

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



ITEM  
3.8  
(ID # 3374)

**MEETING DATE:**

Tuesday, April 18, 2017

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION  
DEPARTMENT :

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION  
DEPARTMENT: Approval of the Noise Abatement Agreement for Assessor's  
Parcel Number 384-180-025 for the Scott Road/Interstate 215 Interchange  
Project, CEQA Finding of Nothing Further is Required, District 5; [\$20,100] Local  
Government, City of Menifee-100% (Clerk to file Notice of Determination)

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

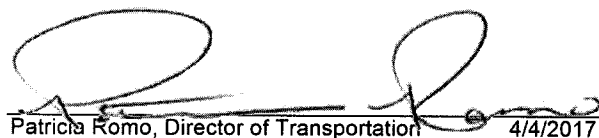
1. Find nothing further is required pursuant to the California Environmental Quality Act (CEQA) because all potentially significant effects have been fully analyzed in an earlier Mitigated Negative Declaration for which Responsible Agency Findings were made by the Board on October 20, 2015, Minute Order 3-12 for the Scott Road/I-215 Interchange Project;
2. Approve the attached Noise Abatement Agreement between the County of Riverside and Randall Scott Brown and Bonnie Brown, Co-Trustees of the Brown Family Revocable Living Trust dated February 23<sup>rd</sup> 2009, for noise abatement in real property located within Assessor's Parcel Number 384-180-025 and authorize the Chairman of the Board to execute this Agreement on behalf of the County;

**ACTION:** Policy



Robert Field, Assistant County Executive Officer/EDA

1/17/2017



Patricia Romo, Director of Transportation

4/4/2017

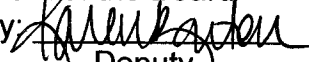
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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington and Ashley  
Nays: None  
Absent: None  
Date: April 18, 2017  
xc: EDA, Recorder

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

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

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

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 \$9,200 for noise abatement located within Assessor's Parcel Number 384-180-025;
5. Allocate the sum of \$3,000, which includes contingencies for any unforeseen and reasonable increases for the noise mitigation costs;
5. Ratify and authorize reimbursement to EDA-Real Estate (RE) in the amount not-to-exceed \$7,900 for due diligence and staff expenses; and
6. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five days of approval by the Board.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 20,100	\$ 0	\$20,100	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: Local Government, City of Menifee-100%</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 2016/17</b>	

**C.E.O. RECOMMENDATION:** Approve

**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

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

lanes in the Cities of Menifee and Murrieta. The subject property is outlined in black on the exhibit 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 and a NEPA/CEQA Re-Validation Conclusion Form was approved on November 29, 2012 by Caltrans. The Transportation Department is a responsible agency under CEQA for the Interchange Project, based on Resolution 2015-093.

The Environmental Commitments Record/Mitigation Monitoring Reporting Plan (ECR/MMRP) implements the measures required by the Interchange Project's MND/CE. The ECR/MMRP requires noise abatement for the subject property, which is being addressed through the Noise Abatement Agreement. The Agreement is an implementing action in furtherance of the Interchange Project, and nothing further is required because all potentially significant effects have been adequately addressed in the MND/CE. This determination is documented in the attached Notice of Determination.

EDA-RE Division has negotiated noise abatement for the price of \$9,200 for the replacement of windows and an air conditioning unit within Assessor's Parcel Number 384-180-025. This is also a contingency price of \$3,000, if needed. There are not-to-exceed costs of \$7,900 associated with this transaction.

Construction is expected to commence in mid-2017.

The Form 11 and Noise Abatement 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**

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

The following summarizes the funding necessary for the noise abatement within APN 384-180-025:

Settlement Price of the Noise Abatement located within APN: 384-180-025	\$9,200
Contingency	3,000
Preliminary Title Report	400
EDA Real Property and County Counsel Staff Time	7,500
<b>Total Estimated Acquisition Costs (Not-to-Exceed)</b>	<b>\$20,100</b>

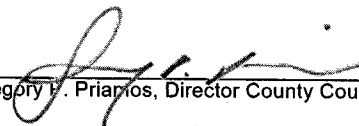
The transaction costs in the amount of \$7,900 included staff time to allow for the negotiation process as well as coordination and preparation of necessary documents to complete the current transaction.

All costs associated with the noise abatement of this property 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
- Noise Abatement Agreement
- Notice of Determination

RF:PR:JWW:VC:VY:SV:ra 244TR 18.511 13417  
MinuteTraq 3374  
Transportation Work Order No. B3-0689

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel 1/18/2017



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

4/21/17  
Date

VB  
Initial



### NOTICE OF DETERMINATION COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

EA No. 0A0200 (State Project Number)

SCH# 2010061012

PROJECT NAME: Scott Road Interchange at I-215 – Noise Abatement Agreement

DESCRIPTION AND LOCATION: The County of Riverside (County) proposes to enter into a Noise Abatement Agreement for a property located at 33315 Highway 215 South, Menifee, CA, 92584, Assessor's Parcel Number 384-180-025, for the Scott Road Interchange at I-215 Project (Project), which is located within State right of way and the Cities of Menifee and Murrieta. The Project is a proposed modification of the existing interchange. The Noise Abatement Agreement for a property within the City of Menifee implements the Environmental Commitments Record/Mitigation Monitoring Reporting Plan, which requires noise abatement as described in the Noise Abatement Decision Report and the Noise Study Report, which are a part of the Supplemental Project Report and the Mitigated Negative Declaration (MND) and Categorical Exclusion (CE) prepared by Caltrans for the Project. The Noise Abatement Agreement is an implementing action in furtherance of the Project and nothing further is required.

On December 2, 2010, Caltrans, as lead agency, adopted a MND under CEQA and a CE under NEPA for the Project. On November 29, 2012, Caltrans issued a NEPA/CEQA Revalidation/Addendum for minor additions to the Project. The documents may be examined, along with the administrative record, at the Transportation Department, 3525 14<sup>th</sup> Street, Riverside, CA, 92501.

1. The Project will not have a significant effect on the environment.
2. A Mitigated Negative Declaration was prepared for this Project pursuant to the provisions of CEQA.
3. A Categorical Exclusion was prepared for this Project pursuant to the provisions of NEPA.
4. An Environmental Commitments Record/Mitigation Monitoring Reporting Plan was adopted.
5. The County is a responsible agency under CEQA for the Project per Resolution 2015-093.
6. The County finds that the Noise Abatement Agreement is required by the Environmental Commitments Record/Mitigation Monitoring Reporting Plan.
7. The Noise Abatement Agreement is an implementing action in furtherance of the Scott Road Interchange at I-215 Project and is consistent with the characteristics evaluated in the documents.
8. Nothing further is required because all potentially significant effects have been fully addressed in the documents.

Russell Williams Title Environmental Manager Date 10/31/16  
 Russell Williams

Patricia Romo Title Director of Transportation Date 4-4-17  
 Patricia Romo

**HEARING BODY OR OFFICER**

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

**ACTION ON PROJECT**

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

Date: 4/18/17

*Kellie Dayton*

Board Assistant

4/13/17

Verifying:

Title:

Date:

**For County Clerk Use**

Recorded at request of and return to:  
Economic Development Agency  
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)

CAO:ra/081716/244TR/18.371

(Space above this line reserved for Recorder's use)

### NOISE ABATEMENT AGREEMENT

This Noise Abatement Agreement ("Agreement") is made this 18<sup>th</sup> day of April 2017 by and between the County of Riverside, a political subdivision of the State of California ("County") and RANDALL SCOTT BROWN AND BONNIE BROWN, Co-Trustees of the Brown Family Revocable Living Trust dated February 23<sup>rd</sup>, 2009 ("Owner") who agree as follows:

1. Owner's property located at 33315 Highway 215 South, Menifee, CA 92584 and identified by Riverside County Assessor's Parcel No. 384-180-025 has been determined to be eligible for noise abatement relating to the "Scott Road/Interstate 215 Interchange Project," a public street, highway, and transportation improvement project in proximity to the subject property. The County agrees to provide, and Owner agrees to accept the sum of (Nine Thousand Two Hundred Dollars) (\$9,200) as sufficient and full compensation for the purchase and installation of noise abatement improvements, including but not limited to a Mini Split Portable AC Window Unit and 5 Retrofit Standard Z-bar Windows. Said compensation shall satisfy, release, and otherwise extinguish all Owner claims and all alleged impacts, burdens, and damages of Owner, whether past, present or future, for noise and/or noise-related incidences arising out of the development, construction, and/or future operation of the Scott Road/Interstate 215 Interchange Project and arising from traffic at the Scott Road/Interstate 215 interchange area
2. Owner's shall retain the contractors and directly compensate the contractors for all costs, fees, and or expenses associated with the purchase and installation of noise abatement improvements described herein. The County shall not be responsible for any payment to the selected contractors that complete the noise abatement improvements. The County shall have no further obligations beyond what is stated in this Agreement.
3. Section 1542 Waiver. Owner expressly releases and waive(s) all of the benefits and rights granted them pursuant to California Civil Code § 1542, which section reads as follows:

APR 18 2017 3.8

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

Owner certifies, through their signature below, that they have read all of the terms of this waiver, including the release and the quoted Civil Code section above, that they fully understand(s) all of the meaning of the statute and the waiver, and that they fully intend to assume the risk of the possibility of existing but as yet unknown claims. Owner hereby expressly agree(s) that this Agreement shall extend and apply to all unknown, unsuspected and unanticipated injuries, claims and damages, as well as those that are now disclosed, related to or arising from the Scott Road/Interstate 215 Interchange Project and traffic at the Scott Road/Interstate 215 interchange area.

**Owner Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

4. It is the intent of County and Owner that this Agreement be binding on Owner's subsequent purchasers, assignees, and successors, including any lender that acquires fee simple title pursuant to a foreclosure of the subject property, and that the provisions of this Agreement be construed as covenants running with the land. To facilitate this intent, the Noise Abatement Agreement will be recorded.
5. Owner (and all subsequent purchasers, assignees, and successors, as appropriate) will defend, indemnify and hold harmless County from any and all claims, suits or actions including, but not limited to, personal injury, property damage, labor or mechanics liens, cost overruns, or workman's compensation actions, arising out of Owner's construction of any noise abatement improvements.
6. Owner agrees, declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned and that this Agreement contains the entire agreement between the parties hereto, and that the terms of this Agreement are contractual and not a mere recital.
7. Owner agrees that any noise abatement improvements made as a result of this Agreement shall be the sole property of the Owner and that the Owner shall be solely responsible for maintenance and repair of such, at Owner's sole and separate cost.
8. Owner agrees and understands that County will fund noise abatement only and in the amount stated above, and that any quality upgrades,



betterments, remodeling or code upgrades are the sole responsibility of the Owner, at Owner's sole and separate cost.

9. County will deposit into Escrow an amount of Three Thousand Dollars (\$3,000) which represents contingencies in the event there are increases to the compensation of the Noise Abatement Improvements in Paragraph 1 of the Agreement (Contingency Fund). The County will authorize the release of funds upon documented unforeseen items and reasonable increases approved by the County from the Contingency Fund. The Escrow Holder will retain all funds deposited into Escrow until instructed to release such funds. The Escrow Holder will refund any funds not needed, expended or remaining in Escrow, including, but not limited to, the Contingency Fund and any accrued interest, to County after all matters are settled and paid in accordance with this Agreement.

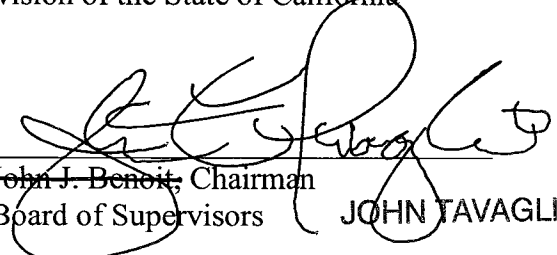
The legal description of the property affected by this Agreement is attached as Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Noise Abatement Agreement the day and year first above written.

Dated: APR 18 2017

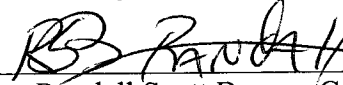
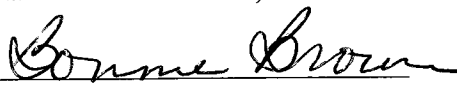
**COUNTY:**

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

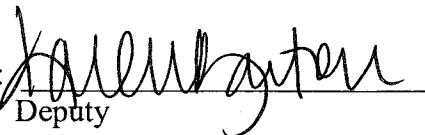
By:   
John J. Benoit, Chairman  
Board of Supervisors      **JOHN TAVAGLIONE**

**OWNER:**


RANDALL SCOTT BROWN AND BONNIE BROWN, Co-Trustees of the Brown Family Revocable Living Trust dated February 23<sup>rd</sup>, 2009

By:   
Randall Scott Brown, Co-Trustee  
By:   
Bonnie Brown, Co-Trustee

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

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

By:   
R. Todd Frazier  
Deputy County Counsel

ACKNOWLEDGMENT

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.

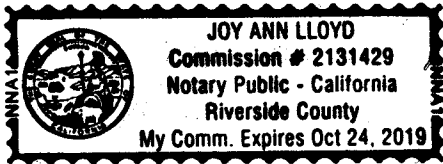
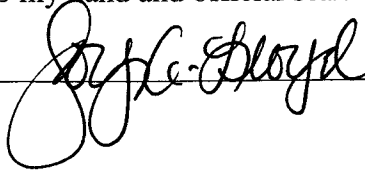
STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE )

On SEPTEMBER 14, 2016 before me, JOY A. LLOYD, a Notary Public, personally appeared RANDALL SCOTT BROWN AND BONNIE BROWN, 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



Place Notary Seal Above

## EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

### PARCEL A:

Parcel 1 of Parcel Map No. 7282, in the City of Menifee, County of Riverside, State of California, as shown by Map on file in Book 42, Page 77 of Parcel Maps, in the Office of the County Recorder of said County.

*Assessor's Parcel No: 384-180-025*

### PARCEL B:

That portion of Parcel 6, as shown on Record of Survey Map, in the City of Menifee, County of Riverside, State of California, as shown by Map on file in Book 21, Page 33 of Records of Survey, in the Office of the County Recorder of said County, described as follows:

Beginning at the southwesterly corner of that parcel of land conveyed to the State of California, by deed recorded September 24, 1971 as Instrument No. 1971-108414 of Official Records of Riverside County, California;

Thence along the westerly line of said State of California parcel, the following two (2) courses: (1) North 00° 21' 27" East, 43.47 feet; (2) North 01° 20' 19" West, 46.62 feet to the northerly line of said parcel; Thence along said northerly line South 89° 35' 46" East, 31.08 feet; Thence South 00° 44' 30" East, 90.07 feet to the southerly line of said Parcel 6;

Thence along said southerly line, North 89° 36' 00" West, 31.43 feet to the Point of Beginning.

### PARCEL C:

A Non-Exclusive Road Easement, upon, over and across the following described property:

Those portions of Parcels 4, 5, 6 and 8 as shown on Record of Survey Map, in the City of Menifee, County of Riverside, State of California, as shown by Map on file in Book 21, Page 33 of Records of Survey, in the Office of the County Recorder of said County, described as follows:

Beginning at the northwest corner of that certain parcel of land conveyed to the State of California, by deed recorded September 24, 1971 as Instrument No. 1971-108414 of Official Records of Riverside County, California;

Thence along the northerly prolongation of the westerly line of said parcel, North  $01^{\circ} 20' 19''$  West, 432.07 feet to the beginning of a tangent curve concave southwesterly and having a radius of 60.00 feet; Thence northerly, northwesterly and westerly along said curve through a central angle of  $88^{\circ} 15' 17''$ , an arc distance of 92.42 feet to the southerly line of said Parcel 4;

Thence along the southerly line of said Parcels 4 and 8, North  $89^{\circ} 35' 36''$  West, 471.53 feet to an intersection with a line that is parallel with and 30.00 feet easterly of the westerly line of said Parcel 8;

Thence along said parallel line, North  $00^{\circ} 24' 00''$  East, 79.99 feet to a point of cusp, said point being the beginning of a tangent curve concave northeasterly and having a radius of 50.00 feet;

Thence southerly, southeasterly and easterly along said curve through a central angle of  $89^{\circ} 59' 36''$  an arc distance of 78.53 feet to an intersection with a line that is parallel with and 30.00 feet northerly of said southerly line of said Parcels 4 and 8;

Thence along last said parallel line South  $89^{\circ} 35' 36''$  East, 434.71 feet to the beginning of a tangent curve concave southwesterly and having a radius of 80.00 feet;

Thence easterly, southeasterly and southerly along said curve through a central angle of  $86^{\circ} 37' 22''$  an arc distance of 120.95 feet to the beginning of a compound curve concave westerly and having a radius of 3,000.00 feet;

Thence southerly along said compound curve from a tangent bearing of South  $02^{\circ} 58' 14''$  East, through a central angle of  $02^{\circ} 13' 44''$  an arc distance of 116.70 feet;

Thence South  $00^{\circ} 44' 30''$  East, a distance of 328.22 feet;

Thence North  $89^{\circ} 35' 46''$  West, a distance of 31.08 feet to the Point of Beginning.