

FORM APPROVED COUNTY COUNSEL 7/30/15
 BY: GREGORY P. PRAMOS DATE

Departmental Concurrence

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

746A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
 June 23, 2015

SUBJECT: Joint Use Agreement with Southern California Edison for the Relocation of Distribution and Transmission Electric Lines for the Extension of Clinton Keith Road, from the Murrieta City Limit Easterly to Warm Springs Creek, Within an Unincorporated Area of the County of Riverside. CEQA Finding of Nothing Further is Required. 3rd District; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that all potentially significant effects have been adequately analyzed and avoided or mitigated in an earlier Supplemental Environmental Impact Report (SEIR) certified by this Board on February 7, 2006 (Item 3-44); therefore, nothing further is required; and

Patricia Romo

Patricia Romo
 Assistant Director of Transportation

Juan C. Perez

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)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A

Budget Adjustment: N/A

For Fiscal Year: 2014/2015

C.E.O. RECOMMENDATION:

APPROVE

BY: *Alex Gann*
 Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Benoit
Nays: None
Absent: Ashley
Date: August 18, 2015
xc: Transp., Recorder

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

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

Prev. Agn. Ref.: 2/7/06 (3-44), 3/25/14 (3-17), 6/2/15 (3-28)

District: 3

Agenda Number:

3-69

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

FORM 11: Joint Use Agreement with Southern California Edison for the Relocation of Distribution and Transmission Electric Lines for the Extension of Clinton Keith Road, from the Murrieta City Limit Easterly to Warm Springs Creek, Within an Unincorporated Area of the County of Riverside. CEQA Finding of Nothing Further is Required. 3rd District; [\$0]

DATE: June 23, 2015

PAGE: 2 of 3

RECOMMENDED MOTION (continued)

2. Approve the attached JUA between the County of Riverside (County) and Southern California Edison (SCE) for the relocation of distribution and transmission electric lines in conjunction with the extension of Clinton Keith Road, from the Murrieta city limit easterly to Warm Springs Creek, within an unincorporated area of the County; and
3. Authorize the Chairman of the Board to execute the agreement on behalf of the County; and
4. Direct the Clerk of the Board of Supervisors to file the Notice of Determination with the County Clerk for posting within five working days.

BACKGROUND:

Summary

The Transportation Improvement Program (TIP) provides for the extension of Clinton Keith Road from Interstate 215 (I-215) to State Route 79 (SR-79) in the Murrieta area. The first phase of the project between I-215 and Whitewood Road was completed by the City of Murrieta; the portion between Trois Valley Street and Leon Road was completed by the adjacent development. Due to funding constraints, the remaining sections of Clinton Keith Road are being constructed in phases. The section of Clinton Keith Road from Whitewood Road to Trois Valley Street was approved by this Board for advertisement of bids for construction on June 2, 2015 (Item 3-28).

This agreement provides for joint use of the public right-of-way for the relocation of electrical power distribution and transmission lines within the re-established roadway for the portion of Clinton Keith Road from Whitewood Road to Warm Springs Creek.

The conflicting SCE-owned facilities will be relocated from within SCE-owned easements onto County right-of-way. Inasmuch as SCE currently enjoys prior property rights with respect to the current location of its 12kV facilities, and those facilities are planned to be relocated onto County right-of-way, SCE requires that their superior rights be perpetuated by execution of the attached JUA.

The mechanism needed to actually fund the relocation of the facilities will be in the form of a separate "Facilities Relocation Agreement" between the County of Riverside and Southern California Edison Company. The Facilities Relocation Agreement is anticipated for Board consideration sometime in August, 2015, once negotiations have been completed. The total estimated cost to the County for the relocation of these facilities is currently estimated at approximately \$1,300,000.

The execution of the agreement perpetuates the superior property rights of SCE. The power poles will be placed to accommodate the future six-lane improvements.

The Transportation Department has verified that SCE enjoys prior property rights with respect to all SCE facilities to be relocated from SCE's easement to the franchise position (within the public right-of-way).

The Transportation Department has reviewed the agreement, including the attached legal description and plat, and recommends approval in order to facilitate the construction of the road widening improvements.

There are no direct costs associated with the execution of the JUA. The cost to design and construct the relocation of the electrical facilities is included in the project budget and is included in the TIP.

SEIR No. 398 (SCH # 1995062022) was completed in compliance with the State California Environmental Quality Act (CEQA) Guidelines and certified by this Board on February 7, 2006, for the Clinton Keith Road Extension Project. Additionally, on June 2, 2015, the Board considered an addendum to the SEIR that analyzed the construction phasing of the project.

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FORM 11: Joint Use Agreement with Southern California Edison for the Relocation of Distribution and Transmission Electric Lines for the Extension of Clinton Keith Road, from the Murrieta City Limit Easterly to Warm Springs Creek, Within an Unincorporated Area of the County of Riverside. CEQA Finding of Nothing Further is Required. 3rd District; [\$0]

DATE: June 23, 2015

PAGE: 3 of 3

The JUA between SCE and the County was reviewed, and it was determined that no new environmental documentation is required because (a) the relocation of SCE distribution and transmission lines was adequately addressed in the SEIR; (b) all potentially significant effects of the relocation have been avoided or mitigated in conformance with the SEIR; (c) no new environmental effects have been identified; (d) no substantial increase in severity of the environmental effects have been identified as a result of the relocation; (e) no considerably different mitigation measures have been identified; and (f) no mitigation measures found infeasible have become feasible. The JUA is an implementing action in furtherance of the project and is consistent with the characteristics evaluated in the SEIR. Nothing further is required because all potentially significant effects have been adequately addressed in the SEIR.

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

Project No.: ZB2-0472C

Impact on Residents and Businesses

The Clinton Keith Road Extension Project will provide an east-west corridor connecting I-215 with SR-79, improving regional traffic circulation for all of southwestern Riverside County. Relocation of SCE distribution and transmission lines is necessary in order to build this critical transportation link and will occur during or prior to construction of the Clinton Keith Road Extension Project. Proper relocation of the distribution and transmission electric lines will provide for adequate service to SCE's customers in the region.

SUPPLEMENTAL:

Additional Fiscal Information

N/A

ATTACHMENTS:

Vicinity Map
Joint Use Agreement
Notice of Determination

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
2131 WALNUT GROVE AVENUE
ROSEMEAD, CA 91770
ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RP File No.: REL200032381
Service Order No. 800103294

Serial No.: 67268A
Affects SCE Docs: 283485, 336090 and 359484

JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of August, 2015, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Company", and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter called "County",

WITNESSETH:

THAT WHEREAS Company is the owner in possession of certain rights of way and easement(s) for electrical facilities by virtue of the following easement rights:

That certain Grant of Easement from Silas M. Kobey and Rosalie J. Kobey, husband and wife to Southern California Edison Company, a corporation, its successors and assigns, recorded November 21, 1968 as Instrument No. 111992; Grant of Easement from Sherilan Johnson, a married woman to Southern California Edison Company, a corporation, its successors and assigns, recorded November 14, 1977 as Instrument No. 225718; and Grant of Easement from Aime Aicard and Marie E. Aicard, husband and wife and Jean Pierre Foucrier and Caterina Foucrier to Southern California Edison Company, a corporation, its successors and assigns, recorded May 2, 1980 as Instrument No. 83823, all of Official Records, in the Office of the County Recorder of Riverside County, State of California, hereinafter referred to as "Company's Easement"; and

WHEREAS County has acquired easement rights for street and highway purposes for the construction and/or improvement of Menifee Road and Clinton Keith Road in said County, State of California, hereinafter referred to as "highway right of way", as shown on the sheets attached hereto, marked "Exhibit B" and hereby made a part hereof, which said highway right of way is subject to Company's easement; and

WHEREAS Company's facilities as now installed and located on said highway right of way will interfere with or obstruct the construction, reconstruction, maintenance or use of said street or highway, and County desires to eliminate such interference or obstruction;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, Company and County do hereby agree as follows:

The location of Company's easement insofar as it now lies within the said highway right of way, be, and it hereby is, changed to the strip of land within said highway right of way, hereinafter referred to as "new location", and shown and designated as "area of Joint Use Agreement", more particularly described on the "Exhibit A", and more particularly depicted on the "Exhibit B", both attached hereto and by this reference made a part hereof.

AUG 18 2015 3-609

**Joint Use Agreement
Between SCE and
The County of Riverside
RP File No.: REL200032381
Serial No. 67268A
Affect SCE Document(s): 283485, 336090 and 359484**

County hereby agrees to pay for the total direct and indirect costs incurred by Company for relocating its facilities from Company's easement and reconstructing the same in the new location, including, but not limited to, the cost of acquiring any easements or rights of way over private property.

In consideration of the payment to Company of the cost of relocation as aforesaid, and upon acquisition of any and all easements over private property as may be required for the relocation of Company's facilities to the new location, Company agrees to rearrange, relocate and reconstruct within said new location, any of its facilities heretofore or now installed pursuant to Company's easement within said highway right of way. Company hereby consents to the construction, reconstruction, maintenance or use by County of a street or highway over, along and upon Company's easement, both in the old location and in the new location within said highway right of way, upon and subject to the terms and conditions herein contained.

County acknowledges Company's title to Company's easement in said new location and the priority of Company's title over the title of County in said new location. Company has and reserves the right and easement to use, in common with the public's use of said street or highway, said new location for all of the purposes for which Company's easement was acquired, without need for any further permit or permission from County. Except in emergencies, Company shall give reasonable notice to County before performing any work on Company's facilities in said new location where such work will obstruct traffic. In all cases, Company shall exercise due care for the protection of the traveling public.

In the event that the future use of said highway right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's facilities then existing in said new location, and County shall notify Company in writing of such necessity and agree to reimburse Company on demand for its costs incurred in complying with such notice, Company will provide County with plans of its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by County, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall exercise due care for the protection of the traveling public. No further permit or permission from County for such rearrangement, relocation or reconstruction shall be required and County will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Company's facilities within said highway rights of way, (2) provide executed document(s) granting to Company a good and sufficient easement or easements over private property if necessary to replace Company's easement or any part thereof, and (3) reimburse Company for any costs which it may be required to expend to acquire such easement or easements, provided it is mutually agreed in writing that Company shall acquire such easement or easements.

County agrees to indemnify, defend and reimburse Company for any loss or claim Company may suffer because of any lack of or defect in County's title to said new location or any subsequent location within said highway right of way, or in the title to any easement provided by County over private property, to which Company relocates its facilities pursuant to the provisions hereof, and County agrees that if Company is ever required to relocate its facilities because of any such lack of or defect in title, County shall reimburse Company for the cost of relocating its facilities and any other reasonable costs arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. County shall not reimburse Company for any loss caused by Company's own fault or negligence.

Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement. Both County and Company shall use said new location in such a manner as not to interfere unduly with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or County may now have or

Joint Use Agreement
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may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either County or Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party. County agrees that Company's facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said street or highway, by the County or its contractors, and that, if necessary, County will protect Company's facilities against any such damage, at County's expense.

Company shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in said new location in said highway right of way, and which in the opinion of Company may endanger or interfere with the proper operation or maintenance of Company's facilities, to the extent necessary to prevent any such interference or danger.

This agreement shall inure to the benefit of and be binding upon the Company and the County and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers thereunto duly authorized, as of the day and year herein first above written.

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation

By Jay Glasser
Jay Glasser
Right of Way Agent
Land Management Division
Real Properties Department

COUNTY OF RIVERSIDE, a political subdivision

By: Marion Ashley
Name: MARION ASHLEY
Title: CHAIRMAN, BOARD OF SUPERVISORS

By: _____
Name: _____
Title: _____

ATTEST:
KECIA HARPER-HEM, Clerk
By: Kecia Harper-Hem
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: Marshall Victor 7/30/15
MARSHAL L. VICTOR DATE

Joint Use Agreement
Between SCE and
The County of Riverside
RP File No.: REL200032381
Serial No. 67268A
Affect SCE Document(s): 283485, 336090 and 359484

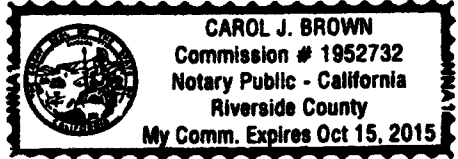
"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

State of California)
County of SAN BERNARDINO)

On MAY 5, 2015 before me, CAROL J. BROWN, a Notary Public, personally appeared JAY GLASSEL, 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 Carol J. Brown

"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 _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

Joint Use Agreement
Between SCE and
The County of Riverside
RP File No.: REL200032381
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State of California)
County of _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"
CLINTON KEITH ROAD
JOINT USE AGREEMENT PARCELS
(COUNTY OF RIVERSIDE)
LEGAL DESCRIPTIONS

PARCEL "E"

BEING A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CLINTON KEITH ROAD (55.00 FOOT NORTHERLY HALF-WIDTH) AND THE CENTERLINE OF AVENIDA MANANA (30.00 FOOT EASTERLY HALF WIDTH) AS SHOWN ON PARCEL MAP NUMBER 17774, ON FILE IN BOOK 121, PAGE 66 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING A POINT ON THE SOUTH LINE OF SAID SECTION 36:

THENCE S 89°31'02" E ALONG SAID CENTERLINE OF CLINTON KEITH ROAD AND SAID SECTION LINE A DISTANCE OF 117.01 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N 87°17'44" E, A DISTANCE OF 18.17 FEET;

THENCE N 00°01'53" E, A DISTANCE OF 6.30 FEET;

THENCE N 87°17'44" E, A DISTANCE OF 5.00 FEET;

THENCE S 00°01'53" W, A DISTANCE OF 6.30 FEET;

THENCE S 87°17'44" W, A DISTANCE OF 2.48 FEET;

THENCE S 00°38'27" W, A DISTANCE OF 1.15 FEET;

THENCE N 89°31'02" W, A DISTANCE OF 20.65 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 43 SQUARE FEET, OR 0.001 ACRES, MORE OR LESS.

PARCEL "F"

BEING A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CLINTON KEITH ROAD (55.00 FOOT NORTHERLY HALF-WIDTH) AND THE CENTERLINE OF AVENIDA MANANA (30.00 FOOT EASTERLY HALF WIDTH) AS SHOWN ON PARCEL MAP NUMBER 17774, ON FILE IN BOOK 121, PAGE 66 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING A POINT ON THE SOUTH LINE OF SAID SECTION 36;

THENCE S 89°31'02" E ALONG SAID CENTERLINE OF CLINTON KEITH ROAD AND SAID SECTION LINE, A DISTANCE OF 137.66 FEET;

THENCE N 00°28'58" E, A DISTANCE OF 1.20 FEET TO THE TRUE POINT OF BEGINNING;

EXHIBIT "A"
CLINTON KEITH ROAD
JOINT USE AGREEMENT PARCELS
(COUNTY OF RIVERSIDE)
LEGAL DESCRIPTIONS

THENCE N 00°47'38" W, A DISTANCE OF 7.71 FEET;
THENCE N 87°07'25" E, A DISTANCE OF 5.01 FEET;
THENCE S 00°43'44" E, A DISTANCE OF 8.01 FEET;
THENCE S 89°26'09" W, A DISTANCE OF 5.00 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINING: 39 SQUARE FEET, OR 0.001 ACRES, MORE OR LESS.

PARCEL "G"

BEING A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 36, SAID CORNER BEING THE CENTERLINE INTERSECTION OF CLINTON KEITH ROAD (HAVING A NORTHERLY 55.00 FOOT HALF-WIDTH) SHOWN AS LOT "B" AND MENIFEE ROAD (HAVING AN EASTERLY 50.00 FOOT HALF WIDTH) SHOWN AS LOT "A" ON PARCEL MAP NUMBER 7955, ON FILE IN BOOK 27, PAGE 23 OF PARCEL MAPS, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE S 89°31'02" E ALONG THE CENTERLINE OF SAID CLINTON KEITH ROAD, BEING THE SOUTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 52.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N 10°00'06" W, A DISTANCE OF 97.44 FEET;

THENCE N 15°08'27" W, A DISTANCE OF 128.67 FEET TO A POINT ON THE WESTERLY LINE OF SAID SECTION 36, ALSO BEING A POINT ON THE CENTERLINE OF SAID MENIFEE ROAD;

THENCE N 00°22'56" E, ALONG SAID CENTERLINE AND SAID SECTION LINE A DISTANCE OF 6.43 FEET;

THENCE S 89°37'04" E, A DISTANCE OF 29.35 FEET;

THENCE S 15°08'27" E, A DISTANCE OF 128.35 FEET;

THENCE S 10°00'06" E, A DISTANCE OF 104.34 FEET TO A POINT OF INTERSECTION WITH SAID SOUTHERLY LINE OF SECTION 36;

THENCE N 89°31'02" W ALONG SAID SOUTHERLY LINE OF SECTION 36, A DISTANCE OF 30.51 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "A"
CLINTON KEITH ROAD
JOINT USE AGREEMENT PARCELS
(COUNTY OF RIVERSIDE)
LEGAL DESCRIPTIONS

CONTAINING: 6,976 SQUARE FEET, OR 0.160 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 1.000099080 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 935-TT, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

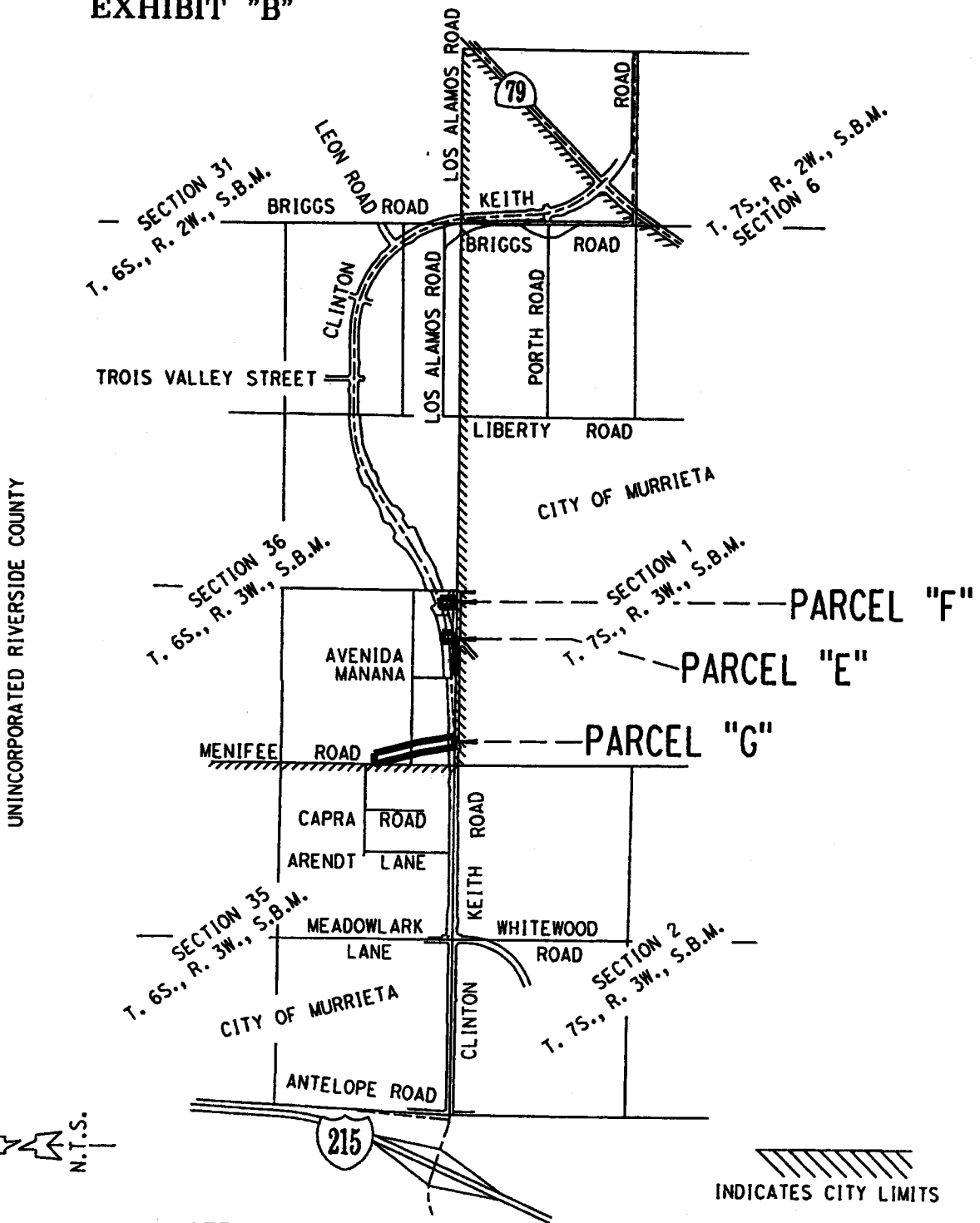
SEE ATTACHED EXHIBIT "B"

APPROVED BY: Edward D. Hunt

DATE: 11-13-2014



EXHIBIT "B"



NOTE:

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.000099080.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.:	N/A
PROJECT: CLINTON KEITH ROAD	PREPARED BY:	JAL
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: 11-13-2014	DATE:	NOVEMBER, 2014
	W.O. NO.:	B2-0472
	SHEET	1 OF 4 SHEETS

SER 67268A

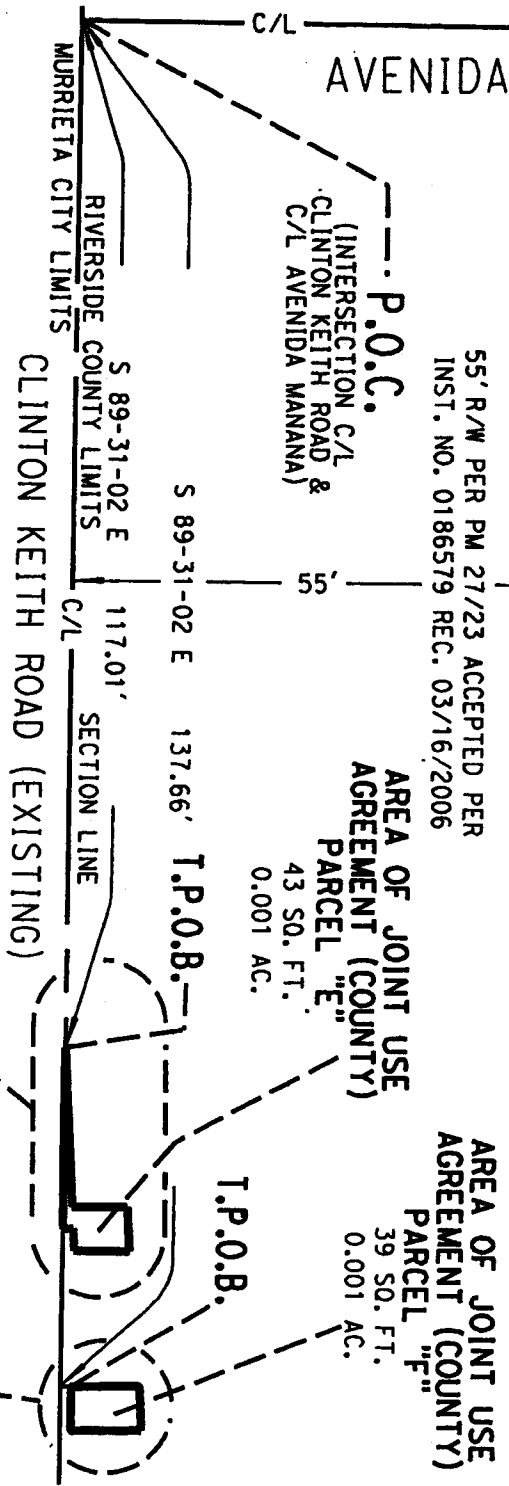
EXHIBIT "B"

CITY OF MURRIETA

SECTION 1
T.7S., R.3W., S.B.M.

SEE DETAIL
PARCEL "E"
SHEET 3 OF 4

SEE DETAIL
PARCEL "F"
SHEET 3 OF 4



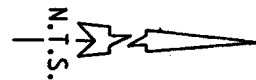
MANANA

30' R/W PER
PM 27/23
ACCEPTED PER
INST. NO. 0186579
REC. 03/16/2006

UNINCORPORATED RIVERSIDE COUNTY

SECTION 36
T.6S., R.3W., S.B.M.

PM 121/66
PARCEL 1



NOTE:

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.000099080.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.		PAR. NO.:	N/A
PROJECT: CLINTON KEITH ROAD		PREPARED BY:	JAL
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 O. Hunt</i> DATE: 11-13-2014		DATE:	NOVEMBER, 2014
		W.O. NO.:	B2-0472
		SHEET	2 OF 4 SHEETS

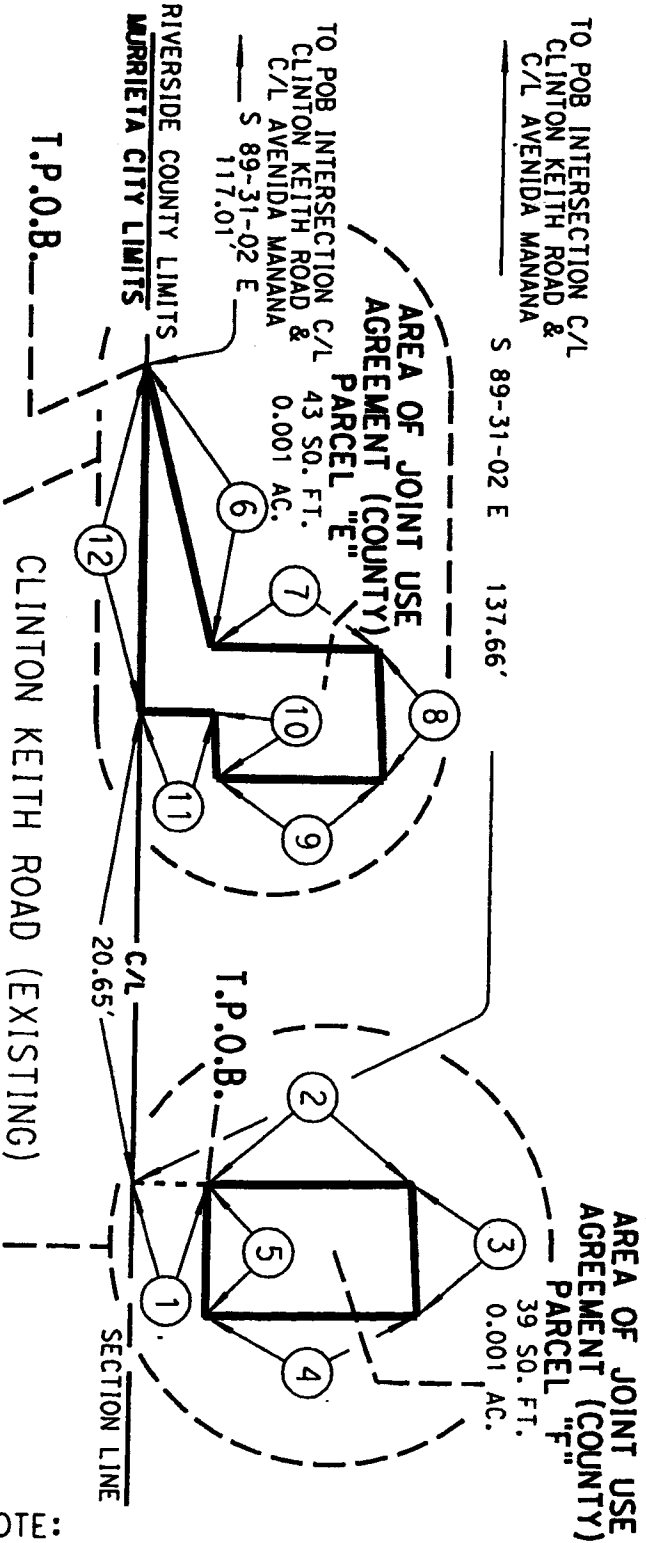
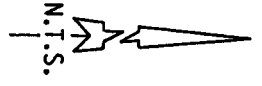


SFR 67268A

UNINCORPORATED RIVERSIDE COUNTY

LINE DATA

- ① N 00-28-58 E - 1.20'
- ② N 00-47-38 W - 7.71'
- ③ N 87-07-25 E - 5.01'
- ④ S 00-43-44 E - 8.01'
- ⑤ N 89-26-09 W - 5.00'
- ⑥ N 87-17-44 E - 18.17'
- ⑦ N 00-01-53 E - 6.30'
- ⑧ N 87-17-44 E - 5.00'
- ⑨ S 00-01-53 W - 6.30'
- ⑩ S 87-17-44 W - 2.48'
- ⑪ S 00-38-27 W - 1.15'
- ⑫ N 89-31-02 W - 20.65'



DETAIL PARCEL "E"

DETAIL PARCEL "F"

SECTION 1

T.7S., R.3W., S.B.M.

CITY OF MURRIETA

EXHIBIT "B"

NOTE:

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.000099080.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PAR. NO.: N/A

PROJECT: CLINTON KEITH ROAD

PREPARED BY: JAL

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.

DATE: NOVEMBER, 2014

W.O. NO.: B2-0472

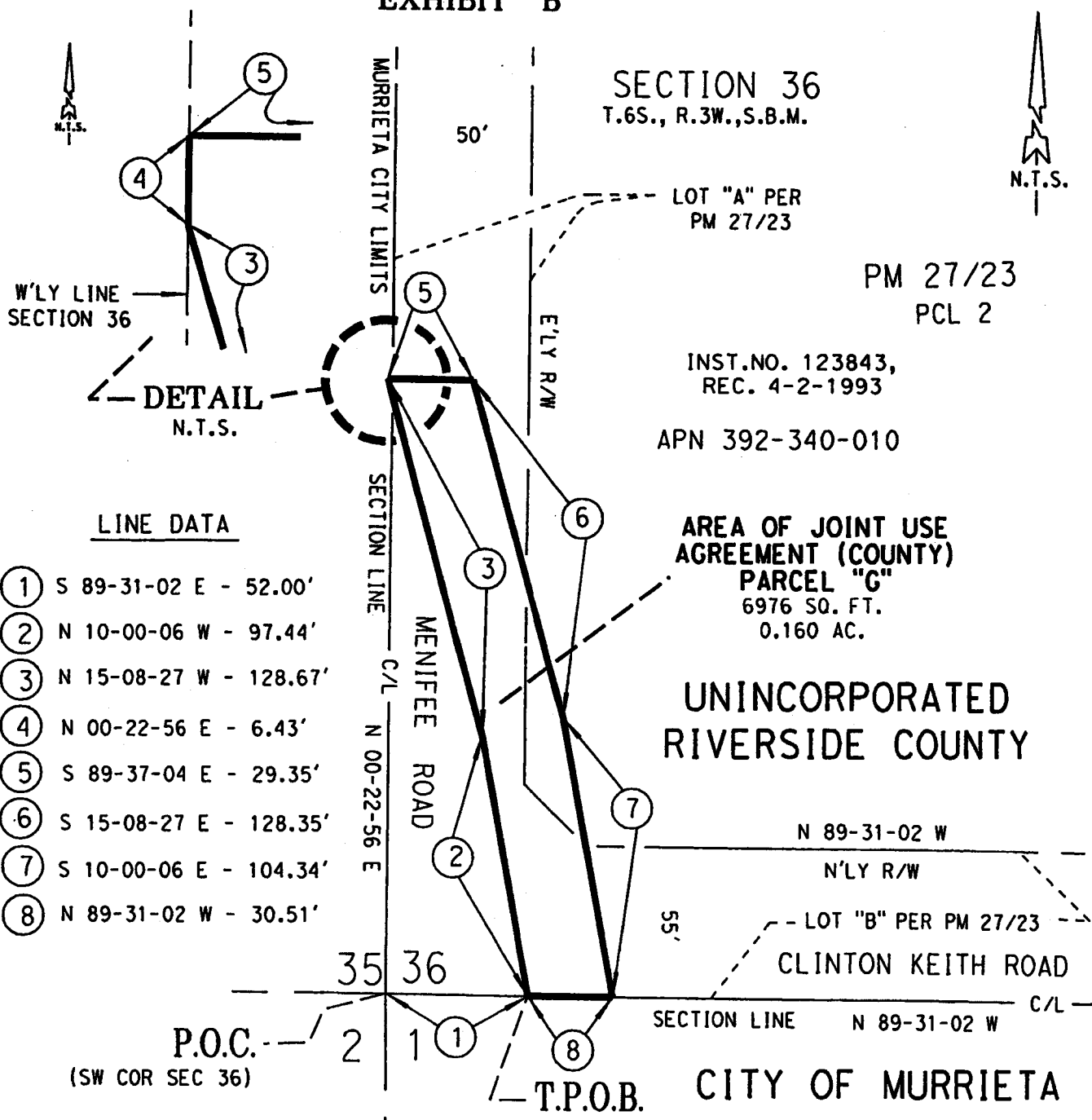
APPROVED BY: *Edward D. Hunt* DATE: 11-13-2014

SHEET 3 OF 4 SHEETS



SEP 67268A

EXHIBIT "B"



SECTION 36
T.6S., R.3W., S.B.M.

LOT "A" PER
PM 27/23

PM 27/23
PCL 2

INST.NO. 123843,
REC. 4-2-1993

APN 392-340-010

AREA OF JOINT USE
AGREEMENT (COUNTY)
PARCEL "C"
6976 SQ. FT.
0.160 AC.

UNINCORPORATED
RIVERSIDE COUNTY

N 89-31-02 W
N'LY R/W

LOT "B" PER PM 27/23
CLINTON KEITH ROAD

SECTION LINE N 89-31-02 W C/L

T.P.O.B. CITY OF MURRIETA

SECTION 1 T.7S., R.3W., S.B.M.

LINE DATA

- ① S 89-31-02 E - 52.00'
- ② N 10-00-06 W - 97.44'
- ③ N 15-08-27 W - 128.67'
- ④ N 00-22-56 E - 6.43'
- ⑤ S 89-37-04 E - 29.35'
- ⑥ S 15-08-27 E - 128.35'
- ⑦ S 10-00-06 E - 104.34'
- ⑧ N 89-31-02 W - 30.51'

NOTE:

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING GRID DISTANCES BY A COMBINATION FACTOR OF 1.000099080.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.:	N/A
PROJECT: CLINTON KEITH ROAD	PREPARED BY:	JAL
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: 11-13-2014	DATE:	NOVEMBER, 2014
	W.O. NO.:	B2-0472
	SHEET:	4 OF 4 SHEET

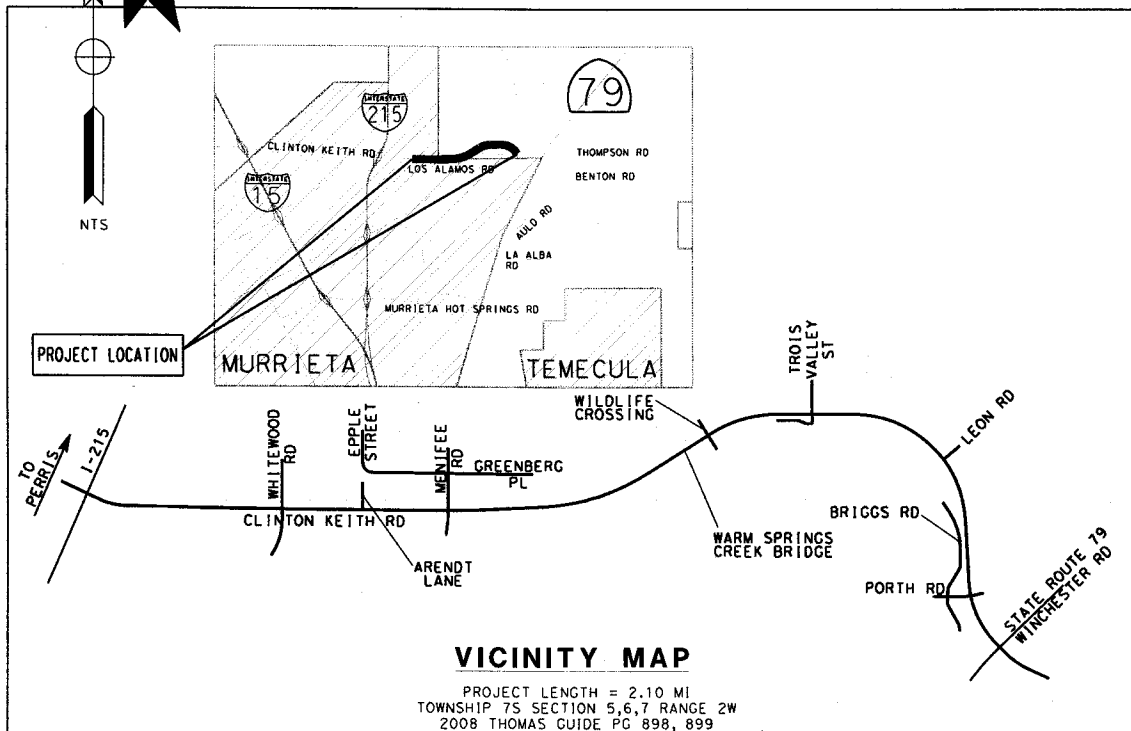
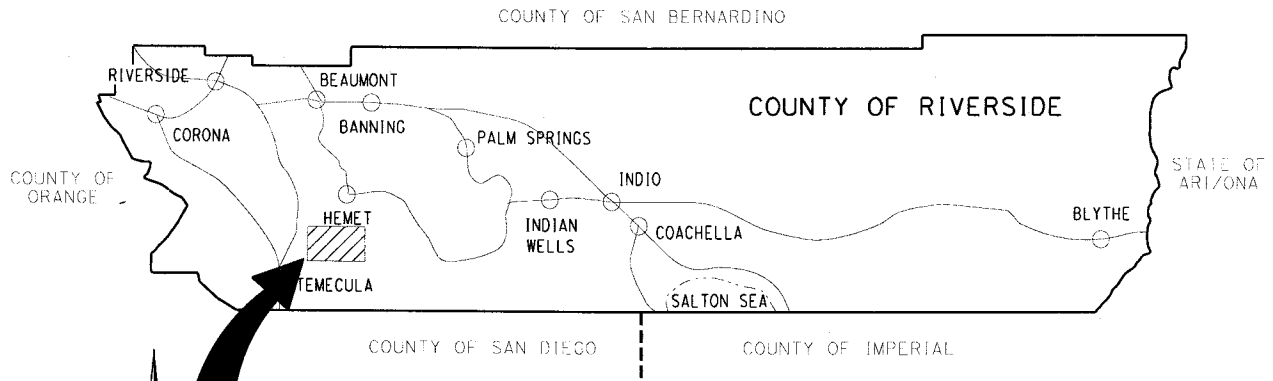
SER 67262A

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

JOINT USE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON
FOR

CLINTON KEITH ROAD CONSTRUCTION PROJECT - PHASE 2

FROM WHITEWOOD ROAD TO LEON ROAD
IN THE CITY OF MURRIETA AND FRENCH VALLEY AREA





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

8/24/15
Date

RP
Initial



NOTICE OF DETERMINATION COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

Supplemental Environmental Impact Report No. 398

SCH# 1995062022

PROJECT NAME: Joint Use Agreement with Southern California Edison for Relocation of Distribution & Transmission Lines for the Clinton Keith Road Extension Project

LOCATION AND DESCRIPTION: The locations subject to the Joint Use Agreement between Edison and the County are located in an unincorporated area of southwest Riverside County, adjacent to the City of Murrieta, along the right of way of Clinton Keith Road between Whitewood Road and Warm Springs Creek. The Agreement provides for joint use of the right of way of Clinton Keith Road for the relocation of electrical power distribution and transmission lines. A Final Environmental Impact Report No. 398 was certified in 2000 for the Clinton Keith Road Extension Project and a Supplemental Environmental Impact Report was approved for the Project in 2006. The Supplemental EIR addressed the relocation of the Edison distribution and transmission lines, and nothing further is required.

1. The Joint Use Agreement will not have a significant effect on the environment.
2. An Environmental Impact Report and a Supplemental Environmental Impact Report were prepared and certified for the Clinton Keith Road Extension Project pursuant to the provisions of CEQA.
3. The Joint Use Agreement was reviewed and it was determined that no new environmental documentation is required because (a) the relocation of the Edison distribution and transmission lines was adequately addressed in the SEIR; (b) all potentially significant effects of the relocation have been avoided or mitigated in conformance with the SEIR; (c) no new environmental effects have been identified; (d) no substantial increase in severity of the environmental effects have been identified as a result of the relocation; (e) no considerably different mitigation measures have been identified; (f) no mitigation measures found infeasible have become feasible. The Joint Use Agreement is an implementing action in furtherance of the Project and is consistent with the characteristics evaluated in the SEIR.
4. Nothing further is required because all potentially significant effects have been adequately addressed in the SEIR.

The Final EIR and SEIR may be examined, along with administrative record, at the Transportation Department, 4080 Lemon Street, 8th fl, Riverside, California 92501.

Russell Williams
Russell Williams

Title Environmental Div. Manager

Date 6/15/15

Juan C. Perez
Juan C. Perez

Title Director of Transportation & Land Management Agency

Date 7/2/15

HEARING BODY OR OFFICER

XX Board of Supervisors
 Planning Commission

ACTION ON PROJECT

X Approval
 Disapproval

Date: 8/18/15

Verify: Karen D. Gaton Title: Board Assistant Date: 8/18/15

For County Clerk Use

**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: Ms Miller

Address: muw, globalhermanynetwork
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Date: _____ **Agenda #** 3-69

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.