

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



ITEM: 13.4
(ID # 25397)

MEETING DATE:
Tuesday, July 09, 2024

FROM : Regional Parks and Open Space District

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT Approve and Authorize the Clerk of the Board to Record the Deed Restrictions for Hidden Valley Nature Center and Box Springs Mountain Reserve, Districts 2 and 5 [\$0].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Deed Restriction form and authorize the execution and delivery of the Deed Restriction for the Hidden Valley Nature Center Improvements Project;
2. Approve the Deed Restriction form and authorize the execution and delivery of the Deed Restriction for the Box Springs Mountain Reserve Trails Project;
3. Authorize the Clerk of the Board to record the Deed Restrictions; and
4. Direct the Clerk of the Board to return one (1) copy of the recorded Deed Restrictions to the Regional Park and Open-Space District (District).

ACTION:Policy


Kyla R. Brown, General Manager 6/19/2024

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Spiegel, seconded by Director Perez 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: July 9, 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**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	N/A
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On August 29, 2017, per minute order 13.5, District 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 its Outdoor Environmental Education Facilities Grant Program. Grant funds were awarded to cover improvements to the Hidden Valley Nature Center, including amphitheater renovation and outdoor classroom. Grant funds were also awarded to provide interpretative signage to be installed at Box Springs Mountain Reserve.

As a condition of the award of Proposition 40 grant funds, State Parks requires a deed restriction be recorded to ensure that the use of the land is developed for the improvements consistent with the public purposes of the 2002 Resources Bond Act, Outdoor Environmental Education Facilities Program.

County Counsel has approved the Deed Restrictions as to form.

Impact on Residents and Businesses

These funds will provide the citizens of Riverside County with additional environmental education resources and improved trails.

Attachments

- Hidden Valley Nature Center Deed Restriction
- Hidden Valley Nature Center Exhibit A: Legal Description
- Hidden Valley Nature Center Exhibit B: Grant Contract
- Box Springs Deed Restriction
- Box Springs Exhibit A: Legal Description
- Box Springs Exhibit A1: Legal Description
- Box Springs Exhibit B: Grant Contract

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


Douglas Ordóñez Jr. 7/11/2024


Aaron Gettis, Chief of Deputy County Counsel 6/27/2024

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

2024-0205716

07/11/2024 09:22 AM Fee: \$ 0.00

Page 1 of 15

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



5342

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 2002 Resources Bond Act, Outdoor Environmental Education Facilities Program for Renovate the outdoor amphitheater with accessible pathways, lighting, shade structures and native shade trees, and install new interpretive elements at Hidden Valley Wildlife Area in Western Riverside County. on the Property; and

IV. WHEREAS, on July 1, 2017, DPR's Office of Grants and Local Services conditionally approved Grant OE-33-001 , (hereinafter referred to as "Grant") for Renovate the outdoor amphitheater with accessible pathways, lighting, shade structures and native shade trees, and install new interpretive elements at Hidden Valley Wildlife Area in Western Riverside County. 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 2002 Resources Bond Act, Outdoor Environmental Education Facilities 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, 2017 through June 30, 2047.

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. 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: July 09, 20 24

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

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

Signed: 

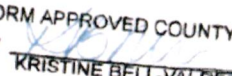
Kevin Jeffries, Chair Board of Directors
PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

Signed: _____

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

ATTEST:
KIMBERLY A. RECTOR, Clerk

By  _____
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY  _____
KRISTINE BELL-VALDEZ DATE

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

**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: 07/09/2024

Signature: _____

Naomy Sicra

Print Name: Naomy Sicra, Clerk of the Board Assistant

Exhibit A

Legal Description of Property

That parcel of land located in the unincorporated area of Riverside County, California, being a portion of:

Map of the Jurupa Rancho, Map Book 9, Page 33, Records of the Recorder of San Bernardino County, California;

Lot No. 38 of the Rancho La Sierra as confirmed to Vincente Sepulveda by United States Patent and recorded in Book "A" of Land Patents, Page 257 of Official Records of San Bernardino County, California as shown on Government Plat of the Rancho La Sierra on file in the Office of the Surveyor General and approved December 21, 1887;

Lot No. 37 of the Jurupa Rancho as confirmed to Abel Steams by United States Patent and recorded in Book "A" of Land Patents, Page 374 of Official Records of San Bernardino County, California as shown on Government Plat of the Jurupa Rancho on file in the Office of the Surveyor General and approved December 21, 1887, described as follows:

Beginning at Station 7 as shown on map on file in Book 16, Pages 52 through 55 of Records of Survey, Records of said Recorder of Riverside County, said Station 7 also being a point in the Southerly line of Section 27 as shown by said Record of Survey, said point also being in the Northerly line of Subdivision of the Rancho La Sierra, Map Book 6, Page 70, records of said Recorder:

Thence North 88° 55' 52" West (formerly recorded North 89° 34' 30" West) along the Northerly line of said Subdivision of Rancho La Sierra, also being said Southerly line of said Section 27 as shown on said map on file in Book 16, Pages 52 through 55 of Records of Survey, a distance of 2,482.83 feet;

Thence North 09° 49' 01" West, a distance of 397.15 feet;

Thence North 75 ° 40' 15" East, a distance of 941.56 feet;

Thence North 14 ° 52' 35" West, a distance of 218.40 feet;

Thence North 57° 22' 44" East, a distance of 216.33 feet;

Thence South 83 ° 21' 32" East, a distance of 411.95 feet;

Thence South 55 ° 23' 06" East, a distance of 1,103.86 feet;

Thence South 78° 49' 32" East, a distance of 711.23 feet;

Thence South 03 ° 01' 54" East, a distance of 295.00 feet to said Northerly line of said Subdivision of Rancho La Sierra, also being the Southerly line of said map on file in Book 16, Pages 52 through 55 of Records of Survey;

Thence North 88° 58' 32" West (formerly recorded North 89° 37' 10" West), a distance of 490.00 feet to Station 8 as shown on said Record of Survey;

Thence North 01 ° 03' 08" East (formerly recorded North 00° 24' 30" East), a distance of 100.00 feet to the point of beginning.

Containing 40.525 acres, more or less.

Reference is hereby made to Map No. 834-G on file in the office of the County Surveyor Riverside County, California.

State of California - Natural Resources Agency
Department of Parks and Recreation
GRANT CONTRACT
2002 Resources Bond Act
Outdoor Environmental Education Facilities

GRANTEE Riverside County Regional Park and Open Space District

PROJECT PERFORMANCE PERIOD is from July 01, 2017 through June 30, 2025

CONTRACT PERFORMANCE PERIOD is from July 01, 2017 through June 30, 2047

PROJECT TITLE HIDDEN VALLEY WILDLIFE AREA

PROJECT NUMBER OE-33-001

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 according to the terms of this Agreement. 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.

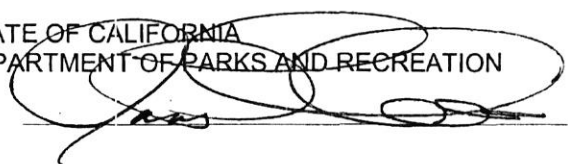
Total State Grant amount not to exceed **\$275,000.00**

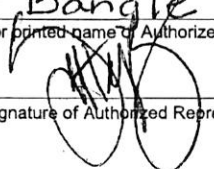
The General and Special Provisions attached are made a part of and incorporated into the Contract.

Riverside County Regional Park and Open Space District
 Grantee

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

By Scott Bangle
 Typed or printed name of Authorized Representative

By 

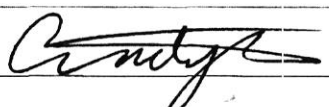
By 
 Signature of Authorized Representative

Title General Manager

Date 3/11/19

Date 3/29/19

CERTIFICATION OF FUNDING

CONTRACT NO C0232045	AMENDMENT NO	CALSTARS VENDOR NO. 000000303000 40305 <u>40345</u>			PROJECT NO. OE-33-001
AMOUNT ENCUMBERED BY THIS DOCUMENT \$275,000.00		FUND. Clean Water, Cln Air, Cstl Protc Fd, CA			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6029	CHAPTER 14/17	STATUTE 17	FISCAL YEAR 2018/19
TOTAL AMOUNT ENCUMBERED TO DATE \$275,000.00		INDEX 1091	OBJ. EXPEND 702	ACTIVITY CODE 66068	PROJECT / WORK PHASE <u>3740000000E33001 RV</u>
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 			DATE. <u>4/22/19</u>	

I. RECITALS

1. This AGREEMENT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," or "STATE") and Riverside County Regional Park and Open Space District (hereinafter referred to as "GRANTEE").
2. The California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 authorizes STATE to award grants to eligible entities for the purpose of Sections 5096.600 through 5096.683 43 of the Public Resources Code.
3. Pursuant to the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, STATE is authorized to oversee and manage grants to eligible entities for the purposes stated within its provisions. Funding for this grant program was made available through the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002.
4. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT MONIES") not to exceed Two Hundred Seventy Five Thousand Dollars (\$275,000), subject to the terms and conditions of this AGREEMENT, the GUIDES, any legislation applicable to the ACT, and the APPLICATION.
5. In consideration thereof GRANTEE agrees to abide by the terms and conditions of this AGREEMENT as well as the provisions of the ACT. GRANTEE acknowledges that the GRANT MONIES are not a gift or a donation.
6. In addition to the terms and conditions of this AGREEMENT, the parties agree that the terms and conditions contained in the documents set forth below are hereby incorporated into and made part of this AGREEMENT.
 - a. The GRANT ADMINISTRATION GUIDE;
 - b. The APPLICATION GUIDE;
 - c. The submitted APPLICATION.

II. GENERAL PROVISIONS

A. Definitions

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

1. The term "ACT" means the statutory basis for these grant programs.
2. The term "APPLICATION" means the individual project application packet for a grant pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "CONTRACT PERFORMANCE PERIOD" means the period of time described in Section 1 of this AGREEMENT.
4. The term "COMPETITIVE GRANT PROGRAM" means the Outdoor Environmental Education Facilities Grant.
5. The term "DEVELOPMENT" means capital improvements to real property by means of construction of permanent or fixed features of the property.
6. The term "GRANT PERFORMANCE PERIOD" means the period of time described in the contract face sheet during which eligible costs can be charged to the grant and which begins on the date of appropriation and ends on the fund liquidation date.

7. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in the APPLICATION.
8. The term "GUIDES" means the documents identified as the "Application Guide for the Outdoor Environmental Education Facilities Grant Program" and the "Grant Administration Guide for the Outdoor Environmental Education Facilities Program." The GUIDES provide the procedures and policies controlling the administration of the grant.
9. The term "PROPERTY" refers to every parcel of property to which grant funds will be used for the development and/or acquisition thereof
10. The term "PROJECT TERMINATION" refers to the non-completion of a GRANT SCOPE.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the ACT, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this AGREEMENT, in consideration of, and on condition that, the sum be expended only in carrying out the purposes set forth in the GRANT SCOPE, and under the terms and conditions set forth in this AGREEMENT.

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

2. After STATE has approved the APPLICATION, all changes and alterations to the GRANT SCOPE must be first approved in writing by the STATE. GRANTEE'S failure to comply with this provision may be construed as a breach of the terms of the AGREEMENT and result in the termination of the project.

To maintain the integrity of the COMPETITIVE GRANT PROGRAM, the GRANTEE agrees that any 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 complete the GRANT SCOPE in accordance with the time of the GRANT PERFORMANCE PERIOD set forth in the contract face sheet, and under the terms and conditions of this contract.
4. 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.).
5. The GRANTEE shall at all times comply with all applicable current laws and regulations affecting ACQUISITION and 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.)
6. If the GRANT SCOPE includes ACQUISITION of real property, the GRANTEE agrees to comply at all times with all applicable State and local laws or ordinances affecting relocation and real property ACQUISITION.

7. GRANTEE agrees that lands acquired with GRANT MONIES shall not be acquired through the use of eminent domain.

C. Project Costs

1. GRANTEE agrees to abide by the GUIDES, as they may be updated by the State from time to time.
2. GRANTEE acknowledges that the STATE may make reasonable changes to its procedures as set forth in the GUIDES. If the STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time of such update.

D. Project Administration

1. If GRANT MONIES are advanced, the advanced funds shall be placed in an interest bearing account until expended. Advanced funds must be spent within six months from the date of receipt, unless the STATE waives this requirement in writing. 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 a request for a project status report. The GRANTEE shall also 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 the contract face sheet.
3. The STATE shall have the right to inspect all property or facilities acquired and/or developed pursuant to this contract and the GRANTEE shall make said property available for inspection upon 24 hours' notice from the STATE
4. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment to Grantee may not be made until the work described in the GRANT SCOPE is complete.
5. Any grant funds that have not been expended by the GRANTEE under the terms of this contract shall revert to the STATE.

E. Project Termination

1. In the event of non-completion of a GRANT SCOPE, the STATE may request the return of any grant funds advanced or reimbursed to the Grantee. Any grant funds that have not been expended by the GRANTEE shall revert or be returned to the STATE.
2. Unless the provisions of this AGREEMENT provide otherwise, after encumbrance, this contract may be rescinded, modified or amended only by mutual written agreement between the GRANTEE and the STATE, unless the provisions of this AGREEMENT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with any of the terms of this AGREEMENT 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 AGREEMENT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE shall mitigate its losses to the best of its ability.

4. Because the benefit to be derived by the STATE, from the full compliance by the GRANTEE with the terms of this contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities, opportunities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent, the amount of money furnished by the STATE by way of GRANT MONIES under the provisions of this contract, the GRANTEE agrees that payment by the GRANTEE to the STATE of an amount equal to the amount of the GRANT MONIES disbursed under this AGREEMENT by the STATE would be inadequate compensation to the STATE for any breach by the GRANTEE of this AGREEMENT. The GRANTEE further agrees therefore, that in addition to compensatory damages, the appropriate remedy in the event of a breach of this AGREEMENT by the GRANTEE shall be the specific performance of this contract, unless otherwise agreed to by the STATE.

F. Budget Contingency Clause

For purposes of this program, if funding for any fiscal year is reduced or deleted by the State Budget Act, executive order, the legislature, or by any other provision of statute, 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 a reduced grant amount. This Paragraph shall not require the mutual agreement of the parties.

G. Indemnity

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. To the fullest extent of the law, the GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses and liability costs arising out of the DEVELOPMENT, construction, operation or maintenance of the property described as the project or GRANT SCOPE 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 STATE shall bear its own litigation costs, expenses, and attorney's 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 and 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 and records for the project and GRANT SCOPE 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 and GRANT SCOPE termination or 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 and GRANT SCOPE in connection with such assistance that is given or used, (c) the amount and nature of that portion of the GRANT SCOPE and 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 GRANTEE'S 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 5 years following final payment.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees to operate and maintain any property developed with the GRANT MONIES for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The GRANTEE agrees that during the CONTRACT PERFORMANCE PERIOD, any income earned by the GRANTEE from a STATE approved non-recreational use of the project shall be used for recreational purposes at the project, or, if approved by the STATE, for recreational purposes within the GRANTEE'S jurisdiction.
3. All facilities shall have operating hours consistent with the times proposed in the APPLICATION and be open to members of the public in accordance with the project selection criteria in the APPLICATION, unless otherwise granted permission by the State and except as noted under the special provisions of this AGREEMENT or under provisions of the enabling legislation and/or grant program.

4. The GRANTEE agrees that for the duration of the CONTRACT PERFORMANCE PERIOD, any property developed with GRANT MONIES under this AGREEMENT shall be used only for the purposes of the grant and consistent with the GRANT SCOPE referenced in the APPLICATION unless prior written approval is given by the State.
5. The GRANTEE agrees to use any property developed with GRANT MONIES under this AGREEMENT only for the purposes of the grant and no other use, sale, or other disposition shall be permitted except as authorized by a specific act of the legislature in which event the property shall be replaced by the grantee with property of equivalent value and usefulness as determined by STATE.
6. The property developed may be transferred to another eligible entity only if the successor entity assumes the obligations imposed under this AGREEMENT and with written approval of the STATE.
7. 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 of California, acting through the DPR, or its successor, 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 DPR a guarantor or a surety for any debt or mitigation, nor does it waive DPR's rights to enforce performance under the Grant Contract.
8. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint or other notice of the initiation of such proceedings.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, creed, color, national origin, age, religion, ancestry, sexual orientation, disability, medical condition, or marital status in the use of a specific facility included in the GRANT SCOPE.
2. The GRANTEE shall not discriminate against any person on the basis of residence, and shall not apply differences in admission or other fees on the basis of residence. Fees shall be reasonable and not unduly prevent use by economically disadvantaged members of the public.

K. Severability

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

L. Liability

STATE assumes no responsibility for assuring the safety of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this AGREEMENT 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.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this AGREEMENT shall not be assignable by the GRANTEE either in whole or in part. Any attempts by Grantee to make such an assignment are void.

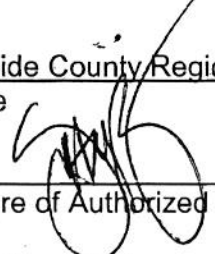
N. Section Headings

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

O. Waiver

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

Riverside County Regional Park and Open Space District
Grantee

By:  _____
Signature of Authorized Representative (Position Authorized in the Resolution)

Title: General Manager

Date: 3/1/19

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 Schlussler

2024-0205718

07/11/2024 09:22 AM Fee: \$ 0.00

Page 1 of 22

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



5342

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 2002 Resources Bond Act, Outdoor Environmental Education Facilities Program for Construct trailhead kiosks and interpretive signs on existing trails in Box Springs Mountain Reserve in Moreno Valley. on the Property; and

IV. WHEREAS, on July 1, 2017, DPR's Office of Grants and Local Services conditionally approved Grant OE-33-002, (hereinafter referred to as "Grant") for Construct trailhead kiosks and interpretive signs on existing trails in Box Springs Mountain Reserve in Moreno Valley. 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 2002 Resources Bond Act, Outdoor

Environmental Education Facilities 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, 2017 through June 30, 2037.

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. 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: July 09, 20 24

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

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

Signed: 

Kevin Jeffries, Chair Board of Directors
PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

Signed: _____

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

ATTEST:
KIMBERLY A. RECTOR, Clerk

By  _____
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY  _____
KRISTINE BELL-VALDEZ 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 July 09, 2024, before me, Naomy Sicra, a COB Assistant, personally appeared Kevin Jeffries, Chair of the Board of Directors of Riverside County Regional Parks and Open-Space District, 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:  _____
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: 07/09/2024

Signature: _____

Naomy Li

Print Name: Naomy Sicra, Clerk of the Board Assistant

Exhibit A

Legal Description of Property

Parcel 1:

The Northwest one-quarter of the Northwest one-quarter of Section 22, Township 2 South, Range 4 West, San Bernardino Base and Meridian according to United States Government Survey.

Parcel 2:

The Northeast one-quarter of Section 17, Township 2 South, Range 4 West, San Bernardino Base and Meridian according to United States Government Survey;

EXCEPTING therefrom the portion described as follows:

Commencing at a point on the North line of the South one-half of the Northwest one-quarter of said Section, which bears South 89° 54' 30" East, 1,678.37 feet from the Northwest corner thereof;
Thence South 81° 00' 30" East, 662.24 feet;
Thence South 09° 46' 30" West, 245.00 feet for the point of beginning;
Thence South 88° 13' 30" East, 354.00 feet;
Thence North 09° 46' 30" East, 280.00 feet;
Thence North 88° 13' 30" West, 389.00 feet;
Thence South 09° 46' 30" West, to a point on a line which bears South 66° 02' 30" West, from the point of beginning;
Thence North 66° 02' 30" East, to the point of beginning;

ALSO EXCEPTING therefrom that portion described as follows:

Commencing at the most Easterly corner of Lot F (Two Trees Road) of Belvedere Heights as shown by map on file in Book 22, Page 31 of Maps, Riverside County Records;
Thence North 25° 30' West, along the Easterly line of said Lot F, 41.45 feet to a point thereon;
Thence North 45° 28' East, 116.77 feet;
Thence North 70° 24' East, 89.85 feet;
Thence North 78° 49' East, 170.00 feet;
Thence North 78° 49' East, 200.05 feet;
Thence North 70° 38' East, 156.01 feet;
Thence South 85° 02' East, 45.56 feet;
Thence South 60° 42' East, 165.51 feet;
Thence North 80° 19' East, 144.74 feet;
Thence South 70° 05' East, 95.00 feet;
Thence South 81° 49' East, 66.30 feet;
Thence North 80° 35' East, 99.35 feet;
Thence South 86° 34' East, 227.76 feet; Thence South 86° 20' East, 263.10 feet;
Thence North 18° 20' 30" East, 20.88 feet to the TRUE POINT OF BEGINNING:
Thence North 18° 20' 30" East, 140.63 feet;
Thence South 71° 39' 30" East, 102.00 feet;
Thence South 18° 20' 30" West, 110.08 feet;
Thence North 88° 20' West, 106.47 feet to the true point of beginning.

ALSO EXCEPTING therefrom that portion described as follows:

Commencing at the most Easterly corner of Lot F (Two Trees Road) of Belvedere Heights as shown by map on file in Book 22, Page 31 of Maps, Riverside County Records;
Thence North 25° 31' West, along the Easterly line of said Lot F, 41.45 feet to a point thereon;
Thence North 45° 28' East, 116.77 feet;

Thence North 70° 24' East, 89.85 feet;
Thence North 78° 49' East, 170.00 feet;
Thence North 78° 49' East, 200.05 feet;
Thence North 70° 38' East, 156.01 feet;
Thence South 85° 02' East, 45.56 feet;
Thence South 60° 42' East, 165.51 feet;
Thence North 80° 19' East, 144.74 feet;
Thence South 70° 05' East, 95.00 feet;
Thence South 81° 49' East, 66.30 feet;
Thence North 80° 35' East, 99.35 feet;
Thence South 34° 14' West, 123.06 feet;
Thence South 84° 21' West, 215.77 feet;
Thence South 61° 20' East, 103.75 feet;
Thence South 36° 00' East, 71.53 feet;
Thence South 05° 27' East, 144.05 feet;
Thence South 59° 37' East, 133.56 feet;
Thence North 79° 26' East, 235.05 feet;
Thence North 54° 09' East, 82.71 feet;
Thence South 81° 39' East, 68.91 feet;
Thence South 64° 15' East, 68.58 feet;
Thence South 89° 26' East, 73.50 feet to the TRUE POINT OF BEGINNING: Thence North 00°
34' East,
30.00 feet;
Thence South 89° 26' East, 100.00 feet;
Thence South 00° 34' West, 100.00 feet;
Thence North 89° 26' West, 100.00 feet;
Thence North 00° 34' East, 70.00 feet to the TRUE POINT OF BEGINNING.

Parcel 3:

The Southeast one-quarter of Section 21, Township 2 South, Range 4 West, San Bernardino Base and Meridian according to United States Government Survey;

EXCEPTING the South 165.00 feet of the Southeast one-quarter of the Southeast one-quarter of the Southeast one-quarter of said Section 21.

Parcel 4:

The East one-half of the Northeast one-quarter of the Northwest one-quarter of Section 21, Township 2 South, Range 4 West, San Bernardino Base and Meridian according to United States Government Survey.

Parcel 5:

That portion of the South one-half of the Northwest one-quarter and that portion of the North one-half of the Southwest one-quarter of Section 21, Township 2 South, Range' 4 West, San Bernardino Base and Meridian, described as follows:

Commencing at a point on the North line of the Southwest one-quarter of-Section 21, 1,443.01 feet East of the Northwest corner of the Southwest one-quarter of Section 21;

Thence South 65° 06' East, 800.00 feet;
Thence South 13° 29' East, 94.86 feet to the TRUE POINT OF BEGINNING;
Thence North 82° 51' East, 170.00feet;
Thence South 07° 09' East, 195.00 feet;
Thence North 89° 56' 10" East, 163.19 feet;
Thence South 00° 03' 50" East, 722.01 feet to the Southerly line of the North one- half of the Southwest one-quarter of said Section 21;
Thence North 89° 56' 10" East, along the Southerly line of the North one-half of the Southwest one-quarter of said Section 21, a distance of 73.32 feet more or less to the North-South center

section line;

Thence North, along the North-South center section to the Southeast corner of the East one-half of the Northeast one-quarter of the Northwest one-quarter of Section 21;

Thence North 89° 35' 30" West, along the North line of the South one-half of the Northwest one-quarter to a point South 89° 35' 30" East, 480.08 feet from the Northeast corner of Parcel 1 as shown on Record of Survey on file in Book 36, Page 78 of Records of Survey, Riverside County Records;

Thence South 26° 07' 40" East, 51.73 to the most Northerly corner of that certain parcel of land conveyed to Martin L. Thomas by Deed recorded May 23, 1956 as Instrument No. 36092;

Thence South 39° 52' 20" East, 163.00 feet;

Thence South 69° 24' 20" East, 23.00 feet;

Thence South 29° 21' 20" East, 62.00 feet;

Thence North 89° 13' 10" East, 4.00 feet;

Thence South 16° 07' 40" East, 163.78 feet;

Thence South 66° 28' 55" West, 64.10 feet;

Thence South 77° 56' 40" West, 125.00 feet;

Thence South 69° 22' 35" West, 167.53 feet;

Thence North 07° 31' 50" West, 25.03 feet, to the Southeast corner of that certain parcel of land conveyed to Sam Fantuzo et ux recorded April 19, 1957 as Instrument No. 28653;

Thence South 80° 42' West, 143.10 feet to the Southeast corner of that certain parcel of land conveyed to Myron E. Jenness et ux by Deed recorded February 24, 1955 as Instrument No.

12275;

Thence South 88° 57' 40" West, 25.78 feet;

Thence South 55° 06' West, 43.26 feet to the Northeast corner of Two Trees Road as conveyed to the County of Riverside by Deed recorded June 22, 1964 as Instrument No. 76385;

Thence South 34° 54' East, 39.91 feet;

Thence North 55° 04' 30" East, 20.27 feet;

Thence North 88° 36' 25" East, 82.79 feet;

Thence North 88° 36' 25" East, 81.14 feet;

Thence North 69° 19' 15" East, 171.40 feet;

Thence North 77° 34' 45" East, 126.00 feet;

Thence South 18° 08' 15" East, 20.10 feet;

Thence North 66° 10' 45" East, 75.14 feet;

Thence South 08° 39' East, 34.95 feet;

Thence South 28° 27' 30" West, 27.20 feet to the beginning of a curve concave to the South having a radius of 20.00 feet, the initial radial line bears North 30° 54' 30" West;

Thence Westerly through an angle of 44° 04' 40" an arc length of 15.39 feet to a point of compound curvature concave to the South, having a radius of 80.00 feet, the initial radial line bears North 45° 14' 00" West;

Thence Westerly through an angle of 14° 19' 30" an arc length of 20.00 feet;

Thence South 36° 54' 05" East, 13.12 feet;

Thence South 25° 31' 53" East, 84.25 feet;

Thence South 05° 38' 27" East, 205.37 feet;

Thence South 03° 46' East, 133.10 feet;

Thence South 86° 24' West, 56.28 feet;

Thence South 03° 06' West, 226.07 feet;

Thence South 02° 50' 50" West, 433.71 feet;

Thence North 64° 50' 30" West, 222.74 feet;

Thence South 11° 50' West, 30.83 feet;

Thence South 64° 56' 40" East, 18.00 feet more or less to a point which bears North 25° 29' 20" East, 30.00 feet from the Northwest corner of that certain parcel conveyed to Thomas E.

Turrentine by Deed recorded January 4, 1963, as Instrument No. 1115;

Thence South 25° 29' 20" West, 30.00 feet;

Thence South 64° 30' 40" East, 110.00 feet;

Thence South 63° 45' 15" East, 138.58 feet;

Thence South 13° 27' 55" East, 55.86 feet to the point of beginning; EXCEPTING therefrom that portion described as follows:

Commencing at the West one-quarter corner of the said Section;

Thence North 89° 54' East, along the North line of the Southwest one-quarter of the said Section, a distance of 1,443.01 feet;

Thence South 65° 06' East, a distance of 800.00 feet; Thence South 13° 29' East, a distance of 94.86 feet; Thence North 82° 51' East, a distance of 170.00 feet;

Thence North 74° 12' East, a distance of 58.00 feet to the point of beginning of the parcel of land to be described;

Thence North 56° 04' 30" East, a distance of 141.94 feet; Thence South 13° 38' East, a distance of 226.87 feet;

Thence North 59° 29' West, a distance of 222.00 feet to the point of beginning;

ALSO EXCEPTING therefrom the portion described as follows:

Commencing at a point on the North line of the South one-half of the Northwest one-quarter of said Section, which bears South 89° 54' 30" East, 1,678.37 feet from the Northwest corner thereof;

Thence South 81° 00' 30" East, 662.24 feet;

Thence South 09° 46' West, 245.00 feet for the point of beginning; Thence South 88° 13' 30" East, 354.00 feet;

Thence North 09° 46' 30" East, 280.00 feet;

Thence North 88° 13' 30" West, 389.00 feet;

Thence South 09° 46' 30" West, to a point on a line which bears South 66° D2' 30" West, from the point of beginning;

Thence North 66° 02' 30" East, to the point of beginning.

ALSO EXCEPTING therefrom that portion described as follows:

Commencing at the most Easterly corner of Lot F (Two Trees Road) of Belvedere Heights as shown by map on file in Book 22 at Page 31 of Maps, Riverside County Records;

Thence North 25° 30' West, along the Easterly line of said Lot F, 41.45 feet to a point thereon;

Thence North 45° 28' East, 116.77 feet;

Thence North 70° 24' East, 89.85 feet;

Thence North 78° 49' East, 170.00 feet;

Thence North 78° 49' East, 200.05 feet;

Thence North 70° 38' East, 156.01 feet;

Thence South 85° 02' East, 45.56 feet;

Thence South 60° 42' East, 165.51 feet;

Thence North 80° 19' East, 144.74 feet;

Thence South 70° 05' East, 95.00 feet;

Thence South 81° 49' East, 66.30 feet;

Thence North 80° 35' East, 99.35 feet;

Thence South 34° 14' West, 123.06 feet;

Thence South 84° 21' West, 215.77 feet to the TRUE POINT OF BEGINNING: Thence North 04° 50' West, 14.26 feet;

Thence South 85° 10' West, 63.02 feet; Thence South 04° 50' East, 40.00 feet; Thence North 85° 10' East, 63.02 feet;

Thence North 04° 50' West, 25.74 feet to the true point of beginning.

Parcel 8:

The right to drain water from the fish pond located near the Easterly line of Parcel 1 as described in the Deed to Richard E. Block and Jane C. Block, husband and wife, recorded December 2, 1971, as Instrument No. 137878 through the presently existing drainage pipe. The outlet and valve to said drainage pipe are located in the stream channel within ten feet, more or less, of the following described point:

Beginning at the Northwest corner of Parcel 1 described above; Thence North 79° 03' 45" East, a distance of 236.08 feet;

Thence North 56° 26' 50" East, a distance of 23.75 feet (the preceding two [2] courses being along the Northerly line of said Parcel 1);

Thence North 74° 00' 00" East, 6.50 feet to said described point.

Parcels: 257-220-001, 258-130-007, 258-020-010, 258-050-015, 258-050-022, 258-120-005, 258-060-007, 258-110-006, 258-070-001 and 258-080-001

Exhibit A

Legal Description of Property

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

PARCEL A:

THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY,

APN: 260-030-003-6; 260-030-004-7; 260-030-005-8; PORTION OF 260-030-007-0 PARCEL B: THE SOUTH ½ OF THE SOUTHEAST¼ OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO .BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY.

EXCEPTING THEREFROM THE SOUTHEAST¼ OF THE SOUTHEAST¼ OF THE SOUTHEAST 1/4 OF SAID SECTION 26,

APN: PORTION OF 260-030-007-0 PARCEL C: THE WEST½ OF THE EAST½ OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY.

APN: PORTION OF 260-020-001-3 PARCEL D: THE SOUTH ½ OF THE SOUTHWEST¼ OF THE NORTHWEST¼ OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY.

APN: 260-020-006-8 PARCEL E: THE NORTH ½ OF THE NORTHWEST ¼, OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY, EXCEPTING THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST ¼, 660 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE, AT A RIGHT ANGLE, SOUTH 363 FEET; THENCE, AT A RIGHT ANGLE, EAST 132 FEET; THENCE, AT A RIGHT ANGLE, NORTH 363 FEET TO THE NORTH LINE OF SAID SECTION; THENCE WEST ALONG SAID NORTH LINE 132 FEET TO THE POINT OF BEGINNING, ALSO EXCEPTING THEREFROM THE EAST 44 FEET AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DOCUMENT RECORDED OCTOBER 25, 1959 AS INSTRUMENT NO. 91389 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THE WATER SPRING LOCATED THEREON. APN: PORTION OF 260-020-001-3
PARCEL F:'

THE NORTH ¼ OF THE SOUTHEAST ¼ OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY.

APN: PORTION OF 260-030-007-0

PARCEL 1:
THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY.

APN: 257-230-001-8

PARCEL 2:
THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN BOX SPRINGS ROAD AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED APRIL 17, 1945, IN BOOK 666, PAGE 516 AND MAY 23, 1945 IN BOOK 681, PAGE 92, BOTH OF OFFICIAL RECORDS.

APN: 257-230-002-9

PARCEL 3:
THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN BOX SPRINGS ROAD AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED APRIL 17, 1945, IN BOOK 666, PAGE 516 AND MAY 23, 1945 IN BOOK 681, PAGE 92, BOTH OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF BOX SPRINGS ROAD AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED APRIL 17, 1945, IN BOOK 666, PAGE 516 AND MAY 23, 1945 IN BOOK 681, PAGE 92, BOTH OF OFFICIAL RECORDS.

APN: 257-230-003-0

PARCEL 4:
THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN BOX SPRINGS ROAD AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED APRIL 17, 1945, IN BOOK 666, PAGE 516 AND MAY 23, 1945 IN BOOK 681, PAGE 92, BOTH OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WESTERLY OF BOX SPRINGS ROAD AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED APRIL 17, 1945, IN BOOK 666,

PAGE 516 AND MAY 23, 1945 IN BOOK 681, PAGE 92, BOTH OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO ONA F. SANDERS BY DOCUMENT RECORDED FEBRUARY 24, 1965 AS INSTRUMENT NO. 21088, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 257-230-005-2

PARCEL 5:

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY.

APN: 257-220-002-8

PARCEL 6:

THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN BOX SPRINGS ROAD AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED APRIL 17, 1945, IN BOOK 666, PAGE 516 AND MAY 23, 1945 IN BOOK 681, PAGE 92, BOTH OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION LYING SOUTHERLY OF BOX SPRINGS ROAD AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED APRIL 17, 1945, IN BOOK 666, PAGE 516 AND MAY 23, 1945 IN BOOK 681, PAGE 92, BOTH OF OFFICIAL RECORDS.

APN: 257-220-003-9

PARCEL 7:

THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN BOX SPRINGS ROAD AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED APRIL 17, 1945, IN BOOK 666, PAGE 516 AND MAY 23, 1945 IN BOOK 681, PAGE

92, BOTH OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION LYING NORTHERLY OF BOX SPRINGS ROAD AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED APRIL 17, 1945, IN BOOK 666, PAGE 516 AND MAY 23, 1945 IN BOOK 681,
PAGE 92, BOTH OF OFFICIAL RECORDS.

APN: 257-220-004-0

APN(s): 257-230-001-8, 257-230-002-9, 257-230-003-0, 257-230-005-2, 257-220-002-8, 257-220-003-9 and 257-220-004-0

Parcels:

257-220-002, 257-220-003,
257-220-004, 257-230-001,
257-230-002, 257-230-003,
257-230-005, 260-020-001,
260-020-006, 260-030-003,
260-030-004, 260-030-005,
and 260-030-007

State of California - Natural Resources Agency
Department of Parks and Recreation
GRANT CONTRACT
2002 Resources Bond Act
Outdoor Environmental Education Facilities

GRANTEE Riverside County Regional Park and Open Space District

PROJECT PERFORMANCE PERIOD is from July 01, 2017 through June 30, 2025

CONTRACT PERFORMANCE PERIOD is from July 01, 2017 through June 30, 2037

PROJECT TITLE BOX SPRINGS MOUNTAIN RESERVE TRAILS PROJECT NUMBER OE-33-002

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 according to the terms of this Agreement. 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 **\$25,000.00**

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

Riverside County Regional Park and Open Space District
 Grantee

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

By Scott Bangle
 Typed or printed name of Authorized Representative

By 

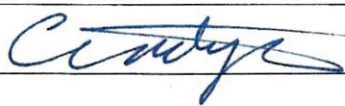
By 
 Signature of Authorized Representative

Title General Manager

Date 3/11/19

Date 3/28/19

CERTIFICATION OF FUNDING

CONTRACT NO C0232046	AMENDMENT NO	CALSTARS VENDOR NO. 000000303300 <u>3790-101-6029</u> 0000040305 <u>40345</u>			PROJECT NO. OE-33-002
AMOUNT ENCUMBERED BY THIS DOCUMENT \$25,000.00		FUND. Clean Water, Cln Air, Cstl Protc Fd, CA			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6029	CHAPTER 14/17	STATUTE 17	FISCAL YEAR 2018/19
TOTAL AMOUNT ENCUMBERED TO DATE \$25,000.00		INDEX 1091	OBJ. EXPEND 702	ACTIVITY CODE 66068	PROJECT / WORK PHASE <u>3790-101-6029 OE 33-002</u>
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 			DATE. <u>4/22/19</u>	

I. RECITALS

1. This AGREEMENT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," or "STATE") and Riverside County Regional Park and Open Space District (hereinafter referred to as "GRANTEE").
2. The California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 authorizes STATE to award grants to eligible entities for the purpose of Sections 5096.600 through 5096.683 43 of the Public Resources Code.
3. Pursuant to the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, STATE is authorized to oversee and manage grants to eligible entities for the purposes stated within its provisions. Funding for this grant program was made available through the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002.
4. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT MONIES") not to exceed Twenty-Five Thousand Dollars (\$25,000), subject to the terms and conditions of this AGREEMENT, the GUIDES, any legislation applicable to the ACT, and the APPLICATION.
5. In consideration thereof GRANTEE agrees to abide by the terms and conditions of this AGREEMENT as well as the provisions of the ACT. GRANTEE acknowledges that the GRANT MONIES are not a gift or a donation.
6. In addition to the terms and conditions of this AGREEMENT, the parties agree that the terms and conditions contained in the documents set forth below are hereby incorporated into and made part of this AGREEMENT.
 - a. The GRANT ADMINISTRATION GUIDE;
 - b. The APPLICATION GUIDE;
 - c. The submitted APPLICATION.

II. GENERAL PROVISIONS

A. Definitions

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

1. The term "ACT" means the statutory basis for these grant programs.
2. The term "APPLICATION" means the individual project application packet for a grant pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "CONTRACT PERFORMANCE PERIOD" means the period of time described in Section 1 of this AGREEMENT.
4. The term "COMPETITIVE GRANT PROGRAM" means the Outdoor Environmental Education Facilities Grant.
5. The term "DEVELOPMENT" means capital improvements to real property by means of construction of permanent or fixed features of the property.
6. The term "GRANT PERFORMANCE PERIOD" means the period of time described in the contract face sheet during which eligible costs can be charged to the grant and which begins on the date of appropriation and ends on the fund liquidation date.

7. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in the APPLICATION.
8. The term "GUIDES" means the documents identified as the "Application Guide for the Outdoor Environmental Education Facilities Grant Program" and the "Grant Administration Guide for the Outdoor Environmental Education Facilities Program." The GUIDES provide the procedures and policies controlling the administration of the grant.
9. The term "PROPERTY" refers to every parcel of property to which grant funds will be used for the development and/or acquisition thereof
10. The term "PROJECT TERMINATION" refers to the non-completion of a GRANT SCOPE.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the ACT, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this AGREEMENT, in consideration of, and on condition that, the sum be expended only in carrying out the purposes set forth in the GRANT SCOPE, and under the terms and conditions set forth in this AGREEMENT.

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

2. After STATE has approved the APPLICATION, all changes and alterations to the GRANT SCOPE must be first approved in writing by the STATE. GRANTEE'S failure to comply with this provision may be construed as a breach of the terms of the AGREEMENT and result in the termination of the project.

To maintain the integrity of the COMPETITIVE GRANT PROGRAM, the GRANTEE agrees that any 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 complete the GRANT SCOPE in accordance with the time of the GRANT PERFORMANCE PERIOD set forth in the contract face sheet, and under the terms and conditions of this contract.
4. 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.).
5. The GRANTEE shall at all times comply with all applicable current laws and regulations affecting ACQUISITION and 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.)
6. If the GRANT SCOPE includes ACQUISITION of real property, the GRANTEE agrees to comply at all times with all applicable State and local laws or ordinances affecting relocation and real property ACQUISITION.

7. GRANTEE agrees that lands acquired with GRANT MONIES shall not be acquired through the use of eminent domain.

C. Project Costs

1. GRANTEE agrees to abide by the GUIDES, as they may be updated by the State from time to time.
2. GRANTEE acknowledges that the STATE may make reasonable changes to its procedures as set forth in the GUIDES. If the STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time of such update.

D. Project Administration

1. If GRANT MONIES are advanced, the advanced funds shall be placed in an interest bearing account until expended. Advanced funds must be spent within six months from the date of receipt, unless the STATE waives this requirement in writing. 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 a request for a project status report. The GRANTEE shall also 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 the contract face sheet.
3. The STATE shall have the right to inspect all property or facilities acquired and/or developed pursuant to this contract and the GRANTEE shall make said property available for inspection upon 24 hours' notice from the STATE
4. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment to Grantee may not be made until the work described in the GRANT SCOPE is complete.
5. Any grant funds that have not been expended by the GRANTEE under the terms of this contract shall revert to the STATE.

E. Project Termination

1. In the event of non-completion of a GRANT SCOPE, the STATE may request the return of any grant funds advanced or reimbursed to the Grantee. Any grant funds that have not been expended by the GRANTEE shall revert or be returned to the STATE.
2. Unless the provisions of this AGREEMENT provide otherwise, after encumbrance, this contract may be rescinded, modified or amended only by mutual written agreement between the GRANTEE and the STATE, unless the provisions of this AGREEMENT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with any of the terms of this AGREEMENT 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 AGREEMENT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE shall mitigate its losses to the best of its ability.

4. Because the benefit to be derived by the STATE, from the full compliance by the GRANTEE with the terms of this contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities, opportunities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent, the amount of money furnished by the STATE by way of GRANT MONIES under the provisions of this contract, the GRANTEE agrees that payment by the GRANTEE to the STATE of an amount equal to the amount of the GRANT MONIES disbursed under this AGREEMENT by the STATE would be inadequate compensation to the STATE for any breach by the GRANTEE of this AGREEMENT. The GRANTEE further agrees therefore, that in addition to compensatory damages, the appropriate remedy in the event of a breach of this AGREEMENT by the GRANTEE shall be the specific performance of this contract, unless otherwise agreed to by the STATE.

F. Budget Contingency Clause

For purposes of this program, if funding for any fiscal year is reduced or deleted by the State Budget Act, executive order, the legislature, or by any other provision of statute, 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 a reduced grant amount. This Paragraph shall not require the mutual agreement of the parties.

G. Indemnity

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. To the fullest extent of the law, the GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses and liability costs arising out of the DEVELOPMENT, construction, operation or maintenance of the property described as the project or GRANT SCOPE 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 STATE shall bear its own litigation costs, expenses, and attorney's 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 and 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 and records for the project and GRANT SCOPE 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 and GRANT SCOPE termination or 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 and GRANT SCOPE in connection with such assistance that is given or used, (c) the amount and nature of that portion of the GRANT SCOPE and 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 GRANTEE'S 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 5 years following final payment.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees to operate and maintain any property developed with the GRANT MONIES for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The GRANTEE agrees that during the CONTRACT PERFORMANCE PERIOD, any income earned by the GRANTEE from a STATE approved non-recreational use of the project shall be used for recreational purposes at the project, or, if approved by the STATE, for recreational purposes within the GRANTEE'S jurisdiction.
3. All facilities shall have operating hours consistent with the times proposed in the APPLICATION and be open to members of the public in accordance with the project selection criteria in the APPLICATION, unless otherwise granted permission by the State and except as noted under the special provisions of this AGREEMENT or under provisions of the enabling legislation and/or grant program.

4. The GRANTEE agrees that for the duration of the CONTRACT PERFORMANCE PERIOD, any property developed with GRANT MONIES under this AGREEMENT shall be used only for the purposes of the grant and consistent with the GRANT SCOPE referenced in the APPLICATION unless prior written approval is given by the State.
5. The GRANTEE agrees to use any property developed with GRANT MONIES under this AGREEMENT only for the purposes of the grant and no other use, sale, or other disposition shall be permitted except as authorized by a specific act of the legislature in which event the property shall be replaced by the grantee with property of equivalent value and usefulness as determined by STATE.
6. The property developed may be transferred to another eligible entity only if the successor entity assumes the obligations imposed under this AGREEMENT and with written approval of the STATE.
7. 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 of California, acting through the DPR, or its successor, 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 DPR a guarantor or a surety for any debt or mitigation, nor does it waive DPR's rights to enforce performance under the Grant Contract.
8. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint or other notice of the initiation of such proceedings.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, creed, color, national origin, age, religion, ancestry, sexual orientation, disability, medical condition, or marital status in the use of a specific facility included in the GRANT SCOPE.
2. The GRANTEE shall not discriminate against any person on the basis of residence, and shall not apply differences in admission or other fees on the basis of residence. Fees shall be reasonable and not unduly prevent use by economically disadvantaged members of the public.

K. Severability

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

L. Liability

STATE assumes no responsibility for assuring the safety of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this AGREEMENT 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.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this AGREEMENT shall not be assignable by the GRANTEE either in whole or in part. Any attempts by Grantee to make such an assignment are void.

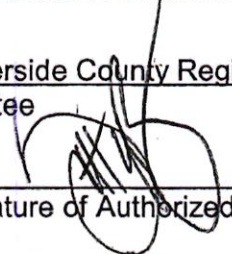
N. Section Headings

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

O. Waiver

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

Riverside County Regional Park and Open Space District
Grantee

By:  _____
Signature of Authorized Representative (Position Authorized in the Resolution)

Title: General Manager

Date: 3/11/19