

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



**ITEM: 13.8**  
(ID # 26276)

**MEETING DATE:**  
Tuesday, November 05, 2024

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

**SUBJECT:** REGIONAL PARKS AND OPEN SPACE DISTRICT: Approval of Hidden Valley Farmland License Agreement between Riverside County Park and Open-Space District and Rusemad Ventures, Inc., to farm waterfowl-friendly crops and host annual community events for a term of 5 years; CEQA Exempt per State CEQA Guidelines Section 15061(b)(3); District 2 [\$0]

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

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(3) – Common Sense Exemption;
2. Approve the License Agreement between Riverside County Regional Park and Open-Space District (District) and Rusemad Ventures, Inc., a California corporation;
3. Authorize the Chairman of the Board to execute three (3) copies of the License Agreement;
4. Authorize the General Manager, or their Designee, to approve and execute amendments to the Agreement that have been approved as to form by County Counsel, as required to complete the project that do not change the substantive terms of the Agreement;
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) working days of the approval by the Board; and
6. Direct the Clerk of the Board to return two (2) executed copies of the Agreement to RivCoParks.

**ACTION:Policy**

  
Kyla R. Brown, General Manager 10/23/2024

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**MINUTES OF THE BOARD OF DIRECTORS**

On motion of Director Jeffries, seconded by Director Gutierrez 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: November 5, 2024  
xc: Parks, Recorder/State Clearinghouse

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>	24/25

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

**BACKGROUND:**

**Summary**

On May 28, 1974, by resolution, the Board of Directors approved the Cooperative Agreement between the County of Riverside, and the State of California Department of Fish & Game for the operation and maintenance of 171 acres of land in the then-Santa Ana River Regional Park, now identified as Hidden Valley Wildlife Area. The term of the Cooperative Agreement was for 50 years.

On May 28, 1975, the Board of Directors passed a resolution authorizing the execution of Amendment No. 1 to the Cooperative Agreement with the State of California, Department of Fish and Wildlife for Hidden Valley Wildlife Area. This Amendment No. 1 was intended to facilitate the cultivation of crops and the grazing of livestock, enhancing the agricultural use of the property.

On May 21, 2024, the Board of Directors passed a resolution authorizing the execution of Amendment No. 2 to the Cooperative Agreement with the State of California, Department of Fish and Wildlife for the operation and maintenance of Hidden Valley Wildlife Area. This Amendment No. 2 extended the term of the agreement by 5 years to May 27, 2029.

Rusemad Ventures, Inc., a California corporation ("Licensee"), is requesting authorization from the Riverside County Regional Park and Open-Space District ("Licensor") to access and use specific real property managed by the Licensor, as detailed in Exhibit A ("Licensed Premises"), for the purposes of farming waterfowl-friendly crops, implementing improvements to the property such as land leveling to improve soil erosion and water retention, and to provide the community with several different opportunities for stewardship, volunteering, and interpretive programs. The term shall commence on the date the License Agreement is executed by all parties hereto and terminate on May 27, 2029.

**Impact on Residents and Businesses**

The utilization of these properties as farmland will increase the aesthetic of the property, and usage of the property, and engage the community in local agriculture. Once crops are grown, a produce stand will be set up by the Licensee to offer crops and products to the community. Volunteer opportunities will be provided by building partnerships with Cal Poly Pomona and the University of California, Riverside (UCR) by giving students the opportunity for hands-on farming experience and experience with farming equipment operation. Licensee will also collaborate

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STATE OF CALIFORNIA**

with District staff to provide interpretive programs and other public programming to school-aged children.

**Contract History and Price Reasonableness**

On December 14, 2023, County Purchasing, on behalf of the District, issued a Request for Proposal (RFP) PKARC -265- Agriculture Farmland Operator at Hidden Valley Wildlife Area – Farming Operation Services Bids. The RFP was advertised publicly on Public Purchase and notifications were sent to One Hundred Six (106) vendors. The District received Two (2) responses to the RFP, one of which was from the incumbent. An evaluation team consisting of personnel from the District reviewed the proposals. The evaluation team reviewed and scored each proposal based on the bidder's overall responsiveness to the requirements set forth in the RFP. The evaluation committee recommends that the award be given to Rusemad Ventures, Inc. The company comes with experience in creating safe and sustainable public outdoor recreation as well as over 17 years of experience in farming, specific to creating, and maintaining waterfowl habitats.

**ATTACHMENTS:**

- License Agreement with Rusemad Ventures, Inc.
- Exhibit A
- Notice of Exemption

  
\_\_\_\_\_  
Melissa Curtis, Deputy Director of Purchasing and Fleet

10/24/2024

  
\_\_\_\_\_  
Douglas Cardonez Jr.

10/29/2024

  
\_\_\_\_\_  
Aaron Gettis, Chief of Deputy County Counsel

10/24/2024

Notice of Exemption

Appendix E

To: Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

From: (Public Agency): Riverside County Park & Open Space District  
Jurupa Valley, CA 92509

County Clerk  
County of: Riverside  
4080 Lemon St  
Riverside CA 92509

(Address)

Project Title: Hidden Valley Farmland License Agreement

Project Applicant: Riverside County Park & Open-Space District

Project Location - Specific:

11401 Arlington Ave Riverside CA 92505

Project Location - City: Riverside Project Location - County: Riverside County

Description of Nature, Purpose and Beneficiaries of Project:

Hidden Valley Farmland License Agreement between Riverside County Park and Open-Space District and Rusemad Ventures, Inc., to farm waterfowl-friendly crops and host annual community events on Riverside County Regional Park and Open-Space District property for a term of five (5) years

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

Name of Person or Agency Carrying Out Project: Riverside County Park & Open-Space District

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: \_\_\_\_\_
- Statutory Exemptions. State code number: \_\_\_\_\_

Reasons why project is exempt:

Section 15061(b)(3) General Rule exemption applies to projects that can be seen with certainty that there is no possibility to cause a significant effect on the environment. This agreement will not result in any direct or indirect physical environmental impacts.

Lead Agency  
Contact Person: Gaby Adame Area Code/Telephone/Extension: 951-955-1395

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: \_\_\_\_\_ Date: 10/10/2024 Title: Bureau Chief

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Received for filing at OPR: \_\_\_\_\_  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

FILED / POSTED

County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder

E-202401190  
11/06/2024 10:34 AM Fee: \$ 50.00  
Page 1 of 1

11/05/2024 13.8

Revised 2011

Removed: \_\_\_\_\_ By: \_\_\_\_\_ Deputy



1 Riverside County Regional Park and Open-Space District, a park and open-space district created pursuant  
2 to the California Public Resources Code, Division 5, Chapter 3, Article 3 ("Licensor"), and  
3 Rusemad Ventures, Inc., a California corporation ("Licensee")  
4

5 LICENSE AGREEMENT  
6

7 This License Agreement, ("Agreement"), is made and entered into this 5 day November, 2024,  
8 between the Riverside County Regional Park and Open-Space District, a park and open-space district  
9 created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, ("Licensor" or  
10 "District") and Rusemad Ventures, Inc., a California Corporation, ("Licensee"). Licensor and Licensee are  
11 sometimes collectively referred to as "Parties".

12 RECITALS

13 A. Licensor is the manager of certain real property known as the Hidden Valley Wildlife Area,  
14 located at 11401 Arlington Ave., Riverside, CA 92505 by reference ("Property") and has the right to grant  
15 to Licensee permission to enter upon and use the Property.

16 B. By virtue of a certain agreement with the Department of Fish and Game, State of California,  
17 dated May 28, 1976, as amended on October 21, 1975, and as amended a second time on May 21, 2024,  
18 Licensor operates and maintains certain real property within the Property ("DFG Agreement"). Pursuant to  
19 Paragraph 16 of said DFG Agreement, as amended, Licensor is authorized to permit farming and grazing  
20 of animals within the Hidden Valley Wildlife Area.

21 C. The licensed premises hereby consists of a portion of the Property identified as Parcels A,  
22 B, C, D, E, F, & G, ("Licensed Premises"), as more particularly shown on Exhibit "A", which is attached  
23 hereto and by this reference made a part hereof. Licensed Premises consists of approximately 164.31  
24 farmable, noncontiguous acres.

25 D. Licensee desires to obtain Licensor's permission to enter upon and use the Licensed  
26 Premises for the purpose of producing forage for migratory waterfowl and professionally farm the fields to  
27 promote locally available produce and learning opportunities to the community.  
28

1 E. Licensor desires to grant to Licensee the permission to enter upon the Licensed Premises for  
2 the purpose of producing forage for migratory waterfowl and professionally farm the fields to promote  
3 locally available produce and learning opportunities to the community. The entry limits and scope of which  
4 are shown on Exhibit "B" attached hereto and incorporated by reference.

5 F. DISTRICT is agreeable to said use of the Licensed Premises and hereby grants permission  
6 for said use upon the following terms and conditions.

7 NOW, THEREFORE, Licensor and Licensee do hereby agree as follows:

8 AGREEMENT

9 1. License and Right of Entry. Licensor hereby grants to Licensee and its agents, employees  
10 and Licensees the right to enter onto the Licensed Premises for the purpose of producing forage for  
11 migratory waterfowl and professionally farm the fields to promote locally available produce and learning  
12 opportunities to the community more particularly described in Exhibit "B" attached and for no other  
13 purpose. The rights granted herein this Agreement are non-exclusive, revocable and subject to inspection  
14 and monitoring by the Licensor.

15 1.1 Use of Licensed Premises. The Licensed Premises are hereby permitted to be used  
16 for the following purposes:

17 1.1.1 Farming on Parcels A, B, C, D, E, F & G; grazing is permitted upon  
18 District's written approval.

19 1.1.2 No storing of manure will be allowed on the site, although soil  
20 amendments may be used by the Licensee. A request for such amendments must be made, in writing, to  
21 the District. Such requests must include the source, nature, and amount of material to be used. Any desired  
22 chemical amendments to soils will be submitted, in writing, to the District for approval prior to their  
23 application.

24 1.1.3 Storing of farming equipment and machinery used in the current  
25 farming operations shall be permitted in the area of the old maintenance building and kennel. Storing of  
26 equipment not directly used at Hidden Valley Wildlife Area is not allowed.

27 1.1.4 Spreading a maximum of twelve (12) tons of manure per acre per year  
28 in the area used for farming; provided, however, that water quality considerations may restrict this use.

1 1.1.5 Licensee understands that Hidden Valley Wildlife Area is a public  
2 park, and as such, is responsible for insuring any and all park visitors will be free from unsafe conditions  
3 by virtue of the farming operations. Such safety issues could include, but are not limited to, maintaining  
4 safety fencing and barriers around water catchment basins and the safe operations of vehicles and  
5 equipment.

6 2. Term. The term of this Agreement shall commence on the date this License Agreement is  
7 executed by all Parties hereto (“Effective Date”) and terminate May 27, 2029, unless terminated sooner  
8 pursuant to the terms of this Agreement.

9 2.1 The Licensor shall have the right to terminate the Agreement without cause or in the  
10 event that Licensee a) fails to perform any of its duties or obligations hereunder, b) conducts any activity  
11 within the Property not authorized by this Agreement, c) makes an assignment of the rights granted under  
12 this Agreement without Licensor’s prior written consent or d) abandons the use or any of the improvements  
13 installed on the Licensed Premises by Licensee. Termination by the Licensor pursuant to foregoing sentence  
14 shall not relieve Licensee of its obligations under this Agreement and Licensor may pursue any remedies  
15 available at law or in equity.

16 3. Consideration. Licensee shall produce forage for migratory waterfowl and professionally  
17 farm the fields to promote locally available produce and learning opportunities to the community, as more  
18 fully detailed in Exhibit B. Licensee shall pay Licensor the sum of \$0 per acre per year in monthly payments  
19 as consideration for the rights granted by this Agreement and shall reimburse the DISTRICT for all costs  
20 incurred by the DISTRICT, its agents or legal counsel, to prepare and process this Agreement.

21 4. Notice of Entry. Prior to initial entry upon the Licensed Premises for any of the  
22 purposes hereinabove set forth, Licensee shall notify the authorities in charge named below by written  
23 and/or oral notice at least forty-eight (48) hours prior to commencement of entry. Licensee shall also notify  
24 authorities in charge at least forty-eight (48) hours prior to cessation of entry.

25 Name: Riverside County Regional Park and Open-Space District  
26 Address: 11401 Arlington Ave.  
27 Riverside, CA 92505  
28 Phone: 951-202-9064

1 Contact: Kalee Koeslag-Schellerup

2 Email: [kkoeslag@rivco.org](mailto:kkoeslag@rivco.org)

3 4.1 Notices. All notices and demands shall be given in writing by certified mail, postage  
4 prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given upon the  
5 earlier of (a) personal delivery, (b) two (2) business days following deposit in the United States mail,  
6 postage prepaid, certified or registered, return receipt requested, or (c) one (1) business day following  
7 deposit with an overnight carrier service. Notices shall be addressed as provided below for the respective  
8 party. The parties agree, however, that if any party gives notice in writing of a change of name or address  
9 to the other party, notices to such party shall thereafter be given as demanded in that notice:

10 RIVERSIDE COUNTY REGIONAL

RUSEMAD VENTURES, INC

11 PARK AND OPEN-SPACE DISTRICT

12 4600 Crestmore Road

17505 Euclid Ave.

13 Jurupa Valley, CA 92509

Chino, CA 91710

14 Attn: Dustin McLain

Attn: Ruben Llamas

15 5. Licensee's Rights and Obligations. The Licensee shall have the following rights and  
16 obligations:

17 5.1 Planting/Improvements. Any plantings of crops, application of fertilizer or other  
18 chemicals to be undertaken by Licensee, agents, contractors or employees, on the Licensed Premises shall  
19 have the prior written approval by the Licensor's General Manager or designee. Licensee shall first submit  
20 to Licensor proposed plans and requests in writing. At or prior to the expiration of the Agreement, Licensee  
21 shall preserve the top stubble of the post-harvest crop to prevent soil erosion. All improvements associated  
22 with the plantings of crops shall have prior written consent by the Licensor's General Manager or his  
23 designee after first submitting proposed plans for such improvements to Licensor in writing. All  
24 improvements to be made and installed on the Licensed Premises by Licensee shall become the property of  
25 the Licensor with the exception of trade fixtures as such term is used in Section 1019 of the Civil Code. At  
26 or prior to the expiration of the Agreement, Licensee shall remove such trade fixtures; provided, however,  
27 that such removal does not cause injury or damage to the Licensed Premises. In the event that removal of  
28 the trade fixtures by the Licensee causes injury or damage to the Licensed Premises, Licensee shall restore



1 the Licensed Premises to its original condition as nearly as practicable. In the event that Licensee fails to  
2 remove any trade fixtures, Licensee, may its election, either keep or remove and dispose such items in a  
3 manner determined by the Licensor with no obligation to reimburse Licensee therefore.

4 5.2 Improvements. Any improvements installed or provided by LICENSEE shall be  
5 submitted to the DISTRICT in writing and are to be approved by DISTRICT prior to installation.

6 5.2.1 Licensee shall be responsible for the provision of all necessary maintenance  
7 and repairs to any improvements, appurtenant equipment and fixtures placed on the Licensed Premises.

8 5.2.2 Licensee or Licensee's clients, invitees, and employees shall be responsible  
9 for any damage to DISTRICT-owned property and the Licensed Premises, including, but not limited to,  
10 water, plumbing, electrical, flooding and fire that are due to Licensee's neglect including appurtenant  
11 equipment and fixtures.

12 5.2.3 Licensee shall make any and all improvements specified in the Request for  
13 Proposals PKARC-265 with prior approval by the District and pursuant to the terms and conditions  
14 described in Exhibit "B", attached hereto and by this reference incorporated herein.

15 5.3 During the term of this Agreement, Licensee shall have the right to use water from  
16 the well(s) situated on the Property. If utilized, Licensee shall pay a rate of \$350.00 monthly for utility  
17 costs associated with the well. Licensee shall contact the District at [Parks-Finance@rivco.org](mailto:Parks-Finance@rivco.org) to establish  
18 payment terms prior to the first of the month when well water is to be utilized the following month.  
19 Licensor shall not be liable for any damages or loss resulting from pump or utility failure.

20 5.4 Licensee shall not have the right to erect, maintain, or display any signs or other  
21 forms of advertising upon the Licensed Premises without first obtaining the written approval of the  
22 Licensor. Licensee shall not vend at retail from the Licensed Premises.

23 6. Liens. Licensee shall not permit to be placed against the Licensed Premises, or any part  
24 thereof, any design professionals', mechanics', material man's Licensees' or contractors' liens with the  
25 regard to Licensee's actions upon the Licensed Premises. Licensee shall pay, when due, all sums of money  
26 that may become due for any labor, services, material, supplies, or equipment, alleged to have been  
27 furnished or to be furnished to Licensee, in, upon or about the Licensed Premises, and which may be secured  
28 by a mechanic's, materialman's or other lien against the Licensed Premises or Licensor's interest therein,

1 and will cause each such lien to be fully discharged and released at the time the performance of any  
2 obligation secured by such lien matures or becomes due; provided, however, that if Licensee desires to  
3 contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to  
4 final enforcement thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then and  
5 in such event, Licensee shall forthwith pay and discharge said judgment. Licensee agrees to hold Licensor  
6 harmless and indemnify for any loss or expense, including reasonable attorneys' fee, arising from any such  
7 liens which might be filed against the Licensed Premises.

8       7.     Indemnification. Licensee shall indemnify and hold harmless the County of Riverside, its  
9 Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of  
10 Supervisors, elected and appointed officials, employees, agents and representatives (individually and  
11 collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon  
12 any services of Licensee, its officers, employees, subcontractors, agents or representatives arising out of or  
13 in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death  
14 or any other element of any kind or nature whatsoever arising from the performance of Licensee, its officers,  
15 employees, subcontractors, agents or representatives Indemnitors from this Agreement. Licensee shall  
16 defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation,  
17 defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or  
18 omissions.

19             With respect to any action or claim subject to indemnification herein by Licensee, Licensee shall,  
20 at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle,  
21 or compromise any such action or claim without the prior consent of Licensor; provided, however, that any  
22 such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Licensee's  
23 indemnification to Indemnitees as set forth herein.

24             Licensee's obligation hereunder shall be satisfied when Licensee has provided to Licensor the  
25 appropriate form of dismissal relieving Licensor from any liability for the action or claim involved.

26             The specified insurance limits required in this Agreement shall in no way limit or circumscribe  
27 Licensee's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.  
28

1 In the event there is conflict between this clause and California Civil Code Section 2782, this clause  
2 shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Licensee from  
3 indemnifying the Indemnitees to the fullest extent allowed by law.

4 8. Insurance. Without limiting or diminishing the Licensee's obligation to indemnify or  
5 hold the Licensor harmless, Licensee shall procure and maintain or cause to be maintained, at its sole cost  
6 and expense, the following insurance coverage's during the term of this Agreement. As respects to the  
7 insurance section only, the Licensor herein refers to the County of Riverside, its Agencies, Districts, Special  
8 Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or  
9 appointed officials, agents or representatives as Additional Insureds.

10 8.1. Workers' Compensation. If the Licensee has employees as defined by the State  
11 of California, the Licensee shall maintain statutory Workers' Compensation Insurance (Coverage A) as  
12 prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B)  
13 including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy  
14 shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the Licensor  
15 as Additional Insureds.

16 8.2. Commercial General Liability. Commercial General Liability insurance coverage,  
17 including but not limited to, premises liability, unmodified contractual liability, products and completed  
18 operations liability, personal and advertising injury, and cross liability coverage, covering claims which  
19 may arise from or out of Licensee's performance of its obligations hereunder. Policy shall name the Licensor  
20 as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined  
21 single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement  
22 or be no less than two (2) times the occurrence limit.

23 8.3. Vehicle Liability. If vehicles or mobile equipment are used in the performance of  
24 the obligations under this Agreement, then Licensee shall maintain liability insurance for all owned, non-  
25 owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single  
26 limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be  
27 no less than two (2) times the occurrence limit. Policy shall name the Licensor as Additional Insureds.

28 8.4. General Insurance Provisions - All lines:

1                   8.4.1 Any insurance carrier providing insurance coverage hereunder shall be  
2 admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such  
3 requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a  
4 requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy  
5 term.

6                   8.4.2 The Licensee must declare its insurance self-insured retention for each  
7 coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such  
8 retention shall have the prior written consent of the County Risk Manager before the commencement of  
9 operations under this Agreement. Upon notification of self-insured retention unacceptable to the Licensor,  
10 and at the election of the County's Risk Manager, Licensee's carriers shall either; 1) reduce or eliminate  
11 such self-insured retention as respects this Agreement with the Licensor, or 2) procure a bond which  
12 guarantees payment of losses and related investigations, claims administration, and defense costs and  
13 expenses.

14                   8.4.3 Licensee shall cause Licensee's insurance carrier(s) to furnish the County of  
15 Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies  
16 of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by  
17 the County Risk Manager, provide original Certified copies of policies including all Endorsements and all  
18 attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and  
19 policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30)  
20 days written notice shall be given to the Licensor prior to any material modification, cancellation, expiration  
21 or reduction in coverage of such insurance. If LICENSEE insurance carrier(s) policies does not meet the  
22 minimum notice requirement found herein, LICENSEE shall cause LICENSEE'S insurance carrier(s) to  
23 furnish a thirty (30) day Notice of Cancellation Endorsement. In the event of a material modification,  
24 cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the  
25 County of Riverside receives, prior to such effective date, another properly executed original Certificate of  
26 Insurance and original copies of endorsements or certified original policies, including all endorsements and  
27 attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force  
28 and effect. LICENSEE shall not commence operations until the Licensor has been furnished original

1 Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original  
2 policies of insurance including all endorsements and any and all other attachments as required in this  
3 Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original  
4 endorsements for each policy and the Certificate of Insurance.

5 8.4.4 It is understood and agreed to by the parties hereto that the LICENSEE'S  
6 insurance shall be construed as primary insurance, and the Licensor's insurance and/or deductibles and/or  
7 self-insured retention's or self-insured programs shall not be construed as contributory.

8 8.4.5 If, during the term of this Agreement or any extension thereof, there is a  
9 material change in the scope of services; or, there is a material change in the equipment to be used in the  
10 performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds  
11 five (5) years; the Licensor reserves the right to adjust the types of insurance and the monetary limits of  
12 liability required under this Agreement, if in the County Risk Management's reasonable judgment, the  
13 amount or type of insurance carried by the LICENSEE has become inadequate.

14 8.4.6 LICENSEE shall pass down the insurance obligations contained herein to all  
15 tiers of subcontractors working under this Agreement.

16 8.4.7 The insurance requirements contained in this Agreement may be met with a  
17 program(s) of self-insurance acceptable to the Licensor .

18 8.4.8 LICENSEE agrees to notify Licensor of any claim by a third party or any  
19 incident or event that may give rise to a claim arising from the performance of this Agreement.

20 9. Compliance with Laws. Licensee shall, in all activities undertaken pursuant to this  
21 Agreement, comply and cause its Licensees, agents, and employees to comply with all federal, state, and  
22 local laws, statutes, orders, ordinances, rules, regulations, plans, policies, and decrees. Without limiting  
23 the generality of the foregoing, Licensee, at its sole cost and expense, shall obtain any and all permits  
24 which may be required by any law, regulation or ordinance for any activities Licensee desires to conduct  
25 or have conducted pursuant to this Agreement.

26 10. Inspection. Licensor and its representatives, employees, agents or independent Licensees  
27 may enter and inspect the Property or any portion thereof or any improvements thereon at any time and  
28

1 from time to time at reasonable times to verify Licensee's compliance with the terms and conditions of  
2 this Agreement.

3 11. Not Real Property Interest. It is expressly understood that this Agreement is not exclusive  
4 and does not in any way whatsoever grant or convey any permanent easement, lease, fee or other real  
5 property interest in the Property to Licensee. This License shall not, nor shall any real property interest in  
6 the Property be assigned, mortgaged, hypothecated, or transferred by Licensee, whether voluntary or  
7 involuntary or by operation of law, nor shall Licensee let or sublet or grant any license of permit with  
8 respect to the use and occupancy of the Property or any portion thereof.

9 12. Subordination. This Agreement is subordinate to all prior and future rights of Licensor in  
10 the Property and the use of the Property for the purposes in which it was acquired.

11 13. Protection and Restoration of the Licensed Premises. Licensee shall maintain and  
12 protect the Licensed Premises, including all improvements and the natural resources thereon, at all times  
13 at Licensee's sole cost and expense, and Licensee shall strictly adhere to the following restrictions:

14 13.1 Licensee may not place or dump garbage, trash or refuse anywhere upon or within  
15 the Licensed Premises, except for self-contained trash receptacles that are maintained to Licensor's  
16 satisfaction by Licensee; and

17 13.2 Licensee may not commit or create, or suffer to be committed or created, any waste,  
18 hazardous condition and/or nuisance to occur upon the Licensed Premises; and

19 13.3 Licensee may not cut, prune or remove any native trees or brush upon the Licensed  
20 Premises, except for the elimination of safety hazards without first obtaining written permission by the  
21 Licensor; and

22 13.4 Licensee may not disturb, move or remove any rocks or boulders upon the Licensed  
23 Premises except for the elimination of safety hazards without first obtaining written permission by the  
24 Licensor; and

25 13.5 Licensee must exercise due diligence in the protection of the Licensed Premises  
26 against damage or destruction by fire, vandalism or other cause.

27 13.6 Upon the termination or revocation of this License, but before its relinquishment to  
28 Licensor, Licensee shall, at its own cost and expense, remove any debris generated by its use and Licensed

1 Premises shall be left in a neat condition. Licensee agrees not to damage the Licensed Premises in the  
2 process of performing the permitted activities.

3 14. Public Safety. Licensee shall, or cause its Licensees, sublicensees or contractors, to take any  
4 and all other necessary and reasonable steps to protect the public from harm due to the work.

5 15. Toxic Materials. During the term of the Agreement and any extensions thereof, Licensee  
6 shall not violate any federal, state, or local law, ordinance or regulation, relating to industrial hygiene or  
7 to the environmental condition on, under or about the Licensed Premises, including, but not limited to, soil  
8 and groundwater conditions. Further, Licensee, its successors, assigns, contractors and sublicensees, shall  
9 not use, generate, manufacture, produce, store or dispose of on, under or about the Licensed Premises or  
10 transport to or from the Licensed Premises any flammable explosives, asbestos, radioactive materials,  
11 hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in  
12 combination with other materials (collectively, hazardous substances, hazardous materials, or toxic  
13 substances) in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as  
14 amended, 42 U.S.C. Section 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. Section  
15 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq; and those  
16 substances defined as Hazardous Wastes in Section 25117 of the California Health and Safety Code or as  
17 Hazardous Substances in Section 25316 of the California Health and Safety Code; and in the regulations  
18 adopted in publications promulgated pursuant to said laws.

19 16. Warranty of Authority. The undersigned represents that it has the authority to, and does, bind  
20 the person or entity on whose behalf and for whom it is signing this Agreement and the attendant  
21 documents provided for herein, and this agreement and said additional documents are, accordingly, binding  
22 on said person or entity.

23 17. Assignment. This Agreement shall not be assigned in whole or in part nor may any right  
24 hereunder granted to Licensee be granted in turn to any person without the written consent of the Licensor.

25 18. Choice of Law. This Agreement will be governed and construed by the laws of the State of  
26 California.

27 19. Modification. The agreement shall not be changed, modified, or amended except upon the  
28 written consent of the Parties hereto.

1           20.    Licensor's Representative. Licensor hereby appoints the General Manager, or his designee,  
2 as its authorized representatives to administer this Agreement.

3           21.    Binding on Successors. Licensee, its assigns and successors in interest, shall be bound by  
4 all the terms and conditions contained in this Agreement, and all the parties thereto shall be jointly and  
5 severally liable hereunder.

6           22.    Waiver of Performance. No waiver by Licensor at any time of any of the terms and  
7 conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same  
8 or of any other terms or conditions contained herein or of the strict and timely performance of such terms  
9 and conditions.

10          23.    Severability. The invalidity of any provision in this Agreement as determined by  
11 a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

12          24.    Venue. Any action at law or in equity brought by either of the parties hereto for the purpose  
13 of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent  
14 jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of  
15 law providing for a change of venue in such proceedings to any other county.

16          25.    Entire Agreement. This License Agreement is the result of negotiations between the  
17 Parties hereto. The Parties further declare and represent that no inducement, promise or agreement not  
18 herein expressed has been made to them and this Agreement contains the entire agreement of the Parties,  
19 and that the terms of this agreement are contractual and not a mere recital. Any ambiguity in the Agreement  
20 or any of its provisions shall not be interpreted against the Party drafting the Agreement.

21          26.    Language for Use of Electronic (Digital) Signatures. This Agreement may be executed in  
22 any number of counterparts, each of which will be an original, but all of which together will constitute one  
23 instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital  
24 signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA")  
25 Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the  
26 electronic signatures of the parties included in this Agreement are intended to authenticate this writing and  
27 to have the same force and effect as manual signatures. Electronic signature means an electronic sound,  
28 symbol, or process attached to or logically associated with an electronic record and executed or adopted



1 by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to  
2 time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties  
3 in California, including a government agency. Digital signature means an electronic identifier, created by  
4 computer, intended by the party using it to have the same force and effect as the use of a manual signature,  
5 and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type  
6 of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

7 [Signature Provisions on Following Page]

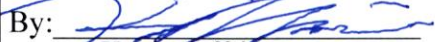
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1           27. Approval. This Agreement shall not be binding or consummated until it is approved by the  
2 Board of Directors of the DISTRICT.

3           IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement on the date as  
4 indicated below.

5  
6 Dated: 11/05/2024

7  
8 LICENSOR:  
9 Riverside County Regional Park and  
10 Open-Space District


11 By:   
12 Kevin Jeffries  
13 Chair  
14 Board of Directors

15 ATTEST:  
16 KIMBERLY RECTOR  
17 Clerk of the Board

18 By:   
19 Deputy

20 (Seal)

21 APPROVED AS TO FORM:  
22 MINH C. TRAN  
23 County Counsel

24 By:   
25 Ryan Yabko  
26 Deputy County Counsel

LICENSEE:  
Rusemad Ventures, Inc., a California corporation

*(signature of first corporate officer)*

27 By:   
28 Ruben Llamas (Oct 18, 2024 09:26 PDT)  
Ruben Llamas  
Chief Executive Officer

*(signature of second corporate officer)*


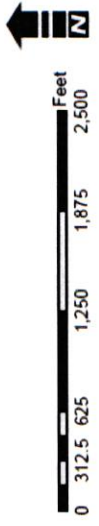
By:   
Elena Llamas (Oct 19, 2024 12:56 PDT)  
Elena Llamas  
Chief Financial Officer

Exhibit A

**Exhibit A: Hidden Valley Wildlife Area Farm Land Map 2024**



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

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## Exhibit B

### Scope of Services

Upon execution of this Agreement with the DISTRICT for Agricultural Farming Operation for the Hidden Valley Wildlife Area, the LICENSEE will be responsible for the following project tasks and milestones, mutually agreeable to the LICENSEE and the DISTRICT, for implementation of the following specific projects and improvements.

The LICENSEE shall provide Agricultural Farming operation that include the following priorities.

1. Farming Objective:

A. **LICENSEE Must Provide:**

1. Annual planting and farming of minimum of 40 acres with Waterfowl Friendly crops (sections A & B on Exhibit A)
  - a. If 2 (two) consecutive years of dry farming are unsuccessful, work with Park District staff to provide irrigation to crop area.
  - b. Waterfowl Friendly crops may be harvested pending approval of Hidden Valley (HDV) Staff if migration and reproduction period has ceased.
2. Electrical and other utilities at the farm sites will be at the sole cost and responsibility of the LICENSEE.
3. LICENSEE will Co-host a minimum of one annual community events to help raise funds for Park District Foundation.
  - a. LICENSEE has committed to co-hosting the following community events on an annual basis
    - i. Once water becomes available a Corn Maze, Animal Petting Zoo, and hay wagon rides will be established. In addition LICENSEE will build a few ponds for waterfowl and other marshland birds.

1                                   ii. Produce Stand, Pumpkin Patch and one other event to be determined by  
2                                   DISTRICT and LICENSEE.

3                                   4. Work with Park District staff to develop ongoing community education and programming  
4                                   that may support the local communities.

5                                   a. LICENSEE will schedule and host Dog Training events.

6       **B. Farming Requirements**

7                                   1. LICENSEE must provide and implement Best Management Practices (BMP's) to reduce  
8                                   any impacts (direct and indirect) to the species that grow at and utilize the available  
9                                   farmlands.

10                                  2. LICENSEE must obtain written approval for all chemicals proposed for use on farmland.

11                                  a. LICENSEE shall provide: common name of pesticide, active ingredient, type of  
12                                  pesticide (herbicide, insecticide, fungicide, adjuvants, etc.), amount used per crop  
13                                  season, frequency of use, mode of application, and time of day applied.

14                                  b. LICENSEE shall request approval of new chemical from the DISTRICT, request  
15                                  must be received and approved minimum of 14 days prior to first use.

16                                  3. Application of pesticides will be conducted before opening or after closing of the Wildlife  
17                                  Area and may not occur during periods of sustained winds greater than 7 miles per hour or  
18                                  according to pesticide manufacturer labeling and use requirements.

19                                  4. LICENSEE shall ensure proper crop rotation and soil management.

20       **C. Proposed Plan for all available sites**

21                                  1. LICENSEE will plant and/or grow (dependent on annual rainfall) the following crops:

22                                  a. Wheat, Oats, Rye Grass, and Barley will be grown for silage or hay during winter  
23                                  months when no water is available for irrigation.

24                                  b. Milo, Sorghum, Corn, Alfalfa, Japanese Millet, Water Grass, Some Legumes,  
25                                  Fruits, and Vegetables if water becomes available.

26                                  2. LICENSEE will grow crops with sustainable production methods intended with the  
27                                  preference for low input agriculture leading to organic farming, LICENSEE will  
28                                  accomplish this by:

- 1 a. Crops will be grown for hay or silage reducing the use of herbicides.
- 2 b. No use of Restricted Material Herbicides.
- 3 c. No use of Synthetic Fertilizers.
- 4 d. Animal grazing would be used to help with healthy plant growth, healthy soil
- 5 microorganisms, erosion issues, soil compactions, and nutrient cycling.
- 6 i. LICENSEE will use animals such as Sheep, Goats, Chickens, and Cattle.
- 7 e. Given that there is no water available at this time for irrigation, LICENSEE will not
- 8 till of fields after harvest and will leave crop residue on fields to use as a cover crop
- 9 to allow microorganisms to thrive during summer months.
- 10 f. LICENSEE shall use Mechanical or Hand Methods for weed abatement.

11 3. LICENSEE shall build soil structure and fertility using the following methods:

- 12 a. Shall complete soil testing to know the current condition of the soil.
- 13 b. Shall work with the National Resource Conservation Service to get and follow
- 14 recommendations to build a healthy soil structure.
- 15 c. Shall use compost and manure to naturally improve organic matter in soil. Taking
- 16 advantage of the benefits of using these natural soil amendments such as better
- 17 water infiltration, water retention (resulting in irrigation and rainwater savings),
- 18 less erosion, less soil compaction reducing the need for heavy plowing, and allows
- 19 microorganisms to thrive and enhance nutrient availability and fertility to plants.
- 20 i. LICENSEE shall use OMRI Certified Compost.

21 4. LICENSEE shall protect water quality on and beyond the farm using the following

22 methods:

- 23 a. Nutrient Management. Follow BMP's and Regulations from the Regional Water
- 24 Board when compost or manure are used as soil amendments.
- 25 b. Building Sediment Basins or Retaining Ponds at the lower sections of fields to
- 26 collect any runoff and help with water quality and residue management.
- 27 c. Crop Residue Management. Once crops are harvested, fields will not be tilled until
- 28 they are ready to be planted or soil amendments are applied. Leaving crop residue

1 on the surface reduces erosion, conserves moisture, maintains and improves healthy  
2 soil, therefore helping with water retention and water runoff.

3 d. Construction of Field Borders (strips of permanent vegetation at the edge of the  
4 fields) and Drainage Ditch Vegetations to reduce nitrates, pesticides, and sediments  
5 from running off to protect water quality.

6 5. LICENSEE shall use the following water conservation best industry practices for times of  
7 drought and during normal water levels:

8 a. On times of drought planting the most drought tolerant crops.

9 b. Building small retaining ponds to capture rainwater.

10 c. Use of compost and manure as natural soil amendments.

11 d. Work soil several days before rains to minimize soil moisture loss.

12 e. Use tools like CIMIS (California Irrigation Management Information System) to  
13 get information about evapotranspiration, Weather Outlooks to forecast rain and  
14 efficiently use it for irrigation.

15 6. LICENSEE shall manage pests ecologically with minimal use of pesticides and maximize  
16 biodiversity on the farm that fall under State and Federal organic standards of sustainable  
17 agriculture practices:

18 a. LICENSEE shall leave strips of vegetation around the fields, constructing field  
19 borders, and drainage ditch vegetation to create habitat for beneficial insects, birds,  
20 and wildlife that are great for pest control. Local native plant species are of higher  
21 preference as Native plants attract native pollinators and wildlife.

22 b. LICENSEE shall work with NRCS to plan and implement conservation activities,  
23 like planting herbs or plants that attract butterflies, pollinators, or many other  
24 wildlife species to repel pests. No invasive plant species shall be introduced.

25  
26 7. LICENSEE shall implement the following improvements or additions to the properties:

27 a. Land Leveling of some areas to improve soil erosion, water retention and water  
28 quality.

- b. Build Rainwater Retention Ponds to capture rainwater and provide habitat for waterfowl birds, and other wildlife.
- c. If water becomes available, implement the use solar pumps, if possible, instead of diesel to irrigate the fields and fill ponds resulting in less use of fossil fuels.
  - i. Use drip irrigation system, if feasible, to conserve water to become a more sustainable operation.
  - ii. Improve existing water irrigation mainline and ditching canals.
  - iii. Create or maintain habitat for birds, butterflies, beneficial insects, and raptors to promote a balanced ecosystem with the use of local native plant species being of higher preference and no invasive plant species being allowed.

8. LICENSEE shall promote local distribution of products including an on-site farmer's produce stand:

- a. LICENSEE will market hay products to local direct buyers, such as currently horseback visitors. This will reduce the use of equipment and transportation of products to other markets.
- b. LICENSEE will provide a Produce Stand near the park's entrance to offer our products. Once water becomes available more products will be grown in the open fields or in greenhouses to sell at the produce stand.
  - i. This Produce Stand will create lots of activity and interest when the public stops and purchases products and provide opportunity to expand the knowledge and usage of the park, bringing more visitors and funds to the park.

**D. Community Opportunities for the Site**

9. LICENSEE shall provide Community Opportunities for the Site.

- a. LICENSEE shall allow controlled public access as most fields have trails around them, posting signs to inform the public not to drive Vehicles, ATV's, Off Road



1 Vehicles or Horse Riding on the fields. People and Dogs may be allowed to walk in  
2 the fields outside of the growing area and growing season.

3 10. LICENSEE shall promote stewardship and volunteerism:

- 4 a. LICENSEE shall work with Natural Resources Conservation Service  
5 Representatives, Boys and Girls Scouts Groups to help with constructing and  
6 placing bird boxes, wood duck boxes, duck nest stands, raptor stands and owl  
7 boxes.  
8 b. It is LICENSEES responsibility to be great stewards of the land. LICENSEE must  
9 protect and improve the health of our environment, animals, and plants.  
10 c. LICENSEE shall having good operating equipment.  
11 d. LICENSEE shall follow local, state, and federal environmental regulations.  
12 e. LICENSEE shall maintain all areas clean, and litter free.  
13 f. LICENSEE shall follow conservation practices, rotational grazing, wildlife habitat  
14 planting, nutrient management.  
15 g. LICENSEE shall create an IPM program (integrated pest management).

16 11. LICENSEE shall promote neighborhood and community participation by placing  
17 information booths by the fields and at the Produce Stand to inform the public of activities  
18 and products grown and involve the local community and increase agritourism.

19 12. LICENSEE shall allow for interpretive programs service and information to be developed  
20 for the public:

- 21 a. If feasible, LICENSEE shall establish a Produce Stand that will promote the  
22 LICENSEES products and the park with flyers and information posters about  
23 activities offered at the facility.  
24 b. With the improvements to the fields, to habitat, and the increase of wildlife, visitors  
25 will enjoy a more pleasant experience and they can share their experience at the  
26 park on their social media platforms.

27 13. LICENSEE shall provide experimental learning in a farm environment:  
28

1 a. LICENSEE shall collaborate with Boys and Girls Scouts groups to improve bird  
2 nesting and habitat will increase agricultural awareness in our youth, parents, and  
3 community as they get involved in habitat improvement projects.

4 14. LICENSEE shall provide volunteer opportunities by building partnerships with Cal Poly  
5 Pomona and University of California, Riverside (UCR) to inform Agriculture students of  
6 the need for volunteers. Giving students opportunities to gain experience, hands-on farm  
7 equipment operation and farming practices.

8 15. LICENSEE shall collaborate with DISTRICT Staff to provide school-age children and  
9 public programming by being available to assist staff by showing equipment and farming  
10 activities to school children.

11 16. LICENSEE shall promote agricultural awareness through the following methods.

12 a. Local Cities Newsletters, Community Centers Newsletters, City of Norco, City of  
13 Riverside Community Events Department.

14 b. In addition as the public seeks more products grown locally in a sustainable  
15 environment, the goal is that they buy directly from the LICENSEE we will be able  
16 to bring awareness about sustainable farming, food quality, wildlife habitat and  
17 water quality to the public.

18 c. The Produce Stand will promote our products and operations to the public as they  
19 visit the stand.

20 d. Working with Boys and Girls Scouts, local Universities, will also promote  
21 awareness.

22 17. LICENSEE shall build a partnership with other groups.

23 a. LICENSEE shall build partnerships with Cal Poly Pomona and UCR or other local  
24 schools interested in agriculture to provide the experience of a local farm to  
25 students. Staff from these facilities will have the opportunity to have instructional  
26 classes or hands-on demonstrations on farming operations and/or farming  
27 equipment.

28 **E. Site Workplan**

- 1 a. LICENSEE will mobilize to occupy premises once contract is approved and DISTRICT  
2 and LICENSEE have agreed on an occupy date.
- 3 b. Upon occupy, LICENSEE will complete an inspection of fields, roads, trails, and any  
4 infrastructure.
- 5 c. LICENSEE shall assess if any equipment needs to be improved, including roads and trails.  
6 Equipment shall be brought to the site to perform these tasks.
- 7 d. LICENSEE shall perform soil testing to obtain the condition of the soil structure.
- 8 e. LICENSEE shall coordinate with the NRCS and farm advisors to receive  
9 recommendations for future habitat management and farm operations.
- 10 f. LICENSEE shall bring an RV Trailer to be used as an office or Caretaker Quarters,  
11 Mowing Equipment, and Tractors to the location.
- 12 g. LICENSEE shall coordinate with Park's Staff for location of building retaining ponds.
- 13 h. LICENSEE shall monitor weather and note that a couple of weeks prior to predicted  
14 rainfall, LICENSEE shall apply soil amendments and disc fields to get ready for planting.
- 15 i. Depending on rain fall amounts, LICENSEE shall determine the dates of planting  
16 that is ideal for dry farming.
- 17 1. First year Fields A, B and C will be planted with Wheat and D, E, G and F  
18 in Rye Grass.
- 19 2. The following years crop will be rotated using Oats and Barley.
- 20 ii. During the winter and rainy season, checking fields for crop growth.
- 21 i. LICENSEE shall coordinate with DISTRICT Staff to have biologist survey areas for bird  
22 nest before cutting.
- 23 j. LICENSEE shall harvest Silage Crops or cut crops to make hay bales. Retrieve and stock  
24 bales.
- 25 k. LICENSEE shall sale products at Produce Stand.
- 26 l. LICENSEE shall seed a special variety of milo that requires little irrigation for fields A &  
27 B.
- 28

1                   i. Seeding shall occur approximately in August, depending on rainfall, this could be  
2                   enough for grain to be produced for waterfowl (especially geese).

3           m. LICENSEE shall provide and install a Solar Pump System for irrigation in order to save on  
4           diesel and/or electricity water. The existing irrigation water main line ditch canals will be  
5           inspected and repaired as needed.

6           n. Should reliable water source become available to allow LICENSEE to grow crops year-  
7           round. Wheat, Oats, Rye, Barley, Legumes, Fruits, and Vegetables during winter season  
8           and during the summer season fields can be planted in a rotation of Corn, Sorghum, Milo,  
9           Japanese Millet, Water Grass, Alfalfa, Pumpkins, Watermelons, other Fruits, and  
10          Vegetables. These crops will also allow for an increase in waterfowl and provide good  
11          habitat for other wildlife species. Animal grazing year-round gives a more appealing look  
12          to the park.

13                   i. Ponds will have water during fall and winter seasons, Ponds must be dry during  
14                   summer or hot months due to mosquito control.

15   **F. Machinery for Site**

16          a. The following machinery will be available for daily farming functions

17                   i. AG Tractors, DISC Harrows, Plows, Rippers, Spreader Trucks, Wheel Loaders,  
18                   ATV, Pick up trucks, Baler, Scraper, Leveling landplane scraper, Hay Wagon,  
19                   Flail and Deck Mowers, weed whackers, Irrigation pipes and irrigation trailers.

20   **G. Safety Protocols**

21          a. LICENSEE shall create a biodiverse ecosystem that includes healthy soil microorganisms,  
22          beneficial predators and insects, and pollinators.

23          b. LICENSEE shall clean all equipment before it is moved from or into fields to avoid  
24          contamination of invasive species, while following the standards of USDA's Organic and  
25          Sustainable Farming which will lead to no use of pesticides.

26          c. LICENSEE shall create a cohesive environment of farming and wildlife habitat combined  
27          with recreation all in a safe environment where the public is able to enter the fields and  
28

1 habitat areas without any concerns of contamination or harmful substances that may  
2 endanger people, dogs or wildlife.

3 d. LICENSEE shall maintain all equipment within their possession in good operating order.

4 e. LICENSEE shall regularly assess the risk and conduct safety audits. The audit reports  
5 shall be made available to the DISTRICT at the DISTRICT'S request.

6 f. LICENSEE shall assign and maintain a toilet, handwashing station as well as sanitation  
7 procedures as defined below.

8 i. Licensee will provide toilet and handwashing station at the RV location.

9 ii. District will provide toilet and handwashing station for co-hosted events.

10 iii. Licensee will provide portable toilet and handwashing station for produce stand if  
11 one is required.

12 g. LICENSEE shall provide a comprehensive list of all Pesticides that are to be used in  
13 operations. All pesticides will be provided to the DISTRICT for approval prior to  
14 beginning of operations. Emergency use of pesticides will be submitted to the County Ag  
15 Inspector. Limitations on pesticides with Restricted Entry Intervals (REI) that could  
16 potentially be harmful to the public will be strictly enforced by the DISTRICT.












# Park District License Agmt Farming


Final Audit Report


2024-10-21

Created:	2024-10-16
By:	Jamie Garcia (Jamie.Garcia@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzIEtgFCDVv1tqTlz8KsnfGOrsgAW_amY

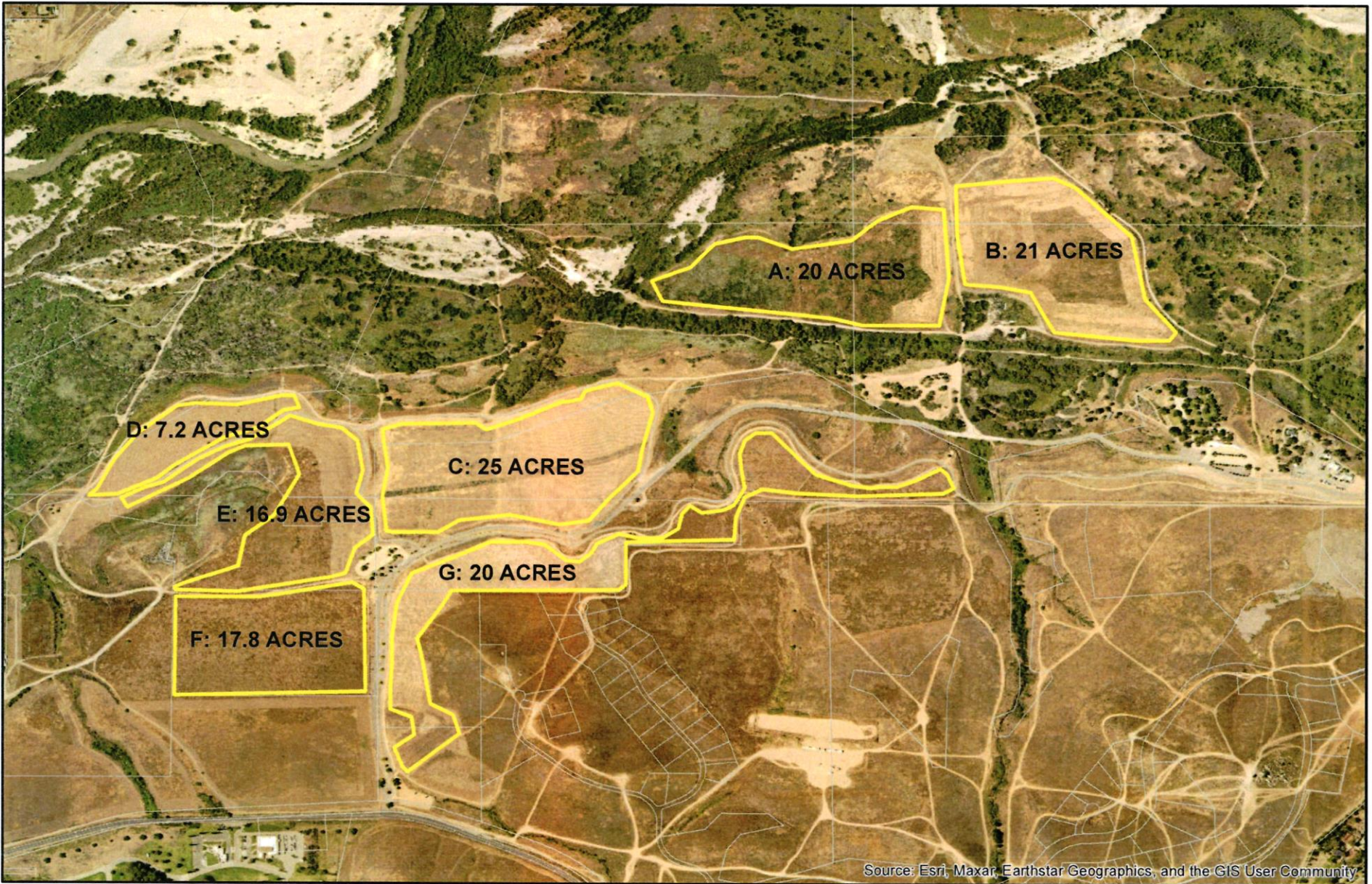
## "Park District License Agmt Farming" History

-  Document created by Jamie Garcia (Jamie.Garcia@RIVCO.ORG)  
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-  Document emailed to Ruben Llamas (llamasr71@gmail.com) for signature  
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-  Signer llamaselena@yahoo.com entered name at signing as Elena Llamas  
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-  Document emailed to Ryan Yabko (ryabko@rivco.org) for signature  
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 Document e-signed by Ryan Yabko (ryabko@rivco.org)  
Signature Date: 2024-10-21 - 2:15:28 PM GMT - Time Source: server

 Agreement completed.  
2024-10-21 - 2:15:28 PM GMT

# Exhibit A: Hidden Valley Wildlife Area Farm Land Map 2024



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

