

FORM APPROVED COUNTY COUNSEL
 BY: Patricia Munroe 3/20/14
 DATE

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

810A



FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:
 March 20, 2014

SUBJECT: Right of Way Acquisition Agreement and Temporary Construction Easement Deed for the Newport Road/Interstate 215 Interchange Project, District 5, [\$87,078], Developer Contributions

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Right of Way Acquisition Agreement for Parcels 22774-1 and 0682-001A, all within a portion of Assessor's Parcel Number 340-020-042;
2. Approve the attached Temporary Construction Easement Deed for Parcel 22774-2, within a portion of Assessor's Parcel Number 340-020-042;
3. Authorize the Chairman of the Board to execute these agreements on behalf of the County;

(Continued)

FISCAL PROCEDURES APPROVED
 PAUL ANGLUO CPA-AUDITOR-CONTROLLER
 BY: Esteban Hernandez 3/20/14
 Departmental Concurrence

Patricia Romo
 Juan C. Perez, Director
 Transportation and Land Development

Robert Field
 Robert Field
 Assistant County Executive Officer/EDA

Patricia Romo
 Assistant Director of Transportation

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 87,078	\$ 0	\$ 87,078	\$ 0	Consent <input checked="" type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Developer Contributions
Budget Adjustment: No
 For Fiscal Year: 2013/14

C.E.O. RECOMMENDATION: APPROVE
 BY: Imelda Delos Santos
 Imelda Delos Santos
 County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: N/A District: 3/5 Agenda Number: 3-9

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

Economic Development Agency/Facilities Management and Transportation Department

FORM 11: Right of Way Acquisition Agreement and Temporary Construction Easement Deed for the Newport Road/Interstate 215 Interchange Project, District 5, [\$87,078]; Developer Contributions

DATE: March 20, 2014

Page 2 of 3

RECOMMENDED MOTION: (Continued)

4. Authorize the Assistant County Executive Officer/EDA or his designee to execute any other documents and administer all actions necessary to complete this transaction; and
5. Authorize and allocate the sum of \$69,078 for a temporary construction easement for Parcel 22774-2, within a portion of Assessor's Parcel Number 340-020-042 and \$18,000 to pay all related transaction costs.

BACKGROUND:

Summary

Interstate 215 is a major interstate goods-movement corridor which links San Bernardino and Riverside Counties with San Diego. It is a primary link between major economic centers and geographic regions. The area of southwestern Riverside County has grown significantly over the past ten years and is experiencing continued population and employment growth, particularly extensive residential and commercial development along Newport Road near the I-215. The current diamond interchange configuration is limiting in its capacity as compared to a partial cloverleaf configuration. A traffic analysis was performed to quantify the existing and future traffic operational characteristics of the existing interchange and the associated transportation system and the resultant congestion delay anticipated at the interchange.

The Riverside County Transportation Department (RCTD) and the City of Menifee propose to improve the Interstate 215/Newport Road interchange. The existing ramps would be reconstructed in a modified partial cloverleaf configuration, connecting with the widening cross section of Newport Road and adding northbound and southbound loop on-ramps (Project).

The Initial Study and Mitigation Negative Declaration was approved on November 8, 2012, and Project Report was approved on November 15, 2012.

Menifee Lakes Plaza, LLC, a California limited liability company/Laguna Beach Properties, LLC, a California limited liability company, as tenants in common, (MLP/LBP) have agreed to dedicated the right of way from the portion of the property needed for the proposed Project. MLP/LBP will execute a Grant Deed in favor of the State of California referenced as Parcel 22774-1 and an Easement Deed in favor of the City of Menifee referenced as Parcel 0682-001A, both from a portion of Assessor's Parcel Number 340-020-042. The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the temporary rights from MLP/LBP in the amount of \$69,078. MLP/LBP will execute a Temporary Construction Easement Deed in favor of the County of Riverside referenced as Parcel 22774-2, from a portion of Assessor's Parcel Number 340-020-042. There are related costs of \$18,000 associated with this transaction.

Impact on Residents and Businesses

The Project is needed in order to reduce congestion, improve traffic flow and improve public safety by improving the current traffic operations at the interchange.

(Continued)

SUPPLEMENTAL:

Additional Fiscal Information

The following summarizes the funding necessary for the acquisition and temporary construction access of a portion of Assessor's Parcel Number 340-020-042:

Temporary Construction Easement	\$69,078
Acquisition	0
Preliminary Title Report	400
County Appraisal	7,600
EDA/FM Real Property Staff Time	10,000
Total Estimated Acquisition Costs	\$87,078

All costs associated with this property acquisition are fully funded by developer contribution in the Transportation Department's budget for FY 2013/14. No net county costs will be incurred as a result of this transaction.

Attachments:

- Right of Way Acquisition Agreement (4)
- Temporary Construction Easement Deed (1)

1 PROJECT: NEWPORT ROAD/INTERSTATE 215
2 INTERCHANGE PROJECT
3 PARCEL(S): 22774-1 and 0682-001A
4 APN: 340-020-042 (PORTION)
5

6 **RIGHT OF WAY ACQUISITION AGREEMENT**

7 This Right of Way Acquisition Agreement, ("Agreement"), is made by and
8 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California
9 ("County"), and MENIFEE LAKES PLAZA, LLC, a California limited liability company
10 and LAGUNA BEACH PROPERTIES, LLC, a California limited liability company, as
11 tenants in common ("Grantor"). County and Grantor are sometimes collectively
12 referred to as "Parties."

13 **RECITALS**

14 WHEREAS, Grantor owns that certain real property located at the northeast
15 quadrant of Newport Road and Interstate 215 in the City of Menifee, County of
16 Riverside, State of California, as depicted on the Plat Map identified as Attachment "1,"
17 attached hereto and made a part hereof. The real property consisting of 16.35 acres of
18 land with an approved Tentative Parcel Map (TM 34318) and is also known as
19 Assessor's Parcel Number: 340-020-042 ("Property"); and

20 WHEREAS, Grantor desires to dedicate to the County and the County desire to
21 accept a portion of the fee simple interest as well as certain road easement in the
22 Property ("ROW), for the purpose of constructing the Newport Road/Interstate 215
23 Interchange Project ("Project") as follows: a Grant Deed in favor of the State of
24 California for road purposes referenced as Parcel 22774-1 and described on
25 Attachment "2A," attached hereto and made a part hereof and an Easement Deed in
26 favor of City of Menifee referenced as Parcel 0682-001A and described on Attachment
27 "2B," attached hereto and made a part hereof, pursuant to the terms and conditions set
28 forth herein; and

1 WHEREAS, concurrently with this Agreement, the Parties intend to enter into a
2 Temporary Construction Access Agreement to grant County the right to temporarily
3 use portions of the Property, as described therein, for the construction of the Project as
4 well as to install three (3) drainage inlets on the Property; and

5 WHEREAS, the Effective Date is the date on which this Agreement is approved
6 and fully executed by County and Grantor as listed on the signature page of this
7 Agreement;

8 NOW, THEREFORE, in consideration of the payment and other obligations set
9 forth below, Grantor and County mutually agree as follows:

10
11 **ARTICLE 1. AGREEMENT**

12 1. Recitals. All the above recitals are true and correct and by this reference
13 are incorporated herein.

14 2. Consideration. As consideration for the acquisition of the ROW, the
15 County shall construct the road adjacent to Assessor's Parcel Number 340-020-042 in
16 exchange for Grantor's conveyance of the Right of Way Property described herein,
17 under the terms and conditions set forth in this Agreement.

18 3. County Responsibilities.

19 A. On or before the date that Escrow is to close ("Close of Escrow"):

20 i. County will deposit to Escrow Holder amounts sufficient for all
21 escrow, recording and reconveyance fees incurred in this transaction, and if title
22 insurance is desired by County, the premium charged therefore. Said escrow and
23 recording charges shall not include documentary transfer tax as County is exempt
24 pursuant to Ca Govt. Code section 6103 and Ca Revenue and Taxation Code section
25 11922.

26 ii. County will deposit all other such documents consistent with this
27 Agreement as are reasonably required by Escrow Holder or otherwise to close Escrow.
28

1 B. County will authorize the Escrow Holder to close Escrow, in
2 accordance with the provisions herein, to Grantor conditioned only upon the
3 satisfaction by County.

4 i. The deposit of the following documents into Escrow for
5 recordation in the Official Records of the County Recorder of Riverside County
6 ("Official Records") upon Close of Escrow:

7 a. One (1) Grant Deed in favor of the State of California
8 and one (1) Easement Deed in favor of the City of Menifee; both deeds executed,
9 acknowledged and delivered to Yolanda King, Real Property Agent for the County or to
10 Escrow Holder, substantially in the forms attached hereto as Attachment "3," (Deed
11 form) granting the portion of the Property, subject to the following:

12 1. Free and clear of all liens, encumbrances,
13 easements, leases (recorded or unrecorded), and taxes except those encumbrances
14 and easements which, in the sole discretion of the County, are acceptable, except:

15 2. Current fiscal year, including personal
16 property tax, if any, and any further assessment thereto under Chapter 3.5 of Revenue
17 and Taxation Code of the State of California;

18 3. Easements or rights of way of record over said
19 land for public or quasi-public utility or public street purposes, if any;

20 4. Any items on the Preliminary Title Report
21 (PTR) not objected to by County in a writing provided to Escrow Holder before the
22 Close of Escrow;

23 5. Any other taxes owed whether current or
24 delinquent are to be made current.

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1 4. Grantor Responsibilities.

2 A. Execute and acknowledge a Grant Deed in favor of the State of
3 California dated _____ identified as Parcel 22774-1 and an Easement
4 Deed in favor of the City of Menifee for road purposes dated _____ identified as
5 Parcel Number 0682-001A and deliver deeds to Yolanda King, Real Property Agent for
6 the County or to the Escrow Holder.

7 B. Grantor shall indemnify, defend, protect, and hold the County of
8 Riverside, its Agencies, Districts, Departments, their respective directors, Board of
9 Supervisors, elected and appointed officials, employees, agents, representatives,
10 successors, and assigns free and harmless from and against any and all claims,
11 liabilities, penalties, forfeitures, losses, or expenses, including without limitation,
12 attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or
13 indirectly, by either (a) the presence in, within, under, or about the parcel for the
14 presence of hazardous materials, toxic substances, or hazardous substances as a
15 result of Grantor's use, storage, or generation of such materials or substances or (b)
16 Grantor's failure to comply with any federal, state, or local laws relating to such
17 materials or substances. For the purpose of this Agreement, such materials or
18 substances shall include without limitation hazardous substances, hazardous
19 materials, or toxic substances as defined in the Comprehensive Environmental
20 Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. section
21 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. sections 5101 to
22 5128; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901-87
23 (1988); and those substances defined as hazardous wastes in section 25117 of the
24 California Health and Safety Code or hazardous substances in section 25316 of the
25 California Health; and in the regulations adopted in publications promulgated pursuant
26 to said laws.

27 C. Grantor shall be obligated hereunder to include without limitation,
28 and whether foreseeable or unforeseeable, all costs of any required or necessitated

1 repair, clean-up, detoxification, or decontamination of the parcel, and the preparation
2 and implementation of any closure, remedial action, or other required plans in
3 connection therewith, and such obligation shall continue under the parcel has been
4 rendered in compliance with applicable federal, state, and local laws, statutes,
5 ordinances, regulations, and rules.

6 **Article II. MISCELLANEOUS**

7 1. It is mutually understood and agreed by and between the Parties hereto
8 that the right of possession and use of the subject property by County, including the
9 right to remove and dispose of improvements, shall commence upon the execution of
10 this Agreement by all parties. The Purchase Price includes, but is not limited to, full
11 payment for such possession and use.

12 2. This Agreement embodies all of the considerations agreed upon between
13 the County and Grantor. This Agreement was obtained without coercion, promises
14 other than those provided herein, or threats of any kind whatsoever by or to either
15 party.

16 3. The performance of this Agreement constitutes the entire consideration
17 for the acquisition of the Property and shall relieve the County of all further obligations
18 or claims pertaining to the acquisition of the Property or pertaining to the location,
19 grade or construction of the proposed public improvement.

20 4. This Agreement is made solely for the benefit of the Parties to this
21 Agreement and their respective successors and assigns, and no other person or entity
22 may have or acquired any right by virtue of this Agreement.

23 5. This Agreement shall not be changed, modified, or amended except upon
24 the written consent of the Parties hereto.

25 6. This Agreement is the result of negotiations between the Parties and is
26 intended by the Parties to be a final expression of their understanding with respect to
27 the matters herein contained. This Agreement supersedes any and all other prior
28 agreements and understandings, oral or written, in connection therewith. No provision

1 contained herein shall be construed against the County solely because it prepared this
2 Agreement in its executed form.

3 7. Any action at law or in equity brought by either of the Parties for the
4 purpose of enforcing a right or rights provided for by this Agreement shall be tried in a
5 court of competent jurisdiction in the County of Riverside, State of California, and the
6 Parties hereby waive all provisions of law providing for a change of venue in such
7 proceedings to any other county.

8 8. Grantor and its assigns and successors in interest shall be bound by all
9 the terms and conditions contained in this Agreement, and all the Parties thereto shall
10 be jointly and severally liable thereunder.

11 9. This Agreement may be signed in counterpart or duplicate copies, and
12 any signed counterpart or duplicate copy shall be equivalent to a signed original for all
13 purposes.

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16 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
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1 In Witness Whereof, the Parties have executed this Agreement the day and year
2 last below written.

3 Dated: _____

4 COUNTY:
5 COUNTY OF RIVERSIDE, a political
6 subdivision of the State of California

GRANTOR:
7 MENIFEE LAKES PLAZA, LLC,
8 a California limited liability company

9 By: _____
10 Jeff Stone, Chairman
11 Board of Supervisors

By: Rancho Plaza LLC,
a California limited liability company
Its Managing Member

12 ATTEST:
13 Kecia Harper-Ihem
14 Clerk of the Board

By: 
Name: Louis A. Miramontes
Its: Manager


15 By: _____
16 Deputy

By: Armour Capital LLC,
a Delaware limited liability company
Its Managing Member

17 APPROVED AS TO FORM:
18 Pamela J. Walls, County Counsel

By: Armour Building Company,
a California corporation
Its Manager

19 By: 
20 Patricia Munroe
21 Deputy County Counsel

By: 
Name: Jeffrey B. Armour
Its: President

22 LAGUNA BEACH PROPERTIES, LLC,
23 a California limited liability company

By: 
Name: Naresh Goyal
Its: Managing Member

ATTACHMENT "1"
Assessor's Plat Map

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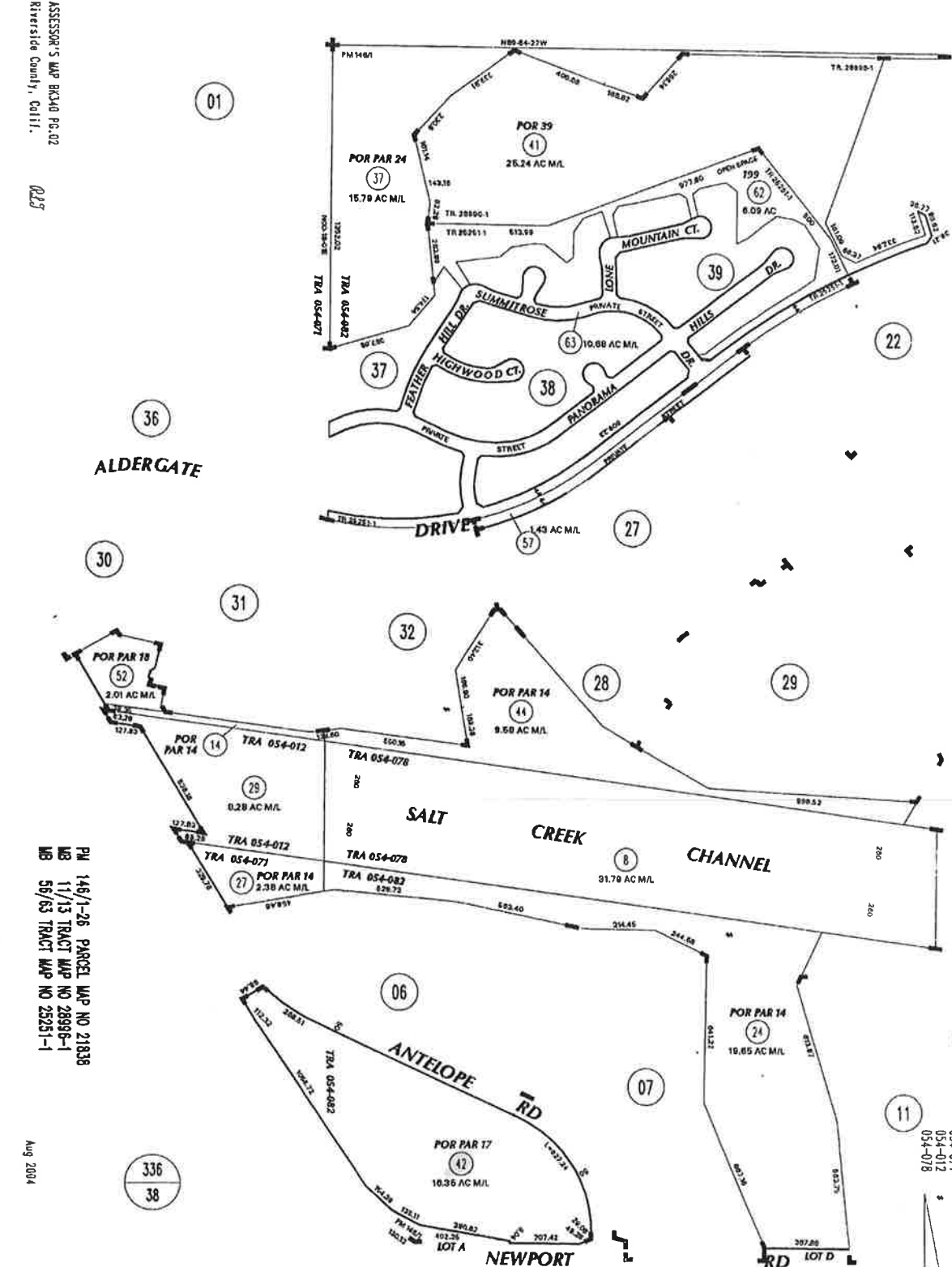
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAP NOT COMPLY WITH LOCAL ORDINANCE REGARDING BUILDING SITE ORDINANCES.

SEC. 34 35 T. 5S. R. 3W

T. R. A. 054-082
054-071
054-012
054-078

340-02
334-22

1" = 400'
ANGLE = 90



ASSESSOR'S MAP BKG340 PG. 02
Riverside County, Calif.

023

PN 145/1-26 PARCEL MAP NO 21838
MB 11/13 TRACT MAP NO 28996-1
MB 5/5/83 TRACT MAP NO 29251-1

Aug 2004

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ATTACHMENT "2"

Legal Descriptions and Plat Maps

Attachment "2A" – Fee Property

A portion of Assessor's Parcel Number 340-020-042; Parcel 22774-1 in favor of the State of California

Attachment "2B" – Easement Property

Easement for Road Purposes:

A portion of Assessor's Parcel Number 340-020-042; Parcel 0682-001A in favor of the City of Menifee

EXHIBIT "A"
LEGAL DESCRIPTION
NEWPORT ROAD (I-215 INTERCHANGE)
22774-1

BEING A PORTION OF PARCEL 17 AS SHOWN ON PARCEL MAP NUMBER 21838 ON FILE IN BOOK 146, PAGES 1 THROUGH 26, INCLUSIVE, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF NEWPORT ROAD (66.99 FOOT NORTHERLY HALF-WIDTH) AND THE CENTERLINE OF ANTELOPE AS SHOWN ON SAID PARCEL MAP;

THENCE N 89°30'35" W ALONG SAID CENTERLINE OF NEWPORT ROAD, A DISTANCE OF 139.01 FEET;

THENCE N 00°29'25" E, A DISTANCE OF 66.99 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID NEWPORT ROAD, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 89°30'35" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 261.31 FEET TO AN ANGLE POINT THEREIN, BEING THE MOST SOUTHERLY CORNER OF THAT CERTAIN RIGHT-OF-WAY EASEMENT DEED IN FAVOR OF THE STATE OF CALIFORNIA, RECORDED APRIL 2, 1999 AS INSTRUMENT NUMBER 140709, OFFICIAL RECORDS OF SAID RECORDER;

THENCE N 00°29'25" E ALONG THE MOST-EASTERLY LINE OF SAID EASEMENT DEED, A DISTANCE OF 8.10 FEET TO AN ANGLE POINT THEREIN;

THENCE N 79°52'13" W, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, AS DESCRIBED BY SAID EASEMENT DEED, A DISTANCE OF 124.90 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 96.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTER LINE OF NEWPORT ROAD;

(COURSE "A") THENCE S 89°30'35" E ALONG SAID PARALLEL LINE, A DISTANCE OF 264.45 FEET;

(COURSE "B") THENCE S 83°47'57" W, A DISTANCE OF 120.60 FEET;

(COURSE "C") THENCE S 00°29'25" W, A DISTANCE OF 17.01 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING: 8,148 SQUARE FEET, OR 0.187 ACRES, MORE OR LESS.

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A STATE HIGHWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY IN AND TO SAID NEWPORT ROAD OVER AND ACROSS COURSES "A" THROUGH "C", INCLUSIVE, HEREINABOVE DESCRIBED.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000090526 TO OBTAIN GROUND DISTANCE.

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)
NEWPORT ROAD (I-215 INTERCHANGE)

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8, FILE NUMBER RW000164/ 1 THROUGH RW000169, INCLUSIVE, ON FILE AS MAP NUMBER 205/462 THROUGH 467, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

08-RIV-215-MP R18-516-22774 (22774-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY:

Edward D. Hunt

DATE:

8-2-2013



EXHIBIT "B"

08-RIV-215-MP R18-516-22774(22774-1)

SEC. 35, T.5S., R.3 W. S.B.M

PM 21838
PM 146/1-26
PCL 17

LINE DATA

- ① N 89°30'35" W - 139.01'
- ② N 00°29'25" E - 66.99'
- ③ N 89°30'35" W - 261.31'
- ④ N 00°29'25" E - 8.10'
- ⑤ N 79°52'13" W - 124.90'
- ⑥ S 83°47'57" E - 120.60'
- ⑦ S 00°29'25" W - 17.01'

△ 1
R/W RELINQUISHED
TO THE COUNTY
OF RIVERSIDE PER
INST# 172048
REC 9/11/1981

△ 2
R/W PER INST# 140709
REC 4/2/1999 IN FAVOR
OF THE STATE OF CALIFORNIA

APN 334-220-026

PARCEL
22774-1

8,148 SQ.FT.
0.187 AC.



ALL DISTANCES SHOWN ARE GRID DISTANCES.
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE
GRID DIST. BY A COMBINATION FACTOR OF 1.000090526.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: NEWPORT RD/ I-215 INTERCHANGE

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING
DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY *Edward D. Hunt* DATE: 8-2-2013

PAR. NO.: 22774-1

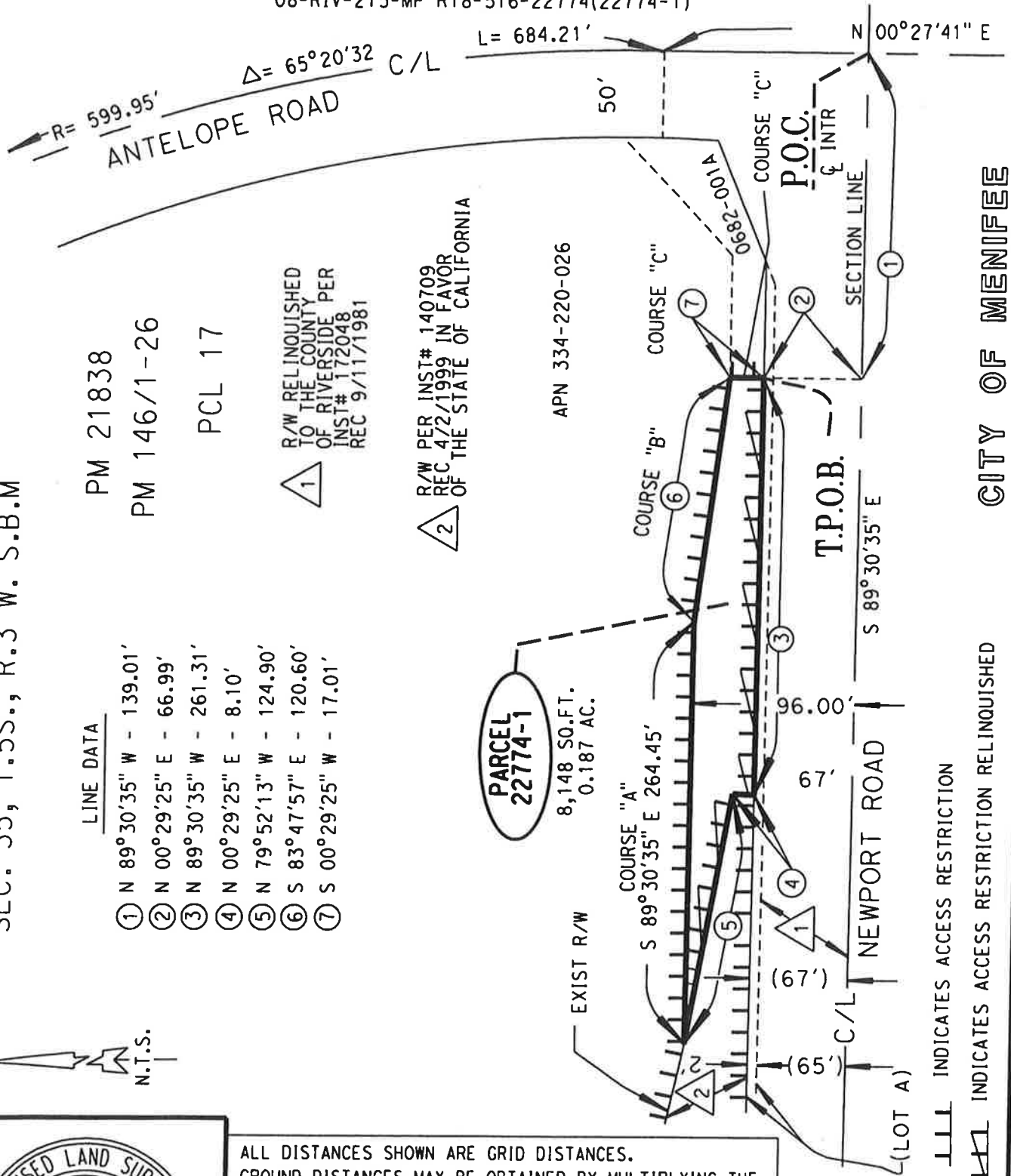
PREPARED BY: KKC-B

SCALE: N.T.S.

DATE: AUGUST, 2013

W.O. NO.: B5-0682

SHEET 1 OF 1



CITY OF MENIFEE

INDICATES ACCESS RESTRICTION
INDICATES ACCESS RESTRICTION RELINQUISHED

EXHIBIT "A"
LEGAL DESCRIPTION
NEWPORT ROAD (I-215 INTERCHANGE)
0682-001A

BEING A PORTION OF PARCEL 17 AS SHOWN ON PARCEL MAP NUMBER 21838 ON FILE IN BOOK 146, PAGES 1 THROUGH 26, INCLUSIVE, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF NEWPORT ROAD AND THE CENTERLINE OF ANTELOPE ROAD AS SHOWN ON SAID PARCEL MAP;

THENCE N 89°30'35" W ALONG SAID CENTERLINE OF NEWPORT ROAD, A DISTANCE OF 139.01 FEET;

THENCE N 00°29'25" E, A DISTANCE OF 66.99 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID NEWPORT ROAD (66.99 FOOT NORTHERLY HALF- WIDTH) AS DEDICATED ON SAID PARCEL MAP, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING N 00°29'25" E, A DISTANCE OF 17.01 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 84.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF NEWPORT ROAD;

THENCE S 89°30'35" E ALONG SAID PARALLEL LINE, A DISTANCE OF 49.40 FEET;

THENCE N 45°24'55" E A DISTANCE OF 55.91 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID ANTELOPE ROAD (50.00 FOOT WESTERLY HALF-WIDTH), AS DESCRIBED BY GRANT DEED TO THE COUNTY OF RIVERSIDE, RECORDED JUNE 4, 1987 AS INSTRUMENT NUMBER 179746, OFFICIAL RECORDS OF SAID RECORDER, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 549.95 FEET AND AN INITIAL RADIAL BEARING OF N 89°36'11" E;

THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00°51'30", AN ARC DISTANCE OF 8.24 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE S 00°27'41" W, A DISTANCE OF 29.08 FEET TO THE POINT OF INTERSECTION WITH THE RIGHT-OF-WAY CORNER CUT-BACK-LINE IN THE NORTHWEST QUADRANT OF SAID INTERSECTION, AS SHOWN ON SAID PARCEL MAP;

THENCE S 67°26'20" W ALONG SAID RIGHT-OF-WAY CORNER CUT-BACK-LINE, A DISTANCE OF 49.23 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF NEWPORT ROAD;

THENCE N 89°30'35" W ALONG SAID NORTHERLY RIGHT-OF WAY LINE, A DISTANCE OF 43.66 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 1,861 SQUARE FEET, OR 0.043 ACRES, MORE OR LESS.

THIS CONVEYANCE IS MADE FOR ROAD PURPOSES AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY IN AND TO NEWPORT ROAD.

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)
NEWPORT ROAD (I-215 INTERCHANGE)
0682-001A

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000090526 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8, FILE NUMBER RW000164/ 1 THROUGH RW000169, INCLUSIVE, ON FILE AS MAP NUMBER 205/462 THROUGH 467, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Edward D. Hunt
DATE: 8-13-2013



EXHIBIT "B"

SEC. 35, T.5S., R.3 W. S.B.M

- ① N 00°29'25" E - 66.99'
- ② N 00°29'25" E - 17.01'
- ③ S 89°30'35" E - 49.40'
- ④ N 45°24'55" E - 55.91'
- Ⓐ R = 549.95'
Δ = 00°51'30"
T = 4.12'
L = 8.24'
- ⑤ S 00°27'41" W - 29.08'
- ⑥ S 67°26'20" W - 49.23'
- ⑦ N 89°30'35" W - 43.66'

- ① R/W RELINQUISHED TO THE COUNTY OF RIVERSIDE PER INST# 172048 REC 9/11/1981
- ② R/W PER INST# 179746 REC 6/4/1987

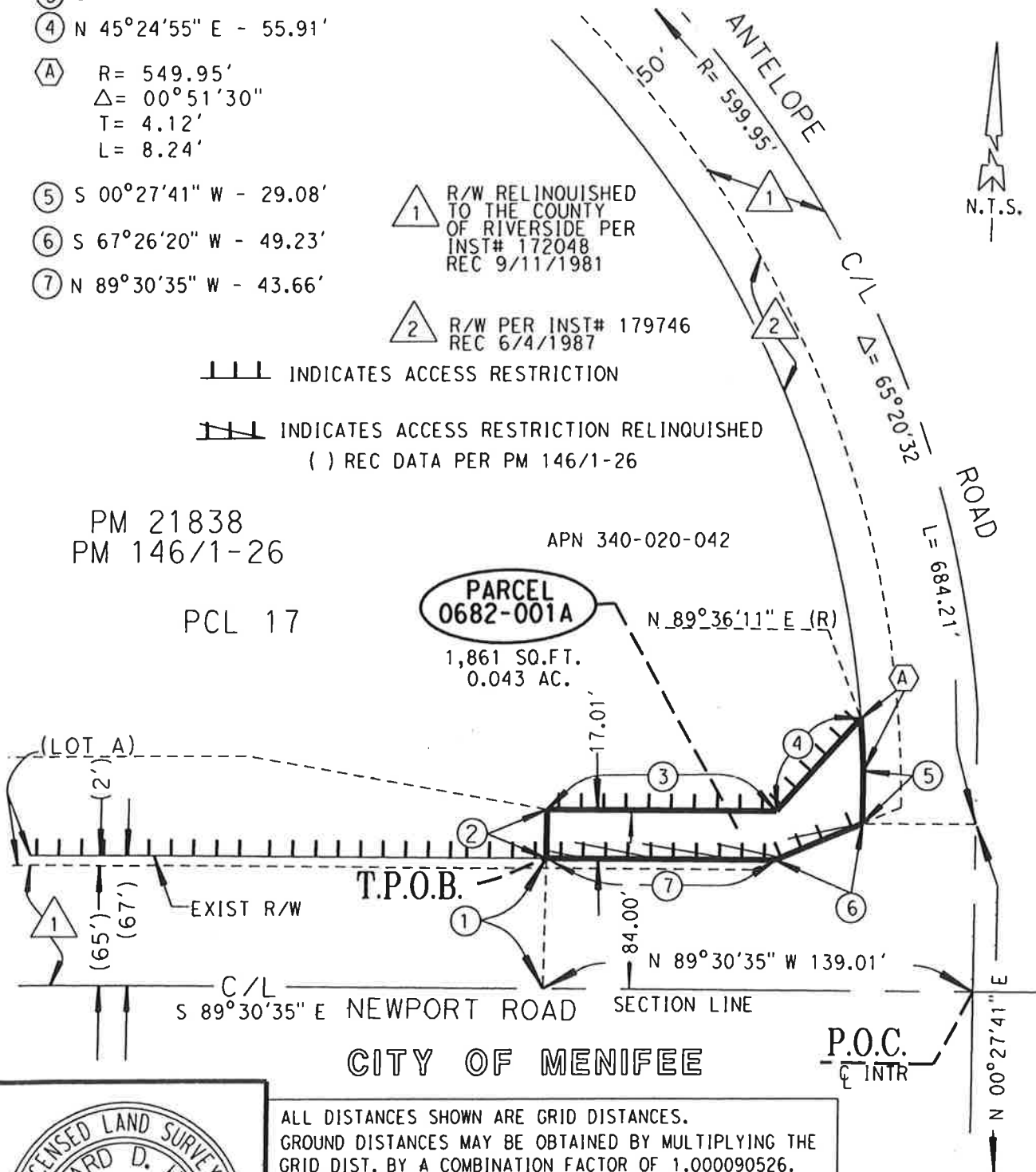
||| INDICATES ACCESS RESTRICTION
 ||| INDICATES ACCESS RESTRICTION RELINQUISHED
 () REC DATA PER PM 146/1-26

PM 21838
 PM 146/1-26

APN 340-020-042

PCL 17

PARCEL 0682-001A
 1,861 SQ.FT.
 0.043 AC.
 N 89°36'11" E (R)



ALL DISTANCES SHOWN ARE GRID DISTANCES.
 GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE
 GRID DIST. BY A COMBINATION FACTOR OF 1.000090526.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: NEWPORT RD/ I-215 INTERCHANGE

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: *Edward D. Hunt* DATE: 8-13-2013

PAR. NO.: 0682-001A

PREPARED BY: KKC-B

SCALE: N.T.S.

DATE: AUGUST, 2013

W.O. NO.: B5-0682

SHEET 1 OF 1

ATTACHMENT "3"

Deed Forms

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RECORDING REQUESTED BY

When Recorded Mail To

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
464 W. 4th STREET, 6th FLOOR
SAN BERNARDINO, CA 92401-1400
Attention C. Camarillo – MS 650

FREE RECORDING:

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

YK.mr/012414/284TR/15.566

Space above this line for Recorder's Use

GRANT DEED

District	County	Route	Post	Number
08	RIV	215	18-516	22774-1

Grantor, MENIFEE LAKES PLAZA, LLC, a California limited liability company and LAGUNA BEACH PROPERTIES, LLC, a California limited liability company, as tenants in common, does hereby GRANT to the STATE OF CALIFORNIA, all that real property in the County of Riverside, State of California, described as:

See Attached Exhibit "A"

And depicted as:

See Attached Exhibit "B"

This conveyance is made for the purpose of a state highway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property in and to said Newport Road over and across Courses "A" through "C".

08-RIV-215-MP R18-516-22774(22774-1)

The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for the grantor and the grantor's successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

(As used above, the term "grantor" shall include the plural as well as the singular number.)

Dated this _____ day of _____, 20____

MENIFEE LAKES PLAZA, LLC, a California limited liability company

By: Rancho Plaza LLC,
a California limited liability company
Its: Managing Member

By: _____
Name: Louis A. Miramontes
Its: Manager

By: Armour Capital LLC,
a Delaware limited liability company
Its Managing Member

By: Armour Building Company,
a California corporation
Its Manager

By: _____
Name: Jeffrey B. Armour
Its: President

LAGUNA BEACH PROPERTIES, LLC,
a California limited liability company

By: _____
Name: Naresh Goyal
Its: Managing Member

ACKNOWLEDGMENT

State of California }
County of _____ } ss

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

ACKNOWLEDGMENT

County of _____

} ss

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

ACKNOWLEDGMENT

County of _____

} ss

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)

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20__

Malcolm Dougherty
Director of Transportation

By _____
Attorney in Fact

RETURN TO:
CITY OF MENIFEE
29714 Haun Road
Menifee, CA, 92586

FOR RECORDER'S USE

THIS INSTRUMENT IS FOR
THE BENEFIT OF THE CITY OF
MENIFEE AND ENTITLED TO
BE RECORDED WITHOUT
FEE. (GOV. CODE 6103)

CERTIFICATE of ACCEPTANCE of EASEMENT
(GOVERNMENT CODE SECTION 27281)

THIS IS TO CERTIFY that the interest in real property granted by this easement dated _____, from, MENIFEE LAKES PLAZA, LLC, a California limited liability company and LAGUNA BEACH PROPERTIES, LLC, a California limited liability company, as tenants in common, to the CITY OF MENIFEE, is hereby accepted for the purpose of vesting title in the City of Menifee on behalf of the public for road and utility purposes, including drainage purposes, and subject to improvements in accordance with City standards, will be included into the City Maintained Road System by the undersigned on behalf of the City Council of Menifee pursuant to the authority contained in City Resolution No. 08-08. Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____ CITY OF MENIFEE

By: _____
JONATHAN G. SMITH, P.E.
CITY ENGINEER, CITY OF MENIFEE

YK:ra/012414/284TR/15.567

Project: I-215 / Newport Road Interchange
Parcel: 0682-001A
APN: 340-020-042 (portion)

ROAD EASEMENT

MENIFEE LAKES PLAZA, LLC, a California limited liability company and LAGUNA BEACH PROPERTIES, LLC, a California limited liability company, as tenants in common

Grant(s) to the CITY OF MENIFEE, a municipal corporation, an easement for public road and utility purposes, including drainage purposes, over, upon, across, and within the real property in the County of Riverside, State of California, described as follows:

SEE LEGAL DESCRIPTION AND PLAT ATTACHED HERETO AS
EXHIBITS "A" AND "B" AND MADE A PART HEREOF

This conveyance is made for the purpose of a state highway and the Grantor hereby releases and relinquishes to the Grantee any and all abutter's rights including access rights, appurtenant to Grantor's remaining property in and to said Newport Road over and across Courses "A" through "C".

Project: I-215 / Newport Road Interchange
Parcel: 0682-001A
APN: 340-020-042 (portion)

SIGNATURE OF RECORDED OWNER(S) MUST BE NOTARIZED

Dated this _____ day of _____, 20____

MENIFEE LAKES PLAZA, LLC, a California limited liability company

By: Rancho Plaza LLC,
a California limited liability company
Its: Managing Member

By: _____
Name: Louis A. Miramontes
Its: Manager

By: Armour Capital LLC,
a Delaware limited liability company
Its Managing Member

By: Armour Building Company,
a California corporation
Its Manager

By: _____
Name: Jeffrey B. Armour
Its: President

LAGUNA BEACH PROPERTIES, LLC,
a California limited liability company

By: _____
Name: Naresh Goyal
Its: Managing Member

Project: I-215 / Newport Road Interchange
Parcel: 0682-001A
APN: 340-020-042 (portion)

STATE OF CALIFORNIA)
)ss.
COUNTY OF _____)

On _____, before me, _____, a Notary Public in and for said
County _____ and _____ State, _____ 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)
)ss.
COUNTY OF _____)

On _____, before me, _____, a Notary Public in and for said
County _____ and _____ State, _____ 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]

Project: I-215 / Newport Road Interchange
Parcel: 0682-001A
APN: 340-020-042 (portion)

STATE OF CALIFORNIA)
)ss.
COUNTY OF _____)

On _____, before me, _____, a Notary Public in and for said
County _____ and _____ State, _____ 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)
)ss.
COUNTY OF _____)

On _____, before me, _____, a Notary Public in and for said
County _____ and _____ State, _____ 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]

Recorded at request of and return to:
Economic Development Agency /
Facilities Management
Real Estate Division
On behalf of the Transportation Department
3403 10th Street, Suite 500
Riverside, California 92501

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

YK:sl/012314/284TR/15.565

(Space above this line for Recorder's use)

PROJECT: NEWPORT ROAD/INTERSTATE 215 INTERCHANGE PROJECT
PARCEL: APN: 22774-2 (PORTION)

TEMPORARY CONSTRUCTION EASEMENT

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

MENIFEE LAKES PLAZA, LLC, a California limited liability company and LAGUNA BEACH PROPERTIES, LLC, a California limited liability company, as tenants in common ("Grantor").

Grant(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), a temporary non-exclusive easement to facilitate and accomplish the construction of Newport Road/Interstate 215 Interchange Project ("Project") as well as to install three (3) drainage inlets, in, on, and along the real property situated in the City of Menifee, County of Riverside, State of California, identified as portions of Assessor's Parcel Number 340-020-042, referenced as Parcel No. 22774-2 and described on Attachment "1," attached hereto and made a part hereof.

Other terms of the Temporary Construction Easement (hereinafter, the "Easement"):

1. AFFECTED PARCEL: The temporary construction easement area (TCE Area), used during construction of the Project, referenced as Parcel 22774-2, consisting of approximately 0.793 acres or 34,539 square feet as more fully described on Attachment "1."
2. COMPENSATION: Currently herewith, County shall pay to the order of Grantor the sum of Sixty-Nine Thousand Seventy-Eight Dollars (\$69,078) for the right to enter upon and use the TCE Area in accordance with the terms hereof.
3. NOTICE TO GRANTOR: County shall provide a thirty (30) day written notice to Grantor prior to using the rights herein granted. The rights herein granted may be exercised for twenty-four (24) months from the thirty (30)-day written notice, or until completion of said Project, whichever occurs later, but in no event later than January 1, 2016. At the expiration of the Temporary Construction Easement term, if requested by Grantor, County shall quitclaim its rights hereunder to Grantor or Grantor's successor.
4. DRAINAGE INLETS: County shall install three (3) drainage inlets as shown on Attachment "2," attached hereto and made a part hereof. Grantor, for itself and its successors and assigns, hereby warrants that they will be responsible for the future maintenance of the three drainage inlets upon proper completion by the County.
5. EQUIPMENT: It is understood that the County may enter upon the TCE Area where appropriate or designated for the purpose of getting equipment to and from the TCE Area. County agrees not to damage the TCE Area or any other property of Grantor. If County so damages any such property, County will promptly repair and/or restore such property to its prior condition in the process of performing such activities.
6. DEBRIS REMOVED: At the termination of the period of use of TCE Area by County, but before its relinquishment to Grantor, debris generated by County's use will be removed and the surface will be graded.
7. HOLD HARMLESS: Grantor shall be defended and held harmless from all claims of third persons and costs associated therewith arising from the County's use of the TCE area permitted under this Easement; however, this hold harmless agreement does not extend to any liability arising from or as a consequence of the presence of hazardous waste on the property, unless caused by the County, its contractors, agents or employees.
8. PERFORMANCE OF WORK: The County shall be deemed to have commenced construction of the Project upon the commencement of any portion of the construction of the Newport Road/Interstate 215 Interchange Project and/or drainage inlets. Once commenced, the County shall, and Grantor, its successors or assigns to the extent that Grantor or its successors or assigns are engaged in any construction

activity on their property, shall use their best efforts to cooperate with one another in their construction activities to minimize interference with each other's work. In the event of any unavoidable conflict, however, the County's work hereunder shall have priority. The County shall be deemed to have completed the Project upon substantial completion, except for minor punchlist items.

9. PERMITS: The County agrees, solely as to matters within its control, that the grant of this Easement shall not prohibit or limit Grantor's ability to develop its property.

10. OWNERSHIP: Grantor hereby warrants that they are the owners of the property and that they have the right to grant County permission to enter upon and use the property.

11. ENTIRE AGREEMENT: This Easement is the result of negotiations between the parties hereto. This Easement is intended by the parties as a final expression of their understanding with respect to the matters herein and is a complete and exclusive statement of the terms and conditions hereof. This Easement supersedes any and all other prior agreements or understandings, oral or written, in connection therewith. No provision contained herein shall be construed against the County solely because it provided or prepared this Easement.

12. MODIFICATIONS IN WRITING: This Easement shall not be changed, modified, or amended except upon the written consent of the parties hereto.

13. SUCCESSORS AND ASSIGNS: Grantor and the County and their respective assigns and successors in interest, shall be bound by all the terms and conditions contained in this Easement, and all the parties thereto shall be jointly and severally liable thereunder.

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

15. GOVERNING LAW AND VENUE: Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights providing for by this Easement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

16. ATTORNEYS' FEES. In the event any action is required by either party to enforce the terms or provisions of this Easement, the prevailing party in such action shall be entitled to recover its court costs and reasonable attorneys' fees.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Dated: _____

COUNTY:

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

GRANTOR:

MENIFEE LAKES PLAZA, LLC, a California limited liability company

By: _____
Jeff Stone, Chairman
Board of Supervisors

By: Rancho Plaza LLC,
a California limited liability company
Its Managing Member

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Name: Louis A. Miramontes
Its: Manager

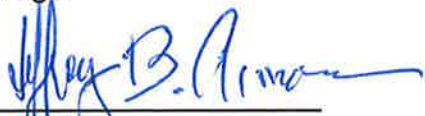
By: _____
Deputy

By: Armour Capital LLC,
a Delaware limited liability company
Its Managing Member

APPROVED AS TO FORM:
Pamela J. Walls, County Counsel

By: Armour Building Company,
a California corporation
Its Manager

By: 
Patricia Munroe
Deputy County Counsel

By: 
Name: Jeffrey B. Armour
Its: President

LAGUNA BEACH PROPERTIES, LLC,
a California limited liability company

By: 
Name: Naresh Goyal
Its: Managing Member

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On January 28, _____, 2014, before me, June M. Kishishita, Notary Public, personally appeared Louis A. Miramontes, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person 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 ORANGE)

On January 28, _____, 2014, before me, June M. Kishishita, Notary Public, personally appeared, Jeffrey B. Armour who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person 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 ALAMEDA)

On 2-27-, 2014, before me, CHARU GOYAL, Notary Public,
personally appeared NARESH GOYAL, who proved to me on
the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within
instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized
capacity, and that by his/~~her~~/their signature on the instrument the person, or the entity upon behalf
of which the person 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 



STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2014, before me, _____, Notary Public,
personally appeared, _____ who proved to me on the basis
of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity,
and that by his/her/their signature on the instrument the person, or the entity upon behalf of which
the person 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)

**CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)**

THIS IS TO CERTIFY that the temporary interest in real property conveyed by the temporary construction easement deed dated _____, _____ from MENIFEE LAKES PLAZA, LLC, a California limited liability company and LAGUNA BEACH PROPERTIES, LLC, a California limited liability company, as tenants in common, to the COUNTY OF RIVERSIDE, is hereby accepted by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

COUNTY OF RIVERSIDE
Juan C. Perez, Director of Transportation

By: _____, Deputy

ATTACHMENT "1"
Legal Description and Plat Map

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)
NEWPORT ROAD (I-215 INTERCHANGE)
22774-2

THENCE N 59°13'44" E ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 17, A DISTANCE OF 10.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 10.00 FEET NORTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID NORTHEASTERLY RIGHT-OF-WAY LINE;

THENCE S 30°56'53" E ALONG SAID PARALLEL LINE, A DISTANCE OF 112.27 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 10.00 FEET NORTHEASTERLY, OF AS MEASURED AT RIGHT ANGLES TO, SAID NORTHEASTERLY RIGHT-OF-WAY LINE;

THENCE S 33°30'18" E ALONG SAID PARALLEL LINE, A DISTANCE OF 853.14 FEET;

THENCE N 56°29'37" E, A DISTANCE OF 14.28 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 25.00 FEET NORTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE AFOREMENTIONED LINE DESCRIBED HEREIN AS "N 47°18'30" W, 154.39 FEET";

THENCE S 47°16'30" E ALONG SAID PARALLEL LINE, A DISTANCE OF 151.23 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 25.00 FEET NORTHEASTERLY, OF AS MEASURED AT RIGHT ANGLES TO, THE AFOREMENTIONED LINE DESCRIBED HEREIN AS "N 61°41'21" W, 135.06 FEET";

THENCE S 61°41'21" E ALONG SAID PARALLEL LINE, A DISTANCE OF 127.90 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 25.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE AFOREMENTIONED LINE DESCRIBED HEREIN AS "N 79°52'13" W, 264.38 FEET";

THENCE S 79°52'13" E ALONG SAID PARALLEL LINE, A DISTANCE OF 288.19 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 116.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF NEWPORT ROAD;

THENCE S 89°30'35" E ALONG SAID PARALLEL LINE, A DISTANCE OF 386.51 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 49.00 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE RIGHT-OF-WAY CORNER CUT-BACK-LINE IN THE NORTHWEST QUADRANT OF SAID INTERSECTION, AS SHOWN ON SAID PARCEL MAP;

THENCE N 67°26'20" E ALONG SAID PARALLEL LINE, A DISTANCE OF 59.49 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID ANTELOPE ROAD, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 549.95 FEET AND INITIAL RADIAL BEARING OF N 87°58'00" E;

THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 01°38'11", AN ARC DISTANCE OF 15.71 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 34,539 SQUARE FEET, OR 0.793 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000090526 TO OBTAIN GROUND DISTANCE.

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)
NEWPORT ROAD (I-215 INTERCHANGE)
22774-2

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION -
DISTRICT 8, FILE NUMBER RW000164/ 1 THROUGH RW000169, INCLUSIVE, ON FILE AS MAP NUMBER
205/462 THROUGH 487, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY,
CALIFORNIA.

08-RIV-215-MP R18-516-22774 (22774-2)

SEE ATTACHED EXHIBIT "B"

APPROVED BY:

Edward D. Hunt

DATE:

2-2-2013

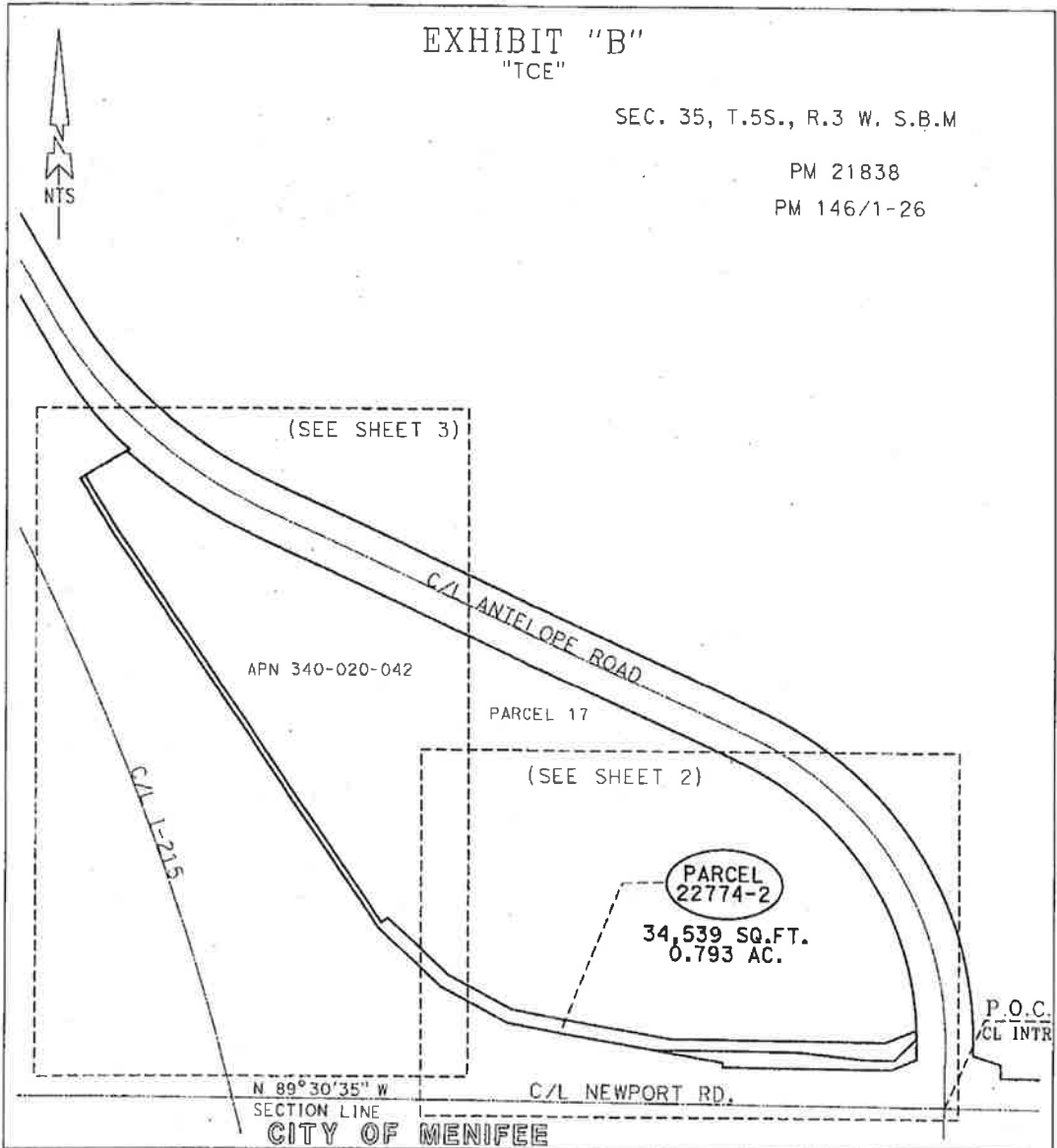


EXHIBIT "B"
"TCE"

SEC. 35, T.5S., R.3 W. S.B.M

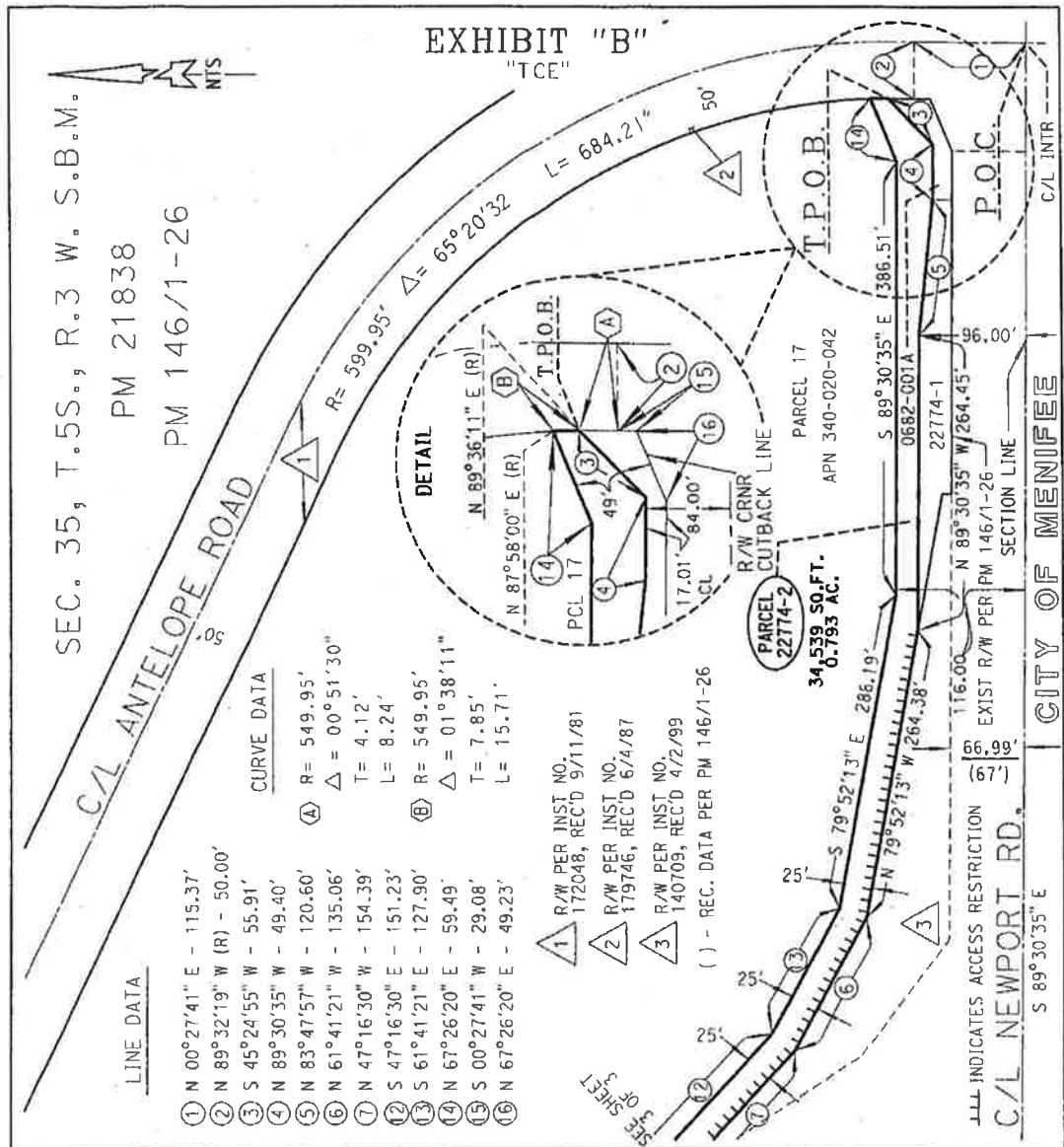
PM 21838

PM 146/1-26



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000090526.	
PCL No.: 22774-2	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: B5-0682	PROJECT: NEWPORT RD / 1-215 INTERCHANGE
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: KKC~B	
DATE: AUGUST, 2013	APPROVED BY: <i>Edward D. Hunt</i> DATE: 8-2-2013
SHEET 1 OF 3	





LINE DATA

- ① N 00°27'41" E - 115.37'
- ② N 89°32'19" W (R) - 50.00'
- ③ S 45°24'55" W - 55.91'
- ④ N 89°30'35" W - 49.40'
- ⑤ N 83°47'57" W - 120.60'
- ⑥ N 61°41'21" W - 135.06'
- ⑦ N 47°16'30" W - 154.39'
- ⑧ S 47°16'30" E - 151.23'
- ⑨ S 61°41'21" E - 127.90'
- ⑩ N 67°26'20" E - 59.49'
- ⑪ S 00°27'41" W - 29.08'
- ⑫ N 67°26'20" E - 49.23'

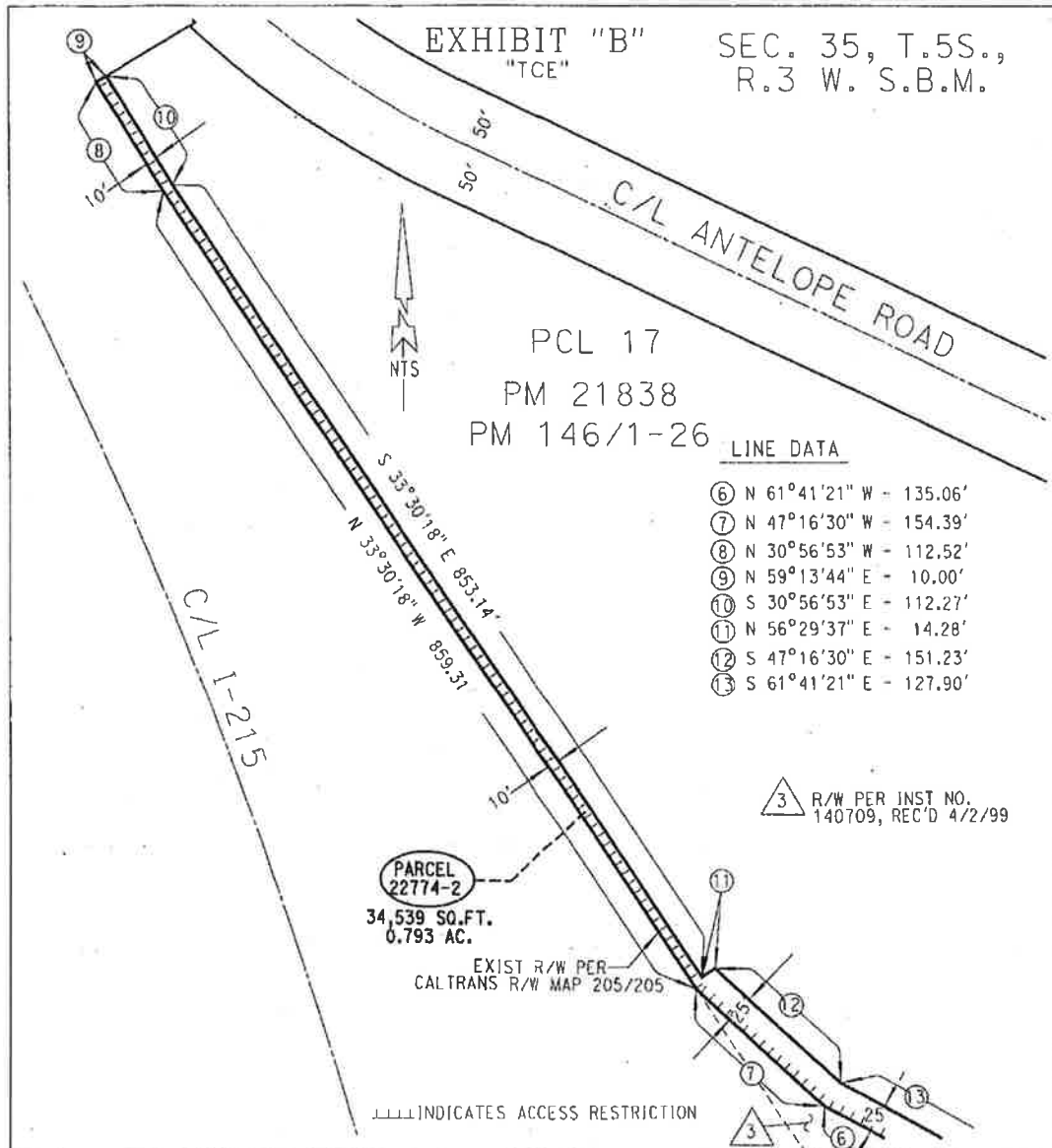
CURVE DATA

- Ⓐ R= 549.95' Δ= 00°51'30" T= 4.12' L= 8.24'
- Ⓑ R= 549.95' Δ= 01°38'11" T= 7.85' L= 15.71'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000090526.

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PREPARED BY: KKC~B	APPROVED BY: <i>Edward D. Hunt</i> DATE: 8-2-2013
DATE: AUGUST, 2013	
SHEET 2 OF 3	

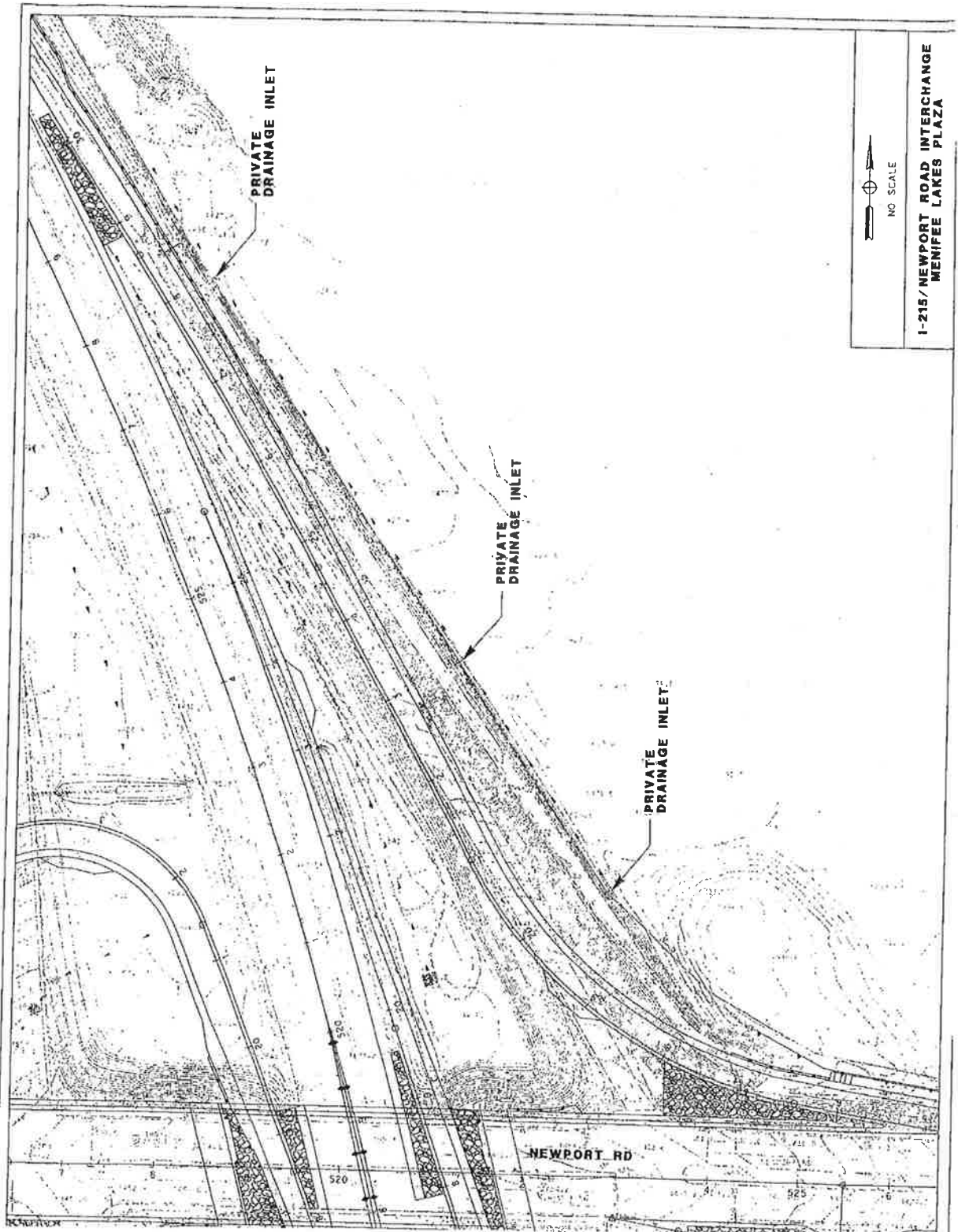




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PCL No.: 22774-2	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION	
WO No.: B5-0682	PROJECT: NEWPORT RD / I-215 INTERCHANGE	
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PREPARED BY: KKC~B	APPROVED BY: <i>Edward D. Hunt</i> DATE: 8-2-2013	
DATE: AUGUST, 2013		
SHEET 3 OF 3		

ATTACHMENT "2"
Map of Drainage Inlets



NO SCALE

I-215/NEWPORT ROAD INTERCHANGE
MENIFEE LAKES PLAZA