

FORM APPROVED COUNTY COUNSEL
 BY: PATRICIA ROMO 11/10/13
 DATE

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

440
A



FROM: Economic Development Agency/Facilities Management and
 Transportation Department

SUBMITTAL DATE:
 November 14, 2013

SUBJECT: Temporary Construction Access Agreement for the Newport Road/Interstate 215
 Interchange Project, District 3 [\$54,891]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Temporary Construction Access Agreement for Parcel 22772-1, within a portion of Assessor's Parcel Number 336-380-002;
2. Authorize the Chairman of the Board to execute this agreement on behalf of the County;
3. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute any other documents and administer all actions necessary to complete this transaction; and

(Continued)

Patricia Romo
 Assistant Director of Transportation

Patricia Romo

Juan C. Perez, Director
 Transportation and Land Management

Robert Field

Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 54,891	\$ 0	\$ 54,891	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Developer Contributions 100%
 Budget Adjustment: No
 For Fiscal Year: 2013/14

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*
 Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor 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: November 26, 2013
 xc: EDA, Transp.

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

NOV 26 2013 11:10

Prev. Agn. Ref.: District: 3/5 Agenda Number: **3-27**

FISCAL PROCEDURES APPROVED
 PAUL ANGLIO, CPA, AUDITOR-CONTROLLER
 BY: *Lisette Rose* 11/14/13
 Lisette Rose Departmental Concurrence

Positions Added Change Order
 A-30 4/5 Vote

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

Economic Development Agency/Facilities Management and Transportation Department

FORM 11: Temporary Construction Access Agreement for the Newport Road/Interstate 215 Interchange

Project, District 3/5 [\$54,891]

DATE: November 14, 2013

Page 2 of 3

RECOMMENDED MOTION: (Continued)

- 4. Authorize and allocate the sum of \$41,291 for temporary construction access, within a portion of Assessor's Parcel Number 336-380-002, as well as \$13,600 to pay all related transaction costs.

BACKGROUND:

Summary

Interstate 215 is a major interstate goods-movement corridor which links San Bernardino and Riverside Counties with San Diego. It is a primary link between major economic centers and geographic regions. This area of southwestern Riverside County has grown significantly over the past ten years and is experiencing continued population and employment growth, particularly extensive residential and commercial development along Newport Road near the I-215. The current diamond interchange configuration is limiting in its capacity as compared to a partial cloverleaf configuration. A traffic analysis was performed to quantify the existing and future traffic operational characteristics of the existing interchange and the associated transportation system and the resultant congestion delay anticipated at the interchange.

The Riverside County Transportation Department (RCTD) and the City of Menifee propose to improve the Interstate 215/Newport Road interchange. The existing ramps would be reconstructed in a modified partial cloverleaf configuration, connecting with the widened cross section of Newport Road and adding northbound and southbound loop on-ramps (Project).

The Initial Study and Mitigation Negative Declaration was approved on November 8, 2012, and Project Report was approved on November 15, 2012.

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the temporary rights of a portion of Assessor's Parcel Number 336-380-002 from HUB Enterprises for the price of \$41,291. There are related costs of \$13,600 associated with this transaction.

This Form 11 has been reviewed and approved by County Counsel as to legal form

Impact on Residents and Businesses

The Project is needed in order to reduce congestion, improve traffic flow and improve public safety by improving the current traffic operations at the interchange.

SUPPLEMENTAL:

Additional Fiscal Information

The following summarizes the funding necessary for the temporary construction access of a portion of Assessor's Parcel Number 336-380-002:

Temporary Construction Access	\$ 41,291
Preliminary Title Report	1,000
County Appraisal	7,600
EDA/FM Real Property Staff Time	5,000
Total Estimated Acquisition Costs	\$ 54,891

(Continued)

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Economic Development Agency/Facilities Management and Transportation Department

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DATE: November 14, 2013

Page 3 of 3

All costs associated with this property acquisition are fully funded by developer contributions in the Transportation Department's budget for FY 2013/14. No net county costs will be incurred as a result of this transaction.

Attachments:

Temporary Construction Access Agreement (4)

1 COUNTY OF RIVERSIDE, a political subdivision of the State of California
2 ("County"), and

3
4 HUB ENTERPRISES, a limited partnership, ("Grantor")

5
6 PROJECT: NEWPORT ROAD/INTERSTATE 215
7 INTERCHANGE PROJECT

8 PARCEL(S): 22772-1

9 APN: 336-380-002 (PORTION)

10
11 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

12 This Temporary Construction Access Agreement ("Agreement") is made by and
13 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,
14 ("County") and HUB ENTERPRISES, a limited partnership ("Grantor"). County and
15 Grantor are sometimes collectively referred to as "Parties."

16 1. RIGHTS GRANTED. The right is hereby granted to County to enter upon
17 and use the land of Grantor in the City of Menifee, County of Riverside, State of
18 California, described as portion of Assessor's Parcel Number 336-380-002, highlighted
19 on Attachment "1," attached hereto ("Property"), and made a part hereof, for all
20 purposes necessary to facilitate and accomplish the construction of Newport
21 Road/Interstate 215 Interchange Project ("Project").

22 2. AFFECTED PARCEL. The temporary construction access, used during
23 construction of the Project, referenced as Parcel No. 22772-1 consisting of
24 approximately 5,077 square feet as designated on Attachment "2," attached hereto,
25 and made a part hereof ("TCA Area").

26 3. COMPENSATION. County shall pay to the order of Grantor the sum of
27 Forty One Thousand Two Hundred Ninety One Dollars (\$41,291) for the right to enter
28 upon and use the TCA Area in accordance with the terms hereof.

1 4. NOTICE TO GRANTOR. County shall provide a thirty (30) day written
2 notice shall be given to Grantor prior to using the rights herein granted. The rights
3 herein granted may be exercised for twenty-four (24) months from the thirty (30) day
4 written notice, or until completion of said Project, whichever occurs later.

5 5. EQUIPMENT. It is understood that the County may enter upon the TCA
6 Area where appropriate or designated for the purpose of getting equipment to and from
7 the TCA Area. County agrees not to damage the TCA Area in the process of
8 performing such activities.

9 6. REMOVAL OR DISPOSAL. The right to enter upon and use TCA Area
10 includes the right to remove and dispose of Items 1-7 listed in Attachment "3."
11 Payment to the Grantor for Items 1-7 listed in Attachment "3" is included in the
12 Compensation portion of this Agreement.

13 7. GRANTOR'S USE OF CONTRACTORS. Grantor shall retain the
14 contractor(s) for Items 1-7 of Attachment "3" and Grantor shall directly compensate
15 each contractor for all costs, fees, and/or expenses. The County is not responsible for
16 any payment to the selected contractor(s) and Grantor shall indemnify, defend, protect,
17 and hold County, its officers, employees, successors, and assigns free and harmless
18 from and against any and all claims, liabilities, penalties, forfeitures, losses or
19 expenses, including without limitations, attorney's fees, whatsoever arising from or
20 cause in whole or in part, directly or indirectly, by any actions of the said contractor(s).

21 8. COUNTY TO PROTECT IN PLACE. County agrees to protect in place
22 Item 8 – 10 listed in Attachment "3".

23 9. DEBRIS REMOVED. At the termination of the period of use of TCA Area
24 by County, but before its relinquishment to Grantor, debris generated by County's use
25 will be removed and the surface will be graded and left in a neat condition.

26 10. HOLD HARMLESS. Grantor shall be held harmless from all claims of
27 third persons arising from the County's use of the TCA Area permitted under this
28 Agreement; however, this hold harmless agreement does not extend to any liability

1 arising from or as a consequence of the presence of hazardous waste on the Property.

2 11. OWNERSHIP. Grantor hereby warrants that they are the owners of the
3 Property and that they have the right to grant County permission to enter upon and use
4 the Property.

5 12. ENTIRE AGREEMENT. This Agreement is the result of negotiations
6 between the parties hereto. This Agreement is intended by the parties as a final
7 expression of their understanding with respect to the matters herein and is a complete
8 and exclusive statement of the terms and conditions thereof. This Agreement
9 supersedes any and all other prior agreements or understandings, oral or written, in
10 connection therewith. No provision contained herein shall be construed against the
11 County solely because it provided or prepared this Agreement.

12 13. MODIFICATIONS IN WRITING. This Agreement shall not be changed,
13 modified, or amended except upon the written consent of the parties hereto.

14 14. SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in
15 interest, shall be bound by all the terms and conditions contained in this Agreement,
16 and all the parties thereto shall be jointly and severally liable thereunder.

17 15. TITLES AND HEADINGS. Titles and headings to articles, paragraphs or
18 subparagraphs herein are for the purpose of convenience and reference only, and shall
19 in no way limit, define or otherwise affect the provisions of this Agreement.

20 16. GOVERNING LAW AND VENUE. Any action at law or in equity brought
21 by either of the Parties hereto for the purpose of enforcing a right or rights providing for
22 by this Agreement shall be tried in a court of competent jurisdiction in the County of
23 Riverside, State of California, and the Parties hereby waive all provisions of law
24 providing for a change of venue in such proceedings to any other county.

25
26
27 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
28

1 17. COUNTERPARTS. This Agreement may be signed in counterpart or
2 duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a
3 signed original for all purposes.

4 In Witness Whereof, the Parties have executed this Agreement the day and year
5 last below written.

6 Dated: _____

7 GRANTOR:

8 HUB Enterprises, a limited partnership


9 By: 

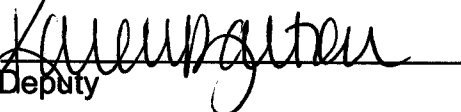
10 Its: _____

11 Dated: NOV 26 2013

12 COUNTY OF RIVERSIDE

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

16 By: 
17 John J. Benoit, Chairman
18 Board of Supervisors

19 By: 
20 Deputy

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

23 By: 
24 Patricia Munroe
25 Deputy County Counsel

26
27 YK:jg/010313/284TR/15.582
28

ATTACHMENT "1"
ASSESSOR'S PLAT MAP

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THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAP NOT COMPLY WITH LOCAL, LOI-SPLIT OR BUILDING SITE ORDINANCES.

MAY 9 0 2005

POR.E 34 T.5S., R.3.W

T.R.A. 054-119
054-065

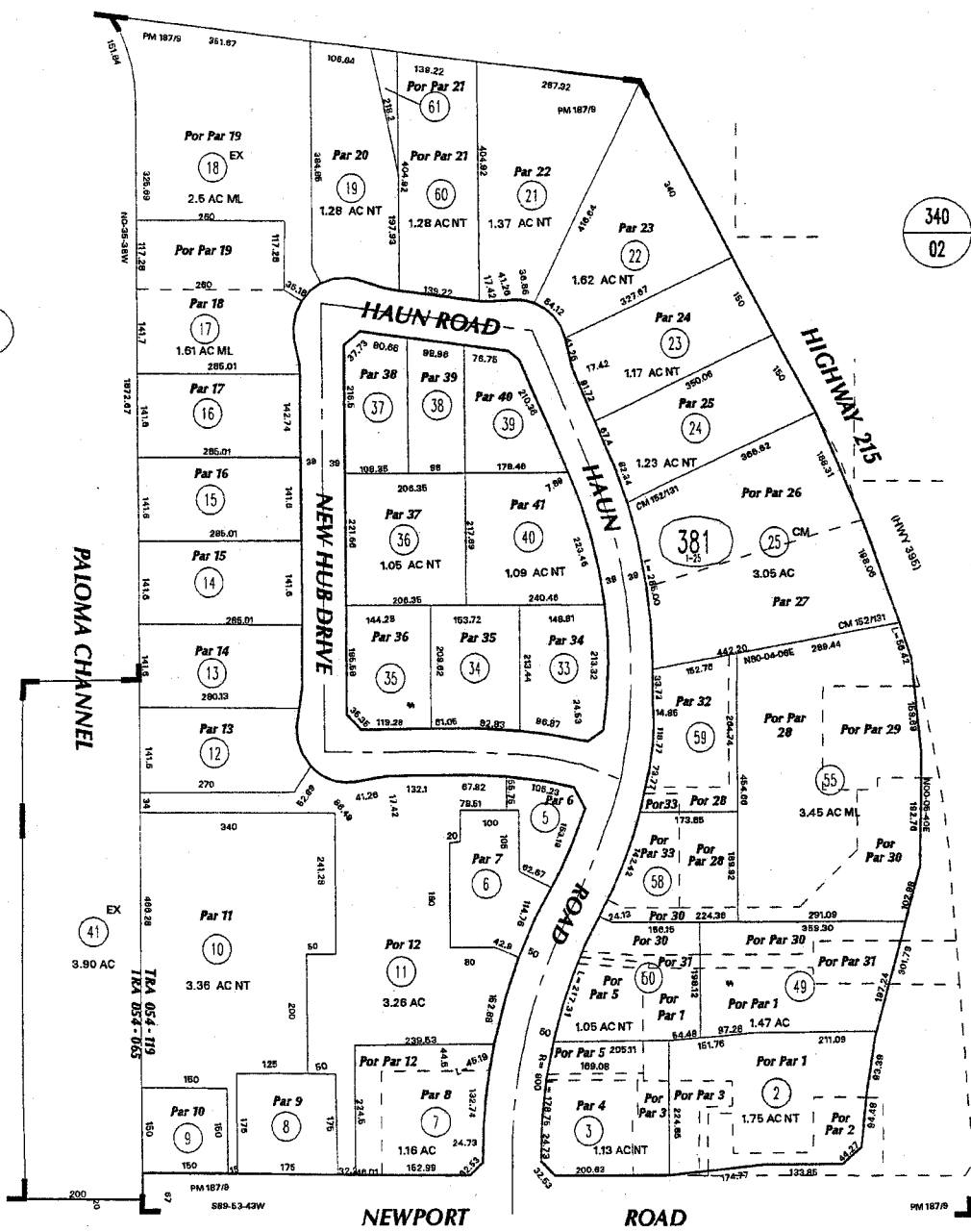
336-38
334-52
SHEET 1 OF 4

ASSESSOR'S MAP BK336 PG.38
Riverside County, Calif.

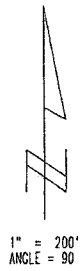
8719

PM 187/9-14 PARCEL MAP NO. 22233
CM 152/131-141 PARCELS 26, 27 #0612342 07/29/05

May 2005



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ATTACHMENT "2"
TEMPORARY ACCESS PLAT MAPS

Parcel 22772-1

1. A portion of 336-380-002 in favor of the County

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SEC. 34, T.5S., R.3 W. S.B.M.

LLA# 4268

INST# 467983

REC 11/22/2000

PM 22233

PM 187/9-14

CITY OF MENIFEE

PCL A PCL B

PCL D

APN 336-380-002

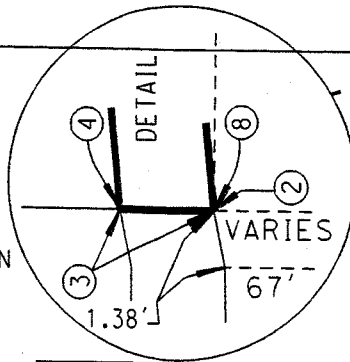
PCL C

EXHIBIT "B"
"TCE"

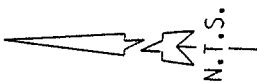
- ① S 89°30'55" E - 274.98'
- ② N 00°29'05" E - 67.14'
- ③ N 00°29'05" E - 16.09'
- ④ N 84°19'01" E - 173.90'
- ⑤ S 89°30'55" E - 152.21'
- ⑥ S 48°12'02" W - 23.78'
- ⑦ N 89°30'55" W - 133.75'
- ⑧ S 84°19'01" W - 174.77'
- ⑨ N 48°12'02" E - 20.33'

PARCEL 22772-1

5,077 SQ.FT.
0.117 AC.



INDICATES ACCESS RESTRICTION



HAUN ROAD -C/L

N 00°27'41" E

R/W PER INST # 358536 REC
10/1/1997 IN FAVOR OF THE STATE

S 89°30'55" E

NEWPORT ROAD

SECTION LINE



ALL DISTANCES SHOWN ARE GRID DISTANCES.
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE
GRID DIST. BY A COMBINATION FACTOR OF 1.000090526.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT, SURVEY DIV.

PROJECT: NEWPORT RD/ I-215 INTERCHANGE

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING
DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

PAR. NO.: 22772-1

PREPARED BY: KKC~B

SCALE: N.T.S.

DATE: NOVEMBER, 2012

W.O. NO.: B5-0682

APPROVED BY: *Timothy F. Rayburn* DATE: 11/01/2012

SHEET 1 OF 1

ATTACHMENT "3"

Item	Description	Cost
1	2400 square foot sod	\$4,800
2	Replace 2 in. Main line and irrigation control wire	\$1,145
3	Replace valves, couplers and lawn heads	\$2,250
4	Replace drip irrigation	\$1,050
5	Replace hedge and plants	\$1,265
6	2-26 in. box Crape Myrtle trees	\$600
7	700 square foot sod with irrigation @\$2.50/sf	\$1,750
8	8 Queen Palms	Protect in place
9	Newport "HUB" sign	Protect in place
10	Parking light poles	Protect in place
	Total	\$12,860

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