

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



**ITEM: 3.11  
(ID # 13677)**

**MEETING DATE:**  
Tuesday, January 12, 2021

**FROM:** FACILITIES MANAGEMENT:

**SUBJECT:** FACILITIES MANAGEMENT: Mecca Regional Sports Park - Approve and Authorize the Clerk of the Board to Record the Deed Restriction, Approve the Amendment No. 1 to the Contract C9801008 between County of Riverside and State of California-Natural Resources Agency Department of Parks and Recreation, District 4. [\$150,000 – Community Development Block Grant Funds – 100%] (Clerk to Record Deed Restriction)

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

1. Approve the Deed Restriction form of and authorize the execution and delivery of the Deed Restriction for to the Mecca Regional Sports Park (Mecca Sports Park) Project and authorize the Clerk of the Board to record the Deed Restriction;
2. Approve Amendment No. 1 of the Contract between the County of Riverside (County) and the State of California – Natural Resources Agency Department of Parks and Recreation Contract C9801008, for an extension of the grant performance to June 30, 2024;

Continued on Page 2

**ACTION: Policy, CIP**

  
Rose Salgado, Director of Facilities Management 12/17/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, 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: January 12, 2021  
xc: FM, E.O., Treasurer, COB, Recorder

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

3. Amend the Source of Funds to include the use of Community Development Block Grant (CDBG) Funds, in the not to exceed amount of \$150,000 for eligible project related expenses, including reimbursement to Facilities Management (FM) for incurred project related expenses; and
  
4. Authorize the Chairman of the Board of Supervisors, the County Executive Officer, the Director of Facilities Management, the Clerk of the Board of Supervisors and the County Treasurer-Tax Collector, of the County of Riverside, for and in the name and behalf of the County, to do any and all things and take any and all actions, including executing and delivering any and all documents required which they, or any of them, may deem necessary or advisable in order to consummate and carryout the grant and associated documents.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 150,000	\$ 0	\$ 150,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Community Development Block Grant Funds – 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2020/21	

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

**BACKGROUND:**

**Summary**

On April 21, 2020, Item 3.8, the Board of Supervisors (Board) accepted a grant award of \$5,817,660 from the Proposition 68 Statewide Park Development and Community Revitalization Program (Prop 68 Grant) and added the Mecca Sports Park Project to the County’s Capital Improvement Program with a project budget of \$6,550,660. This Board action will amend the Source of Funds to include \$150,000 in CDBG Funds, which will increase the project budget from \$6,550,660 to a revised project budget of \$6,700,660.

As a condition of the award of Prop 68 grant funds, a deed restriction is required to be recorded to ensure that the use of the land is developed for the improvements consistent with the public purposes of the 2018 Parks Bond Act, Statewide Park Development and Community Revitalization Program. The improvements include, but are not limited to the creation of the new Mecca Regional Sports Park in the town of Mecca to construct a new play area, jogging



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path with exercise equipment, covered picnic/BBQ area, sports fields, restrooms, maintenance, and concessions buildings, public art and landscaping.

**Impact on Residents and Businesses**

The Mecca Regional Sports Park will provide a community gathering space and will transform a vacant area into an active, lively and green place. The park will provide organized sports leagues a local space to compete. In addition to sports fields for baseball, soccer and football, the planned open green space, picnic areas and outdoor exercise stations will provide residents an amenity for families, seniors and community groups for a variety of activities.

**Additional Fiscal Information**

The approximate allocation of the project budget increase is as follows:

<b>PROJECT BUDGET LINE ITEMS</b>	<b>CATEGORY</b>	<b>PROJECT BUDGET</b>	<b>PROJECT BUDGET INCREASE</b>	<b>REVISED PROJECT BUDGET</b>
Architectural Design	1	160,293	0	160,293
Construction Management	2	1,002,646	0	1,002,646
Construction Contract	3	3,083,222	150,000	3,233,222
Offsite Construction	4	136,880	0	136,880
Project Management	5	215,298	0	215,298
Fixtures, Furnishings, Equipment	6	0	0	0
Other Soft Costs / Specialty Consultants	7	1,175,417	0	1,175,417
Project Contingency	8	607,650	0	607,650
Minor Construction	9	169,254	0	169,254
<b>Revised Project Budget</b>		<b>\$ 6,550,660</b>	<b>\$ 150,000</b>	<b>\$ 6,700,660</b>

All costs associated with this Board action were previously approved on April 21, 2020, (Item 3.8) in the amount of \$6,550,660. This Board action will amend the Source of Funds to include 100% use of CDBG Funds in the amount of \$150,000; and increase the project budget from \$6,550,660 to a revised project budget in the amount of \$6,700,660.

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

Attachments:

- Executed Deed Restriction
- Amendment No. 1 for State of California – Natural Resources Agency Department of Parks and Recreation Contract C9801008

RS:VC:SP:AR:tv

FM08100009946

MT #13677

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Steven Atkeson

1/4/2021

  
Gregory K. Priamos, Director County Counsel

12/18/2020



State of California - Natural Resources Agency  
Department of Parks and Recreation  
GRANT CONTRACT  
2018 Parks Bond Act

Statewide Park Development and Community Revitalization

GRANTEE County of Riverside  
GRANT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2022  
CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048  
PROJECT TITLE MECCA REGIONAL PARK DEVELOPMENT PROJECT NUMBER SW-33-006

The GRANTEE agrees to the terms and conditions of this contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE / Cost Estimate Form or Acquisition documentation for the Application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State Grant not to exceed \$5,817,660.00

County of Riverside  
Grantlee

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

By V. MANUEL PEREZ  
Typed or printed name of Authorized Representative  
[Signature]  
Signature of Authorized Representative

By Jana Clarke  
Typed or printed name of Authorized Representative  
[Signature]  
Signature of Authorized Representative

Address 44-1949 Monroe St. Suite B, Indio, CA  
Title Chairman 92201  
Date 4/21/2020

Title Supervisor  
Date 4-22-20

CERTIFICATION OF FUNDING

CONTRACT NO C9801008	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000008354	PROJECT NO. SW-33-006		
AMOUNT ENCUMBERED BY THIS DOCUMENT \$5,817,660.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2019/ 20
TOTAL AMOUNT ENCUMBERED TO DATE \$ 5,817,660.00	REPORTING STRUCTURE 37900091	ACCOUNT/ALT ACCOUNT 5432000/00000000 <del>5432000000</del>	ACTIVITY CODE 69800	PROJECT / WORK PHASE 37900000SW33006	
T.B.A. NO.	I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
B.R.. NO.	ACCOUNTING OFFICER'S SIGNATURE <u>[Signature]</u> Demetri Williams			DATE MAY 11 2020	

ATTEST:  
KECIA R. HARPER, Clerk  
By [Signature]  
DEPUTY

APR 21 2020 3.8

FORWARDED BY: [Signature] DATE: APR 23 2020  
BY: SYNTHIA M. GUNZEL

## I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and County of Riverside (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$5,817,660, subject to the terms and conditions of this CONTRACT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2022.

## II. GENERAL PROVISIONS

### A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "GUIDE" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital



Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

## **B. Project Execution**

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

## **C. Project Guide**

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

## **D. Project Administration**



1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

#### **E. Project Termination**

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated; whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.



5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

#### **F. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

#### **G. Hold Harmless**

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.



## **H. Financial Records**

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

## **I. Use of Facilities**

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the



purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

**J. Nondiscrimination**

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

**K. Severability**

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

**L. Liability**

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest

against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

**M. Assignability**

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

**N. Use of Grant Monies**

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

**O. Section Headings**

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

**P. Waiver**

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.


County of Riverside  
GRANTEE

By:   
Signature of Authorized Representative

V. MANUEL PEREZ

Title: Chairman

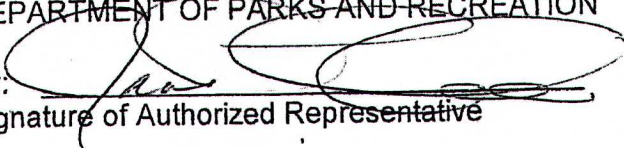
Date: 4/21/2020

STATE OF CALIFORNIA  
ATTEST:  
KEGIA R. HARPER, Clerk  
By:   
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY:  5-24-20  
CYNTHIA M. GUNZEL DATE



DEPARTMENT OF PARKS AND RECREATION

By:   
Signature of Authorized Representative

Title: Supervisor

Date: 4-22-20

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**DEED RESTRICTION PARCEL**

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DEED RECORDED SEPTEMBER 5, 2013, SHOWN AS DOCUMENT NO. 2013-0434782, OFFICIAL RECORDS OF THE RIVERSIDE COUNTY RECORDER, LOCATED IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 9 EAST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CENTERLINE INTERSECTION OF AVENUE 66 AND DALE KILER ROAD, SAID POINT ALSO BEING THE NORTH ONE-QUARTER CORNER OF SAID SECTION 17;

THENCE SOUTH 00°17'20" EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 258.33 FEET;

THENCE SOUTH 89°42'40" WEST, A DISTANCE OF 48.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF DALE KILER ROAD, AS MEASURED AT RIGHT ANGLES, AS SHOWN ON RIGHT-OF-WAY DOCUMENT RECORDED JUNE 24, 2019 AS DOCUMENT NO. 2019-0228211, OFFICIAL RECORDS OF SAID COUNTY RECORDER, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE NORTHERLY RIGHT-OF-WAY LINE OF RE-ALIGNED AVENUE 66 AS SHOWN ON SAID DOCUMENT NO. 2019-0228211, THROUGH THE FOLLOWING SIX (6) COURSES:

- (1) THENCE SOUTH 00°17'20" EAST, A DISTANCE OF 202.89 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 167.00 FEET;
- (2) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 91°17'24", AN ARC DISTANCE OF 266.08 FEET;
- (3) THENCE NORTH 88°59'56" WEST, A DISTANCE OF 259.77 FEET;
- (4) THENCE NORTH 89°52'12" WEST, A DISTANCE OF 137.09 FEET;
- (5) THENCE NORTH 00°07'48" WEST, A DISTANCE OF 10.00 FEET;
- (6) THENCE NORTH 89°52'12" WEST, A DISTANCE OF 298.90 FEET;

THENCE LEAVING SAID NORTHERLY RIGHT-WAY LINE NORTH 00°07'48" EAST, A DISTANCE OF 127.17 FEET;



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**DEED RESTRICTION PARCEL**

THENCE NORTH 89°52'12" WEST, A DISTANCE OF 13.71 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 103°01'30", AN ARC DISTANCE OF 8.99 FEET;

THENCE NORTH 13°09'18" EAST, A DISTANCE OF 13.07 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 113.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°08'18", AN ARC DISTANCE OF 12.11 FEET;

THENCE NORTH 19°17'36" EAST, A DISTANCE OF 13.05 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 80.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°55'49", AN ARC DISTANCE OF 26.43 FEET;

THENCE NORTH 00°21'47" EAST, A DISTANCE OF 67.15 FEET;

THENCE SOUTH 89°52'12" EAST, A DISTANCE OF 261.64 FEET;

THENCE NORTH 70°47'36" EAST, A DISTANCE OF 60.31 FEET;

THENCE SOUTH 85°00'34" EAST, A DISTANCE OF 65.88 FEET;

THENCE NORTH 83°26'00" EAST, A DISTANCE OF 53.82 FEET;

THENCE NORTH 54°57'30" EAST, A DISTANCE OF 99.14 FEET;

THENCE NORTH 13°57'17" EAST, A DISTANCE OF 42.95 FEET;

THENCE NORTH 23°22'03" EAST, A DISTANCE OF 31.64 FEET;

THENCE NORTH 71°39'25" EAST, A DISTANCE OF 91.34 FEET;

THENCE SOUTH 81°02'51" EAST, A DISTANCE OF 72.73 FEET;

THENCE SOUTH 64°45'43" EAST, A DISTANCE OF 87.27 FEET;

THENCE SOUTH 36°19'19" EAST, A DISTANCE OF 37.51 FEET;

THENCE SOUTH 56°18'41" EAST, A DISTANCE OF 32.61 FEET;

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**DEED RESTRICTION PARCEL**

THENCE NORTH 71°37'21" EAST, A DISTANCE OF 40.81 FEET, TO THE **TRUE POINT OF BEGINNING**;

**SUBJECT** TO EXISTING EASEMENTS, COVENANTS, RIGHTS AND RIGHTS-OF-WAY OF RECORD.

**CONTAINING** 285,325 SQUARE FEET OR 6.550 ACRES MORE OR LESS.

AS DEPICTED ON **EXHIBIT "B"** ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY OR UNDER THE DIRECTION OF:

  
\_\_\_\_\_

CHARLES R. HARRIS

P.L.S. 4989

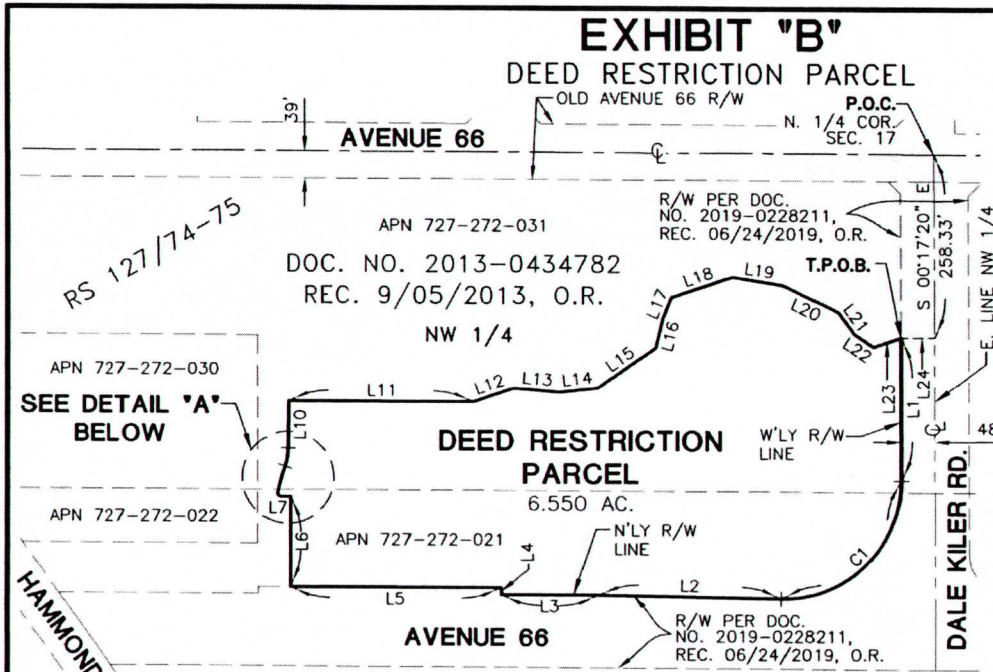


DATED: 8/26/2020



# EXHIBIT "B"

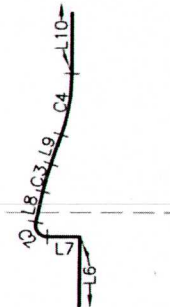
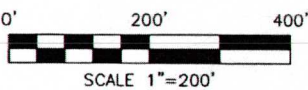
## DEED RESTRICTION PARCEL



LINE DATA		
NO.	BEARING	LENGTH
L1	S 00°17'20" E	202.89'
L2	N 88°59'56" W	259.77'
L3	N 89°52'12" W	137.09'
L4	N 00°07'48" W	10.00'
L5	N 89°52'12" W	298.90'
L6	N 00°07'48" E	127.17'
L7	N 89°52'12" W	13.71'
L8	N 13°09'18" E	13.07'
L9	N 19°17'36" E	13.05'
L10	N 00°21'47" E	67.15'
L11	S 89°52'12" E	261.64'
L12	N 70°47'36" E	60.31'
L13	S 85°00'34" E	65.88'
L14	N 83°26'00" E	53.82'
L15	N 54°57'30" E	99.14'
L16	N 13°57'17" E	42.95'
L17	N 23°22'03" E	31.64'
L18	N 71°39'25" E	91.34'
L19	S 81°02'51" E	72.73'
L20	S 64°45'43" E	87.27'
L21	S 36°19'19" E	37.51'
L22	S 56°18'41" E	32.61'
L23	N 71°37'21" E	40.81'
L24	S 89°42'40" W	48.00'

CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	91°17'24"	167.00'	266.08'
C2	103°01'30"	5.00'	8.99'
C3	06°08'18"	113.00'	12.11'
C4	18°55'49"	80.00'	26.43'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000022931.



DATED: 8/26/2020

**MSA CONSULTING, INC.**  
 > PLANNING > CIVIL ENGINEERING > LAND SURVEYING  
 34200 BOB HOPE DRIVE, RANCHO MIRAGE, CA 92270  
 760.320.9811 [MSACONSULTINGINC.COM](http://MSACONSULTINGINC.COM)  
 J.N. 2603



Assessor's Parcel No: 727-272-035 and 727-272-036  
 Address: 91403 66<sup>th</sup> Avenue, Mecca, CA 92254  
 Deed Restriction - Mecca Regional Sports Park

## **I. RECITALS**

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and County of Riverside (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$5,817,660, subject to the terms and conditions of this CONTRACT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

## **II. GENERAL PROVISIONS**

### **A. Definitions**

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "GUIDE" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital



Improvement Projects” and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

## **B. Project Execution**

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

## **C. Project Guide**

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

## **D. Project Administration**



1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

#### **E. Project Termination**

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.



5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

#### **F. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

#### **G. Hold Harmless**

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

## **H. Financial Records**

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

## **I. Use of Facilities**

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the



purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

#### **J. Nondiscrimination**

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

#### **K. Severability**

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

#### **L. Liability**

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest

against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

**M. Assignability**

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

**N. Use of Grant Monies**

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

**O. Section Headings**

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

**P. Waiver**

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

County of Riverside  
GRANTEE

By: \_\_\_\_\_  
Signature of Authorized Representative

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF CALIFORNIA



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County of Riverside  
GRANTEE

By: \_\_\_\_\_  
Signature of Authorized Representative

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF CALIFORNIA

FORM APPROVED COUNTY COUNSEL  
BY: Synthia M. Gunzel 12-15-2020  
SYNTHIA M. GUNZEL DATE

DEPARTMENT OF PARKS AND RECREATION

By: \_\_\_\_\_  
Signature of Authorized Representative

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**State of California – Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION**

**AMENDMENT TO CONTRACT**

**Contract No. C9801008 Amendment No. 1**

THIS AMENDMENT is hereby made and agreed upon by the State of California, acting through the Director of the Department of Parks and Recreation and by the County of Riverside

The State and, County of Riverside in mutual consideration of the promises made herein and in the contract in which this is an amendment, do promise as follows:

GRANT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

PROJECT TITLE Mecca Regional Park Development APPLICATION NUMBER SW-33-006

The GRANTEE agrees to the terms and conditions of this contract, hereinafter referred to as AGREEMENT, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the GRANT SCOPE as defined in the GRANT SCOPE /Cost Estimate Form of the APPLICATION filed with the State of California referenced by the application number indicated above.

Total State grant amount not to exceed \$5,817,660

The General and Special Provisions attached are made a part of and incorporated into this Contract Amendment.

In all other respects, the contract of which this is an amendment, and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

Applicant: County of Riverside

STATE DEPARTMENT OF PARKS AND RECREATION

By Karen S. Spiegel

By \_\_\_\_\_

Title Chair of the Board KAREN SPIEGEL

Date \_\_\_\_\_

Applicant's Authorized Representative as shown in Resolution

Date 01/12/2021

ATTEST:  
KECIA R. HARPER, Clerk  
By [Signature]  
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY: Synthia M Gunzel 12-15-2020  
SYNTHIA M GUNZEL DATE

**State of California – Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION**

**CERTIFICATION OF FUNDING  
(FOR STATE USE ONLY)**

CONTRACT NO <b>C9801008</b>	AMENDMENT NO <b>1</b>	CALSTRS VENDOR NO <b>0000008354</b>	PROJECT NO <b>SW-33-006</b>		
AMOUNT ENCUMBERED BY THIS DOCUMENT <b>0</b>	FUND <b>Drought, Water, Cln Air, Cstl Protc, Outdoor Fund</b>				
PRIOR AMOUNT ENCUMBERED BY THIS CONTRACT <b>\$5,817,660</b>	ITEM <b>3790-101-6088</b>	CHAPTER <b>29</b>	STATUTE <b>18</b>	FISCAL YEAR <b>2018/19</b>	
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$5,817,660</b>	INDEX <b>1091</b>	OBJ. EXPEND <b>702</b>	PCA <b>69805</b>	PROJECT/WORK PHASE	
T.B.A. NO	I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.				
B.R. NO	SIGNATURE OF ACCOUNTING OFFICER			DATE	



RECORDING REQUESTED BY:  
California Department of Parks and Recreation  
Office of Grants and Local Services

WHEN RECORDED MAIL TO:  
Office of Grants and Local Services  
PO Box 942896  
Sacramento, CA 94296-0001  
Attn: Anne Davigeadono

COPY

sent to Recorder 01/14/2021

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

### DEED RESTRICTION

I. WHEREAS, The County of Riverside (hereinafter referred to as "Owner(s)") is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018 Parks Bond Act, Statewide Park Development and Community Revitalization Program for Create the new Mecca Regional Park in the town of Mecca. Construct a new play area, jogging path with exercise equipment, covered picnic/BBQ area, sports fields, restrooms/maintenance/concessions building, public art with lighting and landscaping throughout the park. on the Property; and

IV. WHEREAS, on July 1, 2018, DPR's Office of Grants and Local Services conditionally approved Grant SW-33-006 , (hereinafter referred to as "Grant") for the creation of the new Mecca Regional Park in the town of Mecca to construct a new play area, jogging path with exercise equipment, covered picnic/BBQ area, sports fields, restrooms/maintenance/concessions building, public art with

lighting and landscaping throughout the park on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the 2018 Parks Bond Act, Statewide Park Development and Community Revitalization Program and the funds that are the subject of the Grant could therefore not have been allocated; and

VI. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2018 through June 30, 2048.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.



3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: January 12, 20 21

Business Name (if property is owned by a business): \_\_\_\_\_

Owner(s) Name(s): County of Riverside, 4080 Lemon Street, Riverside, CA 92501  
ATTN: Facilities Management

Signed: Karen S. Spiegel

**KAREN SPIEGEL**, Chair  
PRINT/TYPE NAME & TITLE OF ABOVE  
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

Signed: \_\_\_\_\_

PRINT/TYPE NAME & TITLE OF ABOVE  
(ADDITIONAL SIGNATURE, AS REQUIRED)

FORM APPROVED COUNTY COUNSEL  
BY: Synthia M. Gunzel  
SYNTHIA M. GUNZEL  
DATE: 12-15-2020

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: \_\_\_\_\_, 20 \_\_\_\_

Business Name (if property is owned by a business): \_\_\_\_\_

Owner(s) Name(s): County of Riverside, 4080 Lemon Street, Riverside, CA 92501  
ATTN: Facilities Management

Signed: \_\_\_\_\_

**V. Manual Perez, Chairman**  
\_\_\_\_\_  
PRINT/TYPE NAME & TITLE OF ABOVE  
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

Signed: \_\_\_\_\_

\_\_\_\_\_  
PRINT/TYPE NAME & TITLE OF ABOVE  
(ADDITIONAL SIGNATURE, AS REQUIRED)



**\*\*NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE\*\***

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 January 12, 2020, before me, Priscilla Rasso, Board Assistant, personally appeared Karen S. Spiegel, Chair of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia R. Harper  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

(SEAL)



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, 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)

## I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and County of Riverside (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$5,817,660, subject to the terms and conditions of this CONTRACT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024 .

## II. GENERAL PROVISIONS

### A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "GUIDE" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital



Improvement Projects” and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

## **B. Project Execution**

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

## **C. Project Guide**

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

## **D. Project Administration**



1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

#### **E. Project Termination**

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.



5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

#### **F. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

#### **G. Hold Harmless**

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

## **H. Financial Records**

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

## **I. Use of Facilities**

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the



purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

#### **J. Nondiscrimination**

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

#### **K. Severability**

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

#### **L. Liability**

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest

against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

**M. Assignability**

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

**N. Use of Grant Monies**

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

**O. Section Headings**

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

**P. Waiver**

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

County of Riverside

GRANTEE

By: Karen S. Spiegel  
Signature of Authorized Representative  
KAREN SPIEGEL

Title: Chair

Date: 1/12/2021

STATE OF CALIFORNIA

FORM APPROVED COUNTY COUNSEL  
BY: Synthia M. Gunzel 12-15-2020  
SYNTHIA M. GUNZEL DATE



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County of Riverside  
GRANTEE

By: \_\_\_\_\_  
Signature of Authorized Representative

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF CALIFORNIA

DEPARTMENT OF PARKS AND RECREATION

By: \_\_\_\_\_  
Signature of Authorized Representative

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**DEED RESTRICTION PARCEL**

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DEED RECORDED SEPTEMBER 5, 2013, SHOWN AS DOCUMENT NO. 2013-0434782, OFFICIAL RECORDS OF THE RIVERSIDE COUNTY RECORDER, LOCATED IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 9 EAST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CENTERLINE INTERSECTION OF AVENUE 66 AND DALE KILER ROAD, SAID POINT ALSO BEING THE NORTH ONE-QUARTER CORNER OF SAID SECTION 17;

THENCE SOUTH 00°17'20" EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 258.33 FEET;

THENCE SOUTH 89°42'40" WEST, A DISTANCE OF 48.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF DALE KILER ROAD, AS MEASURED AT RIGHT ANGLES, AS SHOWN ON RIGHT-OF-WAY DOCUMENT RECORDED JUNE 24, 2019 AS DOCUMENT NO. 2019-0228211, OFFICIAL RECORDS OF SAID COUNTY RECORDER, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE NORTHERLY RIGHT-OF-WAY LINE OF RE-ALIGNED AVENUE 66 AS SHOWN ON SAID DOCUMENT NO. 2019-0228211, THROUGH THE FOLLOWING SIX (6) COURSES:

(1) THENCE SOUTH 00°17'20" EAST, A DISTANCE OF 202.89 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 167.00 FEET;

(2) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 91°17'24", AN ARC DISTANCE OF 266.08 FEET;

(3) THENCE NORTH 88°59'56" WEST, A DISTANCE OF 259.77 FEET;

(4) THENCE NORTH 89°52'12" WEST, A DISTANCE OF 137.09 FEET;

(5) THENCE NORTH 00°07'48" WEST, A DISTANCE OF 10.00 FEET;

(6) THENCE NORTH 89°52'12" WEST, A DISTANCE OF 298.90 FEET;

THENCE LEAVING SAID NORTHERLY RIGHT-WAY LINE NORTH 00°07'48" EAST, A DISTANCE OF 127.17 FEET;

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**DEED RESTRICTION PARCEL**

THENCE NORTH 89°52'12" WEST, A DISTANCE OF 13.71 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 103°01'30", AN ARC DISTANCE OF 8.99 FEET;

THENCE NORTH 13°09'18" EAST, A DISTANCE OF 13.07 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 113.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°08'18", AN ARC DISTANCE OF 12.11 FEET;

THENCE NORTH 19°17'36" EAST, A DISTANCE OF 13.05 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 80.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°55'49", AN ARC DISTANCE OF 26.43 FEET;

THENCE NORTH 00°21'47" EAST, A DISTANCE OF 67.15 FEET;

THENCE SOUTH 89°52'12" EAST, A DISTANCE OF 261.64 FEET;

THENCE NORTH 70°47'36" EAST, A DISTANCE OF 60.31 FEET;

THENCE SOUTH 85°00'34" EAST, A DISTANCE OF 65.88 FEET;

THENCE NORTH 83°26'00" EAST, A DISTANCE OF 53.82 FEET;

THENCE NORTH 54°57'30" EAST, A DISTANCE OF 99.14 FEET;

THENCE NORTH 13°57'17" EAST, A DISTANCE OF 42.95 FEET;

THENCE NORTH 23°22'03" EAST, A DISTANCE OF 31.64 FEET;

THENCE NORTH 71°39'25" EAST, A DISTANCE OF 91.34 FEET;

THENCE SOUTH 81°02'51" EAST, A DISTANCE OF 72.73 FEET;

THENCE SOUTH 64°45'43" EAST, A DISTANCE OF 87.27 FEET;

THENCE SOUTH 36°19'19" EAST, A DISTANCE OF 37.51 FEET;

THENCE SOUTH 56°18'41" EAST, A DISTANCE OF 32.61 FEET;



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**DEED RESTRICTION PARCEL**


THENCE NORTH 71°37'21" EAST, A DISTANCE OF 40.81 FEET, TO THE **TRUE POINT OF BEGINNING**;

**SUBJECT** TO EXISTING EASEMENTS, COVENANTS, RIGHTS AND RIGHTS-OF-WAY OF RECORD.

**CONTAINING** 285,325 SQUARE FEET OR 6.550 ACRES MORE OR LESS.

AS DEPICTED ON **EXHIBIT "B"** ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY OR UNDER THE DIRECTION OF:

  
\_\_\_\_\_

CHARLES R. HARRIS

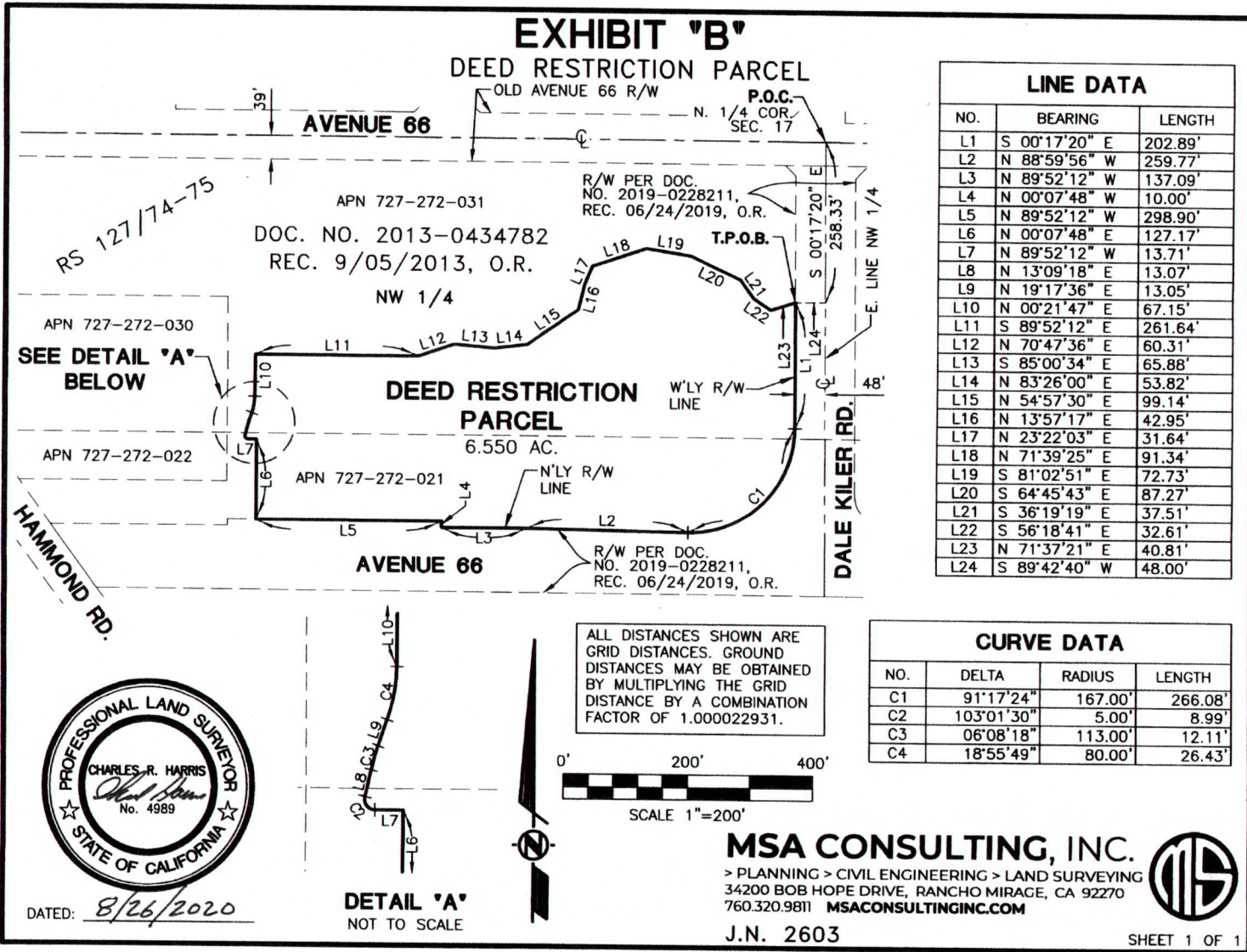
P.L.S. 4989



DATED: 8/26/2020

# EXHIBIT "B"

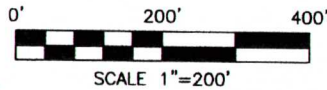
## DEED RESTRICTION PARCEL



LINE DATA		
NO.	BEARING	LENGTH
L1	S 00°17'20" E	202.89'
L2	N 88°59'56" W	259.77'
L3	N 89°52'12" W	137.09'
L4	N 00°07'48" W	10.00'
L5	N 89°52'12" W	298.90'
L6	N 00°07'48" E	127.17'
L7	N 89°52'12" W	13.71'
L8	N 13°09'18" E	13.07'
L9	N 19°17'36" E	13.05'
L10	N 00°21'47" E	67.15'
L11	S 89°52'12" E	261.64'
L12	N 70°47'36" E	60.31'
L13	S 85°00'34" E	65.88'
L14	N 83°26'00" E	53.82'
L15	N 54°57'30" E	99.14'
L16	N 13°57'17" E	42.95'
L17	N 23°22'03" E	31.64'
L18	N 71°39'25" E	91.34'
L19	S 81°02'51" E	72.73'
L20	S 64°45'43" E	87.27'
L21	S 36°19'19" E	37.51'
L22	S 56°18'41" E	32.61'
L23	N 71°37'21" E	40.81'
L24	S 89°42'40" W	48.00'

CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	91°17'24"	167.00'	266.08'
C2	103°01'30"	5.00'	8.99'
C3	06°08'18"	113.00'	12.11'
C4	18°55'49"	80.00'	26.43'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000022931.



DATED: 8/26/2020

**DETAIL "A"**  
NOT TO SCALE

**MSA CONSULTING, INC.**  
 > PLANNING > CIVIL ENGINEERING > LAND SURVEYING  
 34200 BOB HOPE DRIVE, RANCHO MIRAGE, CA 92270  
 760.320.9811 [MSACONSULTINGINC.COM](http://MSACONSULTINGINC.COM)  
**J.N. 2603**



Assessor's Parcel No: 727-272-035 and 727-272-036  
 Address: 91403 66<sup>th</sup> Avenue, Mecca, CA 92254  
 Deed Restriction - Mecca Regional Sports Park



State of California - Natural Resources Agency  
Department of Parks and Recreation  
GRANT CONTRACT  
2018 Parks Bond Act

Statewide Park Development and Community Revitalization

GRANTEE County of Riverside  
GRANT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2022  
CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048  
PROJECT TITLE MECCA REGIONAL PARK DEVELOPMENT PROJECT NUMBER SW-33-006

The GRANTEE agrees to the terms and conditions of this contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE / Cost Estimate Form or Acquisition documentation for the Application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State Grant not to exceed \$5,817,660.00

County of Riverside  
Grantee

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

By V. MANUEL PEREZ  
Typed or printed name of Authorized Representative  
[Signature]  
Signature of Authorized Representative

By Jana Clarke  
Typed or printed name of Authorized Representative  
[Signature]  
Signature of Authorized Representative

Address 44-199 Monroe St. Suite B, Indio, CA  
Title Chairman 92301  
Date 4/21/2020

Title Supervisor  
Date 4-22-20

FORWARDED BY: Synthia M. Gunzel DATE 3/24/20  
BY: SYNTHIA M. GUNZEL

CERTIFICATION OF FUNDING

CONTRACT NO C9801008	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000008354	PROJECT NO. SW-33-006
AMOUNT ENCUMBERED BY THIS DOCUMENT \$5,817,660.00	FUND Drought, Water, Cln Air, Cstl Protc, Outdoor Fund		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	ITEM 3790-101-6088	CHAPTER 29	STATUTE 18 FISCAL YEAR 2019/20
TOTAL AMOUNT ENCUMBERED TO DATE \$5,817,660.00	REPORTING STRUCTURE 37900091	ACCOUNT/ALT ACCOUNT 5432000/00000000 -5432000000	ACTIVITY CODE 69800 PROJECT / WORK PHASE 37900000SW33006
T.B.A. NO.	I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.		
B.R. NO.	ACCOUNTING OFFICER'S SIGNATURE <u>[Signature]</u> Demetri Williams	DATE	

ATTEST:  
KECIA R. HARPER, Clerk  
By [Signature]  
DEPUTY

APR 21 2020 3.8

## I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and County of Riverside (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$5,817,660, subject to the terms and conditions of this CONTRACT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2022.

## II. GENERAL PROVISIONS

### A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "GUIDE" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital



Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

## **B. Project Execution**

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

## **C. Project Guide**

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

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1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

#### **E. Project Termination**

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.



5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

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If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

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1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.



## **H. Financial Records**

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

## **I. Use of Facilities**

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the



purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

**J. Nondiscrimination**

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

**K. Severability**

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

**L. Liability**

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest

against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

**M. Assignability**

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

**N. Use of Grant Monies**

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

**O. Section Headings**

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

**P. Waiver**

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

County of Riverside  
GRANTEE

By: [Signature]  
Signature of Authorized Representative  
**V. MANUEL PEREZ**

Title: Chairman

Date: 4/21/2020

STATE OF CALIFORNIA  
ATTEST:  
KEGIA R. HARPER, Clerk  
By: [Signature]  
DERUTY

FORM APPROVED/COUNTY COUNSEL  
BY: [Signature] 5-24-20  
SYNTHIA M. GUNZEL DATE



DEPARTMENT OF PARKS AND RECREATION

By:   
Signature of Authorized Representative

Title: Supervisor

Date: 4-22-20

RECORDING REQUESTED BY:  
California Department of Parks and Recreation  
Office of Grants and Local Services

WHEN RECORDED MAIL TO:  
Office of Grants and Local Services  
PO Box 942896  
Sacramento, CA 94296-0001  
Attn: Anne Davigeadono

**2021-0048834**

01/26/2021 08:46 AM Fee: \$ 0.00

Page 1 of 29

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



1628

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**DEED RESTRICTION**

I. WHEREAS, The County of Riverside (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018 Parks Bond Act, Statewide Park Development and Community Revitalization Program for Create the new Mecca Regional Park in the town of Mecca. Construct a new play area, jogging path with exercise equipment, covered picnic/BBQ area, sports fields, restrooms/maintenance/concessions building, public art with lighting and landscaping throughout the park. on the Property; and

IV. WHEREAS, on July 1, 2018, DPR's Office of Grants and Local Services conditionally approved Grant SW-33-006, (hereinafter referred to as "Grant") for the creation of the new Mecca Regional Park in the town of Mecca to construct a new play area, jogging path with exercise equipment, covered picnic/BBQ area, sports fields, restrooms/maintenance/concessions building, public art with



lighting and landscaping throughout the park on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the 2018 Parks Bond Act, Statewide Park Development and Community Revitalization Program and the funds that are the subject of the Grant could therefore not have been allocated; and

VI. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2018 through June 30, 2048.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: January 12, 20 21

Business Name (if property is owned by a business): \_\_\_\_\_

Owner(s) Name(s): County of Riverside, 4080 Lemon Street, Riverside, CA 92501  
ATTN: Facilities Management

Signed: Karen S. Spiegel

**KAREN SPIEGEL**, Chair  
PRINT/TYPE NAME & TITLE OF ABOVE  
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

Signed: \_\_\_\_\_

PRINT/TYPE NAME & TITLE OF ABOVE  
(ADDITIONAL SIGNATURE, AS REQUIRED)

FORM APPROVED COUNTY COUNSEL  
BY: Synthia M. Gunzel  
DATE: 12-15-2020  
SYNTHIA M. GUNZEL



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Signed: \_\_\_\_\_

**V. Manual Perez, Chairman**

PRINT/TYPE NAME & TITLE OF ABOVE  
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

Signed: \_\_\_\_\_

PRINT/TYPE NAME & TITLE OF ABOVE  
(ADDITIONAL SIGNATURE, AS REQUIRED)

**\*\*NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE\*\***





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, 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)



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3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.



## **H. Financial Records**

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

## **I. Use of Facilities**

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

#### **J. Nondiscrimination**

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

#### **K. Severability**

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

#### **L. Liability**

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest



against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

**M. Assignability**

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

**N. Use of Grant Monies**

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

**O. Section Headings**

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

**P. Waiver**

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

County of Riverside  
GRANTEE

By: Karen S. Spiegel  
Signature of Authorized Representative  
KAREN SPIEGEL

Title: Chair

Date: 1/12/2021

STATE OF CALIFORNIA

FORM APPROVED COUNTY COUNSEL  
BY: Synthia M. Gunzel 10-15-2020  
SYNTHIA M. GUNZEL DATE

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County of Riverside  
GRANTEE

By: \_\_\_\_\_  
Signature of Authorized Representative

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF CALIFORNIA



DEPARTMENT OF PARKS AND RECREATION

By: \_\_\_\_\_  
Signature of Authorized Representative

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**DEED RESTRICTION PARCEL**

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY DEED RECORDED SEPTEMBER 5, 2013, SHOWN AS DOCUMENT NO. 2013-0434782, OFFICIAL RECORDS OF THE RIVERSIDE COUNTY RECORDER, LOCATED IN THE NORTHWEST QUARTER OF SECTION 17 , TOWNSHIP 7 SOUTH, RANGE 9 EAST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CENTERLINE INTERSECTION OF AVENUE 66 AND DALE KILER ROAD, SAID POINT ALSO BEING THE NORTH ONE-QUARTER CORNER OF SAID SECTION 17;

THENCE SOUTH 00°17'20" EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 258.33 FEET;

THENCE SOUTH 89°42'40" WEST, A DISTANCE OF 48.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF DALE KILER ROAD, AS MEASURED AT RIGHT ANGLES, AS SHOWN ON RIGHT-OF-WAY DOCUMENT RECORDED JUNE 24, 2019 AS DOCUMENT NO. 2019-0228211, OFFICIAL RECORDS OF SAID COUNTY RECORDER, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE NORTHERLY RIGHT-OF-WAY LINE OF RE-ALIGNED AVENUE 66 AS SHOWN ON SAID DOCUMENT NO. 2019-0228211, THROUGH THE FOLLOWING SIX (6) COURSES:

(1) THENCE SOUTH 00°17'20" EAST, A DISTANCE OF 202.89 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 167.00 FEET;

(2) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 91°17'24", AN ARC DISTANCE OF 266.08 FEET;

(3) THENCE NORTH 88°59'56" WEST, A DISTANCE OF 259.77 FEET;

(4) THENCE NORTH 89°52'12" WEST, A DISTANCE OF 137.09 FEET;

(5) THENCE NORTH 00°07'48" WEST, A DISTANCE OF 10.00 FEET;

(6) THENCE NORTH 89°52'12" WEST, A DISTANCE OF 298.90 FEET;

THENCE LEAVING SAID NORTHERLY RIGHT-WAY LINE NORTH 00°07'48" EAST, A DISTANCE OF 127.17 FEET;



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**DEED RESTRICTION PARCEL**

THENCE NORTH 89°52'12" WEST, A DISTANCE OF 13.71 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 103°01'30", AN ARC DISTANCE OF 8.99 FEET;

THENCE NORTH 13°09'18" EAST, A DISTANCE OF 13.07 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 113.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°08'18", AN ARC DISTANCE OF 12.11 FEET;

THENCE NORTH 19°17'36" EAST, A DISTANCE OF 13.05 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 80.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°55'49", AN ARC DISTANCE OF 26.43 FEET;

THENCE NORTH 00°21'47" EAST, A DISTANCE OF 67.15 FEET;

THENCE SOUTH 89°52'12" EAST, A DISTANCE OF 261.64 FEET;

THENCE NORTH 70°47'36" EAST, A DISTANCE OF 60.31 FEET;

THENCE SOUTH 85°00'34" EAST, A DISTANCE OF 65.88 FEET;

THENCE NORTH 83°26'00" EAST, A DISTANCE OF 53.82 FEET;

THENCE NORTH 54°57'30" EAST, A DISTANCE OF 99.14 FEET;

THENCE NORTH 13°57'17" EAST, A DISTANCE OF 42.95 FEET;

THENCE NORTH 23°22'03" EAST, A DISTANCE OF 31.64 FEET;

THENCE NORTH 71°39'25" EAST, A DISTANCE OF 91.34 FEET;

THENCE SOUTH 81°02'51" EAST, A DISTANCE OF 72.73 FEET;

THENCE SOUTH 64°45'43" EAST, A DISTANCE OF 87.27 FEET;

THENCE SOUTH 36°19'19" EAST, A DISTANCE OF 37.51 FEET;

THENCE SOUTH 56°18'41" EAST, A DISTANCE OF 32.61 FEET;

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**DEED RESTRICTION PARCEL**

THENCE NORTH 71°37'21" EAST, A DISTANCE OF 40.81 FEET, TO THE **TRUE POINT OF BEGINNING**;

**SUBJECT** TO EXISTING EASEMENTS, COVENANTS, RIGHTS AND RIGHTS-OF-WAY OF RECORD.

**CONTAINING** 285,325 SQUARE FEET OR 6.550 ACRES MORE OR LESS.

AS DEPICTED ON **EXHIBIT "B"** ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY OR UNDER THE DIRECTION OF:

*Charles R. Harris*

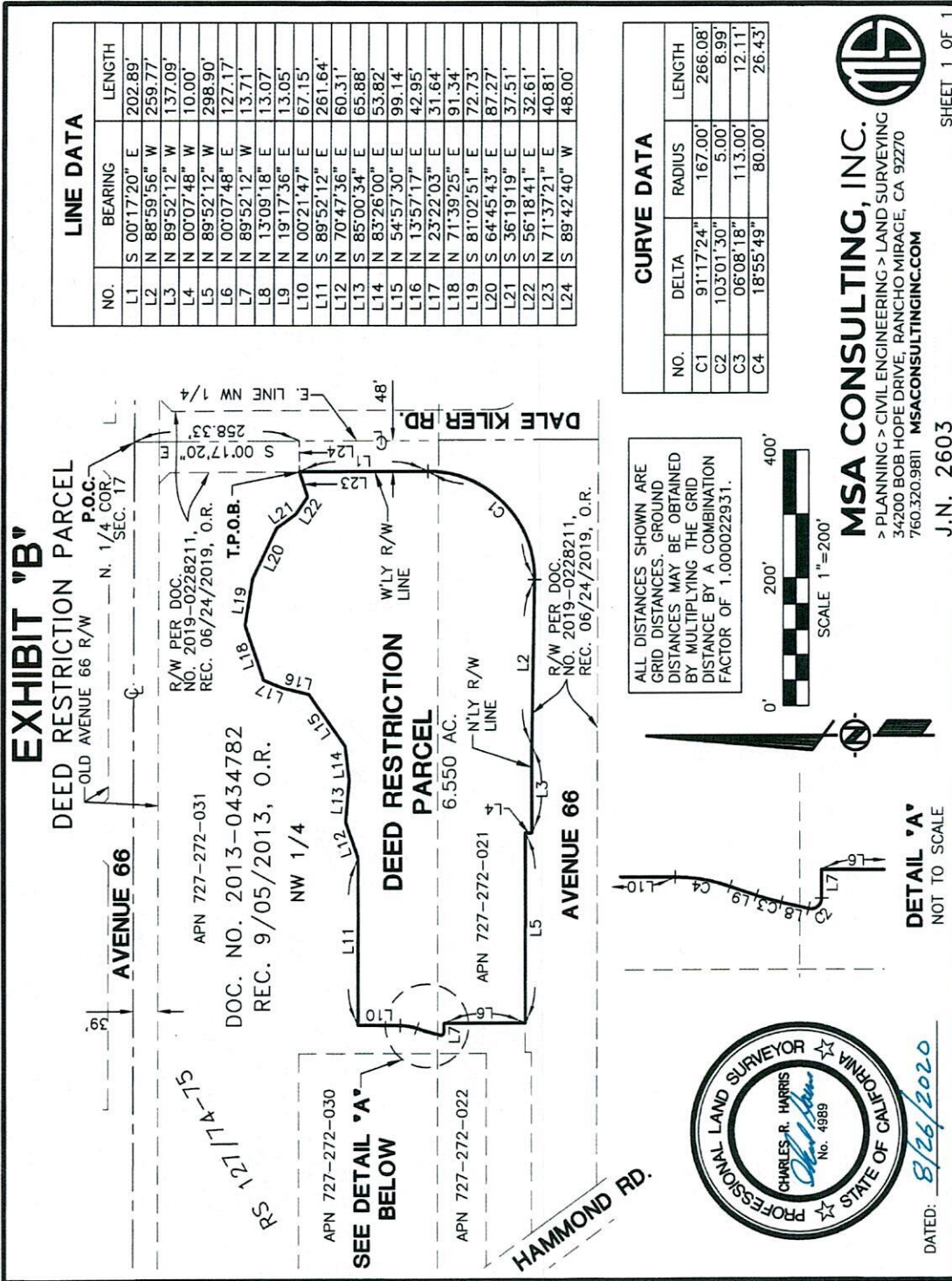
CHARLES R. HARRIS

P.L.S. 4989



DATED: *8/26/2020*

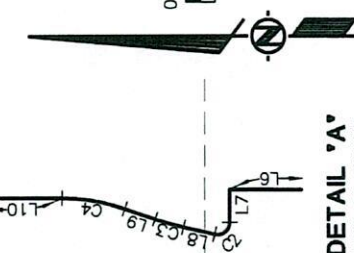




LINE DATA		
NO.	BEARING	LENGTH
L1	S 00°17'20" E	202.89'
L2	N 88°59'56" W	259.77'
L3	N 89°52'12" W	137.09'
L4	N 00°07'48" W	10.00'
L5	N 89°52'12" W	298.90'
L6	N 00°07'48" E	127.17'
L7	N 89°52'12" W	13.71'
L8	N 13°09'18" E	13.07'
L9	N 19°17'36" E	13.05'
L10	N 00°21'47" E	67.15'
L11	S 89°52'12" E	261.64'
L12	N 70°47'36" E	60.31'
L13	S 85°00'34" E	65.88'
L14	N 83°26'00" E	53.82'
L15	N 54°57'30" E	99.14'
L16	N 13°57'17" E	42.95'
L17	N 23°22'03" E	31.64'
L18	N 71°39'25" E	91.34'
L19	S 81°02'51" E	72.73'
L20	S 64°45'43" E	87.27'
L21	S 36°19'19" E	37.51'
L22	S 56°18'41" E	32.61'
L23	N 71°37'21" E	40.81'
L24	S 89°42'40" W	48.00'

CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
C1	91°17'24"	167.00'	266.08'
C2	103°01'30"	5.00'	8.99'
C3	06°08'18"	113.00'	12.11'
C4	18°55'49"	80.00'	26.43'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000022931.



**MSA CONSULTING, INC.**  
 > PLANNING > CIVIL ENGINEERING > LAND SURVEYING  
 34200 BOB HOPE DRIVE, RANCHO MIRAGE, CA 92270  
 760.320.9811 MSACONSULTINGINC.COM

**DETAIL "A"**  
 NOT TO SCALE

DATED: 8/26/2020

Assessor's Parcel No: 727-272-035 and 727-272-036  
 Address: 91403 66<sup>th</sup> Avenue, Mecca, CA 92254  
 Deed Restriction - Mecca Regional Sports Park

State of California - Natural Resources Agency  
 Department of Parks and Recreation  
**GRANT CONTRACT**  
 2018 Parks Bond Act  
 Statewide Park Development and Community Revitalization

GRANTEE County of Riverside

GRANT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2022

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

PROJECT TITLE MECCA REGIONAL PARK DEVELOPMENT PROJECT NUMBER SW-33-006

The GRANTEE agrees to the terms and conditions of this contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE / Cost Estimate Form or Acquisition documentation for the Application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State Grant not to exceed \$5,817,660.00

County of Riverside  
 \_\_\_\_\_  
 Grantee

STATE OF CALIFORNIA  
 DEPARTMENT OF PARKS AND RECREATION

By V. MANUEL PEREZ  
 \_\_\_\_\_  
 Typed or printed name of Authorized Representative

*V. Manuel Perez*  
 \_\_\_\_\_  
 Signature of Authorized Representative

By Jana Clarke  
 \_\_\_\_\_  
 Typed or printed name of Authorized Representative

*Jana Clarke*  
 \_\_\_\_\_  
 Signature of Authorized Representative

Address 44-199 Monroe St, Suite B, Indio, CA  
 \_\_\_\_\_

Title Chairman 92301  
 \_\_\_\_\_

Date 4/21/2020  
 \_\_\_\_\_

Title Supervisor  
 \_\_\_\_\_

Date 4-22-20  
 \_\_\_\_\_

**CERTIFICATION OF FUNDING**

CONTRACT NO C9801008	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000008354	PROJECT NO. SW-33-006
AMOUNT ENCUMBERED BY THIS DOCUMENT \$5,817,660.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 29
		STATUTE 18	FISCAL YEAR 2019/ 20
TOTAL AMOUNT ENCUMBERED TO DATE \$5,817,660.00		REPORTING STRUCTURE 37900091	ACCOUNT/ALT ACCOUNT 5432000/000000000 -5432000000*
		ACTIVITY CODE 69800	PROJECT / WORK PHASE 37900000SW33006
T.B.A. NO.	I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.		
B.R.. NO.	ACCOUNTING OFFICER'S SIGNATURE <i>Demetri Williams</i> <b>Demetri Williams</b>		DATE MAY 1 2020

ATTEST:  
 KECIA R. HARPER, Clerk  
 By *[Signature]*  
 DEPUTY

FORWARDED BY: SYNTHIA M. GUNZEL DATE 3-24-20

APR 21 2020 3.8



## I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and County of Riverside (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$5,817,660, subject to the terms and conditions of this CONTRACT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2022.

## II. GENERAL PROVISIONS

### A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "GUIDE" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital

Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

## **B. Project Execution**

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

## **C. Project Guide**

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

## **D. Project Administration**



1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

#### **E. Project Termination**

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated; whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

#### **F. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

#### **G. Hold Harmless**

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.



## **H. Financial Records**

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

## **I. Use of Facilities**

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

**J. Nondiscrimination**

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

**K. Severability**

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

**L. Liability**

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest



against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

**M. Assignability**

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

**N. Use of Grant Monies**

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

**O. Section Headings**

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

**P. Waiver**

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

County of Riverside  
GRANTEE

By: V. Manuel Perez  
Signature of Authorized Representative

Title: Chairman

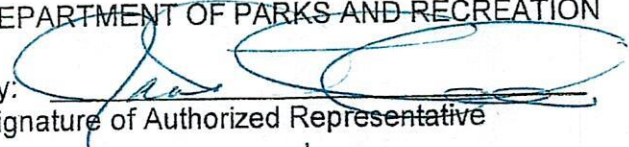
Date: 4/21/2020

V. MANUEL PEREZ

STATE OF CALIFORNIA  
ATTEST:  
KECIA R. HARPER, Clerk  
By: [Signature]  
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY: Synthia M. Gunzel 5-24-20  
SYNTHIA M. GUNZEL DATE

DEPARTMENT OF PARKS AND RECREATION

By:   
Signature of Authorized Representative

Title: Supervisor

Date: 4-22-20