

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



**ITEM: 16.2
(ID # 28602)**

MEETING DATE:
Monday, September 22, 2025

FROM : Regional Parks and Open Space District

SUBJECT: RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT: Adoption of Resolution No. 2025-010 Authorization to Purchase Real Property located at 193 N. Orange Street in the Cities of Riverside and Colton, Counties of Riverside and San Bernardino, State of California, Riverside County Assessor's Parcel Numbers 246-082-001 and 246-082-015 and San Bernardino County Assessor's Parcel Number 0277-022-81 by Grant Deed from Richard Earl Reynolds and Kristin Elizabeth Reynolds, husband and wife as community property with right of survivorship to the Riverside County Regional Park and Open-Space District, Approve Lease Agreement between the Riverside County Regional Park and Open-Space District and Richard Earl Reynolds and Kristin Elizabeth Reynolds, and Approve the Deed Restriction for the Trujillo Adobe, CEQA Exempt pursuant to State CEQA Guidelines Section 15061(b)(3), Riverside County District 1/San Bernardino County District 3. \$1,485,000-100% Park Acq & Dev, District Fund 33100] (Clerk to File Notice of Exemption).

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), General Rule or "Common Sense" Exemption;

Continued on Page 2

ACTION:Policy, CIP


Kyla R. Brown, General Manager

8/13/2025



Vincent Yzaguirre

9/8/2025

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: September 22, 2025
xc: Parks, FM-RE, State Clearinghouse, County Clerk

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Directors:

2. Adopt Resolution No. 2025-010, Authorization to Purchase Real Property located at 193 N. Orange Street in the Cities of Riverside and Colton, Counties of Riverside and San Bernardino, State of California, further described as Riverside County Assessor's Parcel Numbers 246-082-001 and 246-082-015 and San Bernardino County Assessor's Parcel Number 0277-022-81 (Property);
3. Approve the attached Purchase and Sale Agreement (PSA) by and between the Riverside County Regional Park and Open-Space District (District) and Richard Earl Reynolds and Kristin Elizabeth Reynolds, husband and wife, as community property with right of survivorship (Seller) and authorize the Chair of the Board of Directors to execute the same on behalf of the District;
4. Approve the attached Lease Agreement by and between the Riverside County Regional Park and Open-Space District (Landlord) and Richard Earl Reynolds and Kristin Elizabeth Reynolds, husband and wife as community property with right of survivorship (Tenant) and authorize the Chair of the Board of Directors to execute the same on behalf of the District;
5. Approve the Deed Restriction and authorize the Parks Director/General Manager or designee to deliver the Deed Restriction as part of this transaction;
6. Authorize the Parks Director/General Manager or designee, to execute any other documents and administer all actions necessary to complete this transaction; and
7. Authorize and direct the Clerk of the Board to file the Notice of Exemption to the County Clerk and the State Clearinghouse for posting within five (5) working days of approval.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,485,000	\$0	\$1,485,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Park Acq. and Dev, District Fund 33100			Budget Adjustment:	No
			For Fiscal Year:	25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Through this action, the Riverside County Regional Park and Open-Space District (District) seeks authorization to purchase the fee simple interests in the Property located at 193 N. Orange Street, in the Cities of Riverside and Colton, Counties of Riverside and San Bernardino, State of California (Riverside County Assessor's Parcel Numbers 246-082-001 and

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

246-082-015 and San Bernardino County Assessor's Parcel Number 0277-022-81) (the Property), for the intended expansion of the Trujillo Adobe (Adobe) site.

The Property is vested in the name of Richard Earl Reynolds and Kristin Elizabeth Reynolds, husband and wife, as community property with right of survivorship (Seller) and consists of a 1.29-acre site currently in use as a contractor's storage yard with asphalt paving and perimeter fencing.

On behalf of the District, Riverside County Facilities Management-Real Estate (FM-RE) presented an offer to the Seller for the fee simple interests in the Property for a purchase price of \$1,485,000 which is consistent with the current fair market value as provided in the Appraisal Report.

The Property is intended to be used by the District to add to the adjacent District-owned property known as the Adobe and increase the operational space for future expansion of the Adobe. The Seller and District intend to enter into a Purchase and Sale Agreement (PSA) to provide the terms and conditions for the purchase of the Property. The Seller intends to convey the Property in fee simple interest by Grant Deed.

In addition, the District has agreed to lease the Property back to the Seller for a 9-month term, with the Seller solely responsible for the maintenance and utilities, which also includes an agreement that the Seller will not interfere with any due diligence during the District's expansion project. The Seller and District intend to enter into a Lease Agreement to provide the terms and conditions for the lease of the Property.

This purchase is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), General Rule or "Common Sense" Exemption.

On July 29, 2025, the Board of Directors approved Resolution No. 2025-007, Notice of Intention to Purchase Real Property and notice was also published by the Clerk of the Board as provided in Section 6063 of the Government Code.

On October 8, 2019, per minute order 13.1, the 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 Per Capita Grant Program. Funds are available for local park rehabilitation, creation, and improvements grants to local governments on a per capita basis. Per Capita Grant funding in the amount of \$300,000 has been allocated to this acquisition of property land contiguous to the existing District-owned property known as the Adobe.

As a condition of the award of Per Capita 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 2018 Parks Bond Act, Per Capita Grant Program.

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

The Deed Restriction, Resolution No. 2025-010, the PSA, and the Lease Agreement have been reviewed and approved by County Counsel as to legal form.

Impact on Residents and Businesses

The purchase of the Property will provide the District with land adjacent to the Adobe, which will allow for future expansion. In addition, leasing the Property back to the Seller will provide them with the opportunity to transition their current operation off the Property.

Additional Fiscal Information

The Board of Directors adopted Resolution No 2023-009 on May 9, 2023, by Minute Order 13.3, authorizing the submission of an application for Specific Grant Funds from the 2022/23 California State Budget for the Preservation of the Trujillo Adobe project, which resulted in the award of grant funding in the amount of \$10.4 million. Funds from this grant will be used for acquisition of this Property including the payment of administrative fees to FM-RE.

ATTACHMENTS:

- Aerial Image Riverside County
- Aerial Image San Bernardino County
- Resolution No. 2025-010
- Purchase and Sale Agreement
- Lease Agreement
- Notice of Exemption
- Deed Restriction
- Exhibit A- Legal Description
- Exhibit B- Funding Source Agreement


Douglas Cordonez Jr. 9/16/2025


Aaron Gettis, Chief of Deputy County Counsel 9/10/2025

1 Board of Directors

Riverside County Regional Park and Open-Space District

2 Resolution No. **2025-010**

3 Authorization to Purchase Real Property

4 in the Cities of Riverside and Colton, Counties of Riverside and San Bernardino,

5 State of California, Riverside County Assessor's Parcel Numbers

6 246-082-001 and 246-082-015, and San Bernardino County Assessor's Parcel Number 0277-

7 022-81

8
9 WHEREAS, Richard Earl Reynolds and Kristin Elizabeth Reynolds, husband and wife
10 as community property with right of survivorship ("Seller"), are the owners of certain real
11 property located in the Cities of Riverside and Colton, Counties of Riverside and San
12 Bernardino, State of California, consisting of the following three APN's 246-082-001 and 246-
13 082-015, located within the City of Riverside, and APN 0277-022-81 located within the City of
14 Colton ("Property"); and

15 WHEREAS, the Property is a 1.29-acre site currently in use and operating as a
16 contractor's storage yard with asphalt paving and perimeter fencing located on the northwest
17 corner of Center Street and Old Pellisier Road, in the City of Riverside; and

18 WHEREAS, the Riverside County Regional Park and Open-Space District, a park and
19 open-space district created pursuant to the California Public Resources Code, Division 5,
20 Chapter 3, Article 3 ("District"), desires to purchase the Property from the Seller, and Seller
21 desires to sell the Property to District and move forward with the transaction;

22 WHEREAS, the District must impose certain covenants, conditions, and restrictions on
23 the Property pursuant to the public purposes requirements of the 2018 Parks Bond Act Per
24 Capita Grant Program for which the District applied in 2022;

25 WHEREAS, this deed restriction is intended to run with the land and be binding upon
26 the District and all successors in interest to the Property for the period from July 1, 2018
27 through June 30, 2048 ("Deed Restriction");
28

FORM APPROVED COUNTY COUNSEL
BY RYAN D YABKO
DATE 9/2/25

SEP 2 2 2025 16.2

1 WHEREAS, it is in the best interest of the community and serves a public purpose to
2 implement the proposed deed restriction on the Property;

3 WHEREAS, the Property is contiguous to the Trujillo Adobe property that is District-
4 owned and this Property will be the future site of an interpretive center for the District to further
5 serve and expand the Trujillo Adobe; and

6 WHEREAS, the District intends to lease the Property back to the Seller for a 9-month
7 term, with the Seller responsible for the costs of maintenance and utilities in a separate Lease
8 Agreement;

9 WHEREAS, the Board of Directors adopted Resolution No. **2025-007**, Notice of
10 Intention to Purchase Real Property in the Cities of Riverside and Colton, Counties of
11 Riverside and San Bernardino, State of California, Riverside County Assessor's Parcel
12 Numbers 246-082-001 and 246-082-015, and San Bernardino County Assessor's Parcel
13 Number 0277-022-81 on July 29 2025, and published its Notice of Intention pursuant to
14 California Government Code Section 6063; and

15 WHEREAS, the District has reviewed and determined that the purchase of the Property
16 is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to
17 State CEQA Guidelines Section 15061(b)(3), General Rule or "Common Sense" Exemption.

18 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the
19 Board of Directors of the Riverside County Regional Park and Open-Space District ("Board"),
20 in special session assembled on September 22, 2025, at 9:30 a.m. or soon thereafter, in the
21 meeting room of the Board of Directors located on the 1st floor of the County Administrative
22 Center, 4080 Lemon Street, Riverside, California, based upon a review of the evidence and
23 information presented on the matter, as it relates to this acquisition and lease, this Board has
24 determined that the California Environmental Quality Act ("CEQA") is not applicable to the
25 proposed acquisition and lease project. The proposed acquisition and lease project is
26 categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1,
27 Existing Facilities Exemption; and Section 15061(b)(3), General Rule or "Common Sense"
28 Exemption because the District is 1) purchasing the fee interest in the Property for future

1 expansion to their existing Adobe, and 2) leasing the Property back to the Seller for a 9-month
2 period to transition off of the Property, and it can be seen with certainty that there is no
3 possibility that the activities in question will have a significant effect on the environment.

4 BE IT FURTHER RESOLVED, AND DETERMINED AND ORDERED that the Board
5 authorizes the 1) purchase of the Property identified as Riverside County Assessor's Parcel
6 Numbers 246-082-001 and 246-082-015 located in the City of Riverside and San Bernardino
7 County Assessor's Parcel Number 0277-022-81 located within the City of Colton, more
8 particularly described in Exhibits "A" and "A-1" Legal Description, attached hereto, in the
9 amount not to exceed One Million, Four Hundred Eighty-Five Thousand Dollars (\$1,485,000),
10 pursuant to terms and conditions in the Agreement of Purchase and Sale and Joint Escrow
11 Instructions and 2) lease the Property back to the Seller for a 9-month period, pursuant to terms
12 and conditions in the Lease Agreement.

13 BE IT FURTHER RESOLVED, AND DETERMINED AND ORDERED that the Board
14 hereby approves the 1) Agreement of Purchase and Sale and Joint Escrow Instructions and the
15 2) Lease Agreement between the Riverside County Regional Park and Open-Space District, a
16 park and open-space district created pursuant to the California Public Resources Code, Division
17 5, Chapter 3, Article 3, and Richard Earl Reynolds and Kristin Elizabeth Reynolds, husband and
18 wife as community property with right of survivorship ("Agreement") and authorizes the Chair
19 of the Board of Directors of the Riverside County Regional Park and Open-Space District to
20 execute the Agreement and Grant Deed on behalf of the District.

21 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Parks
22 Director/General Manager or their designee, is authorized to execute any other documents and
23 administer all actions necessary to complete the purchase of real property and lease of the
24 Property.

25 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board of
26 Directors hereby approves the Deed Restriction and authorizes and directs the Parks Director/
27 General Manager or designee to execute and record said Deed Restriction against the Property.

28

1 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the
2 Board of Supervisors has given notice hereon pursuant to California Government Code Section
3 6063.

4 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Clerk of
5 the Board of Supervisors is directed to file the Notice of Exemption with the County Clerk
6 within five (5) days of approval.

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3 RESOLUTION NO. 2025-010

4 AUTHORIZATION TO PURCHASE REAL PROPERTY IN THE CITIES OF RIVERSIDE
5 AND COLTON, COUNTIES OF RIVERSIDE AND SAN BERNARDINO,
6 STATE OF CALIFORNIA, RIVERSIDE COUNTY
7 ASSESSOR'S PARCEL NUMBER 246-082-001 AND 246-082-015,
8 AND SAN BERNARDINO COUNTY
9 ASSESSOR'S PARCEL NUMBER 0277-022-81

10 ROLL CALL:

11 Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez

12 Nays: None

13 Absent: None

14 Abstain: None

15 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of
16 Supervisors on the date therein set forth.

17 KIMBERLY A. RECTOR, Clerk of said Board

18
19
20 By:  _____

21 Deputy

1 **EXHIBIT A**

2 **LEGAL DESCRIPTION**

3
4 All that certain real property situated in the County of Riverside, State of California,
5 described as
6 follows:

7
8 THAT PORTION OF LOT 1 OF ADDITION TO BANDINI DONATION, IN THE COUNTY
9 OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY RECORD OF SURVEY ON
10 FILE IN BOOK 1, PAGE 3 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE
11 COUNTY, CALIFORNIA, LYING IN RIVERSIDE COUNTY AND LYING WESTERLY OF
12 THE WESTERLY LINE OF NORTH ORANGE STREET AS CONVEYED TO THE
13 COUNTY OF RIVERSIDE, BY DEED EXECUTED BY JAMES ACQUIST, RECORDED
14 NOVEMBER 13, 1935 IN BOOK 256, PAGE 580 OF OFFICIAL RECORDS OF
15 RIVERSIDE COUNTY, CALIFORNIA, WHICH IS INCLUDED WITHIN THE
16 FOLLOWING DESCRIPTION:

17
18 BEGINNING AT THE SOUTHEAST CORNER OF LOT 46 OF BANDINI DONATION,
19 AS SHOWN BY MAP ON FILE IN BOOK 3, PAGE 24 OF MAPS. RECORDS OF SAN
20 BERNARDINO COUNTY, CALIFORNIA;

21
22 THENCE NORTH 67°52W WEST ON THE SOUTHERLY LINE OF SAID LOT 46,
23 196.60 FEET TO THE EASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF
24 LAND CONVEYED TO ANTONIO G. TRUJILLO BY DEED RECORDED APRIL 14,
25 1913 IN BOOK 375, PAGE 33 OF DEEDS. RECORDS OF SAID RIVERSIDE
26 COUNTY;

1 THENCE NORTHERLY ON THE EAST LINE OF SAID LAND CONVEYED TO
2 ANTONIO G. TRUJILLO, 265.00 FEET, MORE OR LESS, TO A POINT ON A LINE
3 BETWEEN STATIONS 10 AND 11 OF A SURVEY OF A PORTION OF SAID LOT 46,
4 BANDINI DONATION, MADE BY GEORGE M. PEARSON, IN 1910, AS SHOWN BY
5 PLAT RECORDED IN BOOK 17, PAGE 67 OF RECORDS OF SAID SAN
6 BERNARDINO COUNTY, AT A POINT 135.00 FEET FORM STATION 10 OF SAID
7 SURVEY;

8
9 THENCE NORTH 86°25'00" WEST, 135.00 FEET TO SAID STATION 10 BEING ON
10 THE EASTERLY LINE OF LOT 49 OF SAID BANDINI DONATION;

11
12 THENCE NORTH 11°29'00" EAST, 176.35 FEET ALONG SAID EASTERLY LINE TO
13 THE NORTHEAST CORNER OF SAID LOT 49, BEING STATION 9 OF SAID SURVEY
14 IN MARCH 1910;

15
16 THENCE SOUTHEASTERLY ON THE EXTENSION OF THE NORTHERLY LINE OF
17 SAID LOT 49 TO THE EASTERLY LINE OF SAID LOT 46;

18
19 THENCE SOUTHERLY ON THE EASTERLY LINE OF SAID LOT 46 TO THE
20 SOUTHEAST CORNER OF SAID LOT 46 AND THE POINT OF BEGINNING.

21
22 **TOGETHER WITH** THAT PORTION DESCRIBED AS FOLLOWS:

23 THAT PORTION OF SAID LOT 17 AND LOT 17 1/2 WHICH LIES NORTHERLY OF A
24 STRIP OF LAND, 88.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS
25 DESCRIBED AS FOLLOWS:

26
27 BEGINNING AT THE MOST WESTERLY CORNER OF LOT 5 AS SHOWN BY THE
28 SUBDIVISION OF LOT 19 OF THE ADDITION TO THE BANDINI DONATION ON FILE

1 IN MAP BOOK 1, PAGE 20 THEREOF, RECORDS OF RIVERSIDE COUNTY, AND
2 ON FILE IN MAP BOOK 17. PAGE 53 THEREOF. RECORDS OF SAN BERNARDINO
3 COUNTY, AND BEING THE POINT OF INTERSECTION OF THE NORTH LINE OF
4 PLACENTIA LANE WITH THE LINE BETWEEN RIVERSIDE AND SAN BERNARDINO
5 COUNTY;

6
7 THENCE NORTH 89°57'40" EAST, ALONG SAID COUNTY LINE 2063.54 FEET TO
8 THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A
9 RADIUS OF 1200.00 FEET;

10
11 THENCE EASTERLY, TO THE RIGHT ALONG SAID CURVE THROUGH A CENTRAL
12 ANGLE OF 23°11'29", A DISTANCE OF 485.72 FEET;

13
14 THENCE TANGENT TO SAID CURVE, SOUTH 66°50'51", EAST, 398.12 FEET TO
15 THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING
16 RADIUS OF 1200.00 FEET;

17
18 THENCE EASTERLY, TO THE LEFT, ALONG SAID CURVE THROUGH A CENTRAL
19 ANGLE OF 3°54'59" A DISTANCE OF 82.02 FEET TO A POINT IN THE CENTERLINE
20 OF ORANGE STREET AS SHOWN BY A MAP ON FILE IN RECORD OF SURVEY
21 BOOK 5, PAGE 70 THEREOF. RECORDS OF SAN BERNARDINO COUNTY, AND BY
22 A MAP ON FILE IN RECORD OF SURVEY BOOK 14, PAGE 58 THEREOF,
23 RECORDS OF RIVERSIDE COUNTY,

24
25 **EXCEPTING THEREFROM** THAT PORTION DESCRIBED AS FOLLOWS:

26
27 THAT PORTION OF SAID LOT 17 AND LOT 17 1/2 A DESCRIBED AS FOLLOWS:

28

1 COMMENCING AT THE SOUTHEAST CORNER OF LOT 46 OF THE SUBDIVISION
2 OF THE BANDINI DONATION, AS SHOWN BY MAP ON FILE IN BOOK 3, PAGE 24
3 OF MAPS. RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

4
5 THENCE NORTH 66°18'09" WEST, ALONG THE SOUTHERLY LINE OF SAID LOT
6 46, 72.47 FEET, TO A POINT ON THE WEST LINE OF ORANGE STREET AS
7 SHOWN BY MAP ON FILE IN BOOK 14, PAGE 58 OF RECORDS OF SURVEY.
8 RECORDS OF RIVERSIDE COUNTY;

9
10 THENCE NORTH 8°32'46" EAST ALONG SAID WEST LINE OF ORANGE STREET
11 8.34 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY AND
12 HAVING A RADIUS OF 1156.00 FEET; A RADIAL LINE TO SAID POINT BEARS
13 SOUTH 21°09'19" WEST, SAID CURVE BEING THE NORTHERLY LINE OF SAID
14 88.00 FOOT WIDE STRIP OF LAND DESCRIBED ABOVE AND THE TRUE POINT OF
15 BEGINNING;

16
17 THENCE WESTERLY, TO THE RIGHT, ALONG SAID CURVE, THROUGH A
18 CENTRAL ANGLE OF 1°49'30" A DISTANCE OF 36.82 FEET;

19
20 THENCE ON A NON-TANGENT LINE, NORTH 59°33'41" EAST 36.94 FEET;

21
22 THENCE SOUTH 81°27'14" EAST, 7.08 FEET TO A POINT IN SAID WEST LINE OF
23 ORANGE STREET;

24 THENCE SOUTH 8°32'46" WEST, ALONG SAID WEST LINE 3138 FEET TO THE
25 TRUE POINT OF BEGINNING.

26
27 THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO LLA-043-023 OF
28 CERTIFICATE OF COMPLIANCE

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RECORDED JULY 25, 2003 AS INSTRUMENT NO. 03-556949 OF OFFICIAL
RECORDS.

Riverside County APN's: 246-082-001 and 246-082-015

EXHIBIT A-1
LEGAL DESCRIPTION

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

Parcel 1 of Parcel Map No. 1 4405, in the City of Colton, County of San Bernardino, State of California, as shown by map on file in Book 1 69, Pages 43 and 44 of Parcel Maps, Records of San Bernardino County, California.

San Bernardino County APN: 0277-022-8 1-0-000

**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

BY AND BETWEEN

**Richard Earl Reynolds and Kristin Elizabeth Reynolds, husband and wife as community
property with right of survivorship**

AS SELLER

AND

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT,

AS BUYER

**RELATING TO
193 N. Orange Street, Riverside**

**Riverside County Assessor's Parcel Numbers: 246-082-001 and 246-082-015
San Bernardino County Assessor's Parcel Number: 0277-022-81**

SEP 22 2025 16.2

**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the Riverside County Regional Park and Open-Space District, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3 ("Buyer") and Richard Earl Reynolds and Kristin Elizabeth Reynolds, husband and wife as community property with right of survivorship ("Seller"); sometimes collectively hereinafter referred to as the "Parties".

Buyer and Seller agree as follows:

1. **Definitions.** For the purposes of this Agreement the following terms will be defined as follows:

(a) **Effective Date:** The Effective Date is the last date on which this Agreement is fully executed by Buyer and Seller as listed on the signature page of this Agreement;

(b) **Real Property:** Seller is the owner of certain real property is a 1.29-acre parcel in use as a contractor storage yard located at 193 N. Orange Street in the City of Riverside consisting of three contiguous parcels (Riverside County Assessor's Parcel Numbers 246-082-001 and 246-082-015 and San Bernardino County Assessor's Parcel Number: 0277-022-81-0000 located within the City of Colton), which is more particularly described in Exhibits "A" and "A-1", attached hereto and incorporated herein ("Property");

(c) **Improvements:** All buildings, improvements, and fixtures now affixed and located on the Real Property shall stay be considered as part of the real property, collectively referred to as the "Improvements".

(d) **Purchase Price:** The Purchase Price for the Property is One Million, Four Hundred Eighty-Five Thousand Dollars (\$1,485,000);

(e) **Escrow Holder:** Lawyers Title at the address set forth in subparagraph (i) below. The escrow has been assigned to Teri Malcolm-Napier as the Escrow Officer;

(f) **Title Company:** Lawyers Title at the address set forth in subparagraph (i) below, Barbara Northrup is assigned as the Title Officer;

(g) **Closing and Close of Escrow:** Closing and Close of Escrow are terms used interchangeably in this Agreement. The Closing or the Close of Escrow will be deemed to have occurred when the Grant Deed (as defined in Section 5.1) is recorded in the Official Records of the County of Riverside;

(h) **Closing Date:** The Closing Date shall be no later than thirty (30) calendar days after the date of approval of this Agreement by the Board of Supervisors for the County of Riverside, on behalf of the District, however Seller shall grant to Buyer, if necessary and at Buyer's sole discretion, one (1) thirty (30) day escrow extension. Buyer shall grant to Seller, if necessary and at Seller's sole discretion, one (1) thirty (30) day escrow extension;

- (i) **Notices:** Will be sent as follows to:
Seller: Richard and Kristin Reynolds
1487 Sauvignon Court
Livermore, CA 94550
Telephone: Kristin: 925-325-9777 Richard: 925-325-6660
Email: hello@myabd.com

Buyer: Riverside County Regional Park and Open Space District
Attn: Stephi Villanueva
3450 14th Street, Suite 200
Riverside, California 92501
Telephone: (951) 955-8164
Email: stvillanueva@rivco.org

Escrow Holder: Lawyers Title
Attn: Teri Malcolm-Napier, Senior Escrow
Officer, Commercial & Bulk Sales
301 E Vanderbilt Way, Ste 300 San Bernardino, CA 92408
Telephone: 951-248-0630
Email: teri.malcolm-napier@ltic.com

Title Company: Lawyers Title
Attn: Barbara Northrup, Title Officer: Subdivision, Projects and Mapping
5000 Birch Street #1000 Newport Beach, CA 92660
Telephone: 951-248-0669
Email: barbara.northrup@ltic.com

- (l) **Exhibits:**
Exhibits "A" and "A-1" - Legal Description of Property
Exhibit "B" - Grant Deed
Exhibit "C" – Sellers Due Diligence

2. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell the Property to Buyer and Buyer agrees to buy the Property from Seller, together with all easements, appurtenances thereto, and all improvements and fixtures situated thereon.

3. **Purchase Price.** The Purchase Price for the Property will be paid as follows:

Prior to the Close of Escrow, Buyer shall deposit an amount equal to the sum of the Purchase Price plus a good faith estimate of Buyer's share of all costs, expenses, and prorations under this Section 11.2 of this Agreement with Escrow Holder, in the form of a wire transfer or other immediately available funds. Escrow Holder shall deposit said funds in an interest-bearing account which shall be applied against the Purchase Price at closing and any overages including the interest shall be returned to Buyer at Close of Escrow.

4. **Escrow.** Buyer and Seller shall open an escrow (the "**Escrow**") with Escrow Holder within five (5) business days after the Effective Date by delivery to Escrow Holder, fully executed original or originally executed counterparts of this Agreement which date shall be the official Opening Date of Escrow referenced herein. This Purchase shall be contingent upon the

approval of the Board of Supervisors of the Authorization to Purchase and the approval of the Purchase and Sale Agreement and Joint Escrow Instructions document. This contingency will be removed from escrow upon the receipt of the executed Purchase and Sale Agreement and Joint Escrow Instructions document signed by the Board of Supervisors. Buyer and Seller agree to execute any additional instructions, reasonably required by the Escrow Holder. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will govern.

5. **Deliveries to Escrow Holder.**

5.1 By Seller. On or prior to the Closing Date, Seller will deliver or cause to be delivered to Escrow Holder the following items:

(a) A Grant Deed ("**Grant Deed**"), in the form attached to this Agreement as Exhibit "B," duly executed and acknowledged by Seller and in recordable form, conveying the Property to Buyer; and

(b) A Transferor's Certificate of Non-Foreign Status ("**FIRPTA Certificate**").

5.2 By Buyer. On or prior to the Closing Date (and in any event in a manner sufficient to allow Escrow to close not later than the Closing Date), Buyer will deliver or cause to be delivered to Escrow Holder the following items:

(a) The Purchase Price in accordance with Section 3, above; and

(b) The amount due Seller and any third parties, if any, after the prorations are computed in accordance with Section 12 below.

5.3 By Buyer and Seller. Buyer and Seller will each deposit such other instruments consistent with this Agreement and are reasonably required by Escrow Holder or otherwise required to close escrow. In addition, Seller and Buyer will designate the Title Company as the "**Reporting Person**" for the transaction pursuant to Section 6045(e) of the Internal Revenue Code.

6. **Condition of Title.** At the Close of Escrow, free and clear fee simple title to the Property will be conveyed to Buyer by the Seller by Grant Deed, subject only to the following matters ("**Permitted Exceptions**"):

(a) Matters of title respecting the Property approved or deemed approved by Buyer in accordance with this Agreement; and

(b) Matters affecting the condition of title to the Property created by or with the written consent of Buyer.

6.1 Lease between Buyer and Seller. At the Close of Escrow, the Buyer agrees to lease the Property back to the Seller for a 9-month period. A separate Lease Agreement will be executed between the Buyer and Seller to provide the terms and conditions for the lease of the Property.

7. Conditions to the Close of Escrow.

7.1 Conditions Precedent to Buyer's Obligations. The following conditions must be satisfied not later than the Closing Date or such other period of time as may be specified below:

(a) Title. Buyer has obtained Preliminary Report 623650128 Dated March 15, 2023, and Preliminary Report 623650126 Dated March 2, 2023, for the Property prepared by **Lawyers Title** together with copies of the exceptions to title described in the Preliminary Report.

(b) Title Insurance. As of the Close of Escrow, the Title Company will issue, or have committed to issue, the Title Policy to Buyer with only the Permitted Exceptions.

(c) Delivery of Information. Seller has provided Buyer the original or true copies of all surveys, plans and specifications, residential disclosure statements (as required), building conditions audits, past hazardous material studies, as-built drawings, building permits, certificates of occupancy, certificates of completion, soil reports, engineers' reports, other contracts, but not limited to, studies and similar information which Seller has in its possession relating to the Property as set forth on Exhibit "C", and Buyer acknowledges receipt of the same. Seller makes no warranty regarding the contents of such items. If the Escrow shall fail to close for any reason, all such items shall be immediately returned to Seller.

The conditions set forth in this Section 7.1 are solely for the benefit of Buyer and may be waived only by Buyer. At all times Buyer has the right to waive any condition. Such waiver or waivers must be in writing to Seller and Escrow Holder.

The Close of Escrow and Buyer's obligations with respect to this transaction are subject to Seller's delivery to Escrow Holder on or before the Closing Date the items described in Sections 5.1 and 5.3 above and the removal or waiver of the items described in this Section 7.1.

7.2 Conditions Precedent to Seller's Obligations. The following shall be conditions precedent to Seller's obligation to consummate the Purchase and Sale transaction contemplated herein:

(a) Buyer shall have delivered to Escrow Holder, prior to the Closing, for disbursement as directed hereunder, an amount equal to the Purchase Price and any other funds in accordance with this Agreement;

(b) Buyer shall have delivered to Escrow Holder the items described in Sections 5.2 and 5.3 above; and

The conditions set forth in the Section 7.2 are solely for the benefit of Seller and may be waived only by the Seller. At all times Seller has the right to waive any condition. Such waiver or waivers must be in writing to Buyer and Escrow Holder.

7.3 Termination of Agreement. Buyer will have until the Opening of Escrow to approve or disapprove of the condition of the Property. Prior to the Opening of Escrow, Buyer may cancel for any reason whatsoever by providing written notice to Seller and Escrow.

8. **Due Diligence by Buyer.** Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to the Opening of Escrow in this transaction for the purpose of conducting due diligence, including making necessary or appropriate inspections. Buyer will give Seller reasonable notice before going on the Property.

8.1 Matters To Be Reviewed. Buyer must complete its due diligence investigation of and has approved each of the following matter prior to the Opening of Escrow. Seller shall cooperate with Buyer in Buyer's investigation, including but not limited to any of the following:

(a) The physical condition of the Property, including without limitation, any structural components, electrical, system, plumbing or any irrigation system, paving, soil conditions, the status of the Property with respect to hazardous and toxic materials, if any, and in compliance with all applicable laws including any laws relating to hazardous and toxic materials and all applicable laws;

(b) All applicable government ordinances, rules and regulations of Seller's compliance therewith including, but not limited to, zoning and building regulations; and

(c) All licenses, permits and other governmental approvals and/or authorizations relating to the Property which shall remain in effect after the Close of Escrow.

8.2 Material New Matters. If Buyer discovers any new matter prior to Close of Escrow which was:

(a) Not disclosed by Seller prior to the Close of Escrow;

(b) Not reasonably discoverable prior to the Close of Escrow and that matter is one which:

(i) Would appear as an exception to the Title Policy; or

(ii) Is materially inconsistent with a disclosure by Seller or with any representations or warranties contained in Section 16.2 below; and

(iii) Such new matter is of such a nature that, in Buyer's reasonable judgment, it would materially and adversely, affect the acquisition, development, sale or use of the Property for Buyer's intended purpose, and then Buyer shall be entitled to treat such new matter as a failure of condition to the Close of Escrow. If Buyer elects to treat such new matter as a failure of condition to the Close of Escrow, then Buyer shall give notice to Seller of Buyer's election to terminate this Agreement within fifteen (15) days of Buyer's obtaining knowledge of such new matter, but in no event later than the Closing Date.

(c) However, if Buyer gives Seller notice of its election to terminate this Agreement, under this Section 8.2, Seller may elect, in its sole and absolute discretion by written notice to Buyer and to Escrow Holder within five (5) business days following Seller's receipt of Buyer's notice, to correct the new matter prior to the Close of Escrow. If Seller elects to correct the new matter, Seller will be entitled to extend the Close of Escrow for not more than twenty (20) days in order to correct the new matter and, in such event, this Agreement will not terminate. If Seller fails to correct the new matter by the Closing Date as extended, Buyer may terminate this Agreement.

8.3 As-Is Sale. BUYER ACKNOWLEDGES THAT IT HAS INSPECTED, OR WILL HAVE AN OPPORTUNITY TO INSPECT, TO ITS SATISFACTION PRIOR TO THE CLOSING, THE PROPERTY AND ALL FACTORS RELEVANT TO ITS OWNERSHIP AND USE. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE ANY REPRESENTATIONS, WARRANTIES, GUARANTIES, PROMISES, STATEMENTS OR ASSURANCES WHATSOEVER, EXPRESS OR IMPLIED, DIRECTLY OR THROUGH ANY EMPLOYEE OR AGENT, AS TO THE CONDITION OF THE PROPERTY, OR ANY OTHER MATTER, INCLUDING, BUT NOT LIMITED TO, HAZARDOUS SUBSTANCES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING IN ANY WAY, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SELLER EXPRESSLY DISCLAIMS MAKING OR HAVING MADE ANY REPRESENTATIONS OR WARRANTY WITH RESPECT TO ANY DOCUMENTS AND MATERIALS FURNISHED BY SELLER. BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR SELLER'S EXPRESS COVENANTS, REPRESENTATIONS AND WARRANTIES CONTAINED IN THE AGREEMENT, SELLER SPECIFICALLY DISCLAIMS: (A) ALL MATTERS RELATING TO THE TITLE TOGETHER WITH ALL GOVERNMENTAL AND OTHER LEGAL REQUIREMENTS SUCH AS TAXES, ASSESSMENTS, ZONING, USE PERMIT REQUIREMENTS, TENTATIVE MAP CONDITIONS, BUILDING PERMIT REQUIREMENTS, BUILDING CODES AND OTHER DEVELOPMENT REQUIREMENTS; (B) THE PHYSICAL CONDITION OF THE PROPERTY; (C) ALL OTHER MATTERS OF ANY SIGNIFICANCE AFFECTING THE PROPERTY, WHETHER PHYSICAL IN NATURE OR INTANGIBLE IN NATURE, SUCH AS THE POLITICAL CLIMATE WITH RESPECT TO THE GOVERNMENTAL AGENCIES THAT HAVE JURISDICTION OVER THE PROPERTY, DEVELOPMENT OF THE PROPERTY OR THE OPERATION OF THE PROPERTY; (D) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY; (E) THE ECONOMICS OF THE PRESENT OR FUTURE OWNERSHIP AND/OR OPERATION OF THE PROPERTY; (F) ENTITLEMENTS, ZONING, DENSITY AND OTHER MATTERS WHICH MAY IMPACT THE FUTURE DEVELOPMENT OF THE PROPERTY; AND (G) THE EXISTENCE OF HAZARDOUS SUBSTANCES IN, UNDER OR AFFECTING THE PROPERTY; AND BUYER IS PURCHASING THE PROPERTY "AS IS WITH ALL DEFECTS" BASED UPON BUYER'S OWN INSPECTION OF THE PROPERTY.

9. **Conditions Precedent to Sellers' Obligations.** The Close of Escrow and Seller's obligations with respect to this transaction are subject to Buyer's delivery to Escrow Holder on or before the Closing Date of the Purchase Price and items described in Sections 5.2 and 5.3.

10. **Title Insurance.** At the Close of Escrow, Seller will cause the Title Company to issue to Buyer a CLTA standard coverage owner's policy in an amount equal to the Purchase Price showing fee title to the Property vested in Buyer subject only to the Permitted Exceptions ("**Title Policy**") and the standard printed exceptions and conditions in the policy of title

insurance. If Buyer elects to obtain any endorsements or an ALTA Extended Policy of Title, the additional premium and costs of the policy survey for the ALTA Extended policy of title and the cost of any endorsements will be at Buyer's sole cost and expense; however, Buyer's election to obtain an ALTA extended policy of title will not delay the Closing. Further, Buyer's inability to obtain an ALTA extended policy of title or any such endorsements will not be deemed to be a failure of any condition to Closing.

11. Costs and Expenses.

11.1 Seller will pay:

- (a) One-quarter (1/4) of closing costs, including E-Recording Fee, Escrow Fee, FTB Processing, and Recording Fee.
- (b) Documentary transfer taxes;
- (c) Seller Mobile Notary, if applicable;
- (d) All costs associated with removing any debt or liens encumbering the Property, if applicable;
- (e) All costs associated with Seller's attorneys' fees and brokers' fees; and
- (f) Seller's share of prorations, if applicable;

11.2 Buyer will pay:

- (a) Three-quarters (3/4) of closing costs, including E-Recording Fees, Escrow Fees, FTB Processing, and Recording Fees;
- (b) All costs associated with title insurance, such as a CLTA standard owner's title insurance policy. Buyer may elect to purchase and pay for an ALTA extended owners title policy.; and
- (c) Buyers share of prorations, if applicable.

12. Prorations.

12.1 Tax Exempt Agency. All parties hereto acknowledge that the Buyer is public entity and exempt from payment of any real property taxes. There will be no proration of taxes through escrow. Seller will be responsible for payment of any real property taxes due prior to Close of Escrow. In the event any real property taxes are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due the Seller at the Close of Escrow. Seller understands that the Tax Collector will not accept partial payment of an installment of the real property taxes due at the Close of Escrow. At the Close of Escrow, the Buyer will file any necessary documentation with the County Tax Collector/Assessor for the property tax exemption. Seller shall have the right, after Close of Escrow, to apply for a refund to the County Tax Collector/Assessor outside of escrow, and if eligible, to receive such refund. Escrow Holder shall have no liability and/or responsibility in

connection therewith.

12.2 Utility Deposits. Seller will notify all utility companies servicing the Property of the sale of the Property to Buyer and will request that such companies send Seller a final bill for the period ending on the last day before the Close of Escrow. Buyer will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to Buyer. If Seller receives a bill for utilities provided to the Property for the period in which the Close of Escrow occurred, Seller shall be responsible to pay the bill.

12.3 Method of Proration. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property, and therefore entitled to the income there from and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the parties pursuant to this Section 12 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

13. **Disbursements and Other Actions by Escrow Holder.** At the Close of Escrow, Escrow Holder will promptly undertake all of the following:

13.1 Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by Buyer in payment of the Purchase Price as follows: (a) deduct or credit all items chargeable to the account of Seller and/or Buyer pursuant to Sections 11 and 12, (b) disburse the balance of the Purchase Price to the Seller and (c) disburse any excess proceeds deposited by Buyer to Buyer.

13.2 Recording. Cause the Grant Deed to be recorded with the County Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

13.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

13.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the FIRPTA Certificate and any other documents (or copies thereof) deposited into Escrow by Seller. Deliver to Seller any other documents (or copies thereof) deposited into Escrow by Buyer.

14. **Joint Representations and Warranties.** In addition to any express agreements of the parties contained herein, the following constitute representations and warranties of the parties each to the other:

14.1 Each party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein.

14.2 All requisite action (corporate, trust, partnership or otherwise) has been taken by each party in connection with the entering into of this Agreement, the instruments referenced herein and the consummation of this transaction. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other party is required.

14.3 The individuals executing this Agreement and the instruments referenced herein on behalf of each party and the partners, officers or trustees of each party, if

any, have the legal power, right, and actual authority to bind each party to the terms and conditions of those documents.

14.4 This Agreement and all other documents required to close this transaction are and will be valid, legally binding obligations of and enforceable against each party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

14.5 At Closing, Seller shall convey the Property in "as-is" physical condition to Buyer with clear and marketable title, free and clear of any and all liens, encumbrances, easements, restrictions, rights and conditions of any kind whatsoever, except those which are approved by Buyer in accordance with Section 7 above.

15. **Indemnification.**

15.1 Indemnification by Seller. Seller agrees to indemnify, defend and hold Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit or suits of any nature whatsoever, arising from any misrepresentation or breach of warranty or covenant by Seller in this Agreement. Seller shall also indemnify Buyer from any claims, actions, costs, or expenses arising from any hazardous substances discovered at the Property, whether or not previously disclosed by Seller that was caused by or permitted by the Seller's acts or omissions.

15.2 Indemnification by Buyer. Buyer agrees to indemnify, defend and hold Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes or action and suit or suits arising out of any misrepresentation or breach of warranty or covenant by Buyer in this Agreement.

16. **Hazardous Substances.**

16.1 Definitions. For the purposes of this Agreement, the following terms have the following meanings:

(a) "Environmental Law" means any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976);

(b) "Hazardous Substance" means any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or regulated, under any Environmental Law, including asbestos, petroleum and petroleum products; and

(c) "Environmental Audit" means an environmental audit, review or testing of the Property performed by Buyer or, any third party or consultant engaged by Buyer to conduct such study.

16.2 Seller's Representations and Warranties. Buyer acknowledges that with the exception of those representations and warranties expressly made by Seller in this Article 16, Buyer is acquiring the Property and every portion thereof "**AS-IS, WHERE-IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS**" and in reliance upon its own studies, investigations and due diligence and that no person acting on behalf of Seller is authorized to make and Seller has not made and does not make any representations or warranties of any kind or character whatsoever with regard to the Property.

Except as disclosed in the Due Diligence Materials provided by Seller to Buyer as of the date of this Agreement:

(a) No Hazardous Substances exist now or have been used or stored on or within any portion of the Property except those substances which are or have been used or stored on the Property by Seller in the normal course of use and operation of the Property and in compliance with all applicable Environmental Laws;

(b) There are and have been no federal, state, or local enforcement, clean-up, removal, remedial or other governmental or regulatory actions instituted or completed affecting the Property;

(c) No claims have been made by any third party relating to any Hazardous Substances on or within the Property; and

(d) There has been no disposal of Hazardous Substances or accidental spills which may have contaminated the Property. There has been no on-site bulk storage of vehicle fuels or waste oils.

16.3 Notices Regarding Hazardous Substances. During the term of this Agreement, Seller will promptly notify Buyer if it obtains knowledge that Seller or the Property may be subject to any threatened or pending investigation by any governmental agency under any law, regulation or ordinance pertaining to any Hazardous Substance.

16.4 Environmental Audit. Buyer may order, at its sole cost and expense, an Environmental Audit, and it shall do so prior to the end of the Due Diligence Period and may quit this transaction if Buyer identifies problems in its sole and subjective judgment that would preclude continuing with this transaction:

(a) The Environmental Audit shall be conducted pursuant to standard quality control/quality assurance procedures. Buyer shall give Seller at least two (2) business days' prior notice of any on-site testing of soil or subsurface conditions;

(b) Any groundwater, soil or other samples taken from the Property will be properly disposed of by Buyer at Buyer's sole cost and in accordance with all applicable laws. Buyer shall promptly restore the Property to the condition in which it was found immediately prior to Buyer's Environmental Audit; and

(c) Buyer hereby agrees to protect, indemnify, defend and hold harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices, actions, obligations, damages and/or expenses caused by reason of Buyer's (or its agent's, employee's or independent contractor's) entry onto the Property prior to the Close of Escrow pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the activities of Buyer.

17. **Notices.** All notices or other communications required or permitted hereunder must be in writing, and be (i) personally delivered (including by means of professional messenger service), or (ii) sent by registered or certified mail, postage prepaid, return receipt requested, or (iii) deposited with either FedEx or United Parcel Service to be delivered by overnight delivery. All notices sent by mail will be deemed received three (3) days after the date of mailing; and all notices sent by overnight delivery shall be deemed received one (1) business day after the notice has been deposited with such courier (provided that, the sending party receives a confirmation of actual delivery from the courier).

18. **Miscellaneous.**

18.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

18.2 Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

18.3 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or other provision contained herein. No extension of time for performance or any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party which will be extended by a period of time equal to the period of the delay.

18.4 Successors and Assigns. Neither party shall transfer or assign its rights or responsibilities under this Agreement without the express written consent of the other party.

18.5 Entire Agreement. This Agreement (including all Exhibits attached hereto) constitutes the entire understanding between the parties hereto and may not be modified except by an instrument in writing signed by the party to be charged.

18.6 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is of the essence with respect to each and every term, condition, obligation and provision hereof.

18.7 Governing Law. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.

18.8 No Recordation. No memorandum or other document relating to this Agreement shall be recorded without the prior written consent of Seller and Buyer.

18.9 Survival. Sections 12, 15, 16, and 18 and any other provisions of this Agreement which by their terms require performance by either party after the Close of Escrow shall survive the Close of Escrow.

18.10 Brokers. Seller is solely responsible shall pay any and all commission/compensation to Seller's Broker as may be set forth in a separate written agreement between Seller and Seller's Broker, or in any separate written instructions related thereto as may be executed and delivered into Escrow by Seller. Seller shall defend, indemnify and hold harmless Buyer from and against any and all liabilities, claims, demands, damages, or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge ("Broker Claims") claimed to be due by Seller's Broker. Buyer represents and warrants that Buyer has not engaged the services of a broker, representative or other advisor or other person to whom a commission or other compensation will be due with respect to this transaction. The provisions of this Section 18.10 shall survive Closing or earlier termination of this Agreement until the limitations period has run for such claims.

18.11 Exhibits. Each exhibit attached hereto is incorporated herein by this reference as if set forth in full in the body of this Agreement.

18.12 Not a Partnership. The provisions of this Agreement are not intended to create, nor will they be in any way interpreted to create, a joint venture, a partnership, or any other similar relationship between the parties.

[Signatures Provisions on the Following Page]

THIS AGREEMENT IS OF NO FORCE OR EFFECT UNTIL APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE AND EXECUTED BY BOTH PARTIES.

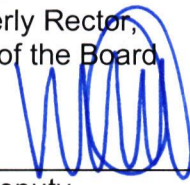
IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale and Joint Escrow Instructions as of the date and year.

BUYER:
RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT
A park and open-space district created
Pursuant to the California Public Resources
Code, Division 5

By: 
Jose Medina, Chair
Board of Directors

Date: SEP 22 2025

ATTEST:
Kimberly Rector,
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran,
County Counsel

By: 
Ryan Yabko,
Deputy County Counsel

SELLER:
RICHARD EARL REYNOLDS AND KRISTIN
REYNOLDS, husband and wife as community
property with right of survivorship

By: 
Richard Earl Reynolds

Date: 8-22-2025

By: 
Kristin Elizabeth Reynolds

Date: 8/22/2025

SEE NOTARY
ATTACHMENT
Initials: SA Date: 8/22/2025

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.

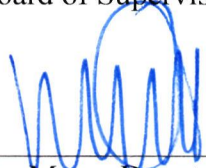
STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE } §

On September 22, 2025, before me, Whitney Mayo, a COB Assistant, personally appeared Jose Medina, Chair of the Board of Directors, 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: 
Whitney Mayo, Deputy Clerk

(SEAL)

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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 Alameda)

On August 22, 2025 before me, **Shushan Agadjanian, Notary Public**,
(here insert name and title of the officer)

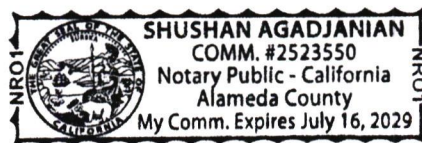
personally appeared Richard Earl Reynolds and
Kristin Elizabeth Reynolds

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ they executed the same in ~~his~~ ~~her~~ their authorized capacity(ies), and that by ~~his~~ ~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Shushan Agadjanian



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of Agreement of purchase/sale
and joint escrow instructions.

containing 13 pages, and dated 8/22/2025

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

EXHIBIT A

LEGAL DESCRIPTION

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

THAT PORTION OF LOT 1 OF ADDITION TO BANDINI DONATION, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 1, PAGE 3 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN RIVERSIDE COUNTY AND LYING WESTERLY OF THE WESTERLY LINE OF NORTH ORANGE STREET AS CONVEYED TO THE COUNTY OF RIVERSIDE, BY DEED EXECUTED BY JAMES ACQUIST, RECORDED NOVEMBER 13, 1935 IN BOOK 256, PAGE 580 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WHICH IS INCLUDED WITHIN THE FOLLOWING DESCRIPTION:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 46 OF BANDINI DONATION, AS SHOWN BY MAP ON FILE IN BOOK 3, PAGE 24 OF MAPS. RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

THENCE NORTH 67°52'W WEST ON THE SOUTHERLY LINE OF SAID LOT 46, 196.60 FEET TO THE EASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND CONVEYED TO ANTONIO G. TRUJILLO BY DEED RECORDED APRIL 14, 1913 IN BOOK 375, PAGE 33 OF DEEDS. RECORDS OF SAID RIVERSIDE COUNTY;

THENCE NORTHERLY ON THE EAST LINE OF SAID LAND CONVEYED TO ANTONIO G. TRUJILLO, 265.00 FEET, MORE OR LESS, TO A POINT ON A LINE BETWEEN STATIONS 10 AND 11 OF A SURVEY OF A PORTION OF SAID LOT 46, BANDINI DONATION, MADE BY GEORGE M. PEARSON, IN 1910, AS SHOWN BY PLAT RECORDED IN BOOK 17, PAGE 67 OF RECORDS OF SAID SAN BERNARDINO COUNTY, AT A POINT 135.00 FEET FORM STATION 10 OF SAID SURVEY;

THENCE NORTH 86°25'00" WEST, 135.00 FEET TO SAID STATION 10 BEING ON THE EASTERLY LINE OF LOT 49 OF SAID BANDINI DONATION;

THENCE NORTH 11°29'00" EAST, 176.35 FEET ALONG SAID EASTERLY LINE TO THE NORTHEAST CORNER OF SAID LOT 49, BEING STATION 9 OF SAID SURVEY IN MARCH 1910;

THENCE SOUTHEASTERLY ON THE EXTENSION OF THE NORTHERLY LINE OF SAID LOT 49 TO THE EASTERLY LINE OF SAID LOT 46;

THENCE SOUTHERLY ON THE EASTERLY LINE OF SAID LOT 46 TO THE SOUTHEAST CORNER OF SAID LOT 46 AND THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION DESCRIBED AS FOLLOWS:

THAT PORTION OF SAID LOT 17 AND LOT 17 1/2 WHICH LIES NORTHERLY OF A STRIP OF LAND, 88.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 5 AS SHOWN BY THE SUBDIVISION OF LOT 19 OF THE ADDITION TO THE BANDINI DONATION ON FILE IN MAP BOOK 1, PAGE 20 THEREOF, RECORDS OF RIVERSIDE COUNTY, AND ON FILE IN MAP BOOK 17. PAGE 53 THEREOF. RECORDS OF SAN BERNARDINO COUNTY, AND BEING THE POINT OF INTERSECTION OF THE NORTH LINE OF PLACENTIA LANE WITH THE LINE BETWEEN RIVERSIDE AND SAN BERNARDINO COUNTY;

THENCE NORTH 89°57'40" EAST, ALONG SAID COUNTY LINE 2063.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1200.00 FEET;

THENCE EASTERLY, TO THE RIGHT ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°11'29", A DISTANCE OF 485.72 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 66°50'51", EAST, 398.12 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING RADIUS OF 1200.00 FEET;

THENCE EASTERLY, TO THE LEFT, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°54'59" A DISTANCE OF 82.02 FEET TO A POINT IN THE CENTERLINE OF ORANGE STREET AS SHOWN BY A MAP ON FILE IN RECORD OF SURVEY BOOK 5, PAGE 70 THEREOF. RECORDS OF SAN BERNARDINO COUNTY, AND BY A MAP ON FILE IN RECORD OF SURVEY BOOK 14, PAGE 58 THEREOF, RECORDS OF RIVERSIDE COUNTY,

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

THAT PORTION OF SAID LOT 17 AND LOT 17 1/2 A DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 46 OF THE SUBDIVISION OF THE BANDINI DONATION, AS SHOWN BY MAP ON FILE IN BOOK 3, PAGE 24 OF MAPS. RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

THENCE NORTH 66°18'09" WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 46, 72.47 FEET, TO A POINT ON THE WEST LINE OF ORANGE STREET AS SHOWN BY MAP ON FILE IN BOOK 14, PAGE 58 OF RECORDS OF SURVEY. RECORDS OF RIVERSIDE COUNTY;

THENCE NORTH 8°32'46" EAST ALONG SAID WEST LINE OF ORANGE STREET 8.34 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1156.00 FEET; A RADIAL LINE TO SAID POINT BEARS SOUTH 21°09'19" WEST, SAID CURVE BEING THE NORTHERLY LINE OF SAID 88.00 FOOT WIDE STRIP OF LAND DESCRIBED ABOVE AND THE TRUE POINT OF BEGINNING;

THENCE WESTERLY, TO THE RIGHT, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°49'30" A DISTANCE OF 36.82 FEET;

THENCE ON A NON-TANGENT LINE, NORTH 59°33'41" EAST 36.94 FEET;

THENCE SOUTH 81°27'14" EAST, 7.08 FEET TO A POINT IN SAID WEST LINE OF ORANGE STREET;

THENCE SOUTH 8°32'46" WEST, ALONG SAID WEST LINE 3138 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO LLA-043-023 OF CERTIFICATE OF COMPLIANCE

RECORDED JULY 25, 2003 AS INSTRUMENT NO. 03-556949 OF OFFICIAL RECORDS.

Riverside County APN's: 246-082-001 and 246-082-015

EXHIBIT A-1
LEGAL DESCRIPTION

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

Parcel 1 of Parcel Map No. 1 4405, in the City of Colton, County of San Bernardino, State of California, as shown by map on file in Book 1 69, Pages 43 and 44 of Parcel Maps, Records of San Bernardino County, California.

San Bernardino County APN: 0277-022-8 1-0-000

EXHIBIT B

Recorded at request of and return to:

FREE RECORDING

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

(Space above this line reserved for Recorder's

PROJECT: Trujillo Adobe Expansion
RIVERSIDE COUNTY APN's: 246-082-001 and 246-082-015
SAN BERNARDINO COUNTY APN: 0277-022-81-0

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Richard Earl Reynolds and Kristin Elizabeth Reynolds, husband and wife as community property with right of survivorship

GRANTS to the **Riverside County Regional Park and Open-Space District**, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, the real property in the County of Riverside, State of California, described as:

See Exhibits "A" and "A-1" attached hereto and made part hereof

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 _____)

On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A

LEGAL DESCRIPTION

For APN/Parcel ID(s): **246-082-001 and 246-082-015**

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

THAT PORTION OF LOT 1 OF ADDITION TO BANDINI DONATION, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 1, PAGE 3 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN RIVERSIDE COUNTY AND LYING WESTERLY OF THE WESTERLY LINE OF NORTH ORANGE STREET AS CONVEYED TO THE COUNTY OF RIVERSIDE, BY DEED EXECUTED BY JAMES ACQUIST, RECORDED NOVEMBER 13, 1935 IN BOOK 256, PAGE 580 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WHICH IS INCLUDED WITHIN THE FOLLOWING DESCRIPTION:

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THENCE NORTH 86°25'00" WEST, 135.00 FEET TO SAID STATION 10 BEING ON THE EASTERLY LINE OF LOT 49 OF SAID BANDINI DONATION;

THENCE NORTH 11°29'00" EAST, 176.35 FEET ALONG SAID EASTERLY LINE TO THE NORTHEAST CORNER OF SAID LOT 49, BEING STATION 9 OF SAID SURVEY IN MARCH 1910;

THENCE SOUTHEASTERLY ON THE EXTENSION OF THE NORTHERLY LINE OF SAID LOT 49 TO THE EASTERLY LINE OF SAID LOT 46;

THENCE SOUTHERLY ON THE EASTERLY LINE OF SAID LOT 46 TO THE SOUTHEAST CORNER OF SAID LOT 46 AND THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION DESCRIBED AS FOLLOWS:

THAT PORTION OF SAID LOT 17 AND LOT 17 1/2 WHICH LIES NORTHERLY OF A STRIP OF LAND, 88.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

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THENCE NORTH 89°57'40" EAST, ALONG SAID COUNTY LINE 2063.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1200.00 FEET;

THENCE EASTERLY, TO THE RIGHT ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°11'29", A DISTANCE OF 485.72 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 66°50'51", EAST, 398.12 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING RADIUS OF 1200.00 FEET;

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THENCE SOUTH 8°32'46" WEST, ALONG SAID WEST LINE 3138 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO LLA-043-023 OF CERTIFICATE OF COMPLIANCE

RECORDED JULY 25, 2003 AS INSTRUMENT NO. 03-556949 OF OFFICIAL RECORDS.

APN: 246-082-001; 246-082-015

EXHIBIT A-1
LEGAL DESCRIPTION

For APN/Parcel ID(s): 0277-022-8 1-0-000

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

Parcel 1 of Parcel Map No. 1 4405, in the City of Colton, County of San Bernardino, State of California, as shown by map on file in Book 1 69, Pages 43 and 44 of Parcel Maps, Records of San Bernardino County, California.

APN: 0277-022-8 1-0-000

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated as of _____, 2025 from the Grantor, **Richard Earl Reynolds and Kristin Elizabeth Reynolds, husband and wife as community property with right of survivorship**, granted to the Grantee, the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, is hereby accepted by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in Riverside County Ordinance No. 598, and the COUNTY OF RIVERSIDE consents to recordation thereof by its duly authorized officer.

Dated this ____ day of _____, 2025.

By: _____

EXHIBIT C
Seller's Due Diligence

1 **2. Use.**

2 (a) The Premises are leased hereby for the purpose of the Tenant the
3 time to relocate their current business off the Property..

4 (b) The Premises shall not be used for any other purpose without first
5 obtaining the written consent of District, which consent shall not be unreasonably
6 withheld.

7 (c) Tenant shall have the exclusive use of the Premises.

8 **3. Term.** This Lease shall be effective as of Close of Escrow for a period of
9 nine (9) months, not to exceed beyond April 30, 2026. There shall be no holdover
10 tenancy.

11 **4. Reserved.**

12 **5. Consideration.**

13 (a) In consideration of this Lease, Tenant shall be responsible for all
14 maintenance of the Premises and payment of all utilities during the term, in lieu of rent..

15 **6. On-Site Improvements by Tenant.**

16 (a) No alterations, improvements or installation of fixtures to be
17 undertaken by Tenant.

18 **7. Signs.** Tenant shall not erect, maintain, or display any signs or other
19 forms of advertising upon the Premises without first obtaining the written approval of
20 District, which approval shall not be unreasonably withheld.

21 **8. Reserved.**

22 **9. Utilities.**

23 (a) Tenant shall provide and pay for all utilities.

24 (b) Tenant shall provide and pay for all telephone services.

25 **10. Maintenance.**

26 (a) Tenant shall be responsible for all maintenance of the Premises.
27
28

1 (b) Tenant shall be responsible for providing routine monitoring and
2 maintenance of the fire alarm system, fire extinguishers, and the fire sprinkler system,
3 if applicable.

4 (c) Tenant shall maintain the mechanical room and other major
5 equipment connected to the Premises.

6 (d) In the event any damage or injury to the Premises is caused by the
7 negligent acts of Tenant, its officers, employees, clients, agents, guests, invitees,
8 subcontractors or independent contractors, any repairs made, or caused to be made by
9 Tenant as may be necessary to restore the Premises as a result of such damage or
10 injury shall be paid forthwith by Tenant.

11 **11. Custodial Services.** Tenant shall provide or cause to be provided and
12 pay for all custodial services in connection with the Premises.

13 **12. Inspection of Premises.** District, through its duly authorized agents,
14 shall have the right to enter the Premises for the purpose of inspecting, monitoring, and
15 evaluating the obligations of Tenant hereunder and for the purpose of doing any and all
16 things which it is obligated and has a right to do under this Lease.

17 **13. Quiet Enjoyment.** Tenant shall have, hold and quietly enjoy the use of
18 the Premises so long as it shall fully and faithfully perform the terms and conditions that
19 it is required to do under this Lease.

20 **14. Compliance with Government Regulations.** Tenant shall, at Tenant's
21 sole cost and expense, comply with the requirements of all local, state and federal
22 statutes, regulations, rules, ordinances and orders now in force or which may be
23 hereafter in force, pertaining to the leased premises. Any final judgment, decree or
24 order of any court of competent jurisdiction, or the admission of Tenant in any action or
25 proceedings against Tenant that Tenant has violated any such statutes, regulations,
26 rules, ordinances or orders in the use of the leased premises, shall be conclusive of
27 that fact as between District and Tenant.

28

1 **15. Nondiscrimination.** Tenant herein covenants by and for himself or herself,
2 his or her heirs, executors, administrator, and assigns, and all persons claiming under
3 or through them, that this Lease is made and accepted upon and subject to the
4 following conditions: That there shall be no discrimination against or segregation of any
5 person or group of persons on account of any basis listed in Section 12955 of the
6 Government Code, and also defined in Sections 12926 and 12926.1 in the leasing,
7 subleasing, transferring, use, occupancy, tenure or enjoyment of the Property herein
8 leased, nor shall the Tenant himself or herself, or any persons claiming under or
9 through him or her, establish or permit any such practice or practices of discrimination
10 or segregation with reference to the selection, location, number, use or occupancy of
11 tenants, lessees, subtenants, subleases or vendees in the Property herein conveyed.
12 The foregoing covenants shall run with the land.

13 **16. Default.**

14 (a) Tenant shall be in default if the Premises is used for any purpose other
15 than that authorized in the Lease, fails to maintain the Premises or the improvements
16 in the manner provided for in the Lease, fails to comply with or perform any other
17 covenant, condition, provision or restriction provided for in the Lease, abandons the
18 Premises, allows the Premises to be attached, levied upon, or seized under legal
19 process; or, if the Tenant files or commits an act of bankruptcy, has a receiver or
20 liquidator appointed to take possession of the Premises, or commits or permits waste
21 on the Premises (collectively referred to as a "Default"), then the Tenant shall be
22 deemed in default under the terms of the Lease.

23 (b) In case of Default, District shall provide a thirty (30) day written notice to
24 Tenant to remedy any and all defaults. Upon the failure of Tenant to promptly remedy
25 such Default, District shall have the right to terminate this Lease and retake possession
26 of the Property together with all additions, alterations, and improvements thereto.
27 District shall also retain all rights to seek any and all remedies at law or in equity.
28

1 **17. Termination by District.** District may terminate this Lease without cause
2 upon providing Tenant with 60 days prior written notice. Notwithstanding the provisions
3 of Default, District shall have the right to immediately terminate this Lease for the
4 following:

5 (a) In the event a petition is filled for voluntary or involuntary
6 bankruptcy for the adjudication of Tenant as debtors.

7 (b) In the event that Tenant makes a general assignment, or Tenant's
8 interest hereunder is assigned involuntarily or by operation of law, for the benefit of
9 creditors.

10 **18. Insurance.** Without limiting or diminishing the obligation to indemnify or
11 hold the DISTRICT harmless, shall procure and maintain or cause to be maintained, at
12 its sole cost and expense, the following insurance coverages during the term of this
13 Agreement. As respects to the insurance section only, the DISTRICT herein refers to
14 the County of Riverside, its Agencies, Districts, Special Districts, and Departments,
15 their respective directors, officers, Board of Supervisors, employees, elected or
16 appointed officials, agents or representatives as Additional Insureds.

17 A. Workers' Compensation:

18 If the Tenant has employees as defined by the State of California, the Tenant shall
19 maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by
20 the laws of the State of California. Policy shall include Employers' Liability (Coverage
21 B) including Occupational Disease with limits not less than \$1,000,000 per person per
22 accident. The policy shall be endorsed to waive subrogation in favor of The Riverside
23 County Regional Park and Open-Space District.

24 B. Commercial General Liability:

25 Commercial General Liability insurance coverage, including but not limited to, premises
26 liability, unmodified contractual liability, products and completed operations liability,
27 personal and advertising injury, and cross liability coverage, covering claims which may
28

1 arise from or out of Tenant's performance of its obligations hereunder. Policy shall
2 name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less
3 than \$2,000,000 per occurrence combined single limit. If such insurance contains a
4 general aggregate limit, it shall apply separately to this agreement or be no less than
5 two (2) times the occurrence limit.

6 C. Vehicle Liability:

7 If vehicles or mobile equipment are used in the performance of the obligations under
8 this Agreement, then Tenant shall maintain liability insurance for all owned, non-owned
9 or hired vehicles so used in an amount not less than \$1,000,000 per occurrence
10 combined single limit. If such insurance contains a general aggregate limit, it shall
11 apply separately to this agreement or be no less than two (2) times the occurrence
12 limit. Policy shall name the DISTRICT as Additional Insureds.

13 D. Intentionally deleted.

14 E. Intentionally deleted.

15 F. General Insurance Provisions - All lines:

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

21 2) The Tenant must declare its insurance self-insured retention for each
22 coverage required herein. If any such self-insured retention exceed \$500,000 per
23 occurrence each such retention shall have the prior written consent of the County Risk
24 Manager before the commencement of operations under this Agreement. Upon
25 notification of self-insured retention unacceptable to the COUNTY, and at the election
26 of the County's Risk Manager, Tenant's carriers shall either; 1) reduce or eliminate
27 such self-insured retention as respects this Agreement with the DISTRICT, or 2)

28

1 procure a bond which guarantees payment of losses and related investigations, claims
2 administration, and defense costs and expenses.

3 3) Tenant shall cause Tenant's insurance carrier(s) to furnish the District with
4 either 1) a properly executed original Certificate(s) of Insurance and certified original
5 copies of Endorsements effecting coverage as required herein, and 2) if requested to
6 do so orally or in writing by the County Risk Manager, provide original Certified copies
7 of policies including all Endorsements and all attachments thereto, showing such
8 insurance is in full force and effect. Further, said Certificate(s) and policies of insurance
9 shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days
10 written notice shall be given to the County of Riverside prior to any material
11 modification, cancellation, expiration or reduction in coverage of such insurance. If
12 Tenant's insurance carrier(s) policies does not meet the minimum notice requirement
13 found herein, District shall cause Tenant's insurance carrier(s) to furnish a 30 day
14 Notice of Cancellation Endorsement.

15 4) In the event of a material modification, cancellation, expiration, or
16 reduction in coverage, this Agreement shall terminate forthwith, unless the District
17 receives, prior to such effective date, another properly executed original Certificate of
18 Insurance and original copies of endorsements or certified original policies, including all
19 endorsements and attachments thereto evidencing coverage's set forth herein and the
20 insurance required herein is in full force and effect. Tenant shall not commence
21 operations until the DISTRICT has been furnished original Certificate (s) of Insurance
22 and certified original copies of endorsements and if requested, certified original policies
23 of insurance including all endorsements and any and all other attachments as required
24 in this Section. An individual authorized by the insurance carrier to do so on its behalf
25 shall sign the original endorsements for each policy and the Certificate of Insurance.

26 5) It is understood and agreed to by the parties hereto that the Tenant's
27 insurance shall be construed as primary insurance, and the DISTRICT'S insurance
28

1 and/or deductibles and/or self-insured retention's or self-insured programs shall not be
2 construed as contributory.

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

11 7) Tenant shall pass down the insurance obligations contained herein to all
12 tiers of sublessee working under this Agreement.

13 8) The insurance requirements contained in this Agreement may be met with
14 a program(s) of self-insurance acceptable to the DISTRICT.

15 9) Tenant agrees to notify COUNTY of any claim by a third party or any
16 incident or event that may give rise to a claim arising from the performance of this
17 Agreement.

18 **19. Hold Harmless.** Tenant shall indemnify and hold harmless the Riverside
19 County Regional Park and Open-Space District, County of Riverside, its Agencies,
20 Districts, Special Districts and Departments, their respective directors, officers, Board
21 of Supervisors, elected and appointed officials, employees, agents and representatives
22 (individually and collectively hereinafter referred to as Indemnitees) from any liability
23 whatsoever, based or asserted upon any services of Tenant, its officers, employees,
24 sublessee, agents or representatives arising out of or in any way relating to this
25 Agreement, including but not limited to property damage, bodily injury, or death or any
26 other element of any kind or nature whatsoever arising from the performance of
27 Tenant, its officers, employees, sublessee, agents or representatives Indemnitors from
28

1 this Agreement. Tenant shall defend, at its sole expense, all costs and fees including,
2 but not limited, to attorney fees, cost of investigation, defense and settlements or
3 awards, the Indemnitees in any claim or action based upon such alleged acts or
4 omissions.

5 With respect to any action or claim subject to indemnification herein by Tenant
6 shall, at their sole cost, have the right to use counsel of their own choice and shall have
7 the right to adjust, settle, or compromise any such action or claim without the prior
8 consent of DISTRICT; provided, however, that any such adjustment, settlement or
9 compromise in no manner whatsoever limits or circumscribes Tenants indemnification
10 to Indemnitees as set forth herein.

11 Tenant's obligation hereunder shall be satisfied when Tenant has provided to
12 DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for
13 the action or claim involved.

14 The specified insurance limits required in this Agreement shall in no way limit or
15 circumscribe Tenant's obligations to indemnify and hold harmless the Indemnitees
16 herein from third party claims.

17 In the event there is conflict between this clause and California Civil Code
18 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
19 interpretation shall not relieve the Tenant from indemnifying the Indemnitees to the
20 fullest extent allowed by law.

21 **20. Assignment.** Tenant cannot assign, sublet, mortgage, hypothecate or
22 otherwise transfer in any manner any of its rights, duties or obligations hereunder to
23 any person or entity without the prior written consent of District being first obtained,
24 which consent shall be in the absolute discretion of County. In the event of any such
25 transfer, as provided in this Section, Tenant expressly understands and agrees that it
26 shall remain liable with respect to any and all of the obligations and duties contained in
27 this Lease.

28

1 **21. Indemnification.** Unless due to the active negligence of the District, Tenant
2 shall indemnify and hold harmless the District, County of Riverside, its agencies,
3 districts, special districts and departments, their respective directors, officers, Board of
4 Supervisors, elected and appointed officials, employees, agents and representatives
5 (“County Parties”) from any liability whatsoever, based or asserted upon any act or
6 omission of Tenant, its officers, employees, subcontractors, agents or representatives
7 arising out of or in any way relating to or in any way connected with the leased
8 premises or this Lease, including but not limited to property damage, bodily injury, or
9 death or any other element of any kind or nature whatsoever. Tenant shall defend, at
10 its sole expense, all costs and fees including, but not limited, to attorney fees, cost of
11 investigation, defense and settlements or awards, County Parties in any claim or action
12 based upon such alleged acts or omissions.

13 With respect to any action or claim subject to indemnification herein by Tenant,
14 Tenant shall, at their sole cost, have the right to use counsel of their own choice and
15 shall have the right to adjust, settle, or compromise any such action or claim without
16 the prior consent of District; provided, however, that any such adjustment, settlement
17 or compromise in no manner whatsoever limits or circumscribes Tenant’s
18 indemnification to District as set forth herein.

19 Tenant’s obligation hereunder shall be satisfied when Tenant has provided to
20 District the appropriate form of dismissal relieving District from any liability for the
21 action or claim involved.

22 The specified insurance limits required in this Agreement shall in no way limit or
23 circumscribe Tenant’s obligations to indemnify and hold harmless the District herein
24 from third party claims.

25 In the event there is conflict between this clause and California Civil Code
26 Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782.
27 Such interpretation shall not relieve the Tenant from indemnifying the District to the
28 fullest extent allowed by law.

1 Survival of Indemnification. The paragraphs of this Section shall survive the
2 expiration or earlier termination of this Lease until all claims against District Parties
3 involving any of the indemnified matters are fully, finally, and absolutely barred by the
4 applicable statutes of limitations.

5 **22. Toxic Materials.** During the term of the Lease and any extensions thereof,
6 Tenant shall not violate any federal, state or local law, ordinance or regulation, relating
7 to industrial hygiene or to the environmental condition on, under or about the leased
8 premises, including, but not limited to, soil and groundwater conditions. Further,
9 Tenant, its successors, assigns and sublessees, shall not use, generate, manufacture,
10 produce, store or dispose of on, under or about the leased premises or transport to or
11 from the leased premises any flammable explosives, asbestos, radioactive materials,
12 hazardous wastes, toxic substances or related injurious materials, whether injurious by
13 themselves or in combination with other materials (collectively, "hazardous
14 substances," "hazardous materials" or "toxic substances") in the Comprehensive
15 Environmental Response, Compensation and Liability Act of 1980, as amended, 42
16 U.S.C. section 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C.
17 section 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. section
18 6901, et seq; and those substances defined as "Hazardous Wastes" in section 25117
19 of the California Health and Safety Code or as "Hazardous Substances" in section
20 25316 of the California Health and Safety Code; and in the regulations adopted in
21 publications promulgated pursuant to said laws.

22 **23. Free From Liens.** Tenant shall pay, when due, all sums of money that may
23 become due for any labor, services, material, supplies, or equipment, alleged to have
24 been furnished or to be furnished to Tenant, in, upon, or about the leased premises,
25 and which may be secured by a mechanics', materialman's or other lien against the
26 leased premises or District's interest therein, and will cause each such lien to be fully
27 discharged and released at the time the performance of any obligation secured by such
28 lien matures or becomes due; provided, however, that if Tenant desires to contest any

1 such lien, it may do so, but notwithstanding any such contest, if such lien shall be
2 reduced to final enforcement thereof is not promptly stayed, or if so stayed, and said
3 stay thereafter expires, then and in such event, Tenant shall forthwith pay and
4 discharge said judgment.

5 **24. Employees and Agents of Tenant.** It is understood and agreed that all
6 persons hired or engaged by Tenant shall be considered to be employees or agents
7 only of Tenant and not of District.

8 **25. Binding of Successors.** Tenant, its assigns and successors in interest,
9 shall be bound by all the terms and conditions contained in this Lease, and all the
10 parties thereto shall be jointly and severally liable hereunder.

11 **26. Waiver of Performance.** No waiver by District at any time of any of the
12 terms and conditions of this Lease shall be deemed or construed as a waiver at any
13 time thereafter of the same or of any other terms or conditions contained herein or of
14 the strict and timely performance of such terms and conditions.

15 **27. Severability.** The invalidity of any provision in this Lease as determined by
16 a court of competent jurisdiction shall in no way affect the validity of any other provision
17 hereof.

18 **28. Governing Law; Venue.** This Agreement shall be governed by and
19 construed in accordance with the laws of the State of California. The District and
20 Tenant agree that this Agreement has been entered into at Riverside, California, and
21 that any legal action related to the interpretation or performance of the Agreement shall
22 be filed in the Superior Court for the State of California in Riverside, and the parties
23 hereby waive all provisions of law providing for a change of venue in such proceedings
24 to any other county.

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1 **29. Notices.** Any notice shall be addressed to the respective parties as set
2 forth below:

3
4 County on behalf of District:
5 Real Estate Division
6 Facilities Management
7 3450 14th Street, Suite 200
8 Riverside, California 92501
9 (951) 955-4820

Tenant:
Richard and Kristin Reynolds
1487 Sauvignon Court
Livermore, CA 94559
(925) 325-9777 or (925) 325-6660

10 or to such other addresses as from time to time shall be designated by the respective
11 parties.

12 **30. Amendments.** This Lease shall not be modified unless mutually agreed
13 upon in writing by the District and the Tenant and shall be incorporated in executed
14 amendments to this Lease.

15 **31. No Third Party Beneficiaries.** This Lease is made and entered into for
16 the sole protection and benefit of the parties hereto. No other person or entity shall
17 have any right of action based upon the provisions of this Lease.

18 **32. Permits, Licenses and Taxes.** Tenant shall secure and maintain, at its
19 expense, all necessary permits and licenses as it may be required to obtain and/or
20 hold, and Tenant shall pay for all fees and taxes levied or required by any authorized
21 public entity.

22 **33. District 's Representative.** District hereby appoints the Parks
23 Director/General Manager or designee as its authorized representatives to administer
24 this Lease.

25 **34. Agent for Service of Process.** It is expressly understood and agreed that
26 in the event Tenant is not a resident of the State of California or it is an association or
27 partnership without a member or partner resident of the State of California, or it is a
28 foreign corporation, then in any such event, Tenant shall file with the Parks
Director/General Manager of the Regional Park and Open-Space District, upon its

1 execution hereof, a designation of a natural person residing in the State of California,
2 giving his or her name, residence and business addresses, as its agent for the purpose
3 of services of process in any court action arising out of or based upon this Lease, and
4 the delivery to such agent of a copy of any process in any such action shall constitute
5 valid service upon Tenant. It is further expressly understood and agreed that if for any
6 reason service of such process upon such agent is not feasible, then, in such event,
7 Tenant may be personally served with such process out of the State and that such
8 service shall constitute valid service upon Tenant. It is further expressly understood
9 and agreed that Tenant is amenable to the process so served, submits to the
10 jurisdiction of the court so obtained and waives any and all objections and protests
11 thereto.

12 **35. Entire Lease.** This Lease is intended by the parties hereto as a final
13 expression of their understanding with respect to the subject matter hereof and as a
14 complete and exclusive statement of the terms and conditions thereof and supersedes
15 any and all prior and contemporaneous leases, agreements and understandings, oral
16 or written, in connection therewith. The Lease may be changed or modified only upon
17 the written consent of the parties hereto.

18 **36. Authority to Execute.** The persons executing this Lease on behalf of the
19 parties to this Lease hereby warrant and represent that they have the authority to
20 execute this Lease and warrant and represent that they have the authority to bind the
21 respective parties to this Lease and to the performance of its obligations hereunder.

22 **37. Approval.** Anything to the contrary notwithstanding, this Lease shall not be
23 binding or effective until its approval and execution by the Chair of the Riverside
24 County Board of Directors.

25 **38. Language for Use of Electronic (Digital) Signatures.** This
26 Agreement may be executed in any number of counterparts, each of which will be an
27 original, but all of which together will constitute one instrument. Each party of this
28 Agreement agrees to the use of electronic signatures, such as digital signatures that

1 meet the requirements of the California Uniform Electronic Transactions Act
2 (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The
3 parties further agree that the electronic signatures of the parties included in this
4 Agreement are intended to authenticate this writing and to have the same force and
5 effect as manual signatures. Electronic signature means an electronic sound, symbol,
6 or process attached to or logically associated with an electronic record and executed or
7 adopted by a person with the intent to sign the electronic record pursuant to the
8 CUETA as amended from time to time. The CUETA authorizes use of an electronic
9 signature for transactions and contracts among parties in California, including a
10 government agency. Digital signature means an electronic identifier, created by
11 computer, intended by the party using it to have the same force and effect as the use
12 of a manual signature, and shall be reasonably relied upon by the parties. For
13 purposes of this section, a digital signature is a type of "electronic signature" as defined
14 in subdivision (i) of Section 1633.2 of the Civil Code.

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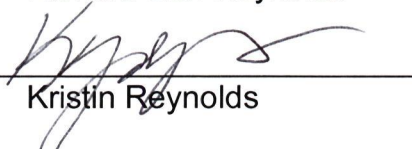
1 IN WITNESS WHEREOF, DISTRICT and TENANT have executed this Lease on
2 this day 22 of August, 2025.

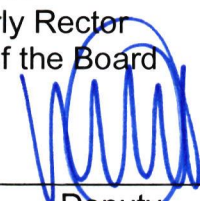
3
4 DISTRICT:
5 Riverside County Regional Park
6 And Open-Space District

TENANT:
Richard Earl Reynolds and Kristin
Reynolds, husband and wife as
community property

7
8 By: 
9 Jose Medina, Chair
Board of Directors

By: 
Richard Earl Reynolds

By: 
Kristin Reynolds

11
12 ATTEST:
13 Kimberly Rector
14 Clerk of the Board
15 By: 
Deputy

**SEE NOTARY
ATTACHMENT**
Initials: SA Date: 8/22/2025

16 APPROVED AS TO FORM:
17 Minh C. Tran
18 County Counsel

19
20 By: 
21 Ryan Yabko
22 Deputy County Counsel

23
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SEP 22 2025

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 September 22, 2025, before me, Whitney Mayo, a COB Assistant, personally appeared Jose Medina, Chair of the Board of Directors, 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: 
Whitney Mayo, Deputy Clerk

(SEAL)

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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 Alameda)

On August 22, 2025 before me, **Shushan Agadjanian, Notary Public**,
(here insert name and title of the officer)

personally appeared Richard Earl Reynolds and
Kristin Elizabeth Reynolds

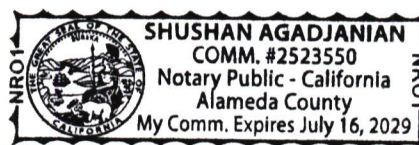
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Shushan Agadjanian



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Lease Agreement

containing 16 pages, and dated 8/22/2025

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer(s) Signer(s) Thumbprint(s)

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

NO FEE PER GC§ 6103 & 27383

COPY

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

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

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

III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018 Parks Bond Act, 2018 Parks Bond Act Per Capita Program for Acquisition of approximately 4.01 acres for the development of historic Trujillo Adobe Site Expansion Project on the Property; and

IV. WHEREAS, DPR's Office of Grants and Local Services approved Grant 18-33-059, (hereinafter referred to as "Grant") for Acquisition of approximately 4.01 acres for the development of historic Trujillo Adobe Site Expansion Project on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the 2018 Parks Bond Act, 2018 Parks Bond Act

Per Capita 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, attached hereto and incorporated herein) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

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

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

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


4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and

all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

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

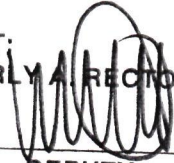
Dated: September 22, 2025

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

Signed: 
JOSE MEDINA, Chair of the Board
of Directors
PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

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

FORM APPROVED COUNTY COUNSEL
BY 
RYAN D YABKO
DATE 9/22/25

ATTEST:
KIMBERLY A. RECTOR, Clerk
By 
DEPUTY

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: 09/22/2025

Signature: _____

Print Name: Whitney Mayo, Clerk of the Board Assistant

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 _____

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Exhibit A

**EXHIBIT A
LEGAL DESCRIPTION**

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

THAT PORTION OF LOT 1 OF ADDITION TO BANDINI DONATION, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 1, PAGE 3 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN RIVERSIDE COUNTY AND LYING WESTERLY OF

THE WESTERLY LINE OF NORTH ORANGE STREET AS CONVEYED TO THE COUNTY OF RIVERSIDE, BY DEED EXECUTED BY JAMES ACQUIST, RECORDED NOVEMBER 13, 1935 IN BOOK 256, PAGE 580 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WHICH IS INCLUDED WITHIN THE FOLLOWING DESCRIPTION:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 46 OF BANDINI DONATION, AS SHOWN BY MAP ON FILE IN BOOK 3, PAGE 24 OF MAPS. RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

THENCE NORTH 67°52'W WEST ON THE SOUTHERLY LINE OF SAID LOT 46, 196.60 FEET TO THE EASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND CONVEYED TO ANTONIO G. TRUJILLO BY DEED RECORDED APRIL 14, 1913 IN BOOK 375, PAGE 33 OF DEEDS. RECORDS OF SAID RIVERSIDE COUNTY;

THENCE NORTHERLY ON THE EAST LINE OF SAID LAND CONVEYED TO ANTONIO G. TRUJILLO, 265.00 FEET, MORE OR LESS, TO A POINT ON A LINE BETWEEN STATIONS 10 AND 11 OF A SURVEY OF A PORTION OF SAID LOT 46, BANDINI DONATION, MADE BY GEORGE M. PEARSON, IN 1910, AS SHOWN BY PLAT RECORDED IN BOOK 17, PAGE 67 OF RECORDS OF SAID SAN BERNARDINO COUNTY, AT A POINT 135.00 FEET FORM STATION 10 OF SAID SURVEY;

THENCE NORTH 86°25'00" WEST, 135.00 FEET TO SAID STATION 10 BEING ON THE EASTERLY LINE OF LOT 49 OF SAID BANDINI DONATION;

THENCE NORTH 11°29'00" EAST, 176.35 FEET ALONG SAID EASTERLY LINE TO THE NORTHEAST CORNER OF SAID LOT 49, BEING STATION 9 OF SAID SURVEY IN MARCH 1910;

THENCE SOUTHEASTERLY ON THE EXTENSION OF THE NORTHERLY LINE OF SAID LOT 49 TO THE EASTERLY LINE OF SAID LOT 46;

THENCE SOUTHERLY ON THE EASTERLY LINE OF SAID LOT 46 TO THE SOUTHEAST CORNER OF SAID LOT 46 AND THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION DESCRIBED AS FOLLOWS:

THAT PORTION OF SAID LOT 17 AND LOT 17 1/2 WHICH LIES NORTHERLY OF A STRIP OF LAND, 88.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 5 AS SHOWN BY THE SUBDIVISION OF LOT 19 OF THE ADDITION TO THE BANDINI DONATION ON FILE IN MAP BOOK 1, PAGE 20 THEREOF, RECORDS OF RIVERSIDE COUNTY, AND ON FILE IN MAP BOOK 17, PAGE 53 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, AND BEING THE POINT OF INTERSECTION OF THE NORTH LINE OF PLACENTIA LANE WITH THE LINE BETWEEN RIVERSIDE AND SAN BERNARDINO COUNTY;

THENCE NORTH $89^{\circ}57'40''$ EAST, ALONG SAID COUNTY LINE 2063.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1200.00 FEET;

THENCE EASTERLY, TO THE RIGHT ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $23^{\circ}11'29''$, A DISTANCE OF 485.72 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH $66^{\circ}50'51''$, EAST, 398.12 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING RADIUS OF 1200.00 FEET;

THENCE EASTERLY, TO THE LEFT, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $3^{\circ}54'59''$ A DISTANCE OF 82.02 FEET TO A POINT IN THE CENTERLINE OF ORANGE STREET AS SHOWN BY A MAP ON FILE IN RECORD OF SURVEY BOOK 5, PAGE 70 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, AND BY A MAP ON FILE IN RECORD OF SURVEY BOOK 14, PAGE 58 THEREOF, RECORDS OF RIVERSIDE COUNTY,

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

THAT PORTION OF SAID LOT 17 AND LOT 17 1/2 A DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 46 OF THE SUBDIVISION OF THE BANDINI DONATION, AS SHOWN BY MAP ON FILE IN BOOK 3, PAGE 24 OF MAPS. RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

THENCE NORTH 66°18'09" WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 46, 72.47 FEET, TO A POINT ON THE WEST LINE OF ORANGE STREET AS SHOWN BY MAP ON FILE IN BOOK 14, PAGE 58 OF RECORDS OF SURVEY. RECORDS OF RIVERSIDE COUNTY;

THENCE NORTH 8°32'46" EAST ALONG SAID WEST LINE OF ORANGE STREET 8.34 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1156.00 FEET; A RADIAL LINE TO SAID POINT BEARS SOUTH 21°09'19" WEST, SAID CURVE BEING THE NORTHERLY LINE OF SAID 88.00 FOOT WIDE STRIP OF LAND DESCRIBED ABOVE AND THE TRUE POINT OF BEGINNING;

THENCE WESTERLY, TO THE RIGHT, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°49'30" A DISTANCE OF 36.82 FEET;

THENCE ON A NON-TANGENT LINE, NORTH 59°33'41" EAST 36.94 FEET;

THENCE SOUTH 81°27'14" EAST, 7.08 FEET TO A POINT IN SAID WEST LINE OF ORANGE STREET;

THENCE SOUTH 8°32'46" WEST, ALONG SAID WEST LINE 3138 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO LLA-043-023 OF CERTIFICATE OF COMPLIANCE

RECORDED JULY 25, 2003 AS INSTRUMENT NO. 03-556949 OF OFFICIAL RECORDS.

Riverside County APN's: 246-082-001 and 246-082-015

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE County of Riverside

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

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

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

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

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

Riverside County Regional Park and Open Space District

Grantee

By _____
(Signature of Authorized Representative)

Title General Manager

Date May 5, 2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:
Jana Clarke
96CAD152004346D...
By _____
Date 5/6/2022

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C9801093	AMENDMENT NO	FISCAL SUPPLIER I.D. 000008354			PROJECT NO. 18-33-056, 18-33-057 18-33-058, 18-33-059 18-33-060
AMOUNT ENCUMBERED BY THIS DOCUMENT \$3,945,380.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2021/22	
TOTAL AMOUNT ENCUMBERED TO DATE \$ \$3,945,380.00	Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69806	PROJECT / WORK PHASE	

I. RECITALS

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

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$3,945,380, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as “PER CAPITA GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

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

II. GENERAL PROVISIONS

A. Definitions

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

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

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

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

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

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

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

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

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

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

F. Budget Contingency Clause

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

G. Hold Harmless

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

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

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

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

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

J. Nondiscrimination

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

K. Severability

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

L. Liability

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

M. Assignability

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

N. Use of Grant Monies

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

O. Section Headings

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

P. Waiver

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

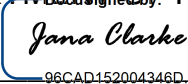
County of Riverside
GRANTEE

By: _____
Signature of Authorized Representative

Title: General Manager/Parks Director

Date: May 5, 2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By:  _____
DocuSigned by: 96CAD152004346D...

Date: 5/6/2022

Exhibit A

**EXHIBIT A
LEGAL DESCRIPTION**

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

THAT PORTION OF LOT 1 OF ADDITION TO BANDINI DONATION, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 1, PAGE 3 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN RIVERSIDE COUNTY AND LYING WESTERLY OF

THE WESTERLY LINE OF NORTH ORANGE STREET AS CONVEYED TO THE COUNTY OF RIVERSIDE, BY DEED EXECUTED BY JAMES ACQUIST, RECORDED NOVEMBER 13, 1935 IN BOOK 256, PAGE 580 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WHICH IS INCLUDED WITHIN THE FOLLOWING DESCRIPTION:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 46 OF BANDINI DONATION, AS SHOWN BY MAP ON FILE IN BOOK 3, PAGE 24 OF MAPS. RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

THENCE NORTH 67°52'W WEST ON THE SOUTHERLY LINE OF SAID LOT 46, 196.60 FEET TO THE EASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND CONVEYED TO ANTONIO G. TRUJILLO BY DEED RECORDED APRIL 14, 1913 IN BOOK 375, PAGE 33 OF DEEDS. RECORDS OF SAID RIVERSIDE COUNTY;

THENCE NORTHERLY ON THE EAST LINE OF SAID LAND CONVEYED TO ANTONIO G. TRUJILLO, 265.00 FEET, MORE OR LESS, TO A POINT ON A LINE BETWEEN STATIONS 10 AND 11 OF A SURVEY OF A PORTION OF SAID LOT 46, BANDINI DONATION, MADE BY GEORGE M. PEARSON, IN 1910, AS SHOWN BY PLAT RECORDED IN BOOK 17, PAGE 67 OF RECORDS OF SAID SAN BERNARDINO COUNTY, AT A POINT 135.00 FEET FORM STATION 10 OF SAID SURVEY;

THENCE NORTH 86°25'00" WEST, 135.00 FEET TO SAID STATION 10 BEING ON THE EASTERLY LINE OF LOT 49 OF SAID BANDINI DONATION;

THENCE NORTH 11°29'00" EAST, 176.35 FEET ALONG SAID EASTERLY LINE TO THE NORTHEAST CORNER OF SAID LOT 49, BEING STATION 9 OF SAID SURVEY IN MARCH 1910;

THENCE SOUTHEASTERLY ON THE EXTENSION OF THE NORTHERLY LINE OF SAID LOT 49 TO THE EASTERLY LINE OF SAID LOT 46;

THENCE SOUTHERLY ON THE EASTERLY LINE OF SAID LOT 46 TO THE SOUTHEAST CORNER OF SAID LOT 46 AND THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION DESCRIBED AS FOLLOWS:

THAT PORTION OF SAID LOT 17 AND LOT 17 1/2 WHICH LIES NORTHERLY OF A STRIP OF LAND, 88.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 5 AS SHOWN BY THE SUBDIVISION OF LOT 19 OF THE ADDITION TO THE BANDINI DONATION ON FILE IN MAP BOOK 1, PAGE 20 THEREOF, RECORDS OF RIVERSIDE COUNTY, AND ON FILE IN MAP BOOK 17, PAGE 53 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, AND BEING THE POINT OF INTERSECTION OF THE NORTH LINE OF PLACENTIA LANE WITH THE LINE BETWEEN RIVERSIDE AND SAN BERNARDINO COUNTY;

THENCE NORTH $89^{\circ}57'40''$ EAST, ALONG SAID COUNTY LINE 2063.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1200.00 FEET;

THENCE EASTERLY, TO THE RIGHT ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $23^{\circ}11'29''$, A DISTANCE OF 485.72 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH $66^{\circ}50'51''$, EAST, 398.12 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING RADIUS OF 1200.00 FEET;

THENCE EASTERLY, TO THE LEFT, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $3^{\circ}54'59''$ A DISTANCE OF 82.02 FEET TO A POINT IN THE CENTERLINE OF ORANGE STREET AS SHOWN BY A MAP ON FILE IN RECORD OF SURVEY BOOK 5, PAGE 70 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, AND BY A MAP ON FILE IN RECORD OF SURVEY BOOK 14, PAGE 58 THEREOF, RECORDS OF RIVERSIDE COUNTY,

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

THAT PORTION OF SAID LOT 17 AND LOT 17 1/2 A DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 46 OF THE SUBDIVISION OF THE BANDINI DONATION, AS SHOWN BY MAP ON FILE IN BOOK 3, PAGE 24 OF MAPS. RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA;

THENCE NORTH 66°18'09" WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 46, 72.47 FEET, TO A POINT ON THE WEST LINE OF ORANGE STREET AS SHOWN BY MAP ON FILE IN BOOK 14, PAGE 58 OF RECORDS OF SURVEY. RECORDS OF RIVERSIDE COUNTY;

THENCE NORTH 8°32'46" EAST ALONG SAID WEST LINE OF ORANGE STREET 8.34 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1156.00 FEET; A RADIAL LINE TO SAID POINT BEARS SOUTH 21°09'19" WEST, SAID CURVE BEING THE NORTHERLY LINE OF SAID 88.00 FOOT WIDE STRIP OF LAND DESCRIBED ABOVE AND THE TRUE POINT OF BEGINNING;

THENCE WESTERLY, TO THE RIGHT, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°49'30" A DISTANCE OF 36.82 FEET;

THENCE ON A NON-TANGENT LINE, NORTH 59°33'41" EAST 36.94 FEET;

THENCE SOUTH 81°27'14" EAST, 7.08 FEET TO A POINT IN SAID WEST LINE OF ORANGE STREET;

THENCE SOUTH 8°32'46" WEST, ALONG SAID WEST LINE 3138 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO LLA-043-023 OF CERTIFICATE OF COMPLIANCE

RECORDED JULY 25, 2003 AS INSTRUMENT NO. 03-556949 OF OFFICIAL RECORDS.

Riverside County APN's: 246-082-001 and 246-082-015

Aerial Image

246-082-001 and 246-082-015



Legend

- County Boundary
- City Boundaries
- Parcel APNs
- Parcels, Public
- Blueline Streams
- City Areas



IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

Notes

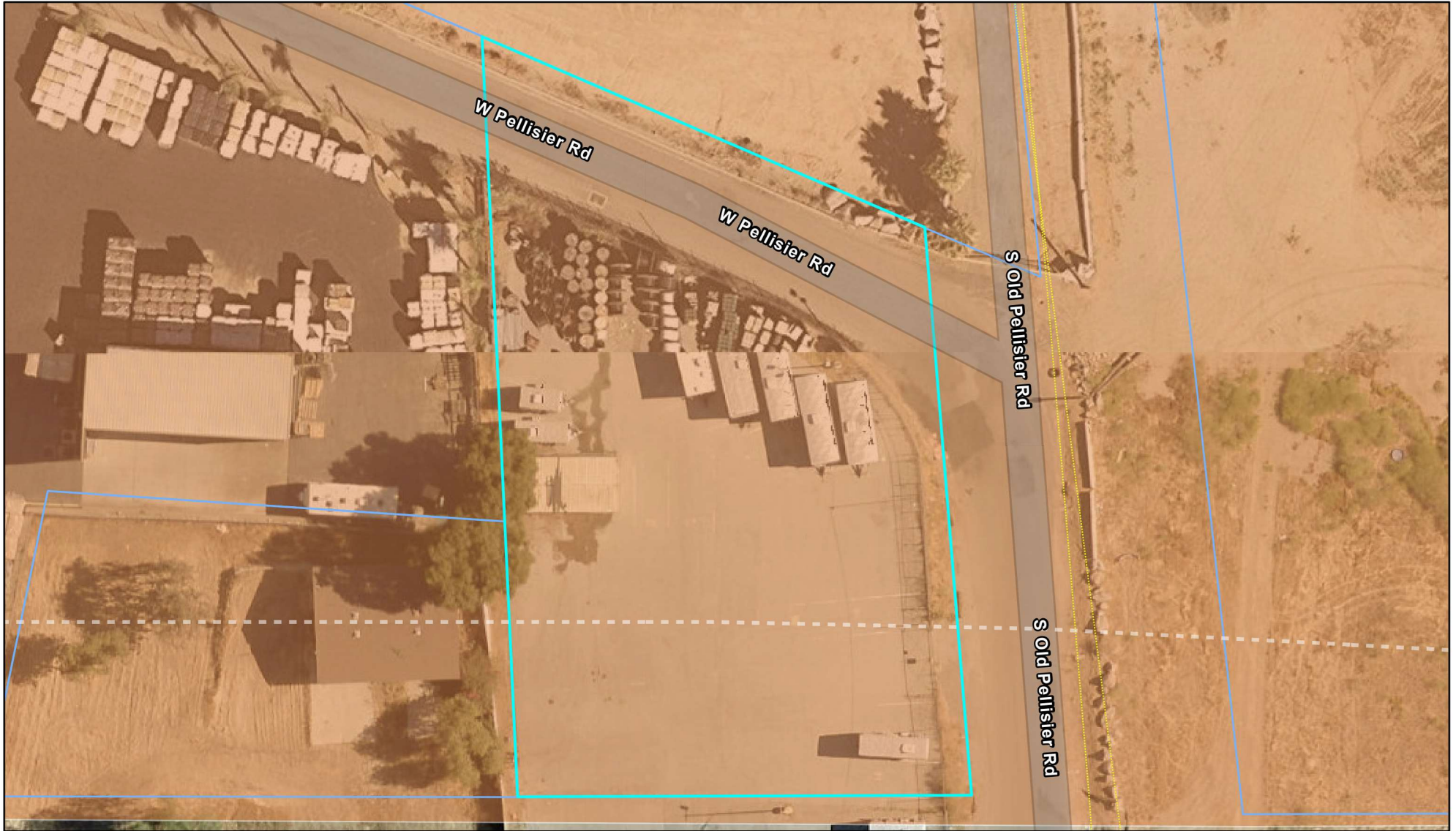
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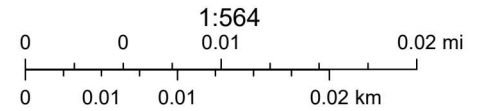
Aerial Image

APN 0277-022-81



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-  Assessor Page Index
-  City Limits
-  Parcels
-  Townships



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, City of Riverside, County of San Bernardino, Maxar