



San Bernardino Associated Governments

1170 W. 3rd Street, San Bernardino, CA 92410
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Web: www.sanbag.ca.gov



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- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
-

AGENDA

Mountain/Desert Committee

July 20, 2012

9:00 a.m.

Location

**Town of Apple Valley
14975 Dale Evans Parkway
Apple Valley, CA**

Mountain/Desert Committee Membership

Chair

*Julie McIntyre, Mayor Pro Tem
City of Barstow*

*Bill Jahn, Mayor
City of Big Bear Lake*

*George Huntington, Council Member
Town of Yucca Valley*

Vice Chair

*Ed Paget, Mayor
City of Needles*

*Mike Leonard, Council Member
City of Hesperia*

*Brad Mitzelfelt
Board of Supervisors*

*Cari Thomas, Mayor
City of Adelanto*

*Jim Harris, Council Member
City of Twentynine Palms*

*Neil Derry
Board of Supervisors*

*Rick Roelle, Council Member
Town of Apple Valley*

*Ryan McEachron, Mayor
City of Victorville*

*Janice Rutherford
Board of Supervisors*

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

*As a **Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

**San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
Service Authority for Freeway Emergencies
County Congestion Management Agency**

AGENDA

Mountain/Desert Committee

**July 20, 2012
9:00 a.m.**

Location

**Town of Apple Valley
14975 Dale Evans Parkway
Apple Valley, CA**

CALL TO ORDER:

(Meeting Chaired by: Julie McIntyre)

- I. Pledge of Allegiance
- II. Attendance:
- III. Announcements:
- IV. Agenda Notices/Modifications – Diane Greve

Notes/Actions

- 1. **Possible Conflict of Interest Issues for the Mountain/Desert Committee Meeting of July 20, 2012.** Pg. 10

Note agenda item contractors, subcontractors and agents, which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by member request.

- 2. **Attendance Register** Pg. 14

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

Discussion Items

Project Development

3. **Lenwood Road Grade Separation Project – Set Date for Hearing to Consider Resolutions of Necessity** Pg. 16

That the Committee recommend the Board, acting as the County Transportation Commission, set the date and time of September 5, 2012 at 9:30 a.m. for a hearing to consider Resolutions of Necessity for properties required for the Lenwood Road Grade Separation project in the City of Barstow and the County of San Bernardino. The Property owners are: William and June Divine, Stanley Siegal, Louis and Thelma Press, The Pamela L. Jarman Living Trust, Michael and Hillary Gilson, Wilbur and Elaine Gassaway, Carroll Fulmer Management Co., Clayton and Janice Carmean, Albert and Rita Vogler, and Mark Rodarte. **Garry Cohoe**

4. **Right-of-Way Appraisals and Acquisitions for the Interstate 15/Interstate 215(I-15/I-215) Devore Interchange Reconstruction Project** Pg. 19

That the Committee recommend the Board

1. Approve appraisals and just compensation on properties needed for the I-15/ I-215 Devore Interchange Reconstruction Project listed in Attachment "A" ("Properties") of this agenda item, copies of which are on file with the Director of Project Delivery.

2. Authorize acquisition of the Properties in a not-to-exceed aggregate total of \$9,930,000 increasing the total allowance for property acquisitions for the project to \$14,540,000.

3. Authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements for the Properties with the Property Owners, consistent with the procedure set out in SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507). Property owners: Tom and Laura Gwin; Damron Family Trust; Terry Lloyd; William and Joyce Rosier; Merced Tarin; Donald Gillespie; Sean and Iris Lee; Jeffrey Grange; Larry and Adele Eckrote; Dennis and Judy Bathurst; Henry and Ileana Oliver; Mary Larriba and Thelma Dulin; Robert Cirrito; Denno and Shatha Jerjis; City of San Bernardino; San Bernardino County Flood Control; Branden Wood; Carlos and Jesusa Benedicto; ACF Disposition LLC (Alliance Bank Capital Funding, LLC); Modesto Gudino; Federal National Mortgage Association; Carol Sigman Family Trust; Paul and Wendy Cannan; Deland Inc.; Antchango, Dominique & Aguerre Family Trust (Basque Farm Ltd.); Town Square M Properties LLC; Russell Thompson; Leonard Sigdestad; Southern California Gas Co.; Carlos and Reina Coronado; Ron Toth; Lit Industrial Limited Partnership; Gene Wood; General Telephone Company of California; Stacy Marie Wendler; United States Forest Service; and Victor Kardos. **Garry Cohoe**

Comments from Committee Members

Brief Comments from Committee Members -

Public Comment

Brief Comments by the General Public -

Additional Information

Acronym List

Pg. 44

Complete packages of this agenda are available for public review at the SANBAG offices. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

ADJOURNMENT:

Next Mountain Desert Committee Meeting – Friday, August 17, 2012

Meeting Procedures and Rules of Conduct

Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

Closed Session Agenda Items – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

**SANBAG General Practices for Conducting Meetings
of
Board of Directors and Policy Committees**

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

The Vote as specified in the SANBAG Bylaws.

- Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

Amendment or Substitute Motion.

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he would like to amend his motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

Call for the Question.

- At times, a member of the Board/Committee may “Call for the Question.”
- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair’s discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

The Chair.

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Board/Committee Chair.

Courtesy and Decorum.

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

Adopted By SANBAG Board of Directors January 2008



- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM 1

Date: July 20, 2012

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
	APN# 0348-141-06	Property Owners: Tom and Laura Gwin	None
	0348-141-04 0348-141-05	Damron Family Trust 01/11/02	
	0348-141-01 0348-141-02 0348-141-03	Terry Lloyd	

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	<p><i>Approved</i> Mountain/Desert Committee</p> <p><i>Date: July 20, 2012</i></p> <p><i>Moved:</i> <i>Second:</i></p> <p><i>In Favor:</i> <i>Opposed:</i> <i>Abstained:</i></p> <p><i>Witnessed:</i> _____</p>
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COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.
 MDC1207z-dab

	0348-132-24 0348-132-25	Joyce I. and William R. Rosier	
	0348-132-16	Merced C. Tarin	
	0348-132-29	Donald Gillespie	
	0348-132-09	Sean S. and Iris S. Lee	
	0348-132-05	Jeffrey T. Grange	
	0348-132-03 0348-132-04	Larry and Adele Eckrote	
	0348-131-03 0348-131-06	Dennis E. and Judy M Bathurst	
	0348-131-07	Henry Olivier and Ileana V. Oliver	
	0349-169-04 0349-169-06 0349-169-07 0349-169-08	Mary R. Larriba and Thelma Dulin	
	0349-154-03 0349-154-12	Robert Cirrito	
	0349-174-02	Denno Jerjis J. and Shatha J.	
	0349-174-10	City of San Bernardino	
	0349-174-04	San Bernardino Co. Flood Control	
	0349-174-09	San Bernardino Co. Flood Control	
	0349-172-01	Branden E. Wood	
	0349-173-19 0349-173-20	Benedicto Carlos and Jesusa	
	0349-166-11	Acf Disposition LLC (Alliance Bank Capital Funding, LLC)	
	0349-152-18 0349-152-19	Modesto Gudion	

	0349-152-13	Federal National Mortgage Assoc.	
	0349-143-34	Sigman Carol Family Trust	
	0349-143-30	Cannan Paul A. and Wendy L.	
	0349-141-31	Deland Inc.	
	0349-141-01	Antchango, Dominique and Aquerre Family Trust (Basque Farms, Ltd.)	
	0349-141-13		
	0349-141-22		
	0349-112-44	Twon Square M Properties LLC	
	0349-112-19	Russell Thompson	
	0349-144-02	San Bernardino Co. Flood Control	
	0349-115-01	Leonard A. Sigdestad	
	0349-062-48	Southern California Gas Company	
	0349-062-39	City of San Bernardino	
	0349-152-06	Coronado Carlos and Reina	
	0349-154-13	Ron Toth	
	0348-151-25	Lit Industrial Limited Partnership	
	0349-182-10	Gene E. Wood	
	0349-182-09	General Telephon Co. of California	
	0349-173-32	Stacy Marie Wendler	
	0349-173-29	City of San Bernardino	
	0349-102-01	United States Forest Service	
	0349-062-35		
	0349-062-03	United States Forest Service	
	0349-102-12	United States Forest Service	

	0349-173-19 0349-173-20 0349-171-01 0349-171-02 0349-171-03	Victor J. Kardos	
	APN# 0422-011-05 0422-011-06 0422-011-12 0421-181-10 0497-142-26 0497-131-59 0421-172-12 0422-043-30	Property Owners: William A. Divine and June F. Divine (Trustees of the Divine Family Trust) Stanely B. Siegal, Louis Press and Thelma Press, Pamela L. Jarman Living Trust, Michael Kenneth Gilson and Hillary Sue Rodman Gilson Wibur Walter Gassaway and Elaine Frances Gassaway Carroll Fulmer Management Co. Clayton A. Carmean and Janice J. Carmean, and Albert H. Vogler and Rita K. Vogler Mark Rodarte	None

Financial Impact: This item has no direct impact on the SANBAG budget.

Reviewed By: This item is prepared monthly for review by SANBAG Board and Committee members.

**AGENDA ITEM #2
MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD - 2012**

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Cari Thomas + City of Adelanto	X	X	X	X	X	X						
Rick Roelle Town of Apple Valley		X			X							
Julie McIntyre City of Barstow	X	X			X	X						
Bill Jahn City of Big Bear Lake	X	X	X	X		X						
Mike Leonard City of Hesperia	X	X	X	X		X						
Ed Paget City of Needles	X	X	X	X	X	X						
Jim Harris City of Twentynine Palms	X	X	X	X	X	X						
Ryan McEachron City of Victorville	X	X	X	X	X							
George Huntington Town of Yucca Valley	X		X	X	X	X						
Brad Mitzelfelt County of San Bernardino		X				X						
Janice Rutherford County of San Bernardino		X										
Neil Derry County of San Bernardino	X	X	X	X								

*Non-voting City Representative attended **The Mountain/Desert Committee did not meet *** New SANBAG Board Member
+ Measure I Committee representative X* Alternate Attended

X = Member attended meeting.
MDCatt12.doc

Empty box = Member did not attend meeting

Crossed out box = Not a Board Member at the time.

**AGENDA ITEM #2
MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD – 2011**

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Cari Thomas ***+ City of Adelanto	**	X	X	X	X	X	X	X	X	X	X	X
Rick Roelle Town of Apple Valley	**	X	X	X*	X	X	X	X	X	X		X
Julie McIntyre City of Barstow	**	X	X	X	X		X	X	X	X	X	X
Bill Jahn City of Big Bear Lake	**	X	X	X	X	X	X	X	X	X		
Mike Leonard City of Hesperia	**	X	X	X	X	X				X*	X	X
Ed Paget *** City of Needles	**	X	X	X	X	X	X	X	X	X	X	X
Jim Harris City of Twentynine Palms	**	X	X	X	X	X	X	X	X	X	X	X
Ryan McEachron City of Victorville	**	X	X	X	X	X*	X	X	X	X	X	X
George Huntington *** Town of Yucca Valley	***	X	X	X	X	X	X	X	X	X	X	X
Brad Mitzelfelt County of San Bernardino	**		X	X	X	X		X	X	X	X	X
Janice Rutherford*** County of San Bernardino												
Neil Derry County of San Bernardino <i>(Self Suspension-5/3/2011)</i>	**	X	X	X	Self Suspension 5/3/11							

**Non-voting City Representative attended
+ Measure I Committee representative
***The Mountain/Desert Committee did not meet
x* Alternate Attended
**** New SANBAG Board Member

X = Member attended meeting.
MDCatt11.doc
Empty box = Member did not attend meeting
Crossed out box = Not a Board Member at the time.
Page 1 of 1



- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 3

Date: July 20, 2012

Subject: Lenwood Road Grade Separation Project – Set Date for Hearing to Consider Resolutions of Necessity

Recommendation:* That the Committee recommend the Board, acting as the County Transportation Commission, set the date and time of September 5, 2012 at 9:30 a.m. for a hearing to consider Resolutions of Necessity for properties required for the Lenwood Road Grade Separation project in the City of Barstow and the County of San Bernardino. The Property owners are: William and June Divine, Stanley Siegal, Louis and Thelma Press, the Pamela L. Jarman Living Trust, Michael and Hillary Gilson, Wilbur and Elaine Gassaway, Carroll Fulmer Management Co., Clayton and Janice Carmean, Albert and Rita Vogler, and Mark Rodarte.

Background: SANBAG has made steady progress towards the start of construction on the Lenwood Road Grade Separation. 100% Plans, Specifications, and Estimates will be submitted for final review and approval by the date of this Committee meeting. One of the remaining critical path items is right-of-way acquisition. The SANBAG Board has approved appraisals and authorized offers for properties required for the grade separation project. While SANBAG’s right-of-way agent, Epic Land Solutions, Inc., continues to negotiate with property owners of the subject parcels, it is unlikely that all parcels will be acquired through a negotiated sale. The alternative to a negotiated sale is acquiring the property through eminent domain which requires a prescribed process.

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*Approved
 Mountain/Desert Committee*

Date: July 20, 2012

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	
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Check all that apply.

MDC0712a-bmf

Attachment: MDC0712a1-bmf

The first step in the eminent domain process is setting a hearing date and time for the consideration of the Resolution of Necessity for the parcels not acquired through negotiated sale. While this action is embarking on the first step of the eminent domain process, the right-of-way agents will continue to negotiate with the property owners in an effort to acquire the property voluntarily and avoid eminent domain.

The project property acquisitions are summarized in Attachment "A" and include fee takes, and permanent and temporary construction easements. Staff does anticipate there will be a need for a second hearing date for the acquisition of additional properties in November 2012. Staff is recommending that the Committee move this item forward to the SANBAG Board of Directors.

Financial Impact: This item imposes no financial impact.

Reviewed By: SANBAG General Counsel and Contract Administrator have reviewed this item in draft.

Responsible Staff: Garry Cohoe, Director of Project Delivery

**LENWOOD ROAD GRADE SEPARATION PROJECT
PROPERTY ACQUISITIONS FOR HEARING RESOLUTIONS OF NECESSITY**

APN	NAME	TITLE OWNER	TYPE
0422-011-05, 06, 12	DIVINE	WILLIAM A. DIVINE AND JUNE F. DIVINE, TRUSTEES OF THE DIVINE FAMILY TRUST DATED JANUARY 31, 1991	FULL TAKE
0421-181-10	GILSON	STANLEY B. SIEGAL, A SINGLE MAN, AS TO AN UNDIVIDED 25% INTEREST; LOUIS PRESS AND THELMA PRESS, TRUSTEES OF THE LOUIS AND THELMA PRESS TRUST UNDER TRUST AGREEMENT DATED FEBRUARY 16, 1989, AS TO AN UNDIVIDED 37.5% INTEREST; THE PAMELA L. JARMAN LIVING TRUST U/D/T DATED MARCH 12, 2007, PAMELA L. JARMON TRUSTOR AND TRUSTEE, AS TO AN UNDIVIDED 18.75% INTEREST; AND MICHAEL KENNETH GILSON AND HILLARY SUE RODMAN GILSON, AS TRUSTEES OF THE MICHAEL & HILLARY GILSON TRUST (SP-W), DATED AUGUST 20, 2010, AS TO AN UNDIVIDED 18.75% INTEREST	EASEMENT
0497-142-26	GASSAWAY	WILBUR WALTER GASSAWAY AND ELAINE FRANCES GASSAWAY, TRUSTEE(S) OF THE WILBUR WALTER AND ELAINE FRANCES GASSAWAY TRUST DATED 9-30-98	EASEMENT, PARTIAL TAKE, TEMPORARY CONSTRUCTION EASEMENT
0497-131-59	FULMER	CARROLL FULMER MANAGEMENT CO., INC., A FLORIDA CORPORATION	EASEMENT, PARTIAL TAKE, TEMPORARY CONSTRUCTION EASEMENT
0421-172-12	CARMEAN AND VOGLER	CLAYTON A. CARMEAN & JANICE J. CARMEAN AND ALBERT H. VOGLER & RITA K. VOGLER, AS TENANCY IN COMMON	TEMPORARY CONSTRUCTION EASEMENT
0422-043-30	RODARTE	MARK RODARTE, AN UNMARRIED MAN	FULL TAKE



- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 4

Date: July 20, 2012

Subject: Right-of-Way Appraisals and Acquisitions for the Interstate 15/Interstate 215(I-15/I-215) Devore Interchange Reconstruction Project

Recommendation:* That the Committee recommend the Board:

1. Approve appraisals and just compensation on properties needed for the I-15/I-215 Devore Interchange Reconstruction Project listed in Attachment "A" ("Properties") of this agenda item, copies of which are on file with the Director of Project Delivery.
2. Authorize acquisition of the Properties in a not-to-exceed aggregate total of \$9,930,000 increasing the total allowance for property acquisitions for the project to \$14,540,000.
3. Authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements for the Properties with the Property Owners, consistent with the procedure set out in SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507). Property owners: Tom and Laura Gwin; Damron Family Trust; Terry Lloyd; William and Joyce Rosier; Merced Tarin; Donald Gillespie; Sean and Iris Lee; Jeffrey Grange; Larry and Adele Eckrote; Dennis and Judy Bathurst; Henry and Ileana Oliver; Mary Larriba and Thelma Dulin; Robert Cirrito; Denno and Shatha Jerjis; City of San Bernardino; San Bernardino County Flood Control; Branden Wood; Carlos and Jesusa Benedicto; ACF Disposition LLC (Alliance Bank Capital Funding,

*

	<p><i>Approved</i> <i>Mountain Desert Committee</i></p> <p>Date: <u>July 20, 2012</u></p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.
 MDC1207b-das
 Attachments: MDC1207b1-das; MDC1207b2-das

LLC); Modesto Gudino; Federal National Mortgage Association; Carol Sigman Family Trust; Paul and Wendy Cannan; Deland Inc.; Antchango, Dominique & Aguerre Family Trust (Basque Farm Ltd.); Town Square M Properties LLC; Russell Thompson; Leonard Sigdestad; Southern California Gas Co.; Carlos and Reina Coronado; Ron Toth; Lit Industrial Limited Partnership; Gene Wood; General Telephone Company of California; Stacy Marie Wendler; United States Forest Service; and Victor Kardos.

Background:

SANBAG, in conjunction with Caltrans is proceeding with the right of way phase of the I-15/I-215 Devore Interchange Reconstruction Project (Devore Interchange Project). Cooperative Agreement No. C11103 with Caltrans was approved for this phase of the project at the June 1, 2011 Board meeting and was amended at the March 7, 2012 Board meeting. In this agreement SANBAG is designated as the implementing agency for the appraisal, acquisition, and management of the right-of-way properties needed for this important design-build project. The approved agreement commits up to \$50,353,825 in Measure I 2010-2040 Cajon Pass funds for the acquisition of right-of-way, utility relocations, Caltrans right-of-way engineering and condemnation work, and mitigation expenses. At the June 6, 2012 SANBAG Board meeting, the Board approved appraisals and authorized making offers on 15 parcels for an aggregate not-to-exceed amount of \$3,000,000 and at the July 11, 2012 SANBAG Board meeting, the Board approved appraisals and authorized making offers on an additional 31 parcels for an aggregate not-to-exceed \$1,610,000.

Recommendation 1: SANBAG's right-of-way consultant, Overland, Pacific and Cutler (OPC) Services, has completed appraisals of an additional 62 parcels. The balance of the appraisals are anticipated to be completed next month and submitted for approval then. The 62 parcels are summarized in Attachment "A" and include fee takes and temporary construction easements with a total estimated value of \$9,930,000. The estimated cost includes the property acquisition costs, Relocation Assistance Program (RAP) costs for displaced property owners and their personal property, demolition costs, and a contingency of approximately 20%. SANBAG is required by Federal and State law to provide relocation assistance to displacees. The estimated cost also includes demolition that is required to clear the property of existing improvements on the acquired right-of-way. Copies of these appraisals are on file with the Director of Project Delivery. These appraisals have been reviewed by a senior appraiser and by SANBAG's independent right-of-way advisor for compliance with necessary processes and meeting fair compensation requirements. In addition, Caltrans has reviewed and approved these appraisals. Staff recommends approval of these appraisals.

Recommendation 2: Staff requests that the Board authorize proceeding with offers of acquisition for all properties identified in Attachment "A" for an aggregate amount of \$9,930,000. The addition of the funds for these properties

increases the total authorized amount for property acquisition for this project to \$14,540,000.

The Board should be aware that while condemnation actions for these properties is a last resort and SANBAG's consultant will go to every possible extent to avoid such actions, there is a potential that these properties may need to be acquired through eminent domain proceedings. Per the cooperative agreement, all resolution of necessity hearings will be coordinated by Caltrans through the California Transportation Commission (CTC). Staff recommends approval of this recommendation.

Recommendation 3: Acquisition of these properties in a timely manner is critical to maintaining the planned construction schedule for the project. To assist in maintaining the schedule, staff is recommending that the Board authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements, similar to the procedure used pursuant to SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507). This Board-approved policy establishes a standard administrative process for acquisition of right-of-way whereby the Executive Director is authorized to pursue acquisitions utilizing certain factors, such as an available appraisal, the inexact nature of the process by which just compensation is determined through legal processes, and the impact of such acquisitions through voluntary settlement on the project-wide perspective, including, e.g., project deadlines and funding issues. This process is appropriate for the acquisition of the 62 properties identified herein. A standard agreement and easement format (see attached) that is consistent with Caltrans format will be used for these acquisitions. The final documents will be reviewed by SANBAG's right-of-way legal consultant for form prior to presenting to the Executive Director for signature. Pursuant to the cooperative agreement the property will be acquired in Caltrans' name.

Financial Impact: This item is consistent with the SANBAG fiscal year 2012/2013 budget. Task No. 0880.

Reviewed By: This item was also be reviewed by the Major Projects Committee on July 19, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item in draft.

Responsible Staff: Garry Cohoe, Director of Project Delivery

**I-15/I215 Interchange Improvements Project
Property Acquisitions**

CPN	APN	Owner	Type
22481	0348-141-06	Tom & Laura Gwin	Part-Take
22482	0348-141-04 0348-141-05	Damron Family Tr 01/11/02	Part-Take
22483	0348-141-01 0348-141-02 0348-141-03	Terry Lloyd	Part-Take Temporary Construction Easement
22484	0348-132-24 0348-132-25	Joyce I. & William R. Rosier	Part-Take Temporary Construction Easement
22492	0348-132-16	Merced C. Tarin	Part-Take Temporary Construction Easement
22497	0348-132-29	Donald Gillespie	Part-Take Temporary Construction Easement
22498	0348-132-09	Sean S. & Iris S. Lee	Part-Take Temporary Construction Easement
22502	0348-132-05	Jeffrey T. Grange	Part-Take Temporary Construction Easement
22504	0348-132-03 0348-132-04	Larry & Adele Eckrote	Part-Take Temporary Construction Easement
22507	0348-131-03 0348-131-06	Dennis E. & Judy M. Bathurst	Part-Take Access Temporary Construction Easement
22508	0348-131-07	Henry Olivier & Ileana V. Oliver	Full-Take
22512	0349-169-04 0349-169-06 0349-169-07 0349-169-08	Mary R. Larriba & Thelma Dulin	Part-Take
22513	0349-154-03 0349-154-12	Robert Cirrito	Full-Take
22515	0349-174-02	Denno Jerjis J & Shatha J	Part-Take
22516	0349-174-10	City Of San Bernardino	Part-Take
22519	0349-174-04	San Bernardino Co Flood Control	SB Flood Control
22520	0349-174-09	San Bernardino Co Flood Control	SB Flood Control
22522	0349-172-01	Branden E. Wood	Full-Take
22528	0349-173-19 0349-173-20	Benedicto Carlos & Jesusa	Part-Take
22529	0349-166-11	Acf Disposition Llc (Alliance Bank Capital Funding, Llc)	Part-Take
22530	0349-152-18 0349-152-19	Modesto Gudino	Part-Take
22532	0349-152-13	Federal National Mortgage Association	Full-Take
22537	0349-143-34	Sigman Carol Family Trust	Full-Take
22538	0349-143-30	Cannan Paul A & Wendy L	Part-Take Temporary Construction Easement
22540	0349-141-31	Deland Inc.	Part-Take Temporary Construction Easement

**I-15/I215 Interchange Improvements Project
Property Acquisitions**

CPN	APN	Owner	Type
22541	0349-141-01 0349-141-13 0349-141-22	Antchango, Dominique & Aquerre Family Trust (Basque Farms Ltd,)	Part-Take
22542	0349-112-44	Town Square M Properties Llc	Part-Take Utility Easement Temporary Construction Easement
22543	0349-112-19	Russell Thompson	Full-Take
22547	0349-144-02	San Bernardino Co Flood Control	Part-Take
22548	0349-115-01	Leonard A. Sigdestad	Part-Take
22607	0349-062-48	Southern Calif Gas Co	Part-Take
22608	0349-062-39	City Of San Bernardino	Part-Take
22653	0349-152-06	Coronado Carlos & Reina	Full-Take
22654	0349-154-13	Ron Toth	Part-Take
22655	0348-151-25	Lit Industrial Limited Partnership	Access
22656	0349-182-10	Gene E. Wood	Access
22657	0349-182-09	General Telephone Co Of California	Access
22658	0349-173-32	Stacy Marie Wendler	Temporary Construction Easement
22659	0349-173-29	City Of San Bernardino	Part-Take
22663	0349-102-01 0349-062-35	United States Forest Service	Part-Take
22664	0349-062-03	United States Forest Service	Part-Take
22666	0349-102-12	United States Forest Service	Part-Take
22523 & 22526	0349-173-19 0349-173-20 0349-171-01 0349-171-02 0349-171-03	Victor J Kardos	Full Take

PROJECT:
APN:
Caltrans No.:
Federal ID No.:

AGREEMENT FOR ACQUISITION OF REAL PROPERTY

Title Company _____

Escrow No: _____

Attention: _____
("Escrow Holder")

Title Order No.: _____

THIS AGREEMENT ("**Agreement**") is entered into as of this _____ day of _____, 2012 by and between the San Bernardino County Transportation Commission, a public agency of the State of California and Caltrans, _____ ("**Buyer**"), and _____ ("**Seller**") for acquisition by Buyer of certain real property described herein. The Property is being acquired in connection with a joint agency project entitled the I-15/I-215 Devore Junction/Goods Movement Improvement Project ("**Project**").

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, that certain real property ("**Property**") situated in _____, San Bernardino County, California, and legally described and depicted as follows:

SEE EXHIBIT "A-1" and "B-1" ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

The Property constitutes a portion of a larger legal lot ("**Original Parcel**") upon which improvements are located. That portion of the Original Parcel being retained by Seller (thus, the Original Parcel excluding the Property) is referred to hereafter as the "**Remainder Parcel.**"

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of _____ AND NO/100 DOLLARS (\$000,000) ("**Purchase Price**").

3. CONVEYANCE OF TITLE. Seller agrees to convey fee simple title to the Property to Caltrans by Grant Deed, in the same form as that attached hereto as Exhibit "C" ("**Grant Deed**"), free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

- (a) Non-delinquent taxes for the fiscal year in which this transaction closes.
- (b) Public utility, public alley, public street easements, and rights of way of record (except rights in any such items conveyed under this Agreement).
- (c) Items numbered _____ in the above referenced preliminary title report issued by _____ Title Company ("**Title Company**") dated as of _____.

4. TEMPORARY CONSTRUCTION EASEMENT; UTILITY EASEMENT. Buyer's acquisition from Seller may include a temporary construction easement ("**TCE**") and/or one or more easements for utilities ("**Utility Easement(s)**"). Provisions relating to a TCE and/or Utility Easement(s), if any, are set forth in Exhibit "D" attached hereto.

5. TITLE INSURANCE POLICY. Escrow Holder shall, upon closing, provide Buyer with a CLTA Standard Coverage Policy of Title Insurance ("**Title Policy**") in the amount of _____ AND NO/100 DOLLARS (\$000,000) issued by the Title Company showing the title to the Property vested in Buyer, subject only to the exceptions set forth in Section 3 of this Agreement and the printed exceptions and stipulations in said policy. Buyer will pay the title insurance premium. The Title Policy will also insure the priority of any TCE and/or Utility Easement(s). If Buyer's acquisition from Seller includes a Utility Easement, and if the Property is subject to a mortgage, deed of trust or other lien which, through foreclosure, could cause the easement to be wiped out, Seller will obtain from the holder(s) of such lien(s) subordination documentation sufficient to assure that the easement becomes senior to such lien(s).

6. ESCROW. Buyer and Seller will open an escrow with Escrow Holder by executing escrow instructions prepared by Escrow Holder implementing the terms and provisions of this Agreement. Escrow will be deemed opened on the date both parties deposit signed escrow instructions with Escrow Holder. In the event of any inconsistency between such instructions and the provisions of this Agreement, this Agreement will govern. "**Close of Escrow**" or "**Closing**" refers to the date the Grant Deed or other conveyance documents are recorded in the office of the San Bernardino County Recorder. Close of Escrow will occur _____ (____) days after it is opened.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow. No recording fee will be payable, pursuant to Government Code Section 27383. No documentary transfer tax will be payable, pursuant to Revenue & Taxation Code Section 11922. Buyer will pay the administrative/reconveyance fee or forwarding fee for the partial reconveyance of any deed of trust or mortgage affecting the Property.

8. REAL PROPERTY TAXES AND ASSESSMENTS. Buyer is a public entity and is exempt from payment of real property taxes. Seller understands that the San Bernardino County Tax Collector ("**Tax Collector**") will not accept partial payment of an installment of real property taxes due at Close of Escrow. Real property taxes and assessments will therefore not be prorated through Escrow. In the event that as of Close of Escrow any real property taxes are unpaid, Escrow Holder is instructed to pay from proceeds otherwise due Seller at Close of Escrow all real property taxes and assessments for the semi-annual period during which Closing occurs. Any property tax refund due to Seller with respect to the Property for a period following Close of Escrow will be refunded to Seller by the Tax Collector as provided in California Revenue & Taxation Code Section 5096.7. Such refund will occur outside of Escrow and Buyer and Escrow Holder will have no liability with respect thereto.

9. POSSESSION. Buyer shall be entitled to possession of the Property immediately upon Close of Escrow. If Buyer and Seller have agreed upon Seller's continued occupancy of the Property following Close of Escrow, the rights of the parties to possession of the Property will be governed by the Lease Agreement or other documentation between Buyer and Seller evidencing such continued right of occupancy.

10. FULL AND COMPLETE SETTLEMENT. Seller acknowledges that the compensation paid to Seller through this Agreement constitutes the full and complete settlement of any and all claims against Buyer, by reason of Buyer's acquisition of the Property, specifically including, but not limited to, any and all damage to the Remainder Parcel by reason of the acquisition of the Property or construction of the

Project, the value of any improvements located on the Property, severance of the Property from the Original Parcel, any claims of rental or leasehold value, any and all claims in inverse condemnation and for precondemnation damages, and any and all other claim that Seller may have, whether or not specifically mentioned here, relating directly or indirectly to the acquisition by Buyer of the Property. Seller and Buyer, and each and all of their agents, representatives, attorneys, principals, predecessors, successors, assigns, administrators, executors, heirs, and beneficiaries, hereby release the other party, and each of them, from any and all obligations, liabilities, claims, costs, expenses, demands, debts, controversies, damages, causes of action, including without limitations those relating to just compensation, damages which any of them now have, or might hereafter have by reason of any matter or thing arising out or in any way relating to acquisition of the Property by Buyer .

11. CONSTRUCTION AND CURATIVE WORK AND OTHER SPECIAL PROVISIONS. Because Buyer is acquiring only a portion of the Original Parcel, some repair and reconstruction may be necessary in order to remedy damages resulting from severance of the Property from the Original Parcel. Provisions relating to such matters as well as other special provisions (if any) relating to this transaction, are set forth in Exhibit "E"(the easement are "D") attached hereto.(would only apply in limited circumstances)

12. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, its authorized agents or contractors, the right to enter upon the Property to make necessary and reasonable inspections. RENTAL AND LEASEHOLD INTEREST. Seller warrants that there are no third parties in possession of any portion of the Property as lessees, tenants at sufferance, trespassers, or invitees, and that there are no oral or written recorded or UNRECORDED LEASES OR OTHER AGREEMENTS concerning all or any portion of the Property exceeding a period of one month. Seller further agrees to hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses occasioned by reason of any lease of the Property held by any tenant of Seller for a period exceeding one month, EXCEPT: None.

13. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

(a) To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

(b) To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements on the Property encroach on other properties.

(c) Until the Closing, Seller shall not do anything which would impair Seller's title to the Property.

(d) Until the Closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Agreement not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

(e) Seller, at the time of execution of this Agreement, is the lawful owner of and has good title to the Property and is authorized to enter into and perform this Agreement.

14. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property has used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from,

the Property. The term "Hazardous Material" shall mean any substances or materials so defined by any state, federal or local statute, ordinance, rule or regulation including (without limitation) any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious substances or materials. To the best of Seller's knowledge, the Property complies with all applicable laws and governmental regulations relating to Hazardous Materials.

15. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act following Close of Escrow.

16. MEMORANDUM. Buyer and Seller will execute and Escrow Holder will record at Closing a Memorandum of Agreement in the same form as that attached hereto as Exhibit "E". The purpose of the Memorandum is to assure that if the Remainder Parcel is sold prior to the Start Date or Completion Date, any purchaser shall have received constructive notice of the rights and obligations set forth in this Agreement, specifically including those described in Section 11 above. (only would apply in limited circumstances)

17. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

18. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Buyer herein. The execution of these documents and the delivery of same to Escrow Holder constitutes said acceptance and approval.

19. NO BROKERS. Buyer and Seller each represents to the other that no brokers have been involved in this transaction. . . Any party in breach of this provision will indemnify the non-breaching party against any claim, suits, damages and costs incurred or resulting from the claims of any person for any brokerage fee or compensation due in connection with this transaction pursuant to a written agreement made with said claimant.

20. JURISDICTION AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties consent to the jurisdiction of the California courts with venue in San Bernardino County.

21. ASSIGNMENT. Seller shall not voluntarily assign its rights or interest under this Agreement or the Escrow described herein without the prior written consent of Buyer. Buyer may freely assign any or all of its interests or rights under this Agreement or under the Escrow without the consent of Seller. Subject to the foregoing, the terms and conditions, covenants and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

22. COOPERATION. Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

23. RISK OF LOSS. Seller covenants and agrees that it will keep the Property fully insured through Close of Escrow. If improvements on the Property are materially damaged or destroyed prior to Close of Escrow, Seller will assign to Buyer all insurance proceeds related to the Property and improvements thereon and the Purchase Price will be reduced by the amount of any deductible allocable to the Property. If Seller fails to keep the Property fully insured and insurance proceeds are not available following what would have been an insured casualty, the Purchase Price will be reduced by the reduction in the value of the Property resulting from such casualty. If improvements on the Property are materially damaged or destroyed prior to Close of Escrow due to an uninsured casualty, the Purchase Price will be reduced by an amount equal to the reduction in value of the Property resulting from such uninsured casualty.

24. ENTIRE AGREEMENT, WAIVER AND MODIFICATION. This Agreement, together with escrow instructions executed by the parties, will constitute the entire Agreement between the parties with respect to the subject matter of this Agreement. It supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth hereinabove.

MAILING ADDRESS OF SELLER

SELLER

MAILING ADDRESS OF BUYER

BUYER

a public entity

By: _____

Date

Approved as to Form:

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That certain real property located in _____, San Bernardino County, California, described as follows:

**EXHIBIT "B"
PLAT MAP**

Place Holders

[To Be Attached]

EXHIBIT "C"

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Attn:

)
)
)
)
)
)

APN:

Above Space for Recorder's Use
No Recording Fee Pursuant to Gov't Code §27383
No Documentary Transfer Tax Pursuant to
California Revenue & Taxation Code §11922

GRANT DEED

District	County	Route	Post	Number
8	SB	I-15/I-215		

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
_____ (collectively "**Grantor**"), hereby grants to **Does**
Caltrans take in the name of the State of California or Caltrans? the agreement should track
the same language in paragraph 3 "conveyance of title"
_____, **a public agency of the State of California**
("Grantee"), the following described real property (the "**Property**") situated in the
_____, San Bernardino County, State of California:

SEE EXHIBIT "A-1" and Exhibit "B-1"
ATTACHED HERETO

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to
be executed by its duly authorized officer.

GRANTOR:

DATED: _____, 2012

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____ (here insert name and title of the officer), 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 _____

(Seal)

EXHIBIT "A-1" TO GRANT DEED

LEGAL DESCRIPTION

Real property in the _____, San Bernardino County, State of California, described as follows:

**EXHIBIT "B-1"
Plat Map
Place Holder**

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed to which this Certificate of Acceptance is attached

from: _____

to: _____, a public agency of the State of
California ("Grantee")

is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority conferred by the Grantee's governing board, and Grantee hereby consents to recordation of said Grant Deed.

a public agency of the State of California

Dated: _____

By: _____

EXHIBIT "D"

TEMPORARY CONSTRUCTION EASEMENT AND/OR UTILITY EASEMENT PROVISIONS

Yes No 1. TEMPORARY CONSTRUCTION EASEMENT ("TCE"). Seller will grant to Buyer at Close of Escrow a temporary and non-exclusive construction easement and right-of-way ("**TCE**") over, on, under, in, across, along and through that certain portion of the Remainder Parcel more fully described and depicted in Exhibits "A-2" and "B-2" attached hereto and incorporated herein by reference, for the purpose of all necessary and convenient activities associated with the Project. The Purchase Price includes payment of full compensation to Seller for the TCE. Buyer and Seller will provide an executed and acknowledged TCE to Escrow Holder, for recording at Close of Escrow. Seller agrees that if the area affected by the TCE needs to be modified (moved, expanded or contracted), Seller will cooperate with such modifications, in which case (a) an Amendment to the TCE will be recorded reflecting such modified easement area; and (b) in the event the easement area is enlarged, Buyer will pay to Seller concurrent with the recording of the amended TCE, an amount equal to _____ Dollars (\$_____) for each additional square foot of space in the modified easement area.

Yes No 2. UTILITY EASEMENT(S). The Purchase Price includes compensation to Seller for the granting of one or more Utility Easement(s), as described and depicted in Exhibit "A-3" and "B-3" attached hereto. At Close of Escrow, the parties will provide to Escrow Holder and Escrow Holder shall cause such Utility Easement(s) to be recorded. Buyer may elect to appear as the grantee in such easements, with the right to assign the easement rights to a public utility or quasi-public utility provider. Alternatively, Buyer may elect to have such Utility Easement(s) granted directly by Seller to the utility provider. Seller agrees that if, prior to or during construction of the Project, it becomes necessary to adjust the location of such Utility Easement(s), Seller will execute an appropriate amendment to the Utility Easement(s); provided, however, that if the area affected by the Utility Easement(s) is increased as a result of such adjustment, Seller shall receive, concurrent with the recording of the amended Utility Easement(s), an amount equal to _____ Dollars (\$_____) per square foot for each additional square foot of space required for the modified Utility Easement.

LEGAL DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENT AREA

**EXHIBITS "A-2" AND "B-2"
PLACEHOLDER**

EXHIBIT "E"

CONSTRUCTION AND CURATIVE WORK AND OTHER SPECIAL PROVISIONS

1. Construction/Repair By Buyer. The following items of repair and construction will be completed by Buyer (or contractors engaged by Buyer) on or after the Start Date described below:

(a)

(b)

All such work performed by or on behalf of Buyer shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work and shall be completed in good and workmanlike manner. Any structures, improvements or other facilities, if removed, relocated or reconstructed, shall be left in as good condition as found.

2. Removal Of Improvements By Seller. The Purchase Price to be paid to Seller at Close of Escrow includes compensation for the value of the following improvements:

(a)

(b)

(c)

(d)

Seller may elect to remove or relocate some or all of the above improvements following Close of Escrow; provided, however, that any of the above improvements that have not been removed from the Property by the Completion Date (defined below) may be removed by Buyer, its agents, contractors or assigns, and disposed of in such manner as Buyer deems appropriate, without further notice or responsibility to Seller whatsoever. If the improvements referred to in this Section 2 above are not removed from the Property by the Completion Date defined below (but in no event sooner than Close of Escrow), Buyer, its agents, contractors or assigns, shall have the right to remove such improvements and dispose of the same in such manner as Buyer deems appropriate, without further notice or responsibility to Seller whatsoever.

3. Notice. Buyer shall provide not less than _____ (__) days prior written notice to Seller of the date upon which Buyer's work under Section 1 above is scheduled to commence ("**Start Date**"). Buyer shall provide not less than _____ (__) days prior written notice to Seller the date upon which Seller's work under Section 2 above must be completed ("**Completion Date**").

4. Maintenance Responsibility. Following Close of Escrow and completion (whether by Buyer or Seller) of the curative work described in this Exhibit D, Seller will be solely responsible for the maintenance and repair of any building, landscaping or other improvements on the Remainder Parcel except as follows: _____; and Buyer or its successor will be solely responsible for maintenance of the improvements within or to the Property. Maintenance obligations with respect to any TCE and/or Utility Easement(s) will be as described in Exhibit "D".

5. Protection In Place. During any period of construction by Buyer as described herein or in connection with the TCE or Utility Easement(s), Buyer shall cause the following improvements on the Remainder Parcel to be protected in place: [If none, so state:]

6. Continuing Cooperation. Buyer believes that the engineers that have designed the Project and prepared the legal description of the Property have accurately calculated and described the portion of the Original Parcel that will be required in connection with the Project. However, because the Project is being constructed on a "design/build" basis, it is possible that following execution of this Agreement or even following Close of Escrow, an additional portion of the Remainder Parcel may be required in connection with the Project. Buyer and Seller agree that in such event, they will work together in good faith on the following basis:

(a) Conveyance of any additional portion of the Remainder Parcel will not materially affect the use thereof for residential purposes by Seller; and

(b) The price per square foot of any such additional portion of the Remainder Parcel will be the higher of (i) the per square appraised value of the Property; or (ii) the per square foot value established by an appraisal conducted not more than one hundred eighty (180) days prior to the conveyance of such additional portion of the Remainder Parcel from Seller to Buyer; and (iii) such conveyance will be subject to all the terms and conditions of this Agreement.

7. Special Provisions. In addition to the matters described in this Exhibit D or elsewhere in the Agreement, Buyer and Seller agree that the purchase and sale of the Property is subject to the following additional provisions: [If none, so state:]

EXHIBIT "E"

MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY AND

WHEN RECORDED RETURN TO:

Attention: _____

Exempt from Recording Fees per Govt. Code §27383
Exempt from Documentary Transfer Tax per Calif. Rev. & Tax. Code §11922

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM is executed in connection with that certain "Agreement for Acquisition of Real Property" executed by the undersigned Buyer and Seller and dated as of _____, 2012 ("**Agreement**"). Seller has previously owned all of the real property described in Exhibit "A" attached hereto ("**Original Parcel**"). Pursuant to the Agreement, Seller has, concurrent with the recording of this Memorandum, sold and conveyed a portion of the Original Parcel ("**Property**") to Buyer for use in connection with I-15/I-215 Devore Junction/Goods Movement Improvement Project ("**Project**"). Seller has retained title to that portion of the Original Parcel described in Exhibit "A-1" attached hereto ("**Remainder Parcel**").

Pursuant to the Agreement, Seller has received compensation for certain future obligations with respect to the Remainder Parcel and/or the Property, which may include the removal, relocation, reconstruction and/or refurbishment of certain improvements. Buyer and Seller have also agreed to cooperate with respect to the possible conveyance of minor additional portions of the Remainder Parcel in the future. The above obligations burden and constitute an encumbrance upon the Remainder Parcel for the benefit of the Property and constitute covenants running with the land, pursuant to California Civil Code Section 1468. These obligations will therefore be binding upon any successor owner who acquires title to the Remainder Parcel prior to the completion by Seller of these obligations. Any person that purchases the Remainder Parcel prior to the completion of such obligations by Seller is advised to obtain information from Seller regarding the nature and extent of such obligations and obtain from Seller compensation sufficient to allow such successor owner to complete such obligations in accordance with the Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year set forth below.

Dated: _____, 201_

BUYER

a public entity

By: _____

Approved as to Form:

By: _____

Dated: _____, 201_

SELLER

ACKNOWLEDGEMENTS

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____ (here insert name and title of the officer), 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 _____

(Seal)

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____ (here insert name and title of the officer), 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 _____

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF ORIGINAL PARCEL

That certain real property located in _____, San Bernardino County, California, described as follows:

[To Be Attached]

EXHIBIT "A-1"

LEGAL DESCRIPTION OF REMAINDER PARCEL

That certain real property located in the _____ County,
California, described as follows:

[To Be Attached]

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

SANBAG Acronym List

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning

- Develop an accessible, efficient, multi-modal transportation system

- Strengthen economic development efforts

- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996