

RECORDING REQUESTED BY:

Los Angeles County Regional Park and Open Space District

WHEN RECORDED MAIL TO:

Los Angeles County Regional Park and Open Space District

510 S. Vermont Avenue, Room 230

Los Angeles, CA 90020

Attn: Administration Section

DEED RESTRICTION

- I. WHEREAS, the City of Pomona [hereinafter referred to as "Owner(s)"] is/are recorded owner(s) of the real property described in Exhibit A-1 and A-2, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and
- II. WHEREAS, the City of Pomona (hereinafter referred to as "Grantee"); and
- III. WHEREAS, the Los Angeles County Regional Park and Open Space District (hereinafter referred to as the "District") is a public agency created and existing under the authority of Section 5506.9 et seq of the California Public Resources Code (hereinafter referred to as the "PRC"); and
- IV. WHEREAS, Owner(s) (or Grantee) applied to the District for grant funds available pursuant to the Excess Funds Grant Program for Pomona City Parks General Improvements Project; and
- V. WHEREAS, on November 18, 2014, the District conditionally approved Grant No. 58H3-15-2523 (hereinafter referred to as "Grant") for general park improvements at the following
- VI. WHEREAS, on December 17, 2018, the City Council of the City of Pomona adopted Resolution No. 2018-168 reducing the number of parks from ten to two (Kennedy Park and Angela/Chanslor Park, now known as Esperanza y Alegria Park) for which the District grant funds are to be utilized and Deed Restrictions recorded; and
- VII. 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 District's Grant Program, Safe Neighborhood Parks Proposition of 1996 Section 24 et seq, and the funds that are the subject of the Grant could therefore not have been granted; and
- VIII. 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 award of the Grant funds by the District, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns and successors-in-interest, hereby irrevocably covenant(s) with the District that the condition of the Grant (set forth at paragraphs 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 here by attached to the deed of the Property as fully effective components thereof.

1. DURATION. 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 in perpetuity.
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(i) 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. The District 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. The District may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction. In the event of a breach, any forbearance on the part of the District 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: _____, 2019

Signed: _____

Linda Lowry, City Manager

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

ACKNOWLEDGMENT OF DEED RESTRICTION

STATE OF _____)

COUNTY OF _____)ss.

On this _____ day of _____, **20**____, **A.D.**,_____ personally
appeared before me, a

(Notary Public, Judge or Other Officer)

in and for _____ **County, State of** _____ known
to me to be the _____ of the corporation that executed
the foregoing instrument and, upon oath, did depose that he is the officer of said corporation as
above designated; that he is acquainted with the seal of said corporation and the seal affixed to
said instrument is the corporate seal of said corporation; that the signatures to said instrument
were made by officers of said corporation as indicated after said signatures; and that the said
corporation executed the said instrument freely and voluntarily and for the uses and purposes
therein mentioned.

(Notary Public, Judge or Other Officer)

Exhibit A-1

Legal Description for Kennedy Park

REARRANGEMENT OF LOTS 11 TO 23 INCL J. E. PACKARDS ORANGE GROVE TRACT
8.25 MORE OR LESS ACS COM SW ON SE LINE OF TR NO 16005, 30.21 FT FROM NE
LINE OF LOT 16 TH SW ON SD SE LINE 835.38 FT TH N AND PART OF LOT 16.

Exhibit A-2

Legal Description for Esperanza y Alegria Park (formerly Angela/Chanslor Park)

LOT 6 OF TRACT NO. 27497, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 722, PAGE(S) 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.