

PARK DEDICATION AGREEMENT

This Park Dedication Agreement ("Agreement") is made as of September __, 2021, by and between the City of Beaumont, a municipal corporation organized and existing under the laws and constitution of the State of California (the "City"), and SDC FAIRWAY CANYON, LLC, AND WOODSIDE 05S, LP, a California limited partnership (collectively "Developer"). The City and Developer are each sometimes referred to in this Agreement individually as a "Party," and collectively as the "Parties." The City and Developer are entering into this Agreement with reference to the following facts:

R E C I T A L S

A. Developer is the developer of certain real property located in the City which includes parcel as more particularly described in the Grant Deeds attached hereto as **Exhibit "A"** attached hereto and incorporated herein which has been improved as Mickelson Park (the "**Property**" or the "Park").

B. The Property is in good operating condition and repair.

C. Tract Map 31462-7 requires Developer to offer for dedication the Property and City is willing to accept the dedication of the Property subject to the terms of this Agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the Parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein and become a part of this Agreement.

2.1 Obligations of Developer. Developer has designed, obtained all permits for, contracted for the construction of, constructed and paid all costs associated with the acquisition and improvement of the Parks in accordance with applicable law including the prevailing wage laws in the Labor Code. All of the improvements to the Properties were completed in a good and workman like manner and condition.

2.2 There are no, and there shall be no, mechanic's liens or monetary encumbrances recorded against the Property. Developer will convey title to the Property to the City by executing the Grant Deeds attached hereto as Exhibit "A" and deliver Policies of Title Insurance applicable to each Property for the estimated fair market value of the Property as determined by City showing no monetary encumbrances of any kind in such form and content as required by the City. Developer shall pay all property taxes, assessments, fees and monetary encumbrances through the Acceptance Date.

2.3 The following changes shall be made to the following Preliminary Report applicable to the Property:

MICKELSON PARK: PRELIMINARY REPORT DATED July 6, 2021, at 7:30 a.m.
(Order No.: 989-30070481-BAM) – NO CHANGES REQUIRED

3. City Obligations. Upon receipt of the duly recorded Grant Deeds for the Property in form and substance satisfactory to City and the Policy of Title Insurance as required by Section 2.2, and compliance with all terms of this Agreement City shall record a Certificate of Acceptance for each of the Properties in the form attached hereto as **Exhibit “A”**. The date of recordation of said Certificate of Acceptance shall be the “Acceptance Date”.

4. Maintenance and Warranties. The Developer shall maintain or cause to be maintained the Properties in good and safe condition until the Acceptance Date for the Property in question. Prior to the Acceptance Date, the Developer shall be responsible for performing any required maintenance. On or before the Acceptance Date the Developer shall assign to the City all of the Developer’s rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third persons with respect to such Property. For each Property to be owned by the City, the Developer shall provide a warranty bond reasonably acceptable in form and substance to the Director to remain in effect for a period of one year from the date of acceptance of each Property. The City shall be responsible for maintenance of each Property from and after the Acceptance Date thereof, except that with respect to landscaping improvements, the Developer shall maintain or cause to be maintained such landscape improvements for a period of one year following the Acceptance Date thereof or shall provide a bond reasonably acceptable in form and substance to the Director for such period and for such purpose (for landscaping improvements only, and for the posting of a warranty bond to remain in effect for one year as to other improvements), to insure that defects, which appear within said period will be repaired, replaced, or corrected by the Developer, at its own cost and expense, to the satisfaction of the City. The Developer shall commence to repair, replace or correct any such defects within thirty (30) days after written notice thereof by the City to the Developer, and shall complete such repairs, replacement or correction as soon as practicable. Any warranties, guarantees or other evidences of contingent obligations of third persons with respect to the Properties to be acquired by the City shall be delivered to the Director as part of the transfer of title.

5.1 Insurance Requirements. The Developer shall, at all times prior to the final Acceptance Date of all Properties, maintain and deliver to the City evidence of and keep in full force and effect, not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policies satisfactory to the Director: (i) Workers Compensation and Employer’s Liability - Workers’ Compensation - coverage as required by law; Employer’s Liability - limits of at least \$1,000,000.00 per occurrence; (ii) Comprehensive General Liability - Combined Single Limit - \$2,000,000.00; (iii) Automobile Liability - Combined Single Limit - \$1,000,000.00; and (iv) Errors and Omissions Insurance - Combined Single Limit - \$2,000,000.00.

All of the Developer’s insurance policies shall contain an endorsement providing that written notice shall be given to the City at least 30 calendar days prior to termination or cancellation of coverage of the policy.

The Comprehensive General Liability and Bodily Injury and Property Damage Liability policies shall contain the following:

(a) An endorsement extending coverage to the City and its agents as an additional insured, as respects liabilities arising out of the performance of any work related to the Properties. Which insurance shall be primary insurance as respects the interest of the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the insurance required hereunder.

(b) Severability of interest clause.

(c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to contractual liability assumed by the Developer.

(d) Written on an occurrences basis.

Promptly on execution of this Agreement by the Developer, the Developer shall deliver to the Director copies of all required certificates of insurance and endorsements thereto on forms which are acceptable to the Director and the City Attorney.

The Developer shall require and verify similar insurance on the part of its contractors and subcontractors.

The foregoing requirements as to the types, limits and City approval of insurance coverage to be maintained by the Developer are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Developer under this Agreement.

5.2 Standards Applicable. The Developer may effect such coverage under blanket insurance policies, provided, however, that (i) such policies are written on a per occurrence basis, (ii) such policies comply in all other respects with the provisions of Section 5.1, and (iii) the protection afforded the City under any such policy shall be no less than that which would be available under a separate, policy relating only to this Agreement. All policies of insurance shall be with companies licensed or approved by the State of California Insurance Commissioner and rated (i) A or better with respect to primary levels of coverage, and (ii) B+12 or better with respect to excess levels of coverage, in the most recent edition of Best's Insurance Guide and shall be issued and delivered in accordance with State law and regulations.

5.3 Evidence of Insurance. Prior to the Acceptance Date, the Developer shall furnish to the City, from time to time upon request of the City, a certificate of insurance regarding each insurance policy required to be maintained by the Developer hereunder.

6. Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, City Council members, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement or arising out of or in any way related to or caused by the condition of the Property, the design and construction of the of improvements on the Property ("Claims") including, but not limited to, claims under the California Labor Code concerning prevailing wages and with respect to claims for hazardous substances on or under the Property. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement

of City its elected officials, City Council members, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of City and its employees, contractors or agents as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, City Council members, employees, or agents.

7. General Provisions.

(a) If any dispute arises out of or concerning this Agreement, the prevailing Party shall be entitled to recover, in addition to any damages and/or equitable relief, its reasonable attorneys' fees in that dispute.

(b) This Agreement shall be interpreted, enforced and governed by the laws of the State of California.

(c) This Agreement shall be construed as if prepared jointly by the Parties and any uncertainty or ambiguity shall not be interpreted against any one Party.

(d) If any provision of this Agreement shall be deemed unenforceable for any reason, the remaining provisions will be given full force and effect.

(e) This Agreement may be executed in counterparts which when taken together constitute the entire agreement among the Parties hereto.

(f) The person(s) signing this Agreement on behalf of any specified Party represents that he or she has full authority to execute this Agreement on behalf of such Party and that such Party is authorized to enter into this Agreement.

(g) This Agreement shall inure to the benefit of, and be binding upon, the heirs, successors in interest, and assignees of the respective Parties. All heirs, successors and assignees shall be bound by the rights, duties and obligations of the Parties arising under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

DEVELOPER:

SDC FAIRWAY CANYON, LLC, a Delaware limited liability company

By: _____
Dale Strickland, Authorized Signatory

WOODSIDE 05S, LP, a California limited partnership

By: _____
WDS GP, Inc.
A California Corporation
Its General Partner
Chris Chambers, Vice President

CITY OF BEAUMONT

By: _____
Todd Parton, City Manager

ATTEST:

By: _____

Its: _____

EXHIBIT "A"

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN
TO AND MAIL TAX STATEMENTS
TO:**

City of Beaumont - Deputy City Clerk
550 E 6th Street
Beaumont, CA 92223

APN 413-801-012

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Transfer Tax Not Applicable: R&T Code 11922

Exempt from Recording Fees: Gov. Code 27383

GRANT DEED

(Public Park, Lot 149 of Tract No. 31462-7)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, WOODSIDE 05S, LP, a California limited partnership ("**Grantor**"), hereby GRANTS to the City of Beaumont, a municipal corporation ("**Grantee**"), the following described real property in the City of Beaumont, County of Riverside, State of California, together with (i) all rights, privileges and appurtenances belonging or appertaining thereto and (ii) all right, title and interest of Grantor in and to any street or alley, opened or proposed, abutting such real property:

See **Exhibit "A"** attached hereto and incorporated herein by reference

TOGETHER WITH:

1. All tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any mineral rights, reversions, remainders, rents issues or profits thereof; and

2. All rights, title and interests of Grantor in and under all covenants, conditions, restrictions, reservations, easements and other matters of record.

DATED: _____ WOODSIDE 05S, LP, a California limited partnership
By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

Grantor

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,

_____ (here insert name and title of the
officer)
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.

_____ (Seal)
Signature

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,

_____ (here insert name and title of the
officer)
personally appeared

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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.

_____ (Seal)
Signature

EXHIBIT "A"
TO
GRANT DEED

LEGAL DESCRIPTION

LOT 149 OF TRACT 31462-7, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 447, PAGES 17 THROUGH 23, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.