

EXHIBIT "A"  
LEGAL DESCRIPTION  
0066-013A

BEING A PORTION OF GRANT DEED RECORDED MARCH 31, 2011 AS DOCUMENT NUMBER 2011-0142516, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA LYING WITHIN GOVERNMENT LOT 9 OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE CENTERLINE OF TEMESCAL CANYON ROAD (40.00 FOOT WESTERLY HALF-WIDTH) AS DESCRIBED BY DEED BOOK 867, PAGES 45 THROUGH 47, INCLUSIVE, SAID OFFICIAL RECORDS, WITH THE CENTERLINE OF FOSTER ROAD AS SHOWN ON TRACT MAP NUMBER 2677, ON FILE IN BOOK 49, PAGES 1 AND 2 OF MAPS, RECORDS OF SAID RECORDER, BEING A POINT ON THE SOUTH LINE OF SAID GOVERNMENT LOT 9 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,999.89 FEET AND AN INITIAL RADIAL BEARING OF NORTH 79°27'47" EAST;

THENCE NORTHERLY ALONG SAID CENTERLINE OF TEMESCAL CANYON ROAD AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 02°00'00", AN ARC DISTANCE OF 69.81 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE OF TEMESCAL CANYON ROAD NORTH 12°32'13" WEST, A DISTANCE OF 281.00 FEET;

THENCE SOUTH 77°27'47" WEST, A DISTANCE OF 40.00 FEET TO THE EASTERLY-MOST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY INSTRUMENT NUMBER 2011-0142516, RECORDED MARCH 31, 2011, SAID OFFICIAL RECORDS, BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID TEMESCAL CANYON ROAD AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 61°36'33" WEST ALONG THE SOUTHERLY LINE OF SAID INSTRUMENT NUMBER 2011-0142516, A DISTANCE OF 7.37 FEET;

THENCE NORTH 17°54'06" WEST A DISTANCE OF 42.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1,148.00 FEET;

THENCE NORTHERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 06°25'09", AN ARC LENGTH OF 128.62 FEET TO THE NORTHERLY LINE OF SAID INSTRUMENT NUMBER 2011-0142516;

THENCE NORTH 87°38'12" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 17.44 FEET RETURNING TO A POINT ON SAID WESTERLY RIGHT OF WAY LINE, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1,539.92 FEET AND AN INITIAL RADIAL BEARING OF SOUTH 79°45'33" WEST;

THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 02°17'46", AN ARC DISTANCE OF 61.71 FEET;

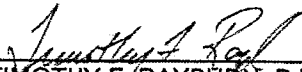
THENCE SOUTH 12°32'13" EAST, A DISTANCE OF 104.35 FEET TO THE **TRUE POINT OF BEGINNING**;

PARCEL CONTAINS 2,275 SQUARE FEET, OR 0.052 ACRES MORE OR LESS.

EXHIBIT "A"  
LEGAL DESCRIPTION  
0066-013A

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000052527 TO OBTAIN GROUND DISTANCE.

PREPARED UNDER MY SUPERVISION:

  
TIMOTHY F. RAYBURN, P.L.S. 8455

10/27/2017  
DATED:



# EXHIBIT "B"

(0066-013A)  
VICINITY MAP

APN 282-121-007

PARCEL  
0066-013A

2,275 SQ. FT.  
0.052 AC.

**T.P.O.B.**

E'LY-MOST CORNER  
INST. NO. 2011-0142516  
REC. 3/31/2011

APN 282-121-009

APN 282-121-006

$\Delta=02^{\circ}00'00''$   
 $R=1999.89'$   
 $L=69.81'$   
 $T=34.91'$

**P.O.C.**

CENTER LINE  
INTERSECTION

$N79^{\circ}27'47''E (R)$



SEC. 21, T. 4 S.,  
R. 6 W., S.B.M.

$S77^{\circ}27'47''W$   
40.00'

TEMESCAL  
CANYON ROAD

$N12^{\circ}32'13''W$  385.36'

281.00'

FOSTER  
ROAD

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000052527

PCL No.: 0066-013A

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
SURVEY DIVISION

WO No.: C6-0066

PROJECT: TEMESCAL CANYON ROAD WIDENING

SCALE: NTS

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

PREPARED BY: JAM

DATE: OCTOBER, 2017

APPROVED BY:

DATE:

10/27/2017

SHEET 1 OF 2



# EXHIBIT "B"

FRACTIONAL  
SEC. 21, T. 4 S., R. 6 W., S.B.M.

(0066-013A)

APN 282-121-007

SLY LINE OF DEED TO DOYLE V. HILL  
FILED AS INST. #85326 REC. 8/20/1969

LINE TABLE		
NUMBER	DIRECTION	LENGTH
1	S 61°36'33" W	7.37'
2	N 17°54'06" W	42.87'
4	N 87°38'12" E	17.44'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	TANGENT	RADIAL (R)
3	1148.00'	06°25'09"	128.62'	64.38'	S 78°31'03" W
5	1539.92'	02°17'46"	61.71'	30.86'	S 79°45'33" W

### RIGHT OF WAY NOTES

- ① R/W PER O.R. BOOK 867  
PGS 45-47 REC. 7/22/1930
- ② R/W PER O.R. BOOK 1406  
PGS 243-244 REC. 10/08/1952

PARCEL  
0066-013A  
2,275 SQ. FT.  
0.052 AC.

( ) = INDICATES RECORD DATA PER  
DOC. #2011-0142516 REC. 3/31/2011

GRANT DEED  
DOC. #2011-0142516  
REC. 3/31/2011

|||| INDICATES RESTRICTED ACCESS

APN  
282-121-008

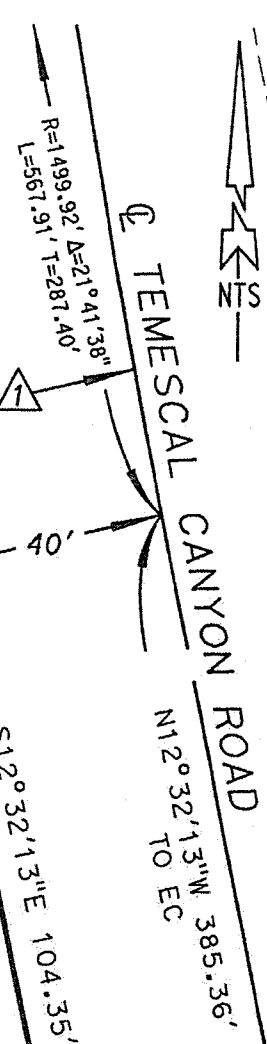
SE CORNER OF DEED TO EULA G. CROSBIE  
O.R. BOOK 531 PAGE 224 REC. 1/29/1942

S 61°36'33" W  
39.43'

S 87°47'12" E 239.15' (S 88°26'54" E 238.07')  
SLY LINE OF DEED FILED IN O.R. BOOK 531 PAGE 224  
REC. 1/29/1942

APN  
282-121-009

T.P.O.B.



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000052527	
PCL No.: 0066-013A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: C6-0066	PROJECT: TEMESCAL CANYON ROAD WIDENING
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: JAM	APPROVED BY: <i>Timothy F. Rayburn</i>
DATE: OCTOBER, 2017	DATE: 10/27/2017
SHEET 2 OF 2	

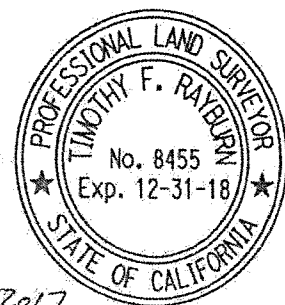


EXHIBIT "A"  
LEGAL DESCRIPTION  
0066-013B

BEING A PORTION OF GRANT DEED RECORDED MARCH 31, 2011 AS DOCUMENT NUMBER 2011-0142516, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA LYING WITHIN GOVERNMENT LOT 9 OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE CENTERLINE OF TEMESCAL CANYON ROAD (40.00 FOOT WESTERLY HALF-WIDTH) AS DESCRIBED BY DEED BOOK 867, PAGES 45 THROUGH 47, INCLUSIVE, SAID OFFICIAL RECORDS, WITH THE CENTERLINE OF FOSTER ROAD AS SHOWN ON TRACT MAP NUMBER 2677, ON FILE IN BOOK 49, PAGES 1 AND 2 OF MAPS, RECORDS OF SAID RECORDER, BEING A POINT ON THE SOUTH LINE OF SAID GOVERNMENT LOT 9 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,999.89 FEET AND AN INITIAL RADIAL BEARING OF NORTH 79°27'47" EAST;

THENCE NORTHERLY ALONG SAID CENTERLINE OF TEMESCAL CANYON ROAD AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 02°00'00", AN ARC DISTANCE OF 69.81 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE OF TEMESCAL CANYON ROAD NORTH 12°32'13" WEST, A DISTANCE OF 281.00 FEET;

THENCE SOUTH 77°27'47" WEST, A DISTANCE OF 40.00 FEET TO THE EASTERLY-MOST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY INSTRUMENT NUMBER 2011-0142516, RECORDED MARCH 31, 2011, SAID OFFICIAL RECORDS, BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID TEMESCAL CANYON ROAD;

THENCE SOUTH 61°36'33" WEST ALONG THE SOUTHERLY LINE OF SAID INSTRUMENT NUMBER 2011-0142516, A DISTANCE OF 7.37 FEET;

THENCE NORTH 17°54'06" WEST, A DISTANCE OF 42.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1,148.00 FEET;

THENCE NORTHERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 05°22'39", AN ARC LENGTH OF 107.75 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 77°28'34" WEST ALONG A RADIAL LINE, A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1,153.00 FEET AND AN INITIAL RADIAL BEARING OF SOUTH 77°28'34" WEST;

THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 00°44'43", AN ARC LENGTH OF 15.00 FEET;

EXHIBIT "A"  
LEGAL DESCRIPTION  
0066-013B

THENCE NORTH 78°13'17" EAST ALONG A RADIAL LINE, A DISTANCE OF 5.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,148.00 FEET AND AN INITIAL RADIAL BEARING OF SOUTH 78°13'17" WEST;

THENCE SOUTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 00°44'43", AN ARC LENGTH OF 14.94 FEET TO THE **TRUE POINT OF BEGINNING;**

PARCEL CONTAINS 75 SQUARE FEET, OR 0.002 ACRES MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000052527 TO OBTAIN GROUND DISTANCE.

PREPARED UNDER MY SUPERVISION:

  
\_\_\_\_\_  
TIMOTHY F. RAYBURN, P.L.S. 8455

10/27/2017  
\_\_\_\_\_  
DATED:



# EXHIBIT "B"

(0066-013B)  
VICINITY MAP

APN 282-121-007

PARCEL  
0066-013B

APN  
282-121-008 75 SQ. FT.  
0.002 AC.

GRANT DEED  
DOC. #2013-0338833 T.P.O.B.  
REC. 07/15/2013

PARCEL  
0066-013A

APN 282-121-009

APN 282-121-006

R=1999.89'  
A=02°00'00"  
L=69.81'  
T=34.91'

N79°27'47"E (R)

TEMESCAL CANYON ROAD  
N12°32'13"W 385.36'  
281.00'

FOSTER ROAD

P.O.C.  
INTERSECTION



FRACTIONAL SEC. 21  
T. 4 S., R. 6 W., S.B.M.

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000052527

PCL No.: 0066-013B

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
SURVEY DIVISION

WO No.: C6-0066

PROJECT: TEMESCAL CANYON ROAD WIDENING

SCALE: NTS

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

PREPARED BY: K.L.G.

DATE: OCTOBER, 2017

APPROVED BY:

*Timothy F. Rayburn*

DATE:

10/27/2017

SHEET 1 OF 2



# EXHIBIT "B"

(0066-013B)

FRACTIONAL SEC. 21,  
T. 4 S., R. 6 W., S.B.M.

APN  
282-121-007

SLY LINE OF DEED TO DOYLE V. HILL  
FILED AS INST. #85326 REC. 8/20/1969

LINETABLE		
NUMBER	DIRECTION	LENGTH
1	S 61°36'33" W	7.37'
2	N 17°54'06" W	42.87'
4	S 77°28'34" W (R)	5.00'
6	N 78°13'17" E (R)	5.00'

PARCEL  
0066-013B

75 SQ. FT.  
0.002 AC.

S 77°28'34" W (R)  
R=1,148.00'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	TANGENT	RADIAL (R)
3	1148.00'	05°22'39"	107.75'	53.91'	N/A
5	1153.00'	00°44'43"	15.00'	7.50'	S 77°28'34" W
7	1148.00'	00°44'43"	14.94'	7.47'	S 78°13'17" W

T.P.O.B.

### RIGHT OF WAY NOTES

- ① R/W PER O.R. BOOK 867  
PGS 45-47 REC. 7/22/1930
- ② R/W PER O.R. BOOK 1406  
PGS 243-244 REC. 10/08/1952

( ) = INDICATES RECORD DATA PER  
DOC. #2011-0142516 REC. 3/31/2011

|||| INDICATES RESTRICTED ACCESS

SE CORNER OF DEED TO EULA G. CROSBIE  
O.R. BOOK 531 PAGE 224 REC. 1/29/1942

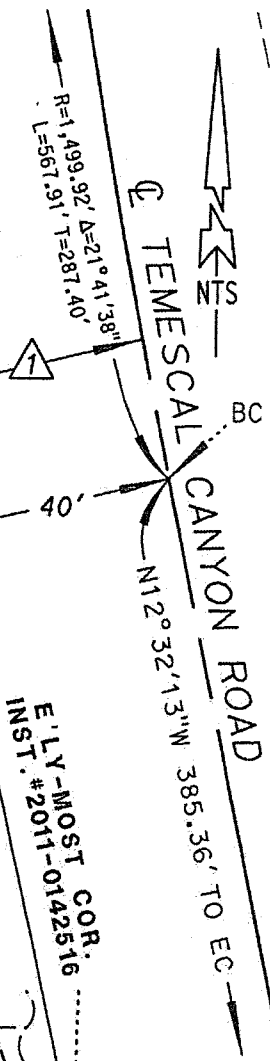
S 87°47'12"E 239.15' (S 88°26'54"E 238.07')  
SLY LINE OF DEED FILED IN O.R. BOOK 531 PAGE 224  
REC. 1/29/1942

GRANT DEED  
DOC. #2011-0142516  
REC. 3/31/2011

APN  
282-121-008

PARCEL  
0066-013A

APN  
282-121-009



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000052527

PCL No.: 0066-013B

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
SURVEY DIVISION

WO No.: C6-0066

PROJECT: TEMESCAL CANYON ROAD WIDENING

SCALE: NTS

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

PREPARED BY: K.L.G.

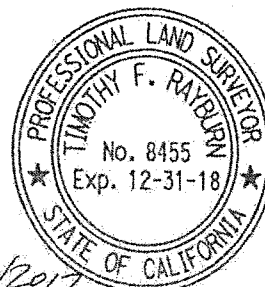
DATE: OCTOBER, 2017

APPROVED BY:

*Timothy F. Rayburn*

DATE: 10/27/2017

SHEET 2 OF 2





ATTACHMENT "3"

Form of Easement Deeds

1  
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1. A portion of APN: 282-121-008; Parcel 0066-013A for road purposes in favor of the County of Riverside
2. A portion of APN: 282-121-008, Parcel 0066-013B for drainage purposes in favor of the County of Riverside

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

**FREE RECORDING**

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

SV:jb/111417/461TR/19.346

(Space above this line for Recorder's use)

PROJECT: TEMESCAL CANYON-DOS LAGOS  
PARCEL: 0066-013A  
APN: 282-121-008 (PORTION)

## EASEMENT DEED

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

JOHN SOLDAT, a single man

Grant(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California,  
an easement for public road and utility purposes, including drainage purposes, over, upon,  
across and within the real property in the County of Riverside, State of California, as more  
particularly described as:

See Exhibits "A" and "B" attached hereto  
and made a part hereof

PROJECT: TEMESCAL CANYON--DOS LAGOS  
PARCEL: 0066-013A  
APN: 282-121-008 (PORTION)

Dated: \_\_\_\_\_

GRANTOR:  
JOHN SOLDAT, a single man

\_\_\_\_\_  
John Soldat

**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 \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a 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 \_\_\_\_\_

Place Notary Seal Above

PROJECT: TEMESCAL CANYON--DOS LAGOS  
PARCEL: 0066-013A  
APN: 282-121-008 (PORTION)

PUBLIC ROAD AND UTILITY EASEMENT

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

THIS IS TO CERTIFY that the interest in real property granted by the easement deed dated \_\_\_\_\_, from JOHN SOLDAT, a single man, to the COUNTY OF RIVERSIDE, is hereby accepted for the purpose of vesting title in the County of Riverside on behalf of the public for public road, drainage and utility purposes, and will be included into the County Maintained Road System by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

COUNTY OF RIVERSIDE  
Patricia L. Romo, Director of Transportation

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

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

**FREE RECORDING**

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

SV:jb/111417/461TR/19.345

(Space above this line for Recorder's use)

PROJECT: TEMESCAL CANYON-DOS LAGOS  
PARCEL: 0066-013B  
APN: 282-121-008 (PORTION)

## EASEMENT DEED

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

JOHN SOLDAT, a single man

Grant(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California,  
an easement for drainage purposes, over, upon, across and within the real property in the  
County of Riverside, State of California, as more particularly described as:

See Exhibits "A" and "B" attached hereto  
and made a part hereof

1 PROJECT: TEMESCAL CANYON-DOS LAGOS  
2 PARCEL: 0066-013C  
3 APN: 282-121-008 (portion)  
4

5 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

6 This Non-Exclusive Temporary Construction Access Agreement ("Agreement")  
7 is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the  
8 State of California, ("County") and JOHN SOLDAT, a single man, ("Grantor"). County  
9 and Grantor are sometimes collectively referred to as "Parties."

10 1. RIGHTS GRANTED. The right is hereby granted to County, its officers,  
11 agents and employees, and all persons under contract with the County, to enter upon  
12 and use the land of Grantor in the County of Riverside, State of California, described  
13 as a portion of Assessor's Parcel Number 282-121-008, highlighted on Attachment "1,"  
14 attached hereto ("Property"), and made a part hereof, for the purpose of constructing  
15 the Temescal Canyon-Dos Lagos Project ("Project"). The rights granted herein include  
16 the full right and authority to enter upon the temporary construction access area with  
17 machinery, trucks, tools and other equipment that is useful or necessary to construct  
18 and access the Project. County agrees there will be no storage or staging within the  
19 temporary construction access area.

20 2. AFFECTED PARCEL. The temporary construction access, used during  
21 construction of the Project, is referenced as Parcel No. 0066-013C consisting of  
22 approximately 0.069 acres or 3,006 square feet as designated on Attachment "2,"  
23 attached hereto, and made a part hereof ("TCA Area").

24 3. COMPENSATION. County shall pay to the order of Grantor the sum of  
25 Five Thousand Six Hundred Eighty-One Dollars (\$5,681.00) for the right to enter upon  
26 and use the TCA Area in accordance with the terms hereof.

27 4. TERM/NOTICE TO GRANTOR. County shall provide a thirty (30) day  
28 written notice to Grantor prior to using the rights herein granted. The rights herein

MAR 27 2018 3.14

1 granted may be exercised for eighteen (18) months from the thirty (30) day written  
2 notice, or until completion of said Project, whichever occurs later.

3 5. If the County desires to extend the term of this Agreement, Grantor and  
4 the County shall negotiate in good faith for an extension of the terms herein until the  
5 actual completion of the Project. Upon the expiration of the term (including any  
6 extensions thereto), the rights granted by this Agreement shall automatically terminate  
7 and be of no further force and effect.

8 6. EQUIPMENT. It is understood that the County may enter upon the TCA  
9 Area where appropriate or designated for the purpose of getting equipment to and from  
10 the TCA Area. County agrees not to damage the TCA Area in the process of  
11 performing such activities.

12 7. REMOVAL OR DISPOSAL. INTENTIONALLY DELETED.

13 8. GRANTOR'S USE OF CONTRACTORS. INTENTIONALLY DELETED.

14 9. COUNTY TO PROTECT OR REPLACE. The County agrees to restore  
15 or repair any damage to the Property that results from the County's activities under this  
16 Agreement.

17 10. DEBRIS REMOVED. At the termination of the period of use of TCA Area  
18 by County, but before its relinquishment to Grantor, debris generated by County's use  
19 will be removed and the surface will be graded and left in a neat condition.

20 11. INDEMNIFICATION. The County shall indemnify, defend and hold  
21 Grantor, its agents, employees, successors and assigns harmless from any and all  
22 liability, claim, loss, lien or damage proximately caused by the County, its officers,  
23 agents, or employees and arising out of the County's activities under this Agreement.

24 12. OWNERSHIP. Grantor hereby warrants that it is the owner of the  
25 Property and that it has the right to grant County permission to enter upon and use the  
26 Property.

27 13. ENTIRE AGREEMENT. This Agreement is the result of negotiations  
28 between the Parties hereto. This Agreement is intended by the Parties as a final

1 expression of their understanding with respect to the matters herein and is a complete  
2 and exclusive statement of the terms and conditions thereof. This Agreement  
3 supersedes any and all other prior agreements or understandings, oral or written, in  
4 connection therewith. No provision contained herein shall be construed against the  
5 County solely because it provided or prepared this Agreement.

6 14. MODIFICATIONS IN WRITING. This Agreement shall not be changed,  
7 modified, or amended except upon the written consent of the parties hereto.

8 15. SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in  
9 interest, shall be bound by all the terms and conditions contained in this Agreement,  
10 and all the parties thereto shall be jointly and severally liable thereunder.

11 16. TITLES AND HEADINGS. Titles and headings to articles, paragraphs or  
12 subparagraphs herein are for the purpose of convenience and reference only, and shall  
13 in no way limit, define or otherwise affect the provisions of this Agreement.

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1 17. GOVERNING LAW AND VENUE. This Agreement shall be governed by  
2 the laws of the State of California. Any action at law or in equity brought by either of  
3 the Parties hereto for the purpose of enforcing a right or rights providing for by this  
4 Agreement shall be tried in a court of competent jurisdiction in the County of Riverside,  
5 State of California, and the Parties hereby waive all provisions of law providing for a  
6 change of venue in such proceedings to any other county.

7 18. COUNTERPARTS. This Agreement may be signed in counterpart or  
8 duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a  
9 signed original for all purposes.

10 In Witness Whereof, the Parties have executed this Agreement the day and year  
11 last below written.


12 Dated: MAR 27 2018

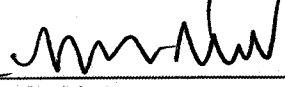
13 COUNTY:

GRANTOR:

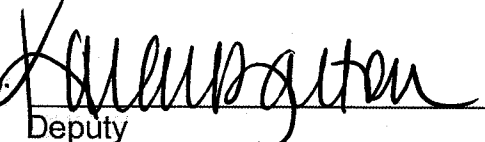
14 COUNTY OF RIVERSIDE, a political  
15 subdivision of the State of California

JOHN SOLDAT, a single man

16 By:   
17 Chairman  
18 Board of Supervisors **CHUCK WASHINGTON**

By:   
John Soldat

19 ATTEST:  
20 Kecia Harper-Ihem  
21 Clerk of the Board

22 By:   
23 Deputy

24 APPROVED AS TO FORM:  
25 Gregory P. Priamos, County Counsel

26 By:   
27 Deputy County Counsel

28 SV:jb/111417/461TR/19.344

ATTACHMENT "1"  
ASSESSOR'S PLAT MAP

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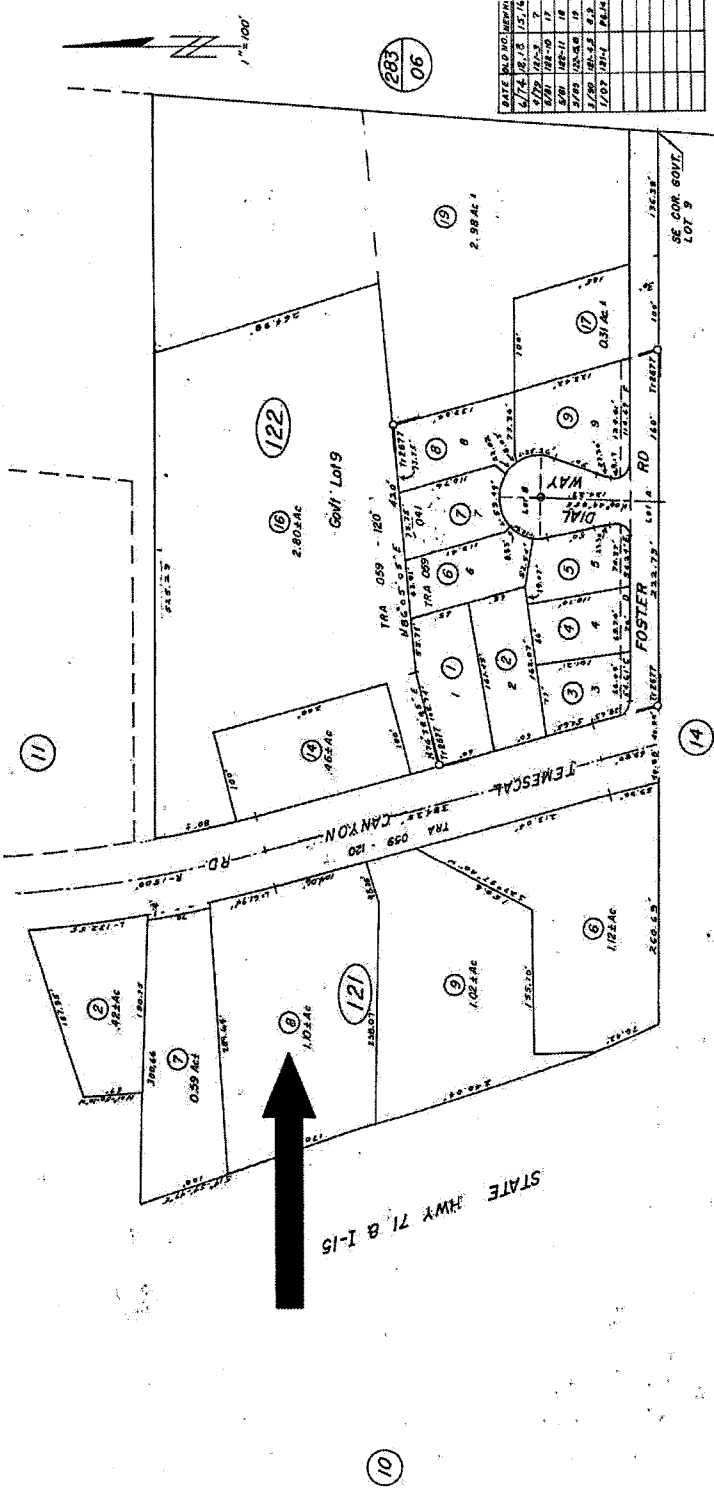
10-35-5  
282-12

T.R.A. 059-120  
059-041

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE PLOTS SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

THIS MAP IS FOR  
ASSESSMENT PURPOSES ONLY

JAN 20 2007



DATE	OLD NO.	NEW NO.	REASON
1/1/74	121	121	
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M.B. 49/1-2 Tract No. 2677

ASSESSOR'S MAP # 282 PG 12  
RIVERSIDE COUNTY, CALIF.

DATA: R. S. 35/48, 47/50, 48/52

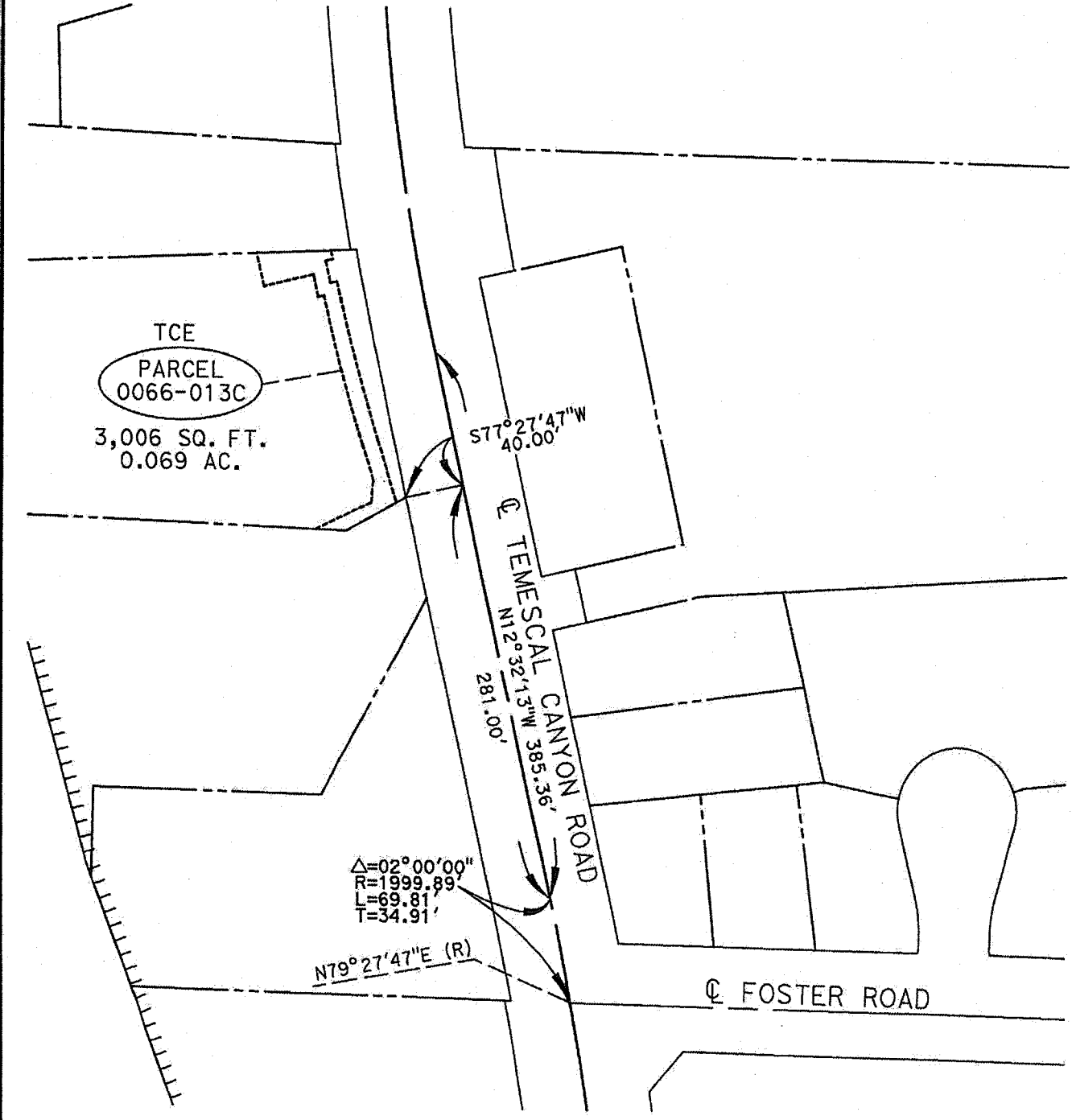
ATTACHMENT "2"  
TEMPORARY ACCESS PLAT MAP

Parcel No. 0066-013C

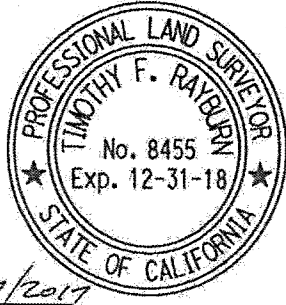
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# EXHIBIT "B"

(0066-013C)



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000052527	
PCL No.: 0066-013C	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: C6-0066	PROJECT: TEMESCAL CANYON ROAD WIDENING
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: H. FINN	APPROVED BY: <i>Timothy F. Rayburn</i>
DATE: OCTOBER, 2017	DATE: 10/27/2017
SHEET 1 OF 2	

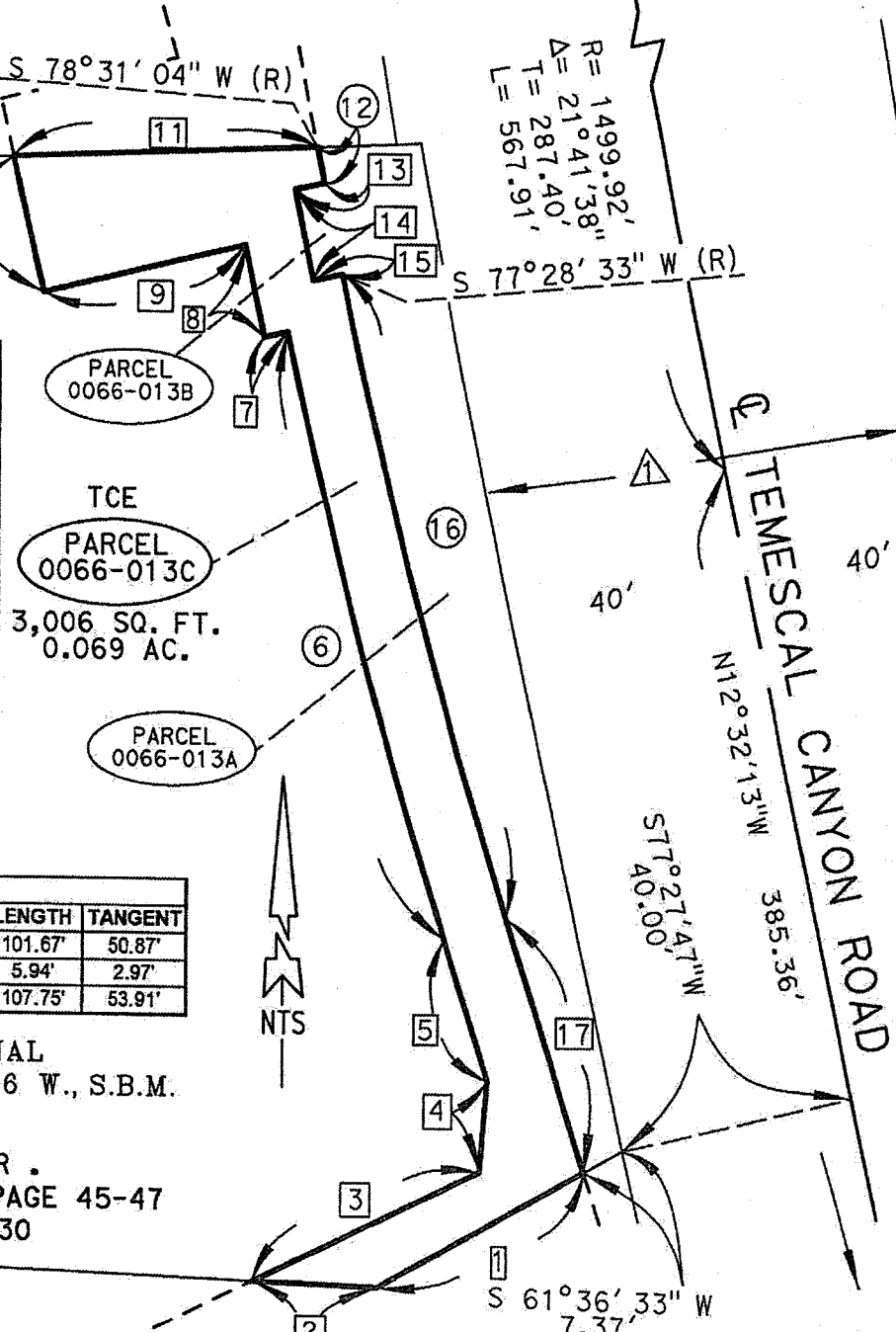


# EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT  
(0066-013C)

APN 282-121-007

NUMBER	DIRECTION	LENGTH
1	S 61°36'33" W	39.43'
2	N 87°47'12" W	21.08'
3	N 64°56'25" E	42.15'
4	N 5°06'08" E	14.70'
5	N 17°54'06" W	24.03'
7	S 77°07'27" W (R)	4.00'
8	N 12°30'16" W	15.07'
9	S 76°46'18" W	34.78'
10	N 13°13'42" W	22.37'
11	N 87°38'12" E	51.01'
13	S 78°13'17" W (R)	5.00'
14	S 12°09'05" E	15.00'
15	N 77°28'34" E	5.00'
17	S 17°54'06" E	42.87'



$R = 1499.92'$   
 $\Delta = 21^\circ 41' 38''$   
 $T = 287.40'$   
 $L = 567.91'$

APN 282-121-008

NUMBER	RADIUS	DELTA	LENGTH	TANGENT
6	1159.00'	5°01'33"	101.67'	50.87'
12	1148.00'	0°17'47"	5.94'	2.97'
16	1148.00'	5°22'39"	107.75'	53.91'

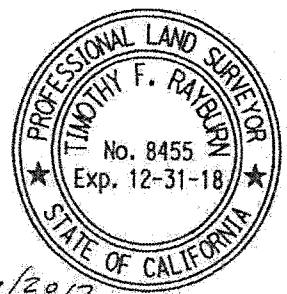
FRACTIONAL  
SEC. 21, T. 4 S., R. 6 W., S.B.M.

RIGHT-OF-WAY PER  
 DEED BOOK 867, PAGE 45-47  
 REC. JULY 22, 1930

APN 282-121-009

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000052527

PCL No.: 0066-013C	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: C6-0066	PROJECT: TEMESCAL CANYON ROAD WIDENING
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: H.FINN	APPROVED BY: <i>Timothy F. Rayburn</i>
DATE: OCTOBER, 2017	DATE: 10/27/2017
SHEET 2 OF 2	



1 PROJECT: Temescal Canyon-Dos Lagos  
2 PARCEL: 0066-015A  
3 APN: 282-121-002 (portion)  
4

5 **RIGHT OF WAY ACQUISITION AGREEMENT**

6 This Right of Way Acquisition Agreement, ("Agreement"), is made by and  
7 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California  
8 ("County"), and HAROLD R. NOELL, Trustees of Harold R. Noell, Trustee of the Harold  
9 R. Noell Declaration of Trust dated June 11, 2003, ("Grantor"). County and Grantor are  
10 sometimes collectively referred to as "Parties."

11 **RECITALS**

12 WHEREAS, Grantor owns that certain real property located on the west side of  
13 Temescal Canyon Road, 5 parcels north of Foster Road, within the unincorporated  
14 county area of Temescal Valley, County of Riverside, State of California, as depicted  
15 on the Plat Map identified as Attachment "1," attached hereto and made a part hereof.  
16 The real property consisting of 0.42 acres of land, and is also known as Assessor's  
17 Parcel Number: 282-121-002 ("Property"); and

18 WHEREAS, Grantor desires to sell to the County and the County desire to  
19 purchase a permanent easement interest ("ROW"), for the purpose of constructing the  
20 Temescal Canyon-Dos Lagos Project ("Project") as follows: an Easement Deed in  
21 favor of the County of Riverside referenced as Parcel 0066-015A and described on  
22 Attachment "2" attached hereto and made a part hereof; and

23 WHEREAS, concurrently with this Agreement, the Parties intend to enter into a  
24 Temporary Construction Access Agreement to grant County the right to temporarily  
25 use portions of the Property, as described therein, for the construction of the Project;  
26 and

27  
28  
MAR 27 2018 3.14

1           WHEREAS, the Effective Date is the date on which this Agreement is approved  
2 and fully executed by County and Grantor as listed on the signature page of this  
3 Agreement;

4           NOW, THEREFORE, in consideration of the payment and other obligations set  
5 forth below, Grantor and County mutually agree as follows:

6   **ARTICLE 1. AGREEMENT**

7           1.     Recitals. All the above recitals are true and correct and by this reference  
8 are incorporated herein.

9           2.     Consideration. For good and valuable consideration, Grantor agrees to  
10 sell and convey to the County, and the County agrees to purchase from Grantor all of  
11 the Right-of-Way Property described herein, under the terms and conditions set forth in  
12 this Agreement. The full consideration for the Right-of-Way Property consists of the  
13 purchase price amount for the real property interest to be acquired by the County and  
14 the consideration for the removal of site improvements ("Purchase Price"). The  
15 Purchase Price in the amount of Thirty-One Thousand Eight Hundred Fifty-Four and  
16 00/100 Dollars (\$31,854.00) is to be distributed to Grantor in accordance with this  
17 Agreement.

18           3.     County Responsibilities:

19           A.     Upon the mutual execution of this Agreement, County will open  
20 escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"). Promptly on the  
21 Escrow Holder's request the Parties shall execute additional Escrow instructions as are  
22 reasonably required to consummate the transaction contemplated by this Agreement  
23 and are not inconsistent with this Agreement. In the event of any conflict between the  
24 terms of this Agreement and any additional Escrow instructions, the terms of this  
25 Agreement shall control. The Escrow Holder will hold all funds deposited by the  
26 County in an escrow account ("Escrow Account") that is interest bearing and at a bank  
27 approved by County with interest accruing for the benefit of County. The Escrow  
28



1 Account shall remain open until all charges due and payable have been paid and  
2 settled, any remaining funds shall be refunded to the County.

3 B. Upon the opening of Escrow, the County shall deposit the  
4 Consideration as follows:

5 i. Purchase Price. Deposit into Escrow the Purchase  
6 Price in the amount of Thirty-One Thousand Eight Hundred Fifty-Four and 00/100  
7 Dollars (\$31,854.00) (the "Deposit").

8 C. On or before the date that Escrow is to close ("Close of Escrow"):

9 i. Closing Costs. County will deposit to Escrow Holder  
10 amounts sufficient for all escrow, recording and reconveyance fees incurred in this  
11 transaction, and if title insurance is desired by County, the premium charged therefore.  
12 Said escrow and recording charges shall not include documentary transfer tax as  
13 County is exempt pursuant to Ca Govt. Code section 6103 and Ca Revenue and  
14 Taxation Code section 11922.

15 ii. County will deposit all other such documents  
16 consistent with this Agreement as are reasonably required by Escrow Holder or  
17 otherwise to close escrow.

18 D. County will authorize the Escrow Holder to close Escrow and  
19 release the Deposit, in accordance with the provisions herein, to Grantor conditioned  
20 only upon the satisfaction by County.

21 i. The deposit of the following document into Escrow  
22 for recordation in the Official Records of the County Recorder of Riverside County  
23 ("Official Records") upon Close of Escrow:

24 a. The Easement Deed executed, acknowledged and  
25 delivered to Yolanda King, Real Property Agent for the County or to Escrow Holder,  
26 substantially in the form attached hereto as Attachment "3," (Deed) granting the portion  
27 of the Property, subject to the following:

1 1. Free and clear of all liens, encumbrances,  
2 easements, leases (recorded or unrecorded), and taxes except those encumbrances  
3 and easements which, in the sole discretion of the County, are acceptable, except:

4 2. Current fiscal year, including personal  
5 property tax, if any, and any further assessment thereto under Chapter 3.5 of Revenue  
6 and Taxation Code of the State of California;

7 3. Easements or rights of way of record over said  
8 land for public or quasi-public utility or public street purposes, if any;

9 4. Any items on the Preliminary Title Report  
10 (PTR) not objected to by County in a writing provided to Escrow Holder before the  
11 Close of Escrow;

12 5. Any other taxes owed whether current or  
13 delinquent are to be made current.

14 E. At closing or Close of Escrow, County is authorized to deduct and  
15 pay from amount shown in the Deposit, any amount necessary to satisfy and handle all  
16 real property taxes, bonds, and assessments in the following manner:

17 a. All real property taxes shall be prorated, paid, and canceled  
18 pursuant to the provisions of section 5081 et. seq., of the Revenue and Taxation Code.

19 b. Pay any unpaid liens or taxes together with penalties, cost  
20 and interest thereon, and any bonds or assessments that are due on the date title is  
21 transferred.

22 F. Payment to Grantor for chain link fencing, concrete paving, and a  
23 small Eucalyptus tree located within Parcel No. 0066-015A are included in the  
24 Purchase Price.

25 4. Grantor Responsibilities.

26 A. Execute and acknowledge an Easement Deed for road and utility  
27 purposes in favor of the County of Riverside dated \_\_\_\_\_ identified as Parcel  
28

1 Number 0066-015A and deliver deed to Yolanda King, Real Property Agent for the  
2 County or to the Escrow Holder.

3           B. Grantor shall indemnify, defend, protect, and hold the County of  
4 Riverside, its Agencies, Districts, Departments, their respective directors, Board of  
5 Supervisors, elected and appointed officials, employees, agents, representatives,  
6 successors, and assigns free and harmless from and against any and all claims,  
7 liabilities, penalties, forfeitures, losses, or expenses, including without limitation,  
8 attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or  
9 indirectly, by either (a) the presence in, within, under, or about the parcel for the  
10 presence of hazardous materials, toxic substances, or hazardous substances as a  
11 result of Grantor's use, storage, or generation of such materials or substances or (b)  
12 Grantor's failure to comply with any federal, state, or local laws relating to such  
13 materials or substances. For the purpose of this Agreement, such materials or  
14 substances shall include without limitation hazardous substances, hazardous  
15 materials, or toxic substances as defined in the Comprehensive Environmental  
16 Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. section  
17 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. sections 5101 to  
18 5128; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901-87  
19 (1988); and those substances defined as hazardous wastes in section 25117 of the  
20 California Health and Safety Code or hazardous substances in section 25316 of the  
21 California Health; and in the regulations adopted in publications promulgated pursuant  
22 to said laws.

23           C. Grantor shall be obligated hereunder to include without limitation,  
24 and whether foreseeable or unforeseeable, all costs of any required or necessitated  
25 repair, clean-up, detoxification, or decontamination of the parcel, and the preparation  
26 and implementation of any closure, remedial action, or other required plans in  
27 connection therewith, and such obligation shall continue under the parcel has been  
28

1 rendered in compliance with applicable federal, state, and local laws, statutes,  
2 ordinances, regulations, and rules.

3 **ARTICLE 2. MISCELLANEOUS**

4 1. It is mutually understood and agreed by and between the Parties hereto  
5 that the right of possession and use of the subject property by County, including the  
6 right to remove and dispose of improvements, shall commence upon the execution of  
7 this Agreement by all parties. The Purchase Price includes, but is not limited to, full  
8 payment for such possession and use.

9 2. This Agreement embodies all of the considerations agreed upon between  
10 the County and Grantor. This Agreement was obtained without coercion, promises  
11 other than those provided herein, or threats of any kind whatsoever by or to either  
12 party.

13 3. The performance of this Agreement constitutes the entire consideration  
14 for the acquisition of the Property and shall relieve the County of all further obligations  
15 or claims pertaining to the acquisition of the Property or pertaining to the location,  
16 grade or construction of the proposed public improvement.

17 4. This Agreement is made solely for the benefit of the Parties to this  
18 Agreement and their respective successors and assigns, and no other person or entity  
19 may have or acquired any right by virtue of this Agreement.

20 5. This Agreement shall not be changed, modified, or amended except upon  
21 the written consent of the Parties hereto.

22 6. This Agreement is the result of negotiations between the Parties and is  
23 intended by the Parties to be a final expression of their understanding with respect to  
24 the matters herein contained. This Agreement supersedes any and all other prior  
25 agreements and understandings, oral or written, in connection therewith. No provision  
26 contained herein shall be construed against the County solely because it prepared this  
27 Agreement in its executed form.

28

1           7.     This Agreement shall be governed by the laws of the State of California.  
2 Any action at law or in equity brought by either of the Parties for the purpose of  
3 enforcing a right or rights provided for by this Agreement shall be tried in a court of  
4 competent jurisdiction in the County of Riverside, State of California, and the Parties  
5 hereby waive all provisions of law providing for a change of venue in such proceedings  
6 to any other county.

7           8.     Grantor and its assigns and successors in interest shall be bound by all  
8 the terms and conditions contained in this Agreement, and all the Parties thereto shall  
9 be jointly and severally liable thereunder.

10  
11                                 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

1 9. This Agreement may be signed in counterpart or duplicate copies, and  
2 any signed counterpart or duplicate copy shall be equivalent to a signed original for all  
3 purposes.

4 In Witness Whereof, the Parties have executed this Agreement the day and year  
5 last below written.


6  
7 Dated: MAR 27 2018

8  
9 COUNTY:

GRANTOR:

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

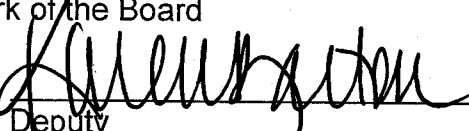
HAROLD R. NOELL, Trustee of  
Harold R. Noell, Trustee of the Harold  
R. Noell Declaration of Trust dated  
June 11, 2003

12  
13 By:   
14 Chairman **CHUCK WASHINGTON**  
Board of Supervisors

By:   
Harold R. Noell, Trustee

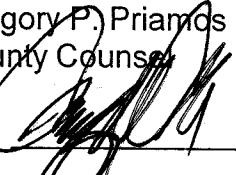
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16 ATTEST:

17 Kecia Harper-Ihem  
18 Clerk of the Board

19 By:   
20 Deputy

21 APPROVED AS TO FORM:

22 Gregory P. Priamos  
23 County Counsel

24 By:   
25 Deputy County Counsel

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28 SV:jb/111517/461TR/19.377

ATTACHMENT "1"  
Assessor's Plat Map

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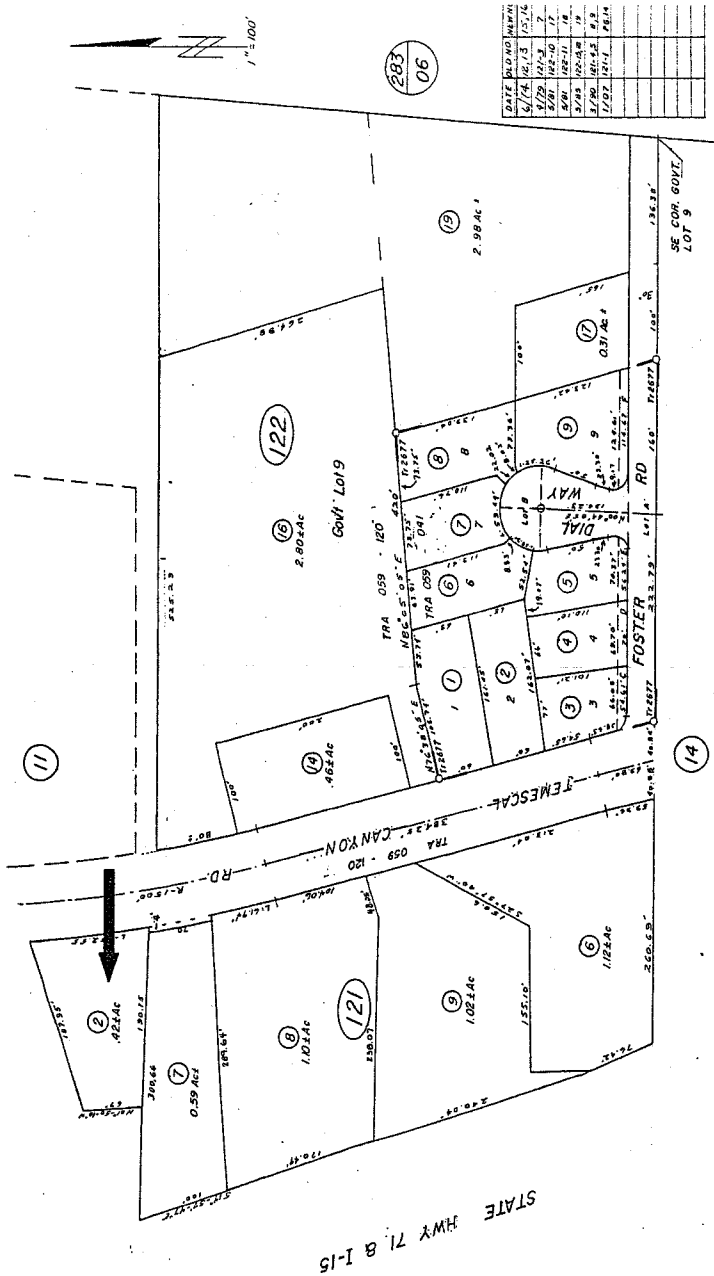
10-35-5  
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T.R.A. 059-120  
059-041

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF SHOWN PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

THIS MAP IS FOR  
ASSESSMENT PURPOSES ONLY

JAN 25 2007



M.B. 49/1-2 Tract No. 2677

DATE: A.S. 32/79, 42/80, 42/88.

ASSESSOR'S MAPBK 282 PG 12  
RIVERSIDE COUNTY, CALIF.



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ATTACHMENT "2"  
Parcel 0066-015A  
(Legal Description and Plat Map)

EXHIBIT "A"  
LEGAL DESCRIPTION  
0066-015A

THAT PORTION OF GOVERNMENT LOT 9 LYING WITHIN SECTION 21, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHEASTERLY CORNER OF PARCEL 1, AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 42, PAGE 68, OF RECORDS OF SURVEY, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY CALIFORNIA, BEING A POINT ON THE TO THE WESTERLY RIGHT-OF-WAY LINE OF TEMESCAL CANYON ROAD (40 FOOT WESTERLY HALF-WIDTH) AS CONVEYED TO THE COUNTY OF RIVERSIDE BY EASEMENT DEED, RECORDED JULY 22, 1930, IN BOOK 867 PAGES 45 THROUGH 47, INCLUSIVE, OFFICIAL RECORDS OF SAID RECORDER;

THENCE NORTH 87°05'28" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 18.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1,148.00 FEET AND AN INITIAL RADIAL BEARING OF SOUTH 82°06'19" WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°12'29", AN ARC LENGTH OF 124.39 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE NORTH 73°32'08" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 17.92 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1,539.92 FEET AND AN INITIAL RADIAL BEARING OF SOUTH 87°13'14" WEST;

THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 04°51'20", AN ARC LENGTH OF 130.50 FEET TO THE **POINT OF BEGINNING**;

PARCEL CONTAINS 2,316 SQUARE FEET, OR 0.053 ACRES MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000052527 TO OBTAIN GROUND DISTANCE.

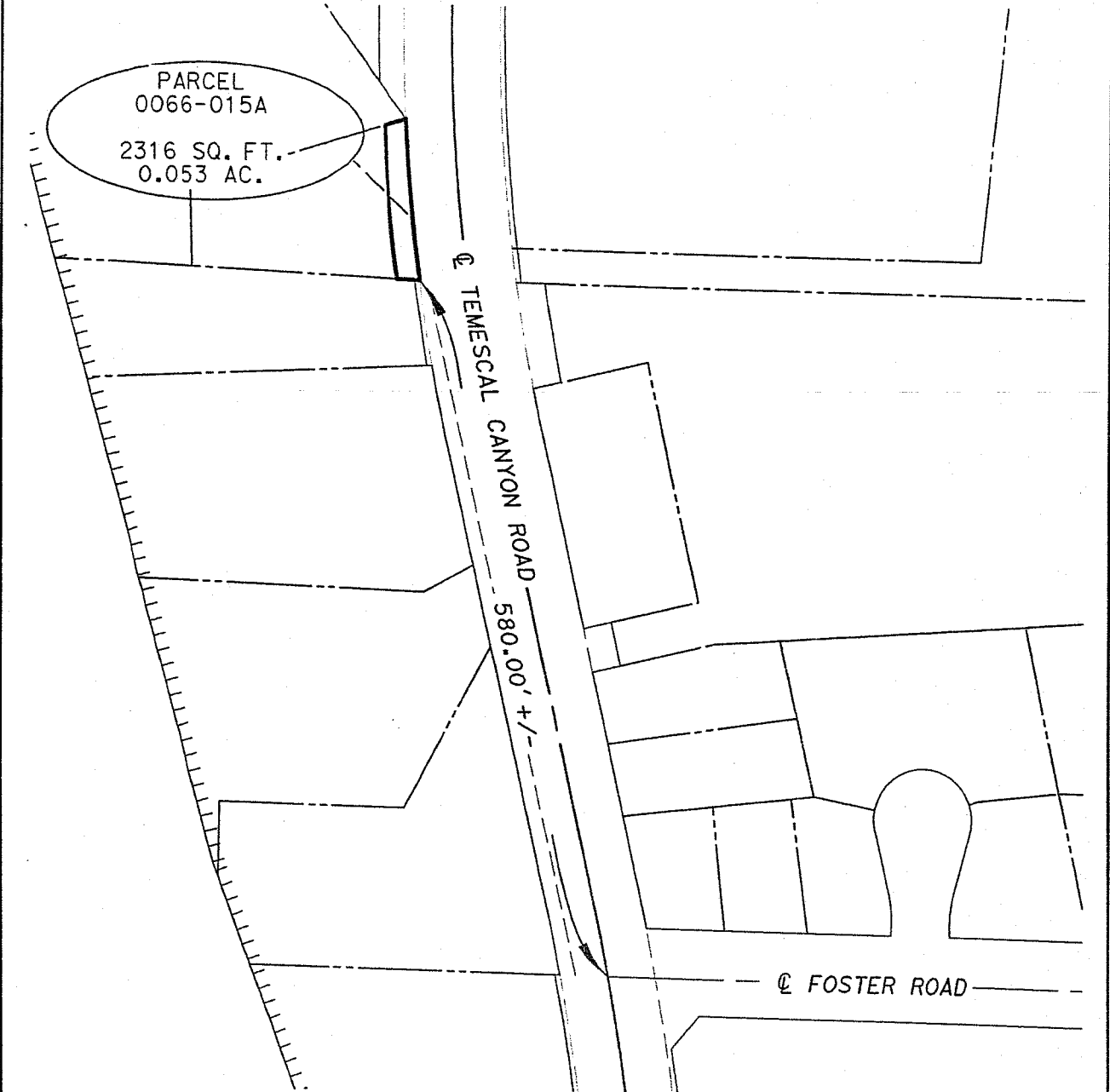
PREPARED UNDER MY SUPERVISION:

*Timothy F. Rayburn*  
TIMOTHY F. RAYBURN, P.L.S. 8455

7/14/2017 DATED:



EXHIBIT "B"  
VICINITY MAP  
(0066-015A)



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000052527

PCL No.: 0066-015A

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
SURVEY DIVISION

WO No.: C6-0066

PROJECT: TEMESCAL CANYON ROAD WIDENING

SCALE: NTS

PREPARED BY: K.L.G.

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

DATE: JULY, 2017

APPROVED BY:

*Timothy F. Rayburn*

DATE:

7/14/2017

SHEET 1 OF 2



# EXHIBIT "B"

FRACTIONAL  
SEC 21 T.4S., R.4W., S.B.B.M.

(0066-015A)

① RIGHT-OF-WAY  
PER DEED BOOK 867,  
PAGES 45-47,  
REC. JULY 22, 1930

⑥ RIGHT-OF-WAY  
PER DOC. #2011-0559389  
REC. 12/19/11,  
DESCRIBED AS PARCEL B

⑧ RIGHT-OF-WAY  
PER INST. #1979-076532  
REC. 04/17/1979

②② RIGHT-OF-WAY  
PER INST. # 1981-81564,  
REC. 05/05/1981

GRANT DEED  
DOC#2003-073048  
REC. 01/30/2003

APN  
282-111-003

PARCEL 2  
RS 42/68

PARCEL  
0066-015A

2,316 SQ. FT.  
0.053 AC.

PARCEL 1  
RS 42/68

GRANT DEED  
DOC#2012-0451897  
REC. 09/21/2012  
APN  
282-121-002

S'LY LINE OF DEED  
FILED IN BK 531,  
PAGE 224, OF OR.  
REC. 01/29/1942

GRANT DEED ② (R)  
DOC#2012-0179280  
REC. 04/19/2012

APN  
282-121-007

P.O.B.  
SE COR.  
PARCEL 1

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	TANGENT	RADIAL (R)
2	1148.00'	6°12'29"	124.39'	62.26'	S 82°06'19" W
4	1539.92'	4°51'20"	130.50'	65.29'	S 87°13'14" W

LINE TABLE		
NUMBER	LENGTH	DIRECTION
1	18.67'	N 87°05'28" W
3	17.92'	N 73°32'08" E

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000052527

PCL No.: 0066-015A

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
SURVEY DIVISION

WO No.: C6-0066

PROJECT: TEMESCAL CANYON ROAD WIDENING

SCALE: NTS

PREPARED BY: K.L.G.

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

DATE: JULY, 2017

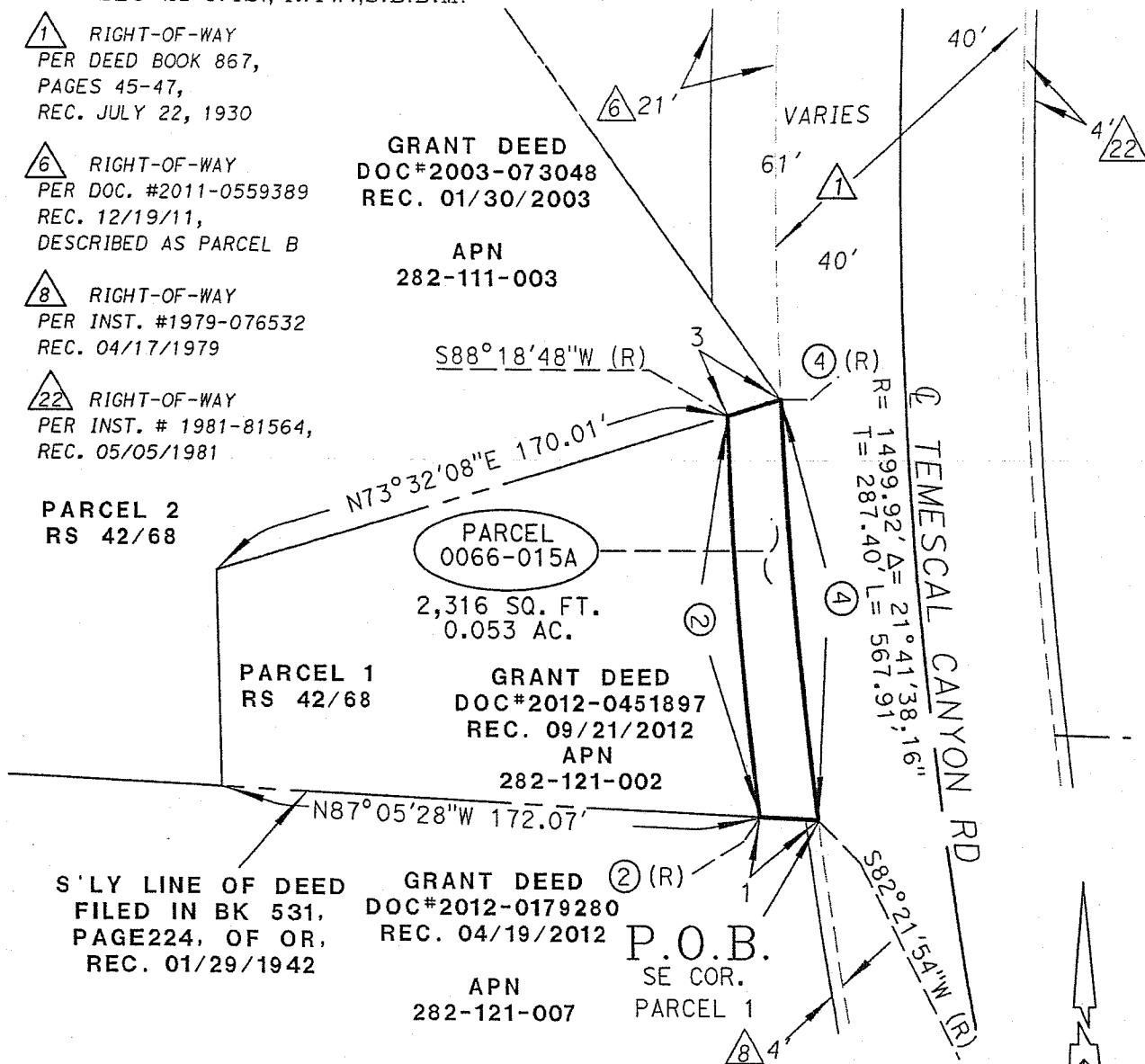
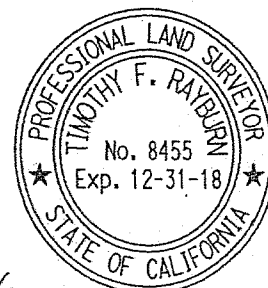
APPROVED BY:

DATE:

SHEET 2 OF 2

*Timothy F. Rayburn*

7/14/2017



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ATTACHMENT "3"  
Form of Easement Deed

1. A portion of APN: 282-121-002; Parcel 0066-015A in favor of the County of  
Riverside

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

**FREE RECORDING**

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

SV:jb/111517/461TR/19.379

(Space above this line for Recorder's use)

PROJECT: TEMESCAL CANYON-DOS LAGOS  
PARCEL: 0066-015A  
APN: 282-121-002 (PORTION)

## EASEMENT DEED

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

HAROLD R. NOELL, Trustees of the Harold R. Noell, Trustee of the Harold R. Noell Declaration of Trust dated June 11, 2003

Grant(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, an easement for public road and utility purposes, including drainage purposes, over, upon, across and within the real property in the County of Riverside, State of California, as more particularly described as:

See Exhibits "A" and "B" attached hereto  
and made a part hereof

PROJECT: TEMESCAL CANYON--DOS LAGOS  
PARCEL: 0066-015A  
APN: 282-121-002 (PORTION)

Dated: \_\_\_\_\_

**GRANTOR:**  
**HAROLD R. NOELL, Trustees of Harold R. Noell, Trustee of the Harold R. Noell Declaration of Trust dated June 11, 2003**

By: \_\_\_\_\_  
Harold R. Noell, Trustee

**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 \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a 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 \_\_\_\_\_

Place Notary Seal Above

1 PROJECT: TEMESCAL CANYON-DOS LAGOS  
2 PARCEL: 0066-015B  
3 APN: 282-121-002 (portion)  
4

5 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

6 This Non-Exclusive Temporary Construction Access Agreement ("Agreement")  
7 is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the  
8 State of California, ("County") and HAROLD R. NOELL, Trustees of Harold R. Noell,  
9 Trustee of the Harold R. Noell Declaration of Trust dated June 11, 2003, ("Grantor").  
10 County and Grantor are sometimes collectively referred to as "Parties."

11 1. RIGHTS GRANTED. The right is hereby granted to County, its officers,  
12 agents and employees, and all persons under contract with the County, to enter upon  
13 and use the land of Grantor in the County of Riverside, State of California, described  
14 as a portion of Assessor's Parcel Number 282-121-002, highlighted on Attachment "1,"  
15 attached hereto ("Property"), and made a part hereof, for the purpose of constructing  
16 the Temescal Canyon-Dos Lagos Project ("Project"). The rights granted herein include  
17 the full right and authority to enter upon the temporary construction access area with  
18 machinery, trucks, tools and other equipment that is useful or necessary to construct  
19 and access the Project. County agrees there will be no storage or staging within the  
20 temporary construction access area.

21 2. AFFECTED PARCEL. The temporary construction access, used during  
22 construction of the Project, is referenced as Parcel No. 0066-015B consisting of  
23 approximately 0.123 acres or 5,344 square feet as designated on Attachment "2,"  
24 attached hereto, and made a part hereof ("TCA Area").

25 3. COMPENSATION. County shall pay to the order of Grantor the sum of  
26 Fifteen Thousand One Hundred Eleven Dollars (\$15,111.00) for the right to enter upon  
27 and use the TCA Area in accordance with the terms hereof.  
28

MAR 27 2018 3.14



1           4.     TERM/NOTICE TO GRANTOR. County shall provide a thirty (30) day  
2 written notice to Grantor prior to using the rights herein granted. The rights herein  
3 granted may be exercised for eighteen (18) months from the thirty (30) day written  
4 notice, or until completion of said Project, whichever occurs later.

5           5.     If the County desires to extend the term of this Agreement, Grantor and  
6 the County shall negotiate in good faith for an extension of the terms herein until the  
7 actual completion of the Project. Upon the expiration of the term (including any  
8 extensions thereto), the rights granted by this Agreement shall automatically terminate  
9 and be of no further force and effect.

10          6.     EQUIPMENT. It is understood that the County may enter upon the TCA  
11 Area where appropriate or designated for the purpose of getting equipment to and from  
12 the TCA Area. County agrees not to damage the TCA Area in the process of  
13 performing such activities.

14          7.     REMOVAL OR DISPOSAL. The right to enter upon and use TCA Area  
15 includes the right to remove and dispose of 3 small trees and 2 medium trees.  
16 Payment to the Grantor for the 5 trees are included in the compensation portion of this  
17 Agreement.

18          8.     GRANTOR'S USE OF CONTRACTORS. Grantor shall retain the  
19 contractor(s) for items listed in Paragraph 7 and Grantor shall directly compensate  
20 each contractor for all costs, fees, and/or expenses. The County is not responsible for  
21 any payment to the selected contractor(s) and Grantor shall indemnify, defend, protect,  
22 and hold County, its officers, employees, successors, and assigns free and harmless  
23 from and against any and all claims, liabilities, penalties, forfeitures, losses or  
24 expenses, including without limitations, attorney's fees, whatsoever arising from or  
25 cause in whole or in part, directly or indirectly, by any actions of the said contractor(s).

26          9.     COUNTY TO PROTECT OR REPLACE. The County agrees to restore  
27 or repair any damage to the Property that results from the County's activities under this  
28 Agreement.

1           10.   DEBRIS REMOVED. At the termination of the period of use of TCA Area  
2 by County, but before its relinquishment to Grantor, debris generated by County's use  
3 will be removed and the surface will be graded and left in a neat condition.

4           11.   INDEMNIFICATION. The County shall indemnify, defend and hold  
5 Grantor, its agents, employees, successors and assigns harmless from any and all  
6 liability, claim, loss, lien or damage proximately caused by the County, its officers,  
7 agents, or employees and arising out of the County's activities under this Agreement.

8           12.   OWNERSHIP. Grantor hereby warrants that it is the owner of the  
9 Property and that it has the right to grant County permission to enter upon and use the  
10 Property.

11           13.   ENTIRE AGREEMENT. This Agreement is the result of negotiations  
12 between the Parties hereto. This Agreement is intended by the Parties as a final  
13 expression of their understanding with respect to the matters herein and is a complete  
14 and exclusive statement of the terms and conditions thereof. This Agreement  
15 supersedes any and all other prior agreements or understandings, oral or written, in  
16 connection therewith. No provision contained herein shall be construed against the  
17 County solely because it provided or prepared this Agreement.

18           14.   MODIFICATIONS IN WRITING. This Agreement shall not be changed,  
19 modified, or amended except upon the written consent of the parties hereto.

20           15.   SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in  
21 interest, shall be bound by all the terms and conditions contained in this Agreement,  
22 and all the parties thereto shall be jointly and severally liable thereunder.

23           16.   TITLES AND HEADINGS. Titles and headings to articles, paragraphs or  
24 subparagraphs herein are for the purpose of convenience and reference only, and shall  
25 in no way limit, define or otherwise affect the provisions of this Agreement.

26  
27  
28                                   (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

1           17. GOVERNING LAW AND VENUE. This Agreement shall be governed by  
2 the laws of the State of California. Any action at law or in equity brought by either of  
3 the Parties hereto for the purpose of enforcing a right or rights providing for by this  
4 Agreement shall be tried in a court of competent jurisdiction in the County of Riverside,  
5 State of California, and the Parties hereby waive all provisions of law providing for a  
6 change of venue in such proceedings to any other county.

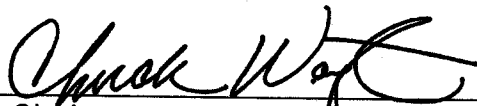
7           18. COUNTERPARTS. This Agreement may be signed in counterpart or  
8 duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a  
9 signed original for all purposes.

10           In Witness Whereof, the Parties have executed this Agreement the day and year  
11 last below written.

12 Dated:     MAR 27 2018    

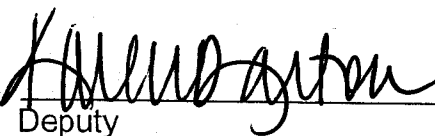
13  
14 COUNTY:  
15 COUNTY OF RIVERSIDE, a political  
16 subdivision of the State of California

GRANTOR:  
HAROLD R. NOELL, Trustees of  
Harold R. Noell, Trustee of the Harold  
R. Noell Declaration of Trust dated  
June 11, 2003

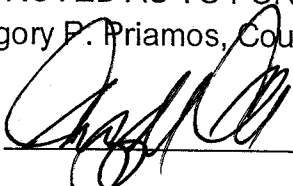
17 By:   
18 Chairman **CHUCK WASHINGTON**  
19 Board of Supervisors

By:   
Harold R. Noell, Trustee

20 ATTEST:  
21 Kecia Harper-Ihem  
22 Clerk of the Board

23 By:   
Deputy

24 APPROVED AS TO FORM:  
25 Gregory P. Priamos, County Counsel

26 By:   
27 Deputy County Counsel

28 SV:jb/111517/461TR/19.378

ATTACHMENT "1"  
ASSESSOR'S PLAT MAP

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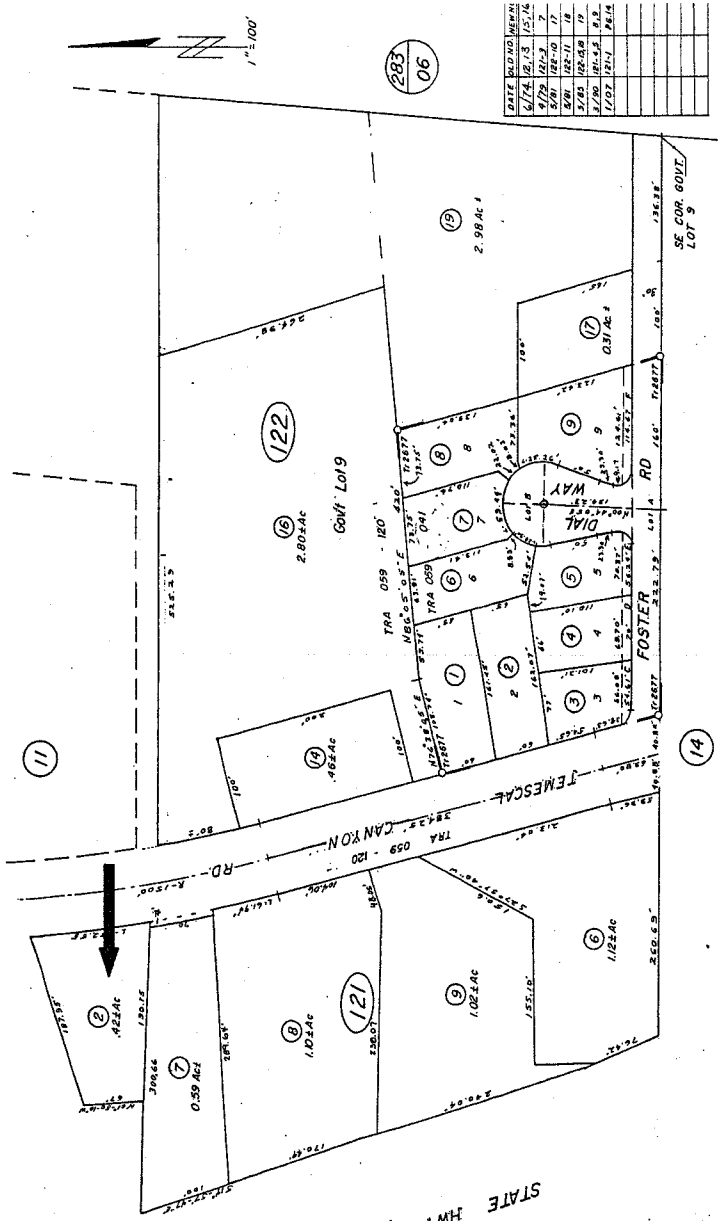
10-35-5  
282-12

T.R.A. 059-120  
069-041

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF SHOWN PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

THIS MAP IS FOR  
ASSESSMENT PURPOSES ONLY

JAN 2 2007



DATE	OLD NO	NEW NO
6/74	1213	1574
8/79	1214	7
9/81	122-10	7
9/81	122-11	7
1/82	121-5	8, 9
1/82	121-6	8, 9
1/82	121-7	8, 9
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1/82	121-10	8, 9
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1/82	121-47	8, 9
1/82	121-48	8, 9
1/82	121-49	8, 9
1/82	121-50	8, 9

M.B. 49/1-2 Tract No. 2677

ASSESSOR'S MAP BK 282 PG 12  
RIVERSIDE COUNTY, CALIF.

DATE: R.S. 35/18, 42/20, 42/68.

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ATTACHMENT "2"  
TEMPORARY ACCESS PLAT MAP

Parcel No. 0066-015B

**EXHIBIT "B"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
 (0066-015B)

FRACTIONAL SECTION 21,  
 T. 4 S., R. 6 W., S.B.M.



APN  
 282-111-003

S 88°18' 48" W (R)

10

S 86°18' 32" W (R)

T.C.E.

PARCEL  
 0066-015B

5,344 SQ. FT.  
 0.123 AC.

RS 42/68  
 PARCEL 1  
 APN 282-121-002

N 68°27' 36" W (R)

N 44°31' 41" W (R)

APN  
 282-121-007

S 82°12' 32" W (R)

S 82°06' 19" W (R)

RIGHT-OF-WAY NOTES:

- 1 R/W PER O.R. #867  
 PGS. 45-47 REC. 07/22/1930
- 2 R/W PER INST. #81564  
 REC. 05/05/1981

LINE TABLE		
NUMBER	DIRECTION	LENGTH
2	N 87°05'28" W	11.20'
4	S 56°09'19" W	24.55'
6	S 83°40'23" W	23.06'
7	N 7°40'49" W	42.85'
8	S 82°19'11" W	1.62'
9	N 9°14'05" W	22.77'
10	N 73°32'08" E	88.78'

44'

40'

R=1,499.92'  
 $\Delta=21^\circ 41' 38''$   
 L=567.91'  
 T=287.40'

PARCEL  
 0066-015A

TEMESCAL CANYON ROAD

44'

+/- 580'

FOSTER ROAD

CURVE TABLE				
NUMBER	RADIUS	DELTA	LENGTH	TANGENT
1	1148.00'	6°12'29"	124.39'	62.26'
3	1159.00'	4°06'00"	82.93'	41.49'
5	95.00'	23°55'55"	39.68'	20.13'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000052527

PCL No.: 0066-015B

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,  
 SURVEY DIVISION

WO No.: C6-0066

PROJECT: TEMESCAL CANYON ROAD WIDENING

SCALE: NTS

PREPARED BY: H. FINN

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

DATE: OCTOBER, 2017

APPROVED BY:

*Justin L. Ray*

DATE: 10/26/2017

SHEET 1 OF 1

