

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



ITEM
3.28
(ID # 6164)

MEETING DATE:

Tuesday, June 26, 2018

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

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION LAND
MANAGEMENT AGENCY (TLMA)-TRANSPORTATION DEPARTMENT: Adopt
Resolution No. 2018-031, Authorization to Convey Real property to the City of
Jurupa Valley by Quitclaim Deeds, CEQA Exempt, District 2, [\$12,600] Real Estate
Division Budget 100%, 4/5 vote(Clerk to File CEQA Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA guidelines Section 15061 (b)(3) "Common Sense" Exemption;

Continued on page 2

ACTION: 4/5 Vote Required, Policy

Robert Field, Assistant County Executive Officer/ECD

1/25/2018

Patricia Romo, Director of Transportation

2/20/2018

Juan C. Perez, Director of Transportation & Land Management

6/13/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: June 26, 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:

2. Adopt Resolution No. 2018-031, Authorization to Convey Fee Simple Interest in Real Property located in the City of Jurupa Valley, identified by Assessor's Parcel Numbers 181-130-009 and 166-050-003 by Quitclaim Deeds to the City of Jurupa Valley;
3. Approve the attached Transfer Agreement between the County of Riverside and the City of Jurupa Valley and authorize the Chairman of the Board to execute the same on behalf of the County;
4. Authorize the Chairman of the Board of Supervisors to execute the Quitclaim Deeds on behalf of the County to complete the transfer of real property; and
5. Direct the Clerk of the Board to file the Notice of Exemption with the office of the County Clerk within five working days of approval by the Board.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 12,600	\$ 0	\$ 12,600	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Real Estate Division Budget			Budget Adjustment:	No
			For Fiscal Year:	2017/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Pursuant to Government Code Section 25365, the County of Riverside (County) may transfer interests in real property or interest therein, belonging to the County to another public agency, upon the terms and conditions as agreed upon and without complying with any other provisions of the government code, if the property or interest therein to be conveyed is not required for County use. Finding that the fee simple interest in both properties are no longer necessary for use by the County, the County intends to transfer its fee simple interest in real property, located in the City of Jurupa Valley (City), consisting of two road system properties, identified by Assessor's Parcel Numbers 181-030-009 (Crestmore Alley) and 166-050-003 (Galena Remnant) as more particularly described in Exhibit A attached to Resolution No. 2018-031, by Quitclaim deed to the City of Jurupa Valley (City).

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

The City was incorporated on July 1, 2011, and subsequently assumed responsibility and maintenance over roadway facilities and right of way within the City. Crestmore Alley consists of approximately .92 acres of alleyway that runs approximately 1,012 feet easterly from Crestmore Road and extending about 705 feet southerly down to Capary Road. The County no longer finds it necessary to maintain ownership over this portion of an alley since it is part of an existing roadway within the city limits.

The Galena Remnant Property is small and approximately .19 acres parcel that is located between the intersection of Jurupa Road and Galena Street. The City intends on utilizing the property for a Public Safety Road Project (Project). The Project will provide a connection point through the property that will extend from Clyde Way to Jurupa Road. After the construction of the Project, the Remnant Property will become a road right of way that shall be maintained by the City.

On August 29, 2017, the Board of Supervisors adopted Resolution 2017-145, Notice of Intention to Convey Fee Simple interest in Real Property located in the City of Jurupa Valley. The properties will be transferred to the City under the consideration and mutual covenants set forth on the Transfer Agreement (Agreement). Under the Agreement the City acknowledges that the County makes no warranties over the properties and will be transferring them in "as-is" condition. Additionally, within ninety days of full execution of the Agreement, County shall convey and transfer to City the fee title to the Properties substantially in the form of Quitclaim Deeds.

Pursuant to the California Environmental Quality (CEQA), the action was reviewed and determined to be categorically exempt from CEQA. Pursuant to State CEQA Guidelines Section 15061 (b)(3) – "Common Sense" Exemption. The County's approval of this conveyance of real property does not create any reasonably foreseeable physical change in the environment; it is merely a transfer in title to real property.

Resolution No. 2018-031, Transfer Agreement, and Quitclaim Deeds have been reviewed and approved by County Counsel as to legal form.

Impact on Citizens and Businesses

Finding that the fee simple interest is no longer necessary for use by the County, the City has initiated a request to convey the subject parcels from County to the City. The transfer will enable the City to provide necessary use and maintenance to the Crestmore Alley. Additionally, the City proposed Project on the Galena Remnant property will help improve public safety at the intersection of Jurupa Road and Galena Street. Citizens and businesses will benefit from improved safety and traffic flows along the intersection of Jurupa Road and Galena Street.

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

Supplemental:

Additional Fiscal Information

No net County cost will be incurred and no budget adjustment is necessary, however, the Real Estate Division of the Economic Development Agency (EDA) has absorbed all costs associated with this transaction.


Staff and Labor Costs	\$ 7,000
County Counsel Review	\$ 4,000
Preliminary Title Report (\$500*2)	\$ 1,000
CEQA NOE	\$ 600
Total	\$ 12,600

Attachments:

- Resolution No. 2018-031
- Transfer Agreement
- Aerial Map
- Quitclaim Deeds
- Notice of Exemption

RF:JWW:VC:VY:JR:ra 327FM 19.125 13632
MinuteTrak: 6164


Nehini Basika, Principal Management Analyst 6/18/2018


Gregory J. Priamos, Director County Counsel 6/14/2018

2 RESOLUTION NO. 2018-031

3 AUTHORIZATION TO CONVEY FEE SIMPLE INTEREST

4 IN REAL PROPERTY TO THE CITY OF JURUPA VALLEY BY QUITCLAIM DEED

5 (Assessor's Parcel Numbers 181-130-009 and 166-050-003)

6
7 WHEREAS, the County of Riverside is the owner of two road system properties
8 consisting of an alley and a remnant property, identified with Assessor Parcel Numbers 181-
9 130-009 and 166-050-003, as more particularly described in Exhibit "A", attached hereto and
10 made apart hereof, located in the City of Jurupa Valley, State of California ("Property"); and


11 WHEREAS, the County desires to convey the Property to the City of Jurupa Valley and
12 the City desires to accept the Property.

13 WHEREAS, the County has reviewed and determined that the conveyance of the
14 Property as being categorically exempt from the California Environmental Quality Act ("CEQA")
15 pursuant to State CEQA Guidelines Section 15601(b)(3) as the proposed project is merely the
16 conveyance of title to real property and does not involve construction or development;
17 therefore, no significant impact on the environmental will occur; and

18 WHEREAS, the County of Riverside and the City of Jurupa Valley concur that it would
19 be in both parties best interest to transfer the Property to the City; and

20 WHEREAS, pursuant to Government Code Section 25365, the County may transfer
21 interests in real property or interest therein, belonging to the County to another public agency,
22 upon the terms and conditions as agreed upon and without complying with any other provisions
23 of the government code, if the property or interest therein to be conveyed is not required for
24 County use; now, therefore,

25 BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the
26 County of Riverside, in regular session assembled on June 26, 2018, in the meeting room of
27 the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080
28 Lemon Street, Riverside, California, that this Board, based upon a review of the evidence and

FORM APPROVED COUNTY COUNSEL
BY:  THOMAS OH
DATE: 6/14/18

1 information presented on the matter, as it relates to the conveyance has determined that the
2 proposed conveyance is categorically exempt from CEQA pursuant to State CEQA Guidelines
3 Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the
4 activity in question will have a significant effect on the environment because it merely involves
5 the conveyance of title to real property and no construction activities or development is to
6 occur.

7 **BE IT FURTHER RESOLVED AND DETERMINED** that this Board authorizes the
8 conveyance of the property by Quitclaim Deed to the City of Jurupa Valley the following
9 described real property: Certain fee interest in real property located in the City of Jurupa Valley,
10 County of Riverside, State of California, identified with Assessor Parcel Numbers 181-130-009
11 and 166-050-003, more particularly described in Exhibit "A", Legal Description, attached hereto
12 and made a part hereof.

13 **BE IT FURTHER RESOLVED AND DETERMINED** that the Chairman of the Board is
14 authorized to execute the Transfer Agreement between the County of Riverside and the City of
15 Jurupa Valley on behalf of the County.

16 **BE IT FURTHER RESOLVED AND DETERMINED** that the Chairman of the Board is
17 authorized to execute the Quitclaim Deeds on behalf of the County to complete the
18 conveyance of real property and this transaction.

19 **BE IT FURTHER RESOLVED AND DETERMINED** that the Assistant County Executive
20 Officer/ECD or designee is authorized to execute any documents to complete this transaction.

21 **BE IT FURTHER RESOLVED AND DETERMINED** that the Clerk of the Board of
22 Supervisors has given notice hereof as provided in Section 6061 of the Government Code.

23 ROLL CALL:

24 Ayes: Jeffries, Tavaglione, Washington and Perez
25 Nays: None
26 Absent: Ashley

27 The foregoing is certified to be a true copy of a resolution duly
28 adopted by said Board of Supervisors on the date therein set forth.


KECIA HARPER-IHEM, Clerk of said Board
By  Deputy

EXHIBIT "A"

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

THAT PORTION OF LOT 5 OF EVANS RIO RANCHO, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGES 52 THROUGH 54 INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE RUBIDOUX RANCHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO C.H. JONES & SONS, INC., A CORPORATION, BY DEED RECORDED MAY 4, 1971 AS INSTRUMENT NO. 46557, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF CAPARY ROAD (60 FEET IN WIDTH) AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MAY 18, 1971 AS INSTRUMENT NO. 52419, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT OF INTERSECTION ALSO BEING THE MOST SOUTHERLY COMER OF TRACT 11918 AS SHOWN BY MAP ON FILE IN BOOK 114 OF MAPS AT PAGES 49 AND 50 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 33°00'45" EAST, ALONG SAID NORTHWESTERLY LINE AND THE SOUTHEASTERLY LINE OF SAID TRACT 11918, A DISTANCE OF 703.21 FEET TO THE MOST NORTHERLY COMER OF SAID PARCEL OF LAND CONVEYED TO C.H. JONES & SONS, INC.;

THENCE SOUTH 57°46'53" EAST, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL OF LAND CONVEYED TO C.H. JONES & SONS, INC., A DISTANCE OF 863.67 FEET TO AN ANGLE POINT THEREON;

THENCE SOUTH 33°01'54" WEST, CONTINUING ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 15.00 FEET TO AN ANGLE POINT THEREON;

THENCE SOUTH 57°46'53" EAST, CONTINUING ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 162.59 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF CRESTMORE ROAD (110 FEET IN WIDTH) AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MAY 18, 1971 AS INSTRUMENT NO. 52419, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID RIGHT-OF-WAY LINE BEING A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,055.00 FEET, RADIAL LINE AT SAID POINT BEARS SOUTH 74°45'04" EAST;

THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND SAID CURVE HAVING A RADIUS OF 1,055.00 FEET, THROUGH A CENTRAL ANGLE OF 00°34'08", AN ARC DISTANCE OF 10.47 FEET TO A POINT, A RADIAL LINE AT SAID POINT BEARS SOUTH 75° 19'12" EAST;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 57°46'53" WEST, PARALLEL WITH THE NORTHEASTERLY LINE OF SAID PARCEL OF LAND CONVEYED TO C.H. JONES & SONS, INC., A CORPORATION, A DISTANCE OF 1,004.50 FEET TO A LINE PARALLEL WITH AND DISTANT 25.00 FEET SOUTHEASTERLY AS MEASURED AT RIGHT ANGLES TO SAID NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO C.H. JONES & SONS, INC.;

THENCE SOUTH 33°00'45" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 677.96 FEET TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF CAPARY ROAD (60 FEET IN WIDTH);

THENCE NORTH 58°20'30" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 25.01 FEET TO THE POINT OF BEGINNING.

APN: 181-130-009

EXHIBIT "A"

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

That portion of the Northeast one quarter, of the Northeast one quarter, of Section 13, Township 2 South, Range 6 West of the Jurupa Rancho, in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

Commencing at the centerline intersection of Tyrolite Street and Galena Street as shown by Map on file in Book 100, Pages 1-4 of Maps, Records of Riverside County, California;

Thence South $89^{\circ} 23' 35''$ East, along the centerline of Galena Street, a distance of 659.90 feet;

Thence South $00^{\circ} 36' 25''$ West at right angles to the centerline of Galena Street, a distance of 40.00 feet to a point on the Southerly right of way line of Galena Street. Said point being the point of beginning;

Thence South $89^{\circ} 23' 35''$ East, along said Southerly right of way line, a distance of 246.85 feet, to the point of intersection with the Northwesterly right of way line of Jurupa Road;

Thence South $74^{\circ} 39' 47''$ West, along said Northwesterly right of way line, a distance of 256.74 feet;

Thence North $00^{\circ} 37' 09''$ East, a distance of 70.52 feet, to the point of beginning.

APN: 166-050-003

Recorded at request of and return to:

City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, California 92509

FREE RECORDING

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

JR:ra/070617/327FM/19.128

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

PROJECT: GALENA JURUPATRANSFER
(GALENA REMNANT)

APN'S: 166-050-003

QUITCLAIM DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged,

COUNTY OF RIVERSIDE, a political subdivision of the State of California does hereby remise, release and forever quitclaim to the CITY JURUPA VALLEY, a municipal corporation; all right, title, and interest Grantor has in the real property located in Riverside County, State of California, described in Exhibit "A" and incorporated by reference.


See Exhibit "A" attached hereto
and made a part hereof

JUN 26 2018 3.28

PROJECT: GALENA JURUPA TRANSFER (GALENA REMNANT)
APN: 166-050-003

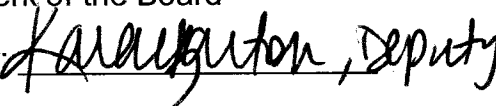
Dated: JUN 26 2018

GRANTOR:
**COUNTY OF RIVERSIDE, a political
subdivision of the State of California**



Chuck Washington, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 

Karaugton, Deputy

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

By: 

Thomas Oh
Deputy County Counsel

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APN: 166-050-003

Recorded at request of and return to:

City of Jurupa Valley
8930 Limonite Avenue
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FREE RECORDING

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

JR:ra/070617/327FM/19.129

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

PROJECT: GALENA JURUPA TRANSFER
(CRESTMORE ALLEY)
APN: 181-130-009

QUITCLAIM DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged,

COUNTY OF RIVERSIDE, a political subdivision of the State of California does hereby remise, release and forever quitclaim to the CITY JURUPA VALLEY, a municipal corporation; all right, title, and interest Grantor has in the real property located in Riverside County, State of California, described in Exhibit "A" and incorporated by reference.

See Exhibit "A" attached hereto
and made a part hereof


JUN 26 2018

3,28

PROJECT: GALENA JURUPA TRANSFER (CRESTMORE ALLEY)
APN: 181-130-009

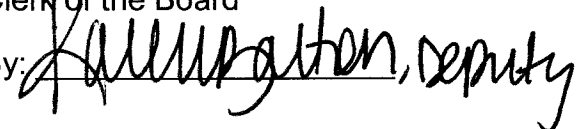
Dated: JUN 26 2018

GRANTOR:
**COUNTY OF RIVERSIDE, a political
subdivision of the State of California**




Chuck Washington, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 

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

By: 

Thomas Oh
Deputy County Counsel

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.

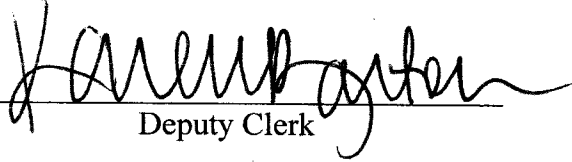
STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE } §

On June 26, 2018, before me, Karen Barton, Board Assistant, personally appeared Chuck Washington, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia Harper-Ihem
Clerk of the Board of Supervisors

By: 
Deputy Clerk

(SEAL)

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THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 57°46'53" WEST, PARALLEL WITH THE NORTHEASTERLY LINE OF SAID PARCEL OF LAND CONVEYED TO C.H. JONES & SONS, INC., A CORPORATION, A DISTANCE OF 1,004.50 FEET TO A LINE PARALLEL WITH AND DISTANT 25.00 FEET SOUTHEASTERLY AS MEASURED AT RIGHT ANGLES TO SAID NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO C.H. JONES & SONS, INC.;

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APN: 181-130-009

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

**TRANSFER AGREEMENT
BY AND BETWEEN
THE COUNTY OF RIVERSIDE
AND
THE CITY OF JURUPA VALLEY**

This TRANSFER AGREEMENT ("Agreement") is made and effective on 6/28/2018 ("Effective Date") by and between The County of Riverside ("COUNTY"), a political subdivision of the State of California, and The City of Jurupa Valley ("CITY"), a municipal corporation. COUNTY and CITY may sometimes hereinafter collectively be referred to as the "Parties".

RECITALS

WHEREAS, the COUNTY is the owner of two road system properties consisting of an alley and a remnant property, identified with Assessor Parcel Numbers 181-130-009 (Crestmore Alley) and 166-050-003 (Galena Remnant), as more particularly described in Exhibit "A", attached hereto and made apart hereof, located in the City of Jurupa Valley, State of California ("Properties"); and

WHEREAS, the County desires to convey the Properties to the City of Jurupa Valley and the CITY desires to accept the Properties so they may integrate it into their public right of way maintenance oversight; and

WHEREAS, Pursuant to Government Code Section 25365, the County may transfer interests in real property or interest therein, belonging to the County to another public agency, upon the terms and conditions as agreed upon and without complying with any other provisions of the government code, if the property or interest therein to be conveyed is not required for County use; and

WHEREAS, the COUNTY and CITY desire to enter into this Agreement to provide the terms and conditions for the conveyance of the Properties; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

AGREEMENT

1. **Transfer of the Property.** Within ninety (90) days of full execution of this Agreement, COUNTY shall convey and transfer to CITY the fee title to the Properties substantially in the form of Quitclaim Deed(s) ("Deeds"), attached as Exhibit "B" and by this reference incorporated herein, for the consideration described herein. The transfer of Properties shall be consummated pursuant to the terms and conditions of this Agreement.

2. PROPERTIES TRANSFERED IN "AS-IS" CONDITION.

2.1 CITY acknowledges that the Properties are being transferred in "as-is" condition, as of the date of this Agreement, without warranty, and that COUNTY is not responsible for making corrections or repairs of any nature. CITY further acknowledges that COUNTY has made no representations or warranties regarding the Properties, including, but not limited to:

- A. Property lines and boundaries;
- B. Square footage, and lot size;
- C. Type, size, adequacy, capacity, and condition of sewer systems and components;
- D. Possible absence of required governmental permits, inspections, certificates, or other determinations affecting the Properties; limitations, restrictions, and requirements affecting the use of the Properties, future development, zoning, building, and size;
- E. Governmental restrictions which may limit the amount of rent that can lawfully be charged and/or the maximum number of persons who can lawfully occupy the Properties;
- F. Water and utility availability and use restrictions;
- G. Potential environmental hazards, including asbestos, formaldehyde, radon, methane, other gases, lead-based paint, other lead contamination, fuel or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions;
- H. Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, proximity to commercial, industrial, or agricultural activities, crime statistics, fire protection, other governmental services, existing and proposed transportation, construction, and development which may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, or other nuisances, hazards, or circumstances;
- I. Geologic/seismic conditions, soil and terrain stability, suitability, and drainage; and
- J. Conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of CITY.

2.2 CITY represents and warrants to COUNTY that CITY and/or CITY's representatives and employees have made their own independent inspections, investigations, tests, surveys, and other studies of the Properties and agrees to accept the Properties in "as-is" condition

3. **Closing Date.** This transaction shall close when the Parties have timely performed their respective obligations within Ninety (90) days following the full approval and execution of this Agreement ("Closing Date").

4. **COUNTY's Obligations and Conditions Precedent to Close of this Transaction.** For the benefit of the CITY, the close of this transaction shall be conditioned upon the timely performance by COUNTY of all obligations required of COUNTY by the terms of this Agreement.

5. **CITY's Obligations and Conditions Precedent to Close of this Transaction.** For the benefit of COUNTY, the close of this transaction shall be conditioned upon the timely performance by CITY of all obligations required of CITY by the terms of this Agreement.

6. **Mutual Obligations.** The following terms and conditions are part of the consideration and material to the transfer of this Property. The Parties shall be due the benefit of the consideration and rights created herein until such time full performance of the all the obligations is complete.

7. **Right of First Refusal.** CITY shall not sell the Properties described on Exhibit "A", attached hereto except in accordance with the provisions of this Agreement. In the event that CITY desires to dispose of the Properties, or desires to significantly alter the intended use and purpose of the Properties, CITY shall notify the COUNTY within thirty (30) days of the occurrence of any of the above described events and COUNTY shall have the first right on whether to acquire the Properties back from the CITY or refuse such acquisition.

7.1 The right of first refusal set forth in this section may not be assigned or transferred by COUNTY.

8. **Cooperation.** The Parties agree to cooperate with each other in the implementation of this Agreement and perform any and all acts necessary to carry out the intent of the transfer. Without limiting the foregoing, the Parties agree to provide necessary approvals, and execute, acknowledge, and deliver any and all additional papers, documents and other assurances as may be necessary to carry out the intent of the Agreement. The Parties intend that execution and delivery of the Deeds by the COUNTY to the CITY will occur within the times described herein Section 1 and Section 3 and after the Parties have performed all the necessary activities to proceed with the conveyance and have obtained authorization from its respective governing bodies.

9. **Notice.** Any notice to be given or other document(s) to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage

prepaid, and addressed as follows:

If to the COUNTY:

County of Riverside, EDA
Deputy Director of Real Estate
3403 10th Street Suite 400
Riverside, CA 92501
951-955-4820

If to the CITY:

City of Jurupa Valley
Deputy City Engineer
8930 Limonite Avenue
Jurupa Valley, CA 92509
951-332-6464

10. **Conflict of Interest.** No member, official or employee of the COUNTY or the CITY shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.

11. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole interests and benefit of the Parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.

12. **Assignment.** This Agreement shall not be assigned by either Party, either in whole or in part, without the prior written consent of the non-assigning Party. Any assignment or purported assignment of this Agreement without the prior written consent of the non-assigning Party will be deemed void and of no force or effect.

13. **Governing Law and Jurisdiction.** The Parties agree that in the exercise of this Agreement, the Parties shall comply with all applicable federal, state, county and local laws, and regulations in connection with this transaction. The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions shall be determined in accordance with the laws of the State of California. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

14. **Paragraph Titles.** The paragraph titles of this Agreement are (i) inserted only for the convenience of the Parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the Agreement to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this Agreement or in any way affect the agreement of the Parties set out in this Agreement.

15. **Ambiguities.** Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this

Agreement.

16. **Entire Agreement.** This Agreement embodies the entire agreement between the Parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the Parties at the time of execution of this Agreement. This Agreement may only be modified or amended by the mutual consent of the Parties in writing.

17. **Authority to Execute.** The individuals executing this Agreement and the instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective Parties to the terms and conditions hereof and thereof.

18. **Counterparts.** The Parties may execute duplicate originals (counterparts) of the Agreement or any other documents that they are required to sign or furnish pursuant to the Agreement.

19. **Survival.** The rights and obligations created in this Agreement shall survive the consummation of transfer of the Properties until full performance of the respective obligations under this Agreement have been performed by the Parties.

[Signature Provisions on Following Page]



20. This Agreement will be null and void if not duly approved and executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first written above.

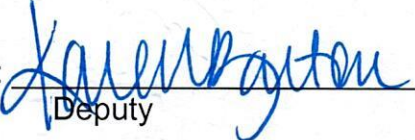
COUNTY OF RIVERSIDE, a
political subdivision of the State of
California

CITY OF JURUPA VALLEY, a
municipal corporation

By: 
Chuck Washington
Chairman, Board of Supervisors

By: 
City Manager


ATTEST:
CLERK OF THE BOARD
Kecia Harper-Ihem

By: 
Deputy



APPROVED AS TO FORM:
GREGORY P. PRIAMOS
COUNTY COUNSEL

By: 
Thomas Oh
Deputy County Counsel

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTIES

EXHIBIT "A"

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

THAT PORTION OF LOT 5 OF EVANS RIO RANCHO, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGES 52 THROUGH 54 INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE RUBIDOUX RANCHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO C.H. JONES & SONS, INC., A CORPORATION, BY DEED RECORDED MAY 4, 1971 AS INSTRUMENT NO. 46557, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF CAPARY ROAD (60 FEET IN WIDTH) AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MAY 18, 1971 AS INSTRUMENT NO. 52419, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT OF INTERSECTION ALSO BEING THE MOST SOUTHERLY COMER OF TRACT 11918 AS SHOWN BY MAP ON FILE IN BOOK 114 OF MAPS AT PAGES 49 AND 50 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 33°00'45" EAST, ALONG SAID NORTHWESTERLY LINE AND THE SOUTHEASTERLY LINE OF SAID TRACT 11918, A DISTANCE OF 703.21 FEET TO THE MOST NORTHERLY COMER OF SAID PARCEL OF LAND CONVEYED TO C.H. JONES & SONS, INC.;

THENCE SOUTH 57°46'53" EAST, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL OF LAND CONVEYED TO C.H. JONES & SONS, INC., A DISTANCE OF 863.67 FEET TO AN ANGLE POINT THEREON;

THENCE SOUTH 33°01'54" WEST, CONTINUING ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 15.00 FEET TO AN ANGLE POINT THEREON;

THENCE SOUTH 57°46'53" EAST, CONTINUING ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 162.59 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF CRESTMORE ROAD (110 FEET IN WIDTH) AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED MAY 18, 1971 AS INSTRUMENT NO. 52419, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID RIGHT-OF-WAY LINE BEING A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,055.00 FEET, RADIAL LINE AT SAID POINT BEARS SOUTH 74°45'04" EAST;

THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND SAID CURVE HAVING A RADIUS OF 1,055.00 FEET, THROUGH A CENTRAL ANGLE OF 00°34'08", AN ARC DISTANCE OF 10.47 FEET TO A POINT, A RADIAL LINE AT SAID POINT BEARS SOUTH 75° 19'12" EAST;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 57°46'53" WEST, PARALLEL WITH THE NORTHEASTERLY LINE OF SAID PARCEL OF LAND CONVEYED TO C.H. JONES & SONS, INC., A CORPORATION, A DISTANCE OF 1,004.50 FEET TO A LINE PARALLEL WITH AND DISTANT 25.00 FEET SOUTHEASTERLY AS MEASURED AT RIGHT ANGLES TO SAID NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO C.H. JONES & SONS, INC.;

THENCE SOUTH 33°00'45" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 677.96 FEET TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF CAPARY ROAD (60 FEET IN WIDTH);

THENCE NORTH 58°20'30" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 25.01 FEET TO THE POINT OF BEGINNING.

APN: 181-130-009

EXHIBIT "A"

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

That portion of the Northeast one quarter, of the Northeast one quarter, of Section 13, Township 2 South, Range 6 West of the Jurupa Rancho, in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

Commencing at the centerline intersection of Tyrolite Street and Galena Street as shown by Map on file in Book 100, Pages 1-4 of Maps, Records of Riverside County, California;

Thence South $89^{\circ} 23' 35''$ East, along the centerline of Galena Street, a distance of 659.90 feet;

Thence South $00^{\circ} 36' 25''$ West at right angles to the centerline of Galena Street, a distance of 40.00 feet to a point on the Southerly right of way line of Galena Street. Said point being the point of beginning;

Thence South $89^{\circ} 23' 35''$ East, along said Southerly right of way line, a distance of 246.85 feet, to the point of intersection with the Northwesterly right of way line of Jurupa Road;

Thence South $74^{\circ} 39' 47''$ West, along said Northwesterly right of way line, a distance of 256.74 feet;

Thence North $00^{\circ} 37' 09''$ East, a distance of 70.52 feet, to the point of beginning.

APN: 166-050-003

EXHIBIT "B"

QUITCLAIM DEEDS

[attached behind this page]

EXHIBIT D

Recorded at request of and return to:

City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, California 92509

FREE RECORDING

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

JR:ra/070617/327FM/19.128

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

PROJECT: GALENA JURUPATRANSFER
(GALENA REMNANT)

APN'S: 166-050-003

QUITCLAIM DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged,

COUNTY OF RIVERSIDE, a political subdivision of the State of California does hereby remise, release and forever quitclaim to the CITY JURUPA VALLEY, a municipal corporation; all right, title, and interest Grantor has in the real property located in Riverside County, State of California, described in Exhibit "A" and incorporated by reference.

See Exhibit "A" attached hereto
and made a part hereof

JUN 26 2018 3.28

EXHIBIT P

PROJECT: GALENA JURUPA TRANSFER (GALENA REMNANT)
APN: 166-050-003

Dated: _____

GRANTOR:
**COUNTY OF RIVERSIDE, a political
subdivision of the State of California**

Chuck Washington, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____

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

By: _____
Thomas Oh
Deputy County Counsel

EXHIBIT B

ACKNOWLEDGEMENT:

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 _____, 20__ before me, _____, 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 of Notary Public

EXHIBIT B

Recorded at request of and return to:

City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, California 92509

FREE RECORDING

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

JR:ra/070617/327FM/19.129

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

PROJECT: GALENA JURUPA TRANSFER
(CRESTMORE ALLEY)
APN: 181-130-009

QUITCLAIM DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged,

COUNTY OF RIVERSIDE, a political subdivision of the State of California does hereby remise, release and forever quitclaim to the CITY JURUPA VALLEY, a municipal corporation; all right, title, and interest Grantor has in the real property located in Riverside County, State of California, described in Exhibit "A" and incorporated by reference.

See Exhibit "A" attached hereto
and made a part hereof

JUN 26 2018 3.28

EXHIBIT B

PROJECT: GALENA JURUPA TRANSFER (CRESTMORE ALLEY)
APN: 181-130-009

Dated: _____

GRANTOR:
**COUNTY OF RIVERSIDE, a political
subdivision of the State of California**

Chuck Washington, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____

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

By: _____
Thomas Oh
Deputy County Counsel

EXHIBIT B

ACKNOWLEDGEMENT:

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 _____, 20__ before me, _____, 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 of Notary Public

Exempt Status: Section 15061(b) (3), General Rule or “Common Sense” Exemption, Codified under Title 14, Article 5 Sections 15061.


Reasons Why Project is Exempt: The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor would the Project include unusual circumstances which would have a potentially significant effect on the environment. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the transfer of government property.

- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The transfer of property is an administrative function, and would not result in any direct physical environmental impacts. The primary indirect impact of the transfer would result in the City of Jurupa Valley converting the Remnant property into a roadway connection, which would extend Clyde Way to Jurupa Road.

The potential indirect effects from this transfer would be addressed through a future discretionary action for the development of the Galena site as a roadway connection project by the City of Jurupa Valley as the Lead Agency. The transfer of land between the County and City of Jurupa Valley is not deemed to be an approval pursuant to CEQA for any specific roadway project and does not commit any public agency, including the City of Jurupa Valley, to a definite course of action regarding a project that may lead to an adverse effect on the environment or limit any choice of alternatives or mitigation measures prior to CEQA compliance. In addressing indirect effects of the transfer, CEQA Guidelines 15004(b) identifies the necessity of balance in determining the timing of CEQA compliance, citing the need to enable environmental considerations to have influence on programming and design, while at the same time having enough detailed information for meaningful environmental assessment.

When considering future indirect effects from the transfer, at this point in the process, the design of a future roadway connection is not known or reasonably foreseeable and, therefore, is not substantive enough to provide a full analysis of environmental effects. In consideration of the broad-based potential indirect effects of the roadway connection, Clyde Way is a dead end street so the roadway connection project would not redistribute traffic through the residential neighborhood to the north. The environmental effects of the roadway project would be a temporary minor inconvenience during construction and improved circulation upon completion. As described above these effects would be able to be more specifically addressed once conceptual design of a roadway connection project is completed, but at this point there are no reasonably foreseeable indirect effects from the roadway connection project for the Galena property that could be undertaken by the City of Jurupa Valley. The indirect effects of the City maintaining the right-of-ways for both properties would also not result in any direct or indirect physical impacts.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 1/17/18

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Property Conveyance to the City of Jurupa Valley

Accounting String: 528500-47220-7200400000- FM0417200327

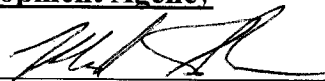
DATE: January 17, 2018

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature: 

PRESENTED BY: Jose Ruiz, Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: January 17, 2018

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM0417200327**
Property Conveyance to the City of Jurupa Valley

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #1330

Attention: Mike Sullivan, Senior Environmental Planner,

Economic Development Agency,

3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009.

Attachment

cc: file

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



ITEM
3.38
(ID # 4888)

MEETING DATE:

Tuesday, August 29, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Adopt Resolution No. 2017-145,
Notice of Intention to Convey Fee Simple Interest in Real Property to the City of
Jurupa Valley, District 2 [\$0] (Clerk to Post Notice of Intention)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2017-145, Notice of Intention to Convey Fee Simple Interest in Real Property located in the City of Jurupa Valley, identified with Assessor's Parcel Numbers 181-130-009 and 166-050-003, by Quitclaim Deed to the City of Jurupa Valley; and
2. Direct the Clerk of the Board to give notice pursuant to Government Code Section 6061.

ACTION: 4/5 Vote Required, Policy

Robert Field, Assistant County Executive Officer/EDA

8/1/2017

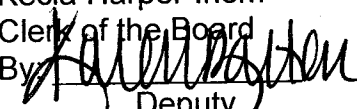
Juan O. Perez, Director of Transportation & Land Management

8/16/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended and is set for public meeting on or after September 19, 2017 at 9:00 a.m. or as soon as possible thereafter.

Ayes: Jeffries, Washington, Perez and Ashley
Nays: None
Absent: Tavaglione
Date: August 29, 2017
xc: EDA, COBcg

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 2017/18	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Pursuant to Government Code Section 25365, the County of Riverside (County) may transfer real property or interest therein, belonging to the County to another public agency, upon the terms and conditions as agreed upon and without complying with any other provisions of the government code, if the property or interest therein to be conveyed is not required for County use. Finding that the fee simple interest in both properties are no longer necessary for use by the County, the County intends to transfer its fee simple interest in real property, located in the City of Jurupa Valley, consisting of two road system properties, identified by Assessor Parcel Numbers 181-130-009 (Crestmore Alley) and 166-050-003 (Galena Road Remnant) as more particularly described in Exhibit A attached to Resolution No. 2017-145, by Quitclaim deed to the City of Jurupa Valley (City) and for roadway purposes.

The City of Jurupa Valley was incorporated on July 1, 2011, and subsequently inherited responsibility and maintenance over facilities located in the public right of way. Crestmore Alley consist of approximately .92 acres of road right of way that runs approximately 1,012 feet easterly from Crestmore Road, extending about 705 feet southerly down to Capary Road. The County no longer finds it necessary to preserve ownership over this property since it is a road right of way within the City limits.

The Galena Remnant property is approximately .19 acres and is located between the intersection of Jurupa Road and Galena Street. The City intends on utilizing the property for a Public Safety Road Project (Project). The Project will provide a connection point through the property that will extend from Clyde Way to Jurupa Road. After the construction of the Project, the Remnant Property will become a road right of way that shall be maintained by the City and improve vehicle and pedestrian safety in the Project area.

Resolution No. 2017-145 has been reviewed and approved by County Counsel as to legal form.

Impact on Citizens and Businesses

Finding that the fee simple interest is no longer necessary for use by the County, the City has initiated a request to convey the subject parcels from County to the City. The transfer will enable the City to use and control the Crestmore Alley. Additionally, the City's proposed Project on the Galena Remnant property will help improve and control vehicle and pedestrian traffic at the

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

intersection of Jurupa Road and Galena Street. Citizens and businesses will benefit from improved safety along the intersection of Jurupa Road and Galena Street.

Attachments:

- Resolution No. 2017-145
- Aerial Map

RF:JWW:VC:VY:JR:ra 327FM 19.123 13631
MinuteTrak:4888


Rekini Dasika, Principal Management Analyst 8/21/2017