



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



129

FROM: Regional Park & Open-Space District

SUBMITTAL DATE:
November 1, 2012

SUBJECT: Paloma Valley Property MOU Termination Agreement

RECOMMENDED MOTION: That the Board of Directors:

1. Approves the attached Termination Agreement between the Riverside County Regional Park and Open-Space District and the Southern California Gas Company; and
2. Authorizes the Chairman of the Board to execute the Termination Agreement; and
3. Direct the Clerk of the Board to return three (3) executed copies of these documents to the Riverside County Regional Park and Open-Space District for transmittal and filing.

BACKGROUND: (continued on page 2)

Scott Bangle, General Manager

2013-014D

| | | | | |
|------------------------------|-------------------------------|-----|-------------------------|-----------|
| FINANCIAL DATA N/A | Current F.Y. Total Cost: | \$0 | In Current Year Budget: | N/A |
| | Current F.Y. Net County Cost: | \$0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$0 | For Fiscal Year: | 2012-2013 |

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
Alex Gann

County Executive Office Signature

MINUTES OF THE REGIONAL PARK AND OPEN SPACE DISTRICT

On motion of Commissioner Stone, seconded by Commissioner Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: April 23, 2013
 xc: Parks

Kecia Harper-Ihem
 Clerk of the Board
 By: Kecia Harper-Ihem
 Deputy

Prev. Agn. Ref.: 10/04/05 M.O. 13.1 | District: III/V | Agenda Number:

13-3 D

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
 BY: Synthia M. Gunzel
 SYNTHIA M. GUNZEL, Department Concurrence DATE

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

SUBJECT: Paloma Valley Property MOU Termination Agreement

BACKGROUND:

In 2004, the Riverside County Regional Park and Open-Space District ("District") was contacted by San Diego Gas and Electric (SDG) and Sempra Energy (SCG) regarding certain mitigation site located south of Scott Road, between Lindenberger Road and Briggs Road. The site is known as the Line 6900 Mitigation Parcel at Paloma Valley in the Menifee area and consists of approximately 36 acres of land with Assessor Parcel Numbers 359-140-015, 359-140-016, 359-140-017 and 359-140-019 ("Property").

A Memorandum of Understanding ("MOU") was entered into on October 4, 2005, where the District agreed to accept a conservation easement on that mitigation parcel located in the Paloma Valley area, in exchange for SCG providing to the District reimbursement for costs and a management endowment fund. SCG requested of the District to enter into the MOU in order for SCG to satisfy mitigation requirements associated with SCG's 17-mile pipeline project. In contemplation of the SCG's desire to convey a fee simple interest to the Western Riverside County Regional Conservation Authority instead, the District and SCG now desire to terminate the MOU and release and surrender every term, condition and other rights under the MOU to each other pursuant to the terms and conditions in this Agreement.

The Termination Agreement has been reviewed and approved as to form by County Counsel.

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT ("Agreement") dated as of this 23rd day of April, 2013, made by and between the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district created pursuant to the California Public Resources Code D.5, Ch.3, Art. 3, ("District"), and the SOUTHERN CALIFORNIA GAS COMPANY, a California corporation, ("SCG"), and sometimes hereinafter collectively referred to as the Parties.

RECITALS

WHEREAS, the District and SCG entered into that certain Memorandum of Understanding dated October 4, 2005, ("MOU"), attached hereto as Exhibit "A" and by this reference incorporated herein, whereby the District agreed to accept a conservation easement granted to it by SCG and assume management responsibilities of the conservation easement on that certain real property located in the Paloma Valley area in the County of Riverside, State of California, consisting of approximately 36 acres, with Assessor's Parcel Numbers 359-140-015, 359-140-016, 359-140-017, and 359-140-019, ("Property"), in exchange for SCG providing to the District reimbursement for costs and a management endowment fund; and

WHEREAS, SCG requested of the District to enter into the MOU in order for SCG to satisfy mitigation requirements associated with SCG's 17-mile pipeline project known as the Line 6900 project in the Menifee area of the County of Riverside; and

WHEREAS, due to a number of economic and policy changes, the desire to convey a conservation easement to the District no longer exists and SCG will now convey a fee simple interest with restrictions in the Property to the Western Riverside County Regional Conservation Authority; and

WHEREAS, as a result of the above referenced changes, District and SCG now desire to terminate the MOU and release and surrender each and every term, condition, and other right and benefit that may have been created by or may arise under the MOU to each other pursuant to the terms and conditions in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

I. TERMINATION

The District and SCG mutually understand and agree that the above-referenced MOU is to be terminated as of the _____ day of _____, 2012, only to the extent that it created rights and responsibilities to each other and subject to the fulfillment of the following conditions and considerations:

A. If provided from SCG and still in the District's possession, District will deliver back to SCG contemporaneously with the signing of this Agreement, all original relevant files, data bases, contact lists, and original paperwork of any kind received by SCG on the existing agreements concerning the Property and the interested state and federal resource agencies. This requirement shall not apply to emails, correspondence received by the District or copies of project requirements imposed upon SCG.

B. SCG agrees to pay District, contemporaneously with the signing of this Agreement, as reimbursement for performance under the MOU and costs associated with the MOU in the amount of nine thousand two hundred dollars (\$9,200).

C. SCG acknowledges that this Agreement does not relieve SCG from any of its mitigation or restoration obligations associated with its Line 6900 pipeline project.

II. MUTUAL RELEASE

A. District and SCG discharge and release each other and their agents, contractors, officers, officials, directors, and employees from any actions, causes of action, claims and demands, costs, loss of services, and expenses and compensation related in any way to all known and unknown damages or injuries resulting, now or later, from any of the rights and obligations created in the MOU to each other.

B. The Parties hereby declares the MOU terminated and of no further force or effect, and releases, relinquishes, surrenders, terminates and forever discharges each and every right, claim, damage, obligation, benefit, encumbrance, suit, debt, sum of money, account, reckoning, covenant, contract, promise, demand, cause of action and right of process or lawsuit, at law or in equity, contingent or otherwise, to each other, or any of their respective successors, assigns, representatives, officers, directors, attorneys, employees, shareholders or principals, or any other persons and/or entities who now have or may hereafter require any interest in the Property, now or may ever become entitled under or with respect to the MOU as it pertains to those rights and obligations to each other in the MOU provided the conditions in Section I, subsections A and B are satisfied. This document does not affect any continuing mitigation obligations, including but not limited to restoration requirements, associated with SCG's Line 6900 pipeline project.

C. Each party agrees to indemnify, defend and hold harmless the other party from any claims and demands, costs, loss of services, damage or injuries, expenses, and compensation in any way arising out of the MOU and from any liability whatsoever, based or asserted upon any act or omission of the indemnifying party, its officers, officials, employees, subcontractors, agents or representatives arising out of or in any way relating to or in any way connected with the MOU or this Agreement.

D. Each party represents and warrants to the other party that the party has read and understood the Agreement with the releases and indemnification provisions and that each party has had the legal effect of this Agreement explained by competent legal counsel of that party's own choice and that each party is executing this Agreement of that party's own free will.

III. ATTORNEY FEES

If any legal action is taken to enforce the terms of this Agreement by any party, the prevailing party may be entitled to recover reasonable attorney's fees and costs only if such party has prevailed in a judgment by a court of competent jurisdiction.

IV. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties regarding the matters covered in this Agreement. There have been no other statements, promises, or representations made by the parties that are intended to alter, modify, or complement this Agreement.

V. AMENDMENT

This Agreement may not be altered, amended, modified, or otherwise changed in any respect, except by a writing executed by an authorized representative of each party.

VI. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute but one instrument, and shall become effective when copies hereof, taken together, bear the signatures of or on behalf of each of the parties hereto.

VII. TITLES

The section titles in this Agreement 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 Agreement to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this Agreement or in any way affect the agreement of the Parties set out in this Agreement and are not to be

taken as part of the instrument or used to interpret this Agreement.

VIII. TIME OF ESSENCE

Time is of the essence in this Agreement.

IX. AUTHORIZATION

The undersigned, by their signatures, represent and warrant that they are authorized agents of their respective entities and are authorized to execute this Agreement. The Parties hereby represent that each party, respectively, has full power, authority and capacity to make this Termination Agreement. At the time of execution of this Agreement, the Parties represent and warrant that neither party has made an assignment or transfer of any kind, or otherwise pledged or hypothecated, any of the interests, rights or benefits that either party previously had, now has or may ever become entitled to under or with respect to the MOU.

X. RULES OF CONSTRUCTION

This Termination Agreement shall be construed against the party drafting or causing to be drafted any instrument.

XI. SUCCESSORS AND ASSIGNS

This Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns.

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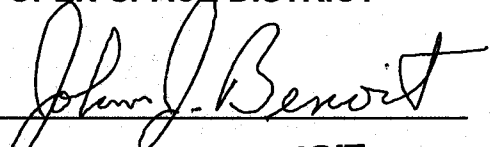
[Signature Provisions on Following Page]

XII. GOVERNING LAW AND JURISDICTION

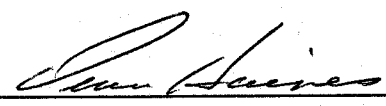
This Agreement is governed and construed in accordance with California law. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, 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 WITNESS WHEREOF, the Parties have executed and delivered this Termination Agreement as of the day first above written.

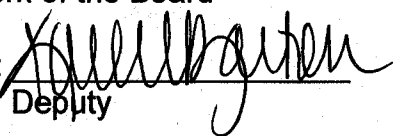
**RIVERSIDE COUNTY REGIONAL
PARK & OPEN-SPACE DISTRICT**

By: 
Chairman **JOHN J. BENOIT**
Board of Directors

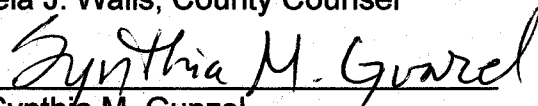
**SOUTHERN CALIFORNIA
GAS COMPANY**

By: 
Name: Deanna Haines
Title: Director, Env. Services

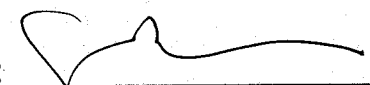
ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Pamela J. Walls, County Counsel

By: 
Cynthia M. Gunzel
Deputy County Counsel

APPROVED AS TO FORM:

By: 
General Counsel