

FORM APPROVED COUNTY COUNSEL  
 BY: Karin Watts 7/18/16 DATE  
 KARIN L. WATTS-BAZAN  
 Departmental Concurrence



**SUBMITTAL TO THE BOARD OF DIRECTORS  
 REGIONAL PARK AND OPEN SPACE DISTRICT  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

263



**FROM:** Regional Park and Open-Space District

**SUBMITTAL DATE:**  
 July 14, 2016

**SUBJECT:** Resolution No. 2016-06 Authorization of the Conveyance of a Fee Interest in Real Property Located in the City of Jurupa Valley, County of Riverside, State of California, identified with Assessor's Parcel Number 163-290-001, to the City of Jurupa Valley by Grant Deed, CEQA Exempt, District 2, [\$0]

- RECOMMENDED MOTION:** That the Board of Directors:
1. Finds that the conveyance of the real property is categorically exemption from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15325(a);
  2. Adopt Resolution No. 2016-06 Authorization of the Conveyance of a Fee Interest in Real Property Located in the City of Jurupa Valley, County of Riverside, State of California, identified with Assessor's Parcel Number 163-290-001, to the City of Jurupa Valley by Grant Deed;
  3. Approve the Acquisition Agreement between the Riverside County Regional Park & Open-Space District and the City of Jurupa Valley and authorize the Chairman of the Board to execute the same on behalf of the District;

(Continued)

Scott Bangle  
 General Manager

2017-08D

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** \_\_\_\_\_ **Budget Adjustment:** \_\_\_\_\_  
 For Fiscal Year: \_\_\_\_\_

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

**MINUTES OF THE BOARD OF DIRECTORS**

- A-30
- 4/5 Vote
- Positions Added
- Change Order

**SUBMITTAL TO THE BOARD OF DIRECTORS, REGIONAL PARK AND OPEN SPACE DISTRICT,  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.**

**FORM 11:** Resolution No. 2016-06 Authorization of the Conveyance of a Fee Interest in Real Property Located in the City of Jurupa Valley, County of Riverside, State of California, identified with Assessor's Parcel Number 163-290-001, to the City of Jurupa Valley by Grant Deed, CEQA Exempt, District 2, [\$0]

**DATE: July 14, 2016**

**PAGE: 2 of 3**

**RECOMMENDED MOTION: (Continued)**

4. Authorize the Chairman of the Board of Directors to execute the Grant Deed to complete the conveyance of real property and this transaction; and
5. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk for posting within five working days of Board approval.

**BACKGROUND:**

**Summary**

Assessor's Parcel Number 163-290-001, located between Downey Street and Archer Street along the northern banks of the Santa Ana River within the City of Jurupa Valley, was originally acquired by the County in the 1974 to be part of the Santa Ana Regional Park; however, the property was not developed or used. In 1994 the property was transferred from the County of Riverside (County) to the Riverside County Regional Park and Open-Space District (District) and has since been part of District managed open space. This parcel is segregated from other District properties and provides no strategic benefit for the District.

In accordance with California Public Resources Code Section 5540, a district may grant or dispose of an interest in real property not actually dedicated for park and open-space purposes, within or without the district, necessary to the full exercise of its powers.

The District desires to convey a fee simple interest in real property for one parcel to the City of Jurupa Valley. District staff has reviewed and determined that the Property is no longer needed for District use or purposes and is best suited to be vested in favor of the City of Jurupa Valley for the City's proposed open-space and recreational use and purposes. It is recommended that the Board of Directors for the District declare this property as surplus.

Pursuant to Government Code Section 54220 et seq. and in particular, Section 54222 letters were sent to local government agencies notifying them of intent to declare property surplus and offering the property to them prior to proceeding. Four letters of interest from public agencies were received related to this property. The District asked for best and final offers from all interested agencies and for a commitment to use the property for park, open-space or recreational purposes. The District desires to accept the offer from the City of Jurupa Valley.

The District staff have reviewed and determined the conveyance of the Property as categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15325(a) because the proposed project involves the transfer of real property that is no longer needed for the use by or purposes of the District and such transfer of ownership of land is to preserve existing natural conditions and historical resources.

Resolution No. 2016-06, the Acquisition Agreement and the Grant Deed have been approved as to form by County Counsel.

**Impact on Citizens and Businesses**

There will be no foreseeable impact on the citizens or businesses.

**SUBMITTAL TO THE BOARD OF DIRECTORS, REGIONAL PARK AND OPEN SPACE DISTRICT,  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.**

**FORM 11:** Resolution No. 2016-06 Authorization of the Conveyance of a Fee Interest in Real Property Located in the City of Jurupa Valley, County of Riverside, State of California, identified with Assessor's Parcel Number 163-290-001, to the City of Jurupa Valley by Grant Deed, CEQA Exempt, District 2, [\$0]

**DATE: July 14, 2016**

**PAGE: 3 of 3**

**SUPPLEMENTAL:**

**Additional Fiscal Information**

No net cost will be incurred and no budget adjustment is necessary.

**Attachments:**

Resolution No. 2016-06

Acquisition Agreement (4)

Grant Deed

Notice of Exemption

RESOLUTION NO. 2016-06  
A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT FOR THE  
AUTHORIZATION OF THE CONVEYANCE OF A FEE INTEREST IN REAL PROPERTY  
LOCATED IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF  
CALIFORNIA TO THE CITY OF JURUPA VALLEY BY GRANT DEED  
IDENTIFIED WITH ASSESSOR'S PARCEL NUMBER 163-290-001

WHEREAS, the Riverside County Regional Park & Open-Space District ("District") is the owner of a fee interest in certain real property, consisting of approximately twenty-six (26) acres of vacant land, located in the City of Jurupa Valley, County of Riverside, State of California, identified with Assessor's Parcel Number 163-290-001 ("Property") more particularly legally described in Exhibit "A" and shown in Exhibit "B" attached hereto and by this reference incorporated herein, and

WHEREAS, the District and the City concur that it would be in both parties best interest to convey this Property to the City of Jurupa Valley pursuant to the terms and conditions of that certain Acquisition Agreement; and

WHEREAS, the District has reviewed and determined the conveyance of the Property as categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15325(a) because the proposed project involves the transfer of real property that is no longer needed for the use by or purposes of the District and such transfer of ownership of land is to preserve existing natural conditions and historical resources.

WHEREAS, the District and the City of Jurupa Valley ("City") desire to enter into that certain Acquisition Agreement to provide the terms and conditions for the conveyance of this Property;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Directors of the Riverside County Regional Park & Open-Space District ("Board"), assembled in regular session on July 26, 2016, at 9:00 am or soon thereafter, in the meeting room of the Board of Directors, located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, that this Board finds that the conveyance of the Property as categorically exempt from the California

FORM-APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gunzel* 7-18-16  
DATE: \_\_\_\_\_  
SYNTHIA M. GUNZEL

1 Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines Section 15325(a) because the  
2 proposed project involves the transfer of real property that is no longer needed for the use by or purposes  
3 of the District and such transfer of ownership of land is to preserve existing natural conditions and  
4 historical resources.

5 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by vote of the Board of  
6 Directors of the Riverside County Regional Park & Open-Space District that this Board authorizes the  
7 conveyance of the Property by Grant Deed to the City of Jurupa Valley the following described real  
8 property: Certain real property located in the City of Jurupa Valley, County of Riverside, State of  
9 California, identified with Assessor’s Parcel Number 163-290-001, more particularly described in Exhibit  
10 “A”, Legal Description, attached hereto and thereby made a part hereof pursuant to the terms and  
11 conditions in that certain Acquisition Agreement between the District and the City.

12 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that this Board approves that  
13 certain Acquisition Agreement between the Riverside County Regional Park & Open-Space District and  
14 the City of Jurupa Valley and authorizes the Chairman of the Board to execute the Acquisition Agreement  
15 and Grant Deed on behalf of the District to complete the conveyance of real property and this transaction.

16 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board hereby directs  
17 the Clerk of the Board to file a Notice of Exemption with the Riverside County Clerk within five (5)  
18 working days of the approval by the Board.

19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

### Parcel 1:

That Parcel of land in the unincorporated area of Riverside County, California, being a portion of :

Map of the Subdivision of a portion of the Jurupa Ranch, Map Book 9, Page 26, Records of the Recorder of San Bernardino County, California;

Map of the Jurupa Rancho, Map Book 9, Page 33, Records of said Recorder; Lot No. 37 of the Jurupa Rancho, as confirmed to Abel Stearns by United States Patent in Book A of Land Patents, Page 374, of Official Records of San Bernardino County, California as shown on Government Plat of the Jurupa Rancho on file in the Office of the Surveyor General and approved December 21, 1887, described as follows:

Beginning at Station 66 as shown by map on file in Book 16, Pages 52 through 55 of Records of Survey, Records of the Recorder of Riverside County, California;

The Stations referred to in the following description are those shown on said Record of Survey; Thence South 72°02'46" East a distance of 769.65 feet, to Station 71 as shown on said Record of Survey;

The following (2) courses are along said Northerly line of said Record of Survey;  
(1) Thence South 78°04'12" East (formerly recorded South 78°42'50" East) a distance of 1,00.05 feet to Station 72;  
(2) Thence South 67°42'37" East (formerly recorded South 68°21'15" East) a distance of 908.78 feet;  
Thence South 01°05'53" West a distance of 278.24 feet to a point which bears North 01°05'53" East, 1,686.56 feet from Station 15 as shown on said Record of Survey;  
Thence North 59°06'00" West a distance of 542.47 feet;  
Thence North 70°22'00" West a distance of 684.00 feet;  
Thence South 88°07'00" West a distance of 387.00 feet;  
Thence North 69°45'00" West a distance of 529.00 feet;  
Thence North 57°53'04" West a distance of 768.85 feet to Station 66, the point of beginning.

### Parcel 2:

That Parcel of land in the unincorporated area of Riverside County, California, being a portion of:

Map of the Subdivision of a portion of the Jurupa Ranch, Map Book 9, Page 26, Records of the Recorder of San Bernardino County, California;

Map of the Jurupa Rancho, Map Book 9, Page 33, Records of said Recorder; Lot No. 37 of the Jurupa Rancho, as confirmed to Abel Stearns by United States Patent in Book A of Land patents, Page 374 of Official Records of San Bernardino County, California, as shown on Government Plat of the Jurupa Rancho on file in the Office of the Surveyor General and approved December 21, 1887, described as follows:

Beginning at Station 66 as shown by map on file in Book 16, Pages 52 through 55 of Record of Survey, Records of the Recorder of Riverside County, California;

Thence North  $00^{\circ}34'33''$  East (formerly recorded North  $00^{\circ}04'05''$  West) a distance of 585.87 feet to a point of intersection with the Westerly prolongation of the centerline of Lot "C" (64<sup>th</sup> Street, 30.00 feet wide) as shown by map of Sparmland Poultry Colony, on file in Book 11, Page 63 of Maps, said Records of the Recorder;

Thence South  $89^{\circ}47'22''$  East (formerly recorded North  $89^{\circ}34'00''$  East) along said Westerly prolongation of the centerline of Lot "C", a distance of 579.35 feet to a point of intersection of said prolongation with the Southwesterly line of said Sparmland Poultry Colony;

Thence South  $50^{\circ}19'42''$  East (formerly recorded South  $50^{\circ}58'20''$  East) a distance of 313.60 feet to Station 69 as shown on said Record of Survey;

Thence South  $44^{\circ}06'52''$  East (formerly recorded South  $44^{\circ}45'30''$  East) a distance of 380.15 feet to Station 70 as shown on said Record of Survey;

Thence South  $45^{\circ}54'38''$  West (formerly recorded South  $45^{\circ}16'00''$  West) a distance of 499.92 feet to Station 71 as shown on said Record of Survey;

Thence North  $72^{\circ}02'45''$  West a distance of 769.65 feet to Station 66, the point of beginning.

Assessor's Parcel No: 163-290-001



# Exhibit B

## Jurupa Parkland Sale Sale to City of Jurupa Valley



Legend

**\*IMPORTANT\*** Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.



REPORT PRINTED ON... 5/12/2016 10:39:48 AM

© Riverside County RCIT GIS

**Notes**  
APN 163-290-001



Recorded at request of and return to:

City of Jurupa Valley  
8930 Limonite Avenue  
Jurupa Valley, CA 92509

**FREE RECORDING**

This instrument is for the benefit of the  
County of Riverside, and is entitled to be  
recorded without fee.  
(Govt. Code 27383)

Project: Jurupa Parkland Transfer  
APN: 163-290-001

space above this line for recorder's use

# GRANT DEED

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

**RIVERSIDE COUNTY REGIONAL PARK and OPEN-SPACE DISTRICT,  
a park and open space district**

hereby grants to the

**CITY OF JURUPA VALLEY  
a municipal corporation**

its successors and assigns, all Grantor's right, title and interest in and to that certain real  
property situated in the County of Riverside, State of California, more fully described on  
**Exhibit A**, attached hereto and made a part hereof

Date: \_\_\_\_\_

By: \_\_\_\_\_

Kevin Jeffries  
Chairman, Board of Directors

Attach Grantor Acknowledgment and  
City of Jurupa Valley Certificate of Acceptance

NOTARY ACKNOWLEDGMENT  
(California All-Purpose Acknowledgment)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On \_\_\_\_\_, 2016 before me, \_\_\_\_\_, notary public, personally appeared \_\_\_\_\_, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

ATTACHED TO: GRANT DEED  
APN: 163-290-001



SCOTT BANGLE Parks Director/General Manager  
KYLIA BROWN Chief - Parks & Recreation  
KEITH HERRON Chief - Resources & Planning  
BRANDE HUNE Chief - Business Operations

## Riverside County Regional Park and Open-Space District

### NOTICE OF EXEMPTION

TO: County Clerk  
County of Riverside  
4080 Lemon St.  
Riverside, CA 92501

FROM: Riverside County Regional  
Park and Open-Space District  
4600 Crestmore Road  
Jurupa Valley, CA 92509

July 26, 2016

**Project Name:** Transfer of 26 Acre Jurupa Valley Property, Assessor's Parcel Number (APN) 163-290-001 to City of Jurupa Valley.

**Project Number:** N/A

**Project Location:** Riverside County Assessor's Parcel Numbers (APN): 163-290-001

**Description of Project:** The project is the transfer of property by grant deed to the City of Jurupa Valley by the Riverside County Regional Park and Open Space District (DISTRICT). The DISTRICT no longer has a use for this property and desires to transfer the property to the City of Jurupa Valley.

**Name of Public Agency Approving Project:** Riverside County Regional Park & Open-Space District

**Name of Person or Agency Carrying Out Project:** Riverside County Regional Park & Open-Space District

**Exempt Status:** California Environmental Quality Act (CEQA) Guidelines, Section 15325(f) - Transfers of Ownership of Interest in Land to Preserve Existing Natural Conditions.

**Reason(s) Why Project is Exempt:** The conveyance of the Property as categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15325(a) because the proposed project involves the transfer of real property that is no longer needed for the use by or purposes of the District and such transfer of ownership of land is to preserve existing natural conditions and historical resources.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Marc Brewer, Senior Planner

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ACQUISITION AGREEMENT**

This Acquisition Agreement, ("Agreement"), is made by and between the CITY OF JURUPA VALLEY, a municipal corporation, ("City") and the RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a special district ("District"). City and District are sometimes collectively referred to below as "Parties."

**RECITALS**

**WHEREAS**, the District is the owner of a fee interest in real property, consisting of approximately 26 acres of vacant land, identified by Assessor's Parcel Number 163-290-001, located within the City of Jurupa Valley, State of California ("Property"); and

**WHEREAS**, the Property is located at the corner of 64<sup>th</sup> Street and Downey Street in the City of Jurupa Valley, adjacent to the Santa Ana River; and

**WHEREAS**, District desires to convey to the City and the City desires to acquire the Property for the purpose of open space recreational use: District will convey by Grant Deed in favor of City of Jurupa Valley a fee interest in real property identified with Assessor's Parcel Number 163-290-001, more particularly legally described in Exhibit "A" and shown in Exhibit "B" attached hereto and by this reference incorporated herein.

**NOW, THEREFORE**, in consideration of the above Recitals, the obligations set forth below, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and City mutually agree as follows:

**ARTICLE 1. AGREEMENT**

1           1.     Recitals. All the above recitals are true and correct and by this reference  
2 are incorporated herein.

3           2.     Conveyance of Property.

4           A.     The District agrees to convey to the City, and the City agrees to  
5 accept from the District the Real Property interests "as-is" for a purchase price of One  
6 Hundred Thirty Five Thousand Dollars (\$135,000.00).

7           B.     City Obligations. If City opts to open an escrow in connection with  
8 this transaction and obtain a CLTA Owner's Standard Coverage Policy of Title  
9 Insurance insuring the City's fee interest in the Property, the City will pay all escrow,  
10 recording, and title insurance, incurred in this Transaction.

11           i.     Should escrow be required, said escrow and recording  
12 charges shall not include documentary transfer tax as District is exempt pursuant to  
13 California Government Code section 6103 and California Revenue and Taxation Code  
14 section 11922.

15           ii.    City will deposit any and all documents consistent with this  
16 Agreement as are reasonably required by Escrow Holder or otherwise to close escrow.

17           iii.   City will pay to District the costs charged by EDA staff  
18 (which includes EDA staff, County Counsel staff and others) for completing and  
19 reviewing documents necessary to obtain the Board of Directors' approval for the  
20 conveyance of the Property to the City and for the costs arising for the preparation and  
21 completion of a Categorical Exemption and other reviews as District deems necessary.  
22 These costs shall not exceed Twenty Thousand Dollars (\$20,000) and District shall  
23 provide an invoice to the City to the attention of the City Manager. City shall pay the  
24 invoiced amount to District within 45 days of the District's submittal of the invoice to the  
25 City.

26           3.     The District shall:

27           A.     Provide the Grant Deed executed, acknowledged and delivered to  
28 the City Clerk of the City, substantially in the form attached hereto as Attachment "1"



1 (Deed) granting to the City the Property in fee, free and clear of all liens,  
2 encumbrances, easements, leases (recorded or unrecorded), and taxes except those  
3 encumbrances and easements which, in the sole discretion of the City, are acceptable.  
4 District shall have no obligation to remove any title exceptions in the event that the City  
5 determines a title exception to be unacceptable.

6 B. The Property shall be conveyed "As Is".

7  
8 **Article II. MISCELLANEOUS**

9 1. It is mutually understood and agreed by and between the Parties hereto that  
10 the right of possession and use of the subject property by City, including the right to  
11 remove and dispose of improvements, shall commence upon recordation of the Grant  
12 Deed and consummation of this transaction.

13 2. This Agreement embodies all of the considerations agreed upon between the  
14 City and District. This Agreement was obtained without coercion, promises other than  
15 those provided herein, or threats of any kind whatsoever by or to either party.

16 3. The performance of this Agreement constitutes the entire consideration for  
17 the acquisition of the Property and shall relieve the District of all further obligations or  
18 claims pertaining to the acquisition of the Property or pertaining to the location, grade  
19 or construction of the proposed public improvement.

20 4. This Agreement is made solely for the benefit of the Parties to this  
21 Agreement and their respective successors and assigns, and is not intended to give  
22 any other person or entity any rights to the Property or this Agreement.

23 5. This Agreement shall not be changed, modified, or amended except upon the  
24 written consent of the Parties hereto.

25 6. This Agreement is the result of negotiations between the Parties and is  
26 intended by the Parties to be a final expression of their understanding with respect to  
27 the matters herein contained. This Agreement supersedes any and all other prior  
28 agreements and understandings, oral or written, in connection therewith. No provision

1 contained herein shall be construed against the District solely because it prepared this  
2 Agreement in its executed form.

3 7. This Agreement shall be governed by the laws of the State of California. Any  
4 action at law or in equity brought by either of the Parties for the purpose of enforcing a  
5 right or rights provided for by this Agreement shall be tried in a court of competent  
6 jurisdiction in the District, State of California, and the Parties hereby waive all  
7 provisions of law providing for a change of venue in such proceedings to any other  
8 District.

9 8. This Agreement will be binding upon and inure to the benefit of the heirs,  
10 executors, administrators, successors and assigns of the Parties hereto.

11 9. This Agreement may be signed in counterpart or duplicate copies, and any  
12 signed counterpart or duplicate copy shall be equivalent to a signed original for all  
13 purposes.

14 10. Each party has reviewed this Agreement and each has had the opportunity  
15 to have its respective counsel and real estate advisors review and revise the  
16 Agreement. Any rule of construction to the effect that ambiguities are to be resolved  
17 against the drafting party will not apply in the interpretation of this Agreement or any  
18 amendments or attachments thereto. In this Agreement the neuter gender includes the  
19 feminine and masculine, and singular number includes the plural, and the words  
20 "person" and "party" include corporation, partnership, firm, trust, or association  
21 wherever the context so requires. The recitals and captions of the sections and  
22 subsections of this Agreement are for convenience and reference only, and the works  
23 contained therein will in no way be held to explain, modify, amplify or aid in the  
24 interpretation, construction or meaning of the provisions of this Agreement.

25 11. It is mutually understood and agreed by and between the Parties hereto  
26 that the right of possession and use of the subject property by City, including the right  
27 to remove and dispose of improvements, shall commence upon the execution of this  
28 Agreement by all Parties. The Purchase Price includes, but is not limited to, full

1 payment for such possession and use.

2 12. If any part, term or provision of this Agreement is held by a court of  
3 competent jurisdiction to be illegal or in conflict with any law, the validity of the  
4 remaining provisions will not be affected, and the rights and obligations of the Parties  
5 will be construed and enforced as if this Agreement did not contain the particular part  
6 term or provision held to be invalid.

7 13. The Attachments to this Agreement are incorporated herein by this  
8 reference.

9 14. Each party will, as requested by the other party, execute, acknowledge,  
10 and deliver, or cause to be executed, acknowledged, and delivered, such further  
11 instruments and documents, including escrow instructions, as may reasonably be  
12 necessary in order to complete the sale, conveyance, and transfer herein provided and  
13 to do any and all other acts and to execute, acknowledge, and deliver any and all  
14 documents as may be requested in order to carry out the intent and purpose of this  
15 Agreement.

16  
17 (SIGNATURES ON THE FOLLOWING PAGE)  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 15. The Effective Date is the date on which this Agreement is approved and  
2 fully executed by District and City as listed on the signature page of this Agreement.

3 **IN WITNESS WHEREOF**, the Parties have executed this Agreement the day  
4 and year last below written.

5  
6 **DISTRICT:**  
7 RIVERSIDE COUNTY REGIONAL  
8 PARKS & OPEN-SPACE DISTRICT

CITY:  
CITY OF JURUPA VALLEY  
A municipal corporation

9  
10 By: \_\_\_\_\_  
11 Kevin Jeffries, Chairman  
Board of Directors

By: Laura Roughton  
Laura Roughton, Mayor

12 Dated: \_\_\_\_\_

Dated: July 21, 2016

13  
14 **ATTEST:**  
15 Kecia Harper-Ihem  
Clerk of the Board

Victoria Wasko, CMC  
City Clerk

16 By: \_\_\_\_\_  
17 Deputy

By: Victoria Wasko

18  
19  
20  
21 **APPROVED AS TO FORM:**

22 Gregory P. Priamos  
23 County Counsel

Richards, Watson & Gershon

24 By: Synthia M. Gunzel  
25 Cynthia M. Gunzel  
26 Deputy County Counsel

By: Peter M. Thorson  
Peter M. Thorson, City Attorney

27 JRF:ra/081715/251FM/17.511 S:\Real Property\TYPING\Docs-17.000 to 17.500\17.511  
28

EXHIBIT "A"  
LEGAL DESCRIPTION

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28



## EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

### Parcel 1:

That Parcel of land in the unincorporated area of Riverside County, California, being a portion of :

Map of the Subdivision of a portion of the Jurupa Ranch, Map Book 9, Page 26, Records of the Recorder of San Bernardino County, California;

Map of the Jurupa Rancho, Map Book 9, Page 33, Records of said Recorder; Lot No. 37 of the Jurupa Rancho, as confirmed to Abel Stearns by United States Patent in Book A of Land Patents, Page 374, of Official Records of San Bernardino County, California as shown on Government Plat of the Jurupa Rancho on file in the Office of the Surveyor General and approved December 21, 1887, described as follows:

Beginning at Station 66 as shown by map on file in Book 16, Pages 52 through 55 of Records of Survey, Records of the Recorder of Riverside County, California;

The Stations referred to in the following description are those shown on said Record of Survey; Thence South 72°02'46" East a distance of 769.65 feet, to Station 71 as shown on said Record of Survey;

The following (2) courses are along said Northerly line of said Record of Survey;  
(1) Thence South 78°04'12" East (formerly recorded South 78°42'50" East) a distance of 1,00.05 feet to Station 72;

(2) Thence South 67°42'37" East (formerly recorded South 68°21'15" East) a distance of 908.78 feet;

Thence South 01°05'53" West a distance of 278.24 feet to a point which bears North 01°05'53" East, 1,686.56 feet from Station 15 as shown on said Record of Survey;

Thence North 59°06'00" West a distance of 542.47 feet;

Thence North 70°22'00" West a distance of 684.00 feet;

Thence South 88°07'00" West a distance of 387.00 feet;

Thence North 69°45'00" West a distance of 529.00 feet;

Thence North 57°53'04" West a distance of 768.85 feet to Station 66, the point of beginning.

### Parcel 2:

That Parcel of land in the unincorporated area of Riverside County, California, being a portion of:

Map of the Subdivision of a portion of the Jurupa Ranch, Map Book 9, Page 26, Records of the Recorder of San Bernardino County, California;

Map of the Jurupa Rancho, Map Book 9, Page 33, Records of said Recorder; Lot No. 37 of the Jurupa Rancho, as confirmed to Abel Stearns by United States Patent in Book A of Land patents, Page 374 of Official Records of San Bernardino County, California, as shown on Government Plat of the Jurupa Rancho on file in the Office of the Surveyor General and approved December 21, 1887, described as follows:

Beginning at Station 66 as shown by map on file in Book 16, Pages 52 through 55 of Record of Survey, Records of the Recorder of Riverside County, California;

Thence North  $00^{\circ}34'33''$  East (formerly recorded North  $00^{\circ}04'05''$  West) a distance of 585.87 feet to a point of intersection with the Westerly prolongation of the centerline of Lot "C" (64<sup>th</sup> Street, 30.00 feet wide) as shown by map of Sparmland Poultry Colony, on file in Book 11, Page 63 of Maps, said Records of the Recorder;

Thence South  $89^{\circ}47'22''$  East (formerly recorded North  $89^{\circ}34'00''$  East) along said Westerly prolongation of the centerline of Lot "C", a distance of 579.35 feet to a point of Intersection of said prolongation with the Southwesterly line of said Sparmland Poultry Colony;

Thence South  $50^{\circ}19'42''$  East (formerly recorded South  $50^{\circ}58'20''$  East) a distance of 313.60 feet to Station 69 as shown on said Record of Survey;

Thence South  $44^{\circ}06'52''$  East (formerly recorded South  $44^{\circ}45'30''$  East) a distance of 380.15 feet to Station 70 as shown on said Record of Survey;

Thence South  $45^{\circ}54'38''$  West (formerly recorded South  $45^{\circ}16'00''$  West) a distance of 499.92 feet to Station 71 as shown on said Record of Survey;

Thence North  $72^{\circ}02'45''$  West a distance of 769.65 feet to Station 66, the point of beginning.

Assessor's Parcel No: 163-290-001

# Exhibit B

## Jurupa Parkland Sale Sale to City of Jurupa Valley



Legend

**\*IMPORTANT\*** Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.



REPORT PRINTED ON...5/12/2016 10:39:48 AM

© Riverside County RCIT GIS

**Notes**  
APN 163-290-001

ATTACHMENT "1"

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Recorded at request of and return to:

City of Jurupa Valley  
8930 Limonite Avenue  
Jurupa Valley, CA 92509

**FREE RECORDING**

This instrument is for the benefit of the  
County of Riverside, and is entitled to be  
recorded without fee.  
(Govt. Code 27383)

Project: Jurupa Parkland Transfer  
APN: 163-290-001

space above this line for recorder's use

## GRANT DEED

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

**RIVERSIDE COUNTY REGIONAL PARK and OPEN-SPACE DISTRICT,  
a park and open space district**

hereby grants to the

**CITY OF JURUPA VALLEY  
a municipal corporation**

its successors and assigns, all Grantor's right, title and interest in and to that certain real  
property situated in the County of Riverside, State of California, more fully described on  
**Exhibit A**, attached hereto and made a part hereof

Date: \_\_\_\_\_

By: \_\_\_\_\_

Kevin Jeffries  
Chairman, Board of Directors

Attach Grantor Acknowledgment and  
City of Jurupa Valley Certificate of Acceptance



NOTARY ACKNOWLEDGMENT  
(California All-Purpose Acknowledgment)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On \_\_\_\_\_, 2016 before me, \_\_\_\_\_, notary public, personally appeared \_\_\_\_\_, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

ATTACHED TO: GRANT DEED  
APN: 163-290-001



## CERTIFICATION CITY OF JURUPA VALLEY

STATE OF CALIFORNIA     )  
COUNTY OF RIVERSIDE    ) ss  
CITY OF JURUPA VALLEY    )

I HEREBY CERTIFY that the foregoing City Council Resolution No. 2016-46 dated July 21, 2016, consisting of 3 pages is a full, true and correct copy of the original record on file in the office of the City Clerk.

Victoria Wasko, CMC  
City Clerk

Executed this 22<sup>nd</sup> day of July, 2016

**RESOLUTION NO. 2016-46**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING THE ACQUISITION AGREEMENT BETWEEN CITY OF JURUPA VALLEY AND RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT FOR THE CITY'S PURCHASE OF 26 ACRES OF REAL PROPERTY ALONG THE SANTA ANA RIVER AND FINDING THAT THE ACQUISITION IS EXEMPT FROM CEQA REVIEW UNDER SECTIONS 15316 AND 15378(b)(4) OF THE CEQA GUIDELINES**

**THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY DOES RESOLVE AS FOLLOWS:**

**Section 1. Findings.** The City Council finds, determines and declares as follows:

(a) Pursuant to the Acquisition Agreement the City of Jurupa Valley ("City") will purchase from the Riverside County Regional Park & Open-Space District ("District") approximately 26 acres of land adjacent to and northerly of the Santa Ana River with the entrance to the property being at the southeast corner of 64th and Downey Street ("Subject Parcel") and legally described in the Acquisition Agreement ("Property").

(b) On July 13, 2016, the Planning Commission of the City of Jurupa Valley adopted its Resolution No. 2016-7-13-03 finding that the acquisition of the Property by the City from the District conforms to the City's existing General Plan and each element thereof.

(c) The City Council reaffirms the findings of the Planning Commission and finds that the acquisition of the Subject Property by the City from the District conforms to the existing General Plan and each element thereof.

(d) The purchase price for the Subject Property is not more than the fair market value of the Property.

(e) Pursuant to Section 15316 of the California Environmental Quality Act ("CEQA"), Chapter 3, Guidelines for Implementation of the California Environmental Quality Act, the acquisition of the Subject Property is exempt from CEQA review based on the fact that the action is for the transfer of title of the Subject Property to the City for a park purposes, the Subject Property is in a natural condition and a management plan for the Subject Property has not been prepared. Additionally under Section 15378(b)(4), the City of Jurupa Valley's acquisition of the Subject Parcel is not a project as defined by CEQA.

(f) The City's purchase of the Subject Property promotes the health, safety and general welfare of the City and the people in it and serves an important public purpose in providing additional open-space for the City.

**Section 2. Approval of Acquisition Agreement.** The City Council of the City of Jurupa Valley hereby approves that certain agreement entitled "Acquisition Agreement" between the City of Jurupa Valley and the Riverside County Regional Park & Open-Space District in

substantially the form on file in the Office of the City Clerk. The Mayor is hereby authorized to execute the Acquisition Agreement on behalf of the City. An original of the Acquisition Agreement, when executed by the City and the District, shall be placed on file in the Office of the City Clerk.


**Section 3.** City Manager's Authority. The City Manager is hereby authorized, on behalf of the City, to take all actions necessary and convenient to carry-out and implement the terms of the Acquisition Agreement, effect the transfer the Property to the City and approve and execute on behalf of the City all agreements, documents or instruments that are necessary and convenient to implement the Acquisition Agreement and effect the transfer of the Property to the City, including but not limited to, property studies, escrow instructions, title reports, resolution of title exceptions, certificate of acceptance for the Grant Deed, and other similar agreements, documents or instruments.

Certification. The City Clerk shall certify the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Jurupa Valley on this 21<sup>st</sup> day of July, 2016.

  
\_\_\_\_\_  
Laura Roughton  
Mayor

ATTEST:

  
\_\_\_\_\_  
Victoria Wasko, CMC  
City Clerk

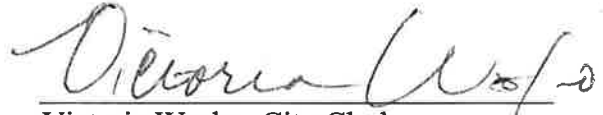
**CERTIFICATION**

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF JURUPA VALLEY        )

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2016-46 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 21<sup>st</sup> day of July, 2016 by the following votes, to wit:

- AYES:           BERKSON, HANCOCK, JOHNSTON, LAURITZEN, ROUGHTON**
- NOES:           NONE**
- ABSENT:        NONE**
- ABSTAIN:       NONE**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 21<sup>st</sup> day of July, 2016.



Victoria Wasko, City Clerk  
City of Jurupa Valley