



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

816



FROM: Riverside County Regional Park and Open Space District

SUBMITTAL DATE:
March 28, 2012

SUBJECT: Memorandum of Understanding by and between City of Riverside and Regional Park and Open-Space District; Resolution No. 2012-4 Notice of Intention to Purchase Interests in Real Property in the Unincorporated Area of Western Riverside County DISTRICT I/I, I/II, V/V

RECOMMENDED MOTION: That the Board approves and:

- 1. Authorizes the Memorandum of Understanding (MOU) between the City of Riverside (City) and the Regional Park and Open-Space District (District), which provides the rights and responsibilities of the parties to jointly purchase land from the Metropolitan Water District of Southern California (MWD); and
2. Authorizes the General Manager to take all actions necessary to administer the MOU; and
3. Instructs the Clerk of the Board to execute four(4) copies of the MOU and return them to the District for further transmittal and file; and
4. Adopts Resolution No. 2012-4, Notice of Intention to Purchase Interests in Real Property in the Unincorporated Area of Western Riverside County, Assessor's Parcel Numbers as detailed in Exhibit A of the MOU

(Continued on page 2)

Scott Bangle, General Manager

2012-021D

FINANCIAL DATA

Table with 4 columns: Financial Data, Current F.Y. Total Cost, Current F.Y. Net County Cost, Annual Net County Cost, In Current Year Budget, Budget Adjustment, For Fiscal Year. Values include \$300,000, \$0, \$0, Yes, No, 2011/12.

SOURCE OF FUNDS: Development Impact Fees Western Riverside County Multipurpose Trail Facilities Fund, Highgrove Trail Commitment (previously approved commitment)

Table with 2 columns: Positions To Be Deleted Per A-30, Requires 4/5 Vote. Both have empty checkboxes.

C.E.O. RECOMMENDATION:

APPROVE

BY: Alex Gann
Alex Gann

County Executive Office Signature

- Policy (checked), Consent (unchecked), Policy (checked), Consent (unchecked)

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 9/28/04, 3.33 & 13.3 District: I/I, I/II, V/V Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

13.1

FORM APPROVED COUNTY COUNSEL BY: Cynthia M. Gann 5-7-12 DATE: Initial Concurrence: SYNTHIA M. GUNZEL

SUBJECT: Memorandum of Understanding by and between City of Riverside and Regional Park and Open-Space District; Resolution No. 2012-4 Notice of Intention to Purchase Interests in Real Property- DISTRICT I/I, I/II, V/V

BACKGROUND:

The City and District desire to enter into this MOU to provide the rights and responsibilities of the parties, to coordinate resources and facilitate the management of the desired joint purchase of the fee simple and easement interests in real property described in attached Exhibit "A". The MOU details what portions each party is responsible for in the purchase transaction, that each shall pay \$300,000 for a total purchase price of \$600,000, general terms for purchase and the maintenance responsibilities for the trail/linear park working cooperatively for the benefit and use of the parties and residents.

By purchasing these parcels, the District will be able to increase the Riverside County-wide regional trail system, most notably expanding the existing Highgrove Trail, and creating major linkages between Citrus Heritage State Park, the Lake Matthews area and Box Springs Mountain Reserve. Funds used for this purchase will be through an existing commitment to Highgrove Trail through the Western Riverside County Multipurpose Trail Facilities Fund/Development Impact Fee, approved by your honorable Board September 28, 2004, M.O. 3.33 and 13.3.

Resolution No. 2012-4, Notice of Intention to Purchase Interests in Real Property, provides notice and the main terms for the District and the City to perform the due diligence and requisite activities for the acquisition. On behalf of the District, the Real Estate Division of the Economic Development Agency in partnership with the City was able to negotiate a purchase with MWD in the amount of \$600,000 for the property commonly known as the Box Springs Feeder Line Corridor. This property extends from Alessandro Boulevard and Trautwein Road in the City of Riverside to just beyond McAllister Street in unincorporated Riverside and consists of approximately 68 fee simple parcels totaling 81.71 gross acres and 11 permanent easement parcels totaling 2.84 acres as listed by the Assessor's Parcel Numbers shown on Exhibit A of the MOU.

A resolution to authorize this purchase will be brought to this Board for its approval at a later date.

The MOU and Resolution No 2012-4 have been approved as to form by County Counsel.

BOARD OF DIRECTORS

RIVERSIDE COUNTY REGIONAL
PARK & OPEN-SPACE DISTRICT

RESOLUTION NO. 2012-4
NOTICE OF INTENTION TO PURCHASE INTERESTS IN REAL PROPERTY
FROM METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
UNINCORPORATED AREA OF WESTERN RIVERSIDE COUNTY, CALIFORNIA

BE IT RESOLVED, FOUND, DETERMINED AND ORDERED and NOTICE IS HEREBY GIVEN by the Board of Directors of the Riverside County Regional Park and Open-Space District, in regular session assembled in the meeting room of the Board of Directors, located at 4080 Lemon Street, Riverside, California, on _____, that this Board intends to authorize a purchase on or after _____, of fee simple and easement interests of real property parcels that extend from Alessandro Boulevard and Trautwein Road in the City of Riverside, California to just beyond McAlister Street in unincorporated area of Riverside County, State of California, consisting of approximately 63 fee simple parcels totaling 81.71 gross acres and 8 permanent easement parcels totaling 2.84 acres as listed by the Assessor's Parcel Numbers shown on Exhibit "A", attached hereto and hereby made a part hereof, from the Metropolitan Water District of Southern California, for a one-half portion of a total purchase price of \$600,000, including escrow, title, appraisal and processing fees. The terms and conditions of the proposed purchase are as follows: The City of Riverside (City) and the Riverside County Regional Park and Open-Space District (District) have been working cooperatively pursuant to that certain Memorandum of Understanding dated March 23, 2012 to coordinate and process the proposed purchase of interests in real property offered for sale by the Metropolitan Water District of Southern California (MWD) whereby the parties intend to consummate the acquisition after all the due diligence and requisite activities have been satisfied in order to move forward with the acquisition. The City and the District have agreed to each contribute one-half of the total purchase price negotiated with MWD to acquire the fee simple and easement interests in real property that are located within the respective City and unincorporated area of the county jurisdictions. This acquisition would provide trails and a linear park to the residents of the City and the County of Riverside.

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* DATE: *5-7-12*
BY: SYNTIA M. GUNZEL

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EXHIBIT A

Assessor's Parcel Numbers

City's Acquisition Area	MWD Number	Acquired as	Unincorporated County Area District's Acquisition Area	MWD Number	Acquired as
243-220-019	1610-3-1, 1610-3-13, 1610-3-17, 1610-3-21	Fee	245-110-047	1610-4-1	Fee
243-230-039 (was 243-230-028)	1610-3-9, 1610-3-17, 1610-3-25, 1610-3-29	Fee	245-110-050	1610-4-5, 1610-4-14	Fee
243-230-040 (was 243-230-028)	1610-3-29, 1610-3-37	Fee	245-110-060	1610-4-5, 1610-4-14	Fee
243-500-032	1610-3-46	Easement	245-151-002	1610-4-66	Fee
243-520-008	1610-3-46	Easement	245-160-021	1610-4-63	Fee
243-520-019	1610-3-45	Fee	245-210-027	1610-3-65, 1610-3-69	Fee
243-520-020	1610-3-45	Fee	245-210-028	1610-3-65, 1610-3-66	Easement
243-520-021	1610-3-45	Fee	245-320-033	1610-4-57	Fee
245-090-012	1610-5-97	Fee	245-320-034	1610-4-53	Fee
245-090-016	1610-5-101	Fee	245-320-035	1610-4-57	Easement
245-090-019	1610-5-93	Fee	245-350-003	1610-4-61	Fee
245-090-025	1610-5-89	Fee	245-350-009	1610-4-61	Fee
245-090-033	1610-5-85	Fee	245-390-006	1610-4-77	Fee
245-090-035	1610-5-143	Easement	245-390-007	1610-4-77	Fee
268-020-018 (was 268-020-009)	1610-2-1, 1610-2-5	Fee	245-390-008	1610-4-85	Fee
276-010-037 (was 265-320-009)	1610-2-37	Easement	245-390-009	1610-4-81	Fee
276-020-041	1610-2-37	Easement	245-390-010	1610-4-89	Fee
			245-400-003	1610-4-45	Fee
			245-460-019	1610-4-37	Fee
			245-460-025	1610-4-33	Fee
			245-460-027	1610-4-41	Fee
			245-470-010		Easement
			245-470-017	1610-4-4	Fee
			245-470-026		Easement
			245-480-014		Easement
			245-480-015		Easement
			245-480-016		Easement
			245-480-017		Easement
			245-530-006	1610-4-12	Fee
			269-090-042	1610-7-53	Fee
			269-090-057	1610-7-49	Fee
			269-100-010	1610-7-1	Fee
			269-100-013	1610-7-1	Fee

EXHIBIT A

Assessor's Parcel Numbers

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			269-201-070	1610-7-034, 1610-7-045	Fee
			269-202-066 (was 269-202-065)	1610-7-5, 1610-7-13, 1610-7-17, 1610-7-21, 1610-7-25, 1610-7-26, 1610-7-29, 1610-7-9	Fee
			270-070-003	1610-7-1	Fee
			271-040-042	1610-5-53	Fee
			271-040-084	1610-5-61	Fee
			271-092-037 (was 271-090-037)	1610-6-1, 3, 5, 9, 13, 17, 19, 21, 25, 29, 33, 37, 41, 135, 137	Fee
			271-100-005	1610-5-73	Fee
			271-100-011	1610-5-81	Fee
			271-100-013	1610-5-69	Fee
			271-100-016	1610-5-69	Fee
			271-141-023	1610-6-65 (Part 1), 1610-6-77, 1610-6-85	Fee
			271-141-024	1610-6-89	Fee
			271-141-026	1610-6-93	Fee
			271-142-005	1610-6-101, 109, 113, 117, 121, 129, 141	Fee
			271-142-037	1610-6-125	Fee
			271-190-072	1610-6-66	Fee
			271-251-003	1610-6-45	Fee
			271-251-033	1610-6-53	Fee
			271-251-034	1610-6-57	Fee
			271-251-037	1610-6-61	Fee
			271-252-001	1610-6-139	Fee
			271-252-002	1610-6-139	Fee
			271-262-029	1610-6-65	Fee
			271-263-007	1610-6-65	Fee
			271-263-009	1610-6-133	Fee
			273-420-024	1610-5-113	Fee
			273-420-025	1610-5-109	Fee

EXHIBIT A

Assessor's Parcel Numbers

City's Acquisition Area	MWD Number	Acquired as	Unincorporated County Area District's Acquisition Area	MWD Number	Acquired as
			273-440-002	1610-5-45	Fee
			273-440-005	1610-5-117	Fee
Revised 2/17/12			273-450-004	1610-5-105	Fee

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE CITY OF RIVERSIDE
AND THE RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT
(7 MILE TRAIL/LINEAR PARK IN THE BOX SPRINGS CORRIDOR)**

This Memorandum of Understanding ("MOU") is entered into on March 23, 2012 by and between the **CITY OF RIVERSIDE**, a California charter city and municipal corporation ("City") and the **RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT**, a park and open-space district, ("District"). City and District are sometimes referred to in this MOU individually as a "Party," or collectively as the "Parties."

R E C I T A L S

WHEREAS, City and District desire to jointly purchase land from the Metropolitan Water District of Southern California ("MWD"), commonly known as the Box Springs Corridor, which extends from Alessandro Boulevard and Trautwein Road in the City of Riverside to just beyond McAllister Street in unincorporated Riverside and consists of approximately 68 fee simple parcels totaling 81.71 gross acres and 11 permanent easement parcels totaling 2.84 acres ("Property") for the eventual future development of a 7 mile Trail and Linear Park ("Trail/Linear Park"), as listed by Assessor's Parcel Numbers in Exhibit "A" and shown in Exhibit "B", attached hereto and by this reference incorporated herein; and

WHEREAS, the City and District shall each pay Three Hundred Thousand Dollars (\$300,000) for a total purchase price of Six Hundred Thousand Dollars (\$600,000) for the Property; and

WHEREAS, the Parties desire to work cooperatively to maintain this Property and future Trail/Linear Park for the benefit and use of the Parties and the area residents; and

WHEREAS, the Parties desire to enter into this MOU to set forth the agreed upon terms and conditions for coordinating resources and managing this Property acquisition;

NOW, THEREFORE, the Parties mutually agree as follows:

1. **Joint Escrow.** In order to accomplish this transaction, City and District shall each enter into separate Purchase and Sale Agreements, ("Agreements"), both of which will be submitted into a joint escrow that will close concurrently in order to effectuate respective acquisitions whereby the City acquires the parcels that are 50% or more located within the City's boundaries and the District acquires the parcels that are 50% or more located within the District's boundaries.

2. **Due Diligence.**

- a. City has taken the lead in due diligence necessary to identify the parcels that will become the respective real property of the City and the District.
- b. The District shall take the lead for conducting a Phase I Environmental Site Assessment on the Property. The cost of the Assessment shall be equally divided

between the Parties. The Parties shall cooperatively work to address and resolve any issues discovered as a result of such study.

- c. Any additional due diligence required shall be the responsibility of the City and District for their respective portions except as otherwise provided herein or by mutual written agreement of the Parties.
- d. For all situations where one Party has agreed to take the lead to perform a study or activity for the acquisition shall provide a cost estimate to the other Party prior to committing to conduct such study or work. Following completion of the study or work, the lead Party shall submit an invoice and receiving Party shall pay the invoice within a reasonable time thereafter.

3. **Maintenance.** The City and District shall both be responsible for maintaining the Property within each Party's respective boundaries, as illustrated in Exhibit "B." Once the Property is improved, the Parties agree to maintain the Trail/Linear Park in accordance with the park and open space maintenance standards as generally outlined in Exhibit "C", attached hereto and by this reference incorporated herein. The Parties shall enter into a separate agreement for management and maintenance of the Property in its unimproved state and the Trail/Linear Park once improved. If any portion of the Property is subsequently sold individually by the City or District, the proceeds from such sale will be used to improve the remaining portion of the Trail/Linear Park. City and District shall jointly work with Western Municipal Water District regarding the development and maintenance of Trail/Linear Parks.

4. **Term.** The term of this MOU shall become effective upon date first written above, ("Effective Date") and terminate when the joint escrow closes for this Property acquisition. City and District shall individually and diligently pursue negotiating a Purchase and Sale Agreement for each Party's respective parcels of the Property and execute an Agreement, including all other necessary associated documents, with MWD in a timely manner thereafter. Due to events beyond a Party's control which prevents the execution of an Agreement within a reasonable time period, the Party yet to execute such Agreement shall not be deemed in default of this MOU so long as the Party continues to diligently pursue finalization and execution of an Agreement.

5. **Right of First Refusal.** Should either City or District desire to sell its respective portion of the Trail/Linear Park, a sixty (60) days prior written notice shall be given to the other Party. The non-selling Party shall have the right of first refusal to purchase the selling Party's portion of the Trail/Linear Park. The non-selling Party shall have sixty (60) days in which to respond to the notice of desire to sell the Trail/Linear Park. The price shall be set at the appraised fair market value. This Right of First Refusal shall be included in any subsequent agreements entered into between the Parties concerning this Property.

6. **Notices.** Any notices relating to this Agreement must be given in writing and will be deemed sufficiently given and served for all purposes when delivered personally, by generally recognized overnight courier service, by facsimile (provided that sender retains a printed confirmation of delivery to the facsimile number provided below), or 3 days after deposit in the United States mail certified or registered, return receipt requested, with postage prepaid, addressed as follows to the persons having authority to receive such Notices under this MOU

are:

City of Riverside

Attention: Ralph Nunez
Parks, Recreation and Community
Services Department
3900 Main Street
Riverside, CA 92522
Phone: (951) 826-2000
Facsimile: (951) 826-2005

County of Riverside

Attention: Scott Bangle
County of Riverside
Regional Park & Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509
Phone: (951) 955-4310
Facsimile: (951) 955-4305

7. **Governing Law and Jurisdiction.** The Parties agree that in the exercise of this MOU, the Parties shall comply with all applicable federal, state, county and local laws, and regulations in connection with the Trail/Linear Park. The existence, validity, construction, operation and effect of this MOU and all of its terms and provisions shall be determined in accordance with the laws of the State of California. 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 MOU 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.

8. **Compliance with CEQA.** The Parties agree that this proposed acquisition of the property may be subject to the Parties' compliance with the California Environmental Quality Act ("CEQA") and any obligations imposed thereby shall be complied with by the Parties entering into this MOU. The Parties will be responsible for all costs associated with the CEQA process and agree to share the costs equally. The District will take the Lead Agency Role for CEQA purposes and will invoice the City for 50% of the costs actually incurred. The City agrees to pay the invoices associated with reimbursement for CEQA costs in a timely and reasonable manner.

9. **Termination.** This MOU may be terminated at the written request from either of the Parties and mutual agreement by the Parties. However, prior to termination, a sixty (60) day written notice shall first be given.

10. **Successors and Assigns.** It is mutually understood and agreed that this MOU shall be binding upon the City, the District, and their respective successors. Neither, this MOU nor any part hereof may be assigned without the prior consent of all Parties.

11. **Paragraph Titles.** The paragraph titles of this MOU are (i) inserted only for the convenience of the Parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the MOU to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this MOU or in any way affect the agreement of the Parties set out in this MOU.

12. **Entire Agreement.** This MOU embodies the entire agreement between the Parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the Parties at the time of execution of

this MOU. This MOU may only be modified or amended by the mutual consent of the Parties in writing.

13. **Authority to Execute.** The individuals executing this MOU and the instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective Parties to the terms and conditions hereof and thereof.

14. **Counterparts.** The Parties may execute duplicate originals (counterparts) of the MOU or any other documents that they are required to sign or furnish pursuant to the MOU.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this MOU on the date and year first written above.

CITY OF RIVERSIDE

RIVERSIDE COUNTY REGIONAL
PARK & OPEN-SPACE DISTRICT

By: 
Asst. City Manager

By: _____
Chairman, Board of Directors

ATTEST:

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
City Clerk

By: _____
Deputy

(SEAL)

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel


Supervising Deputy City Attorney

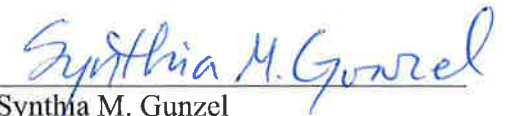
By: 
Cynthia M. Gunzel
Deputy County Counsel

EXHIBIT "A"

EXHIBIT A

Assessor's Parcel Numbers

City's Acquisition Area	MWD Number	Acquired as	Unincorporated County Area District's Acquisition Area	MWD Number	Acquired as
243-220-019	1610-3-1, 1610-3-13, 1610-3-17, 1610-3-21	Fee	245-110-047	1610-4-1	Fee
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276-020-041	1610-2-37	Easement	245-390-010	1610-4-89	Fee
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			245-460-025	1610-4-33	Fee
			245-460-027	1610-4-41	Fee
			245-470-010		Easement
			245-470-017	1610-4-4	Fee
			245-470-026		Easement
			245-480-014		Easement
			245-480-015		Easement
			245-480-016		Easement
			245-480-017		Easement
			245-530-006	1610-4-12	Fee
			269-090-042	1610-7-53	Fee
			269-090-057	1610-7-49	Fee
			269-100-010	1610-7-1	Fee
			269-100-013	1610-7-1	Fee

EXHIBIT A

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			269-202-066 (was 269-202-065)	1610-7-5, 1610-7-13, 1610-7-17, 1610-7-21, 1610-7-25, 1610-7-26, 1610-7-29, 1610-7-9	Fee
			270-070-003	1610-7-1	Fee
			271-040-042	1610-5-53	Fee
			271-040-084	1610-5-61	Fee
			271-092-037 (was 271-090-037)	1610-6-1, 3, 5, 9, 13, 17, 19, 21, 25, 29, 33, 37, 41, 135, 137	Fee
			271-100-005	1610-5-73	Fee
			271-100-011	1610-5-81	Fee
			271-100-013	1610-5-69	Fee
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			271-141-023	1610-6-65 (Part 1), 1610-6-77, 1610-6-85	Fee
			271-141-024	1610-6-89	Fee
			271-141-026	1610-6-93	Fee
			271-142-005	1610-6-101, 109, 113, 117, 121, 129, 141	Fee
			271-142-037	1610-6-125	Fee
			271-190-072	1610-6-66	Fee
			271-251-003	1610-6-45	Fee
			271-251-033	1610-6-53	Fee
			271-251-034	1610-6-57	Fee
			271-251-037	1610-6-61	Fee
			271-252-001	1610-6-139	Fee
			271-252-002	1610-6-139	Fee
			271-262-029	1610-6-65	Fee
			271-263-007	1610-6-65	Fee
			271-263-009	1610-6-133	Fee
			273-420-024	1610-5-113	Fee
			273-420-025	1610-5-109	Fee

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			273-440-002	1610-5-45	Fee
			273-440-005	1610-5-117	Fee
Revised 2/17/12			273-450-004	1610-5-105	Fee

EXHIBIT "B"

EXHIBIT "B"
 ILLUSTRATIVE MAP
 7 MILE TRAIL/LINEAR PARK IN BOX SPRINGS CORRIDOR

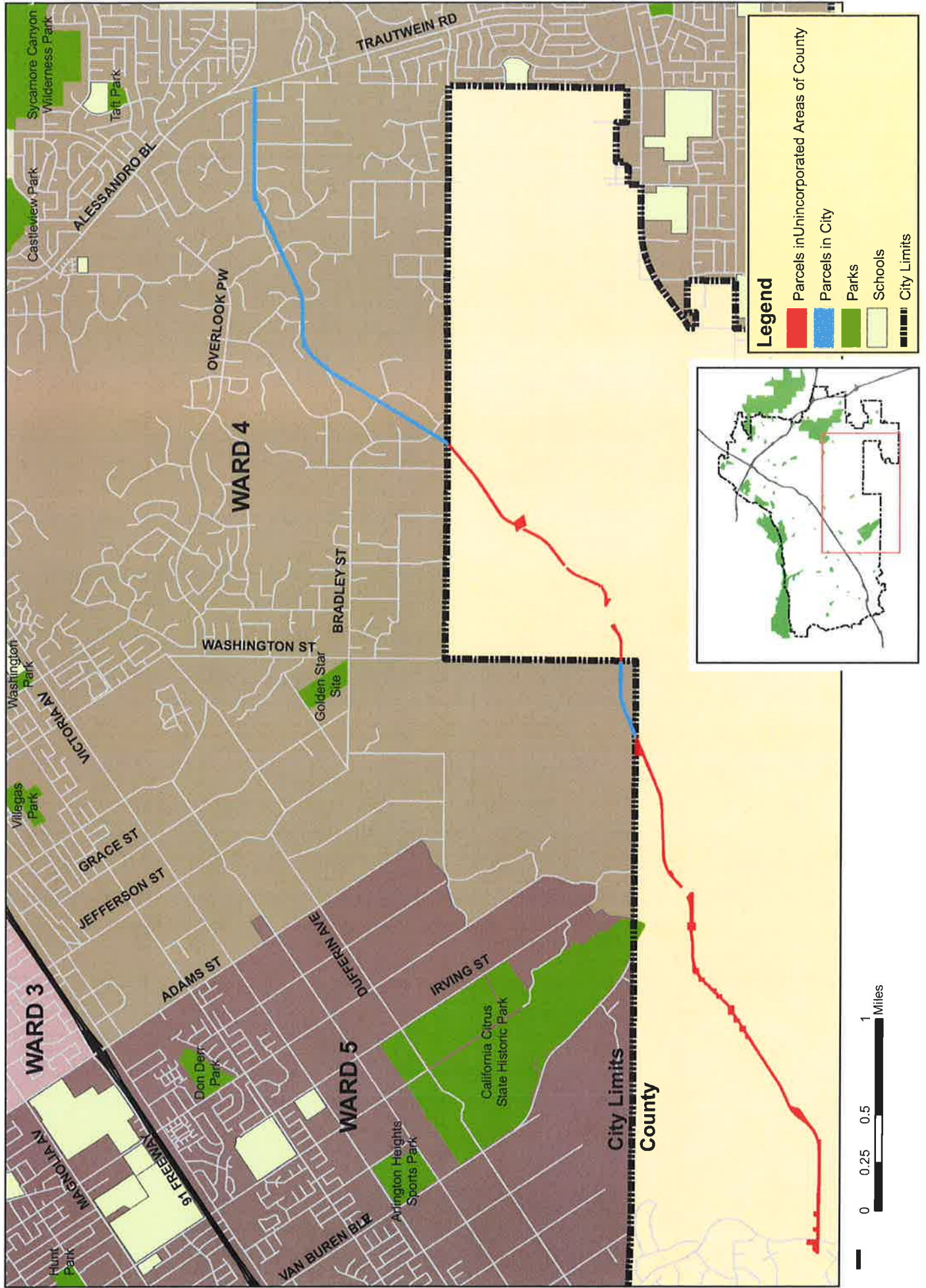


EXHIBIT "C"

Exhibit C

Maintenance Standard for 7-Mile Trail/Linear Park in the Box Springs Corridor

Undeveloped Park Maintenance Standard

- A. General site conditions and amenities
 - 1. Site is free of debris, trash, and items left by illegal dumping
 - 2. Weed abatement has been performed as required by applicable Municipal and County codes
 - 3. Appropriate signage (No Dumping, No Trespassing, etc.) is present, and is in good condition, without warping, graffiti, vandalism, and other damage

Open Space Sites

- A. General site conditions and amenities
 - 1. Site is free of debris, trash, and items left by illegal dumping
 - 2. No visible graffiti is present on rocks, walls, or other on-site surfaces
 - 3. Current park regulatory signage is present at all access points, and is in good condition, without warping, graffiti, vandalism, or other damage.
 - 4. Weed abatement has been performed as required by applicable Municipal and County codes
 - 5. Firebreaks are cut where site is adjacent to development, including residential, commercial and manufacturing uses, and firebreaks are cut to control spread of fires
- B. Trails and Roads
 - 1. Vehicular access roads are clear (brush and trees trimmed back), relatively smooth (no erosion damage), and in good general condition, and are safe for use by park maintenance vehicles and emergency response vehicles
 - 2. Walking and riding trails are well defined, relatively smooth, clear of brush, any overhanging tree limbs trimmed up to 10', and are in good general condition and safe for public use. Stones and rocks that are firmly embedded in trail surface can be left in place.
 - 3. Trail tread shows no erosion damage
 - 4. Trail should have a cross slope adequate to drain off the side of the trail rather than along the length of the trail
 - 5. Water bars are not to be used to try to control erosion. Dips, knicks, and grade reversals should be used to ensure trail drains properly.