

**SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT  
BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 11.5  
(ID # 13845)

**MEETING DATE:**

Tuesday, November 10, 2020

**FROM:** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Adopt Resolution No. F2020-26, Authorization to Purchase Easement Interests and Temporary Construction Easements in Real Property Within Assessor's Parcel Numbers 329-100-030 and 329-100-033 Located in the City of Menifee, County of Riverside, State of California, Romoland MDP Line A-3, Stage 2 Project, Project No. 4-0-00431, CEQA Nothing Further is Required, District 5. [\$165,548 – Zone 4 Funds 100%]

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

1. Find that nothing further is required pursuant to the California Environmental Quality Act (CEQA) for the acquisition of the easement interest in real property by the Riverside County Flood Control and Water Conservation District (District) because any potentially significant effects have been adequately analyzed in an earlier Environmental Impact Report (EIR) (SCH#2003111131) certified by this Board on March 28, 2006 (Agenda Item No. 11-2), within an Addendum considered by the Board on September 9, 2014 (Agenda Item No. 11-2) and within an Addendum considered by this Board on November 3, 2020 (Agenda Item 11.4); and
2. Adopt Resolution No. F2020-26, Authorization to Purchase Easement Interests and Temporary Construction Easements in Real Property Within Assessor's Parcel Numbers (APN) 329-100-030 and 329-100-033, Located in the City of Menifee, County of Riverside, State of California; and
3. Approve the attached Agreement for Purchase and Sale of Real Property (Agreement) between the District and Romola General Partnership, and authorize the Chairwoman of the Board of Supervisors of the District to execute the Agreement on behalf of the District; and

**ACTION:**

  
Jason Uhley, GENERAL MGR-CHIEF FLD CNTRL ENG 10/29/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt 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: November 10, 2020  
xc: Flood

Kecia R. Harper  
Clerk of the Board

By   
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

4. Authorize the General Manager-Chief Engineer or his designee to execute any other related documents and administer all actions necessary to complete this transaction.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$165,548	\$0	\$165,548	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	0
<b>SOURCE OF FUNDS:</b> 100% Zone 4 Funds (540040-25140-947460)			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	20/21

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Homeland/Romoland Area Drainage Plan (ADP) was adopted by the County of Riverside in 1988. This watershed is within the Perris and Menifee area. In 2005, a group of developers owning land in this area formed a corporation, Homeland/Romoland ADP Inc. (Group), to pursue the planning, design and construction of the major infrastructure necessary to develop this area. By 2007, a majority of the flood protection and drainage facilities identified in the ADP had been designed and the rights of way had been acquired to construct, operate and maintain these facilities. Subsequently, due to an economic downturn, Group was unable to proceed with the construction of these facilities.

In 2013, the District held their annual public hearings in the Menifee/Perris area. The comments and concerns from the public to complete the backbone flood control infrastructure facilities within the ADP contributed to the decision by the District's Board to allocate appropriate Zone funding to complete the necessary design, acquisition and construction of this Master Drainage Plan facility.

The Romoland MDP Line A-3 storm drain system, in the city of Menifee, collects the flows beginning at the intersection of Malone Avenue and Varela Lane, traverses west along Varela Lane to Palomar Road, then runs south along Palomar Road to confluence with Romoland MDP Line A, Stage 4.

Due to improvements within the previously established project right of way, some re-alignments were required, additional acquisition was necessary and the project is now being constructed in stages. Stage 1 was completed in 2017 and referenced by Drawing Number 4-0871. Stage 2 will connect Stage 1 at Matthews Road to Highway 74 within Palomar Road and then extend from Highway 74 to Varela Lane.

Due to utility improvements within Palomar Road, the storm drain improvements between Highway 74 and Varela Lane were realigned to be constructed within the adjacent private

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

property. The District has negotiated and entered into an Agreement for Purchase and Sale of Real Property (Agreement) with the property owners, being Romola General Partnership, for the fair market value of \$165,548.00. The Agreement covers the easement interests and temporary construction easements that are within APNs 329-100-030 and 329-100-033. The underground storm drain easements consist of approximately 1.144 acres or 49,846 square feet of land and are referred to as RCFC Parcels 4431-17A, 4431-17B, 4431-18A and 4431-18B, and the temporary construction easements consist of approximately 1.42 acres or 61,863 square feet and are referred to as RCFC Parcels 4431-17AT, 4431-17BT, 4431-18AT and 4431-18BT. Due to the owner's future development plans, they have agreed to accept ADP Fee Credits in the amount of the fair market value as full consideration in lieu of monetary compensation to be credited toward future ADP Fee obligations. Title and escrow fees are estimated at \$20,000.

Resolution No. F2020-26 and the Agreement for the Purchase and Sale of Real Property have been approved as to form by County Counsel.

**Environmental Findings**

Nothing further is required because any potentially significant effects have been adequately analyzed in an earlier EIR (SCH#2003111131) certified by this Board on March 28, 2006 (Agenda Item No. 11-2), within an Addendum considered by the Board on September 9, 2014 (Agenda Item No. 11-2) and within an Addendum considered by this Board on November 3, 2020 (Agenda Item 11.4). Any potentially significant effects have been adequately analyzed, and no further CEQA review is required.

**Impact on Residents and Businesses**

The site is currently vacant land located at the intersection of Palomar Road and Highway 74, in Riverside County, California. This proposed project is needed to protect the community by minimize flooding to the immediate area in the city of Menifee.

**ATTACHMENTS:**

1. Agreement for Purchase and Sale of Real Property
2. Resolution No. F2020-26 incl. Exhibits A and B
3. Regional Map of subject area

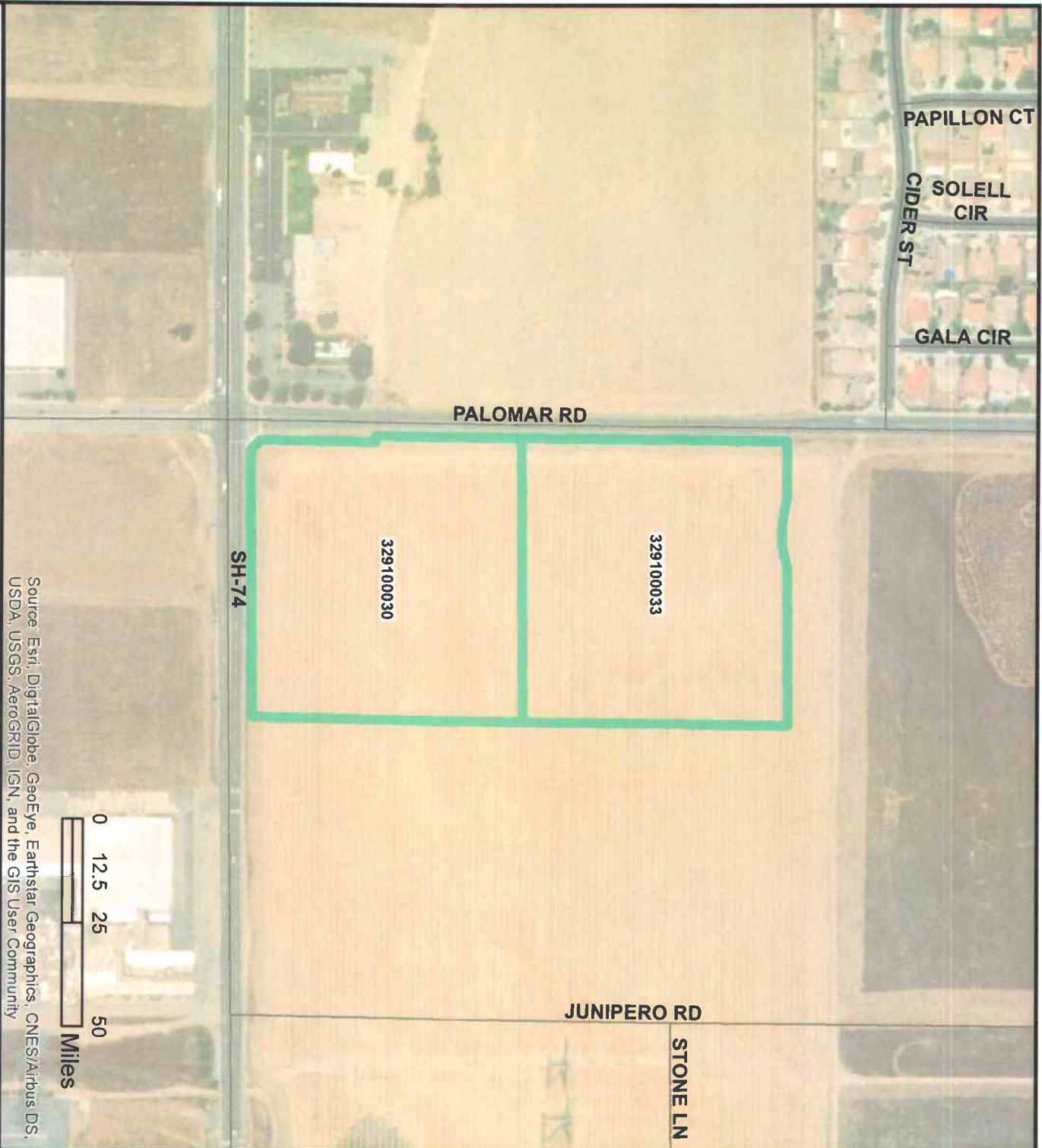
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Gregory V. Priarios, Director County Counsel      10/29/2020



**RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT**  
Subject Property - Assessor Parcel Numbers 329-100-030 and 329-100-033

Vicinity Map



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Supervisor Districts

**Legend**

- Assessor Parcels
- Supervisorial District

**Description**

Romoland MDP Line A-3, Stage 2



Attachment 1



**BOARD OF SUPERVISORS**

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

RESOLUTION NO. F2020-26

AUTHORIZATION TO PURCHASE EASEMENT INTERESTS AND  
TEMPORARY CONSTRUCTION EASEMENTS IN REAL PROPERTY  
WITHIN ASSESSOR'S PARCEL NUMBERS 329-100-030 AND 329-100-033  
LOCATED IN THE CITY OF MENIFEE, RIVERSIDE COUNTY, STATE OF CALIFORNIA  
ROMOLAND MDP LINE A-3, STAGE 2, PROJECT NO. 4-0-00431

**WHEREAS**, the Riverside County Flood Control and Water Conservation District  
(District) has worked with the development community and has designed and constructed many  
facilities associated with the Romoland Master Drainage Plan (MDP) to capture runoff from the  
hills northeast of Romoland, across the residential and vacant land that is often subject to flooding  
during significant storm events and erosion is occurring; and

**WHEREAS**, the District is constructing a segment of this MDP referred to as  
Romoland MDP Line A-3, Stage 2 (Project) to ensure flood protection for adjacent communities  
during future storm events; and

**WHEREAS**, in order for the District to construct the Project, the District must  
acquire certain real property interests; and

**WHEREAS**, Romola General Partnership (Seller) is the owner of certain real  
property located in the city of Menifee, Riverside County, State of California, commonly identified  
with Assessor's Parcel Nos. (APN) 329-100-030 and 329-100-033 (collectively, the Properties);  
and

**WHEREAS**, the District desires to acquire easement interests and temporary  
construction easements (Easements) over the Properties from the Seller, and the Seller desires to  
sell to the District, the Easements pursuant to the terms of the Agreement for Purchase and Sale of  
Real Property for the Project; and

11.10.2020 11.5

FORM APPROVED COUNTY COUNSEL  
BY: WESLEY W. STANFIELD DATE: 10/29/2020

1           **WHEREAS**, the District, as Lead Agency for California Environmental Quality  
2 Act (CEQA) purposes, has subsequent approvals for the Project, such as authorizing the  
3 acquisition of the Easements, located in the city of Menifee; and

4           **WHEREAS**, the acquisition of the Easements is a subsequent discretionary action  
5 that was adequately analyzed in the Environmental Impact Report (EIR) (SCH#2003111131)  
6 certified by the Riverside County Board of Supervisors (Board) on March 28, 2006 (Agenda Item  
7 No. 11-2), within an Addendum considered by the Board on September 9, 2014 (Agenda Item No.  
8 11-2), and within an Addendum considered by this Board on November 3, 2020 Agenda Item  
9 11.4).

10           **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED**  
11 by vote of the Board of Supervisors of the District, in regular session assembled on November 10,  
12 2020, at 9:30 a.m. or soon thereafter, in the meeting room of the Board of Supervisors of the  
13 District located on the 1<sup>st</sup> Floor of the County Administrative Center, 4080 Lemon Street,  
14 Riverside, California, that this Board, based upon the evidence and testimony presented on the  
15 matter, both written and oral, including the EIR (SCH#2003111131) certified by the Board on  
16 March 28, 2006 (Agenda Item No. 11-2), within an Addendum considered by the Board on  
17 September 9, 2014 (Agenda Item No. 11-2), and within an Addendum considered by this Board  
18 on November 3, 2020 (Agenda Item 11.4), as it relates to this acquisition, has determined the  
19 following:

20           1.       The Board has evaluated the proposed acquisition of Easements from the  
21 Seller and determined that the proposed acquisition is consistent with and included in all  
22 substantive respects with the Project approved by the District;

23           2.       Based on the review of the proposed acquisition of the Project, in  
24 accordance with CEQA, the District has found that nothing further is required because any  
25 potentially significant effects have been adequately analyzed in an earlier EIR  
26 (SCH#2003111131) certified by the Board on March 28, 2006 (Agenda Item No. 11-2),  
27 within an Addendum considered by the Board on September 9, 2014 (Agenda Item No. 11-  
28

1 2), and within an Addendum considered by this Board on November 3, 2020 (Agenda Item  
2 11.4).

3 3. There are no substantial changes to the Project, including this acquisition,  
4 no substantial changes in circumstances or no new information which would require the  
5 preparation of subsequent negative declaration or other environmental  
6 assessment/documentation, pursuant to CEQA and Section 15162 of the State CEQA  
7 Guidelines; and

8 4. Nothing further is required and no new environmental documentation is  
9 warranted because: 1) all potentially significant impacts of the Project have been  
10 adequately analyzed in an earlier EIR and subsequent Addendums pursuant to legal  
11 standards; 2) all potentially significant effects of the Project have been avoided or mitigated  
12 pursuant to the earlier EIR and subsequent Addendums; 3) the Project will not result in any  
13 new significant environmental effects not identified in the earlier EIR or subsequent  
14 Addendums; 4) the Project will not substantially increase the severity of the environmental  
15 effects identified in the earlier EIR and subsequent Addendums; 5) no considerably  
16 different mitigation measures have been identified; and 6) no mitigation measures found  
17 infeasible have become feasible.

18 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that this  
19 Board authorizes the purchase of that certain real property in the city of Menifee, Riverside  
20 County, State of California, consisting of approximately 1.144 acres of underground storm drain  
21 easement within vacant unimproved real property with APNs 329-100-030 and 329-100-033, also  
22 known as RCFC Parcels 4431-17A, 4431-17B, 4431-18A and 4431-18B, more particularly  
23 described on Exhibits "A" and "B" attached hereto and by this reference incorporated herein, and  
24 approximately 1.42 acres for a temporary construction easement known as RCFC Parcels 4431-  
25 17AT, 4431-17BT, 4431-18AT and 4431-18BT for a purchase price of \$165,548.00 from Romola  
26 General Partnership by Easement Deeds, together with an estimated \$20,000 for title and escrow  
27 fees.

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**BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Agreement for Purchase and Sale of Real Property between the District and Romola General Partnership is hereby approved, and the Chairwoman of the Board of Supervisors of the District is authorized to execute the same on behalf of the District.

**BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Clerk of the Board certify acceptance of any documents conveying the real property interest in favor of the District to complete the purchase and for recordation.

**BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the General Manager-Chief Engineer or his designee is authorized to execute any other documents and administer all actions necessary to complete the purchase of the real property and this transaction.

ROLL CALL:

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

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

Kecia R. Harper, Clerk of said Board

By   
Deputy



**RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Parcel 4431-17A**

In the city of Menifee, County of Riverside, State of California, being a portion of Lot 92 as shown on a map filed in Book 12, Page 71 of Maps, records of said county, described as follows:

A strip of land 30.00 feet wide, being parallel with and concentric to, and lying westerly of the following described easterly side line:

**Commencing** at the centerline intersection of State Highway 74 (County Highway) and Palomar Road as shown on said Map Book;

Thence North  $89^{\circ} 28' 50''$  East 160.65 feet along the centerline of said Highway 74;

Thence NORTH 52.70 feet to the beginning of a curve, concave southwesterly, having a radius of 65.00 feet;

Thence northerly and northwesterly along said curve, 28.11 feet through a central angle of  $24^{\circ} 46' 56''$  to a point on the northerly line of Instrument No. 2019-0389909, recorded on September 30, 2019, a radial line to said point bears North  $65^{\circ} 13' 04''$  East, said point also being the **Point of Beginning**;

Thence continuing northwesterly along said curve 42.95 feet through a central angle of  $37^{\circ} 51' 18''$ ;

Thence North  $62^{\circ} 38' 14''$  West 34.60 feet to the beginning of a curve, concave northeasterly, having a radius of 35.00 feet;

Thence northwesterly and northerly along said curve 38.67 feet through a central angle of  $63^{\circ} 18' 38''$  to a point on a line parallel with and 74.00 feet easterly, from the centerline of said Palomar Road;

Thence North  $00^{\circ} 40' 24''$  East 1086.34 feet along said parallel line to the beginning of a curve, concave easterly, having a radius of 60.00 feet;

Thence northerly and northeasterly along said curve 41.47 feet through a central angle of  $39^{\circ} 35' 53''$  to a point on the south line of the parcel described in Instrument No. 2014-0149458, recorded on April 24, 2014, records of said county, a radial line to said point bears North  $49^{\circ} 43' 43''$  West, said point also being the **Point of Terminus**;

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

**Parcel 4431-17A (Cont.)**

The sidelines of said strip are to be prolonged or shortened so as to terminate northerly in the northerly line of said Lot 92 and southerly in said northerly line of said Instrument No. 2019-0389909.

Containing 8,774 Square Feet / 0.201 Acre more or less

See Exhibit "B" attached hereto and made a part hereof.



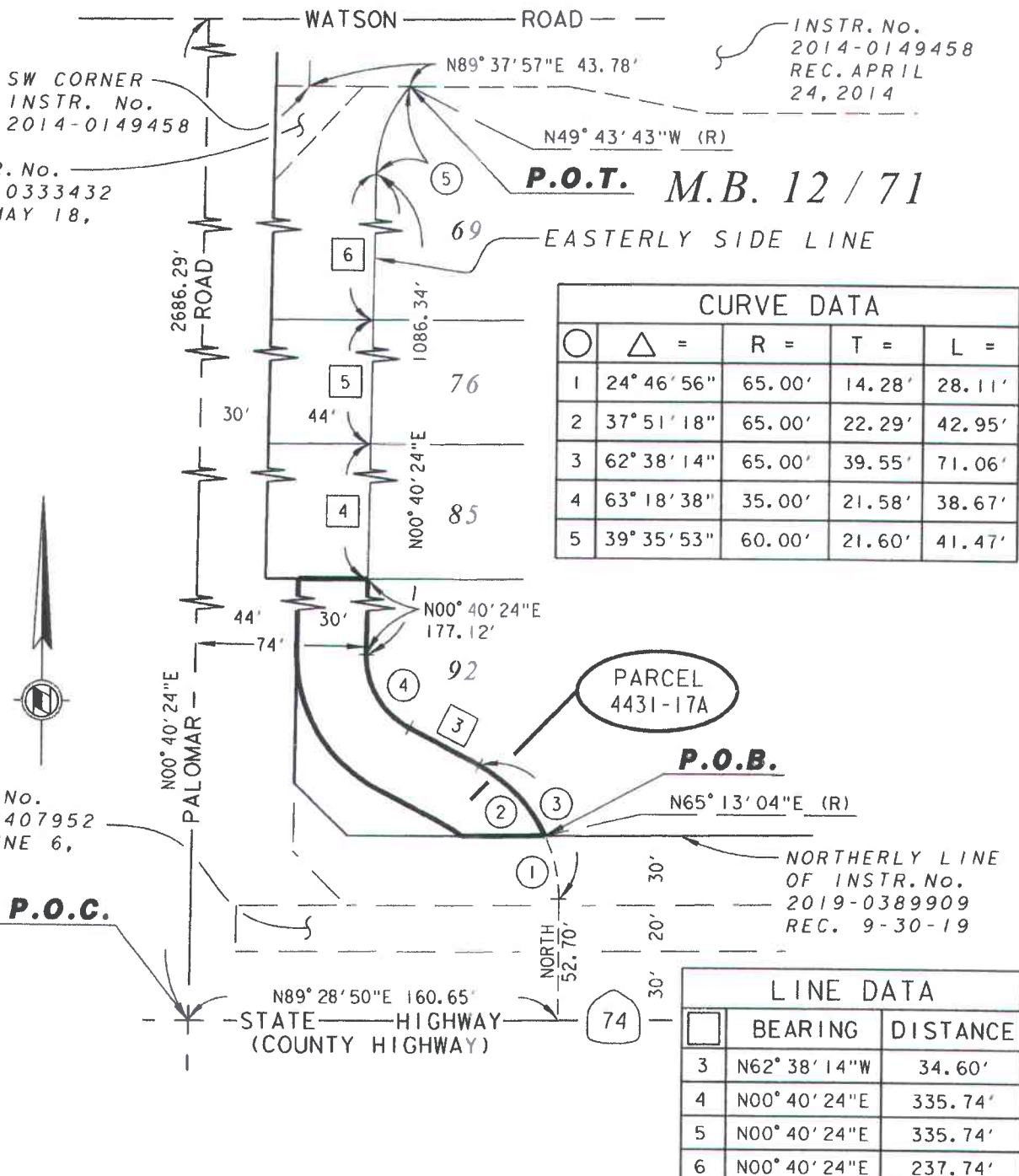
  
JAMES R. McNEILL

Land Surveyor No. 7752

Date: 10-22-19

# Exhibit "B"

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
BEING A PORTION OF LOT 92 AS SHOWN ON A MAP FILED IN BOOK 12,  
PAGE 71 OF MAPS, RECORDS OF SAID COUNTY.



SW CORNER  
INSTR. No.  
2014-0149458

INSTR. No.  
2014-0149458  
REC. APRIL  
24, 2014

INSTR. No.  
2007-0333432  
REC. MAY 18,  
2007

**P.O.T. M.B. 12 / 71**

EASTERLY SIDE LINE



INSTR. No.  
2006-0407952  
REC. JUNE 6,  
2006

**P.O.C.**

PARCEL  
4431-17A

**P.O.B.**

NORTHERLY LINE  
OF INSTR. No.  
2019-0389909  
REC. 9-30-19

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**  
1995 MARKET ST. RIVERSIDE, CA. 92501

ROMOLAND MDP LINE A-3

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

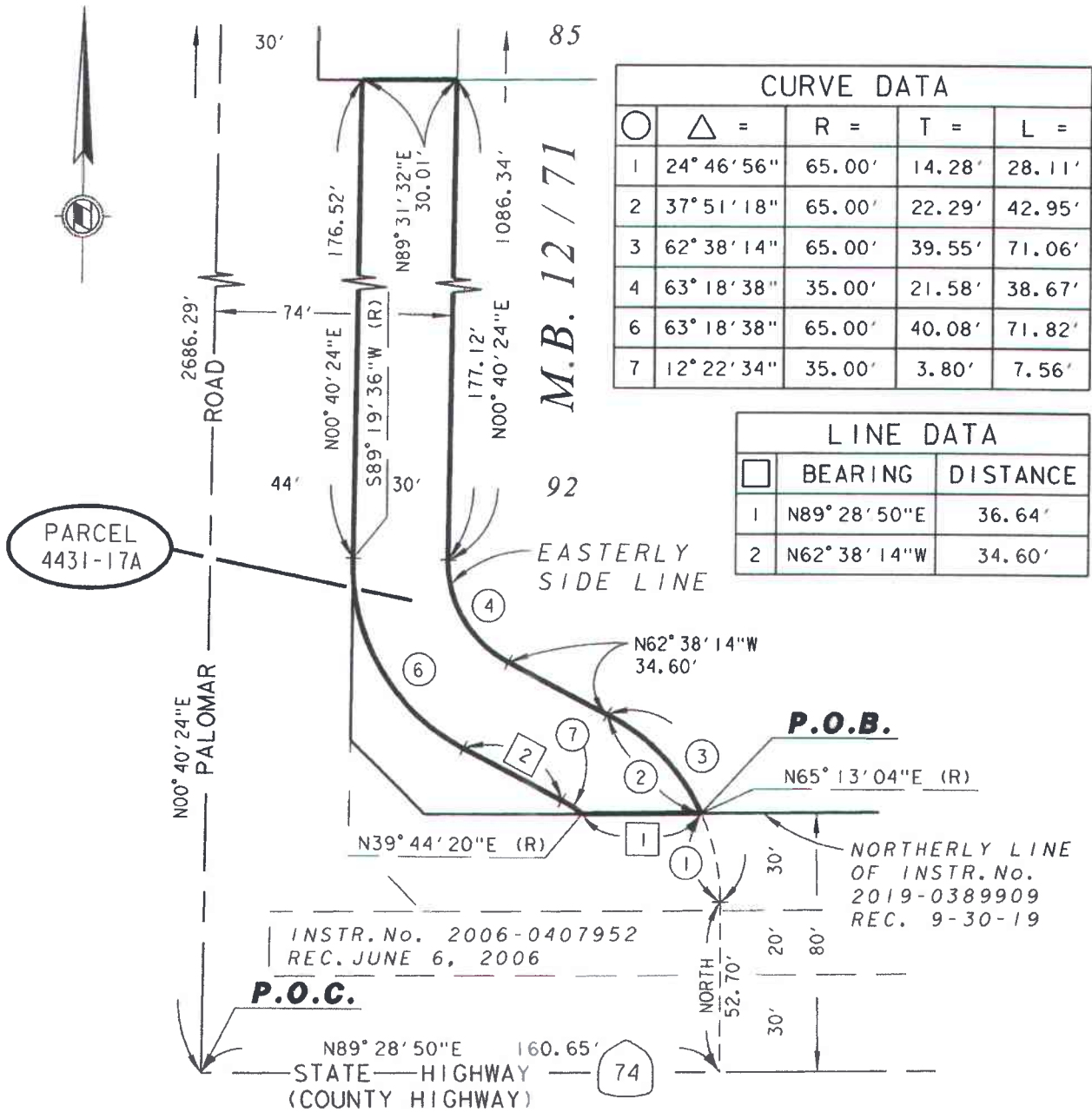
RCFC PARCEL NUMBER(S):  
**PARCEL 4431-17A**

SCALE:  
**NO SCALE**  
DATE:  
**OCT-22-2019**

PREPARED BY:  
**DAC**  
SHEET NO.  
**1 OF 2**

# Exhibit "B"

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
 BEING A PORTION OF LOT 92 AS SHOWN ON A MAP FILED IN BOOK 12,  
 PAGE 71 OF MAPS, RECORDS OF SAID COUNTY.



CURVE DATA				
○	△ =	R =	T =	L =
1	24° 46' 56"	65.00'	14.28'	28.11'
2	37° 51' 18"	65.00'	22.29'	42.95'
3	62° 38' 14"	65.00'	39.55'	71.06'
4	63° 18' 38"	35.00'	21.58'	38.67'
6	63° 18' 38"	65.00'	40.08'	71.82'
7	12° 22' 34"	35.00'	3.80'	7.56'

LINE DATA		
□	BEARING	DISTANCE
1	N89° 28' 50"E	36.64'
2	N62° 38' 14"W	34.60'

## RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: ROMOLAND MDP LINE A-3			
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.	RCFC PARCEL NUMBER(S): PARCEL 4431-17A	SCALE: NO SCALE	PREPARED BY: DAC
		DATE: OCT-22-2019	SHEET NO. 2 OF 2



**RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Parcel 4431-17B**

In the city of Menifee, County of Riverside, State of California, being a portion of Lot 85 as shown on a map filed in Book 12, Page 71 of Maps, records of said county, described as follows:

A strip of land 44.00 feet wide, being parallel with and concentric to, and lying westerly of the following described easterly side line:

**Commencing** at the centerline intersection of State Highway 74 (County Highway) and Palomar Road as shown on said Map Book;

Thence North  $89^{\circ} 28' 50''$  East 160.65 feet along the centerline of said Highway 74;

Thence NORTH 52.70 feet to the beginning of a curve, concave southwesterly, having a radius of 65.00 feet;

Thence northerly and northwesterly along said curve, 28.11 feet through a central angle of  $24^{\circ} 46' 56''$  to a point on the northerly line of Instrument No. 2019-0389909, recorded on September 30, 2019, a radial line to said point bears North  $65^{\circ} 13' 04''$  East, said point also being the **Point of Beginning**;

Thence continuing northwesterly along said curve 42.95 feet through a central angle of  $37^{\circ} 51' 18''$ ;

Thence North  $62^{\circ} 38' 14''$  West 34.60 feet to the beginning of a curve, concave northeasterly, having a radius of 35.00 feet;

Thence northwesterly and northerly along said curve 38.67 feet through a central angle of  $63^{\circ} 18' 38''$  to a point on a line parallel with and 74.00 feet easterly, from the centerline of said Palomar Road;

Thence North  $00^{\circ} 40' 24''$  East 1086.34 feet along said parallel line to the beginning of a curve, concave easterly, having a radius of 60.00 feet;

Thence northerly and northeasterly along said curve 41.47 feet through a central angle of  $39^{\circ} 35' 53''$  to a point on the south line of the parcel described in Instrument No. 2014-0149458, recorded on April 24, 2014, records of said county, a radial line to said point bears North  $49^{\circ} 43' 43''$  West, said point also being the **Point of Terminus**;

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT


Parcel 4431-17B (Cont.)

The sidelines of said strip are to be prolonged or shortened so as to terminate northerly in the northerly line of said Lot 85 and southerly in the southerly line of said Lot 85.

Containing 14,773 Square Feet / 0.339 Acre more or less

See Exhibit "B" attached hereto and made a part hereof.

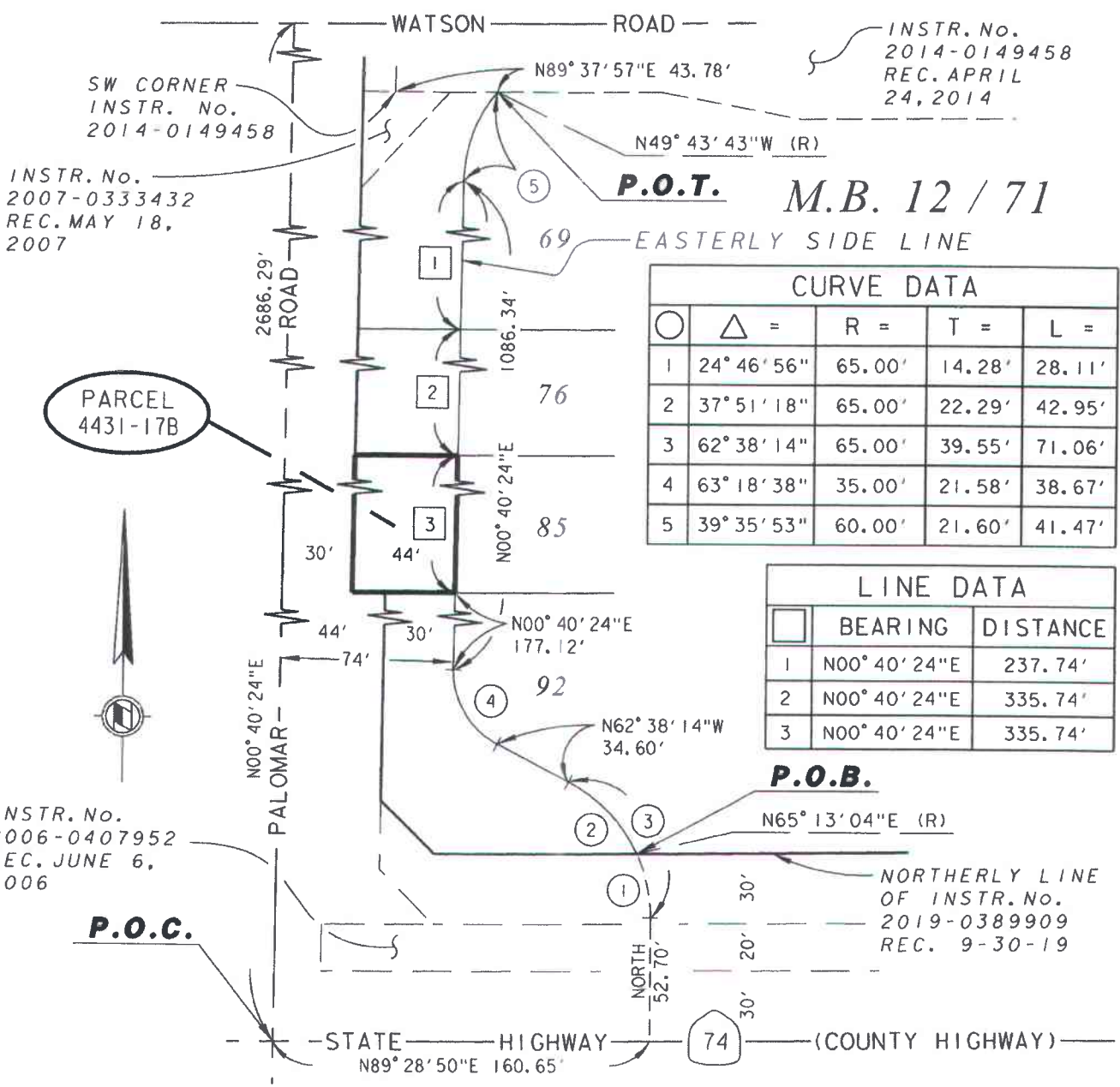


  
\_\_\_\_\_  
JAMES R. McNEILL  
Land Surveyor No. 7752

Date: 10-22-19

# Exhibit "B"

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
 BEING A PORTION OF LOT 85 AS SHOWN ON A MAP FILED IN BOOK 12,  
 PAGE 71 OF MAPS, RECORDS OF SAID COUNTY.



○	△ =	R =	T =	L =
1	24° 46' 56"	65.00'	14.28'	28.11'
2	37° 51' 18"	65.00'	22.29'	42.95'
3	62° 38' 14"	65.00'	39.55'	71.06'
4	63° 18' 38"	35.00'	21.58'	38.67'
5	39° 35' 53"	60.00'	21.60'	41.47'

□	BEARING	DISTANCE
1	N00° 40' 24" E	237.74'
2	N00° 40' 24" E	335.74'
3	N00° 40' 24" E	335.74'

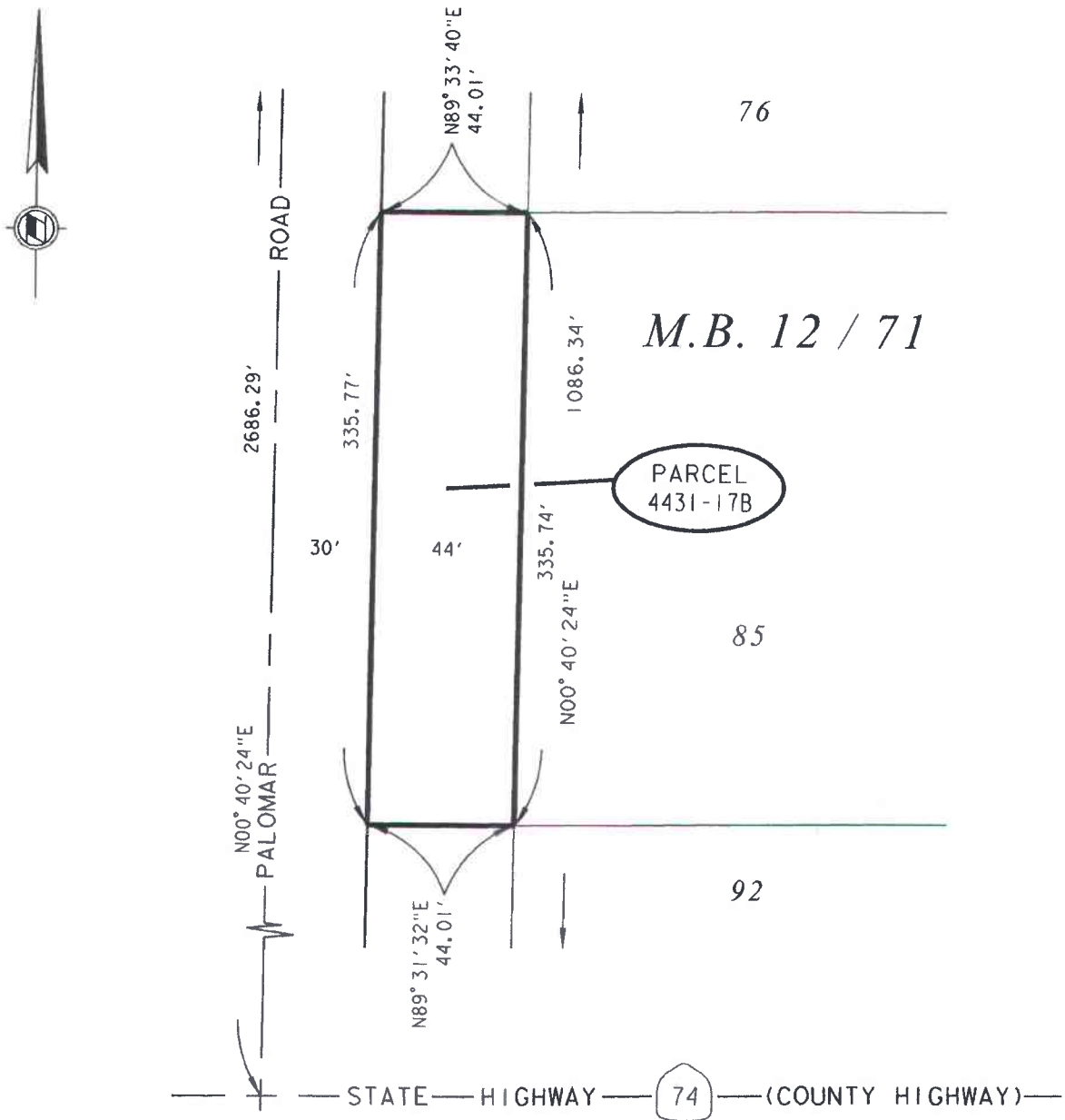
**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**  
 1995 MARKET ST. RIVERSIDE, CA. 92501

**ROMOLAND MDP LINE A-3**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 4431-17B	NO SCALE	DAC
		DATE:	SHEET NO.
		OCT-22-2019	1 OF 2

### Exhibit "B"

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
BEING A PORTION OF LOT 85 AS SHOWN ON A MAP FILED IN BOOK 12,  
PAGE 71 OF MAPS, RECORDS OF SAID COUNTY.



## RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

ROMOLAND MDP LINE A-3

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

RCFC PARCEL NUMBER(S):

PARCEL 4431-17B

SCALE:

NO SCALE

DATE:

OCT-22-2019

PREPARED BY:

DAC

SHEET NO.

2 OF 2



**RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Parcel 4431-18A**

In the city of Menifee, County of Riverside, State of California, being a portion of Lot 76 as shown on a map filed in Book 12, Page 71 of Maps, records of said county, described as follows:

A strip of land 44.00 feet wide, being parallel with and concentric to, and lying westerly of the following described easterly side line:

**Commencing** at the centerline intersection of State Highway 74 (County Highway) and Palomar Road as shown on said Map Book;

Thence North 89° 28' 50" East 160.65 feet along the centerline of said Highway 74;

Thence NORTH 52.70 feet to the beginning of a curve, concave southwesterly, having a radius of 65.00 feet;

Thence northerly and northwesterly along said curve, 28.11 feet through a central angle of 24° 46' 56" to a point on the northerly line of Instrument No. 2019-0389909, recorded on September 30, 2019, a radial line to said point bears North 65° 13' 04" East, said point also being the **Point of Beginning**;

Thence continuing northwesterly along said curve 42.95 feet through a central angle of 37° 51' 18";

Thence North 62° 38' 14" West 34.60 feet to the beginning of a curve, concave northeasterly, having a radius of 35.00 feet;

Thence northwesterly and northerly along said curve 38.67 feet through a central angle of 63° 18' 38" to a point on a line parallel with and 74.00 feet easterly, from the centerline of said Palomar Road;

Thence North 00° 40' 24" East 1086.34 feet along said parallel line to the beginning of a curve, concave easterly, having a radius of 60.00 feet;

Thence northerly and northeasterly along said curve 41.47 feet through a central angle of 39° 35' 53" to a point on the south line of the parcel described in Instrument No. 2014-0149458, recorded on April 24, 2014, records of said county, a radial line to said point bears North 49° 43' 43" West, said point also being the **Point of Terminus**;

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

**Parcel 4431-18A (Cont.)**

The sidelines of said strip are to be prolonged or shortened so as to terminate northerly in the northerly line of said Lot 76 and southerly in the southerly line of said Lot 76.

Containing 14,773 Square Feet / 0.339 Acre more or less

See Exhibit "B" attached hereto and made a part hereof.



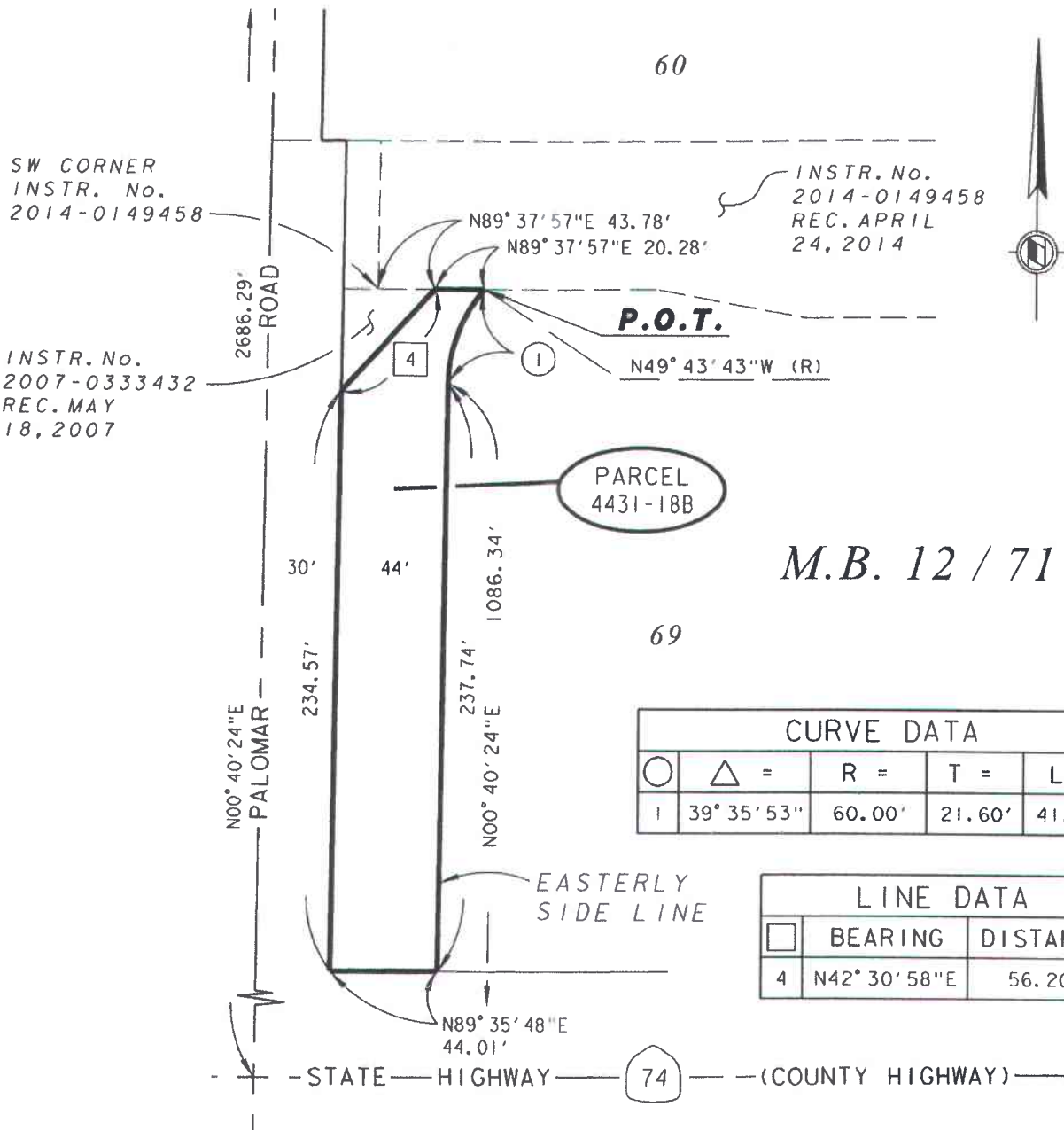
  
JAMES R. McNEILL

Land Surveyor No. 7752

Date: 10-22-19

# Exhibit "B"

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
BEING A PORTION OF LOT 69 AS SHOWN ON A MAP FILED IN BOOK 12,  
PAGE 71 OF MAPS, RECORDS OF SAID COUNTY.



CURVE DATA				
○	△ =	R =	T =	L =
1	39° 35' 53"	60.00'	21.60'	41.47'

LINE DATA		
□	BEARING	DISTANCE
4	N42° 30' 58" E	56.20'

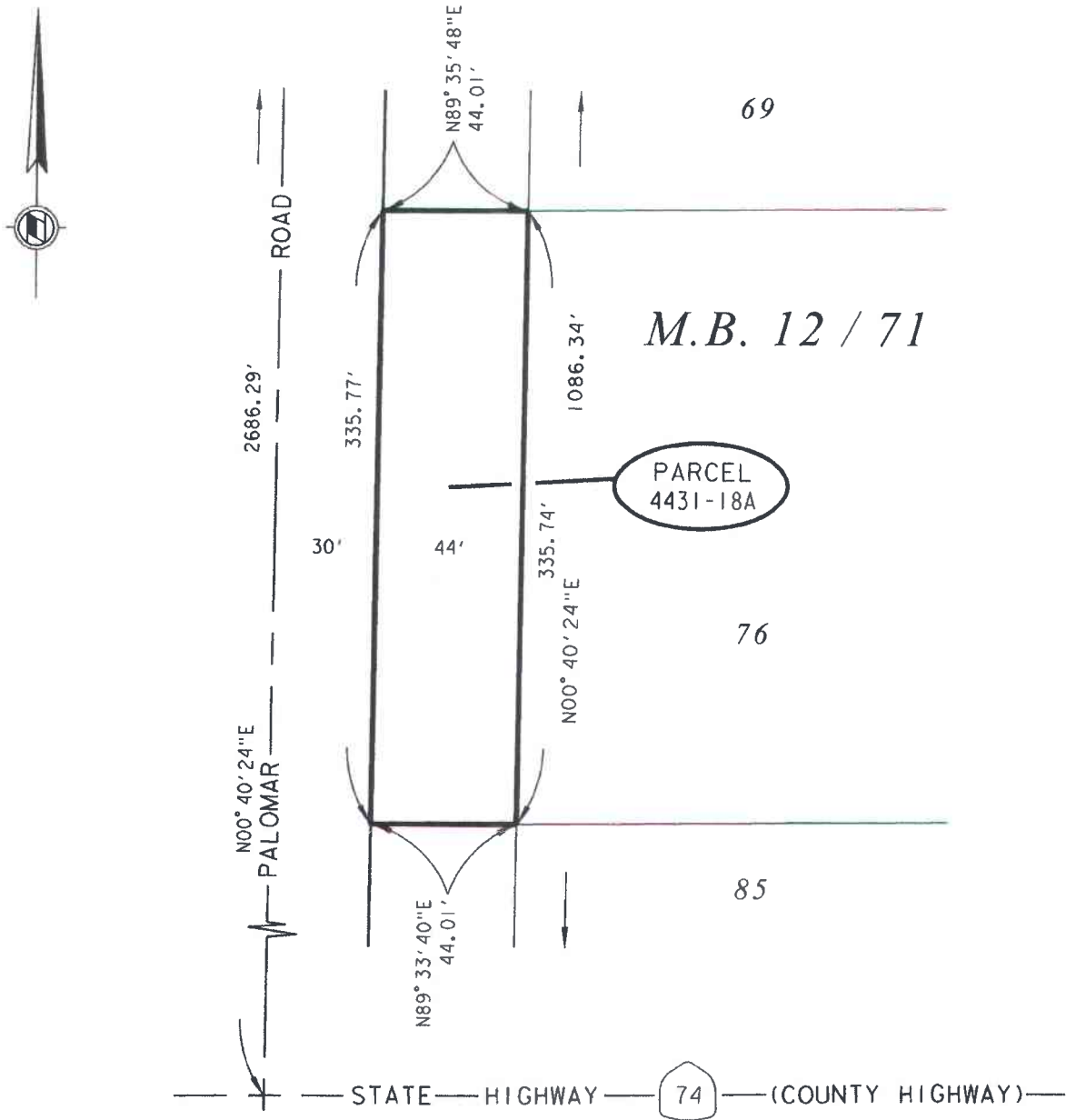
<b>RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</b>			
1995 MARKET ST. RIVERSIDE, CA. 92501			
PROJECT NAME: ROMOLAND MDP LINE A-3			
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 4431-18B	NO SCALE	DAC
		DATE:	SHEET NO.
		OCT-22-2019	2 OF 2





## Exhibit "B"

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
BEING A PORTION OF LOT 76 AS SHOWN ON A MAP FILED IN BOOK 12,  
PAGE 71 OF MAPS, RECORDS OF SAID COUNTY.



### RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

ROMOLAND MDP LINE A-3

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

RCFC PARCEL NUMBER(S):

PARCEL 4431-18A

SCALE:

NO SCALE

DATE:

OCT-22-2019

PREPARED BY:

DAC

SHEET NO.

2 OF 2

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Parcel 4431-18B**

In the city of Menifee, County of Riverside, State of California, being a portion of Lot 69 as shown on a map filed in Book 12, Page 71 of Maps, records of said county, described as follows:

A strip of land 44.00 feet wide, being parallel with and concentric to, and lying westerly of the following described easterly side line:

**Commencing** at the centerline intersection of State Highway 74 (County Highway) and Palomar Road as shown on said Map Book;

Thence North 89° 28' 50" East 160.65 feet along the centerline of said Highway 74;

Thence NORTH 52.70 feet to the beginning of a curve, concave southwesterly, having a radius of 65.00 feet;

Thence northerly and northwesterly along said curve, 28.11 feet through a central angle of 24° 46' 56" to a point on the northerly line of Instrument No. 2019-0389909, recorded on September 30, 2019, a radial line to said point bears North 65° 13' 04" East, said point also being the **Point of Beginning**;

Thence continuing northwesterly along said curve 42.95 feet through a central angle of 37° 51' 18";

Thence North 62° 38' 14" West 34.60 feet to the beginning of a curve, concave northeasterly, having a radius of 35.00 feet;

Thence northwesterly and northerly along said curve 38.67 feet through a central angle of 63° 18' 38" to a point on a line parallel with and 74.00 feet easterly, from the centerline of said Palomar Road;

Thence North 00° 40' 24" East 1086.34 feet along said parallel line to the beginning of a curve, concave easterly, having a radius of 60.00 feet;

Thence northerly and northeasterly along said curve 41.47 feet through a central angle of 39° 35' 53" to a point on the south line of the parcel described in Instrument No. 2014-0149458, recorded on April 24, 2014, records of said county, a radial line to said point bears North 49° 43' 43" West, said point also being the **Point of Terminus**;

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

**Parcel 4431-18B (Cont.)**

The sidelines of said strip are to be prolonged or shortened so as to terminate northerly in the southerly line of said Instrument No. 2014-0149458 and southerly, in the southerly line of said Lot 69.

Excepting therefrom Parcel 4431-3A as described in Instrument No. 2007-0333432, recorded on May 18, 2007, records of said county;

Containing 11,526 Square feet / 0.264 Acre more or less





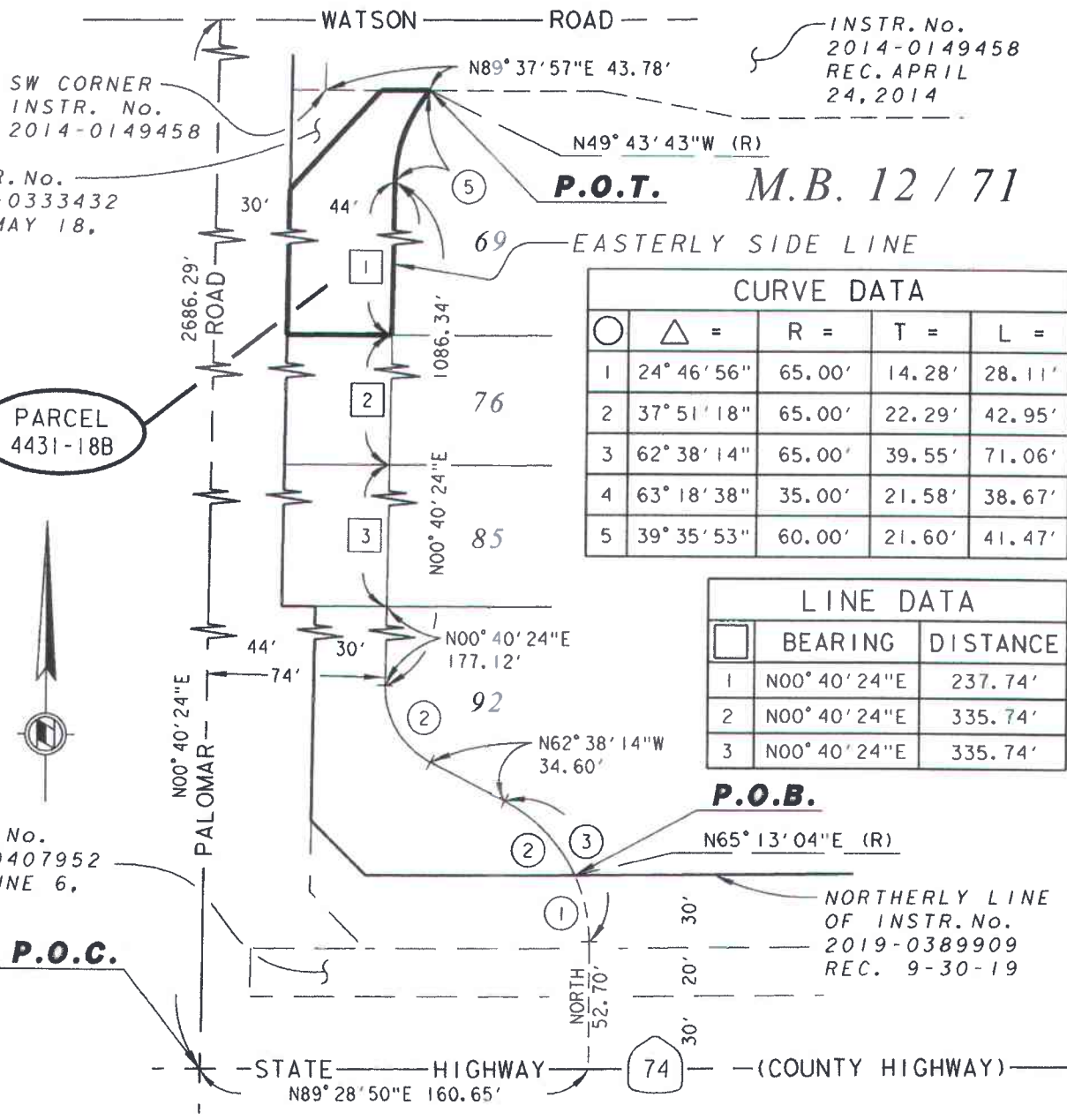
Date: 10-22-19

JAMES R. McNEILL

Land Surveyor No. 7752

# Exhibit "B"

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
BEING A PORTION OF LOT 69 AS SHOWN ON A MAP FILED IN BOOK 12,  
PAGE 71 OF MAPS, RECORDS OF SAID COUNTY.



## RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

### ROMOLAND MDP LINE A-3

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

RCFC PARCEL NUMBER(S):

PARCEL 4431-18B

SCALE:

NO SCALE

DATE:

OCT-22-2019

PREPARED BY:

DAC

SHEET NO.

1 OF 2



Project Name: Romoland MDP Line A-3, Stage 2  
 Project No. 4-0-00431  
 APNs 329-100-030 and 329-100-033  
 RCFC Parcel Nos. 4431-17A, 4431-17B, 4431-18A, 4431-18B,  
 4431-17AT, 4431-17BT, 4431-18AT and 4431-18BT

## AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is entered into this 7th day of July, 2020 by and between the **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body politic, (hereinafter called "DISTRICT" or "BUYER") and **ROMOLA GENERAL PARTNERSHIP**, a California General Partnership, (hereinafter called "SELLER") for acquisition by BUYER from SELLER of certain real property interests for the Romoland MDP Line A-3, Stage 2 (hereinafter called "PROJECT").

### RECITALS

- A. SELLER is the owner of certain real properties located in the city of Menifee, County of Riverside, State of California, Assessor's Parcel No. 329-100-030 and 329-100-033, and the related improvements, appurtenances and certain related personal and intangible property ("SELLER'S PROPERTY").
- B. SELLER desires to sell and BUYER desires to purchase permanent subterranean easement interests in the SELLER'S PROPERTY as specifically described herein.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO PURCHASE AND SALE. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER, upon the terms and for the consideration set forth in this Agreement, the following permanent subterranean easement interests in certain real property, located in Riverside County, California, with Riverside County Assessor's Parcel Nos. 329-100-030 and 329-100-033.
  - A. The permanent underground storm drain easements which affects a section of land that will hereinafter be referred to as RCFC Parcel Nos. 4431-17A, 4431-17B, 4431-18A and 4431-18B. Said sections of land consists of approximately 49,846 square feet (1.144± ac.); and
  - B. An eighteen (18) month temporary construction easement which affects a section of land that will hereinafter be referred to as "RCFC Parcel Nos. 4431-17AT, 4431-17BT, 4431-18AT and 4431-18BT". Said section of land contains approximately 61,863 square feet (1.42± ac).

Said above-listed easements interest in real property will hereinafter be collectively referred to as the "Property".

The respective sections of land affected by the above-listed interests in real property RCFC Parcels 4431-17A, 4431-17B, 4431-18A and 4431-18B are legally described in Exhibits "A" and pictorially depicted in Exhibits "B", and RCFC Parcel Nos. 4431-17AT, 4431-17BT, 4431-18AT and 4431-18BT are pictorially referenced on Right of Way and TCE Map depicted in Exhibit "C", attached hereto and by this reference incorporated herein.

2. FULL CONSIDERATION. The total calculated fair market value that BUYER has established for the Permanent Easements referenced as RCFC Parcel Nos. 4431-17A, 4431-17B, 4431-18A and 4431-18B and Temporary Construction Easements RCFC Parcel Nos. 4431-17AT, 4431-17BT, 4431-18AT and 4431-18BT is:

**ONE HUNDRED SIXTY-FIVE THOUSAND FIVE HUNDRED  
AND FOURTY EIGHT DOLLARS  
(\$165,548.00)**

The \$165,548.00 total consideration is broken down as follows:

Permanent Easements:	
RCFC 4431-17A	
8774 sq. ft. @ \$5.00/sq. ft. x 50% =	\$21,935
RCFC 4431-17B	
14,773 sq. ft. @ \$5.00/sq. ft. x 50% =	\$36,933
RCFC 4431-18A	
14,773 sq. ft. @ \$5.00/sq. ft. x 50% =	\$36,933
RCFC 4431-18B	
11,526 sq. ft. @ \$5.00/sq. ft. x 50% =	\$28,815
Severance Damage	
\$4,000 sq. ft. @ \$5.00/sq. ft. x 50% =	\$10,000
<b>Fair Market Value of Permanent Easements:</b>	<b>\$134,616</b>
RCFC 4431-17AT	
14,670 sq. ft. @ \$5.00/sq. ft. x 10% =	\$7,335
RCFC 4431-17BT	
16,786 sq. ft. @ \$5.00/sq. ft. x 10% =	\$8,393
RCFC 4431-18A	
16,786 sq. ft. @ \$5.00/sq. ft. x 10% =	\$8,393
RCFC 4431-18B	
13,621 sq. ft. @ \$5.00/sq. ft. x 10% =	\$6,811
<b>Fair Market Value of TCE's:</b>	<b>\$30,932</b>

**Total Consideration:****\$165,548**

As consideration, BUYER shall discount the amount established in Section 2 from SELLER's future Area Drainage Plan (ADP) Fee obligation resulting from future land division or discretionary land use entitlements within the Homeland-Romoland ADP Line A Watershed. The BUYER shall retain all rights to said discounting until such a time as SELLER requests the amount in Section 2 to be discounted from SELLER's ADP Fee Obligation. Any amount in Section 2 that is remaining after discount is applied to ADP Fee Obligation will be issued to SELLER as an Allocation of ADP Fee Credits Granted per the Rules and Regulations for Administration of the Area Drainage Plans Adopted September 17, 2019 by Resolution Number 2019-199, as referenced in Exhibit "D".

Said rights of discount shall be evidenced in an agreement signed by General Manager-Chief Engineer. The General Manager-Chief Engineer is authorized to apply the discount against the ADP Fee Obligation of the real property as described in Recital A as Sellers' Property, without further District approval.

3. PERMISSION TO ENTER ON PROPERTY. SELLER hereby grants to BUYER, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of this transaction for the purpose of conducting due diligence, including making necessary or appropriate inspections. BUYER will give SELLER at least two (2) business days written notice before going on the Property. BUYER does hereby indemnify and hold harmless SELLER, SELLER'S heirs, successors, assigns, officers, employees, agents and representatives free and harmless from and against any and all liability, loss, damages and costs and expenses, demands, causes of action, claims or judgments arising from or that is in any way connected with BUYER'S inspections or non-permanent improvements involving entrance onto the Property pursuant to this Section 3. If BUYER fails to acquire the Property due to BUYER'S default, this license will terminate upon the termination of BUYER'S right to purchase the Property. In such event, BUYER will remove or cause to be removed all of BUYER'S personal property, facilities, tools and equipment from the Property. If BUYER does not remove all of BUYER'S personal property, facilities, tools and equipment from the Property within ten (10) business days of the date that BUYER'S license terminates under this Section, SELLER has the right to remove said personal property, facilities, tools and equipment from the Property. In the event BUYER fails to remove BUYER'S personal property, facilities, tools and equipment from the Property after entering the Property to perform due diligence, including to make necessary or appropriate inspections as specified in this Section 3, BUYER is responsible for all reasonable costs incurred by SELLER in any such removal by SELLER.
  
4. TEMPORARY CONSTRUCTION EASEMENT. At least thirty (30) days prior written and oral notice shall be given to SELLER before DISTRICT initially enters upon and uses the land (under authority of the temporary construction easements or any one or more of them). The rights herein granted to use those temporary construction easements (or any one or more of them) shall end on the date that is eighteen (18) months after the giving of said written or oral notice or, alternatively, upon completion of the PROJECT (whichever occurs first).

5. ESCROW. The parties will establish an escrow at Lawyers Title Insurance Company ("Escrow") to accommodate the transaction contemplated by this Agreement. For purposes of this Agreement, Opening of Escrow means the date on which Escrow Holder receives a fully executed original of this Agreement. The parties shall open an escrow within thirty (30) business days of the date on which this Agreement is fully executed by the parties. Close of Escrow means the date on which the Easement Deeds are recorded in the Official Records of the County of Riverside. The Close of Escrow will be as soon as possible after the Opening of Escrow, but in no event shall the Close of Escrow be later than one hundred eighty (180) days after the Opening of Escrow. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may reasonably be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict, amend or supersede any provisions of this Agreement; this Agreement shall control unless the parties expressly agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions for disbursements and other actions by Escrow Holder of this sale which shall occur at the Close of Escrow:
- A. Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by BUYER in payment of the Property as follows: (a) deduct or credit all items chargeable to the account of SELLER and/or BUYER pursuant to Sections 6 and 11; (b) process the documents for the Total Consideration as described herein; (c) disburse the balance of the escrow deposit to SELLER; and (d) disburse any excess proceeds deposited by BUYER to BUYER.
  - B. Recording. Cause the Easement Deeds in favor of BUYER to be recorded with the County Recorder and obtain conformed copies thereof for distribution to BUYER and SELLER.
  - C. Title Policy. Direct the Title Company to issue the Title Policy for the Property to BUYER.
  - D. Delivery of Documents to BUYER and SELLER. Deliver to BUYER any other documents (or copies thereof) deposited into Escrow by SELLER. Deliver to SELLER any other documents (or copies thereof) deposited into Escrow by BUYER. Mail a final closing statement to BUYER and SELLER.
  - E. Time Limits. All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of or supplement to any instructions must be in writing.
6. TITLE AND TITLE INSURANCE. Upon the Opening of Escrow, Lawyers Title Insurance Company (the "Escrow Holder") shall obtain and issue a title commitment for the Property. Escrow Holder will also request two (2) copies each of all instruments identified as exceptions on said title commitment. Upon receipt of the foregoing, Escrow Holder will deliver these instruments and the title commitment to BUYER and SELLER. Escrow Holder will insure BUYER'S easement titles to the Properties, which is described above in Section 1, at the Close of Escrow by a CLTA Owner's Standard Coverage Policy of Title Insurance in the amount of the Easement Interests of RCFC Parcel Nos. 4431-



17A, 4431-17B, 4431-18A and 4431-18B only ("Policy") as described in Section 2 – Fair Market Value of Permanent Easements. BUYER shall pay for the cost of the Policy. The Policy provided for pursuant to this Section 6 will insure BUYER'S interest in the Property free and clear of all monetary liens, monetary encumbrances and other exceptions to good and clear title, subject only to the following permitted conditions of title ("Permitted Title Exceptions"):

- A. The applicable zoning, building and development regulations of any municipality, county, state or federal jurisdiction affecting the Property.
  - B. Those non-monetary exceptions not objected to by BUYER within ten (10) business days after the date BUYER receives the title commitment and legible copies of all instruments noted as exceptions therein. If BUYER "unconditionally disapproves" any such exceptions, Escrow will thereupon terminate, all funds deposited therein will be refunded to BUYER (less BUYER'S share of escrow cancellation charges) and this Agreement will be in no further force or effect. If BUYER "conditionally disapproves" any such exceptions, then SELLER will use SELLER'S best efforts to cause such exceptions to be removed by the Close of Escrow. If such conditionally disapproved non-monetary exceptions are not removed by the Close of Escrow, BUYER may, at BUYER'S option, either accept the Property subject to such exceptions, or terminate the Escrow and receive a refund of all funds deposited into Escrow (less BUYER'S share of escrow cancellation charges), if any, and this Agreement will thereupon be of no further force or effect. At the Close of Escrow, BUYER'S easement interest in the Property will be free and clear of all monetary liens and monetary encumbrances, including any taxes.
  - C. Taxes: Current fiscal year, including personal property tax, if any, and any further assessment thereto under Division 1, Part 0.5, Chapter 3.5 of Revenue and Taxation Code of the State of California. All other taxes owed whether presently current or delinquent are to be CURRENT at the Close of Escrow.
  - D. Quasi-public utility, public utility, public alley, public street easements and rights of way of record.
7. POSSESSION OF PROPERTY. It is mutually understood and agreed by and between the parties hereto that the right of possession and use of the Property by BUYER, including the right to remove and dispose of improvements, shall commence upon the execution of this Agreement by all parties.
8. WARRANTIES AND REPRESENTATIONS OF SELLER. SELLER makes the following representations and warranties:
- A. To the best of SELLER'S knowledge there are no actions, suits, material claims, legal proceedings or any other proceedings affecting the Property or any portion thereof, at law or in equity before any court or governmental agency, domestic or foreign.
  - B. To the best of SELLER'S knowledge there are no encroachments onto the



Property by improvements on any adjoining property, nor do any buildings or improvements on the Property encroach onto other properties.

- C. Until the Close of Escrow, SELLER shall maintain the Property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the Property.
- D. SELLER has good and marketable title to the Property. SELLER has no actual knowledge of any unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by anyone other than SELLER. SELLER has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to BUYER. There are no unsatisfied mechanics' or materialmen's lien rights on the Property. No assessment lien or bond encumbers the Property, and no governmental authority has undertaken any action that could give rise to an assessment lien affecting the Property and shall not do anything that would impair SELLER'S title to any of the Property.
- E. To the best of SELLER'S knowledge neither the execution of this Agreement nor the performance of the obligations herein will conflict with or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease or other agreement or instrument to which the Property may be bound.
- F. SELLER represents and warrants that until the Close of Escrow, SELLER shall, upon learning of any fact or condition that would cause any of the warranties and representations in this Section 8 not to be true as of closing, immediately give written notice of such fact or condition to BUYER.
- G. SELLER represents and warrants that it did not use, generate, release, discharge, store or dispose of any hazardous waste, toxic substances or related materials on, or under, in or about the Property or transport any Hazardous Materials to or from the Property and that it shall not use, generate, release, discharge, store or dispose of any hazardous waste, toxic substances or related materials on, or under, in or about the Property prior to the Close of Escrow. The term "Hazardous Materials" shall mean any substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste" or "restricted hazardous waste" under Section 25115, 25117 or 25122.7 or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous material", "hazardous substance" or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iii) defined as "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (iv) petroleum, (v) asbestos, (vi) polychlorinated biphenyls, (vii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (viii) designated as a

"hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. §1317), (ix) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903) or (x) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42, U.S.C. §9601 et seq. (42 U.S.C. §9601).

- H. SELLER represents and warrants that, to the best of SELLER'S knowledge, the Property is in compliance with all applicable statutes and regulations, including environmental, health and safety requirements.
- I. This Agreement and the performance of SELLER'S obligations under it and all documents executed by SELLER that are to be delivered to BUYER at the Closing are, or on the Closing Date will be, duly authorized, executed, and delivered by SELLER and are, or at the Closing Date will be, legal, valid, and binding obligations of SELLER, and do not, and on the Closing Date will not, violate any provision of any agreement or judicial order to which SELLER is a party or to which SELLER or the Property is subject. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, government agency, or other party is required for SELLER to enter into and/or to perform SELLER'S obligations under this Agreement, except as has already been obtained. If SELLER is a corporation, it is organized, validly existing, and in good standing under the laws of the State of California.

9. WARRANTIES AND REPRESENTATIONS OF BUYER. BUYER hereby represents and warrants to SELLER the following; it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the Close of Escrow and shall survive the Close of Escrow:

- A. BUYER has taken all required action to permit it to execute, deliver and perform its obligations under this Agreement.
- B. BUYER has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder are, or at the Closing Date will be, legal, valid and binding obligations of BUYER and can consummate the transaction contemplated herein.

10. CLOSING CONDITIONS.

- A. All obligations of BUYER under this Agreement are subject to the fulfillment, before or at Closing, of each of the following conditions:
  - 1) SELLER shall convey to BUYER marketable title to the Property by execution and delivery with Escrow Holder a duly executed and acknowledged Easement Deeds in the form attached as Exhibit E.
  - 2) SELLER must have delivered to Escrow the documents and funds it is required to deliver through Escrow at Closing.

- 3) The physical condition of the Property must be substantially the same on the Closing Date as on the Effective Date, reasonable wear and tear excepted.
- 4) All necessary agreements and consents of all parties to consummate the transaction contemplated by this Agreement will have been obtained and furnished by SELLER to BUYER.
- 5) Such proof of SELLER'S authority and authorization to enter into and perform under this Agreement, and such proof of power and authority of the individuals executing or delivering any instruments, documents, or certificates on behalf of SELLER to act for and bind SELLER as may reasonably be required by BUYER or the Escrow Holder.

BUYER'S Closing Conditions are solely for BUYER'S benefit and any or all may be waived in writing by BUYER in whole or in part without prior notice.

- B. SELLER'S obligation to sell the Property is expressly conditioned on the fulfillment of the following condition at or before the Closing:
  - 1) BUYER must have delivered to Escrow the documents and funds required to consummate this transaction and as specified in this Agreement.

SELLER'S Closing Conditions are solely for SELLER'S benefit and any or all may be waived in writing by SELLER in whole or in part without prior notice.

- C. BUYER and SELLER agree to execute and provide any additional instruments or other documents as may be necessary to complete this transaction. BUYER and SELLER hereby agree to cooperate with the execution of all instruments or other documents reasonably necessary to complete the transfer of the real property interest, including, but not limited to, any supplemental instructions required to complete the transaction.
- D. Upon the completion of transaction, the SELLER agrees to deliver to BUYER a fully executed copy of this Purchase and Sales Agreement.

11. CLOSING COSTS. Costs for Escrow, title and closing expenses will be paid for by Buyer and will include the following:

- A. BUYER shall pay or be charged:
  - a. All of Escrow fees and costs;
  - b. Cost of the CLTA Standard coverage policies;
  - c. ~~Cost of Natural Hazard Disclosure Statement;~~
    - 1) Tax Exempt Agency. All parties hereto acknowledge that the BUYER is a public entity and exempt from payment of any real property taxes.

There will be no proration of taxes through Escrow. SELLER will be responsible for payment of any real property taxes due prior to the Close of Escrow. In the event any real property taxes are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due the SELLER at the Close of Escrow. SELLER understands that the Tax Collector will not accept partial payment of any installment of the real property taxes due at the Close of Escrow. After the Close of Escrow, the BUYER will file any necessary documentation with the County Tax Collector/Assessor for the property tax exemption. SELLER shall have the right, after the Close of Escrow, to apply for a refund, to the County Tax Collector/Assessor outside of Escrow if eligible to receive such refund and Escrow Holder shall have no liability and/or responsibility in connection therewith.

- 2) Utility Deposits. SELLER will notify all utility companies servicing the Property of the sale of the Property to BUYER and will request that such companies send SELLER a final bill, if warranted, for the period ending on the last day before the Close of Escrow. BUYER will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to BUYER, if applicable.

B. SELLER is responsible for all costs associated with the provision of utility services to the Property up to the Close of Escrow.

12. CLOSING. When the Escrow Holder receives all documents identified in this Agreement, and the Title Company is ready, willing and able to issue the Title Policy, then, and only then, the Escrow Holder will close Escrow by performing all actions instructed to do so in the Escrow Instructions and in accordance with this Agreement.
13. INDEMNITY. SELLER agrees to indemnify, defend and hold BUYER harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees) of any nature whatsoever, resulting from, arising out of or based on any breach of SELLER'S representation, warranties or covenants provided in this Agreement.
14. DISTRICT REPRESENTATIVE. The General Manager-Chief Engineer, or his designee, serves as the representative on behalf of BUYER for the purpose of administering and performing administrative or ministerial actions necessary to complete this transaction, including executing any other related escrow forms or documents to consummate the purchase.
15. SELLER REPRESENTATIVE. The Partners of Romola General Partnership authorize Marion V. Ashley, II (AKA Mickey Ashley) to serve as the representative on behalf of SELLER for the purpose of administering and performing administrative or ministerial actions necessary to complete this transaction, including executing any other related escrow forms or documents to consummate the purchase. Said authorization terminates upon the completion of said purchase.
16. NOTICES. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices shall be considered



given upon the earlier of (a) personal delivery, (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (c) one (1) business day following deposit with an overnight carrier service. A copy of all notices shall be sent to the Escrow Company. Notices shall be addressed as provided below for the respective party. The parties agree, however, that if any party gives notice in writing of a change of name or address to the other party, notices to such party shall thereafter be given as demanded in that notice:

SELLER: Romola General Partnership  
c/o Marion V. Ashley II  
2001 Lerner Lane  
North Tustin, CA 92705

BUYER: Riverside County Flood Control  
and Water Conservation District  
Attention: Ruben F. Duran  
1995 Market Street  
Riverside, CA 92501

COPY TO: Riverside County Counsel  
Attention: Wesley Stanfield  
Deputy County Counsel  
3960 Orange Street, Suite 500  
Riverside, CA 92501-3674

ESCROW HOLDER: Lawyers Title Insurance Company  
Attention: Debbie Strickland  
3480 Vine Street  
Riverside, CA 92507

17. MISCELLANEOUS.

- A. Natural Hazard Disclosure Statement. SELLER will provide to BUYER within the time allowed by law a Natural Hazard Disclosure Statement in accordance with California Government Code Sections 8589.3–8589.4 and 51183.5 and Public Resources Code Sections 4136, 2621.9 and 2694.
- B. Default. In the event of a material breach or material default under this Agreement by either the BUYER or SELLER, the non-defaulting party shall have, in addition to all rights available at law or equity, the right to terminate this Agreement and the Escrow for the purchase and sale of the Property, by delivering written notice thereof to the defaulting party and to Escrow Holder, and if the BUYER is the non-defaulting party, the BUYER shall thereupon promptly receive a refund of all prior deposits, if any. Such termination of the Escrow by a non-defaulting party shall be without prejudice to the non-defaulting party's rights and remedies at law or equity.



- C. Further Instructions. Each party agrees to execute such other and further escrow instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.
- D. Amendments. Any amendments to this Agreement shall be effective only in writing and when duly executed by both the BUYER and SELLER and deposited with Escrow Holder.
- E. Applicable Law. This Agreement shall be construed and interpreted under, and governed and enforced according to the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.
- F. Entire Agreement. This Agreement contains the entire agreement between the undersigned parties respecting the subject matter set forth herein, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting said subject matter (whether oral or in writing). No person is authorized to make, and by execution hereof SELLER and BUYER acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on SELLER or BUYER.
- G. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
- H. Time of Essence. The parties acknowledge that time is of the essence in this Agreement, notwithstanding anything to the contrary in the Escrow Company's general Escrow instructions.
- I. Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.
- J. Interpretation and Construction. The parties agree that each party has reviewed this Agreement and that each has had the opportunity to have their legal counsel review and revise this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or Exhibits thereto. In this Agreement the neutral gender includes the feminine and masculine, and singular number includes the plural, and the words 'person' and 'party' include corporation, partnership, firm, trust, or association wherever the context so requires. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

- K. Counterparts. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
- L. Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.
- M. Brokers. SELLER and BUYER each represent and warrant to one another that, such party has not engaged any broker or finder with respect to this Agreement or the transactions contemplated herein. If SELLER is in fact represented in this sale, upon and only upon the Closing, SELLER shall be solely responsible to pay a commission or fees for its broker. BUYER is not responsible nor liable for any claims, changes, or commissions that may arise or be alleged to a broker or agent in connection with this Agreement or the purchases and sale of the Property whether or not close of escrow occurs. SELLER shall defend, indemnify and hold harmless BUYER from and against any and all liabilities, claims, demands, damages, or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge claimed to be due by SELLER'S Broker or any arising from or by reason of SELLER'S conduct with respect to this transaction. The provisions of this Section 15.M. shall survive Closing hereunder or termination of this Agreement.
- N. Attorneys' Fees. If either party hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this Agreement or because of a breach of this Agreement by the other party, the prevailing party may be entitled to recover reasonable attorneys' fees from the other party only if the prevailing party has prevailed in a judgment by a court of competent jurisdiction.

18. ASSIGNMENT. BUYER may assign its rights under this Agreement or may designate a nominee to acquire the Property, provided, however, that any such assignment or designation shall not relieve BUYER of any of its obligations under this Agreement.

19. SIGNATURES. This Agreement will have no force or effect whatsoever unless and until it is signed by each of the duly authorized agents of the transacting parties.

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[Signatures on next page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year set forth herein.

ROMOLA GENERAL PARTNERSHIP,  
A California General Partnership

PARTNERS:

**MTA Holdings, LLC**

Dated: 7/14/2020

By: Aleathea Rayburn  
Aleathea Rayburn, its Manager

**The Ashley Grandchildren's Educational Trust  
dated as of November 28, 1991**

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

By: \_\_\_\_\_  
John C. Ashley, Co-Trustee

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

By: \_\_\_\_\_  
Marianne Wybert, Co-Trustee

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

By: \_\_\_\_\_  
Steven M. Ashley, Co-Trustee

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

\_\_\_\_\_  
Jane M. Wink

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

\_\_\_\_\_  
Karen Ann Wink

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

\_\_\_\_\_  
Paula Marie Brucker

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

\_\_\_\_\_  
Mary Kathleen Wink

[Signed in counterpart]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year set forth herein.

ROMOLA GENERAL PARTNERSHIP,  
A California General Partnership

PARTNERS:

**MTA Holdings, LLC**

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

By: \_\_\_\_\_  
Aleathea Rayburn, its Manager

**The Ashley Grandchildren's Educational Trust  
dated as of November 28, 1991**

Dated: July 31, 2020

By:   
John C. Ashley, Co-Trustee

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

By: \_\_\_\_\_  
Marianne Wybert, Co-Trustee

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

By: \_\_\_\_\_  
Steven M. Ashley, Co-Trustee

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

\_\_\_\_\_  
Jane M. Wink

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

\_\_\_\_\_  
Karen Ann Wink

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

\_\_\_\_\_  
Paula Marie Brucker

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

\_\_\_\_\_  
Mary Kathleen Wink

[Signed in counterpart]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year set forth herein.

ROMOLA GENERAL PARTNERSHIP,  
A California General Partnership

PARTNERS:

**MTA Holdings, LLC**

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


By: \_\_\_\_\_  
Aleathea Rayburn, its Manager

**The Ashley Grandchildren's Educational Trust  
dated as of November 28, 1991**

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

By: \_\_\_\_\_  
John C. Ashley, Co-Trustee

Dated: 7/8/2020

By:   
Marianne Wybert, Co-Trustee

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

By: \_\_\_\_\_  
Steven M. Ashley, Co-Trustee

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

\_\_\_\_\_  
Jane M. Wink

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

\_\_\_\_\_  
Karen Ann Wink

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

\_\_\_\_\_  
Paula Marie Brucker

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

\_\_\_\_\_  
Mary Kathleen Wink

[Signed in counterpart]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year set forth herein.

ROMOLA GENERAL PARTNERSHIP,  
A California General Partnership

PARTNERS:

**MTA Holdings, LLC**

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

By: \_\_\_\_\_  
Aleathea Rayburn, its Manager

**The Ashley Grandchildren's Educational Trust  
dated as of November 28, 1991**

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

By: \_\_\_\_\_  
John C. Ashley, Co-Trustee

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

By: \_\_\_\_\_  
Marianne Wybert, Co-Trustee

Dated: 7/10/2020

By: *Steven M. Ashley*  
Steven M. Ashley, Co-Trustee

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

\_\_\_\_\_  
Jane M. Wink

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

\_\_\_\_\_  
Karen Ann Wink

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

\_\_\_\_\_  
Paula Marie Brucker

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

\_\_\_\_\_  
Mary Kathleen Wink

[Signed in counterpart]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year set forth herein.

ROMOLA GENERAL PARTNERSHIP,  
A California General Partnership

PARTNERS:

**MTA Holdings, LLC**

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

By: \_\_\_\_\_  
Aleathea Rayburn, its Manager

**The Ashley Grandchildren's Educational Trust  
dated as of November 28, 1991**

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

By: \_\_\_\_\_  
John C. Ashley, Co-Trustee

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

By: \_\_\_\_\_  
Marianne Wybert, Co-Trustee

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

By: \_\_\_\_\_  
Steven M. Ashley, Co-Trustee

Dated: 7/13/20

Jane M. Wink  
Jane M. Wink

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

\_\_\_\_\_  
Karen Ann Wink

Dated: 7/13/20

Paula Marie Brucker  
Paula Marie Brucker

Dated: 7/13/20

Mary Kathleen Wink  
Mary Kathleen Wink

[Signed in counterpart]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year set forth herein.

ROMOLA GENERAL PARTNERSHIP,  
A California General Partnership

PARTNERS:

**MTA Holdings, LLC**

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

By: \_\_\_\_\_  
Aleathea Rayburn, its Manager

**The Ashley Grandchildren's Educational Trust  
dated as of November 28, 1991**

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

By: \_\_\_\_\_  
John C. Ashley, Co-Trustee

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

By: \_\_\_\_\_  
Marianne Wybert, Co-Trustee

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

By: \_\_\_\_\_  
Steven M. Ashley, Co-Trustee

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

\_\_\_\_\_  
Jane M. Wink

Dated: July 14, 2020

Karen Ann Wink  
\_\_\_\_\_  
Karen Ann Wink

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

\_\_\_\_\_  
Paula Marie Brucker

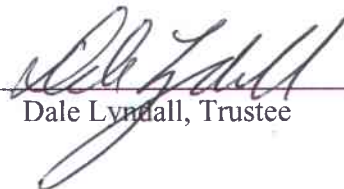
Dated: \_\_\_\_\_

\_\_\_\_\_  
Mary Kathleen Wink

[Signed in counterpart]

**Lyndall Associates, Inc.  
Profit Sharing Plan and Trust**

Dated: 7/9/2020

By:  TRUSTEE  
Dale Lyndall, Trustee

**Romola Rose, LLC**

By: Ashley Capital  
Its Manager

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

By: \_\_\_\_\_  
Marion V. Ashley, II, its President

[Signed in counterpart]

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**Lyndall Associates, Inc.  
Profit Sharing Plan and Trust**

Dated: 7/9/2020

By: *Dale Lyndall* Trustee  
Dale Lyndall, Trustee

**Romola Rose, LLC**

By: Ashley Capital  
Its Manager

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

By: \_\_\_\_\_  
Marion V. Ashley, II, its President

[Signed in counterpart]

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**Lyndall Associates, Inc.  
Profit Sharing Plan and Trust**

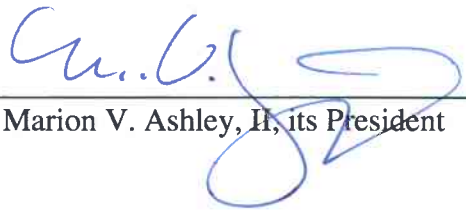
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dale Lyndall, Trustee

**Romola Rose, LLC**

By: Ashley Capital  
Its Manager

Dated: 7/24/2020

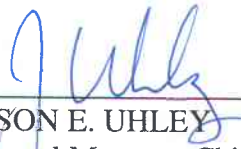
By:   
Marion V. Ashley, II, its President

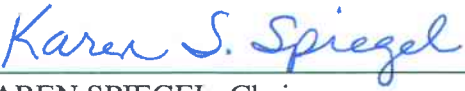
[Signed in counterpart]

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**RECOMMENDED FOR APPROVAL**

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT,**  
a special district

By:   
JASON E. UHLEY  
General Manager-Chief Engineer

By:   
KAREN SPIEGEL, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

Date: 10-19-2020

Date: 11/10/2020

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS  
County Counsel

ATTEST:  
KECIA R. HARPER  
Clerk of the Board

By:   
WESLEY W. STANFIELD  
Deputy County Counsel

By: 

Date: 10/27/2020

PVV:AU:rlp  
05/12/2020

Project: Romoland MDP Line A-3  
Project No. 4-0-00413  
APNs 329-100-030 and 329-100-033  
RCFC Parcel Nos. 4431-17A, 4431-17B, 4431-18A and 4431-18B

EXHIBITS "A" & "B"

PARCELS 4431-17A, 4431-17B,  
4431-18A & 4431-18B

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Parcel 4431-17A**

In the city of Menifee, County of Riverside, State of California, being a portion of Lot 92 as shown on a map filed in Book 12, Page 71 of Maps, records of said county, described as follows:

A strip of land 30.00 feet wide, being parallel with and concentric to, and lying westerly of the following described easterly side line:

**Commencing** at the centerline intersection of State Highway 74 (County Highway) and Palomar Road as shown on said Map Book;

Thence North  $89^{\circ} 28' 50''$  East 160.65 feet along the centerline of said Highway 74;

Thence NORTH 52.70 feet to the beginning of a curve, concave southwesterly, having a radius of 65.00 feet;

Thence northerly and northwesterly along said curve, 28.11 feet through a central angle of  $24^{\circ} 46' 56''$  to a point on the northerly line of Instrument No. 2019-0389909, recorded on September 30, 2019, a radial line to said point bears North  $65^{\circ} 13' 04''$  East, said point also being the **Point of Beginning**;

Thence continuing northwesterly along said curve 42.95 feet through a central angle of  $37^{\circ} 51' 18''$ ;

Thence North  $62^{\circ} 38' 14''$  West 34.60 feet to the beginning of a curve, concave northeasterly, having a radius of 35.00 feet;

Thence northwesterly and northerly along said curve 38.67 feet through a central angle of  $63^{\circ} 18' 38''$  to a point on a line parallel with and 74.00 feet easterly, from the centerline of said Palomar Road;

Thence North  $00^{\circ} 40' 24''$  East 1086.34 feet along said parallel line to the beginning of a curve, concave easterly, having a radius of 60.00 feet;

Thence northerly and northeasterly along said curve 41.47 feet through a central angle of  $39^{\circ} 35' 53''$  to a point on the south line of the parcel described in Instrument No. 2014-0149458, recorded on April 24, 2014, records of said county, a radial line to said point bears North  $49^{\circ} 43' 43''$  West, said point also being the **Point of Terminus**;

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

**Parcel 4431-17A (Cont.)**

The sidelines of said strip are to be prolonged or shortened so as to terminate northerly in the northerly line of said Lot 92 and southerly in said northerly line of said Instrument No. 2019-0389909.

Containing 8,774 Square Feet / 0.201 Acre more or less

See Exhibit "B" attached hereto and made a part hereof.



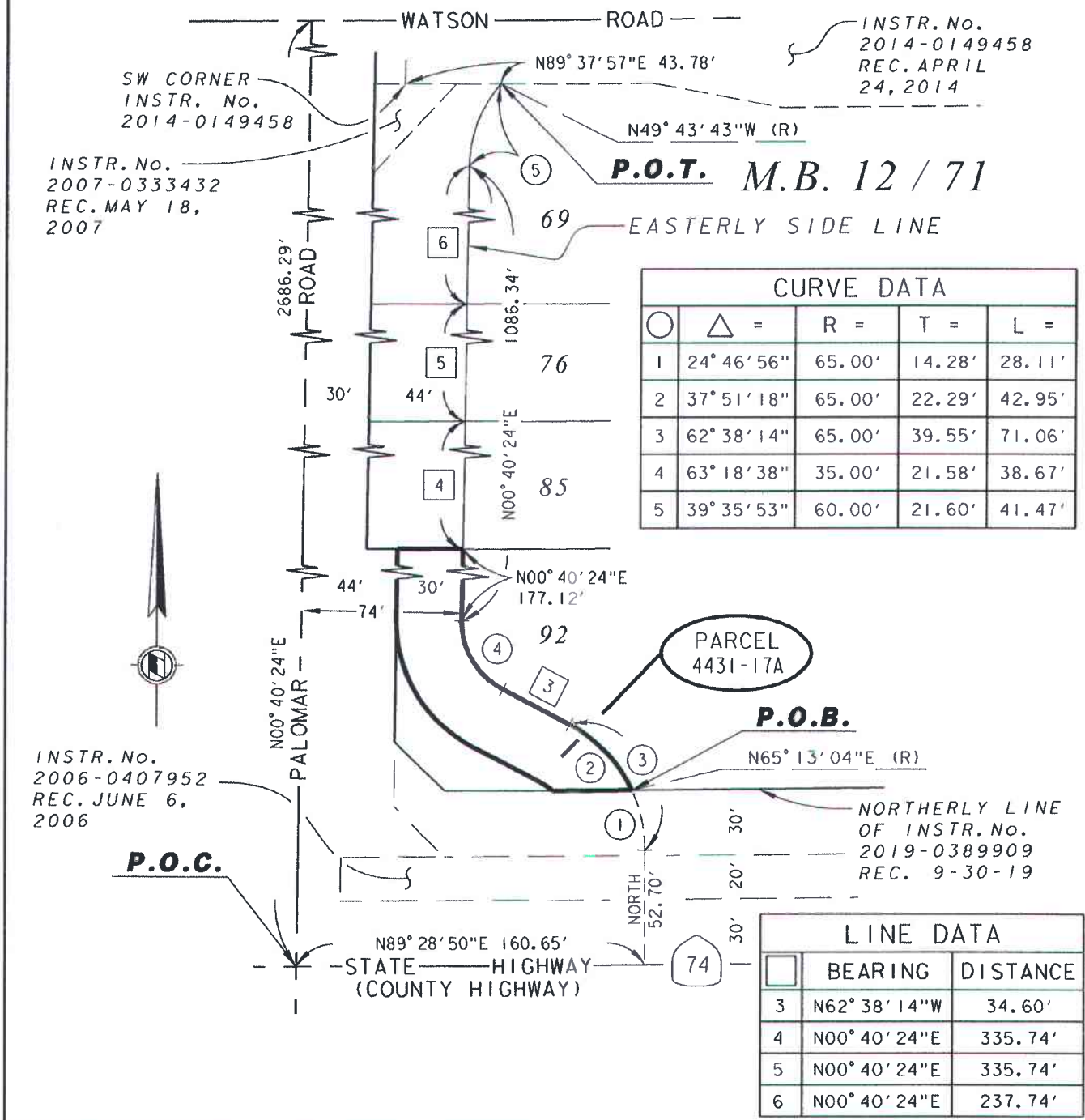
  
JAMES R. McNEILL

Land Surveyor No. 7752

Date: 10-22-19

### Exhibit "B"

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
BEING A PORTION OF LOT 92 AS SHOWN ON A MAP FILED IN BOOK 12,  
PAGE 71 OF MAPS, RECORDS OF SAID COUNTY.



### RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

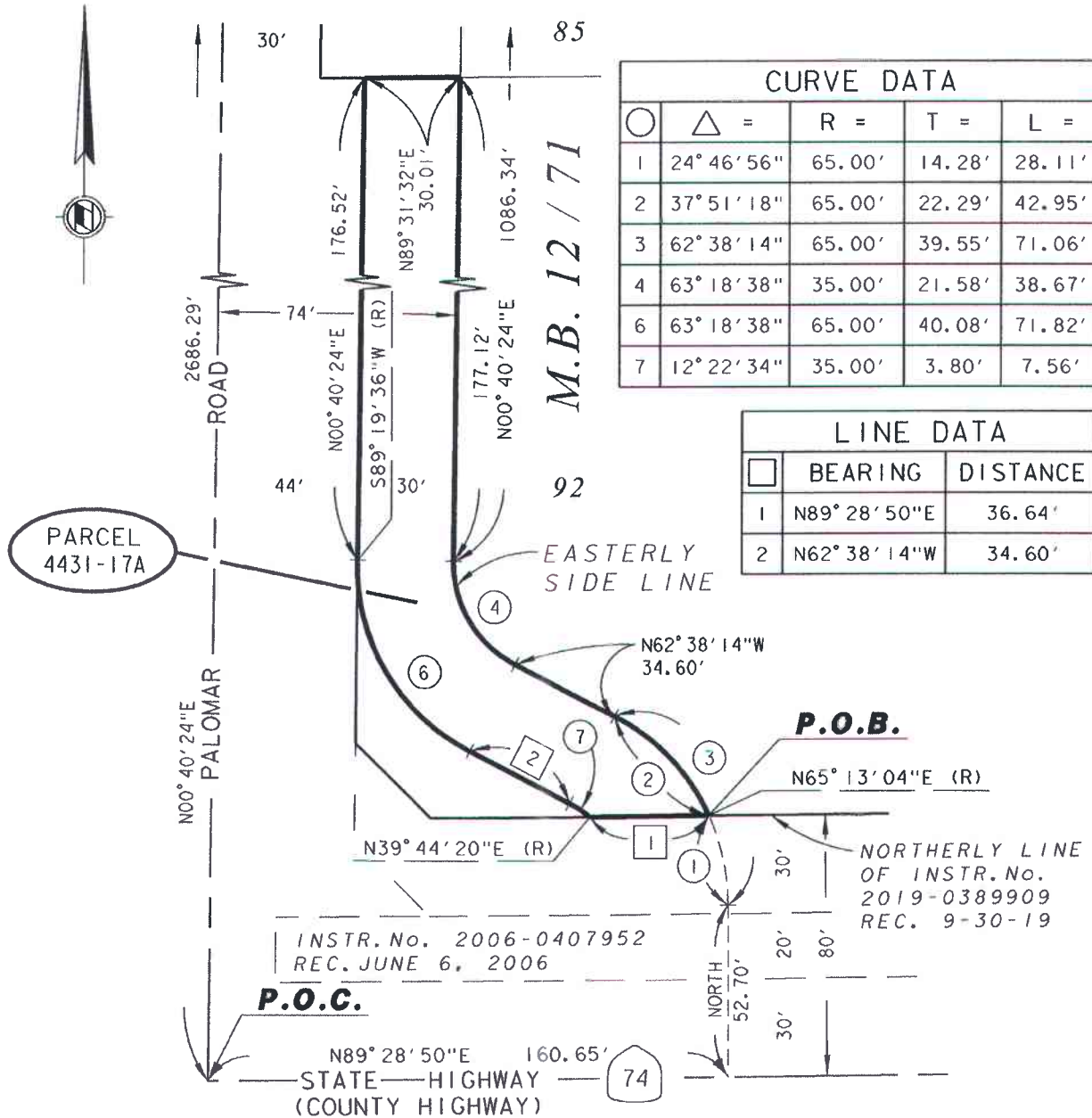
#### ROMOLAND MDP LINE A-3

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 4431-17A	NO SCALE	DAC
		DATE:	SHEET NO.
		OCT-22-2019	1 OF 2



### Exhibit "B"

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
BEING A PORTION OF LOT 92 AS SHOWN ON A MAP FILED IN BOOK 12,  
PAGE 71 OF MAPS, RECORDS OF SAID COUNTY.



CURVE DATA				
○	△ =	R =	T =	L =
1	24° 46' 56"	65.00'	14.28'	28.11'
2	37° 51' 18"	65.00'	22.29'	42.95'
3	62° 38' 14"	65.00'	39.55'	71.06'
4	63° 18' 38"	35.00'	21.58'	38.67'
6	63° 18' 38"	65.00'	40.08'	71.82'
7	12° 22' 34"	35.00'	3.80'	7.56'

LINE DATA		
□	BEARING	DISTANCE
1	N89° 28' 50"E	36.64'
2	N62° 38' 14"W	34.60'

<b>RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</b>			
1995 MARKET ST. RIVERSIDE, CA. 92501			
PROJECT NAME:		ROMOLAND MDP LINE A-3	
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 4431-17A	NO SCALE	DAC
		DATE:	SHEET NO.
		OCT-22-2019	2 OF 2

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Parcel 4431-17B**

In the city of Menifee, County of Riverside, State of California, being a portion of Lot 85 as shown on a map filed in Book 12, Page 71 of Maps, records of said county, described as follows:

A strip of land 44.00 feet wide, being parallel with and concentric to, and lying westerly of the following described easterly side line:

**Commencing** at the centerline intersection of State Highway 74 (County Highway) and Palomar Road as shown on said Map Book;

Thence North  $89^{\circ} 28' 50''$  East 160.65 feet along the centerline of said Highway 74;

Thence NORTH 52.70 feet to the beginning of a curve, concave southwesterly, having a radius of 65.00 feet;

Thence northerly and northwesterly along said curve, 28.11 feet through a central angle of  $24^{\circ} 46' 56''$  to a point on the northerly line of Instrument No. 2019-0389909, recorded on September 30, 2019, a radial line to said point bears North  $65^{\circ} 13' 04''$  East, said point also being the **Point of Beginning**;

Thence continuing northwesterly along said curve 42.95 feet through a central angle of  $37^{\circ} 51' 18''$ ;

Thence North  $62^{\circ} 38' 14''$  West 34.60 feet to the beginning of a curve, concave northeasterly, having a radius of 35.00 feet;

Thence northwesterly and northerly along said curve 38.67 feet through a central angle of  $63^{\circ} 18' 38''$  to a point on a line parallel with and 74.00 feet easterly, from the centerline of said Palomar Road;

Thence North  $00^{\circ} 40' 24''$  East 1086.34 feet along said parallel line to the beginning of a curve, concave easterly, having a radius of 60.00 feet;

Thence northerly and northeasterly along said curve 41.47 feet through a central angle of  $39^{\circ} 35' 53''$  to a point on the south line of the parcel described in Instrument No. 2014-0149458, recorded on April 24, 2014, records of said county, a radial line to said point bears North  $49^{\circ} 43' 43''$  West, said point also being the **Point of Terminus**;

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

**Parcel 4431-17B (Cont.)**

The sidelines of said strip are to be prolonged or shortened so as to terminate northerly in the northerly line of said Lot 85 and southerly in the southerly line of said Lot 85.

Containing 14,773 Square Feet / 0.339 Acre more or less

See Exhibit "B" attached hereto and made a part hereof.



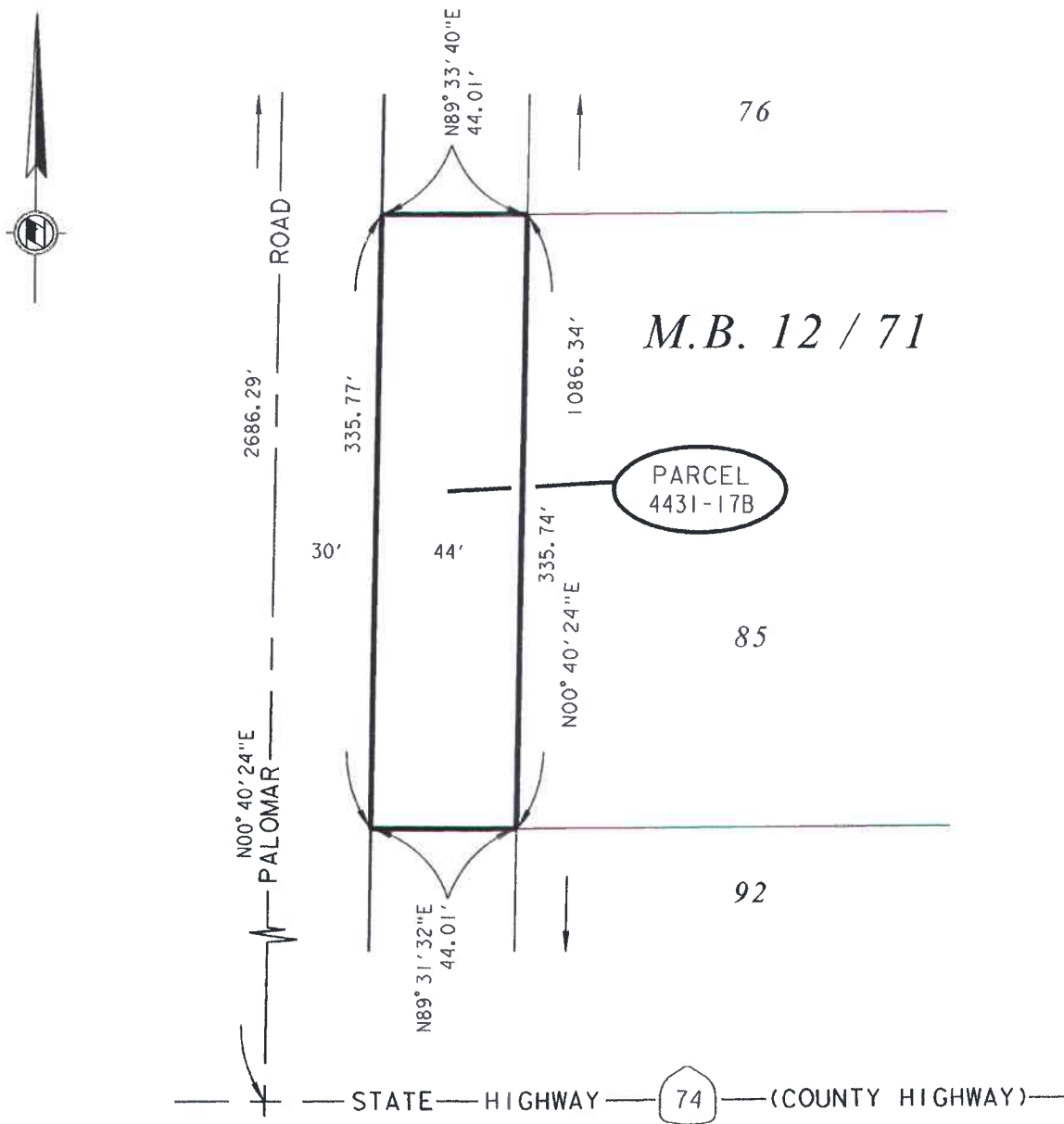
  
\_\_\_\_\_  
JAMES R. McNEILL  
Land Surveyor No. 7752

Date: 10-22-19



### Exhibit "B"

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
BEING A PORTION OF LOT 85 AS SHOWN ON A MAP FILED IN BOOK 12,  
PAGE 71 OF MAPS, RECORDS OF SAID COUNTY.



### RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

ROMOLAND MDP LINE A-3

SEE EXHIBIT "A" ATTACHED  
HERE TO AND MADE A PART  
HEREOF.

RCFC PARCEL NUMBER(S):

PARCEL 4431-17B

SCALE:

NO SCALE

DATE:

OCT-22-2019

PREPARED BY:

DAC

SHEET NO.

2 OF 2

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Parcel 4431-18A**

In the city of Menifee, County of Riverside, State of California, being a portion of Lot 76 as shown on a map filed in Book 12, Page 71 of Maps, records of said county, described as follows:

A strip of land 44.00 feet wide, being parallel with and concentric to, and lying westerly of the following described easterly side line:

**Commencing** at the centerline intersection of State Highway 74 (County Highway) and Palomar Road as shown on said Map Book;

Thence North 89° 28' 50" East 160.65 feet along the centerline of said Highway 74;

Thence NORTH 52.70 feet to the beginning of a curve, concave southwesterly, having a radius of 65.00 feet;

Thence northerly and northwesterly along said curve, 28.11 feet through a central angle of 24° 46' 56" to a point on the northerly line of Instrument No. 2019-0389909, recorded on September 30, 2019, a radial line to said point bears North 65° 13' 04" East, said point also being the **Point of Beginning**;

Thence continuing northwesterly along said curve 42.95 feet through a central angle of 37° 51' 18";

Thence North 62° 38' 14" West 34.60 feet to the beginning of a curve, concave northeasterly, having a radius of 35.00 feet;

Thence northwesterly and northerly along said curve 38.67 feet through a central angle of 63° 18' 38" to a point on a line parallel with and 74.00 feet easterly, from the centerline of said Palomar Road;

Thence North 00° 40' 24" East 1086.34 feet along said parallel line to the beginning of a curve, concave easterly, having a radius of 60.00 feet;

Thence northerly and northeasterly along said curve 41.47 feet through a central angle of 39° 35' 53" to a point on the south line of the parcel described in Instrument No. 2014-0149458, recorded on April 24, 2014, records of said county, a radial line to said point bears North 49° 43' 43" West, said point also being the **Point of Terminus**;



RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

**Parcel 4431-18A (Cont.)**

The sidelines of said strip are to be prolonged or shortened so as to terminate northerly in the northerly line of said Lot 76 and southerly in the southerly line of said Lot 76.

Containing 14,773 Square Feet / 0.339 Acre more or less

See Exhibit "B" attached hereto and made a part hereof.



  
JAMES R. McNEILL

Land Surveyor No. 7752

Date: 10-22-19

### Exhibit "B"

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
BEING A PORTION OF LOT 76 AS SHOWN ON A MAP FILED IN BOOK 12,  
PAGE 71 OF MAPS, RECORDS OF SAID COUNTY.

INSTR. No.  
2014-0149458  
REC. APRIL  
24, 2014

SW CORNER  
INSTR. No.  
2014-0149458

INSTR. No.  
2007-0333432  
REC. MAY 18,  
2007

**P.O.T. M.B. 12 / 71**

69 — EASTERLY SIDE LINE

CURVE DATA				
⊙	△ =	R =	T =	L =
1	24° 46' 56"	65.00'	14.28'	28.11'
2	37° 51' 18"	65.00'	22.29'	42.95'
3	62° 38' 14"	65.00'	39.55'	71.06'
4	63° 18' 38"	35.00'	21.58'	38.67'
5	39° 35' 53"	60.00'	21.60'	41.47'

LINE DATA		
□	BEARING	DISTANCE
1	N00° 40' 24"E	237.74'
2	N00° 40' 24"E	335.74'
3	N00° 40' 24"E	335.74'

**P.O.B.**

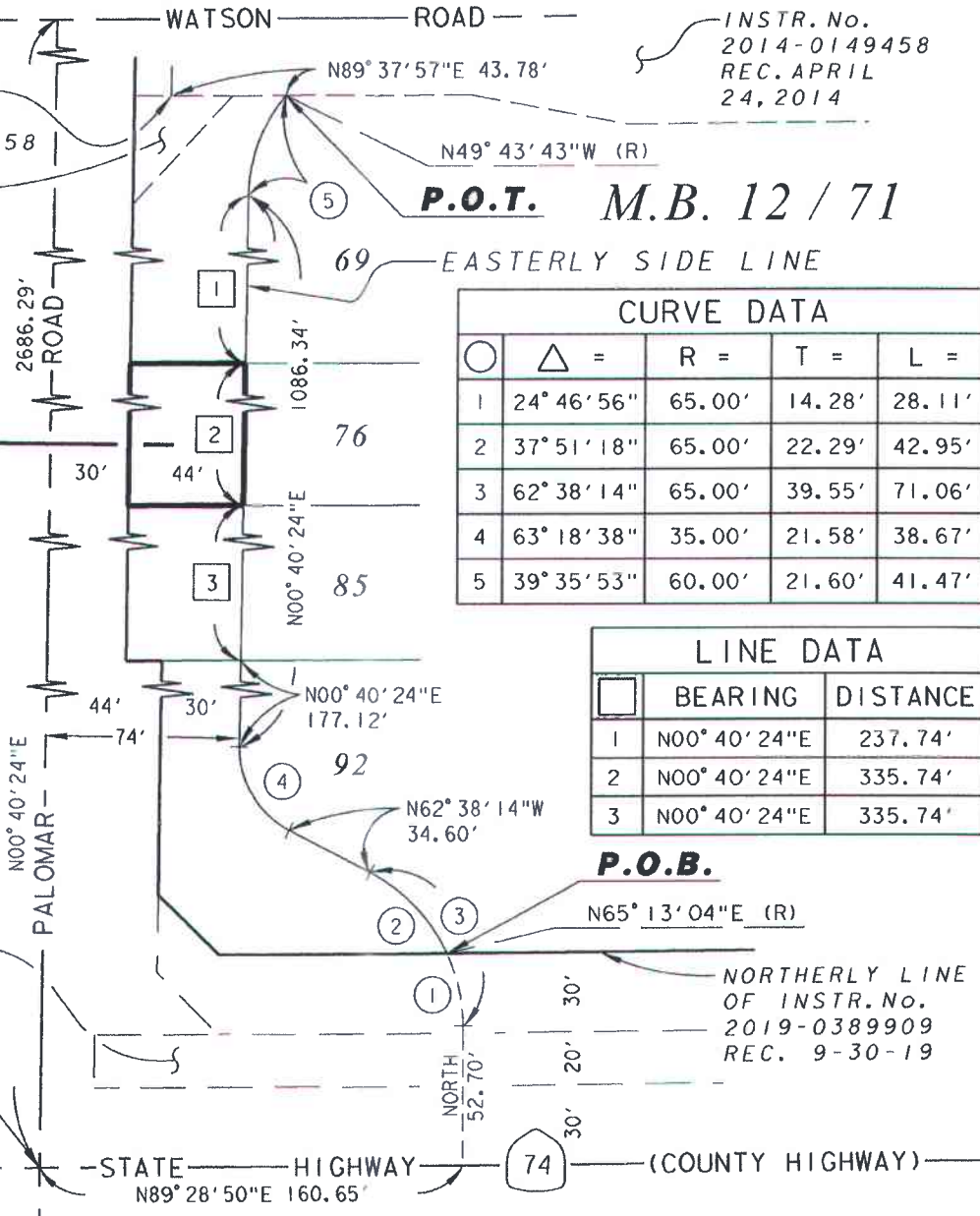
N65° 13' 04"E (R)

NORTHERLY LINE  
OF INSTR. No.  
2019-0389909  
REC. 9-30-19

**P.O.C.**

INSTR. No.  
2006-0407952  
REC. JUNE 6,  
2006

PARCEL  
4431-18A



### RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

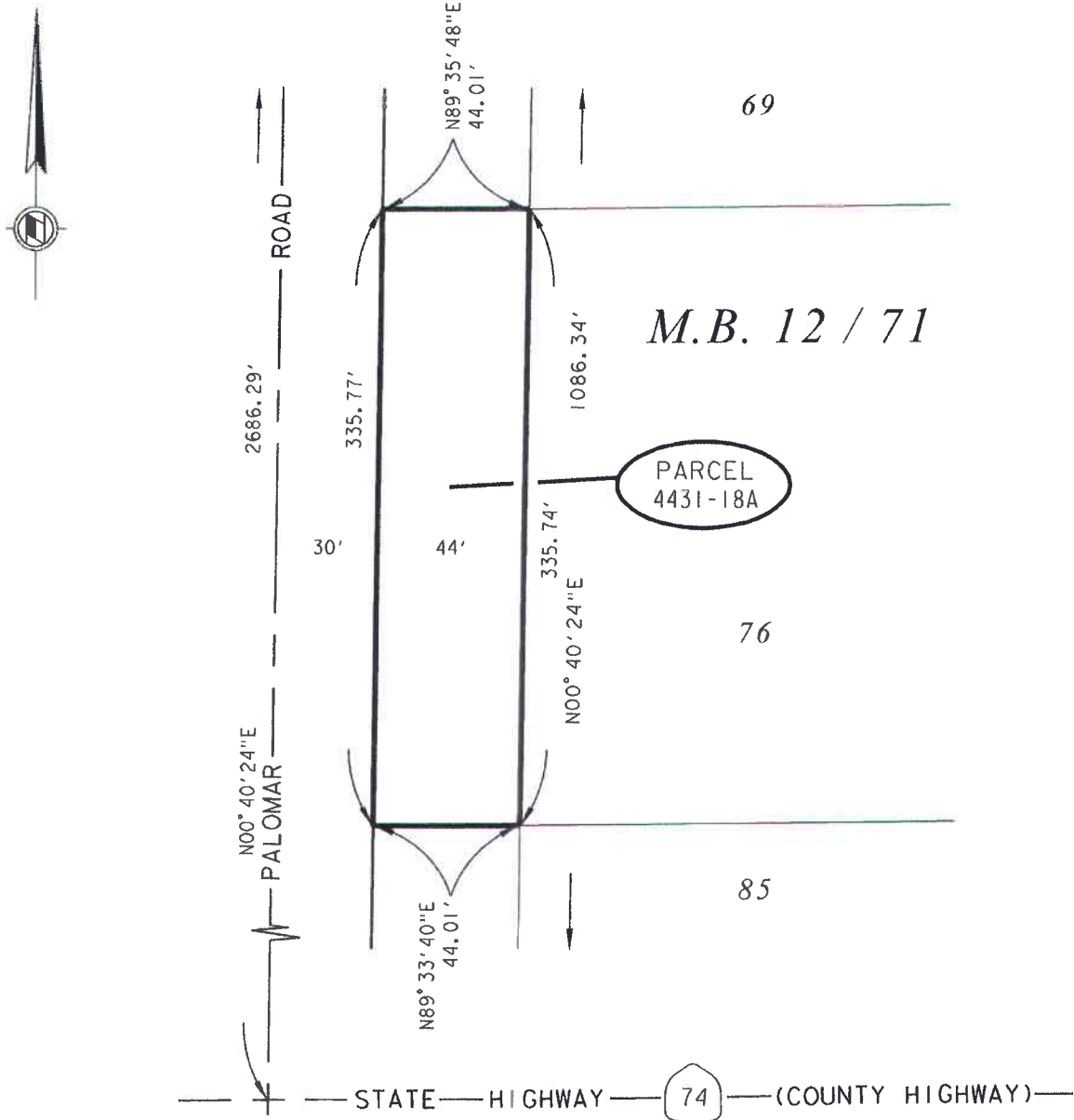
1995 MARKET ST. RIVERSIDE, CA. 92501

#### ROMOLAND MDP LINE A-3

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.	RCFC PARCEL NUMBER(S):  PARCEL 4431-18A	SCALE: NO SCALE	PREPARED BY: DAC
		DATE: OCT-22-2019	SHEET NO. 1 OF 2

## Exhibit "B"

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
BEING A PORTION OF LOT 76 AS SHOWN ON A MAP FILED IN BOOK 12,  
PAGE 71 OF MAPS, RECORDS OF SAID COUNTY.



### RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

ROMOLAND MDP LINE A-3

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

RCFC PARCEL NUMBER(S):

PARCEL 4431-18A

SCALE:

NO SCALE

DATE:

OCT-22-2019

PREPARED BY:

DAC

SHEET NO.

2 OF 2

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Parcel 4431-18B**

In the city of Menifee, County of Riverside, State of California, being a portion of Lot 69 as shown on a map filed in Book 12, Page 71 of Maps, records of said county, described as follows:

A strip of land 44.00 feet wide, being parallel with and concentric to, and lying westerly of the following described easterly side line:

**Commencing** at the centerline intersection of State Highway 74 (County Highway) and Palomar Road as shown on said Map Book;

Thence North 89° 28' 50" East 160.65 feet along the centerline of said Highway 74;

Thence NORTH 52.70 feet to the beginning of a curve, concave southwesterly, having a radius of 65.00 feet;

Thence northerly and northwesterly along said curve, 28.11 feet through a central angle of 24° 46' 56" to a point on the northerly line of Instrument No. 2019-0389909, recorded on September 30, 2019, a radial line to said point bears North 65° 13' 04" East, said point also being the **Point of Beginning**;

Thence continuing northwesterly along said curve 42.95 feet through a central angle of 37° 51' 18" ;

Thence North 62° 38' 14" West 34.60 feet to the beginning of a curve, concave northeasterly, having a radius of 35.00 feet;

Thence northwesterly and northerly along said curve 38.67 feet through a central angle of 63° 18' 38" to a point on a line parallel with and 74.00 feet easterly, from the centerline of said Palomar Road;

Thence North 00° 40' 24" East 1086.34 feet along said parallel line to the beginning of a curve, concave easterly, having a radius of 60.00 feet;

Thence northerly and northeasterly along said curve 41.47 feet through a central angle of 39° 35' 53" to a point on the south line of the parcel described in Instrument No. 2014-0149458, recorded on April 24, 2014, records of said county, a radial line to said point bears North 49° 43' 43" West, said point also being the **Point of Terminus**;

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

**Parcel 4431-18B (Cont.)**

The sidelines of said strip are to be prolonged or shortened so as to terminate northerly in the southerly line of said Instrument No. 2014-0149458 and southerly, in the southerly line of said Lot 69.

Excepting therefrom Parcel 4431-3A as described in Instrument No. 2007-0333432, recorded on May 18, 2007, records of said county;

Containing 11,526 Square feet / 0.264 Acre more or less



  
\_\_\_\_\_

Date: 10-22-19

JAMES R. McNEILL

Land Surveyor No. 7752

### Exhibit "B"

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
BEING A PORTION OF LOT 69 AS SHOWN ON A MAP FILED IN BOOK 12,  
PAGE 71 OF MAPS, RECORDS OF SAID COUNTY.

INSTR. No.  
2014-0149458  
REC. APRIL  
24, 2014

INSTR. No.  
2007-0333432  
REC. MAY 18,  
2007

SW CORNER  
INSTR. No.  
2014-0149458

**P.O.T.** M.B. 12 / 71

EASTERLY SIDE LINE

CURVE DATA				
⊙	△ =	R =	T =	L =
1	24° 46' 56"	65.00'	14.28'	28.11'
2	37° 51' 18"	65.00'	22.29'	42.95'
3	62° 38' 14"	65.00'	39.55'	71.06'
4	63° 18' 38"	35.00'	21.58'	38.67'
5	39° 35' 53"	60.00'	21.60'	41.47'

LINE DATA		
□	BEARING	DISTANCE
1	N00° 40' 24"E	237.74'
2	N00° 40' 24"E	335.74'
3	N00° 40' 24"E	335.74'

**P.O.B.**

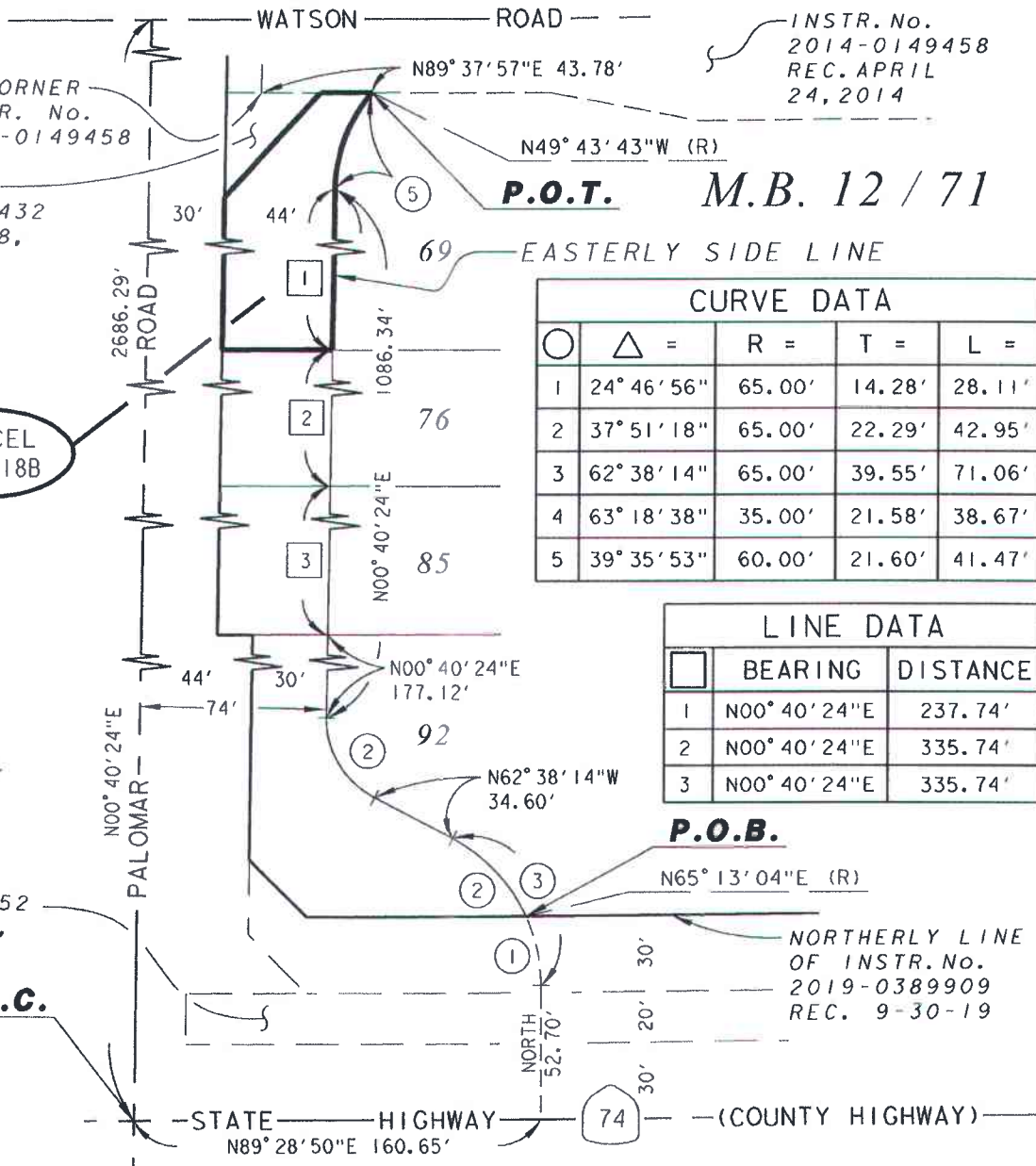
N65° 13' 04"E (R)

NORTHERLY LINE  
OF INSTR. No.  
2019-0389909  
REC. 9-30-19

**P.O.C.**

INSTR. No.  
2006-0407952  
REC. JUNE 6,  
2006

PARCEL  
4431-18B



## RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

### ROMOLAND MDP LINE A-3

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

RCFC PARCEL NUMBER(S):

PARCEL 4431-18B

SCALE:

NO SCALE

PREPARED BY:

DAC

DATE:

OCT-22-2019

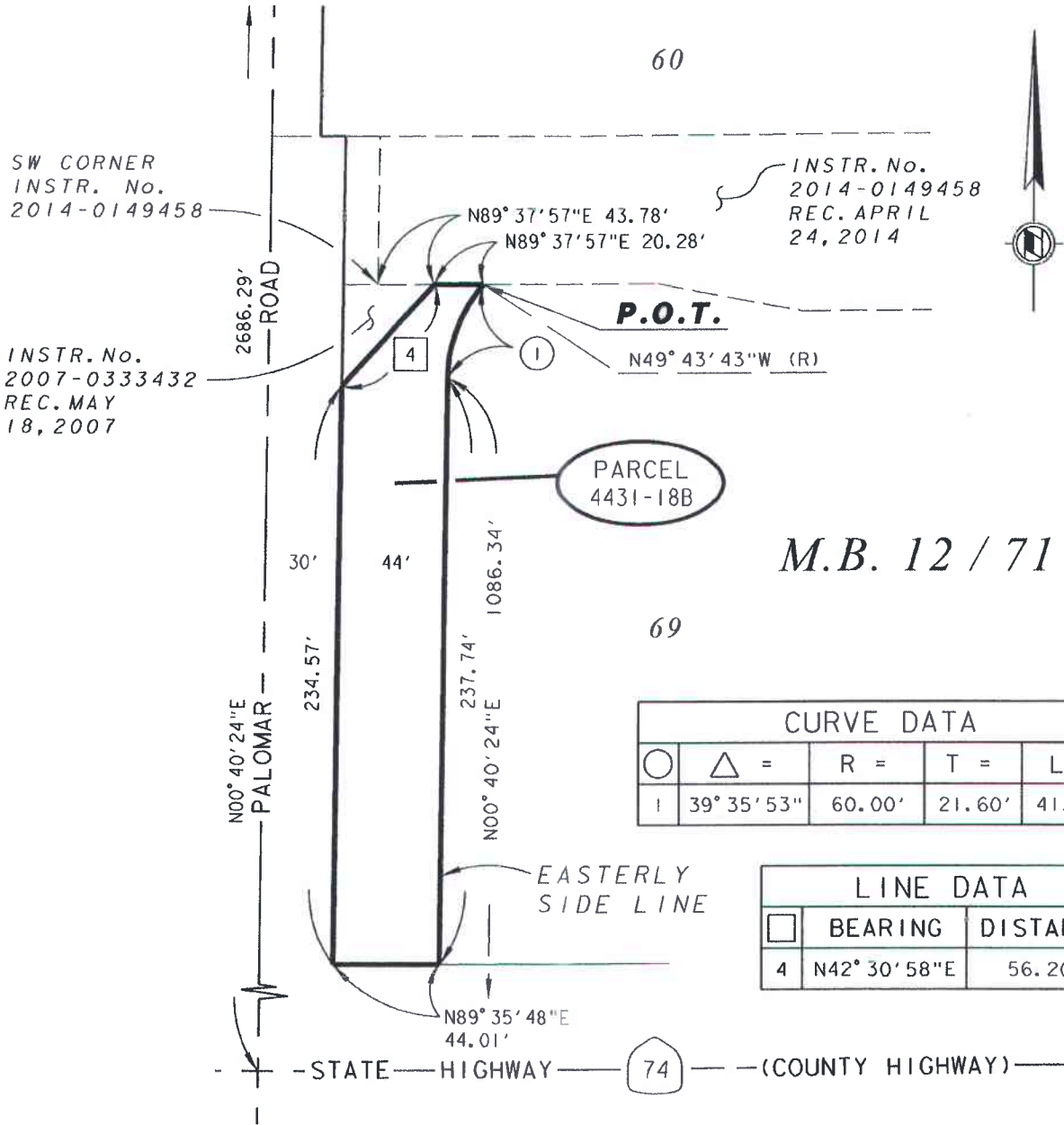
SHEET NO.

1 OF 2



### Exhibit "B"

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
BEING A PORTION OF LOT 69 AS SHOWN ON A MAP FILED IN BOOK 12,  
PAGE 71 OF MAPS, RECORDS OF SAID COUNTY.



### RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

ROMOLAND MDP LINE A-3

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

RCFC PARCEL NUMBER(S):

PARCEL 4431-18B

SCALE:

NO SCALE

DATE:

OCT-22-2019

PREPARED BY:

DAC

SHEET NO.

2 OF 2

EXHIBIT "C"

PARCELS 4431-17AT, 4431-17BT,  
4431-18AT & 4431-18BT

**LEGEND**  
**DISTRICT RIGHTS SHOWN**

- FEE PARCELS - OWNED BY THE FEE OWNER, ANY COLOR EXCEPT YELLOW OR BROWN.
- EXCESS RIGHTS SOLD/OUTLINED - OWNED BY THE FEE OWNER, ANY COLOR EXCEPT YELLOW OR BROWN. THESE PARCELS ARE NOT FILLER PARCELS.
- EASEMENT PARCELS - OWNED BY THE FEE OWNER, ANY COLOR EXCEPT YELLOW OR BROWN.
- EASEMENT RESERVED/GRANTED TO OTHERS - OWNED BY THE FEE OWNER, ANY COLOR EXCEPT YELLOW OR BROWN.
- DEDICATED LAND - LANDS CONTROLLED BY A PUBLIC ENTITY OR A PUBLIC OFFICER OR EMPLOYEE OF A PUBLIC ENTITY, ANY COLOR EXCEPT YELLOW OR BROWN.
- LEASE TYPE - OWNED BY THE FEE OWNER, ANY COLOR EXCEPT YELLOW OR BROWN.
- EXCESS RIGHTS OTHER THAN FEE SOLD/OUTLINED - OWNED BY THE FEE OWNER, ANY COLOR EXCEPT YELLOW OR BROWN.
- TEMPORARY CONSTRUCTION EASEMENT - LANDS NOT CONTROLLED BY A PUBLIC ENTITY OR EMPLOYEE OF A PUBLIC ENTITY, ANY COLOR EXCEPT YELLOW OR BROWN.

REVISION DATA		DATE	INITIALS
1	MAP WAS CREATED TO REFLECT	7/14/16	WJB
2	PARCELS 4431-17A, 4431-17B,		
3	UPDATED PARCELS 4431-17A,	10/23/16	DMC
4	AMENDED INSTR. NO. 2013-038899		

PARCEL DATA		DATE RECORDED
4431-17A	PENDING	PENDING
4431-17B	PENDING	PENDING
4431-18A	PENDING	PENDING
4431-18B	PENDING	PENDING

IN THE CITY OF MENEFEE, RIVERSIDE COUNTY, CALIFORNIA

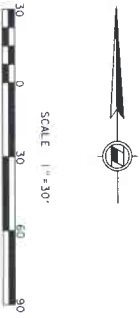
# RIGHT OF WAY & TCE EXHIBIT

**ROMOLAND MDP - LINE A-3**

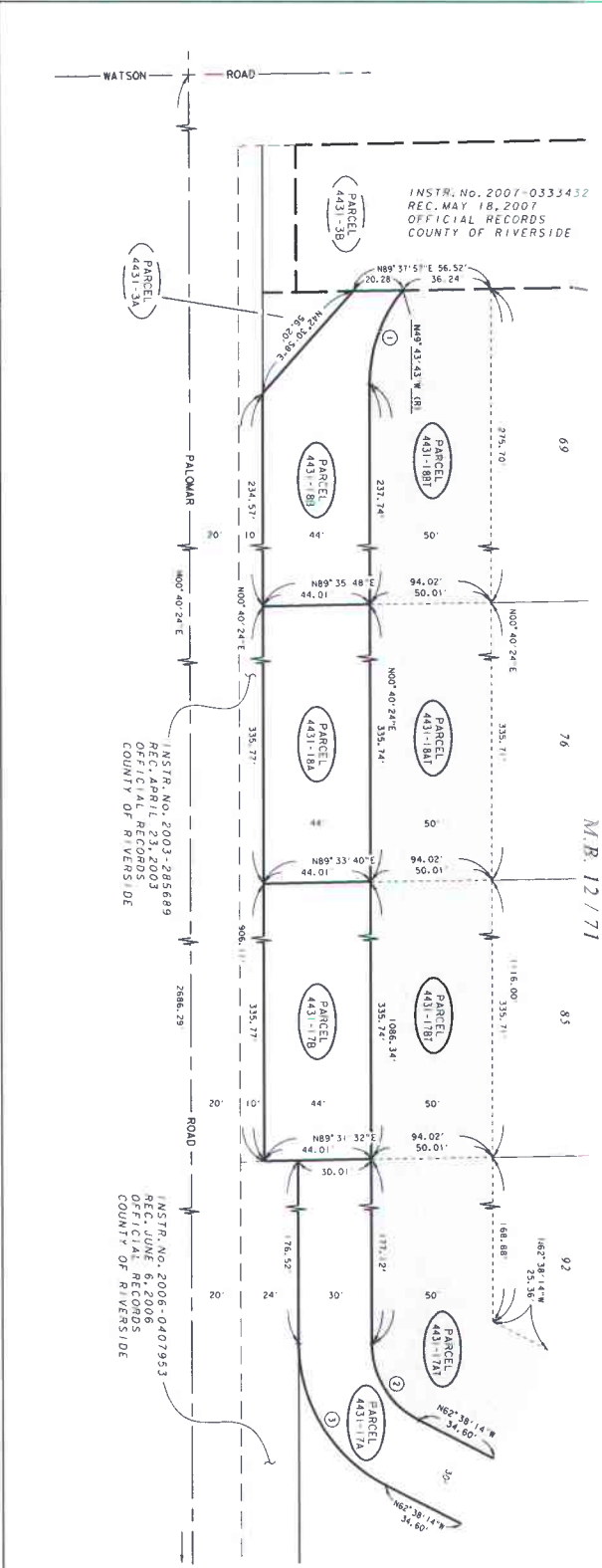
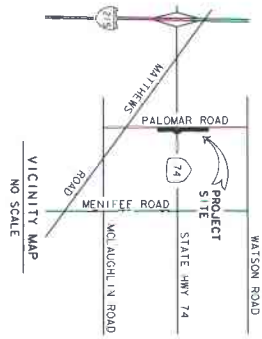
BEING A PORTION OF LOTS 69, 76, 85 & 92 AS SHOWN IN MAP BOOK 12 PAGE 71, ALSO BEING A PORTION OF SECTION 14 AS DESCRIBED IN INSTRUMENT NO. 2011-0422047, RECORDED SEPTEMBER 22, 2011, ALL BEING RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN THE CITY OF MENEFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

JULY 2016



CURVE DATA				
Station	R	T	L	L
1	397.35	53.1	60.00'	21.60'
2	637.8	28.1	35.00'	21.58'
3	637.8	38.1	65.00'	40.08'



**LEGEND**  
**DISTRICT RIGHTS SHOWN**

- FEE PARCELS - LOTS 69, 76, 85 & 92 AS SHOWN IN MAP BOOK 12 PAGE 71, ALSO BEING A PORTION OF SECTION 14 AS DESCRIBED IN INSTRUMENT NO. 2011-0422047, RECORDED SEPTEMBER 22, 2011, ALL BEING RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
- EXCESS FEE RIGHTS SOLID/DOTTED/LINE ARE SHOWN AS THE COLOR OF THE PARCEL, AND ARE NOT FILLER IN YELLOW.
- EASEMENT PARCELS - LOTS 69, 76, 85 & 92 AS SHOWN IN MAP BOOK 12 PAGE 71, ALSO BEING RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
- EASEMENT RESERVED/GRANTED TO OTHERS - LOTS 69, 76, 85 & 92 AS SHOWN IN MAP BOOK 12 PAGE 71, ALSO BEING RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
- DEDICATED LAND - LOTS 69, 76, 85 & 92 AS SHOWN IN MAP BOOK 12 PAGE 71, ALSO BEING RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
- LEASE TYPE - LOTS 69, 76, 85 & 92 AS SHOWN IN MAP BOOK 12 PAGE 71, ALSO BEING RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
- EXCESS RIGHTS OTHER THAN FEE SOLID/DOTTED/LINE ARE SHOWN AS THE COLOR OF THE PARCEL, AND ARE NOT FILLER IN YELLOW.
- TEMPORARY CONSTRUCTION EASEMENT - LOTS 69, 76, 85 & 92 AS SHOWN IN MAP BOOK 12 PAGE 71, ALSO BEING RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

REVISION DATA		INITIAL
DATE	DESCRIPTION	
7/14/16	MAP WAS CREATED TO DISTRICT	WJB
7/14/16	PARCELS 4431-17A, 4431-17B	
10/21/16	UNFILED PARCELS 4431-17A	DMC
Address: INSTR. 2018-0388908		

PARCEL DATA		DATE RECORDED
4431-17A	PENDING	PENDING
4431-17B	PENDING	PENDING
4431-18A	PENDING	PENDING
4431-18B	PENDING	PENDING

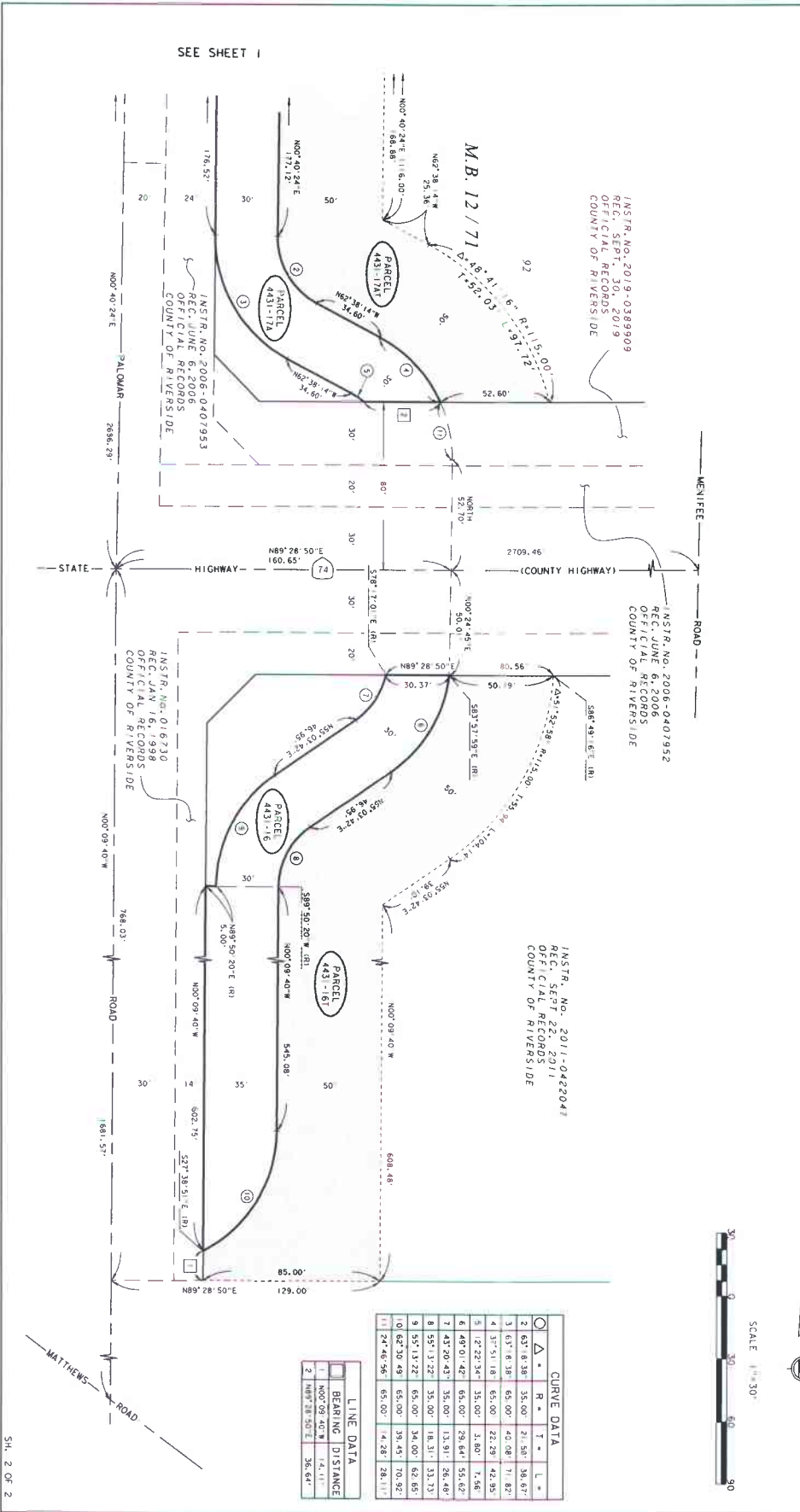
# IN THE CITY OF MENIFEE, RIVERSIDE COUNTY, CALIFORNIA

## RIGHT OF WAY & TCE EXHIBIT

### ROMOLAND MDP - LINE A-3

BEING A PORTION OF LOTS 69, 76, 85 & 92 AS SHOWN IN MAP BOOK 12 PAGE 71, ALSO BEING A PORTION OF SECTION 14 AS DESCRIBED IN INSTRUMENT NO. 2011-0422047, RECORDED SEPTEMBER 22, 2011, ALL BEING RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

JULY 2016



CURVE DATA				
Δ	R	T	L	
1	637.818	35.000	21.581	36.637
2	637.818	35.000	40.087	71.827
3	1272.342	35.000	22.287	42.295
4	1272.342	35.000	3.007	7.548
5	497.014	35.000	29.647	55.627
6	497.014	35.000	18.311	26.487
7	557.132	35.000	18.311	33.713
8	557.132	35.000	34.000	62.655
9	627.304	35.000	39.457	70.927
10	627.304	35.000	4.287	28.111

LINE DATA	
BEARING	DISTANCE
1 N00°09'40\"/>	

SEE SHEET 1

EXHIBIT "D"

ALLOCATION OF ADP FEE  
CREDITS FORM

**Allocation of ADP Fee Credit Granted Form [SAMPLE]**  
**(Development Case Type and No. \_\_\_\_\_)**

Pursuant to an Agreement dated \_\_\_\_\_, referencing Development Case No. \_\_\_\_\_ between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT" and \_\_\_\_\_, hereinafter called "GRANTEE", which is hereby incorporated herein by this reference and hereinafter called "AGREEMENT", the undersigned declares as follows:

1. GRANTEE currently owns \$ \_\_\_\_\_ of \_\_\_\_\_ ADP Fee Credit, hereinafter called "CREDIT", originally earned on \_\_\_\_\_ as evidenced by the attached CREDIT STATEMENT.

2. GRANTEE hereby allocates \$ \_\_\_\_\_ of said CREDIT to satisfy drainage fee obligations for the development case or any phase thereof referenced in the AGREEMENT.

3. The allocation of CREDIT provided by this ADP Fee Credit Allocation shall not be deemed effective until a fully executed original copy of this document is provided to DISTRICT and countersigned by DISTRICT'S Chief of Planning Division.

//

GRANTEE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
CHIEF OF PLANNING DIVISION



**EXHIBIT "E"**

**EASEMENT DEEDS FOR  
PARCELS 4431-17A & 4431-17B  
AND PARCELS 4431-18A & 18B**

Recorded at request of, and return to:  
Riverside County Flood Control and  
Water Conservation District  
1995 Market Street  
Riverside, California 92501-1770

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Romoland MDP Line A-3, Stg 2  
Project No. 4-0-00431  
APN: 329-100-030

**The undersigned grantor(s) declare(s)**  
DDT: - 0 - THE CONVEYANCE IS TO A GOVERNMENTAL  
ENTITY OR POLITICAL SUBDIVISION R&T 11922

RCFC Parcel Nos. 4431-17A and 17B

## EASEMENT DEED

**ROMOLA GENERAL PARTNERSHIP**, a California General Partnership hereby Dedicates in Perpetuity to **Riverside County Flood Control and Water Conservation District**, a body politic, **an easement** for flood control and drainage purposes, including but not limited to the construction, use, repair, reconstruction, inspection, operation and maintenance of storm drain facilities, and all appurtenant works, including ingress and egress thereto, over, under and across that certain real property situated in the County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and shown in Exhibit "B" and made a part hereof.

ROMOLA GENERAL PARTNERSHIP,  
A California General Partnership

PARTNERS:

**MTA Holdings, LLC**

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

By: \_\_\_\_\_  
Aleathea Rayburn, its Manager

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

By: \_\_\_\_\_  
Mary K. Wink

[Signed in counterpart]

230568

Easement Deed  
Romoland MDP Line A-3 Stg 2  
Project No. 4-0-00431  
APN: 329-100-030

**The Ashley Grand Children's Educational Trust  
dated as of November 28, 1991**

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

By: \_\_\_\_\_  
John C. Ashley, Co-Trustee

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

By: \_\_\_\_\_  
Marianne Wybert, Co-Trustee

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

By: \_\_\_\_\_  
Steven M. Ashley, Co-Trustee

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

By: \_\_\_\_\_  
Jane M. Wink

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

By: \_\_\_\_\_  
Karen Ann Wink

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

By: \_\_\_\_\_  
Paula Marie Brucker

**Lyndall Associates, Inc.  
Profit Sharing Plan and Trust**

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

By: \_\_\_\_\_  
Dale Lyndall, Trustee

[Signed in counterpart]

230568

Easement Deed  
Romoland MDP Line A-3 Stg 2  
Project No. 4-0-00431  
APN: 329-100-030

**Romola Rose, LLC**

By: Ashley Capital  
Its Manager

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

By: \_\_\_\_\_  
Marion V. Ashley, II,  
President of Ashley Capital,  
its Manager

[Signed in counterpart]

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Parcel 4431-17A**

In the city of Menifee, County of Riverside, State of California, being a portion of Lot 92 as shown on a map filed in Book 12, Page 71 of Maps, records of said county, described as follows:

A strip of land 30.00 feet wide, being parallel with and concentric to, and lying westerly of the following described easterly side line:

**Commencing** at the centerline intersection of State Highway 74 (County Highway) and Palomar Road as shown on said Map Book;

Thence North  $89^{\circ} 28' 50''$  East 160.65 feet along the centerline of said Highway 74;

Thence NORTH 52.70 feet to the beginning of a curve, concave southwesterly, having a radius of 65.00 feet;

Thence northerly and northwesterly along said curve, 28.11 feet through a central angle of  $24^{\circ} 46' 56''$  to a point on the northerly line of Instrument No. 2019-0389909, recorded on September 30, 2019, a radial line to said point bears North  $65^{\circ} 13' 04''$  East, said point also being the **Point of Beginning**;

Thence continuing northwesterly along said curve 42.95 feet through a central angle of  $37^{\circ} 51' 18''$ ;

Thence North  $62^{\circ} 38' 14''$  West 34.60 feet to the beginning of a curve, concave northeasterly, having a radius of 35.00 feet;

Thence northwesterly and northerly along said curve 38.67 feet through a central angle of  $63^{\circ} 18' 38''$  to a point on a line parallel with and 74.00 feet easterly, from the centerline of said Palomar Road;

Thence North  $00^{\circ} 40' 24''$  East 1086.34 feet along said parallel line to the beginning of a curve, concave easterly, having a radius of 60.00 feet;

Thence northerly and northeasterly along said curve 41.47 feet through a central angle of  $39^{\circ} 35' 53''$  to a point on the south line of the parcel described in Instrument No. 2014-0149458, recorded on April 24, 2014, records of said county, a radial line to said point bears North  $49^{\circ} 43' 43''$  West, said point also being the **Point of Terminus**;

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT


**Parcel 4431-17A (Cont.)**

The sidelines of said strip are to be prolonged or shortened so as to terminate northerly in the northerly line of said Lot 92 and southerly in said northerly line of said Instrument No. 2019-0389909.

Containing 8,774 Square Feet / 0.201 Acre more or less

See Exhibit "B" attached hereto and made a part hereof.



  
\_\_\_\_\_  
JAMES R. McNEILL  
Land Surveyor No. 7752

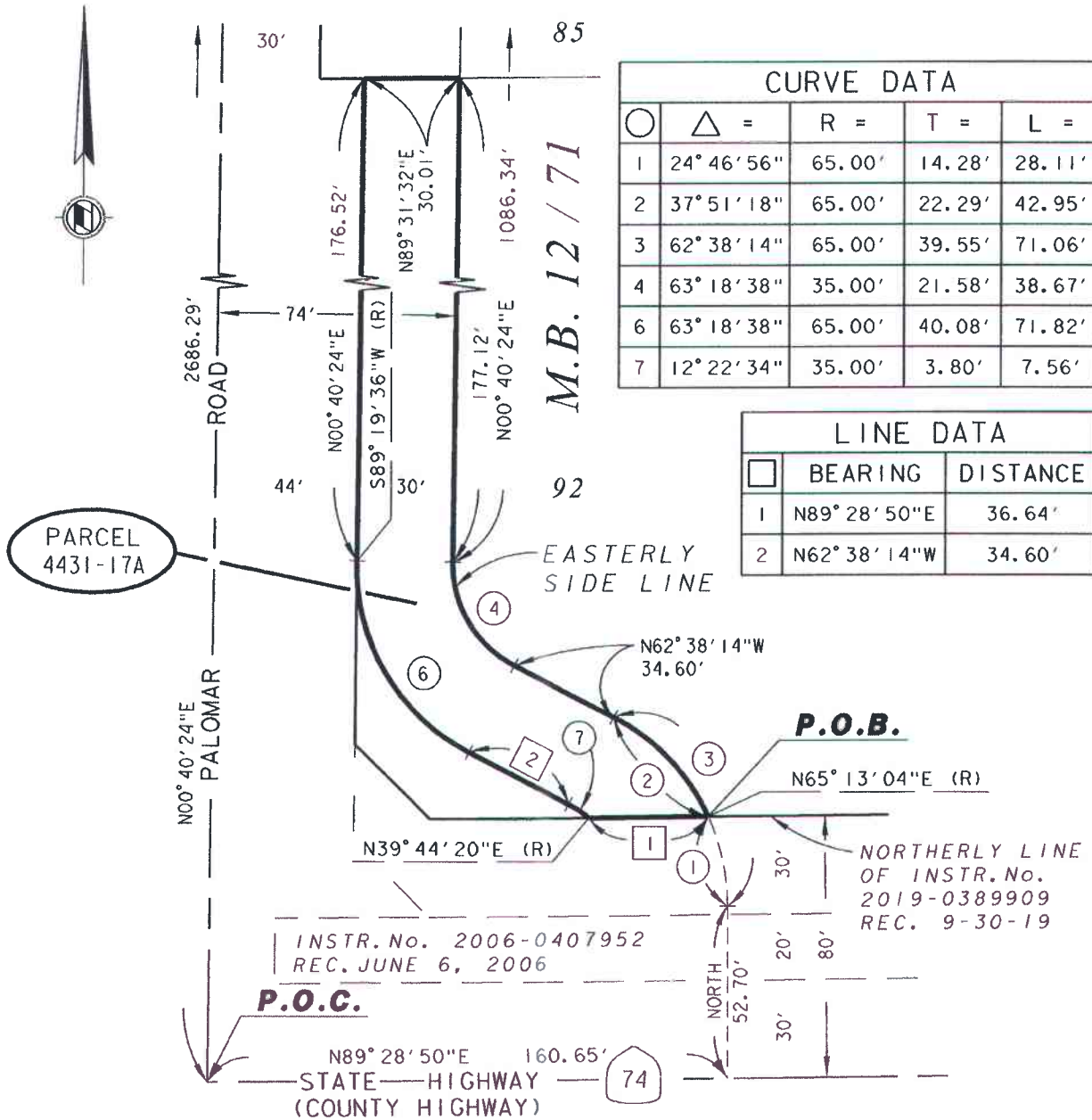
Date: 10-22-19





### Exhibit "B"

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
BEING A PORTION OF LOT 92 AS SHOWN ON A MAP FILED IN BOOK 12,  
PAGE 71 OF MAPS, RECORDS OF SAID COUNTY.



CURVE DATA				
○	△ =	R =	T =	L =
1	24° 46' 56"	65.00'	14.28'	28.11'
2	37° 51' 18"	65.00'	22.29'	42.95'
3	62° 38' 14"	65.00'	39.55'	71.06'
4	63° 18' 38"	35.00'	21.58'	38.67'
6	63° 18' 38"	65.00'	40.08'	71.82'
7	12° 22' 34"	35.00'	3.80'	7.56'

LINE DATA		
□	BEARING	DISTANCE
1	N89° 28' 50"E	36.64'
2	N62° 38' 14"W	34.60'

## RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME: ROMOLAND MDP LINE A-3			
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.	RCFC PARCEL NUMBER(S):  PARCEL 4431-17A	SCALE: NO SCALE	PREPARED BY: DAC
DATE: OCT-22-2019		SHEET NO. 2 OF 2	

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Parcel 4431-17B**

In the city of Menifee, County of Riverside, State of California, being a portion of Lot 85 as shown on a map filed in Book 12, Page 71 of Maps, records of said county, described as follows:

A strip of land 44.00 feet wide, being parallel with and concentric to, and lying westerly of the following described easterly side line:

**Commencing** at the centerline intersection of State Highway 74 (County Highway) and Palomar Road as shown on said Map Book;

Thence North  $89^{\circ} 28' 50''$  East 160.65 feet along the centerline of said Highway 74;

Thence NORTH 52.70 feet to the beginning of a curve, concave southwesterly, having a radius of 65.00 feet;

Thence northerly and northwesterly along said curve, 28.11 feet through a central angle of  $24^{\circ} 46' 56''$  to a point on the northerly line of Instrument No. 2019-0389909, recorded on September 30, 2019, a radial line to said point bears North  $65^{\circ} 13' 04''$  East, said point also being the **Point of Beginning**;

Thence continuing northwesterly along said curve 42.95 feet through a central angle of  $37^{\circ} 51' 18''$ ;

Thence North  $62^{\circ} 38' 14''$  West 34.60 feet to the beginning of a curve, concave northeasterly, having a radius of 35.00 feet;

Thence northwesterly and northerly along said curve 38.67 feet through a central angle of  $63^{\circ} 18' 38''$  to a point on a line parallel with and 74.00 feet easterly, from the centerline of said Palomar Road;

Thence North  $00^{\circ} 40' 24''$  East 1086.34 feet along said parallel line to the beginning of a curve, concave easterly, having a radius of 60.00 feet;

Thence northerly and northeasterly along said curve 41.47 feet through a central angle of  $39^{\circ} 35' 53''$  to a point on the south line of the parcel described in Instrument No. 2014-0149458, recorded on April 24, 2014, records of said county, a radial line to said point bears North  $49^{\circ} 43' 43''$  West, said point also being the **Point of Terminus**;

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

**Parcel 4431-17B (Cont.)**

The sidelines of said strip are to be prolonged or shortened so as to terminate northerly in the northerly line of said Lot 85 and southerly in the southerly line of said Lot 85.

Containing 14,773 Square Feet / 0.339 Acre more or less

See Exhibit "B" attached hereto and made a part hereof.

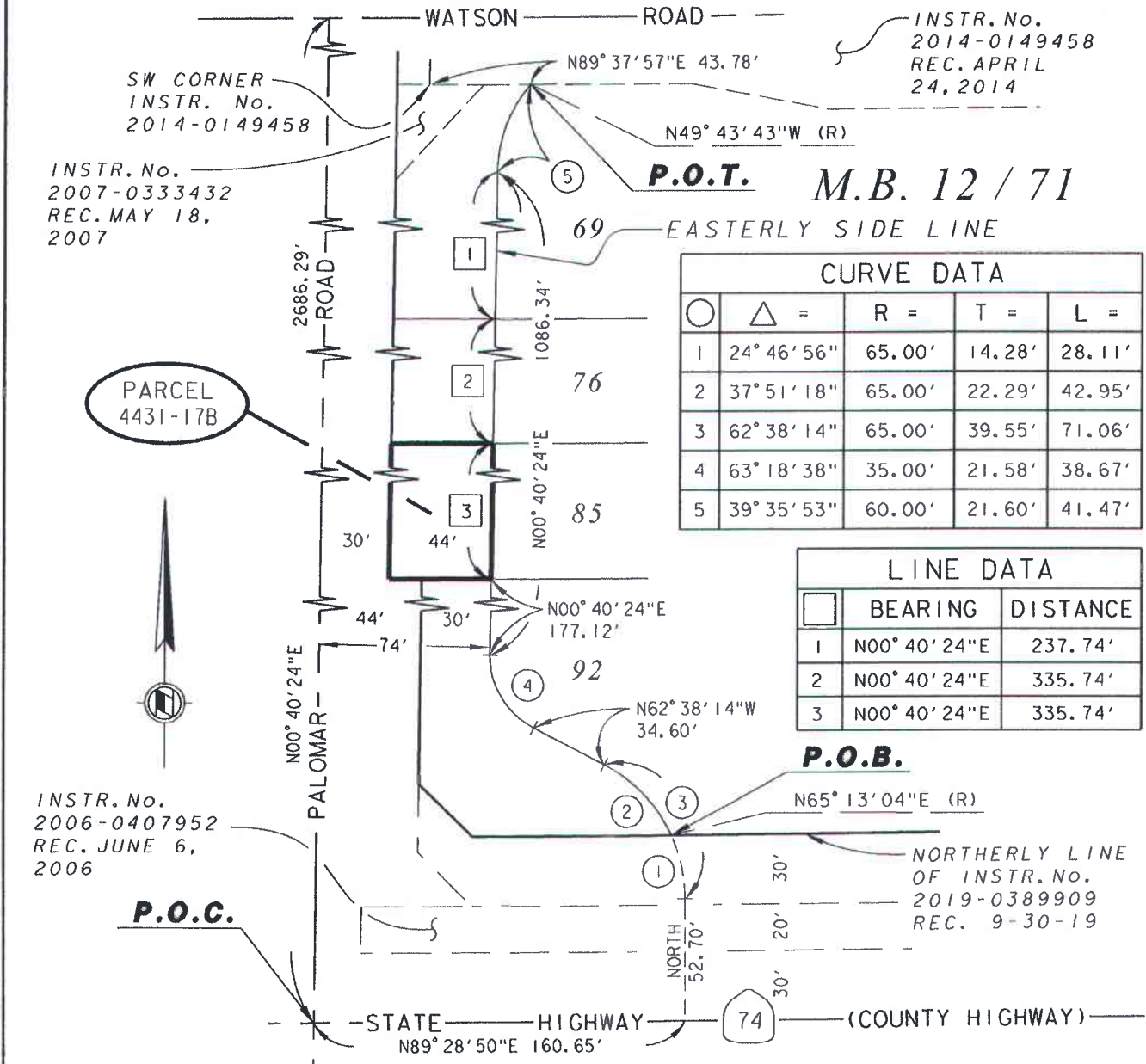


  
\_\_\_\_\_  
JAMES R. McNEILL  
Land Surveyor No. 7752

Date: 10-22-19

# Exhibit "B"

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
 BEING A PORTION OF LOT 85 AS SHOWN ON A MAP FILED IN BOOK 12,  
 PAGE 71 OF MAPS, RECORDS OF SAID COUNTY.



INSTR. No.  
 2014-0149458  
 REC. APRIL  
 24, 2014

INSTR. No.  
 2007-0333432  
 REC. MAY 18,  
 2007

PARCEL  
 4431-17B

INSTR. No.  
 2006-0407952  
 REC. JUNE 6,  
 2006

○	△ =	R =	T =	L =
1	24° 46' 56"	65.00'	14.28'	28.11'
2	37° 51' 18"	65.00'	22.29'	42.95'
3	62° 38' 14"	65.00'	39.55'	71.06'
4	63° 18' 38"	35.00'	21.58'	38.67'
5	39° 35' 53"	60.00'	21.60'	41.47'

□	BEARING	DISTANCE
1	N00° 40' 24"E	237.74'
2	N00° 40' 24"E	335.74'
3	N00° 40' 24"E	335.74'

**P.O.B.**

N65° 13' 04"E (R)

NORTHERLY LINE  
 OF INSTR. No.  
 2019-0389909  
 REC. 9-30-19

## RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

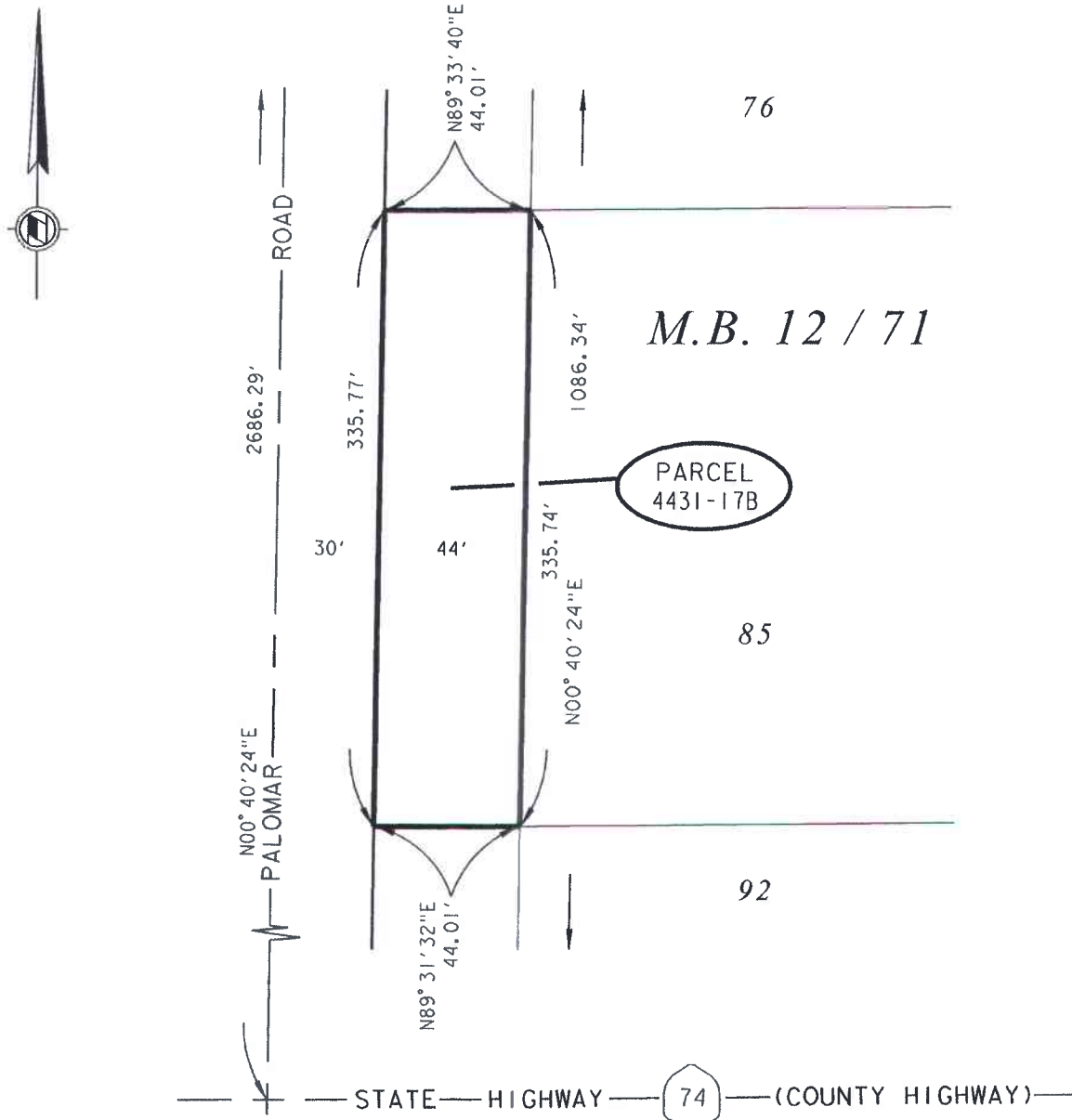
1995 MARKET ST. RIVERSIDE, CA. 92501

### ROMOLAND MDP LINE A-3

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 4431-17B	NO SCALE	DAC
		DATE:	SHEET NO.
		OCT-22-2019	1 OF 2

### Exhibit "B"

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
BEING A PORTION OF LOT 85 AS SHOWN ON A MAP FILED IN BOOK 12,  
PAGE 71 OF MAPS, RECORDS OF SAID COUNTY.



**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

ROMOLAND MDP LINE A-3

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

RCFC PARCEL NUMBER(S):

PARCEL 4431-17B

SCALE:

NO SCALE

DATE:

OCT-22-2019

PREPARED BY:

DAC

SHEET NO.

2 OF 2



230562

Recorded at request of, and return to:  
Riverside County Flood Control and  
Water Conservation District  
1995 Market Street  
Riverside, California 92501-1770

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Romoland MDP Line A-3, Stage 2  
Project No. 4-0-00431  
APN: 329-100-033

**The undersigned grantor(s) declare(s)**  
DDT: - 0 - THE CONVEYANCE IS TO A GOVERNMENTAL  
ENTITY OR POLITICAL SUBDIVISION R&T 11922

RCFC Parcel Nos. 4431-18A and 18B

## EASEMENT DEED

**ROMOLA GENERAL PARTNERSHIP**, A California General Partnership hereby Dedicates in Perpetuity to **Riverside County Flood Control and Water Conservation District**, a body politic, **an easement** for flood control and drainage purposes, including but not limited to the construction, use, repair, reconstruction, inspection, operation and maintenance of storm drain facilities, and all appurtenant works, including ingress and egress thereto, over, under and across that certain real property situated in the County of Riverside, State of California, described in legal description attached hereto as Exhibit "A" and shown in Exhibit "B" and made a part hereof.

ROMOLA GENERAL PARTNERSHIP,  
A California General Partnership

PARTNERS:

**MTA Holdings, LLC**

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

By: \_\_\_\_\_  
Aleathea Rayburn, its Manager

[Signed in counterpart]

230562

Easement Deed  
Romoland MDP Line A-3 Stage 2  
Project No. 4-0-00431  
APN: 329-100-033

**The Ashley Grand Children's Educational Trust  
dated as of November 28, 1991**

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

By: \_\_\_\_\_  
John C. Ashley, Co-Trustee

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

By: \_\_\_\_\_  
Marianne Wybert, Co-Trustee

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

By: \_\_\_\_\_  
Steven M. Ashley, Co-Trustee

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

\_\_\_\_\_  
Jane M. Wink

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

\_\_\_\_\_  
Mary K. Wink

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

\_\_\_\_\_  
Karen Ann Wink

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

\_\_\_\_\_  
Paula Marie Brucker

**Lyndall Associates, Inc.  
Profit Sharing Plan and Trust**

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

By: \_\_\_\_\_  
Dale Lyndall, Trustee

[Signed in counterpart]

230562

Easement Deed

Romoland MDP Line A-3 Stage 2

Project No. 4-0-00431

APN: 329-100-033

**Romola Rose, LLC**

By: Ashley Capital  
Its Manager

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

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

Marion V. Ashley, II  
President of Ashley Capital,  
its Manager

[Signed in counterpart]

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Parcel 4431-18A**

In the city of Menifee, County of Riverside, State of California, being a portion of Lot 76 as shown on a map filed in Book 12, Page 71 of Maps, records of said county, described as follows:

A strip of land 44.00 feet wide, being parallel with and concentric to, and lying westerly of the following described easterly side line:

**Commencing** at the centerline intersection of State Highway 74 (County Highway) and Palomar Road as shown on said Map Book;

Thence North  $89^{\circ} 28' 50''$  East 160.65 feet along the centerline of said Highway 74;

Thence NORTH 52.70 feet to the beginning of a curve, concave southwesterly, having a radius of 65.00 feet;

Thence northerly and northwesterly along said curve, 28.11 feet through a central angle of  $24^{\circ} 46' 56''$  to a point on the northerly line of Instrument No. 2019-0389909, recorded on September 30, 2019, a radial line to said point bears North  $65^{\circ} 13' 04''$  East, said point also being the **Point of Beginning**;

Thence continuing northwesterly along said curve 42.95 feet through a central angle of  $37^{\circ} 51' 18''$ ;

Thence North  $62^{\circ} 38' 14''$  West 34.60 feet to the beginning of a curve, concave northeasterly, having a radius of 35.00 feet;

Thence northwesterly and northerly along said curve 38.67 feet through a central angle of  $63^{\circ} 18' 38''$  to a point on a line parallel with and 74.00 feet easterly, from the centerline of said Palomar Road;

Thence North  $00^{\circ} 40' 24''$  East 1086.34 feet along said parallel line to the beginning of a curve, concave easterly, having a radius of 60.00 feet;

Thence northerly and northeasterly along said curve 41.47 feet through a central angle of  $39^{\circ} 35' 53''$  to a point on the south line of the parcel described in Instrument No. 2014-0149458, recorded on April 24, 2014, records of said county, a radial line to said point bears North  $49^{\circ} 43' 43''$  West, said point also being the **Point of Terminus**;

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT

**Parcel 4431-18A (Cont.)**

The sidelines of said strip are to be prolonged or shortened so as to terminate northerly in the northerly line of said Lot 76 and southerly in the southerly line of said Lot 76.

Containing 14,773 Square Feet / 0.339 Acre more or less

See Exhibit "B" attached hereto and made a part hereof.





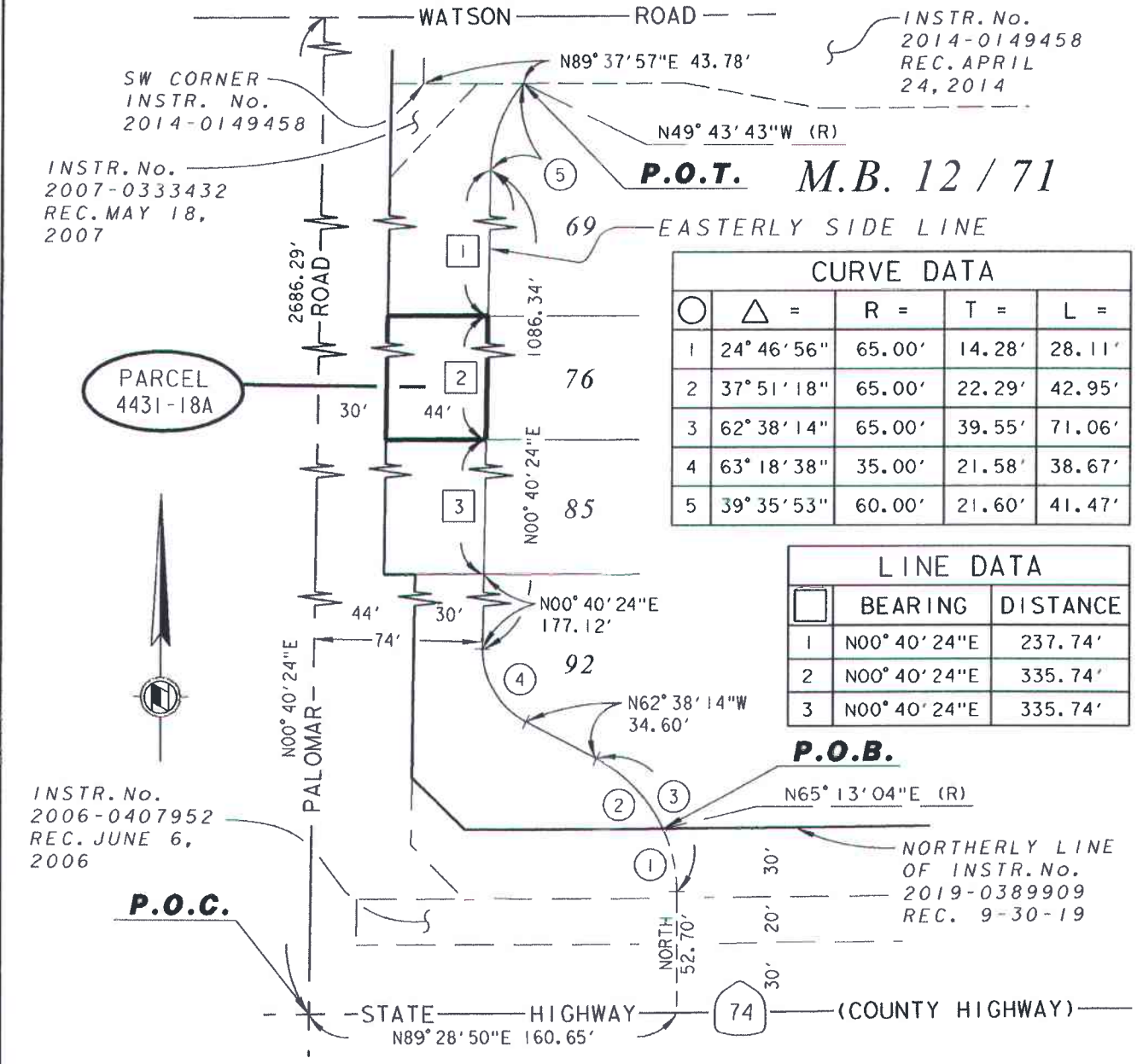
JAMES R. McNEILL

Land Surveyor No. 7752

Date: 10-22-19

### Exhibit "B"

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
BEING A PORTION OF LOT 76 AS SHOWN ON A MAP FILED IN BOOK 12,  
PAGE 71 OF MAPS, RECORDS OF SAID COUNTY.



INSTR. No.  
2014-0149458  
REC. APRIL  
24, 2014

INSTR. No.  
2007-0333432  
REC. MAY 18,  
2007

**P.O.T. M.B. 12 / 71**

CURVE DATA				
⊙	△ =	R =	T =	L =
1	24° 46' 56"	65.00'	14.28'	28.11'
2	37° 51' 18"	65.00'	22.29'	42.95'
3	62° 38' 14"	65.00'	39.55'	71.06'
4	63° 18' 38"	35.00'	21.58'	38.67'
5	39° 35' 53"	60.00'	21.60'	41.47'

LINE DATA		
□	BEARING	DISTANCE
1	N00° 40' 24"E	237.74'
2	N00° 40' 24"E	335.74'
3	N00° 40' 24"E	335.74'

**P.O.B.**

INSTR. No.  
2006-0407952  
REC. JUNE 6,  
2006

**P.O.C.**

NORTHERLY LINE  
OF INSTR. No.  
2019-0389909  
REC. 9-30-19

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**  
1995 MARKET ST. RIVERSIDE, CA. 92501

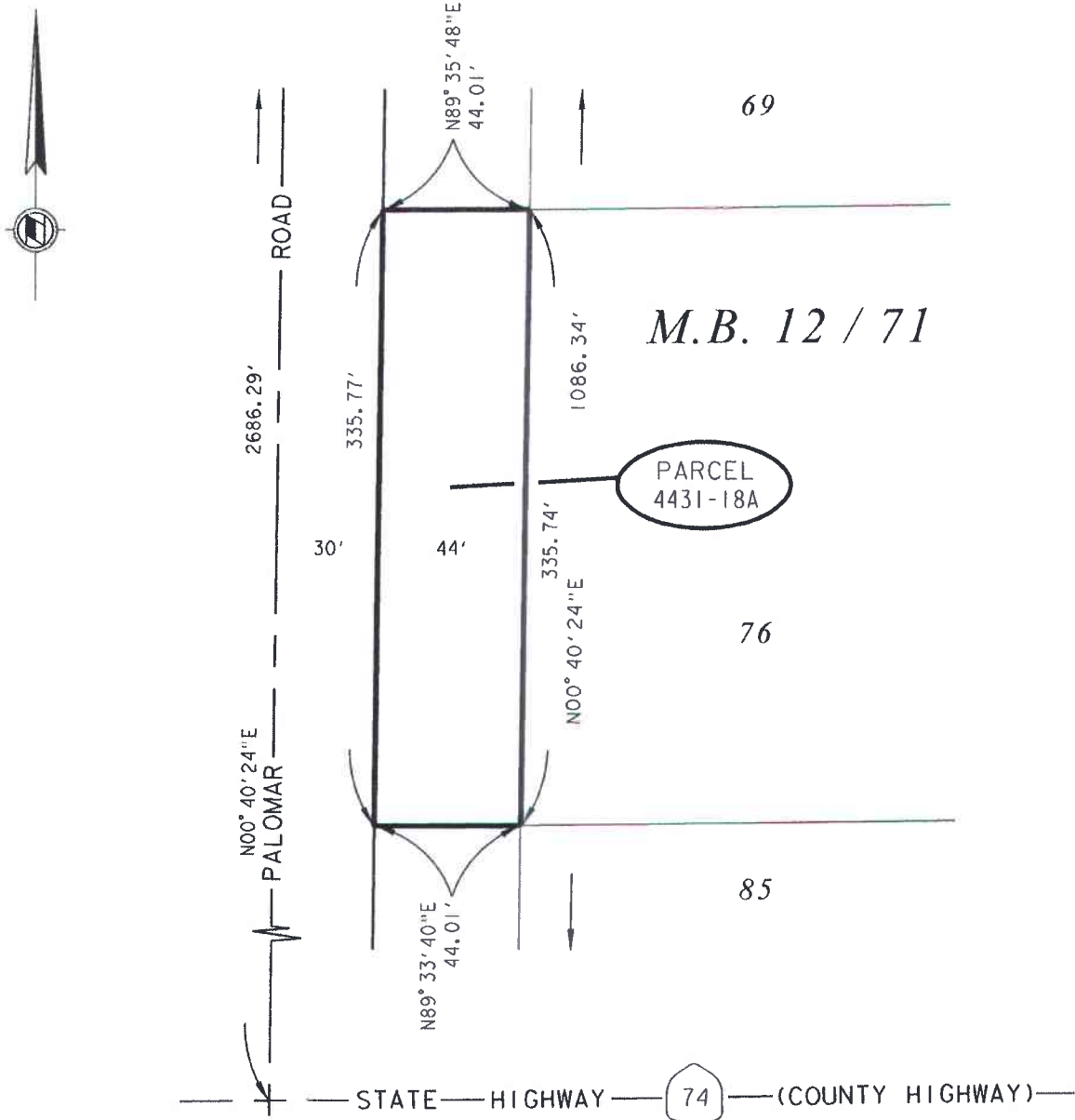
ROMOLAND MDP LINE A-3

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 4431-18A	NO SCALE	DAC
		DATE:	SHEET NO.
		OCT-22-2019	1 OF 2



## Exhibit "B"

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
BEING A PORTION OF LOT 76 AS SHOWN ON A MAP FILED IN BOOK 12,  
PAGE 71 OF MAPS, RECORDS OF SAID COUNTY.



### RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

ROMOLAND MDP LINE A-3

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

RCFC PARCEL NUMBER(S):

PARCEL 4431-18A

SCALE:

NO SCALE

DATE:

OCT-22-2019

PREPARED BY:

DAC

SHEET NO.

2 OF 2

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Parcel 4431-18B**

In the city of Menifee, County of Riverside, State of California, being a portion of Lot 69 as shown on a map filed in Book 12, Page 71 of Maps, records of said county, described as follows:

A strip of land 44.00 feet wide, being parallel with and concentric to, and lying westerly of the following described easterly side line:

**Commencing** at the centerline intersection of State Highway 74 (County Highway) and Palomar Road as shown on said Map Book;

Thence North 89° 28' 50" East 160.65 feet along the centerline of said Highway 74;

Thence NORTH 52.70 feet to the beginning of a curve, concave southwesterly, having a radius of 65.00 feet;

Thence northerly and northwesterly along said curve, 28.11 feet through a central angle of 24° 46' 56" to a point on the northerly line of Instrument No. 2019-0389909, recorded on September 30, 2019, a radial line to said point bears North 65° 13' 04" East, said point also being the **Point of Beginning**;

Thence continuing northwesterly along said curve 42.95 feet through a central angle of 37° 51' 18";

Thence North 62° 38' 14" West 34.60 feet to the beginning of a curve, concave northeasterly, having a radius of 35.00 feet;

Thence northwesterly and northerly along said curve 38.67 feet through a central angle of 63° 18' 38" to a point on a line parallel with and 74.00 feet easterly, from the centerline of said Palomar Road;

Thence North 00° 40' 24" East 1086.34 feet along said parallel line to the beginning of a curve, concave easterly, having a radius of 60.00 feet;

Thence northerly and northeasterly along said curve 41.47 feet through a central angle of 39° 35' 53" to a point on the south line of the parcel described in Instrument No. 2014-0149458, recorded on April 24, 2014, records of said county, a radial line to said point bears North 49° 43' 43" West, said point also being the **Point of Terminus**;

RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT


**Parcel 4431-18B (Cont.)**

The sidelines of said strip are to be prolonged or shortened so as to terminate northerly in the southerly line of said Instrument No. 2014-0149458 and southerly, in the southerly line of said Lot 69.

Excepting therefrom Parcel 4431-3A as described in Instrument No. 2007-0333432, recorded on May 18, 2007, records of said county;

Containing 11,526 Square feet / 0.264 Acre more or less

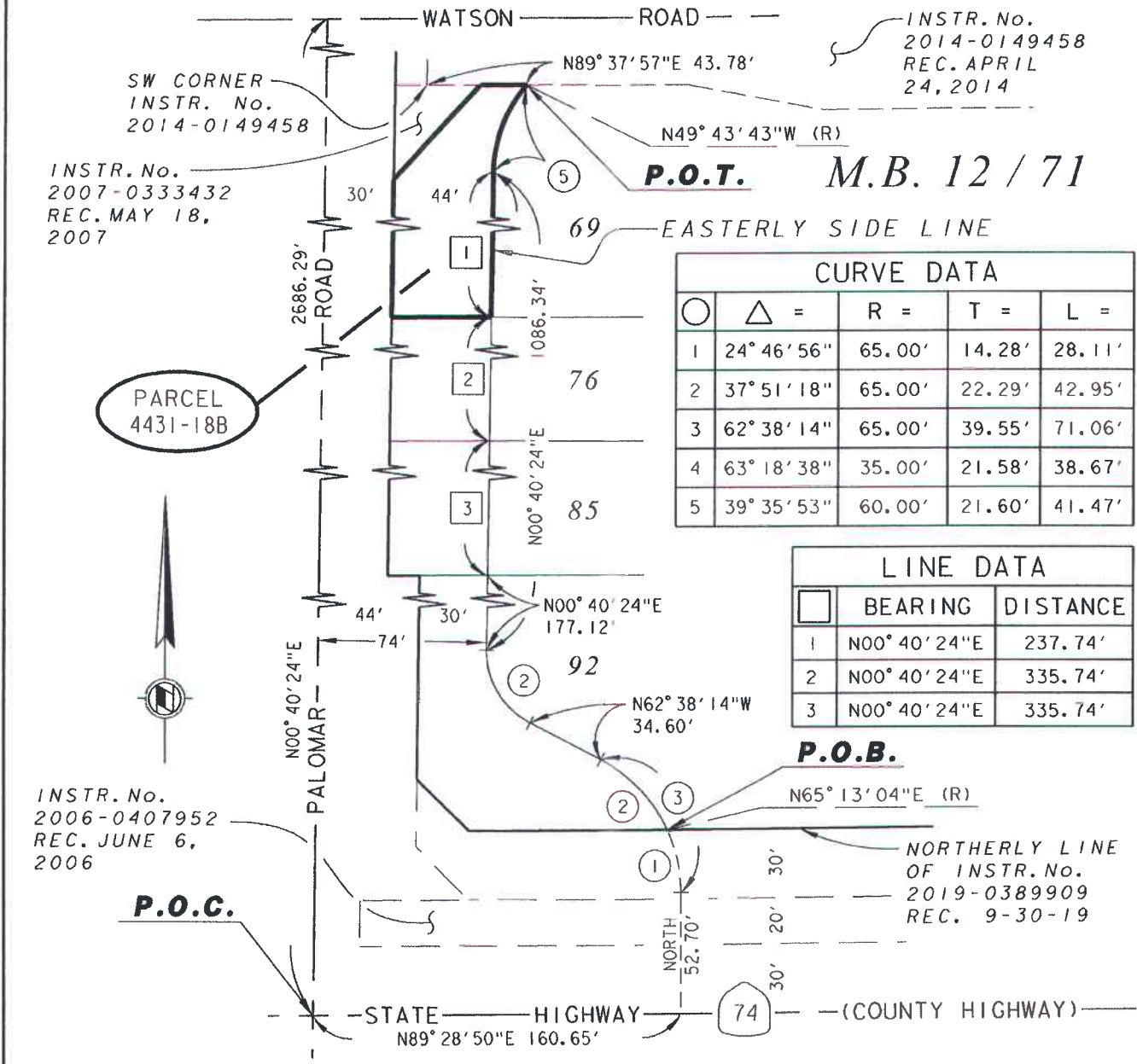


  
\_\_\_\_\_  
JAMES R. McNEILL  
Land Surveyor No. 7752

Date: 10-22-19

### Exhibit "B"

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
BEING A PORTION OF LOT 69 AS SHOWN ON A MAP FILED IN BOOK 12,  
PAGE 71 OF MAPS, RECORDS OF SAID COUNTY.



INSTR. No.  
2014-0149458  
REC. APRIL  
24, 2014

INSTR. No.  
2007-0333432  
REC. MAY 18,  
2007

**P.O.T. M.B. 12 / 71**

CURVE DATA				
○	△ =	R =	T =	L =
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2	37° 51' 18"	65.00'	22.29'	42.95'
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4	63° 18' 38"	35.00'	21.58'	38.67'
5	39° 35' 53"	60.00'	21.60'	41.47'

LINE DATA		
□	BEARING	DISTANCE
1	N00° 40' 24"E	237.74'
2	N00° 40' 24"E	335.74'
3	N00° 40' 24"E	335.74'

**P.O.B.**

INSTR. No.  
2006-0407952  
REC. JUNE 6,  
2006

**P.O.C.**

N65° 13' 04"E (R)

NORTHERLY LINE  
OF INSTR. No.  
2019-0389909  
REC. 9-30-19

### RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

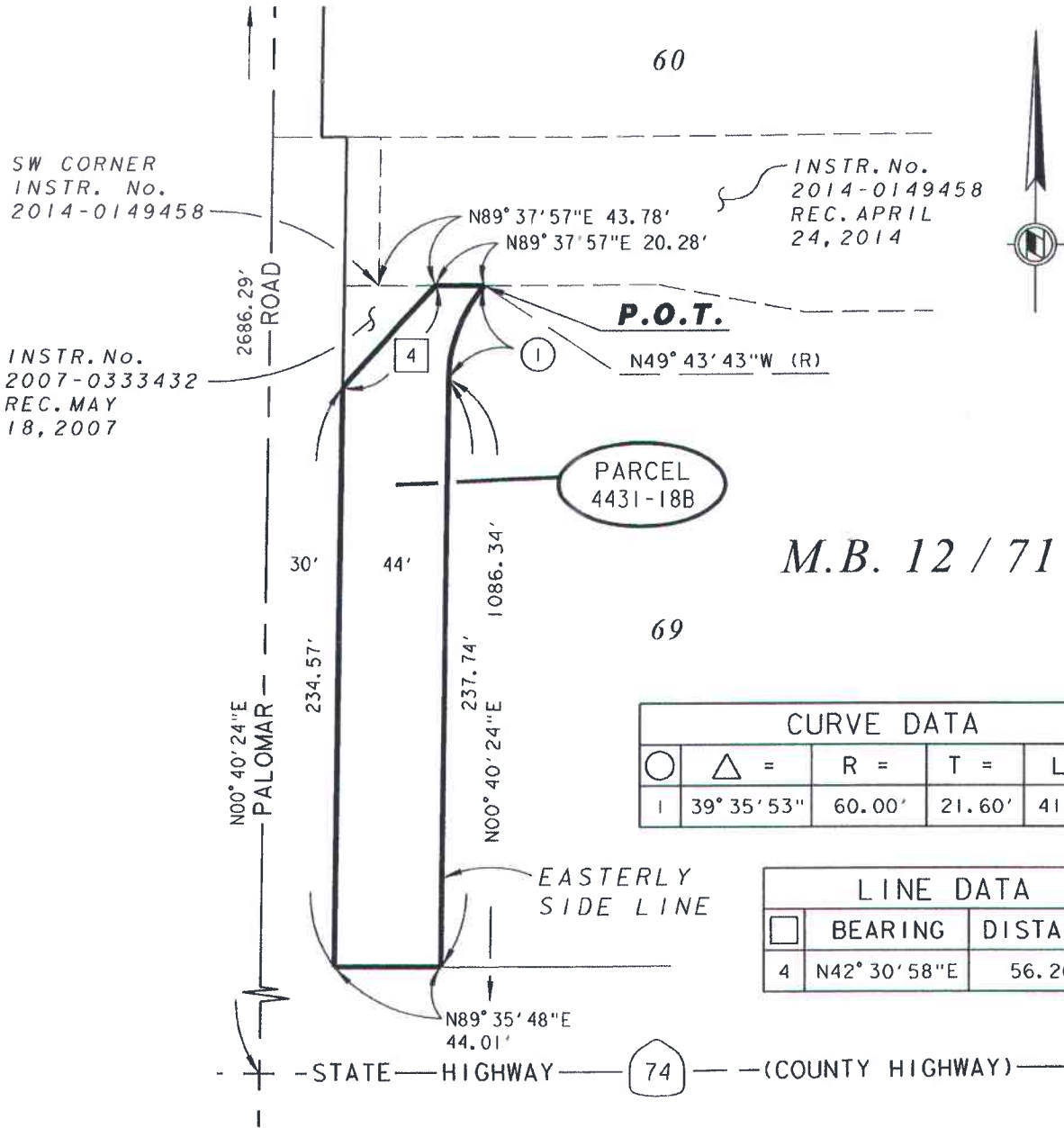
1995 MARKET ST. RIVERSIDE, CA. 92501

#### ROMOLAND MDP LINE A-3

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.	RCFC PARCEL NUMBER(S):	SCALE:	PREPARED BY:
	PARCEL 4431-18B	NO SCALE	DAC
		DATE:	SHEET NO.
		OCT-22-2019	1 OF 2

### Exhibit "B"

IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
BEING A PORTION OF LOT 69 AS SHOWN ON A MAP FILED IN BOOK 12,  
PAGE 71 OF MAPS, RECORDS OF SAID COUNTY.



### RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET ST. RIVERSIDE, CA. 92501

PROJECT NAME:

ROMOLAND MDP LINE A-3

SEE EXHIBIT "A" ATTACHED  
HERE TO AND MADE A PART  
HEREOF.

RCFC PARCEL NUMBER(S):

PARCEL 4431-18B

SCALE:

NO SCALE

PREPARED BY:

DAC

DATE:

OCT-22-2019

SHEET NO.

2 OF 2