

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: Karen Sims

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

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

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

III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018 Parks Bond Act, Statewide Park Development and Community Revitalization Program to improve El Toyon Park in National City including, construct an event area, pickleball courts with fencing, community garden, Class I bikeway, walking paths, shade structures, scoreboard, public art, sports warm up area, gateway entry, security cameras, lighting, landscaping and signage throughout the park. Renovate tennis courts with fencing, artificial turf sports field, basketball courts, dog park, playgrounds, adult fitness area, picnic lawn, path, bleachers, parking lots, and restrooms on the Property; and

IV. WHEREAS, on July 1, 2020, DPR's Office of Grants and Local Services conditionally approved Grant SW-37-013, (hereinafter referred to as "Grant") to improve El Toyon Park in National City including, construct an event area, pickleball courts with fencing, community garden, Class I

bikeway, walking paths, shade structures, scoreboard, public art, sports warm up area, gateway entry, security cameras, lighting, landscaping and signage throughout the park. Renovate tennis courts with fencing, artificial turf sports field, basketball courts, dog park, playgrounds, adult fitness area, picnic lawn, path, bleachers, parking lots, and restrooms on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

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

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

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

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2020 through June 30, 2050.

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

the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

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

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

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

Dated: _____, 20 ____

Owner(s) Name(s): CITY OF NATIONAL CITY

Signed: _____

BRAD RAULSTON, CITY MANAGER
PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

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"
EL TOYON PARK
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF NATIONAL CITY, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

80 ACRE LOT 1 IN QUARTER SECTION 130 OF THE RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 166 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

EXCEPT THEREFROM THAT PORTION DESCRIBED IN THE DEED RECORDED IN BOOK 3795, PAGE 292 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THE SOUTHERLY 152.0 FEET OF THE WESTERLY 152.0 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF QUARTER SECTION 130, RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS PER MAP THEROF NO. 166 BY MORRILL, FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID QUARTER SECTION 130; THENCE NORTH 18° 45' WEST ALONG THE WEST LINE OF SAID QUARTER 130 AS SHOWN ON MAP NO. 1404 OF PARADENA PARK FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, 653.05 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHWEST QUARTER; THENCE NORTH 71° 08' 54" EAST ALONG SAID SOUTH LINE 664.94 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE TRUE POINT OF BEGINNING; THENCE NORTH 18° 43' WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF NORTHWEST QUARTER 152 FEET, THENCE NORTH 71° 08' 54" EAST PARALLEL WITH THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER OF NORTHWEST QUARTER 152 FEET; THENCE SOUTH 18° 43' EAST PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER OF NORTHWEST QUARTER 152 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF NORTHWEST QUARTER; THENCE SOUTH 71° 08' 54" WEST ALONG SAID SOUTH LINE 152 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION LYING NORTHERLY OF THE SOUTHERLY LINE OF LAND DESCRIBED IN THE DEED RECORDED IN BOOK 4313, PAGE 473 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF 80 ACRE LOT 1 IN QUARTER SECTION 130 OF RANCHO DE LA NACION, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 166 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID 80 ACRE LOT 1; THENCE NORTH 18° 45' WEST ALONG THE WEST LINE THEREOF AS SHOWN ON MAP NO. 1404 OF PARADENA PARK FILED IN THE OFFICE OF THE RECORDER OF SAID SAN DIEGO COUNTY, 653.05 FEET; THENCE NORTH 71° 08' 54" EAST, 664.94 FEET TO THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND CONVEYED TO THE CALIFORNIA WATER & TELEPHONE COMPANY BY DEED DATED SEPTEMBER 19, 1950 AND RECORDED IN BOOK 3795, PAGE 292 OF OFFICIAL RECORDS; THENCE CONTINUING NORTH 71° 08' 54" EAST ALONG THE SOUTHERLY LINE OF

EXHIBIT "A"
EL TOYON PARK
LEGAL DESCRIPTION

SAID LAND, 152.00 FEET TO THE SOUTHEASTERLY CORNER THEREOF AND THE TRUE POINT OF BEGINNING; THENCE NORTH 18° 43' WEST ALONG THE EASTERLY LINE OF SAID LAND, 152.00 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE SOUTH 71° 08' 54" WEST ALONG THE NORTHERLY LINE OF SAID LAND, 151.31 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1470 FEET, THE CENTER OF WHICH BEARS NORTH 73° 13' 22" EAST FROM SAID POINT; THENCE NORTHERLY ALONG SAID CURVE, A DISTANCE OF 424.74 FEET; THENCE NORTH 0° 13' 20" WEST, 45.24 FEET TO THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF A PARCEL OF LAND CONVEYED TO THE NATIONAL SCHOOL DISTRICT OF SAN DIEGO COUNTY BY DEED DATED FEBRUARY 28, 1951 AND RECORDED IN BOOK 4017, PAGE 161 OF OFFICIAL RECORDS; THENCE NORTH 71° 16' 10" EAST ALONG SAID WESTERLY PROLONGATION, SAID NORTHERLY LINE AND THE EASTERLY PROLONGATION THEREOF, A DISTANCE OF 880.96 FEET; THENCE SOUTH 9° 19' 01" EAST, 628.46 FEET; THENCE SOUTH 71° 16' 10" WEST, 716.44 FEET TO THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID CALIFORNIA WATER & TELEPHONE COMPANY'S LAND; THENCE NORTH 18° 43' WEST ALONG SAID SOUTHERLY PROLONGATION, 8.89 FEET TO THE TRUE POINT OF BEGINNING. EXCEPTING THEREFROM THE SOUTHERLY 580 FEET OF THE EASTERLY 330 FEET OF THE WESTERLY HALF OF SAID 80 ACRE LOT 1 AS CONVEYED TO THE NATIONAL SCHOOL DISTRICT OF SAN DIEGO COUNTY BY DEED DATED FEBRUARY 28, 1951 AND RECORDED IN BOOK 4017, PAGE 161 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION LYING EASTERLY OF THE WESTERLY LINE OF NATIONAL AWARD HOMES UNIT NO. 2, ACCORDING TO MAP THEREOF NO. 4370, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY OCTOBER 20, 1959.

ALSO EXCEPT THEREFROM THAT PORTION DESCRIBED IN THE DEED RECORDED DECEMBER 20, 1975 AS INSTRUMENT NO. 75-363855 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THAT PART OF THAT PORTION OF THE WESTERLY ONE-HALF OF 80 ACRE LOT 1 IN QUARTER SECTION 130, RANCHO DE LA NACION, ACCORDING TO MAP NO. 166, FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY, AS SAID PORTION WAS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED FEBRUARY 13, 1962, FILE NO. 24766, OFFICIAL RECORDS OF SAID COUNTY; SAID PART HEREBY CONVEYED LYING NORTHEASTERLY OF THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE FREEWAY 11-SD-805 – 10.9; SAID RIGHT OF WAY LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS N.43°38'58"E., 171.23 FEET FROM ENGINEER'S STATION 611+89.89 ON THE "A" LINE OF SAID STATE FREEWAY; THENCE (1) N.35°57'01"W., 299.11 FEET; (2) N.24°55'47"W., 140.48 FEET; (3) N.34°57'23"W., 206.80 FEET; (4) N.50°04'11"W., 70.99 FEET TO A POINT WHICH BEARS N.50°17'41"E., 296.03 FEET FROM ENGINEER'S STATION 619+35.75 ON SAID "A" LINE.

EXCEPTING THEREFROM THAT PORTION OF DIVISION STREET RELINQUISHED TO THE CITY OF NATIONAL CITY BY RELINQUISHMENT RECORDED SEPTEMBER 2, 1975 AS FILE NO. 75-235593 OF OFFICIAL RECORDS OF SAID SAN DIEGO COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION LYING WESTERLY OF THE WESTERLY LINE OF LAND DESCRIBED IN THE DEED RECORDED DECEMBER 19, 1977 AS INSTRUMENT NO. 77-522800 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

EXHIBIT "A"
EL TOYON PARK
LEGAL DESCRIPTION

THAT PORTION OF LOT 1 IN QUARTER SECTION 130 OF RANCHO DE LA NACION ACCORDING TO MAP NO. 166 FILED MAY 11, 1869, IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, SAID PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF 80 ACRE LOT 2 IN SAID QUARTER SECTION 130; THENCE ALONG THE NORTH LINE OF SAID WEST HALF OF 80 ACRE LOT 2 S71°58'51"W., 297.39 FEET TO THE SOUTHEAST CORNER OF THAT PORTION OF 80 ACRE LOT 1 DESCRIBED IN PARCEL 2 IN DEED TO THE STATE OF CALIFORNIA RECORDED FEBRUARY 2, 1970 IN FILE/PAGE 18277 OF OFFICIAL RECORDS; THENCE (1) ALONG THE SOUTH LINE OF SAID 80 ACRE LOT 1 S71°58'51"W., 6.01 FEET; (2) LEAVING SAID SOUTH LINE N51°59'10"W., 48.23 FEET TO THE TRUE POINT OF BEGINNING; THENCE (3) N50°36'53"W., 268.57 FEET; (4) FROM A TANGENT WHICH BEARS N31°52'40"W., ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 320.00 FEET, THROUGH AN ANGLE OF 14°42'40", A DISTANCE OF 82.16 FEET; (5) TANGENT TO SAID CURVE N46°35'20"W., 142.66 FEET; (6) N47°15'00"W., 130.01 FEET; (7) N45°44'22"W., 53.04 FEET; (8) FROM A TANGENT WHICH BEARS N44°43'37"W., ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET, THROUGH AN ANGLE OF 07°11'08", A DISTANCE OF 43.89 FEET; (9) TANGENT TO LAST SAID CURVE N37°32'29"W., 32.04 FEET; (10) N34°33'11"W., 41.01 FEET; (11) N35°57'01"W., 179.91 FEET; (12) ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET, THROUGH AN ANGLE OF 11°01'14", A DISTANCE OF 57.70 FEET; (13) N24°55'47"W., 92.90 FEET; (14) ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 240.00 FEET, THROUGH AN ANGLE OF 10°18'19", A DISTANCE OF 43.17 FEET; (15) N35°14'06"W, 79.79 FEET; (16) ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET, THROUGH AN ANGLE OF 25°18'06", A DISTANCE OF 79.49 FEET; (17) N60°32'12"W., 13.16 FEET; (18) N17°46'16"W., 20.00 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 30.00 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID LOT 1; (19) ALONG SAID PARALLEL LINE S72°13'44"W., 30.47 FEET; (20) LEAVING SAID PARALLEL LINE S34°57'23"E., 206.80 FEET; (21) S24°55'47"E., 140.48 FEET; (22) S35°57'01"E., 299.11 FEET; (23) S46°35'20"E., 424.90 FEET; (24) S48°46'48"E., 14.71 FEET TO THE MOST NORTHERLY CORNER OF ABOVE SAID PARCEL 2 IN DEED TO THE STATE OF CALIFORNIA; (25) ALONG THE EASTERLY BOUNDARY OF LAST SAID PARCEL 2, S48°46'48"E., 263.63 FEET; (26) S71°58'51"W., 15.13 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

LOTS 251 THROUGH 321, INCLUSIVE AND LOTS 337 THROUGH 347, INCLUSIVE OF NATIONAL AWARD HOMES UNIT NO. 2, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 4370 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY OCTOBER 20, 1959.

SAID LOT 251 BEING SHOWN ON SAID MAP AS LOT 25, LYING EASTERLY OF LOT 252 AS SHOWN ON SAID MAP.

TOGETHER WITH THOSE PORTIONS OF SECOND STREET AND THIRD STREET AS VACATED AND CLOSED TO PUBLIC USE AS DESCRIBED IN THE ORDER OF VACATION RECORDED AUGUST 24, 1964 AS INSTRUMENT NO. 153056 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

EXHIBIT "A"
EL TOYON PARK
LEGAL DESCRIPTION

THOSE PORTIONS OF STREETS IN NATIONAL AWARD HOMES UNIT NO. 2, MAP NO. 4370, RECORDED OCTOBER 20, 1959, COUNTY RECORDER'S OFFICE OF SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

ALL OF SECOND STREET LYING EASTERLY OF THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF THE WESTERLY 30.62 FEET OF LOT 272 OF SAID MAP 4370.

ALL OF THIRD STREET LYING EASTERLY OF THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF THE WESTERLY 35.29 FEET OF LOT 314 OF SAID MAP 4370.



10/28/22

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

GRANTEE City of National City

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

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

PROJECT TITLE EL TOYON PARK PROJECT NUMBER SW-37-013

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

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

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

Total State Grant not to exceed \$5,632,571.00


City of National City

 Grantee

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

By Brad Raulston

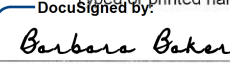
 Typed or printed name of Authorized Representative



 Signature of Authorized Representative

By Barbara Baker

 Typed or printed name of Authorized Representative



 Signature of Authorized Representative

Address 1243 National City Blvd, National City, CA 91950

Title City Manager

Title Supervisor

Date 3/7/22

Date 3/9/2022

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C9803043	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000007389			PROJECT NO. SW-37-013
AMOUNT ENCUMBERED BY THIS DOCUMENT \$5,632,571.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 6	STATUTE 20	FISCAL YEAR 2021/22
TOTAL AMOUNT ENCUMBERED TO DATE \$5,632,571.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69807	PROJECT / WORK PHASE 3790000SW37013

I. RECITALS

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

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$5,632,571, subject to the terms and conditions of this CONTRACT and the 2020/21 California State Budget, Chapter 6, statutes of 2020, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2020 to June 30, 2025.

II. GENERAL PROVISIONS

A. Definitions

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

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

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

B. Project Execution

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

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

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

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

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

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

C. Project Guide

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

D. Project Administration

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

E. Project Termination

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

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

F. Budget Contingency Clause

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

G. Hold Harmless

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

H. Financial Records

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

I. Use of Facilities

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

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

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

J. Nondiscrimination

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

K. Severability

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

L. Liability

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

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

M. Assignability

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

N. Use of Grant Monies

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

O. Section Headings

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

P. Waiver

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

City of National City
GRANTEE

By: 
Signature of Authorized Representative

Title: City Manager

Date: 3/7/22

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:
By: Barbara Baker
Signature of Authorized Representative

Title: Supervisor

Date: 3/9/2022