

**Agreement Between City of Temecula and Rancon Commerce Center
Phases 2, 3 & 4 Inc. in Connection with Overland Drive Extension
Project, PW16-06**

This Agreement Between the City of Temecula, a municipal corporation (“City”) and the Rancon Commerce Center Phases 2, 3 & 4, Inc., a California non-profit mutual benefit corporation (“Association”) in Connection with Overland Drive Extension Project, PW16-06 (“Agreement”) is entered into as of the date this Agreement is fully executed by the City and the Association (“Effective Date”). The City and the Association may be referred to below collectively as the “Parties”.

RECITALS

A. The City completed construction of the Overland Drive Extension Project, PW16-06, which extended Overland Drive from Commerce Center to Enterprise Circle West (“Overland Drive Extension Project”). The City acquired in fee the following real properties (referred to below collectively as the “Subject Properties”) in connection with the Overland Drive Extension Project:

- (i) Real property commonly known as 27499 Commerce Center Drive, Temecula, and identified as Riverside County Tax Assessor’s Parcel Number (APN) 921-480-031 pursuant to a Grant Deed recorded on October 15, 2013 as Document No. 2013-0491640 of Official Records of the County of Riverside.
- (ii) Real Property commonly known as 27495 Enterprise Circle West, Temecula, and identified as APN 921-480-013 pursuant to a Grant Deed recorded on August 29, 2012 as Document No. 2012-0412158 of Official Records of the County of Riverside.
- (iii) Real property commonly known as 27498 Enterprise Circle West, Temecula, and identified as APN 921-480-020 pursuant to a Grant Deed recorded on June 8, 2012 as Document No. 2012-0264726 of Official Records of the County of Riverside.

B. The Subject Properties are subject to that certain Declaration of Protective Covenants for Rancon Commerce Center, Phases 2, 3 & 4, Inc. recorded on October 14, 1986 as Instrument Number 254851 of Official Records of the County of Riverside, and any and all amendments and or modifications to said Declaration of Protective Covenants (collectively referred to as “Declaration of Protective Covenants”), which are incorporated herein by this reference.

C. The Association, formerly known as the Rancho California Business Center Phases 2, 3 and 4, Inc., has certain interests in the Subject Properties pursuant to the Declaration of Protective Covenants. Section 3.5 of the Declaration of Protective Covenants requires the Association to administer the common affairs and management of the Rancon Commerce Center, Phases 2, 3 & 4, Inc. Section 4.1 provides that in addition to the powers, rights, and duties provided elsewhere in the Declaration of Protective

Covenants, the Articles of Incorporation and the By-laws, the Association has the duty to (i) enforce and comply with the provisions of the Declaration of Protective Covenants; (ii) pay taxes, special assessments or other liabilities which are or would become a lien on the Common Area, or any portion thereof; (iii) levy assessments and perfect and enforce liens; (iv) enter into contracts and perform the duties set forth in the Declaration of Protective Covenants, including but not limited to maintenance and repair of the common areas, landscape maintenance areas, and storm drain systems; and (v) borrow funds to pay the costs of operation, secured by assignment or pledge of rights against delinquent owners as provided in said Section 4.1.

D. Pursuant to Sections 12.3 and 13.2 of the Declaration of Protective Covenants, the Association has certain maintenance easement rights over the Landscape Maintenance Areas, Common Areas, and Storm Drain System described in the Declaration of Protective Covenants. The Amendment of Declaration of Protective Covenants for Rancon Commerce Center Phases 2, 3 & 4, Inc. recorded on May 20, 1987 as Instrument Number 141902 of Official Records of the County of Riverside amended Section 1.16 of the Declaration of Protective Covenants recorded on October 14, 1986 as Instrument Number 254851 of Official Records of the County of Riverside to define Landscape Maintenance Areas as “all plantings, planted trees, shrubs, irrigation systems, walls, sidewalks, embellished pavement, monument signs and other landscaping improvements located (i) within the landscaping easements owned by the Association and (ii) behind the curb and within the street right of way and described in Exhibit “DA” [to said Amendment]. The Landscape Maintenance Areas are to be maintained by the Association in accordance with the provisions of this Declaration. The Landscape Maintenance Areas of the Property are further depicted in the drawings marked Exhibits “DA-1”, “DA-2”, “DA-3”, and “DA-4” [to said Amendment]. . .” Said Exhibits depicting the Landscape Maintenance Areas are attached hereto collectively as Exhibit “A” hereto and incorporated herein by this reference.

E. The City’s construction of the Overland Drive Extension Project will impact the assessments received by the Association for the Subject Properties and certain Landscape Maintenance Areas. Accordingly, on September 5, 2013, the City extended a written offer to the Association to compensate the Association for the impact to the Association of the City’s acquisition of the Subject Properties in connection with the Overland Drive Extension Project. The offer included compensation to the Association for the impacts arising in connection with the City’s acquisition of the Subject Properties and construction of the Overland Drive Extension Project, including compensation relating to the assessments for the Subject Properties and landscape maintenance costs.

F. The Parties acknowledge that the City is authorized to acquire real property interests, including declarations of covenants, conditions and restrictions, by eminent domain for a public use, including public street purposes, and all uses necessary or convenient thereto, pursuant to the authority conferred upon the City of Temecula by California Constitution Article 1, Section 19, California Government Code Sections 37350, 37350.5, 37351, 37353, 40401, and 40404, California Code of Civil Procedure Section 1230.010 *et seq.* (Eminent Domain Law), including, but not limited to, Code of Civil Procedure Section 1240.410, and other provisions of law. The Declaration of Protective

Covenants does not contain a provision that allows the Association's Board of Directors to de-annex or remove properties from the Declaration of Protective Covenants in situations where said properties are acquired by a public entity for a public use, such as the construction of public street improvements for the Overland Drive Extension Project. Accordingly, the Parties discussed that it would be necessary to enter into an agreement to set forth the compensation to the Association and terms and obligations of the Parties and to set forth the procedures necessary to de-annex the Subject Properties from the Declaration of Protective Covenants in connection with the City's construction of the Overland Drive Extension Project.

G. The City commenced construction of the Overland Drive Extension Project in 2017 and completed construction in fall 2018. The City Council accepted the Overland Drive Extension Project and directed the City Clerk to file the Notice of Completion on December 12, 2019. The Association wished to defer final negotiations until the construction was completed to confirm the final impacts of the acquisition of the Subject Properties and construction of the Overland Drive Extension Project on the interests of the Association. The City and the Association desire to resolve all issues relating to the City's compensation to the Association in connection with the Association's interests in the Declaration of Protective Covenants, impacts to the assessments the Association will receive based on the de-annexation or removal of the Subject Properties from the Declaration of Protective Covenants, and costs and obligations relating to the Landscape Maintenance Areas, subject to the terms and conditions herein and to set forth the agreement of the Parties regarding the amendment to the Declaration of Protective Covenants to de-annex or remove the Subject Properties from the Declaration of Protective Covenants. It is not the intent of the Parties to de-annex or remove the Remnant Areas described in Section 6 below from the Declaration of Protective Covenants.

NOW THEREFORE, in consideration of the above Recitals, which are incorporated herein by this reference, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Association agree to the following:

1. Impact of Overland Drive Extension Project on Interests of Association. Pursuant to the Declaration of Protective Covenants, the Association receives certain quarterly assessments for the Subject Properties acquired by the City in connection with the Overland Drive Extension Project. The City demolished the buildings on the Subject Properties and constructed public street improvements on portions of the Subject Properties in connection with the Overland Drive Extension Project, including public street, sidewalk, curb, gutter, drainage improvements, landscaping, and irrigation improvements.

2. Construction of Overland Drive Extension Project is a Public Use. The City's use of the Subject Properties for public street purposes is a public use. The construction of the Overland Drive Extension Project will require the de-annexation or removal of the Subject Properties from the Declaration of Protective Covenants. The Declaration of Protective Covenants does not contain a provision for the Board of the Association to remove properties from the Declaration of Protective Covenants when said properties are acquired by a public entity for a public use, such as a public street

improvement project. Accordingly, an amendment to the Declaration of Protective Covenants is necessary to authorize the de-annexation or removal of the Declaration of Protective Covenants from the chain of title for said Subject Properties. The de-annexation or removal of the Subject Properties from the Declaration of Protective Covenants will impact the quarterly assessments received by the Association and certain Landscape Maintenance Areas.

3. City’s Offer to Association and Negotiations. On September 5, 2013, the City extended a written offer to the Association based on the City’s independent appraiser’s valuation analysis of the present value calculations of the quarterly assessment fees of the Subject Properties and landscape maintenance impacts to the Association in connection with the Overland Drive Extension Project. The City’s September 2013 offer was based on the present value calculations based on a discount rate of 5% for 20 years. Based on the negotiations between the Parties, the City obtained updated present value calculations in April 2018. The updated present value calculations used a discount rate of 4% for 30 years (120 payments). The City’s independent appraiser based the updated present value calculations on the following:

a. The appraiser determined that a 4% discount rate was appropriate for the 30-year period and arrived at a total estimate of compensation of \$41,800, which includes compensation for the lost assessment revenue for the Subject Properties.

APN	921-480-020	921-480-013	921-480-031
Address/ Location	27498 Enterprise Circle West	27495 Enterprise Circle West	27499 Commerce Center Drive
Quarterly Assessment	\$170.19	\$239.08	\$190.45
Discount rate	4.0%	4.0%	4.0%
Years to Maturity	30	30	30
Present Values	\$11,862	\$16,664	\$13,274
Total Present Value Estimate \$41,800			

b. The quarterly assessments for the Subject Properties remain the same.

c. The 4% discount rate used for the calculation is based on the appraiser’s interpretation of current market trends.

4. Total Compensation. The City shall pay to the Association the Total Compensation of \$112,439.16 (One Hundred Twelve Thousand Four Hundred Thirty-Nine Dollars and Sixteen Cents) (“Total Compensation”). The Total Compensation of

\$112,439.16 consists of the following: (i) Monetary Just Compensation of \$41,800 (Forty-One Thousand Eight Hundred Dollars) described in Section 4.a. below, (ii) the reasonable replacement costs of the monument signs in the amount of \$31,000 described below in Section 4.b, and (iii) the total sum of \$39,639.16 for replacement of damaged landscaping and the landscape improvement costs described in Section 5.a.

a. *Monetary Just Compensation.* The total sum of \$41,800 (“Monetary Just Compensation”) as the total monetary compensation for the Association’s interests pursuant to the Declaration of Protective Covenants recorded against the Subject Properties acquired by the City in connection with the present value calculations of the quarterly assessment fees for the Subject Properties.

b. *Replacement Costs for Monument Signs.* The construction of the Overland Drive Extension Project impacted two monument signs located on one of the Subject Properties purchased by the City in fee (27499 Commerce Center Drive, Temecula, Lot 25 of Tract Map No. 16178). The Parties each obtained estimates for the replacement costs of the monument signs. The Total Compensation herein includes payment in the amount of \$31,000 for reasonable replacement costs of the monument signs based on the estimate provided by Miko Mountainlion, Inc. A copy of the estimate for the reasonable replacement costs of the monument signs and a depiction of the monument signs that were impacted by the Project are attached collectively as Exhibit “E” hereto and incorporated herein by this reference.

c. *Payment of Total Compensation and Waiver of Right to Take Objections.*

(i) *Payment of Total Compensation.* Within fourteen business days of the Effective Date, the City will issue a warrant in the amount of the \$112,439.16 Total Compensation payable to Rancon Commerce Center Phases 2, 3 & 4, Inc. and mail said warrant as follows:

Rancon Commerce Center, Phases 2, 3 & 4, Inc.
Attention: Associa Equity Management & Realty Property Services
42430 Winchester Road
Temecula, California 92590

(ii) *Waiver of Objections to Right to Take.* In consideration for the City’s payment to the Association of the Total Compensation, Association agrees that if it is necessary for the City to file any eminent domain proceeding in connection with the condemnation of the Declaration of Protective Covenants interests from the Subject Properties, the Association will not challenge the City’s right to take the interests of the Association in the Subject Properties pursuant to the Declaration of Protective Covenants or the City’s right to construct the Overland Drive Extension Project in the area comprising the Subject Properties that are subject to the Declaration of Protective Covenants. The date on which the City issues the warrant for the Total Compensation shall be deemed the “effective date of possession” in any eminent domain proceeding filed by the City to

condemn the Declaration of Protective Covenants from the Subject Properties in which the Association is a party.

(iii) Association's Reasonable Administrative and Legal Costs Relating to Removal or De-Annexation of Subject Properties from Declaration of Protective Covenants. The City will also pay to the Association a total sum not to exceed \$10,000.00 (Ten Thousand Dollars) for the reasonable administrative and legal costs associated with the Association's work and preparation of documents relating to the de-annexation of the Subject Properties from the Declaration of Protective Covenants and/or removal of the Declaration of Protective Covenants from the chain of title for the Subject Properties, including but not limited to reasonable costs for correspondence, preparation of documents relating to votes for said de-annexation and necessary meetings of the membership and Boardmembers in connection with said de-annexation ("Association's Reasonable Administrative and Legal Costs"), mailing, and recording costs.

a. *Payment of Association's Reasonable Administrative and Legal Costs.* The City will issue a warrant payable to Rancon Commerce Center, Phases 2, 3 & 4, Inc., in an amount not to exceed \$10,000.00 and mail it by first-class mail within 14 business days of receiving an invoice itemizing the Association's Reasonable Administrative and Legal Costs discussed above. The City will mail the warrant as follows:

Rancon Commerce Center, Phases 2, 3 & 4, Inc.
Attention: Associa Equity Management & Realty Property Services
42430 Winchester Road
Temecula, California 92590

5. Landscape Maintenance Areas. The City's acquisition of the Subject Properties and construction of the Overland Drive Extension Project removed approximately 2,319.72 square feet in one section and 1,189.73 square feet in another section of the Association's existing Landscape Maintenance Areas within the public right of way, which are depicted collectively on Exhibit "B-1" hereto. The acquisition of the Subject Properties and construction of the Overland Drive Extension Project created an approximate 2,106.50 square feet of Landscape Maintenance Areas within the street right of way depicted on Exhibit "B-2". Accordingly, the acquisition of the Subject Properties and construction of the Overland Drive Extension Project did not result in any net increase in the total size of the Association's Landscape Maintenance Areas, in the after condition.

a. *Consideration for Landscape Improvements.* The City submitted landscape plans and irrigation plans to the Association for approval prior to constructing the Overland Drive Extension Project. Based on negotiations with the Association, the City caused its contractor for the Overland Drive Extension Project to install certain irrigation improvements and trees in the approximate 2,106.5 square feet of landscape area created within the public right of way depicted on Exhibit "B-2" hereto. Association requested that plants and landscape improvements that differed from those described in the City's landscape plans for the Overland Drive Extension Project be installed in said area. The Parties agreed that the City would pay to the Association the portion of the subject

landscape costs for the Overland Drive Extension Project that the City had allocated for said landscape improvements. Accordingly, the Parties agree that the City will pay the Association the sum of \$8,112.00 for the Association to install the drought-tolerant plants and landscape improvements that Association determines are most compatible with Association's plans for said areas. In addition, there are landscaped areas that were distressed during construction. These areas are shown on Exhibit "C", which is attached to this Agreement and incorporated herein by this reference. The total distressed area is approximately 25,221.73 square feet in size. At a cost of \$1.25 per square foot, the total compensation for the landscaping of the distressed areas is \$31,527.16. Therefore, the total compensation for the replacement landscaping and new landscape improvements is \$39,639.16.

b. *Replacement of Irrigation Main.* As of the Effective Date, the City has caused Rancho California Water District to replace with material of like kind and quality a two-inch irrigation main impacted during the construction of the Project. Said irrigation main benefitted the common areas and/or landscape maintenance areas for which the Association is responsible. On May 5, 2021, Ray Crain of Total Landcare, LLC, which provides landscaping services for the Association, inspected and approved the operation of the two-inch irrigation main.

6. Remnant Areas. The acquisition of the Subject Properties and construction of the Project resulted in certain Remnant Areas on the remainder portions of two of the Subject Properties acquired by the City. The Remnant Areas are approximately 10,776 square feet in size and are comprised of (i) an approximate 6,859 square foot portion of Lot 25 of Tract Map 16178 and (ii) an approximate 3,917 square foot portion of Lot 14 of Tract Map 16178, which are described more particularly in the Quitclaim Deeds attached as Exhibit "B-3" and Exhibit "B-4", respectively free and clear of any liens and taxes.

a. *Transfer of Remnant Areas.* The City agrees that, within 60 days of the Effective Date, it will transfer to the Association pursuant to Quitclaim Deeds in the forms attached as Exhibit "B-3" and Exhibit "B-4" hereto its interest in the Remnant Areas described therein.

b. *No De-Annexation for Remnant Areas.* The Parties agree that the Remnant Areas described in the Quit Claim Deeds attached as Exhibit "B-3" and Exhibit "B-4" will not be included in the de-annexation of the Subject Properties from the Declaration of the Protective Covenants.

7. Procedure for De-Annexation. The Association has conducted a meeting of the members of the Association to conduct a vote to amend the Declaration of Protective Covenants to facilitate de-annexation or removal of the Subject Properties from the Declaration of Protective Covenants. Section 9.2.1 of the Declaration of Protective Covenants provides that the Declaration of Protective Covenants "may be terminated, extended, modified or amended, with the written consent of the property owners of Lots comprising 66 2/3% (Sixty-Six and Two-Thirds Percent) of the Net Acres contained in the Rancon Commerce Center business park." The Association informed the City that at least 66 2/3% of the membership voted to approve the Second Amendment to the Declaration

of Protective Covenants, which authorizes the Board of Directors to de-annex certain properties from said Declaration of Protective Covenants in accordance with the amended Sections 18.2, 18.3, and 18.4. The Second Amendment to Declaration of Protective Covenants for Rancon Commerce Center, Phases 2, 3 & 4, Inc. was recorded on March 16, 2021 as Document Number 2021-0166996 of Official Records of the County of Riverside. Accordingly, the Association and Board of Directors will take necessary actions, including recording an Amendment to the Declaration of Protective Covenants to remove or de-annex the Subject Properties from said Declaration of Protective Covenants within 60 days of the Effective Date. Said removal and/or de-annexation will not include the Remnant Areas. A copy of the recorded Second Amendment to the Declaration of Protective Covenants is attached as Exhibit “D” hereto and incorporated herein by this reference.

8. Representation and Warranties of Association. The Association makes the following representations and warranties to the City:

a. The Association is a non-profit mutual benefit corporation that has been duly formed and organized and is validly existing and in good standing under the laws of the State of California.

b. The Association has the power, right, and authority as a corporation to enter into this Agreement and to undertake the actions contemplated hereby.

c. The Association has taken all requisite action in connection with entering into this Agreement.

d. Each individual executing this Agreement on behalf of the Association has the legal power, right, and actual authority to legally bind the Association to the terms and conditions of this Agreement.

e. The execution and delivery of this Agreement and compliance with the terms of this Agreement by the Association do not violate the Declaration of Protective Covenants or other documents that are legally binding on the Association.

f. The Association has all corporate authorizations necessary to execute and deliver this Agreement.

g. The Association is not aware of any litigation or proceedings by or against the Association that may affect the Association’s performance of its obligations under this Agreement.

h. The Association is not aware of any litigation or proceedings by or against the members of the Association relating to the Overland Drive Extension Project.

9. Representations and Warranties of the City. The City makes the following representations and warranties to the Association:

a. The City has the power, right, and authority to enter into this Agreement and to undertake the actions contemplated hereby.

b. The City has taken all requisite action needed to enter into this Agreement.

c. The person executing this Agreement on behalf of the City is authorized to execute the Agreement on behalf of the City.

d. This Agreement is, and all documents required hereby to be executed by the City, will be valid, legally binding obligations of, and enforceable against, the City in accordance with their terms.

e. The City is not aware of any litigation or proceedings by or against the City that may affect the City's performance of its obligations under this Agreement.

10. Notices. All notices and demands will be given in writing by certified or registered mail, postage prepaid, and return receipt requested, or by overnight carrier. Notices will be considered given upon the earlier of (a) two business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (b) one business day following deposit with an overnight carrier service. The Parties will address such notices as provided below or as may be amended by written notice:

City: City of Temecula
41000 Main Street
Temecula, California 92590
Attention: Aaron Adams, City Manager

Copy to: Richards, Watson & Gershon
Attention: Peter M. Thorson, City Attorney
350 South Grand Avenue, 37th Floor
Los Angeles, California 90071

Association: Rancon Commerce Center, Phases 2, 3 & 4, Inc.
Attention: Associa Equity Management &
Realty Services
42430 Winchester Road
Temecula, California 92590

Copy to: Fiore Racobs & Powers
Attention: Dennis M. Burke, Esq.
6820 Indiana Avenue, Suite 140
Riverside, California 92506-7202

11. Miscellaneous.

a. *Amendments*. Any amendments to this Agreement will be effective only when duly executed by both the Association and the City.

b. *Applicable Law*. This Agreement will be construed and interpreted under, and governed and enforced according to the laws of the State of California.

c. *Entire Agreement.* This Agreement supersedes any prior agreement, oral or written, and together with the Exhibits hereto and any agreements delivered pursuant hereto, contains the entire agreement between the City and the Association on the subject matter of this Agreement. No subsequent agreement, representation or promise made by either party hereto, or by or to any employee, officer, agent or representative of either party, will be of any effect unless it is in writing and executed by the party to be bound thereby. No person is authorized to make, and by execution hereof the City and the Association acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no such agreement, statement, representation or promise that is not contained herein will be valid or binding on the City and the Association.

d. *Successors and Assigns.* This Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties hereto.

e. *Counterparts and Facsimile and Electronic Signatures.* This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. For purposes of this Agreement, facsimile and electronic signatures will be deemed to be original signatures.

f. *Remedies Not Exclusive and Waivers.* No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy will be cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies will not constitute a waiver of the right to pursue other available remedies.

g. *Interpretation and Construction.* Each party has reviewed this Agreement and each has had the opportunity to have its respective counsel review and revise this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in the interpretation of this Agreement or any amendments or Exhibits thereto. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association wherever the context so requires. The recitals and captions of the Sections and Subsections of this Agreement are for convenience and reference only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

h. *Attorneys' Fees.* If either party hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this Agreement or because of a breach of this Agreement by the other party, the prevailing party, whether by suit, negotiation, arbitration or settlement will be entitled to recover reasonable attorneys' fees from the other party.

i. *Severability.* If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

j. *Exhibits.* The Exhibits attached hereto are incorporated in this Agreement by reference herein.

IN WITNESS WHEREOF, this Agreement is effective as of the day it is fully executed by the Parties.

**RANCON COMMERCE CENTER
PHASES, 2, 3 & 4, INC., A California non-
profit mutual benefit corporation**

Dated: 1/17/23

By: 

Title: Sec

Dated: 1/17/23

By: 

Title: PRESIDENT

Approved as to form:

FIORE RACOBS & POWERS

Dennis M. Burke, Esq.

i. *Severability.* If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

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**RANCON COMMERCE CENTER
PHASES, 2, 3 & 4, INC., A California non-
profit mutual benefit corporation**

Dated: 1/17/23

By: 

Title: Sec

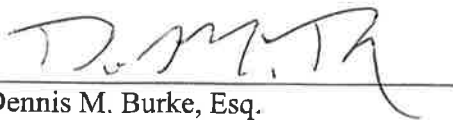
Dated: 1/17/23

By: 

Title: PRESIDENT

Approved as to form:

FIORE RACOBS & POWERS


Dennis M. Burke, Esq.

**CITY OF TEMECULA, a municipal
corporation**

Dated: _____

By: _____
Zak Schwank, Mayor

ATTEST:

Randi Johl, City Clerk

Approved as to form:

RICHARDS, WATSON & GERSHON

Peter M. Thorson, City Attorney

Exhibit "A"
**Landscape Maintenance Areas Described in Amendment to Declaration of
Protective Covenants recorded on October 14, 1986 as Instrument Number 254851
of Official Records of the County of Riverside**

|

141902

Exhibit "A"

EXHIBIT "DA-1"

LANDSCAPE MAINTENANCE AREA DEPICTED

The landscape maintenance area is depicted in the diagonally
marked areas of Exhibit A-1 and is further depicted on Exhibits DA-2,
DA-3 and DA-4.

Exhibit "DA-1"
Page 1 of 1

141902

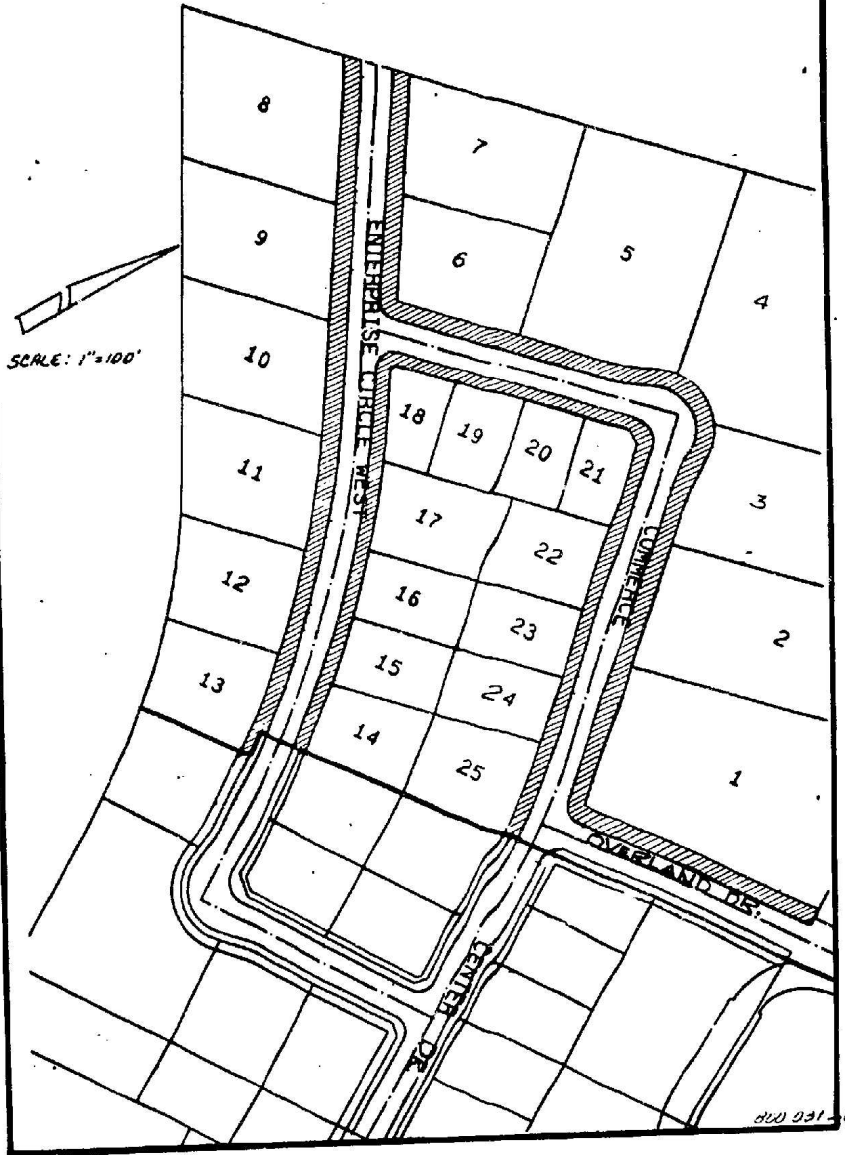
EXHIBIT DA-2

TR. 16178

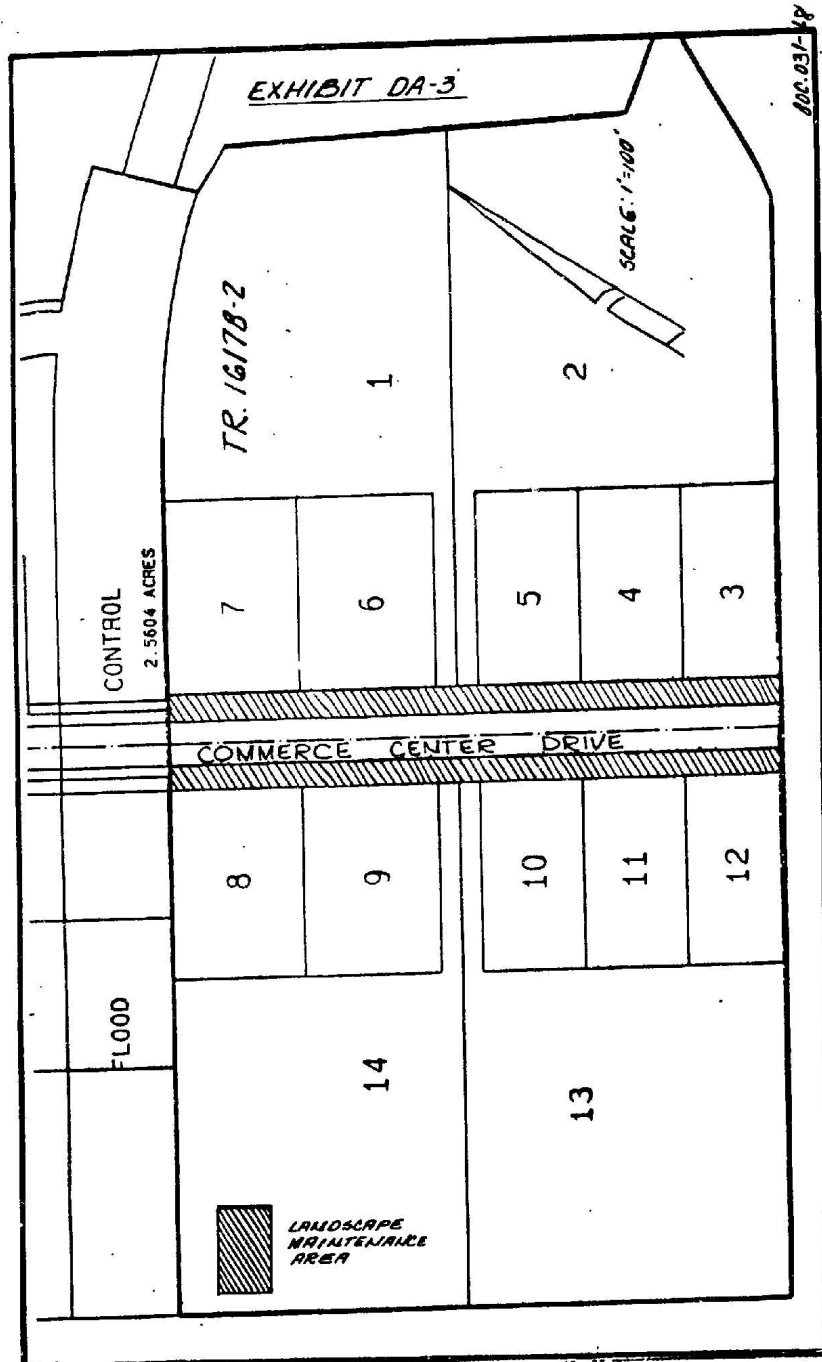


LANDSCAPE MAINTENANCE AREA.

SCALE: 1"=100'



141902



141902

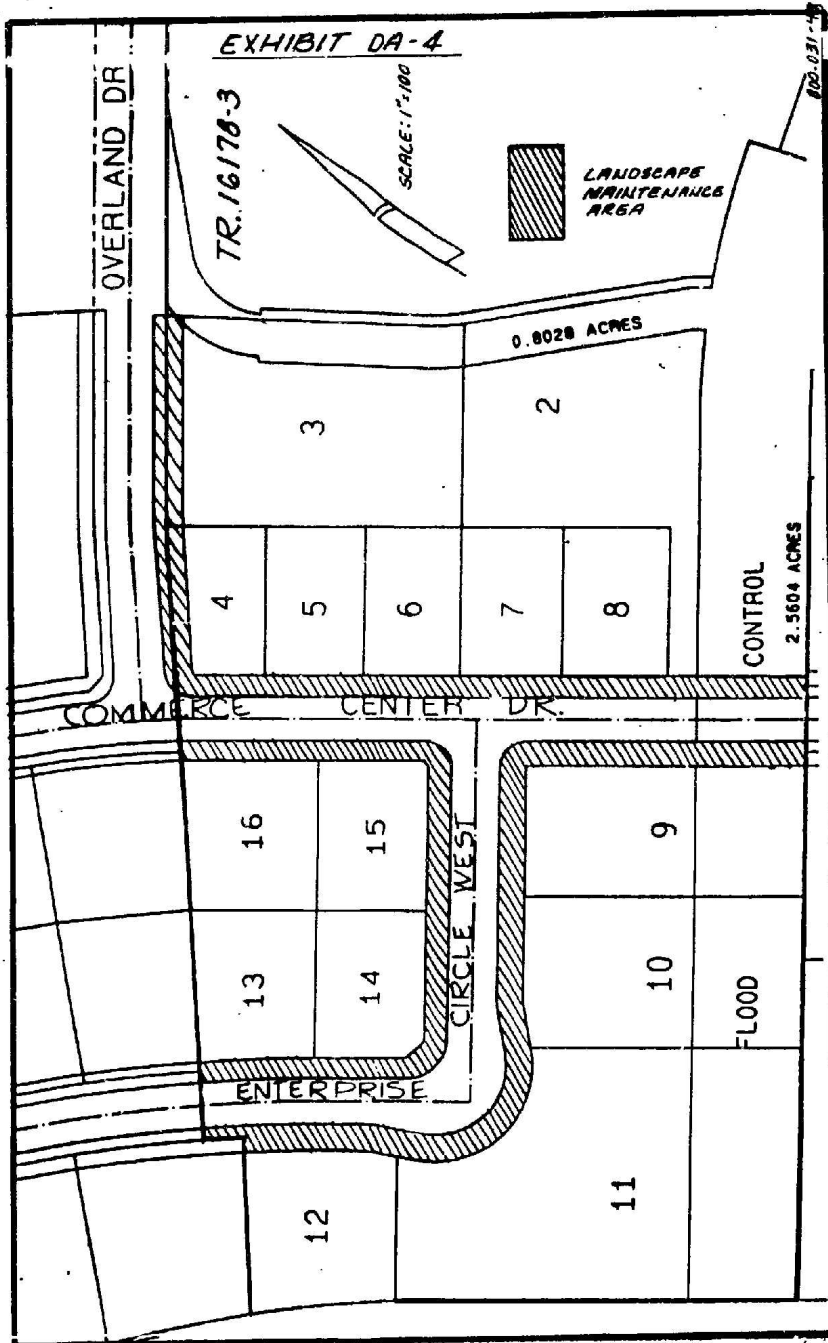


Exhibit "B-1"
Depiction of Existing Landscape Maintenance Areas Removed by Project





Exhibit "B-2"
Depiction of Landscape Areas within Right of Way Created by Project
(depicted in yellow)

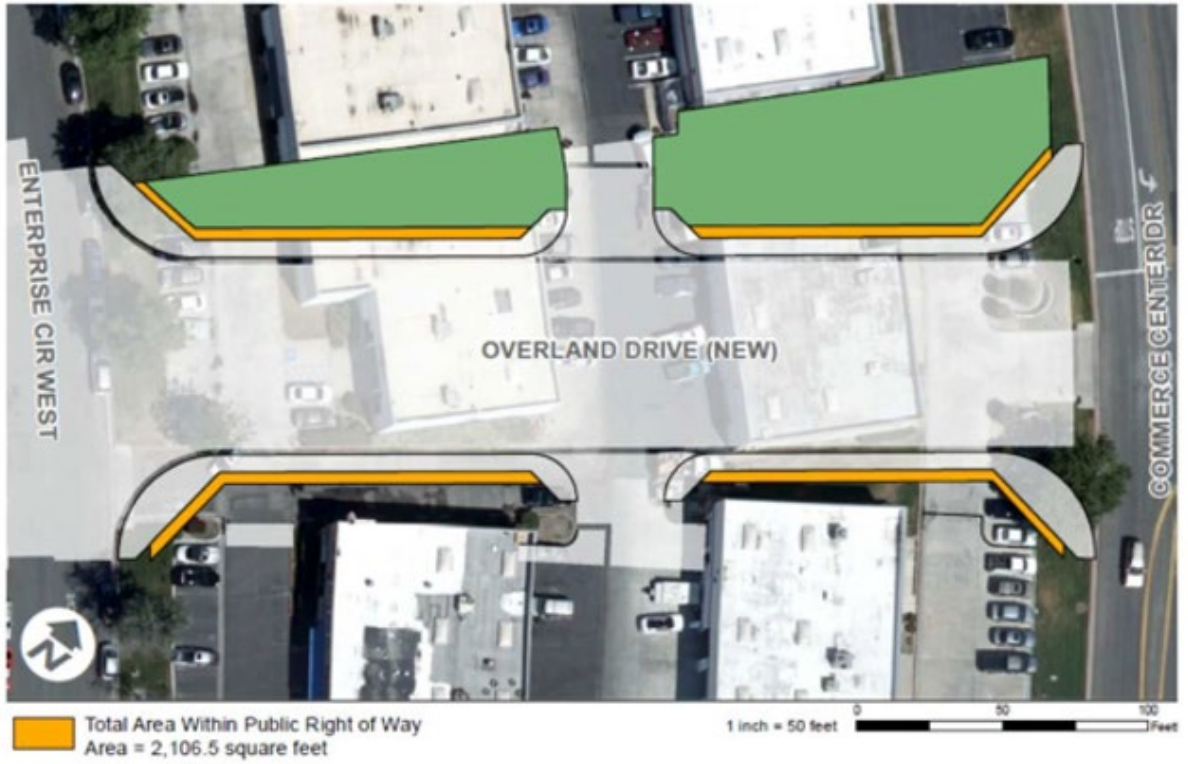


Exhibit "B-3"

Form of Quitclaim Deed for 6,869 Square Foot Remnant Area

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:
City of Temecula
41000 Main Street
Temecula, California 92590

With a copy to:

Rancon Commerce Center, Phases 2, 3 & 4, Inc.
Attention: Associa Equity Management &
Realty Property Services
42430 Winchester Road
Temecula, California 92590

[SPACE ABOVE FOR RECORDER'S USE ONLY]

Portions of _____

The undersigned Grantor declares:

- (1) The documentary transfer tax is _____, which is computed on the value of the property conveyed, which is located in the City of Temecula, County of Riverside, State of California.
- (2) This is a conveyance of a common area to a nonprofit, mutual benefit corporation;
- (3) This property has no separate value and should not be assessed a separate amount as provided in Revenue & Taxation Code Section 2188.5

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the CITY OF TEMECULA, a municipal corporation ("Grantor"), does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to RANCON COMMERCE CENTER, PHASES 2, 3 & 4, INC. a California non-profit mutual benefit corporation ("Grantee"), without representation or warranty, express or implied, all of Grantor's right, title, and interest, if any, in and to that certain real property located in the City of Temecula, County of Riverside, State of California, more particularly described on Exhibit "A" and depicted roughly on Exhibit "B" hereto ("Subject Property"), which are attached hereto and incorporated herein by this reference as if set forth in full.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of the date set forth below.

CITY OF TEMECULA, a municipal corporation

Dated: _____

By: _____
Aaron Adams, City Manager

Attest:

Randi Johl, City Clerk

**EXHIBIT "A"
LEGAL DESCRIPTION
REMAINDER PARCEL
(OVERLAND DRIVE)**

BEING A PORTION OF LOT 25 OF TRACT MAP NO. 16178, SITUATED IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED AUGUST 8, 1986 AS SHOWN BY MAP ON FILE IN BOOK 160, PAGES 102 THROUGH 104, INCLUSIVE, OF MAPS, OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


ALL OF SAID LOT 25 EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 25, SAID CORNER BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF COMMERCE CENTER DRIVE (66.00 FEET WIDE) AS SHOWN ON SAID MAP AND ALSO BEING A POINT ON A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 967.00 FEET, A RADIAL BEARING TO SAID POINT BEARS NORTH 53°38'28" EAST (NORTH 53°38'37" EAST PER SAID MAP); THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 25 SOUTH 51°39'19" WEST A DISTANCE OF 154.89 FEET (NORTH 51°41'16" EAST A DISTANCE OF 154.75 FEET PER SAID MAP) TO THE MOST SOUTHERLY CORNER OF SAID LOT 25; THENCE ALONG THE SOUTHWESTERLY LINE THEREOF NORTH 40°28'13" WEST (NORTH 40°28'32" WEST PER SAID MAP) A DISTANCE OF 86.36 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 52°46'53" EAST A DISTANCE OF 130.89 FEET; THENCE NORTH 04°12'52" EAST A DISTANCE OF 36.57 FEET TO A POINT ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF COMMERCE CENTER DRIVE AND ALSO BEING A POINT ON A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 967.00 FEET, A RADIAL BEARING TO SAID POINT BEARS NORTH 47°04'44" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE AND SAID SOUTHWESTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 06°33'44" A DISTANCE OF 110.75 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 6,859 SQ. FT. OR 0.157 ACRE, MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN
CONFORMANCE WITH THE LAND SURVEYORS' ACT.

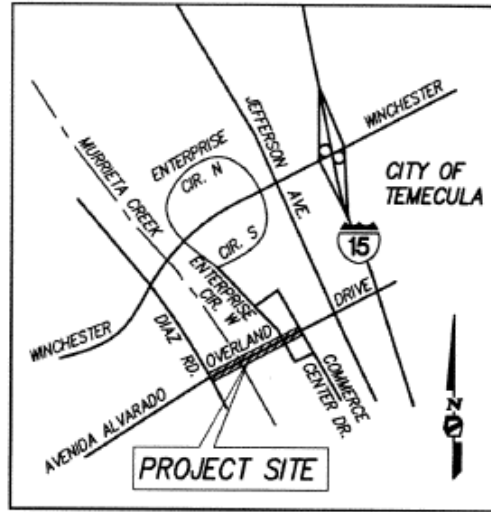

B. SCOTT EDKINS
LS 7696

2/10/2011
DATE



LEGEND

- INDICATES REMAINDER PARCEL
AREA = 6,859 SQ. FT. OR 0.157 ACRE
- POB** INDICATES POINT OF BEGINNING
- () INDICATES RECORD DATA PER TRACT 16178
- (R) INDICATES RADIAL BEARING
- A LANDSCAPE MAINTENANCE AGREEMENT PER
INST. NO. 141902, RECORDED MAY 20, 1987
- B EASEMENT TO GENERAL TELEPHONE CO. PER
INST. NO. 117514, RECORDED APRIL 29, 1987
- C EASEMENT FOR MONUMENT SIGNS RESERVED TO
RANCON REALTY FUND I, PER INST. NO. 238938,
RECORDED AUG. 18, 1987
- D 15' WDE DRAINAGE EASEMENT PER TRACT 16178



VICINITY MAP



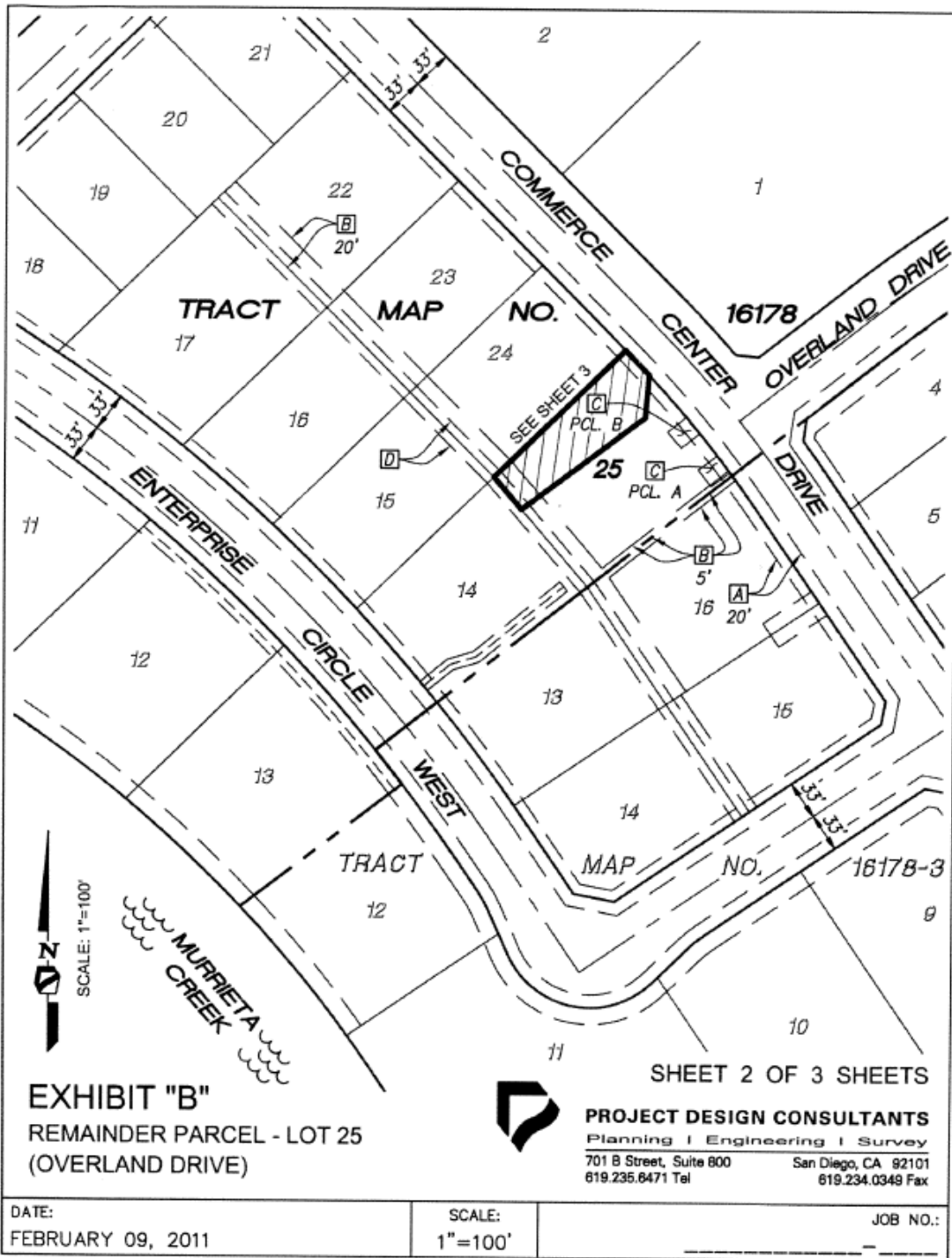
B. Scott Edkins 2/10/2011
 B. SCOTT EDKINS, LS 7696 DATE

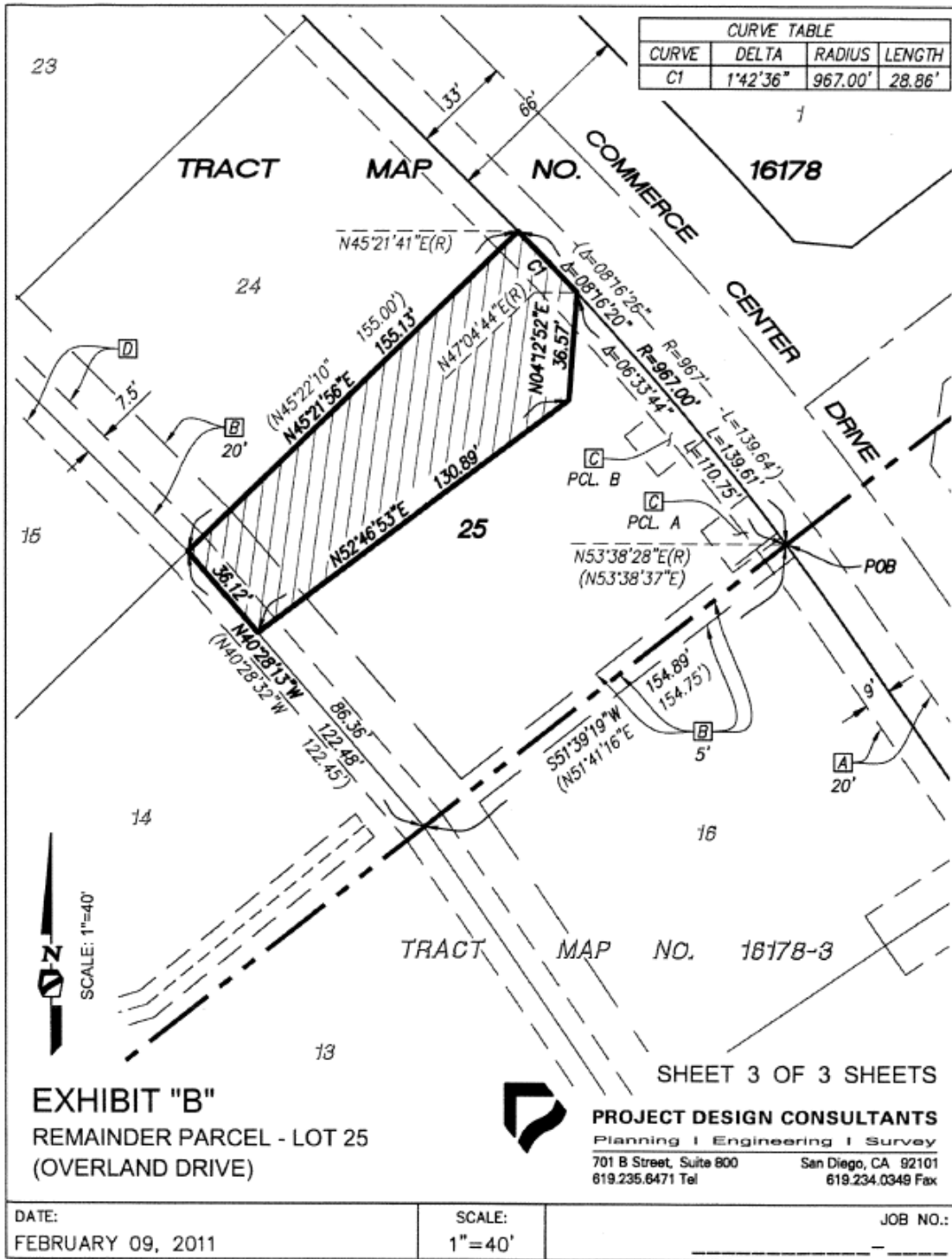
EXHIBIT "B"
 REMAINDER PARCEL - LOT 25
 (OVERLAND DRIVE)



SHEET 1 OF 3 SHEETS
PROJECT DESIGN CONSULTANTS
 Planning | Engineering | Survey
 701 B Street, Suite 800 San Diego, CA 92101
 619.235.6471 Tel 619.234.0349 Fax

DATE: FEBRUARY 09, 2011	SCALE: N.T.S.	JOB NO.:
----------------------------	------------------	----------





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 _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

Exhibit "B-4"

Form of Quitclaim Deed for 3,917 Square Foot Remnant Area

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

City of Temecula
41000 Main Street
Temecula, California 92590

With a copy to:

Rancon Commerce Center, Phases 2, 3 & 4, Inc.
Attention: Associa Equity Management &
Realty Property Services
42430 Winchester Road
Temecula, California 92590

[SPACE ABOVE FOR RECORDER'S USE ONLY]

Portions of _____

The undersigned Grantor declares:

- (1) The documentary transfer tax is _____, which is computed on the value of the property conveyed, which is located in the City of Temecula, County of Riverside, State of California.
- (2) This is a conveyance of a common area to a nonprofit, mutual benefit corporation;
- (3) This property has no separate value and should not be assessed a separate amount as provided in Revenue & Taxation Code Section 2188.5

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the CITY OF TEMECULA, a municipal corporation ("Grantor"), does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to RANCON COMMERCE CENTER, PHASES 2, 3 & 4, INC. a California non-profit mutual benefit corporation, without representation or warranty, express or implied, all of Grantor's right, title, and interest, if any, in and to that certain real property located in the City of Temecula, County of Riverside, State of California, more particularly described on Exhibit "A" and depicted roughly on Exhibit "B" hereto ("Subject Property"), which are attached hereto and incorporated herein by this reference as if set forth in full.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of the date set forth below.

CITY OF TEMECULA, a municipal corporation

Dated: _____

By: _____
Aaron Adams, City Manager

Attest:

Randi Johl, City Clerk

**EXHIBIT "A"
LEGAL DESCRIPTION
REMAINDER PARCEL
(OVERLAND DRIVE)**

BEING A PORTION OF LOT 14 OF TRACT MAP NO. 16178, SITUATED IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED AUGUST 8, 1986 AS SHOWN BY MAP ON FILE IN BOOK 160, PAGES 102 THROUGH 104, INCLUSIVE, OF MAPS, OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SAID LOT 14 EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:


BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 14, SAID CORNER BEING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ENTERPRISE CIRCLE WEST (66.00 FEET WIDE) AS SHOWN ON SAID MAP AND ALSO BEING A POINT ON A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 1483.00 FEET, A RADIAL BEARING TO SAID POINT BEARS NORTH 51°07'10" EAST (NORTH 51°13'50" EAST PER SAID MAP); THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID NORTHEASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 04°02'39" A DISTANCE OF 104.68 FEET (04°02'49" A DISTANCE OF 104.75 FEET PER SAID MAP) TO THE MOST WESTERLY CORNER OF SAID LOT 14; THENCE LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND ALONG THE NORTHWESTERLY LINE OF SAID LOT 14 NORTH 45°23'22" EAST (NORTH 45°22'10" EAST PER SAID MAP) A DISTANCE OF 5.43 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 85°12'39" EAST A DISTANCE OF 23.94 FEET; THENCE NORTH 52°46'53" EAST A DISTANCE OF 138.71 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 14; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 40°28'13" EAST (NORTH 40°28'32" WEST PER SAID MAP) A DISTANCE OF 86.36 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 14; THENCE ALONG THE SOUTHEASTERLY LINE THEREOF SOUTH 51°44'46" WEST A DISTANCE OF 160.09 FEET (NORTH 51°41'16" EAST A DISTANCE OF 160.18 FEET PER SAID MAP) TO THE **POINT OF BEGINNING**.

CONTAINING: 3,917 SQ. FT. OR 0.090 ACRE, MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

February 9, 2011
Sheet 2 of 2

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN
CONFORMANCE WITH THE LAND SURVEYORS' ACT.


B. SCOTT EDKINS
LS 7696

2/10/2011
DATE



LEGEND

- INDICATES REMAINDER PARCEL
AREA = 3,917 SQ. FT. OR 0.090 ACRE
- POB** INDICATES POINT OF BEGINNING
- () INDICATES RECORD DATA PER TRACT 16178
- (R) INDICATES RADIAL BEARING
- [A]** LANDSCAPE MAINTENANCE AGREEMENT PER
INST. 141902, RECORDED MAY 20, 1987
- [B]** EASEMENT TO GENERAL TELEPHONE CO. PER
INST. NO. 117514, RECORDED APRIL 29, 1987
- [C]** 10' WIDE EASEMENT FOR WATERLINES FOR FIRE
PROTECTION PER INST. 225972, RECORDED
JULY 6, 1989
- [D]** 15' WIDE DRAINAGE EASEMENT PER TRACT 16178



VICINITY MAP



B. Scott Edkins 2/10/2011
 B. SCOTT EDKINS, LS 7696 DATE

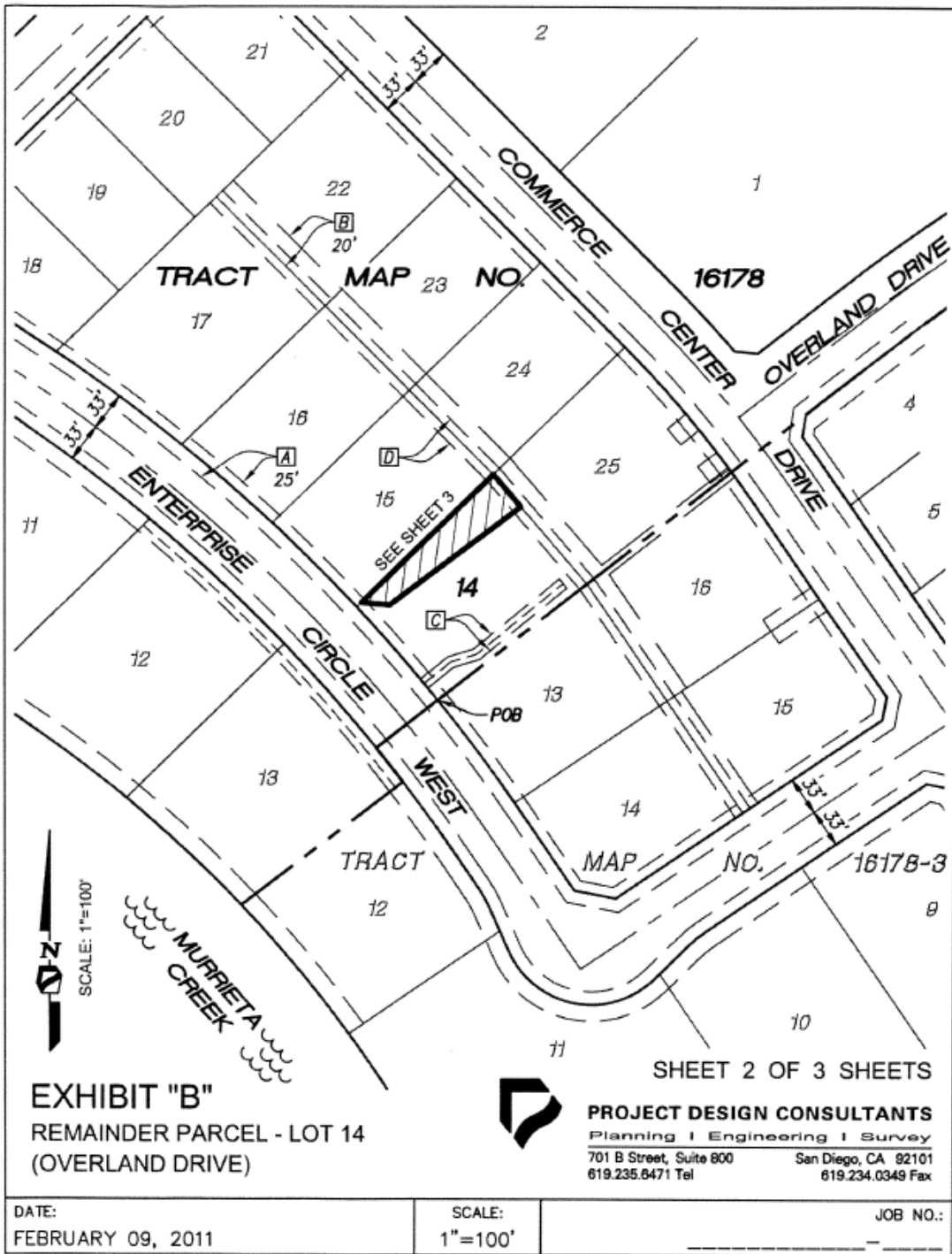
EXHIBIT "B"
 REMAINDER PARCEL - LOT 14
 (OVERLAND DRIVE)



SHEET 1 OF 3 SHEETS

PROJECT DESIGN CONSULTANTS
 Planning | Engineering | Survey
 701 B Street, Suite 800 San Diego, CA 92101
 619.235.6471 Tel 619.234.0348 Fax

DATE: FEBRUARY 09, 2011	SCALE: N.T.S.	JOB NO.: _____
----------------------------	------------------	-------------------



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 _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

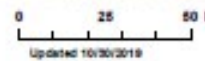
Exhibit "C" Landscaping Distressed During Construction



Commerce Center Drive & Enterprise Circle West
(Landscaping Distressed During Construction)



This map is maintained by City of Temecula GIS. Data and information represented on this map are subject to update and modification. The City of Temecula assumes no warranty or legal responsibility for the information contained on this map. This map is not for reprint or resale. Visit the City of Temecula GIS online at <http://temeclacities.gov/gis>

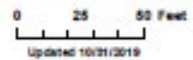




Commerce Center Drive & Rider Way
(Landscaping Distressed During Construction)



This map is maintained by City of Temecula GIS. Date and information represented on this map are subject to update and modification. The City of Temecula assumes no warranty or legal responsibility for the information contained on this map. This map is not for reprint or resale. Visit the City of Temecula GIS online at <https://temeculacalifornia.gov/gis>





Enterprise Circle West
(Landscaping Distressed During Construction)



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0 25 50 Feet
Updated 8/30/2019



Commerce Center Drive
(Landscaping Distressed During Construction)



Exhibit "D"
Copy of Recorded Second Amendment to CC&Rs

PLEASE COMPLETE THIS INFORMATION
 RECORDING REQUESTED BY:
 Fiore, Racobs & Powers


AND WHEN RECORDED MAIL TO:
 Fiore, Racobs & Powers
 6820 Indiana Avenue, Suite 140
 Riverside, CA 92506

2021-0166996

03/16/2021 03:37 PM Fee: \$ 101.00

Page 1 of 5

Recorded in Official Records
 County of Riverside
 Peter Aldana
 Assessor-County Clerk-Recorder

S								FD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
					T:	CTY	UNI		

Space above this line for recorder's use only

SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR RANCON COMMERCE CENTER, PHASES 2, 3 & 4, INC.

Title of Document

TRA: _____

DTT: _____

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
 (\$3.00 Additional Recording Fee Applies)

ACR 236 (Rev. 03/2008)

**SECOND AMENDMENT TO DECLARATION OF PROTECTIVE
COVENANTS FOR RANCON COMMERCE CENTER,
PHASES 2, 3 & 4, INC.**

This Second Amendment to Declaration of Protective Covenants for Rancon Commerce Center, Phases 2, 3 & 4, Inc. ("Second Amendment"), is made by Rancon Commerce Center, Phases 2, 3 & 4, Inc. ("Association").

The Association is the owners' association having jurisdiction over that certain development (collectively, the "Development") located in the City of Temecula, County of Riverside, State of California, and more particularly described as:

Tract No. 16178 in the County of Riverside, State of California, as per Map recorded in Book 160, pages 102 through 104, of Maps, in the Office of the County Recorder of Riverside County, California.

Includes Lot 6 of Tract 17168, which Lot was subdivided into Parcels 1 and 2 of Parcel Map 24762 as per Map recorded in Book 172, pages 90 through 91, of Parcel Maps, in the Office of the County Recorder of Riverside County, California

Tract No. 16178-2 in the County of Riverside, State of California, as per Map recorded in Book 160, pages 96 through 98, of Maps, in the Office of the County Recorder of Riverside County, California.

Tract No. 16178-3 (except Lot 1 of Tract 16178-3) in the County of Riverside, State of California, as per Map recorded in Book 160, pages 99 through 101, of Maps, in the Office of the County Recorder of Riverside County, California.

Includes Lot 11 of Tract 17168-3, which Lot was subdivided into Parcels 1 and 2 of Parcel Map 29406 as per Map recorded in Book 200, pages 7 through 8, of Parcel Maps, in the Office of the County Recorder of Riverside County, California.

The Development includes the properties subject to the Declaration of Protective Covenants for Rancon Commerce Center, Phases 2, 3 & 4, Inc., recorded October 14, 1986, as Instrument No. 254851, in the Official Records of Riverside County, California ("CC&Rs"); and the Amendment of Declaration of

Protective Covenants for Rancon Commerce Center, Phases 2, 3 & 4, Inc., recorded May 20, 1987, as Instrument No. 141902 ("Amendment").

The properties are currently subject to the CC&Rs. The CC&Rs may be amended by their own terms pursuant to Article 9, Section 9.2.1, by not less than 66-2/3 percent of the net acres of the Association.

NOW, THEREFORE, pursuant to the votes of members constituting at least 66-2/3 percent of the Association's total voting power, the CC&Rs are hereby amended as follows:

Add a new Article 18 to the CC&Rs:

ARTICLE 18

DE-ANNEXATION

18.1 Conflicts. The provisions of this Article 18 shall control over any contrary provisions in this Declaration.

18.2 Property Which May Be De-annexed. The Board of Directors, with the consent of the City of Temecula, has the authority (without conducting a membership vote and without obtaining the approval of the County of Riverside) to de-annex one or more Lots, or a portion of a Lot or Lots, from the Park (and coverage by some or all of the provisions of this Declaration) and in connection therewith modify the Association's Common Area, Landscape Maintenance Areas and Storm Drain System Easement maintenance obligations where the City of Temecula or other governmental agency invokes or threatens to invoke its condemnation power to either (a) acquire title to one or more Lots or a portion thereof; or (b) strip or remove the Declaration from the chain of title to a Lot or Lots or portion thereof. The de-annexation power granted to the Board is a discretionary power. The Board may choose to exercise the power upon such terms and conditions as the Board believes appropriate. Potential conditions include, but are not limited to, imposing covenants to restrict future use of the de-annexed property for the benefit of the Lots, Common Areas and Association-maintained areas within the Park; requiring a lump sum payment to compensate for loss of assessment revenue; granting easements to the Association to facilitate access and maintenance of remaining Common Areas, Association Landscape Areas or Storm Drain System Easement areas; requiring payment of the cost to reconfigure landscaping, irrigation and drainage improvements; and transferring Association-maintenance obligations.

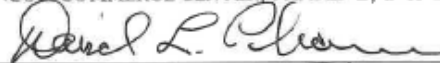
18.3 De-annexation Procedure. The de-annexation process shall be accomplished by recording an amendment to the Declaration removing one or more Lots or portions thereof from coverage by all or part of this Declaration. The amendment shall also describe any alteration to the Association's Common Area, Landscape Maintenance Areas or Storm Drain System Easement with regard to the de-annexed property. The amendment must be executed by the Association President and include a certificate of the Association's Secretary confirming the amendment was approved by at least a majority of the Association's Board of Directors and the City of Temecula.

18.4 Adjustment to Calculation of Assessments and Voting Rights. A de-annexation amendment shall include a new Lot Assessment Schedule to replace CC&R Exhibit F and a new Net Acreage Per Lot schedule to replace CC&R Exhibit E, which new schedules will take effect upon recordation of the de-annexation amendment or such later as set forth in the recorded de-annexation amendment. The new Lot Assessment Schedule shall be calculated based on each remaining Lot's relative Net Acreage as compared to the revised total Net Acreage within the Park. Net Acreage shall be determined in accordance with CC&R Section 1.24. The restrictions on assessment increases set forth at CC&R Section 5.2.2 shall not apply to an increase in assessments resulting from de-annexation and adjustment of the Lot Assessment Schedule.

IN WITNESS WHEREOF, the undersigned, as the duly appointed President of Rancon Commerce Center, Phases 2, 3 & 4, Inc., a California nonprofit mutual benefit corporation, hereby certifies that the foregoing Second Amendment was duly and properly approved by the requisite majority of the Association's membership.

Dated: 02/23/2021

RANCON COMMERCE CENTER, PHASES 2, 3 & 4, INC.



Name Printed: David L. Phares
Its President

ACKNOWLEDGMENT

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 February 23, 2021, before me, Kathryn L. Hunter, a Notary Public, personally appeared David L. Phares, 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~~ he ~~she~~ she ~~they~~ they executed the same in ~~his~~ his ~~her~~ her ~~their~~ their authorized capacity(ies), and that by ~~his~~ his ~~her~~ her ~~their~~ 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.

Kathryn L. Hunter



Exhibit "E"
Estimate for Replacement of Monument Walls

Miko Mountainlion Inc.
 30165 Mickelson Way
 Murrieta, CA 92563 US
 (951) 852-5006
 MikoMountainlion@gmail.com

Estimate



ADDRESS
Mr. Rodney Tidwell City of Temecula 41000 Main St. Temecula, California 92590 U.S.A

ESTIMATE #	DATE
1157	02/07/2018

LOCATION
 Overland Dr. & Commerce Center

ACTIVITY	QTY	RATE	AMOUNT
Remove and relocate * Estimate Include: - (2) Mobilization - Mobilize All Equipment and Material Necessary to complete scope of work. - (2) Excavation for footings, poured and placed walls with steal rebar reinforcement - (2) cast in place concrete business center signs walls. Poured and Placed walls with rebar reinforcement concrete. includes dimensions (2) 26 ft long x 8" wide, 2" to 4" ft high.. Includes 8" inch corrugated imprint design and letters (Commerce Park). FRONT SIDE ONLY. See attached photos. - Includes all time, material, labor, hardware and supervision to complete job. * Does Not Include Demo	2	15,500.00	31,000.00

Any questions please call Mike Monteleone Jr. @ 951-852-5006. TOTAL **\$31,000.00**

Accepted By

Accepted Date

Photographs of Removed Monument Signs

