

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



**ITEM: 3.58  
(ID # 28984)**

**MEETING DATE:**  
Tuesday, November 18, 2025

**FROM :** TLMA-TRANSPORTATION

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of the Mitigation Credit Agreement between the County of Riverside and the Riverpark Mitigation Bank for the Jurupa Road Grade Separation Project. CEQA Finding of Nothing Further is Required. District 2. [\$576,967 Total Cost – State Funds 100%]

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

1. Find that Nothing Further is Required pursuant to the California Environmental Quality Act (CEQA) because the statutory exemption for the Jurupa Road Grade Separation Project has been completed and a Notice of Exemption previously filed; and
2. Approve the Agreement for Sale of Credits between the County of Riverside and EIP III CREDIT CO., LLC, (Riverpark Mitigation Bank) for the Jurupa Road Grade Separation Project, in the amount of \$576,966.60 for FY 25/26 and authorize the Chair of the Board to execute the contract.

**ACTION:Policy**

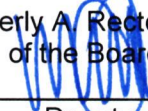
  
Dennis Acuna, Director of Transportation 10/28/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: None  
Date: November 18, 2025  
xc: Transp.

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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<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>	\$ 576,967	\$ 0	\$ 576,967	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> SB-132 (100%) There are no General Funds used in this project.			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	25/26

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

**BACKGROUND:**

**Summary**

The County of Riverside (County), in cooperation with the City of Jurupa and the Riverside County Transportation Commission (RCTC) is constructing a new grade separation to replace the existing Union Pacific Railroad (UPRR) at-grade crossing located on Jurupa Road in the City of Jurupa Valley, just east of Van Buren Boulevard.

Jurupa Road is a four-lane Arterial highway that provides access to commercial, industrial, and residential land uses in the City of Jurupa Valley. This project will grade separate Jurupa Road and the UPRR mainline tracks with an underpass where it crosses.

As part of this project, Union Pacific Railroad requested additional track improvements that will impact the nearby riparian habitat, requiring regulatory permits from the California Department of Fish and Wildlife, the Santa Ana Regional Water Quality Control Board, and the Army Corps of Engineers. These permits are essential for addressing the environmental impacts, which will be mitigated through the purchase of 0.6 mitigation credits from the Riverpark Mitigation Bank at a cost of \$576,966.60.

Project Number C8-0060

**Environmental Findings**

On October 16, 2018 (Agenda item 3.23), the Board of Supervisors adopted Resolution 2018-183 agreeing to hear Future Resolutions of Necessity for the Jurupa Road Grade Separation Project and found that the Project was Statutorily Exempt under the California Environmental Quality Act (CEQA) California Code of Regulation, Section 15282(g) and as set forth in Section 21080.13 of the CEQA Public Resources Code. Therefore, CEQA compliance has been completed, the 35-day statute of limitations for a statutory exemption has expired, and no further action is required under CEQA.

**Impact on Residents and Businesses**

The Project will provide uninterrupted and efficient access for motorists, residents, businesses, pedestrians, and emergency vehicles in the area. Additionally, the project will enhance the operational characteristics (i.e. speed, efficiency, and reliability) of freight and passenger trains

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throughout Riverside County by eliminating conflicts between railroad operations and vehicular traffic.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

These mitigation credits will be paid for with SB-132 funding.

**Attachments:**

Jurupa Road Grade Separation Credit Agreement final 2025



Jason Farin, Principal Policy Analyst

11/12/2025



## AGREEMENT FOR SALE OF CREDITS

This Agreement is entered into this 18th day of November, 2025, by and between EIP III CREDIT CO., LLC, a Delaware limited liability company (Bank Sponsor) and COUNTY OF RIVERSIDE, a political subdivision of the state of California, on behalf of its Transportation Department (Project Proponent), jointly referred to as the "Parties," as follows:

### RECITALS

A. The Bank Sponsor has developed the Riverpark Mitigation Bank (Bank) located in Riverside County, California; and

B. The Bank has been developed pursuant to a Bank Enabling Instrument (BEI) entered into by and between Bank Sponsor, the Los Angeles District of the U.S. Army Corps of Engineers (USACE) (File No. SPL-2015-00318), United States Fish and Wildlife Service (USFWS), the California Regional Water Quality Control Board, Region 8 (Regional Water Boards), and the California Department of Fish and Wildlife (CDFW) (Tracking No. 1798-2015-01-R6), on December 17, 2019, and

C. Project Proponent is seeking to implement the project described on Exhibit "A" attached hereto (Project), which would unavoidably and adversely impact Riverine Wetland, and seeks to compensate for the loss of Riverine Wetland by purchasing Credits from Bank Sponsor; and

D. Project Proponent has been authorized by CDFW: 1600-2020-0049-R6 and RWQCB: SARWQCB Project WDID 332020-09 to purchase from the Bank 0.03 Credit re-established Waters of the State, and 0.57 Credit rehabilitated Waters of the State, upon confirmation by the Bank Sponsor of Credit availability/adequate balance of Credits remaining for Transfer; and

E. Project Proponent desires to purchase from Bank Sponsor and Bank Sponsor desires to sell to Project Proponent 0.03 Credit re-established Waters of the State and 0.57 Credit rehabilitated Waters of the State.

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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.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank Sponsor hereby sells to Project Proponent and Project Proponent hereby purchases from Bank Sponsor 0.03 Credit re-established Waters of the State and 0.57 Credit rehabilitated Waters of the State. The Bank Sponsor will upon receipt of the Purchase Price deliver to Project Proponent an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit "B". The Purchase Price for said Credits shall be paid by ACH payment or wire transfer of funds according to written instructions provided by Bank Sponsor to Project Proponent.

2. The sale and transfer herein are not intended as a sale or transfer to Project Proponent of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Proponent shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the Credits sold, or the Bank. Pursuant to the BEI and any amendments thereto, Bank Sponsor shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Proponent. Bank Sponsor shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Credits by all state or federal jurisdictional agencies.

4. The Credits sold and transferred to Project Proponent shall be non-refundable, non-transferable and non-assignable to any project other than the one listed herein and shall not be used as compensatory mitigation for any other project or purpose, except as set forth herein.

5. Project Proponent must exercise his/her/its right to purchase the Credits within 60 days of the date this Agreement is provided to the Project Proponent. Without Bank Sponsor approval, after the 60-day period this Agreement will be considered null and void.

6. Upon purchase of the Credits specified in Recital D above, the Bank Sponsor shall submit to the parties listed in the Notices section of the BEI, copies of the: a) Agreement for Sale of Credits; b) Bill of Sale; c) Payment Receipt; and d) an updated ledger. The updated ledger must detail: i) Project Proponent; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; v) Permitting Agency File/Tracking Number; vi); vii) Total Number of Credits Authorized to Sell; viii) Total Number of Credits Sold to Date (inclusive); and ix) Balance of all Credits Available. The ledger should include all sales data from bank establishment to the present.

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

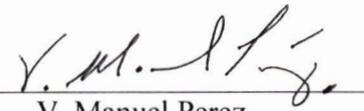
BANK SPONSOR

EIP III CREDIT CO., LLC, a Delaware limited liability company

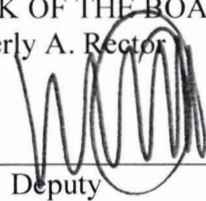
By: \_\_\_\_\_  
Name: Joseph Williams  
Its: Director of Credit Sales

PROJECT PROPONENT

COUNTY OF RIVERSIDE, a political subdivision of the state of California, on behalf of its Transportation Department

By:   
V. Manuel Perez  
Chairman, Board of Supervisors

ATTEST:  
CLERK OF THE BOARD  
Kimberly A. Rector

By:   
Deputy

APPROVED AS TO FORM:  
MINH C. TRAN  
COUNTY COUNSEL

By:   
Aaron C. Gettis  
Chief Deputy County Counsel

Deputy County Counsel Exhibit "A"  
DESCRIPTION OF PROJECT TO BE MITIGATED

**Name of Project:**

Jurupa Grade Separation Project

**Project Location:**

Jurupa Road and Van Buren Blvd in the City of Jurupa Valley, California

**Permitting Agencies File/Tracking Number:**

CDFW: 1600-2020-0049-R6

RWQCB: WDID 332020-09

USACE: SPL-2020-00288 (Mitigated through previous credit purchase)

**Project Description:**

Replace at-grade crossing over UPRR on Jurupa Road in Jurupa Valley, California

**Species/Habitat Affected:**

For permanent impacts to 0.042 acres of riparian/riverine re-establishment credits are required. For temporary impacts to riparian resources 0.534 acres of rehabilitation are required.

**Credits to be Purchased:**

0.03 re-established Waters of the State

0.57 rehabilitated Waters of the State

**Method of payment:**

Wire Transfer \_\_\_\_\_ ACH Payment   x

Exhibit "B"  
BILL OF SALE

Contract # 25\_\_-RP

Permitting Agency File/Tracking No(s). CDFW: 1600-2020-0049-R6 and  
RWQCB: SARWQCB Project WDID 332020-09.

In consideration of \$576,966.60 receipt of which is hereby acknowledged, EIP III Credit Co., LLC (Bank Sponsor), does hereby bargain, sell and transfer to COUNTY OF RIVERSIDE, a political subdivision of the state of California, on behalf of its Transportation Department (Project Proponent), for the Jurupa Road Grade Separation Project, 0.03 Credit re-established Waters of the State, and 0.57 Credit rehabilitated Waters of the State in the Riverpark Mitigation Bank in Riverside County, California, developed, and approved under the authority of the Los Angeles District of the U.S. Army Corps of Engineers (USACE), United States Fish and Wildlife Service (USFWS), the California Regional Water Quality Control Board, Region 8 (Regional Water Boards), and the California Department of Fish and Wildlife (CDFW), as mitigation for the Project described in Attachment 1.

Bank Sponsor represents and warrants that it has good title to the Credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Bank Sponsor covenants and agrees with the Project Proponent to warrant and defend the sale of the Credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: \_\_\_\_\_

EIP III CREDIT CO., LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name: Nick E...

Its: Manager

**SAMPLE**

*Attachment 1*  
Riverpark Mitigation Bank  
WETLAND CREDITS: PAYMENT RECEIPT

**PROJECT PROPONENT INFORMATION**

**Name:**

County of Riverside, a political subdivision of the state of California, on behalf of its Transportation Department

**Address:**

4080 Lemon Street  
Riverside, CA 92501  
Telephone: (951) 955-6859

**Contact:**

Dennis Acuna  
Director of Transportation  
Email: [dacuna@rivco.org](mailto:dacuna@rivco.org)

**PROJECT INFORMATION**

**Project Description:**

Replace at-grade crossing over UPRR on Jurupa Road in Jurupa Valley, California

**Project Location:**

Jurupa Road and Van Buren Blvd in the City of Jurupa Valley, California

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