



**REQUEST FOR PROPOSALS
FOR THE DEVELOPMENT AND OPERATIONS
OF THE CORDOVA SHOOTING CENTER**

Published: Thursday February 23, 2018

Proposals Due: Thursday March 30, 2018 by 4 PM

**Direct Proposal Questions to:
Patrick Larkin, District Administrator
Cordova Recreation & Park District
2729 Prospect Park Drive Ste. 230
Rancho Cordova, CA 95630
(916) 842-3300**

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A. SUMMARY OF OFFERING

OPPORTUNITY: The Cordova Recreation and Park District (“District”) is requesting proposals for the development & operation of the Cordova Shooting Center facility (“Operator”)

LOCATION: The facility is located at 11551 Douglas Road, Rancho Cordova, California.

LEASE DURATION: The term of the Agreement shall be from July 1, 2018 to and including June 30, 2028.

FINANCIAL TERMS: Operator shall pay a fixed monthly rate of \$3,000. In addition, the Operator shall pay to the District a \$3.00 user fee and \$5.00 facility per user.

CAPITAL IMPROVEMENTS: Property is offered in “as is” condition. Substantial investment will be needed to restore infrastructure to support proposed use.

SELECTION PROCESS: Proposals will be reviewed by a selection committee comprised of District staff and Board members. Each proposal will be scored based on the evaluation criteria listed in this document. Only one proposal will be recommended for final selection.

SUBMITTAL DUE DATE: **Friday March 30, 2018 by 4 PM**

CONTACT: **Patrick Larkin, District Administrator**
Cordova Recreation & Park District
2729 Prospect Park Drive Ste. 230
Rancho Cordova, CA 95630
ltaylor@crpd.com
(916) 842-3300

B. PROPERTY DESCRIPTION AND HISTORY

The Cordova Shooting Center was deeded to the Cordova Recreation & Park District in 1977 by the Bureau of Outdoor Recreation (now National Parks Service). Since that time, the Cordova Shooting Center has been managed by a private Operator with Cordova Recreation & Park District staff assisting in lead reclamation, flail mowing, fuel reduction, and other general property maintenance.

The 73-acre shooting center property is located at the corner of Sunrise Boulevard and Douglas Road. A long asphalt driveway enters the site from Douglas Road and runs north into two asphalt parking lots located south of the two shooting ranges, (see Appendix D: Property Map). The shooting ranges cover less than half of the property, the remainder of the property is vacant land covered with primarily non-native vegetation, although, vernal pools are likely based on County and Army Corps aerial wetland delineation maps.

The Shooting Center is located approximately in the geographical center of the Cordova Recreation & Park District service boundary within a rapidly growing area of residential development (to the east and to the south).

Facilities on the property include:

1. Pro Shop Building, Including Restrooms
2. Rifle and Pistol Control Building
3. Five (5) Skeet Houses
4. Four (4) Trap Houses
5. Storage Building
6. Rifle and Pistol Range
7. Unpaved Parking Lot

The Cordova Shooting Center receives approximately 2,600 shooters per month. The current hours of operation are Monday, Tuesday, Thursday, Friday, Sunday 10 AM – 5 PM, Wednesday 10 AM – 8 PM, and Saturday 9 AM – 5 PM. The Center offers classes on California and Federal gun laws, shooting fundamentals, hunter safety, general firearms types and function. The Cordova Shooting Center also is home to a handful of local leagues including the ICC Skeet League and Friends of Trapshooting. Basic gun rentals and purchase of safety equipment is allowed. The sale of firearms or other weapons has been determined to violate the conditions of the property deed and is prohibited. Per the conditions of the deed, the National Park Service must review and concur in any proposed concession or license agreement in advance of its execution.

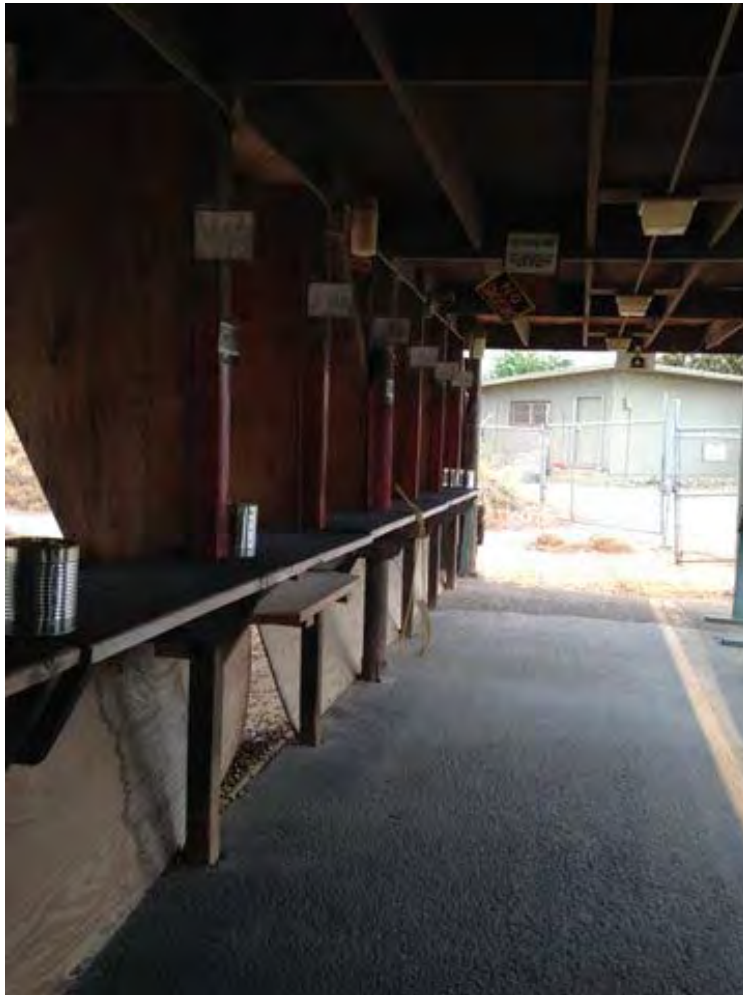
Beginning in 2013 Cordova Recreation & Park District staff worked with CH&D Architects to investigate costs to upgrade the current conditions at the Shooting Center. A photographic summary of the property conditions is shown below:



The facility lacks an accessible entrance, accessible pathway, or accessible shooting stalls.



The facility lacks accessible parking and an accessible restroom.



Pistol and Rifle Range infrastructure is badly in need of repair.

C. PROPERTY OBJECTIVES

It is the District's goal to restore the Center to a fully functional and safe recreational shooting facility. The facility is not compliant with current accessibility codes. To provide this recreational service safely, substantial infrastructure improvements must be made. Costs to upgrade the existing facility for a successful operation must be funded by the business plan of the selected concessionaire. For the past four years the District has investigated improvements needed to 1) comply with current California Building Code and OSHA regulations and 2) maximize the safety of the center's operations.

The Park District contracted with CH&D Architects to prepare renovation plans for the pistol and rifle range. An accessibility compliance survey was prepared by Disability Access Consultants, LLC. The following cost estimate is based on the work of these consultants. Other documents related to their work is available upon request.

Cordova Shooting Center Pistol Range, Rifle Range and ADA Code Compliance Projects Estimated Cost Summary	
June 7, 2017	
Pistol Range Renovation	
1. Target retrieval system and baffles at pistol range	
2. Structural steel overhead system for retrieval system and baffles	
3. Concrete slab covering pistol range	
4. Retaining wall on east side of pistol range	
5. Rangemaster Building	
6. Septic system	
7. Handicapped parking on concrete	
8. Fence	
9. New concrete walkway at both the rifle and pistol ranges	
10. Metal canopy over rifle and pistol ranges	
11. New baffles at rifle range	
12. New backstop at top of berm at rifle range	
Pistol and Rifle Range Renovation Total Cost	\$1,642,000
ADA Accessibility Compliance Projects	
(not including ADA projects already included in Rifle and Pistol range renovation projects)	
Accessibility Survey Report from inspection April 28, 2017	
Total Cost of ADA Compliance Projects	\$348,000
Cordova Shooting Center Renovations TOTAL	
	\$1,990,000

D. LEASE AGREEMENT OVERVIEW

The Lease Agreement is Appendix A of this Request for Proposals. Critical components of the lease include:

1. USE

- Per the conditions of the property deed, no sales of weapons are permitted. The Park District will approve all merchandise offered.
- The Operator agrees that its sole use of the premises shall consist of the operation of pistol, rifle, and trap and skeet shooting facilities open to the public, and the offering of additional programs including, equipment rentals, and training and instructional programs including handgun safety and hunter safety classes.
- The Operator will, at its own cost and expense, keep and maintain the Premises in good order, condition and repair. The Operator will, at its own cost and expense, supply interior janitorial service and exterior maintenance of the Premises.

- The Operator will comply with, and at its sole cost, will acquire all necessary permits, licenses and certifications from all regulatory agencies for its operations, including but not limited to State of California Department of Justice, United States Bureau of Alcohol, Tobacco, Firearms and Explosives, California State Board of Equalization, County of Sacramento and City of Rancho Cordova and any other regulatory agencies with jurisdiction over the Center operations. Such permits will be acquired as a condition of the Lease Agreement.
- The Operator must comply with the City of Rancho Cordova Noise Ordinance.
- The District will reserve the right to enter the Premises at any time to inspect the operation of the Center or the condition of the Premises.
- The District, as land owner, shall manage, coordinate, and inspect lead reclamation projects. The District shall comply with all Federal, State, and local requirements governing the lead reclamation practices onsite. The District shall be financially responsible for the costs associated with lead reclamation including but not limited to: permit fees, consultant fees for grading permit plans and Storm Water Pollution Prevention Plans (SWPPP) and inspections, onsite SWPPP measures (silt fence, straw waddles), and hydro-seeding post clean-up. The Concessionaire shall fully cooperate with lead reclamation contractor during the operations onsite. Any profits from the sale of the lead shall be given to the District.
- Concessionaire is not required to operate the Center on major holidays including Christmas Day, New Year's Day and Thanksgiving Day.

2. LEASE TERM

- The Lease Term shall be ten years. The Lease Agreement may be cancelled by either party for cause, including, without limitation, non-performance or breach of the Lease Agreement. The District may cancel the Lease Agreement if, at any time, the Operator is found to be in violation of any federal, state, county, city or District statute, ordinance, law or regulation.

3. FINANCES

- A fixed monthly rate of \$3,000 will be due to the Park District the 10th day of each month.
- The Operator shall also pay an \$8 facility fee per entrant.
- The Operator will pay for all utilities ie; gas, electric, sewer, telephone, internet service, cable service, solid waste disposal and other utility services required for the operation of the Premises and Shooting Center.
- The Operator shall pay for the capital improvements required to bring the facility up to date with current California Building Code and OSHA requirements.
- The Operator will keep and maintain full, true, accurate and correct records, books and accounts showing all Gross Revenue.
- The Concessionaire shall, on demand, furnish the District with all statements, information and accounting records as CRPD or its accountants may reasonably require.

- Concessionaire shall deliver to CRPD a financial statement detailing revenues and expenses monthly and a year-end summary.
- The Operator will record all receipts on cash register or other recording devices, in order for that Gross Revenue to be ascertained from an examination of the sales recording devices.
- The Operator will allow the District or an authorized agent of the District reasonable access and time to inspect the records of the recording devices, and other records, books and accounts required to confirm all Gross Revenue.

4. BEST MANAGEMENT PRACTICES OVERVIEW

- The Cordova Recreation & Park District will require the Operator to run the facility according to Best Management Practices as outlined in the National Rifle Association (NRA) Range Source Book (current edition) as well as any State or Federal regulations.
- The Operator will comply with the Environmental Protection Agency's (EPA) Best Management Practices for Lead at Outdoor Shooting Ranges (BMP). The Operator will prepare and periodically update a lead monitoring and clean-up plan consistent with the EPA BMP, for approval by the District.
- The Operator shall ensure that the design of the shooting center complies with all NRA standards. This includes a re-evaluation of all trap/skeet areas.
- The Operator and District shall have quarterly meetings to discuss operations, finance, and safety at the Cordova Shooting Center. CRPD's Administration requires full disclosure of the facility operations particularly as future adjacent residential development is imminent. The Operator shall be fully transparent with the District and make full disclosure of any activities that may potentially violate the property deed or lease agreement.
- The Cordova Recreation & Park District's goal is to provide a safe and environmentally-conscious facility. The Concessionaire will endeavor to provide environmentally safe ammunition wherever possible and as it becomes available.

E. SUBMITTAL REQUIREMENTS

Proposals should be kept to the minimum length required to concisely address the requirements described below. Proposals shall include a signature line, with name and title of signatory, with one (1) original and six (6) copies submitted in 8 ½" x 11" format with the following elements:

1. Proposed Operator's name, address, telephone number and e-mail address.
2. A list of the Operator's principal owners and officers.
3. A proposed "business plan" indicating services to be provided, funding and timing of required capital improvements, and strategies for successful operation of the Shooting Center. The business plan should include an estimate of working capital required to operate the business. The business plan should include proof of available debt and Operator equity funding for the proposed improvements, furniture, fixtures, equipment and working capital. Proof of debt and equity funding may be provided by a letter of commitment from a lending institution, copies of Operator bank statements, or other similar documented proof of available funding. Confidential financial documents should be marked "confidential" and should be submitted in a separate envelope marked "confidential".

4. Description of the Concessionaire's proposed facility upgrades required for a successful operation and an itemized preliminary cost estimate.
5. Proposed services and rentals to be provided at the Premises.
6. Description of similar Concession operations or other applicable experience that the proposed Operator and personnel have previously conducted. The description of similar operations shall include the dates of the operation, types of services and rentals provided, number of users serviced, and gross and net annual revenue of each operation.
7. A statement of what especially qualifies the proposed Operator to perform the Concession operations.
8. A statement that the proposal shall remain valid for a period no less than sixty (60) days.
9. A statement that no conflicts of interest exist in the provision of the proposed services.
10. State that the Operator will remit the monthly Base Fee. State the Operator's proposed user and facility fees to be paid to the District per user for the right to operate the Concession.
11. A signed, written statement that the terms of the lease agreement have been included in the proposal. If any term is not acceptable, the proposer must include a statement detailing unacceptable terms.

G. EVALUATION AND SELECTION PROCESS

The District will establish a screening process to review and rank all proposals. The District may decide to interview potential Operators. The District will use the following criteria in selecting an Operator:

1. Proposed services to be provided, proposed facility upgrades to the existing premises and services, and the business plan to provide services sustainably to the public and patrons of the Cordova Shooting Center.
2. Demonstrated experience in similar concession operations.
3. Organizational capacity – the ability of the proposed Operator to manage the concession and successfully provide the Concession services.
4. Demonstrated ability of the proposed Operator to provide quality services to the public and patrons of the Cordova Shooting Center.
5. Proposed Operator's ability to meet the Services and Conditions as described in the Request for Proposals, or the degree of proposed modification to the Services and Conditions.

The District reserves the right to reject any proposals, and to negotiate modifications or acceptance of parts of a proposal. Other terms and conditions will be negotiated at the time of selection and the final form of the Lease Agreement will be subject to the approval of the District's attorney and Board of Directors. All proposals submitted shall become the property of the District.

H: SOLICITATION SCHEDULE

Responses to this Request for Proposals must be received by the Cordova Recreation and Park District by or before **4:00 P.M. on Friday, March 30, 2018**. Responses received after, or post marked but not received by the specified time and date may not be considered. Sealed proposals shall be addressed to:

Patrick Larkin, District Administrator
Cordova Recreation and Park District
2729 Prospect Park Drive Ste. 230
Rancho Cordova, CA 95670

On the envelope/package, please clearly label:

Cordova Shooting Center Operator Proposal

APPENDIX A: LEASE AGREEMENT



2729 Prospect Park Drive, Suite 230
Rancho Cordova, CA 95670

LEASE AGREEMENT

This Agreement is made and entered into this [Date] by and between CORDOVA RECREATION AND PARK DISTRICT, a political subdivision, hereinafter referred to as "CRPD", and [Concessionaire Name] hereinafter referred to as "Concessionaire".

RECITALS

A. CRPD is the owner of the premises known as the CORDOVA SHOOTING CENTER which consists generally of a rifle and pistol range, skeet and trap shooting facilities. CRPD's title to the property is held subject and pursuant to the terms and conditions of a Quitclaim Deed from the United States of America, a copy of which is attached hereto, marked Exhibit A and incorporated herein by this reference.

B. Concessionaire will operate a concession pursuant to condition number 3 of Exhibit A to occupy and use the premises known as the CORDOVA SHOOTING CENTER for the operation of a rifle and pistol range, skeet and trap shooting facilities.

C. The Agreement providing for Concessionaire's occupancy and use of CORDOVA SHOOTING CENTER for the operation of a rifle and pistol range and skeet and trap shooting facilities is due to expire by its terms on July 1, 2028 (10 years) but may be extended by agreement through establishment of a new contract, whichever comes first.

D. Concessionaire shall conduct its business at the premises under the trade name of CORDOVA SHOOTING CENTER.

NOW, THEREFORE, it is agreed as follows:

PROPERTY USE

The property deed requires that the Cordova Shooting Center property be used only for public park and recreation area purposes. According to the conditions in the deed, the National Park Service must review and concur in any proposed concession or license agreement in advance of its execution. Concessionaire hereby acknowledges and agrees to comply with the terms and conditions of said deed (Exhibit A) which are applicable to its operation under this Agreement. Concessionaire agrees to provide to CRPD and the United States Secretary of the Interior such reports, statistics, books, records or other documents necessary to determine compliance with Exhibit A and this Agreement.

Concessionaire agrees that its sole use of the premises shall consist of the operation of rifle and trap and skeet shooting facilities open to the public, and the offering of additional programs including, equipment rentals, incidental equipment sales, and training and instructional programs including handgun safety and hunter safety classes.

Services and Merchandise Criteria:

The sale and or storage of guns-for-sale is prohibited on the property. CRPD will approve the nature, type, and quality of merchandise offered. Services and merchandise must be 1) consistent with public park and recreation purpose of the park, 2) necessary and appropriate for public use and enjoyment of the park in which it is located, 3) not provided outside shooting center property boundaries. This shooting facility on CRPD public property will provide supervised shooting ranges to which users bring their own weapons. Basic rental guns and the sale of premanufactured ammunition for use at this range will be provided by the Concessionaire. Instruction and classes can be offered. Incidental equipment such as: ammunition, targets, and hearing and sight protection can be sold.

GRANT OF CONCESSION

Concessionaire is hereby granted an exclusive concession and privilege to occupy and use the real property located on Sunrise Boulevard at its intersection with Douglas Boulevard in Sacramento County, California, more particularly described in Exhibit A (Quitclaim Deed), and the buildings, shooting range and skeet and trap shooting facilities located on this real property described in Exhibit B (Request for Proposals).

LEASE TERM

The term of the Agreement shall be from July 1, 2018 to and including June 30, 2028.

PAYMENT FOR USE OF PROPERTY

Concessionaire shall pay to CRPD for the right to operate the business known as CORDOVA SHOOTING CENTER ON THE PREMISIS A FIXED MONTHLY RENT IN THE SUM OF Three Thousand Dollars (\$3,000.00) per month plus inflation. This payment for the right to operate the CORDOVA SHOOTING CENTER on the premises shall be payable to Cordova Recreation and Park District monthly as follows:

A fixed monthly rental of Three Thousand Dollars (\$3,000) per month shall be paid in advance by the tenth day of each month commencing on the date the term commences and continuing during the term of this Agreement. An inflation rate of 5% shall be applied annually. In addition to rent the Concessionaire will also pay to the District a fee of \$8.00 per user. The District will have complete control of these funds.

OPERATIONAL FINANCES

Concessionaire shall prepare and display a sign advertising its schedule of public shooting fees on the premises. The fees are subject to the prior written approval of District Administrator. Concessionaire shall also supply for rent firearms suitable for use in the shooting center facility. These firearms shall be clearly marked as to rental fee on a sign located on the premises. Rental fees for firearm rental shall also be subject to the written approval of the District Administrator.

Inspection and Accounting Records

CRPD or its duly authorized representative or agents may enter upon the premises with reasonable notice to Concessionaire at any time during the term of this Agreement to determine whether Concessionaire is complying with the terms and conditions hereof and for any other purpose incidental to the rights of CRPD.

Concessionaire shall keep and maintain full, true, accurate, and correct records, books and accounts showing all gross revenue.

Concessionaire shall record all receipts on cash register or other recording devices, in order for that gross revenue to be ascertained from an examination of the sales recording devices.

Concessionaire shall, on demand, furnish CRPD with all statements, information and accounting records as CRPD or its accountants may reasonably require.

Concessionaire shall deliver to CRPD a financial statement detailing revenues and expenses monthly and a year-end summary at least once a year.

Utilities

Concessionaire shall pay for all utilities and services used upon or furnished to the premises or any building thereon during the term of this Agreement.

Taxes

Concessionaire shall, at its sole cost and expense, pay all taxes for which it is responsible, or which may be assessed against it.

Possessory Interest Tax. Under this Agreement a possessory interest subject to property taxation may be created. Notice is hereby given pursuant to Revenue and Taxation Code Section 107.6 that such possessory interest may be subject to property taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interests. Also, the interest created by this Agreement may be subject to special taxation pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311, et. seq.) A party in whom a possessory interest is vested may be subject to payment of special taxes levied on such interest pursuant to that Act.

Right to Contest Taxes. Concessionaire shall have the right in its own name, or to the extent necessary in Park District's name, to contest in good faith and by all appropriate proceedings the amount, applicability or validity of any possessory tax assessment pertaining to the rifle and pistol range, and skeet and trap shooting facilities at the CORDOVA SHOOTING CENTER and its operations thereon.

In the event Concessionaire initiates such contest, CRPD shall reasonably cooperate with Concessionaire, provided that such contest will not subject any part of CRPD's property to forfeiture or loss.

If at any time payment of any tax or assessment becomes necessary and Concessionaire has exhausted its remedies with respect to contesting the amount, applicability or validity of any such tax assessment pertaining to the rifle and pistol range, and skeet and trap shooting facilities, Concessionaire shall then timely pay such tax or assessment.

REQUIRED BEST MANAGEMENT PRACTICES OF THE FACILITY

National Rifle Association

The Cordova Recreation & Park District will require the Concessionaire to run the facility according to Best Management Practices as outlined in the National Rifle Association Range Source Book (current edition). Operation rules and regulations at this shooting facility are subject to the approval of CRPD.

Environmental Protection Agency Standards

The Concessionaire will comply with the Environmental Protection Agency's (EPA) Best Management Practices for Lead at Outdoor Shooting Ranges (BMP).

California Department of Toxic Substances Control Regulations

The Concessionaire shall comply with all State regulations as required by the Department of Toxic Substances Control. It is the Concessionaire's responsibility to comply with the most current regulations in the State of California and monitor any changes in State law so operations at the facility can be adjusted accordingly. The Concessionaire shall notify CRPD staff when new shooting center facility laws are enacted.

Other Regulatory Agencies

The Operator will comply with, and at its sole cost, will acquire all necessary permits, licenses and certifications from all regulatory agencies for its operations, including but not limited to the Federal Occupational Safety & Health Administration, State of California Department of Justice, United States Bureau of Alcohol, Tobacco, Firearms and Explosives, California State Board of Equalization, County of Sacramento and City of Rancho Cordova and any other regulatory agencies with jurisdiction over the Center operations.

Lead Reclamation Procedures

The Concessionaire will prepare and periodically update a lead monitoring and clean-up plan consistent with the EPA BMP, for approval by the District and required regulatory agencies. CRPD is required to procure lead recycling services in accordance with the District's purchasing, contracting and procurement policy. Specifically, CRPD staff will obtain three (3) informal proposals from lead reclamation vendors. CRPD staff shall select a vendor that provides sufficient capacity and reliability. Profits from lead reclamation will be CRPD's exclusively. CRPD, as land owner, shall manage, coordinate, and inspect lead reclamation projects. CRPD shall comply with all Federal, State, and local requirements governing the lead reclamation practices onsite. CRPD shall be financially responsible for the costs associated with Lead Reclamation including but not limited to: Permit Fees, Consultant Fees for Grading Permit Plans and Storm Water Pollution Prevention Plans (SWPPP) and inspections, onsite SWPPP measures (silt fence, straw waddles), and hydroseeding post clean-up. The Concessionaire shall fully cooperate with lead reclamation contractor during the operations onsite.

CRPD/Concessionaire Communications

The Concessionaire and District shall have quarterly meetings to discuss operations, finance, and safety at the Cordova Shooting Center. CRPD's Administration requires full disclosure of the facility operations particularly as future adjacent residential development is imminent. The Concessionaire shall be fully transparent with the District and make full disclosure of any activities that may potentially be in violation of the property deed or lease agreement.

Green Ammunition

The Cordova Recreation & Park District's goal is to provide a safe and environmentally-conscious facility. The Concessionaire will endeavor to provide environmentally safe ammunition wherever possible and as it becomes available.

INITIAL CAPITAL IMPROVEMENTS

The Concessionaire provided a facility upgrade plan and finance plan as part of its proposal. The final plan approved by CRPD has been incorporated into this lease as ATTACHMENT D. Operations at the facility may not commence until all the initial capital improvements have been completed are in place and all permits finalized by reviewing agencies.

MAINTENANCE AND REPAIRS

Concessionaire Maintenance Responsibilities

Concessionaire shall, for the full term hereof, maintain and repair the rifle and pistol range, at its own cost and shall be responsible for all expenses to maintain the buildings, trap and skeet shooting facilities and the remainder of the premises in good, safe, working order, condition and repair, including the parking lots and sidewalks on and adjacent to said premises and the landscaping on said premises. For purposes of Concessionaire's obligations hereunder, routine maintenance includes all routine maintenance items customarily performed to maintain the buildings, rifle and pistol range, trap and skeet shooting facilities, and the remainder of the premises in good order, condition, and repair.

CRPD Maintenance Responsibilities

CRPD shall be responsible for flail mowing, fuel reduction, and perimeter fence maintenance.

ALTERATIONS AND IMPROVEMENTS

The concessionaire provided a facility upgrade and finance plan as part of its proposal. The plan approved by the Park District has been incorporated into this Lease Agreement as Exhibit D.

Concessionaire and Park District understand and agree that from time to time major infrastructure repairs or modifications may be required to comply with current or amended safety regulations and/or industry adopted safe practices for the operation of a rifle and pistol range.

In the event Concessionaire determines that a major infrastructure repair, modification, alteration or addition is required to maintain safe operation of the rifle and pistol range, Concessionaire shall immediately notify the CRPD in writing of the requested change, modification, alteration, or addition and identify the specific safety issue or issues to be addressed by the change. Concessionaire shall also provide alternative viable options to address the specific safety issue and provide estimated or anticipated costs for short term measures to be implemented to ensure operational safety, as well as long term modifications or repairs to insure operational safety of the facility. As soon as reasonably possible after Concessionaire has notified the CRPD of any operational safety issue, the parties shall meet to discuss options and alternatives and to implement a cure plan to address the immediate operational safety issues, and the long-term modification repair, replacement or addition of facilities or structures to insure operational safety of the facility.

Concessionaire may, at Concessionaire's expense and upon Park District's prior written consent, make such changes, alterations, modifications and additions to the buildings, shooting range, trap and skeet shooting facilities or other improvements on the premises as Concessionaire may deem desirable. Construction plans and specifications must be submitted to CRPD for review and

approval prior to distribution to other agencies. Plans and specifications shall be submitted to CRPD at concept, preliminary design, 95% construction documents, and 100% final construction documents. CRPD requires a minimum two-week review period. Any such change, alteration, modification or addition shall comply with all zoning, building ordinances, codes and regulations. Contractor must obtain and pay for all necessary permits before any structural modification, additions or alterations are made. Permits must be verified by CRPD prior to construction commencement. All costs of such changes alterations, modifications or additions shall be paid for by Concessionaire.

Installation of permanent or portable buildings or structures is prohibited without prior written consent from CRPD Administrator. The District has the right to have the unauthorized structures removed at the Concessionaire's expense.

Upon the expiration of the term of this Agreement or any earlier termination thereof, Concessionaire shall surrender possession of the premises and all structural improvements constructed and installed thereon.

Prevailing Wage for Contracted Work

All contracted public work projects on this public property valued over \$1,000 are required to comply with Labor Code Sections 1770, 1773, and 1773.1.

LICENSES AND PERMITS

Concessionaire shall comply with all licensing requirements of the State of California applicable to Concessionaire's use of the premises, and Concessionaire shall comply with all federal, state, county and city laws, regulation and ordinance affecting the premises, the improvements thereon, the conditions existing thereon, and all activities conducted on the premises, including, without limitation, the obligation of Concessionaire at Concessionaire's expense to alter, repair, maintain and restore the premises in compliance and conformity with all laws and regulations relating to the condition, use or occupancy of the premises, subject to CRPD ' obligation to make major repairs.

TERMINATION

A. Termination or Suspension for Breach of Condition. Every covenant and promise of the Concessionaire under this agreement is a condition to the existence of its rights and privileges to operate the shooting center facility; and, in the event of a violation of any such covenant, promise, or duty by Concessionaire, CRPD shall have the right, in addition to exercising any other available legal or equitable remedy under the laws of California, to terminate the concession for condition broken or, at CRPD's option, suspend Concessionaire's right to operate until the default is remedied.

B. Termination for failure to pay money. To terminate for failure to pay money in full when due, CRPD shall first give Concessionaire written notice and ten days in which to make good the default. If it is not corrected within said time, this contract shall terminate.

C. Termination for failure to maintain insurance. CRPD may suspend Concessionaire's rights under this agreement when Concessionaire has lapse of or fails to provide evidence of continuous required insurance coverage when insurance is required. Concessionaire shall have five days to correct the default. CRPD, at its own option, may secure such coverage and charge the

whole cost to Concessionaire, subject to immediate reimbursement. If the default in coverage is not cured within five days, this contract shall terminate. Concessionaire shall immediately cease all operations of the facility and shall take all necessary steps to prevent other persons from using the facility during any period of lapse.

D. Termination for unreasonable delay. CRPD shall have the right to terminate this agreement for failure of the Concessionaire to complete all projects described in EXHIBIT D by June 30, 2019.

E. Termination for other breaches. Except for breaches noted above, CRPD shall first give Concessionaire written notice of the default and 30 days within which to remedy it. If the default is not remedied within that time, the contract shall terminate. If the condition constituting the default cannot reasonably be corrected within 30 days and if, during the 30 days, the Concessionaire has commenced the corrective action, the total period may be extended to 60 days.

F. Termination by mutual written consent. This agreement may be terminated by mutual written consent of both parties.

G. Termination shall not affect rights of the parties, already vested, to receive money or recover damages for losses already incurred for breach of contract. Nothing in this paragraph shall be construed to deprive either party of access to courts for such remedies as may be justly claimed.

H. Ownership on Termination: Upon expiration, abandonment, termination, or cancellation of this contract for any cause, Concessionaire shall immediately quit the premises and shall have 30 days within which to remove its personal property not affixed to the land. Any personal property not removed within that time shall be deemed abandoned and shall become at once the property of CRPD. Any buildings, alterations, or other improvements affixed to the land, except for movable furniture and trade fixtures, shall become a part of the land and shall belong to the CRPD upon the expiration or termination of this agreement for any cause.

I. Concessionaire shall keep and maintain all the premises in good and sanitary order, condition and repair always. At the expiration of the term of this Agreement, or upon its earlier termination, Concessionaire shall deliver possession of the premises to CRPD, and covenants and agrees that at the time of expiration or termination the premises and structures and improvements thereon will be in good, neat and sanitary physical condition except for wear and tear because of appropriate and ordinary use of the facility. CRPD shall not be obligated to make any repairs made necessary by the negligence of Concessionaires or its agents, servants, licensees or invitees.

NON-LIABILITY, DEFENSE AND INDEMNIFICATION

This Agreement is made upon the express condition that the Park District is to be free from all liability and claims for damage because of any injury to any person or persons, including Concessionaire, its agents and employees.

A. Concessionaire

Concessionaire shall, and hereby agrees to, defend and indemnify CRPD and save CRPD and its officers, directors, employees and agents harmless from and against all claims, liability, losses, damages, expenses, causes of action, suits or judgments, together with any and all costs and expenses connected with the investigation or defense thereof, including legal fees, by reason of or

resulting from: (1) the use, maintenance, operation, condition, or management of the CORDOVA SHOOTING CENTER; (2) the performance of, or failure to perform the work or any other obligations of this Agreement by Concessionaire, or any agent or employee of Concessionaire, or (3) any act or acts of Concessionaire's employees, agents, contractors or licensees in connection with, performed or required to be performed by Concessionaire pursuant to this Agreement; and (4) the construction or installation of any alterations or improvements on the premises known as the CORDOVA SHOOTING CENTER, to the extent that Concessionaire is responsible for such construction. This indemnification is effective and shall apply if any such action is alleged to have been caused by CRPD as a party indemnified hereunder. This indemnification shall not apply to the extent that any damage or harm is found to have occurred from the active negligence or willful misconduct of CRPD or its employees.

The Concessionaire shall be responsible for any Americans With Disabilities Act (ADA) non-compliance issues, and any fines, sanctions, or liability that result from any non-compliance. In the event Concessionaire is notified verbally or in writing by any person, organization or entity of any alleged ADA noncompliance issue or any other claimed unsafe or hazardous condition, Concessionaire shall immediately take actions to correct such issues and notify CRPD in writing of such non-compliance claim or allegation. If Concessionaire fails to correct issues or notify CRPD of any such ADA non-compliance notification or other claimed hazardous or dangerous condition on the premises, the District may terminate the lease agreement.

B. Cordova Recreation and Park District

Notwithstanding the non-liability/defense/indemnification provisions set forth in Paragraph A. Concessionaire, CRPD shall be solely responsible for all clean-up and remediation of all environmental contamination associated with, or resulting from, shooting operations at the CORDOVA SHOOTING CENTER Facility. Further, the Park District agrees to defend, indemnify and hold harmless Concessionaire and its officers, directors, members, employees and agents from and against any and all claims, suits, causes of action, demands, fines, expenses, damages, orders, judgments or liability, together with all costs and expenses connected with the investigation or defense thereof, including all legal fees associated therewith, by reason of or resulting from any and all clean-up and/or remediation of environmental contamination associated with, or resulting from, shooting operations at the CORDOVA SHOOTING CENTER Facility.

CRPD's defense and indemnification obligation under Paragraph B. Cordova Recreation & Park District extends to any environmental claims or liability that are caused by Concessionaire's shooting operations that occur as a byproduct of, or consequence of Concessionaire's operation of the CORDOVA SHOOTING CENTER Facility as a shooting range.

INSURANCE

Concessionaire shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or about the Concessionaire's operation and use of rented premises. The cost of such insurance shall be borne by the Concessionaire.

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than \$2,000,000 per occurrence. The general aggregate limit shall be twice the required occurrence limit.

Property Insurance against all risks of loss to any tenant improvements or betterments at full replacement cost with no coinsurance penalty provision.

Other Insurance Provisions:

The policies are to contain, or be endorsed to contain the following provisions:

For General Liability, the Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of ownership, maintenance, or use of that part of the premises leased to the Concessionaire.

The Lessee's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Concessionaire's insurance and shall not contribute with it.

Each insurance policy required above shall contain, or be endorsed to contain, a waiver of all rights of subrogation against the District

Each insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the District.

The Property insurance shall name the District as Loss Payee as its interests may appear. The public liability and property damage insurance furnished by Concessionaire shall also name CRPD as an additional insured and shall directly protect, as well as provide for the defense of CRPD, its officers, agents and employees, as well as Concessionaire, and Concessionaire's subcontractors, suppliers, agents and employees, from all suits, actions, damages, losses or claims of every type or description to which they may be subjected by reason of, or resulting from Concessionaire's operations on the premises pursuant to this Agreement and all insurance policies shall so state. The insurance shall also specifically cover the contractual liability of Concessionaire. The insurance shall also insure performance by Concessionaire of the indemnity Provisions of this Agreement.

Concessionaire further agrees that it will, always during the term of this Agreement at its own cost and expense, obtain and keep in full force and effect naming both CRPD and Concessionaire as insured's thereunder, fire, windstorm and extended coverage insurance in an amount equal to the actual replacement cost of all of Concessionaire's personal property utilized by Concessionaire in operating CORDOVA SHOOTING CENTER.

CRPD agrees that it will throughout the term of this Agreement, at its own expense, obtain and keep in full force and effect naming both CRPD and Concessionaire as insured's thereunder, fire, windstorm and extended coverage insurance in an amount equal to the actual replacement cost of the rifle and pistol range and skeet and trap shooting facilities and buildings and other improvements at CORDOVA SHOOTING CENTER without deduction for physical depreciation.

Worker's Compensation Insurance

Concessionaire shall be permissibly self-insured or shall carry full Worker's Compensation insurance coverage for all persons employed, either directly or through contractors, in performing the services contemplated by this Agreement, in accordance with the Worker's Compensation Act contained in the Labor Code of the State of California.

Concessionaire's Worker's Compensation shall include Statutory Limits and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

By execution of this Agreement, Concessionaire certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's compensation or to undertake self-insurance in accordance with the provisions of that Code. I will comply with such provisions before commencing the performance of work under this contract.

As part of the execution of this Agreement, Concessionaire agrees to furnish to CRPD a certified copy of the insurance policies that it has taken out for public liability, property damage and Worker's Compensation insurance set forth above for the period covered by this Agreement, or a certificate of the insurance. Insurance shall be placed with an insurance carrier acceptable to CRPD under terms satisfactory to CRPD. The certified policies of insurance or the certificates of insurance shall be furnished to CRPD prior to commencing the services contemplated by this Agreement. Each certified policy or certificate of insurance shall bear an endorsement precluding the cancellation or reduction in coverage of any policy before the expiration of thirty (30) days after the Park District received written notification of cancellation or reduction.

If Concessionaire fails to obtain and keep in force the insurance coverage hereinabove required, Park District shall have the right to cancel and terminate this Agreement immediately and without regard to any other provisions of this Agreement.

DAMAGE TO OR DESTRUCTION OF PREMISES

In the event of loss or damage to or destruction of any of the structures, improvements or personal property of Concessionaire by fire or any extended coverage peril insured against by an insurance policy, both Park District and Concessionaire shall collect the proceeds from their respective insurance policies and shall apply them to rebuilding, restoring or repair of the damaged or destroyed premises, structures and equipment to the same general condition in which they existed at the time of the event. If the net insurance proceeds are insufficient, Park District shall notify Concessionaire in writing of that fact and the approximate additional amount required. If Concessionaire elects to pay the excess, then Park District shall undertake the repair or restoration in the notice within thirty (30) days after receipt of notice. If Concessionaire elects not to pay the excess amount required, then this Agreement shall terminate, and the proceeds of any policy of insurance held by Concessionaire with respect to its personal property, shall be paid to Concessionaire and the proceeds of any policy of insurance held by Park District on the buildings and facilities known as CORDOVA SHOOTING CENTER shall be paid to Park District, provided however, the Park District may elect to pay the said excess amount required and thereby continue the terms and conditions of the Agreement in full force and effect. If the damaged portion of the premises is not restored within 180 days of the date of damage or destruction, Concessionaire shall have the option to terminate this agreement if it is then in compliance with all other terms and conditions of the Agreement.

Concessionaire hereby waives the provisions of Section 1932, subdivision 2 and Section 1933, subdivision 4 of the Civil Code of the State of California.

Concessionaire shall not be liable for the payment of any rent, taxes or other charges accruing during the period of time required by CRPD for the repair or restoration of the premises to the extent the premises cannot be operated by Concessionaire during that period as Concessionaire

had operated prior to damage or destruction. But, if Concessionaire can continue the use of premises after such destruction and during the period of repair and restoration, Concessionaire shall be liable for payment of rent to the extent that the Concessionaire is able to use the premises, subject to negotiation with CRPD.

ASSIGNMENT AND SUBLETTING

Concessionaire shall not have the right, authority or power to sell or assign the concession rights herein granted to any other person, nor shall Concessionaire have any right, authority or power to allow or permit any other person or party to have any interest in this Agreement without the written consent of CRPD. It is the purpose and intent of this Agreement to grant concession privileges solely to the Concessionaire and neither directly nor indirectly to any other person or entity. The assignment, subletting or encumbrance of concession rights without the prior written consent of CRPD, shall terminate this Agreement. No assignment shall relieve Concessionaire of its obligations under the terms of this Agreement. Any such assignment approved by CRPD shall be subject to all the following conditions: (a) this Agreement and the obligations of Concessionaire to make rent payments under this Agreement shall remain obligations of the Concessionaire; (b) the assignee shall assume the obligations of the Concessionaire under this Agreement to the extent of the interest assigned, and the Concessionaire shall remain liable for payments required by this Agreement not made by the assignee; and (c) the Concessionaire shall furnish to CRPD a true and complete copy of any approved assignment.

The written consent of CRPD to one assignment, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person.

DEFAULT BY CONCESSIONAIRE

The occurrence of any of the following shall constitute a default by Concessionaire:

1. Failure to pay rent or any other sum due hereunder when due, if the failure continues for a period of thirty (30) days after said payment became due as provided herein.
2. Abandonment or vacation of the premises (failure to occupy and/or operate the business on said premises for ten (10) consecutive days) shall be deemed an abandonment and vacation except when caused by acts of God, forces of nature or other causes beyond control of the Concessionaire.
3. Failure to perform any other provision of this Agreement if the failure to perform is not cured within thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Concessionaire by CRPD; provided, however, if the failure cannot be corrected within the applicable period, CRPD will not unreasonably withhold consent to an extension of time if corrective action is instituted by Concessionaire within the applicable period and diligently pursued until the default is corrected to the satisfaction of CRPD.
4. The filing by Concessionaire of a voluntary petition in bankruptcy, or failure by Concessionaire to promptly lift an execution, garnishment or attachment, or the filing of an involuntary petition in bankruptcy against the Concessionaire if not discharged within 60 days, or an assignment by the Concessionaire for the benefit of creditors. In the event of such default, CRPD shall have the following rights and remedies in addition to any rights and remedies now or hereafter provided by law. All such remedies are cumulative and may be exercised concurrently or separately.

CRPD may continue this Agreement in full force and effect and the Agreement will continue in effect if CRPD does not terminate Concessionaire's right to possession, and CRPD shall have the right to collect rent when due. During the period Concessionaire is in default, CRPD may enter the premises and re-let them, the improvements and the furniture, furnishings, fixtures, equipment, supplies and other personal property on the premises, or any part or parts of them to third parties for the account of Concessionaire. Concessionaire shall be liable immediately to CRPD for all costs CRPD incurs in reletting the premises, including, without limitation, brokers' commissions, expenses of remodeling the premises required by the reletting, attorneys' fees and like costs. Reletting can be for a period shorter or longer than the remaining term of this Agreement. Concessionaire shall pay to CRPD on the due date specified herein, all sums required of Concessionaire under this Agreement, plus CRPD's cost of reletting, less the rent CRPD received from any reletting. No act by CRPD allowed by this Paragraph shall terminate this Agreement unless CRPD notifies Concessionaire that CRPD elects to terminate this Agreement.

Upon default by Concessionaire as defined herein, CRPD may terminate Concessionaire's right to occupation of the premises at any time. Upon termination, Concessionaire shall immediately surrender and vacate the premises, and all improvements, in broom clean condition. CRPD may immediately reenter and take possession of the Premises and all remaining improvements and all furniture, furnishings, fixtures, equipment, supplies and all other personal property owned by Concessionaire in the operation of the business of Concessionaire. Termination under this Paragraph shall not relieve Concessionaire from the payment of any sums then due to CRPD, or for money claimed for damages previously accrued or then accruing against Concessionaire. No act by CRPD, other than giving notice of default to Concessionaire, shall terminate this Agreement. Acts of maintenance or preservation or efforts to re-let the property, or the appointment of a receiver upon the initiative of the CRPD to protect the CRPD's interest under the Agreement, shall not constitute a termination of Concessionaire's right to occupy.

Upon termination, Park District has the right to recover from Concessionaire the worth at the time of award of the unpaid rent which had been earned at the time of termination of this Agreement.

Any other amount necessary to compensate Park District for all the detriment proximately caused by Concessionaire's failure to perform its obligations under the Agreement, or which in the ordinary course of things would be likely to result therefrom.

DEFAULT BY PARK DISTRICT

The failure of CRPD to perform any of its obligations pursuant to the provisions of this Agreement shall constitute a default by CRPD if Concessionaire notifies CRPD of its failure to perform any of its obligations pursuant to the provisions of this Agreement and CRPD fails to cure any failure for a period of one hundred and twenty (120) days after written notice has been given to CRPD by Concessionaire; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Concessionaire will not unreasonably withhold their consent to an extension of time if corrective action is instituted by the CRPD within the applicable period and diligently pursued until the default is corrected to the satisfaction of the Concessionaire. In the event a default is not cured within the extended time, Concessionaire shall have the option of terminating this Agreement.

However, if Concessionaire notifies CRPD of its failure to perform repairs required of it as set forth in this Agreement and repairs have not been initiated within one hundred and twenty (120) days, or within 15 days in the case of a water emergency, after such written notice to CRPD,

Concessionaire shall have the option of obtaining a private contractor to complete the necessary repairs and shall be entitled to deduct any amounts paid by Concessionaire to such contractor for such repairs from the amount of rent owing CRPD as set forth in this Agreement. Concessionaire's waiver of Civil Code section 1942 shall not apply to this paragraph.

LIENS

Ten (10) days before commencement of any work, improvement or repair which will cost more than One Thousand Dollars (\$1,000.00), Concessionaire shall notify CRPD in writing of its intention to commence work. The notice is to be given for the express purpose of permitting CRPD to post a Notice of Non-responsibility to protect CRPD's interest in the leased premises from the attachment of any mechanic's lien.

ATTORNEY'S FEES

In the event of any litigation between the parties arising out of this Agreement or about the premises, the prevailing party shall be entitled to a reasonable sum as and for attorney's fees, which shall be added to and become a part of any judgment therein.

NON-WAIVER

The failure or omission by CRPD to terminate this Agreement for any violation of its terms, conditions or agreement shall in no way bar, stop or prevent CRPD from terminating this Agreement for such violation, or for any subsequent violation of any term, condition or covenant. The acceptance of rent hereunder shall not be or be construed to be a waiver of any breach of any term, covenant or condition of this Agreement.

CONCESSIONAIRE AS INDEPENDENT CONTRACTOR

The parties hereto agree that always during the term of this Agreement, Concessionaire and Concessionaire's employees hired to perform services pursuant to this Agreement are independent contractors for all purposes of this Concessionaire Agreement. Under no circumstance shall Concessionaire's employees be considered agents or employees of CRPD. Under no circumstances shall CRPD or CRPD's employees be considered agents or employees of Concessionaire. Concessionaire acknowledges that it and its agents and employees are not entitled to Worker's Compensation benefits from CRPD should Concessionaire or its agents and employees sustain an injury during performing services specified in this Agreement. CRPD shall have the right to control Concessionaire only as to the results to be obtained in the operation of the rifle and pistol range, and skeet and trap shooting facilities at the CORDOVA SHOOTING CENTER, but not as to the manner, means, methods, details, techniques and procedures for operating the rifle and pistol range, and skeet and trap shooting facilities at CODROVA SHOOTING CENTER referred to in this Agreement.

Concessionaire shall not have authority, express or implied, to act on behalf of CRPD in any capacity whatsoever as an agent except as CRPD may specify in writing. Concessionaire shall have no authority, express or implied, pursuant to this Agreement, to bind CRPD to any obligation whatsoever.

AMENDMENT OF AGREEMENT

The terms of this Agreement may be modified only in writing by agreement by Concessionaire and CRPD. Any amendment shall be attached to this Agreement.

NEGATION OF PARTNERSHIP

CRPD shall not become or be deemed a partner or joint venture with Concessionaire because of the provisions of this Agreement.

AGREEMENT TO BIND SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit and bind successors and assigns of the respective parties hereto.

PARAGRAPH HEADINGS

The paragraph headings are titles to the paragraphs of this Agreement and are inserted for reference only, and are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

COMPLETE AGREEMENT

This instrument contains all the agreements and covenants made between the parties to this Agreement and may not be modified orally or in any other manner than by agreement in writing signed by all the parties to this Agreement or their respective successors or assigns.

SERVICE OF NOTICE

Any notice to, or demand upon CRPD or Concessionaire required or permitted to be made under the provisions of this Agreement or any provisions of law, shall be given or made by registered mail, postage prepaid and addressed as follows until changed:

CORDOVA RECREATION AND PARK DISTRICT
2729 Prospect Park Drive #230
Rancho Cordova, CA 95670

TIME

Time is of the essence of this Agreement and all that is herein contained.

IN WITNESS WHEREOF, the CORDOVA RECREATION AND PARK DISTRICT has caused this concession Agreement to be executed on its behalf by the District Administrator, and [Concessionaire Name] has executed this Agreement that day and year first above written.

CORDOVA RECREATION AND PARK DISTRICT

Patrick Larkin
District Administrator

CONCESSIONAIRE

By:

EXHIBIT A: Deed and Legal Description

EXHIBIT B: “Request for Proposals for the Development and Operations of the Cordova Shooting Center” published February 22, 2018

EXHIBIT C: Concessionaire’s Proposal (with modifications as required and clearly noted and approved by both parties)

EXHIBIT D: Concessionaire’s Proposed Facility Upgrades, Itemized Cost Estimate, and Funding Plan (with modifications as required and clearly noted and approved by both parties)

APPENDIX B: NRA SHOOTING CENTER BEST MANAGEMENT PRACTICES,
LATEST EDITION
(By Reference)

APPENDIX C: PROPERTY DEED

QUITCLAIM DEED

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Director, Bureau of Outdoor Recreation, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 337), as amended; and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises as and for public park and public recreation area purposes, by the Cordova Recreation and Park District (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, all Grantor's right, title and interest in and to the following described property located in Sacramento County and consisting of approximately 75.7 acres:

All that certain parcel of land described as Parcel No. 3 in Deed to the United States of America recorded August 8, 1940, in Book 837 at page 41, Official Records of Sacramento County, more particularly described as follows:

BEGINNING at an iron pipe monument on the Westerly boundary of that certain 2238.274-acre parcel as shown on the Record of Survey map recorded August 7, 1961, in Book 18 of Surveys at page 4, Records of Sacramento County (said point of beginning also being in the Easterly boundary of Tract 6 of the Division of the Joseph E. Fitzgerald 375.19-acre tract as shown on the map recorded October 28, 1921, in Book 2 of Surveys at page 31, Records of Sacramento County); THENCE from said point of beginning and along the Southwesterly boundary of said 2238.274-acre parcel S. 39° 44' E. 4094.3 feet to an iron pipe monument in the Southerly boundary of the Rancho Rio de los Americanos; thence Westerly along last said Southerly boundary 2107.6 feet to the Southeast corner of said Joseph E. Fitzgerald Tract; thence along the Easterly boundary of said Joseph E. Fitzgerald Tract N. 09° 15' W. 3173.0 feet to the point of beginning; containing 75.7 acres, more or less.

To Have and to Hold the hereinbefore described property, subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

The hereinbefore described property is granted by the Grantor to the Grantee subject to any and all outstanding easements for streets, utility systems, rights-of-way, railroads, pipelines, and/or covenants, restrictions, reservations, conditions, and agreements of record which now exist affecting the foregoing described premises.

The Grantor expressly excepts and reserves all oil, gas, and mineral rights and deposits in said land to the Grantor or to such person(s) as may be authorized by the Grantor to prospect, mine, and remove such deposits from the hereinbefore described property under applicable laws.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for conveyance to the Grantee.

It is Agreed and Understood by and between the Grantor and Grantee, and the Grantee by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application, submitted by the Grantee on September 16, 1976, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments will be added to and become a part of the original application.
2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.
3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.
4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for 10 consecutive reports and as further determined by the Secretary of the Interior.
5. If at any time the Grantor shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest in and to said premises, or part thereof determined to be necessary to said national defense, shall revert to and become the property of the Grantor.
6. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that: (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized

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to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; (6) this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns; and (7) the Grantor expressly reserves a right of access to and entrance upon, the above described property in order to determine compliance with the terms of this conveyance.

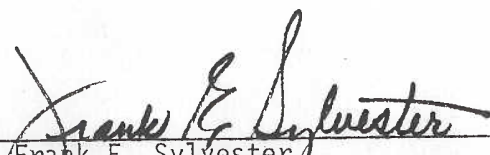
7. In the event that there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect;

8. In the event of reversion of title, the Grantee shall be required to provide protection and maintenance for the property until such time as the title reverts to the Grantor, including the period of any notice of intent to revert.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 14th day of October, 1977.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of the Interior

By


Frank E. Sylvester
Regional Director
Pacific Southwest Region
Bureau of Outdoor Recreation

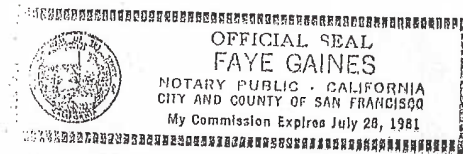
COUNTY OF SAN FRANCISCO)
) ss.
STATE OF CALIFORNIA)

On this 14th day of October, 1977, before me, Faye Gaines a Notary Public in and for the City and County of San Francisco, State of California, personally appeared Frank E. Sylvester, known to me to be the Regional Director, Pacific Southwest Region, Bureau of Outdoor Recreation, of the United States Department of the Interior, San Francisco, California, and acknowledged that he executed the within instrument on behalf of the United States of America, acting by and through the Secretary of the Interior.

Faye Gaines
NOTARY PUBLIC

My Commission Expires:

July 26, 1981



The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assure and be bound by all the obligations, conditions, covenants and agreements therein contained.

By Devere J. Davis
Devere J. Davis
Chairman of Board of Directors
Cordova Recreation and Park District

100053

APPENDIX D: PROPERTY MAP

Cordova Shooting Center
11551 Douglas Road, Rancho
Cordova, CA 95742

