIVE, OF PARCEL MAP NO. 18161, ON FILE IN
BOOK 138, PAGES 21 AND 22 OF PARCEL MAPS, RECORDS OF RIVERSIDE
COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM ALL OIL, MINERALS AND SUB-SURFACE RIGHTS
500 FEET BELOW THE SURFACE, BUT WITHOUT ANY RIGHTS WHATEVER TO
THE USE OF THE SURFACE OR THE SUB-SURFACE AREA OF SAID LAND TO A
DEPTH OF 500 FEET FROM SAID SURFACE FOR ANY PURPOSE INCIDENTAL TO
THE OWNERSHIP OF SAID SUBSTANCES.

APN: 251-120-007-2; 251-120-008-3; 251-120-009-4

CERTIFICATE OF ACCEPTANCE
RIVERSIDE COUNTY REGIONAL PARK and OPEN SPACE DISTRICT

This is to certify that the interest in real property conveyed by the Grant Deed dated September 29, 2020 from THE MIR S. MULLA REVOCABLE LIVING TRUST, U/A September 19, 2019, to the RIVERSIDE COUNTY REGIONAL PARK and OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, is hereby accepted by order of the Board of Directors on the date below and the RivCoParks, as Grantee, consents to the recordation thereof by its duly authorized officer.

Dated: SEP 29 2020

By: 

Chairman
Board of Directors

ATTEST:

KECIA R. HARPER, Clerk

By: 
DEPUTY

Attached to Grant Deed in favor of Riverside County Regional Park and Open-Space District
APN(S): [251-120-007, 251-120-008, AND 251-120-009]

EXHIBIT "B"

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Riverside County Regional Park
and Open Space District
4600 Crestmore Road
Riverside, CA 92509
Attn: Shannon Chamberlain
Phone: (951) 955-4310

FREE RECORDING
This instrument is for the benefit of the
Riverside County Regional Park and
Open-Space District and is entitled to be
recorded without fee. (Govt. Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The Undersigned Grantor(s) Declare(s):

DOCUMENTARY TRANSFER TAX \$ 0

-] 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 Riverside

GRANT DEED

MIR S. MULLA, Trustee of THE MIR S. MULLA REVOCABLE LIVING TRUST, U/A September 19, 2019 ("**Grantor**"),

Does hereby grant to

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, ("**Grantee**")

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

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The Property shall be kept in its undeveloped state in perpetuity.

The Property shall not be used as a replacement property or as mitigation property for another development in perpetuity.

(Signature Page To Follow)

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

GRANTOR:

MIR S. MULLA, Trustee of THE MIR S. MULLA REVOCABLE LIVING TRUST,
U/A September 19, 2019

By: Mir S. Mulla _____

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

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THE OWNERSHIP OF SAID SUBSTANCES.

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Dated: SEP 29 2020

By: _____



CHUCK WASHINGTON

Chairman

Board of Directors

Attached to Grant Deed in favor of Riverside County Regional Park and Open-Space District
APN(S): [251-120-007, 251-120-008, AND 251-120-009]

GRANT DEED

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

Riverside County Regional Park
and Open Space District
4600 Crestmore Road
Riverside, CA 92509
Attn: Shannon Chamberlain
Phone: (951) 955-1395

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

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 _____

RIVERS & LANDS CONSERVANCY, a California nonprofit corporation ("Grantor"),

Does hereby grant to

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 ("Grantee"),

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construction of a bridge or tunnel to access the Property from the other side of the adjoining railroad tracks.

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(Signature Page To Follow)

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GRANTOR:

RIVERS & LANDS CONSERVANCY, a California nonprofit corporation

By: _____
Its: President

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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" to Grant Deed

LEGAL DESCRIPTION

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

ALL OF THE REMAINDER PARCEL OF PARCEL MAP NO. 21260, ON FILE IN BOOK 135 PAGES 68 AND 69 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 258-120-002-6 and 258-130-005-0

CERTIFICATE OF ACCEPTANCE
RIVERSIDE COUNTY REGIONAL PARK and OPEN SPACE DISTRICT

This is to certify that the interest in real property conveyed by the Grant Deed dated _____ from the RIVERS & LANDS CONSERVANCY, a California nonprofit corporation, to the RIVERSIDE COUNTY REGIONAL PARK and OPEN-SPACE DISTRICT (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 the date below and the District, as Grantee, consents to the recordation thereof by its duly authorized officer.

Dated: _____

By: _____

Chairman
Board of Directors

Attached to Grant Deed in favor of Riverside County Regional Park and Open-Space District
APN(S): [258-120-002 and 258-130-005]

11:19

Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: GURU MANTRA KHALSA

Address: 4108 WATKINS DR

City: RIV Zip: 92507

Phone #: 951 784 7500

Date: 9-29-20 Agenda # 13.1

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support Oppose Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

Support Oppose Neutral

I give my 3 minutes to: _____