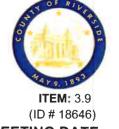
# SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



MEETING DATE: Tuesday, May 17, 2022

**FROM:** FACILITIES MANAGEMENT AND TRANSPORTATION AND LAND MANAGEMENT AGENCY:

**SUBJECT:** FACILITIES MANAGEMENT - REAL ESTATE (FM-RE) AND TRANSPORTATION AND LAND MANAGEMENT AGENCY (TLMA) TRANSPORTATION DEPARTMENT: Adoption of Resolution No. 2022-092, Authorization to Convey Fee Simple Interest in Real Property in the Unincorporated Area of Corona, County of Riverside, California, Located on Temescal Canyon Road and North of Indian Truck Trail by Quitclaim Deed to Speedway Developments, LLC, District 1, CEQA Exempt, [\$11,950, 100% Sale Proceeds] 4/5 vote (Clerk to File Notice of Exemption)

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

1. Find that this conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15312, Surplus Government Property Sales; and Section 15061(b)(3), General Rule or Common Sense exemption;

Continued on page 2

**ACTION:Policy, 4/5 Vote Required** 

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

Nays:

None

Absent: Date:

None

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May 17, 2022

XC:

FM-RE, TLMA, Recorder

Kecia R. Harpe

Clerk of the

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

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

- 2. Adopt Resolution No. 2022-092, Authorization to Convey Fee Simple Interests in Real Property located in the Unincorporated Area of Corona, County of Riverside, which is adjacent to Temescal Canyon Road and northerly of Indian Truck Trail by Quitclaim to Speedway Developments, LLC, a Nevada limited liability company;
- 3. Approve the Agreement of Purchase and Sale and Joint Escrow Instructions between the County of Riverside and Speedway Developments, LLC and authorize the Chair of the Board to execute the Agreement on behalf of the County;
- 4. Authorize the Chair of the Board of Supervisors to execute the Quitclaim Deed to complete the conveyance of real property and this transaction;
- 5. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete the conveyance of real property and this transaction;
- 6. Ratify and authorize a reimbursement to Facilities Management Real Estate Division in an amount not to exceed \$11,950; and
- 7. Direct the Clerk of the Board to file the Notice of Exemption to the County Clerk for posting within five (5) working days of approval of this project.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$11,950	\$0	\$11,950	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Sale Proceeds – 100%			Budget Adjust	ment: No
			For Fiscal Year	r: 2021/22

C.E.O. RECOMMENDATION: Approve

#### **BACKGROUND:**

#### **Summary**

A portion of Temescal Canyon Road was relinquished to the County of Riverside by the State of California on March 12, 1980. A portion of the relinquished Temescal Canyon Road was deemed excess right-of-way and was summarily vacated by Resolution 2022-053, adopted March 1, 2022, agenda item 3.45, as submitted by the Transportation Department (Property).

Under Section 8355 of the California Streets and Highways Code, if the legislative body of a public entity determines that property previously subject to a street, highway, or public service

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

easement, title to which is owned by the public entity, is no longer needed by the public, in the case of property owned by a local agency, the legislative body may sell or exchange the property in the manner, and upon the terms and conditions approved by the legislative body.

On March 29, 2022, the Board adopted Resolution No. 2022-052, Declaration of Exempt Surplus Property and Notice of Intention to Convey Fee Simple Interest in Real Property located in the Unincorporated Area of Corona, identified as an approximate 1.8-acre parcel adjacent to Temescal Canyon Road and northerly of Indian Truck Trail by Quitclaim Deed to Speedway Developments, LLC, a Nevada limited liability company.

Through this action, the County seeks authorization to convey fee simple Interest in the Property located in the unincorporated area of Corona, County of Riverside, west of Temescal Canyon Road and north of Indian Truck Trail by Quitclaim to Speedway Developments, LLC.

The Property was recently appraised by an independent appraiser at a value of one hundred thousand dollars (\$100,000.00). Speedway Developments, LLC has agreed to pay this amount to the County to purchase the Property.

This conveyance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15312, Surplus Government Property Sales; and Section 15061(b)(3), General Rule or "Common Sense" Exemption.

Resolution No. 2022-092, the Agreement of Purchase and Sale and Joint Escrow Instructions, and the Quitclaim Deed have been approved as to form by County Counsel.

#### Impact on Citizens and Businesses

The transfer of this Property will assist Speedway Developments, LLC in their efforts to provide improved service to the citizens and businesses in the Unincorporated Area of Corona.

#### SUPPLEMENTAL:

#### **Additional Fiscal Information**

No net County cost will be incurred, and no budget adjustment is necessary, however the Facilities Management Real Estate Division will incur costs associated with this transaction. Real Estate Division's transactional costs in the approximate amount of \$11,950 will be reimbursed from the proceeds of the sale. The balance of the sales proceeds will be deposited into Sub-Fund 11183.

Sales Price	\$ 100,000
Preliminary Title Report	\$ 500

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

\$ 1,000
\$ 3,950
\$ 1,500
\$ 5,000
\$ 11,950
\$ 88,050
\$ \$ \$

#### **ATTACHMENTS:**

- Resolution 2022-092
- Purchase and Sale Agreement
- Quitclaim Deed
- Notice of Exemption
- Aerial Map

CAO:sc/03162022/378FM/30.703

Meghan Habi, Senior Management Analyst 5/6/2022

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**Board of Supervisors** 

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County of Riverside

#### Resolution No. 2022-092

Authorization to Convey Fee Simple Interest in Real Property in the Unincorporated Area of Corona, County of Riverside, California,

by Quitclaim Deed to Speedway Developments, LLC

WHEREAS, a segment of Temescal Canyon Road was relinquished to the County of Riverside (County) by the State of California on March 12, 1980 and a portion consisting of 1.838 acres of vacant land of Temescal Canyon Road was deemed excess right-of-way (Property);

WHEREAS, the County of Riverside deems the Property an uneconomical remnant and not required for County's use;

WHEREAS, the land was summarily vacated by the County on March 1, 2022;

WHEREAS, the County of Riverside desires to transfer the Property to Speedway Developments, LLC, a Nevada limited liability company for the consideration of \$100,000.00 (One-Hundred Thousand Dollars);

WHEREAS, Speedway Developments, LLC is the owner of the adjacent properties, identified as Assessor's Parcel Numbers 290-130-005, 290-130-087, and 290-130-088;

WHEREAS, Speedway Developments, LLC and the County of Riverside concur that it would be in both parties' best interest to transfer ownership of the Property to the Speedway Developments, LLC;

WHEREAS, pursuant to Section 8355 of the Streets and Highways Code, the Board of Supervisors has the legal authority to convey the land to the abutting property owner;

WHEREAS, pursuant to California Government Code Section 54221(f)(1)(E), surplus land that is a former street, right of way, or easement, and is conveyed to an

owner of an adjacent property, is exempt from the requirements of the Surplus Land Act;

WHEREAS, on March 29, 2022, the Board of Supervisors declared the Property to be exempt surplus land pursuant to California Government Code Section 54221(f)(1)(E) and provided notice of intention to convey the Property to Speedway Developments, LLC; and

WHEREAS, the County has reviewed and determined that the purchase of the Property is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15312, Surplus Government Property Sales; and Section 15061(b)(3), General Rule or "Common Sense" Exemption: now, therefore,

BE IT RESOLVED, DETERMINED AND ORDERED by a four-fifths vote of the Board of Supervisors of the County of Riverside ("Board"), in regular session assembled on May 10, 2022, at 9:30 a.m. or soon thereafter, in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, based upon a review of the evidence and information presented on the matter, as it relates to this acquisition, this Board:

- 1. Has determined that the proposed acquisition project is categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15312, Surplus Government Property Sales; and Section 15061(b)(3), General Rule or "Common Sense" Exemption; and
- 2. Authorizes the conveyance to Speedway Developments, LLC the following described real property: Certain real property located in the Unincorporated Area of Corona, State of California, identified as a parcel of vacant land that is west of Temescal Canyon Road and north of Indian Truck Trail by Quitclaim Deed, as more particularly described in Exhibit "A" and Exhibit "B", attached hereto and thereby made a part hereof.

BE IT RESOLVED, DETERMINED AND ORDERED that this Board hereby

approves the Purchase and Sale Agreement between the County of Riverside and the Speedway Developments, LLC, a Nevada limited liability company ("Agreement") and authorizes the Chair of the Board of Supervisors of the County of Riverside to execute the Agreement on behalf of the County.

BE IT FURTHER RESOLVED. DETERMINED AND ORDERED that the Chair of the Board of Supervisors of the County of Riverside is authorized to execute the Quitclaim Deed.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Director of Facilities Management or designee, is authorized to execute any other documents and administer all actions necessary to complete the conveyance of real property.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board to submit the Notice of Exemption to the County Clerk for posting within five days of approval of this project.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board of Supervisors has given notice hereof pursuant to California Government Code Section 6063.

ROLL CALL:

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

Nays:

None None

Absent:

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

Kecia R. Harper, Clerk of said Board

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CAO:sc/04132022/378FM/30.703

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#### LEGAL DESCRIPTION

THOSE PORTIONS OF RELINQUISHED HIGHWAY RIGHT OF WAY NOW KNOWN AS TEMESCAL CANYON ROAD RELINQUISHED TO THE COUNTY OF RIVERSIDE BY RELINQUISHMENT RECORDED MARCH 12, 1980 AS INSTRUMENT NO. 1980-48062 OF OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WITHIN SECTION 12, TOWNSHIP 5 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, LYING SOUTHERLY OF THE NORTHERLY LINE OF SAID SECTION 12 AND SOUTHWESTERLY OF THE LINE THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### **PARCEL 1**

**COMMENCING** AT THE NORTHEAST CORNER OF SAID SECTION 12;

THENCE NORTH 89°09'53" WEST ALONG THE NORTH LINE OF SAID SECTION 12, 1891.53 FEET TO A POINT ON A LINE PARALLEL WITH AND 64.00 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE CONSTRUCTION CENTERLINE OF TEMESCAL CANYON ROAD AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 149, PAGES 4 THROUGH 6, INCLUSIVE, OF OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAID POINT BEING THE TRUE POINT OF BEGINNING OF PARCEL 1:

THENCE LEAVING THE NORTH LINE OF SAID SECTION 12 SOUTH 29°38'55" EAST ALONG SAID PARALLEL LINE, 47.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, CONCENTRIC WITH AND 64.00 FEET SOUTHWESTERLY AS MEASURED RADIALLY TO SAID CONSTRUCTION CENTERLINE OF TEMESCAL CANYON ROAD HAVING A RADIUS OF 2464.00 FEET:

THENCE SOUTHEASTERLY ALONG SAID CURVE 70.94 FEET THROUGH A CENTRAL ANGLE OF 01°38'59" TO THE BEGINNING OF A LINE PARALLEL WITH AND 64.00 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CONSTRUCTION CENTERLINE OF TEMESCAL CANYON ROAD:

THENCE SOUTH 31°17'53" EAST ALONG SAID PARALLEL LINE, 1329.12 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY LINE OF PARCEL "A" OF LOT LINE ADJUSTMENT NO. 4310 APPROVED BY RIVERSIDE COUNTY PLANNING DEPARTMENT ON DECEMBER 26, 2000 AND RECORDED JUNE 27, 2003 AS INSTRUMENT NO. 2003-476505 AND DEED RECORDED FEBRUARY 20, 2001 AS INSTRUMENT NO. 2001-066502 OF OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAID POINT BEING THE POINT OF TERMINATION OF PARCEL 1, SAID POINT HEREINAFTER REFERRED TO AS POINT "A";

CONTAINING; 79,842 SQ./FT. (1.833 ACRES) MORE OR LESS.

PRERARED BY: K&A ENGINEERING

357 N. SHERIDAN ST.

CORONA, CA 92880

APN: 290-130-005. 290-130-053 & 290-130-085 DATE EXHIBIT PREPARED: 11/17/2021

1 OF 2

#### **LEGAL DESCRIPTION**

THOSE PORTIONS OF RELINQUISHED HIGHWAY RIGHT OF WAY NOW KNOWN AS TEMESCAL CANYON ROAD RELINQUISHED TO THE COUNTY OF RIVERSIDE BY RELINQUISHMENT RECORDED MARCH 12, 1980 AS INSTRUMENT NO. 1980-48062 OF OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WITHIN SECTION 12, TOWNSHIP 5 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, LYING SOUTHWESTERLY OF THE LINE THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### PARCEL 2

#### **COMMENCING** AT AFOREMENTIONED **POINT "A"**:

THENCE SOUTH 31°17'53" EAST PARALLEL WITH AND 64.00 FEET SOUTHWESTERLY OF SAID CONSTRUCTION CENTERLINE OF TEMESCAL CANYON ROAD ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF TEMESCAL CANYON ROAD AS DESCRIBED BY DOCUMENT NO. 2020-0260210, RECORDED JUNE 17, 2020 OF OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, 660.54 FEET TO A POINT OF INTERSECTION WITH SAID NORTHEASTERLY LINE OF PARCEL "A" AND THE TRUE POINT OF BEGINNING OF PARCEL 2;

**THENCE** LEAVING AND CONTINUING SOUTH 31°17'53" EAST PARALLEL WITH SAID CONSTRUCTION CENTERLINE OF TEMESCAL CANYON ROAD, 53.63 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1836.00 FEET, SAID CURVE BEING 64.00 FEET SOUTHWESTERLY OF AND CONCENTRIC WITH AS MEASURED RADIALLY TO SAID CONSTRUCTION CENTERLINE OF TEMESCAL CANYON ROAD;

THENCE SOUTHEASTERLY ALONG SAID CURVE 132.79 FEET THROUGH A CENTRAL ANGLE OF 04°08'38" CONCENTRIC WITH SAID CONSTRUCTION CENTERLINE OF TEMESCAL CANYON ROAD TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF PARCEL "1" OF LOT LINE ADJUSTMENT NO. 05568 RECORDED MAY 30, 2017 AS INSTRUMENT NO. 2017-0214134 AND DEED RECORDED JUNE 21, 2017 AS INSTRUMENT NO. 2017-0249211 OF OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAID POINT OF INTERSECTION ALSO BEING THE MOST NORTHERLY CORNER OF PARCEL 2 OF SAID DOCUMENT NO. 2020-0260210 AND SAID POINT BEING THE POINT OF TERMINATION OF PARCEL 2:

CONTAINING; 235 SQ./FT. (0.005 ACRES) MORE OR LESS.

EXHIBIT "B": ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO: COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHT OF WAY AND EASEMENTS OF RECORD IF ANY.

ROBERT SCIPOBLUME

P.L.S. NO.: 9154

REG. EXP.: 3/31/2023

PRERARED BY: K&A ENGINEERING

357 N. SHERIDAN ST.

**CORONA, CA 92880** 

SCIPIO SUPLEMENTO SUPL

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.

2022-01-06

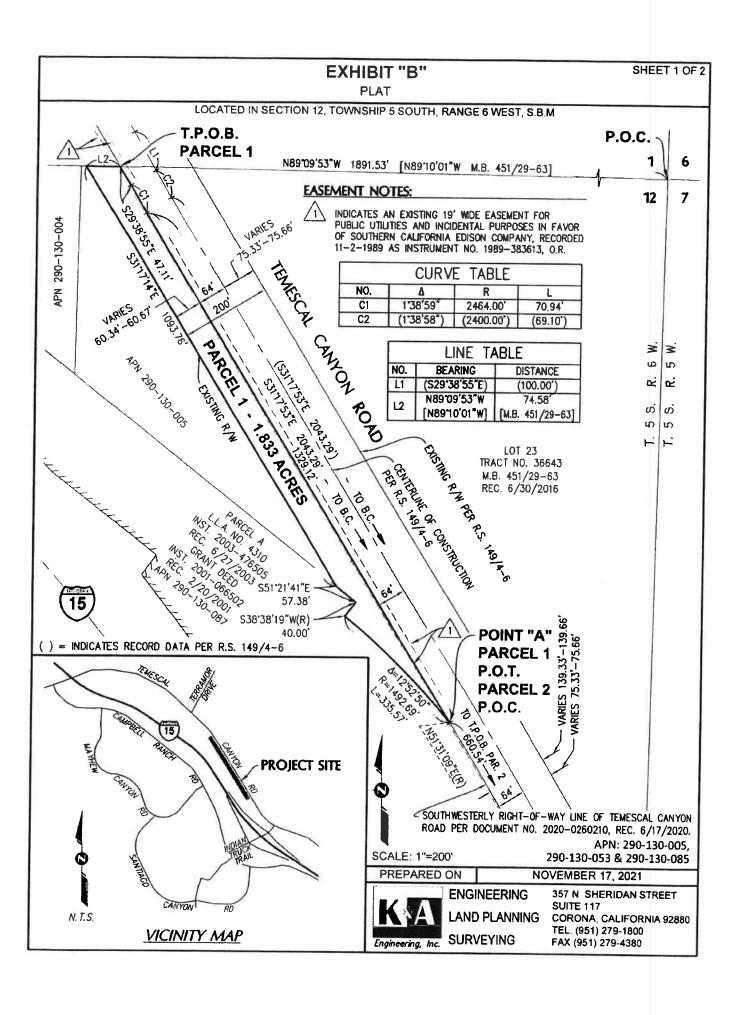
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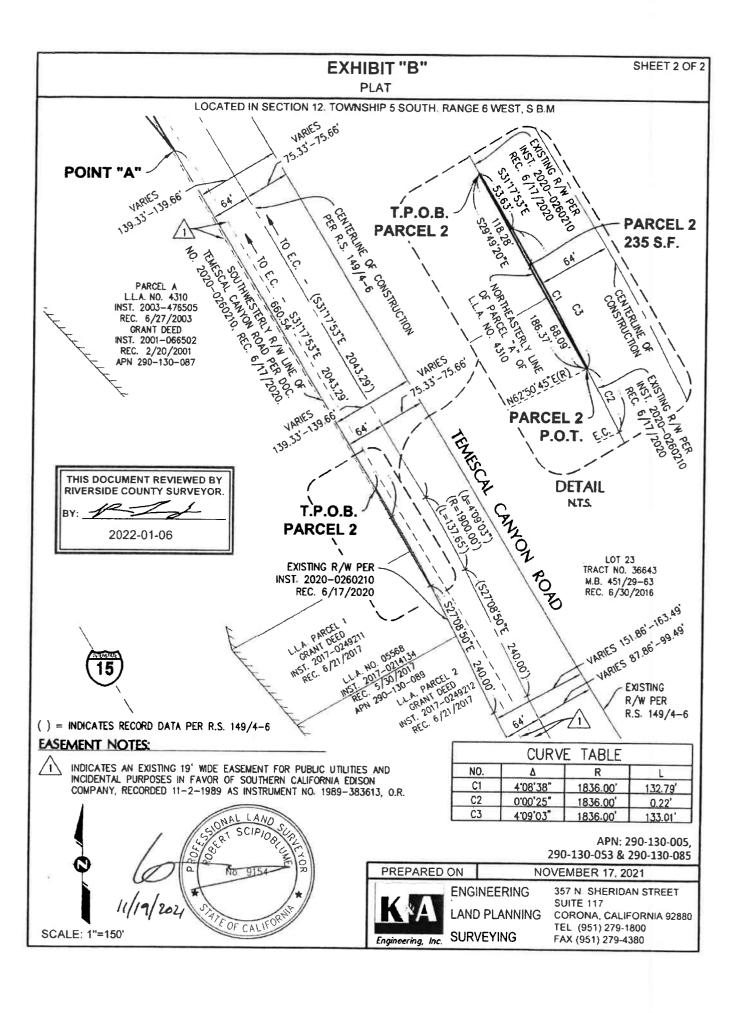
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APN: 290-130-005, 290-130-053 & 290-130-085

DATE EXHIBIT PREPARED: 11/17/2021

2 OF 2





#### **PURCHASE AND SALE AGREEMENT**

BY AND BETWEEN
THE COUNTY OF RIVERSIDE
AND
SPEEDWAY DEVELOPMENTS, LLC

This PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective on MAY 17 2022 ("Effective Date") by and between The County of Riverside, a political subdivision of the State of California ("COUNTY"), and SPEEDWAY DEVELOPMENTS, LLC, a Nevada limited liability company ("Developer"). COUNTY and Developer may sometimes hereinafter collectively be referred to as the "Parties".

#### RECITALS

WHEREAS, COUNTY is the owner of road right of way consisting of 1.833 acres of vacant land, immediately east of Assessor's Parcel Numbers 290-130-005, 290-130-087, and 290-130-088 (as more particularly described in Exhibit "A", and depicted in Exhibit "B", attached hereto and made apart hereof, located in the unincorporated area of Corona, State of California ("Property");

WHEREAS, COUNTY desires to sell the Property to Developer and the Developer desires to purchase the Property from COUNTY so they may integrate it into their development;

WHEREAS, Under Section 8355 of the California Streets and Highways Code, if the legislative body of a public entity determines that property previously subject to a street, highway, or public service easement, title to which is owned by the public entity, is no longer needed by the public, in the case of property owned by a local agency, the legislative body may sell or exchange the property in the manner, and upon the terms and conditions approved by the legislative body;

WHEREAS, COUNTY and Developer desire to enter into this Agreement to provide the terms and conditions for the conveyance of the Property; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

#### **AGREEMENT**

1. **Purchase and Sale of Property.** Within sixty (60) days of full execution of this Agreement, COUNTY agrees to sell the Property to Developer for the fee title to the Property substantially in the form of Quitclaim Deed ("Deed"), attached as Exhibit "C" and by this reference incorporated herein, for the consideration described herein. The transfer of Property shall be consummated pursuant to the terms and conditions of this



#### Agreement.

2. **Purchase Price.** The Purchase Price of One Hundred Thousand Dollars (\$100,000).

#### 3. Property Transferred in "AS-IS" Condition.

- 3.1 Developer acknowledges that the Property is being transferred in "as-is" condition, as of the date of this Agreement, without warranty, and that COUNTY is not responsible for making corrections or repairs of any nature. Developer further acknowledges that COUNTY has made no representations or warranties regarding the Property, including, but not limited to:
  - A. Property lines and boundaries;
  - B. Square footage, and lot size;
  - C. Type, size, adequacy, capacity, and condition of sewer systems and components;
  - D. Possible absence of required governmental permits, inspections, certificates, or other determinations affecting the Property; limitations, restrictions, and requirements affecting the use of the Property, future development, zoning, building, and size;
  - E. Governmental restrictions which may limit the amount of rent that can lawfully be charged and/or the maximum number of persons who can lawfully occupy the Property;
  - F. Water and utility availability and use restrictions;
  - G. Potential environmental hazards, including asbestos, formaldehyde, radon, methane, other gases, lead-based paint, other lead contamination, fuel or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions;
  - H. Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, proximity to commercial, industrial, or agricultural activities, crime statistics, fire protection, other governmental services, existing and proposed transportation, construction, and development which may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, or other nuisances, hazards, or circumstances;
  - Geologic/seismic conditions, soil and terrain stability, suitability, and drainage; and
  - J. Conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of Developer.

- 3.2 Developer represents and warrants to COUNTY that Developer and/or Developer's representatives and employees have made their own independent inspections, investigations, tests, surveys, and other studies of the Property and agrees to accept the Property in "as-is" condition.
- 4. **Closing Date.** This transaction shall close when the Parties have timely performed their respective obligations within thirty days (30) following the full approval and execution of this Agreement ("Closing Date").
- 5. **COUNTY's Obligations and Conditions Precedent to Close of this Transaction.** For the benefit of the Developer, the close of this transaction shall be conditioned upon the timely performance by COUNTY of all obligations required of COUNTY by the terms of this Agreement.
- 6. **Developer's Obligations and Conditions Precedent to Close of this Transaction**. For the benefit of COUNTY, the close of this transaction shall be conditioned upon the timely performance by Developer of all obligations required of Developer by the terms of this Agreement.
- 7. **Mutual Obligations.** The terms and conditions of this Agreement are part of the consideration and are material to the transfer of this Property. The Parties shall be due the benefit of the consideration and rights created herein until such time full performance of the obligations is complete.
- 8. **Cooperation.** The Parties agree to cooperate with each other in the implementation of this Agreement and perform any and all acts necessary to carry out the intent of the transfer. Without limiting the foregoing, the Parties agree to provide necessary approvals, and execute, acknowledge, and deliver any and all additional papers, documents and other assurances as may be necessary to carry out the intent of the Agreement. The Parties intend that execution and delivery of the Deed by COUNTY to Developer will occur within the time described in Section 1 of this Agreement and after the Parties have performed all the necessary activities to proceed with the conveyance and have obtained authorization from its respective governing bodies.
- 9. **Notice.** Any notice to be given or other document(s) to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

If to the COUNTY:
County of Riverside, Facilities Management
Deputy Director of RE
3403 10<sup>th</sup> Street Suite 400
Riverside, CA 92501
951-955-4820

If to Developer:
Speedway Developments, LLC
Attn: Thomas A. Chavez
15350 Fairfield Ranch Road, # K
Chino Hills, CA 91709
909-393-2000

- 10. **Conflict of Interest.** No member, official or employee of the COUNTY shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.
- 11. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole interests and benefit of the Parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.
- 12. **Assignment.** This Agreement shall not be assigned by either Party, either in whole or in part, without the prior written consent of the non-assigning Party. Any assignment or purported assignment of this Agreement without the prior written consent of the non-assigning Party will be deemed void and of no force or effect.
- 13. **Governing Law and Jurisdiction.** The Parties agree that in the exercise of this Agreement, the Parties shall comply with all applicable federal, state, county and local laws, and regulations in connection with this transaction. The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions shall be determined in accordance with 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 provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
- 14. **Paragraph Titles.** The paragraph titles of this Agreement are (i) inserted only for the convenience of the Parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the Agreement to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this Agreement or in any way affect the agreement of the Parties set out in this Agreement.
- 15. **Ambiguities**. Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.
- 16. **Entire Agreement.** This Agreement embodies the entire agreement between the Parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the Parties at the time of execution of this Agreement. This Agreement may only be modified or amended by the mutual consent of the Parties in writing.

- 17. **Authority to Execute.** The individuals executing this Agreement and the instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective Parties to the terms and conditions hereof and thereof.
- 18. **Counterparts.** The Parties may execute duplicate originals (counterparts) of the Agreement or any other documents that they are required to sign or furnish pursuant to the Agreement.
- 19. **Survival**. The rights and obligations created in this Agreement shall survive the consummation of transfer of the Property until full performance of the respective obligations under this Agreement have been performed by the parties.

[Signature Provisions on Following Page]

20. This Agreement will be null and void if not duly approved and executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first written above.

COUNTY:

**DEVELOPER:** 

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

SPEEDWAY DEVELOPMENTS, LLC, a Nevada limited liability company

By: \_

Jeff Hewitt, Chair Board of Supervisors By:

Thomas A. Chavez Vice President

ATTEST:

CLERK OF THE BOARD

Kecia R. Harper

By:

Deputy

RECOMMENDED FOR APPROVAL:

Bv:

Mark Lancaster

**Director of Transportation** 

APPROVED AS TO FORM:

←Gregory P. Priamos County Counsel

By:

Ryan Yabko /

**Deputy County Counsel** 

CAO:ar/03042022/378FM/30.611

#### Exhibits A and B

#### LEGAL DESCRIPTION OF PROPERTY

#### LEGAL DESCRIPTION

THOSE PORTIONS OF RELINQUISHED HIGHWAY RIGHT OF WAY NOW KNOWN AS TEMESCAL CANYON ROAD RELINQUISHED TO THE COUNTY OF RIVERSIDE BY RELINQUISHMENT RECORDED MARCH 12, 1980 AS INSTRUMENT NO. 1980-48062 OF OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WITHIN SECTION 12, TOWNSHIP 5 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, LYING SOUTHERLY OF THE NORTHERLY LINE OF SAID SECTION 12 AND SOUTHWESTERLY OF THE LINE THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### **PARCEL 1**

**COMMENCING** AT THE NORTHEAST CORNER OF SAID SECTION 12;

**THENCE** NORTH 89°09'53" WEST ALONG THE NORTH LINE OF SAID SECTION 12, 1891.53 FEET TO A POINT ON A LINE PARALLEL WITH AND 64.00 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE CONSTRUCTION CENTERLINE OF TEMESCAL CANYON ROAD AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 149, PAGES 4 THROUGH 6, INCLUSIVE, OF OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAID POINT BEING THE **TRUE POINT OF BEGINNING OF PARCEL 1**;

**THENCE** LEAVING THE NORTH LINE OF SAID SECTION 12 SOUTH 29°38'55" EAST ALONG SAID PARALLEL LINE, 47.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, CONCENTRIC WITH AND 64.00 FEET SOUTHWESTERLY AS MEASURED RADIALLY TO SAID CONSTRUCTION CENTERLINE OF TEMESCAL CANYON ROAD HAVING A RADIUS OF 2464.00 FEET;

**THENCE** SOUTHEASTERLY ALONG SAID CURVE 70.94 FEET THROUGH A CENTRAL ANGLE OF 01°38'59" TO THE BEGINNING OF A LINE PARALLEL WITH AND 64.00 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CONSTRUCTION CENTERLINE OF TEMESCAL CANYON ROAD;

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CONTAINING; 79,842 SQ./FT. (1.833 ACRES) MORE OR LESS.

PRERARED BY: K&A ENGINEERING

357 N. SHERIDAN ST, CORONA, CA 92880

1 OF 2

APN: 290-130-005, 290-130-053 & 290-130-085 DATE EXHIBIT PREPARED: 11/17/2021

#### LEGAL DESCRIPTION

THOSE PORTIONS OF RELINQUISHED HIGHWAY RIGHT OF WAY NOW KNOWN AS TEMESCAL CANYON ROAD RELINQUISHED TO THE COUNTY OF RIVERSIDE BY RELINQUISHMENT RECORDED MARCH 12, 1980 AS INSTRUMENT NO. 1980-48062 OF OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WITHIN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WITHIN SECTION 12, TOWNSHIP 5 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, LYING SOUTHWESTERLY OF THE LINE THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### PARCEL 2

#### **COMMENCING AT AFOREMENTIONED POINT "A"**;

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CONTAINING; 235 SQ./FT. (0.005 ACRES) MORE OR LESS.

EXHIBIT "B": ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO: COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHT OF WAY AND EASEMENTS OF

RECORD IF ANY.

ROBERT SCIPOBLUME P.L.S. NO.: 9154

REG. EXP.: 3/31/2023

11/19/2021

2 OF 2

PRERARED BY: K&A ENGINEERING

357 N. SHERIDAN ST.

**CORONA, CA 92880** 

APN: 290-130-005, 290-130-053 & 290-130-085

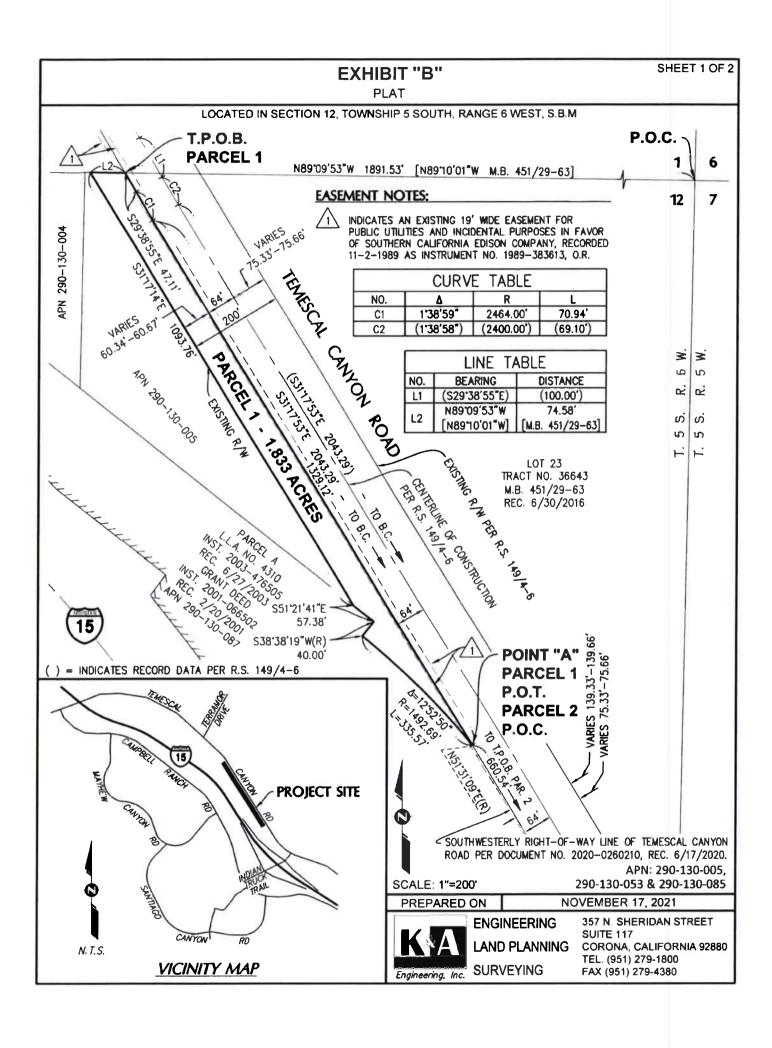
THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.

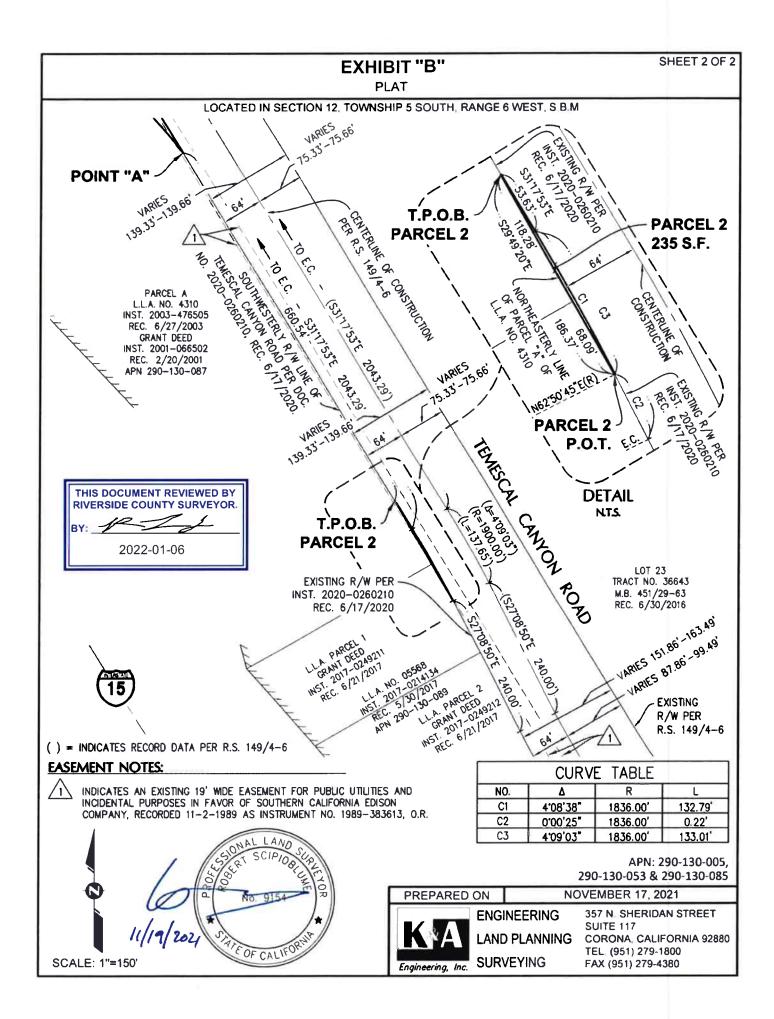
2022-01-06

DATE EXHIBIT PREPARED: 11/17/2021

No. 9154

E OF CALL





Recorded at request of and return to: Speedway Development 15350 Fairfield Ranch Road, Suite K Chino Hills, CA 91709

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

Space above this line reserved for Recorder's Use

Project: Speedway Development

## QUITCLAIM DEED

For good and valuable consideration, the receipt and adequacy of which are acknowledged,

COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("GRANTOR")

does hereby remise, release and forever quitclaim to SPEEDWAY DEVELOPMENTS, LLC, A NEVADA LIMITED LIABILITY COMPANY, ("GRANTEE") all right, title, and interest Grantor has in the real property located in Riverside County, California, described in Exhibit "A" and shown on Exhibit "B" and incorporated by reference.

Grantee shall not discriminate against, or segregate, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the subsequent sales, leases, subleases, transfers, uses, occupancy, tenure, or enjoyment of the real property conveyed hereunder ("Property"). Grantee, or any person claiming under or through Grantee, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or, occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. If Grantee violates any of the covenants and restrictions set forth herein, Grantor shall have the right, but not the obligation, to retake ownership of the Property, and may exercise its right of reversion by sending a written notice of exercise ("Exercise Notice") to Grantee. Grantee shall then transfer the Property back to Grantor in its then current condition, as-is, within thirty (30) days of Grantee's receipt of the Exercise Notice.

[Signature Provisions on Following Page]

Project: Speedway Development

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

ATTEST: CLERK OF THE BOARD Kecia R. Harper

By: \_\_\_\_\_\_ Deputy

APPROVED AS TO FORM: County Counsel

Ryan Yabko Deputy County Counsel

CAO:sc/03162022/378FM/30,704

By:

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#### PARCEL 1

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PRERARED BY:: K&A ENGINEERING

357 N. SHERIDAN ST.

CORONA, CA 92880 1 OF 2

APN: 290-130-005,

290-130-053 & 290-130-085

DATE EXHIBIT PREPARED: 11/17/2021

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11/19/2021

2 OF 2

ROBERT SCIPOBLUME

P.L.S. NO.: 9154 REG. EXP.: 3/31/2023

PRERARED BY: **K&A ENGINEERING** 

357 N. SHERIDAN ST.

CORONA, CA 92880

OF CALL

APN: 290-130-005.

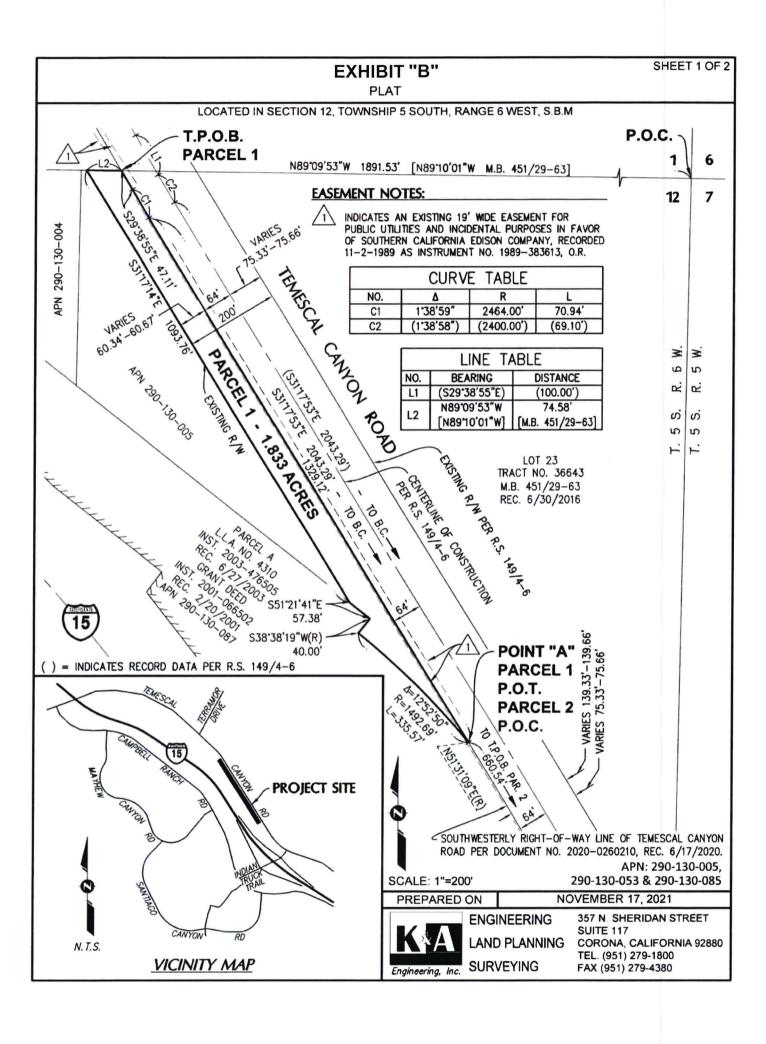
290-130-053 & 290-130-085

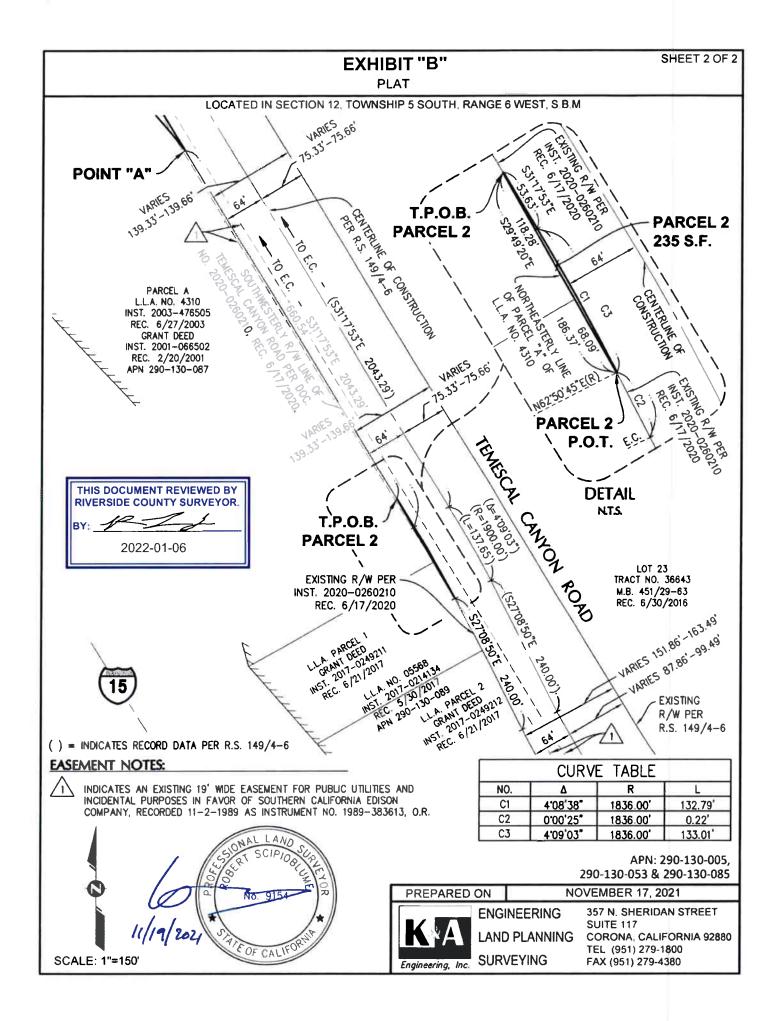
DATE EXHIBIT PREPARED: 11/17/2021

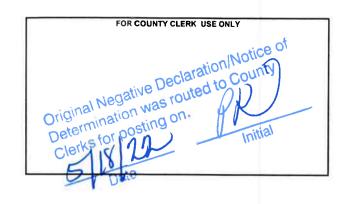
No. 9154

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.

2022-01-06







#### NOTICE OF EXEMPTION

March 22, 2022

Project Name: Conveyance of Temescal Canyon Road Property to Speedway Developments, LLC

Project Number: FM0417200378

Project Location: East side of Temescal Canyon Road, approximately 1500 feet north of Indian Truck Trail

**Description of Project:** A portion of Temescal Canyon Road was relinquished to the County of Riverside by the State of California on March 12, 1980. A portion of relinquished Temescal Canyon Road was deemed excess right-of-way and was summarily vacated by Resolution 2022-053, adopted March 1, 2022, agenda item 3.45, as submitted by the Transportation Department (Property).

Under Section 8355 of the California Streets and Highways Code, if the legislative body of a public entity determines that property previously subject to a street, highway, or public service easement, title to which is owned by the public entity, is no longer needed by the public, in the case of property owned by a local agency, the legislative body may sell or exchange the property in the manner, and upon the terms and conditions approved by the legislative body.

Through this action, the County intends to convey fee simple Interest in Real Property located in the Unincorporated Area of Corona, County of Riverside, and is west of Temescal Canyon Road and northerly of Indian Truck Trail by Quitclaim to Speedway Developments, LLC. The property was recently appraised by an independent Appraiser at a value of \$100,000.00. The Speedway Development, LLC has agreed to pay this amount to the County to purchase the property. The conveyance of Property to Speedway Developments, LLC is identified as the proposed project under the California Environmental Quality Act (CEQA). No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

**Exempt Status:** State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with conveyance of the vacant Property to Speedway Developments, LLC.

Section 15061 (b (3 - "Common Sense" Exemption: In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Ibid. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEOA is required. See No Oil, Inc. v. City of Los Angeles (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The conveyance of Property to Speedway Development. LLC is an administrative function and would not result in direct effects. Indirect effects of the transfer would provide the adjacent property owner (Speedway Development, LLC) the remaining sliver of vacant land (approximately 2.4 acres) between Temescal Canyon Road and the approximately 25.3 acres of vacant land owned by the proposed purchaser. The property would provide better access and infill should the property be developed at a later time. The County would continue to act as the Lead Agency for all of the necessary discretionary actions involving any development of the conveyed property to ensure that CEQA compliance is satisfied. The approval of development is contingent on obtaining all required environmental and land use permits, including CEQA compliance with any applicable public agencies. The identification of future known additional discretionary actions provides a mechanism to address these indirect effects in more meaningful and detailed way when plans become available and when more meaningful disclosure can be provided to the public. The conveyance would not result in any direct or indirect physical environmental impacts. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEOA analysis.

Therefore, the County of Riverside hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Mike Sullivan, Senior Environmental Planner County of Riverside

#### RIVERSIDE COUNTY CLERK & RECORDER

#### AUTHORIZATION TO BILL BY JOURNAL VOUCHER

Project Name: Conveyance of Temescal Canyon Road Property to Speedway Developments  Accounting String: 524830-47220-7200400000 - FM0417200378				
AGENCY:	Riverside County Facilities Management			
	THE COUNTY CLERK & RECORDER TO BILL FOR FILING EES FOR THE ACCOMPANYING DOCUMENT(S).			
NUMBER OF DOCU	JMENTS INCLUDED: One (1)			
AUTHORIZED BY: Signature:	Mike Sullivan Senior Environmental Planner, Facilities Management			
PRESENTED BY:	Craig Olsen, Supervising Real Property Agent, Facilities  Management			
	-TO BE FILLED IN BY COUNTY CLERK-			
ACCEPTED BY:	_			
DATE:	_			
RECEIPT # (S)	-			

County of Riverside Facilities Management 3133 Mission Inn Avenue, Riverside, CA 92507

Date:

March 22, 2022

To:

Kiyomi Moore/Josefina Castillo, Office of the County Clerk

From:

Mike Sullivan, Senior Environmental Planner, Facilities Management

Subject:

County of Riverside Facilities Management Project # FM0417200378 Conveyance of Temescal Canyon Road Property to Speedway Development

The Riverside County's Facilities Management's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

#### After posting, please return the document to:

Mail Stop #2600

Attention: Mike Sullivan, Senior Environmental Planner, Facilities Management,

3133 Mission Inn Avenue, Riverside, CA 92507

If you have any questions, please contact Mike Sullivan at 955-8009 or email at msullivan@rivco.org.

Attachment

cc: file

# Aerial Image



INDICATES AREAS TO QUITCLAIM

Recorded at request of and return to: Speedway Development 15350 Fairfield Ranch Road, Suite K Chino Hills, CA 91709

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



Space above this line reserved for Recorder's Use

Project: Speedway Development

## QUITCLAIM DEED

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COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("GRANTOR")

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[Signature Provisions on Following Page]

Project: Speedway Development

**GRANTOR:** 

COUNTY OF RIVERSIDE, a political subdivision

of the State of California

Jeff Hewitt, Chair Board of Supervisors

ATTEST:

CLERK OF THE BOARD

Kecia R. Harper

APPROVED AS TO FORM:

**County Counsel** 

Ву:

Ryan Yabko

Deputy County Counsel

CAO:sc/03162022/378FM/30.704

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 May 17, 2022, before me, Priscilla Rasso, Board Assistant, personally appeared Jeff Hewitt, Chair of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia R. Harper

Clerk of the Board of Supervisors

(SEAL)

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PRERARED BY: K&A ENGINEERING

357 N. SHERIDAN ST. CORONA, CA 92880

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APN: 290-130-005, 290-130-053 & 290-130-085 DATE EXHIBIT PREPARED: 11/17/2021

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#### **PARCEL 2**

**COMMENCING AT AFOREMENTIONED POINT "A":** 

**THENCE** SOUTH 31°17'53" EAST PARALLEL WITH AND 64.00 FEET SOUTHWESTERLY OF SAID CONSTRUCTION CENTERLINE OF TEMESCAL CANYON ROAD ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF TEMESCAL CANYON ROAD AS DESCRIBED BY DOCUMENT NO. 2020-0260210, RECORDED JUNE 17, 2020 OF OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, 660.54 FEET TO A POINT OF INTERSECTION WITH SAID NORTHEASTERLY LINE OF PARCEL "A" AND THE **TRUE POINT OF BEGINNING OF PARCEL 2**;

**THENCE** LEAVING AND CONTINUING SOUTH 31°17'53" EAST PARALLEL WITH SAID CONSTRUCTION CENTERLINE OF TEMESCAL CANYON ROAD, 53.63 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1836.00 FEET, SAID CURVE BEING 64.00 FEET SOUTHWESTERLY OF AND CONCENTRIC WITH AS MEASURED RADIALLY TO SAID CONSTRUCTION CENTERLINE OF TEMESCAL CANYON ROAD;

THENCE SOUTHEASTERLY ALONG SAID CURVE 132.79 FEET THROUGH A CENTRAL ANGLE OF 04°08'38" CONCENTRIC WITH SAID CONSTRUCTION CENTERLINE OF TEMESCAL CANYON ROAD TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF PARCEL "1" OF LOT LINE ADJUSTMENT NO. 05568 RECORDED MAY 30, 2017 AS INSTRUMENT NO. 2017-0214134 AND DEED RECORDED JUNE 21, 2017 AS INSTRUMENT NO. 2017-0249211 OF OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAID POINT OF INTERSECTION ALSO BEING THE MOST NORTHERLY CORNER OF PARCEL 2 OF SAID DOCUMENT NO. 2020-0260210 AND SAID POINT BEING THE POINT OF TERMINATION OF PARCEL 2:

CONTAINING; 235 SQ./FT. (0.005 ACRES) MORE OR LESS.

EXHIBIT "B": ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO: COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHT OF WAY AND EASEMENTS OF RECORD IF ANY.

2 OF 2

ROBERT SCIPOBLUME

P.L.S. NO.: 9154

REG. EXP.: 3/31/2023

PRERARED BY: K&A ENGINEERING

357 N. SHERIDAN ST.

**CORONA, CA 92880** 

ONAL LAND

THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.

2022-01-06

No. 9154

OF CALL

APN: 290-130-005, 290-130-053 & 290-130-085

DATE EXHIBIT PREPARED: 11/17/2021

