

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



130
A

FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:
September 25, 2014

SUBJECT: Temporary Construction Easement Deed for the Scott Road/Interstate 215 Interchange Project, District 3/District 3, [\$112,130] CFD 05-8 Scott Road-100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Temporary Construction Easement Deed for Parcel 21938-2, within Assessor's Parcel Number 388-010-025;
2. Authorize the Chairman of the Board to execute this deed 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 Assistant Director of Transportation, for Juan C. Perez Director of Transportation and Land Management

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 112,130	\$ 0	\$ 112,130	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: CFD 05-8 Scott Road-100%	Budget Adjustment: No
	For Fiscal Year: 2014/15

C.E.O. RECOMMENDATION: APPROVE
BY:
Rohini Dasika
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Ashley 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: October 7, 2014
xc: EDA, Transp.

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: | District: 3/3 | Agenda Number:

3-5

FORM APPROVED COUNTY COUNSEL
DATE: 9/14/14
BY: GREGORY P. PRAMOS

Departmental Concurrence

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

A-30 Positions Added Change Order
4/5 Vote

RECOMMENDED MOTION: (Continued)

4. Authorize and allocate the full settlement amount of \$77,000 for temporary access to Parcel Number 21938-2 to acquire a temporary easement and loss of goodwill; and
5. Authorize reimbursement to EDA/FM-Real Estate in the amount not-to-exceed \$35,130 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 temporary access of a portion of Assessor's Parcel Number 388-010-025 and loss of goodwill with Scott-Murrieta Service Station (Scott-Murrieta) for the price of \$77,000. There are costs of \$35,130 associated with this transaction.

Scott-Murrieta will execute a Temporary Construction Easement Deed in favor of the County of Riverside referenced as Parcel Number 21938-2, located within Assessor's Parcel Number 388-010-025.

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

Impact on Citizens and Businesses

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

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

Economic Development Agency/Facilities Management and Transportation Department

FORM 11: Temporary Construction Easement Deed for the Scott Road/Interstate 215 Interchange Project,
District 3/District 3, [\$112,130], CFD 05-8 Scott Road-100%

DATE: September 25, 2014

PAGE: 3 of 3

SUPPLEMENTAL:

Additional Fiscal Information

The following summarizes the funding necessary for the temporary access and loss of goodwill for a portion of Assessor's Parcel Number 388-010-025:

Full Settlement Price of the Temporary Construction Access/Loss of Goodwill:	\$ 77,000
Estimated Title and Escrow Charges:	2,500
Preliminary Title Report	500
County Appraisals (Real Property & Goodwill)	8,630
Owner Appraisal	4,000
EDA/FM Real Property Staff Time	19,500
Total Estimated Acquisition Costs:	\$112,130

Attachment:

Temporary Construction Easement Deed (1)

Recorded at request of and return to:
Economic Development Agency/
Facilities Management
Real Estate Division
On behalf of the Transportation Department
3403 10th Street, Suite 400
Riverside, California 92501

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

SV:ra/071514/244TR/17.011

(Space above this line for Recorder's use)

PROJECT: I-215 / Scott Road Interchange Project
PARCELS: 21938-2
APN: 388-010-025 (PORTION)

TEMPORARY CONSTRUCTION EASEMENT DEED

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

SCOTT-MURRIETA SERVICE STATION, LP, a California Limited Partnership ("Grantor")

Grant(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), a temporary non-exclusive easement to be used for re-grading/construction of the driveway and for all purposes necessary to facilitate and accomplish the construction of I-215 / Scott Road Interchange Project ("Project"), in, on, and along the real property situated in the City of Menifee, County of Riverside, State of California, identified as a portion of Assessor's Parcel Number 388-010-025, referenced as Parcel No. 21938-2, described on Attachment "1," attached hereto and made a part hereof.

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

1. AFFECTED PARCEL: The temporary construction easement area (TCE Area), used for the re-grading/construction of the driveway and for all purposes necessary to facilitate and accomplish the construction of the Project, referenced as Parcel No. 21938-2 consisting of approximately 0.016 acres or 694 square feet as designated on Attachment 1.

OCT 07 2014 3-5

2. **CONSIDERATION**: Grantor grants a temporary right to County to enter upon and use the TCE Area of Grantor's property, and the County agrees to rent from Grantor all of the TCE Area property described herein, under the terms and conditions set forth in this Deed. The full settlement for the TCE Area consists of the rental price amount for the real property interests to be temporarily acquired by the County and the loss of business goodwill ("Full Settlement Price"). The Full Settlement Price in the amount of \$77,000 (Seventy-Seven Thousand Dollars) is to be distributed to Grantor in accordance with this Deed.

3. **COUNTY RESPONSIBILITIES**: Upon the mutual execution of this Deed, County will open escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"), no later than twenty (20) days after this Deed is fully executed and delivered. 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 Deed and are not consistent with this Deed. In the event of any conflict between the terms of this Deed and any additional Escrow instructions, the terms of this Deed shall control. The Escrow will hold all funds deposited by the County in an escrow account ("Escrow Account") that is interest bearing and at a bank approved by County with interest accruing for the benefit of County. 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.
 - a. Upon the opening of Escrow, the County shall deposit the Consideration as follows:
 - i. Full Settlement Price: Deposit into Escrow the Full Settlement Price in the amount of Seventy-Seven Thousand Dollars (\$77,000) (the "Deposit").

 - b. On or before the date that Escrow is to close, which shall be on or before forty-five (45) days after the opening of escrow ("Close of Escrow")
 - i. Closing Costs. County will deposit to Escrow Holder 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.

 - c. County will authorize the Escrow Holder to close Escrow and release the Deposit, in accordance with the provisions herein, to Grantor conditioned only upon the satisfaction by County:
 - i. The deposit of the Temporary Construction Easement Deed executed, acknowledged and delivered to Monica Tlaxcala, Real Property Agent for the County or to Escrow Holder, temporarily granting the portion of the property for recordation in the Official

Records of the County Recorder of said Riverside County ("Official Records") upon Close of Escrow:

4. **GRANTOR RESPONSIBILITIES:** Execute and acknowledge the Deed in favor of the County of Riverside dated 7-16-14 identified as Parcel Number 21938-2 and deliver Deed to Monica Tlaxcala, Real Property Agent for the County or to the Escrow Holder.

5. **CLAIMS:** Effective upon the execution of this agreement, the hereinafter described release of claims provision shall automatically go into force and effect without the need for any further action by the parties. Except as provided for in this agreement and for any bodily injury claims or third party property damage claims (including but not limited to injury, damage, or death of any person) that directly or indirectly relate to or arise from the construction of the Project, Grantor forever releases and discharges the County and all of its departments, officers, directors, officials, employees, agents, successors, assigns, and its independent contractors from any and all claims that directly or indirectly relate to or arise from one or more of the following: 1) the Project; 2) the construction of the Project; 3) the Property, and 4) the County's use of the TCE area.

5a. Grantor hereby agrees and affirms that all consideration tendered or granted by County under this agreement is accepted as full consideration, and except as provided for in this agreement, Grantor shall not seek additional compensation for any kind that directly or indirectly relates to or arises from the 1) the Project; 2) the construction of the Project; 3) the Property; and 4) the County's use of the TCE Area.

5b. Grantor represents and warrants that no other person or entity currently holds an interest in the business located on the property.

6. **NOTICE TO GRANTOR:** County shall provide a thirty (30) day written notice to Grantor prior to using the rights herein granted. The rights herein granted may be exercised for twenty-four (24) months from the thirty (30) day written notice, or until completion of said Project, whichever occurs later. At the expiration of the Temporary Construction Easement term, County shall quitclaim its interest in such property to Grantor or Grantor's successor.

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

8. **DEBRIS REMOVED:** At the termination of the period of use of TCE Area by County, but before its relinquishment to Grantor, debris generated by County's use will be removed and the surface will be graded and left in a neat condition.

9. HOLD HARMLESS: Grantor shall be held harmless from all claims of third persons arising from the County's use of the TCE Area permitted under this Deed; however, this hold harmless agreement does not extend to any liability arising from or as a consequence of the presence of hazardous waste on the property.
10. OWNERSHIP: Grantor hereby warrants that they are the owners of the property and that they have the right to grant County permission to enter upon and use the property.
11. ENTIRE DEED: This Deed is the result of negotiations between the parties hereto. This Deed is intended by the parties as a final expression of their understanding with respect to the matters herein and is a complete and exclusive statement of the terms and conditions hereof. This Deed supersedes any and all other prior agreements or understandings, oral or written, in connection therewith. No provision contained herein shall be construed against the County solely because it provided or prepared this Deed.
12. MODIFICATIONS IN WRITING: This Deed shall not be changed, modified, or amended except upon the written consent of the parties hereto.
13. SUCCESSORS AND ASSIGNS: Grantor, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this Deed, and all the parties thereto shall be jointly and severally liable thereunder.
14. TITLES AND HEADINGS: Titles and headings to articles, paragraphs, or subparagraphs herein are for the purpose of convenience and reference only, and shall in no way limit, define or otherwise affect the provisions of this Deed.
15. GOVERNING LAW AND VENUE: Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights providing for by this Deed 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

16. COUNTERPART: This Deed may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

Dated: OCT 07 2014

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

GRANTOR:
SCOTT-MURRIETA SERVICE
STATION, LP, a California limited
partnership

By: Jeff Stone
Jeff Stone, Chairman
Board of Supervisors

By: Hagop Kofdarali
Name: Hagop Kofdarali
Its: General Partner

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: Karen Bayton
Deputy

APPROVED AS TO FORM:
Greg Priamos
County Counsel

By: Patricia Munroe
Patricia Munroe
Deputy County Counsel

STATE OF CALIFORNIA)
)ss
COUNTY OF Riverside)

On July 16, 2014, before me, Kathleen Valenzuela, a Notary Public in 0 and for said County and State, personally appeared Hagop Kofdarali, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that (he) she/they executed the same in (his) her/their authorized capacity(ies), and that by (his) her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature Kathleen Valenzuela [SEAL]



STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:


Signature _____ [SEAL]

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

THIS IS TO CERTIFY that the temporary interest in real property conveyed by the temporary construction easement deed dated 7-16-14, from SCOTT-MURRIETA SERVICE STATION, LP, a California limited partnership, to the COUNTY OF RIVERSIDE, is hereby accepted by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

Dated: 9-2-2014

COUNTY OF RIVERSIDE
Juan C. Perez, Director of Transportation

By: , Deputy

FORM APPROVED COUNTY COUNSEL

BY:  8/13/14
PATRICIA MUNROE DA

ATTACHMENT "1"
Temporary Construction Easement Area
Exhibit "A": Legal Description and Exhibit "B": Plat Map (Depiction)

1. A portion of Assessor's Parcel Number: 388-010-025 referenced as Parcel 21938-2.

EXHIBIT "A"
LEGAL DESCRIPTION
SCOTT ROAD (I-215 INTERCHANGE)
TEMPORARY CONSTRUCTION EASEMENT
21938-2

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES LYING WITHIN PARCEL 4 OF PARCEL MAP NUMBER 32258 ON FILE IN BOOK 222, PAGES 6 AND 7 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SCOTT ROAD AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED SEPTEMBER 9, 1949, IN BOOK 1107, PAGES 503 THROUGH 505, INCLUSIVE, AND THE CENTERLINE OF ANTELOPE ROAD AS RELINQUISHED TO THE COUNTY OF RIVERSIDE IN INSTRUMENT NUMBER 172048 RECORDED SEPTEMBER 11, 1981 BOTH OFFICIAL RECORDS OF SAID RECORDER, BEING A POINT ON THE NORTH LINE OF SAID SECTION 23 AS SHOWN ON SAID PARCEL MAP;

THENCE S 89°19'00" E ALONG SAID CENTERLINE OF SCOTT ROAD AND SAID NORTH LINE OF SECTION 23, A DISTANCE OF 233.04 FEET;

THENCE LEAVING SAID CENTERLINE AND SAID NORTH LINE AT RIGHT ANGLES, S 00°41'00" W, A DISTANCE OF 54.99 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SCOTT ROAD, SAID POINT BEING THE NORTHEASTERLY CORNER OF SAID PARCEL 4 AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING S 00°41'00" W ALONG THE EASTERLY LINE OF SAID PARCEL 4, A DISTANCE OF 30.24 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 85.23 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF SCOTT ROAD;

THENCE N 89°19'00" W ALONG SAID PARALLEL LINE, A DISTANCE OF 22.95 FEET;

THENCE N 00°41'00" E, A DISTANCE OF 30.24 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE;

THENCE S 89°19'00" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 22.95 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 694 SQUARE FEET, OR 0.016 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES BY 1.00012036 TO OBTAIN GROUND DISTANCES.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Edward D. Hunt

DATE: 10-30-2013



EXHIBIT "B"

08-RIV-215-MP15.50-21938 (21938-2)
 TEMPORARY CONSTRUCTION EASEMENT

LOT LINE ADJUSTMENT

NO. 5853

INST. NO. 2008-0593180

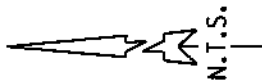
REC. 11/07/2008

LINE DATA

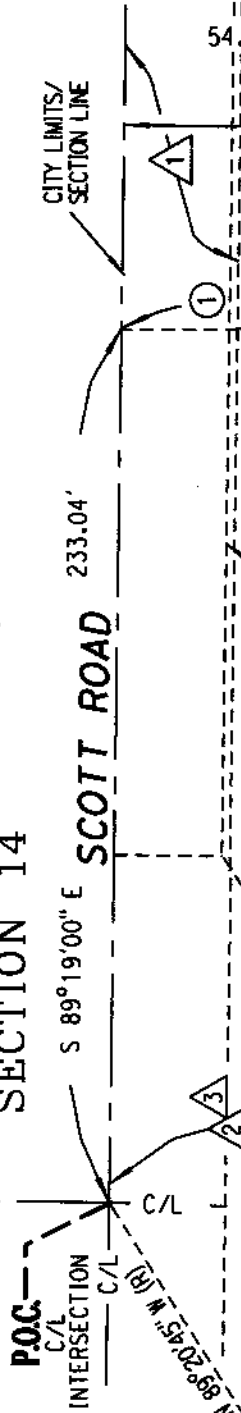
- ① S 00°41'00" W - 54.99'
- ② S 00°41'00" W - 30.24'
- ③ N 89°19'00" W - 22.95'
- ④ N 00°41'00" E - 30.24'
- ⑤ S 89°19'00" E - 22.95'

- R/W PER INST. 08-0428500 REC. 08/05/2008
- R/W PER PM 20/86-88 REC. 08/29/1972
- R/W PER PM 222/6-7 REC. 09/11/1981.

- ① O.R. BK. 1107, PG. 503-505 REC. 09/10/1949
- ② INST. 115189 REC. 08/29/1972
- ③ INST. 172048, REC. 09/11/1981.



T.6S., R.3 W., S.B.M.
 SECTION 14
 CITY OF MENIFEE



PARCEL 5
 PARCEL 3 (LLA)
 PARCEL 2 (LLA)

21938-2
 694 SQ. FT.
 0.016 AC.
PARCEL MAP
NO. 32258
PM 222/6-7
PARCEL 4
 GRANT DEED
 INST. NO. 07-0408466
 REC. 06/22/2007
 APN 388-010-025

T.6S., R.3 W., S.B.M.
 SECTION 23
 CITY OF MURRIETA



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

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

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

PAR. NO.:	21938-2
PREPARED BY:	GSE
SCALE:	N.T.S.
DATE:	OCTOBER, 2013
W.O. NO.:	B3-0689
SHEET 1 OF 1	