

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

1161



FROM: Economic Development Agency and Transportation Department

SUBMITTAL DATE:
March 3, 2016

SUBJECT: Temporary Construction Easement Deeds for the Scott Road/Interstate 215 Interchange Project, Portions of Assessor's Parcel Numbers 388-010-033 and 388-010-034, CEQA Finding of Nothing Further is Required, District 3; [\$91,800] Local Government, City of Menifee-100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Finds that the purchase of temporary construction easements have been adequately analyzed in an earlier Mitigated Negative Declaration for which Responsible Agency Findings were made by the Board on October 20, 2015, Minute Order 3-12 for the Scott Road/I-215 Interchange Project;
2. Approve the attached Temporary Construction Easement Deed between the County of Riverside and Continental East Development-8.1. a California Limited Liability Company for temporary rights in real property identified as Parcel 21937-2 in favor of the County of Riverside, located within Assessor's Parcel Number 388-010-033;

(Continued)

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	\$ 91,800	\$ 0	\$ 91,800	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Local Government, City of Menifee-100%
Budget Adjustment: No
For Fiscal Year: 2015/16-2016/17

C.E.O. RECOMMENDATION:

APPROVE

BY:
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Benoit and Ashley
 Nays: None
 Absent: Washington
 Date: March 29, 2016
 xc: EDA, Transp.

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 12/10/13, MO 3-33;
10/20/15. MO 3-12

District: 3

Agenda Number:

3-22

FORM APPROVED COUNTY COUNSEL
DATE: 1/14/16
BY: GREGORY P. PRIAMOS

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Susana Garcia-Bocanegra 3/17/16

A-30 Positions Added
 4/5 Vote Change Order

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

Economic Development Agency and Transportation Department

FORM 11: Temporary Construction Easement Deeds for the Scott Road/Interstate 215 Interchange Project, Portions of Assessor's Parcel Numbers 388-010-033 and 388-010-034, CEQA Finding of Nothing Further is Required, District 3; [\$91,800] Local Government, City of Menifee-100%

DATE: March 3, 2016

PAGE: 2 of 4

RECOMMENDED MOTION: (Continued)

3. Approve the attached Temporary Construction Easement Deed between the County of Riverside and Continental East Fund VIII, LLC, a California Limited Liability Company for temporary rights in real property identified as Parcels 21936-2 and 21936-3 in favor of the County of Riverside, located within Assessor's Parcel Number 388-010-034;
4. Authorize the County Executive Officer/EDA or his designee to execute any other documents and administer all actions necessary to complete both transactions;
5. Authorize and allocate the settlement amount of \$4,250 for temporary rights to Parcel 21937-2, located within a portion of Assessor's Parcel Number 388-010-033;
6. Authorize and allocate the settlement amount of \$17,750 for temporary rights to Parcels 21936-2 and 21936-3, located within a portion of Assessor's Parcel Number 388-010-034;
7. Allocate the sum of \$26,400 in reserves for Parcels 21937-2, 21936-2, and 21936-3 in the event the term of the temporary construction needs to be extended for an additional 2-year period; including any reasonable increases, and
8. Authorize reimbursement to EDA-Real Estate in the amount not-to-exceed \$43,400 for due diligence and staff expenses;

BACKGROUND:

Summary

The County of Riverside (County), pursuant to certain cooperative agreements, one with the State of California, acting by and through its Department of Transportation (Caltrans) and one with the City of Menifee and City of Murrieta, is responsible for acquiring right-of-way and property interests on behalf of Caltrans and the City of Menifee for the Scott Road/I-215 Interchange Project (Interchange Project) for the purpose of constructing, maintaining and operating state highway and local roadway improvements to improve the traffic flow along Scott Road and for access to and from the freeway in the area of the Scott Road/I-215 Interchange. As part of the Interchange Project, the Riverside County Transportation Department (RCTD) has agreed to acquire the necessary right-of-way and temporary construction rights as well as manage the construction 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. The subject properties are outlined in black on the exhibits identified as Attachment 1.

Upon completion of the Interchange Project construction, the City of Menifee will assume all the rights and responsibilities associated with the ownership, operation and maintenance of the road improvements made within the City of Menifee's right-of-way and under its jurisdiction.

Pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), Caltrans adopted a Mitigated Negative Declaration (MND) and made a Categorical Exclusion (CE) Determination under Section 6005 of 23 U.S.C. 327 and approved the Interchange Project on December 2, 2010. An Addendum to the MND was prepared and considered a NEPA/CEQA Re-Validation Conclusion Form was approved on November 29, 2012 by Caltrans.

(Continued)

BACKGROUND:

Summary (Continued)

On October 20, 2015, the Board of Supervisors made Responsible Agency CEQA Findings to provide for County implementation of right of way actions for the Interchange Project. The acquisition of temporary construction easements for APN 388-010-033 and 388-010-034 are consistent with the MND/CE and the Addendum/Re-Validation and Resolution No. 2015-093, are documented in the Notice of Determination that addresses all acquisition, construction, utility, slope and drainage easements required for the project and are actions in furtherance of implementation of the project. No further CEQA document is required for the temporary construction easements.

The EDA-RE Division has negotiated settlements of temporary rights from the following: 1) Continental East Development-8.1, a California Limited Liability Company (CED-8.1) for a price of \$4,250, located on a portion of APN 388-010-033 and 2) Continental East Fund VIII, LLC, a California Limited Liability Company (CEF VIII) for a price of \$17,750, located on a portion of APN 388-010-034. There are not-to-exceed costs of \$43,400 associated with these transactions. Staff recommends an additional \$26,400 in reserves in the event the term of the temporary rights need to be extended for another two years, which would include staff time to process the extension.

CED-8.1 will convey a temporary interest via a Temporary Construction Easement Deed in favor of the County for Parcel 21937-2, located within a portion of APN 388-010-033. In addition, CEF VIII will convey a temporary interest via a Temporary Construction Easement Deed in favor of the County for Parcels 21936-2 and 21936-3, located within a portion of APN 388-010-034.

The Form 11 and Temporary Construction Easement Deeds have been approved as to legal form by County Counsel.

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.

SUPPLEMENTAL:

Additional Fiscal Information

The following summarizes the funding necessary for the temporary access of a portion of APN 388-010-033 and 388-010-034:

Settlement Price of the Temporary Construction Access for Parcel 21937-2, located within a portion of APN: 388-010-033	\$ 4,250
Settlement Price of the Temporary Construction Access for Parcels 21936-2 and 21936-3, located within a portion of APN: 388-010-34	17,750
Contingency for 2-Year Extension of Temporary Access	26,400
Estimated Title and Escrow Charges	2,000
Preliminary Title Reports	800
County Appraisal (Real Property)	16,000
Owner Appraisal per California Code of Civil Procedures Section 1263.025	4,600
EDA Real Property Staff Time	20,000
Total Estimated Acquisition Costs (Not-to-Exceed)	\$91,800

(Continued)

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Temporary Construction Easement Deeds for the Scott Road/Interstate 215 Interchange Project, Portions of Assessor's Parcel Numbers 388-010-033 and 388-010-034, CEQA Finding of Nothing Further is Required, District 3; [\$91,800] Local Government, City of Menifee-100%

DATE: March 3, 2016

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These transaction costs included: 1) the need to obtain, besides the original appraisal report, several updated appraisal reports in order to present an offer of just compensation to the owner based on a current fair market value appraisal report as well as, 2) staff time to allow for the negotiation process as well as coordination and preparation of necessary documents to complete the transaction.

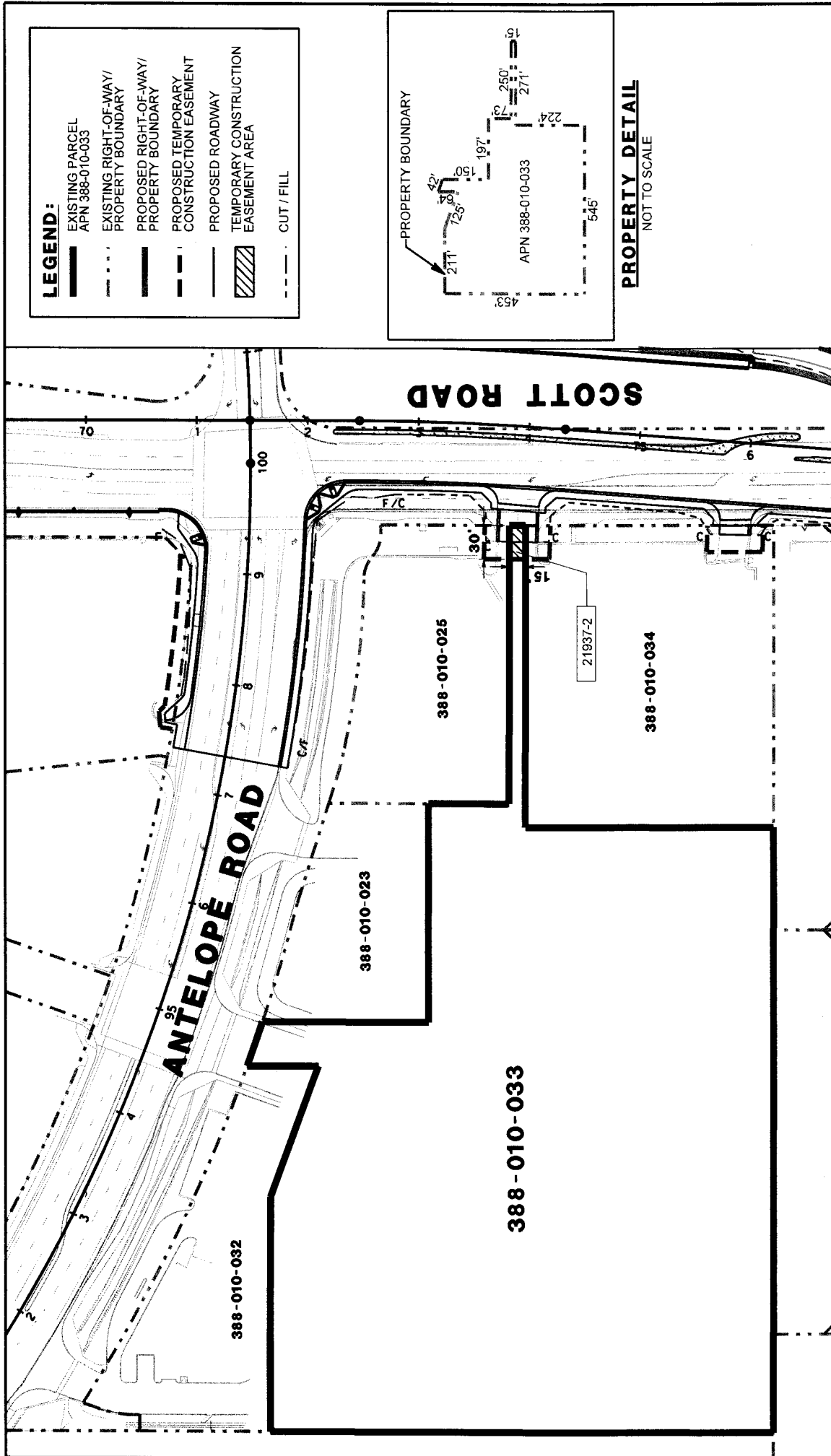
All costs associated with the temporary rights of these properties are fully funded by the City of Menifee. No net County costs will be incurred as a result of this transaction. These charges are estimated only, including the contingency for the possibility of the two year extension of the temporary access, and only actual amounts will be charged to the Project.

ATTACHMENTS:

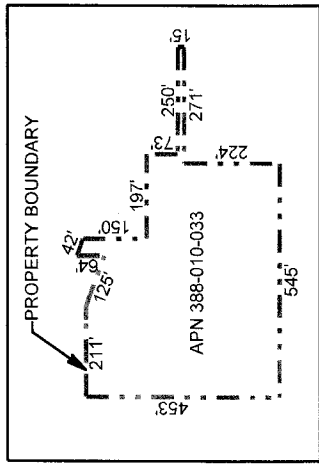
Attachment 1 – Property Maps (2 pages)

One (1) Temporary Construction Easement Deed – Parcel 21937-2 (APN: 388-010-033)

One (1) Temporary Construction Easement Deed – Parcels 21936-2 and 21936-3 (APN: 388-010-034)



- LEGEND:**
- EXISTING PARCEL APN 388-010-033
 - - - EXISTING RIGHT-OF-WAY/ PROPERTY BOUNDARY
 - PROPOSED RIGHT-OF-WAY/ PROPERTY BOUNDARY
 - - - PROPOSED TEMPORARY CONSTRUCTION EASEMENT
 - PROPOSED ROADWAY
 - ▨ TEMPORARY CONSTRUCTION EASEMENT AREA
 - - - CUT / FILL



**APN 388-010-033
CONTINENTAL EAST DEV 8 1**

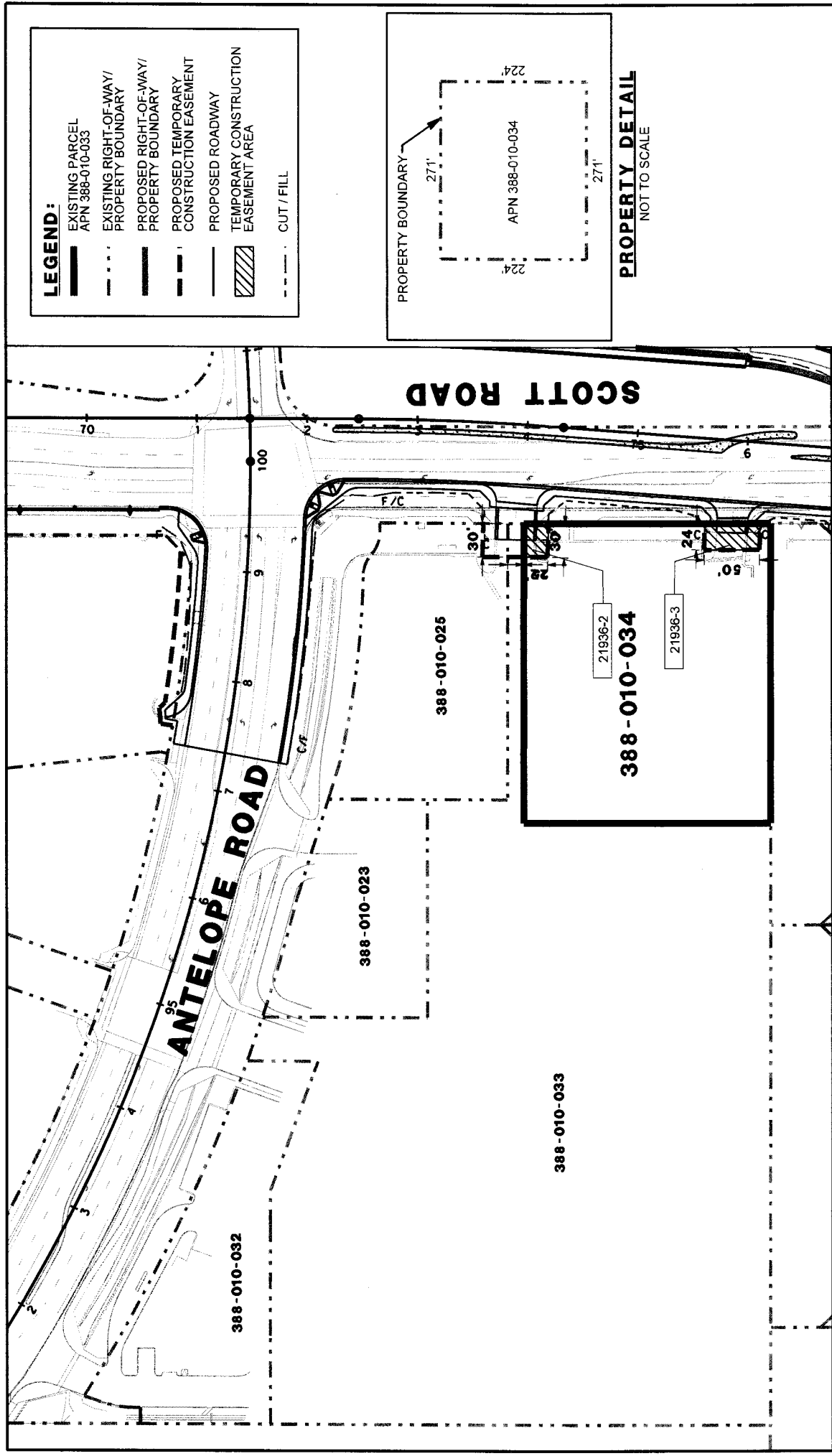
AREA TO BE ACQUIRED	
TEMPORARY CONSTRUCTION EASEMENT	442 sf (0.010 ac)
Parcel # 21937-2	
	442 sf (0.010 ac)



NO SCALE

DE DOKKEN
ENGINEERING
TWO BETTER WORLD CIRCLE
SUITE 120
TAMECULA, CA 92290 (951) 506-8895

EXHIBIT 1
I-215/SCOTT ROAD
INTERCHANGE MODIFICATION
DECEMBER 2015



LEGEND:

	EXISTING PARCEL APN 388-010-033
	EXISTING RIGHT-OF-WAY/ PROPERTY BOUNDARY
	PROPOSED RIGHT-OF-WAY/ PROPERTY BOUNDARY
	PROPOSED TEMPORARY CONSTRUCTION EASEMENT
	PROPOSED ROADWAY
	TEMPORARY CONSTRUCTION EASEMENT AREA
	CUT / FILL

PROPERTY DETAIL
NOT TO SCALE

APN 388-010-034 CONTINENTAL EAST FUND VIII

AREA TO BE ACQUIRED	
TEMPORARY CONSTRUCTION EASEMENT	1,844 sf (0.042 ac)
Parcel # 21936-2	652 sf (0.015 ac)
Parcel # 21936-3	1,192 sf (0.027 ac)

NO SCALE

DE DOKKEN
ENGINEERING
700 WESTER WORLD CIRCLE
SUITE 120
TEMECULA, CA 92590 (951) 506-8895

EXHIBIT 2
I-215/SCOTT ROAD
INTERCHANGE MODIFICATION
DECEMBER 2015

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/050815/244TR/17.172

(Space above this line for Recorder's use)

PROJECT: I-215 / Scott Road Interchange Project
PARCEL: 21937-2
APN: 388-010-033 (portion)

TEMPORARY CONSTRUCTION EASEMENT DEED

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

CONTINENTAL EAST DEVELOPMENT-8.1, a California Limited Liability Company ("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 approach from Scott Road 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 Murrieta, County of Riverside, State of California, identified as a portion of Assessor's Parcel Number 388-010-033, referenced as Parcel No. 21937-2, 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 approach from Scott Road and for all purposes necessary to facilitate and accomplish the construction of the Project, referenced as Parcel No. 21937-2 consisting of approximately 0.010 acres or 442 square feet as designated on Attachment 1.

MAR 29 2016 3-22

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 ("Full Settlement Price"). The Full Settlement Price in the amount of \$4,250 (Four Thousand Two Hundred and Fifty 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"). 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 Four Thousand Two Hundred and Fifty Dollars (\$4,250) (the "Deposit").

 - b. On or before the date that Escrow is to close ("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 _____ identified as Parcel Number 21937-2 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: March 29, 2016

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

By: John J. Benoit
John J. Benoit, Chairman
Board of Supervisors

GRANTOR:
CONTINENTAL EAST
DEVELOPMENT-8.1, LLC,
a California Limited Liability Company

By: AK

Name: Al Rattan

Its: Manager

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: Kecia Harper-Ihem
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: R. Todd Fuern
R. Todd Fuern
Deputy County Counsel

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Riverside)

On 12/01/2015, before me, Tracey Peterson, a Notary Public, Alvin Rattan 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 Tracey Peterson



Place Notary Seal Above

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

THIS IS TO CERTIFY that the temporary interest in real property conveyed by the temporary construction easement deed dated _____, from CONTINENTAL EAST DEVELOPMENT, LLC, a California Limited Liability Company, to the COUNTY OF RIVERSIDE, is hereby accepted by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

COUNTY OF RIVERSIDE
Juan C. Perez, Director of Transportation

By: _____, Deputy

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

1. A portion of Assessor's Parcel Number: 388-010-033 referenced as Parcel 21937-2.

EXHIBIT "A"
LEGAL DESCRIPTION
SCOTT ROAD (I-215 INTERCHANGE)
TEMPORARY CONSTRUCTION EASEMENT
21937-2

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES LYING WITHIN PARCEL 2 OF LOT LINE ADJUSTMENT NUMBER 5853 RECORDED AUGUST 5, 2008, AS INSTRUMENT NUMBER 2008-0428504, AND RE-RECORDED NOVEMBER 07, 2008, AS INSTRUMENT NUMBER 2008-0593180, BOTH OFFICIAL 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 BY INSTRUMENT NUMBER 172048 RECORDED SEPTEMBER 11, 1981 BOTH OFFICIAL RECORDS OF SAID RECORDER, SAID POINT BEING ON THE NORTH LINE OF SAID SECTION 23, AS SHOWN ON PARCEL MAP NUMBER 32258 ON FILE IN BOOK 222, PAGES 6 AND 7 OF PARCEL MAPS, RECORDS OF SAID RECORDER;

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 NORTHWESTERLY CORNER OF SAID PARCEL 2 AND THE **TRUE POINT OF BEGINNING**;

THENCE S 89°19'00" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 14.60 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL 2;

THENCE S 00°41'00" W ALONG THE EASTERLY LINE OF SAID PARCEL 2, 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 14.60 FEET TO THE WESTERLY LINE OF SAID PARCEL 2;

THENCE, N 00°41'00" E ALONG SAID WESTERLY LINE OF PARCEL 2, A DISTANCE OF 30.24 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 442 SQUARE FEET, OR 0.010 ACRES, MORE OR LESS.

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

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Edward D. Hunt

DATE: 10-30-2013



LINE DATA

- ① S 00°41'00" W - 54.99'
- ② S 89°19'00" E - 14.60'
- ③ S 00°41'00" W - 30.24'
- ④ N 89°19'00" W - 14.60'
- ⑤ N 00°41'00" E - 30.24'

EXHIBIT "B"
 08-RIV-215-MP15.50-21937 (21937-2)
 TEMPORARY CONSTRUCTION EASEMENT

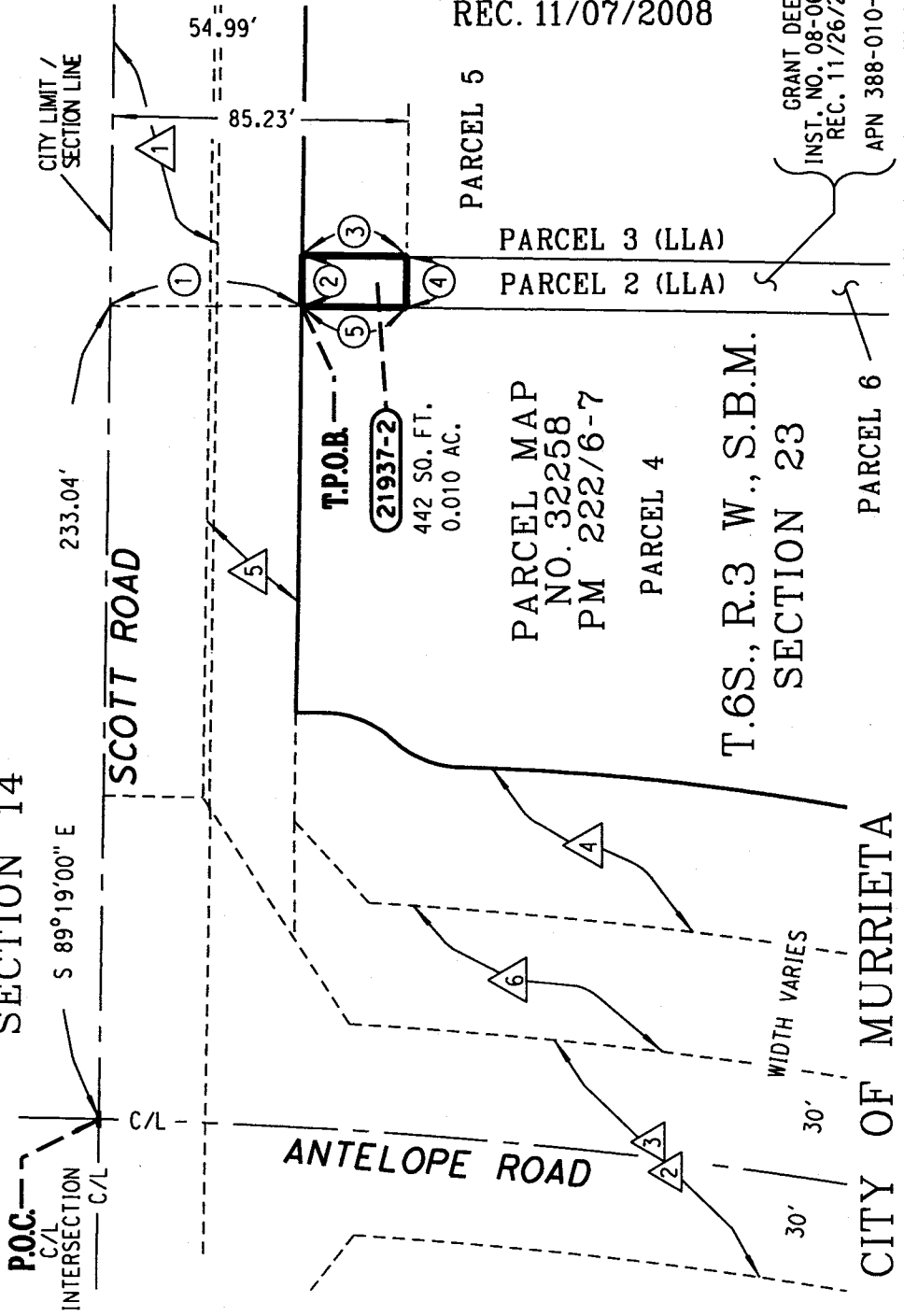
LOT LINE ADJUSTMENT
 NO. 5853
 INST. NO. 2008-0593180
 REC. 11/07/2008

GRANT DEED
 INST. NO. 08-0627652
 REC. 11/26/2008
 APN 388-010-033

RAW INFORMATION:

- ① R/W PER O.R. BK. 1107, PG. 503-505 REC. 09/10/1949
- ② R/W PER INST. 115189 REC. 08/29/1972
- ③ R/W PER INST. 172048, REC. 09/11/1981.
- ④ R/W PER INST. 08-0428500 REC. 08/05/2008
- ⑤ R/W PER PM 20786-88 REC. 08/29/1972
- ⑥ R/W PER PM 222/6-7

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



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

PARCEL MAP
 NO. 32258
 PM 222/6-7
 PARCEL 4

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.

PAR. NO.: 21937-2
 PREPARED BY: GSE
 SCALE: N.T.S.
 DATE: OCTOBER, 2013
 W.O. NO.: B3-0689

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

SHEET 1 OF 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/050815/244TR/17.171

(Space above this line for Recorder's use)

PROJECT: I-215 / Scott Road Interchange Project
PARCELS: 21936-2 & 21936-3
APN: 388-010-034 (portion)

TEMPORARY CONSTRUCTION EASEMENT DEED

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

CONTINENTAL EAST FUND VIII, LLC, a California Limited Liability Company ("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 reconstruction of the two driveways located along Scott Road 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 Murrieta, County of Riverside, State of California, identified as a portion of Assessor's Parcel Number 388-010-034, referenced as Parcel Nos. 21936-2 and 21936-3, described on Attachment "1," attached hereto and made a part hereof.

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

1. **AFFECTED PARCELS:** The temporary construction easement area (TCE Area), used for the reconstruction of the two driveways located along Scott Road and for all purposes necessary to facilitate and accomplish the construction of the Project, referenced as Parcel No. 21936-2 consisting of approximately 0.015 acres or 652 square feet and 21936-3 consisting of approximately 0.027 acres or 1,192 square feet as designated on Attachment 1.

MAR 29 2016

3-22

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 ("Full Settlement Price"). The Full Settlement Price in the amount of \$17,750 (Seventeen Thousand Seven Hundred and Fifty 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"). 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 Seventeen Thousand Seven Hundred and Fifty Dollars (\$17,750) (the "Deposit").

 - b. On or before the date that Escrow is to close ("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 _____ identified as Parcel Numbers 21936-2 and 21936-3 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: March 29, 2016

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

By: John J. Benoit
John J. Benoit, Chairman
Board of Supervisors

GRANTOR:
CONTINENTAL EAST FUND VIII, LLC,
a California Limited Liability Company

By: AK

Name: Al Rattan

Its: manager

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: Kecia Harper-Ihem
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: R. Todd Fraum
R. Todd Fraum
Deputy County Counsel

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Riverside)

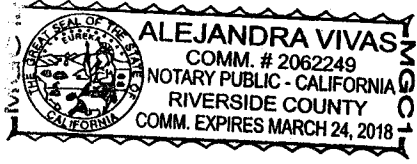
On Nov. 10, 2015, before me, Alejandra Vivas, a Notary Public, Alvin Rattan personally appeared Alvin Rattan, who proved

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 Alejandra Vivas



Place Notary Seal Above

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

THIS IS TO CERTIFY that the temporary interest in real property conveyed by the temporary construction easement deed dated _____, from CONTINENTAL EAST FUND VIII, LLC, a California Limited Liability Company, to the COUNTY OF RIVERSIDE, is hereby accepted by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

COUNTY OF RIVERSIDE
Juan C. Perez, Director of Transportation

By: _____, Deputy

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

1. A portion of Assessor's Parcel Number: 388-010-034 referenced as Parcels 21936-2 and 21936-3.

EXHIBIT "A"
LEGAL DESCRIPTION
SCOTT ROAD (I-215 INTERCHANGE)
TEMPORARY CONSTRUCTION EASEMENT
21936-2

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES LYING WITHIN PARCEL 3 OF LOT LINE ADJUSTMENT NUMBER 5853 RECORDED AUGUST 5, 2008, AS INSTRUMENT NUMBER 2008-0428504, AND RE-RECORDED NOVEMBER 07, 2008, AS INSTRUMENT NUMBER 2008-0593180, BOTH OFFICIAL 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 BY INSTRUMENT NUMBER 172048 RECORDED SEPTEMBER 11, 1981 BOTH OFFICIAL RECORDS OF SAID RECORDER, SAID POINT BEING ON THE NORTH LINE OF SAID SECTION 23 AS SHOWN ON PARCEL MAP NUMBER 32258 ON FILE IN BOOK 222, PAGES 6 AND 7 OF PARCEL MAPS, RECORDS OF SAID RECORDER;

THENCE S 89°19'00" E ALONG SAID CENTERLINE OF SCOTT ROAD AND SAID NORTH LINE OF SECTION 23, A DISTANCE OF 247.64 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 NORTHWESTERLY CORNER OF SAID PARCEL 3 AND THE **TRUE POINT OF BEGINNING**;

THENCE S 89°19'00" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 21.54 FEET;

THENCE S 00°41'00" W, 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 21.54 FEET TO THE WESTERLY LINE OF SAID PARCEL 3;

THENCE N 00°41'00" E ALONG SAID WESTERLY LINE, A DISTANCE OF 30.24 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 652 SQUARE FEET, OR 0.015 ACRES, MORE OR LESS.

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

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____

Edward D. Hunt

DATE: _____

10-30-2013



EXHIBIT "B"

08-RIV-215-MP15.50-21936 (21936-2)
 TEMPORARY CONSTRUCTION EASEMENT

LOT LINE ADJUSTMENT
NO. 5853
INST. NO. 2008-0593180
REC. 11/07/2008

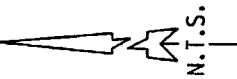
GRANT DEED
 INST. NO. 08-0627652
 REC. 11/26/2008
 APN 388-010-034

LINE DATA

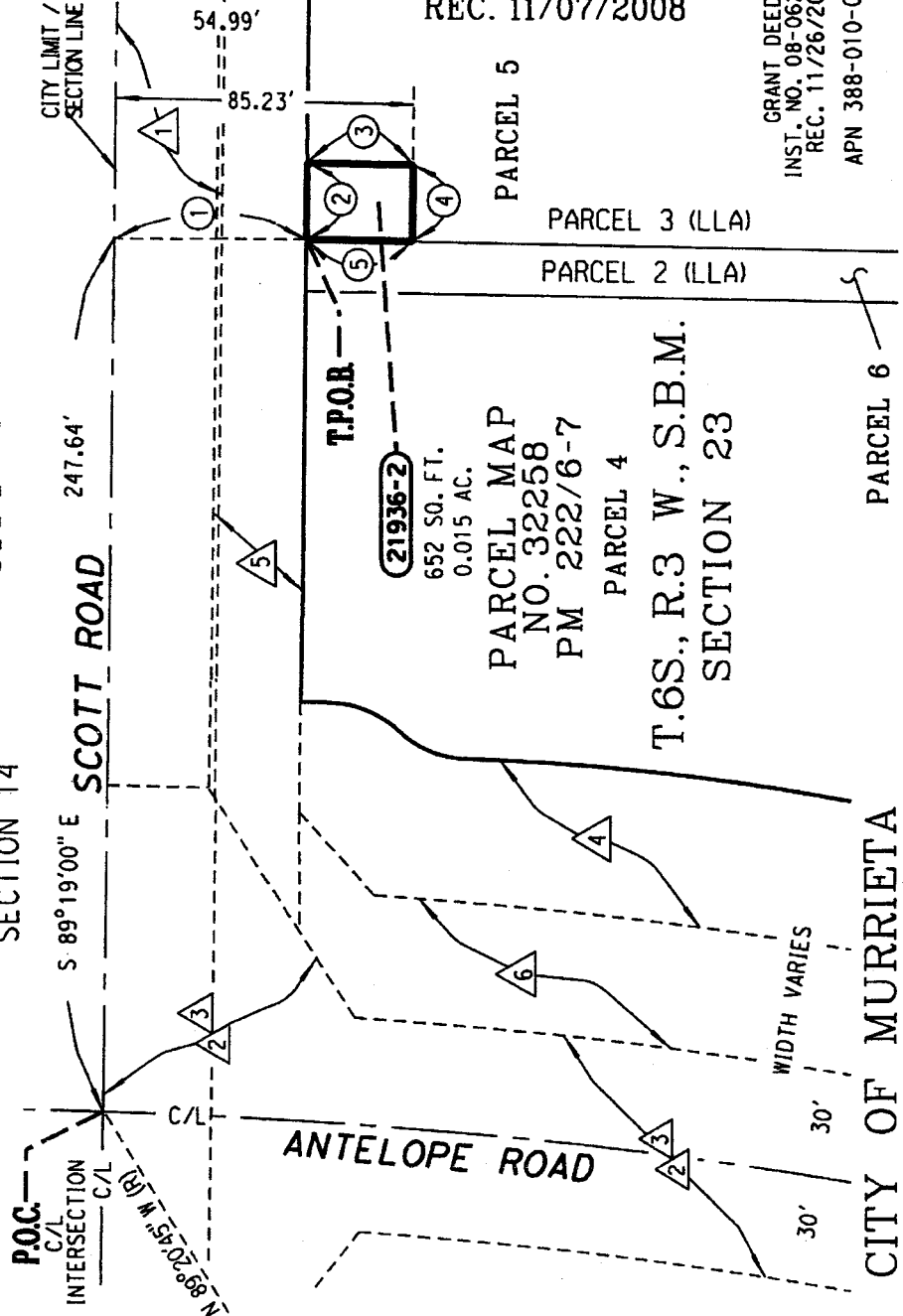
- ① S 00°41'00" W - 54.99'
- ② S 89°19'00" E - 21.54'
- ③ S 00°41'00" W - 30.24'
- ④ N 89°19'00" W - 21.54'
- ⑤ N 00°41'00" E - 30.24'

R/W INFORMATION:

- | | | | |
|---|--|---|--|
| ① | R/W PER
O.R. BK. 1107, PG. 503-505
REC. 09/10/1949 | ④ | R/W PER
INST. 08-0428500
REC. 08/05/2008 |
| ② | R/W PER
INST. 115189
REC. 08/29/1972 | ⑤ | R/W PER
PM 20/86-88 |
| ③ | R/W PER
INST. 172048,
REC. 09/11/1981. | ⑥ | R/W PER
PM 222/6-7 |



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



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.

PAR. NO.:	21936-2
PREPARED BY:	GSE
SCALE:	N.T.S.
DATE:	OCTOBER, 2013
W.O. NO.:	B3-0689
SHEET 1 OF 1	

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

EXHIBIT "A"
LEGAL DESCRIPTION
SCOTT ROAD (I-215 INTERCHANGE)
TEMPORARY CONSTRUCTION EASEMENT
21936-3

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES LYING WITHIN PARCEL 3 OF LOT LINE ADJUSTMENT NUMBER 5853 RECORDED AUGUST 5, 2008, AS INSTRUMENT NUMBER 2008-0428504, AND RE-RECORDED NOVEMBER 07, 2008, AS INSTRUMENT NUMBER 2008-0593180, BOTH OFFICIAL 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 BY INSTRUMENT NUMBER 172048 RECORDED SEPTEMBER 11, 1981 BOTH OFFICIAL RECORDS OF SAID RECORDER, SAID POINT BEING ON THE NORTH LINE OF SAID SECTION 23 AS SHOWN ON PARCEL MAP NUMBER 32258 ON FILE IN BOOK 222, PAGES 6 AND 7 OF PARCEL MAPS, RECORDS OF SAID RECORDER;

THENCE S 89°19'00" E ALONG SAID CENTERLINE OF SCOTT ROAD AND SAID NORTH LINE OF SECTION 23, A DISTANCE OF 471.39 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 3;

THENCE N 89°19'00" W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 10.24 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE S 00°41'00" W, A DISTANCE OF 23.87 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 78.86 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 49.91 FEET;

THENCE N 00°41'00" E, A DISTANCE OF 23.87 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 49.91 FEET TO THE **TRUE POINT OF BEGINNING**;

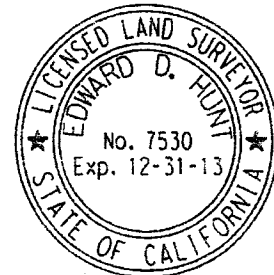
CONTAINING 1,192 SQUARE FEET, OR 0.027 ACRES, MORE OR LESS.

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

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Edward D. Hunt

DATE: 10-30-2013



LINE DATA

- ① S 00°41'00" W 54.99'
- ② N 89°19'00" W 10.24'
- ③ S 00°41'00" W 23.87'
- ④ N 89°19'00" W 49.91'
- ⑤ N 00°41'00" E 23.87'
- ⑥ S 89°19'00" E 49.91'

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

△ = 34°29'29" (Δ = 34°29'37")
R = 1499.8'
T = 465.58'
L = 902.87'
(R = 1500.00')
(T = 465.67')
(L = 903.04')

QUITCLAIM DEED
INST. NO. 98-84940
REC. 03/09/1998

PARCEL 3
INST. 78-71848
REC. 04/14/1978

ANTELOPE ROAD

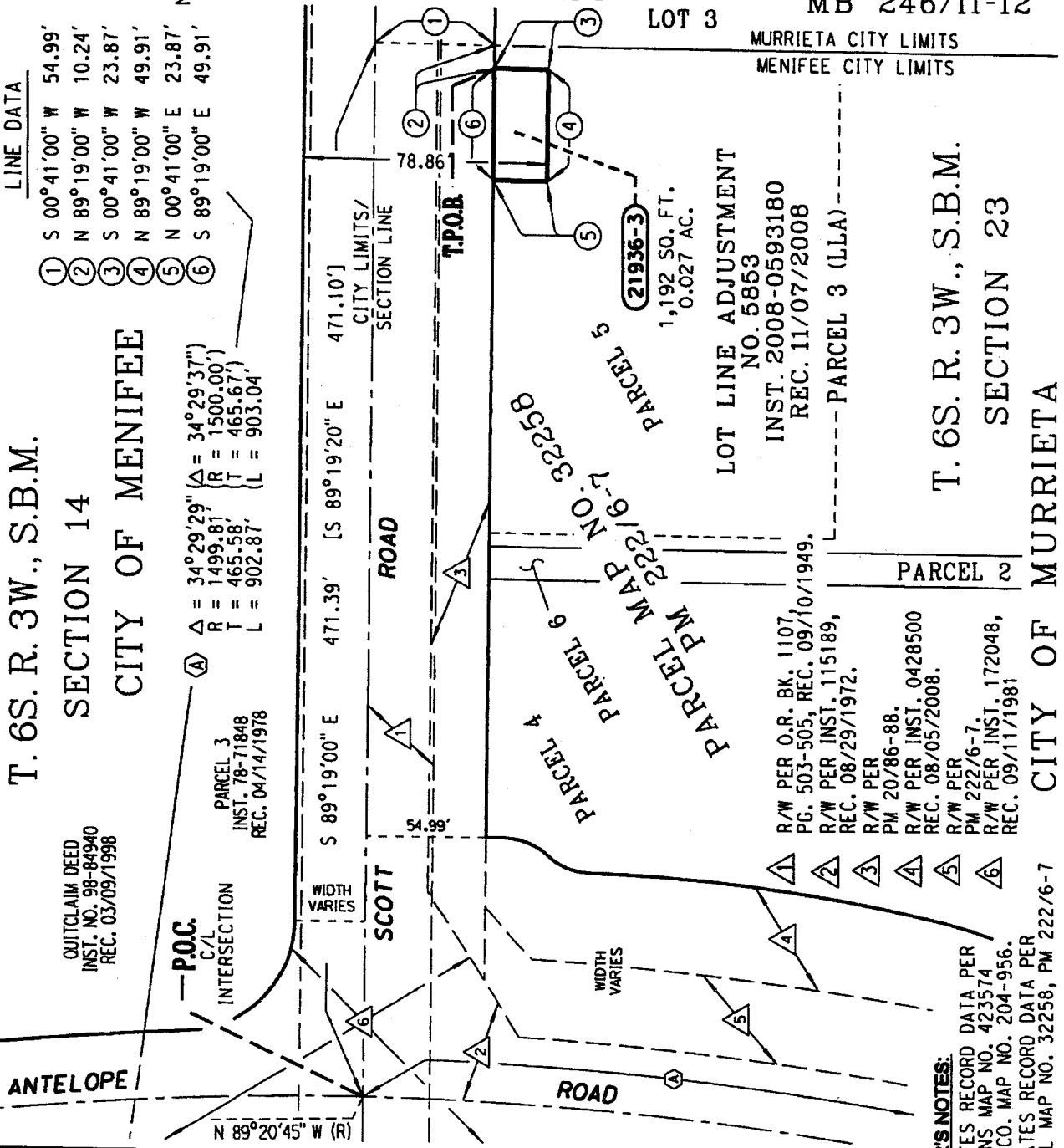
N 89°20'45" W (R)

EXHIBIT "B"
08-RIV-215-MP15.50-21936 (21936-3)
TEMPORARY CONSTRUCTION EASEMENT

MB NO. 27034
MB 246/11-12

LOT 3

MURRIETA CITY LIMITS
MENIFEE CITY LIMITS



LOT LINE ADJUSTMENT
NO. 5853
INST. 2008-0593180
REC. 11/07/2008

PARCEL 5
1,192 SQ. FT.
0.027 AC.

R/W PER O.R. BK. 1107,
PG. 503-505, REC. 09/10/1949.
R/W PER INST. 115189,
REC. 08/29/1972.

R/W PER
PM 20786-88.
R/W PER INST. 0428500
REC. 08/05/2008.
R/W PER
PM 222/6-7.
R/W PER INST. 172048,
REC. 09/11/1981

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

SURVEYOR'S NOTES:
() INDICATES RECORD DATA PER CALTRANS MAP NO. 423574 & RIV. CO. MAP NO. 204-956.
[] INDICATES RECORD DATA PER PARCEL MAP NO. 32258, PM 222/6-7



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.:	21936-3
PREPARED BY:	KNV
SCALE:	N.T.S.
DATE:	OCTOBER, 2013
W.O. NO.:	B3-0689
SHEET 1 OF 1	