

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



ITEM: 13.1  
(ID # 23502)

MEETING DATE:  
Tuesday, May 07, 2024

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

**SUBJECT:** REGIONAL PARKS AND OPEN SPACE DISTRICT: Approve and Authorize the Clerk of the Board to Record the Deed Restriction for Stagecoach Stop Park at Gilman Ranch, District 5. [\$0] (Clerk to Record Deed Restriction)

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

1. Approve the Deed Restriction form and authorize the execution and delivery of the Deed Restriction for the Stagecoach Stop Park at Gilman Ranch (Stagecoach Stop Park) Project;
2. Authorize the Clerk of the Board to record the Deed Restriction; and
3. Direct the Clerk of the Board to return one (1) copy of the recorded Deed Restriction to the Regional Park and Open-Space District (RivCoParks).

**ACTION:Policy**

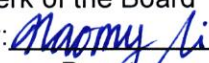
  
Kyla R. Brown, General Manager 11/17/2023

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**MINUTES OF THE BOARD OF DIRECTORS**

On motion of Director Perez, seconded by Director Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: May 7, 2024  
xc: Parks, Recorder

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment:</b>	<b>No</b>
			<b>For Fiscal Year:</b>	23/24

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

**BACKGROUND:**

**Summary**

On January 12, 2021, per minute order 13.2, RivCoParks Board of Directors authorized the acceptance of grant funds from the State of California, Department of Parks and Recreation, Office of Grants and Local Services (State Parks) for the development of a new park at Gilman Ranch and Wagon Museum in City of Banning, to be known as Stagecoach Stop Park. Grant funds were awarded to construct a new playground, community room, interpretive trail, support amenities, and improvements to the path of travel throughout the site.

As a condition of the award of Proposition 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.

County Counsel has approved the Deed Restriction as to form.

**IMPACT ON CITIZENS AND BUSINESSES**

Stagecoach Stop Park would make use of largely vacant land, owned by RivCoParks, surrounding the historic core of the Gilman Ranch and Wagon Museum. The creation of this park will complement the history of Gilman Ranch through carefully selected design elements and aesthetics, while providing residents of the surrounding community much needed, currently non-existent park amenities, and socially equitable access to outdoor recreation.

**ATTACHMENTS**

- Deed Restriction

  
 Douglas Cardonez Jr. 4/29/2024

  
 Aaron Gettis, Chief of Deputy County Counsel 4/25/2024

2024-0133613

05/08/2024 11:42 AM Fee: \$ 0.00

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



5342

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: Sara Schlusser

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**DEED RESTRICTION**

I. WHEREAS, Riverside County Regional Park and Open-Space District (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 Stagecoach Stop Park at Gilman Ranch in the City of Banning. Construct a community/recreation center, interpretive playground, picnic areas, botanical garden/orchard, disc golf course, picnic areas, horseshoe pits, pathways, interpretive nature hiking trail to mountain area, parking lot with lighting, and landscaping throughout the park. on the Property; and

IV. WHEREAS, on July 1, 2021, DPR's Office of Grants and Local Services conditionally approved Grant SW-33-013 , (hereinafter referred to as "Grant") for Create Stagecoach Stop Park at Gilman Ranch in the City of Banning. Construct a community/recreation center, interpretive playground, picnic areas, botanical garden/orchard, disc golf course, picnic areas, horseshoe pits, pathways,

interpretive nature hiking trail to mountain area, parking lot 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 granted; 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, 2020 through June 30, 2050.

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: May 07, 20 24

ATTEST:  
BY Maemmy Li  
DEPUTY  
KIMBERLY A. RECTOR, Clerk

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

Owner(s) Name(s): Riverside County Regional Park and Open-Space District

Signed: [Signature]

**KEVIN JEFFRIES**

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 [Signature] 5/24/24  
RYAN D YABKO DATE

**\*\*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 May 07, 2024, before me, Naomy Sicra, a COB Assistant, personally appeared Kevin Jeffries, Chair of the Regional Park and Open-Space District Board of Supervisors, 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; 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

Kimberly A. Rector  
Clerk of the Board of Supervisors

By: Naomy Sicra  
Deputy Clerk

(SEAL)

**PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER**

**Recorder**  
P.O. Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

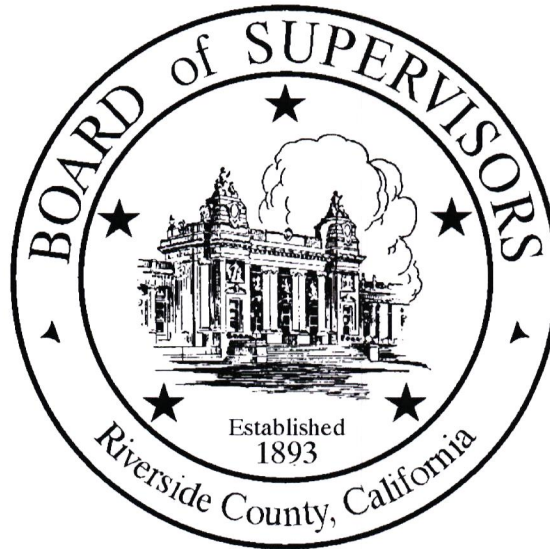
www.riversideacr.com

**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION FOR SEAL for the Riverside County Board of Supervisors  
(EMBOSSSED ON DOCUMENT)



Date: 05/07/2024

Signature: \_\_\_\_\_

*Naomy Si*

Print Name: Naomy Sicra, Clerk of the Board Assistant



**Exhibit A**

**Legal Description of Property**

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

That portion of the South Half of the Northeast Quarter and of the Southeast Quarter of Section 5, Township 3 South, Range 1 East, San Bernardino Base and Meridian, according to private survey, described as follows:

BEGINNING at the Southeast corner of said Section 5; thence North along the East line of said Section 5, 718.70 feet to the Southerly corner of parcel conveyed to J. E. Walker by deed recorded in Book 542, Page 316 of Official Records, Riverside County Records; thence following the Westerly line of said deed, North 31 degrees, 05 minutes West, 1290.00 feet; North 1 degrees, 25 minutes West, 329.10 feet; North 19 degrees, 31 minutes West, 1143 feet; North 13 degrees, 21 minutes

West, 333 feet; North 34 degrees, 56 minutes West, 198 feet; North 21 degrees, 21 minutes West,

266.25 feet to the North line of said South Half of the Northeast quarter and the South line of parcel conveyed to J. E. Walker by Deed of Trust recorded in Book 622, Page 505 of Official Records of said County; thence North 89 degrees, 59 minutes, 50 seconds West along said North line of South half of the Northeast Quarter and the Southerly line of said deed 1330.30 feet to the Northwest corner of said South Half of Northeast Quarter of Section 5, 1320.06 feet to a point distant North 0 degrees, 11 minutes, 30 seconds West, 2640.00 feet from the Southwest corner of said Southeast Quarter; thence South 46 degrees, 59 minutes, 30 seconds East, 1595.58 feet to a point in the Westerly line of the East Quarter of the East Half of the West Half of said Southeast Quarter; thence South 0 degrees, 06 minutes, 28 seconds East along said Westerly line 1549.62 feet to the Southwest corner of said East Quarter of the East Half of the West Half of the Southeast Quarter; thence North 89 degrees, 54 minutes East along the South line of said Section 5, 1492.54 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion conveyed to the City of Banning by deed recorded December 19, 1963, as Instrument No. 134174 of Official Records of Riverside County.

FURTHER EXCEPTING THEREFROM that portion conveyed to the County of Riverside by deed recorded July 7, 1977, as Instrument No. 127432 of Official Records. (Tax Assessor's No. 535-070-018-3)

AND FURTHER EXCEPTING THEREFROM that portion conveyed to Frank J. Burgess and Lorna D. Burgess, Trustee of the Burgess Family Trust, dated December 5, 1989, as Instrument No. 433558 of Official Records. (Tax Assessor's Number: 535-070-022-6)

TAX ASSESSOR'S NUMBER: 535-060-008-3 / 535-070-023-7 / 535-070-038-1

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

GRANTEE Riverside County Regional Park and Open-Space District

GRANT PERFORMANCE PERIOD is from CONTRACT July 01, 2020 through June 30, 2025

PERFORMANCE PERIOD is from July 01, 2020 through June 30, 2050

PROJECT TITLE STAGECOACH STOP PARK AT GILMAN RANCH PROJECT NUMBER SW-33-013


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 \$6,050,000.00

Riverside County Regional Park and Open-Space District  
 Grantee


By Kyla Brown  
Typed or printed name of Authorized Representative  
  
Digitally signed by Kyla Brown  
 DN: cn=Kyla Brown, o=Riverside County, ou=Regional Park & Open Space District, email=kylabrown@rivco.org, c=US  
 Date: 2022.02.18.12:30:20 -0800  
 Signature of Authorized Representative

Address 4600 Crestmore Rd.

Title General Manager

Date 2/18/22

STATE OF CALIFORNIA  
 DEPARTMENT OF PARKS AND RECREATION

By Jana Clarke  
DocuSigned by:  
 Typed or printed name of Authorized Representative  
  
96CAD152004346D  
 Signature of Authorized Representative

Title Supervisor

Date 3/28/2022

**CERTIFICATION OF FUNDING**  
**(For State Use Only)**

CONTRACT NO C9803089	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000008354			PROJECT NO. SW-33-013
AMOUNT ENCUMBERED BY THIS DOCUMENT \$6,050,000.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 6	STATUTE 20	FISCAL YEAR 2021/22
TOTAL AMOUNT ENCUMBERED TO DATE \$6,050,000.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69807	PROJECT / WORK PHASE 3790000SW33013

## I. RECITALS

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

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$6,050,000, subject to the terms and conditions of this CONTRACT and the 2020/21 California State Budget, Chapter 6, statutes of 2020, 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, 2020 to June 30, 2025.

## 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.

Riverside County Regional Park and Open-Space District  
GRANTEE

By:  \_\_\_\_\_  
Digitally signed by Kyla Brown  
DN: cn=Kyla Brown, o=Riverside County, ou=Regional Park  
& Open-Space District, email=kylabrown@rivco.org, c=US  
Date: 2022.02.18 12:31:26 -08'00'  
Signature of Authorized Representative

Title: General Manager

Date: 2/18/22

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:  
*Jana Clarke*  
By: \_\_\_\_\_  
Signature of Authorized Representative

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

Date: 3/28/2022 \_\_\_\_\_