

**EXHIBIT "B" TO GRANT DEED**

**COVENANTS OF ACCEPTANCE  
(OPEN SPACE AGREEMENT)**

1. City hereby confirms, represents and warrants that: (a) City has a commitment to protecting and maintaining the Property as its General Plan designation of Parks and Open Space Recreational ("**Open Space**"); (b) preserving the Property as Open Space will provide a significant public benefit; (c) the donation of the Property is for the scenic and other enjoyment of the general public; and (d) the donation of the Property furthers City's general plan and other policies or goals related to Open Space.

2. In consideration of the mutual covenants, terms, conditions, and restrictions contained in the Deed and in that separate Real Property Donation Agreement made between Grantor and City, Grantor agrees to voluntarily grant and convey to City and its successors or assigns, as appropriate, the Property, subject to the terms and conditions set forth in this Exhibit B (the "**Open Space Agreement**"). This Open Space Agreement shall run with the Property and be binding on City's successors and assigns, and other occupiers or users of the Open Space or any portion of it. All references herein to "City" shall mean and refer to City, and its successors and assigns.

3. The purposes of this Open Space Agreement are (a) to provide that the City and its successors will be required in perpetuity to preserve the Property in its Natural Condition (defined below) for the scenic enjoyment and outdoor recreation of the public; and (b) to prohibit the use of the Property in a manner that will impair or interfere with the conservation values of the Property (the "**Purpose**"). In furtherance of the foregoing Purpose, the City shall make the Property available to the public for scenic enjoyment and outdoor recreation; provided, however, that the City may impose limitations on public access, similar to other City park and recreational facilities, that may be necessary for public health and safety or conservation purposes. The City further agrees that in no event shall the Property be used for (i) any commercial purposes or activities; (ii) any mining, mineral extraction, oil or gas drilling; or (iii) the construction of any police station, school or other government building not directly related to and necessary for the preservation of the Natural Condition. Without limiting the generality of the foregoing, no commercial activity that is unrelated to the scenic enjoyment of the public shall be allowed on the Property, and no governmental activities other than those relating to the preservation and maintenance of the Natural Condition, and the public's enjoyment thereof, shall be permitted on the Property. The term "Natural Condition" shall mean a natural, undeveloped condition where any development or operations are consistent with its "open space" character (e.g. consistent with the City of Corona General Plan designation of "Parks and Open Space Recreational" as of the date the Open Space Agreement was approved) and designed to promote the natural state of the land, the scenic enjoyment thereof, and outdoor recreation. The Natural Condition shall not preclude the City from constructing public restrooms or other park or outdoor-recreation facilities.