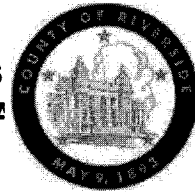


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.13
(ID # 6005)

MEETING DATE:

Tuesday, February 6, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION LAND
MANAGEMENT AGENCY -TRANSPORTATION DEPARTMENT :

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION LAND
MANAGEMENT AGENCY -TRANSPORTATION DEPARTMENT: Approval of
Temporary Construction Access Agreement for a Portion of Assessor's Parcel Number
160-030-070 for the Limonite Avenue/Interstate 15 Interchange Project in the City of
Eastvale, CEQA Finding of Nothing Further is Required, District 2; [Total Cost -
\$54,548, Mira Loma Road and Bridge Benefits District-100% (Clerk to File Notice of
Determination)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required for the acquisition of the temporary construction easement interest by the County as it has been adequately analyzed in the Final Initial Study with Mitigated Negative Declaration for Environmental Assessment No. OE150 and Mitigation Monitoring and Report Program Findings, adopted by the Board on June 21, 2016 for the Limonite Avenue/Interstate 15 Project; and
2. Approve the attached Temporary Construction Access Agreement between the County of Riverside and Eastvale Gateway II, LLC, a Delaware limited liability company, for a non-exclusive temporary right in real property identified as Parcel 0393-007A, located within a portion of Assessor's Parcel Number 160-030-070 and authorize the Chairman of the Board to execute the agreement on behalf of the County; and

ACTION: Policy

Robert Field, Assistant County Executive Officer/EDA

12/27/2017

Patricia Romo, Director of Transportation

1/24/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: February 6, 2018
xc: EDA, Transp., 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 this transaction; and
4. Authorize and allocate the amount of \$35,973 for the temporary right to Parcel 0393-007A located within a portion of Assessor's Parcel Number: 160-030-070; and
5. Ratify and authorize reimbursement to EDA-Real Estate (RE) in the amount not-to-exceed \$18,575 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 the approval by the Board.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 54,548	\$ 0	\$ 54,548	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Mira Loma Road and Bridge Benefit District-100%			Budget Adjustment:	No
			For Fiscal Year:	2017/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Transportation Department proposes to reconstruct, realign, and widen the existing Interstate 15/Limonite Avenue Interchange to reduce operational deficiencies and improve traffic operations. See Exhibit A for Vicinity Map.

The existing Limonite Avenue at Interstate 15 (I-15) freeway interchange is currently a diamond-style interchange. The project would widen the existing northbound and southbound on and off ramps, widen Limonite Avenue to three lanes in each direction through the interchange area, and replace the existing Limonite Avenue Overcrossing structure, as well as construct loop on ramps in the southeast and northeastern quadrant (partial cloverleaf). The project will improve the operational performance of the Limonite Avenue interchange, to address current and future traffic demand. See Exhibit B for Project Map.

On January 29, 2013, the Board approved MO 3-47, Cooperative Agreement between the County of Riverside, the City of Eastvale, and the City of Jurupa Valley to complete the development of the environmental, design, and right-of-way acquisition phases of the Limonite Avenue/I-15 Interchange Project.

On June 21, 2016, the Board approved MO 3-71 and adopted a final Initial Study with Mitigated Negative Declaration and approved the Interstate 15/Limonite Interchange Improvements.

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

On July 3, 2016, the California Department of Transportation (Caltrans), the National Environmental Policy Act (NEPA) Lead Agency, made a NEPA Categorical Exclusion Determination under Section 6005 of 23 U.S.C. 327, based on an examination of the Project and supporting information.

The Economic Development Agency-Real Estate Division has negotiated the acquisition of a non-exclusive temporary right within a portion of Assessor's Parcel Number 160-030-070 from Eastvale Gateway II, LLC for the price of \$35,973. There are costs of \$18,575 associated with this transaction.

The Temporary Construction Access Agreement has been reviewed and approved by County Counsel as to legal form.

Impact on Citizens and Businesses

The proposed Limonite Avenue/Interstate 15 Interchange will reduce traffic congestion and improve overall traffic flow within the interchange and on the I-15 corridor for the current and future residents and businesses within the project region.

SUPPLEMENTAL:

Additional Fiscal Information

The following summarizes the funding necessary for the non-exclusive temporary right of a portion of Assessor's Parcel Number 160-030-070

Temporary Construction Access Agreement identified as Parcel No. 0393-007A, located within a portion of APN: 160-030-070	\$35,973
Preliminary Title Report	450
Estimated Title and Escrow Charges	0
County Appraisal Costs	8,125
EDA Real Property Staff Time	10,000
Total Estimated Acquisition Costs (Not-to-Exceed)	\$54,548

The transaction costs in the amount of \$18,575 included staff time to allow for the negotiation process as well as coordination and preparation of necessary documents to complete the transaction.

All costs associated with the temporary right to the portion of the property is fully funded by the Mira Loma Road and Bridge Benefit District. 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:

- Exhibit A - Vicinity Map
- Exhibit B - Project Map
- Exhibit C - Property Map
- Notice of Determination
- (3) Temporary Construction Access Agreements for Parcel 0393-007A

RF:HM:PR:VC:VY:SV:mc 253TR 19.407 13737
Transportation Work Order No.A3-0393
Minute Traq ID 6005

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


Rahni Daria, Principal Management Analyst 1/29/2018


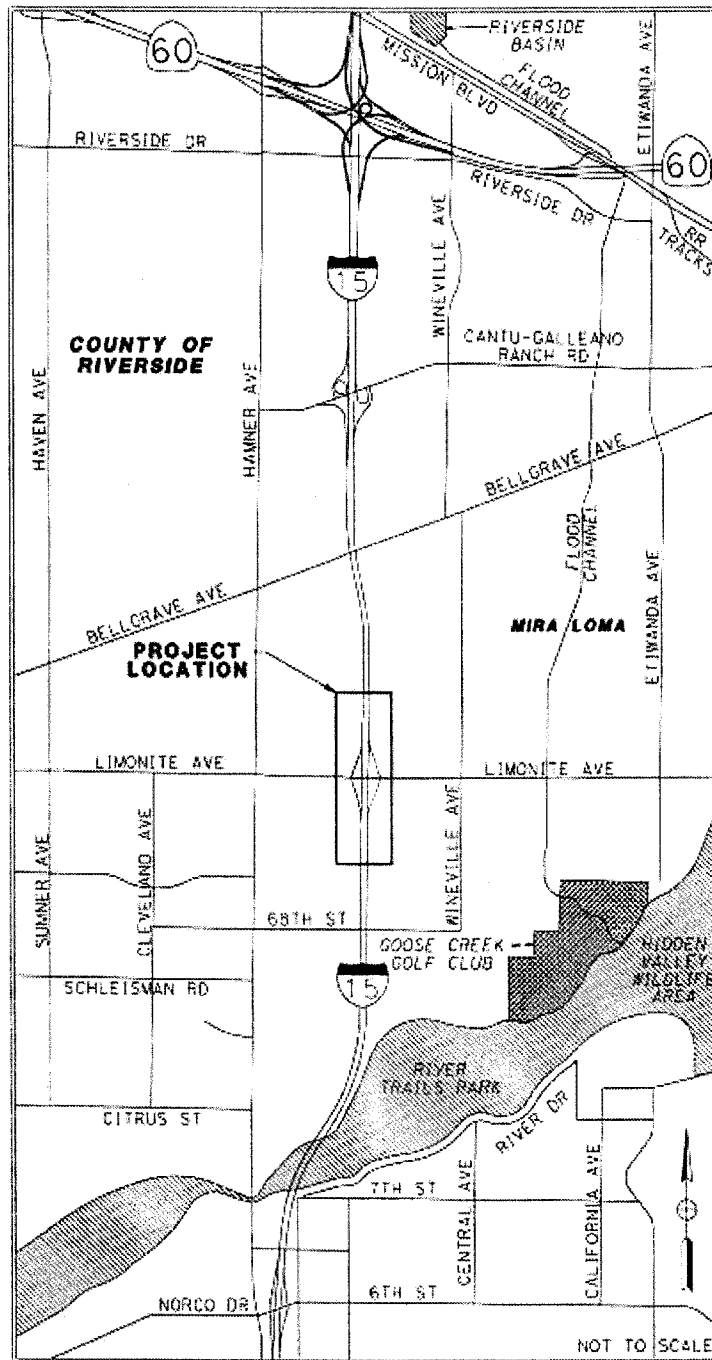

Gregory V. Priamos, Director County Counsel 12/28/2017

Exhibit A

Vicinity Map



**In RIVERSIDE COUNTY in the CITIES of EASTVALE and JURUPA VALLEY
on INTERSTATE 15 FROM 1.5 MILES SOUTH OF LIMONITE AVENUE to
1.5 MILES NORTH OF LIMONITE AVENUE**

Exhibit B - Project Map

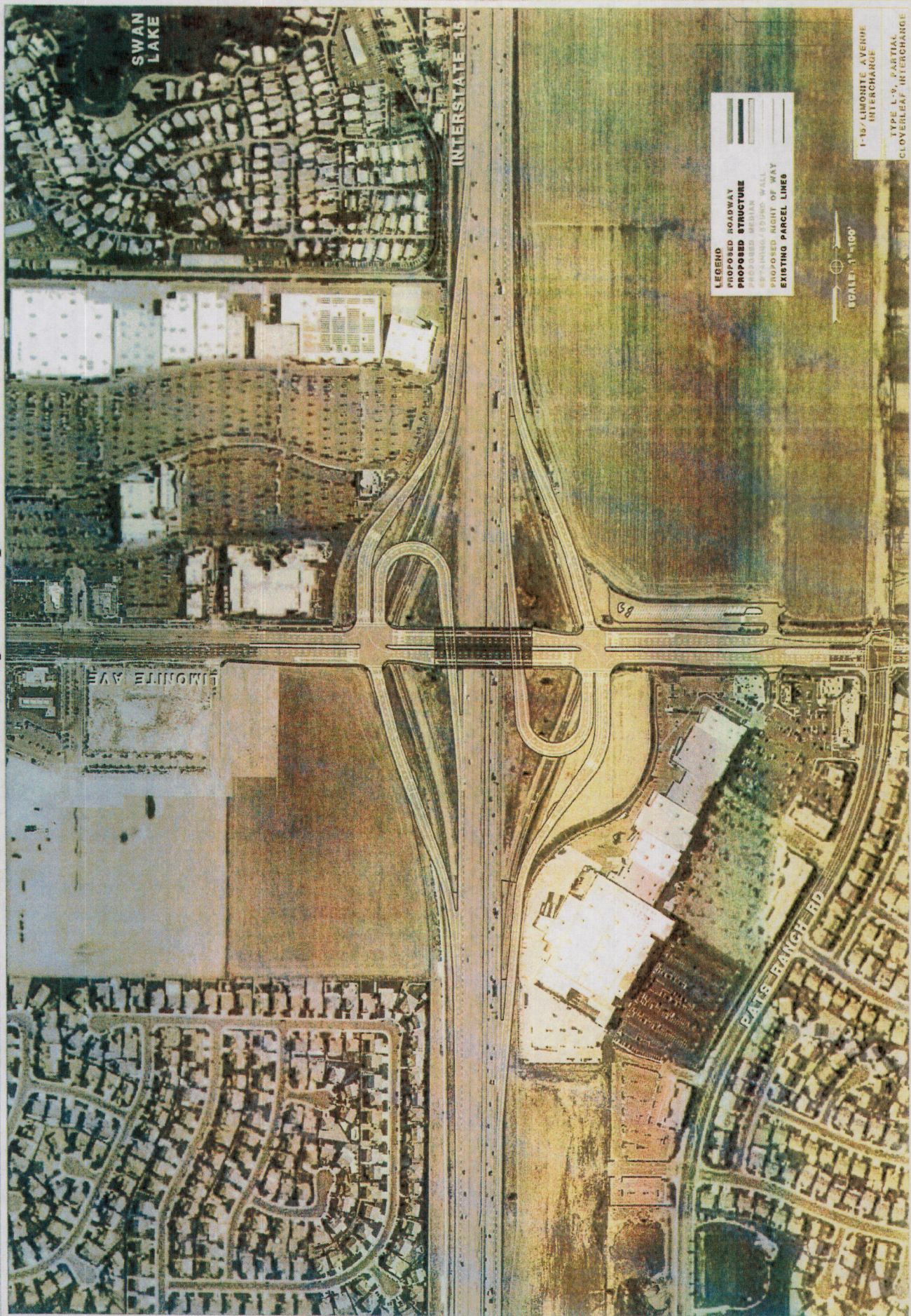
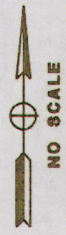
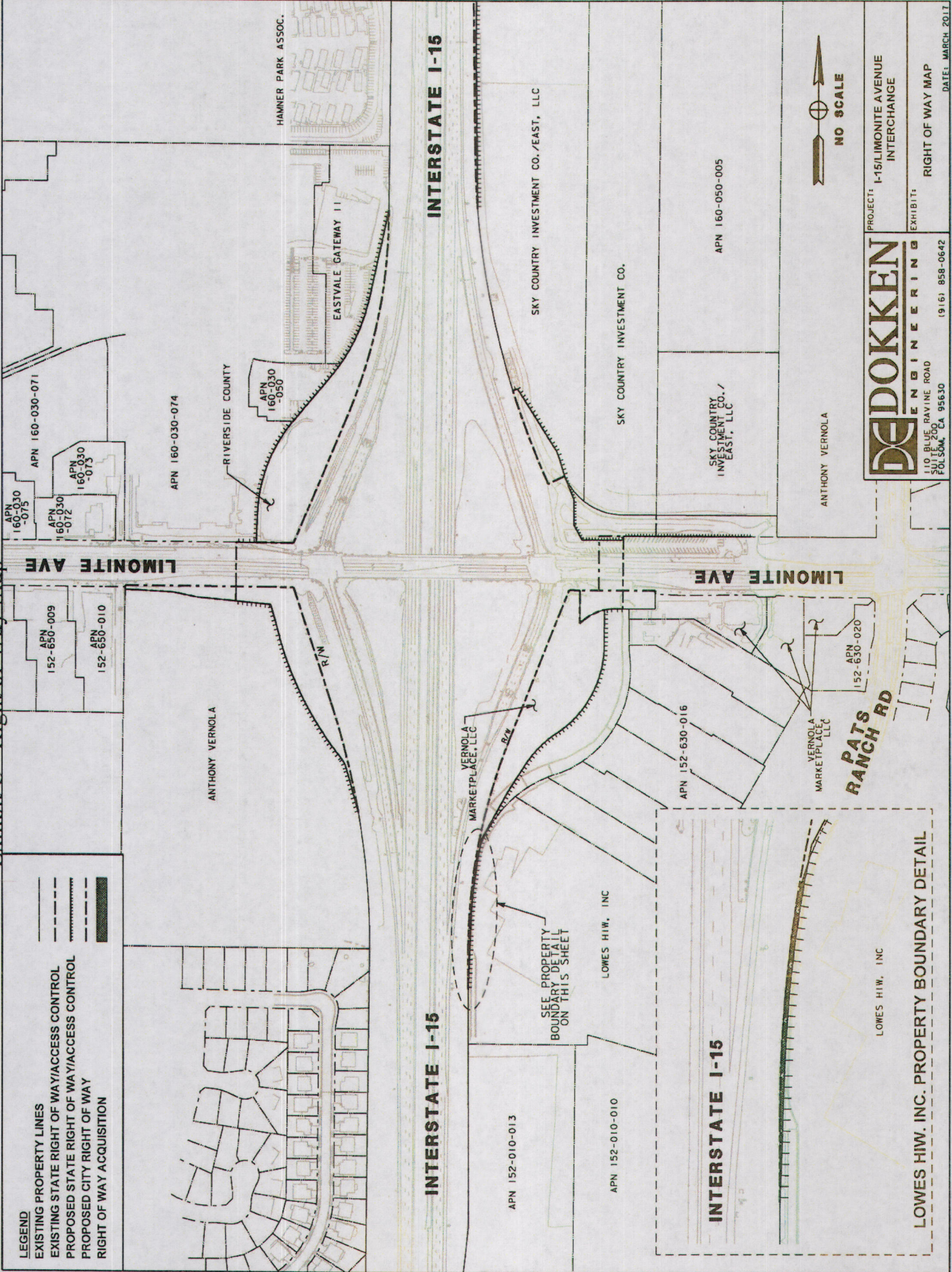


Exhibit C - Right of Way Map

- LEGEND**
- EXISTING PROPERTY LINES
 - - - EXISTING STATE RIGHT OF WAY/ACCESS CONTROL
 - · - · - PROPOSED STATE RIGHT OF WAY/ACCESS CONTROL
 - · - · - PROPOSED CITY RIGHT OF WAY
 - █ RIGHT OF WAY ACQUISITION



DE DOKKEN
ENGINEERING

PROJECT: I-15/LIMONITE AVENUE INTERCHANGE
EXHIBIT: RIGHT OF WAY MAP

ANTHONY VERNOLA
110 BLUE RAVINE ROAD
SUITE 200
FOLSOM, CA 95630
(916) 858-0642

DATE: MARCH 2017



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

NOTICE OF DETERMINATION
 COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT
 Date: 2/7/18 Initial: KR



EA: 0E150

SCH#2015071051

PROJECT NAME: Right-of-Way Fee Acquisition, Temporary Construction Easements, Access Control and various Easement Agreements for Interstate 15/Limonite Avenue Interchange Improvement Project.

DESCRIPTION AND LOCATION: The County of Riverside (County) proposes to enter into a right-of-way fee acquisition, temporary construction easement, access control, and various easement agreements for all or a portion of several parcels for the Interstate 15/Limonite Avenue Interchange Improvement Project, which is located within the State right-of-way and the Cities of Jurupa and Eastvale.

The County of Riverside (County), in cooperation with the California Department of Transportation (Caltrans) and the cities of Eastvale and Jurupa Valley, propose to improve the existing freeway interchange at I-15 and the Limonite Avenue Overcrossing. The project would widen the existing northbound and southbound on-and off-ramps, widen Limonite Avenue to three lanes in each direction through the interchange area, and replace the existing Limonite Avenue Overcrossing structure, as well as construct loop ramps in the southeast and northeastern quadrant (Partial Clover Leaf). The project extends easterly and westerly along Limonite Avenue between Hamner Avenue and Wineville Avenue; and along I-15, improvements are proposed from approximately 1.5 miles south to 1.4 miles north of the existing Limonite Avenue Overcrossing.

An Initial Study/Mitigated Negative Declaration (IS/MND) was completed in compliance with the CEQA Guidelines and Riverside County Rules to implement California Environmental Quality Act (CEQA). On June 21 2016, the Riverside County Board of Supervisors adopted the Final IS/MND, the Mitigation Monitoring and Reporting Program (MMRP), and approved the Interstate 15/Limonite Avenue Interchange Improvement Project, as recorded under Agenda Item 3-71.

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. A Mitigated Negative Declaration was prepared for this project pursuant to the provision of CEQA.
 4. Mitigation measures were were not] made a condition of the approval of this project.
 5. A Mitigation Monitoring plan was was not] adopted for this project.
 6. A Statement of Overriding Considerations was was not] adopted for this project.
- The project will not have a significant effect on the environment and a Mitigated Negative Declaration has been adopted pursuant to CEQA and may be examined, along with administrative record, at the Transportation Department, 4080 Lemon Street, 8th floor, Riverside, California 92501. The Final IS/MND may be examined, along with administrative record, at the Transportation Department, 4080 Lemon Street, 8th floor, Riverside, California 92501.

Russell Williams Title Environmental Division Mgr. Date 11/16/17
 Russell Williams

Patty Romo Title Director of Transportation Date 11-20-17
 Patty Romo

HEARING BODY OR OFFICER

XX Board of Supervisors
 _____ Planning Commission

ACTION ON PROJECT

X Approval
 _____ Disapproval

Heidi Gaitan Title Board Assistant Date: February 6, 2018
 Verifying: _____ Date: 2/6/18
 For County Clerk Use

FEB 06 2018 3.13

1 PROJECT: LIMONITE/I-15 INTERCHANGE
2 PROJECT
3 PARCEL: 0393-007A
4 APN: 160-030-070 (PORTION)
5

6 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

7 This Non-Exclusive Temporary Construction Access Agreement ("Agreement")
8 is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the
9 State of California, ("County") and EASTVALE GATEWAY II, LLC, a Delaware limited
10 liability company ("Grantor"). County and Grantor are sometimes collectively referred
11 to as "Parties."

12 1. RIGHTS GRANTED. The right is hereby granted to County, its officers,
13 agents and employees, and all persons under contract with the County, to enter upon
14 and use the land of Grantor in the County of Riverside, State of California, described
15 as a portion of Assessor's Parcel Number 160-030-070, highlighted on Attachment "1,"
16 attached hereto ("Property"), and made a part hereof, for the purpose of constructing
17 Limonite/I-15 Interchange Project ("Project"). The rights granted herein include the full
18 right and authority to enter upon the temporary construction access area with
19 machinery, trucks, tools and other equipment that is useful or necessary to construct
20 and access the Project. County agrees there will be no storage or staging within the
21 temporary construction access area.

22 2. AFFECTED PARCEL. The temporary construction access, used during
23 construction of the Project, is referenced as Parcel No. 0393-007A consisting of
24 approximately 0.072 acres or 3,143 square feet as designated on Attachment "2,"
25 attached hereto, and made a part hereof ("TCA Area").

26 3. COMPENSATION. County shall pay to the order of Grantor the
27 settlement amount of Thirty-Five Thousand Nine Hundred Seventy-Three Dollars
28 (\$35,973.00) for the right to enter upon and use the TCA Area in accordance with the

FEB 06 2018 3.13

1 terms hereof. Such payment shall be made within 45 days of execution of this
2 Agreement by all Parties. The compensation paid represents full and complete
3 compensation due Grantor and Grantor shall have no right to further compensation
4 arising out of or related to the rights acquired herein.

5 4. TERM/NOTICE TO GRANTOR. County shall provide a thirty (30) day
6 written notice to Grantor prior to the start of construction of the Project. The rights
7 herein granted may be exercised for thirty-six (36) months from the date this
8 Agreement is signed by the Parties. If the County desires to extend the term of this
9 Agreement, Grantor and the County shall negotiate in good faith for an extension of the
10 terms herein until the actual completion of the Project. Upon the expiration of the term
11 (including any extensions thereto), the rights granted by this Agreement shall
12 automatically terminate and be of no further force and effect.

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

17 6. REMOVAL OR DISPOSAL. The right to enter upon and use TCA Area
18 includes the right to, among other things i) remove approximately 263 feet of curbing,
19 ii) remove and dispose of shrubs and hedges in the TCA Area, and iii) remove and
20 dispose of irrigation system in the TCA Area. Payment to the Grantor for replacement
21 shrubs and irrigation system listed in Attachment "3" is included in the compensation
22 portion of this Agreement.

23 7. GRANTOR'S USE OF CONTRACTORS. Grantor shall retain the
24 contractor(s) for items listed in Attachment "3" and Grantor shall directly compensate
25 each contractor for all costs, fees, and/or expenses. The County is not responsible for
26 any payment to the selected contractor(s) and Grantor shall indemnify, defend, protect,
27 and hold County, its officers, employees, successors, and assigns free and harmless
28 from and against any and all claims, liabilities, penalties, forfeitures, losses or

1 expenses, including without limitations, attorney's fees, whatsoever arising from or
2 cause in whole or in part, directly or indirectly, by any actions of the said contractor(s).

3 8. COUNTY TO PROTECT OR REPLACE. Except for Grantor's obligations
4 to replace shrubs as provided in Paragraph 7, the County agrees to restore, replace or
5 repair any damage to the Property that results from the County's activities under this
6 Agreement, including curbs and any damaged pavement.

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

10 10. INDEMNIFICATION. The County shall indemnify, defend and hold
11 Grantor, its agents, employees, successors and assigns harmless from any and all
12 liability, claim, loss, lien or damage proximately caused by the County, its officers,
13 agents, or employees and arising out of the County's activities under this Agreement.

14 11. OWNERSHIP. Grantor hereby warrants that it is the owner of the
15 Property and that it has the right to grant County permission to enter upon and use the
16 Property.

17 12. ENTIRE AGREEMENT. This Agreement is the result of negotiations
18 between the Parties hereto. This Agreement is intended by the Parties as a final
19 expression of their understanding with respect to the matters herein and is a complete
20 and exclusive statement of the terms and conditions thereof. This Agreement
21 supersedes any and all other prior agreements or understandings, oral or written, in
22 connection therewith. No provision contained herein shall be construed against the
23 County solely because it provided or prepared this Agreement.

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

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

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

4 16. GOVERNING LAW AND VENUE. This Agreement shall be governed by
5 the laws of the State of California. Any action at law or in equity brought by either of
6 the Parties hereto for the purpose of enforcing a right or rights providing for by this
7 Agreement shall be tried in a court of competent jurisdiction in the County of Riverside,
8 State of California, and the Parties hereby waive all provisions of law providing for a
9 change of venue in such proceedings to any other county.

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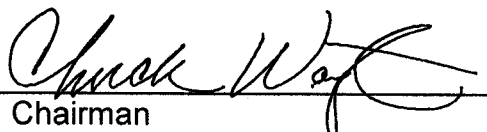
1 17. COUNTERPARTS. This Agreement may be signed in counterpart or
2 duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a
3 signed original for all purposes.

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


6 Dated: FEB 06 2018

7
8 COUNTY:
9 COUNTY OF RIVERSIDE, a political
10 subdivision of the State of California

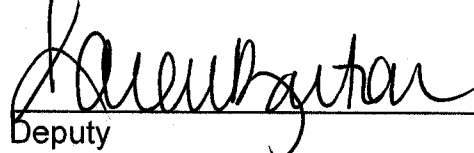
GRANTOR:
EASTVALE GATEWAY II, LLC,
a Delaware limited liability company

11 By: 
12 Chairman
13 Board of Supervisors
14 Chuck Washington

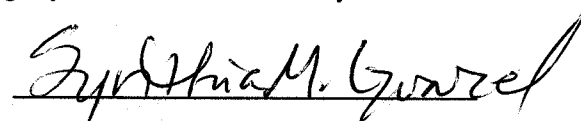
By: LEWIS MANAGEMENT CORP.,
a Delaware corporation –
Its Sole Manager

By: 
Name: John M. Goodman
Its: Executive VP/CEO

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

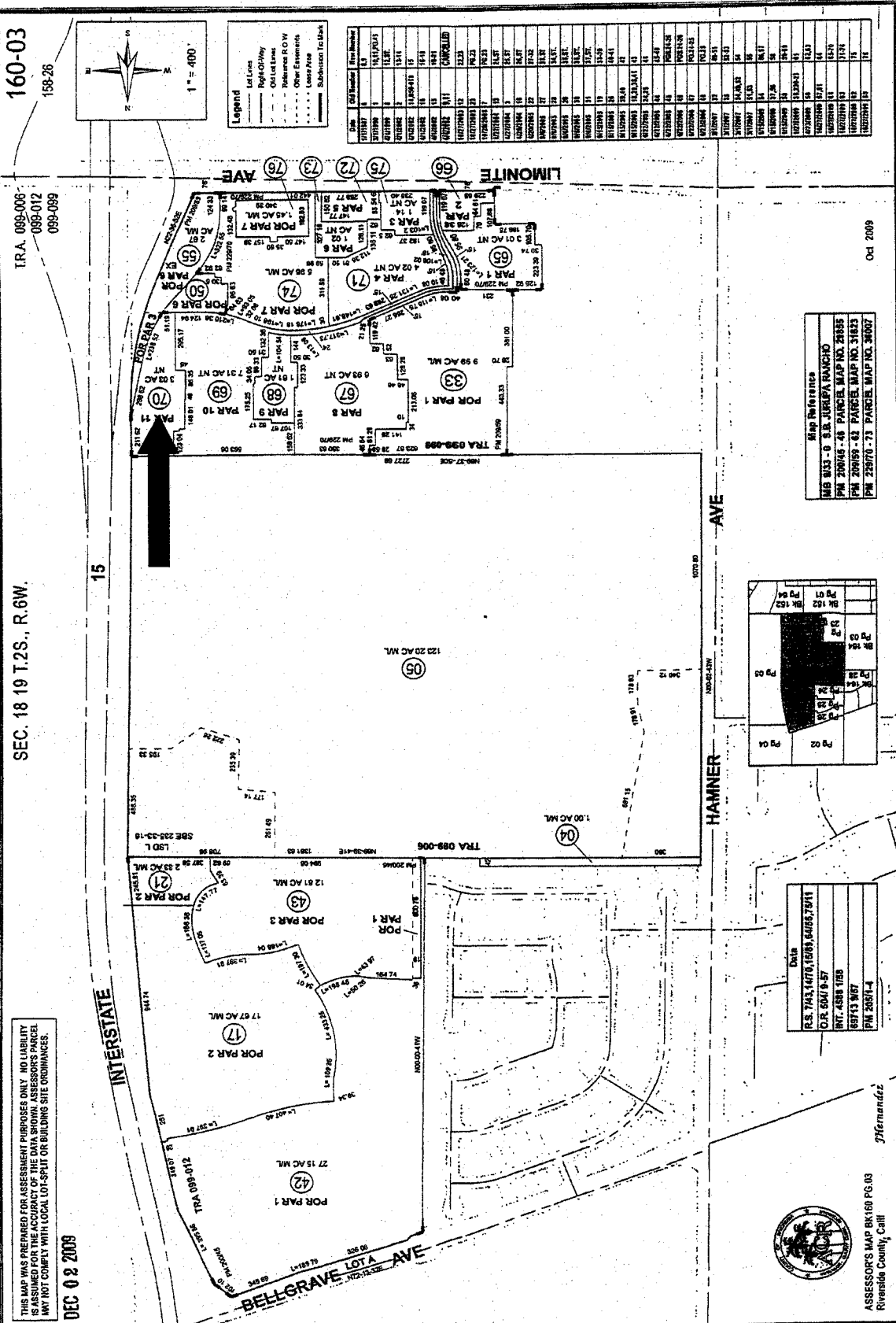
19 By: 
20 Deputy

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

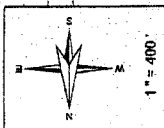
23 By: 
24 SYNTHIA M. GUNZEL
25 Deputy County Counsel

ATTACHMENT "1"
ASSESSOR'S PLAT MAP

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160-03
158-26



Legend
 - - - - - Left Lines
 - - - - - Right-of-Way
 - - - - - Old Lot Lines
 - - - - - Reference R.O.W.
 - - - - - Other Easements
 - - - - - Lease Price
 - - - - - Submission To-Bank

Map Sheet	Parcel Number
1	151,152,153
2	154,155,156
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4	160,161,162
5	163,164,165
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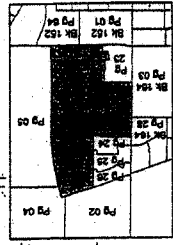
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SEC. 18 19 T.2S., R.6W.

DEC 02 2009

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

Map Reference
 MB 833 - 0 S.B. JURFEA RANCHO
 PM 20046 - 48 PARCEL MAP NO. 28855
 PM 20065 - 62 PARCEL MAP NO. 31823
 PM 22070 - 73 PARCEL MAP NO. 36007



Date
 R.S. 745,1470,1685,6405,7411
 OR 6047 9-57
 INT. 4383 158
 60743 167
 PM 2031-4



ASSESSOR'S MAP BK 160 PG.03
 Riverside County, Calif

J. Hernandez

Oct 2009

This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

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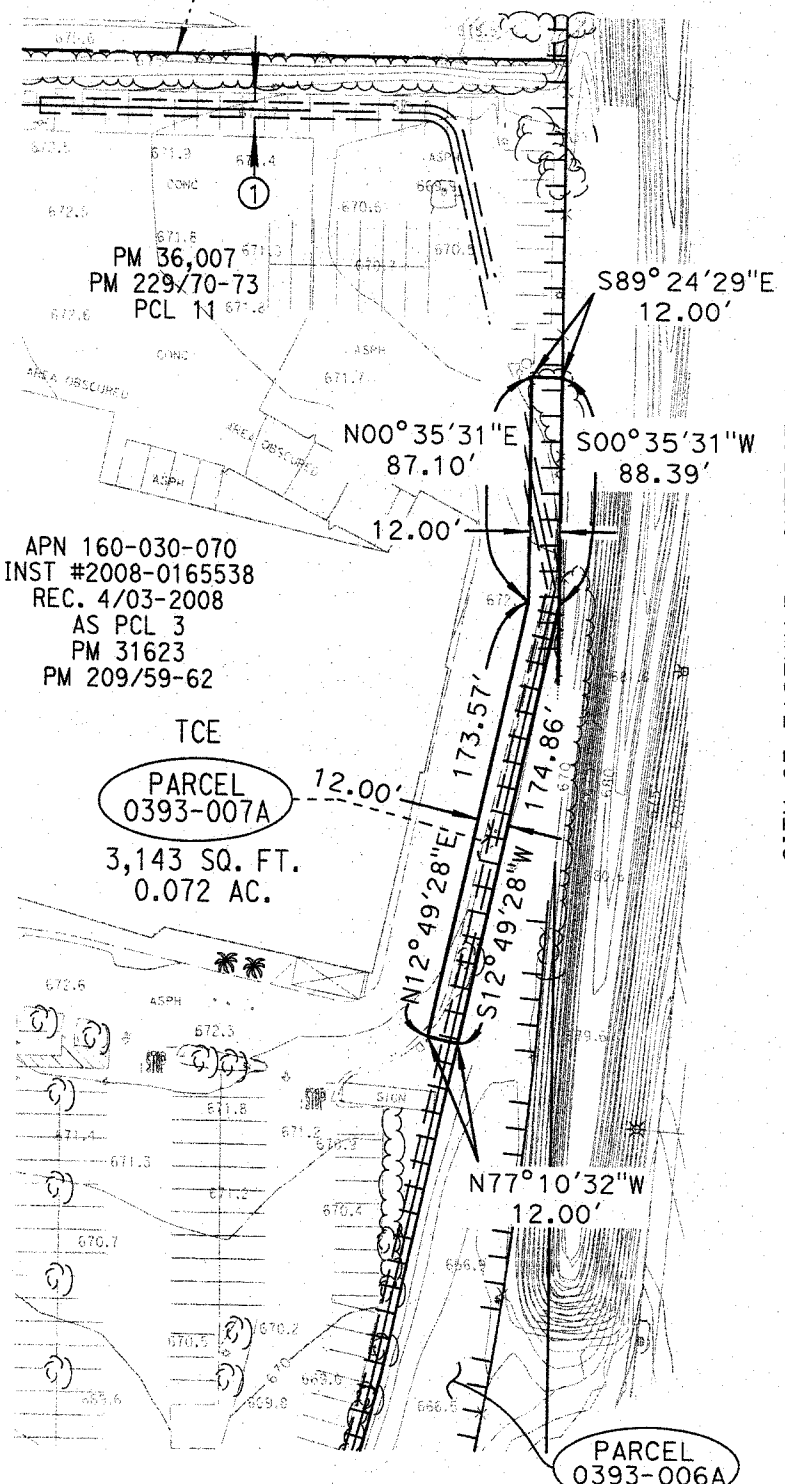
ATTACHMENT "2"
TEMPORARY ACCESS PLAT MAP

Parcel 0393-007A

1. A portion of 160-030-070 in favor of the County.

N'LY LINE PARCEL 11 (PM 229/70-73)

EXHIBIT "A"
 08-RIV-15-PM 48.3-48.5
 0393-007 (0393-007A)



① SO CAL EDISON ESMT
 DOC #2006-0358611
 REC 05-17-06
 STRIP #13

CITY OF EASTVALE INTERSTATE 15

CITY OF JURUPA VALLEY

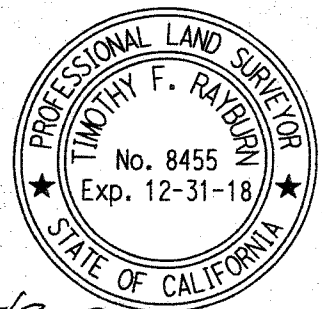
INDICATES SUPERSEDED
 RESTRICTED ACCESS

INDICATES
 RESTRICTED ACCESS

NW¹/₄ SEC.19
 T.2S., R.6W.,
 SECTIONALIZED
 JURUPA RANCHO
 MB 9 / 33 S.B.CO

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000052527

PCL No.: 0393-007A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: A3-0393	
SCALE: NTS	PROJECT: LIMONITE AVE (I-15 INTERCHANGE)
PREPARED BY: H. FINN	
DATE: MAY 2017	APPROVED BY: <i>Timothy F. Rayburn</i>
SHEET 1 OF 1	DATE: 5/24/2017



ATTACHMENT "3"

Item	Description	Cost
1	80, 15-gallon Xylosma shrubs @ 85 each	\$ 6,800
	Irrigation system	<u>\$ 5,600</u>
	Total Landscape/Hardscape	\$12,400

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