

**COOPERATIVE AGREEMENT BETWEEN THE CITY OF
TEMECULA AND THE CITY OF MURRIETA IN
CONNECTION WITH THE FRENCH VALLEY
PARKWAY/I-15 IMPROVEMENTS PROJECT – PHASE II**

This Cooperative Agreement Between City of Temecula and the City of Murrieta in Connection with the French Valley Parkway/I-15 Improvements Project – Phase II is entered into between the City of Temecula, a municipal corporation (“Temecula”) and the City of Murrieta, a municipal corporation (“Murrieta”) and is effective on the date it is fully-executed. Temecula and Murrieta may be referred to below collectively as the “Parties”.

RECITALS

A. The French Valley Parkway/I-15 Improvements Project (Project Numbers PW02-11, PW07-04, PW16-01 and PW19-03) (“Project”) consists of the construction of a new interchange, French Valley Parkway, at Interstate 15, between the existing Winchester Road (SR-79)/I-15 Interchange and the I-15/I-215 junction, along with enhancements to facilitate improved operations on the existing mainline facility. The Project also includes the construction of a new principal arterial (French Valley Parkway) between Jefferson Avenue and Ynez Road and a new Collector/Distributor (C/D) system of lanes along both sides of I-15 between Winchester Road and the I-15/I-215 Junction. The Project would also modify the I-15/Winchester Road Interchange.

B. The French Valley Parkway/I-15 Improvements Project – Phase II (Project Number PW16-01) (“Phase II”) proposes to construct a two lane northbound collector/distributor (C/D) system along I-15 from the Winchester Road/I-15 Interchange northerly on-ramps to just north of the I-15/I-215 junction with connectors to I-15 and I-215.

C. The French Valley Parkway/I-15 Interchange is an interchange of regional significance for Western Riverside County with TUMF funding allocated for a significant portion of it. Phase II received an unprecedented \$50 million grant from the Federal Government through the Infrastructure for Rebuilding America grant program administered by the United States Department of Transportation. The grant was supported by local Members of Congress as well as the Defense Department and Marine Corps based on the need to maintain the free flow of traffic to Camp Pendleton and Navy facilities in San Diego County, thus making it a national security improvement. Phase II is in the public interest and necessity, will alleviate congestion, and improve traffic circulation.

D. Phase II involves the cooperation between Temecula, State of California, acting by and through its Department of Transportation (“Caltrans”), Riverside County Transportation Commission, and Murrieta.

E. Temecula and Caltrans entered into that certain District Agreement No. 08-1217, a Design Cooperative Agreement, on September 16, 2003. District Agreement No. 08-1217, which defined the terms and conditions for Temecula’s design of the Project (Project Number 02-11), was approved by Temecula on September 16, 2003 pursuant to Resolution No. 03-122.

F. Caltrans and Temecula entered into an Amendment to Agreement No. 08-1217 A/1, which extended the termination date of District Agreement No. 08-1217 to December 31, 2015, was approved by Temecula on May 27, 2008 pursuant to Resolution No. 08-43.

G. Caltrans and Temecula entered into District Agreement No. 08-1508, a Cooperative Agreement, on January 4, 2012 regarding the construction of Phase I of the Project (Project Number 07-04). District Agreement No. 08-1508 was approved by Temecula on December 13, 2011 pursuant to Resolution No. 11-83.

H. Caltrans and Temecula entered into District Agreement No. 08-1667, a Cooperative Agreement on June 18, 2019 regarding the design of Phase II (Project Number 16-01). District Agreement No. 08-1667 was approved by Temecula on May 28, 2019 pursuant to Resolution No. 19-30. Pursuant to Subsection 10 of the Section entitled "IMPLEMENTING AGENCY" of District Agreement No. 08-1667, Caltrans and Temecula agreed that "...[Temecula] is the IMPLEMENTING AGENCY for the RIGHT-OF-WAY." As defined in that Subsection, RIGHT-OF-WAY includes "coordination with utility owners for the protection, removal, or relocation of utilities; the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions." Pursuant to Subsection 41 of the Section entitled "RIGHT-OF-WAY" of District Agreement No. 08-1667, Caltrans and Temecula agreed that "[Temecula] will hear and adopt Resolutions of Necessity when authorized to do so by law or will work with local agencies having jurisdiction and authorized under the law to hear and adopt Resolutions of Necessity."

I. Temecula and Murrieta entered into that certain Reimbursement and Cooperative Agreement Between the City of Temecula and the City of Murrieta in Connection with Property Acquisition for the French Valley Parkway/Interstate-15 Overcrossing and Interchange Improvements Project (Project Numbers PW02-11 and PW07-04) ("Reimbursement and Cooperative Agreement"). The Reimbursement and Cooperative Agreement was approved and adopted by the City of Temecula on June 14, 2011 pursuant to City of Temecula Resolution No. 11-40. The Reimbursement and Cooperative Agreement was approved and adopted by the City of Murrieta on May 3, 2011 pursuant to City of Murrieta Resolution No. 11-2713. Pursuant to the Reimbursement and Cooperative Agreement, Temecula and Murrieta acknowledged that the construction of the Project would benefit both communities, and that both communities have a mutual interest in the Project to improve traffic and promote safety for the general public. It also established the reimbursement by Temecula to Murrieta for the costs incurred by Murrieta in connection with professional right-of-way services and acquisitions needed for the construction of Phase I of the Project.

J. Temecula and Murrieta hereby enter into this Agreement to set forth their agreement to cooperate on right-of-way issues in connection with Phase II. Public agencies may jointly exercise any power common to them pursuant to Government Code Section 6502 and Code of Civil Procedure Section 1240.140(b). Government Code Section 6502 provides that "[i]f authorized by their legislative or governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties". California Code of Civil Procedure Section 1240.140(b) provides that "[t]wo or more public agencies may enter into an agreement for the joint exercise of their respective powers of eminent domain, whether or not possessed in common, for the acquisition of property as a single parcel."

K. Temecula and Murrieta acknowledge that each City may exercise the power of eminent domain to acquire real property for a public use if it meets all legal requirements, including the payment of just compensation to the owner or into the court for the benefit of the owner. (California Constitution, art. I, sec. 19). The acquisition of private property for public street/highway purposes, and all uses necessary or convenient thereto in connection with the proposed construction of Phase II is a public use.

L. Phase II will require the acquisition of certain real property interests from properties located in Temecula and Murrieta, including portions of several properties in fee for right-of-way/freeway purposes, permanent footing easements, and temporary construction easements to facilitate the construction of Phase II. Phase II will also require the acquisition and/or relocation of certain billboards.

NOW THEREFORE, in consideration of the above Recitals, the mutual covenants and conditions contained herein, and to accomplish the intent of the Parties, the Parties hereby agree as follows:

AGREEMENT

1. **Acquisition of Real Property Interests for Phase II is a Public Use.** The Parties acknowledge that each City may exercise the power of eminent domain to acquire real property for a public use if each City meets all legal requirements, including the payment of just compensation to the owner or into the court for the benefit of the owner. (California Constitution, art. I, sec. 19). The acquisition of private property for public street/highway purposes, and all uses necessary or convenient thereto in connection with the proposed construction of Phase II is a public use, and is authorized by Section 19 of Article 1 of the California Constitution, California Government Code Sections 37350, 37350.5, 37351, 40401, and 40404, California Code of Civil Procedure Section 1230.010 *et seq.* (Eminent Domain Law), including, but not limited to Sections 1240.010, 1240.020, 1240.050, 1240.110, 1240.120, 1240.140, 1240.510, 1240.610, 1240.650, and other provisions of law.

a. Phase II will require the acquisition of certain real property interests from properties located in Temecula and Murrieta, including portions of several properties in fee for right-of-way/freeway purposes, permanent footing easements, and temporary construction easements to facilitate the construction of Phase II. Phase II will also require the acquisition and/or relocation of certain billboards. The real property interests from properties located in Murrieta that are necessary for Phase II are roughly described on Exhibit "A" attached hereto and incorporated herein by this reference.

b. The Parties acknowledge that pursuant to District Agreement No. 08-1667, Temecula is designated as the "IMPLEMENTING AGENCY" for right of way. Under said Agreement, Temecula is responsible for acquisition of the necessary real property interests for Phase II.

2. **Cooperation of Parties and Consent to Acquisition of Property Interests Within Boundaries of City of Murrieta.** The Parties agree that a joint approach is beneficial to

the timely delivery of Phase II, and agree to cooperate and coordinate their efforts to the extent practicable in connection with the acquisition of the necessary right of way for Phase II.

a. Temecula and Murrieta agree that pursuant to Government Code Section 6502 and Code of Civil Procedure Section 1240.140(b), the parties may jointly exercise any power common to them. Both Temecula and Murrieta are authorized to acquire real property interests by eminent domain for public street/highway purposes. Temecula is the Implementing Agency for right-of-way acquisition pursuant to District Agreement No. 08-1667. Accordingly, Murrieta consents to the City of Temecula's acquisition of property interests located within the boundaries of the City of Murrieta, including Temecula's acquisition of necessary property interests by eminent domain, if necessary. Temecula will acquire any necessary property interests for Phase II in accordance with Government Code Section 7260 *et seq.*, and the Eminent Domain Law, Code of Civil Procedure Section 1230.010 *et seq.*, and other provisions of law.

b. The Parties hereby agree that the acquisition of the necessary real property interests required for Phase II is a matter of urgency of extreme expediency or necessity and manifestly desirable to alleviate congestion and improve traffic circulation in Southwest Riverside County.

c. Murrieta also consents to Temecula's conveyance of any portions of the necessary real property interests required for Phase II to Caltrans in accordance with the terms of District Agreement No. 08-1667.

d. Temecula agrees to keep Murrieta informed regarding the status of the proposed acquisitions of the property interests from properties located in Murrieta that are necessary for Phase II. Temecula Public Works Staff will provide status updates to Murrieta Public Works Staff regarding the status of the appraisals, offers, and negotiations for said property interests. Temecula Public Works Staff will also notify Murrieta Public Works Staff prior to sending any notices to owners pursuant to Code of Civil Procedure Section 1245.235 regarding Temecula's intent to schedule a hearing for the consideration by the City Council of the City of Temecula to consider the adoption of Resolutions of Necessity to authorize the acquisition of the necessary property interests by eminent domain. If any eminent domain proceedings for the acquisition of necessary property interests from properties located in Murrieta are filed, Temecula Public Works Staff will provide updates to Murrieta Public Works Staff regarding any negotiated settlement, hearings, mediations, and/or trial.

3. **Term.** This Cooperative Agreement is effective when it is fully executed by the Parties and shall continue in full force and effect until Temecula has acquired the necessary real property interests for Phase II.

4. **Notices.** All notices and demands will be given in writing by certified or registered mail, postage prepaid, and return receipt requested, or by overnight carrier. Notices will be considered given upon the earlier of (a) two business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (b) one business day following deposit with an overnight carrier service. The Parties will address such notices as provided below or as may be amended by written notice:

Temecula: City of Temecula
41000 Main Street
Temecula, California 92590
Attention: Aaron Adams, City Manager

Copy to: Richards, Watson & Gershon
Attention: Peter M. Thorson, City Attorney
350 South Grand Avenue, 37th Floor
Los Angeles, California 90071

Murrieta: City of Murrieta
1 Town Square
Murrieta, California 92562
Attention: Kim Summers, City Manager

Copy to: _____

5. **Miscellaneous.**

a. *Applicable Law.* This Agreement will be construed and interpreted under, and governed and enforced according to the laws of the State of California.

b. *Entire Agreement.* This Agreement contains the entire agreement between the Parties regarding Phase II with respect to the matters provided for herein. No modifications or amendments shall be valid unless made in writing and executed by both Parties, and no oral understanding or agreement not incorporated herein shall be binding on the Parties.

c. *Counterparts and Facsimile and Electronic Signatures.* This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. For purposes of this Agreement, facsimile and electronic signatures will be deemed to be original signatures.

d. *Remedies Not Exclusive and Waivers.* No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy will be cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies will not constitute a waiver of the right to pursue other available remedies.

e. *Interpretation and Construction.* Each of the Parties has reviewed this Agreement and each has had the opportunity to have its respective counsel review and revise this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in the interpretation of this Agreement or any amendments or Exhibits thereto. The Recitals and captions of the Sections and Subsections of this Agreement are for convenience and reference only, and the words contained therein will in no way be held to explain,

modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

f. *Severability.* If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

g. *Exhibits.* The Exhibits attached hereto are incorporated in this Agreement by reference herein.

**CITY OF TEMECULA,
a municipal corporation**

Date: _____

By: _____
Aaron Adams, City Manager

Attest:

Randi Johl, City Clerk

Approved as to Form:

Peter M. Thorson, City Attorney

**CITY OF MURRIETA,
a municipal corporation**

Date: _____

By: _____
Scott Vinton, Mayor

Attest:

Cristal McDonald, City Clerk

Approved as to Form:

Leslie Devaney, City Attorney

Exhibit "A"

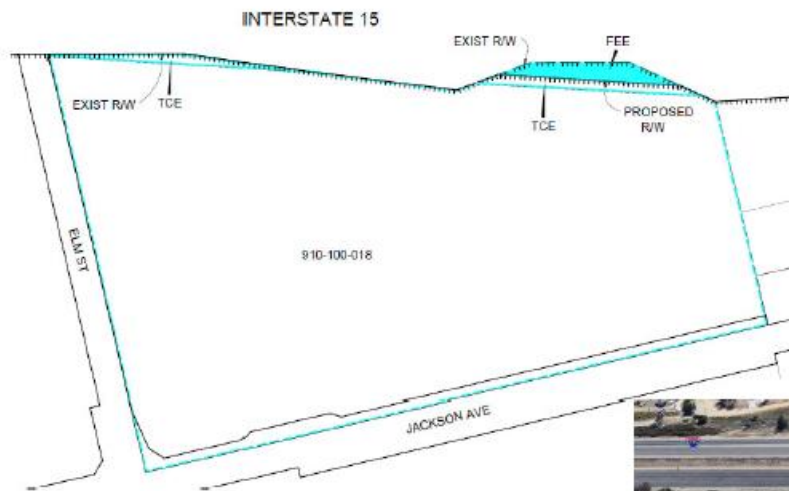
Rough Depiction of Property Interests Required from Properties Located in Murrieta

French Valley Parkway/I-15 Improvements – Phase II



★ LOCATION OF PROPERTIES

French Valley Parkway/I-15 Improvements – Phase II



PARCEL: LP4

OWNER: Lillian E. Stephens and
Judith A. Blake

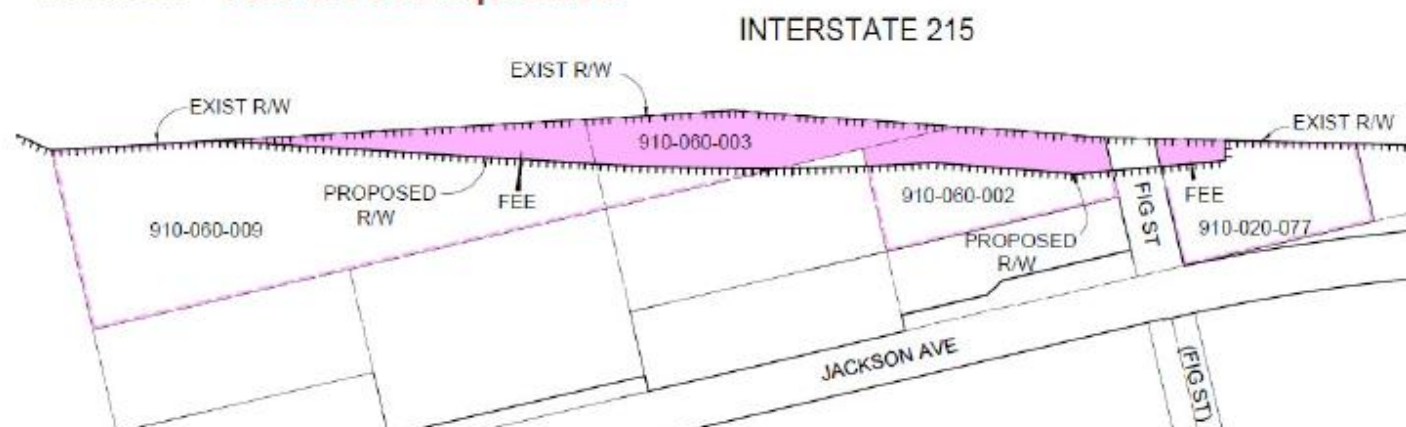
IMPACT: Partial Fee Acquisition,
Temporary Construction
Easements



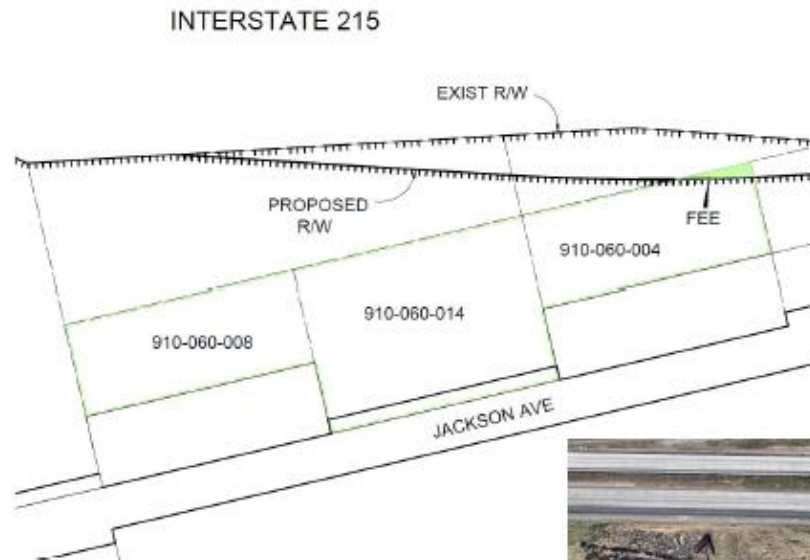
French Valley Parkway/I-15 Improvements – Phase II

PARCEL: LP5 **OWNER:** Larchmont Park, LLC

IMPACT: Partial Fee Acquisition



French Valley Parkway/I-15 Improvements – Phase II



PARCEL: LP6

OWNER: Evan and David Tiss

IMPACT: Partial Fee Acquisition

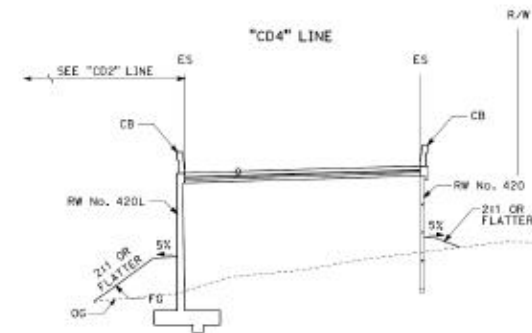
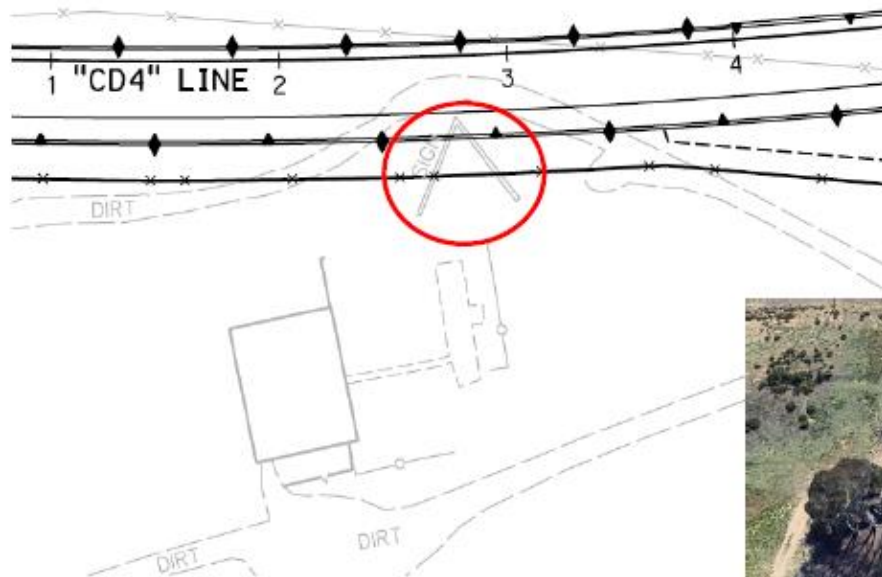


French Valley Parkway/I-15 Improvements – Phase II

PARCEL: LP5 & LP6

OWNER: Larchmont Park, LLC & Evan and David Tiss

IMPACT: 2 Billboards owned by Lamar



"CD4" 434+47.57 TO "CD4" 446+78
NB ROUTE 15 CONNECTOR

