

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

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

152  
A



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

**SUBMITTAL DATE:**  
 April 10, 2014

**SUBJECT:** Temporary Construction Access Agreement for the Newport Road/Interstate 215 Interchange Project, District 5, [\$280,132], Developer Contributions

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

1. Approve the attached Temporary Construction Access Agreement for Parcel 22766-1, located within a portion of Assessor's Parcel Numbers 364-010-003 and 364-010-004;
2. Authorize the Chairman of the Board to execute this agreement 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;

(Continued)

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

Robert Field  
 Robert Field  
 Assistant County Executive Officer/EDA

**Patricia Romo**  
**Assistant Director of Transportation**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 280,132	\$ 0	\$ 280,132	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** 100% Developer Contributions  
**Budget Adjustment:** No  
**For Fiscal Year:** 2013/14

**C.E.O. RECOMMENDATION:**

APPROVE  
 BY: Rohini Dasika  
 Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: April 22, 2014  
 xc: EDA, Transp.

Kecia Harper-Ihem  
 Clerk of the Board  
 By: [Signature]  
 Deputy

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

**3 - 18**

FISCAL PROCEDURES APPROVED  
 PAUL ANGLIO, CPA, AUDITOR-CONTROLLER  
 BY: Esteban Hernandez 4/7/14

Departmental Concurrence

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

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

Economic Development Agency/Facilities Management and Transportation Department

**FORM 11:** Temporary Construction Access Agreement for the Newport Road/Interstate 215 Interchange Project, District 5, [\$280,132], Developer Contributions

**DATE:** April 10, 2014

Page 2 of 3

**RECOMMENDED MOTION:** (Continued)

4. Authorize and allocate the sum of \$28,762 for the temporary construction access for Parcel 22766-1, located within Assessor's Parcel Numbers 364-010-003 and 364-010-004, \$203,792 for all Grantor Cost-to-Cure Items, and \$18,000 to pay all related transaction costs; and
5. Allocate the sum of \$29,578, which includes reserves for any unforeseen and reasonable increases to grantor cost-to-cure items.

**BACKGROUND:**

**Summary**

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

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

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

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the temporary rights of a portion of Assessor's Parcel Numbers 364-010-003 and 364-010-004 from WRI Golden State, LLC, a Delaware limited liability company (WRI) for a price of \$28,762 and \$203,792 for Grantor's Cost-to-Cure Items (includes design and construction to relocate private sewer and water lines and miscellaneous landscaping items). There are related costs of \$18,000 associated with this transaction. Staff recommends an additional \$29,578 in reserves for the Grantor's Cost-to-Cure items.

**Impact on Residents and Businesses**

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

(Continued)

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

Economic Development Agency/Facilities Management and Transportation Department

**FORM 11: Temporary Construction Access Agreement for the Newport Road/Interstate 215 Interchange Project, District 5, [\$280,132], Developer Contributions**

**DATE:** April 10, 2014

Page 3 of 3

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The following summarizes the funding necessary for the temporary construction access for portions of Assessor's Parcel Numbers 364-010-003 and 364-010-004:

Temporary Construction Access:	\$ 28,762
Grantor Cost-to-Cure Items:	203,792
Reserves for Grantor Cost-to-Cure Items:	29,578
Preliminary Title Report:	400
County Appraisal:	7,600
EDA/FM Real Property Staff Time:	10,000
Total Estimated Acquisition Costs:	\$280,132

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

Attachment:

Temporary Construction Access Agreement (4)

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

2 ("County"), and

3 WRI GOLDEN STATE, LLC, a Delaware limited liability company, ("Grantor")

4  
5 PROJECT: NEWPORT ROAD/INTERSTATE 215  
6 INTERCHANGE PROJECT

7 PARCEL: 22766-1

8 APNS: 364-010-003 and 364-010-004

9 (PORTIONS)

10  
11 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

12 This Temporary Construction Access Agreement ("Agreement") is made by and  
13 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,  
14 ("County") and WRI GOLDEN STATE, LLC, a Delaware limited liability company  
15 ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

16 **RECITALS**

17 WHEREAS, Grantor owns that certain real property located 30141 Antelope  
18 Road in the City of Menifee, County of Riverside, State of California, as depicted on the  
19 Plat Map identified as Attachment "1," attached hereto and made a part hereof. The  
20 real property consisting of 11.72 acres or 510,523 square feet of land area is improved  
21 with a neighborhood shopping center known as the Menifee Town Center, and is also  
22 known as Assessor's Parcel Numbers 364-010-003, -004, -008, -009, -010, -011, -012  
23 and -013 ("Property");

24 WHEREAS, Grantor desires to grant a temporary right to the County to enter  
25 upon and use the land of Grantor and the County desires to temporarily acquire a  
26 portion of the Property from Grantor for the purposes of matching the grade of the  
27 existing driveway along Newport Road, equipment staging and use, hauling of  
28 materials, as well as for all purposes necessary to facilitate and accomplish the

1 construction of the Newport Road/Interstate 215 Interchange Project ("Project"), in, on,  
2 and along the real property situated in the City of Menifee, County of Riverside, State  
3 of California, identified as portion of Assessor's Parcel Numbers 364-010-003 and 364-  
4 010-004, pursuant to the terms and conditions set forth herein;

5 WHEREAS, the affected parcel needed by County for temporary construction  
6 access during construction of the Project, is referenced as Parcel No. 22766-1  
7 consisting of approximately 10,272 square feet and designated on Attachment "2,"  
8 attached hereto, and made a part hereof ("TCA Area");

9 WHEREAS, on July 13, 2000 (Instrument No. 2000-272491), the County  
10 accepted the offers of dedication of Lots A and B as shown on Parcel Map 27426  
11 whereby the Grantor has private utilities (water and sewer) located within Lots A and B,  
12 as shown on Attachment "3," attached hereto and made a part hereof ("Lots A and B");  
13 and

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

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

19

20

#### **ARTICLE 1. AGREEMENT**

21 1. All the above recitals are true and correct and by this reference are  
22 incorporated herein.

23 2. For good and valuable consideration, Grantor agrees to grant a  
24 temporary right to County to enter upon and use the TCA Area of Grantor's Property,  
25 and the County agrees to rent from Grantor all of the TCA Area described herein,  
26 under the terms and conditions set forth in this Agreement. The full consideration for  
27 the TCA Area consists of the rental price amount for the real property interest to be  
28 temporarily acquired by the County ("Rental Payment") and the consideration for

1 necessary work to be completed and removal of property referenced and further  
2 defined below as the Cost-to-Cure Items ("CTC Payment"). The Rental Price in the  
3 amount of Twenty-Eight Thousand Seven Hundred Sixty-Two (\$28,762) is to be  
4 distributed to Grantor in accordance with this Agreement. The Cost-to-Cure Items in  
5 the amount of Two Hundred Three Thousand Seven Hundred Ninety Two Dollars  
6 (\$203,792) as listed in Attachment "4," attached hereto and made a part hereof.

7 3. COUNTY RESPONSIBILITIES:

8 A. Upon the mutual execution of this Agreement, County will open  
9 escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"). Promptly on the  
10 Escrow Holder's request the Parties shall execute such additional Escrow instructions  
11 as are reasonably required to consummate the transaction contemplated by this  
12 Agreement and are not inconsistent with this Agreement. In the event of any conflict  
13 between the terms of this Agreement and any additional Escrow instructions, the terms  
14 of this Agreement shall control. The Escrow Holder will hold all funds deposited by the  
15 County in an escrow account ("Escrow Account") that is interest bearing and at a bank  
16 approved by County with interest accruing for the benefit of County. The Escrow  
17 Account shall remain open until all charges due and payable have been paid and  
18 settled; any remaining funds shall be refunded to the County.

19 B. Upon the opening of Escrow, the County shall deposit the  
20 Consideration as follows:

21 i. Rental Payment. Deposit into Escrow the Rental Payment  
22 in the amount of Twenty-Eight Thousand Seven Hundred Sixty-Two Dollars (\$28,762)  
23 (the "Rental Payment").

24 ii. Grantor CTC Payment. Deposit the Grantor CTC Payment  
25 in the amount of Two Hundred Three Thousand Seven Hundred Ninety Two Dollars  
26 (\$203,792).

27 C. On or before the date that Escrow is to close ("Close of Escrow"):  
28

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

7 ii. Miscellaneous Costs. County will deposit into Escrow an  
8 amount of Twenty Nine Thousand Five Hundred Seventy Eight (\$29,578) which  
9 represents twenty percent (20%) of Item 1 listed in Attachment "4" ("20% Reserve"). In  
10 the event there are documented unforeseen and reasonable increases to the CTC  
11 Items approved by the County, the County will authorize the release of funds from the  
12 20% Reserve. The Escrow Holder shall retain all funds deposited into Escrow until  
13 instructed to release such funds. The Escrow Holder shall refund any funds not  
14 needed, expended or remaining in Escrow, including, but not limited to, the 20%  
15 Reserve and any accrued interest, to County after all matters are settled and paid in  
16 accordance with this Agreement. County will deposit all other such documents  
17 consistent with this Agreement as are reasonably required by Escrow Holder or  
18 otherwise to close Escrow.

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

22 E. Upon or following Close of Escrow, County shall authorize the  
23 Grantor CTC Payment as follows:

24 i. Upon Close of Escrow, authorize Escrow Holder to pay  
25 Grantor the amount of Thirty Six Thousand Nine Hundred Seventy Two Dollars  
26 (\$36,972), which represents twenty-five percent (25%) of the Grantor CTC for Item 1  
27 listed as the Necessary Work to relocate utilities and later defined in Attachment "4,"  
28 from the Escrow Account.



1                   ii.     Upon Close of Escrow, authorize Escrow Holder to pay  
2 Grantor the amount of Fifty-Five Thousand Nine Hundred Three Dollars (\$55,903) from  
3 the Escrow Account for the Grantor CTC listed as Items 2-5 and 11-18, in Attachment  
4 "4," not contingent upon the County proceeding with its Project.

5                   iii.    Escrow Holder to retain in the Escrow Account the  
6 remaining seventy-five percent (75%) of the amount due for Item 1 of the Grantor CTC  
7 until such time as the Escrow Holder is authorized to disburse to Grantor pursuant to  
8 this Section herein.

9                   iv.    Authorize the Escrow Holder to pay Grantor from the  
10 Grantor CTC Payment Amount twenty-five percent (25%) upon Grantor's contractor  
11 commencement of work and fifty percent (50%) upon Grantor's contractor completion  
12 of Item 1 listed in Attachment "4."

13                   F. County shall provide the following notices:

14                   i.     A thirty (30) day written notice to Grantor to remove or  
15 relocate Grantor CTC Item 1 listed in Attachment "4."

16                   ii.    A thirty (30) day written notice shall be given to Grantor  
17 prior to using the rights herein granted. The rights herein granted may be exercised for  
18 twenty-four (24) months from the thirty (30) day written notice, or until completion of  
19 said Project, whichever occurs later.

20                   G.    County shall, at its own cost and expense, install two drainage  
21 inlets in Lot B, shown as Attachment "5" attached hereto and made a part hereof.

22                   H.    It is understood that the County may enter upon the TCA Area  
23 where appropriate or designated for the purpose of getting equipment to and from the  
24 TCA Area. County agrees not to damage the TCA Area in the process of performing  
25 such activities. It is further understood and acknowledged that the County may enter  
26 upon Lots A and B for the purpose of getting equipment to and from the TCA Area.

27                   I.     The right to enter upon and use the TCA Area includes the right to  
28 remove and dispose of Items 2-5 and 11-18 listed in Attachment "4." Payment to the



1 Grantor for Items 2-5 and 11-18 listed in Attachment "4" is included in the Grantor CTC  
2 Payment portion of this Agreement.

3 J. County agrees to protect in place, and to not damage or destroy,  
4 Items 6 through 10 listed in Attachment "4."

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

#### 8 4. Grantor Responsibilities.

9 A. Grantor shall retain the contractor(s) to relocate Item 1 and to replace  
10 items 2 through 5 and Items 11 through 18 of Attachment "4" and Grantor shall directly  
11 compensate each contractor for all costs, fees, and/or expenses. The County is not  
12 responsible for any payment to the selected contractor(s) and Grantor shall indemnify,  
13 defend, protect, and hold County, its officers, employees, successors, and assigns free  
14 and harmless from and against any and all claims, liabilities, penalties, forfeitures,  
15 losses or expenses, including without limitations, attorney's fees, whatsoever arising  
16 from or cause in whole or in part, directly or indirectly, by any actions of the said  
17 contractor(s).

18 B. Upon receipt of County's thirty (30) day notice referenced in Paragraph 3  
19 (F) (i), Grantor shall remove Grantor CTC Item 1 of Attachment "4" from the Property  
20 prior to the construction commencement date. The commencement date of the  
21 construction and the area affected shall be determined by the County and shall be  
22 described or depicted in the written notice provided to Grantor.

23 a. In the event that Grantor does not remove all such property  
24 identified in the CTC Item 1 of Attachment "4" from the Property prior to the  
25 construction commencement date as set forth in the notice, and such failure continues  
26 for five (5) days after written notice thereof is given to Grantor by County, County shall  
27 have the right but not the obligation to complete all removal work and deduct the  
28 removal costs from the Grantor CTC Payment.



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

6           8. This Agreement may be signed in counterpart or duplicate copies, and any  
7 signed counterpart or duplicate copy shall be equivalent to a signed original for all  
8 purposes.

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

Dated: APR 22 2014

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

GRANTOR:  
WRI GOLDEN STATE, LLC, a  
Delaware limited liability company

By: Jeff Stone  
Jeff Stone, Chairman  
Board of Supervisors

By: Weingarten Realty Investors  
a Texas real estate investment  
trust its Manager

By: Alan R. Kofoed

Name: Alan R. Kofoed  
Sr. Vice President

Title: \_\_\_\_\_

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: [Signature]  
Deputy

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

By: [Signature]  
Patricia Munroe  
Deputy County Counsel

ATTACHMENT "1"  
ASSESSOR'S PLAT MAP

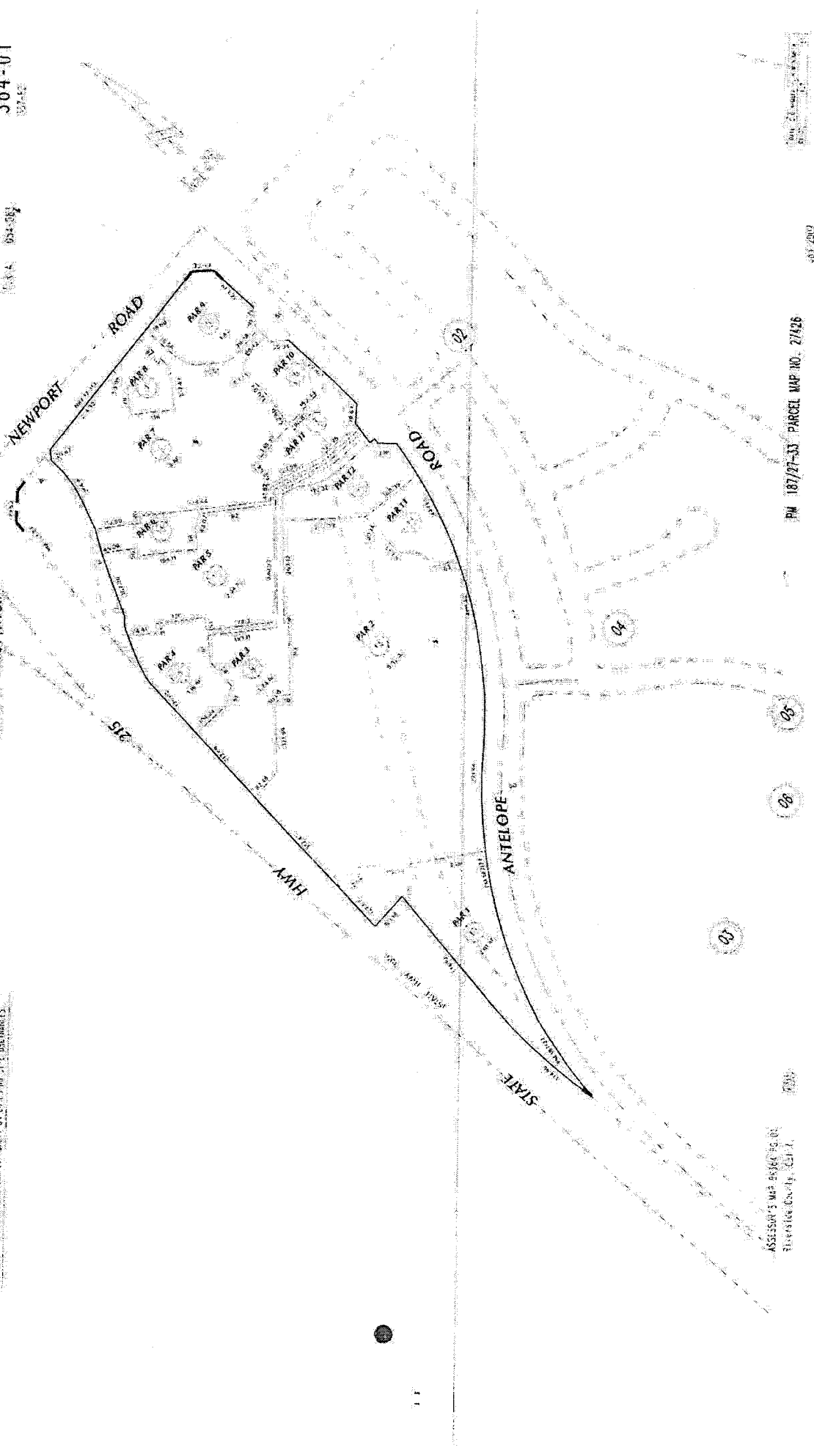
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POR. NW 2 T. 6S. R. 3W.

364-01

THIS WAS PREPARED FOR ASSISTANT PURPOSES ONLY. THE DATA SHOWN HEREIN IS ASSURED FOR THE ACCURACY OF THE DATA SHOWN. ASSISTANT PURPOSES ONLY. THIS COPY MAY BE USED FOR ANY OTHER PURPOSES.

PLA. 034-003



PM 187/27-33 PARCEL MAP NO. 21426

ASSESSOR'S MAP 05160 PG. 01  
Blaine County, OREGON

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ATTACHMENT "2"  
TEMPORARY ACCESS PLAT MAP

Parcel 22766-1

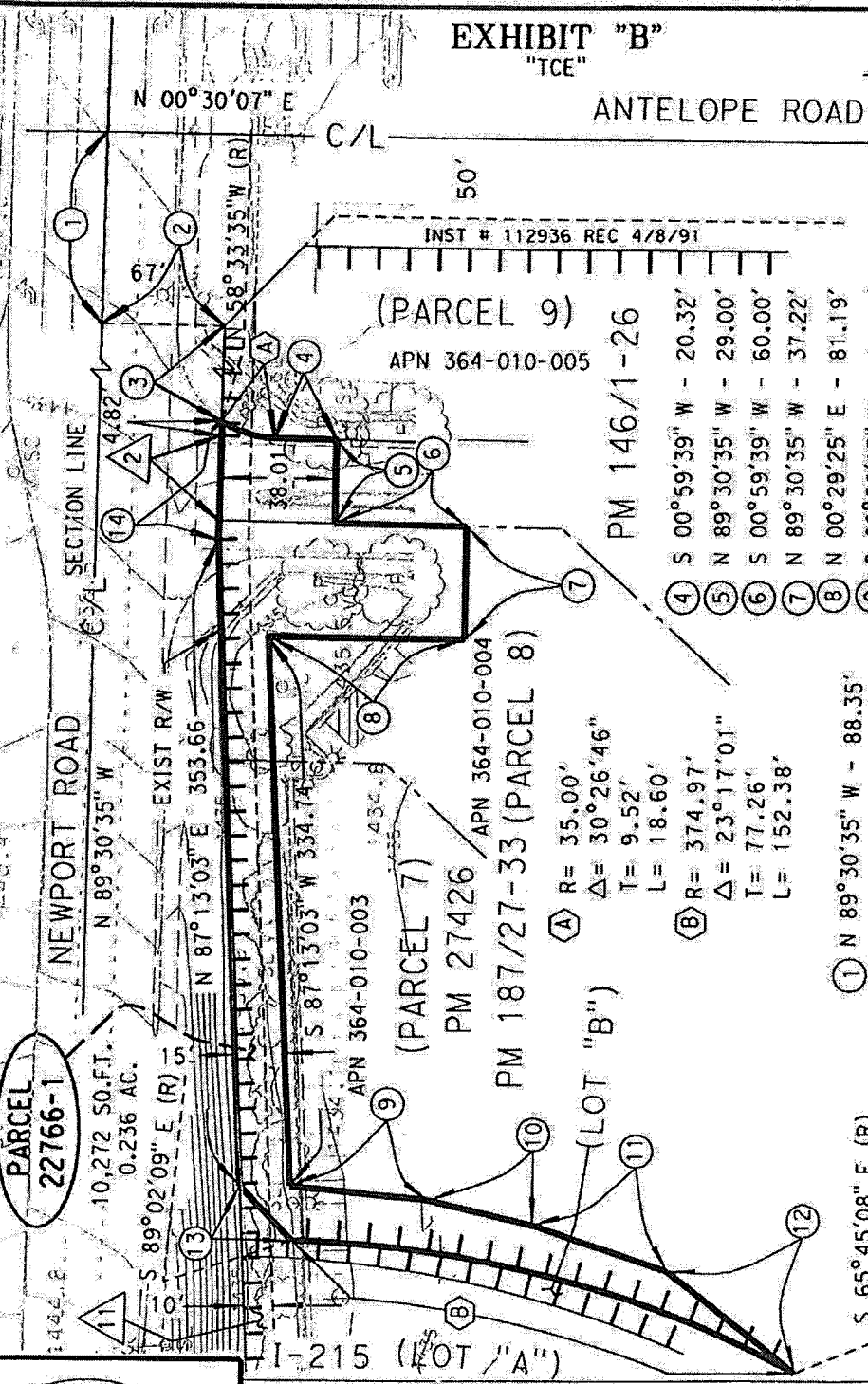
1. A portion of Assessor's Parcel Numbers 364-010-003 and 364-010-004 in favor of the County

EXHIBIT "B"  
"TCE"



CITY OF MENIFEE

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



ANTELOPE ROAD

NEWPORT ROAD

PARCEL 22766-1

(PARCEL 9)  
APN 364-010-005

(PARCEL 7)  
PM 27426  
APN 364-010-004

(PARCEL 8)  
PM 187/27-33  
APN 364-010-003

PM 146/1-26

(A) R= 35.00'  
Δ= 30°26'46"  
T= 9.52'  
L= 18.60'

(B) R= 374.97'  
Δ= 23°17'01"  
T= 77.26'  
L= 152.38'

- ① N 89°30'35" W - 88.35'
- ② S 00°29'25" W - 66.99'
- ③ N 89°30'35" W - 181.60'

- ④ S 00°59'39" W - 20.32'
- ⑤ N 89°30'35" W - 29.00'
- ⑥ S 00°59'39" W - 60.00'
- ⑦ N 89°30'35" W - 37.22'
- ⑧ N 00°29'25" E - 81.19'
- ⑨ S 06°56'17" W - 40.13'
- ⑩ S 11°28'28" W - 52.90'
- ⑪ S 16°25'59" W - 21.74'
- ⑫ S 26°01'28" W - 41.89'
- ⑬ N 45°41'14" E - 25.87'
- ⑭ S 89°30'35" E - 40.51'



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

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.  
PROJECT: NEWPORT RD/ I-215 INTERCHANGE  
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING  
DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

PAR. NO.:	22766-1
PREPARED BY:	KKC-B
SCALE:	N.T.S.
DATE:	AUGUST, 2013
W.O. NO.:	B5-0682

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

SHEET 1 OF 1

SEC. 2, T.6S., R.3 W. S.B.M

- ② 40' ACCESS OPENING PER INST# 127418 REC 4/18/1991
- ③ INDICATES ACCESS RESTRICTION
- ( ) INDICATES RECORD DATA PER PM 187/27-33
- ④ INST # 126365 REC 5/12/1988 IN FAVOR OF S.C.E.



ATTACHMENT "3"  
LOTS A AND B

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PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

CLERK OF THE BOARD  
DEPARTMENT  
(CAC - 14th Floor)

AND WHEN RECORDED MAIL TO:

RETURN TO:  
Clerk of the Board  
(CAC Bldg. - 14th Floor)

DOC # 2000-272491

07/13/2000 08:00A Fee:NC

Page 1 of 3

Recorded in Official Records  
County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	LESC
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**RESOLUTION NO. 2000-190**

Title of Document

(Accepting the Offers of Dedication of Lots "A" and "B" as Shown on Parcel Map 27426, in the Sun City Area of Riverside County)

(TLMA/Transp. Dept.)  
(Item 2.5 of July 11, 2000)

2/6/3

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE  
FOR RECORDING INFORMATION

✓  
ORIGINAL

*Surrey - mt. fiscal*

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

124 B



FROM: TLMA / Trans. Dept. SUBMITTAL DATE : June 7, 2000

SUBJECT: Accepting the offers of dedication of Lots "A" and "B" as shown on Parcel Map 27426, filed in book 187, pages 27 through 33 inclusive of Parcel Maps, in the Sun City area. Third Supervisorial District.

RECOMMENDED MOTION:

That the Board adopt Resolution No. 2000-190 accepting the offers of dedication for a public road.

JUSTIFICATION:

The Transportation Department is requesting the acceptance of said lots "A" and "B" as shown on said Parcel Map 27426 as part of the construction of the I-215 and Newport Road interchange.

*David E. Barnhart*  
\_\_\_\_\_  
David E. Barnhart  
Director of Transportation

EH: gjb  
Attachments: Resolution No. 2000- 190  
Vicinity Map

REVIEWED BY EXECUTIVE OFFICE

DATE *7/5/00 CA*

Policy  
 Policy

Consent  
 Consent

Department Recommendation:  
Per Executive Office:

A-11-A112/82

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Venable, Wilson and Mullen  
Noes: None  
Absent: None  
Date: July 11, 2000  
xc: TLMA, Co.Co.

Gerald A. Maloney  
Clerk of the Board  
By: *Gerald A. Maloney*  
Deputy

3 Dist.

125

2

3

RESOLUTION NO 2000-190

4

ACCEPTING THE OFFERS OF DEDICATION OF LOTS "A" AND "B" AS SHOWN ON

5

PARCEL MAP 27426, IN THE SUN CITY AREA OF RIVERSIDE COUNTY

6

(THIRD SUPERVISORIAL DISTRICT)

7

8

WHEREAS, the hereinafter-described public road, as dedicated by Parcel Map 27426,

9

filed in book 187, pages 27 through 33 inclusive of Parcel Maps, records of Riverside County,

10

California, hereinafter-referred to, which has not previously been accepted by the County,

11

now, therefore,

12

13

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of

14

the County of Riverside, State of California, in regular session assembled on \_\_\_\_\_

15

July 11, 2000, that this Board accepts and recognizes that said road is a public

16

road open for use by the general public;

17

18

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that this acceptance is

19

for the purpose of vesting title in the County of Riverside on behalf of the public, for public road

20

and utility uses and is not an acceptance of the road into the County Maintained Road System

21

pursuant to Section 941 of the Streets and Highways Code and that said road shall not

22

become a part of the County Maintained Road System unless subsequently accepted into said

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maintained road system by resolution adopted by this Board;

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Said road is in the County of Riverside, State of California, and is described as follows:

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///



1 RESOLUTION NO. 2000-190

2

3 THIRD SUPERVISORIAL DISTRICT

4 LOTS "A" AND "B"

5 Lots "A" and "B" as shown on said Parcel Map 27426, recorded in Book 187, Pages 27  
6 through 33 inclusive of Parcel Maps records of the Riverside County Recorder, Riverside,  
7 California;

8

9 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Clerk of this  
10 Board shall cause a certified copy of this resolution to be recorded in the Office of the  
11 Recorder of Riverside County, California.

12 **Roll Call:**

13 **Ayes:** Buster, Tavaglione, Venable, Wilson and Mullen  
14 **Noes:** None  
15 **Absent:** None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.  
GERALD A. KALCZYK Clerk of said Board  
By [Signature] Deputy

COUNTY COUNSEL  
JUN 14 2000  
BY [Signature]  
20 ASSISTANT COUNTY COUNSEL

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24 gjb

1 RESOLUTION NO. 2000-190

2

3 THIRD SUPERVISORIAL DISTRICT

4 LOTS "A" AND "B"

5 Lots "A" and "B" as shown on said Parcel Map 27426, recorded in Book 187, Pages 27  
6 through 33 inclusive of Parcel Maps records of the Riverside County Recorder, Riverside,  
7 California:

8

9 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of this  
10 Board shall cause a certified copy of this resolution to be recorded in the Office of the  
11 Recorder of Riverside County, California.

12 Roll Call:

13 Ayes: Buster, Tavaglione, Venable, Wilson and Mullen  
14 Noes: None  
15 Absent: None

15

ASSISTANT COUNSEL

JUN 14 2000

BY *[Signature]*  
ASSISTANT COUNTY COUNSEL

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3 of 3

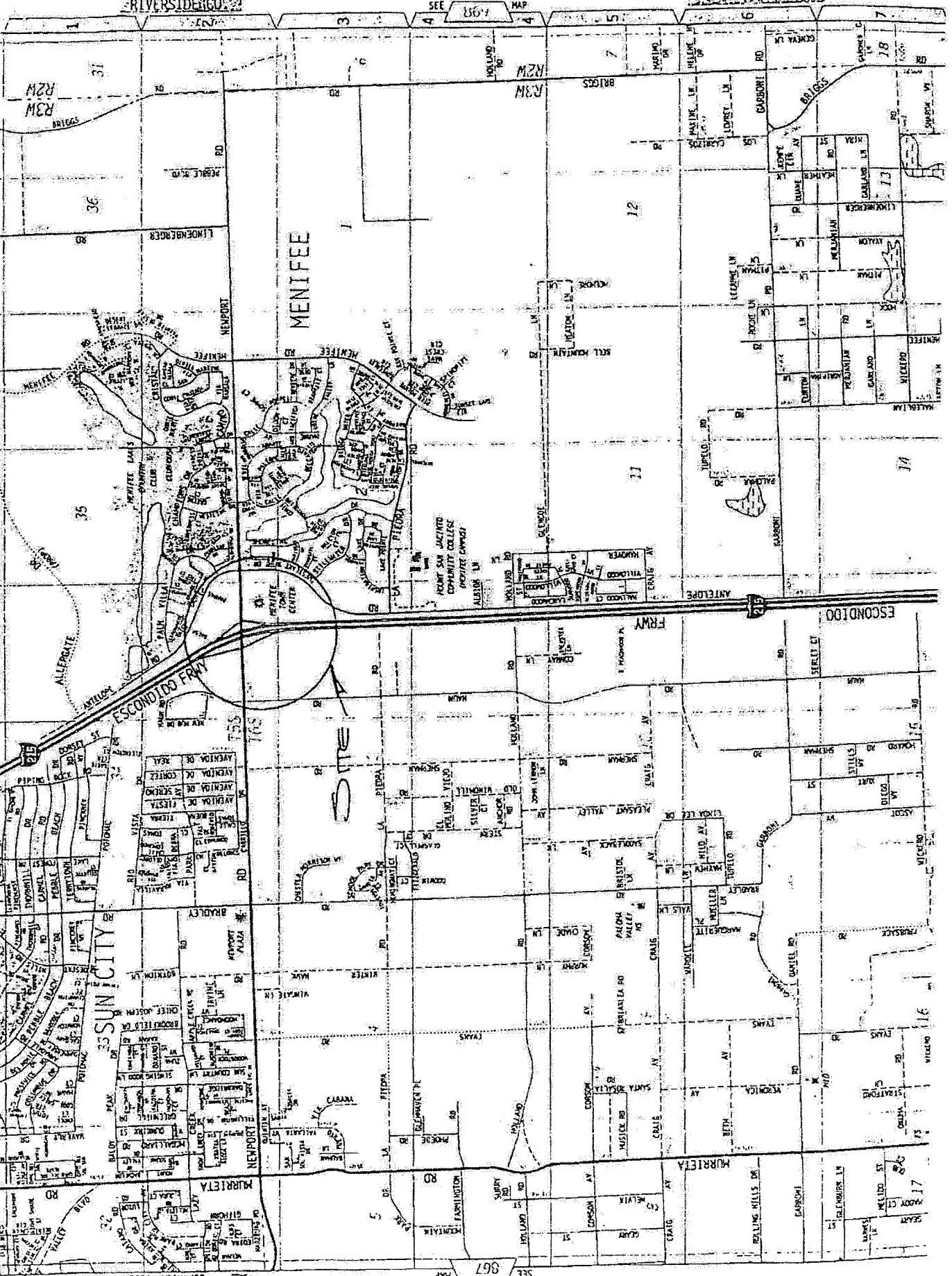
VICINITY MAP

368

RIVERSIDE CO.

SEE 867 MAP

MAP



831

SEE 867 MAP

117

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**PARCEL MAP NO. 27426**

0216-110  
 SHEET 4 OF 2 SHEETS

BEING A DIVISION OF PARCEL 3 OF PARCEL MAP 21836, FILED IN BOOK 148 OF PARCEL MAPS, PAGES 1 THROUGH 26, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF ANTELOPE ROAD AS FACIATED BY RESOLUTION NO. 91-104, RECORDED FEBRUARY 27, 1991 AS INSTRUMENT NO. 006222 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A PORTION OF SECTION 2, T. 4 S., R. 3 E., S.B.M.

OCTOBER 1994 JAMES F. GILLEN, L.S. 5557  
 WILLIAMSON J. SCHMID,  
 CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS



LINE NO.	BEARING	LENGTH	AREA
01	S 70° 12' 30" E	150.00	22,500.00
02	S 70° 12' 30" E	150.00	22,500.00
03	S 70° 12' 30" E	150.00	22,500.00
04	S 70° 12' 30" E	150.00	22,500.00
05	S 70° 12' 30" E	150.00	22,500.00
06	S 70° 12' 30" E	150.00	22,500.00
07	S 70° 12' 30" E	150.00	22,500.00
08	S 70° 12' 30" E	150.00	22,500.00
09	S 70° 12' 30" E	150.00	22,500.00
10	S 70° 12' 30" E	150.00	22,500.00
11	S 70° 12' 30" E	150.00	22,500.00
12	S 70° 12' 30" E	150.00	22,500.00
13	S 70° 12' 30" E	150.00	22,500.00
14	S 70° 12' 30" E	150.00	22,500.00
15	S 70° 12' 30" E	150.00	22,500.00
16	S 70° 12' 30" E	150.00	22,500.00
17	S 70° 12' 30" E	150.00	22,500.00
18	S 70° 12' 30" E	150.00	22,500.00
19	S 70° 12' 30" E	150.00	22,500.00
20	S 70° 12' 30" E	150.00	22,500.00

TRACT NO. 22127-1 M.B. 109741-65

E ANTELOPE ROAD

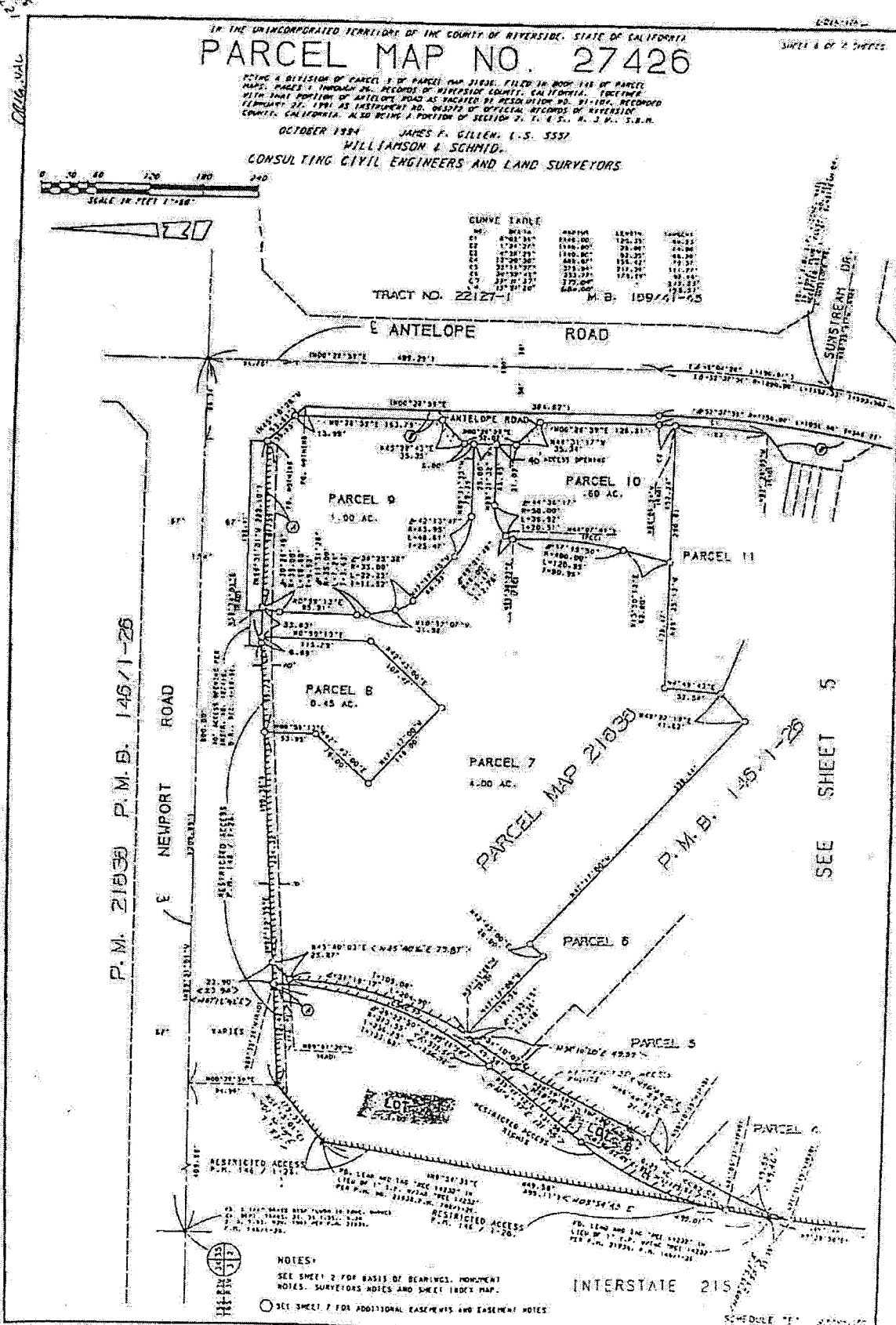
P.M.B. 21836 P.M.B. 14571-26

E NEWPORT ROAD

PARCEL MAP 21836

P.M.B. 14571-26

SEE SHEET 5



NOTES:  
 SEE SHEET 2 FOR BASIS OF BEARINGS, MONUMENT NOTES, SURVEYORS NOTES AND SHEET INDEX MAP.  
 SEE SHEET 7 FOR ADDITIONAL EASEMENTS AND EASEMENT NOTES.

INTERSTATE 215

SCHEDULE "E"



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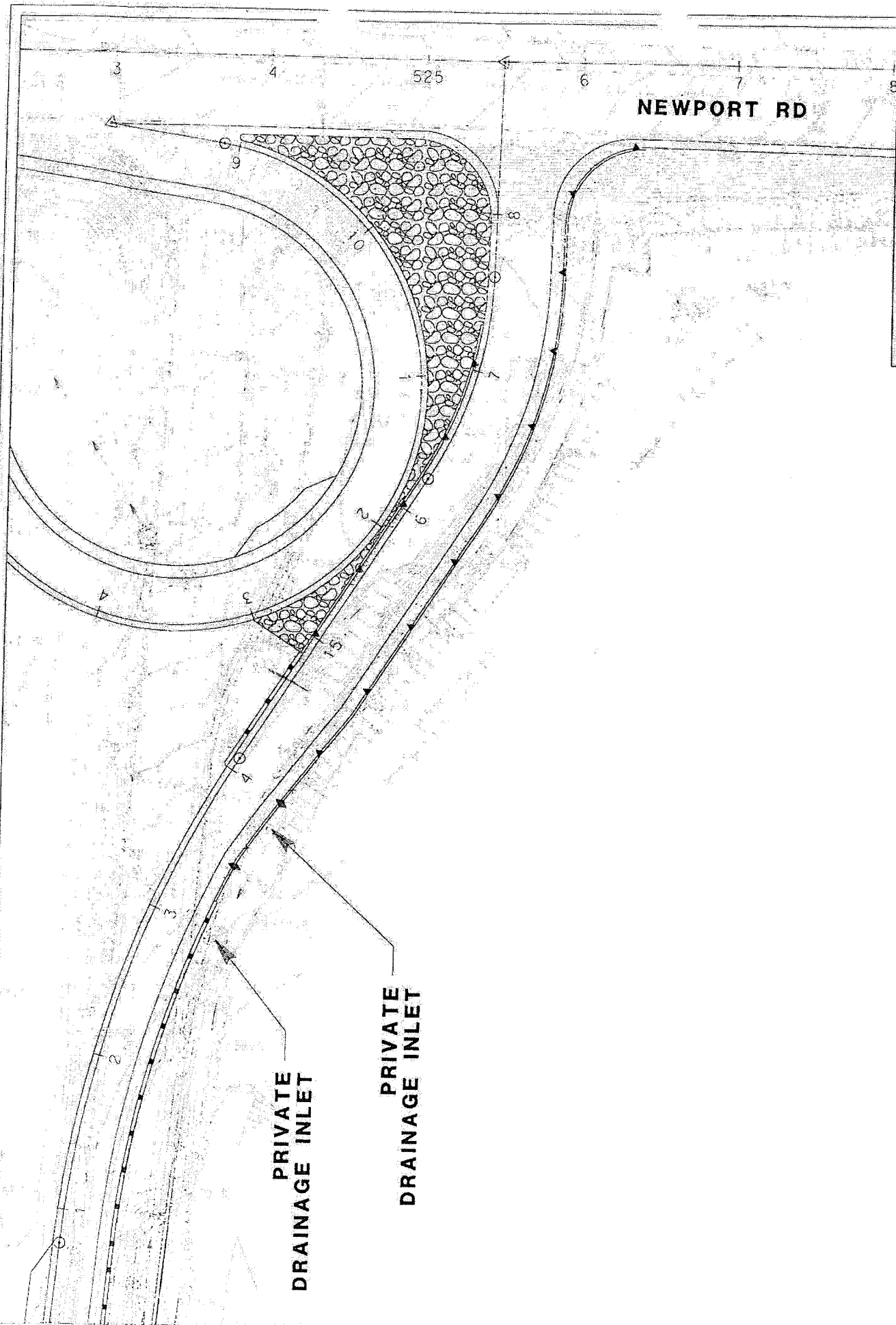
ATTACHMENT "4"  
GRANTOR COST-TO-CURE ITEMS

The Grantor Cost-to-Cure Payment to be paid by County in the amount of Two Hundred Three Thousand Seven Hundred Ninety Two Dollars (\$203,792) for the following items: Item 1 is identified as necessary work to be done in Lot B by the Grantor in order for the County to proceed with Project ("Necessary Work"). Items 2 through 5 and 11 through 18 are not contingent upon County proceeding with its Project. All exhibits referenced below are attached hereto and made a part hereof.

Item	Description	Cost
1	Sewer and water line relocation (including design and construction)	\$147,889
2	3 parking lot lights	\$15,000
3	1, 36" box Ash tree	\$680
4	14, 36" box Eucalyptus trees	\$9,520
5	63, 15-gallon shrubs and irrigation	\$3,150
6	Property signage	Protect-in-place
7	Parking lot lights (with the exception of Item 2)	Protect-in-place
8	Electrical facilities	Protect-in-place
9	Electrical transformer	Protect-in-place
10	2 fire hydrants	Protect-in-place
11	545, 5-gallon Pyracanthas	\$10,900
12	7, 36" box Ash trees	\$4,760
13	Irrigation	\$3,500
14	30, 5-gallon Rhapsodopsis	\$600
15	530 square feet of grass and irrigation	\$1,456
16	3, 36" box Palm trees	\$2,040
17	50, 5-gallon hedges	\$1,000
18	471 square feet of sidewalk @ \$7 per square foot	\$3,297
	Total Grantor Cost-to-Cure Items	\$203,792

ATTACHMENT "5"  
DRAINAGE INLETS

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NO SCALE

I-215/NEWPORT ROAD INTERCHANGE WRI