

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE: 7/29/16

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

546



FROM: Economic Development Agency and Transportation Department

SUBMITTAL DATE:
 September 13, 2016

SUBJECT: Approval of the Temporary Construction Easement Deed for a Portion of Assessor's Parcel Number 372-110-006 for the Scott Road/Interstate 215 Interchange Project, CEQA Finding of Nothing Further is Required, District 5; [\$113,417] 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 Curci-Turner Company, LLC et. al., for temporary rights in the real property identified as Parcel 21933-3, in favor of the County of Riverside, located within a portion of Assessor's Parcel Number 372-110-006 and authorize the Chairman of the Board to execute this Deed on behalf of the County;

(Continued)

Patricia L. Romo

Patricia L. Romo
 Director of Transportation

Robert Field

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	\$ 113,417	\$ 0	\$ 113,417	\$ 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: 2016/17	

C.E.O. RECOMMENDATION:

APPROVE

BY: *Rohini Dasika*
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: September 13, 2016
 xc: EDA, Transp.

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

Prev. Agn. Ref.: 3-33 of 12/10/13; 3-11 of 10/28/14; 3-12 of 10/20/15;

District: 5

Agenda Number:

3-26

A-30
 4/5 Vote
 Positions Added
 Change Order

Departmental Concurrence

RECOMMENDED MOTION: (Continued)

3. Authorize the County Executive Officer/Economic Development Agency (EDA) or his designee to execute any other documents and administer all actions necessary to complete the transaction;
4. Authorize and allocate the settlement amount of \$103,417 for temporary rights to Parcel 21933-3 located within a portion of Assessor's Parcel Number 372-110-006; and
5. Ratify and authorize reimbursement to EDA-Real Estate (RE) in the amount not-to-exceed \$10,000 for due diligence and staff expenses.

BACKGROUND:

Summary

The County, pursuant to certain cooperative agreements, one with the State of California, acting by and through its California 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/Interstate 215 (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 County of Riverside Transportation Department (Transportation Department) 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 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 Exhibit 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.

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 the temporary construction easement for APN 317-110-006 is 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 easement.

(Continued)

BACKGROUND:
Summary (Continued)

On October 28, 2014 (MO 3-11) the Board of Supervisors approved the Right of Way Acquisition Agreement between the County of Riverside and Curci-Turner Company, LLC, Val Vista Estates, John L. Curci, Janis L. Arendsen, Joyce L. Ukropina, and Scott R. Caldwell (Curci-Turner). The escrow closed on December 19, 2014 and the three Grant Deeds recorded as follows: Grant Deed in favor of the State of California (2014-0486282), Grant Deed in favor of the County of Riverside (2014-0486282) and Grant Deed in favor of the City of Menifee (2014-0486283).

EDA-RE Division has negotiated the settlement of the temporary rights within a portion of Assessor's Parcel Number 372-110-006 from Curci-Turner for a price of \$103,417 for a term not to exceed thirty-six (36) months. Curci-Turner will execute a Temporary Construction Easement Deed in favor of the County of Riverside referenced as Parcel No. 21933-3. There are not-to-exceed costs of \$10,000 associated with this transaction.

The Form 11 and Temporary Construction Easement Deed 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

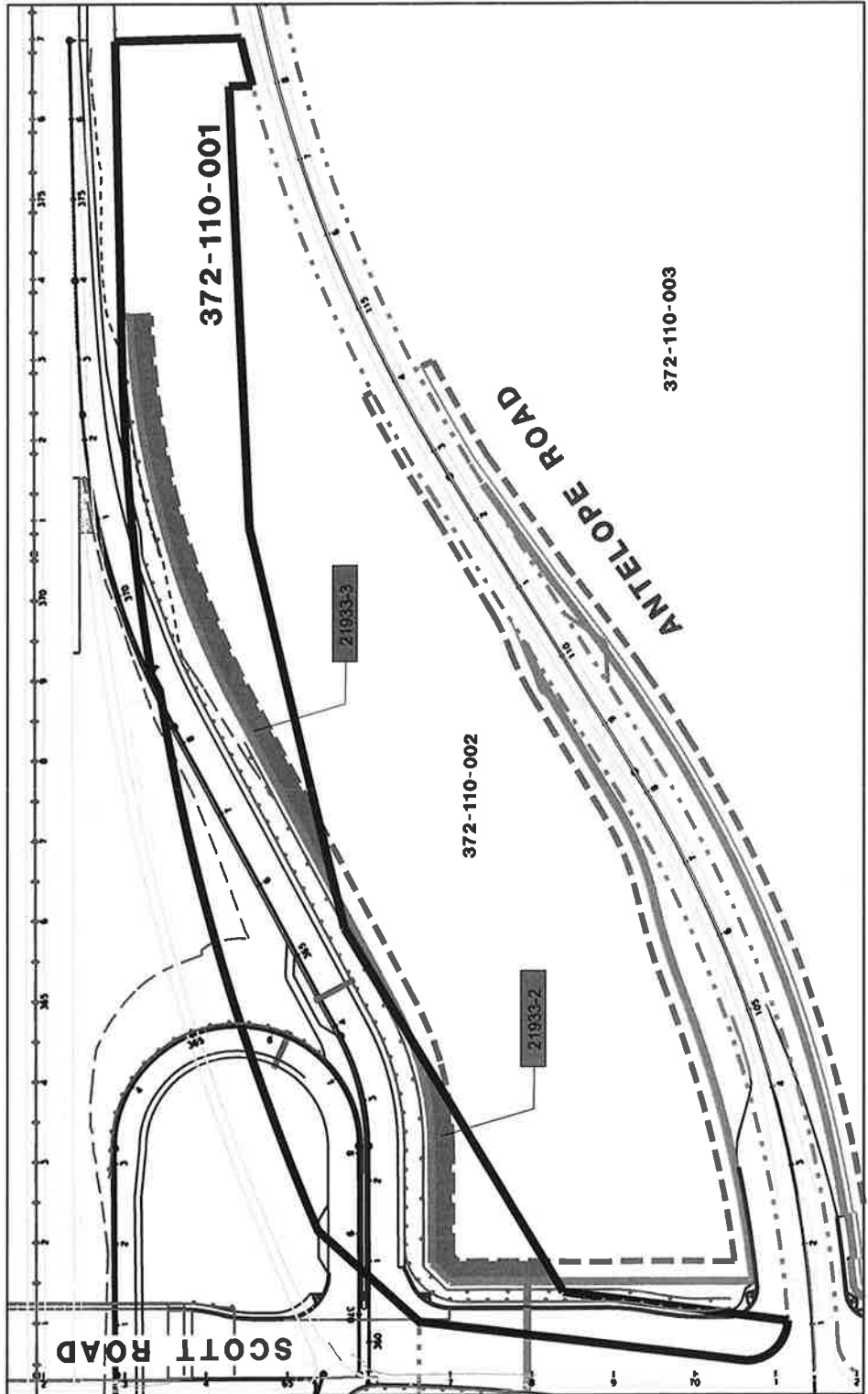
The following summarizes the funding necessary for the temporary access of a portion of APN 372-110-006:

Settlement Price of the Temporary Construction Easement for Parcel 21933-3, located within a portion of APN: 372-110-006	\$103,417
Estimated Title and Escrow Charges	1,000
EDA Real Property Staff Time	9,000
Total Estimated Acquisition Costs (Not-to-Exceed)	\$113,417

These transaction costs included 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 this property 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 and only actual amounts will be charged to the Project.

- ATTACHMENTS:**
Exhibit 1 – Property Map
Temporary Construction Easement Deed – Parcel 21933-3 (1)



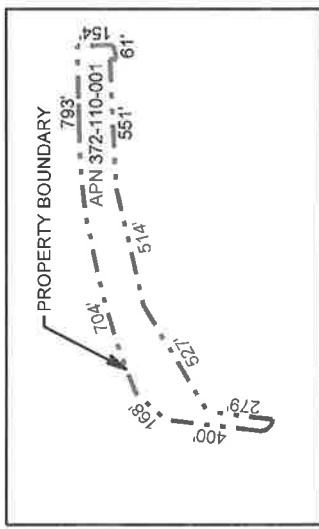
LEGEND:

- EXISTING PARCEL APN 372-110-001
- - - EXISTING RIGHT-OF-WAY/ PROPERTY BOUNDARY
- PROPOSED RIGHT-OF-WAY/ PROPERTY BOUNDARY
- - - PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED ROADWAY
- PROPOSED SLOPE EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT AREA
- - - CUT / FILL

PROPERTY IMPACTS:

VAL VISTA APN 372-110-001 ARENDSEN, Janis; CALDWELL, Scott; UKROPINA, Joyce

AREA TO BE ACQUIRED	
TEMPORARY CONSTRUCTION EASEMENT	26,801 sf (0.615 ac)
Parcel # 21933-2	9,123 sf (0.209 ac)
Parcel # 21933-3	17,678 sf (0.406 ac)



PROPERTY DETAIL
NOT TO SCALE

NO SCALE

DEDOKKEN
ENGINEERING
190 BETTER WORLD CIRCLE
SUITE 120
FREMONT, CA 92580 (951) 505-8895

EXHIBIT 1
I-215/SCOTT ROAD
INTERCHANGE MODIFICATION
JUNE 2016

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)

CO:ra/042216/244TR/18.178

(Space above this line for Recorder's use)

PROJECT: I-215 / Scott Road Interchange Project
PARCELS: 21933-3
APN: 372-110-006 (PORTION)

TEMPORARY CONSTRUCTION EASEMENT DEED

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

CURCI-TURNER COMPANY, LLC, a California limited liability company as to an undivided 1/4th interest; VAL VISTA ESTATES, a California Corporation, as to an undivided 1/4th interest; JOHN L. CURCI, Trustee of the John L. Curci Trust, established December 22, 1993, as to an undivided 1/4th interest; and as to the remaining undivided 1/4th interest as follows: JANIS L. ARENDSSEN, as Trustee of The Janis L. Arendsen Irrevocable Trust dated August 27, 2011, as to an undivided one-third (1/3rd) tenant-in-common interest, JOYCE L. UKROPINA, as Trustee of The Joyce L. Ukropina Irrevocable Trust dated August 27, 2011, as to an undivided one-third (1/3rd) tenant-in-common interest, and SCOTT R. CALDWELL, as Trustee of The Scott R. Caldwell Irrevocable Trust dated August 27, 2011, as to an undivided one-third (1/3rd) tenant-in-common interest ("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 the on-ramp reconfiguration construction 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 372-110-006, referenced as Parcel No. 21933-3, described on Attachment "1," attached hereto and made a part hereof.

SEP 13 2016 3-26

The Effective Date is the date on which this Temporary Construction Easement Deed (hereinafter, the "Deed") is approved and fully executed by County and Grantor as listed on the signature page of this Agreement ("Effective Date").

Other terms of this Deed:

1. AFFECTED PARCELS: The temporary construction easement area (TCE Area), used for the off-ramp reconfiguration construction and construction of the slope easement and for all purposes necessary to facilitate and accomplish the construction of the Project, are referenced as Parcel No. 21933-3 consisting of approximately 0.406 acres or 17,678 square feet as designated on Attachment 1, attached hereto, and made a part hereof.
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 consideration for the TCE Area consists of the rental price amount for the real property interests to be temporarily acquired by the County ("Rental Price"). The Rental Price in the amount of \$103,417 (One Hundred Three Thousand Four Hundred and Seventeen 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. Rental Price: Deposit into Escrow the Rental Price in the amount of One Hundred Three Thousand Four Hundred and Seventeen Dollars (\$103,417) (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 Craig Olsen, 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 6-6-2016 identified as Parcel Number 21933-3 and deliver Deed to Craig Olsen, Real Property Agent for the County or to the Escrow Holder.
5. NOTICE TO GRANTOR: County shall provide a thirty (30) day written notice to Grantor prior to the start of construction The rights herein granted are for Thirty Six (36) months from the Effective Date. At the expiration of the Temporary Construction Easement term, County shall quitclaim its interest in such property to Grantor or Grantor's successor.
6. 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. If County so damages any such property, County will promptly repair and/or restore such property to its prior condition.
7. 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.
8. HOLD HARMLESS: Grantor shall be defended and held harmless from all claims of third persons and costs associated therewith 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 unless caused by the County, its contractors, agents or employees.
9. 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.

10. 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.
11. MODIFICATIONS IN WRITING: This Deed shall not be changed, modified, or amended except upon the written consent of the parties hereto.
12. SUCCESSORS AND ASSIGNS: Grantor, and the County and their respective 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.
13. 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.
14. GOVERNING LAW AND VENUE: This Deed shall be governed by the laws of the State of California. 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.
15. ATTORNEY'S FEES. In the event any action is required by either party to enforce the terms or provisions of this Deed, the prevailing party in such action shall be entitled to recover its court costs and reasonable attorneys' fees.

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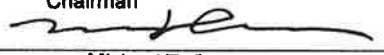
16. COUNTERPART: This Deed may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

Dated: SEP 13 2016

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


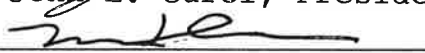
GRANTOR:
CURCI-TURNER COMPANY, LLC, a California
limited liability company as to an undivided 1/4
interest

By: 
John J. Benoit, Chairman
Board of Supervisors

By: 
Thomas H. Purcell
Chairman

Michael T. Curci
President

Val Vista Estates, a California Corporation, as
to an undivided 1/4 interest

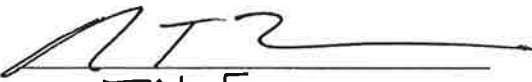
ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
John L. Curci, President

Michael T. Curci, Secretary

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

JOHN L. CURCI, Trustee of the John L. Curci
Trust, established December 22, 1993, as to
an undivided 1/4 interest

By: 
7026 Fresno
Deputy County Counsel

By: 
JOHN L. CURCI, Trustee

And as to the remaining undivided 1/4th
interest as follows:

(SIGNATURES CONTINUED ON NEXT PAGE)

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 ORANGE) ss.**

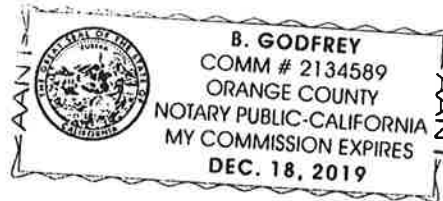
On June 6, 2016 before me, B. GODFREY, NOTARY PUBLIC personally appeared THOMAS H. PURCELL & MICHAEL T. CURCI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same 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.



B. Godfrey, Notary Public
My Commission Expires: December 18, 2019
Notary Registration Number: 2134589
Notary Phone: 949.673.1060
County of Principal Business: Orange



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**STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.**

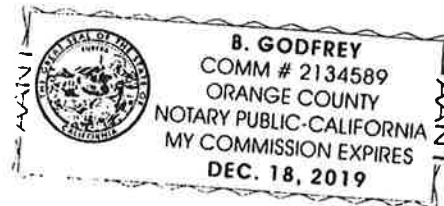
On June 6, 2016 before me, B. GODFREY, NOTARY PUBLIC personally appeared JOHN L. CURCI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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.

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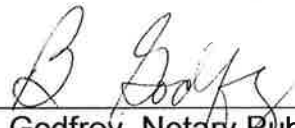
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COUNTY OF ORANGE) ss.

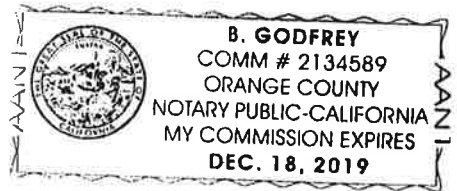
On June 6, 2016 before me, B. GODFREY, NOTARY PUBLIC personally appeared JOHN L. CURCI & MICHAEL T. CURCI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

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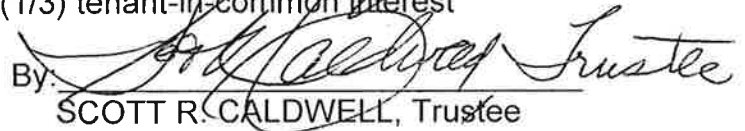
JANIS L. ARENDSSEN, as Trustee of The Janis L. Arendsen Irrevocable Trust dated August 27, 2011, as to an undivided one-third (1/3) tenant-in-common interest

By:  Trustee
JANIS L. ARENDSSEN, Trustee

JOYCE L. UKROPINA, as Trustee of The Joyce L. Ukropina Irrevocable Trust dated August 27, 2011, as to an undivided one-third (1/3) tenant-in-common interest

By:  Trustee
JOYCE L. UKROPINA, Trustee

SCOTT R. CALDWELL, as Trustee of The Scott R. Caldwell Irrevocable Trust dated August 27, 2011, as to an undivided one-third (1/3) tenant-in-common interest

By:  Trustee
SCOTT R. CALDWELL, Trustee

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 ORANGE) ss.

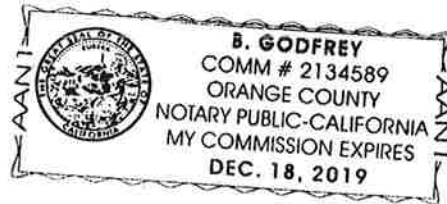
On June 6, 2016 before me, B. Godfrey, NOTARY PUBLIC personally appeared JANIS L. ARENSEN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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.



B. Godfrey, Notary Public
My Commission Expires: December 18, 2019
Notary Registration Number: 2134589
Notary Phone: 949.673.1060
County of Principal Business: Orange



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STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

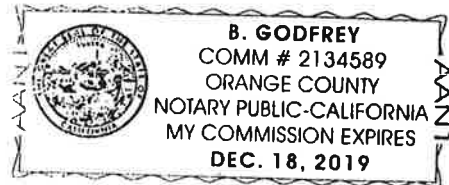
On May 20, 2016 before me, B. Godfrey, **NOTARY PUBLIC** personally appeared JOYCE L. UKROPINA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.



B. Godfrey, Notary Public
My Commission Expires: December 18, 2019
Notary Registration Number: 2134589
Notary Phone: 949.673.1060
County of Principal Business: Orange



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**STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ^{ss.}**

On June 3, 2016 before me, Jonathan Mendoza,
NOTARY PUBLIC personally appeared SCOTT R. CALDWELL, 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.


Notary Public



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

1. A portion of Assessor's Parcel Number: 372-110-006 referenced as Parcel 21933-3.

EXHIBIT "A"
SCOTT ROAD (I-215 INTERCHANGE)
LEGAL DESCRIPTION
21933-3

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES LYING WITHIN THAT CERTAIN PARCEL OF LAND DESCRIBED BY DIRECTOR'S DEED RECORDED AUGUST 9, 1979, AS INSTRUMENT NUMBER 167774, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE SOUTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

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

THENCE LEAVING SAID CENTERLINES N 89°19'00" W ALONG SAID SOUTH LINE OF SECTION 14, A DISTANCE OF 89.91 FEET;

THENCE LEAVING SAID SOUTH LINE AT RIGHT ANGLES, N 00°41'00" E, A DISTANCE OF 55.61 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SCOTT ROAD, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 49.99 FEET AND AN INITIAL RADIAL BEARING OF S 07°31'57" W;

THENCE EASTERLY, NORTHEASTERLY, AND NORTHERLY ALONG SAID RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 98°25'01", AN ARC DISTANCE OF 85.87 FEET TO THE MOST EASTERLY CORNER OF SAID INSTRUMENT NUMBER 167774;

THENCE N 82°24'10" W ALONG THE EASTERLY LINE OF, BEING MORE SPECIFICALLY THE FINAL COURSE OF, SAID INSTRUMENT NUMBER 167774 (DESCRIBED THEREIN AS "SOUTH 82°23'56" EAST 277.55 FEET"), A DISTANCE OF 277.71 FEET TO AN ANGLE POINT IN SAID EASTERLY LINE;

THENCE N 30°30'51" W CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 526.12 FEET TO AN ANGLE POINT THEREIN;

THENCE N 13°05'33" W CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 56.32 FEET TO **THE TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID EASTERLY LINE N 27°18'47" W, A DISTANCE OF 245.65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1,150.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°43'44", AN ARC DISTANCE OF 516.41 FEET;

THENCE N 88°24'57" E ALONG A LINE RADIAL FROM SAID CURVE, A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,125.00 FEET AND AN INITIAL RADIAL BEARING OF N 88°24'57" E;

THENCE SOUTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 25°43'44", AN ARC DISTANCE OF 505.19;

THENCE S 27°18'47" E, A DISTANCE OF 147.00 FEET TO SAID EASTERLY LINE OF INSTRUMENT NUMBER 167774;

EXHIBIT "A"
SCOTT ROAD (I-215 INTERCHANGE)
LEGAL DESCRIPTION
21933-3

THENCE S 13°05'33" E, ALONG SAID EASTERLY LINE, A DISTANCE OF 101.77 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 17,678 SQUARE FEET, OR 0.406 ACRES, MORE OR LESS.

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

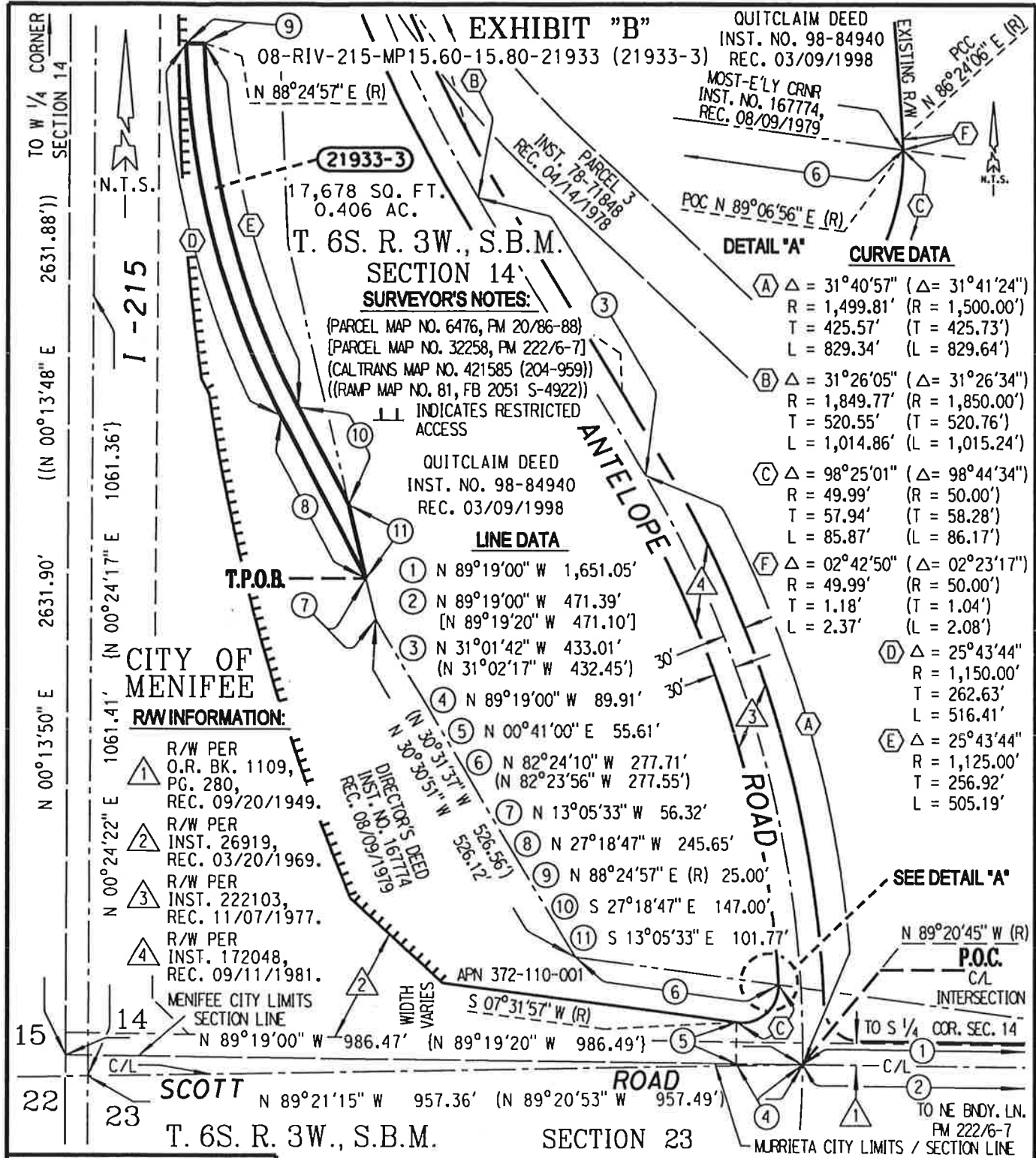
SEE ATTACHED EXHIBIT "B"

APPROVED BY: Edward W. Hunt

DATE: 10-30-2013



EXHIBIT "B"



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

CITY OF MURRIETA



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.: **21933-3**

PREPARED BY: **KNV**

SCALE: **N.T.S.**

DATE: **OCTOBER, 2013**

W.O. NO.: **B3-0689**

SHEET 1 OF 1

**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 6-6-2016, from CURCI-TURNER COMPANY, LLC, a California limited liability company as to an undivided 1/4th interest; VAL VISTA ESTATES, a California Corporation, as to an undivided 1/4th interest; JOHN L. CURCI, Trustee of the John L. Curci Trust, established December 22, 1993, as to an undivided 1/4th interest; and as to the remaining undivided 1/4th interest as follows: JANIS L. ARENDSSEN, as Trustee of The Janis L. Arendsen Irrevocable Trust dated August 27, 2011, as to an undivided one-third (1/3rd) tenant-in-common interest, JOYCE L. UKROPINA, as Trustee of The Joyce L. Ukropina Irrevocable Trust dated August 27, 2011, as to an undivided one-third (1/3rd) tenant-in-common interest, and SCOTT R. CALDWELL, as Trustee of The Scott R. Caldwell Irrevocable Trust dated August 27, 2011, as to an undivided one-third (1/3rd) tenant-in-common interest, 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
Patricia L. Romo, Director of Transportation

By: _____, Deputy