SAN DIEGUITO RIVER PARK
JOINT POWERS AUTHORITY
11:00 a.m. – 12:30 p.m.
Friday, September 15, 2017
County Administration Center
1600 Pacific Highway, Room 302/303
San Diego

Speaker slips will be available. Please fill out a slip and give it to the
Chair prior to the meeting if you wish to speak to an item on the agenda.
The Board may take action on any item listed on the Consent or Action
Agenda.

Introductions and Announcements

Pledge of Allegiance

Approval of the Minutes of July 21, 2017 (Page 3)

Executive Director’s Report

Public Comment

This portion of the agenda provides an opportunity for members of the public to
address the Board on items of interest within the jurisdiction of the Board and not
appearing on today’s agenda. Comments relating to items on today’s agenda are
to be taken at the time the item is heard. Pursuant to the Brown Act, no action
shall be taken by the Board on public comment items.

DISCUSSION/ACTION

1. Adopt Resolution No. 17-01 Approving the Purchase of the Blum Property for Park
and Open Space Purposes (Page 7)

2. Approve San Diego Zoo Safari Park Membership in Citizens Advisory
Committee (Page 21)
INFORMATION

3. Project Status Updates
   a. Founders Tribute
   b. Pamo Valley Trail
   c. Coastal Ranger Station

4. Coordination Reports (oral)
   a. San Dieguito River Valley Conservancy
   b. Friends of the San Dieguito River Valley
   c. Volcan Mountain Preserve Foundation
   d. San Dieguito Lagoon Committee
   e. Friends of Sikes Adobe

5. Jurisdictional Status Reports

   An opportunity for the Board members to report on actions taken
   within their jurisdictions to further the park planning process.

6. Communications

THE NEXT REGULAR JPA MEETING WILL BE October 20, 2017

If you have any questions, please call Kevin McKernan at (858) 674-2270 Ext. 15

****Due to the high cost of printing and mailing the JPA and CAC agendas,
the JPA has converted to an email distribution of both agendas. Please advise
the office at 858 674-2270 if you do not have an e-mail address and want other
arrangements to be made. The agenda and minutes are available at no cost on
the San Dieguito River Park web site at www.sdrp.org
MEMBERS PRESENT
Dave Grosch - Chair
Dwight Worden
Mark Kersey
Dianne Jacob
Jeff Barnouw

MEMBERS ABSENT
Kristin Gaspar – Vice Chair
Barbara Bry
Olga Diaz
Judy Hegenauer
Dustin Fuller

VISITORS/STAFF PRESENT
Wayne Brechtel
Kevin McKernan
Brenda Miller
John Barone
Jacqueline Winterer
Justin Garver
Bill Michalsky
Terry Kopanski
Bryan Ward
Steven Hadley
Dallas Pugh
Brad Bartlett
Shannon Ayala
Adam Wilson

INTRODUCTION AND ANNOUNCEMENTS
Chair Grosch convened the meeting at 11:00 a.m. in the County Administration Building, 1600 Pacific Highway, Room 302/303, San Diego, CA 92101

PLEDGE OF ALLEGIANCE
Chair Grosch invited everyone to stand and recite the Pledge of Allegiance.

APPROVAL OF MINUTES OF MAY 19, 2017
Boardmember Barnouw made a motion to approve the minutes of May 19, 2017, Boardmember Worden seconded the motion.
Yes votes: Grosch, Jacob, Worden, Barnouw, Kersey
Absent: Gaspar, Bry, Diaz, Hegenauer
Executive Director’s Report - Executive Director McKernan introduced park ranger Bryan Ward. Bryan addressed the Board and stated he has been with the River Park for seven years. Bryan has a degree in Environmental Chemistry from UCSD. He enjoys working outside, assisting trail users, and is looking forward to building the Pamo Valley Trail. Bryan was asked what challenges he faces on a daily basis and answered rule violators at the San Dieguito Lagoon, i.e. Illegal fishing. 99% of the trail users are great.

Public Comment – No Public Comment

ACTION AGENDA

1. Update on Fiscal Year 16/17 Budget Status
   Recommendation: Board acknowledge and file FY 16/17 year-end budget report
   Executive Director McKernan reported the status of the Operating and Coastal budgets with a small budget deficit of $6,093. The Operating budget reflects storm related expenses incurred and staff is submitting claims to FEMA for reimbursement of staff time and expenses. Unbudgeted donations of $20,000 were received. The Coast budget is close to its target. Executive Director McKernan was asked if there were any areas in the budget that were of concern. There has not been a wage increase on the budget for several years and this should be looked at on the next year’s budget. The Sikes Saturday Series brought attention to Sikes Adobe and some revenue. It was a good highlight. Off track betting came in higher than budgeted. A budget adjustment was made last year and a portion was used for employee benefits. Executive Director McKernan was asked to explain the Cash Balance Report of account balances held with the County of San Diego and it was determined that the Reserve Account funds were the only monies not committed. The JPA does not have a reserve policy. It was stated that the endowment accounts were not reflected on this report.

   Executive Director McKernan introduced Shannon Ayala from Davis Farr as the JPA’s new auditor. The endowment funds were added into the financial statement this year. The JPA is in good shape. The value of land assets and pensions were discussed. The JPA does budget for the pension obligation bond repayment. The JPA does have insurance to cover the volunteers.

INFORMATION

3. Project Status Updates
   a. Founders Tribute
      Executive Director McKernan presented a report of the background, site, tribute criteria, list of founders, list of key roles, the artist team, and the artist concept for the Founders Tribute. The project is being done with funding from a County of San Diego Neighborhood Investment Program grant. The final design will be presented to the Founders Tribute Committee, Interpretation Committee, Citizens Advisory Committee, and the JPA for approval. It will be completed by the end of this calendar year.
b. **Pamo Valley Trail**  
Executive Director McKernan reported that staff has received all of the permits, the rangers are staking the area, and work will begin when the weather is a little cooler.

c. **W19**  
Executive Director McKernan reported that letters are being written in response to the CEQA comments. Counsel Wayne Brechtel added that there will be coordination with Southern California Edison and that the comments received are standard for this type of project.

d. **Coastal Ranger Station**  
Executive Director McKernan reported that last year the JPA was unsuccessful in getting bids within our budget. JPA staff has reworked the plans to phase the project. Staff is very close to obtaining the permits and will then go out to bid on phase one; the maintenance building and fenced yard area. The JPA was the victim of tool and equipment theft at the Lagoon storage trailer at the end of June. An insurance claim was filed and staff is in the process of replacing the tools and equipment. The funding for the Ranger Station will be from Southern California Edison, a grant from the Coastal Conservancy, donations, and possibly applying for a County Neighborhood Reinvestment Program grant.

4. **Coordination Reports**

a. **San Dieguito River Valley Conservancy** – Brad Bartlett reported that Jess Norton is leaving the Conservancy to take a position at Washington State Parks. Two employees have been hired in her place; Jack Hughes, Conservation Manager and Ana Lutz, Education Manager. Mr. Bartlett continued to say congratulations for the ribbon cutting of the 22nd District Agricultural Association restoration project. The Conservancy has received a $15,000 grant from REI and $15,000 grant from the Wolk Nature Fund. The monies will be given to the City of Del Mar for preliminary work to be done on the third phase of the River Path Del Mar, one-half mile from the Grand Avenue Overlook to the trail head at Crest Canyon. Mr. Bartlett said the Conservancy is pleased to be working with the River Park to conduct a survey at the Osuna Valley location to determine the jurisdictions and where to plan the trail. He stated that he is pleased to have helped and is offering to continue to help on the Pamo Valley Trail segment. The Coast to Crest Trail Challenge has begun to get more visitors to the Park at the locations of Volcan Mountain, Clevenger Canyon, Bernardo Summit, Del Dios Gorge, and the San Dieguito Lagoon. The Conservancy also offers guided hikes at these trails. River Valley Fest will be held October 8 from 2 pm – 7 pm at Fairbanks Ranch Country Club. Boardmember Barnouw mentioned that there is a Del Mar City Picnic the same day.

b. **Friends of the San Dieguito River Valley** – no report  
c. **Volcan Mountain Preserve Foundation** – no report  
d. **San Dieguito Lagoon Committee** – no report  
e. **Friends of Sikes Adobe** – no report
5. Jurisdictional Status Reports – Boardmember Worden mentioned that the recent wetlands restoration done by the 22nd District Agricultural Association had been planned for many years and is approximately ten acres of salt marsh, including the relocation of the boardwalk and the Coast to Crest Trail.

6. Communications – No Communications

7. Adjourn to Closed Session

a. Closed session pursuant to California Government Code Sec. 54956.8 to confer with Real Property Negotiators regarding potential terms for acquisition of property: Property Location – 18390 Sycamore Creek Road, Poway, CA; Agency Negotiators – Kevin McKerman and D. Wayne Brechtel; Property Owner Negotiator – Blum

b. Closed session pursuant to California Government Code Section 54957(b)(1) to evaluate the performance of Executive Director

The Board met in closed session for the items previously announced and approved entering into a purchase agreement for the Blum property for the sum of $210,000, subject to final approval at a future Board meeting. The Board also reviewed the Executive Director’s performance and appointed an adhoc committee of board members to look at the question of salaries for staff and Executive Director. No further reportable action was taken. As a follow-up, it came to the attention that the Board did not take action on agenda item 2 Receive and File Third Party Auditor’s Report for Fiscal Year ending June 30, 2016. Boardmember Kersey made the motion and Boardmember Worden seconded the motion.

Yes votes: Grosch, Jacob, Worden, Barnouw, Kersey
Absent: Gaspar, Diaz, Hegenauer, Bry

Chair Grosch adjourned the meeting at 12:30 pm.

These minutes approved by Board Action

__________________________  ____________________
Date  Executive Director
DATE: September 15, 2017

TO: JPA Board of Directors

FROM: Staff

SUBJECT: Approval of Blum Parcel Acquisition

BACKGROUND:

The JPA staff and Counsel previously presented the JPA Board with the opportunity to acquire approximately 6.5 acres of inholding property near the JPA headquarters office in Poway. The parcel represents the last piece of privately held property centered within the JPA’s Sycamore Creek Preserve. The Board authorized the staff and Counsel to negotiate purchase terms with the seller.

Subsequent to successful negotiations, the Board conditionally approved the purchase and sale terms arrived at by both parties, authorized staff to execute a Purchase Agreement, open escrow and conduct due diligence. The terms the Purchase Agreement include: (i) a purchase price of $210,000.00, (ii) $30,000.00 down payment, and (iii) seller financing of the $180,000.00 balance for a period of ten years, 3% interest and annual payments of $21,101.49. There is no pre-payment penalty.

Escrow was opened on August 9, 2017, and a Notice of Intent to purchase pursuant to Section 25350 of the Government Code was published in the newspaper for three consecutive weeks. Staff and Counsel have completed their due diligence, which included review of the title report and associated easements, and interviews with the City of Poway regarding the parcel’s development potential if it is not purchased by the JPA. The title report showed no liens or other unacceptable exceptions to coverage.

With regard to the Property’s development potential, Staff and Counsel found that indeed the property is eligible and feasible for future development per communications with the City’s Director of Development Services. The only permitting requirements that have changed since the property was last inhabited are brush management and stormwater regulations. Access to the property for fire protection is afforded by multiple easements, one of which is 40’ wide.

RECOMMENDATION:

Adopt Resolution No. 17-01 Approving the Purchase of the Blum Property for Park and Open Space Purposes.
FISCAL IMPACT

The JPA has funds to cover the down payment and escrow fees. The purchase will result in an annual increase in JPA expenditures of $21,101.49 for ten years. Staff will be pursuing grants and other fundraising options to retire the debt early.

Respectfully submitted,
Kevin McKernan
Executive Director

Attachments:

Purchase Agreement
City of Poway Letter
Resolution No. 17-01 Approving the Purchase of the Blum Property for Park and Open Space Purposes
PURCHASE AND SALE AGREEMENT

WITH ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Escrow Instructions ("Agreement") is entered into as of 6/21/2017 between Marc L. Blum and Ursula Blum (collectively "Sellers") and the San Dieguito River Valley Regional Open Space Park Joint Powers Authority ("Purchaser").

Seller agrees to sell, and Purchaser agrees to purchase, that certain real property ("Property") located at 18390 Sycamore Creek Road, Escondido, CA 92025, more particularly described in the attached Exhibit A, pursuant to the following terms and conditions:

Section 1

Purchase Price.

The purchase price for the Property shall be the sum of Two Hundred Ten Thousand Dollars ($210,000.00) ("Purchase Price"), payable by Purchaser to Seller as follows:

(a) An initial deposit of Ten Thousand Dollars ($10,000.00) ("Deposit") on execution of this Agreement by Purchaser, evidenced by a check or money order payable to the title/escrow company designated in Section 2 of this Agreement concurrently with this Agreement;

(b) An additional deposit of Twenty Thousand Dollars ($20,000.00) shall be deposited into escrow by wire transfer or other method that ensures the funds are available for delivery to Seller on or before the Close of Escrow; and

(c) The One Hundred Eighty Thousand Dollar ($180,000.00) balance shall be financed by Seller pursuant to the following terms and conditions:

1. Promissory Note secured by a Deed of Trust recorded against the Property;

2. 3% Annual Interest;

3. Annual Payments of principal and interest in the amount of $21,101.49 beginning August 1, 2018;

4. Payment in full within ten years of the Close of Escrow; and

5. No prepayment penalty, but early pay-off shall require 60-day advance notice, and no payoff less than 60 days before a calendar year end without Seller’s consent.
Section 2

Escrow.

(a) Escrow shall be opened to consummate the sale of the Property pursuant to this Agreement at the office of the First American Title Company, 7676 Hazard Center Drive, Suite 1100, San Diego, CA 92128, Escrow Officer: Eric Meyer, or other title company as agreed by the parties in writing ("Title Company"). The Title Company shall act as Escrow Agent for this Agreement. Within five (5) days from Seller's acceptance of this Agreement, the parties shall open escrow by causing a fully executed copy of this Agreement and the Deposit, if required, to be delivered to Title Company. Escrow shall be deemed opened on the date that a fully executed copy of this Agreement and any required Deposit is received by the Title Company.

(b) This Agreement shall constitute initial escrow instructions to Title Company. The parties shall execute a copy of Title Company's general conditions and any additional escrow instructions reasonably required by Title Company to consummate the transaction provided for herein. However, such additional instructions shall not modify the provisions of this Agreement, unless such instructions (i) state the modifications in full, and (ii) are signed by both parties. In the event of any conflict between the terms of this Agreement and the terms of Title Company's general instructions, the terms of this Agreement shall control.

(d) Unless the parties otherwise mutually agree in writing to an extension, escrow shall close ("Close of Escrow") no later than sixty (60) days from the date escrow opens.

Section 3

Conditions of Escrow.

(a) Purchaser's Conditions. The Close of Escrow and Purchaser's obligation to purchase the Property pursuant to this Agreement are conditioned on:

(i) The delivery by Seller to Purchaser within fifteen (15) days after the opening of escrow, of a preliminary report on the Property, together with copies of all documents referred to in the report (collectively, "Preliminary Report") and copies of any effective leases, rental agreements, or any other agreements which are to remain in effect after Purchaser takes title. Purchaser shall have fifteen (15) days from receipt of the Preliminary Report to report in writing any objections to the exceptions listed. Any exceptions to title to the Property shown on the Preliminary Report shall be deemed to have been accepted by Purchaser unless objected to in writing by Purchaser to Seller within fifteen (15) days. However, notwithstanding anything contrary in this Section, Seller shall remove all monetary liens and encumbrances (except any statutory liens for nondelinquent real property taxes) prior to or at Close of Escrow. If Purchaser objects to any exceptions to the title to the Property, and the exceptions are not removed before the Close of Escrow, all rights and obligations under this Agreement may, at the election of the Purchaser, terminate, and the Deposit shall be returned to Purchaser, unless Purchaser elects to purchase the Property subject to the exceptions.

(ii) The conveyance to Purchaser or Purchaser's nominee of title to the Property, as evidenced by a standard form California Land Title Association (CLTA) title
insurance policy, in the full amount of the purchase price, issued by Title Company, subject only to the exceptions approved by Purchaser pursuant to Section 3(a)(i).

(iii) Purchaser's review and approval, within forty-five (45) days of Seller's acceptance of this Agreement, of zoning, soil conditions, geology, engineering requirements, governmental requirements, and other matters affecting Purchaser's proposed development of the Property ("Approval Period"). If Purchaser does not approve any of the previous matters affecting the Property, Purchaser shall so notify Seller in writing within the forty-five (45) day period. If Purchaser does not so notify Seller within the forty-five (45) days, then all these matters shall be deemed approved.

(iv) Receipt of written confirmation from an authorized agent of the City of Poway approving Purchaser's acquisition of the Property.

(v) Final approval of Purchaser's Board of Directors after statutory notice and hearing requirements have been met.

Should any of the conditions specified in Section 3(a) fail to occur before the Close of Escrow, Purchaser shall have the right, exercisable by the giving of written notice to the escrow agent and to Seller, to cancel the escrow, terminate this Agreement, and recover any amounts paid by Purchaser to Seller or to the Title Company on account of the Purchase Price. The exercise of this power by Purchaser shall not, however, constitute a waiver by Purchaser of any other rights Purchaser may have against Seller for breach of this Agreement.

(b) Seller's Conditions. The Close of Escrow and Seller's obligation to sell the Property pursuant to this Agreement are conditioned on the performance by Purchaser of each obligation under this Agreement, including, without limitation, Purchaser's obligations to make payments described in Section 1 within the time periods designated, execution and delivery of the Promissory Note and Deed of Trust, and recordation of the Deed of Trust against the Property at the Close of Escrow. Should these conditions fail to occur, then Seller shall have the right, exercisable by the giving of written notice to Title Company and to Purchaser, to cancel the escrow and terminate this Agreement.

Section 4
Prorations.

At the Escrow Closing, Title Company shall make the following prorations:

(a) Property taxes and assessments shall be prorated as of the Close of Escrow, based upon the latest tax bills and any additional information from the taxing authority regarding additional assessments pertaining to the period prior to transfer of title that have not yet been assessed. Title Company shall only be responsible for proration of assessments regarding which it has received written notice. Seller shall remain responsible for assessments pertaining to the period prior to transfer of title to Purchaser, but where Title Company had no notice of such assessments, payment shall be handled outside of Escrow.
Section 5

Brokers' Commissions.

Seller and Purchaser each warrant to the other that no person or entity can properly claim a right to a commission, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement.

Section 6

Expenses of Escrow.

The expenses of the escrow described in this Section shall be paid in the following manner:

(a) The full cost of securing the title insurance policy described in Section 4(a)(ii) shall be paid by Seller.

(b) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Purchaser or his nominees in the manner described in Section 3(a)(ii) shall be paid by Seller.

(c) The cost of recording a grant deed required to convey title to the Property to Purchaser or his nominees as described in Section 3(a)(ii) of this Agreement shall be paid by Purchaser.

(d) Any tax imposed on the conveyance of title to the Property to Purchaser or his nominee under the Documentary Transfer Tax Act shall be paid by Purchaser.

(e) Escrow fees, excluding the cost of the title insurance policy required by this Agreement, shall be divided equally between Seller and Purchaser.

Section 7

Access to Property During Escrow
And Inspection of Documents Pertaining to Property.

(a) Purchaser, or persons designated by Purchaser, shall have the right at all reasonable times to enter on the Property for the purpose of conducting those soil tests, surveys, and studies as Purchaser may require to ascertain the suitability of the Property for Purchaser's purposes. Purchaser shall repair and replace any damage to the Property caused by any entry on the Property by Purchaser or any persons designated by Purchaser. Purchaser shall also indemnify and hold Seller harmless against any claims arising from Purchaser's or Purchaser's designated persons' entry on the Property, and against all costs, expenses, and liabilities incurred in or in connection with any claim or proceeding brought on a claim, including, but not limited to, attorney fees and court costs.

(b) Within 15 days of the opening of escrow, Seller shall deliver to Purchaser copies of all architectural plans, surveys, specifications, environmental studies, and any other
documents pertaining to the physical, geological, or environmental condition of the Property that are owned, controlled or in the possession of Seller. Purchaser shall maintain the documents as confidential information not to be disclosed to third parties, except legal counsel and consultants assisting with this purchase and shall return the documents to Seller, should this transaction fail to close, regardless of the reason.

Section 8
Representations and Warranties.

Seller Represents and Warrants as Follows:

(a) Seller has full power and authority to enter into this Agreement and to sell, transfer and convey all right, title and interest in and to the Property in accordance with this Agreement.

(b) To the best of Seller's knowledge, the conveyance of the Property in accordance with this Agreement will not violate any provision of State or local subdivision laws.

(c) To the best of Seller's knowledge, no one other than Seller, is or will be at close of Escrow, in possession of any portion of the Property.

(d) No suit, action or other proceedings or inquiries are pending, or to the best of Seller's knowledge, are threatened against any portion of the Property, or against Seller (or any signatory to this Agreement who is designated as a "Trustee") that could effect Seller's title or authority to convey the Property or the value or condition of the Property, or that could subject an owner of the Property to liability.

(e) Neither Seller nor any signatory to this Agreement who is designated as a "Trustee" is insolvent or has any intention of filing for a protection under the bankruptcy laws of the United States.

(f) Neither the execution and delivery of this Agreement by Seller nor Seller's performance of its obligations herein will constitute a breach or default under any agreement affecting the Property.

(g) To the best of Seller's knowledge, there are no encroachments by third parties on the Property and Seller does not encroach upon the property of any third party.

(h) To the best of Seller's knowledge, there are and have been no:

(1) actual or impending public improvements or private rights or actions which will result in the creation of any liens upon the Property, including public assessments or mechanics liens; or

(2) uncured notices from any governmental agency with jurisdiction over the Property notifying Seller of any violations of law, ordinance, rule or regulation in regard to the Property.
(i) To the best of Seller's knowledge, there has been no transfer of title or construction of improvements on the Property that would trigger a supplemental property tax assessment, or if such an assessment has been triggered, the tax has been levied and paid.

(j) To the best of Seller's knowledge, there is not and has never been any:

1. condition at, on, under or related to the Property presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law;

2. production, use, treatment, storage, transportation, or disposal of any "Hazardous Substance" (as defined hereinafter) on the Property;

3. release or threatened release of any Hazardous Substance, pollutant or contaminant into, upon or over the Property or into or upon ground or surface water at the Property or within the immediate vicinity of the Property;

4. Hazardous Substance stored on the Property in underground tanks, pits, or ponds;

5. asbestos-containing material incorporated into any buildings or interior improvements or equipment that may be part of the Property or other assets to be transferred under this Agreement; or

6. electrical transformer or other item containing PCBs on the Property or among the assets to be transferred under this Agreement.

The term "Hazardous Substance(s)" means any substance which is (1) defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, (2) a petroleum hydrocarbon, including crude oil or any fraction thereof, (3) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic, or reproductive toxicant, (4) regulated pursuant to any Environmental Law(s), or (5) any pesticide regulated under state or federal law.

The term "Environmental Law(s)" means each and every federal, state, and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal, state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety or the environment.

**Purchaser Represents and Warrants as Follows:**

(a) Purchaser has full power and authority to enter into this Agreement. Concurrent with execution of this Agreement or prior to the Close of Escrow, Purchaser shall provide Seller with a copy of the Board of Directors' Resolution authorizing its Executive Director to execute this Agreement and all other documents necessary to complete the purchase of the Property.
(b) Purchaser has conducted or will conduct an independent investigation with respect to the physical condition of the Property and zoning and subdivision laws, ordinances, resolutions, and regulations of all governmental authorities having jurisdiction over the Property, and the use and improvement of the Property, and, except as set forth in this Agreement, Sellers have not made representations to Purchaser on any of these matters.

Section 9

Assignment.

This Agreement shall not be assigned by Purchaser without the prior written approval of Seller.

Section 10

Notices.

All notices to be given under this Agreement shall be in writing and either:

(a) Sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail,

(b) Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier, or

(c) By telecopy or similar means, if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by telecopier or other similar means provided that a transmission report is generated by reflecting the accurate transmission of the notices, as follows:

If to Purchaser:

San Dieguito River Park
Attn: Kevin McKernan, Executive Director
18372 Sycamore Creek Road
Escondido, CA 92025
(858) 674-2270 (Phone)
(858) 674-2280 (Fax)

And

D. Wayne Brechtel, General Counsel
463 Stevens Avenue, Suite 100
Solana Beach, CA 92075
(858) 755-6604 (Phone)
(858) 755-5198 (Fax)
If to Seller:
Marc and Orsula Blum

(Phone) 306-1955
(Fax)

These addresses may be changed by written notice to the other party, provided that no notice of a change of address shall be effective until actual receipt by the parties of the notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

Section 11

Liquidated Damages.

(a) IF PURCHASER FAILS TO CLOSE THE ESCROW FOR ANY REASON OTHER THAN THE FAULT OF SELLER OR THE TERMINATION OF THIS AGREEMENT PURSUANT TO SECTION 4(a), SELLER SHALL BE RELEASED FROM THE OBLIGATION TO SELL THE PROPERTY TO PURCHASER AND SHALL BE ENTITLED TO RECEIVE THE DEPOSIT, IF ANY, PLUS ALL INTEREST AS LIQUIDATED DAMAGES FOR THIS FAILURE. THE TITLE COMPANY SHALL DELIVER THE DEPOSIT TO SELLER ON FAILURE OF PURCHASER TO CLOSE THE ESCROW AS PROVIDED IN THIS AGREEMENT. THE PARTIES AGREE THAT IT WOULD BE IMPractical OR EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES IF PURCHASER FAILS TO CLOSE THE ESCROW, THAT THE FOREGOING AMOUNT IS A REASONABLE ESTIMATE OF THESE DAMAGES, AND THAT SELLER SHALL RETAIN THE SUMS SET FORTH IN THIS PROVISION AS SELLER’S SOLE AND EXCLUSIVE RIGHT TO DAMAGES. THE PARTIES WITNESS THEIR AGREEMENT TO THESE LIQUIDATED DAMAGES AND WAIVER OF SPECIFIC PERFORMANCE PROVISION BY INITIALING SECTION 13.

[Initials of Purchaser and Seller]

(b) After the disposition of the Deposit pursuant to the previous provision, the escrow shall be canceled and neither party shall then have any rights or responsibilities to the other, and any escrow cancellation fees shall be paid by Purchaser.

Section 12
Entire Agreement.
This instrument contains the entire agreement of the parties; any previous understandings of the parties regarding the subject matter of this Agreement are expressly declared void and are superseded by this Agreement.

Section 13

Counterparts.

This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all taken together shall constitute one and the same instrument. The execution of this Agreement is deemed to have occurred, and this Agreement shall be enforceable and effective only on the complete execution of this Agreement by the parties.

Section 14

Authority of Parties.

The parties warrant that the persons executing this Agreement on their behalf are authorized to do so, and on execution of this Agreement, this Agreement shall be valid and enforceable against Purchaser or Seller.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

“Purchaser”

San Dieguito River Valley Regional Open Space
Park Joint Powers Authority

By: [Signature]
Name: Kevin McKernan
Title: Executive Director

AGREED AND ACCEPTED

“Seller”

[Signature]
Marc L. Blum

[Signature]
Orsula Blum
July 5, 2017

Tina White
City Manager
City of Poway

Re: Blum Property Purchase

Dear Tina:

As we discussed, the San Dieguito River Valley Park JPA ("JPA") has reached an agreement to purchase an approximately 6.44-acre parcel of property located in the City of Poway at 18390 Sycamore Creek Road from Marc and Orsula Blum. I am writing in accordance with Section 12(a) of the Joint Exercise of Powers Agreement for the JPA to request City of Poway approval of the purchase. I understand that you are authorized to grant approval on behalf of the City.

Please let me know if you have any questions. Otherwise, please sign where designated below to confirm City of Poway approval of the Blum property purchase.

I appreciate your attention to this matter and invite you to give me a call at (858) 674-2275 ext. 15 if you have any questions regarding this request.

Kevin McKernan
Executive Director

APPROVAL

The City of Poway approves the JPA’s purchase of the Blum property.

Name: Tina M. White
Title: City Manager
Date: July 6, 2017
RESOLUTION NO. 17-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY APPROVING THE PURCHASE OF THE BLUM PROPERTY FOR PARK AND OPEN SPACE PURPOSES

WHEREAS, The San Dieguito River Valley Regional Open Space Park Joint Powers Authority ("JPA") is empowered by its Joint Powers Agreement and by the State Joint Powers Law (Government Code Section 6500 et seq.) to acquire property to further its purposes; and

WHEREAS, the acquisition for park and open space purposes of certain real property consisting of approximately 6.5 acres located at 18390 Sycamore Creek Road, Escondido, CA 92025 currently owned by Marc and Orsula Blum (the "Property") is a high priority of the JPA because it is an inholding property near the JPA office that is the last piece of privately owned property within the JPA’s Sycamore Preserve and has important wildlife and habitat resources; and

WHEREAS, the Blums have offered to sell the Property to the JPA for $210,000.00 in accordance with the terms and conditions set forth in the Purchase Agreement With Escrow Instructions dated ______________("Purchase Agreement"); and

WHEREAS, the Board of Directors of the San Dieguito River Park JPA ("Board") approved the terms of the Purchase Agreement during its July 2017 meeting, subject to completion of due diligence and compliance with statutory notice requirements; and

WHEREAS, due diligence is now complete and the JPA has published notice of its intent to purchase the Blum property in conformance with Section 25350 of the Government Code; and

WHEREAS, this action is categorically exempt from CEQA pursuant to State CEQA Guidelines: Transfer of Ownership of Interest in Land to Preserve and Restore Open Space for Park Purposes, Class 25, Section 15325; and

WHEREAS, the Board finds and determines that acquisition of the Property as set forth above is appropriate and in the public interest;

NOW, THEREFORE, be it hereby resolved as follows:

1. The Board hereby approves the purchase of the Property in accordance with the terms set forth in the Purchase Agreement.

2. The Board authorizes its Executive Director, Kevin McKernan, as its agent to take any and all such further actions required to complete the purchase of the Property. It is the express intent of this Board in adopting this Resolution that no further
action of this Board is required and that the JPA’s Executive Director is fully authorized to implement complete purchase of the Property in conformance with its terms of this Resolution.

Passed and Adopted this 15th Day of September, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

______________________________
Dave Grosch, Chair

______________________________
ATTEST: Kevin McKernan, Executive Director
ITEM: 2

SUBJECT: Approve San Diego Zoo Safari Park Membership in Citizens Advisory Committee
July 24, 2017

Jeff Barnouw, CAC Chair
San Dieguito River Park
18372 Sycamore Creek Road
Escondido, CA 92025

Dear Mr. Barnouw:

I recently spoke with Kevin McKernan, and he recommended that I write a letter of interest to rejoin the Citizens Advisory Committee. There are several things going on in the San Pasqual Valley that are relevant to the Safari Park, such as the Groundwater Management Plan (as it moves forward); continued work on the trails; and several other issues that are of interest to both parties.

Kevin suggested that I attend the upcoming meeting in September, and we would, of course, assign an alternate in the event I am unable to personally attend a future meeting.

I look forward to meeting you and becoming active on the committee, once again.

Sincerely,

[Signature]

Robert M. McClure
Director

RMM/ms