

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



ITEM
3.17
(ID # 2381)

MEETING DATE:

Tuesday, December 6, 2016

FROM: Transportation Department and ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Approval of the First Amendment to the Temporary Construction Access Agreement for a Portion of Assessor's Parcel Number 360-390-020 for the Scott Road/Interstate 215 Interchange Project, CEQA Finding of Nothing Further is Required, District 5; [\$71,866] Local Government, City of Menifee - 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Finds that the purchase of a temporary construction easement has been adequately analyzed in an earlier Mitigated Negative Declaration for which Responsible Agency Findings were made by the Board on October 20, 2015, Minute Order 3-12 for the Scott Road/I-215 Interchange Project;
2. Approve the attached First Amendment to the Temporary Construction Access Agreement between the County of Riverside and Wal-mart Stores Inc., a Delaware Corporation, for temporary rights in real property identified as Parcel 21945-2 in favor of the County of Riverside, located within a portion of Assessor's Parcel Number 360-390-020 and authorize the Chairman of the Board to execute this Agreement on behalf of the County;

ACTION: Policy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 71,866	\$ 0	\$ 71,866	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Local Government, City of Menifee-100%			Budget Adjustment: No	
			For Fiscal Year: 2016/17	

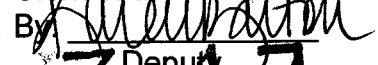
C.E.O. RECOMMENDATION: Approved

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: Benoit
Date: December 6, 2016
xc: EDA, Transp.

Kecia Harper-Ihem
Clerk of the Board

By 
Deputy
3.17

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3. Authorize the Assistant County Executive Officer/Economic Development Agency (EDA) or his designee to execute any other documents and administer all actions necessary to complete the transaction;
4. Authorize and allocate the settlement amount of \$64,866.00 for temporary rights to Parcel 21945-2, located within a portion of Assessor's Parcel Number 360-390-020;
5. Ratify and authorize reimbursement to EDA-Real Estate (RE) in the amount not-to-exceed \$7,000 for due diligence and staff expenses; and
6. Approve the revised total project budget in the amount of \$1,132,126.

BACKGROUND:

Summary

The County, pursuant to certain cooperative agreements, one with the State of California, acting by and through its California Department of Transportation (Caltrans) and one with the City of Menifee and City of Murrieta, is responsible for acquiring right-of-way and property interests on behalf of Caltrans and the City of Menifee for the Scott Road/Interstate 215 (I-215) Interchange Project (Interchange Project) for the purpose of constructing, maintaining and operating state highway and local roadway improvements to improve the traffic flow along Scott Road and for access to and from the freeway in the area of the Scott Road/I-215 Interchange. As part of the Interchange Project, the County of Riverside Transportation Department (Transportation Department) has agreed to acquire the necessary right-of-way and temporary construction rights as well as manage the construction to widen Scott Road from west of Haun Road to east of Antelope Road, replacing the existing Scott Road overcrossing bridge at I-215, reconfiguring the on and off ramps, and adding freeway auxiliary lanes in the Cities of Menifee and Murrieta. The subject properties are outlined in black on the exhibits identified as Attachment 1.

Upon completion of the Interchange Project construction, the City of Menifee will assume all the rights and responsibilities associated with the ownership, operation and maintenance of the road improvements made within the City of Menifee's right-of-way and under its jurisdiction.

Pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), Caltrans adopted a Mitigated Negative Declaration (MND) and made a Categorical Exclusion (CE) Determination under Section 6005 of 23 U.S.C. 327 and approved the Interchange Project on December 2, 2010. An Addendum to the MND was prepared and considered a NEPA/CEQA Re-Validation Conclusion Form was approved on November 29, 2012 by Caltrans.

On October 20, 2015, the Board of Supervisors made Responsible Agency CEQA Findings to provide for County implementation of right of way actions for the Interchange Project. The acquisition of the temporary construction access for APN 360-390-020 is consistent with the MND/CE and the Addendum/Re-Validation and Resolution No. 2015-093, are documented in the Notice of Determination that addresses all acquisition, construction, utility, slope and drainage

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easements required for the project and are actions in furtherance of implementation of the project. No further CEQA document is required for the temporary construction easement.

On October 21, 2014 (MO 3-17) the Board of Supervisors approved the Right of Way Acquisition Agreement and Temporary Construction Access Agreement between the County of Riverside and Wal-mart Stores Inc., a Delaware Corporation (Wal-mart).

The term of the temporary rights for Wal-mart will expire on December 8, 2017 and the EDA-RE Division has negotiated an amendment to extend the term of the temporary rights for an additional two years for a price of \$64,866.00, located within a portion of Assessor's Parcel Number 360-390-020 (previously Assessor's Parcel Number 360-390-016). There are not-to-exceed costs of \$7,000 associated with this transaction. Of the total project budget of \$1,132,126, \$1,060,260 has previously been approved on October 21, 2014 (MO 3-17).

Construction is expected to commence in mid-2017.

The Form 11 and First Amendment of the Temporary Construction Access Agreement have been approved as to legal form by County Counsel.

Impact on Citizens and Businesses

The Project will improve traffic flow along Scott Road between Haun and Antelope Road as well as the on-ramps and off-ramps operating more efficiently and improving traffic flow on the freeway in the area of the Scott Road/I-215 Interchange. Congestion and travel times will be reduced, thus, improving the quality of life and enhancing safety for the area residents and business owners.

SUPPLEMENTAL:

Additional Fiscal Information

The column entitled "current" in the following table summarizes the funding necessary for the temporary access of a portion of APNs 360-390-020.

	Current	Minute Order 3.17 10/21/2014
Right of Way Acquisition	N/A	\$ 963,594
Settlement Price of the First Amendment of the Temporary Construction Access Agreement for Parcel 21945-2, located within a portion of APN: 360-390-020 (previous APN 360-390-016)	\$ 64,866	N/A
Settlement Price of the Temporary Construction Access Agreement for Parcel 21945-2, located within a portion of APN: 360-390-016 (new APN: 360-390-020)	N/A	64,866
Preliminary Title Report	N/A	800
Estimated Title and Escrow Charges	1,000	3,500

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County Appraisals	N/A	11,500
EDA Real Property Staff Time	6,000	16,000
Total Estimated Acquisition Costs (Not-to-Exceed)	\$ 71,866	\$ 1,060,260 Previously Expended
Total Cost		\$1,132,126

The transaction costs in the amount of \$71,866 included staff time to allow for the negotiation process as well as coordination and preparation of necessary documents to complete the current transaction.

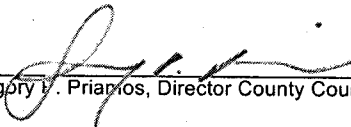
All costs associated with the temporary rights of this property under the column entitled "current" are fully funded by the City of Menifee. No net County costs will be incurred as a result of this transaction. These charges are estimated only and only actual amounts will be charged to the Project.

Attachments:

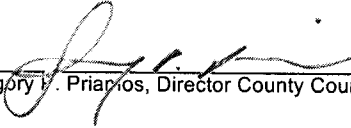
Attachment 1 – Property Map

First Amendment of the Temporary Construction Access Agreement – Parcel 21945-2

RF:JCP:PR:JVW:VC:VY:SV:CAO:ra 244TR 18.387 13352 S:\Real Property\TYPING\Docs-18.000 to 18.499\18.387.doc
Transportation Work Order No. B3-0689
Minute Traq 2381



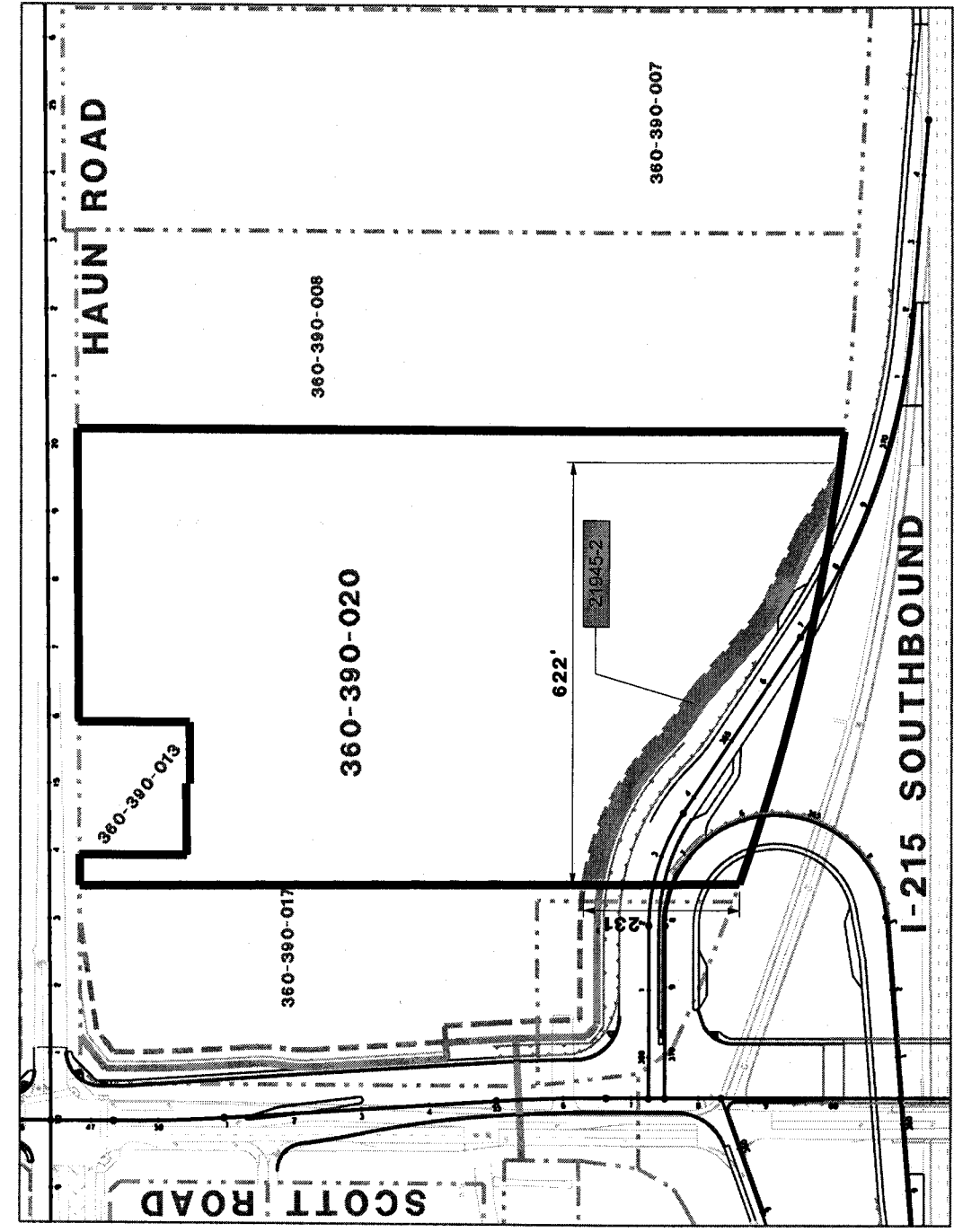
Gregory L. Priamos, Director County Counsel 10/17/2016



Gregory L. Priamos, Director County Counsel 10/17/2016



Ronini Dasika 11/28/2016



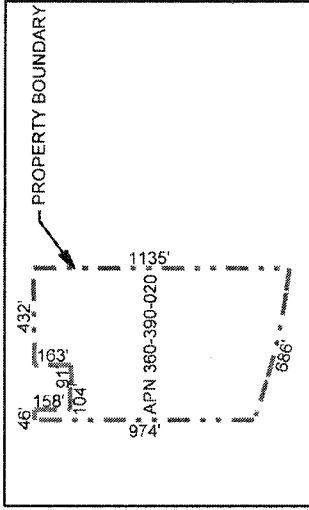
PROPERTY IMPACTS:

APN 360-390-020
Walmart Stores Inc.

AREA TO BE ACQUIRED	
TEMPORARY CONSTRUCTION EASEMENT	17,557 sf (0.403 ac)
Parcel # 21945-2	
	17,557 sf (0.403 ac)

LEGEND:

- EXISTING PARCEL APN 360-390-020
- EXISTING RIGHT-OF-WAY/ PROPERTY BOUNDARY
- PROPOSED RIGHT-OF-WAY/ PROPERTY BOUNDARY
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED ROADWAY
- TEMPORARY CONSTRUCTION EASEMENT AREA
- CUT / FILL



PROPERTY DETAIL
 NOT TO SCALE



NO SCALE

DE DOKKEN
 ENGINEERING
 TWO BETTER WORLD CIRCLE
 SUITE 120
 TEMECULA, CA 92590 (951) 505-8895

I-215/ SCOTT ROAD
INTERCHANGE MODIFICATION
 SEPTEMBER 2016

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

WAL-MART STORES INC., a Delaware Corporation, ("Grantor")

PROJECT: I-215 / Scott Road Interchange Project

PARCEL: 21945-2

APN: 360-390-020 (PORTION)

**FIRST AMENDMENT TO THE TEMPORARY CONSTRUCTION ACCESS
AGREEMENT**

This First Amendment to the Temporary Construction Access Agreement ("First Amendment"), dated as of December 6, 2016, is entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), and WAL-MART STORES, INC., a Delaware Corporation ("Grantor"), sometimes collectively referred to as the "Parties."

A. County and Grantor have entered into that certain Temporary Construction Access Agreement, which effective date was at the close of escrow, dated December 8, 2015, (the "Original Agreement") pursuant to which Grantor granted a temporary non-exclusive easement to be used for the off-ramp reconfiguration construction and for all purposes necessary to facilitate and accomplish the construction of I-215 / Scott Road Interchange Project ("Project"), in, on, and along the real property situated in the City of Menifee, County of Riverside, State of California, identified as a portion of Assessor's Parcel Number 360-390-020 (formerly known as Assessor's Parcel Number 360-360-016), referenced as Parcel No. 21945-2, as more particularly described in the Original Agreement.

1 B. The Original Agreement together with this First Amendment are collectively
2 referred to herein as the "Agreement."

3
4 C. The Parties now desire to amend the term of the Agreement as set forth herein.
5

6 NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt and
7 adequacy of which are hereby acknowledged, the Parties agree as follows:
8
9

10 1. COMPENSATION: Section 3 of the Original Agreement is amended as follows:
11 In addition to the original compensation paid to Grantor under Section 3 of the Original
12 Agreement, as additional consideration for the adjustment of the term (as described in
13 Paragraph 2 below), County shall pay Grantor an additional sum of Sixty-Four
14 Thousand Eight Hundred Sixty-Six and No/100 Dollars (\$64,866.00) within thirty (30)
15 days after the date of this First Amendment. During the term, as adjusted, the County
16 shall have a temporary right to enter upon and use the TCE Area of Grantor's property,
17 under the same terms and conditions set forth in the Original Agreement (as amended
18 by this First Amendment).
19

20 2. NOTICE TO GRANTOR; TERM: Section 4 of the Original Agreement is
21 amended as follows: County shall provide a thirty (30) day written notice to Grantor
22 prior to the start of construction. Notwithstanding anything to the contrary in the
23 Original Agreement, the Parties hereby agree that (1) the term of the Agreement shall
24 run through and including December 7, 2019, (2) the County may exercise the rights
25 set forth in the Agreement until December 7, 2019, (3) the term of the Agreement shall
26 automatically expire on December 7, 2019 without any further actions by the Parties,
27 and (4) the expiration of the term shall not relieve County of its obligations under
28 Sections 5, 6 and 7 of the Agreement (to avoid damage to the TCE Area, remove

1 debris, grade and leave the TCE Area in a neat condition, and hold harmless Grantor
2 against any third-party claims), all of which such obligations shall survive the expiration
3 of the term of the Agreement.

4
5 3. MISCELLANEOUS: Except as amended or modified herein, all the terms of the
6 Original Agreement shall remain in full force and effect and shall apply with the same
7 force and effect. Time is of the essence in this First Amendment and the Agreement
8 and each and all of their respective provisions. Subject to the provisions of the
9 Agreement as to assignment, the agreements, conditions and provisions herein
10 contained shall apply to and bind the heirs, executors, administrators, successors and
11 assigns of the Parties hereto. If any provisions of this First Amendment or the Original
12 Agreement shall be determined to be illegal or unenforceable, such determination shall
13 not affect any other provision of the Agreement and all such other provisions shall
14 remain in full force and effect. The language in all parts of the Agreement shall be
15 construed according to its normal and usual meaning and not strictly for or against
16 either County or Grantor.

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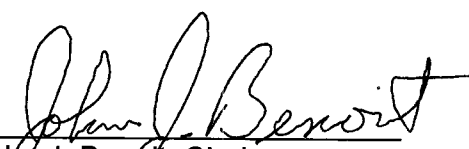
1 4. COUNTERPART: This First Amendment may be signed in counterpart or
2 duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a
3 signed original for all purposes.

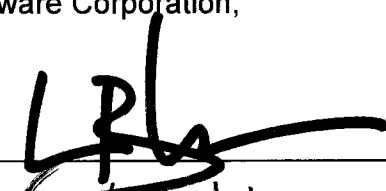
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5 IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the
6 date first written above.

7 Dated: DEC 06 2016

8
9 COUNTY:
10 COUNTY OF RIVERSIDE, a political
11 subdivision of the State of California

GRANTOR:
WAL-MART STORES, INC.,
a Delaware Corporation,

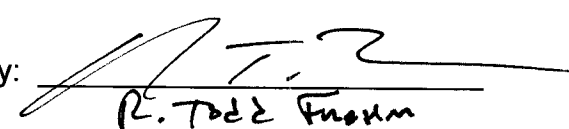
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13 By: 
14 John J. Benoit, Chairman
Board of Supervisors

By: 
Name: L.B. Johnson
Its: V.P. of Real Estate

15
16 ATTEST:
17 Kecia Harper-Ihem
Clerk of the Board

18
19 By: 
20 Deputy

21 APPROVED AS TO FORM:
22 Gregory P. Priamos, County Counsel

23
24 By: 
25 P. Todd Fournier
Deputy County Counsel

26
27
28 CO:jb/051016/244TR/18.219

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