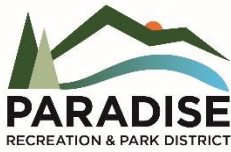


Paradise Recreation and Park District
6626 Skyway, Paradise, CA 95969
(530) 872-6393

Agenda Prepared:10/10/2022
Agenda Posted: 10/14/2022
Prior to: 5:00 p.m



**Paradise Recreation and Park District
Board of Directors - Special Meeting**
Terry Ashe Recreation Center, Room B
Wednesday, October 19, 2022, 3:00 p.m.

The public may listen to this meeting via computer or telephone. The public may submit comments prior to the meeting via email to BODclerk@paradisepprd.com before 1:00 p.m. on the day of the meeting and they will be read into the record. Please use the link to join the webinar: <https://us02web.zoom.us/j/84518561101?pwd=TXRZdUNPTk5MNFM1SWdvdzlmZENUQT09> Or via Telephone: Dial by your location: +1 669 900 9128 US (San Jose). Meeting ID: 845 1856 1101 Password: 6626

Members of the public may comment on Agenda items at the time the item is presented. Speakers may comment on items not listed on the Agenda under Public Comment. Comments should be limited to a maximum of three (3) minutes. State Law prohibits the PRPD Board of Directors from acting on items not listed on the agenda. Please notify the meeting clerk prior to the start of the meeting if you wish to be heard.

1. CALL TO ORDER

- 1.1. Pledge of Allegiance
- 1.2. Roll Call
- 1.3. Welcome Guests:
- 1.4. Special Presentations:

2. PUBLIC COMMENT

3. CONSENT AGENDA: NONE

4. COMMITTEE REPORTS: NONE

5. OLD BUSINESS

- 5.1. Approval of Agreements for Real Estate Donation and Sale of 1986 and 1966 Mountain View Drive, Paradise (McNally -Benoit Family Trust) – Staff and Recreation and Parks Committee seek approval of Agreements for 1966 Mountain View Drive (Unincorporated, APN: 053-280-008), 35.45 acres and 1986 Mountain View Drive (incorporated, APN: 053-280-009), 7.41 acres in Paradise, CA from the McNally-Benoit Family Trust. The unincorporated property will be sold for \$100,000 with the balance donated. The District’s legal counsel have reviewed the agreements. Additional BOD action will be required to authorize the completion and acceptance of the properties. **Recommendation:** *Approval of agreement as presented and direction to staff to pursue additional*

6. NEW BUSINESS: NONE

7. REPORT: NONE

8. CLOSED SESSION: NONE

9. BOARD COMMENT

10. ADJOURNMENT

Adjourn to the next regular meeting on 11/9/2022at 6:00 p.m., in Conference Room B, at the Terry Ashe Recreation Center (6626 Skyway, Paradise, California).



In accordance with the Americans with Disabilities Act, if you need a special accommodation to participate in the meeting, please contact the District Administrative Office at 530-872-6393 or info@paradisepprd.com at least 48 hours in advance of the meeting.

This institution is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Staff Report

October 19, 2022



DATE: 10/13/2022
 TO: Board of Directors (BOD)
 FROM: Dan Efseaff, District Manager
 SUBJECT: Approval of Agreements for Real Estate Donation and Sale of 1986 and 1966 Mountain View Drive, Paradise (McNally -Benoit Family Trust)

Summary

Staff and Recreation and Parks Committee seek BOD approval of Agreements for 1966 Mountain View Drive (Unincorporated, APN: 053-280-008), 35.45 acres and 1986 Mountain View Drive (incorporated, APN: 053-280-009), 7.41 acres in Paradise, CA from the McNally-Benoit Family Trust. The unincorporated property will be sold for \$100,000 with the balance donated. The District's legal counsel have reviewed the agreements. **Recommendation:** *Approval of agreement as presented.*

1. Background

At the May 8, 2019 meeting, the BOD provided direction to staff to examine opportunities to expand or enhance existing District properties and seek new park properties that meet multiple objectives including fire protection and recreation. The District has been diligently pursuing properties to meet these efforts over the past few years.

Starting in 2019, staff begin conversations with Joe McNally and Anne Benoit. The conversations covered fire safe plans, fuels management, and the potential long-term disposition of the properties identified above (Attachment A).

The property overlooks the West Branch of the Feather downstream and opposite of Griffin Gulch. The former Feather River Hospital Campus is within sight of the property. The property meets multiple District goals and provides expansive views of the West Branch of the Feather Canyon. The site has level areas and infrastructure that remained or has been rebuilt following the Camp Fire. The site size is sufficient to provide a variety of recreational and other activities and the District will seek input from the landowner to develop interim site management plans. Access to the site is well-established from 2 different roads.

As a former fire-fighter and active land manager of his property, Mr. McNally has done a commendable job working with neighbors and partners such as the Butte Fire Safe Council to reduce fire risks and establish improved fire access across properties and sharing access information to the Fire Agencies. The site has a long history of serving the community as it was once home to a beloved Christmas Tree Farm. Mr. McNally supports the concepts associated with the concept of a buffer to reduce fire risks to the community.

An appraisal was completed in April 2020 (for \$200,000); however, the timing was not right to proceed and the conversation continued to evolve. The full BOD has been keep apprised of progress of the negotiations (for example at the 8/10/2022 meeting), as well as the Recreation and Park Committee. The conversations have matured to the point of formalizing the arrangements into agreements on the 2 parcels. They may be summarized as follows:

- REAL ESTATE SALE (\$100,000) AND DONATION AGREEMENT (Attachment B)
 - 1966 Mountain View Drive, unincorporated area of Butte County, California, Accessor's Parcel Number (APN) 053-280-008, approximately 35.45 acres.
- REAL ESTATE DONATION AGREEMENT (Attachment C)
 - 1986 Mountain View Drive, Paradise, California, Accessor's Parcel Number (APN) 053-280-009, approximately 7.41 acres.

The debris removal from structures following the Camp Fire are complete as well as removal of hazard trees and fuels. The site appears compliant with current vegetation requirements, although that will be vetted as part of the due diligence on the property.

2. Fiscal Impact

Grant funding from The Nature Conservancy covered the costs of District required due diligence documents and partial staff time. The land will add to overall District land assets. While the District will incur costs in development, the District has been committed to pursuing park development grants. This site is adequately sized and has some compelling

assets to support a park and other facilities, and maintenance. In the meantime, may serve as opportunities for other uses. These may provide unique event rental revenue opportunities, which may partially off-set maintenance costs.

3. Committee Recommendation

At the scheduled Recreation and Park Committee meeting on September 27, 2022, staff presented information related to the potential transactions related to the properties. The Committee provided enthusiastic support and preliminary direction to sign the agreements.

4. Permits and Environmental Review

The acquisition, sale, or other transfer of land to establish a park is exempt under CEQA. Any future development of the site may require Butte County Building Permits or review, but investment into infrastructure at the new property is anticipated to be minimal such as, portable restroom, trash/recycling bin, water, gravel parking area, and signage.

Available due diligence documents are available online at : <https://www.paradisepd.com/public-documents>.

5. Discussion

The agreements allow for clear direction to staff toward the completion of due diligence on the properties (for example, appraisal on APN 053-280-008).

Because of the history, location, condition, and available assets, staff recommends approval of this request. BOD action will be required to authorize any additional legally binding agreements (to accept the bequeathing of property and if purchase agreements are needed), funding, and acceptance of the properties. Notably the title will need to be re-issued at the time of transfer if sufficient time has passed.

Attachments:

- A. Property Briefing Report
- B. Real Estate Sale And Donation (APN 053-280-008) Agreement Between The Paradise Recreation And Park District And McNally-Benoit Family Trust
- C. Real Estate Donation (APN 053-280-009) Agreement Between The Paradise Recreation And Park District And McNally-Benoit Family Trust

C:\Users\dan\Documents\Dan\Admin\BOD_Report(full)_template_17_0731.docx
10/14/2022

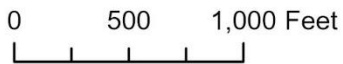
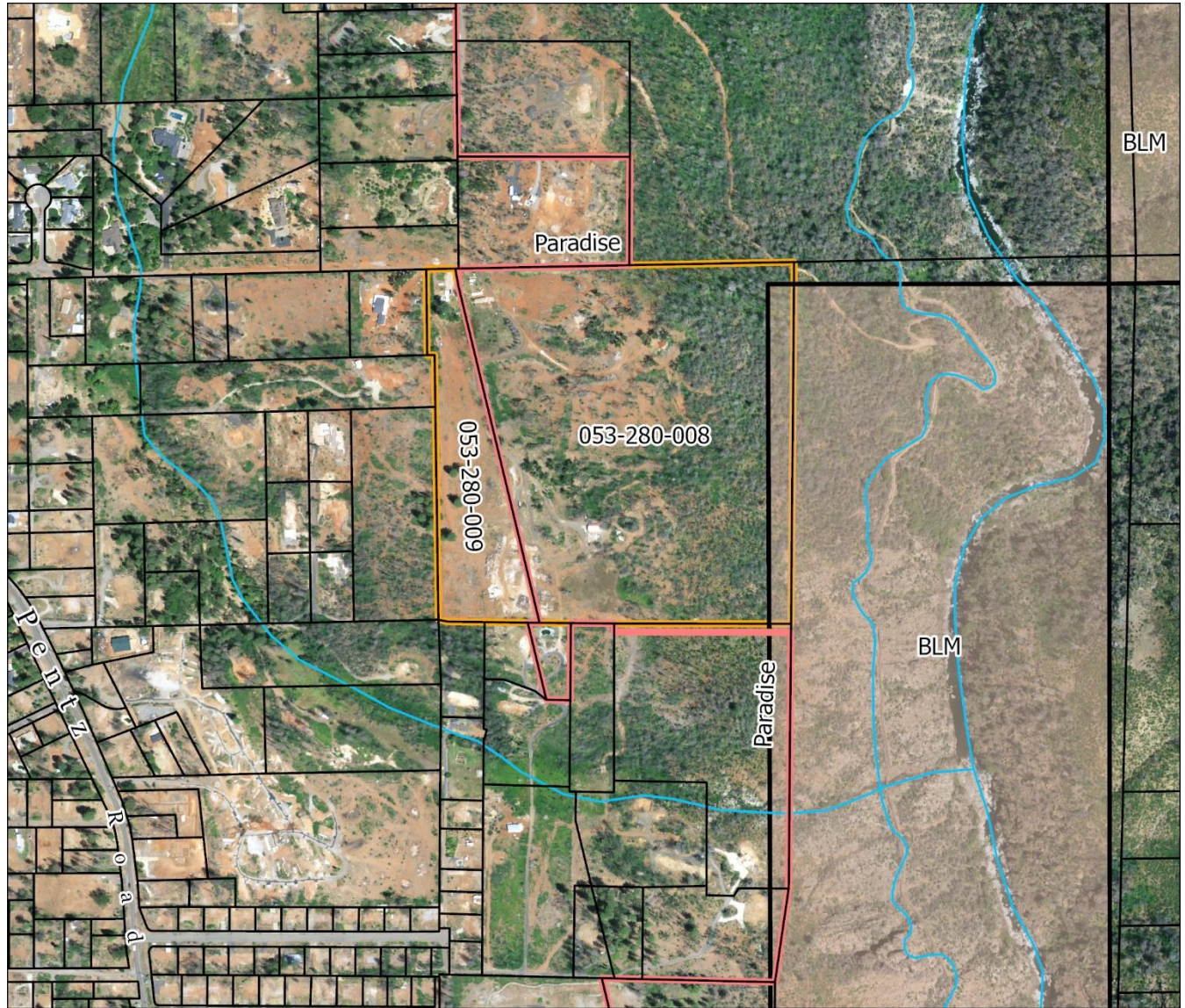
Memo



Date: 7/6/2022
 To: PRPD Board of Directors
 From: Dan Efseaff, District Manager
 CC:
 Subject: **McNally-Benoit Property Briefing**

<u>Location</u>	1986 and 1966 Mountain View Drive, Paradise
<u>Size</u>	41.4 acres (total)
<u>APNs</u>	053-280-008: 34.1 acres (Butte County) 053-280-009: 7.3 acres (Paradise)
<u>Owner</u>	McNally-Benoit Family Trust
<u>Jurisdiction</u>	Paradise and Butte County
<u>Zone</u>	Parcel -008 (Butte County): AG-160 Parcel -009 (Paradise): AR-3
<u>General Plan</u>	Parcel -008 (Butte County): AG Parcel -009 (Paradise): Agriculture Residential
<u>Improvements</u>	Well, septic system, electricity; currently has a manufactured home, outbuildings and a single-family home is proposed on Parcel -009. Accessible from Billie Road via Mountain View Drive.
<u>Easements</u>	TBD
<u>Topography</u>	Moderately to steeply downward slope towards east (West Branch Feather River canyon) with a more level and cleared ~1.5-acre portion at the southwest corner.
<u>Condition</u>	Burned over in Camp Fire; largely cleared of debris and dangerous trees. Some surviving scrub oaks, pines and regrowth of brush. Property is not fenced. Soils are poorly suited to agricultural use and restricted to limited grazing. A
<u>Transaction</u>	Donation to District
<u>Appraisal</u>	TBD (one completed on 4/28/2020)
<u>Title Report</u>	Completed
<u>Phase 1 Environmental Report</u>	Completed
<u>Land Survey</u>	Completed

The McNally-Benoit property is along the Sunrise Rim area overlooking the West Branch Feather River canyon. Slopes with an east to southeast aspect vary from moderate at the top to steep towards the bottom. The property abuts BLM land in the canyon, providing potential trail connectivity with the Miocene Canal and the Concow Basin. In addition, the property's size is suitable for a pilot project on how to rehabilitate lands burned in the Camp Fire in an ecologically sound and fire-safe manner. The owner has indicated he wishes to remain in a dwelling (under construction) on Parcel -009 until his passing



McNally-Benoit Family Trust



**REAL ESTATE SALE AND DONATION (APN 053-280-008) AGREEMENT
BETWEEN THE PARADISE RECREATION AND PARK DISTRICT AND
MCNALLY-BENOIT FAMILY TRUST**

This Agreement (the “Agreement”) is executed on the date last set forth below opposite the parties’ signatures by and between McNally-Benoit Family Trust (the “Trust”) and Paradise Recreation and Park District, a California recreation and park district (the “District”) and is based on the following facts:

A. The Trust owns all of that certain real property situated in the unincorporated area of Butte County, California, commonly known as Butte County Accessor’s Parcel Number (APN) 053-280-008, consisting of approximately 35.45 acres (the “Property”).

B. The District is a California recreation and park district formed under California Public Resources Code Sections 5780, *et seq.*, whose Employer Identification Number is 94-600-3009.

C. The District and Trust shall consummate the sale and donation of the Property to the District for use by the District for public recreation and park purposes through a combined sale and donation. The Trust and the District acknowledge that the Trust is seeking a total sale price of \$100,000 for the Property with the remaining value between \$100,000 and the Property’s total value as determined by a fair market appraisal to constitute a donation by the Trust to the District.

D. In order to determine whether or not it can accept the Property for public recreation and park purposes, the District first must obtain, at its sole cost and expense, and approve, in its sole and absolute discretion, such reports, analyses, and studies it deems necessary or appropriate (collectively, “the Reports”), which may include, but not limited to, the following: (1) a preliminary title report of the Property; (2) a Phase One Environmental Assessment of the Property; (3) a survey of the Property; and (4) an appraisal of the Property (the “Appraisal”). The Reports shall be obtained by the District within three months of the execution of this AGREEMENT unless, in the event of unforeseen circumstances, an extension in time is mutually agreed upon by the Trust and District.

E. Trust acknowledges that District will incur substantial expense in obtaining the Reports that it otherwise would not incur but for its reliance upon this AGREEMENT and the agreement of the Trust to sell and transfer the Property to the District for public recreation and park purposes.

F. District acknowledges the Trust's interest in providing advice and support for the short-term management of the Property. Within six months of the completion of the property transfer, the District will seek Trust input to develop an interim management plan to describe uses, maintenance, and immediate improvements of the Property. The District will seek long-term funding and resources to maintain and develop recreational resources and fuels management on the Property.

In consideration of the foregoing facts and of the mutual conditions, covenants, and agreements set forth below, the Trust and the District agree as follows:

1. **Trust Sale of Property.** Subject to satisfaction of the condition precedent discussed in Section 2 below, the Trust hereby agrees to sell and donate and transfer the Property to the District for District's use of the Property for public recreation and park purposes. Subject to satisfaction of the condition precedent set forth in Section 2 below, District shall accept the Property in its "AS-IS" condition without reliance on any representations or warranties of the Trust relating thereto, save and except the Trust's representation that is the sole owner of the Property with the full right and authority to sell and transfer it to the District.

2. **Condition Precedent.** The District shall provide copies of the Reports to the Trust upon its receipt of the same. The District shall have 45 days from the date it receives the last of the Reports to be delivered to it in which to inform the Trust in writing that it accepts the sale and donation of the Property in the condition of the Property described in the Reports and not on the basis of any representations and/or warranties made by the Trust as to the Property or the condition thereof. The Trust understands and agrees that purchase of the Property by the District from the Trust is conditioned expressly upon the District's receipt, review, and acceptance of the Reports, which acceptance shall be in the sole and absolute discretion of the District. In the event the District does not accept the sale and donation of the Property to it for any reason other than a material concern as to title to or the condition of the Property noted in any of the Reports, the District shall bear at its sole cost and expense all costs for the preparation, and completion of the Reports. If, however, the Trust withholds the transfer of property or if the District does not accept the sale and donation of the Property from the Trust due to any such material concern set forth in any of the Reports,

including, without limitation, a condition preventing use of the Property for public recreation and park purposes, a condition suggesting uncertainty as to title to or the legal description of the Property, a condition suggesting the presence of hazardous substances on any of the Property, and such other material concerns affecting the District's use of the Property for public recreation and park purposes, the Trust shall reimburse the District for one-half the costs of the Reports. Said reimbursement shall not exceed a cost of \$4,500.

3. **Sale and Donation of Property.** Upon satisfaction of the above condition precedent, the District shall open an escrow with Mid Valley Title and Escrow Company, 6848 Skyway, # D, Paradise, CA (the "Escrow") to facilitate consummation of the sale and donation and transfer of the Property to it. Subject to Section 5, below, the District shall be solely responsible for and pay any and all fees and costs incurred in connection therewith.

4. **Time Limit to Consummate Sale and Donation.** The District shall consummate the sale and donation of the Property within 12 months of satisfaction of the above condition precedent, with the possibility of a mutually agreed upon extension beyond 12 months should it be necessary to obtain funding for the purchase and management of the Property.

5. **Failure to Consummate Sale and Donation.** In the event the Trust for any reason other than those discussed in Section 2 above fails prior to consummate of the sale and donation and transfer of the Property to the District pursuant to the terms hereof within 12 months after satisfaction of the above condition precedent, the Trust shall reimburse the District for any and all costs incurred by the District in obtaining the Reports as well as its costs and expenses, including reasonable attorney's fees incurred by it in connection with preparation hereof, the review of the Reports, and the sale and donation and transfer of the Property up to the time such failure by the Trust, including any fees and costs of the Escrow.

6. **Right to Enter Upon Property.** Pursuant to this AGREEMENT, the Trust grants the District, its directors, officers, employees, agents, and contractors, and each of them (collectively, the "Authorized Individuals") the right to enter upon the Property for purposes of inspecting the Property and conducting the work necessary for the preparation of the Reports and each of them. In consideration therefor, the District agrees to indemnify and hold the Trust free and harmless from any and all claims,

demands, actions, causes of actions, injuries, damages, liability, and/or judgments arising out of or any way connected with any entry upon the property by any of the Authorized Individuals. Additionally, should access by any of the Authorized Individuals result in damage to the Property, the District shall, at its sole cost and expense, restore to the extent reasonably possible, the Property to the condition it was in immediately preceding such damage.

7. **Attorney’s Fees and Costs.** Should any dispute or disagreement arise among the Trust and the District over the terms, conditions, and/or interpretation of this AGREEMENT, the prevailing party thereto shall be entitled to recover from the other party, in addition to its damages arising therefrom, its attorney’s fees in enforcing the provisions hereof.

8. **Binding Agreement.** While the Trust and the District shall prepare a more complete agreement evidencing the sale and donation and transfer of the Property by the Trust to the District pursuant to Section 1 and the provisions hereof, the Trust and the District agree that this AGREEMENT shall be fully binding upon the parties hereto and may be enforced in an action filed in Butte County Superior Court if necessary to enforce the terms hereof.

Executed in Butte County, California on the dates set forth below opposite the parties’ signatures below.

TRUST:

October 3, 2022
Date

By: _____
Joseph P. McNally, Trustee

October 3, 2022
Date

By: _____
Anne Benoit, Trustee

DISTRICT:

Paradise Recreation and Park District, a California recreation and park district

October 3, 2022
Date

By: _____
Dan Efseaff, District Manager

https://paradisepprd.sharepoint.com/sites/ProjectDevelopment/Shared Documents/0.Acquisitions/_Properties/1.Paradise/Sunrise.Rim/McNally/MOU/McNally-Benoit_Trust_Agreement.Real.Estate.Sale_22.0930_Redline.docx
Revised: 10/3/2022

**REAL ESTATE DONATION (APN 053-280-009) AGREEMENT
BETWEEN THE PARADISE RECREATION AND PARK DISTRICT AND
MCNALLY-BENOIT FAMILY TRUST**

This Agreement (the “AGREEMENT”) is executed on the date last set forth below opposite the parties’ signatures by and between McNally-Benoit Family Trust (the “Trust”) and Paradise Recreation and Park District, a California recreation and park district (the “District”) and is based on the following facts:

A. The Trust owns all of that certain real property situated in the Town of Paradise, Butte County, California, commonly known as Butte County Accessor’s Parcel Number (APN) 053-280-009, consisting of approximately 7.41 acres (the “Property”).

B. The District is a California recreation and park district formed under California Public Resources Code Sections 5780, *et seq.*, whose Employer Identification Number is 94-600-3009.

C. Upon the deaths of Trustees Anne Benoit and Joseph P. McNally, the Trust wishes to gift, transfer, and contribute the Property to the District for use by the District for public recreation and park purposes.

D. In order to determine whether or not it can accept the Property for public recreation and park purposes, the District first must obtain, at its sole cost and expense, and approve, in its sole and absolute discretion, such reports, analyses, and studies it deems necessary or appropriate (collectively, “the Reports”), which may include, but not limited to, the following: (1) a preliminary title report of the Property; (2) a Phase One Environmental Assessment of the Property; and (3) a survey of the Property. The Reports shall be obtained by the District within three months of the execution of this AGREEMENT. The Trust and the District acknowledge that any one or all of the Reports may need to be prepared again at the time of Trustees’ deaths and prior to a subsequent transfer of the Property to ensure that the condition precedent discussed in Section 2 below remains satisfied.

E. Trust acknowledges that District will incur substantial expense in obtaining the Reports that it otherwise would not incur but for its reliance upon this AGREEMENT and the agreement of the Trust to gift, transfer, and contribute the Property to the District for public recreation and park purposes.

F. District acknowledges the Trust's intent to complete construction of a home and to occupy and provide advice and support for the short-term management of the property. Therefore, District will seek Trust input to initiate an interim management plan for the property. Within six months of the completion of the property transfer, the District will seek Trust input to develop an interim management plan to describe the use, maintenance, and immediate improvements of the Property. The District will seek funding and resources to maintain and develop recreational resources and fuels management on the Property.

In consideration of the foregoing facts and of the mutual conditions, covenants, and agreements set forth below, the Trust and the District agree as follows:

1. **Trust Gift of Property.** Subject to satisfaction of the condition precedent discussed in Section 2 below, the Trust hereby agrees to gift, transfer, and contribute the Property to the District for District's use of the Property for public recreation and park purposes. Subject to satisfaction of the condition precedent set forth in Section 2 below, the Trust and District shall prepare a a more complete agreement evidencing the transfer and contribution of the Property by the Trust to the District pursuant to the provisions hereof and assuring the District that any successor trustee to Trust is bound to make the transfer after the Trustees are deceased. The District shall accept the Property in its "AS-IS" condition without reliance on any representations or warranties of the Trust relating thereto, save and except the Trust's representation that is the sole owner of the Property with the full right and authority to gift, transfer, and contribute it to the District.

2. **Condition Precedent.** The District shall provide copies of the Reports to the Trust upon its receipt of the same. The District shall have 30 days from the date of the deaths of the Trustees in which to inform the Trust in writing that it accepts the gift of Property in the condition of the Property described in the Reports and not on the basis of any representations and/or warranties made by the Trust as to the Property or the condition thereof. However, if the District should determine that one or additional Reports are necessary at the time of the deaths of the Trustees, the District shall then have 45 days from the date it receives the last of the Reports to be delivered to it in which to inform the Trust in writing that it accepts

the gift of Property in the condition of the Property described in the Reports and not on the basis of any representations and/or warranties made by the Trust as to the Property or the condition thereof. The Trust understands and agrees that acceptance of the Property by the District from the Trust is conditioned expressly upon the District's receipt, review, and acceptance of the Reports, including such additional Reports as may be necessary at the time of the Trustees' deaths, which acceptance shall be in the sole and absolute discretion of the District, as well as the parties' mutual agreement as to the Trust's desire to continued occupancy of the property. In the event the District does not accept the transfer and contribution of the Property to it for any reason other than a material concern as to title to or the condition of the Property noted in any of the Reports, the District shall bear at its sole cost and expense all costs for the preparation, and completion of the Reports. If, however, the Trust withholds the transfer of property or if the District does not accept the gift of the Property from the Trust due to any such material concern set forth in any of the Reports, including, without limitation, a condition preventing use of the Property for public recreation and park purposes, a condition suggesting uncertainty as to title to or the legal description of the Property, a condition suggesting the presence of hazardous substances on any of the Property, and such other material concerns affecting the District's use of the Property for public recreation and park purposes, the Trust shall reimburse the District for one-half the costs of the Reports. Said reimbursement shall not exceed a cost of \$3,000.

3. **Gift of Property.** Upon satisfaction of the above condition precedent, the District shall open an escrow with Mid Valley Title and Escrow Company, 6848 Skyway, # D, Paradise, CA (the "Escrow") to facilitate consummation of the gift and transfer of the Property to it. Subject to Section 4, Below, the District shall be solely responsible for and pay any and all fees and costs incurred in connection therewith.

4. **Failure to Consummate Gift.** In the event the Trust for any reason other than those discussed in Section 2 above fails to consummate the gift, transfer, and contribution of the Property to the District pursuant to the terms hereof within six months after satisfaction of the above condition precedent, the Trust shall reimburse the District for any and all costs incurred by the District in obtaining the Reports

as well as its costs and expenses, including reasonable attorney's fees incurred by it in connection with preparation hereof, the review of the Reports, and the gifting and transfer of the Property up to the time of such failure by the Trust, including any fees and costs of the Escrow.

5. **Right to Enter Upon Property.** Pursuant to this AGREEMENT, the Trust grants the District, its directors, officers, employees, agents, and contractors, and each of them (collectively, the "Authorized Individuals") the right to enter upon the Property for purposes of inspecting the Property and conducting the work necessary for the preparation of the Reports and each of them. In consideration therefor, the District agrees to indemnify and hold the Trust free and harmless from any and all claims, demands, actions, causes of actions, injuries, damages, liability, and/or judgments arising out of or any way connected with any entry upon the property by any of the Authorized Individuals. Additionally, should access by any of the Authorized Individuals result in damage to the Property, the District shall, at its sole cost and expense, restore to the extent reasonably possible, the Property to the condition it was in immediately preceding such damage.

6. **Attorney's Fees and Costs.** Should any dispute or disagreement arise among the Trust and the District over the terms, conditions, and/or interpretation of this AGREEMENT, the prevailing party thereto shall be entitled to recover from the other party, in addition to its damages arising therefrom, its attorney's fees in enforcing the provisions hereof.

7. **Binding Agreement.** While the Trust and the District shall prepare a more complete agreement evidencing the transfer and contribution of the Property by the Trust to the District pursuant to Section 1 and the provisions hereof, the Trust and the District agree that this AGREEMENT shall be fully binding upon the parties hereto and may be enforced in an action filed in Butte County Superior Court if necessary to enforce the terms hereof.

Executed in Butte County, California on the dates set forth below opposite the parties' signatures below.

TRUST:

October 3, 2022
Date

By: _____
Joseph P. McNally, Trustee

October 3, 2022
Date

By: _____
Anne Benoit, Trustee

DISTRICT:

Paradise Recreation and Park District, a California recreation and park district

October 3, 2022
Date

By: _____
Dan Efseaff, District Manager

https://paradisepd.sharepoint.com/sites/ProjectDevelopment/Shared Documents/0.Acquisitions/_Properties/1.Paradise/Sunrise.Rim/McNally/MOU/McNally-Benoit_Trust_Agreement.Real.Estate.Donation_22.0930_Redline.docx

Revised: 10/3/2022