



**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

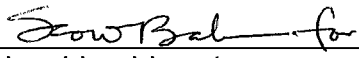
FROM: Transportation and Land
Management Agency

SUBMITTAL DATE: June 9, 2003

SUBJECT: Memorandum of Understanding with Sunny Sage LLC

RECOMMENDED MOTION: That the Board of Supervisors Approve the attached Memorandum of Understanding between Sunny Sage LLC, and the County of Riverside, and authorize the Chairman to sign the attached Memorandum of Understanding

BACKGROUND: The Economic Development Agency negotiated the attached Memorandum of Understanding with Sunny Sage LLC. The Memorandum of Understanding addresses several key issues pertaining to the conservation of land within the proposed Temescal Hills Specific Plan No. 327. The subject land is located east of Interstate 15 and north of Lee Lake in the Temescal Canyon area. The intent of the Memorandum of Understanding is to outline a conservation envelope for the subject Specific Plan that would be found consistent with the Draft Multi-Species Habitat Conservation Plan (MSHCP) and that would allow for viable economic development of the property. The Specific Plan would, of course, still be subject to the review and approval of the Planning Commission and the Board of Supervisors.
(Attachment)



Richard Lashbrook
TLMA Director

- Consent
- Policy
- Consent
- Policy

FINANCIAL DATA:
CURRENT YEAR COST N/A
NET COUNTY COST N/A

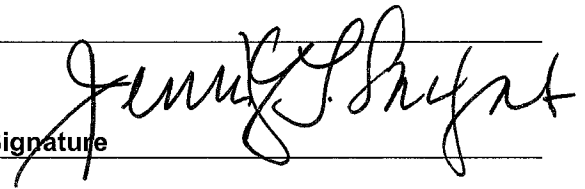
ANNUAL COST: To be determined
IN CURRENT YEAR BUDGET: Yes/ No/
BUDGET ADJUSTMENT FY: Yes/ No/

SOURCE OF FUNDS:

C.E.O. RECOMMENDATION:

APPROVE

County Executive Officer Signature



- Department Recommendation:
- Per Executive Office:

Prev. Agn. ref.

Dist. 1-5

AGENDA NO.

3.54

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF RIVERSIDE AND SUNNY SAGE LLC WITH RESPECT TO
THE DRAFT TEMESCAL HILLS SPECIFIC PLAN NO. 327 IN THE UNINCORPORATED
COUNTY OF RIVERSIDE

The County of Riverside, a political subdivision of the State of California, herein called "County", and Sunny Sage LLC, herein called "Owner", do hereby enter into the following Memorandum of Understanding ("MOU") with respect to the following:

A. The County is currently undertaking a comprehensive land use, transportation, and habitat conservation planning effort, commonly referred to as the Riverside County Integrated Project ("RCIP").

B. A major objective of RCIP is to facilitate orderly economic development throughout Western Riverside County by setting aside land for habitat conservation through the implementation of a proposed Multi-Species Habitat Conservation Plan (MSHCP).

C. The Owner owns, or has a controlling interest, in property totaling approximately 960 acres in the unincorporated County of Riverside.

D. The Owner desires to develop his property to its highest and best use.

E. The County and the Owner desire to work cooperatively to facilitate orderly economic development and habitat conservation on the Owner's property.

NOW, THEREFORE, the parties do hereby set forth their mutual representations, commitments, and understandings regarding the following:

1. Location of Owner's property. The Owner owns, or has a controlling interest, in property totaling approximately 960 acres. The subject property is located east of Interstate 15 and north of Lee Lake, and is more particularly depicted on the attached Exhibit "A".

2. Conservation Envelope on Owner's Properties. It is the County's intent to seek habitat conservation on the subject property. The general conservation envelope for the subject property is shown on Exhibit "A" and is intended to total approximately 580 acres. The actual width of any habitat conservation areas will be as mutually agreed to by the County and the Owner. In order for the project to be found consistent with the MSHCP, an additional 445 acres of land may need to be conserved, east of the subject site, as shown on Exhibit "A". The County is negotiating to purchase the additional 445 acres and intends to use public funds to complete the purchase. The County believes that the owner's fair share contribution would be approximately \$331,500. The owner agrees to pay this amount to the County prior to issuance of building permits, in addition to the normal MSHCP fees for the Temescal Hills Specific Plan. The \$331,500 and the MSHCP fees are intended to be used by County for acquisition of real property for habitat conservation. If the Owner's proposed specific plan, Temescal Hills specific Plan No. 327, is consistent with the general conservation envelope shown on Exhibit "A", and the owner pays the fair share fees and MSHCP fees described herein, the County would be prepared, if appropriate, to make a finding of consistency with the draft MSHCP.

3. Incentives. The County proposes no cash incentives, fee credits or compensation for habitat conservation areas set aside on the Owner's property, as the County believes that the proposed habitat conservation areas would be set aside as part of the normal development review process and should therefore be dedicated to the Public at no charge.

4. California Environmental Quality Act (CEQA). The Owner understands that any projects Owner proposes on Owner's properties are subject to review under CEQA. The Owner shall assume responsibilities for any mitigation measures required of Owner, pursuant to CEQA.

5. Infrastructure. The Owner understands Owner is wholly responsible for any infrastructure necessary to develop Owner's projects. The infrastructure may include, but not be limited to, road widening, road building, utility extensions, utility construction, grading, and installation of traffic signals.

6. Planning Review. The Owner understands that any projects Owner may propose are subject to review by the appropriate planning agencies. The term planning agencies is meant to be interpreted broadly to include the local Planning Department, Building Department, the Fire Department, the Flood Control District, and similar such agencies that comprise the normal development review process. Nothing in this MOU is intended to preclude normal review of the Owner's development plans by the appropriate planning agencies, Boards, or Commissions, nor the reasonable implementation of approved conditions.

7. Laws and Regulations. The Owner will comply with all applicable Federal, State, and County laws and regulations.

8. This MOU is intended to be a non-binding statement of agreement by the parties hereto. The parties understand that a variety of actions and/or agreements may be required to implement the intent hereof.

IN WITNESS WHEREOF, the parties have executed this MOU as of this _____ day of _____, 2003.

COUNTY OF RIVERSIDE

SUNNY SAGE LLC

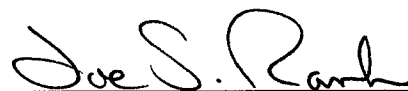
By: _____
Chairman
Board of Supervisors

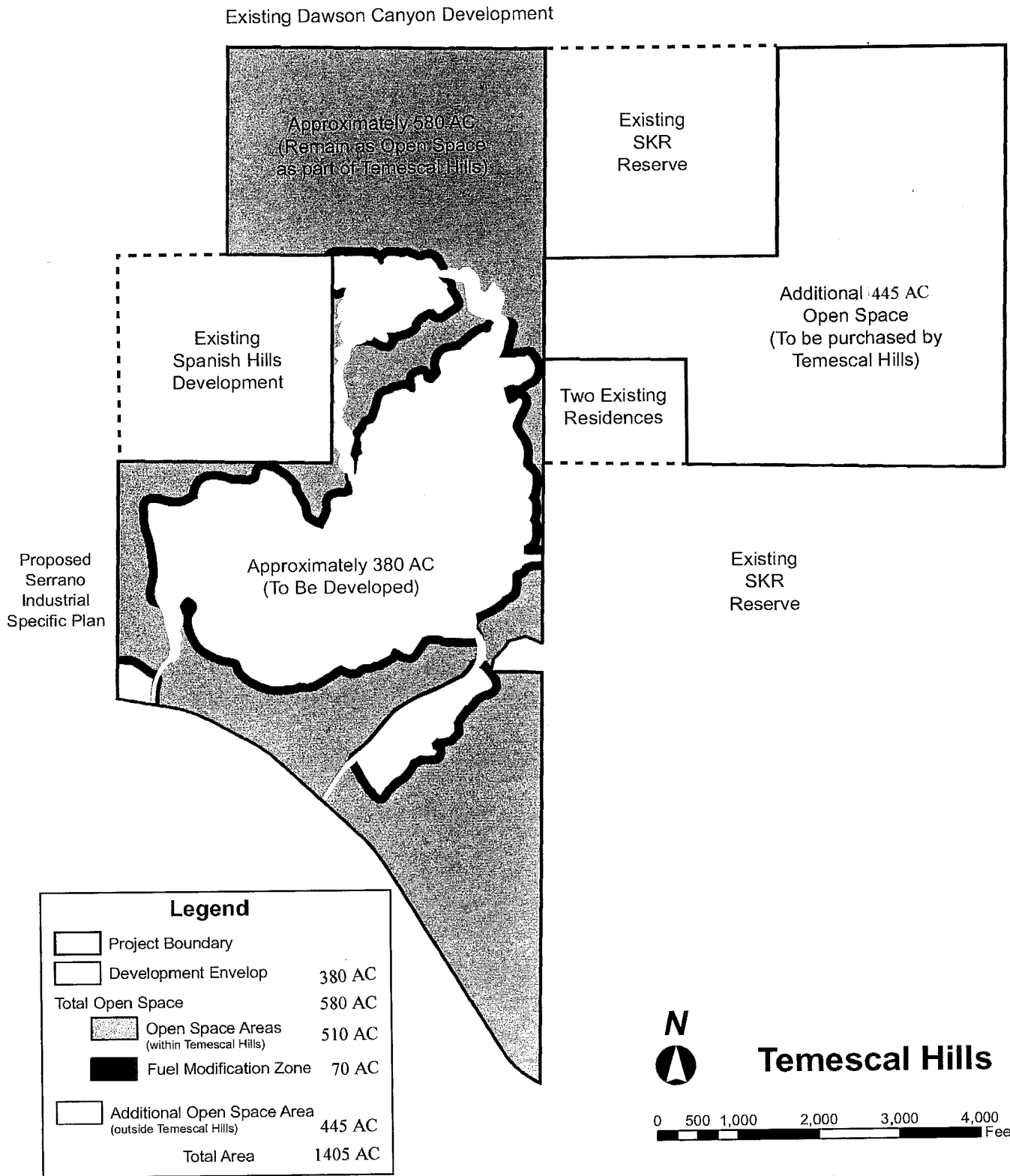
By: 
Insook Yoo
Managing Member

ATTEST:
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
County Counsel

By: 
Assistant



Trans-Pacific Consultants

EXHIBIT A