# FORM APPROVED COUNTY COUNSEL. BY: GREGORY P. PRIAMOS DATE

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



**FROM:** Economic Development Agency/Facilities Management and Transportation Department

March 12, 2015

**SUBJECT:** Right of Way Acquisition Agreement for the Scott Road/Interstate 215 Interchange Project, District 5, [\$741,078] CFD 05-8 Scott Road-100%

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

- 1. Approve the attached Right of Way Acquisition Agreement for Parcels 0689-003A, 0689-003B, 0689-003C and 0689-003D, all located within a portion of Assessor's Parcel Number 372-110-003;
- 2. Authorize the Chairman of the Board to execute these agreements on behalf of the County;
- 3. Authorize the Assistant County Executive Officer/EDA or his designee to execute any other documents and administer all actions necessary to complete this transaction;

Patricia Romo Assistant Director of

Transportation, for Juan C. Perez Director of Transportation and Robert Field

Assistant County Executive Officer/EDA

Land Management

(Continued)

						POLICY/CONSENT (per Exec. Office)				
COST \$ 741,078 \$ 0 \$ 741,078 \$ 0						nsent  Policy				
NET COUNTY COST \$ 0 \$ 0 \$ 0										
SOURCE OF FUNDS: CFD 05-8 Scott Road-100% Budget Adjustment: No										
								For Fiscal Y	'ea	r: 2014/15

C.E.O. RECOMMENDATION:

APPROVE

BY:\_

**County Executive Office Signature** 

MINUTES OF THE BOARD OF SUPERVISORS

PAUL ANGULG, CPA AUDITOR-C BY Esteban Herfandez	☐ Positions Added ☐ Change Order	A-30 4/5 Vote	
FISCAL PROCEDURES APPROVED PAUL ANGULG, CPA/AUDITOR-C	Positions Added	A-30	

Prev. Agn. Ref.: N/A

District: 5

Agenda Number:

3 - 20

### 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 for the Scott Road/Interstate 215 Interchange Project, District 5, [\$741,078] CFD 05-8 Scott Road-100%

**DATE:** March 12, 2015

**PAGE:** 2 of 3

### **RECOMMENDED MOTION: (Continued)**

- 4. Authorize and allocate the full settlement amounts of \$694,278 to acquire Parcels 0689-003A, 0689-003B, 0689-003C and 0689-003D, all located within a portion of Assessor's Parcel Number 372-110-003; and
- 5. Authorize reimbursement to EDA/FM-Real Estate in the amount not-to-exceed \$46,800 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 \$694,278, located within a portion of Assessor's Parcel Number 372-110-003, from SFU Investments Limited Partnership. There are costs of \$46,800 associated with this transaction.

SFU Investments Limited Partnership will execute a Grant Deed in favor of the City of Menifee referenced as Parcel Number 0689-003A, an Easement Deed in favor of the City of Menifee referenced as Parcels 0689-003B and 0689-003C for slope purposes and an Easement Deed in favor of the City of Menifee referenced as Parcel 0689-003D for drainage purposes, all located within a portion of Assessor's Parcel Number 372-110-003.

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 onramps 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.

### 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 for the Scott Road/Interstate 215 Interchange Project, District 5, [\$741,078] CFD 05-8 Scott Road-100%

**DATE:** March 12, 2015

**PAGE:** 3 of 3

### SUPPLEMENTAL:

### **Additional Fiscal Information**

The following summarizes the funding necessary for the acquisition of a portion of Assessor's Parcel Number 372-110-003:

Full Settlement Price – Acquisition	\$694,278
Estimated Title and Escrow Charges	2,500
Preliminary Title Report	1,000
County Appraisals	27,300
EDA/FM Real Property Staff Time	16,000
Total Estimated Acquisition Costs:	\$741,078

All costs associated with the acquisition of this property are fully funded by CFD 05-8 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)

PROJECT: I-215 / Scott Road Interchange Project

PARCEL(S): 0689-003A, 0689-003B, 0689-003C and

0689-003D

APN:

372-110-003 (Portion)

### RIGHT OF WAY ACQUISITION AGREEMENT

This Right of Way Acquisition Agreement, ("Agreement"), is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), and SFU INVESTMENTS LIMITED PARTNERSHIP, a California limited partnership ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

### **RECITALS**

WHEREAS, Grantor owns that certain real property located at the northwest quadrant of Scott Road and Antelope Road, City of Menifee, County of Riverside, State of California, as depicted on the Plat Map identified as Attachment 1, attached hereto and made a part hereof. The real property consisting of ±122.957 acres of vacant land and is also known as Assessor's Parcel Number: 372-110-003 ("Property"); and

WHEREAS, Grantor desires to sell to the County and the County desires to purchase a portion of the fee simple interest in the portion of the Property, as well as a slope easement and drainage easement, for the purpose of constructing the I-215 / Scott Road Interchange Project ("Project") as follows: a Grant Deed in favor of the City of Menifee referenced as Parcel 0689-003A and described on Attachment 2A, attached hereto and made a part hereof consisting of a total of 1.492 acres (the real property described and depicted in Attachment 2A referred to as the "Right of Way Property"); a Slope Easement Deed in favor of City of Menifee referenced as Parcels 0689-003B and 0689-003C and described on Attachment 2B, attached hereto and made a part hereof consisting of 0.51 acres ("Slope Easement Area"); and a Drainage Easement Deed in favor of City of Menifee referenced as Parcel 0689-003D and described on

Attachment 2C, attached hereto and made a part hereof consisting of 0.015 acres ("Drainage Easement Area"), pursuant to the terms and conditions set forth herein; and

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

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

### **ARTICLE 1. AGREEMENT**

- 1. <u>Recitals</u>. All the above recitals are true and correct and by this reference are incorporated herein.
- 2. <u>Consideration</u>. For good and valuable consideration, Grantor agrees to sell and convey to the County, and the County agrees to purchase from Grantor fee title to the Right-of-Way Property described herein and an easement over the Slope Easement Area and Drainage Easement Area, under the terms and conditions set forth in this Agreement. The full consideration for the Right-of-Way Property, Slope Easement and Drainage Easement consists of the purchase price amount for the real property interests to be acquired by the County ("Purchase Price"). The Purchase Price in the amount of Six Hundred Ninety Four Thousand Two Hundred and Seventy Eight Dollars (\$694,278) is to be distributed to Grantor in accordance with this Agreement.

### 3. County Responsibilities.

A. Upon the mutual execution of this Agreement, County will promptly open escrow ("Escrow") with Lawyers Title Company located at 4100 Newport Place Drive, Suite 120, Newport Beach, California 92660, Attention: \_\_\_\_\_\_; Phone Number: (949) 724-3170; Email: unit10@ltic.com ("Escrow Holder"). Promptly on the Escrow Holder's request the Parties shall execute such additional Escrow instructions as are reasonably required to consummate the transaction contemplated by this

Agreement and are not inconsistent with this Agreement. In the event of any conflict between the terms of this Agreement and any additional Escrow instructions, the terms of this Agreement shall control. The Escrow Holder will hold all funds deposited by the County in an escrow account ("Escrow Account") that is interest bearing and at a bank approved by Grantor with interest accruing for the benefit of Grantor. The Escrow Account shall remain open until all charges due and payable have been paid and settled; any remaining funds shall be refunded to the County.

B. Upon the opening of Escrow, the County shall deposit the Purchase Price in the amount of Six Hundred Ninety Four Thousand Two Hundred and Seventy Eight Dollars (\$694,278) (the "Deposit").

### C. Escrow:

- i. Closing Date. On or before the date that is forty-five (45) days after the Effective Date ("Closing Date"), Escrow shall close ("Close of Escrow"). In the event that Escrow fails to close on or before the Closing Date for a reason other than the default of County or Grantor, either Party may, by delivery of written notice to the other Party and to Escrow Holder, terminate this Agreement and cancel Escrow, in which event Escrow Holder shall immediately deliver to each Party such funds and documents deposited by each Party with Escrow Holder and neither Party shall have any further rights, liabilities or obligations in connection with this Agreement.
- ii. Closing Costs. County will deposit with Escrow Holder at least two (2) weeks prior to the Closing Date amounts sufficient for all escrow, recording and reconveyance fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefore. Said escrow and recording charges shall not include documentary transfer tax as County is exempt pursuant to Ca Govt. Code section 6103 and Ca Revenue and Taxation Code section 11922.
- iii. County will also deposit at least two (2) weeks prior to the Closing Date all other such documents consistent with this Agreement as are reasonably required by Escrow Holder or otherwise to close Escrow.

- D. County will authorize the Escrow Holder to close Escrow and release the Purchase Price, without deduction for closing costs, in accordance with the provisions herein, to Grantor conditioned only upon the satisfaction by County of the following:
- i. The deposit of the following documents into Escrow for recordation in the Official Records of the County Recorder of Riverside County ("Official Records") upon Close of Escrow:
- a. The one (1) grant deed, one (1) slope easement deed and one (1) drainage easement deed executed, acknowledged and delivered to Monica Tlaxcala, Real Property Agent for the County or to Escrow Holder, substantially in the forms attached hereto as Attachment 3, (Deeds) granting the portion of the Right of Way Property, subject to the following:
- E. Title to the Right of Way Property shall be free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), and taxes except those encumbrances and easements which are identified on the Preliminary Report dated as of October30, 2014 and issued by Lawyers Title Company, a copy of which is attached hereto as Attachment 4, provided that all delinquent taxes, special taxes and assessments referred to therein shall be paid at the Close of Escrow from proceeds due to Grantor and all non-delinquent taxes, special taxes and assessments shall be prorated as of the Closing Date.
- F. At Close of Escrow, County is authorized to deduct and pay from amount shown in the Deposit, any amount necessary to satisfy and bring current as of the date of the Close of Escrow all real property taxes, bonds, and assessments, liens, penalties, cost and interest thereon.
- G. At the Close of Escrow, Escrow Holder shall disburse to Grantor the Purchase Price, less the foregoing amounts necessary to satisfy and bring current as of the date of the Close of Escrow real property taxes, bonds, and assessments, liens, penalties, cost and interest thereon.

"AS IS" and "WITH ALL FAULTS". As of the Effective Date, H. County shall be deemed to have satisfied itself as to the feasibility, desirability, habitability and suitability of the Right of Way Property, the Slope Easement Area and Drainage Easement Area for County's intended use and purpose, the physical and environmental condition of the Right of Way Property, the Slope Easement Area and the Drainage Easement Area, including without limitation, the presence or absence of Hazardous Materials (defined below) or toxic substances, the suitability and stability of the soil on, in, under and about the Right of Way Property, the Slope Easement Area or the Drainage Easement Area, the size and square footage of the Right of Way Property, the Slope Easement Area and the Drainage Easement Area, compliance with applicable laws and all other matters which County deems relevant to its acquisition of the Right of Way Property. County understands, acknowledges and agrees that, except as expressly represented, warranted or covenanted by Grantor in this Agreement, the sale and conveyance of the Right of Way Property to County hereunder is made on an "AS-IS" and "WITH ALL FAULTS" basis. ACCORDINGLY, COUNTY HEREBY THAT, EXCEPT FOR THE SPECIFIC ACKNOWLEDGES AND AGREES REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, GRANTOR MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND WITH RESPECT TO THE RIGHT OF WAY PROPERTY OR SLOPE EASEMENT AREA, EITHER EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. COUNTY IS PURCHASING THE RIGHT OF WAY PROPERTY AND ACQUIRING A SLOPE EASEMENT AS TO THE SLOPE EASEMENT AREA IN THEIR "AS-IS" CONDITION INCLUSIVE OF ALL FAULTS AND DEFECTS AS MAY EXIST ON THE EFFECTIVE DATE AND THE DATE ON WHICH THE CLOSE OF ESCROW OCCURS AND IN THEIR "AS-IS" STATE OF REPAIR INCLUSIVE OF ALL FAULTS AND DEFECTS AS MAY EXIST ON THE EFFECTIVE DATE AND AS OF THE

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CLOSE OF ESCROW. County hereby expressly acknowledges and agrees that it is

purchasing the Right of Way Property and acquiring a slope easement as to the Slope

Easement Area and a drainage easement as to the Drainage Easement Area, "AS IS,"

and "WITH ALL FAULTS," after such inspection, analysis, examination and

investigation County cares to make and expressly without Grantor's covenant, warranty

or representation, expressed or implied, as to physical condition, compliance with law,

habitability, use, suitability for particular purposes or any other matter whatsoever.

County also expressly acknowledges and agrees that the Purchase Price of the Right

of Way Property, the Slope Easement and the Drainage Easement accurately reflects

the "AS IS," and "WITH ALL FAULTS" nature of this transaction and that, but for the

risks assumed by County in connection with the condition of the Right of Way Property,

Slope Easement Area and Drainage Easement Area, the Purchase Price would be

substantially higher. County expressly acknowledges that it has been or prior to the

Close of Escrow shall have been afforded ample opportunity to inspect, analyze and

J. To the maximum extent permitted by law, Grantor and its Affiliates shall not be liable for any liabilities, losses, damages, demands, injuries, actions, proceedings, causes of action or claims of any kind or character costs and expenses (including court costs and reasonable attorney, experts,' and consultants' fees and costs) of any nature whatsoever, at law or in equity (collectively "Claims") to any person, including, without limitation, County, the City of Menifee or the State of California in any way arising out of or relating to the Right of Way Property or the Slope

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Easement Area, including, without limitation, any such Claims in any way relating to: (i) any defects in title to the Right of Way Property, Slope Easement Area and Drainage Easement Area, (ii) the physical condition of the Right of Way Property, Slope Easement Area and Drainage Easement Area, including, without limitation, any defect in the design, construction of, maintenance of and/or material in any structure, equipment or improvements in, on or about the Right of Way Property, Slope Easement Area as well as any slope failure or subsurface grading, geologic or groundwater condition and Drainage Easement Area, (iii) the environmental condition, including the presence, disposal, migration, release or deposit of asbestos, mold, lead based paint, radon and any other Hazardous Materials or toxic substances or materials (as defined by applicable laws and specifically including crude oil, petroleum products and petroleum hydrocarbons) in, on, under or about the Right of Way Property, Slope Easement and Drainage Easement Area, (iv) the biological condition of the Right of Way Property, Slope Easement Area and Drainage Easement Area, including without limitation, the presence of endangered or threatened species, wetlands, waterways, vernal pools and the like, (v) any prior use of the Right of Way Property, Slope Easement Area and Drainage Easement Area or any part thereof, (vi) any zoning, permitting and licensing matters pertaining to the Right of Way Property, Slope Easement Area and Drainage Easement Area or compliance therewith, (vii) any noncompliance with laws, (v) any shortages in square footage or area of the Right of Way Property, Slope Easement Area and Drainage Easement Area and (vi) the application of the principles of strict liability, negligence and any other theory of law with respect to any act or omission of Grantor, County, the City of Menifee and/or the State of California or their respective agents, employees, licensees, invitees or contractors relating to the Right of Way Property, Slope Easement Area and Drainage Easement Area and/or the structures, equipment, and improvements thereon.

K. As a covenant that shall survive the Close of Escrow, County waives, releases and holds Grantor and its Affiliates harmless from and against all

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Claims against them relating in any way to the Right of Way Property, Slope Easement Area and Drainage Easement Area, including, without limitation, those set forth in the foregoing paragraph J. The foregoing release and hold harmless provision shall apply to any Claim or action brought by County, the City of Menifee and the State of California, as well as their contractors, subcontractors, agents, employees, representatives, affiliates, successors, and assigns or by any other governmental agency or entity under any statute or common law now or hereinafter in effect and is intended to apply with respect to any Claims regardless of whether the Claims relate to matters arising before or after the conveyance the Right of Way Property, Slope Easement Area and Drainage Easement Area to County as contemplated herein. The foregoing release includes Claims of which County is presently unaware or which County does not presently suspect to exist which, if known by County would materially affect County's release of Grantor and its Affiliates. County specifically waives and relinquishes all rights and benefits accorded to County under Section 1542 of the Civil Code of the State of California with respect to Grantor. Civil Code Section 1542 states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

County's Initials Grantor's Initials

L. As a covenant that shall survive the Close of Escrow, County agrees to indemnify, defend and hold harmless Grantor and its successors and assigns and their respective officers, directors, shareholders, employees, contractors, licensees, tenants, agents, and representatives (individually and collectively,

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"Indemnified Parties") from and against any Claims and liens (including mechanic's liens) arising directly or indirectly out of or relating to (a) any act or omission in connection with the use of the Right of Way Property, Slope Easement and Drainage Easement granted under this Agreement; (b) the negligence, willful misconduct, or intentional act of County or any County employees, contractors, agents, tenants, invitees, assignees or licensees; (c) the use, transport, storage, release, or disposal of any Hazardous Materials on the Right-of-Way Property, Slope Easement Area or Drainage Easement Area, and/or (d) any breach of County's obligations under this Agreement. County's obligations under this section shall not extend to any Claims to the extent such Claims arise from the negligence, willful misconduct, or intentional act of Grantor or its successors and assigns. As used in this Agreement, "Hazardous Materials" shall mean any material or substance defined or regulated as a hazardous or toxic material, waste, or substance under any federal, state, or local law, statute, ordinance, regulation, guideline, order, judicial or administrative decision, and/or any applicable insurance policy presently in effect or as may be modified from time to time after the date of this Agreement, and shall specifically include, but not be limited to, petroleum products and byproducts. County accepts the Right-of-Way Property, Slope Easement Area and Drainage Easement Area "as-is."

M. County is a public entity possessing the authority to acquire real property through eminent domain proceedings. The Parties acknowledge that the Right of Way Property, Slope Easement Area and Drainage Easement Area is being conveyed by Grantor to County in lieu of condemnation by County.

Both Grantor and County recognize the expense, time, effort, and risk to both Parties in determining the compensation for the Right of Way Property, Slope Easement Area and Drainage Easement Area by eminent domain litigation. The compensation set forth herein for the Right of Way Property, Slope Easement Area and Drainage Easement Area is in compromise and settlement, in lieu of such litigation.

### 4. Grantor Responsibilities.

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Slope Easement Area and the Drainage Easement Area. The acquisition price of the Right of Way Property, Slope Easement Area and Drainage Easement being acquired in this transaction reflects the fair market value

of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of Hazardous Materials which requires

At least sixty (60) days prior to the Closing Date, Grantor shall

Grantor hereby represents and warrants that the to the actual

mitigation under Federal or State Law, subject to the release of Grantor and its

Affiliates herein, the County may elect to recover its cleanup costs from those who

caused or contributed to the contamination.

### Article II. MISCELLANEOUS

The Parties acknowledge that, multiple points of access off of Antelope 1. Road will be allowed, the specific location(s) and type(s) of access of which shall be determined and approved by the City of Menifee, upon submittal of future plans, traffic studies, and other necessary documents by Grantor. The County makes no

representation or warranty regarding City's actions pertaining to approval of future driveway locations.

- 2. It is mutually understood and agreed by and between the Parties hereto that the right of possession and use of the Right of Way Property, Slope Easement Area and Drainage Easement Area by County, including the right to remove and dispose of improvements, shall commence upon the Close of Escrow.
- 3. This Agreement embodies all of the considerations agreed upon between the County and Grantor. This Agreement, which was entered into by the parties in lieu of County's condemnation of the Right of Way Property, was obtained without any coercion or promises other than those provided herein and the parties enter into this Agreement freely and voluntarily.
- 4. Except as set forth in Slope Easement and Drainage Easement, the performance of this Agreement constitutes the entire consideration for the acquisition of the Right of Way Property, the Slope Easement Area and the Drainage Easement Area and shall relieve the County of all further obligations or claims pertaining to the acquisition of the Right of Way Property, the Slope Easement Area and the Drainage Easement Area or pertaining to the location, grade or construction of the proposed public improvement.
- 5. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquired any right by virtue of this Agreement.
- 6. This Agreement shall not be changed, modified, or amended except upon the written consent of the Parties hereto.
- 7. This Agreement is the result of negotiations between the Parties and is intended by the Parties to be a final expression of their understanding with respect to the matters herein contained. This Agreement supersedes any and all other prior agreements and understandings, oral or written, in connection therewith. No provision

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

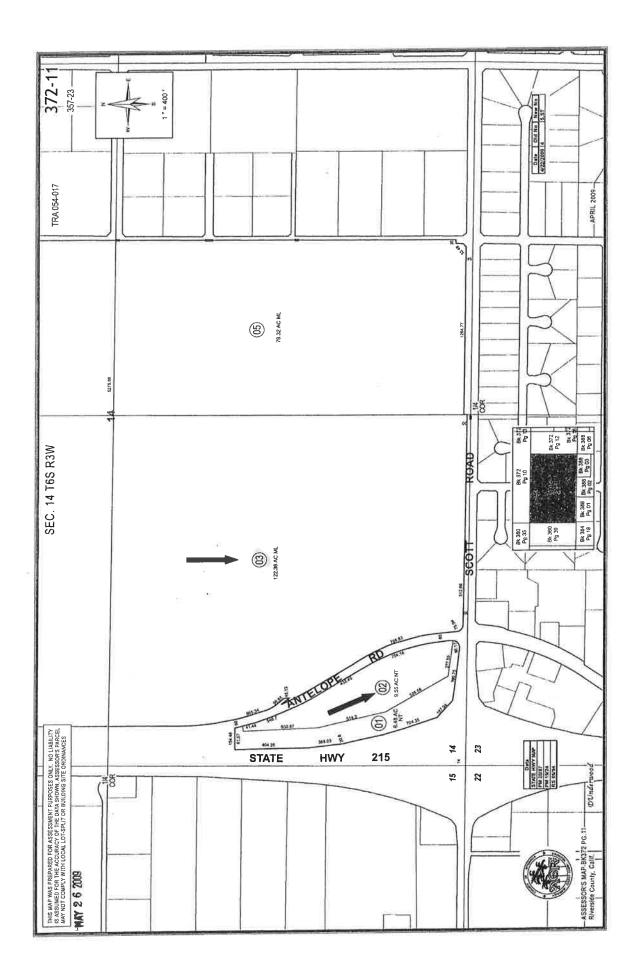
- 8. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
- 9. County and Grantor and its assigns and successors in interest shall be bound by all the terms and conditions contained in this Agreement, and all the Parties thereto shall be jointly and severally liable thereunder.
- 10. This Agreement 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.
- 11. Time shall be of the essence as to all dates and times of performance, whether they are contained herein or contained in any Escrow instructions to be executed pursuant to this Agreement, and all escrow instructions shall contain a provision to this effect
- 12. If any action, suit, or other proceeding is instituted by either party to remedy, prevent, and/or obtain relief from breach of this Agreement, or to otherwise interpret and/or enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs in each and every such action, suit or other proceeding, including any and all appeals or petitions related thereto. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California.
- 13. When signed by Grantor, this instrument constitutes an offer to County which must be accepted, if at all, by delivery to Grantor and Escrow Holder of fully executed originals (one for Grantor and one for escrow) along with the Purchase Price

to Escrow Holder on or before 5:00 p.m. local time, on the one-hundredth (100th) day after the date set forth under Grantor's signature below, failing which, said offer shall be automatically revoked, terminated and of no force or effect unless the parties agree, in writing, to an extension of time.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

1	In Witness Whereof, the P	arties have executed this Agreement the day and yea
2	last below written.	
3		
4	Dated:	
5		
6	COUNTY:	GRANTOR:
7	COUNTY OF RIVERSIDE, a poli subdivision of the State of Califo	
8	Gubalyloloff of the otate of ourie	limited partnership
9	By:	
10	Marion Ashley, Chairman Board of Supervisors	By: Wu Wang
11	Board of Capatiticate	Managing Partner
12	ATTEST:	1/14/15
13	Kecia Harper-Ihem Clerk of the Board	·
14	Sign of the Board	
15	By:	
16	Deputy	
17	APPROVED AS TO FORM:	
18	Greg Priamos	
19	County Counsel	
20	Raymond M. Mistica	2
21	Deputy County Counsel	
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28	MT:ra/010815/244TR/16.613	S:\Real Property\TYPING\Docs-16.500 to 16.999\16.613.doc

# ATTACHMENT 1 Assessor's Plat Map



### **ATTACHMENT 2**

### Legal Descriptions and Plat Maps

### "2A" - Grant Deed

1. A portion of APN: 372-110-003; Parcel 0689-003A in favor of the City of Menifee

"2B" - Slope Easement

2. A portion of APN: 372-110-003; Parcels 0689-003B & 0689-003C in favor of the City of Menifee

"2C" - Drainage Easement

3. A portion of APN: 372-110-003; Parcel 0689-003D in favor of the City of Menifee

# EXHIBIT "A" SCOTT ROAD (I-215 INTERCHANGE) LEGAL DESCRIPTION 0689-003A

BEING A PORTION OF "PARCEL 3", "PARCEL 4", AND "PARCEL 7" AS DESCRIBED BY QUITCLAIM DEED RECORDED MARCH 9, 1998, AS INSTRUMENT NUMBER 084940, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SCOTT ROAD (VARIABLE NORTHERLY HALF-WIDTH) AND THE CENTERLINE OF ANTELOPE ROAD (30.00 FOOT EASTERLY HALF-WIDTH), BEING A POINT ON THE SOUTH LINE OF SAID SECTION 14, AS SHOWN BY CALTRANS MONUMENTATION MAP NUMBER 421585, ON FILE IN BOOK 204, PAGES 957 THROUGH 969, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID RIVERSIDE COUNTY;

THENCE LEAVING SAID CENTERLINES S 89°19'00" E ALONG SAID SOUTH LINE OF SECTION 14, A DISTANCE OF 77.82 FEET;

THENCE LEAVING SAID SOUTH LINE AT RIGHT ANGLES, N 00°41'00" E, A DISTANCE OF 32.25 FEET TO THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SCOTT ROAD AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID ANTELOPE ROAD, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 49.99 FEET AND AN INITIAL RADIAL BEARING OF S 00°40'06" W AND THE TRUE POINT OF BEGINNING;

THENCE WESTERLY, NORTHWESTERLY, AND NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 87°00'12", AN ARC DISTANCE OF 75.92 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,529.81 FEET AND AN INITIAL RADIAL BEARING OF N 87°40'18" E;

THENCE NORTHERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 28°42'00", AN ARC DISTANCE OF 766.30 FEET;

THENCE N 31°01'42" W CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 400.93 FEET;

(COURSE "A") THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE S 34°27'21" E, A DISTANCE OF 139.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 289.00 FEET;

(COURSE "B") THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°12'32", AN ARC DISTANCE OF 16.19 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2,122.16 FEET AND AN INITIAL RADIAL BEARING OF N 52°20'07" E:

(COURSE "C") THENCE SOUTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 06°38'11", AN ARC DISTANCE OF 245.80 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,553.81 FEET AND AN INITIAL RADIAL BEARING OF S 58°58'18" E, BEING CONCENTRIC WITH AND DISTANT 53.99 FEET NORTHEASTERLY OF, AS MEASURED RADIAL TO, SAID CENTERLINE OF ANTELOPE ROAD;

(COURSE "D") THENCE SOUTHEASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 22°55'11", AN ARC DISTANCE OF 621.56 FEET;

(COURSE "E") THENCE N 81°53'29" E ALONG A RADIAL LINE, A DISTANCE OF 4.00 FEET TO THE

# EXHIBIT "A" SCOTT ROAD (I-215 INTERCHANGE) LEGAL DESCRIPTION (CONTINUED) 0689-003A

BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,557.81 FEET AND AN INITIAL RADIAL BEARING OF N 81°53'29" E, BEING CONCENTRIC WITH AND DISTANT 57.99 FEET EASTERLY OF, AS MEASURED RADIAL TO, SAID CENTERLINE OF ANTELOPE ROAD;

(COURSE "F") THENCE SOUTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 02°07'52", AN ARC DISTANCE OF 57.94 FEET;

(COURSE "G") THENCE S 84°01'21" W ALONG A RADIAL LINE, A DISTANCE OF 4.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,553.81 FEET AND AN INITIAL RADIAL BEARING OF N 84°01'21" E, BEING CONCENTRIC WITH AND DISTANT 53.99 FEET EASTERLY OF, AS MEASURED RADIAL TO, SAID CENTERLINE OF ANTELOPE ROAD;

(COURSE "H") THENCE SOUTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 01°18'50", AN ARC DISTANCE OF 35.63 FEET;

(COURSE "I") THENCE S 43°20'31" E, A DISTANCE OF 39.17 FEET;

(COURSE "J") THENCE S 89°21'42" E, A DISTANCE OF 23.68 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,477.00 FEET;

(COURSE "K") THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°26'07", AN ARC DISTANCE OF 191.75 FEET;

(COURSE "L") THENCE S 84°55'35" E. A DISTANCE OF 163.35 FEET:

(COURSE "M") THENCE S 05°04'25" W ALONG A RADIAL LINE, A DISTANCE OF 6.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 280.50 FEET AND AN INITIAL RADIAL BEARING OF N 05°04'25" E:

(COURSE "N") THENCE EASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 18°18'43", AN ARC DISTANCE OF 89.65 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 274.50 FEET AND AN INITIAL RADIAL BEARING OF S 23°23'08" W;

(COURSE "O") THENCE EASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 18°18'43", AN ARC DISTANCE OF 87.73 FEET;

(COURSE "P") THENCE S 84°55'35" E, A DISTANCE OF 151.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 3,471.10 FEET;

(COURSE "Q") THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°12'56", AN ARC DISTANCE OF 134.22 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SCOTT ROAD AS DESCRIBED BY DEED RECORDED SEPTEMBER 20, 1949 IN BOOK 1109, PAGES 280 THROUGH 282, INCLUSIVE, SAID OFFICIAL RECORDS;

THENCE N 89°20'00" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 317.95 FEET TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN RIGHT-OF-WAY CONVEYED TO THE STATE OF CALIFORNIA BY INSTRUMENT NUMBER 26919, RECORDED MARCH 20, 1969, SAID OFFICIAL RECORDS;

THENCE N 00°41'00" E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND THE EASTERLY LINE OF

# EXHIBIT "A" SCOTT ROAD (I-215 INTERCHANGE) LEGAL DESCRIPTION (CONTINUED) 0689-003A

SAID INSTRUMENT NUMBER 26919, A DISTANCE OF 2.98 FEET TO THE NORTHEASTERLY CORNER THEREOF;

THENCE N 89°19'54" W ALONG THE NORTHERLY LINE OF SAID INSTRUMENT NUMBER 26919, BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF SCOTT ROAD, A DISTANCE OF 512.73 FEET TO THE **TRUE POINT OF BEGINNING**.

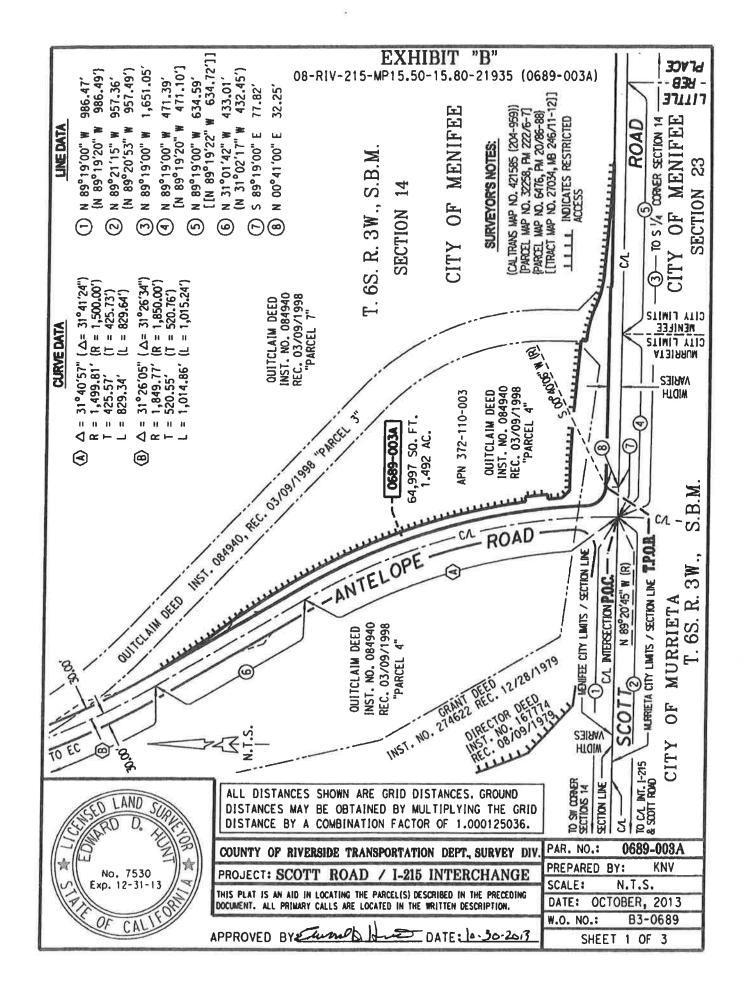
CONTAINING: 64,997 SQUARE FEET, OR 1.492 ACRES, MORE OR LESS.

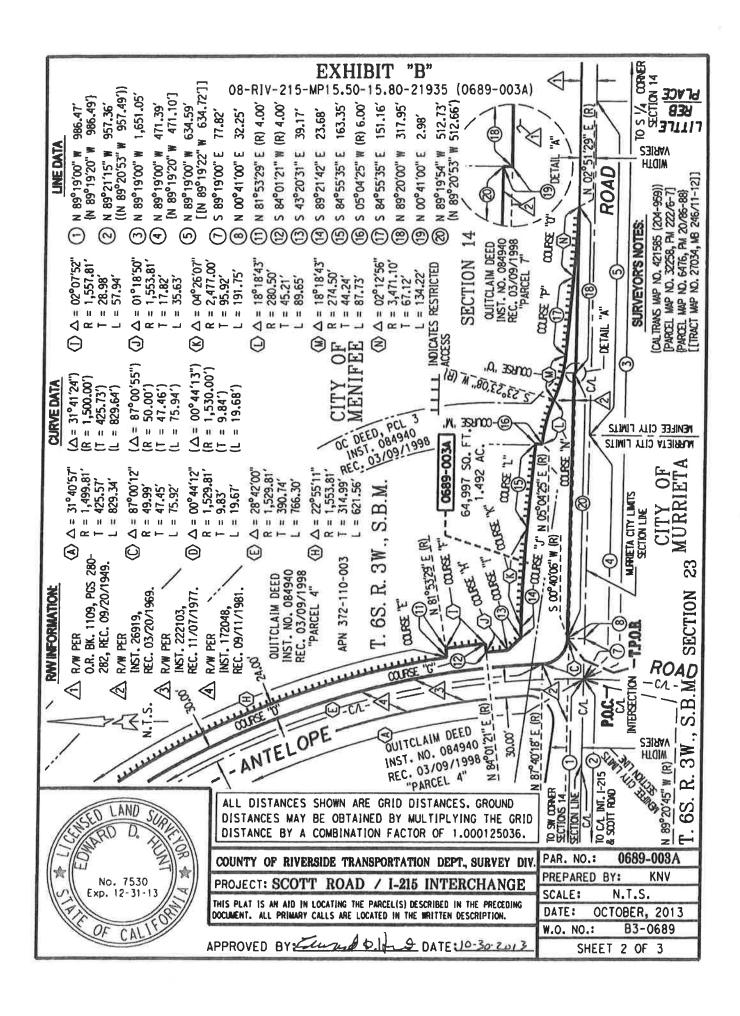
THIS CONVEYANCE IS MADE FOR ROAD PURPOSES AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY IN AND TO SCOTT ROAD AND/OR ANTELOPE ROAD OVER AND ACROSS COURSE "A" THROUGH COURSE "Q", INCLUSIVE, HEREINABOVE DESCRIBED.

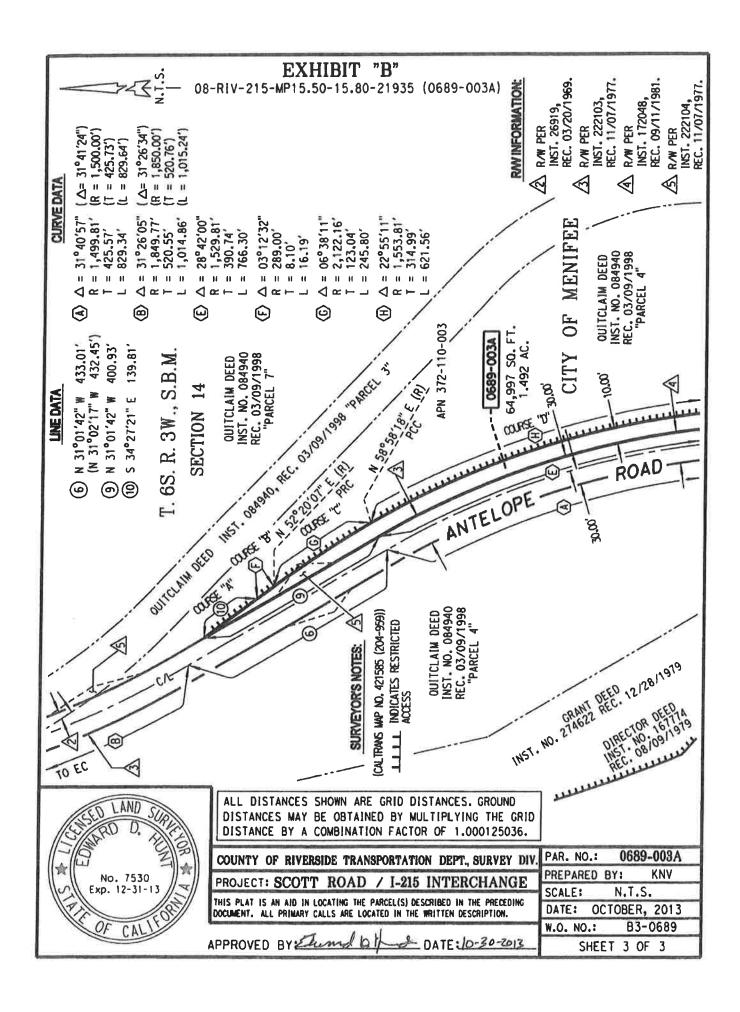
THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000125036 TO OBTAIN GROUND DISTANCE.

SEE ATTACHED EXHIBIT "B"

APPROVED BY:	Ethered p. How
DATE:	10-30-2013







# EXHIBIT "A" SCOTT ROAD (I-215 INTERCHANGE) LEGAL DESCRIPTION 0689-003B

AN EASEMENT FOR SLOPE AND MAINTENANCE PURPOSES LYING WITHIN A PORTION OF "PARCEL 3" AND "PARCEL 4", AS DESCRIBED BY QUITCLAIM DEED RECORDED MARCH 9, 1998, AS INSTRUMENT NUMBER 084940, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SCOTT ROAD (VARIABLE NORTHERLY HALF-WIDTH) AND THE CENTERLINE OF ANTELOPE ROAD (30.00 FOOT EASTERLY HALF-WIDTH), BEING A POINT ON THE SOUTH LINE OF SAID SECTION 14, AS SHOWN BY CALTRANS MONUMENTATION MAP NUMBER 421585, ON FILE IN BOOK 204, PAGES 957 THROUGH 969, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID RIVERSIDE COUNTY;

THENCE LEAVING SAID CENTERLINES S 89°19'00" E ALONG SAID SOUTH LINE OF SECTION 14, A DISTANCE OF 77.82 FEET:

THENCE LEAVING SAID SOUTH LINE AT RIGHT ANGLES, N 00°41'00" E, A DISTANCE OF 32.25 FEET TO THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SCOTT ROAD AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID ANTELOPE ROAD, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 49.99 FEET AND AN INITIAL RADIAL BEARING OF S 00°40'06" W;

THENCE WESTERLY, NORTHWESTERLY, AND NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 87°00'12", AN ARC DISTANCE OF 75.92 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,529.81 FEET AND AN INITIAL RADIAL BEARING OF N 87°40'18" E;

THENCE NORTHERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 02°20'07", AN ARC DISTANCE OF 62.35 FEET;

THENCE N 85°20'11" E ALONG A RADIAL LINE, A DISTANCE OF 24.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,553.81 FEET AND AN INITIAL RADIAL BEARING OF N 85°20'11" E, BEING CONCENTRIC WITH AND DISTANT 53.99 FEET EASTERLY OF, AS MEASURED RADIAL TO, SAID CENTERLINE OF ANTELOPE ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 01°18'50", AN ARC DISTANCE OF 35.63 FEET;

THENCE N 84°01'21" E ALONG A RADIAL LINE, A DISTANCE OF 4.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,557.81 FEET AND AN INITIAL RADIAL BEARING OF N 84°01'21" E, BEING CONCENTRIC WITH AND DISTANT 57.99 FEET EASTERLY OF, AS MEASURED RADIAL TO, SAID CENTERLINE OF ANTELOPE ROAD;

THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 02°07'52", AN ARC DISTANCE OF 57.94 FEET;

THENCE S 81°53'29" W ALONG A RADIAL LINE, A DISTANCE OF 4.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,553.81 FEET AND AN INITIAL RADIAL BEARING OF N 81°53'29" E, BEING CONCENTRIC WITH AND DISTANT 53.99 FEET EASTERLY OF, AS MEASURED RADIAL TO, SAID CENTERLINE OF ANTELOPE ROAD;

# EXHIBIT "A" SCOTT ROAD (I-215 INTERCHANGE) LEGAL DESCRIPTION (CONTINUED) 0689-003B

THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 22°55'11", AN ARC DISTANCE OF 621.56 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2,122.16 FEET AND AN INITIAL RADIAL BEARING OF N 58°58'18" E, BEING CONCENTRIC WITH AND DISTANT 53.99 FEET EASTERLY OF, AS MEASURED RADIAL TO, SAID CENTERLINE OF ANTELOPE ROAD;

THENCE NORTHWESTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 06°38'11", AN ARC DISTANCE OF 245.80 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 289.00 FEET AND AN INITIAL RADIAL BEARING OF S 52°20'07" W;

THENCE NORTHWESTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 03°12'32", AN ARC DISTANCE OF 16.19 FEET;

THENCE N 34°27'21" W, A DISTANCE OF 139.81 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF ANTELOPE ROAD;

THENCE N 31°01'42" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 32.08 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,819.77 FEET:

THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 04°15'36", AN ARC DISTANCE OF 135.30 FEET:

THENCE N 63°13'54" E ALONG A RADIAL LINE, A DISTANCE OF 11.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,808.43 FEET AND AN INITIAL RADIAL BEARING OF S 63°13'54" W;

THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 07°41'15", AN ARC DISTANCE OF 242.64 FEET;

THENCE S 34°27'21" E, A DISTANCE OF 63.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 279.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°12'32", AN ARC DISTANCE OF 15.63 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2,132.16 FEET AND AN INITIAL RADIAL BEARING OF N 52°20'07" E;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°38'11", AN ARC DISTANCE OF 246.96 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,563.81 FEET AND AN INITIAL RADIAL BEARING OF N 58°58'18" E, BEING CONCENTRIC WITH AND DISTANT 63.99 FEET NORTHEASTERLY OF, AS MEASURED RADIAL TO, SAID CENTERLINE OF ANTELOPE ROAD;

THENCE SOUTHEASTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 22°55'11", AN ARC DISTANCE OF 625.56 FEET;

THENCE N 81°53'29" E ALONG A RADIAL LINE, A DISTANCE OF 4.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,567.81 FEET AND AN INITIAL RADIAL BEARING OF N 81°53'29" E, BEING CONCENTRIC WITH AND DISTANT 67.99 FEET EASTERLY OF, AS MEASURED RADIAL TO, SAID CENTERLINE OF ANTELOPE ROAD;

# EXHIBIT "A" SCOTT ROAD (1-215 INTERCHANGE) LEGAL DESCRIPTION (CONTINUED) 0689-003B

THENCE SOUTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 02°07'52", AN ARC DISTANCE OF 58.31 FEET;

THENCE S 84°01'21" W ALONG A RADIAL LINE, A DISTANCE OF 4.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,563.81 FEET AND AN INITIAL RADIAL BEARING OF N 84°01'21" E, BEING CONCENTRIC WITH AND DISTANT 63.99 FEET EASTERLY OF, AS MEASURED RADIAL TO, SAID CENTERLINE OF ANTELOPE ROAD;

THENCE SOUTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 01°11'06", AN ARC DISTANCE OF 32.35 FEET;

THENCE S 43°20'31" E, A DISTANCE OF 31.42 FEET:

THENCE S 23°38'54" W, A DISTANCE OF 10.86 FEET:

THENCE N 43°20'31" W, A DISTANCE OF 39.17 FEET TO THE TRUE POINT OF BEGINNING.

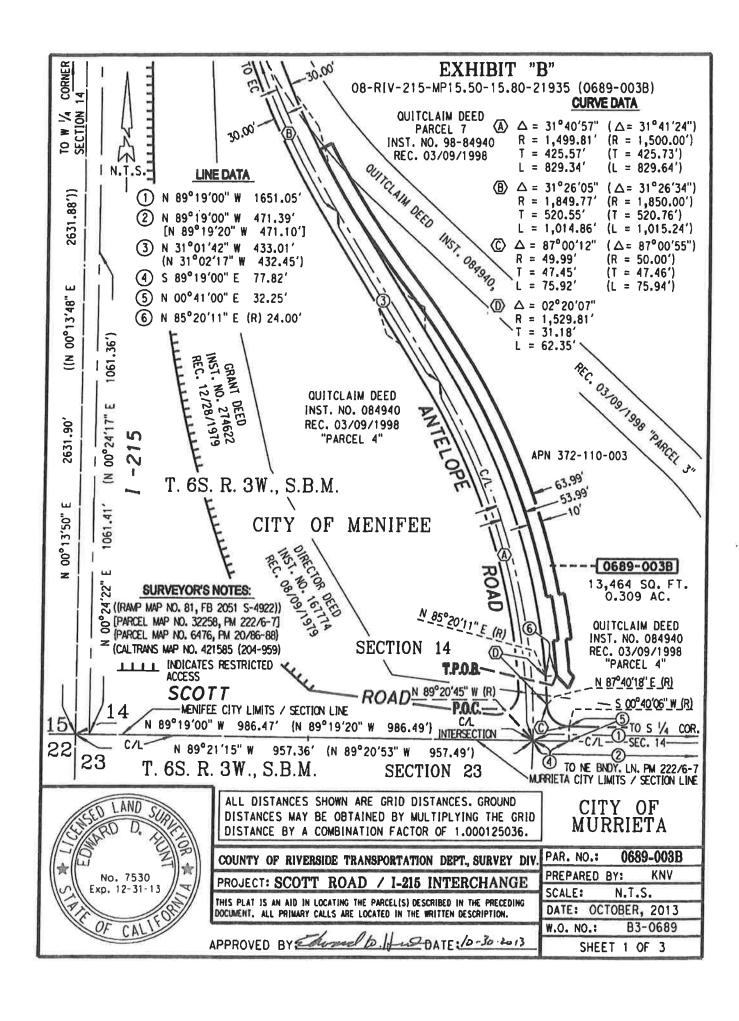
CONTAINING: 13,464 SQUARE FEET, OR 0.309 ACRES, MORE OR LESS.

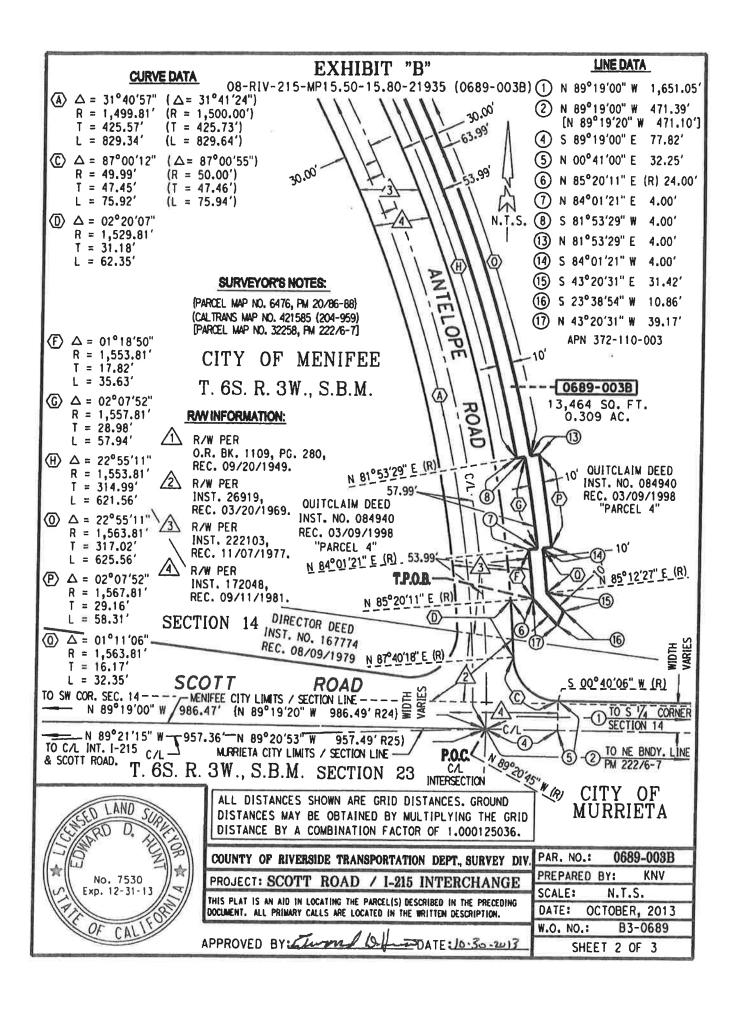
THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000125036 TO OBTAIN GROUND DISTANCE.

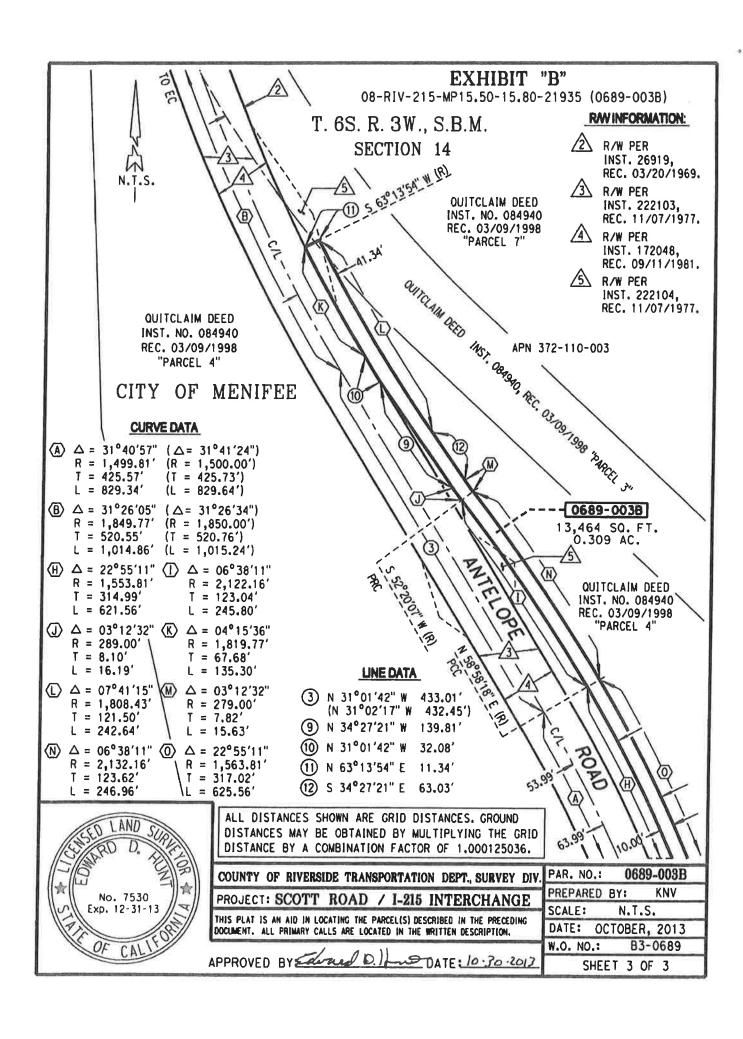
SEE ATTACHED EXHIBIT "B"

xp. 12-31-

APPROVED BY: _	Elward E. Hur	
DATE:	10-30.2013	







# SCOTT ROAD (I-215 INTERCHANGE) LEGAL DESCRIPTION 0689-003C

AN EASEMENT FOR SLOPE AND MAINTENANCE PURPOSES LYING WITHIN A PORTION OF "PARCEL 3", "PARCEL 4" AND "PARCEL 7", AS DESCRIBED BY QUITCLAIM DEED RECORDED MARCH 9, 1998, AS INSTRUMENT NUMBER 084940, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SCOTT ROAD (VARIABLE NORTHERLY HALF-WIDTH) AND THE CENTERLINE OF ANTELOPE ROAD (30.00 FOOT EASTERLY HALF-WIDTH), BEING A POINT ON THE SOUTH LINE OF SAID SECTION 14, AS SHOWN BY CALTRANS MONUMENTATION MAP NUMBER 421585, ON FILE IN BOOK 204, PAGES 957 THROUGH 969, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID RIVERSIDE COUNTY;

THENCE LEAVING SAID CENTERLINES S 89°19'00" E ALONG SAID SOUTH LINE OF SECTION 14, A DISTANCE OF 77.82 FEET:

THENCE LEAVING SAID SOUTH LINE AT RIGHT ANGLES, N 00°41'00" E, A DISTANCE OF 32.25 FEET TO THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SCOTT ROAD AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID ANTELOPE ROAD, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 49.99 FEET AND AN INITIAL RADIAL BEARING OF S 00°40'06" W;

THENCE WESTERLY, NORTHWESTERLY, AND NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 87°00'12", AN ARC DISTANCE OF 75.92 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,529.81 FEET AND AN INITIAL RADIAL BEARING OF N 87°40'18" E;

THENCE NORTHERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 02°20'07", AN ARC DISTANCE OF 62.35 FEET;

THENCE N 85°20'11" E ALONG A RADIAL LINE, A DISTANCE OF 24.00 FEET;

THENCE S 43°20'31" E, A DISTANCE OF 39.17 FEET;

THENCE S 89°21'42" E, A DISTANCE OF 23.68 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,477.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°59'33", AN ARC DISTANCE OF 42.91 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE N 01°37'51" E, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,487.00 FEET AND AN INITIAL RADIAL BEARING OF N 01°37'51" E;

THENCE EASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 03°26'34", AN ARC DISTANCE OF 149.44 FEET;

THENCE S 84°55'35" E, A DISTANCE OF 163.35 FEET;

THENCE S 05°04'25" W, A DISTANCE OF 6.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 290.50 FEET AND AN INITIAL RADIAL BEARING OF N 05°04'25" E;

# EXHIBIT "A" SCOTT ROAD (I-215 INTERCHANGE) LEGAL DESCRIPTION (CONTINUED) 0689-003C

THENCE EASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 18°18'43", AN ARC DISTANCE OF 92.85 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 264.50 FEET AND AN INITIAL RADIAL BEARING OF S 23°23'08" W;

THENCE EASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 18°18'43", AN ARC DISTANCE OF 84.54 FEET:

THENCE S 84°55'35" E, A DISTANCE OF 151.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 3,461.10 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°12'56", AN ARC DISTANCE OF 133.84 FEET;

THENCE S 87°08'31" E, A DISTANCE OF 133.80 FEET;

THENCE S 00°41'00" W, A DISTANCE OF 4.88 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SCOTT ROAD:

THENCE N 89°20'00" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 134.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 3,471.10 FEET AND AN INITIAL RADIAL BEARING OF S 02°51'29" W:

THENCE WESTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 02°12'56", AN ARC DISTANCE OF 134.22 FEET:

THENCE N 84°55'35" W, A DISTANCE OF 151.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 274.50 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°18'43", AN ARC DISTANCE OF 87.73 FEET TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS OF 280.50 AND AN INITIAL RADIAL BEARING OF N 23°23'08" E:

THENCE WESTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 18°18'43", AN ARC DISTANCE OF 89.65 FEET;

THENCE N 05°04'25" E ALONG A RADIAL LINE, A DISTANCE OF 6.00 FEET;

THENCE N 84°55'35" W, A DISTANCE OF 163.35 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2,477.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°26'34", AN ARC DISTANCE OF 148.83 FEET TO THE **TRUE POINT OF BEGINNING**.

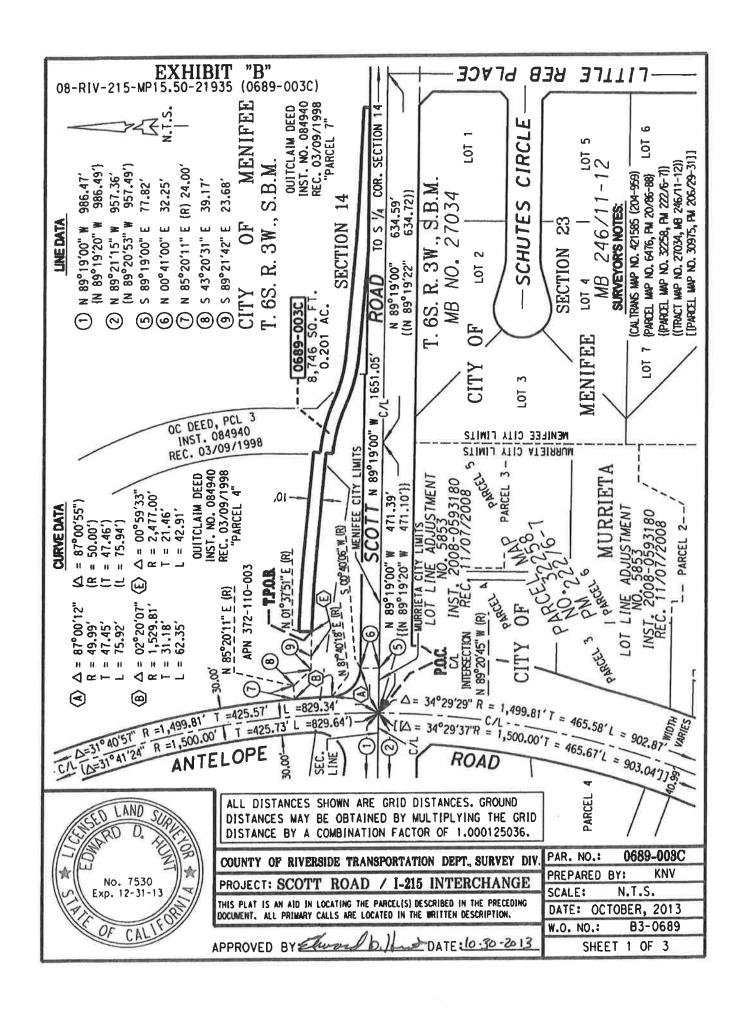
CONTAINING: 8,746 SQUARE FEET, OR 0.201 ACRES, MORE OR LESS.

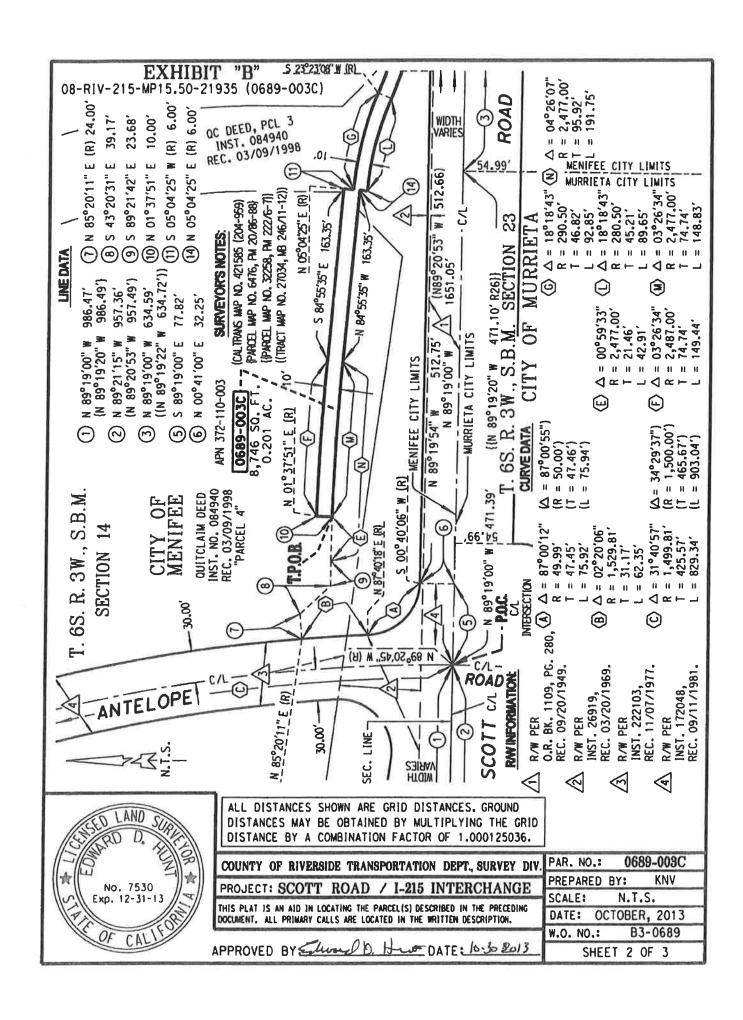
THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000125036 TO OBTAIN GROUND DISTANCE.

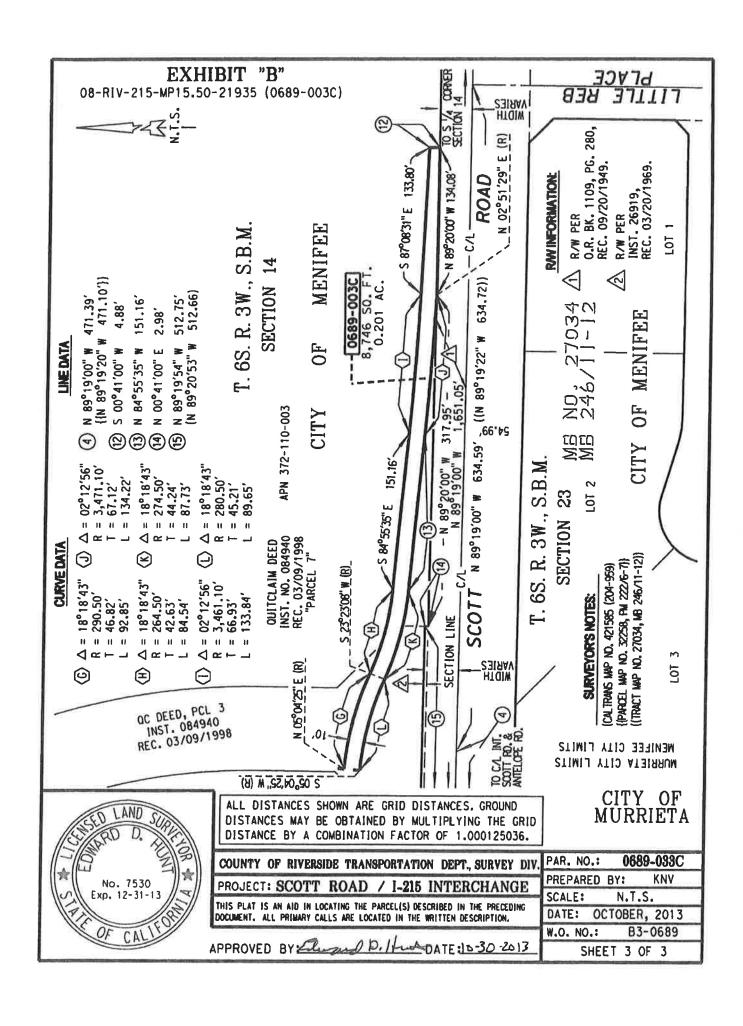
# EXHIBIT "A" SCOTT ROAD (I-215 INTERCHANGE) LEGAL DESCRIPTION (CONTINUED) 0689-003C

SEE ATTACHED EXHIBIT "B"

APPROVED BY:	Edward 10.	Horie
DATE:	10-30-2013	· V







## EXHIBIT "A" SCOTT ROAD (I-215 INTERCHANGE) LEGAL DESCRIPTION 0689-003D

AN EASEMENT FOR DRAINAGE PURPOSES LYING WITHIN A PORTION OF "PARCEL 4", AS DESCRIBED BY QUITCLAIM DEED RECORDED MARCH 9, 1998, AS INSTRUMENT NUMBER 084940, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SCOTT ROAD (VARIABLE NORTHERLY HALF-WIDTH) AND THE CENTERLINE OF ANTELOPE ROAD (30.00 FOOT EASTERLY HALF-WIDTH), BEING A POINT ON THE SOUTH LINE OF SAID SECTION 14, AS SHOWN BY CALTRANS MONUMENTATION MAP NUMBER 421585, ON FILE IN BOOK 204, PAGES 957 THROUGH 969, INCLUSIVE. IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID RIVERSIDE COUNTY:

THENCE LEAVING SAID CENTERLINES S 89°19'00" E ALONG SAID SOUTH LINE OF SECTION 14, A DISTANCE OF 77.82 FEET:

THENCE LEAVING SAID SOUTH LINE AT RIGHT ANGLES, N 00°41'00" E, A DISTANCE OF 32.25 FEET TO THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SCOTT ROAD AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID ANTELOPE ROAD, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 49.99 FEET AND AN INITIAL RADIAL BEARING OF S 00°40'06" W;

THENCE WESTERLY, NORTHWESTERLY, AND NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 87°00'12", AN ARC DISTANCE OF 75.92 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,529.81 FEET AND AN INITIAL RADIAL BEARING OF N 87°40'18" E;

THENCE NORTHERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 02°20'07", AN ARC DISTANCE OF 62.35 FEET;

THENCE N 85°20'11" E ALONG A RADIAL LINE, A DISTANCE OF 24.00 FEET:

THENCE S 43°20'31" E, A DISTANCE OF 39.17 FEET TO THE TRUE POINT OF BEGINNING:

THENCE N 23°38'54" E, A DISTANCE OF 10.86 FEET;

THENCE S 89°21'42" E, A DISTANCE OF 19.43 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,487.00 FEET;

THENCE EASTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 00°59'33", AN ARC DISTANCE OF 43.08 FEET:

THENCE S 01°37'51" W ALONG A RADIAL LINE, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,477.00 FEET AND AN INITIAL RADIAL BEARING OF N 01°37'51" E;

THENCE WESTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 00°59'33", AN ARC DISTANCE OF 42.91 FEET;

THENCE N 89°21'42" W. A DISTANCE OF 23.68 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 646 SQUARE FEET, OR 0.015 ACRES, MORE OR LESS.

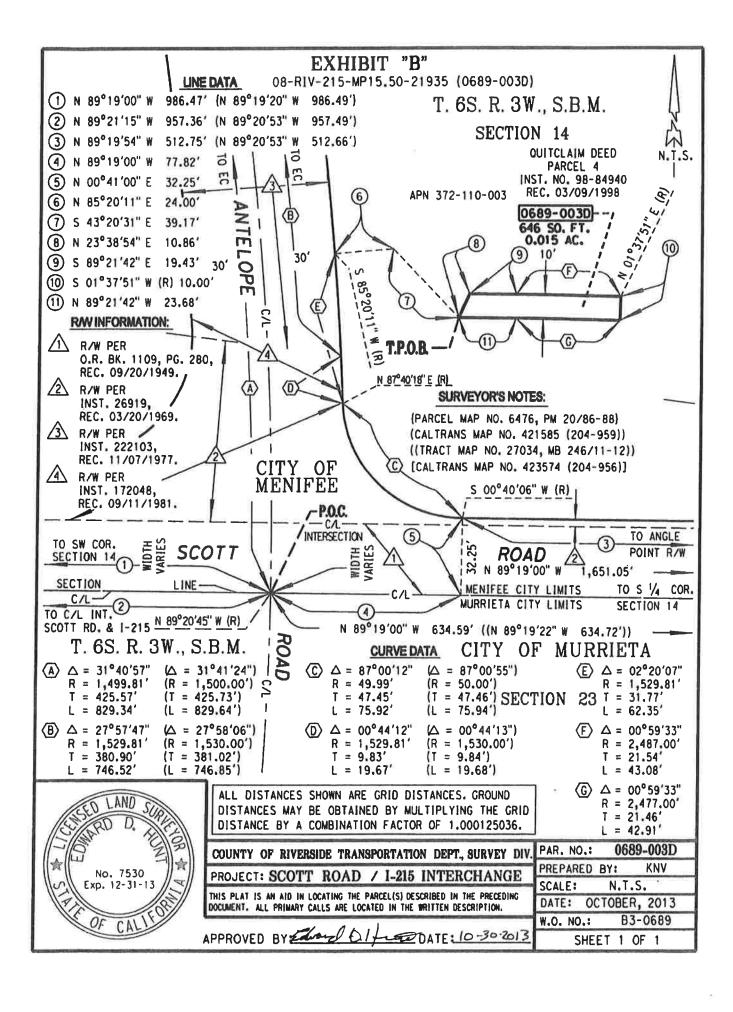
08-RIV-215-MP 15.50-21935 (0689-003D) PAGE 1 OF 2

# EXHIBIT "A" SCOTT ROAD (I-215 INTERCHANGE) LEGAL DESCRIPTION (CONTINUED) 0689-003D

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000125036 TO OBTAIN GROUND DISTANCE.

SEE ATTACHED EXHIBIT "B"

APPROVED BY:	Edward D. How
DATE:	0-30-2013



### ATTACHMENT 3 DEEDS

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

CERTIFICATE of ACCEPTANCE of DEDICATION (GOVERNMENT CODE SECTION 27281)

THIS IS TO CERTIFY that the interest in real property granted by this dedication dated \_\_\_\_\_\_\_, from, SFU INVESTMENTS LIMITED PARTNERSHIP 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 public road and utility purposes, and WILL be included into the City Maintained Road System by the undersigned on behalf of the City Council of Menifee. Grantee consents to recordation thereof by its duly authorized officer.

Dated:\_\_\_\_\_CITY OF MENIFEE

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)

MT:ra/120514/244TR/16.630

JONATHAN G. SMITH, P.E. CITY ENGINEER, CITY OF MENIFEE

Project: I-215/Scott Road Interchange

Parcel: 0689-003A

APN: 372-110-003 (portion)

#### **GRANT DEED**

#### SFU INVESTMENTS LIMITED PARTNERSHIP

Grant(s) to the CITY OF MENIFEE, a municipal corporation, all that real property in the City of Menifee, 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 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 Scott Road and/or Antelope Road over and across Course "A" through Course "Q."

SIGNATURE OF RECORDED OWNER(S) MUST BE NOTARIZED

DATED:	GRANTOR: SFU INVESTMENTS LIMITED PARTNERSHIP
	By: Huei Yu Wang Its: Managing Partner
ACKNOWLEDGMENT	
A notary public or other officer co who signed the document to which validity of that document.	mpleting this certificate verifies only the identity of the individual this certificate is attached, and not the truthfulness, accuracy, or
STATE OF CALIFORNIA COUNTY OF	) )
basis of satisfactory evidence to be the packnowledged to me that he/she/they ex	fore me,, a Notary Public, personally, who proved to me on the erson(s) whose name(s) is/are subscribed to the within instrument and ecuted the same in his/her/their authorized capacity(ies), and that by the person(s), or the entity upon behalf of which the person(s) acted
	rtify under PENALTY OF PERJURY under the laws of the State of fornia that the foregoing paragraph is true and correct.
WIT	NESS my hand and official seal:
Sigi	nature

Place Notary Seal Above

Project: I-215/Scott Road Interchange Parcel: 0689-003A APN: 372-110-003 (portion) RETURN TO: CITY OF MENIFEE 29714 Haun Road Menifee, CA, 92586

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, SFU INVESTMENTS LIMITED PARTNERSHIP to the CITY OF MENIFEE, is hereby accepted for the purpose of an easement for the City of Menifee on behalf of the public for slope 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. Grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_CITY OF MENIFEE

MT:ra/120514/244TR/16.628

JONATHAN G. SMITH, P.E. CITY ENGINEER, CITY OF MENIFEE THIS INSTRUMENT IS FOR THE BENEFIT OF THE CITY OF MENIFEE AND ENTITLED TO BE RECORDED WITHOUT FEE. (GOV. CODE 6103)

Project: I-215/Scott Road Interchange Parcels: 0689-003B and 0689-003C

APN: 372-110-003 (portion)

FOR RECORDER'S USE

#### SLOPE EASEMENT

#### SFU INVESTMENTS LIMITED PARTNERSHIP

Grant(s) to the CITY OF MENIFEE, a municipal corporation, an easement for slope purposes, over, upon, across, and within the real property in the City of Menifee, 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

SIGNATURE OF RECORDED OWNER(S) MUST BE NOTARIZED

Project: I-215/Scott Road Interchange Parcels: 0689-003B and 0689-003C APN: 372-110-003 (portion)		
DATED:	GRANTOR: SFU INVESTMENTS LIMITE	ED PARTNERSHIP
	By: Huei Yu Wang Its: Managing Partner	
ACKNOWLEDGMENT		
	completing this certificate verifies o nich this certificate is attached, and n	ot the truthfulness, accuracy, or
STATE OF CALIFORNIA COUNTY OF	) _ )	
On, appeared, basis of satisfactory evidence to be the acknowledged to me that he/she/they his/her/their signature(s) on the instrumexecuted the instrument.	e person(s) whose name(s) is/are s executed the same in his/her/their	, who proved to me on the subscribed to the within instrument and r authorized capacity(ies), and that b
	certify under PENALTY OF PERCalifornia that the foregoing paragra	JURY under the laws of the State of the stat
V	VITNESS my hand and official seal:	:
S	ignature	

Place Notary Seal Above

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

> 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, SFU INVESTMENTS LIMITED PARTNERSHIP to the CITY OF MENIFEE, is hereby accepted for the purpose of a drainage easement for the City of Menifee on behalf of the public for 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. Grantee consents to recordation thereof by its duly authorized officer.

CITY OF MENIFEE

MT:ra/120514/244TR/16.629

JONATHAN G. SMITH, P.E. CITY ENGINEER, CITY OF MENIFEE

Dated:\_

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)

Project: I-215/Scott Road Interchange

Parcel: 0689-003D APN: 372-110-003

#### DRAINAGE EASEMENT

#### SFU INVESTMENTS LIMITED PARTNERSHIP

Grant(s) to the CITY OF MENIFEE, a municipal corporation, an easement for drainage purposes, over, upon, across, and within the real property in the City of Menifee, 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

Project: I-215/Scott Road Interchange Parcel: 0689-003D APN: 372-110-003 (portion)		
DATED:	GRANTOR: SFU INVESTMENTS LIMIT	ED PARTNERSHIP
	By: Huei Yu Wang Its: Managing Partner	
ACKNOWLEDGMENT		
A notary public or other office who signed the document to validity of that document.	er completing this certificate verifies on which this certificate is attached, and researched.	only the identity of the individual not the truthfulness, accuracy, or
STATE OF CALIFORNIA COUNTY OF	)	
Onappeared	, before me,	, a Notary Public, personall
basis of satisfactory evidence to be t acknowledged to me that he/she/the	he person(s) whose name(s) is/are s by executed the same in his/her/thei	, who proved to me on the subscribed to the within instrument and ir authorized capacity(ies), and that be benealf of which the person(s) acted
	I certify under PENALTY OF PER- California that the foregoing paragra	JURY under the laws of the State of the stat
	WITNESS my hand and official seal	<b>:</b>
	Signature	

Place Notary Seal Above