

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



ITEM: 3.12
(ID # 11925)

MEETING DATE:
Tuesday, May 05, 2020


FROM: FACILITIES MANAGEMENT AND TLMA-Transportation Department:


SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE DIVISION (FM-RED) AND TRANSPORTATION AND LAND MANAGEMENT AGENCY (TLMA)-TRANSPORTATION DEPARTMENT: Adoption of Resolution No. 2020-241, Authorization to Approve the Transfer Agreement Between the County of Riverside and the City of Wildomar (Assessor's Parcel Numbers 366-300-077 and 366-300-079) identified as County Parcel Nos. 0655-029A, 0655-015A, and 0655-15C all located in the City of Wildomar, County of Riverside for the Bundy Canyon Road Widening Project, District 1, [\$0] (Requires 4/5 Vote)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required for the conveyance of the fee simple, permanent easement, and temporary construction easements by the County as they have been adequately addressed in the Environmental Impact Report adopted Resolution No. 2014-48 by the City of Wildomar (City) as Lead Agency under the California Environmental Quality Act (CEQA) on September 10, 2014 for the Bundy Canyon Road widening Project;

ACTION: Policy, 4/5 Vote Required

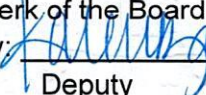

Rose Salgado, Director of Facilities Management 3/12/2020


Patricia Romo, Director of Transportation 3/25/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: May 5, 2020
xc: FM

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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2. Adopt Resolution No. 2020-241, Authorization to Approve the Transfer Agreement Between the County of Riverside and the City of Wildomar (Assessor's Parcel Numbers 366-300-077 and 366-300-079) identified as County Parcel Nos. 0655-029A, 0655-015A, and 0655-15C all located in the City of Wildomar, County of Riverside for the Bundy Canyon Road Widening Project;
3. Approve the Transfer Agreement and authorize the Chairman of the Board of Supervisors to execute the Transfer Agreement on behalf of the County;
4. Authorize the Chairman of the Board of Supervisors to execute the Gift Letter on behalf of the County;
5. Authorize the Chairman of the Board of Supervisors to execute the Quitclaim Deed for Parcel 0655-029A, Easement Deed for Parcel 0655-015A and Temporary Construction Easement Deed for Parcel 0655-015C, all in favor of the City of Wildomar for the Bundy Canyon Road Widening Project and return all three Deeds to Facilities Management-Real Estate Division (FM-RED) to complete the conveyance; and
6. Authorize the Director of Facilities Management-Real Estate Division (FM-RED), or designee, to execute any other documents and administer all actions to complete this transaction.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	2019/20

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The Bundy Canyon Road Widening Project (Project) is proposed by the City of Wildomar (City) to widen and realign portions of a six mile segment of Bundy Canyon Road and Scott Road (between Cherry Street near Interstate 15 on the west and Haun Road/Zeiders Road near Interstate 215 on the east). The Project would widen the existing two-lane road to a proposed four-lane road (2 lanes in each direction), which would also include a center striped median, additional left-turn lanes at major intersections, signage and three new signalized intersections (Cherry Avenue, Monte Vista Drive and Oak Circle Road). In addition, the City of Wildomar proposes to install pedestrian bike-path along the northerly portion of the proposed roadway and potential new park. On September 11, 2014, the City of Wildomar filed a Notice of Determination pursuant to the Public Resources Code.

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Two of the properties needed for the Project are owned by the County of Riverside (Transportation). The first property (Property 1) identified as Assessor's Parcel Number 366-300-077 was acquired by the County from the Riverside County Waste Resources Management District by Quitclaim Deed (recorded January 1, 1998, Instrument No. 1998-271370) for the Bundy Canyon Landfill Project. This site is not currently being utilized as the materials site for the Riverside County Transportation Department (RCTD). The second property (Property 2) identified as Assessor's Parcel Number 366-300-079 was acquired by the County from Elsinore Bundy Canyon, LTD by Grant Deed (recorded August 29, 1990, Instrument No. 1990-321988) for the Bundy Canyon Road Project years ago as a road exchange parcel from the adjoining land owner. This property is not currently being used as road right of way.

The Transfer Agreement between the County and City includes: 1) the conveyance of the 13,077 square foot in fee simple interest from Property 1 (Assessor's Parcel Number 366-300-077 identified as County Parcel No. 0655-029A) by Quitclaim Deed; 2) the conveyance of a 69,239 square-foot permanent easement for road and utility purposes from Property 2 (Portion of Assessor's Parcel Number 366-300-079 identified as County Parcel No. 0655-015A) by Easement Deed; and 3) the grant of a 121,823 square-foot temporary construction easement interest for a 12-month period to construct the Project from Property 2 (Portion of Assessor's Parcel Number 366-300-079 identified as County Parcel No. 0655-015C) by Temporary Construction Easement Deed, all for the City's Project.

On April 7, 2020 the Board of Supervisors adopted Resolution No. 2020-240, Notice of Intention to Approve the Transfer Agreement Between the County of Riverside and the City of Wildomar (Assessor's Parcel Numbers 366-300-077 and 366-300-079) identified as County Parcel Nos. 0655-029A, 0655-015A, and 0655-15C for the Bundy Canyon Road Widening Project, City of Wildomar, County of Riverside. Notice was published by the Clerk of the Board pursuant to Section 6061 of the Government Code.

Pursuant to Government Code Section 25365, the County of Riverside, by 4/5 vote may transfer interests in real property, or any interest therein, belonging to the County to any public agency, upon the terms and conditions as are agreed upon and without complying with any other provisions of the Government Code, if the property or interest therein to be conveyed is not required for county use.

Resolution No. 2020-241 has been reviewed and approved by County Counsel as to legal form.

Impact on Residents and Businesses

The Project intends to: 1) improve safety and access through Bundy Canyon Road by reconstructing the roadway and eliminating substandard sight distances and grades; 2) improve the handling of increased traffic capacity due to new planned developments; 3) reduce existing

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traffic congestion; and 4) to reconstruct the roadway to meet current design and safety standards.

SUPPLEMENTAL:


Additional Fiscal Information

There are no additional net County cost associated with this project and no budget adjustment is required.

Attachments:

- Resolution No. 2020-241
- Transfer Agreement
- Gift Letter
- Quitclaim Deed for Parcel No. 0655-029A
- Easement Deed (for road purposes) for Parcel No. 0655-015A
- Temporary Construction Easement for Parcel No. 0655-015C

SV:ar/040920


Steven Atkeson 4/23/2020


Gregory H. Priamos, Director County Counsel 4/9/2020

1 Board of Supervisors

County of Riverside

2 Resolution No. 2020-241

3 Authorization to Approve the Transfer Agreement between the County of Riverside and City of
4 Wildomar (Assessor's Parcel Numbers 366-300-077 and 366-300-079) identified as County
5 Parcel Numbers 0655-029A, 0655-015A and 0655-015C, all located in the City of Wildomar,
6 County of Riverside for the Bundy Canyon Road Widening Project

7 WHEREAS, the County of Riverside ("County") is the owner of certain real property
8 (collectively the "Subject Properties") further described as Assessor's Parcel Nos. 366-300-077
9 and 366-300-079 and identified as County Parcel's 0655-029A, 0655-015A and 0655-015C
10 located in the Wildomar area, County of Riverside, State of California;

11 WHEREAS, the Bundy Canyon Road Widening Project ("Project") is proposed by the
12 City of Wildomar to widen and realign portions of a six-mile segment of Bundy Canyon Road and
13 Scott Road (between Cherry Street near I-15 on the west and Haun Road/Zeiders Road near I-
14 215 on the east);

15 WHEREAS, the Project would widen the existing two-lane road to a proposed four-lane
16 road (2 lanes in each direction), which would also include a center striped median, additional
17 left-turn lanes at major intersections, signage and three new signalized intersections (Cherry
18 Avenue, Monte Vista Drive and Oak Circle Road);

19 WHEREAS, the City of Wildomar also proposes to install a pedestrian bike-path along
20 the northerly portion of the proposed roadway and potential new park;

21 WHEREAS, the project objectives are to: 1) improve safety and access through Bundy
22 Canyon Road by reconstructing the roadway and eliminating substandard sight distances and
23 grades; 2) improve the handling of increased traffic capacity due to new planned developments;
24 3) reduce existing traffic congestion; and 4) reconstruct the roadway to meet current design and
25 safety standards;

26 WHEREAS, the City Council of the City of Wildomar as Lead Agency approved the
27 above described project on September 10, 2014;
28

FORM APPROVED COUNTY COUNCIL
BY: WESLEY W. STAMFIELD
DATE: 3/2/2020

1 WHEREAS, the City filed a Notice of Determination pursuant to the Public Resources
2 Code on September 11, 2014;

3 WHEREAS, the County acquired the first property ("Property 1") identified as
4 Assessor's Parcel Number 366-300-077 (Parcel 0655-029A) from the Riverside County Waste
5 Resources Management District by Quitclaim Deed (recorded July 1, 1998, Instrument No.
6 1998-271370) for the Bundy Canyon Landfill Project;

7 WHEREAS, Property 1 is not currently being utilized as a materials site for the
8 Riverside County Transportation Department (RCTD) and is no longer needed;

9 WHEREAS, the County of Riverside and City of Wildomar concur that it would be in both
10 parties best interest to transfer the fee simple interest in Property 1 to the City by Quitclaim
11 Deed for the Project;

12 WHEREAS, the County acquired the second property ("Property 2") identified as
13 Assessor's Parcel Number 366-300-079 (Parcel 0655-015A) from Elsinore Bundy Canyon, LTD
14 by Grant Deed (recorded August 29, 1990, Instrument No. 1990-321988) for the Bundy Canyon
15 Road Project as a road exchange parcel from the adjoining land owner;

16 WHEREAS, Property 2 is not currently being used as road right of way, and the County
17 and City concur that it would be in both parties' best interest to transfer the property interests to
18 the City that are needed for the Project;

19 WHEREAS, the County intends to convey the following property interests from Property
20 2 to the City: 1) a permanent easement for road and utility purposes referenced as Parcel No.
21 0655-015A by Easement Deed and 2) a temporary construction easement for a 12-month
22 period to construct the Project referenced as Parcel No. 0655-015C by Temporary Construction
23 Easement Deed; all for the Bundy Canyon Road Widening Project; and

24 WHEREAS, pursuant to Government Code Section 25365, the County may transfer
25 interests in real property or interests therein, belonging to the County to any public agency,
26 upon terms and conditions as are agreed upon and without complying with any other provisions
27 of the Government Code, if the property or interest therein to be conveyed is not required for
28 County use.

1 NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED and NOTICE
2 IS HEREBY GIVEN by the Board of Supervisors of the County of Riverside, California in
3 regular session assembled on April 28, 2020, at 9:30 a.m. or soon thereafter, in the meeting
4 room of the Board of Supervisors located on the first floor of the County Administrative Center,
5 4080 Lemon Street, Riverside, California, based on a review of the evidence and information
6 presented on this matter, both written and oral, as it relates to the conveyance of the fee simple
7 interests of Property 1 and permanent and temporary construction easements of Property 2,
8 that nothing further is required as it relates to the proposed conveyance because all potentially
9 effects have been avoided or mitigated.

10 BE IT FURTHER RESOLVED AND DETERMINED the Board of Supervisors approves
11 the Transfer Agreement and the Chairman of the Board of Supervisors is authorized to execute
12 the Transfer Agreement between the County of Riverside and City of Wildomar on behalf of the
13 County.

14 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the Board of
15 Supervisors is authorized to execute the Gift Letter to the City of Wildomar for the property
16 interests from Property 1 and Property 2 described above.

17 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the Board of
18 Supervisors is authorized to execute the Quitclaim Deed for Assessor's Parcel No. 366-300-
19 077 identified as County Parcel 0655-029A from the County to complete the conveyance to the
20 City of Wildomar.

21 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the Board of
22 Supervisors is authorized to execute the Easement Deed for road and utility purposes from a
23 portion of Assessor's Parcel No. 366-300-079 identified as County Parcel 0655-015A from the
24 County to complete the conveyance to the City of Wildomar.

25 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the Board of
26 Supervisors is authorized to execute the Temporary Construction Easement Deed for 12 month
27 period to construct the Project from a portion of Assessor's Parcel No. 366-300-079 identified
28

1 as County Parcel 0655-015C from the County to complete the conveyance to the City of
2 Wildomar.

3 BE IT FURTHER RESOLVED AND DETERMINED that the Director of Facilities
4 Management, or designee, is authorized to execute any other documents and administer all
5 actions to complete this transaction.

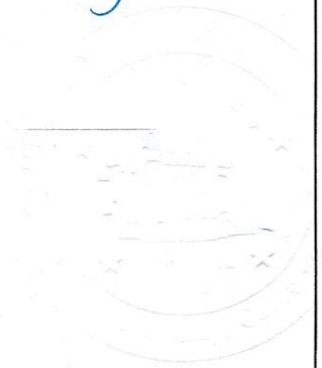
6 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board return all
7 documents to the Facilities Management/Real Estate Division for further processing and/or
8 recordation.

9
10 ROLL CALL:

11 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
12 Nays: None
13 Absent: None

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

16 Kecia R. Harper, Clerk of said Board
17 By *Kecia R. Harper*
18 Deputy



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SVss/03102020/491TR/30.013
05.05.2020 3.12

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

**TRANSFER AGREEMENT
BY AND BETWEEN
COUNTY OF RIVERSIDE
AND CITY OF WILDOMAR**

This ~~TRANSFER AGREEMENT~~ ("Agreement") is made and effective on _____ ("Effective Date") by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("County"), and the CITY OF WILDOMAR, a California municipal corporation ("City"). County and City may sometimes hereinafter collectively be referred to as the "Parties".

RECITALS

WHEREAS, the City of Wildomar proposes to widen and realign portions of a six-mile segment of Bundy Canyon Road and Scott Road ("Project");

WHEREAS, the Project would widen the existing two-lane road to a proposed four-lane road and will include a center striped median, additional left-turn lanes at major intersections, signage and three new signalized intersections with a pedestrian bike-path along the northerly portion of the proposed roadway and potential new park;

WHEREAS, the Project objectives are to: 1) improve safety and access through Bundy Canyon Road by reconstructing the roadway and eliminating substandard sight distances and grades; 2) improve the handling of increased traffic capacity due to new planned developments; 3) reduce existing traffic congestion; and 4) reconstruct the roadway to meet current design and safety standards;

WHEREAS, the County is the owner of certain real properties ("Properties") located in the City of Wildomar, County of Riverside, State of California, further described as Assessor Parcel Numbers 366-300-077 and 366-300-079, more particularly depicted in Exhibit "A", attached hereto and by this reference incorporated herein;

WHEREAS, the County acquired Assessor's Parcel Number 366-300-077 from the Riverside County Waste Resources Management District by Quitclaim Deed (recorded July 1, 1998, Instrument No. 98-271370) for the Bundy Canyon Landfill Project;

WHEREAS, Assessor's Parcel Number 366-300-077 is currently being utilized as the materials site for the Riverside County Transportation Department ("RCTD");

WHEREAS, the County acquired Assessor's Parcel Number 366-300-079 from Elsinore Bundy Canyon, LTD by Grant Deed (recorded August 29, 1990, Instrument No. 90-321988) for the Bundy Canyon Road Project as a road exchange parcel from the adjoining land owner;

WHEREAS, Assessor's Parcel Number 366-300-079 is not currently being used as road right-of-way;

WHEREAS, under California Government Code section 25365, the County may grant, convey, quitclaim, assign, or otherwise transfer to the City any real property, or interest therein belonging to the County upon the terms and conditions as are agreed upon and without complying with any other provisions of the California Government Code, if the property or interest therein to be granted and conveyed or quitclaimed is not required for County use;

WHEREAS, the County intends to convey the following property interests to the City for the Project: 1) a fee simple interest in Assessor's Parcel Number 366-300-077, identified as Parcel No. 0655-029A by Quitclaim Deed; 2) a permanent easement for road and utility purposes in a portion of Assessor's Parcel Number 366-300-079 identified as Parcel No. 0655-015A by Easement Deed; and 3) a temporary construction easement for a 12-month period in a portion of Assessor's Parcel Number 366-300-079 identified as Parcel No. 0655-015C by Temporary Construction Easement Deed; and

WHEREAS, this transfer is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or "Common Sense" Exemption;

WHEREAS, the County and City desire to enter into this Agreement to provide the terms and conditions for the conveyance of the Properties.

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

AGREEMENT

1. **Transfer of the Parcel 0655-029A.** Within thirty (30) days of full execution of this Agreement and for the consideration described herein, County shall convey and transfer to City the fee simple interest to Assessor's Parcel Number 366-300-077 identified as Parcel No. 0655-029A substantially in the form of the Quitclaim Deed, attached hereto as Exhibit "B" and by this reference incorporated herein. The transfer of Parcel No. 0655-029A shall be consummated pursuant to the terms and conditions of this Agreement.

2. **Conveyance of Portions of Parcel 0655-015A and 0655-015C.** Within thirty (30) days of full execution of this Agreement and for the consideration described herein, County shall convey to City a permanent easement for road and utility purposes to a portion of Assessor's Parcel Number 366-300-079 identified as Parcel No. 0655-015A, attached hereto as Exhibit "C" and by its reference incorporated herein and a temporary construction easement for a 12-month period to the portion of Assessor's Parcel Number 366-300-079 identified as Parcel No. 0655-015C, attached hereto as Exhibit "D" and by its reference incorporated herein. The conveyance of Parcel Nos. 0655-015A

and 0655-015C shall be consummated pursuant to the terms and conditions of this Agreement.

3. **Valuation and Condition of the Property.** The County is not requiring the City to appraise the property and agrees to waive any moneys which would be payable to the County if the City were to purchase the land substantially in the form of the Gift Letter, attached hereto as Exhibit "E" and by this reference incorporated herein. The Property is to be conveyed from the County to City for no cash consideration but for valuable consideration in City's promise and agreement to use the Property solely for the Project as set forth herein. Said conveyance shall be subject to California Government Code section 25365. City acknowledges that the Property is being transferred in its "as-is" condition, as of the date of this Agreement, without warranty, and that County is not responsible for making corrections or repairs of any nature. City further acknowledges that County has made no representations or warranties regarding the Property, including, but not limited to:

- (a) Property lines and boundaries;
- (b) Square footage and lot size;
- (c) Type, size, adequacy, capacity, and condition of sewer systems and components;
- (d) Possible absence of required governmental permits, inspections, certificates, or other determinations affecting the Property;
- (e) Limitations, restrictions, and requirements affecting the use of the Property, future development, zoning, building, and size;
- (f) Governmental restrictions which may limit the amount of rent that can lawfully be charged and/or the maximum number of persons who can lawfully occupy the Property;
- (g) Water and utility availability and use restrictions;
- (h) Potential environmental hazards, including asbestos, formaldehyde, radon, methane, other gases, lead-based paint, other lead contamination, fuel or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions;
- (i) Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, proximity to commercial, industrial, or agricultural activities, crime statistics, fire protection, other governmental services, existing and proposed transportation, construction, and development which may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic

animals, or other nuisances, hazards, or circumstances;

(j) Geologic/seismic conditions, soil and terrain stability, suitability, and drainage;
and

(k) Conditions and influences of significance to certain cultures and/or religions,
and personal needs, requirements, and preferences of FSA.

City represents and warrants to County that City and/or City's representatives and employees have made their own independent inspections, investigations, tests, surveys, and other studies of the Property and agrees to accept the Property in its "as-is" condition.

4. **Closing Date.** This transaction shall close when the Parties have timely performed their respective obligations within thirty (30) days following the full approval and execution of this Agreement ("Closing Date").

5. **City's Obligations and Conditions Precedent to Close of this Transaction.** For the benefit of the County, the close of this transaction shall be conditioned upon the timely performance by City of all obligations required of City by the terms of this Agreement.

6. **County's Obligations and Conditions Precedent to Close of this Transaction.** For the benefit of City, the close of this transaction shall be conditioned upon the timely performance by County of all obligations required of County by the terms of this Agreement. County shall provide the following to City:

- (a) A Quitclaim Deed ("**Quitclaim Deed**") for Parcel No. 0655-029A in the form attached to this Agreement as Exhibit "B," duly executed and acknowledged by County and in recordable form, conveying such interest to City; and
- (b) A Public Road & Utility Easement Deed ("**Public Road & Utility Easement Deed**") for Parcel No. 0655-015A in the form attached to this Agreement as Exhibit "C", duly executed and acknowledged by County and in recordable form, conveying such interest to the City; and
- (c) A Temporary Construction Easement Deed ("**Temporary Construction Easement Deed**") for Parcel No. 0655-015C in the form attached to this Agreement as Exhibit "D", duly executed and acknowledged by County and in recordable form, conveying such interest to the City.

7. **Mutual Obligations.** The terms and conditions herein are part of the consideration for, and material to, the transfer of this Property. The Parties shall be due the benefit of the consideration and rights created herein until such time full performance of the all the obligations are complete.

8. **Cooperation.** The Parties agree to cooperate with each other in the implementation of this Agreement and perform any and all acts necessary to carry out the intent of the transfer. Without limiting the foregoing, the Parties agree to provide necessary approvals, and execute, acknowledge, and deliver any and all additional papers, documents and other assurances as may be necessary to carry out the intent of the Agreement. The Parties intend that execution and delivery of the Quitclaim Deed, Public Road and Utility Easement Deed and Temporary Construction Easement Deed by the County to the City will occur within the times described herein Section 1 and after the Parties have performed all the necessary activities to proceed with the conveyance and have obtained authorization from its respective governing bodies.

9. **Notice.** Any notice to be given or other document(s) to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

If to the County:

County of Riverside
Attn: Stephi Villanueva
3403 10th Street, Suite 400
Riverside, CA 92501
Telephone: (951) 955-9277

If to the City:

City of Wildomar
Attn: Dan York
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Telephone: (951) 677-7751

Notices shall be effective on the earlier of actual delivery or two (2) days after they are mailed in accordance with this section.

10. **Conflict of Interest.** No member, official or employee of the County or City shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.

11. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole interests and benefit of the Parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.

12. **Assignment.** This Agreement shall not be assigned by either Party, either in whole or in part, without the prior written consent of the non-assigning Party. Any assignment or purported assignment of this Agreement without the prior written consent of the non-assigning Party will be deemed void and of no force or effect.

13. **Governing Law and Jurisdiction.** The Parties agree that in the exercise of this Agreement, the Parties shall comply with all applicable federal, state, county and local laws, and regulations in connection with this transaction. The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions

shall be determined in accordance with the laws of the State of California. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

14. **Paragraph Titles.** The paragraph titles of this Agreement are (i) inserted only for the convenience of the Parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the Agreement to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this Agreement or in any way affect the agreement of the Parties set out in this Agreement.

15. **Ambiguities.** Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.

16. **Entire Agreement.** This Agreement embodies the entire agreement between the Parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the Parties at the time of execution of this Agreement. This Agreement may only be modified or amended by the mutual consent of the Parties in writing.

17. **Authority to Execute.** The individuals executing this Agreement and the instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective Parties to the terms and conditions hereof and thereof.

20. **Counterparts.** The Parties may execute duplicate originals (counterparts) of the Agreement or any other documents that they are required to sign or furnish pursuant to the Agreement.

21. **Survival.** The rights and obligations created by this Agreement shall survive the consummation of transfer of the Property until full performance of the respective obligations under this Agreement have been performed by the parties.

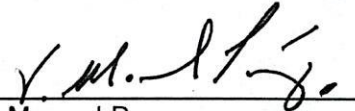
[Signature Provisions on Following Page]

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

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

County:
County of Riverside, a political
subdivision of the State of California

City:
City of Wildomar, a California
Municipal Corporation

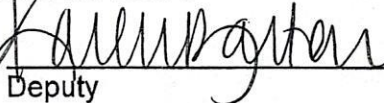
By: 
V. Manuel Perez
Chairman, Board of Supervisors

By: _____
Dustin Nigg
Its: Mayor

Date: MAY 05 2020

Date: _____

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

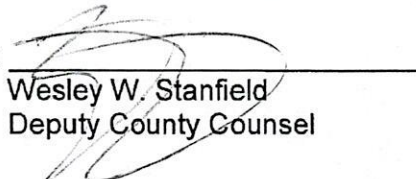
By: 
Wesley W. Stanfield
Deputy County Counsel

EXHIBIT A

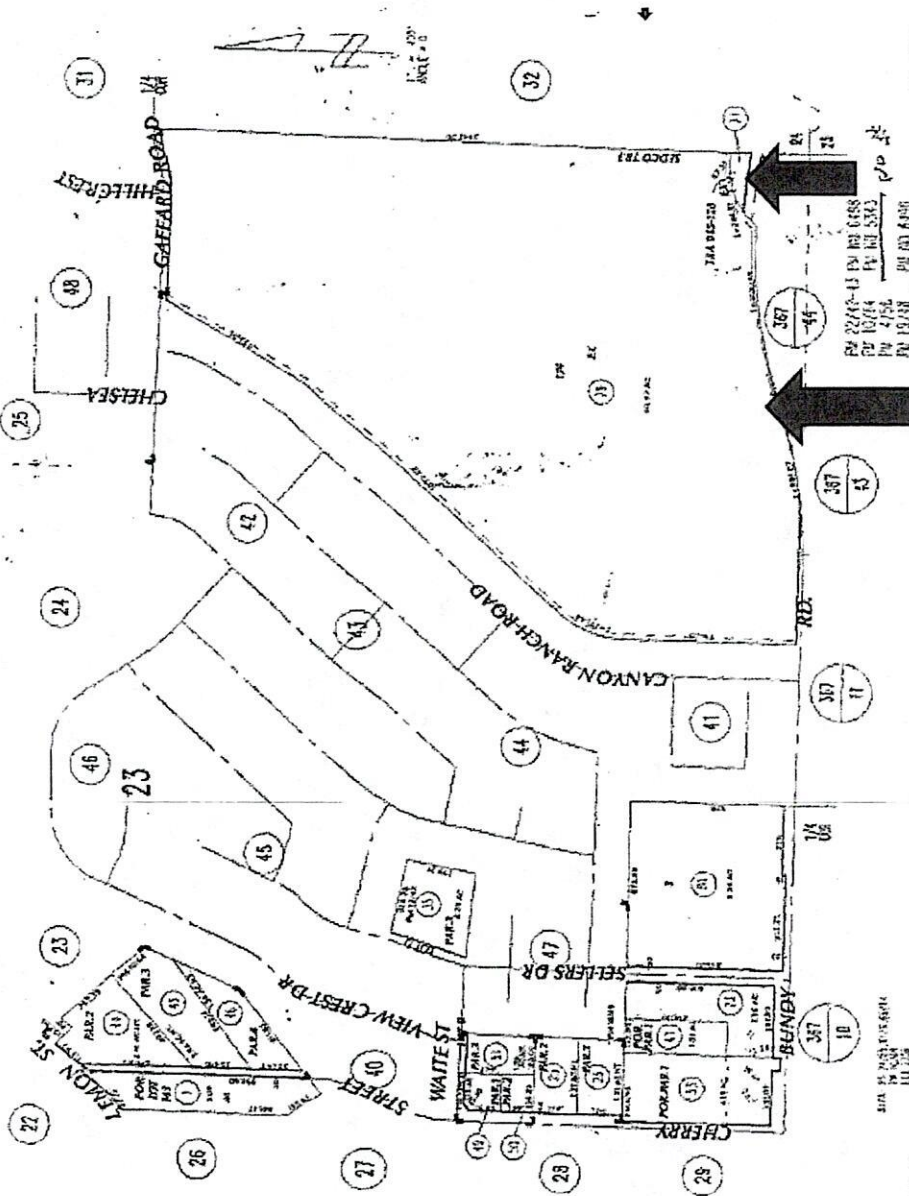
366-30

11-33

SEC. 23 T. 65S., R. 4W

THIS MAP WAS PREPARED BY AN INDEPENDENT PROFESSIONAL SURVEYOR AND IS NOT A PART OF THE RECORD OF THE BUREAU OF LAND MANAGEMENT. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.

T.R.A. 084-206
055-104
055-101



P# 22/03-13 P# 03 0488
 P# 10/74 P# 03 5343
 P# 4/54 P# 03 4306
 P# 19/38 P# 03 7380
 P# 25/04-06 P# 03 7380
 P# 13/03 P# 03 20530
 P# 10/32-35 S# 03 03 1

JUL 31 2000
SUN 20K

S# 03 03 5343
 S# 03 03 4306
 S# 03 03 7380
 S# 03 03 20530

WESTBROOK, INC. 165 N.E. 35
 Ada, Oklahoma 74801
 S# 03

SECTION	ACRES	OWNER	DATE	REMARKS
23	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
24	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
25	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
26	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
27	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
28	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
29	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
30	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
31	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
32	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
33	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
34	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
35	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
36	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
37	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
38	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
39	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
40	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
41	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
42	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
43	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
44	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
45	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
46	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
47	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
48	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED
49	1.00	WESTBROOK, INC.	7/31/00	ACQUIRED

EXHIBIT "B"
FORM OF QUITCLAIM DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENT TO:

City of Wildomar,
23673 Clinton Keith Rd, Suite 201
Wildomar, CA, 92595

Exempt from Recording Fee
Pursuant to Government Code Section 6103

Exempt from Documentary Tax
Pursuant to R & T Code 11922

Space above this line reserved for Recorder's Use

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ None
 Computed on full value of property conveyed, or
computed on full value less liens and encumbrances remaining at time of sale
Unincorporated Area City of Wildomar

PROJECT: Bundy Canyon Road Widening
APN: 366-300-077 (portion)
PARCEL: 0655-029A

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the COUNTY OF RIVERSIDE, a political subdivision, of the State of California (hereby referred to as "Grantor"), hereby remises, releases and quitclaim to CITY OF WILDOMAR, a California Municipal Corporation (hereby referred to as "Grantee"), the following described real property in the City of Wildomar, County of Riverside, State of California.

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

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of the ____
day of _____, 20____.

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

By: _____
V. Manuel Perez
Chairman, Board of Supervisors

Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION
0655-029A

BEING THAT PORTION LOT 177, TOGETHER WITH THAT PORTION OF THE SOUTHERLY 20.00 FEET OF BUNDY CANYON ROAD (40.00 FEET WIDE AND RECORDED AS BUNDY ROAD) OF SEDCO TRACT NO. 1, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGES 58 THROUGH 75, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, AND BEING ALL OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO THE COUNTY OF RIVERSIDE BY INSTRUMENT NUMBER 321988, RECORDED AUGUST 29, 1990, OFFICIAL RECORDS OF SAID COUNTY RECORDER, LYING WITHIN THE SOUTHEAST ONE-QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SOUTHEASTERLY CORNER OF SAID LAND OF THE COUNTY OF RIVERSIDE AND ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BUNDY CANYON ROAD AS SHOWN ON TRACT NO. 23281 PER MAP ON FILE IN BOOK 231, PAGES 30 THROUGH 34, INCLUSIVE, OF MAPS IN THE OFFICE OF SAID COUNTY RECORDER, BEING THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,054.78 FEET AND AN INITIAL RADIAL BEARING OF NORTH 10°14'51" EAST;

THENCE ALONG THE SOUTHERLY LINE OF SAID LAND OF THE COUNTY OF RIVERSIDE AND SAID NORTHERLY RIGHT-OF-WAY LINE, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°37'56", AN ARC DISTANCE OF 237.86 FEET TO THE CENTERLINE OF BUNDY CANYON ROAD (40.00 FEET WIDE AND RECORDED AS BUNDY ROAD) OF SEDCO TRACT NO. 1, BEING THE BEGINNING OF NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 278.04 FEET AND AN INITIAL RADIAL BEARING OF NORTH 36°48'27" WEST;

THENCE ALONG SAID CENTERLINE OF BUNDY CANYON ROAD PER SEDCO TRACT NO. 1, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°50'29", AN ARC DISTANCE OF 183.63 FEET;

THENCE SOUTH 88°57'58" EAST, A DISTANCE OF 66.12 FEET TO THE EASTERLY LINE OF SAID SECTION 23;

THENCE ALONG SAID EASTERLY LINE OF SECTION 23 AND THE EASTERLY LINE OF SAID LOT 177, SOUTH 01°11'28" WEST, A DISTANCE OF 82.89 FEET TO THE **POINT OF BEGINNING**;

PARCEL CONTAINS 13,007 SQUARE FEET OR 0.299 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 1.000105670 TO OBTAIN GROUND DISTANCE.

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

PREPARED UNDER MY SUPERVISION:


JOHN R. DUQUETTE, P.L.S. 7566



9/25/2018
DATED:

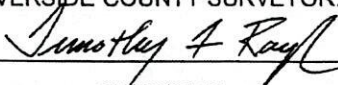
THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.	
BY:	
DATE:	09/09/2019

EXHIBIT "B"
(0655-029A)

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.
BY: *Timothy A. Rayl*
DATE: 09/09/2019



APN 366-320-48

P.O.B.

N10°14'51"E(R)

BUNDY CANYON ROAD
PER MB 10/58-75
(SEDCO TRACT NO. 1)
VACATED PER INST. NO. 23126
REC. 1/19/1990

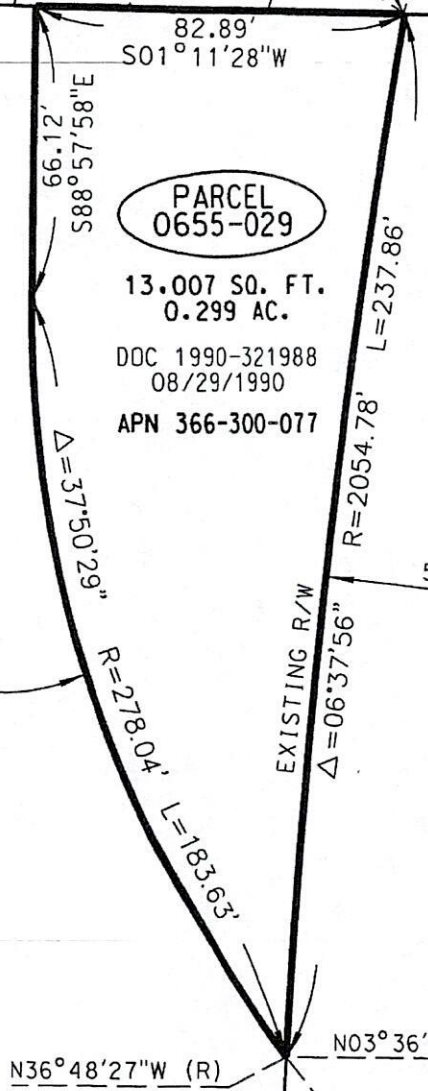
PARCEL
0655-029

13,007 SQ. FT.
0.299 AC.

DOC 1990-321988
08/29/1990

APN 366-300-077

APN 366-300-079



BUNDY CANYON ROAD

BUNDY

MB 231 / 30-34

TRACT 23281

SEC. 23, T. 6 S., R. 4 W.

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000105670

PCL No.: 0655-029A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: B5-0655	PROJECT: BUNDY 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: RVB	APPROVED BY: <i>John Duquette</i> DATE: 9/25/2018
DATE: SEPTEMBER, 2018	
SHEET 1 OF 2	



EXHIBIT "B"
(0655-029A)

RIGHT OF WAY NOTES

① R/W PER M.B. 231/30-34
REC. 5/02/1991

EASEMENT NOTES

- ① AN EASEMENT IN FAVOR OF SUPERIOR MUTUAL WATER COMPANY PER 379/85 ET. SEQ. OF DEEDS. BLANKET IN NATURE.
- ② AN EASEMENT IN FAVOR OF SUPERIOR MUTUAL WATER COMPANY PER 489/165 ET. SEQ. OF DEEDS . BLANKET IN NATURE.
- ⑦ DECLARATION OF OWNERSHIP OF EXCESS WATER RIGHTS BY SOUTH ELSINORE MUTUAL WATER COMPANY. BLANKET IN NATURE. PER O.R. 176/293 ET SEQ.

SEC. 23, T. 6 S., R. 4 W.

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000105670

PCL No.: 0655-029A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: B5-0655	PROJECT: BUNDY 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: RVB	
DATE: SEPTEMBER, 2018	APPROVED BY: <u>John Duquette</u> DATE: 9/25/2018
SHEET 2 OF 2	



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

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Quitclaim Deed as of _____, 20____, from **COUNTY OF RIVERSIDE, a Political Subdivision of the State of California**, is hereby accepted by the order of the City Council of the City of Wildomar on _____ 20____, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated as of: _____, 20__

By: _____
Title: _____

ATTEST:

EXHIBIT "C"
FORM OF PUBLIC ROAD AND UTILITY EASEMENT DEED

Recording requested by:
City Clerk of the City of Wildomar
WHEN RECORDED MAIL TO:

City of Wildomar
23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595

FREE RECORDING REQUESTED
DOCUMENTARY TRANSFER TAX \$ NONE |

Per Gov't Code 11922

PROJECT: Bundy Canyon Road Widening
APN: 366-300-079 (Portion)
PARCEL: 0655-015A

PUBLIC ROAD & UTILITY EASEMENT

FOR A VALUEABLE CONSIDERATION, receipt of which is hereby acknowledged,

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

as to (hereinafter referred to as "Grantor") hereby grants to **City of Wildomar, a California Municipal Corporation** (hereinafter referred to as "City"), 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, described as follows:

SEE EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF:

GRANTOR:

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

By: _____
Chairman, Board of Supervisors

Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION
0655-015A

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY INSTRUMENT NUMBER 1998-271370, RECORDED JULY 01, 1998, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTH EAST ONE-QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF TRACT NO. 20483-1 ON FILE IN MAP BOOK 176, PAGES 43 THROUGH 45, INCLUSIVE, RECORDS OF SAID RECORDER, BEING A POINT ON THE CENTERLINE OF BUNDY CANYON ROAD, AS SHOWN THEREON;

THENCE NORTH $01^{\circ}11'37''$ EAST ALONG THE EASTERLY LINE OF SAID TRACT NO. 20483-1, A DISTANCE OF 54.99 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BUNDY CANYON ROAD (55.00 FOOT NORTHERLY HALF-WIDTH) AS SHOWN THEREON, SAID POINT BEING THE NORTHWESTERLY CORNER OF THAT CERTAIN EASEMENT RESERVED FOR ROAD PURPOSES (55.00 FOOT NORTHERLY HALF-WIDTH) AS DESCRIBED BY INSTRUMENT NUMBER 1990-321989, RECORDED AUGUST 29, 1990, SAID OFFICIAL RECORDS, HEREINAFTER REFERRED TO AS "RESERVATION PARCEL", AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTH $01^{\circ}11'37''$ EAST ALONG SAID EASTERLY LINE, AND ALONG THE WESTERLY LINE OF SAID INSTRUMENT NUMBER 1998-271370, A DISTANCE OF 18.01 FEET TO A LINE PARALLEL WITH AND DISTANT 73.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF BUNDY CANYON ROAD (PER SAID RESERVATION PARCEL);

THENCE SOUTH $88^{\circ}51'46''$ EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 267.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1,927.00 FEET;

THENCE EASTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF $20^{\circ}08'22''$, AN ARC DISTANCE OF 677.34 FEET;

THENCE NORTH $70^{\circ}59'51''$ EAST, A DISTANCE OF 159.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,973.00 FEET;

THENCE EASTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF $26^{\circ}40'57''$, AN ARC DISTANCE OF 918.82 FEET TO THE EASTERLY LINE OF SAID INSTRUMENT NUMBER 1998-271370, ALSO BEING THE EAST LINE OF SAID SECTION 23;

THENCE SOUTH $01^{\circ}11'28''$ WEST ALONG SAID EASTERLY LINE AND SAID EAST LINE, A DISTANCE OF 3.25 FEET TO THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY INSTRUMENT NUMBER 1990-321988, RECORDED AUGUST 29, 1990, SAID OFFICIAL RECORDS;

EXHIBIT "A"
LEGAL DESCRIPTION
0655-015A

THENCE NORTH 88°57'58" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 66.12 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 278.04 FEET;

THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHERLY LINE AND ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 37°50'29", AN ARC DISTANCE OF 183.63 FEET RETURNING TO SAID NORTHERLY RIGHT-OF-WAY LINE (55.00 NORTHERLY HALF WIDTH, PER SAID RESERVATION PARCEL) AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,054.78 FEET AND AN INITIAL RADIAL BEARING OF NORTH 03°36'55" EAST;

THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 22°21'39", AN ARC DISTANCE OF 801.92 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1,944.80 FEET AND AN INITIAL RADIAL BEARING OF NORTH 18°44'44" EAST;

THENCE WESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY AND ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 19°52'58", AN ARC DISTANCE OF 674.88 FEET;

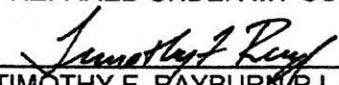
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 88°51'46" WEST, A DISTANCE OF 299.91 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL CONTAINS 69,239 SQUARE FEET OR 1.590 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 1.000105670 TO OBTAIN GROUND DISTANCE.

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

PREPARED UNDER MY SUPERVISION:


TIMOTHY F. RAYBURN (P.L.S. 8455)

5/23/2010
DATED:



EXHIBIT "B"

VICINITY MAP
(0655-015A)

SEC. 23, T. 6 S., R. 4 W., S.B.M.

INST 1998-271370
07/01/1998

APN 366-300-079

EAST LINE OF
TRACT NO. 20483-1
MB 176/43-45

N01°11'37"E

SHEET 2

PARCEL
0655-015A
69,239 SQ. FT.
1.590 AC.

APN 366-300-077

SECTION 23
SECTION 24

T.P.O.B.

BUNDY-CANYON-ROAD

SHEET 3

SHEET 4

N68°51'46"W

SECTION LINE

N88°52'04"W

SECTION 23
SECTION 28

P.O.C.
SOUTHEASTLY CORNER
TRACT NO. 20483-1

WALNUT CREEK RD

OAK CANYON DRIVE

VALLEY VISTA CIR

N01°11'28"E

SEC. 26, T. 6 S., R. 4 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 1.000105670

PCL No.: 0655-015A

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

WO No.: B5-0655

PROJECT: BUNDY 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: NG/JAL

DATE: MAY, 2019

APPROVED BY:

Timothy F. Rayburn

DATE: 5/23/2019

SHEET 1 OF 4



EXHIBIT "B"

(0655-015A)

EASEMENT DATA:

① AN EASEMENT IN FAVOR OF SUPERIOR MUTUAL WATER COMPANY, PER BK 379 PG 385 et seq. OF DEEDS, REC 09/22/1913, SAID EASEMENT IS BLANKET IN NATURE.

② AN EASEMENT IN FAVOR OF SOUTH ELSINORE MUTUAL WATER COMPANY, PER BK 489 PG 165 et seq. OF DEEDS, REC 07/16/1918, EASEMENT IS BLANKET IN NATURE.

⑦ DECLARATION OF OWNERSHIP OF EXCESS WATER RIGHTS BY SOUTH ELSINORE MUTUAL WATER COMPANY PER BK 176 PG 293 et seq. OF OFFICIAL RECORDS, FOR THE PURPOSE OF CLARIFYING THE PUBLIC RECORDS TO SUCH OWNERSHIP AND LIMITS OF OPERATIONS. BLANKET IN NATURE.

INST 1998-271370
07/01/1998

APN 366-300-079

①②⑦

RIGHT-OF-WAY INFORMATION:

① RIGHT-OF-WAY ADOPTED BY BOARD RESOLUTION DATED, 2/24/1948 IN SUPERVISOR'S MINUTES BOOK 40 PAGE 238 THROUGH 240, INCLUSIVE OF DEEDS, AS SHOWN IN THE 1948 RIVERSIDE COUNTY ROAD BOOK, PAGES 37 AND 38

② AN EASEMENT FOR PUBLIC ROAD PURPOSES, PER INST. #321989, REC 08/29/1990



SEC. 23, T. 6 S., R. 4 W., S.B.M.

EAST LINE OF TRACT NO. 20483-1 MB 176/43-45
N01°11'37"E

N01°11'37"E
18.01'

T.P.O.B.

NORTHWESTERLY CORNER

588°51'46"E 267.91'

N88°51'46"W 299.91'

54.99'

BUNDY CANYON ROAD

N88°51'46"W

P.O.C.

SOUTHEAST CORNER OF TRACT NO. 20483-1 MB 176/43-45

PARCEL 0655-015A

69,239 SQ. FT.
1.590 AC.

R=1,927.00' Δ=20°08'23" T=342.20' D=677.34

R=1,944.80' Δ=19°52'58" T=340.87' D=674.88'

EXISTING R/W

20'
54.99'

SECTION LINE

SEC. 23
SEC. 26

SEC. 26, T. 6 S., R. 4 W., S.B.M.

SEE SHEET 3 MATCH LINE

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000105670

PCL No.: 0655-015A

WO No.: B5-0655

SCALE: NTS

PREPARED BY: NG/JAL

DATE: MAY, 2019

SHEET 2 OF 4

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

PROJECT: BUNDY CANYON ROAD WIDENING

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

APPROVED BY:

Timothy F. Rayburn

DATE: 9/23/2018



EXHIBIT "B"

(0655-015A)

EASEMENT DATA:

- ① AN EASEMENT IN FAVOR OF SUPERIOR MUTUAL WATER COMPANY, PER BK 379 PG 385 et seq. OF DEEDS, REC 09/22/1913, SAID EASEMENT IS BLANKET IN NATURE.
- ② AN EASEMENT IN FAVOR OF SOUTH ELSINORE MUTUAL WATER COMPANY, PER BK 489 PG 165 et seq. OF DEEDS, REC 07/16/1918, EASEMENT IS BLANKET IN NATURE.
- ③ DECLARATION OF OWNERSHIP OF EXCESS WATER RIGHTS BY SOUTH ELSINORE MUTUAL WATER COMPANY PER BK 176 PG 293 et seq. OF OFFICIAL RECORDS, FOR THE PURPOSE OF CLARIFYING THE PUBLIC RECORDS TO SUCH OWNERSHIP AND LIMITS OF OPERATIONS. BLANKET IN NATURE.

INST 1998-271370
07/01/1998
APN 366-300-079

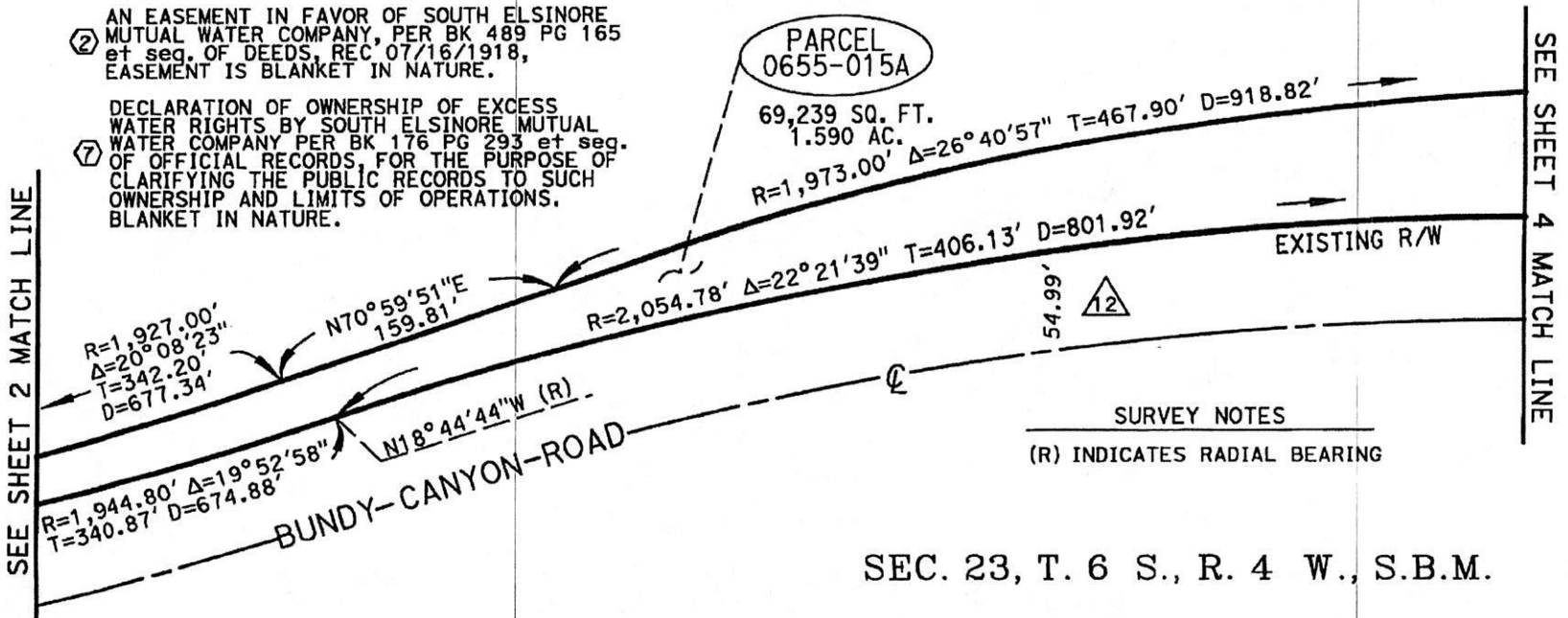
RIGHT-OF-WAY INFORMATION:

△ AN EASEMENT FOR PUBLIC ROAD PURPOSES, PER INST. #321989, REC 08/29/1990

①②⑦

PARCEL
0655-015A

69,239 SQ. FT.
1.590 AC.



SEE SHEET 2 MATCH LINE

SEE SHEET 4 MATCH LINE

SURVEY NOTES
(R) INDICATES RADIAL BEARING

SEC. 23, T. 6 S., R. 4 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 1.000105670	
PCL No.: 0655-015A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: B5-0655	PROJECT: BUNDY 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: NG/JAL	
DATE: MAY, 2019	APPROVED BY: <i>Justin J. Red</i> DATE: 5/23/2019
SHEET 3 OF 4	



EXHIBIT "B"

(0655-015A)

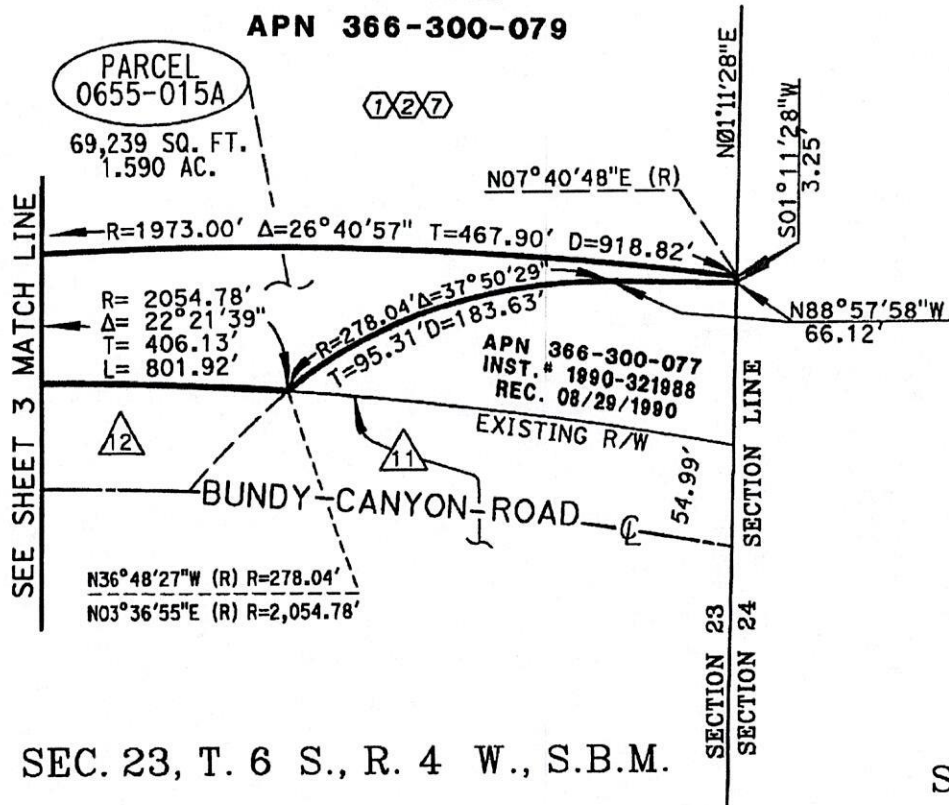
INST 1998-271370
07/01/1998

APN 366-300-079

PARCEL
0655-015A

69,239 SQ. FT.
1.590 AC.

①②⑦



EASEMENT DATA:

- ① AN EASEMENT IN FAVOR OF SUPERIOR MUTUAL WATER COMPANY, PER BK 379 PG 385 et seq. OF DEEDS, REC 09/22/1913, SAID EASEMENT IS BLANKET IN NATURE.
- ② AN EASEMENT IN FAVOR OF SOUTH ELSINORE MUTUAL WATER COMPANY, PER BK 489 PG 165 et seq. OF DEEDS, REC 07/16/1918, EASEMENT IS BLANKET IN NATURE.
- ⑦ DECLARATION OF OWNERSHIP OF EXCESS WATER RIGHTS BY SOUTH ELSINORE MUTUAL WATER COMPANY PER BK 176 PG 293 et seq. OF OFFICIAL RECORDS, FOR THE PURPOSE OF CLARIFYING THE PUBLIC RECORDS TO SUCH OWNERSHIP AND LIMITS OF OPERATIONS. BLANKET IN NATURE.

RIGHT-OF-WAY INFORMATION:

- ①① RIGHT-OF-WAY DEDICATED AND ACCEPTED PER MB 231/30-34
- ①② AN EASEMENT FOR PUBLIC ROAD PURPOSES, PER INST. #321989, REC 08/29/1990

SURVEY NOTES

(R) INDICATES RADIAL BEARING

SEC. 23, T. 6 S., R. 4 W., S.B.M.

SEC. 24, T. 6 S., R. 4 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 1.000105670	
PCL No.: 0655-015A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: B5-0655	PROJECT: BUNDY 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: NG/JAL	
DATE: MAY, 2019	APPROVED BY: <i>Santhya R</i>
SHEET 4 OF 4	DATE: 5/23/2019



CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 _____)

County of _____)

On _____ before me _____

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.

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (S)
 Corporate Officer

- (Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural form by crossing off incorrect form (i.e. he/she/they, is/are) or circling the correct form. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudged, re-ink if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ◊ Additional information is not required but could help to ensure this acknowledgment is not assumed to be attached to a different document.
 - ◊ Indicate title or type of attached document, number of pages and date.
 - ◊ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Public Road & Utility Easement dated as of _____, 2020, from **COUNTY OF RIVERSIDE, a political subdivision of the State of California**, is hereby accepted by the order of the City Council of the City of Wildomar on _____ 20____, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated as of: _____, 2020

By: _____
Title: _____

ATTEST:

EXHIBIT "D"
FORM OF TEMPORARY CONSTRUCTION EASEMENT DEED

Recording requested by:
City Clerk of the City of Wildomar
WHEN RECORDED MAIL TO:

City of Wildomar
23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595

FREE RECORDING REQUESTED - Essential to acquisition
City of Wildomar - See Gov't Code 6103

APN: 366-300-079 (Portion)
PARCEL NO. 0655-015C

DOCUMENTARY TRANSFER TAX \$ NONE

TEMPORARY CONSTRUCTION EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

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

hereinafter termed Grantor, does hereby grant to the CITY OF WILDOMAR, a municipal corporation, hereinafter termed Grantee, an easement for ingress, egress and construction purposes, including but not limited to the use of the easement by Grantee and its officers, employees, agents, contractors and subcontractors, for the removal, clearance, grading, and construction of a roadway improvements, or other necessary uses, in connection with the project over that certain real property (the "Property") situated in the City of Wildomar, County of Riverside, State of California, as depicted on Exhibit "A" attached hereto and incorporated herein by reference.

The Grantee agrees to restore or have restored the temporary construction easement area as reasonably as possible to the pre-existing condition or to a condition mutually agreed upon within a reasonable time.

GRANTEE shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any act of GRANTEE, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Temporary Construction Easement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of GRANTEE, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. GRANTEE shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by GRANTEE, GRANTEE shall, at its sole cost have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes GRANTEE'S indemnification to Indemnitees as set forth herein.

GRANTEE'S obligation hereunder shall be satisfied when GRANTEE has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the GRANTEE from indemnifying the Indemnitees to the fullest extent allowed by law. It is further understood and agreed that this easement shall extend for a period of twelve (12) months commencing at the recordation of the Easement. Grantee shall provide Grantor written notice upon recordation to confirm commencement date.

In the event Grantee is unable to complete the Project before the expiration of the Temporary Construction Easement period, Grantor shall grant Grantee an automatic extension of the Temporary Construction Easement for a period of an additional thirty-six (36) month term. The Extension Period will begin upon written notice provided by the Grantee to the Grantor. Written notice may be provided by personal delivery U.S. Mail, or via email, and will state the additional the number of months required to complete the project.

SEE DEPICTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

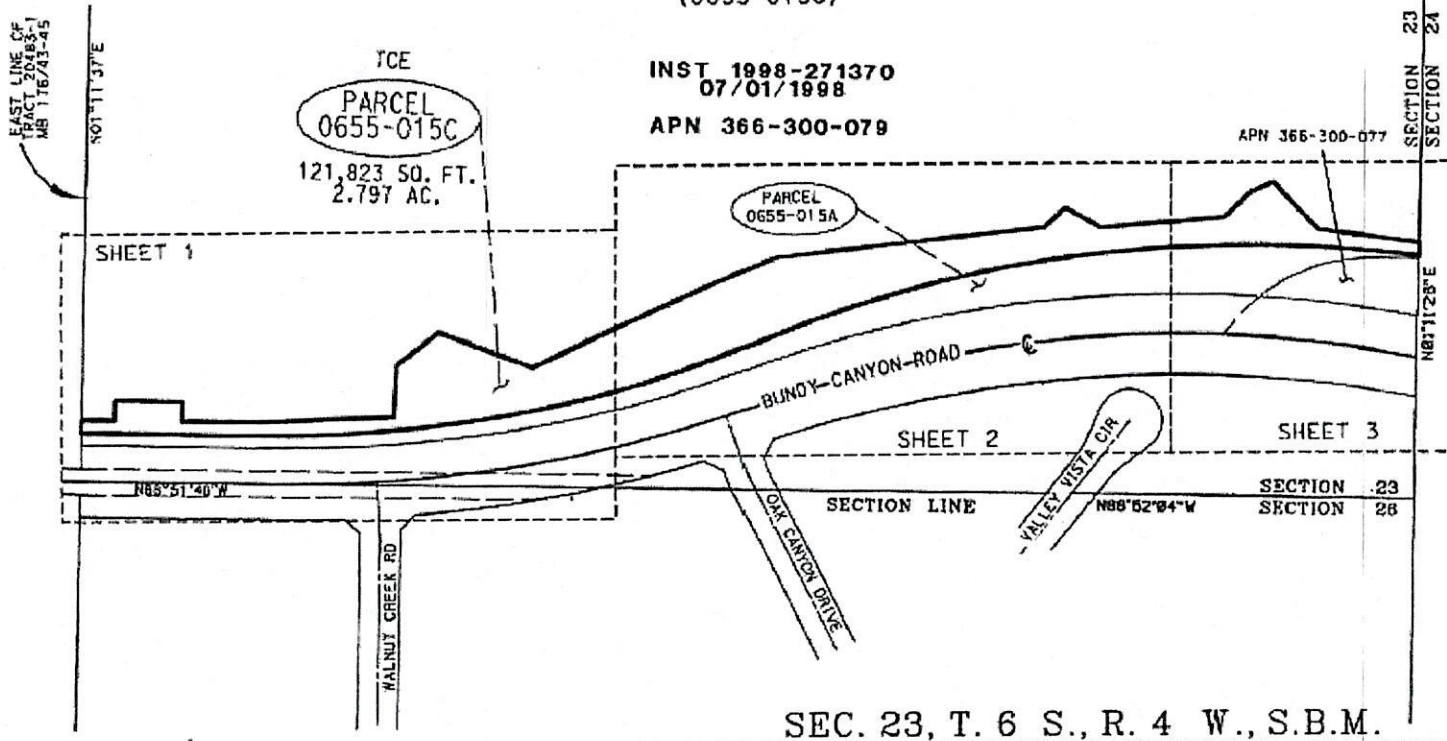
GRANTOR:
COUNTY OF RIVERSIDE, a Political
Subdivision of the State of California

Name: _____
V. Manuel Perez
Chairman, Board of Supervisors

Dated: _____

EXHIBIT "A"

EXHIBIT "A"
VICINITY MAP
TEMPORARY CONSTRUCTION EASEMENT
(0655-015C)



INST 1998-271370
07/01/1998
APN 366-300-079

TCE
PARCEL
0655-015C
121,823 SQ. FT.
2.797 AC.

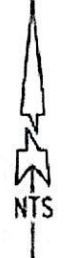
PARCEL
0655-015A

WALNUT CREEK RD

BUNDOY-CANYON-ROAD

OAK CANYON DRIVE

VALLEY VISTA CIR



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000105670

PCL No.: 0655-015C	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: 85-0655	PROJECT: BUNDOY CANYON ROAD WIDENING
SCALE: NTS	
PREPARED BY: NG	
DATE: JANUARY, 2019	APPROVED BY:
SHEET 1 OF 4	DATE: 2019015



DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A"

EASEMENT DATA:

① AN EASEMENT IN FAVOR OF SUPERIOR MUTUAL WATER COMPANY, PER BK 379 PG 385 et seq. OF DEEDS, REC 09/22/1913, SAID EASEMENT IS BLANKET IN NATURE.

② AN EASEMENT IN FAVOR OF SOUTH ELSINORE MUTUAL WATER COMPANY, PER BK 489 PG 165 et seq. OF DEEDS, REC 07/16/1918, EASEMENT IS BLANKET IN NATURE.

⑦ DECLARATION OF OWNERSHIP OF EXCESS WATER RIGHTS BY SOUTH ELSINORE MUTUAL WATER COMPANY PER BK 176 PG 293 et seq. OF OFFICIAL RECORDS, FOR THE PURPOSE OF CLARIFYING THE PUBLIC RECORDS TO SUCH OWNERSHIP AND LIMITS OF OPERATIONS. BLANKET IN NATURE.

**TEMPORARY CONSTRUCTION EASEMENT
(0655-015C)**

**INST 1998-271370
07/01/1998**

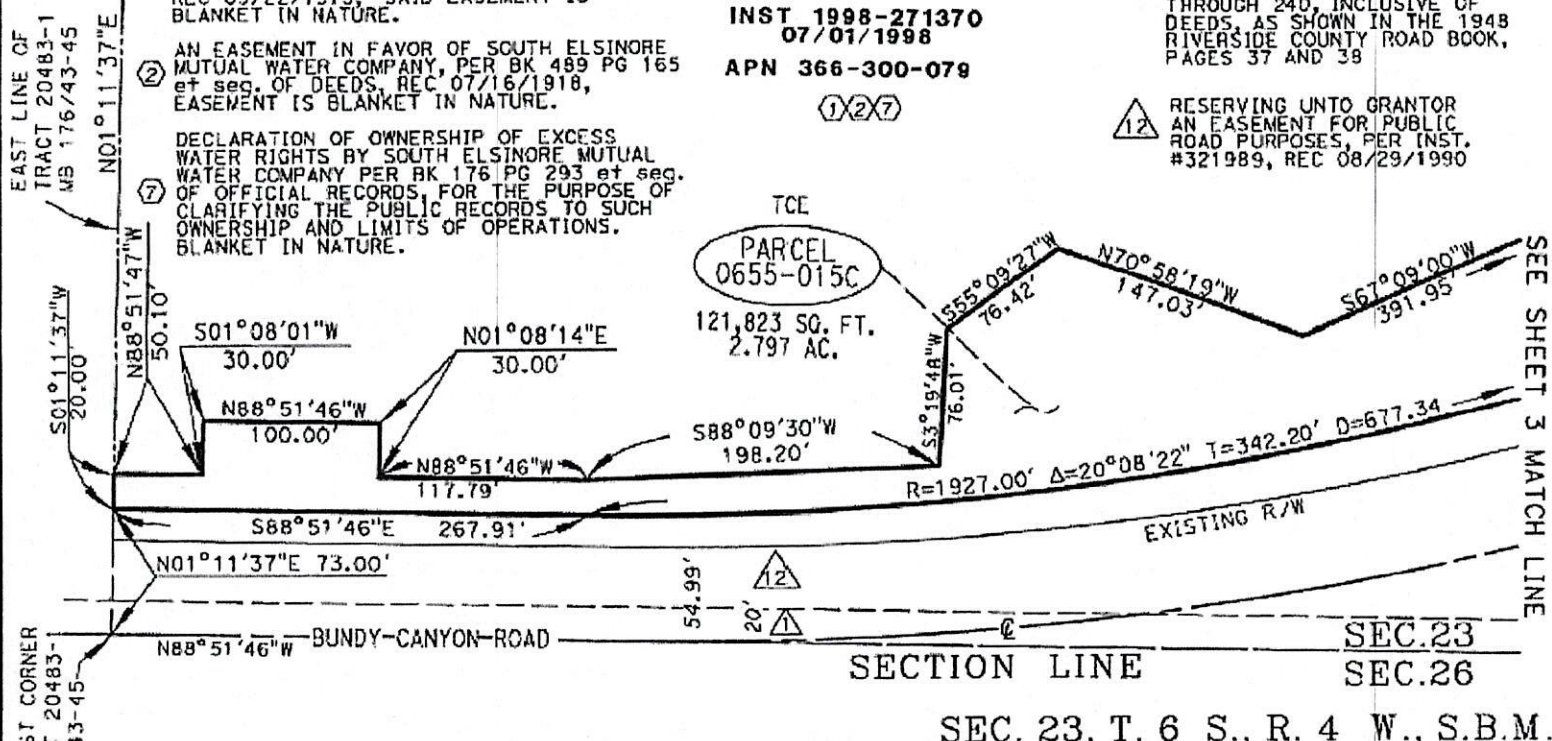
APN 366-300-079

①②⑦

RIGHT-OF-WAY INFORMATION:

△_i RIGHT-OF-WAY ADOPTED BY BOARD RESOLUTION DATED, 2/24/1948 IN SUPERVISORS MINUTES BOOK 40 PAGE 238 THROUGH 240, INCLUSIVE OF DEEDS, AS SHOWN IN THE 1948 RIVERSIDE COUNTY ROAD BOOK, PAGES 37 AND 38

△₁₂ RESERVING UNTO GRANTOR AN EASEMENT FOR PUBLIC ROAD PURPOSES, PER INST. #321989, REC 08/29/1990



EAST LINE OF TRACT 20483-1 MB 176/43-45

SOUTHEAST CORNER OF TRACT 20483-1 MB 176/43-45

SEE SHEET 3 MATCH LINE



SECTION LINE
SEC. 23 SEC. 26
SEC. 23, T. 6 S., R. 4 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 1.000105670	
PCL No.: 0655-015C	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: B5-0655	PROJECT: BUNDY CANYON ROAD WIDENING
SCALE: NTS	
PREPARED BY: NG	
DATE: JANUARY, 2019	APPROVED BY: <i>[Signature]</i> DATE: 201905
SHEET 2 OF 4	



EASEMENT DATA:

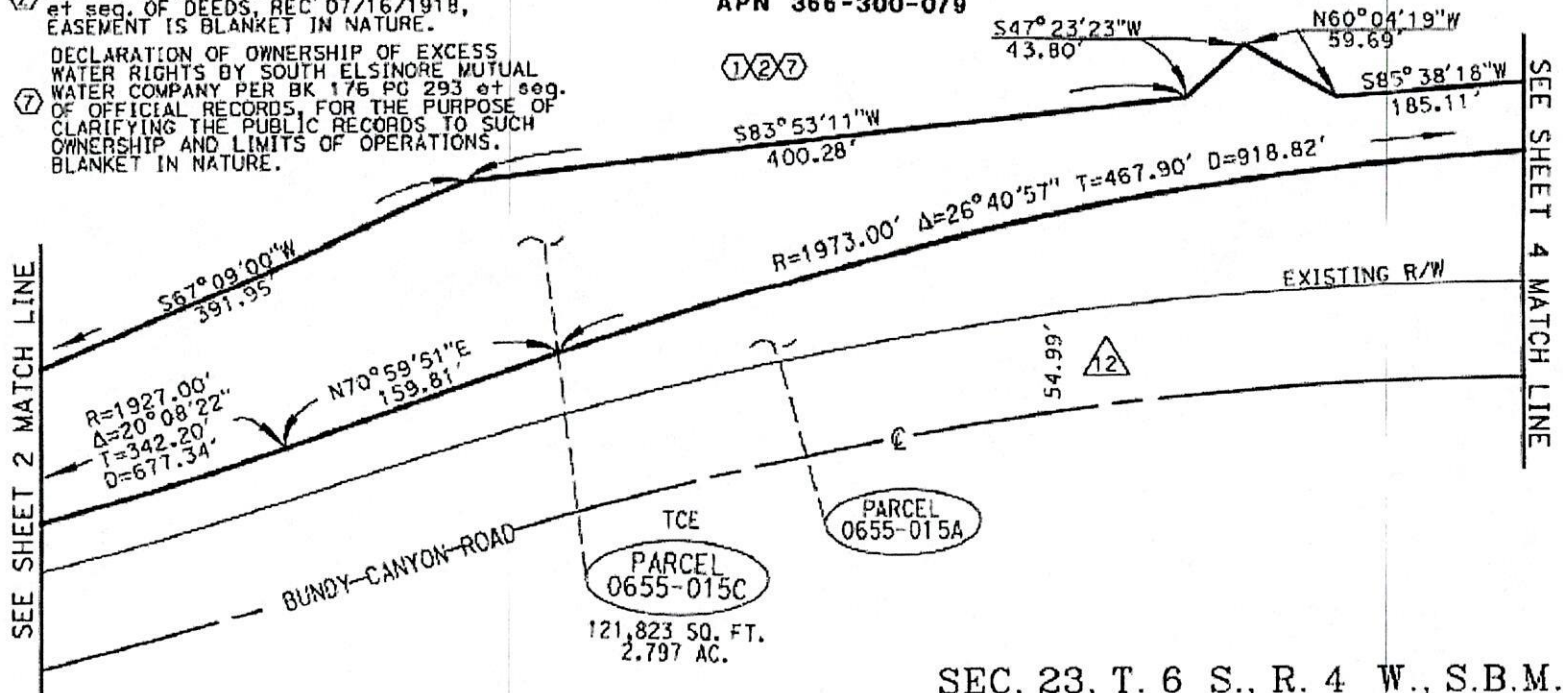
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- ② AN EASEMENT IN FAVOR OF SOUTH ELSINORE MUTUAL WATER COMPANY, PER BK 489 PG 165 et seq. OF DEEDS, REC 07/16/1918, EASEMENT IS BLANKET IN NATURE.
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EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
 (0655-015C)

INST 1998-271370
 07/01/1998
 APN 366-300-079

RIGHT-OF-WAY INFORMATION:

⑫ RESERVING UNTO GRANTOR AN EASEMENT FOR PUBLIC ROAD PURPOSES, PER INST. #321989, REC 08/29/1990



SEC. 23, T. 6 S., R. 4 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 1.000105670	
PCL No.: 0655-015C	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: 85-0655	PROJECT: BUNDY CANYON ROAD WIDENING
SCALE: NTS	
PREPARED BY: NG	
DATE: JANUARY, 2019	APPROVED BY: <i>[Signature]</i>
SHEET 3 OF 4	DATE: 20190115



INST 1998-271370
07/01/1998
APN 366-300-079

EXHIBIT "A"

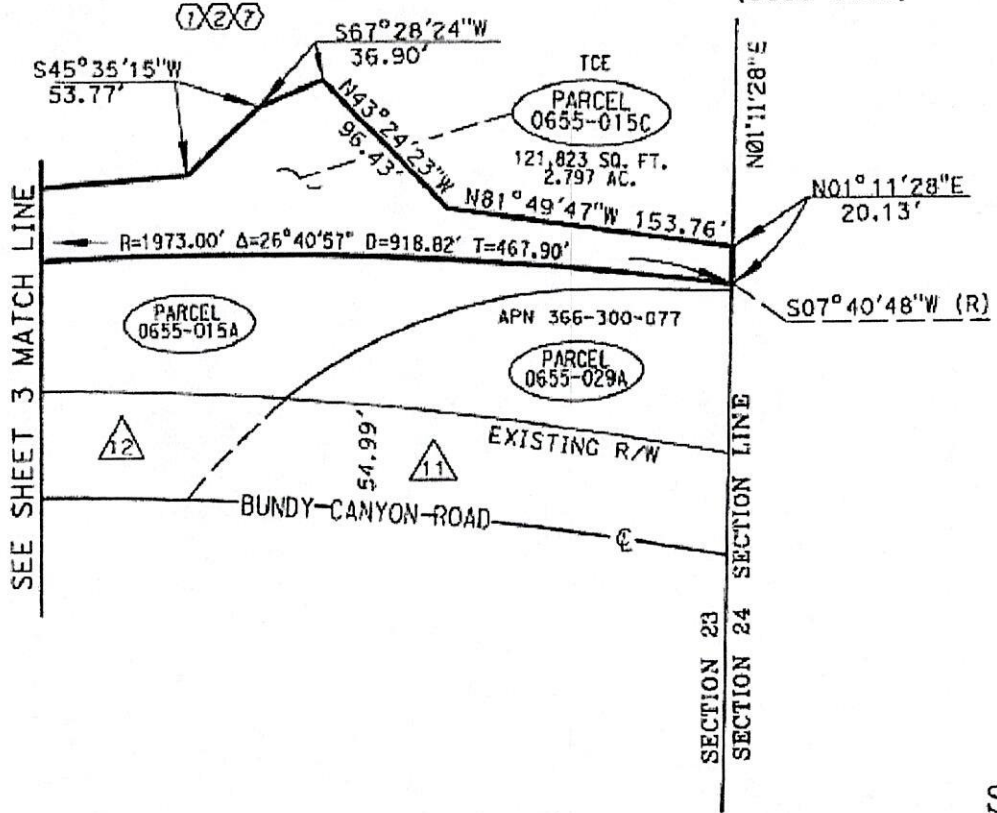
TEMPORARY CONSTRUCTION EASEMENT (0655-015C)

EASEMENT DATA:

- ① AN EASEMENT IN FAVOR OF SUPERIOR MUTUAL WATER COMPANY, PER BK 379 PG 385 et seq. OF DEEDS, REC 09/22/1913, SAID EASEMENT IS BLANKET IN NATURE.
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RIGHT-OF-WAY INFORMATION:

- ① RIGHT-OF-WAY DEDICATED AND ACCEPTED PER MB 231/30-34
- ② RESERVING UNTO GRANTOR AN EASEMENT FOR PUBLIC ROAD PURPOSES, PER INST. #321989, REC 08/29/1990



SEC. 23, T. 6 S., R. 4 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 1.000105670

PCL No.: 0655-015C	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: B5-0655	PROJECT: BUNDY CANYON ROAD WIDENING
SCALE: NTS	
PREPARED BY: NG	
DATE: JANUARY, 2019	
SHEET 4 OF 4	APPROVED BY: <i>[Signature]</i> DATE: <i>01/01/19</i>



CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 _____)

County of _____)

On _____ before me, _____
(Print Name and Title of the Officer)

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.

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California Statutes regarding notary wording and if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the title of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ◊ Additional information is not required but could help to ensure this acknowledgment is not removed or attached to a different document.
 - ◊ Indicate title or type of attached document, number of pages and date.
 - ◊ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Temporary Construction Easement dated as of _____, 2020 from **COUNTY OF RIVERSIDE, a Political Subdivision of the State of California**, is hereby accepted by the order of the City Council of the City of Wildomar on _____ 20____, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated as of: _____, 2020

By: _____

Title: _____

ATTEST:

EXHIBIT "E"
FORM OF GIFT LETTER

GIFT LETTER

Dan York
Assistant City Manager/Public Work Director
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

RE: Bundy Canyon Road Widening Project – City of Wildomar
APN: 366-300-077 – Parcel No. 0655-029A
Portion of APN: 366-300-079 – Parcel Nos. 0655-015A and 0655-015C

Dear Mr. York:

The County of Riverside Transportation Department (County) owns two parcels of land identified as APNs: 366-300-077 and 366-300-079 (Riverside County Parcel No's 0655-029A and 0655-015A). The County is aware of the improvement plans and proposed Bundy Canyon Road Widening Project, in the City of Wildomar, and the proposed improvements within the subject parcels.

The County hereby gives as a gift to the City of Wildomar (City) the necessary land to provide right-of-way for the Bundy Canyon Road Widening Project.

Enclosed are the following Deeds conveying the following property rights to the City of Wildomar (City):

APN: 366-300-077: Fee Simple Interest by Deed (Parcel No. 0655-029A)

Portion of APN: 366-300-079: Conveyance of Public Road and Utility Easement (Parcel No. 0655-015A) and Temporary Construction Easement (Parcel No. 0655-015C)

The County is not requiring the City to appraise the property and agrees to waive any moneys which would be payable to the County if the City were to purchase the land.

COUNTY OF RIVERSIDE, a Political
Subdivision of the State of California

By: _____
V. Manuel Perez, Chairman
Board of Supervisors

Date: _____

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENT TO:

City of Wildomar
23873 Clinton Keith Rd. Suite 201
Wildomar, CA. 92595

Exempt from Recording Fee
Pursuant to Government Code Section 6103

Exempt from Documentary Tax
Pursuant to R & T Code 11922

SV:ar/021420/491TR/30.053

Space above this line reserved for Recorder's Use

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ None
 Computed on full value of property conveyed, or
 computed on full value less liens and encumbrances remaining at time of sale.
 Unincorporated Area City of Wildomar

PROJECT: Bundy Canyon Road Widening
APN: 366-300-077 (portion)
PARCEL: 0655-029A

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the COUNTY OF RIVERSIDE, a political subdivision, of the State of California (hereby referred to as "Grantor"), hereby remises, releases and forever quitclaim to CITY OF WILDOMAR, a California Municipal Corporation (hereby referred to as "Grantee"), all of Grantor's right, title, and interest to the property described and depicted Exhibits "A" and "B" attached hereto and made a part hereof.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of the 5th day of May, 2020.

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

By: V. Manuel Perez
V. Manuel Perez
Chairman, Board of Supervisors

Date: MAY 05 2020

ATTEST:
KECIA R. HARPER, Clerk
By: [Signature]
DEPUTY

MAY 05 2020 3.12

EXHIBIT "A"
LEGAL DESCRIPTION
0655-029A

BEING THAT PORTION LOT 177, TOGETHER WITH THAT PORTION OF THE SOUTHERLY 20.00 FEET OF BUNDY CANYON ROAD (40.00 FEET WIDE AND RECORDED AS BUNDY ROAD) OF SEDCO TRACT NO. 1, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGES 58 THROUGH 75, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, AND BEING ALL OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO THE COUNTY OF RIVERSIDE BY INSTRUMENT NUMBER 321988, RECORDED AUGUST 29, 1990, OFFICIAL RECORDS OF SAID COUNTY RECORDER, LYING WITHIN THE SOUTHEAST ONE-QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SOUTHEASTERLY CORNER OF SAID LAND OF THE COUNTY OF RIVERSIDE AND ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BUNDY CANYON ROAD AS SHOWN ON TRACT NO. 23281 PER MAP ON FILE IN BOOK 231, PAGES 30 THROUGH 34, INCLUSIVE, OF MAPS IN THE OFFICE OF SAID COUNTY RECORDER, BEING THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,054.78 FEET AND AN INITIAL RADIAL BEARING OF NORTH 10°14'51" EAST;

THENCE ALONG THE SOUTHERLY LINE OF SAID LAND OF THE COUNTY OF RIVERSIDE AND SAID NORTHERLY RIGHT-OF-WAY LINE, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°37'56", AN ARC DISTANCE OF 237.86 FEET TO THE CENTERLINE OF BUNDY CANYON ROAD (40.00 FEET WIDE AND RECORDED AS BUNDY ROAD) OF SEDCO TRACT NO. 1, BEING THE BEGINNING OF NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 278.04 FEET AND AN INITIAL RADIAL BEARING OF NORTH 36°48'27" WEST;

THENCE ALONG SAID CENTERLINE OF BUNDY CANYON ROAD PER SEDCO TRACT NO. 1, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°50'29", AN ARC DISTANCE OF 183.63 FEET;

THENCE SOUTH 88°57'58" EAST, A DISTANCE OF 66.12 FEET TO THE EASTERLY LINE OF SAID SECTION 23;

THENCE ALONG SAID EASTERLY LINE OF SECTION 23 AND THE EASTERLY LINE OF SAID LOT 177, SOUTH 01°11'28" WEST, A DISTANCE OF 82.89 FEET TO THE **POINT OF BEGINNING**;

PARCEL CONTAINS 13,007 SQUARE FEET OR 0.299 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 1.000105670 TO OBTAIN GROUND DISTANCE.

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

PREPARED UNDER MY SUPERVISION:


JOHN R. DUQUETTE, P.L.S. 7566



9/25/2018

DATED:

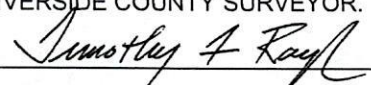
THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.	
BY:	
DATE:	09/09/2019

EXHIBIT 'B'

(0655-029A)

THIS DOCUMENT REVIEWED BY
RIVERSIDE COUNTY SURVEYOR.

BY: *Jonathan A. Ray*
DATE: 09/09/2019



APN 366-320-48

P.O.B.

$N10^{\circ}14'51''E(R)$

☪ BUNDY CANYON ROAD
PER MB 10/58-75
(SEDCO TRACT NO. 1)
VACATED PER INST. NO. 23126
REC. 1/19/1990

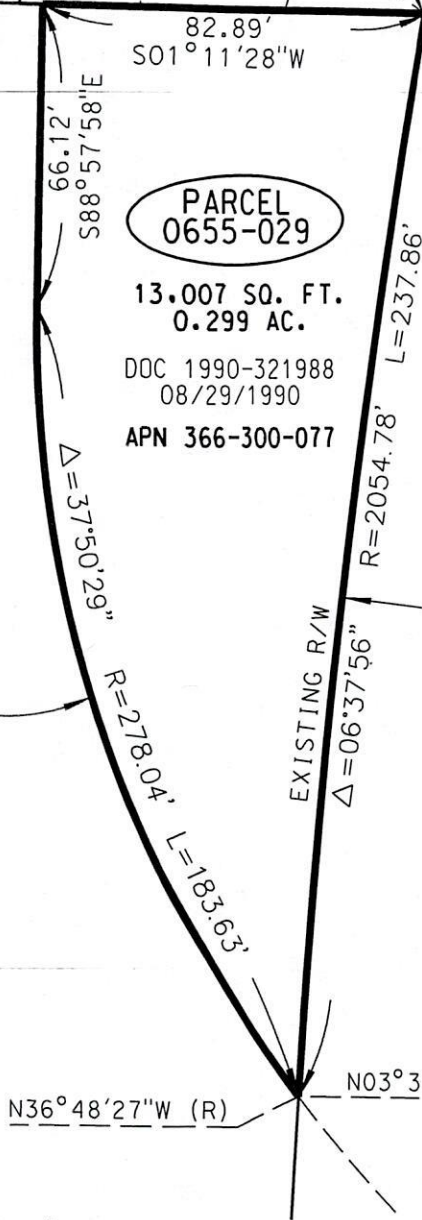
**PARCEL
0655-029**

13,007 SQ. FT.
0.299 AC.

DOC 1990-321988
08/29/1990

APN 366-300-077

APN 366-300-079



CANYON ROAD

BUNDY

MB 231 / 30-34

TRACT 23281

SEC. 23, T. 6 S., R. 4 W.

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000105670

PCL No.: 0655-029A

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

WO No.: B5-0655

PROJECT: BUNDY 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: RVB

DATE: SEPTEMBER, 2018

APPROVED BY:

John Duquette

DATE: 9/25/2018

SHEET 1 OF 2



EXHIBIT "B"

(0655-029A)

RIGHT OF WAY NOTES

- ① R/W PER M.B. 231/30-34
REC. 5/02/1991

EASEMENT NOTES

- ① AN EASEMENT IN FAVOR OF SUPERIOR
MUTUAL WATER COMPANY PER 379/85 ET.
SEQ. OF DEEDS. BLANKET IN NATURE.
- ② AN EASEMENT IN FAVOR OF SUPERIOR
MUTUAL WATER COMPANY PER 489/165 ET.
SEQ. OF DEEDS . BLANKET IN NATURE.
- ⑦ DECLARATION OF OWNERSHIP OF EXCESS
WATER RIGHTS BY SOUTH ELSINORE MUTUAL
WATER COMPANY. BLANKET IN NATURE.
PER O.R. 176/293 ET SEQ.

SEC. 23, T. 6 S., R. 4 W.

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED
BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000105670

PCL No.: 0655-029A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WD No.: B5-0655	PROJECT: BUNDY 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: RVB	
DATE: SEPTEMBER, 2018	APPROVED BY: <i>John Duquette</i> DATE: 9/25/2018
SHEET 2 OF 2	



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


STATE OF CALIFORNIA }
 } §
COUNTY OF RIVERSIDE }

On May 5, 2020, before me, Karen Barton, Deputy Clerk of the Board, personally appeared V. Manuel Perez, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kecia R. Harper
Clerk of the Board of Supervisors

By: 
Deputy Clerk

(SEAL)

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Quitclaim Deed as of _____, 20____, from **COUNTY OF RIVERSIDE, a Political Subdivision of the State of California**, is hereby accepted by the order of the City Council of the City of Wildomar on _____ 20____, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated as of: _____, 20____

By: _____

Title: _____

ATTEST:

Recording requested by:
City Clerk of the City of Wildomar
WHEN RECORDED MAIL TO:

City of Wildomar
23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595

SV:ar/021420/491TR/30.056

FREE RECORDING REQUESTED
DOCUMENTARY TRANSFER TAX \$ NONE
Per Gov't Code 11922

PROJECT: Bundy Canyon Road Widening
APN: 366-300-079 (Portion)
PARCEL: 0655-015A

PUBLIC ROAD & UTILITY EASEMENT

FOR A VALUEABLE CONSIDERATION, receipt of which is hereby acknowledged,

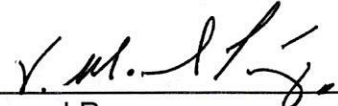
COUNTY OF RIVERSIDE, a political subdivision of the State of California

as to (hereinafter referred to as "Grantor") hereby grants to **City of Wildomar, a California Municipal Corporation** (hereinafter referred to as "City"), 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, described as follows:

SEE EXHIBITS "A" AND "B", ATTACHED HERETO AND MADE A PART HEREOF:

GRANTOR:

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

By: 
V. Manuel Perez,
Chairman, Board of Supervisors

Date: May 5, 2020

ATTEST:

KECIA R. HARPER, Clerk
By: 
DEPUTY

MAY 05 2020 3.12

EXHIBIT "A"
LEGAL DESCRIPTION
0655-015A

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY INSTRUMENT NUMBER 1998-271370, RECORDED JULY 01, 1998, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTH EAST ONE-QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF TRACT NO. 20483-1 ON FILE IN MAP BOOK 176, PAGES 43 THROUGH 45, INCLUSIVE, RECORDS OF SAID RECORDER, BEING A POINT ON THE CENTERLINE OF BUNDY CANYON ROAD, AS SHOWN THEREON;

THENCE NORTH $01^{\circ}11'37''$ EAST ALONG THE EASTERLY LINE OF SAID TRACT NO. 20483-1, A DISTANCE OF 54.99 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BUNDY CANYON ROAD (55.00 FOOT NORTHERLY HALF-WIDTH) AS SHOWN THEREON, SAID POINT BEING THE NORTHWESTERLY CORNER OF THAT CERTAIN EASEMENT RESERVED FOR ROAD PURPOSES (55.00 FOOT NORTHERLY HALF-WIDTH) AS DESCRIBED BY INSTRUMENT NUMBER 1990-321989, RECORDED AUGUST 29, 1990, SAID OFFICIAL RECORDS, HEREINAFTER REFERRED TO AS "RESERVATION PARCEL", AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTH $01^{\circ}11'37''$ EAST ALONG SAID EASTERLY LINE, AND ALONG THE WESTERLY LINE OF SAID INSTRUMENT NUMBER 1998-271370, A DISTANCE OF 18.01 FEET TO A LINE PARALLEL WITH AND DISTANT 73.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF BUNDY CANYON ROAD (PER SAID RESERVATION PARCEL);

THENCE SOUTH $88^{\circ}51'46''$ EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 267.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1,927.00 FEET;

THENCE EASTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF $20^{\circ}08'22''$, AN ARC DISTANCE OF 677.34 FEET;

THENCE NORTH $70^{\circ}59'51''$ EAST, A DISTANCE OF 159.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,973.00 FEET;

THENCE EASTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF $26^{\circ}40'57''$, AN ARC DISTANCE OF 918.82 FEET TO THE EASTERLY LINE OF SAID INSTRUMENT NUMBER 1998-271370, ALSO BEING THE EAST LINE OF SAID SECTION 23;

THENCE SOUTH $01^{\circ}11'28''$ WEST ALONG SAID EASTERLY LINE AND SAID EAST LINE, A DISTANCE OF 3.25 FEET TO THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY INSTRUMENT NUMBER 1990-321988, RECORDED AUGUST 29, 1990, SAID OFFICIAL RECORDS;

EXHIBIT "A"
LEGAL DESCRIPTION
0655-015A

THENCE NORTH 88°57'58" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 66.12 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 278.04 FEET;

THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHERLY LINE AND ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 37°50'29", AN ARC DISTANCE OF 183.63 FEET RETURNING TO SAID NORTHERLY RIGHT-OF-WAY LINE (55.00 NORTHERLY HALF WIDTH, PER SAID RESERVATION PARCEL) AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,054.78 FEET AND AN INITIAL RADIAL BEARING OF NORTH 03°36'55" EAST;

THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 22°21'39", AN ARC DISTANCE OF 801.92 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1,944.80 FEET AND AN INITIAL RADIAL BEARING OF NORTH 18°44'44" EAST;

THENCE WESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY AND ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 19°52'58", AN ARC DISTANCE OF 674.88 FEET;

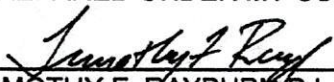
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 88°51'46" WEST, A DISTANCE OF 299.91 FEET TO THE **TRUE POINT OF BEGINNING**.

PARCEL CONTAINS 69,239 SQUARE FEET OR 1.590 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 1.000105670 TO OBTAIN GROUND DISTANCE.

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

PREPARED UNDER MY SUPERVISION:


TIMOTHY F. RAYBURN (P.L.S. 8455)

5/23/2010
DATED:



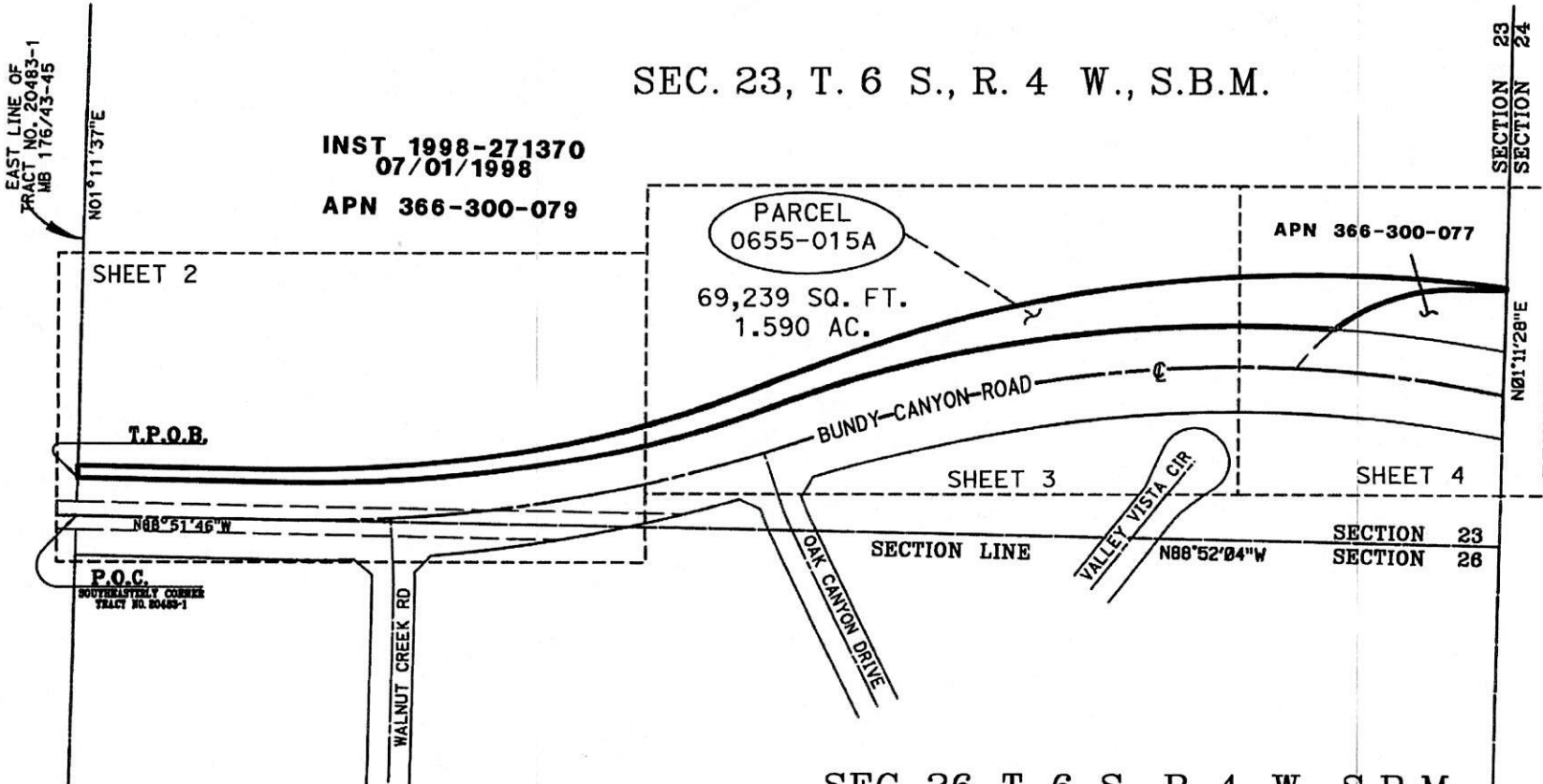
EXHIBIT "B"

VICINITY MAP
(0655-015A)

SEC. 23, T. 6 S., R. 4 W., S.B.M.

INST 1998-271370
07/01/1998

APN 366-300-079



SEC. 26, T. 6 S., R. 4 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 1.000105670	
PCL No.: 0655-015A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: B5-0655	PROJECT: BUNDY 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: NG/JAL	APPROVED BY: <i>Timothy F. Rayburn</i>
DATE: MAY, 2019	DATE: 9/23/2018
SHEET 1 OF 4	



EXHIBIT "B"

(0655-015A)

EASEMENT DATA:

- ① AN EASEMENT IN FAVOR OF SUPERIOR MUTUAL WATER COMPANY, PER BK 379 PG 385 et seq. OF DEEDS, REC 09/22/1913, SAID EASEMENT IS BLANKET IN NATURE.
- ② AN EASEMENT IN FAVOR OF SOUTH ELSINORE MUTUAL WATER COMPANY, PER BK 489 PG 165 et seq. OF DEEDS, REC 07/16/1918, EASEMENT IS BLANKET IN NATURE.
- ⑦ DECLARATION OF OWNERSHIP OF EXCESS WATER RIGHTS BY SOUTH ELSINORE MUTUAL WATER COMPANY PER BK 176 PG 293 et seq. OF OFFICIAL RECORDS, FOR THE PURPOSE OF CLARIFYING THE PUBLIC RECORDS TO SUCH OWNERSHIP AND LIMITS OF OPERATIONS. BLANKET IN NATURE.

INST 1998-271370
07/01/1998
APN 366-300-079

①②⑦

RIGHT-OF-WAY INFORMATION:

- ① RIGHT-OF-WAY ADOPTED BY BOARD RESOLUTION DATED, 2/24/1948 IN SUPERVISORS MINUTES BOOK 40 PAGE 238 THROUGH 240, INCLUSIVE OF DEEDS, AS SHOWN IN THE 1948 RIVERSIDE COUNTY ROAD BOOK, PAGES 37 AND 38
- ⑫ AN EASEMENT FOR PUBLIC ROAD PURPOSES, PER INST. #321989, REC 08/29/1990



SEC. 23, T. 6 S., R. 4 W., S.B.M.

EAST LINE OF
TRACT NO. 20483-1
MB 176/43-45
N01°11'37"E

SEE SHEET 3 MATCH LINE

N01°11'37"E
18.01'

T.P.O.B.

NORTHWESTERLY CORNER

S88°51'46"E 267.91'

N88°51'46"W 299.91'

54.99'

BUNDY CANYON ROAD

N88°51'46"W

P.O.C.

SOUTHEAST CORNER OF
TRACT NO. 20483-1
MB 176/43-45

VARIABLES

PARCEL
0655-015A

69,239 SQ. FT.
1.590 AC.

R=1,927.00' Δ=20°08'23" T=342.20' D=677.34

R=1,944.80' Δ=19°52'58" T=340.87' D=674.88'

EXISTING R/W

⑫
20'
54.99'

SECTION LINE

SEC. 23

SEC. 26

SEC. 26, T. 6 S., R. 4 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 1.000105670

PCL No.: 0655-015A

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

WO No.: B5-0655

PROJECT: BUNDY 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: NG/JAL

DATE: MAY, 2019

APPROVED BY:

Timothy F. Rayburn

DATE: 9/23/2019

SHEET 2 OF 4

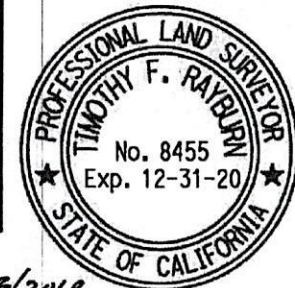


EXHIBIT "B"

(0655-015A)

EASEMENT DATA:

- ① AN EASEMENT IN FAVOR OF SUPERIOR MUTUAL WATER COMPANY, PER BK 379 PG 385 et seq. OF DEEDS, REC 09/22/1913, SAID EASEMENT IS BLANKET IN NATURE.
- ② AN EASEMENT IN FAVOR OF SOUTH ELSINORE MUTUAL WATER COMPANY, PER BK 489 PG 165 et seq. OF DEEDS, REC 07/16/1918, EASEMENT IS BLANKET IN NATURE.
- ③ DECLARATION OF OWNERSHIP OF EXCESS WATER RIGHTS BY SOUTH ELSINORE MUTUAL WATER COMPANY PER BK 176 PG 293 et seq. OF OFFICIAL RECORDS, FOR THE PURPOSE OF CLARIFYING THE PUBLIC RECORDS TO SUCH OWNERSHIP AND LIMITS OF OPERATIONS. BLANKET IN NATURE.

INST 1998-271370
07/01/1998
APN 366-300-079

RIGHT-OF-WAY INFORMATION:

△ 12 AN EASEMENT FOR PUBLIC ROAD PURPOSES, PER INST. #321989, REC 08/29/1990

①②⑦

PARCEL
0655-015A

69,239 SQ. FT.
1.590 AC.

$R=1,973.00'$ $\Delta=26^{\circ}40'57''$ $T=467.90'$ $D=918.82'$

$R=2,054.78'$ $\Delta=22^{\circ}21'39''$ $T=406.13'$ $D=801.92'$

$R=1,927.00'$
 $\Delta=20^{\circ}08'23''$
 $T=342.20'$
 $D=677.34'$

$N70^{\circ}59'51''E$
159.81'

$R=1,944.80'$ $\Delta=19^{\circ}52'58''$
 $T=340.87'$ $D=674.88'$

$N18^{\circ}44'44''W$ (R)

BUNDY-CANYON-ROAD

EXISTING R/W

54.99' △ 12

SURVEY NOTES

(R) INDICATES RADIAL BEARING

SEE SHEET 4 MATCH LINE

SEE SHEET 2 MATCH LINE

SEC. 23, T. 6 S., R. 4 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 1.000105670

PCL No.: 0655-015A

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

WO No.: B5-0655

PROJECT: BUNDY 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: NG/JAL

DATE: MAY, 2019

APPROVED BY:

Justin Lloyd J. Red

DATE: 5/23/2019

SHEET 3 OF 4

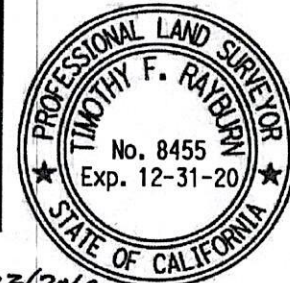


EXHIBIT "B"

(0655-015A)

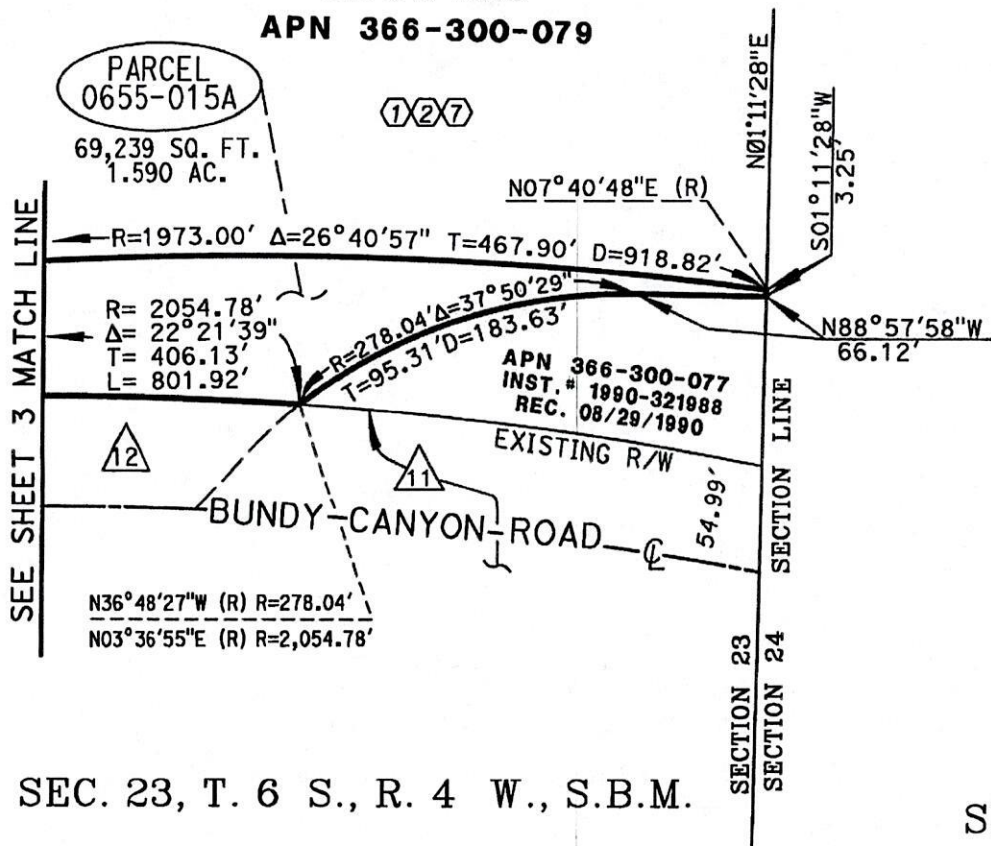
INST 1998-271370
07/01/1998

APN 366-300-079

PARCEL
0655-015A

69,239 SQ. FT.
1.590 AC.

①②⑦



EASEMENT DATA:

- ① AN EASEMENT IN FAVOR OF SUPERIOR MUTUAL WATER COMPANY, PER BK 379 PG 385 et seq. OF DEEDS, REC 09/22/1913, SAID EASEMENT IS BLANKET IN NATURE.
- ② AN EASEMENT IN FAVOR OF SOUTH ELSINORE MUTUAL WATER COMPANY, PER BK 489 PG 165 et seq. OF DEEDS, REC 07/16/1918, EASEMENT IS BLANKET IN NATURE.
- ⑦ DECLARATION OF OWNERSHIP OF EXCESS WATER RIGHTS BY SOUTH ELSINORE MUTUAL WATER COMPANY PER BK 176 PG 293 et seq. OF OFFICIAL RECORDS, FOR THE PURPOSE OF CLARIFYING THE PUBLIC RECORDS TO SUCH OWNERSHIP AND LIMITS OF OPERATIONS. BLANKET IN NATURE.

RIGHT-OF-WAY INFORMATION:

- ①① RIGHT-OF-WAY DEDICATED AND ACCEPTED PER MB 231/30-34
- ①② AN EASEMENT FOR PUBLIC ROAD PURPOSES, PER INST. #321989, REC 08/29/1990

SURVEY NOTES

(R) INDICATES RADIAL BEARING

SEC. 23, T. 6 S., R. 4 W., S.B.M.

SEC. 24, T. 6 S., R. 4 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 1.000105670

PCL No.: 0655-015A

WO No.: B5-0655

SCALE: NTS

PREPARED BY: NG/JAL

DATE: MAY, 2019

SHEET 4 OF 4

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

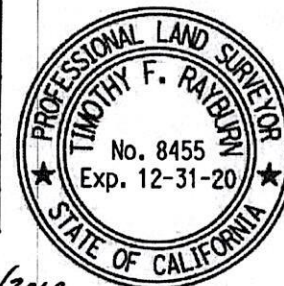
PROJECT: BUNDY CANYON ROAD WIDENING

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

APPROVED BY:

Timothy F. Rayburn

DATE: 5/23/2019



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


STATE OF CALIFORNIA }
 } §
COUNTY OF RIVERSIDE }

On May 5, 2020, before me, Karen Barton, Deputy Clerk of the Board, personally appeared V. Manuel Perez, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kecia R. Harper
Clerk of the Board of Supervisors

By: 
Deputy Clerk

(SEAL)

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Public Road & Utility Easement dated as of _____, 2020, from **COUNTY OF RIVERSIDE, a political subdivision of the State of California**, is hereby accepted by the order of the City Council of the City of Wildomar on _____ 20____, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated as of: _____, 2020

By: _____
Title: _____

ATTEST:

Recording requested by:
City Clerk of the City of Wildomar
WHEN RECORDED MAIL TO:

City of Wildomar
23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595

SV:ar/021420/491TR/30.055

FREE RECORDING REQUESTED – Essential to acquisition
City of Wildomar – See Gov't Code 6103

APN: 366-300-079 (Portion)
PARCEL NO. 0655-015C

DOCUMENTARY TRANSFER TAX \$ NONE

TEMPORARY CONSTRUCTION EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

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

hereinafter termed GRANTOR, does hereby grant to the CITY OF WILDOMAR, a municipal corporation, hereinafter termed GRANTEE, a Temporary Construction Easement ("TCE") for ingress, egress and construction purposes, including but not limited to the use of the easement by GRANTEE and its officers, employees, agents, contractors and subcontractors, for the removal, clearance, grading, and construction of roadway improvements, or other necessary uses, in connection with the Bundy Canyon Road Widening Project ("Project") over that certain real property (the "Property") situated in the City of Wildomar, County of Riverside, State of California, as depicted on Exhibit "A" attached hereto and incorporated herein by reference.

The GRANTEE agrees to restore or have restored the TCE area as reasonably as possible to the pre-existing condition or to a condition mutually agreed upon within a reasonable time.

~~GRANTEE shall indemnify, defend, and hold harmless the GRANTOR, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any act of GRANTEE, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to GRANTEE'S use of this TCE, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of GRANTEE, its officers, employees, subcontractors, agents or representatives.~~

With respect to any action or claim subject to indemnification herein by GRANTEE, GRANTEE shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of GRANTOR; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes GRANTEE'S indemnification to GRANTOR as set forth herein.

GRANTEE'S obligation hereunder shall be satisfied when GRANTEE has provided to GRANTOR the appropriate form of dismissal relieving GRANTOR from any liability for the action or claim involved.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the GRANTEE

MAY 05 2020 3.12

from indemnifying GRANTOR to the fullest extent allowed by law. It is further understood and agreed that this TCE shall extend for a period of twelve (12) months commencing at the recordation of the TCE. GRANTEE shall provide GRANTOR written notice upon recordation to confirm commencement date.

In the event GRANTEE is unable to complete the Project before the expiration of the TCE period, GRANTOR shall grant GRANTEE an automatic extension of the TCE for a period of an additional thirty-six (36) month term. This extension period will begin upon written notice provided by the GRANTEE to the GRANTOR. Written notice may be provided by personal delivery, U.S. Mail, or via email, and will state the additional the number of months required to complete the project.

SEE DEPICTION ATTACHED HERETO AND MADE A PART HEREOF AS **EXHIBIT "A"**.

GRANTOR:

COUNTY OF RIVERSIDE, a Political
Subdivision of the State of California

Name: 

V. Manuel Perez

Chairman, Board of Supervisors

Dated: May 5, 2020

ATTEST:

KECIA R. HARPER, Clerk

By 

DEPUTY

EXHIBIT "A"

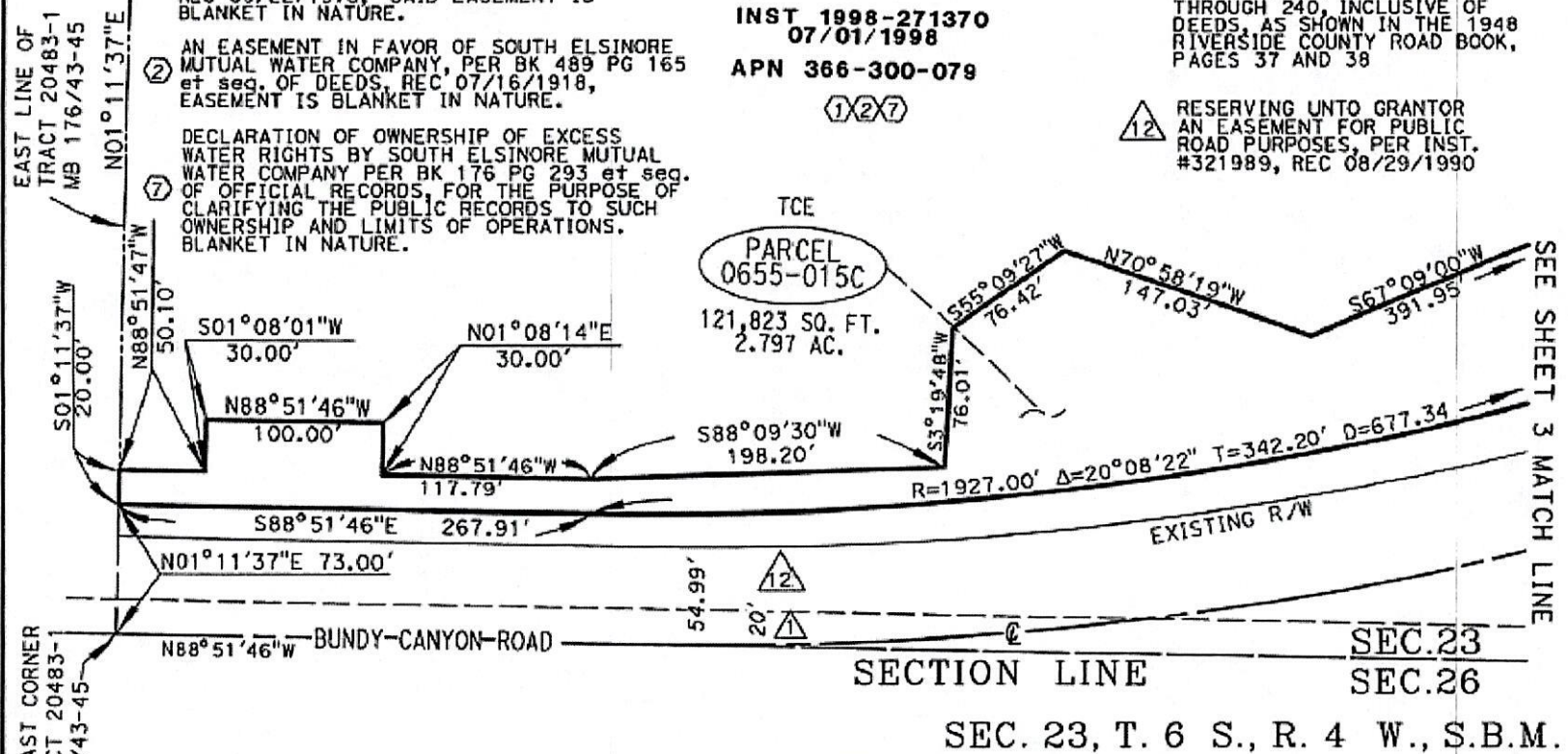
EASEMENT DATA:

- ① AN EASEMENT IN FAVOR OF SUPERIOR MUTUAL WATER COMPANY, PER BK 379 PG 385 et seq. OF DEEDS, REC 09/22/1913, SAID EASEMENT IS BLANKET IN NATURE.
- ② AN EASEMENT IN FAVOR OF SOUTH ELSINORE MUTUAL WATER COMPANY, PER BK 489 PG 165 et seq. OF DEEDS, REC 07/16/1918, EASEMENT IS BLANKET IN NATURE.
- ③ DECLARATION OF OWNERSHIP OF EXCESS WATER RIGHTS BY SOUTH ELSINORE MUTUAL WATER COMPANY PER BK 176 PG 293 et seq. OF OFFICIAL RECORDS, FOR THE PURPOSE OF CLARIFYING THE PUBLIC RECORDS TO SUCH OWNERSHIP AND LIMITS OF OPERATIONS. BLANKET IN NATURE.

TEMPORARY CONSTRUCTION EASEMENT
(0655-015C)
INST 1998-271370
07/01/1998
APN 366-300-079
①②③

RIGHT-OF-WAY INFORMATION:

- ① RIGHT-OF-WAY ADOPTED BY BOARD RESOLUTION DATED, 2/24/1948 IN SUPERVISORS MINUTES BOOK 40 PAGE 238 THROUGH 240, INCLUSIVE OF DEEDS, AS SHOWN IN THE 1948 RIVERSIDE COUNTY ROAD BOOK, PAGES 37 AND 38
- ② RESERVING UNTO GRANTOR AN EASEMENT FOR PUBLIC ROAD PURPOSES, PER INST. #321989, REC 08/29/1990



EAST LINE OF TRACT 20483-1 MB 176/43-45

SOUTHEAST CORNER OF TRACT 20483-1 MB 176/43-45

SEE SHEET 3 MATCH LINE



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000105670	
PCL No.: 0655-015C	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: B5-0655	PROJECT: BUNDY CANYON ROAD WIDENING
SCALE: NTS	
PREPARED BY: NG	
DATE: JANUARY, 2019	
SHEET 2 OF 4	APPROVED BY: <i>[Signature]</i> DATE: 2/19/2019



EXHIBIT A
Depiction of TCE Area

EASEMENT DATA:

- ① AN EASEMENT IN FAVOR OF SUPERIOR MUTUAL WATER COMPANY, PER BK 379 PG 385 et seq. OF DEEDS, REC 09/22/1913, SAID EASEMENT IS BLANKET IN NATURE.
- ② AN EASEMENT IN FAVOR OF SOUTH ELSINORE MUTUAL WATER COMPANY, PER BK 489 PG 165 et seq. OF DEEDS, REC 07/16/1918, EASEMENT IS BLANKET IN NATURE.
- ③ DECLARATION OF OWNERSHIP OF EXCESS WATER RIGHTS BY SOUTH ELSINORE MUTUAL WATER COMPANY PER BK 176 PG 293 et seq. OF OFFICIAL RECORDS, FOR THE PURPOSE OF CLARIFYING THE PUBLIC RECORDS TO SUCH OWNERSHIP AND LIMITS OF OPERATIONS. BLANKET IN NATURE.

EXHIBIT "A"

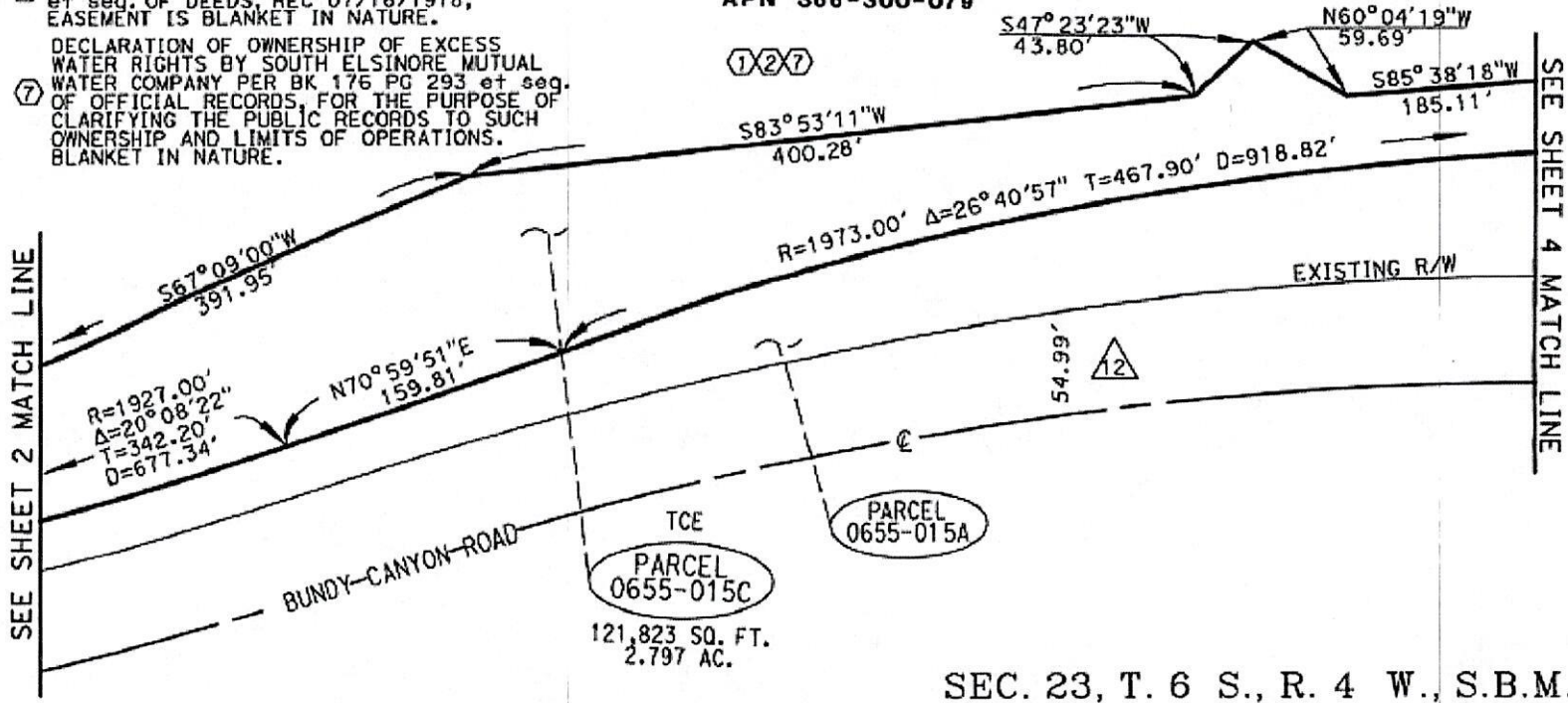
**TEMPORARY CONSTRUCTION EASEMENT
(0655-015C)**

**INST 1998-271370
07/01/1998
APN 366-300-079**

①②③

RIGHT-OF-WAY INFORMATION:

△ RESERVING UNTO GRANTOR AN EASEMENT FOR PUBLIC ROAD PURPOSES, PER INST. #321989, REC 08/29/1990



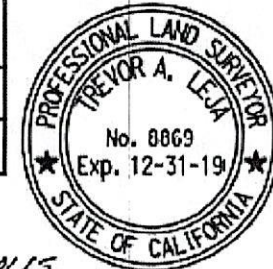
TCE
 PARCEL 0655-015C
 121,823 SQ. FT.
 2.797 AC.

PARCEL 0655-015A

SEC. 23, T. 6 S., R. 4 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 1.000105670

PCL No.: 0655-015C	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: B5-0655	PROJECT: BUNDY CANYON ROAD WIDENING
SCALE: NTS	
PREPARED BY: NG	
DATE: JANUARY, 2019	
SHEET 3 OF 4	APPROVED BY: <i>T. O. G.</i> DATE: 2019/01/15



INST 1998-271370
 07/01/1998
 APN 366-300-079

EXHIBIT "A"

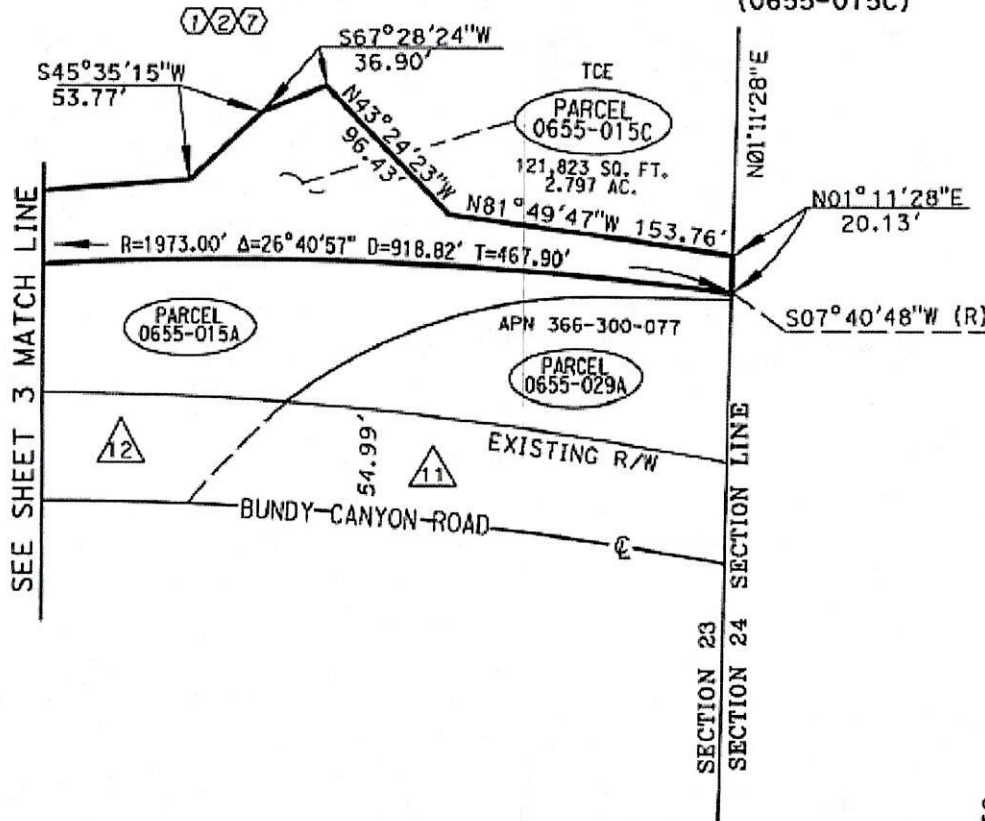
TEMPORARY CONSTRUCTION EASEMENT (0655-015C)

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RIGHT-OF-WAY INFORMATION:

- ①① RIGHT-OF-WAY DEDICATED AND ACCEPTED PER MB 231/30-34
- ①② RESERVING UNTO GRANTOR AN EASEMENT FOR PUBLIC ROAD PURPOSES, PER INST. #321989, REC 08/29/1990

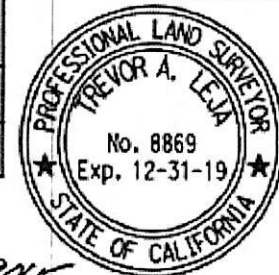


SEC. 23, T. 6 S., R. 4 W., S.B.M.



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000105670

PCL No.: 0655-015C	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: B5-0655	PROJECT: BUNDY CANYON ROAD WIDENING
SCALE: NTS	
PREPARED BY: NG	
DATE: JANUARY, 2019	
SHEET 4 OF 4	APPROVED BY: <i>[Signature]</i> DATE: 10/10/15



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

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE } §

On May 5, 2020, before me, Karen Barton, Deputy Clerk of the Board, personally appeared V. Manuel Perez, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kecia R. Harper
Clerk of the Board of Supervisors

By: 
Deputy Clerk

(SEAL)

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Temporary Construction Easement dated as of _____, 2020 from **COUNTY OF RIVERSIDE, a Political Subdivision of the State of California**, is hereby accepted by the order of the City Council of the City of Wildomar on _____ 20____, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated as of: _____, 2020

By: _____

Title: _____

ATTEST:

GIFT LETTER

Dan York
Assistant City Manager/Public Work Director
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

RE: Bundy Canyon Road Widening Project – City of Wildomar
APN: 366-300-077 – Parcel No. 0655-029A
Portion of APN: 366-300-079 – Parcel Nos. 0655-015A and 0655-015C

Dear Mr. York:

The County of Riverside Transportation Department (County) owns two parcels of land identified as APNs: 366-300-077 and 366-300-079 (Riverside County Parcel No's 0655-029A and 0655-015A). The County is aware of the improvement plans and proposed Bundy Canyon Road Widening Project, in the City of Wildomar, and the proposed improvements within the subject parcels.

The County hereby gives as a gift to the City of Wildomar (City) the necessary land to provide right-of-way for the Bundy Canyon Road Widening Project.

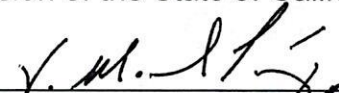
Enclosed are the following Deeds conveying the following property rights to the City of Wildomar (City):

APN: 366-300-077: Fee Simple Interest by Deed (Parcel No. 0655-029A)

Portion of APN: 366-300-079: Conveyance of Public Road and Utility Easement (Parcel No. 0655-015A) and Temporary Construction Easement (Parcel No. 0655-015C)

The County is not requiring the City to appraise the property and agrees to waive any moneys which would be payable to the County if the City were to purchase the land.

COUNTY OF RIVERSIDE, a Political
Subdivision of the State of California

By: 
V. Manuel Perez, Chairman
Board of Supervisors

Date: May 5, 2020

ATTEST:

KEGIA R. HARPER, Clerk

By: 
DEPUTY

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



ITEM: 3.25
(ID # 11924)

MEETING DATE:

Tuesday, April 07, 2020


FROM: FACILITIES MANAGEMENT AND TLMA-Transportation Department:

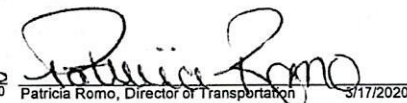
SUBJECT: FACILITIES MANAGEMENT (FM) /TRANSPORTATION AND LAND MANAGEMENT AGENCY (TLMA)-TRANSPORTATION DEPARTMENT: Adoption of Resolution No. 2020-240, Notice of Intention to Approve the Transfer of Real Property Interests Between the County of Riverside and the City of Wildomar (Assessor's Parcel Numbers 366-300-077 and 366-300-079) identified as County Parcel Nos. 0655-029A, 0655-015A, and 0655-15C all located in the City of Wildomar, County of Riverside for the Bundy Canyon Road Widening Project, District 1; [\$0] (Clerk to Give Notice Pursuant to Government Code Section 6061 Requires 4/5 Vote) (Set for Meeting on or after April 28, 2020)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2020-240, Notice of Intention to Approve the Transfer of Real Property Interests between the County of Riverside and the City of Wildomar (Assessor's Parcel Numbers 366-300-077 and 366-300-079) identified as County Parcel Nos. 0655-029A, 0655-015A and 0655-15C all located in the City of Wildomar, County of Riverside for the Bundy Canyon Road Widening Project; and

ACTION: Policy, 4/5 Vote Required


Rose Salgado, Director of Facilities Management 3/5/2020


Patricia Romo, Director of Transportation 3/17/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and is set for public meeting on or after Tuesday, April 28, 2020 at 9:30 a.m. or as soon as possible thereafter. (Due to COVID-19 the Board is now dark on April 28th so the matter will be heard on a later date.)

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: April 7, 2020
xc: FM, COB

Kecia R. Harper
Clerk of the Board

By 
Deputy

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

2. Direct the Clerk of the Board to give notice pursuant to Government Code Section 6061.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 2019/20	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The Bundy Canyon Road Widening Project (Project) is proposed by the City of Wildomar (City) to widen and realign portions of a six mile segment of Bundy Canyon Road and Scott Road (between Cherry Street near Interstate 15 on the west and Haun Road / Zeiders Road near Interstate 215 on the east). The Project would widen the existing two-lane road to a proposed four-lane road (2 lanes in each direction), which would also include a center striped median, additional left-turn lanes at major intersections, signage and three new signalized intersections (Cherry Avenue, Monte Vista Drive and Oak Circle Road). In addition, the City of Wildomar proposes to install pedestrian bike-path along the northerly portion of the proposed roadway and potential new park. On September 11, 2014, the City of Wildomar filed a Notice of Determination pursuant to the Public Resources Code.

The County owns two of the properties needed for the Project. The first property (Property 1) identified as Assessor's Parcel Number 366-300-077 was acquired by the County from the Riverside County Waste Resources Management District by Quitclaim Deed (recorded January 1, 1998, Instrument No. 1998-271370) for the Bundy Canyon Landfill Project. This site is not currently being utilized as the materials site for the Riverside County Transportation Department (RCTD). The second property (Property 2) identified as Assessor's Parcel Number 366-300-079 was acquired by the County from Elsinore Bundy Canyon, LTD by Grant Deed (recorded August 29, 1990, Instrument No. 1990-321988) for the Bundy Canyon Road Project years ago as a road exchange parcel from the adjoining land owner. This property is not currently being used as road right of way.

The transfer between the County and City includes: 1) the conveyance of the 13,077 square foot in fee simple interest from Property 1 (Assessor's Parcel Number 366-300-077 identified as County Parcel No. 0655-029A) by Quitclaim Deed to the City, 2) the conveyance of a 69,239 square foot permanent easement for road purposes from Property 2 (Portion of Assessor's Parcel Number 366-300-079 identified as County Parcel No. 0655-015A) by Easement Deed to the City and 3) the conveyance of a 121,823 square foot temporary construction easement interest for a 12-month period to construct the Project from Property 2 (Portion of Assessor's Parcel Number 366-300-079 identified as County Parcel No. 0655-015C) by Temporary

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

Construction Easement Deed to the City, all for the City's Project.

Pursuant to Government Code Section 25365, the County of Riverside, by 4/5 vote may transfer interests in real property, or any interest therein, belonging to the County to any public agency, upon the terms and conditions as are agreed upon and without complying with any other provisions of the Government Code, if the property or interest therein to be conveyed is not required for county use.

Resolution No. 2020-240 has been reviewed and approved by County Counsel as to legal form.

Impact on Residents and Businesses

The Project intends to: 1) improve safety and access through Bundy Canyon Road by reconstructing the roadway and eliminating substandard sight distances and grades; 2) improve the handling of increased traffic capacity due to new planned developments; 3) reduce existing traffic congestion; and 4) reconstruct the roadway to meet current design and safety standards.

SUPPLEMENTAL:

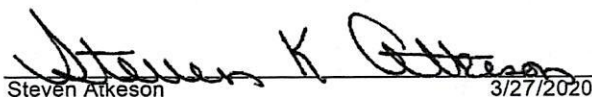
Additional Fiscal Information

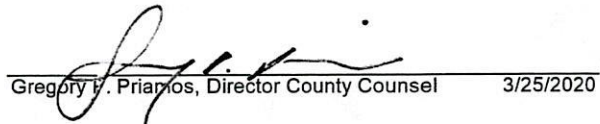
There are no additional net County costs associated with this project and no budget adjustment is required.

ATTACHMENT.

- Resolution No. 2020-240

SV:ar/032520


Steven Atkeson 3/27/2020


Gregory V. Priamos, Director County Counsel 3/25/2020