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



ITEM: 11.11 (ID # 14059)

**MEETING DATE:** 

FROM: FLOOD CONTROL DISTRICT:

Tuesday, December 15, 2020

SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2020-27, Authorization to Convey An Easement Interest for Public Road and Utility Purposes and Temporary Construction Easement Interests within Portions of District-Owned Real Property Located in the City of Wildomar, County of Riverside, Wildomar MDP Lateral C (Portions of APNs 367-110-007 and 367-450-017) to the City of Wildomar by Public Road & Utility Easement Deed and Temporary Construction Easement Deeds Project No. 7-0-00075, Nothing Further is Required Under CEQA, District 1. [\$0] (4/5 Vote Required)

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

- 1. Find that nothing further is required. The conveyance of the easements of interest as described in Resolution No. F2020-27 will not have a significant adverse effect on the environment and that any potentially significant adverse effects have been adequately analyzed in the Environmental Impact Report (EIR) prepared for the Bundy Canyon Road/Scott Road Improvement Project (SCH# 2007051156);
- 2. Adopt Resolution No. F2020-27, Authorization to Convey An Easement Interest for Public Road and Utility Purposes and Temporary Construction Easement Interests Within Portions of District-Owned Real Property Located in the City of Wildomar, County of Riverside, Wildomar MDP Lateral C (Portions of APNs 367-110-007 and 367-450-017) to the City of Wildomar by Public Road and Utility Easement Deed and Temporary Construction Easement Deeds;

**ACTION:4/5 Vote Required** 

GENERAL MGR-CHF FLD CNTRL ENG

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Jeffries 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:

December 15, 2020

XC:

Flood

Deputy

Kecia R. Harper

Clerk of the Board

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

- Authorize the Chairwoman of the Board of Supervisors for the Riverside County Flood Control and Water Conservation District (District) to execute the Public Road and Utility Easement Deed and Temporary Construction Easement Deeds in favor of the City of Wildomar; and
- 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.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS:	N/A		Budget Adjus	stment: N/A
			For Fiscal Ye	ar: N/A

C.E.O. RECOMMENDATION: Approve

#### **BACKGROUND:**

#### Summary

The City of Wildomar proposes to widen and realign portions of a six-mile segment of Bundy Canyon Road and Scott Road, known as the Bundy Canyon Road Widening Project (Project). The western end of the Project will be Cherry Street near Interstate 15, and the eastern end will be Haun Road and Zeiders Road near Interstate 215. The road will be widened from two lanes to four lanes and will also have a center striped median and additional left-turn lanes at major intersections. The Project will eliminate substandard sight distances and grades, improve the handling of increased traffic capacity, which is expected due to new development, while reducing existing traffic congestion, and reconstruct the roadway to meet current design and safety standards.

The City of Wildomar has requested to acquire from the District a permanent easement for road and utility purposes within APN 367-110-007, approximately 33,476 sq. ft./0.768 acre. Two (2) Temporary Construction Easements (TCE) will be required for the construction of the improvements. One (1) TCE is required within APN 367-110-007, approximately 20,881 sq. ft./0.479 acre, and one (1) TCE within APN 367-450-017, approximately 858 sq. ft./0.020 acre, is required.

The District owns fee interest of APN 367-110-007 per Instrument Number 2015-0537041 and fee interest of APN 367-450-017 per Instrument Number 1992-224670. The District's donation of the permanent easement and two (2) Temporary Construction Easements will be for a term of twenty-four (24) months. These easement interests will facilitate the City of Wildomar in the construction and completion of the Project for the safety and benefit of the community.

Pursuant to the California Water Code Appendix §48-9, the Board of Supervisors for the District has the power to convey an interest in real property which it owns when necessary or convenient to the full exercise of its powers. District staff has evaluated and determined that the conveyance of the easement interests to the City of Wildomar will not interfere with the use of

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

the property by the District as is necessary or convenient to the full exercise of the District's powers.

#### **Environmental Findings**

Pursuant to Section 15096 of the State CEQA Guidelines, Making Responsible Agency Findings, the District has considered the EIR (SCH# 2007051156) prepared for the Bundy Canyon Road/Scott Road Improvement Project. The District, in its limited capacity as a Responsible Agency, finds that conveyance of the easements of interest as described in Resolution No. F2020-27 are adequately addressed by the EIR. The District's conveyance of the easements of interest in Resolution No. F2020-27 will not have a significant impact on the environment. Therefore, no further analysis is required under CEQA.

Resolution No. F2020-27 and the Agreement have been approved as to form by County Counsel.

## **Impact on Residents and Businesses**

There is no impact to residents or businesses.

#### **Financial Information**

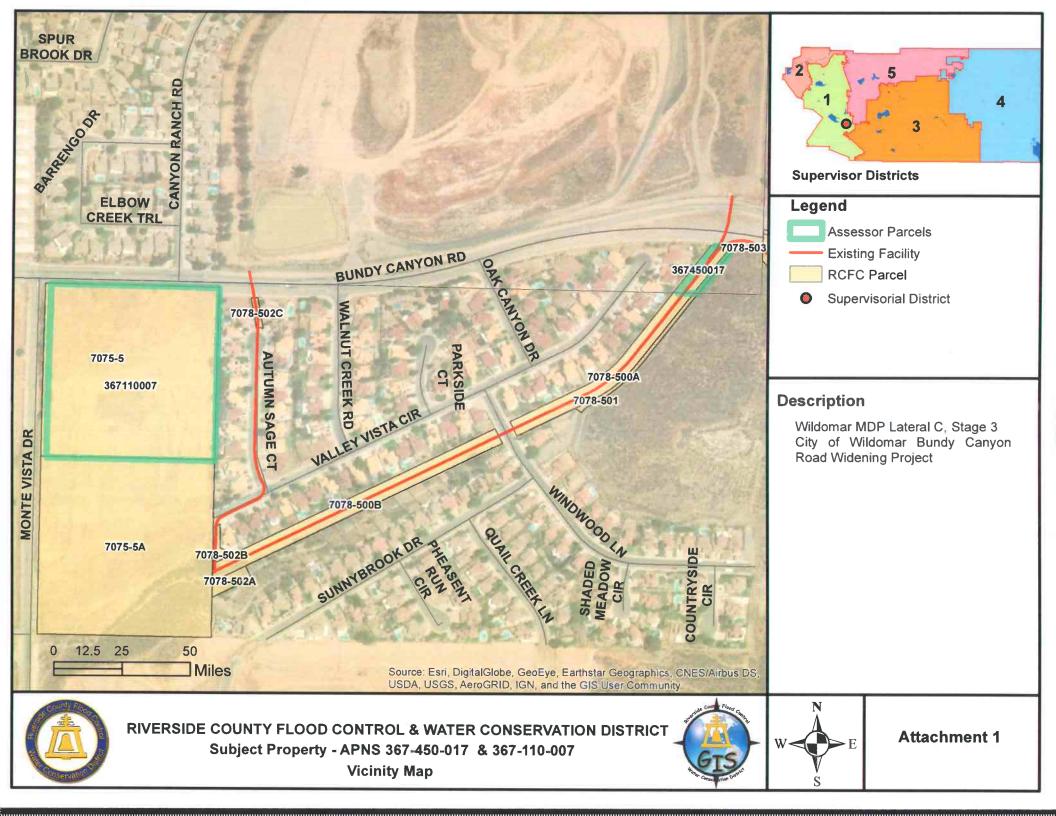
All costs shall be borne by the City of Wildomar.

#### **ATTACHMENTS:**

- 1. Resolution No. F2020-27
- 2. Vicinity Map of the subject area
- 3. Public Road and Utility Easement Deed to the City of Wildomar
- 4. Temporary Construction Easement Deeds to the City of Wildomar (2)

P8\233326 MCR:rlp

Gregory V. Priantos, Director County Counsel



FORM APPROVED COUNTY COUNSEL

RESOLUTION NO. F2020-27

AUTHORIZATION TO CONVEY AN EASEMENT INTEREST FOR PUBLIC ROAD AND UTILITY PURPOSES AND TEMPORARY CONSTRUCTION EASEMENT INTERESTS WITHIN PORTIONS OF DISTRICT-OWNED REAL PROPERTY LOCATED IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, WILDOMAR MDP LATERAL C (PORTIONS OF APNS 367-110-007 AND 367-450-017) TO THE CITY OF WILDOMAR BY PUBLIC ROAD AND UTILITY EASEMENT DEED AND TEMPORARY CONSTRUCTION EASEMENT DEEDS PROJECT NO. 7-0-00075

WHEREAS, the Riverside County Flood Control and Water Conservation District (District) is the owner of certain real property located in the city of Wildomar, County of Riverside, State of California, identified with Assessor's Parcel Nos. (APN) 367-110-007 and 367-450-017; and

WHEREAS, the District acquired fee interest of APN 367-110-007 on December 7, 2015 per Instrument Number 2015-0537041 and fee interest of APN 367-450-017 on June 18, 1992 per Instrument Number 1992-224670; and

WHEREAS, the respective facility and parcels are referenced as the Wildomar MDP Lateral C Project; and

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

WHEREAS, the western end of the Project will be Cherry Street near Interstate 15, and the eastern end will be Haun Road and Zeiders Road near Interstate 215; and

WHEREAS, the road will be widened from two lanes to four lanes and will also have a center striped median and additional left-turn lanes at major intersections; and

WHEREAS, the Project will eliminate substandard sight distances and grades, improve the handling of increased traffic capacity, which is expected due to new development, while reducing existing traffic congestion, and reconstruct the roadway to meet current design and safety standards; and

12.15.2020 11.11.

WHEREAS, the City of Wildomar has requested to acquire from the District a permanent easement for road and utility purposes within APN 367-110-007, approximately 33,476 sq. ft./0.768 acre (Road Easement), and two (2) Temporary Construction Easements (TCEs), which will be required for the construction of the improvements, one (1) TCE being within APN 367-110-007, approximately 20,881 sq. ft./ 0.479 acre, and one (1) TCE within APN 367-450-017, approximately 858 sq. ft./0.020 acre, are required; and

WHEREAS, pursuant to the California Water Code, Appendix Ch. 48, Section 9, the Board of Supervisors for the District has the power to convey any interest in real property it owns to other public agencies where such conveyance does not interfere with the use of the real property for the purposes of the District. District staff has evaluated and determined that the conveyance of the permanent easement interest to the City of Wildomar will not interfere with the use of the property for the intended purposes of the District; and

WHEREAS, the District desires to convey the Road Easement and TCEs that will be needed by the City of Wildomar for a term of twenty-four (24) months; and

WHEREAS, the conveyance of the Road Easement and TCEs will facilitate the City of Wildomar in the construction and completion of the Project for the safety and benefit of the community; and

WHEREAS, the District has reviewed and determined that the conveyance of an easement for a road will not have a significant adverse effect on the environment and that any potentially significant adverse effects have been adequately analyzed in the Environmental Impact Report (EIR) prepared for the Bundy Canyon Road/Scott Road Improvement Project (SCH# 2007051156); the District is granting an easement interest from one public agency to another for a public road and utility purposes.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors (Board) of the District, in regular session assembled on or after December 15, 2020, at or after 9:30 a.m., in its meeting room located on the 1st Floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, with at least four-fifths of all members concurring, finds that the environmental impacts of the project have been sufficiently

1	assessed and that the conveyance of the easements of interest as described in Resolution No.
2	F2020-27 will not have a significant adverse effect on the environment and that any potentially
3	significant adverse effects have been adequately analyzed in the EIR prepared for the Bundy
4	Canyon Road/Scott Road Improvement Project (SCH# 2007051156) and have determined nothing
5	further is required in order to comply with CEQA.
6	BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by a vote of this
7	Board that this Board finds that the proposed easement conveyances would not unreasonably
8	interfere with the use of right of way for the District's purposes.
9	BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board
10	authorizes the conveyance of the Road Easement for road and utility purposes and the TCEs to the
11	City of Wildomar within real property described as APNs 367-110-007 and 367-450-017, more
12	particularly described in Exhibit "A" and Exhibit "B".
13	BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the
14	Chairwoman of the Board of Supervisors of the District is authorized to execute the Public Road
15	and Utility Easement Deed and Temporary Construction Deeds on behalf of the District.
16	
17	ROLL CALL:
18	Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt Nays: None
19	Absent: None
20	The foregoing is certified to be a true copy of a resolution
21	duly adopted by said Board of Supervisors on the date therein set
22	Kecia R. Harper, Clerk of said Board
23	Media N. Harper, Creek of Said Board
24	By Malle 9 (8)
25	e pacy
26	
27	
20	

#### EXHIBIT "A" LEGAL DESCRIPTION 0655-014A

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED DECEMBER 10, 2015 AS DOCUMENT NUMBER 2015-0537041, OFFICIAL RECORDS OF THE RECORDER RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN LOT 1 OF "SEDCO TRACT NO. 1" AS SHOWN BY A MAP ON FILE IN BOOK 10, PAGE 58 THROUGH 75, INCLUSIVE, OF MAPS, SAID OFFICIAL RECORDS, LYING WITHIN THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 1, BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BUNDY CANYON ROAD (20.00 FOOT SOUTHERLY HALF-WIDTH) AS SHOWN BY SAID "SEDCO TRACT NO.1" MAP:

THENCE SOUTH 01°11'20" WEST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 34.99 FEET TO A LINE PARALLEL WITH AND DISTANT 54.99 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF SAID BUNDY CANYON ROAD;

THENCE NORTH 88°51'46" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 43.96 FEET:

THENCE SOUTH 86°53'22" WEST, A DISTANCE OF 121.59 FEET TO A LINE PARALLEL WITH AND DISTANT 64.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF BUNDY CANYON ROAD;

THENCE NORTH 88°51'46" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 434.79 FEET;

THENCE SOUTH 47°12'28" WEST, A DISTANCE OF 38.88 FEET TO A LINE PARALLEL WITH AND DISTANT 42.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE MONTE VISTA DRIVE (32.00 FOOT EASTERLY HALF-WIDTH) AS DESCRIBED BY RELINQUISHMENT RECORDED DECEMBER 2, 1982, AS INSTRUMENT NUMBER 209013, SAID OFFICIAL RECORDS;

THENCE SOUTH 01°11'36" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 569.96 FEET TO THE SOUTHERLY LINE OF SAID LOT 1;

THENCE NORTH 88°51'46" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 10.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID MONTE VISTA DRIVE;

# EXHIBIT "A" LEGAL DESCRIPTION 0655-014A

THENCE NORTH 01°11'36" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 640.93 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF BUNDY CANYON ROAD;

THENCE SOUTH 88°51'46" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 637.97 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 33,476 SQUARE FEET OR 0.768 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000105670 TO OBTAIN GROUND DISTANCE.

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

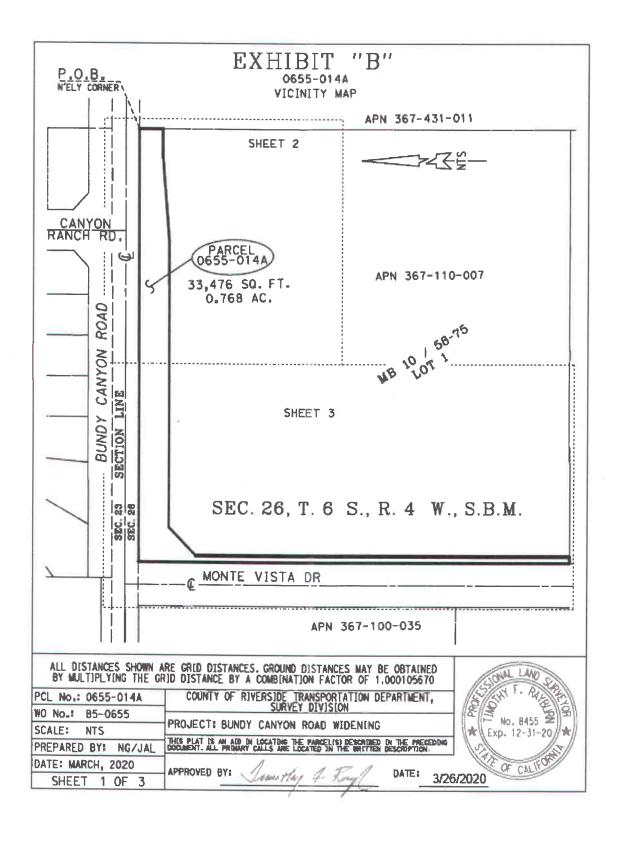
PREPARED UNDER MY SUPERVISION:

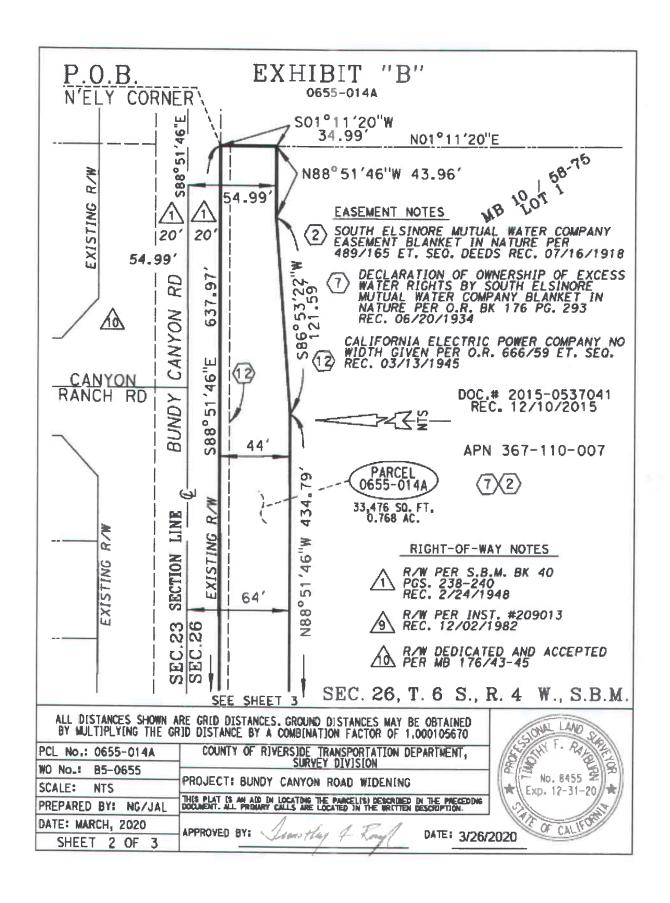
TIMOTHY F. RAYBURN, P.L.S. 8455

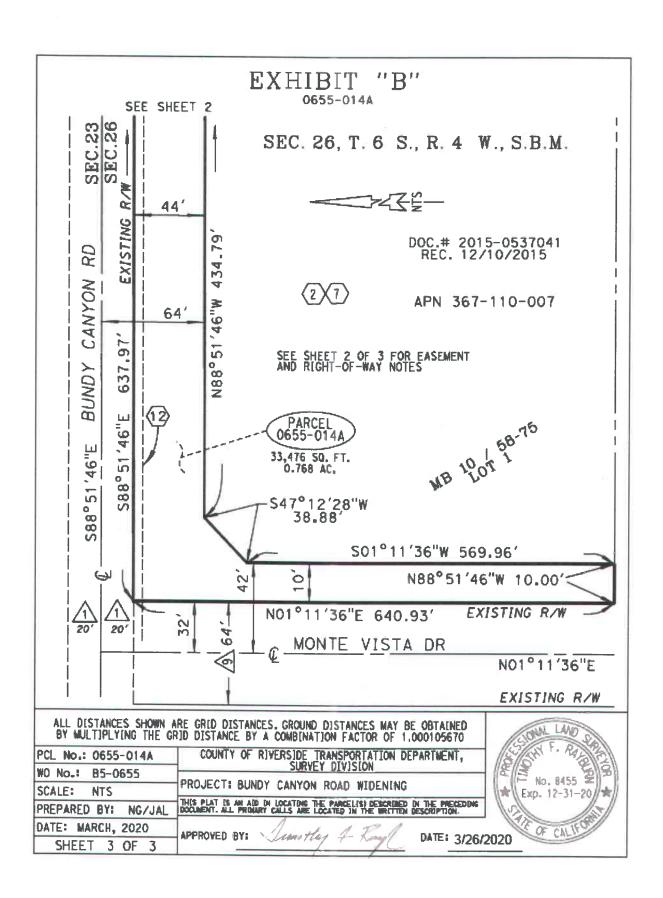
3/26/2020

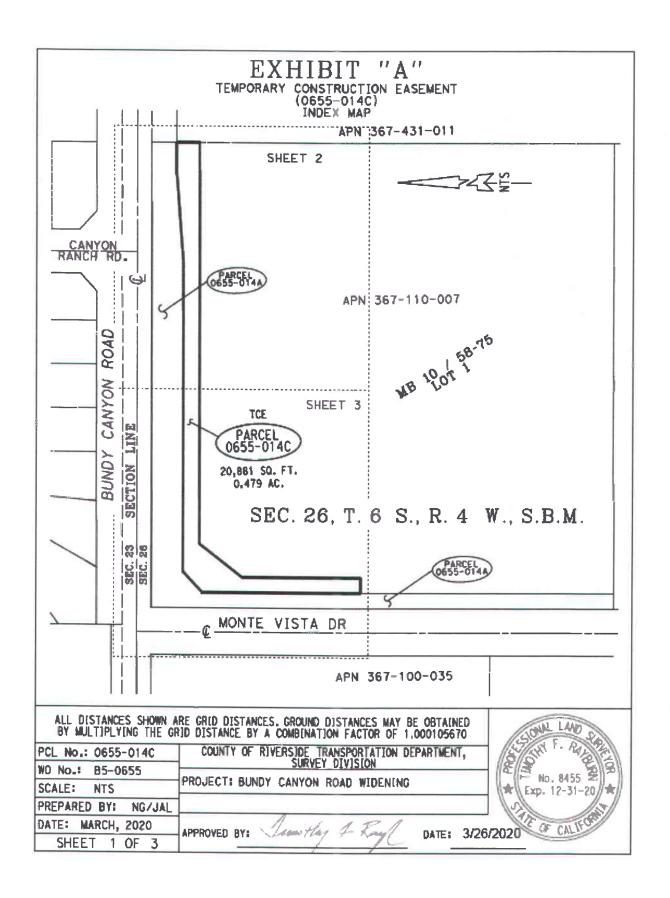
DATED:

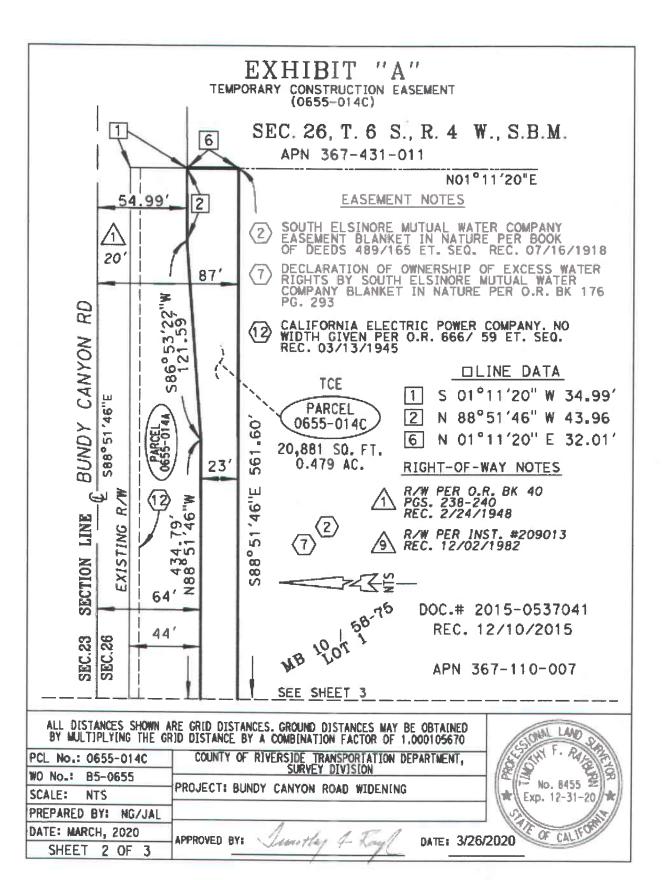


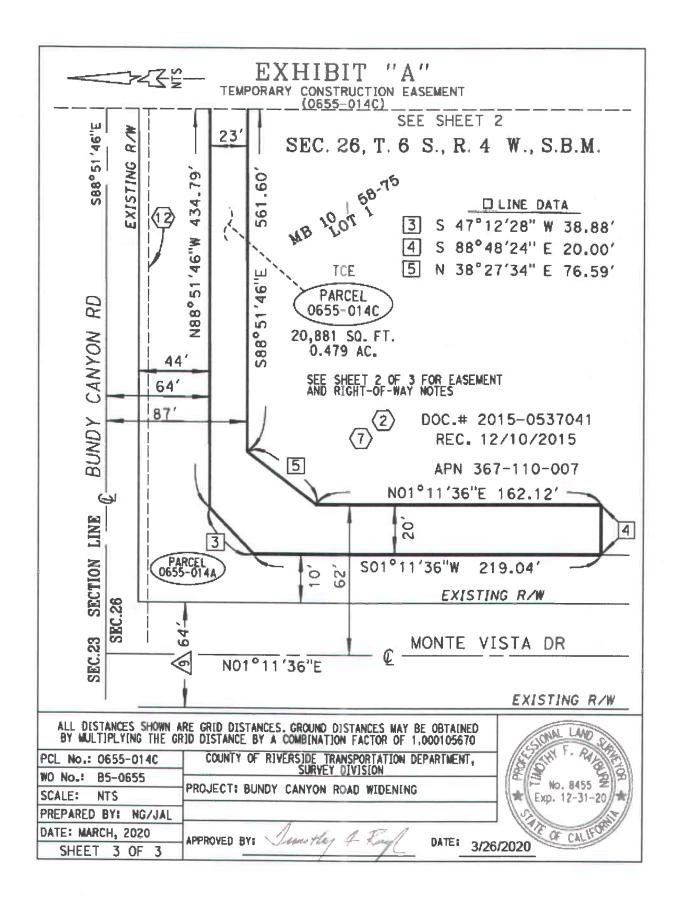


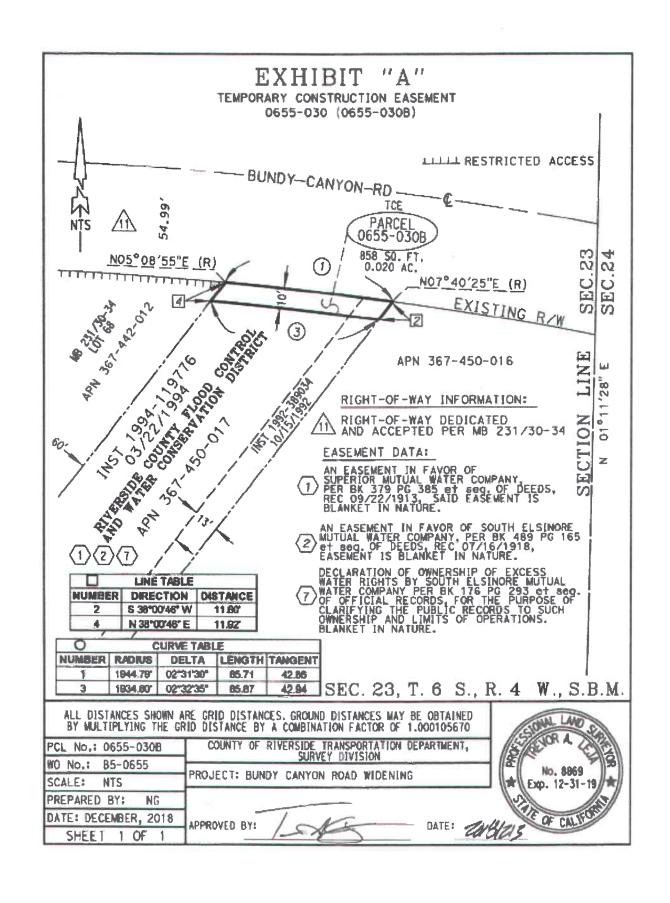












Parcel File No.

Project: Bundy Canyon Road Widening Project

Recording requested by:

City Clerk of the City of Wildomar

WHEN RECORDED MAIL TO:

City of Wildomar 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595 COPY buck to dept

FREE RECORDING REQUESTED – Essential to acquisition City of Wildomar – See Gov't Code 6103 DOCUMENTARY TRANSFER TAX \$NONE

APN 367-450-017

#### **TEMPORARY CONSTRUCTION EASEMENT**

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

Riverside County Flood Control and Water Conservation District, a body politic,

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

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

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

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

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

It is further understood and agreed that this easement shall extend for a period of twenty-four (24) months commencing at the recordation of the Easement. Grantee shall provide Grantor written notice upon recordation to confirm commencement date.

In the event Grantee is unable to complete the Project before the expiration of the Temporary Construction Easement period, Grantor shall grant Grantee an automatic extension of the Temporary Construction Easement for a period of an additional twelve (12) month term. The Extension Period will begin upon written notice provided by the Grantee to the Grantor. Written notice may be provided by personal delivery, U.S. Mail or via email and will state the additional the number of months required to complete the project.

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

GRANTOR:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic

Date: DEC 1 5 2020

By:

KAREN SPIEGEL, Chairwoman

Riverside County Flood Control and Water Conservation District Board of Supervisors

ATTEST:

KECIA R. HARPER Clerk of the Board of Supervisors

3y: 70

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

STATE OF CALIFORNIA )

)ss

COUNTY OF RIVERSIDE)

On December 15, 2020, before me, Priscula Rasson, Board Assistant, personally appeared KAREN SPIEGEL, Chairwoman of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District, State of California, who provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

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

WITNESS my hand and official seal

KECIA R. HARPER Clerk of the Board of Supervisors

Denuty

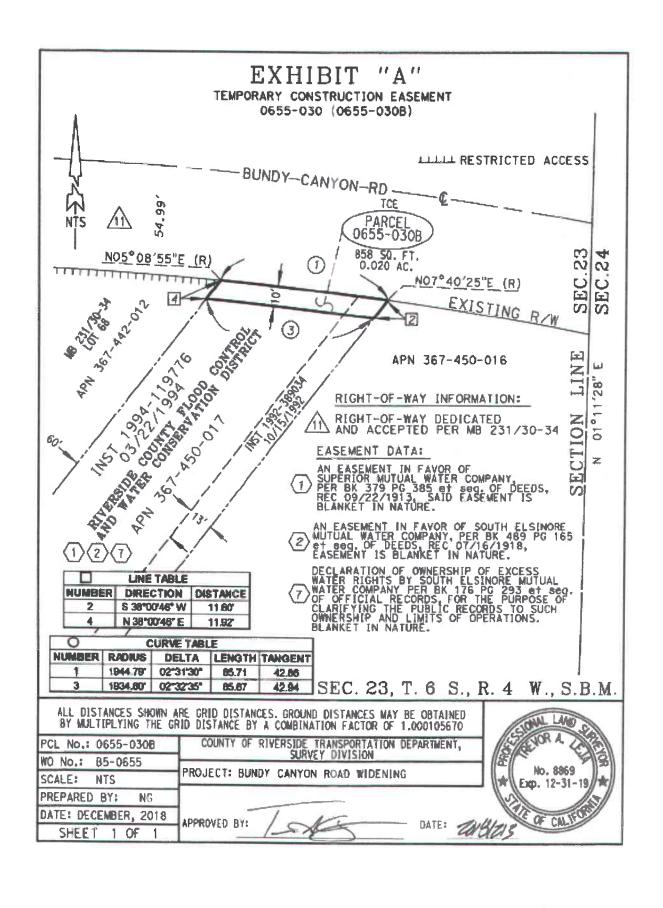
(Seal)

## CERTIFICATE OF ACCEPTANCE

(California Government Code Section 27281)

This is to certify that the interest in real property Easement dated as of, 2020, Conservation District is hereby accepted by the or March 13, 2019, and the grantee consents to the reco	from Riverside County Flood (der of the City Council of the City	Control and Water ity of Wildomar on
	Dated as of:	, 2020
	By:	

ATTEST:



235010

Parcel File No.
Project: Bundy Canyon Road Widening Project
Recording requested by:
City Clerk of the City of Wildomar

WHEN RECORDED MAIL TO:

City of Wildomar 23873 Clinton Keith Road, Ste. 201 Wildomar, CA 92595 COPPIED to

FREE RECORDING REQUESTED
Essential to acquisition
City of Wildomar – See Gov't Code 6103
DOCUMENTARY TRANSFER TAX \$ NONE

APN 367-110-007

#### TEMPORARY CONSTRUCTION EASEMENT

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

Riverside County Flood Control and Water Conservation District, a body politic,

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

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

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

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

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

It is further understood and agreed that this easement shall extend for a period of twenty-four (24) months commencing at the recordation of the Easement. Grantee shall provide Grantor written notice upon recordation to confirm commencement date.

In the event Grantee is unable to complete the Project before the expiration of the Temporary Construction Easement period, Grantor shall grant Grantee an automatic extension of the Temporary Construction Easement for a period of an additional twelve (12) month term. The Extension Period will begin upon written notice provided by the Grantee to the Grantor. Written notice may be provided by personal delivery, U.S. Mail, or via email, and will state the additional the number of months required to complete the project.

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

**GRANTOR:** 

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic

Date:	DEC	15	ZUZU		
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By:

KAREN SPIEGEL, Chairwoman of the Board of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District

ATTEST:

KECIA R. HARPER Clerk of the Board of Supervisors

Denuty

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

STATE OF CALIFORNIA )
)ss
COUNTY OF RIVERSIDE )

On Months 15, 2020, before me, Marian Marian Marian Marian Marian Spiegel, Chairwoman of the Board of Supervisors of the Flood Control and Water Conservation District, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

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

WITNESS my hand and official seal

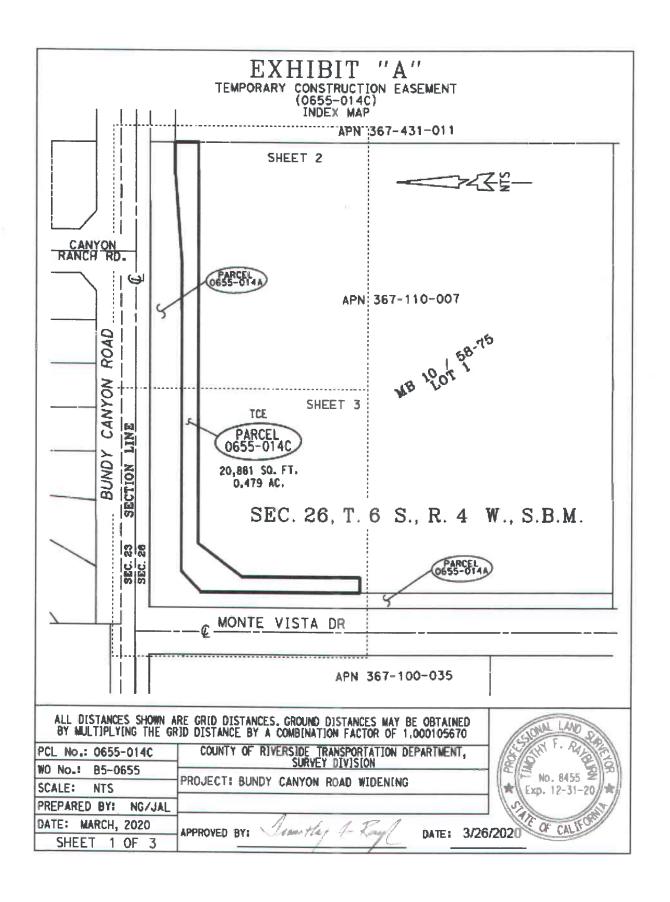
KECIA R. HARPER Clerk of the Board of Supervisors

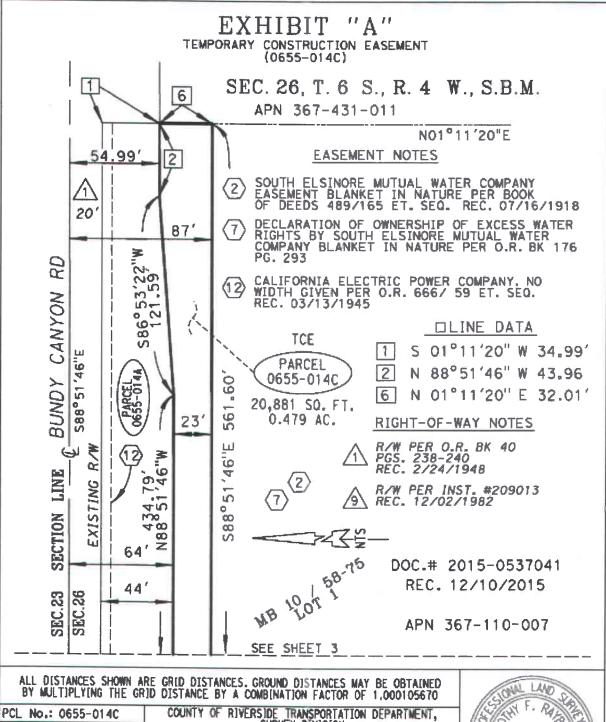
(Seal)

# CERTIFICATE OF ACCEPTANCE

(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by th	at certain Temporary Construction
Easement dated as of, 2020, from Riverside	<b>County Flood Control and Water</b>
Conservation District is hereby accepted by the order of the City C	council of the City of Wildomar on
March 13, 2019, and the Grantee consents to the recordation thereof b	by its duly authorized officer.
Dated as of:	, 2020
By:	
DAN YORK	
City Engineer	Assistant City Manager
ATTEST:	



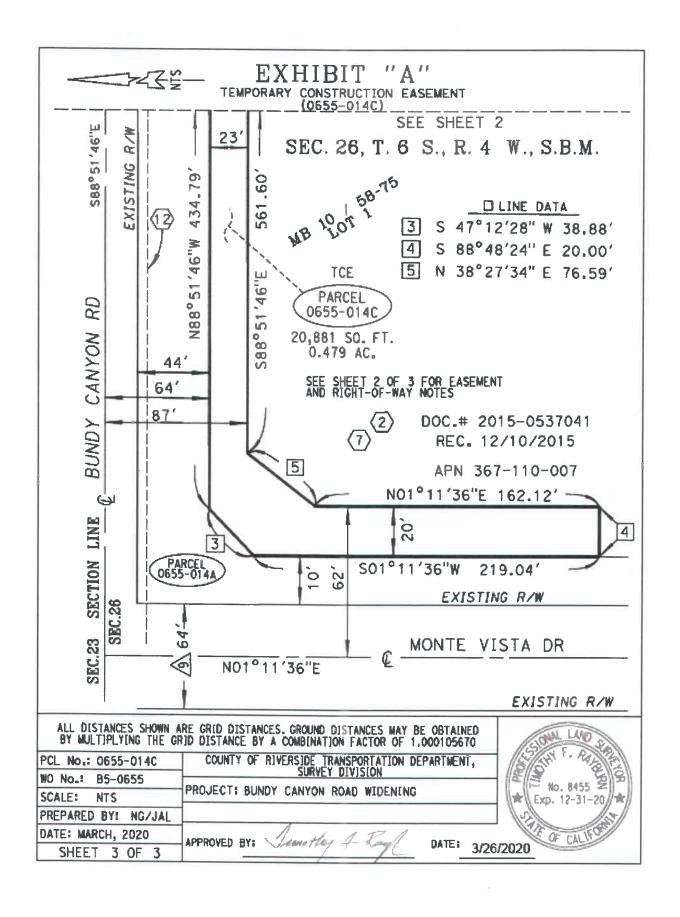


BY MULTIPLYING THE GI	RID DISTANCE BY A COMBINATION FACTOR OF 1,000105670		
PCL No.: 0655-014C	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION		
WO No.: 85-0655			
SCALE: NTS	PROJECT: BUNDY CANYON ROAD WIDENING		
PREPARED BY: NG/JAL			
DATE: MARCH, 2020	APPROVED BY: June 1/2 4- Tout DATE: 3/26/20.		
CUEET 2 OF 7	THE STATE OF THE S		

SHEET 2 OF

No. 8455 Exp. 12-31-20

OF CALIF



Recording requested by: City Clerk of the City of Wildomar

WHEN RECORDED MAIL TO: City of Wildomar 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595



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

APN 367-110-007

#### PUBLIC ROAD & UTILITY EASEMENT

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

Riverside County Flood Control and Water Conservation District, a body politic (hereinafter referred to as "Grantor"), hereby grants to City of Wildomar, a California Municipal Corporation (hereinafter referred to as "City"), an easement for public road and utility purposes, including drainage purposes, over, upon, across and within the real property in the County of Riverside, State of California, described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBITS "A" AND "B" AND MADE A PART HEREOF:

GRANTOR:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic

Karen S. Spiegel

Date: DEC

DEC 1 5 2020

By:

KAREN SPIEGEL, Chairwoman of the Board of Supervisors of the Riverside County Flood Control and

Water Conservation District

ATTEST:

KECIA R. HARPER Clerk of the Board of Supervisors

By: Yellar

DEC 15 2020 11.11

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

STATE OF CALIFORNIA)

)ss

COUNTY OF RIVERSIDE)

On <u>Pecenter 15</u>, 2020, before me, <u>Prucula Rasso</u>, Board Assistant, personally appeared Karen Spiegel, Chairwoman of the Board of Supervisors of the Flood Control and Water Conservation District, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

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

WITNESS my hand and official seal

KECIA R. HARPER Clerk of the Board of Supervisors

Deputy

(Seal)

# CERTIFICATE OF ACCEPTANCE

(California Government Code Section 27281)

Easement dated as of, 2020	y conveyed by that certain Public Road & Utility of from Riverside County Flood Control and Water order of the City Council of the City of Wildomar on ecordation thereof by its duly authorized officer.
	Dated:, 2020
	By: DAN YORK City Engineer/Assistant City Manager

ATTEST:

#### EXHIBIT "A" LEGAL DESCRIPTION 0655-014A

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED DECEMBER 10, 2015 AS DOCUMENT NUMBER 2015-0537041, OFFICIAL RECORDS OF THE RECORDER RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN LOT 1 OF "SEDCO TRACT NO. 1" AS SHOWN BY A MAP ON FILE IN BOOK 10, PAGE 58 THROUGH 75, INCLUSIVE, OF MAPS, SAID OFFICIAL RECORDS, LYING WITHIN THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 1, BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BUNDY CANYON ROAD (20,00 FOOT SOUTHERLY HALF-WIDTH) AS SHOWN BY SAID "SEDCO TRACT NO.1" MAP:

THENCE SOUTH 01°11'20" WEST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 34.99 FEET TO A LINE PARALLEL WITH AND DISTANT 54.99 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF SAID BUNDY CANYON ROAD:

THENCE NORTH 88\*51'46" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 43.96 FEET;

THENCE SOUTH 86°53'22" WEST, A DISTANCE OF 121.59 FEET TO A LINE PARALLEL WITH AND DISTANT 64.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF BUNDY CANYON ROAD;

THENCE NORTH 88°51'46" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 434.79 FEET:

THENCE SOUTH 47°12'28" WEST, A DISTANCE OF 38.88 FEET TO A LINE PARALLEL WITH AND DISTANT 42.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE MONTE VISTA DRIVE (32.00 FOOT EASTERLY HALF-WIDTH) AS DESCRIBED BY RELINQUISHMENT RECORDED DECEMBER 2, 1982, AS INSTRUMENT NUMBER 209013, SAID OFFICIAL RECORDS:

THENCE SOUTH 01°11'36" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 569.96 FEET TO THE SOUTHERLY LINE OF SAID LOT 1:

THENCE NORTH 88°51'46" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 10.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID MONTE VISTA DRIVE:

PAGE 1 OF 2

# EXHIBIT "A" LEGAL DESCRIPTION 0655-014A

THENCE NORTH 01°11'36" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 640.93 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF BUNDY CANYON ROAD:

THENCE SOUTH 88°51'46" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 637.97 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 33,476 SQUARE FEET OR 0.768 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000105670 TO OBTAIN GROUND DISTANCE.

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

PREPARED UNDER MY SUPERVISION:

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

3/26/2020

DATED:



