

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

633A



**FROM:** TLMA – Transportation Department

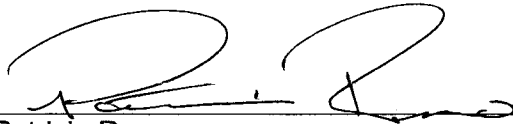
**SUBMITTAL DATE:**  
June 29, 2015

**SUBJECT:** Grant of Easement with Right of Entry Agreement for the State Route 79 (Winchester) Road Basin Project, CEQA Finding of Nothing Further is Required. District 3; [\$2,500 Annual Maintenance]; Gas Tax 100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find all potentially significant effects have been adequately analyzed in a certified Environmental Impact Report No. 376 and nothing further is required pursuant to CEQA; and
2. Approve the attached Grant of Temporary Easement with Right of Entry Agreement for Parcel No. 0527-022, located within a portion of Assessor's Parcel Numbers 461-220-014 and 461-220-015; and
3. Authorize the Chairman of the Board to execute this agreement on behalf of the County of Riverside; and

Departmental Concurrence



Patricia Romo  
Assistant Director of Transportation



Juan C. Perez  
Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
<b>COST</b>	\$ 2,500	\$ 2,500	\$ 0	\$ 2,500	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	

<b>SOURCE OF FUNDS</b> Gas Tax (100%) There are no General Funds used in this project.	<b>Budget Adjustment:</b> No
	<b>For Fiscal Year:</b> 2015/16


**C.E.O. RECOMMENDATION:** APPROVE  
BY:   
Tina Grant  
**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Jeffries, Tavaglione, Benoit and Ashley  
**Nays:** None  
**Absent:** None  
**Abstain:** Washington  
**Date:** July 21, 2015  
**xc:** Transp., Recorder

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

**Prev. Agn. Ref.:** 12/10/13, Item 16-1;  
12/17/13, Item 3-52      **District:** 3      **Agenda Number:** 3-52

FORM APPROVED COUNTY COUNSEL  
BY:   
MARSHA L. VICTOR  
DATE: 7/10/15

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

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Grant of Easement with Right of Entry Agreement for the State Route 79 (Winchester) Road Basin**  
**Project, CEQA Finding of Nothing Further is Required. District 3; [\$2,500 Annual Maintenance]; Gas Tax**  
**100%**

**DATE:** June 29, 2015

**PAGE:** 2 of 3

**RECOMMENDED MOTION:** (Continued)

4. Authorize the Director of Transportation and Land Management, or his designee, to execute any other documents and administer all actions necessary to complete this transaction; and
5. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five days of approval by the Board.

**BACKGROUND:**

**Summary**

The County Transportation Department recently completed construction of the major widening project on State Route 79 (SR79) between Domenigoni Parkway and Thompson Road. This 8 mile segment of State Route 79 (SR-79) was widened from two to four lanes to more safely accommodate current and projected traffic volumes between the Temecula/Murrieta area and the Winchester/Hemet/San Jacinto area.

The SR-79 Widening Project included drainage improvements along the entire segment to protect SR-79, and the traveling public, from flooding during storm events. The flood control features included the upsizing of existing culverts that had been in place since the original construction of the two lane highway. One of the culverts that were replaced was a 30-inch diameter corrugated steel pipe that crossed under SR-79 just north of Newport Road. This pipe was replaced with two 6 foot by 3 foot concrete box culverts to accommodate the historic natural runoff and protect the newly widened highway from the 100 year storm event. The unintended consequence was the increased runoff to downstream property owners because the storm water was no longer detained by the smaller pipe and a small detention basin that was eliminated when the highway was widened. The Transportation Department was able to make modifications at the outlet of the box culverts to reduce storm water runoff to private property as a temporary solution; however, additional modifications were needed upstream to detain the water and replicate the before condition. The permanent improvements require modification to the box culvert and the construction of a detention basin upstream of the culvert.

On December 10, 2013 (Agenda Item 16-1), the County of Riverside (County) approved Specific Plan No. 288, Amendment No. 2, which included the construction of a detention basin at the northwest quadrant of SR-79 and Newport Road to slow down flows onto adjacent properties and to accommodate runoff from a 100-year storm. The proposed detention basin is consistent with the basin location proposed with Specific Plan No. 288. The project basin and the basin proposed by development serve the same purpose and mitigate the same flows. The project basin will serve as an interim detention basin for storm water runoff until such time as the project basin is built out and it is incorporated into the development.

On December 17, 2013 (Agenda Item 3-52), the Board of Supervisors adopted Resolution 2013-273, certifying Environmental Impact Report (EIR) No. 376 for Specific Plan No. 288, Amendment No. 2. EIR No. 376 was completed in compliance with the State California Environmental Quality Act (CEQA) Guidelines and Riverside County CEQA Implementing Procedures. The basin is included in the EIR.

The developer will allow a portion of the future basin to be constructed at this time by the County within their property in order to alleviate drainage impacts on downstream owners. The project has been designed to be consistent with the future needs of development.

EIR No. 376 was reviewed with regard to the SR-79 (Winchester Road) Basin Project, and it was determined that no new environmental documentation is required because (a) the project was adequately analyzed in EIR No. 376 for Specific Plan No. 288 and the SR-79 (Winchester Road) Basin Project pursuant to the applicable legal standards; (b) all potentially significant effects of the project have been avoided or mitigated pursuant to EIR No. 376; (c) the project will not result in any new significant environmental effects not identified in EIR No. 376; (d) the project will not substantially increase the severity of the environmental effects identified in EIR No.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Grant of Easement with Right of Entry Agreement for the State Route 79 (Winchester) Road Basin**  
**Project, CEQA Finding of Nothing Further is Required. District 3; [\$2,500 Annual Maintenance]; Gas Tax**  
**100%**

**DATE:** June 29, 2015

**PAGE:** 3 of 3

376; (e) no considerably different mitigation measures have been identified; and (f) no mitigation measures found infeasible have become feasible.

A Grant of Temporary Easement is necessary for the County to construct the facility on this property. Acquisition of the easement interest in real property is an implementing action in furtherance of the SR-79 Basin (Winchester Road) Project and is consistent with the characteristics evaluated in the document. Nothing further is required because all potentially significant effects have been adequately addressed in EIR No. 376.

SR Conestoga, LLC, a Delaware limited liability company (SR Conestoga) will execute the Grant of Temporary Easement with Right of Entry Agreement (Temporary Easement/ROE Agreement), referenced as Parcel Number 0527-022, located within a portion of Assessor's Parcel Numbers 461-220-014 and 461-220-015. The Temporary Easement/ROE Agreement provides the terms and conditions for the acquisition of the temporary easement interest in real property. There are no costs associated with the temporary easement.

The Grant of Temporary Easement with Right of Entry Agreement have been reviewed and approved by County Counsel as to legal form.

Advertisement for construction of the drainage detention basin is submitted concurrently to the Board of Supervisors for approval.

Project No.: C6-0055

**Impact on Residents and Businesses**

The construction of the detention basin on the west side of SR-79, north of Newport Road will control the flow of storm water through the culvert under SR-79, protect the traveling public and highway from flooding, and minimize downstream impacts to private property. The County will be responsible for maintaining the interim basin, at an estimated cost of \$2,500 annually, until such time as the associated development project builds out around it and assumes maintenance responsibility. Because the basin is being constructed in a location consistent with a future basin for an approved development and the property owner is cooperating with the County, there is no cost to acquire right-of-way for it, as would have otherwise been necessary.

**SUPPLEMENTAL**

**Additional Fiscal Information**

There are no costs associated with the acquisition of the temporary easement interest in the property. Once the interim basin construction is complete, the County will be responsible for maintenance at an estimated cost of \$2,500 annually until such time as the associated development builds out and assumes maintenance responsibility.

**ATTACHMENTS:**

Vicinity Map

Attachment A – Project Map

Grant of Temporary Easement with Right of Entry (including exhibits)

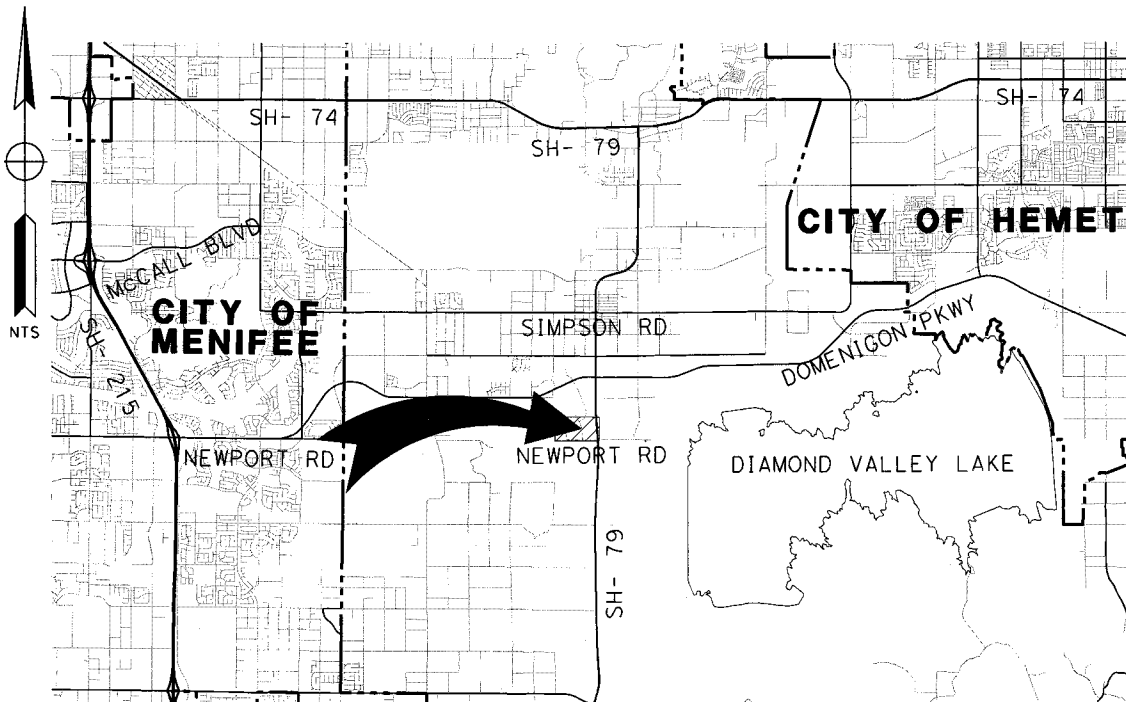
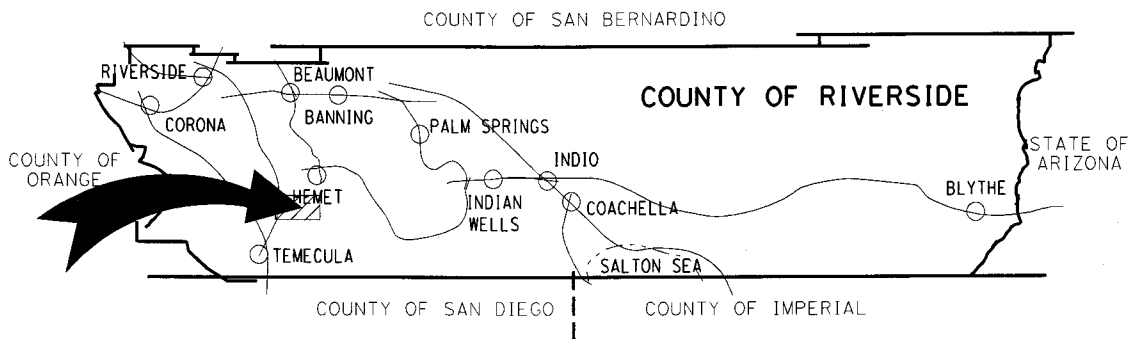
Notice of Determination

C O U N T Y O F R I V E R S I D E  
T R A N S P O R T A T I O N D E P A R T M E N T

W I N C H E S T E R R O A D

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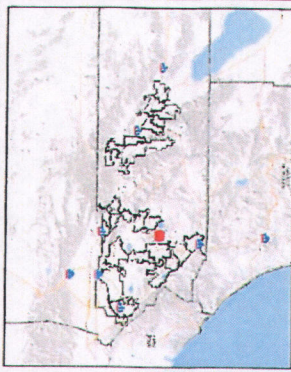
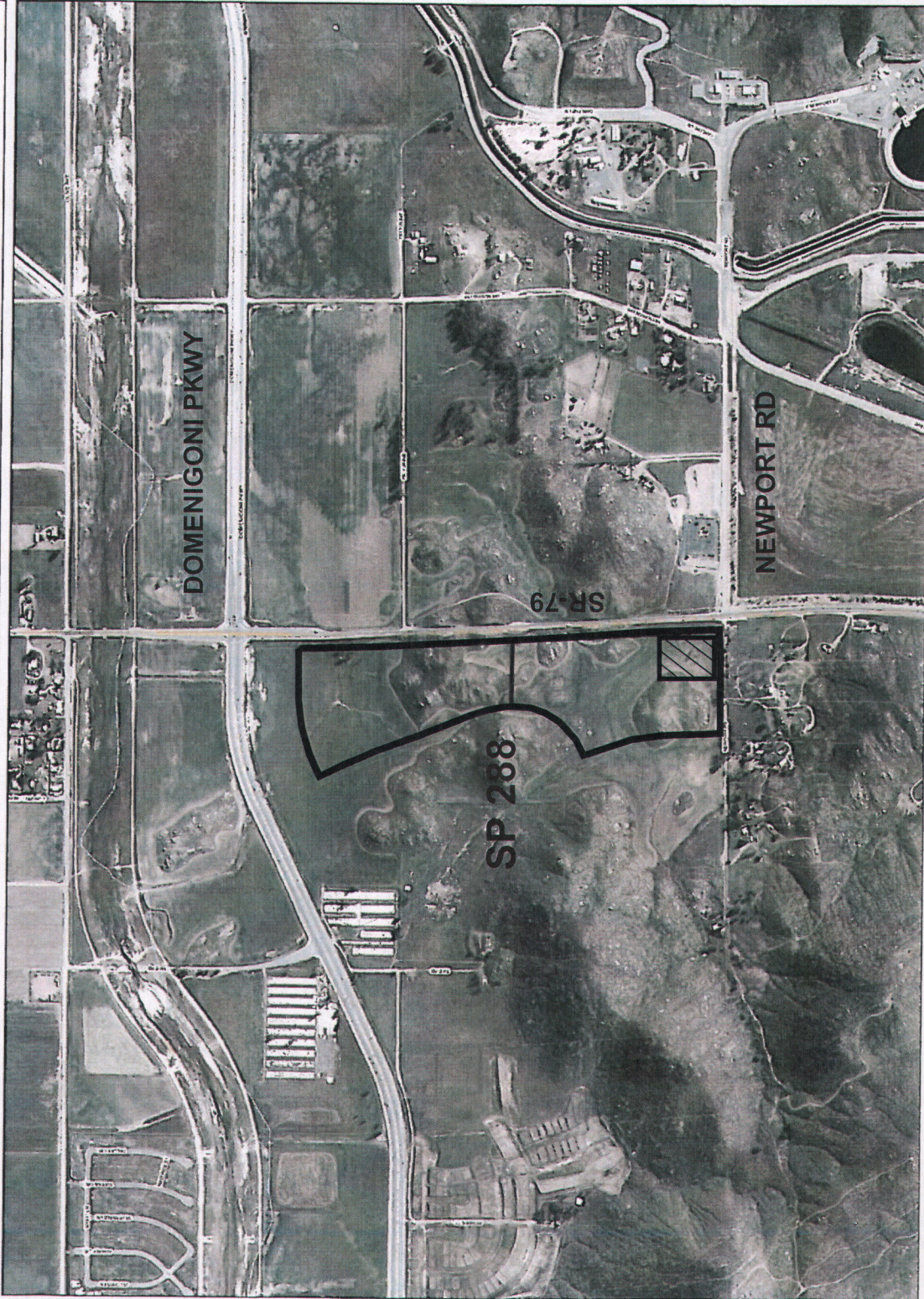
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V I C I N I T Y M A P

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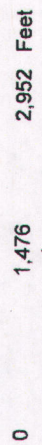
# Attachment A



- Legend**
- RCLIS Parcels
  - City Boundaries
  - Cities**
  - roads
  - highways
  - Hwy
  - INTERCHANGE
  - INTERSTATE
  - OFFRAMP
  - ONRAMP
  - USHWY
  - counties
  - cities
  - hydrographyphylines
  - waterbodies
  - Lakes
  - Rivers
  - Proposed Basin

## Notes

\*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... 6/4/2015 4:03:26 PM

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Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.



7/13/15

KB

### NOTICE OF DETERMINATION

Initial

### COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

EA No. 42485

SCH# 2005091006

**PROJECT NAME:** Grant of Easement with Right-of-Way Agreement for the State Route 79 (Winchester) Road Widening Project

**DESCRIPTION AND LOCATION:** The County of Riverside (County) proposes to acquire a temporary drainage easement in real property with a right-of-entry agreement for Parcel Number 0527-022, located within a portion of Assessor's Parcel Number 461-220-014 and 461-220-015, for the State Route 79 (Winchester) Road Widening Project.

The County is in the process of widening State Route 79 (SR-79) from two to four lanes between Domenigoni Parkway and Thompson Road for approximately 8 miles. This project will improve safety and travel through the corridor and ease congestion caused by the significant increase in traffic volume.

The SR-79 Widening Project, included drainage improvements that required upsizing of culverts to better accommodate existing and future flows. The culvert under SR-79 north of Newport Road was increased in size from a 30 inch diameter pipe to a twin 6 foot by 3 foot box culvert. The downstream property owner has expressed concern that the larger culvert would convey higher velocity flows that may damage their existing business operation. County Transportation has since taken measures to temporarily alleviate the situation by constructing certain drainage modifications to divert flows. The permanent improvements require modification to the box culvert and the construction of a detention basin upstream of the culvert.

As part of the future development on the west side of SR-79, the developer will be constructing a detention basin that would mitigate the flows through the culvert and control the flow of water downstream of the culvert. The developer is in the early stages of development and is unable to predict when they would be in a position to build the drainage basin. Since the basin is critical to the function of the newly constructed box culvert, County Transportation will build a portion of the basin to control the current flows. Once the developer is prepared to move forward, they will be constructing the permanent basin. The developer is willing to work with County Transportation to allow a portion of the future basin to be constructed at this time, by the County, within their property.

Environmental Impact Report No. 376 (EIR) was completed in compliance with the State California Environmental Quality Act (CEQA) Guidelines and Riverside County CEQA Implementing Procedures. On December 17, 2013, the Board of Supervisors adopted Resolution 2013-273, Certifying Environmental Impact Report (EIR) No. 376 for Specific Plan No. 288, Amendment No. 2.

1. The project [ will  will not] have a significant effect on the environment.
2. An Environmental Impact Report was prepared and certified for this project pursuant to the provisions of CEQA
3. The acquisition of the temporary drainage easement in real property (Project) was reviewed and no new environmental documentation is required because (a) the Project was adequately analyzed in Environmental Impact Report No. 376 (EIR) (hereinafter referred to as the Document) for Specific Plan No. 288 and the SR 79 Drainage Improvement Project pursuant to the applicable legal standards; (b) all potentially significant effects of the Project have been avoided or mitigated pursuant to that EIR; (c) the Project will not result in any new significant environmental effects not identified in the earlier Document; (d) the Project will not substantially increase the severity of the environmental effects identified in the Document; (e) no considerably different mitigation measures have been identified; and (f) no mitigation measures found infeasible have become feasible.
4. Acquisition of the easement interest in real property is an implementing action in furtherance of the Drainage Improvement Project and is consistent with the characteristics evaluated in the Document. Nothing further is required because all potentially significant effects have been adequately addressed in the Document.

JUL 21 2015 3-52

Mary Zamboni (for)  
Russell Williams

Title Environmental Division Mgr. Date 7/13/15

Juan C. Perez

Title Director of Transportation Date 7/13/15

#### HEARING BODY OR OFFICER

XX Board of Supervisors  
\_\_\_\_\_ Planning Commission

#### ACTION ON PROJECT

\_\_\_\_\_ Approval  
\_\_\_\_\_ Disapproval

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

Verifying:  
For County Clerk Use

Title:

Date:

Recorded at request of and return to:  
Economic Development Agency/  
Facilities Management  
Real Estate Division  
On behalf of the Transportation Department  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, California 92501

FREE RECORDING  
This instrument is for the benefit of  
the County of Riverside, and is  
entitled to be recorded without fee.  
(Govt. Code 6103)

SV:ra/032715/218TR/17.XXX

(Space above this line for Recorder's use)

PORTION OF APNS: 461-220-014 and 461-220-015

### GRANT OF TEMPORARY EASEMENT WITH RIGHT OF ENTRY AGREEMENT

This Grant of Temporary Easement with Right of Entry Agreement ("Agreement") is made and entered into this 21<sup>st</sup> day of July, 2015, ("Effective Date") between SR CONESTOGA, LLC, a Delaware limited liability company, as Grantor ("**Grantor**"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, as Grantee ("**County**"). Grantor and County are sometimes collectively referred to as "**Parties.**"

**WHEREAS**, the Grantor is the owner of certain real property with Assessor's Parcel Numbers 461-220-014 and 461-220-015 and Grantor has the right to grant to County permission to enter upon and use the Property and to grant the temporary easement interests legally described and depicted in Exhibit "A" ("**Property**"), attached hereto and made a part hereof;

**WHEREAS**, certain land use approvals, Specific Plan No. 288, Amendment No. 2 ("SP288A2") have been granted for the Property whereby the Grantor, as conditions of approval for the development, shall provide certain drainage facilities and park/recreational areas; and

**WHEREAS**, the County of Riverside Transportation Department is currently working on certain improvements, including an interim detention basin, located on the west side of State Route 79, north of Newport Road for the protection and support of Highway 79 as well as area and downstream property owners; and

**WHEREAS**, County desires to obtain Grantor's permission to enter upon and use the Property, on a temporary basis, and to acquire a temporary easement over the Property for the purpose of construction, installation and maintenance of a temporary detention basin on the portion of the Property depicted in the approved documents for Specific Plan No. 288, Amendment No. 2, as shown on Exhibit "B," attached hereto and made a part hereof ("**Interim Detention Basin**"); and

**WHEREAS**, Grantor voluntarily agrees and desires to accommodate County's request for permission to enter upon Grantor's Property, on a temporary basis, and to convey a temporary

JUL 21 2015 3-52

easement over the Property for construction, installation and maintenance of the Interim Detention Basin on the portion of the Property as shown in the Drainage Plans for Newport and Highway 79 Basin, depicted on Exhibit "B", attached hereto and made a part hereof; and

**WHEREAS**, the Parties have obtained conceptual approval of the proposed joint use detention basin from Valley-Wide Recreation and Park District as to the active recreation design element for a full size soccer field as described in the letter from Valley-wide Recreation & Park District dated February 6, 2015, shown on Exhibit "C", attached hereto and made a part hereof; and

**WHEREAS**, the Parties acknowledge and agree that the rights being granted herein this Agreement in order to install and maintain the Interim Detention Basin would be done in a form that would accommodate the future joint use recreational area proposal to include a recreation design element which will collectively serve and benefit both Parties;

**NOW, THEREFORE**, Grantor and County do hereby agree as follows:

1. County shall:

A. Construct the Interim Detention Basin on the portion of the Property as shown in "Exhibit B" at County's sole cost and expense.

B. Maintain the Interim Detention Basin during construction of the Project and until the Interim Detention Basin is deemed no longer necessary by the County and the installation and construction of a comparable drainage facility has been completed by Grantor to replace the Interim Detention Basin provided the County has approved the plans and specifications for such replacement facility.

C. Not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', material man's contractors' or subcontractors' liens with the regard to County's actions upon the Property. County agrees to hold Grantor harmless for any loss or expense, including reasonable attorneys' fee, arising from any such liens which might be filed against the Property provided such liens were the directly caused by the County.

D. Defend, indemnify and hold harmless Grantor from all actions, claims, suits, penalties, obligations, damages and liabilities ("Claims") of whatsoever kind and nature arising from death, personal injury, property damage or other cause asserted or based upon any act or omission of County, its employees, agents, or any subcontractors, agents or representatives of County, or the County's obligations contemplated by this Agreement, to or in any way connected with the County's use of the Property, except to the extent that such Claims arise out of or are in any way connected with the acts or omissions of Grantor or by third parties. Such indemnification shall include all reasonable costs and attorneys' fees. The obligations set forth in this paragraph shall survive the termination of this Agreement until such time the statute of limitations shall have expired for any such Claims.

E. File all applicable written notices with the State Water Quality Control Board.



- F. Construct the Interim Detention Basin to protect against erosion.
- G. Construct the Interim Detention Basin per approved plans and submit as-built plans, engineer's certification(s), and post grading soil reports to Grantor.
- H. Coordinate with cultural resources to insure compliance with SP288A2 environmental mitigation requirements.

2. Grantor:

A. Hereby grants and conveys to the County a temporary easement for the purposes described herein this Agreement for drainage purposes, over, upon, across and within the area of the Property, including rights of ingress and egress thereto, legally described and depicted on Exhibit "A."

B. Hereby grant to County and its agents, employees, and contractors the temporary right to enter onto the Property for the purpose of constructing and installing the Interim Detention Basin and for maintenance thereof on the portion of the Property as shown in Exhibits "A" and "B" and for no other purpose.

C. Shall assume maintenance when the site is developed and the Interim Detention Basin has been deemed by the County as no longer needed, the Interim Detention Basin has been replaced with a comparable facility that provides protection to SR79 for the 100 year storm event and the County has approved the plans and specifications for such replacement facility.

D. For and in consideration of County's obligations under this Agreement, Grantor hereby releases, waives and discharges County, and the State of California, their associated entities and each of their respective officers, officials, employees, agents, volunteers, contractors and attorneys from any and all alleged and actual claims, damages, remedies, causes of action, claims of inverse condemnation, claims of losses, claims of loss of goodwill or benefits, demands, and other liabilities (collectively, "Claims") which Grantor now has or may have, arising out of or in any way related to the acquisition of the easement interests and rights by the County and the interests/rights being granted in this Agreement over the Property by the Grantor, or arising in any way associated with this Agreement. The foregoing release and waiver ("Release"), applies to all Claims, whether retrospective, current, or prospective, known or unknown, foreseeable or unforeseeable. The Release and waiver is made by Grantor for itself, its agents, assigns, successors-in-interests and related entities. Grantor agrees that it shall make no claim for any funds on deposit or from County related to County's acquisition of the easement interests and rights being granted in this Agreement over the Property by Grantor.

Except as otherwise provided in this Agreement, it is the intention of the Parties that the Release shall be effective as a bar to all claims, causes of action, actions, damages, losses, demands, accounts, reckonings, rights, debts, liabilities, obligations, and attorneys' fees, of every character and kind, known or unknown, existing or contingent, latent or patent; and in furtherance of such intention, Grantor expressly waives any and all rights conferred upon it by the provisions of

California Civil Code Section 1542, which reads as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

 Grantor Initials

3. The Parties acknowledge that Grantor shall be entitled to terminate the drainage easement when the Interim Detention Basin is replaced by a final drainage facility or improvements provided the design and construction of these final drainage improvements shall be approved by the County of Riverside Transportation Department, for the protection and support of Highway 79 as well as area and downstream property owners. As part of this approval, the Grantor shall demonstrate the resulting flood conditions for the final drainage improvements are no worse than the condition created by the Interim Detention Basin at the intersection of Winchester Road and Old Newport Road.

4. The term of this Right of Entry shall commence on the date this Agreement is executed by all Parties hereto ("**Effective Date**"). This Agreement shall terminate when the Interim Detention Basin has been deemed unnecessary by the County; final drainage improvements approved by the County have replaced the Interim Detention Basin. This Agreement is subordinate to all prior or future rights and obligations of Grantor in the Property, except that Grantor shall grant no rights inconsistent with the reasonable exercise by County of its rights under this Agreement.

5. Prior to any entry upon the Property for any of the purposes hereinabove set forth, County shall notify the Grantor by written and/or oral notice at least forty-eight (48) hours prior to commencement of entry and work.

Name: Mr. Will Stout  
SR Conestoga, LLC  
Address: 41391 Kalmia Street, Suite 200  
Murrieta, CA 92562  
Phone: (951) 696-0600  
Email: [wstout@rancongroup.com](mailto:wstout@rancongroup.com)

Name: Mr. David Michan  
Manager of SR Conestoga, LLC  
Address: 4370 La Jolla Village Drive, Suite 960  
San Diego, CA 92122  
Phone: (858) 546-0900  
Email: [davidm@strataequity.com](mailto:davidm@strataequity.com)

6. County shall, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents, and employees to comply with all federal, state, and local laws,

statutes, orders, ordinances, rules, regulations, plans, policies, and decrees. Without limiting the generality of the foregoing, County, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities County desires to conduct or have conducted pursuant to this Agreement.

7. Grantor and its representatives, employees, agents or independent contractors may enter and inspect the Property or any portion thereof or any improvements thereon at any time and from time to time at reasonable times to verify County's compliance with the terms and conditions of this Agreement.

8. It is expressly understood that this Agreement is not exclusive and does not in any way whatsoever grant or convey any permanent easement, lease, fee, or other real property interest in the Property to County.

9. County shall not cause damage to the Property, including to all improvements and the natural resources thereon, at all times at County's sole cost and expense, and County shall strictly adhere to the following restrictions, except where such actions are necessary to construct the Interim Detention Basin:

A. County may not place or dump garbage, trash, or refuse anywhere upon or within the Property, except for self-contained trash receptacles that are maintained to Grantor's satisfaction by County;

B. County may not commit or create, or suffer to be committed or created, any waste, hazardous condition and/or nuisance to occur upon the Property;

C. County may not cut, prune or remove any native trees or brush upon the Property, except for the elimination of safety hazards without first obtaining written permission by the Grantor where consent by Grantor shall not be unreasonable withheld, delayed or conditioned;

D. County may not disturb, move, or remove any rocks or boulders upon the Property except for the elimination of safety hazards without first obtaining written permission by the Grantor where consent by Grantor shall not be unreasonable withheld, delayed or conditioned;

E. County must exercise due diligence in the protection of the Property against damage or destruction by fire, vandalism or other cause;

F. County shall, upon Grantor's written demand, adequately maintain the Interim Detention Basin, to prevent environmental growth, and in the event County fails to do so after written notice from Grantor, reimburse Grantor for any costs and expenses reasonably incurred by Grantor for such maintenance.

10. Upon the termination of this Agreement and in the event that the County no longer is in need of the temporary rights and easement interests granted herein, the County shall execute a quitclaim deed in favor of Grantor in order to relinquish these rights and interests to the Grantor. Upon the termination of the Agreement, County shall, at its own cost and expense, remove any debris that may have been generated by its use of the Property and the Property shall be left in a

neat condition; however, the County shall not be responsible for the removal of any improvements that the County was permitted to install under this Agreement. County agrees not to damage Property in the process of performing the permitted activities.

11. Grantee shall or cause its contractors or subcontractors to take any and all other necessary and reasonable steps to protect the public from harm due to the work.

12. This Agreement is the result of negotiations between the Parties hereto. The Parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this Agreement contains the entire agreement of the Parties, and that the terms of this Agreement are contractual and not a mere recital. Any ambiguity in the Agreement or any of its provisions shall not be interpreted against the Party drafting the Agreement.

13. The undersigned represents that it has the authority to, and does, bind the person or entity on whose behalf and for whom it is signing this Agreement and the attendant documents provided for herein, and this Agreement and said additional documents are, accordingly, binding on said person or entity.

14. This Agreement shall not, nor shall any interest herein be assigned, mortgaged, hypothecated, or transferred by County, whether voluntary or involuntary or by operation of law, nor shall County let or sublet or grant any license of permit with respect to the use and occupancy of the Property or any portion thereof. Grantor shall not assign the rights of this Agreement.

15. This Agreement will be governed and construed by the laws of the State of California.

16. The Parties agree that this Agreement shall be recorded in the official records of the County of Riverside with the County Clerk Recorder upon full approval and execution by the Parties.


[Signature Provisions on Next Page]

17. The Agreement shall not be changed, modified, or amended except upon the written consent of the Parties hereto.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Grant of Temporary Easement and Right of Entry Agreement as first above written


**GRANTOR:**

SR CONESTOGA, LLC, a Delaware limited liability company

By: Strata Conestoga, LLC,  
Co-Managing Member


By:   
David C. Michan  
Its: Manager

By: Conestoga Development, LLC,  
Co-Managing Member

By:   
Jeff Comerchero  
Its: Manager


**GRANTEE:**

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By:   
Marion Ashley, Chairman  
Board of Supervisors

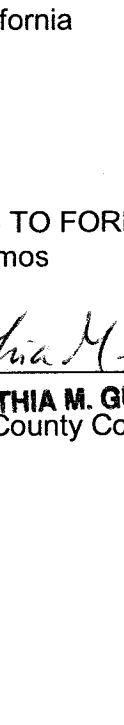
**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By:   
**SYNTHIA M. GUNZEL**  
Deputy County Counsel

Seal

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 SAN DIEGO )

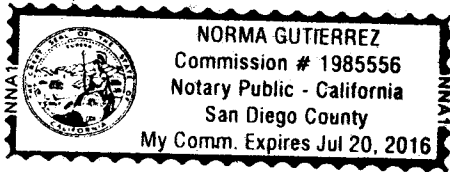
On MAY 11TH, 2015 before me, NORMA GUTIERREZ, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer

personally appeared DAVID C. MICHAN  
Name(s) of Signer(s)

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 Norma Gutierrez  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: GRANT OF TEMPORARY EASEMENT WITH RIGHT OF ENTRY AGREEMENT Document Date: \_\_\_\_\_  
Number of Pages: 10 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: DAVID C. MICHAN  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: MANAGER  
Signer Is Representing: STRATA CONFESTOGA, LLC

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

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 )

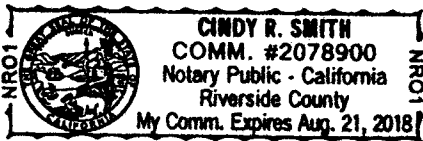
On May 4, 2015, before me, Cindy R Smith, a Notary Public, personally appeared JEFF COMERCHEIRO

, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is 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 Cindy R Smith



Place Notary Seal Above

PORTION OF APNS: 461-220-014 and 461-220-015

**CERTIFICATE of ACCEPTANCE  
(Government Code Section 27281)**

THIS IS TO CERTIFY that the interest in real property granted by the easement deed dated \_\_\_\_\_, from SR CONESTOGA, LLC, a Delaware limited liability company to the COUNTY OF RIVERSIDE, is hereby accepted for the purpose of vesting title in the County of Riverside on behalf of the public for drainage purposes, subject to improvements in accordance with County standards and will be included into the County Maintained Road System by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

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

COUNTY OF RIVERSIDE  
Juan C. Perez, Director of Transportation

By: \_\_\_\_\_, Deputy

FORM APPROVED COUNTY COUNSEL  
BY: Synthia M. Gunzel 7-10-15  
SYNTHIA M. GUNZEL DATE



EXHIBIT "A"

Assessor's Plat Map  
Legal Description and Plat Map

EXHIBIT "A"  
STATE ROUTE 79  
DRAINAGE EASEMENT  
LEGAL DESCRIPTION  
0527-022

AN EASEMENT FOR DRAINAGE PURPOSES LYING WITHIN A PORTION OF PARCEL 4 OF PARCEL MAP 28605 ON FILE IN BOOK 203, PAGES 99 THROUGH 102 INCLUSIVE OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE EAST HALF OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 33;

THENCE S 89°40'40" W ALONG THE SOUTH LINE OF SAID SECTION 33 ALSO BEING THE CENTERLINE OF NEWPORT ROAD (44.00 FOOT NORTHERLY HALF-WIDTH), AS SHOWN ON SAID PARCEL MAP, A DISTANCE OF 252.68 FEET;

THENCE N 00°19'20" W, A DISTANCE OF 44.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID NEWPORT ROAD, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 89°40'40" W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 180.00 FEET;

THENCE N 08°44'39" E, A DISTANCE OF 482.96 FEET;

THENCE N 89°41'08" E, A DISTANCE OF 235.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 79 AS DESCRIBED IN DOCUMENT NUMBER 2011-0080489, RECORDED FEBRUARY 22, 2011, OFFICAL RECORDS OF SAID RECORDER;

THENCE S 02°40'12" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 460.00 FEET, TO THE NORTHEASTERLY CORNER OF DOCUMENT NUMBER 2011-0080490, RECORDED FEBRUARY 22, 2011, SAID OFFICAL RECORDS, SAID POINT BEING 61.28 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF NEWPORT ROAD;

THENCE S 89°40'40" W ALONG THE NORTHERLY LINE OF SAID DOCUMENT NUMBER 2011-0080490, A DISTANCE OF 149.95 FEET, TO THE NORTHWESTERLY CORNER THEREOF;

THENCE S 00°19'20" E ALONG THE WESTERLY LINE OF SAID DOCUMENT NUMBER 2011-0080490, A DISTANCE OF 17.28 FEET TO THE **TRUE POINT OF BEGINNING**

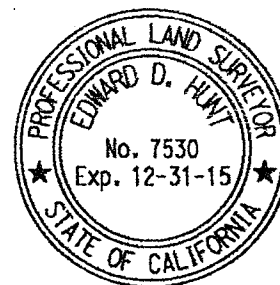
CONTAINING: 132,288 SQUARE FEET, OR 3.037 ACRES MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000100842 TO OBTAIN GROUND DISTANCE.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Edward D. Hunt

DATE: 3-31-2015



461-22  
461-20  
461-21

T.R.A. 071-290

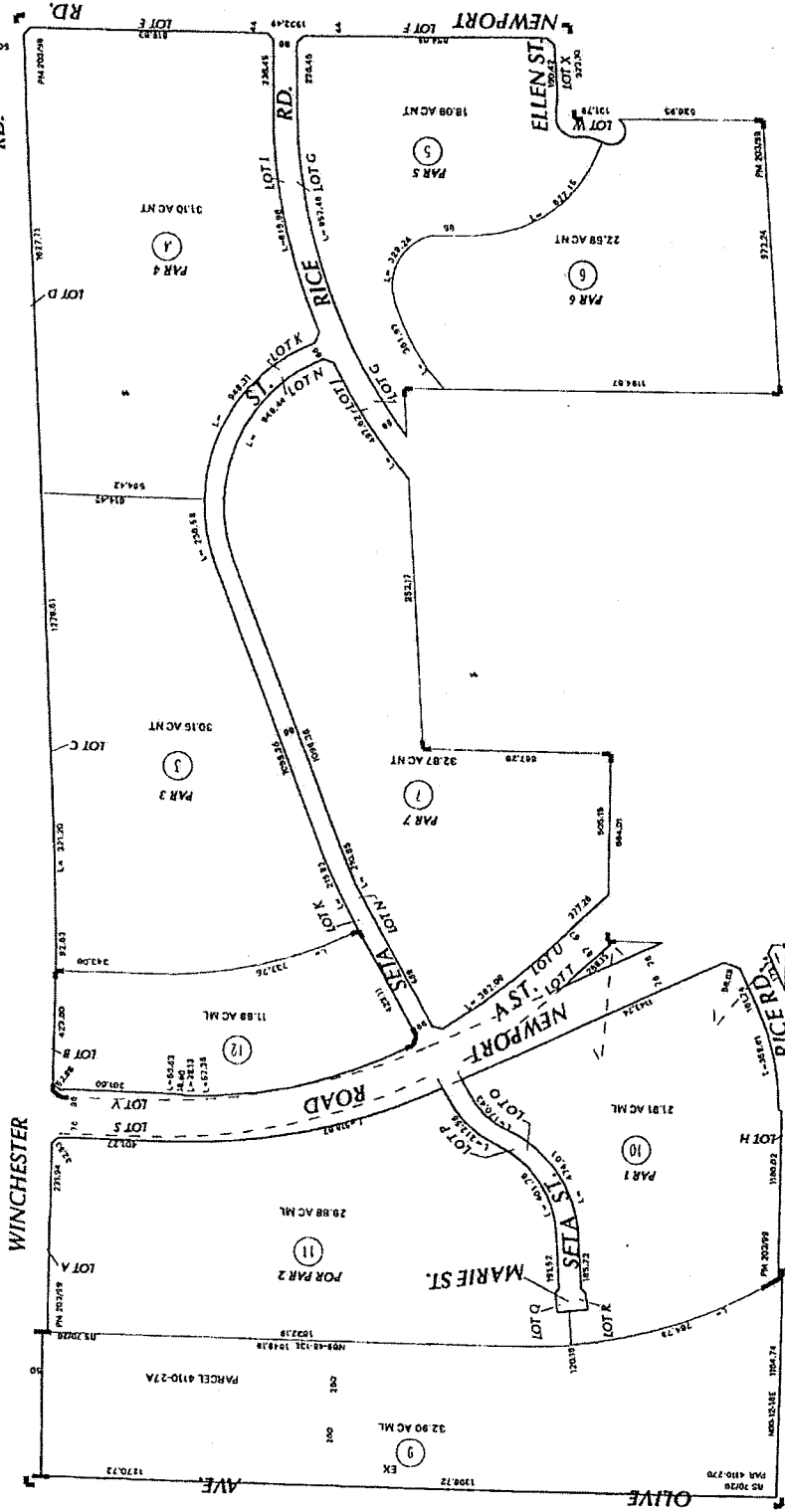
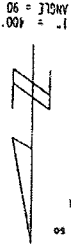
SEC. 33 34 T. 5S. R. 2W

463 18

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

FEB 2 2 2005

463 13



466 05

21

PM 203/99-102 PARCEL MAP NO. 28605  
RS 70/26-33

Feb 2005

ASSESSOR'S MAP BK461 PG 22  
Riverside County, Calif. 92503

DATE	BY	SCALE	SHEET NUMBER
10/31/04			1
11/11/04			2
11/11/04			3
11/11/04			4

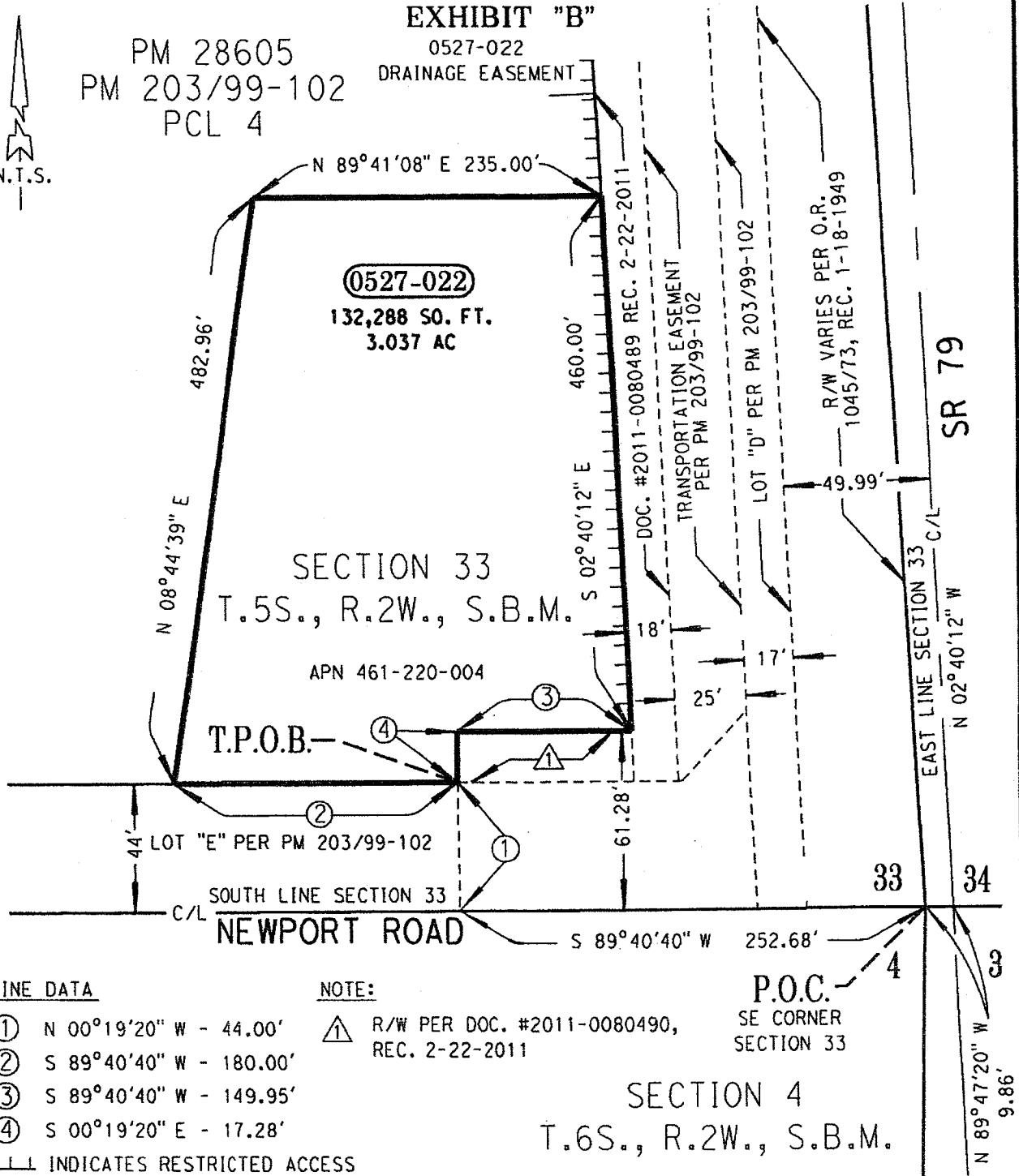
20

462 12

EXHIBIT "B"

PM 28605  
PM 203/99-102  
PCL 4

0527-022  
DRAINAGE EASEMENT



LINE DATA

- ① N 00°19'20" W - 44.00'
- ② S 89°40'40" W - 180.00'
- ③ S 89°40'40" W - 149.95'
- ④ S 00°19'20" E - 17.28'

NOTE:

△ R/W PER DOC. #2011-0080490,  
REC. 2-22-2011

P.O.C.  
SE CORNER  
SECTION 33

SECTION 4  
T.6S., R.2W., S.B.M.

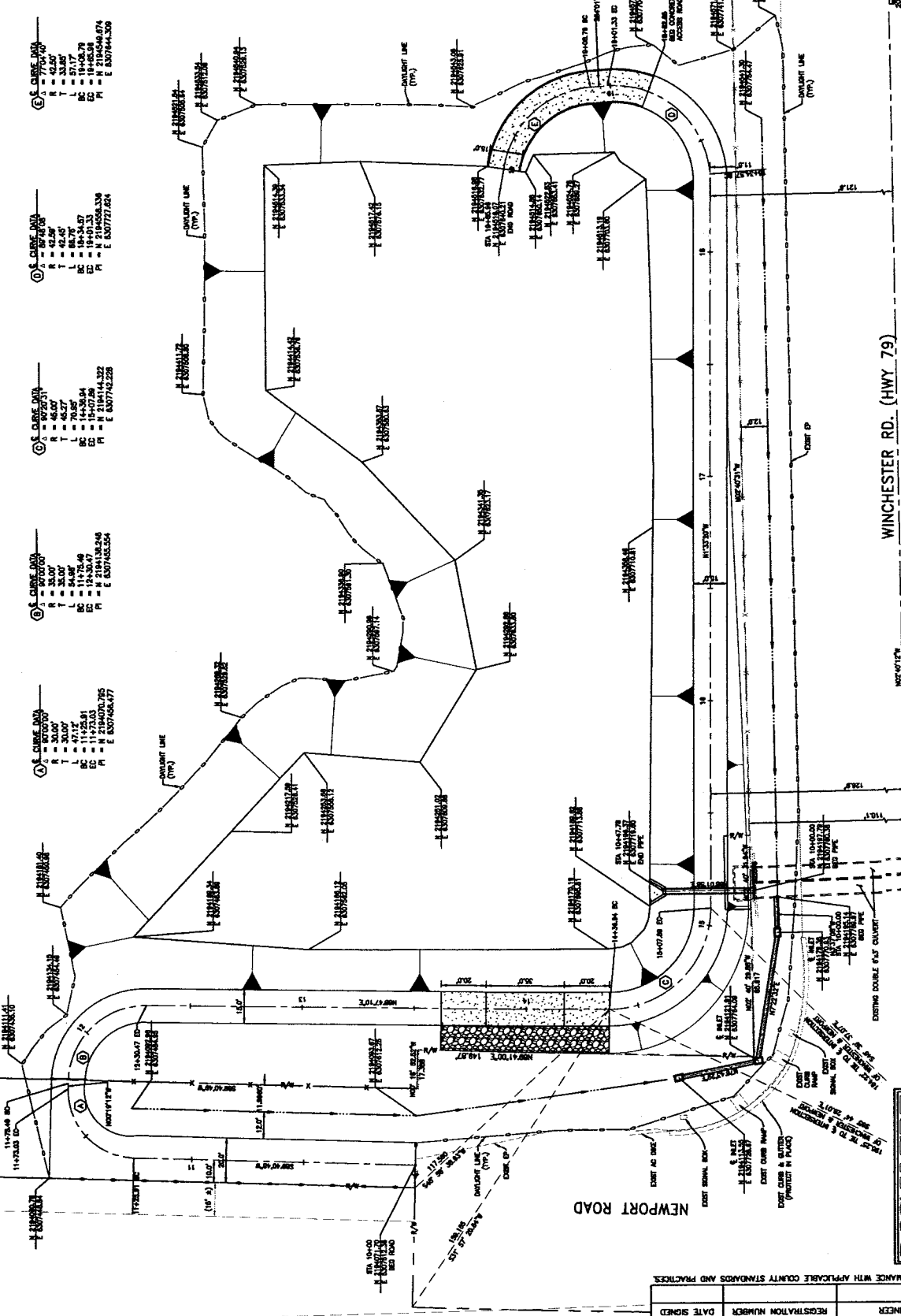
--- INDICATES RESTRICTED ACCESS



ALL DISTANCES SHOWN ARE FEET GRID DISTANCES.  
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE  
GRID DIST. BY A COMBINATION FACTOR OF 1.000100842.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0527-022
PROJECT: STATE ROUTE 79	PREPARED BY: BCIII
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
APPROVED BY: <i>Edward D. Hunt</i> DATE: 3-31-2015	DATE: MARCH, 2015
	W.O. NO.: B4-0527
	SHEET 1 OF 1





④ S. CURVE DATA

A	= 77°34'10"
R	= 42.50'
L	= 57.17'
BC	= 19+08.79
EC	= 18+85.94
PI	= E 8307644.320

⑤ S. CURVE DATA

A	= 87°24'00"
R	= 42.50'
L	= 57.17'
BC	= 18+34.87
EC	= 18+07.33
PI	= E 8307727.824

⑥ S. CURVE DATA

A	= 87°24'00"
R	= 46.00'
L	= 62.37'
BC	= 14+38.94
EC	= 15+07.26
PI	= E 8307742.228

⑦ S. CURVE DATA

A	= 80°00'00"
R	= 30.00'
L	= 24.94'
BC	= 11+75.49
EC	= 12+30.41
PI	= E 8307453.554

⑧ S. CURVE DATA

A	= 80°00'00"
R	= 30.00'
L	= 24.94'
BC	= 11+75.49
EC	= 12+30.41
PI	= E 8307453.554

⑨ S. CURVE DATA

A	= 80°00'00"
R	= 30.00'
L	= 24.94'
BC	= 11+75.49
EC	= 12+30.41
PI	= E 8307453.554

⑩ S. CURVE DATA

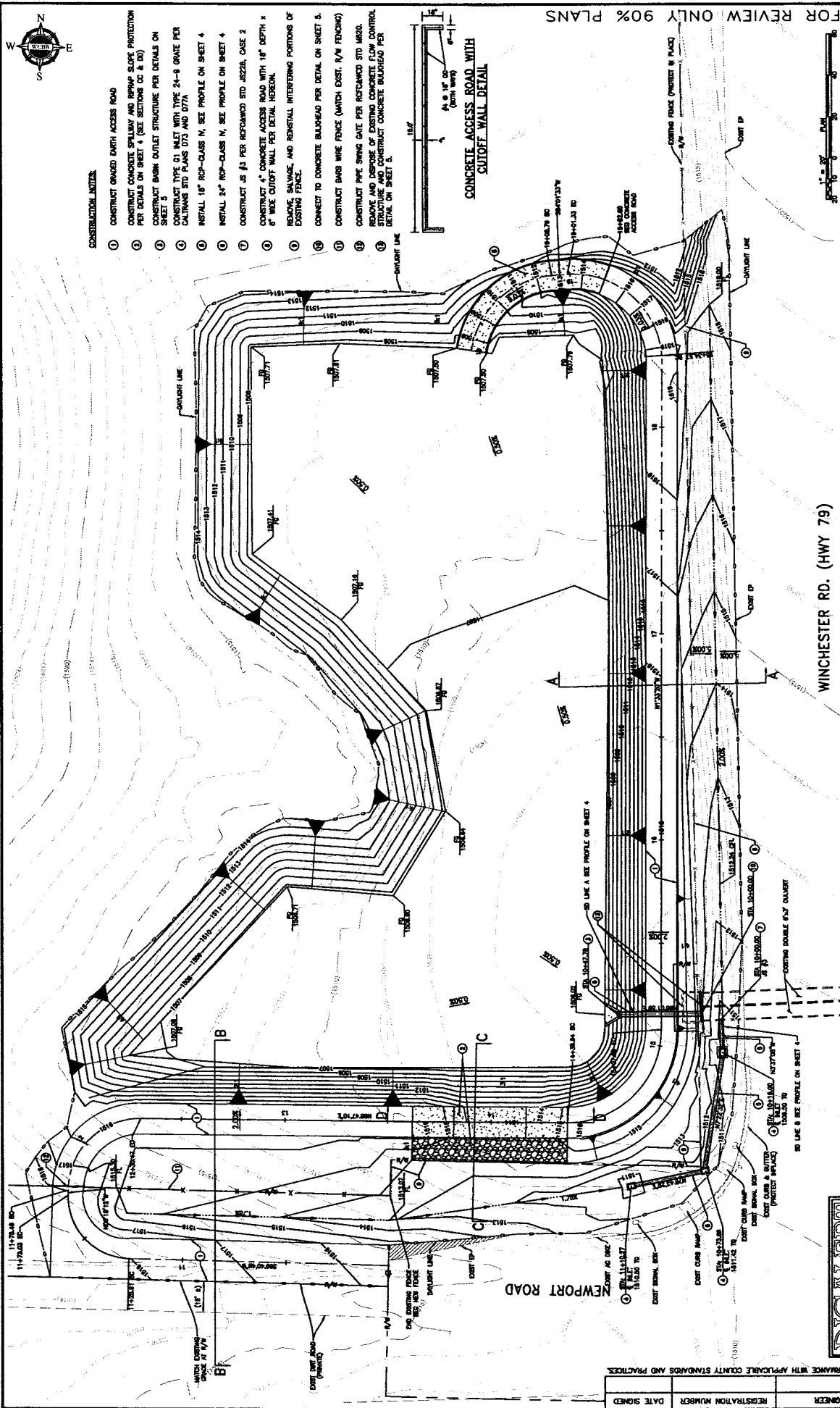
A	= 80°00'00"
R	= 30.00'
L	= 24.94'
BC	= 11+75.49
EC	= 12+30.41
PI	= E 8307453.554

APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES		COUNTY OVERSIGHT ENGINEER	DATE SIGNED
NOTE: WORK CONTINUED WITH THESE PLANS SHALL NOT BE CONSIDERED AS A GUARANTEE OF ACCURACY OR A WAIVER OF LIABILITY. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.		REVISIONS	
DIGITAL DIAL BEFORE YOU DIG TOLL FREE 1-800-227-2800 A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT		ENGINEER	
SEAL - ENGINEER		APPROVAL DATE	
ALBERT A. WEBB ASSOCIATES		COUNTY	
ENGINEERING CONSULTANTS 3768 HICKORY STREET DUMFRIES, VA 22024 PH: (801) 888-1070 FAX: (801) 788-1256		REVISIONS	
BENCHMARK: IP. NO. XXXX COUNTY OF RIVERSIDE NEWPORT ROAD & HIGHWAY 79 BASIN		DATE	
HORIZONTAL CONTROL SHEET		ENGINEER	
SCALE: H: 1"=200' V: 1"=40'		DATE	
FOR: W.D. 14-0198		COUNTY	
SHEET NO. 2 OF 5 SHEETS		FILE NO.	

WINCHESTER RD. (HWY 79)

NEWPORT ROAD

APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES



- CONSTRUCTION NOTES**
1. CONSTRUCT GRADED EARTH ACCESS ROAD
  2. CONSTRUCT CONCRETE SPURWAY AND REPAIR SLOPE PROTECTION PER DETAILS ON SHEET 4 (SEE SECTIONS CC & DD)
  3. CONSTRUCT BASIN OUTLET STRUCTURE PER DETAILS ON SHEET 5
  4. CONSTRUCT TYPE G1 INLET WITH TYPE 24-8 GRATE PER CALTRANS STD PLANS D73 AND D77A
  5. INSTALL 18" RCP-CLASS N, SEE PROFILE ON SHEET 4
  6. INSTALL 24" RCP-CLASS N, SEE PROFILE ON SHEET 4
  7. CONSTRUCT .5% PER FORWARDED STD SPEC, CASE 2
  8. CONSTRUCT 4" CONCRETE ACCESS ROAD WITH 18" DEPTH x 6" WIDE CUTOFF WALL PER DETAIL HEREON.
  9. REPAIR, MAINTAIN, AND REINSTALL INTERFERING PORTIONS OF EXISTING FENCE.
  10. CONNECT TO CONCRETE BALLOHEAD PER DETAIL ON SHEET 5.
  11. CONSTRUCT BARB WIRE FENCE (MATCH EXIST. R/W FENCING)
  12. CONSTRUCT PIPE SPRING GATE PER FORWARDED STD SPEC.
  13. REMOVE AND DISPOSE OF EXISTING CONCRETE FLOW CONTROL DETAIL ON SHEET 5.
  14. CONSTRUCT CONCRETE BALLOHEAD PER DETAIL ON SHEET 5.



FOR REVIEW ONLY 90% PLANS

COUNTY DESIGNER ENGINEER REGISTRATION NUMBER DATE SIGNED		COUNTY FILE NO. 14-0158	
APPROVED AS TO COMPLIANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES		GRADING SHEET OF 5 SHEETS	
SCALE - ENGINEER 		BENCHMARK: REVERSE MARKSMAN 4-8 ELEV. - 1607.33 DATUM - MAND OR 43.0 E. WINCHESTER	
PREPARED BY: DATE:		FOR:	
ENGINEERING CONSULTANTS <b>WEBB ASSOCIATES</b> 430 E. WINCHESTER RIVERSIDE, CA 92506 PH. (951) 888-1070 FAX (951) 788-1256		IP. NO. XXXX COUNTY OF RIVERSIDE NEWPORT ROAD & HIGHWAY 79 BASIN	
SHEET NO. 3		FILE NO.	

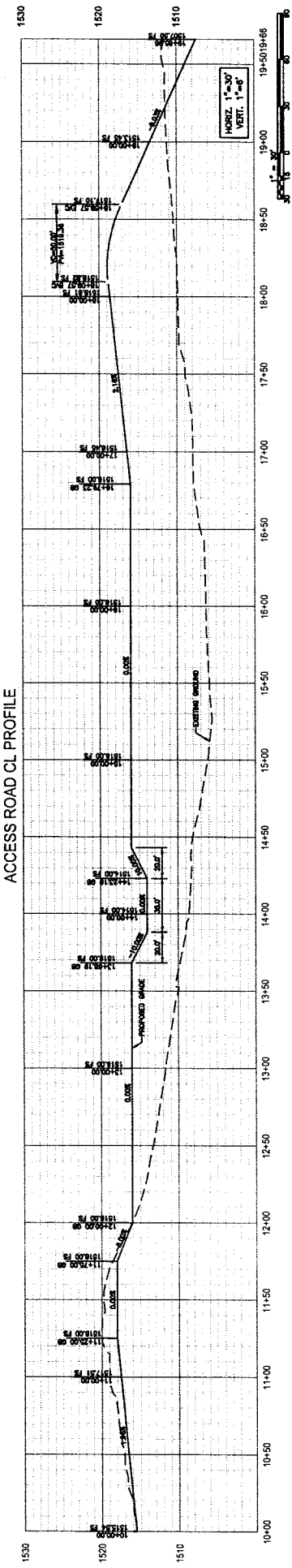
**DIG AHEAD**

BEFORE YOU DIG  
 CALL 811  
 1-800-227-2300

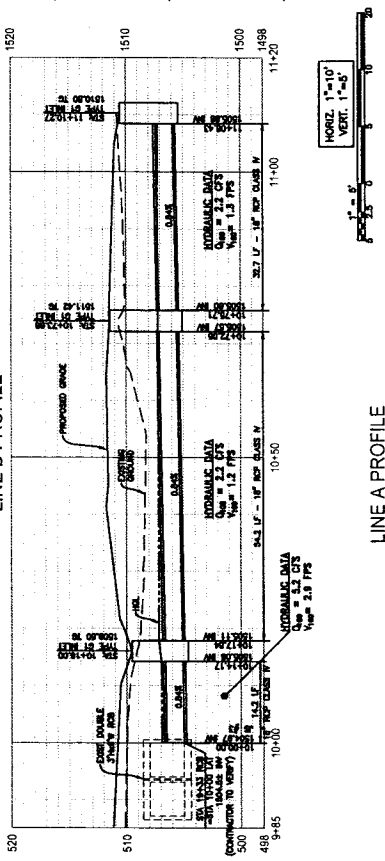
NOTE: CONTRACTOR SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED. THE PERMIT FEE IS \$100.00. THE PERMIT FEE IS NON-REFUNDABLE. THE PERMIT FEE IS NON-REFUNDABLE. THE PERMIT FEE IS NON-REFUNDABLE. THE PERMIT FEE IS NON-REFUNDABLE.

UNDERGROUND SERVICE ALERT

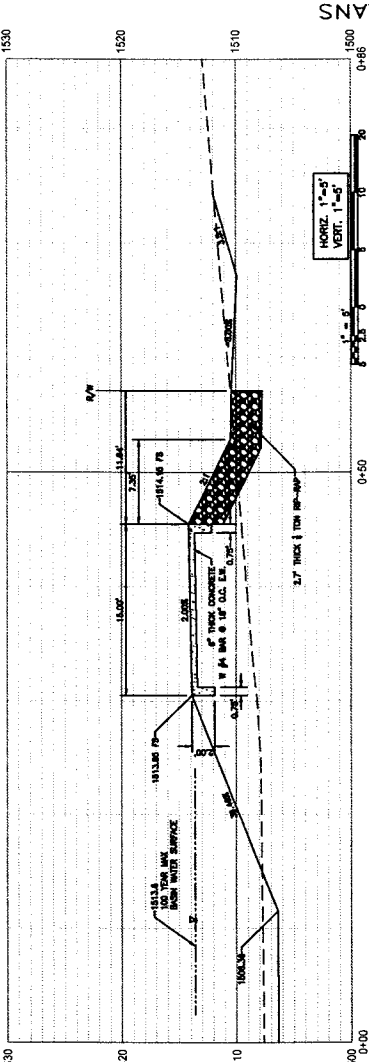
ACCESS ROAD CL PROFILE



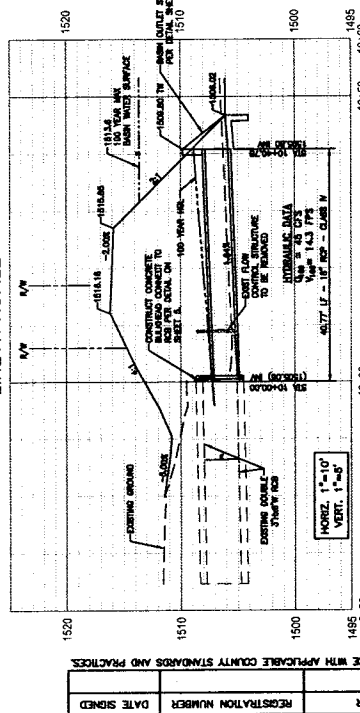
LINE B PROFILE



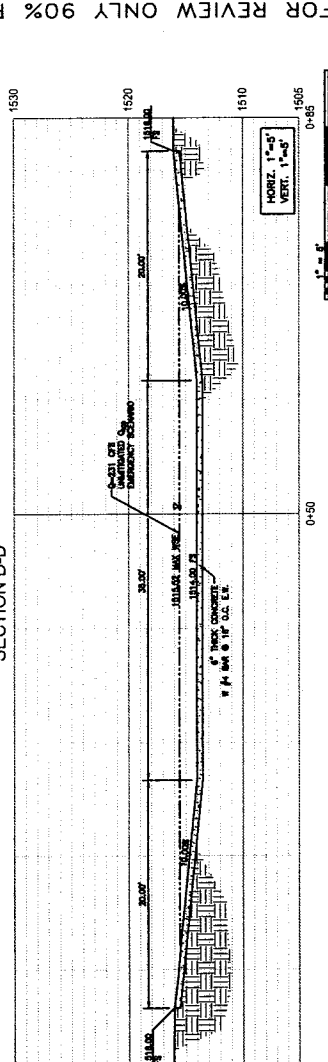
SECTION C-C



LINE A PROFILE



SECTION D-D



FOR REVIEW ONLY 90% PLANS

APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES

COUNTY OVERSIGHT ENGINEER	DATE SIGNED
ENGINEER	DATE
REVISIONS	COUNTY

NOTE: WORK CONTINUED WITH THESE PLANS SHALL NOT BE STOPPED UNTIL THE PROJECT IS COMPLETE. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.

**DIG AHEAD**

CALL BEFORE YOU DIG  
TOLL FREE 1-800-227-2800  
A PUBLIC SERVICE BY  
UNDERGROUND SERVICE ALERT

SCALE: H: 1"=50' V: 1"=5'

PREPARED BY: **WEBB ASSOCIATES**

R.C.E. NO.: 0229 DATE: \_\_\_\_\_

SEAL - ENGINEER

ENGINEERING CONSULTANTS  
WEBB ASSOCIATES  
2150 N. GULF BLVD.  
DALLAS, TEXAS 75201  
PH: (951) 888-1070  
FAX: (951) 888-1258

BENCHMARK: 14-6  
ELEVATION: 1500.33  
DATE: 11-10-10  
72.0' NEWPORT & 40.0' E. WINDHOLM

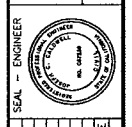
IP. NO. XXXX  
COUNTY OF RIVERSIDE  
NEWPORT ROAD & HIGHWAY 79 BASIN

MS XXXX  
W.O. 14-0158  
COUNTY FILE NO.

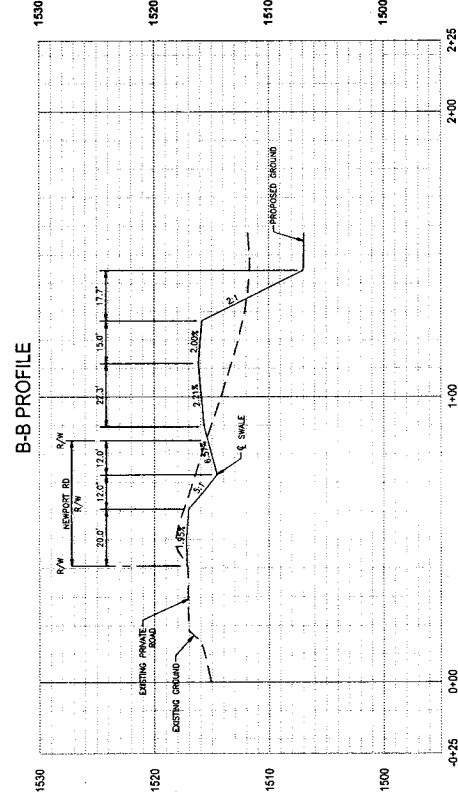
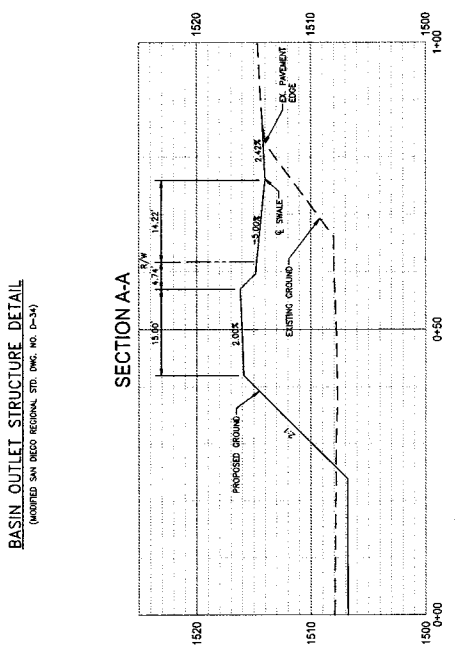
SHEET NO. 4 OF 5 SHEETS

ROADSIDE BASIN OUTLET PLAN & PROFILE SHEET

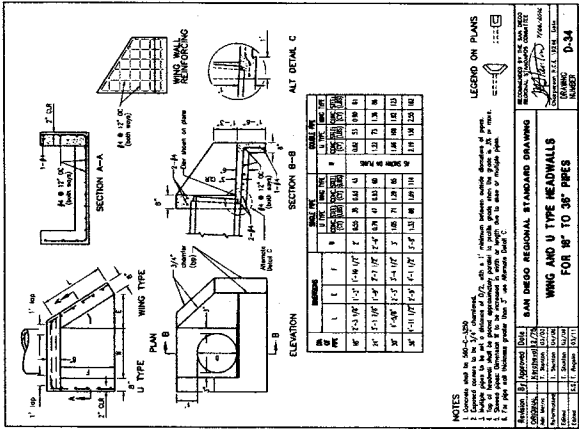




**DIGITAL**  
 DIAL BEFORE YOU DIG  
 TWO WORKING TOOLS YOU DON'T WANT TO LIVE WITHOUT  
 TOLL FREE 1-800-277-2880  
 A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

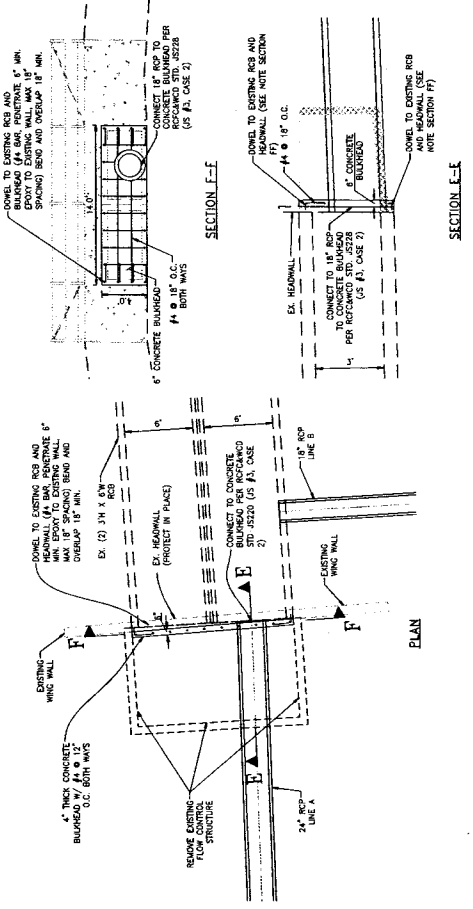
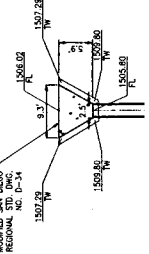


BASIN OUTLET STRUCTURE DETAIL  
 (MODIFIED SAN DIEGO REGIONAL STD. DWG. NO. D-34)



LEGEND ON PLANS

NO.	DESCRIPTION
1	CONCRETE
2	ASPHALT
3	GRAVEL
4	GRAVEL
5	GRAVEL
6	GRAVEL
7	GRAVEL
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9	GRAVEL
10	GRAVEL
11	GRAVEL
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50	GRAVEL



CONCRETE BULKHEAD AND RCB CONNECTION DETAIL

NOTES:  
 1. CONFORM WITH MS D-328  
 2. CONFORM WITH MS D-329  
 3. CONFORM WITH MS D-330  
 4. CONFORM WITH MS D-331  
 5. CONFORM WITH MS D-332  
 6. CONFORM WITH MS D-333  
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 71. CONFORM WITH MS D-398  
 72. CONFORM WITH MS D-399  
 73. CONFORM WITH MS D-400

APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES.  
 COUNTY OVERSIGHT ENGINEER \_\_\_\_\_ REGISTRATION NUMBER \_\_\_\_\_ DATE SIGNED \_\_\_\_\_



## VALLEY-WIDE RECREATION & PARK DISTRICT

P.O. Box 907 W. Esplanade Avenue  
San Jacinto, CA 92581  
(951) 654-1505 - District Office

### BOARD OF DIRECTORS

Larry Minor  
President  
Frank Gorman  
Vice President  
John Bragg  
Secretary  
Steve Simpson  
Director  
Matthew Duarte  
Director  
Dean Wetter  
General Manager

April 27, 2015

Mark Hughes  
County of Riverside Transportation Department  
4080 Lemon Street, 8<sup>th</sup> Floor  
Riverside, CA 92501

### RE: CROSSROADS SPECIFIC PLAN – SP 288 – AMENDMENT NO. 2 – REVISED

Dear Mr. Hughes

Valley-Wide Recreation and Park District appreciates the opportunity to work with you on this project. We appreciate the good communication and value our partnership as projects develop to meet the needs that best fit the community.

It is Valley-Wide's understanding that the County is in need of a one (1) to two (2) acre detention basin, at the southeast corner of Highway 79 (Winchester Road) and Old Newport Road within The Crossroads in Winchester Specific Plan. This is needed to mitigate increased run-off under the expanded roadway. Considering the circumstances, and time sensitive elements, Valley-Wide is willing to consider allowing 3.64 acres of park credit for portions of a joint-use basin, provided that some basic design criteria as indicated in previous meetings and as outlined below is provided. The joint-use facility must have the following:

- An active recreation design element which would include a 195' x 330' full size soccer field including a 20' offset for spectator space.
- Soccer field must ultimately be designed to be lighted.
- Field must have ADA accessibility and emergency vehicular access.
- Field may not exceed one (1) and a half percentage elevation change.
- Side slopes facing recreational areas or equal to two sides must not exceed 4:1.
- Soccer field must be visible from the parking lot.
- Soccer field must drain within 48 hours from the time of a rain event.

Valley-Wide has briefly reviewed the latest concept design of the proposed park and joint-use detention basin. Based on our review, it appears that this concept within the detention basin meets the above indicated criteria, with the exception of the water quality swale area. Areas where recreational turf cannot be installed shall not be considered for park credit. Additionally, there are several other concerns with the overall park design that needs to be considered.

Below is an outline of these items:

- The restroom facility is located on the north/east corner of the park and must be positioned in a central location to better accommodate the public and be consistent with our park designs indicated in our park standards.

District Office - 901 West Esplanade Avenue · San Jacinto, CA 92582 · (951) 654-1505 · Fax (951) 654-5279  
Menifee Office - 30627 Menifee Road · Menifee, CA 92584 · (951) 672-6744 · Fax (951) 672-6740  
Valle Vista Community Center - 43935 Acacia Avenue · Hemet, CA 92544 · (951) 927-6673 · Fax (951) 927-0793  
Winchester Community Center - 32665 Haddock Street · Winchester, CA 92596 · (951) 926-5917 · Fax (951) 926-5918  
Rancho Bella Vista Community Center - 31757 Browning Street · Murrieta, CA 92563 · (951) 894-1468 · Fax (951) 894-1470  
Marion V. Ashley Community Center - 25625 Briggs Road · Menifee, CA 92585 · (951) 928-2700 · Fax (951) 928-2727

- Basketball courts, tot-lots and other recreational areas must be away from residential units.
- There must be a minimum of six (6) parking stalls per acre of park land.
- Public streets should buffer the park. Rear facing residential units can only be located by the east end of the basin.
- Additional parking is desired considering that on-street parallel parking would be a concern on Old Newport Road and certainly not allowed along Winchester Road / Highway 79.
- Ball field must be designed to flow away from infield clay.
- Areas shown within the basin indicated as water quality that cannot have recreational turf cannot be considered as park credit.

Additionally, based on our calculations from the information provided by the applicant (Rancon), the current land use plan does not meet the park land requirements, whether or not park credit is given at the joint-use basin/soccer field. We understand that due to cultural restrictions, the park land dedication requirement was reduced from the Valley-Wide standard of five (5) acres of park land per 1,000 population to three (3) acres per 1,000 population. This change reduced the park land requirement from fourteen (14) acres to about just eight and a half (8-1/2) acres.

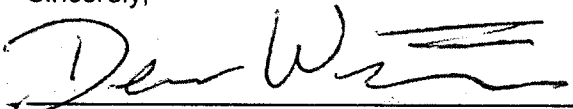
We feel that the County has demonstrated that a joint-use facility is achievable assuming that Rancon is willing to meet all of Valley-Wide's park requirements. Based on previous meetings with Rancon, it is our understanding that a detention basin and water quality swale would still need to be at this location to mitigate project increased run-off and water quality management, regardless of the County's need for a basin.

Given all the information gathered to date on this project, we feel that additional park land should be added to this area to ensure that the above items are provided and ultimately park credit can be given.

If all of the above listed items can be achieved, Valley-Wide is willing to consider 7.26 acres of the joint-use park/basin for park credit. In the event that Rancon does not feel that they can meet the park requirements, we are open to review alternative locations for the park site, which would potentially eliminate the park credit for the detention basin area.

Should you have any questions, please feel free to contact me at (951) 654-1505.

Sincerely,



Dean Wetter, General Manager  
Valley-Wide Recreation and Park District

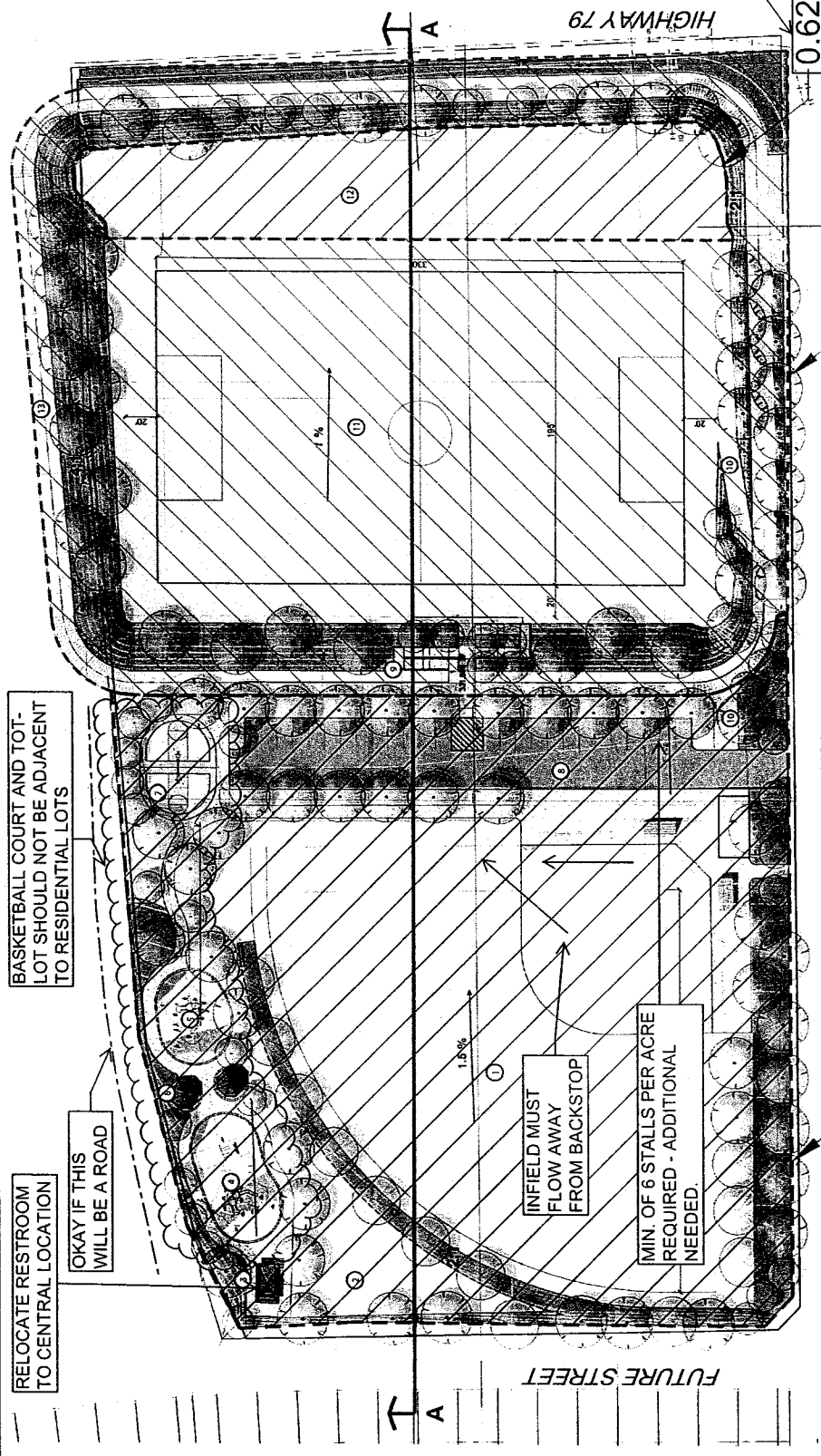
- LEGEND**
- ① BASEBALL/SOFTBALL FIELD
  - ② SLOPED OPEN LAWN
  - ③ RESTROOM BLD
  - ④ CHILDREN PLAY AREAS (5-12) PMS OLD
  - ⑤ CHILDREN PLAY AREAS (13-17) PMS OLD
  - ⑥ PAVED MULTI-PURPOSE AREAS
  - ⑦ OPEN PLAY BASKETBALL COURT
  - ⑧ PARKING LOT / TRUCK SPACES
  - ⑨ BICYCLE ACCESS / ADA ACCESS
  - ⑩ FIRE ACCESS
  - ⑪ SOCCER FIELD (118' X 200')
  - ⑫ WATER QUALITY AREA (WQA)
  - ⑬ DECOMPOSED GRANITE FINISH

BASKETBALL COURT AND TOI-LOT SHOULD NOT BE ADJACENT TO RESIDENTIAL LOTS

RELOCATE RESTROOM TO CENTRAL LOCATION  
OKAY IF THIS WILL BE A ROAD

MIN. OF 6 STALLS PER ACRE REQUIRED - ADDITIONAL NEEDED.  
INFIELD MUST FLOW AWAY FROM BACKSTOP

NOT CONSIDERED FOR PARK CREDIT



0.62 ACRES

3.64 ACRES

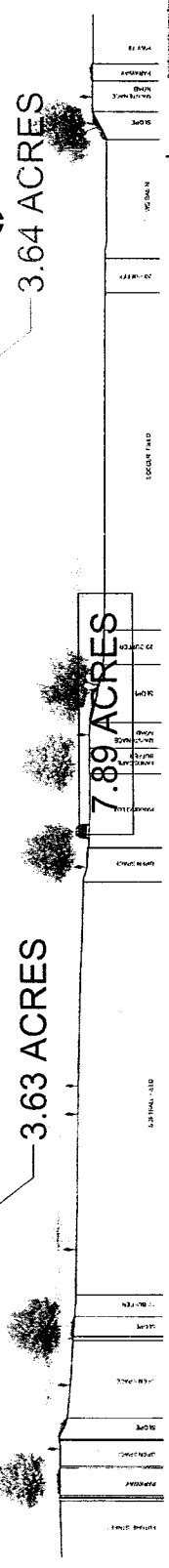
7.89 ACRES

3.63 ACRES

NEWPORT ROAD

HIGHWAY 79

FUTURE STREET



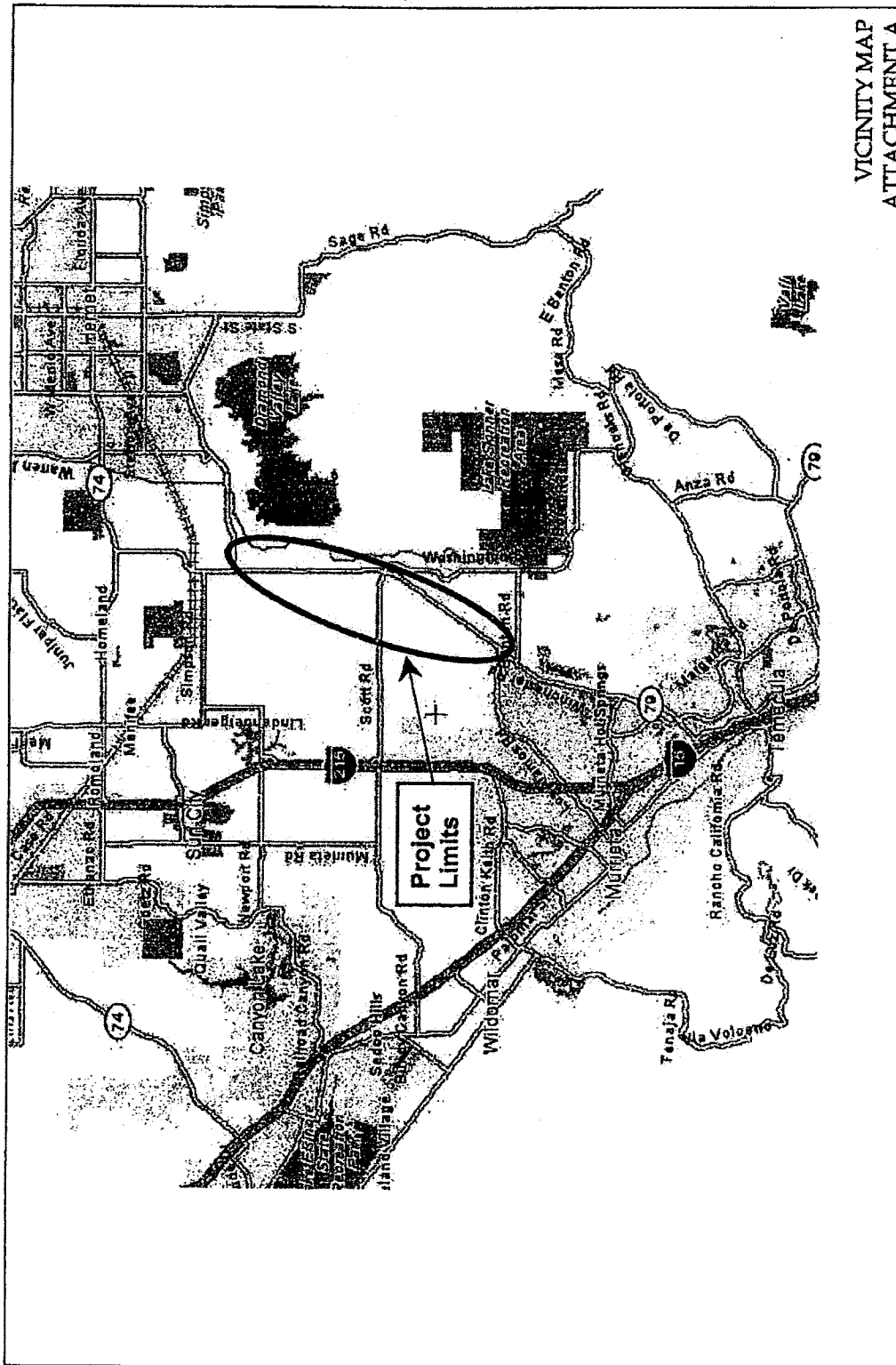
REVIEWED WITH COMMENTS

James Potter

SECTION A-A SCALE 1"=30'

CONCEPTUAL LANDSCAPE PLAN | BASIN/PARK/WESTERN SIDE OF HWY 79

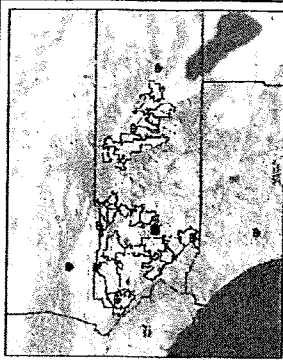




VICINITY MAP  
ATTACHMENT A

CH2MHILL

# Attachment B



## Legend

- RCLIS Parcels
- City Boundaries
- Cities**
- roads
- highways
- HWY
- INTERCHANGE
- INTERSTATE
- OFFRAMP
- ONRAMP
- USHWY
- counties
- cities
- hydrographylines
- waterbodies
- Lakes
- Rivers

## Notes

"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.



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**Riverside County Board of Supervisors  
Request to Speak**

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
to Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** Paul Jacobs

**Address:** \_\_\_\_\_  
(only if follow-up mail response requested)

**City:** Temecula **Zip:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Date:** 7/21/15 **Agenda #** 3-52 / 3-53

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**

\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

**I give my 3 minutes to:** \_\_\_\_\_

## **BOARD RULES**

### **Requests to Address Board on "Agenda" Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

### **Requests to Address Board on items that are "NOT" on the Agenda:**

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

### **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

### **Individual Speaker Limits:**

**Individual speakers are limited to a maximum of three (3) minutes.** Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

### **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

### **Addressing the Board & Acknowledgement by Chairman:**

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.