



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

328



FROM: Regional Park & Open-Space District

SUBMITTAL DATE:
11/30/09

SUBJECT: Conveyance Agreement between the Riverside County Regional Park and Open-Space District and the City of Riverside

RECOMMENDED MOTION: That the Board:

1. Approves the Conveyance Agreement between the City of Riverside and the Riverside County Regional Park and Open-Space District (Park District) whereby the Park District will receive a fee simple interest in real property identified as Assessor Parcel Number 187-220-028;
2. Accepts the conveyance and Consent to the recordation of the deed;
3. Authorizes the Chairperson to execute the Agreement and other documents, including the Certificate of Acceptance, in favor of the Park District; and
4. Directs the Clerk of the Board to return two (2) executed copies of the Agreement to the Park District.

BACKGROUND: This Agreement is necessary to formalize the terms and conditions to consummate the conveyance from the City of Riverside to the Park District in furtherance of the Jurupa Avenue Grade Separation Project. The parties agreed to exchange real property interests, which were similar in value. The Park District conveyed the easement interest to the City on December 22, 2005. The City will now convey the parcel of land to the Park District to complete the Agreement.

750-Conveyance Agreement between Park District and City of Riverside
CQ/mg

Scott Bangle, General Manager

FINANCIAL DATA n/a	Current F.Y. Total Cost:	\$	In Current Year Budget:
	Current F.Y. Net County Cost:	\$	Budget Adjustment:
	Annual Net County Cost:	\$	For Fiscal Year:

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:
APPROVE
BY:
Alex Gann
County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
CYNTHIA M. GUNZEL
DATE: 11/22/09
Departmental Concurrence

Dept't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: | **District:** | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

13.2

**AGREEMENT FOR CONVEYANCE OF FEE TITLE FROM
CITY OF RIVERSIDE
TO
RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT**

1.0 PARTIES AND DATE

THIS AGREEMENT is entered into by and between CITY OF RIVERSIDE, a California charter city and municipal corporation, and ("City") and RIVERSIDE COUNTY REGIONAL PARK and OPEN SPACE DISTRICT ("Park District"). City and Park District collectively will be known as "Parties". In consideration of mutual covenants and agreements, the Parties agree to the following terms and conditions.

2.0 RECITALS

2.1 City owns certain real property located in the City of Riverside, California, bearing Assessor Parcel No. 187-220-028 ("Property").

2.2 City intends to convey the Property as described in Attachment "1", attached hereto and incorporated herein by reference ("Grant Deed") to fulfill an agreement pertaining to the Jurupa Avenue Grade Separation Project for which Park District conveyed an easement to City shown by that Easement Deed recorded on January 4, 2006, as Instrument No. 2006-0003777, attached hereto as Attachment "2" and incorporated herein by reference ("Easement Deed").

2.3 The Parties desire by this Agreement to provide the terms and conditions for the conveyance of said Property.

3.0 AGREEMENT

3.1 **Conveyance of the Property.** The City agrees to convey, in fee, to the Park District the Property as consideration for the Easement Deed.

3.2 **Purchase Price.** The Parties agree that under the terms of this Agreement, that the properties have comparable value and therefore the Parties shall exchange title with no additional money or other compensation for such exchange.

3.3 **Closing Date.** This transaction shall close on or before thirty (30) days following the execution of this Agreement ("Closing Date") or recordation of Grant Deed (Exhibit "A") whichever shall occur first.

3.5 **Deposit of Documents.** Prior to Closing Date, City shall provide to Park District (i) the properly executed Grant Deed, a copy of which is attached to this Agreement as Exhibit "A"; and (ii) such other documents and sums, if any, as are necessary to close this transaction.

3.6 County's Conditions Precedent to Close of this Transaction. For the benefit of the Park District, the close of this transaction shall be conditioned upon the timely performance by City of all obligations required of City by the terms of this Agreement.

3.7 City's Conditions Precedent to Close of this Transaction. For the benefit of City, the close of this transaction shall be conditioned upon the timely performance by the Park District of all obligations required of the Park District by the terms of this Agreement.

4.0 MISCELLANEOUS

4.1 Notice. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Park District: Riverside County Regional Park and Open Space District
District Headquarters
Attn: Cesar Quinones, Admin. Services Manager II
4600 Crestmore Road
Riverside, CA 92509-6858
951.955.4317(PHONE)
951.955.4305 (Fax)

City: CITY OF RIVERSIDE
3900 Main Street
Riverside, CA 92522
(951) 826-5649 (phone)
(951) 826-5744 (fax)

Any notice or other documents sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other documents in the United States mail.

4.2 Time of Essence. Time is of the essence with respect to each and every provision hereof.

4.3 Governing Law. All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California.

4.4 Venue/Attorneys' Fees. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs thereof, including reasonable attorneys' fees.

4.5 Severability. If any provision of this Agreement, or its application to any party or circumstances, is determined to be invalid or unenforceable to any extent by a court of competent jurisdiction, then the remainder of this Agreement, and the application of such provision to persons or circumstances other than those to which said provision has been determined to be invalid or unenforceable, shall not be affected thereby and each provision thereof shall be valid and enforced to the fullest extent permitted by law.

4.6 Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

4.7 Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

4.8 Amendments. This Agreement may be amended or supplemented only by written documents signed by all parties.

4.9 Nondiscrimination. The parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, in connection with the performance of this Agreement. The parties further agree to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

4.10 Additional Documents. The parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

4.11 No Merger. All representations, warranties, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Grant Deed.

4.12 Ratification. This Agreement is subject to approval and ratification by the City Council of the City of Riverside and the governing body of the Riverside County Regional Park and Open Space District.

4.13 Authorization to Sign. City hereby represents and warrants to Park District that they are the sole owner of the referenced Property, and that they have the authority to enter into this Agreement.

[Signatures on following page]

EXECUTED on the date or dates set forth below. This Agreement shall be effective as of the date signed by all parties.

CITY OF RIVERSIDE

RIVERSIDE COUNTY REGIONAL PARK AND
OPEN SPACE DISTRICT

By: _____
City Manager

By: _____
Chairman
Board of Directors

ATTEST:

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: _____
Supervising Deputy City Attorney

By: Synthia M. Gunzel
Deputy County Counsel
SYNTHIA M. GUNZEL

ATTACHMENT "1"

GRANT DEED

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit
Of the City of Riverside and is
entitled to be recorded without
fee (Government Code §6103)

Project: Public Works/Jurupa Underpass
APN: 187-220-028

FOR RECORDER'S OFFICE USE ONLY

DX-

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF RIVERSIDE, a municipal corporation of the State of California, as Grantor, does hereby grant to RIVERSIDE COUNTY REGIONAL PARK and OPEN SPACE DISTRICT, the fee simple interest in the real property as described in Exhibit "A" attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

Dated: _____, 20__

CITY OF RIVERSIDE, a municipal
corporation

By: _____

Title: _____

Attest: _____

CERTIFICATE OF ACCEPTANCE
Government Code Section 27281

This is to certify that the interest in real property conveyed by the within deed dated _____ from the City of Riverside to the Riverside County Regional Park and Open-Space District, a governmental agency, is hereby accepted by order of the Board of Directors on _____ (date), and the grantee consents to recordation thereof.

Dated _____

By _____
Chairman
Board of Directors

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 12-2-09
SYNTHIA M. GUNZEL DATE

EXHIBIT A

A.P.N. 187-220-028

Fee Simple

That portion of Lot 2 of Evans Rio Rancho, in the City of Riverside, County of Riverside, State of California, as shown by map filed in Book 10, Pages 52 through 54, inclusive, of Maps, in the Office of the County Recorder of said County, more particularly described as follows:

BEGINNING at the southwest corner of Rio Rancho, as shown by map filed in Book 32, Page 71, of Maps, in said Office of the County Recorder, said point lying on the northerly line of Jurupa Avenue as shown on said Evans Rio Rancho;

Thence North 85°47' West along said northerly line of Jurupa Avenue, a distance of 232.27 feet;

Thence North 04°13' East, a distance of 467.35 feet to the southwesterly line of that certain easement, described as Parcel No. 3, as conveyed by Santa Ana River Development Company to the City of Riverside by deed recorded December 6, 1957, in Book 2188, Page 499, of Official Records of said County;

Thence South 35°08'21" East along said southwesterly line, a distance of 99.08 feet;

Thence South 62°53'49" East, continuing along said southwesterly line, a distance of 199.29 feet;

Thence North 86°28'37" East, continuing along said southwesterly line, a distance of 86.02 feet to the northwesterly corner of said Rio Rancho;

Thence South 21°14' West, along the westerly line of said Rio Rancho, a distance of 339.70 feet to the **POINT OF BEGINNING**;

EXCEPTING THEREFROM the southerly 11.00 feet.

Containing 10,060 S.F., more or less.

RESERVING to the City of Riverside, a municipal corporation of the State of California, its successors and assigns, in, under, upon, over and along said parcel an easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of **ELECTRIC ENERGY DISTRIBUTION, TELECOMMUNICATION, WATERLINE, SEWER and STORM DRAIN FACILITIES**, together with all necessary appurtenances.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 9/09/09 Date Prep. 
Mark S. Brown, L.S. 5655
License Expires 9/30/09



EVANS

RIO

RANCHO

M. B.

LOT

10/52-54

2

MARTHA
McLEAN
ANZA
NARROWS
PARK

N04°13'E 467.95'
456.95'

LOCATION OF PARCEL
AREA = 10,060 S.F. ±

25

RIO RANCHO
26
27

11.00'

EXCEPTION PARCEL

235.62

P.O.B.

N 65°47'W 232.27

TUCSON CT

M. B.

327.11

JURUPA AVENUE



● CITY OF RIVERSIDE, CALIFORNIA ●

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN

SHEET 1 OF 1

SCALE: 1"=100' DRAWN BY: RICH DATE: 07/07/09

SUBJECT: JURUPA AVENUE GRADE SEPERATION - EXCESS RIGHT-OF-WAY

ATTACHMENT "2"

EASEMENT DEED

DOC # 2006-0003777

01/04/2006 08:00A Fee:NC

Page 1 of 6

Recorded in Official Records

County of Riverside

Larry M. Ward

Assessor, County Clerk & Recorder



Recorded at request of and return to:
Department of Facilities Management
Real Estate Division
On behalf of Riverside County Regional
Park and Open Space District
3133 Mission Inn Avenue
Riverside, California 92507-4199

FREE RECORDING

This instrument is for the benefit of
the County of Riverside, and is
entitled to be recorded without fee.
(Govt. Code 6103)

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
	1		6						
					1			✓	AS
A	R	L			COPY	LONG	REFUND	NOCHG	EXAM

(Space above this line for Recorder's use)

PROJECT: Jurupa Avenue Undercrossing
APNS: 187-210-006 & 187-210-007



EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

GRANT(S) to the CITY OF RIVERSIDE, a municipal corporation of the State of California, a perpetual easement over, under, including, but not limited to, maintenance, construction, operation, reconstruction, including ingress and egress for the real property in the County of Riverside, State of California, described as:

See legal description and plat map attached hereto
and made a part hereof as
Exhibit "A"

PROJECT: Jurupa Avenue Undercrossing
APNS: 187-210-006 & 187-210-007

Dated: 12-22-05

RIVERSIDE COUNTY REGIONAL PARKS
AND OPEN SPACE DISTRICT

By: *Michael J. Sylvester*
MICHAEL J. SYLVESTER, Director
Department of Facilities Management

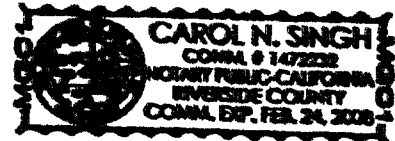
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)ss

On December 22nd, 2005, before me, *Carol N. Singh*
a Notary Public in and for said County and State,
personally appeared *Michael J. Sylvester*

personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature *Carol N. Singh*



CNS:eo
12/20/05
084PD
9.754



2596-883777
01/04/2006 08:08M
2 of 6

**CERTIFICATE OF ACCEPTANCE
(Government Code Section 27261)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, California, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 21027 of said City Council adopted September 6, 2005, and the grantee consents to recordation thereof by its duly authorized officer.

Dated 12/29/05

CITY OF RIVERSIDE

By Amelia M. Valentin

PARCEL 27 GOE.DOC

**APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE**

BY [Signature]
Deputy City Attorney



2886-6883777
01/04/2006 09:00am
3 of 6

EXHIBIT 'A'

PARCEL 027
A.P.N. 187-210-006 + 007

Parcel 027 A - Grant of Easement for Public Street Purposes

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

All that portion of Lot 2 of Evans Rio Rancho, as shown by map on file in Book 10, Pages 52 through 54, inclusive, of Maps, records of Riverside County, California, lying southerly of a line that is parallel with and distant 47.00 feet northerly, as measured at right angles, from the centerline of Jurupa Avenue, and which lies within the following described property:

BEGINNING at the most westerly corner of said Lot 2;

THENCE South 78°15'00" East, along the northeasterly line of said Lot 2, a distance of 1,250.00 feet;

THENCE South 63°15'00" East, a distance of 750.00 feet;

THENCE South 28°34'30" East, a distance of 800.54 feet;

THENCE South 45°08'07" West, a distance of 145.98 feet to the northwesterly corner of that certain parcel of land conveyed to the City of Riverside by deed recorded on July 8, 1960, as Instrument No. 60520 of Official Records of said Riverside County;

THENCE South 4°13'45" West, along the westerly line of said parcel conveyed to the City of Riverside, 456.35 feet to the northerly line of Jurupa Avenue, 88.00 feet wide;

THENCE North 85°46'15" West, along said northerly line of Jurupa Avenue, a distance of 319.08 feet to the southwesterly line of said Lot 2;

THENCE North 44°51'53" West, along said southwesterly line of Lot 2, a distance of 2581.53 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM that portion lying within the southerly rectangular 11.00 feet of said Lot 2, as described in Grant Deed to the City of Riverside by document recorded March 13, 1958, in Book 2237, Page 408, et seq., of Official Records of said Riverside County;

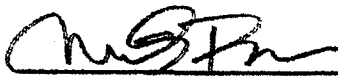
ALSO EXCEPTING THEREFROM that portion of said Lot 2, described in Grant Deed to the



City of Riverside by document recorded September 27, 1974, as Instrument No. 125273
of Official Records of said Riverside County;

ALSO EXCEPTING THEREFROM any portion lying within Jurupa Avenue as shown by said map
of Evans Rio Rancho.

This description was prepared by me or under my direction in
conformance with the requirements of the Land Surveyors Act.

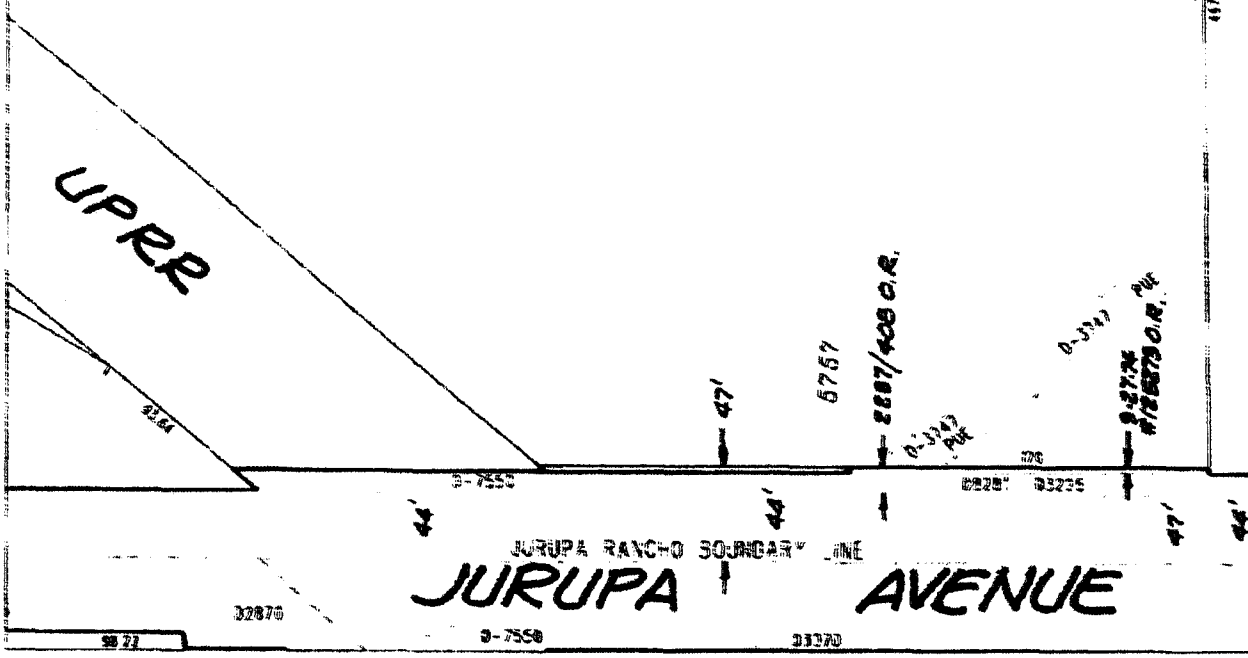
 10/12/05 Date EP Prep.
Mark S. Brown, L.S. 5655
License Expires 9/30/07



2686-888377
01/04/2006 00-000
5 of 6

EVANS RIO RANCHO
M.B. 10/52-54
POR. LOT 2

UPRR



◆ CITY OF RIVERSIDE, CALIFORNIA ◆

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN. Sheet 1 of 1

Scale: 1" = 80' Drawn by: skn Date: 10/12/05 Subject: JURUPA UNDERPASS - PAR. 27