

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 8/8/14

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

821A



FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:
 October 8, 2014

SUBJECT: Right of Way Acquisition Agreement and Temporary Construction Access Agreement for the Scott Road/Interstate 215 Interchange Project, District 3/District 5, [\$1,060,260] CFD 05-8 Scott Road-100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Right of Way Acquisition Agreement for Parcel 21945-1, located within a portion of Assessor's Parcel Number 360-390-016;
2. Approve the attached Temporary Construction Access Agreement for Parcel 21945-2, located within a portion of Assessor's Parcel Number 360-390-016;

(Continued)

Patricia Romo
 Patricia Romo
 Assistant Director of Transportation
 for Juan C. Perez
 Director of Transportation and Land Management

Robert Field
 Robert Field
 Assistant County Executive Officer/EDA

FISCAL PROCEDURES APPROVED
 PAUL ANGLUO, CPA, AUDITOR-CONTROLLER
 BY: *Esteban Hernandez*

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,060,260	\$ 0	\$ 1,060,260	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: CFD 05-8 Scott Road-100%				Budget Adjustment: No	
				For Fiscal Year: 2014/15	

C.E.O. RECOMMENDATION:

APPROVE

BY: *Rohini Dasika*
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.:

District: 3/5

Agenda Number:

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 Access Agreement for the Scott Road/Interstate 215 Interchange Project, District 3/District 5, [\$1,060,260] CFD 05-8 Scott Road-100%
DATE: October 8, 2014
PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

3. Authorize the Chairman of the Board to execute these agreements on behalf of the County;
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;
5. Authorize and allocate the purchase amounts of \$963,594 to acquire Parcel 21945-1, and \$64,866 for a temporary construction access to acquire Parcel 21945-2, located within a portion of Assessor's Parcel Number 360-390-016; and
6. Authorize reimbursement to EDA/FM-Real Estate in the amount not-to-exceed \$31,800 for due diligence and staff expenses.

BACKGROUND:

Summary

The Riverside County Transportation Department (RCTD) proposes to widen Scott Road from west of Haun Road to east of Antelope Road, replacing the existing Scott Road overcrossing bridge at Interstate 215 (I-215), reconfiguring the on and off ramps, and adding freeway auxiliary lanes in the Cities of Menifee and Murrieta (Project).

The Initial Study with Proposed Mitigated Negative Declaration and State of California Department of Transportation National Environmental Policy Act (NEPA) Determination, Section 6005 were approved on December 2, 2010, by District 8 of the State of California Department of Transportation. A NEPA/California Environmental Quality Act (CEQA) Re-Validation Form was approved on November 29, 2012, by District 8 of the State of California Department of Transportation.

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the acquisition of the permanent rights for the price of \$963,594 and temporary rights for the price of \$64,866, both located within Assessor's Parcel Number 360-390-016, from Wal-Mart Stores Inc. There are costs of \$31,800 associated with this transaction.

Wal-Mart Stores Inc. will execute a Grant Deed in favor of the State of California referenced as Parcel Number 21945-1, located within a portion of Assessor's Parcel Number 360-390-016.

This Form 11 has been reviewed and approved by County Counsel as to legal form.

Impact on Citizens and Businesses

The Project will improve traffic flow along Scott Road between Haun and Antelope Road as well as the on-ramps and off-ramps operating more efficiently and improving traffic flow on the freeway in the area of the Scott Road/I-215 Interchange. Congestion and travel times will be reduced, thus, improving the quality of life and enhancing safety for the area residents and business owners.

(Continued)

SUPPLEMENTAL:
Additional Fiscal Information

The following summarizes the funding necessary for the acquisition and temporary access for a portion of Assessor's Parcel Number 360-390-016:

Right of Way Acquisition	\$ 963,594
Temporary Construction Easement	64,866
Estimated Title and Escrow Charges:	3,500
Preliminary Title Report	800
County Appraisals	11,500
EDA/FM Real Property Staff Time	16,000
Total Estimated Acquisition Costs:	\$ 1,060,260

All costs associated with the acquisition of this property are fully funded by CFD 05-08 Scott Road in the Transportation Department's budget for FY 2014/15. No net county costs will be incurred as a result of this transaction.

Attachments:
Right of Way Acquisition Agreement (4)
Temporary Construction Access Agreement (4)

1 PROJECT: I-215 / Scott Road Interchange Project
2 PARCEL(S): 21945-1
3 APN: 360-390-016 (PORTION)
4

5 **RIGHT OF WAY ACQUISITION AGREEMENT**

6 This Right of Way Acquisition Agreement, ("Agreement"), is made by and
7 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California
8 ("County"), and WAL-MART STORES INC., a Delaware Corporation, ("Grantor").
9 County and Grantor are sometimes collectively referred to as "Parties."

10 **RECITALS**

11 WHEREAS, Grantor owns that certain real property located at the east side of
12 Haun Road, west of Interstate 215 and north of Scott Road, in the City of Menifee,
13 County of Riverside, State of California, as depicted on the Plat Map identified as
14 Attachment 1, attached hereto and made a part hereof. The real property consisting of
15 ±23.42 acres of vacant land and is also known as Assessor's Parcel Numbers: 360-
16 390-008 and 360-390-016 ("Property"); and

17 WHEREAS, Grantor desires to sell to the County and the County desire to
18 purchase a portion of the Property ("ROW"), as follows: a Grant Deed in favor of the
19 State of California referenced as Parcel 21945-1 and described on Attachment 2,
20 attached hereto and made a part hereof; for the purpose of constructing the I-215 /
21 Scott Road Interchange Project ("Project"), pursuant to the terms and conditions set
22 forth herein; and

23 WHEREAS, concurrently with this Agreement, the Parties intend to enter into a
24 Temporary Construction Access Agreement to grant County the right to temporarily
25 use portions of the Property, as described therein, for the construction of the Project;
26 and

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

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

6
7 **ARTICLE I. AGREEMENT**

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

10 2. Consideration. For good and valuable consideration, Grantor agrees to
11 sell and convey to the County, and the County agrees to purchase from Grantor all of
12 the Right-of-Way Property described herein, under the terms and conditions set forth in
13 this Agreement. The full consideration for the Right-of-Way Property consists of the
14 purchase price amount for the real property interests to be acquired by the County
15 ("Purchase Price"). The Purchase Price in the amount of Nine Hundred Sixty Three
16 Thousand Five Hundred Ninety Four Dollars (\$963,594) is to be distributed to Grantor
17 in accordance with this Agreement.

18 3. County Responsibilities.

19 A. Upon the mutual execution of this Agreement, County will open
20 escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"). Promptly on the
21 Escrow Holder's request the Parties shall execute such additional Escrow instructions
22 as are reasonably required to consummate the transaction contemplated by this
23 Agreement and are not inconsistent with this Agreement. In the event of any conflict
24 between the terms of this Agreement and any additional Escrow instructions, the terms
25 of this Agreement shall control. The Escrow Holder will hold all funds deposited by the
26 County in an escrow account ("Escrow Account") that is interest bearing and at a bank
27 approved by County with interest accruing for the benefit of County. The Escrow
28

1 Account shall remain open until all charges due and payable have been paid and
2 settled; any remaining funds shall be refunded to the County.

3 B. Upon the opening of Escrow, the County shall deposit the
4 Consideration as follows:

5 i. Purchase Price. Deposit into Escrow the Purchase Price in
6 the amount of Nine Hundred Sixty Three Thousand Five Hundred Ninety Four Dollars
7 (\$963,594) (the "Deposit").

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

9 i. Closing Costs. County will deposit to Escrow Holder
10 amounts sufficient for all escrow, recording and reconveyance fees incurred in this
11 transaction, and if title insurance is desired by County, the premium charged therefore.
12 Said escrow and recording charges shall not include documentary transfer tax as
13 County is exempt pursuant to Ca Govt. Code section 6103 and Ca Revenue and
14 Taxation Code section 11922.

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

18 D. County will authorize the Escrow Holder to close Escrow and
19 release the Deposit, in accordance with the provisions herein, to Grantor conditioned
20 only upon the satisfaction by County.

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

24 a. The one (1) grant deed executed, acknowledged and
25 delivered to Craig Olsen, Real Property Agent for the County or to Escrow Holder,
26 substantially in the form attached hereto as Attachment 3, (Deed) granting the portion
27 of the Property, subject to the following:

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

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

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

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

12 5. Any other taxes owed whether current or
13 delinquent are to be made current.

14 E. At closing or Close of Escrow, County is authorized to deduct and
15 pay from amount shown in the Deposit, any amount necessary to satisfy and handle all
16 real property taxes, bonds, and assessments in the following manner:

17 a. All real property taxes shall be prorated, paid, and canceled
18 pursuant to the provisions of section 5081 et. seq., of the Revenue and Taxation Code.

19 b. Pay any unpaid liens or taxes together with penalties, cost
20 and interest thereon, and any bonds or assessments that are due on the date title is
21 transferred.

22 F. County shall direct Escrow Holder to disburse purchase price
23 minus any and all charges due upon Close of Escrow in accordance with the escrow
24 instructions contained in this Agreement.

25 Grantor Responsibilities.

26 A. Execute and acknowledge a Grant Deed in favor of the State of
27 California dated _____ identified as Parcel Number 21945-1; and deliver the
28 deed to Craig Olsen, Real Property Agent for the County or to the Escrow Holder.

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

21 C. Grantor shall be obligated hereunder to include without limitation,
22 and whether foreseeable or unforeseeable, all costs of any required or necessitated
23 repair, clean-up, detoxification, or decontamination of the parcel, and the preparation
24 and implementation of any closure, remedial action, or other required plans in
25 connection therewith, and such obligation shall continue under the parcel has been
26 rendered in compliance with applicable federal, state, and local laws, statutes,
27 ordinances, regulations, and rules.

28 ///

1 **Article II. MISCELLANEOUS**

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

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

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

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

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

20 6. This Agreement is the result of negotiations between the Parties and is
21 intended by the Parties to be a final expression of their understanding with respect to
22 the matters herein contained. This Agreement supersedes any and all other prior
23 agreements and understandings, oral or written, in connection therewith. No provision
24 contained herein shall be construed against the County solely because it prepared this
25 Agreement in its executed form.

26 7. This Agreement shall be governed by the laws of the State of California.
27 Any action at law or in equity brought by either of the Parties for the purpose of
28 enforcing a right or rights provided for by this Agreement shall be tried in a court of

1 competent jurisdiction in the County of Riverside, State of California, and the Parties
2 hereby waive all provisions of law providing for a change of venue in such proceedings
3 to any other county.

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

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(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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


4 In Witness Whereof, the Parties have executed this Agreement the day and year
5 last below written.

6
7 Dated: _____

8
9 COUNTY:
10 COUNTY OF RIVERSIDE, a political
11 subdivision of the State of California

GRANTOR:
WAL-MART STORES INC.,
a Delaware Corporation

12
13 By: _____
14 Jeff Stone, Chairman
Board of Supervisors

15
16 By: 
17 Name: John E. CLARKE
18 Its: U.P.g Real Estate

19
20 ATTEST:
21 Kecia Harper-Ihem
22 Clerk of the Board

23
24 By: _____
25 Deputy

26
27 APPROVED AS TO FORM:
28 Gregory P. Priamos,
County Counsel

By: 
Patricia Munroe
Deputy County Counsel

ATTACHMENT 1
Assessor's Plat Map

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

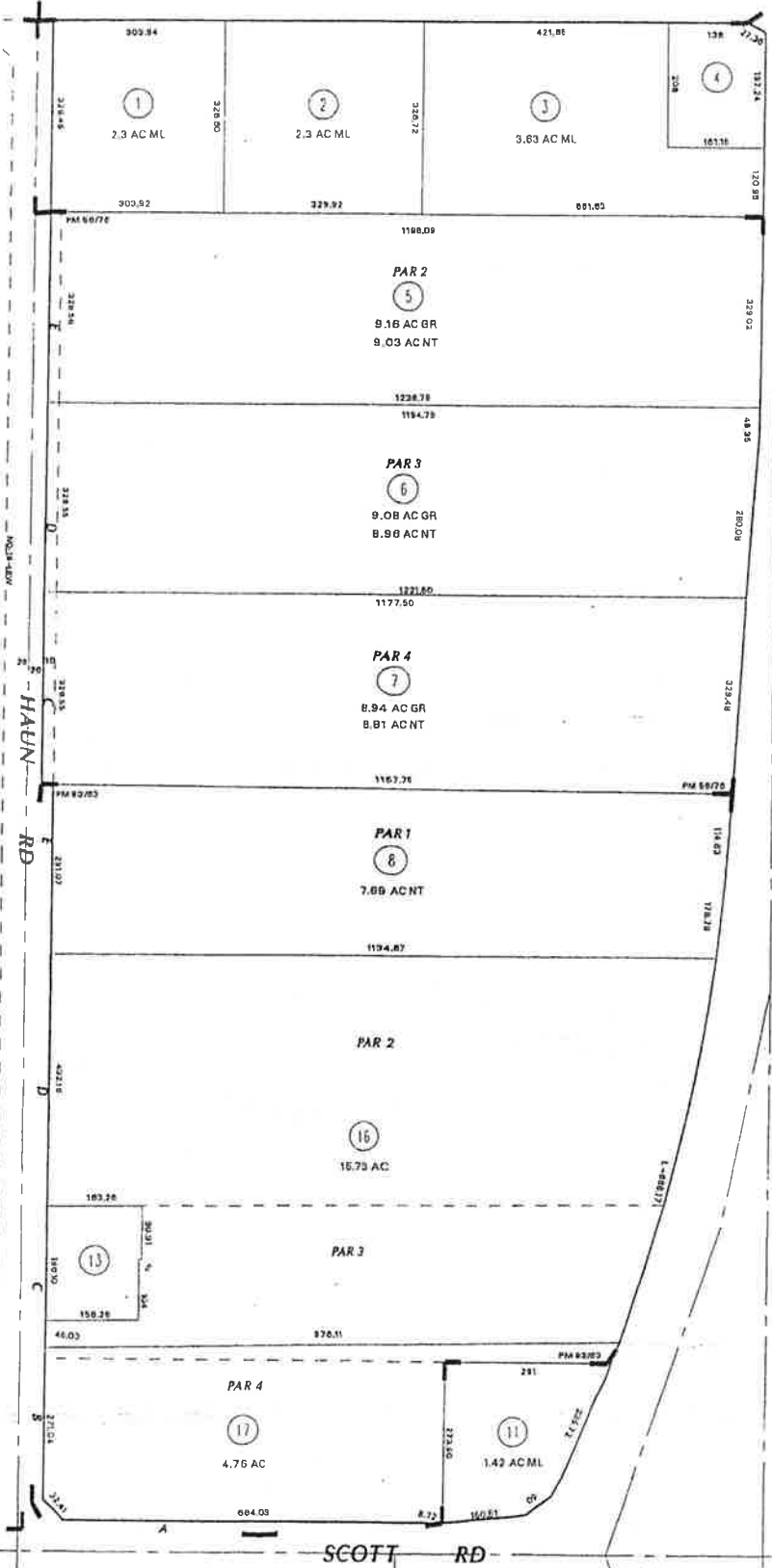
APR 04 2007

POR. SE 15 T. 6S., R. 3W

T.R.A. 054-111

360-39
357-36

1" = 200'
ANGL. L = 90



DATA: STATE HWY MAP

ASSESSOR'S MAP B6360 PG. 39
Riverside County, Calif.

03/01

PM 58/76 PARCEL MAP NO. 10610
PM 93/63 PARCEL MAP NO. 13382

NOV 2007

DATE	BY	REV
11/07	16	
05/07	15	
03/07	14	
01/07	13	
01/07	12	

38

372
11

35

359
09

STATE HWY 215

HAUN RD

SCOTT RD

ATTACHMENT 2

Legal Description and Plat Map

1. A portion of APN: 360-390-016 Parcel 21945-1 in favor of the State of California

EXHIBIT "A"
SCOTT ROAD (I-215 INTERCHANGE)
LEGAL DESCRIPTION
21945-1

BEING A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT 5044, RECORDED DECEMBER 19, 2006, AS INSTRUMENT NUMBER 2006-0926416, CONFORMING DEED RECORDED DECEMBER 19, 2006, AS INSTRUMENT NUMBER 2006-0926419, BOTH OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15;

THENCE N 89°22'21" W ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 600.31 FEET;

THENCE N 00°37'39" E, A DISTANCE OF 56.10 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL "B", BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SCOTT ROAD (VARIABLE NORTHERLY HALF WIDTH) PER INSTRUMENT NUMBERS 131519 AND 131520 BOTH RECORDED NOVEMBER 17, 1971, OFFICIAL RECORDS OF SAID RECORDER. SAID NORTHERLY RIGHT-OF-WAY LINE BEING SUBSEQUENTLY RELINQUISHED AS SHOWN AS SEGEMENT 15 OF RELINQUISHMENT 296R (RELINQUISHMENT MAP 12 OF 21 SHEETS) FILED IN THE OFFICE OF SAID RECORDER JULY 23, 1981 AS STATE HIGHWAY MAP BOOK 8, PAGES 48 THROUGH 68, INCLUSIVE (FILE NUMBER 139880);

THENCE N 00°13'50" E ALONG THE EASTERLY LINE OF SAID PARCEL "B" AND WESTERLY LINE OF SAID GRANT DEED, A DISTANCE OF 273.86 FEET TO THE NORTHERLY LINE OF SAID GRANT DEED;

THENCE S 89°22'21" E ALONG SAID NORTHERLY LINE, A DISTANCE OF 90.89 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 377.00 FEET AND AN INITIAL RADIAL BEARING OF N 83°54'47" W;

THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 03°44'12", AN ARC DISTANCE OF 24.59 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL "B", ALSO BEING THE SOUTHERLY LINE OF SAID PARCEL "A", SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

(COURSE "A") THENCE CONTINUING NORTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 24°29'37", AN ARC DISTANCE 161.17 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 344.00 FEET AND AN INITIAL RADIAL BEARING OF N 55°40'58" W;

(COURSE "B") THENCE NORTHEASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 11°25'16", AN ARC DISTANCE OF 68.57 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 262.00 FEET AND AN INITIAL RADIAL BEARING OF S 44°15'42" E;

(COURSE "C") THENCE CONTINUING NORTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 11°25'16", AN ARC DISTANCE OF 52.23 FEET;

(COURSE "D") THENCE N 34°19'02" E, A DISTANCE OF 37.20 FEET;

(COURSE "E") THENCE N 41°22'32" E, A DISTANCE OF 145.83 FEET;

EXHIBIT "A"
SCOTT ROAD (I-215 INTERCHANGE)
LEGAL DESCRIPTION
21945-1

(COURSE "F") THENCE N 34°08'05" E, A DISTANCE OF 22.93 FEET;

(COURSE "G") THENCE N 26°03'34" E, A DISTANCE OF 115.85 FEET;

(COURSE "H") THENCE N 32°09'57" E, A DISTANCE OF 62.65 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE FOR INTERSTATE 215 AS DESCRIBED BY GRANT DEED RECORDED AUGUST 11, 1971 AS INSTRUMENT NUMBER 90089, SAID OFFICIAL RECORDS, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,999.63 FEET AND AN INITIAL RADIAL BEARING OF S 80°50'43" E;

THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 11°01'35", AN ARC DISTANCE OF 577.26 FEET TO A POINT ON SAID SOUTHERLY LINE OF PARCEL A;

THENCE N 89°47'00" W ALONG SAID SOUTHERLY LINE, A DISTANCE OF 206.19 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 67,811 SQUARE FEET, OR 1.557 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 INTERSTATE 215 AND SCOTT ROAD, OVER AND ACROSS COURSES "A" THROUGH "H", 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 BY 1.000125036 TO OBTAIN GROUND DISTANCES.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Edward D. Hunt

DATE: 10-30-2013



EXHIBIT "B"

— 08-RIV-215-MP15.60-15.70-21945 (21945-1) —

T. 6S. R. 3W., S.B.M.

GRANT DEED
INST. 2006-0201938
REC. 03/22/2006

PARCEL MAP NO. 13382
PM 93/63

APN 360-390-016

SECTION 15

LOT LINE ADJUSTMENT
NO. 5044
INST. 06-0926416
REC. 12/19/2006

T.P.O.B.

N 80°10'35" W (R)

21945-1
67,811 SQ. FT.
1.557 AC.

GRANT DEED
INST. NO. 06-0926419
REC. 12/19/2006

PARCEL "B"

GRANT DEED
INST. NO. 07-0132117
REC. 02/26/2007

P.O.C.
SE CORNER
SECTION 15

CITY OF MENIFEE 15

SECTION LINE N 89°22'21" W 1319.71' (N89°20'53" W 1319.41')

TO C/L INT.
SCOTT ROAD
& HAUN ROAD

SURVEYOR'S NOTES:

- ||||| INDICATES RESTRICTED ACCESS
- ||||| INDICATES PREVIOUS ACCESS CONTROL
- () PER RECORD OF SURVEY, RS 21/33.
- [] PER CALTRANS MAP NO. 421584 & RIV. CO. MAP NO. 204-958.

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000125036.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: **SCOTT ROAD / 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: 10-30-2013



LINE DATA

- | | | |
|---|---------------|---------|
| ① | N 00°37'39" E | 56.10' |
| ② | S 89°22'21" E | 90.89' |
| ③ | N 34°19'02" E | 37.20' |
| ④ | N 41°22'32" E | 145.83' |
| ⑤ | N 34°08'05" E | 22.93' |
| ⑥ | N 26°03'34" E | 115.85' |
| ⑦ | N 32°09'57" E | 62.65' |
| ⑧ | N 89°47'00" W | 206.19' |

CURVE DATA

- | | |
|---|---------------|
| Ⓐ | Δ = 03°44'12" |
| | R = 377.00' |
| | T = 12.30' |
| | L = 24.59' |
| Ⓑ | Δ = 24°29'37" |
| | R = 377.00' |
| | T = 81.83' |
| | L = 161.17' |
| Ⓒ | Δ = 11°25'16" |
| | R = 344.00' |
| | T = 34.40' |
| | L = 68.57' |
| Ⓓ | Δ = 11°25'16" |
| | R = 262.00' |
| | T = 26.20' |
| | L = 52.23' |

- SCOTT ROAD RW INFORMATION:**
- ① R/W PER INST. 90089, REC. 08/11/1971
 - ② R/W PER INST. 131519, REC. 11/17/1971
 - ③ R/W PER INST. 131520, REC. 11/17/1971

PAR. NO.: **21945-1**
PREPARED BY: **KNV**
SCALE: **N.T.S.**
DATE: **OCTOBER, 2013**
W.O. NO.: **B3-0689**

ATTACHMENT 3

Form of
GRANT DEED

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 or tax. (Govt. Code 6103, 27383 and Rev. & Tax Code 11922)

CO:mr/010214/244TR/16.603

Space above this line for Recorder's Use

GRANT DEED
(CORPORATION)

District	County	Route	Post	Number
08	RIV	215	15.60- 15.70	21945

Wal-Mart Stores Inc., a Delaware Corporation, 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"

08-RIV-215-PM-15.60-15.70-21945 (21945-1)

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 Interstate 215 and Scott Road.

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this _____ day of _____, 20____.

WAL-MART STORES INC., a Delaware Corporation

By: _____

Name: _____

Its: _____

State of California }
 County of _____ } ss

ACKNOWLEDGMENT

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__

Malcom Dougherty
 Director of Transportation

By _____
 Attorney in Fact

EXHIBIT "A"
SCOTT ROAD (I-215 INTERCHANGE)
LEGAL DESCRIPTION
21945-1

BEING A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT 5044, RECORDED DECEMBER 19, 2006, AS INSTRUMENT NUMBER 2006-0926416, CONFORMING DEED RECORDED DECEMBER 19, 2006, AS INSTRUMENT NUMBER 2006-0926419, BOTH OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15;

THENCE N 89°22'21" W ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 600.31 FEET;

THENCE N 00°37'39" E, A DISTANCE OF 56.10 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL "B", BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SCOTT ROAD (VARIABLE NORTHERLY HALF WIDTH) PER INSTRUMENT NUMBERS 131519 AND 131520 BOTH RECORDED NOVEMBER 17, 1971, OFFICIAL RECORDS OF SAID RECORDER. SAID NORTHERLY RIGHT-OF-WAY LINE BEING SUBSEQUENTLY RELINQUISHED AS SHOWN AS SEGMENT 15 OF RELINQUISHMENT 296R (RELINQUISHMENT MAP 12 OF 21 SHEETS) FILED IN THE OFFICE OF SAID RECORDER JULY 23, 1981 AS STATE HIGHWAY MAP BOOK 8, PAGES 48 THROUGH 68, INCLUSIVE (FILE NUMBER 139880);

THENCE N 00°13'50" E ALONG THE EASTERLY LINE OF SAID PARCEL "B" AND WESTERLY LINE OF SAID GRANT DEED, A DISTANCE OF 273.86 FEET TO THE NORTHERLY LINE OF SAID GRANT DEED;

THENCE S 89°22'21" E ALONG SAID NORTHERLY LINE, A DISTANCE OF 90.89 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 377.00 FEET AND AN INITIAL RADIAL BEARING OF N 83°54'47" W;

THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 03°44'12", AN ARC DISTANCE OF 24.59 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL "B", ALSO BEING THE SOUTHERLY LINE OF SAID PARCEL "A", SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

(COURSE "A") THENCE CONTINUING NORTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 24°29'37", AN ARC DISTANCE 161.17 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 344.00 FEET AND AN INITIAL RADIAL BEARING OF N 55°40'58" W;

(COURSE "B") THENCE NORTHEASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 11°25'16", AN ARC DISTANCE OF 68.57 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 262.00 FEET AND AN INITIAL RADIAL BEARING OF S 44°15'42" E;

(COURSE "C") THENCE CONTINUING NORTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 11°25'16", AN ARC DISTANCE OF 52.23 FEET;

(COURSE "D") THENCE N 34°19'02" E, A DISTANCE OF 37.20 FEET;

(COURSE "E") THENCE N 41°22'32" E, A DISTANCE OF 145.83 FEET;

EXHIBIT "A"
SCOTT ROAD (I-215 INTERCHANGE)
LEGAL DESCRIPTION
21945-1

(COURSE "F") THENCE N 34°08'05" E, A DISTANCE OF 22.93 FEET;

(COURSE "G") THENCE N 26°03'34" E, A DISTANCE OF 115.85 FEET;

(COURSE "H") THENCE N 32°09'57" E, A DISTANCE OF 62.65 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE FOR INTERSTATE 215 AS DESCRIBED BY GRANT DEED RECORDED AUGUST 11, 1971 AS INSTRUMENT NUMBER 90089, SAID OFFICIAL RECORDS, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,999.63 FEET AND AN INITIAL RADIAL BEARING OF S 80°50'43" E;

THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 11°01'35", AN ARC DISTANCE OF 577.26 FEET TO A POINT ON SAID SOUTHERLY LINE OF PARCEL A;

THENCE N 89°47'00" W ALONG SAID SOUTHERLY LINE, A DISTANCE OF 206.19 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 67,811 SQUARE FEET, OR 1.557 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 INTERSTATE 215 AND SCOTT ROAD, OVER AND ACROSS COURSES "A" THROUGH "H", 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 BY 1.000125036 TO OBTAIN GROUND DISTANCES.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Edward D. Hunt

DATE: 10-30-2013



EXHIBIT "B"

08-RIV-215-MP15.60-15.70-21945 (21945-1)

T. 6S. R. 3W., S.B.M.

GRANT DEED
INST. 2006-0201938
REC. 03/22/2006

PARCEL MAP NO. 13382
PM 93/63
APN 360-390-016

LOT LINE ADJUSTMENT
NO. 5044
INST. 06-0926416
REC. 12/19/2006

T.P.O.B.

N 80°10'35" W (R)

21945-1
67,811 SQ. FT.
1.557 AC.

GRANT DEED
INST. NO. 06-0926419
REC. 12/19/2006

PARCEL "B"

GRANT DEED
INST. NO. 07-0132117
REC. 02/26/2007

P.O.C.
SE CORNER
SECTION 15

CITY OF MENIFEE 15

SECTION LINE

N 89°22'21" W 1319.71'

(N89°20'53" W 1319.41')

TO C/L INT.
SCOTT ROAD
& HAUN ROAD

SURVEYOR'S NOTES:

- ||||| INDICATES RESTRICTED ACCESS
- ||||| INDICATES PREVIOUS ACCESS CONTROL
- () PER RECORD OF SURVEY, RS 21/33.
- [] PER CALTRANS MAP NO. 421584 & RIV. CO. MAP NO. 204-958.



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000125036.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: SCOTT ROAD / 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: 10-30-2013

LINE DATA	
①	N 00°37'39" E 56.10'
②	S 89°22'21" E 90.89'
③	N 34°19'02" E 37.20'
④	N 41°22'32" E 145.83'
⑤	N 34°08'05" E 22.93'
⑥	N 26°03'34" E 115.85'
⑦	N 32°09'57" E 62.65'
⑧	N 89°47'00" W 206.19'

CURVE DATA	
Ⓐ	Δ = 03°44'12" R = 377.00' T = 12.30' L = 24.59'
Ⓑ	Δ = 24°29'37" R = 377.00' T = 81.83' L = 161.17'
Ⓒ	Δ = 11°25'16" R = 344.00' T = 34.40' L = 68.57'
Ⓓ	Δ = 11°25'16" R = 262.00' T = 26.20' L = 52.23'

23 SCOTT ROAD
RW INFORMATION:

①	R/W PER INST. 90089, REC. 08/11/1971
②	R/W PER INST. 131519, REC. 11/17/1971
③	R/W PER INST. 131520, REC. 11/17/1971

PAR. NO.:	21945-1
PREPARED BY:	KNV
SCALE:	N.T.S.
DATE:	OCTOBER, 2013
W.O. NO.:	B3-0689
SHEET 1 OF 1	

1 COUNTY OF RIVERSIDE, a political subdivision of the State of California
2 ("County"), and

3
4 WAL-MART STORES INC., a Delaware Corporation, ("Grantor")

5
6 PROJECT: I-215 / Scott Road Interchange Project

7 PARCEL: 21945-2

8 APN: 360-390-016 (PORTION)

9
10 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

11 This Temporary Construction Access Agreement ("Agreement") is made by and
12 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,
13 ("County") and WAL-MART STORES INC., a Delaware Corporation, ("Grantor").
14 County and Grantor are sometimes collectively referred to as "Parties."

15 1. RIGHTS GRANTED. The right is hereby granted to County to enter upon
16 and use the land of Grantor in the City of Menifee, County of Riverside, State of
17 California, described as portion of Assessor's Parcel Number 360-390-016, highlighted
18 on Attachment 1, attached hereto ("Property"), and made a part hereof, to be used for
19 street/on-ramp reconfiguration construction and construction of the new southbound
20 off-ramp and for all purposes necessary to facilitate and accomplish the construction of
21 I-215 / Scott Road Interchange Project ("Project").

22 2. AFFECTED PARCEL. The temporary construction access, used during
23 construction of the Project, referenced as Parcel No. 21945-2 consisting of
24 approximately 0.403 acres or 17,557 square feet as designated on Attachment 2,
25 attached hereto, and made a part hereof ("TCA Area").

26 3. COMPENSATION. County shall pay to the order of Grantor the sum of
27 Sixty Four Thousand Eight Hundred Sixty Six Dollars (\$64,866) for the right to enter
28 upon and use the TCA Area in accordance with the terms hereof.

1 4. NOTICE TO GRANTOR. County shall provide a thirty (30) day written
2 notice shall be given to Grantor prior to using the rights herein granted. The rights
3 herein granted may be exercised for twenty-four (24) months from the thirty (30) day
4 written notice, or until completion of said Project, whichever occurs later.

5 5. EQUIPMENT. It is understood that the County may enter upon the TCA
6 Area where appropriate or designated for the purpose of getting equipment to and from
7 the TCA Area. County agrees not to damage the TCA Area in the process of
8 performing such activities.

9 6. DEBRIS REMOVED. At the termination of the period of use of TCA Area
10 by County, but before its relinquishment to Grantor, debris generated by County's use
11 will be removed and the surface will be graded and left in a neat condition.

12 7. HOLD HARMLESS. Grantor shall be held harmless from all claims of
13 third persons arising from the County's use of the TCA Area permitted under this
14 Agreement; however, this hold harmless agreement does not extend to any liability
15 arising from or as a consequence of the presence of hazardous waste on the Property.

16 8. OWNERSHIP. Grantor hereby warrants that they are the owners of the
17 Property and that they have the right to grant County permission to enter upon and use
18 the Property.

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

26 10. MODIFICATIONS IN WRITING. This Agreement shall not be changed,
27 modified, or amended except upon the written consent of the parties hereto.

28 11. SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in

1 interest, shall be bound by all the terms and conditions contained in this Agreement,
2 and all the parties thereto shall be jointly and severally liable thereunder.

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

6 13. GOVERNING LAW AND VENUE. This Agreement shall be governed by
7 the laws of the State of California. Any action at law or in equity brought by either of
8 the Parties hereto for the purpose of enforcing a right or rights providing for by this
9 Agreement shall be tried in a court of competent jurisdiction in the County of Riverside,
10 State of California, and the Parties hereby waive all provisions of law providing for a
11 change of venue in such proceedings to any other county.

12
13
14 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
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28

1 14. COUNTERPARTS. This Agreement may be signed in counterpart or
2 duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a
3 signed original for all purposes.


4 In Witness Whereof, the Parties have executed this Agreement the day and year
5 last below written.

6 Dated: _____

7
8 COUNTY:
9 COUNTY OF RIVERSIDE, a political
10 subdivision of the State of California

GRANTOR:
WAL-MART STORES INC.,
a Delaware Corporation,

11
12 By: _____
13 Jeff Stone, Chairman
14 Board of Supervisors

By: 
Name: John E. CLARKE
Its: U.P.g Real Estate

15 ATTEST:
16 Kecia Harper-Ihem
17 Clerk of the Board

18 By: _____
19 Deputy

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

23 By: 
24 Patricia Munroe
25 Deputy County Counsel

ATTACHMENT 1
Assessor's Plat Map

APR 04 2007

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 LOT-SPLIT OR BUILDING SITE ORDINANCES.

POR. SE 15 T. 6S., R. 3W

T.R.A. 054-111

360-39
357-36

372
11

STATE HWY 215

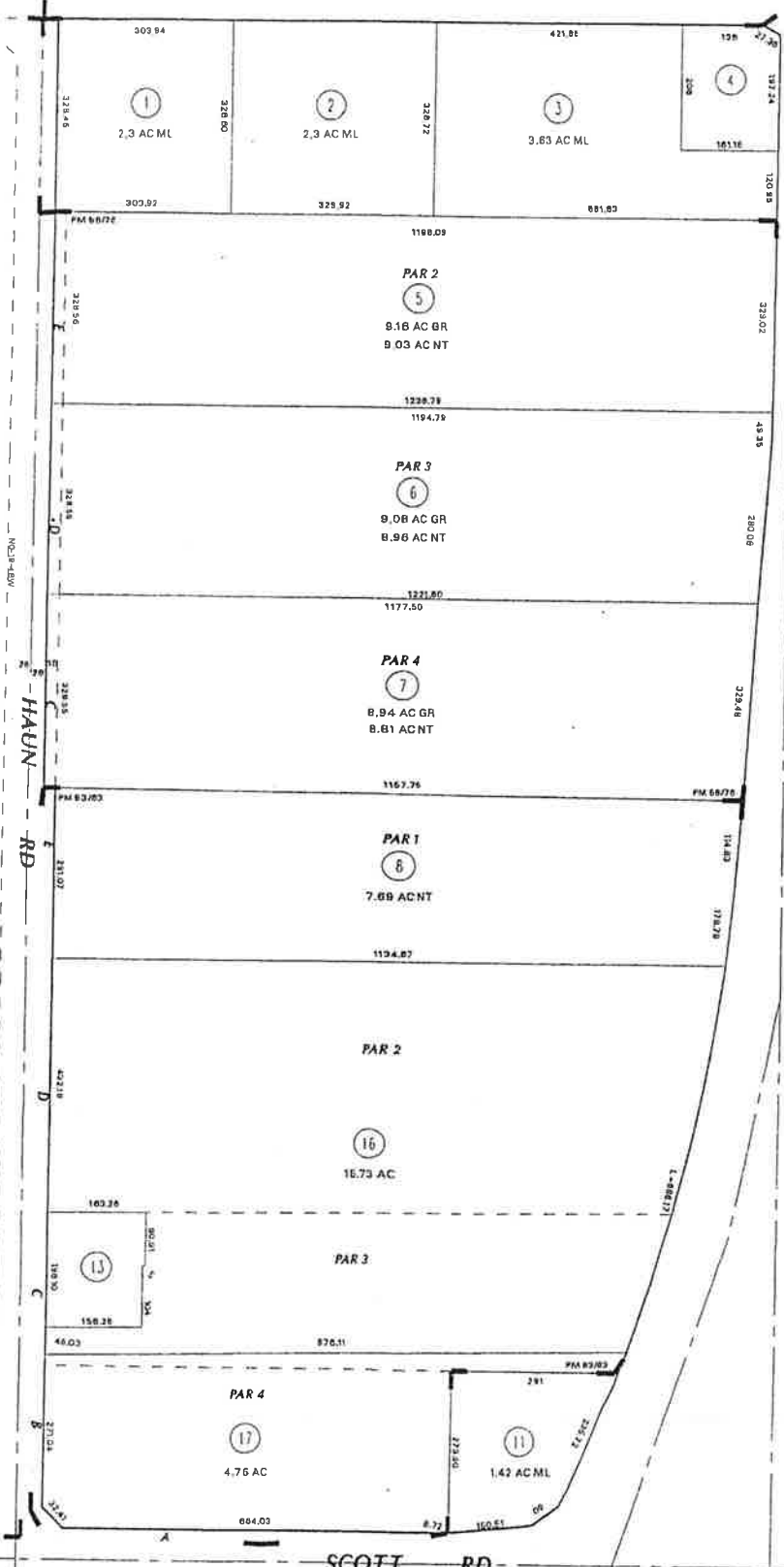
74
22 23

1" = 200'
ANGL = 90

35

38

358
09



ASSESSOR'S MAP BK560 PG.39
Riverside County, Calif.
C200

PM 58/76 PARCEL MAP NO. 10610
PM 93/63 PARCEL MAP NO. 13382

BLK	OLD NUMBER	NEW NUMBER
2107	10	15-13
2127	8, 14	16
2129	12, 15	17

APR 14 2007

NOV 2007

DATA: STATE HWY MAP

ATTACHMENT 2

Parcel 21945-2

EXHIBIT "A"
LEGAL DESCRIPTION
SCOTT ROAD (I-215 INTERCHANGE)
TEMPORARY CONSTRUCTION EASEMENT
21945-2

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES LYING WITHIN PARCEL "A" OF LOT LINE ADJUSTMENT 5044, RECORDED DECEMBER 19, 2006, AS INSTRUMENT NUMBER 2006-0926416, CONFORMING DEED RECORDED DECEMBER 19, 2006, AS INSTRUMENT NUMBER 2006-0926419, BOTH OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15;

THENCE N 89°22'21" W ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 600.31 FEET;

THENCE N 00°37'39" E, A DISTANCE OF 56.10 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL "B", BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SCOTT ROAD (VARIABLE NORTHERLY HALF WIDTH) PER INSTRUMENT NUMBERS 131519 AND 131520 BOTH RECORDED NOVEMBER 17, 1971, OFFICIAL RECORDS OF SAID RECORDER. SAID NORTHERLY RIGHT-OF-WAY LINE BEING SUBSEQUENTLY RELINQUISHED AS SHOWN AS SEGEMENT 15 OF RELINQUISHMENT 296R (RELINQUISHMENT MAP 12 OF 21 SHEETS) FILED IN THE OFFICE OF SAID RECORDER JULY 23, 1981 AS STATE HIGHWAY MAP BOOK 8, PAGES 48 THROUGH 68, INCLUSIVE (FILE NUMBER 139880);

THENCE N 00°13'50" E ALONG THE EASTERLY LINE OF SAID PARCEL "B" AND WESTERLY LINE OF SAID GRANT DEED, A DISTANCE OF 273.86 FEET TO THE NORTHERLY LINE OF SAID GRANT DEED;

THENCE S 89°22'21" E ALONG SAID NORTHERLY LINE, A DISTANCE OF 65.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 402.00 FEET AND AN INITIAL RADIAL BEARING OF N 84°15'13" W;

THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 03°28'28", AN ARC DISTANCE OF 24.38 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL "B", ALSO BEING THE SOUTHERLY LINE OF SAID PARCEL "A", SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 25°05'47", AN ARC DISTANCE 176.08 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 369.00 FEET AND AN INITIAL RADIAL BEARING OF N 55°40'58" W;

THENCE NORTHEASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 11°25'16", AN ARC DISTANCE OF 73.56 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 237.00 FEET AND AN INITIAL RADIAL BEARING OF S 44°15'42" E;

THENCE CONTINUING NORTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 11°25'16", AN ARC DISTANCE OF 47.24 FEET;

THENCE N 34°19'02" E, A DISTANCE OF 38.74 FEET;

THENCE N 41°22'32" E, A DISTANCE OF 145.79 FEET;

THENCE N 34°08'05" E, A DISTANCE OF 19.58 FEET;

THENCE N 26°03'34" E, A DISTANCE OF 115.42 FEET;

THENCE N 32°09'57" E, A DISTANCE OF 121.19 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)
SCOTT ROAD (I-215 INTERCHANGE)
TEMPORARY CONSTRUCTION EASEMENT
21945-2

LINE FOR INTERSTATE 215 AS DESCRIBED BY GRANT DEED RECORDED AUGUST 11, 1971 AS INSTRUMENT NUMBER 90089, SAID OFFICIAL RECORDS, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,999.63 FEET AND AN INITIAL RADIAL BEARING OF S 82°02'16" E;

THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 01°11'33", AN ARC DISTANCE OF 62.43 FEET;

THENCE S 32°09'57" W, A DISTANCE OF 62.65 FEET;

THENCE S 26°03'34" W, A DISTANCE OF 115.85 FEET;

THENCE S 34°08'05" W, A DISTANCE OF 22.93 FEET;

THENCE S 41°22'32" W, A DISTANCE OF 145.83 FEET;

THENCE S 34°19'02" W, A DISTANCE OF 37.20 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 262.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°25'16", AN ARC DISTANCE OF 52.23 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 344.00 FEET AND AN INITIAL RADIAL BEARING OF N 55°40'58" W;

THENCE CONTINUING SOUTHWESTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 11°25'16", AN ARC DISTANCE OF 68.57 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 377.00 FEET AND AN INITIAL RADIAL BEARING OF N 55°40'28" W;

THENCE SOUTHERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 24°29'37", AN ARC DISTANCE OF 161.17 FEET TO SAID SOUTHERLY LINE OF PARCEL "A";;

THENCE N 89°47'00" W ALONG SAID SOUTHERLY LINE OF PARCEL "A", A DISTANCE OF 25.33 FEET, TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 17,557 SQUARE FEET, OR 0.403 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 BY 1.000125036 TO OBTAIN GROUND DISTANCES.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Edward D. Hunt

DATE: 10-30-2013



EXHIBIT "B"

08-RIV-215-MP15.60-15.70-21945 (21945-2)

R/W INFORMATION:

- ① R/W PER INST. 90089, REC. 08/11/1971.
- ② R/W PER INST. 131519, REC. 11/17/1971
- ③ R/W PER INST. 131520, REC. 11/17/1971

SECTION 15
T. 6S. R. 3W., S.B.M.

GRANT DEED
INST. 2006-0201938
REC. 03/22/2006

APN 360-390-016

PARCEL "A"

LOT LINE ADJUSTMENT

NO. 5044
INST. 06-0926416
REC. 12/19/2006

PARCEL 3
T.P.O.B.
N 80°46'45" W (R)

PARCEL 4

GRANT DEED
INST. NO. 06-0926419
REC. 12/19/2006

PARCEL "B"

PARCEL MAP NO. 13382
PM 93/63

21945-2
17,557 SQ. FT.
0.403 AC.

CITY OF MENIFEE 15

SECTION LINE
N 89°22'21" W 1319.71'

TO C/L INT.
SCOTT ROAD
& HAUN ROAD

SCOTT ROAD
SURVEYOR'S NOTES:

- [] PER CALTRANS MAP NO. 421584 & RIV. CO. MAP NO. 204-958.
- () PER RECORD OF SURVEY, RS 21/33.

||||| INDICATES RESTRICTED ACCESS

T. 6S. R. 3W., S.B.M. 22

SECTION 22

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000125036.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: SCOTT ROAD / 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.

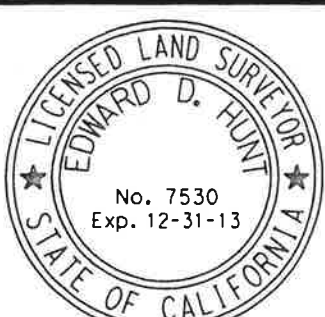
APPROVED BY *Edward D. Hunt* DATE: 10-30-2013

LINE DATA

- | | | |
|---|---------------|---------|
| ① | N 00°37'39" E | 56.10' |
| ② | S 89°22'21" E | 65.78' |
| ③ | N 34°19'02" E | 38.74' |
| ④ | N 41°22'32" E | 145.79' |
| ⑤ | N 34°08'05" E | 19.58' |
| ⑥ | N 26°03'34" E | 115.42' |
| ⑦ | N 32°09'57" E | 121.19' |
| ⑧ | S 32°09'57" W | 62.65' |
| ⑨ | S 26°03'34" W | 115.85' |
| ⑩ | S 34°08'05" W | 22.93' |
| ⑪ | S 41°22'32" W | 145.83' |
| ⑫ | S 34°19'02" W | 37.20' |
| ⑬ | N 89°47'00" W | 25.33' |

CURVE DATA

- | | |
|---|---------------|
| A | Δ = 03°28'28" |
| | R = 402.00' |
| | T = 12.19' |
| | L = 24.38' |
| B | Δ = 25°05'47" |
| | R = 402.00' |
| | T = 89.48' |
| | L = 176.08' |
| C | Δ = 11°25'16" |
| | R = 369.00' |
| | T = 36.90' |
| | L = 73.56' |
| D | Δ = 11°25'16" |
| | R = 237.00' |
| | T = 23.70' |
| | L = 47.24' |
| E | Δ = 01°11'33" |
| | R = 2999.63' |
| | T = 31.22' |
| | L = 62.43' |
| F | Δ = 11°25'16" |
| | R = 262.00' |
| | T = 26.20' |
| | L = 52.23' |
| G | Δ = 11°25'16" |
| | R = 344.00' |
| | T = 34.40' |
| | L = 68.57' |
| H | Δ = 24°29'37" |
| | R = 377.00' |
| | T = 81.83' |
| | L = 161.17' |



PAR. NO.:	21945-2
PREPARED BY:	KNV
SCALE:	N.T.S.
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