

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



ITEM: 14.1
(ID # 29950)

MEETING DATE:

Tuesday, March 03, 2026

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2026-13, Authorization to Convey Fee Simple Interest in Real Property Within a Portion of Assessor's Parcel Number 169-290-004, Referenced as RCFC Parcel Number 1090-1, to the County of Riverside, on behalf of its Transportation Department, by Grant Deed, Bly Channel, Project No. 1-0-00090, CEQA Exempt Pursuant the CEQA Guidelines Sections 15312 and 15061(b)(3), District 2. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the authorization to convey fee simple interest as described in Resolution No. F2026-13 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15312, "Sales of surplus government property," and 15061(b)(3), the "Common Sense" exemption;
2. Adopt Resolution No. F2026-13, Authorization to Convey Fee Simple Interest in Real Property Within a Portion Assessor's Parcel Number ("APN") 169-290-004, Referenced as RCFC Parcel Number 1090-1, to the County of Riverside, on behalf of its Transportation Department, by Grant Deed, Bly Channel, Project No. 1-0-00090;
3. Approve the Conveyance Agreement ("Agreement") and Authorize the Chair of the Riverside County Flood Control and Water Conservation District's ("District") Board of Supervisors ("Board") to execute the Agreement on behalf of the District;
4. Authorize the Chair of the District's Board to execute the Grant Deed in favor of the County; and
5. Authorize the General Manager-Chief Engineer or his designee to execute any other related documents and administer all actions necessary to complete this transaction.

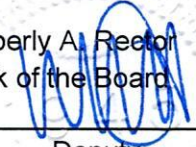
ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 2/11/2026

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Medina, seconded by Supervisor Gutierrez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Perez, and Gutierrez
Nays: None
Absent: Washington
Date: March 3, 2026
xc: Flood

Kimberly A. Reator
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	2025/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The District owns fee title interest in real property located in the County of Riverside identified as APN 169-290-004 ("Property"), referenced as RCFC Parcel Number 1090-1. The Property is in the city of Jurupa Valley, County of Riverside, also known as Bly Channel.

The District intends to convey a portion of the Property in fee ("Subject Property") to the County of Riverside, on behalf of its Transportation Department ("County"), and reserve a perpetual non-exclusive easement for rights to operate and maintain the District's existing open channel within RCFC Parcel Number 1091-1 having an approximate width of 104 feet in which the open channel is intended to be replaced by the County with an underground reinforced concrete box ("RCB"), including the use, repair, reconstruction and inspection thereof, and including rights of ingress and egress thereto, over, under and across that portion of APN 169-290-004 ("Easement Area"). Once the channel is converted to RCB by the County, said underground facility will be subject to formal approval and acceptance by the District. After which, the newly constructed RCB will become the District's responsibility to operate and maintain.

Pursuant to the California Water Code Appendix, Ch 48, Section 9, the District's Board has the power to convey an interest in real property which it owns when necessary or convenient to the full exercise of its powers, and District staff has evaluated and determined that the conveyance of the fee simple interest does not interfere with the use of the Property by the District and is no longer necessary to be retained for the uses and purposes thereof and may thereafter sell or otherwise dispose of said Property or lease the same.

The Subject Property is exempt surplus land under the California Surplus Land Act ("SLA"), pursuant to California Government Code Section 54221(f)(1)(D) because the Subject Property is being transferred to another local, state or federal agency or federally recognized California Indian Tribe for the transferee agency's use.

Pursuant to the SLA Guidelines Section 400(e), local agencies that determine that property is exempt from the SLA must support such determination with written findings and shall provide a copy of the written determination to the California Department of Housing and Community Development ("HCD") at least thirty (30) days prior to disposition.

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

On January 27, 2026, this Board adopted Resolution No. F2026-01, declaring the Subject Property as exempt surplus land and providing notice of its intention to convey the Subject Property to the County. The District provided Resolution No. F2026-01 to HCD on January 6, 2026, and on February 3, 2026 HCD notified the District that its declaration of the Subject Property as exempt surplus land complied with the SLA.

Environmental Findings

Pursuant to the CEQA Guidelines Section 15312, establishes the Property is not located in an area of statewide, regional or areawide concern; does not have significant value for wildlife habitat or other environmental resources; the use of the Property and adjacent property has not changed since the time of purchase by the District; and the Property is of such size that is incapable of independent development or use. Additionally, the Property is exempt under the "Common Sense" exemption pursuant to the CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that this conveyance will not have a significant effect on the environment.

Resolution No. F2026-13 and the Agreement have been approved as to form by County Counsel.

Impact on Residents and Businesses

None.

Financial Information

All costs shall be borne by the District.

ATTACHMENTS:

1. Resolution No. F2026-13
2. Conveyance Agreement
3. Grant Deed
4. Vicinity Map

P8/267312

YKW:rlp


Douglas Cordonez Jr. 2/25/2026


Aaron Gettis, Chief Deputy County Counsel 2/18/2026

BOARD OF SUPERVISORS

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

RESOLUTION NO. F2026-13

AUTHORIZATION TO CONVEY FEE SIMPLE INTEREST IN REAL PROPERTY WITHIN A PORTION OF ASSESSOR'S PARCEL NUMBER 169-290-004, REFERENCED AS RCFC PARCEL NUMBER 1090-1, TO THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS TRANSPORTATION DEPARTMENT, BY GRANT DEED, BLY CHANNEL, PROJECT NO. 1-0-00090

WHEREAS, the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("District"), owns fee simple interest in real property located in the County of Riverside identified as Assessor's Parcel Number ("APN") 169-290-004 ("Property"), referenced as RCFC Parcel Number 1090-1, located in the city of Jurupa Valley, County of Riverside, also known as Bly Channel; and

WHEREAS, the District intends to convey to the County of Riverside, on behalf of its Transportation Department ("County"), a portion of the Property in fee ("Subject Property") and reserve a perpetual non-exclusive easement for rights to operate and maintain the District's existing open channel within RCFC Parcel Number 1090-1 having an approximate width of 104 feet in which the open channel is intended to be replaced by the County with an underground reinforced concrete box ("RCB"), including the use, repair, reconstruction and inspection thereof, and including rights of ingress and egress thereto, over, under and across that portion of APN 169-290-004 ("Easement Area"); once the open channel is converted to RCB by the County, said underground facility will be subject to formal approval and acceptance by the District, after which the newly constructed RCB will become the District's responsibility to operate and maintain; and

WHEREAS, on January 27, 2026, the District's Board of Supervisors ("Board") adopted Resolution No. F2026-01, declaring the Subject Property as exempt surplus land and providing notice of its intention to convey the Subject Property to the County; and

WHEREAS, the Subject Property is exempt under the California Surplus Land Act ("SLA") pursuant to California Government Code, Section 54221(f)(1)(D) because the Subject Property is being transferred to another local, state or federal agency or federally recognized California Indian Tribe for the transferee agency's use; and

FORM APPROVED COUNTY COUNSEL
BY Ryan Yabko DATE 2/18/26

MAR 03 2026 14.1

1 **WHEREAS**, the District provided Resolution No. F2026-01 to the Department of Housing
2 Community Development ("HCD") on January 6, 2026, and on February 3, 2026 HCD notified
3 the District that its declaration of the Subject Property as exempt surplus land complied with the
4 SLA; and

5 **WHEREAS**, pursuant to the California Water Code Appendix, Ch. 48, Section 9, the
6 District's Board has the power to convey an interest in real property which it owns when necessary
7 or convenient to the full exercise of its powers, and District staff has evaluated and determined
8 that the conveyance of the fee simple interest does not interfere with the use of the Property by the
9 District and there will be an easement area reserved in perpetuity; and

10 **WHEREAS**, pursuant to the California Environmental Quality Act ("CEQA") Guidelines
11 Section 15312, Surplus Government Property Sales, the Subject Property is not located in an area
12 statewide, regional or area-wide concern, does not have significant value for wildlife habitat or
13 other environmental resources, the use of the Subject Property and adjacent property has not
14 changed since the time of purchase by the District and the Subject Property is of such size that it
15 is incapable of independent development or use. Additionally, the Subject Property is exempt
16 pursuant to CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption, because it
17 can be seen with certainty that the conveyance will not result in a significant effect on the
18 environment.

19 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED** by the
20 District's Board, in regular session assembled on or after March 3, 2026, at 9:30 a.m. or soon
21 thereafter, in the meeting room of the District's Board, located on the 1st Floor of the County
22 Administrative Center, 4080 Lemon Street, Riverside, California, that this Board finds that the
23 environmental impacts of the project have been sufficiently assessed and it has been determined
24 that the activity in question qualifies for the "Class 12" categorical exemption pursuant to the
25 CEQA Guidelines Section 15312, and the sale is also consistent with the "Common Sense"
26 exemption pursuant to the CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty
27 that this conveyance will not have a significant effect on the environment because the District is
28 merely relinquishing and transferring fee title to another public agency for the same use.

1 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the District's
2 Board has evaluated and determined that the conveyance to the County will not
3 interfere with the use of the Property for the District's intended purposes and
4 authorizes the conveyance of the fee simple interest with reservation of easement to the
5 County by Grant Deed as described in Exhibit "A-1" and depicted in Exhibit "A-2".

6 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Chair of
7 the District's Board approves the Conveyance Agreement and is authorized to execute the
8 Grant Deed in favor of the County on behalf of the District

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

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4 RESOLUTION NO. F2026-13

5 AUTHORIZING TO CONVEY FEE SIMPLE INTEREST IN REAL PROPERTY WITHIN
6 A PORTION OF ASSESSOR'S PARCEL NUMBER 169-290-004, REFERENCED AS RCRC
7 PARCEL NUMBER 1090-1, TO THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS
8 TRANSPORTATION DEPARTMENT, BY GRANT DEED,
9 BLY CHANNEL, PROJECT NO. 1-0-00090

10 ROLL CALL:

11 Ayes: Medina, Spiegel, Perez, and Gutierrez

12 Nays: None

13 Absent: Washington

14 Abstain: None

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

17
18 KIMBERLY A. RECTOR, Clerk of said Board

19
20 By:  _____

21 Deputy

EXHIBIT "A-1"

EXHIBIT "A-1"
LEGAL DESCRIPTION
0060-023A
UP PID: 0804107 / REFERENCE: "THIRD CLOSING"

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "PARCEL 1090-1" BY DEED RECORDED SEPTEMBER 13, 1963 IN DEED BOOK 3485, PAGES 474 THROUGH 476, INCLUSIVE, AS INSTRUMENT NUMBER 96301, AND AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 34 OF RECORDS OF SURVEY, PAGE 41, BOTH OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 14, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF JURUPA ROAD AND THE CENTERLINE OF FELSPAR STREET AS SHOWN BY SAID RECORD OF SURVEY;

THENCE NORTH 74°39'49" EAST ALONG SAID CENTERLINE OF JURUPA ROAD, A DISTANCE OF 686.54 FEET TO THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID "PARCEL 1090-1";

THENCE LEAVING SAID CENTERLINE, SOUTH 00°37'49" WEST ALONG SAID NORTHERLY PROLONGATION, A DISTANCE OF 52.00 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL "1090-1", BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID JURUPA ROAD (50.00 FOOT SOUTHERLY HALF-WIDTH) PURSUANT TO RIGHT-OF-WAY VACATION RECORDED APRIL 19, 1911 BY SUPERVISORS' MINUTES BOOK 674, VOLUME 11, PAGE 211 AND ROAD RECORD BOOK 1, PAGE 403, SAID OFFICIAL RECORDS AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 00°37'49" WEST ALONG THE EASTERLY LINE OF SAID PARCEL "1090-1", A DISTANCE OF 7.45 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 64°02'41" WEST, A DISTANCE OF 115.93 FEET TO THE WESTERLY LINE OF SAID PARCEL "1090-1";

THENCE NORTH 06°54'41" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 30.82 FEET RETURNING TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF JURUPA ROAD (50.00 FOOT SOUTHERLY HALF-WIDTH);

THENCE NORTH 74°39'49" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 104.33 FEET TO THE **TRUE POINT OF BEGINNING**;

PARCEL CONTAINS 1,874 SQUARE FEET, OR 0.043 ACRES MORE OR LESS.

EXHIBIT "A-1"
LEGAL DESCRIPTION
0060-023A
UP PID: 0804107 / REFERENCE: "THIRD CLOSING"

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.00000791 TO OBTAIN GROUND DISTANCE.

SEE EXHIBIT "A-2" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.

PREPARED UNDER MY SUPERVISION:



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

9/29/2025

DATED:



EXHIBIT "A-2"

UP PID: 0804107 /
 REFERENCE: "THIRD CLOSING"

EXHIBIT "A-2"

(0060-023A)

LINE DATA

- 1 S 00°37'49" W 52.00'
- 2 S 00°37'49" W 7.45'
- 3 S 64°02'41" W 115.93'
- 4 N 06°54'41" E 30.82'
- 5 N 74°39'49" E 104.33'

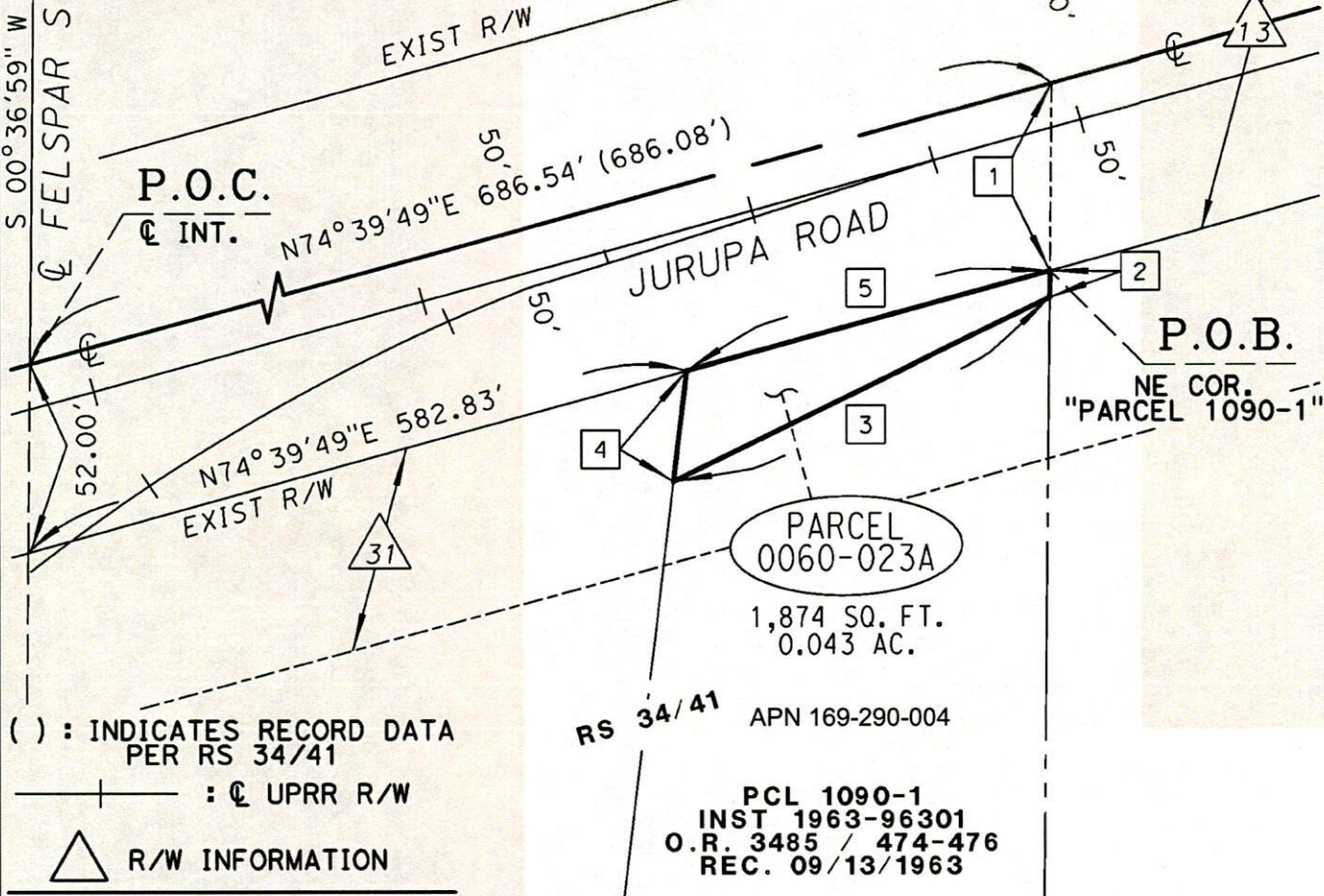
S 00°36'59" W
 FELSPAR STREET

RS 45/6-8

"PCL 1090-3"

PCL 1090-4

NTS



() : INDICATES RECORD DATA PER RS 34/41

—+— : ϕ UPRR R/W

\triangle R/W INFORMATION

$\triangle 13$ R/W PER SB MB RECORDED 03/01/1890

$\triangle 31$ VACATION OF THE SOUTHERLY 50' OF A 150' R/W OF JURUPA PER SUPERVISORS MINUTES 674 VOL. 11 PAGE 211 & ROAD RECORD 1-403, RECORDED 04/19/1911

PARCEL 0060-023A
 1,874 SQ. FT.
 0.043 AC.
 RS 34/41 APN 169-290-004
 PCL 1090-1
 INST 1963-96301
 O.R. 3485 / 474-476
 REC. 09/13/1963

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.00000791

PCL No.: 0060-023A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: C8-0060	
SCALE: NTS	PROJECT: JURUPA ROAD GRADE SEPARATION
PREPARED BY: N. LEWIS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
DATE: SEPTEMBER, 2021	APPROVED BY: <i>Timothy F Rayburn</i> DATE: 9/29/2025
SHEET 1 OF 1	



Project: Bly Channel
Project No. 1-0-00090
APN 169-290-004 (portion)
RCFC Parcel No. 1090-1 (portion)
COUNTY Parcel No. 0060-023A

Conveyance of Fee Simple Title with Easement Reservation Agreement

This Conveyance of Fee Simple Title, with Easement Reservation Agreement ("Agreement") is hereby made between the **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic** (hereinafter called "GRANTOR or DISTRICT"), and the **COUNTY OF RIVERSIDE, on behalf of the Transportation Department, a political subdivision of the State of California** (hereinafter called "GRANTEE" or "COUNTY"). DISTRICT hereby grants and conveys to GRANTEE a fee simple title, reserving an easement interest in that certain real property in the city of Jurupa Valley, County of Riverside, State of California, described and depicted in Exhibit "A", attached hereto and made a part hereof. DISTRICT and GRANTEE are sometimes collectively referred to as the "Parties".

RECITALS

- A. GRANTOR is the owner of certain real property located in city of Jurupa Valley, County of Riverside, State of California, consisting of approximately 135,036 sq. ft. (3.1 acres) commonly known as Assessor's Parcel Number ("APN") 169-290-004 ("PROPERTY"), also known as "RCFC Parcel No. 1090-1."
- B. GRANTOR desires to convey and GRANTEE desires to acquire fee simple title to a portion of the Property consisting of approximately 1,874 square feet (0.043 acre) (Fee Parcel) reserving unto DISTRICT an easement for rights to operate and maintain existing open channel, rights of ingress and egress thereto, over, under and across the Fee Parcel legally described and depicted in Exhibit "A" attached hereto and incorporated herein by reference ("Easement Area"). Said section of land being approximately 104 feet in width, currently contains an open channel which is intended to be replaced by GRANTEE with an underground reinforced concrete box ("RCB"). The Fee Simple Title Conveyance / Easement Reservation Area shall hereinafter be referred to as "COUNTY" Parcel No. 0060-023A".
- C. GRANTOR and GRANTEE agree that all rights in the Property will be conveyed under the Grant Deed and subject to the terms, conditions, rights and obligations set forth in Exhibit B, attached to this Agreement and incorporated by reference.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, DISTRICT and GRANTEE agree and acknowledge that the following shall apply to the conveyance of Fee Simple Title with Easement Reservation:

- 1. Rights Granted. The Fee Parcel shall be conveyed in fee simple title to COUNTY and shall

hereinafter be referred to as COUNTY Parcel No. 0060-023A. Notwithstanding such conveyance DISTRICT, together with its employees, contractors, suppliers and consultants and parties acting on its behalf or under its direction shall reserve easement rights including the continuing right of ingress and egress to, from, over, under and across the Easement Area for the purposes of operating and maintaining the existing open channel and for using, repairing, reconstructing and inspecting the RCB once constructed by GRANTEE. These rights are expressly reserved to the DISTRICT under this Agreement with the COUNTY and shall be exercised in accordance with the terms, conditions, rights and obligations set forth in Exhibit "B."

Notices shall be sent to:

GRANTEE: County of Riverside - Transportation Department
 Attention: Cesar Tolentino, P.E.
 Real Estate Services
 3525 14th Street
 Riverside, CA 92501

DISTRICT: Riverside County Flood Control
 and Water Conservation District
 Attention: Yolanda King Wilder
 Real Estate Services
 1995 Market Street
 Riverside, CA 92501

2. Hold Harmless. GRANTEE agrees to indemnify, defend (by Counsel satisfactory to District) and hold harmless DISTRICT, its successors and assigns (hereinafter known as "Grantor Parties") to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages, costs and expenses (including, without limitation, any fines, penalties, judgements, litigation expenses and expert fees) that are incurred by or asserted against DISTRICT and/or Grantor Parties arising out of or connected in any manner with (i) the acts or omissions to act of GRANTEE in connection with the design, construction, operation and repair of GRANTEE's improvements upon the Easement Area or arising from the presence or performance of activities by GRANTEE with respect to the Easement Area or any portion thereof, (ii) bodily injury to or death of any person (including employees of DISTRICT and/or Grantor Parties) or damage to or loss of use of property resulting from such acts or omissions of GRANTEE or (iii) non-performance or breach by GRANTEE of any terms, conditions, rights and obligations of the Grant Deed attached in Exhibit "B".

Should any acts or omissions of both the GRANTEE and GRANTOR contribute to the injury or damage, then their responsibility for the injury or damage will be divided between them in proportion to their respective contributions to the injury or damage.

3. Agreement. This Agreement is the result of negotiations between the Parties hereto and is intended by the Parties as a final expression of their understanding with respect to the matters herein. It constitutes a complete and exclusive statement of the terms and conditions governing the transaction, including those set forth in the Grant Deed attached hereto as Exhibit "B". The Grant Deed includes all applicable terms, conditions, easement

rights, obligations and limitations agreed upon by the Parties. This Agreement supersedes any and all prior agreements or understandings, oral or written, relating to the subject matter hereof. No provision contained herein shall be construed against the District solely by reason of its role in drafting or preparing this Agreement.

4. Modifications in Writing. This Agreement shall not be changed, modified or amended except upon the written consent of the Parties hereto.
5. Successors and Assigns. GRANTOR, its assigns and successors in interest shall be bound by all the terms and conditions contained in this Agreement and all the Parties thereto shall be jointly and severally liable thereunder.
6. Titles and Headings. Titles and headings to articles, paragraphs or subparagraphs herein are for the purpose of convenience and reference only and shall in no way limit, define or otherwise affect the provisions of this Agreement.

This Agreement may be signed in counterpart or duplicate copies and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes. No obligation other than those set forth herein will be required.

(SIGNATURES ON NEXT PAGE)

SELLER:

RECOMMENDED FOR APPROVAL:

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

By Karen S. Spiegel
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By [Signature]
RYAN YABKO
Deputy County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By [Signature]
Deputy

GRANTEE:

**COUNTY OF RIVERSIDE, a political
Subdivision of the State of California**

Date: MAR 03 2026

By [Signature]
Dennis Acuna, P.E., T.E., Director
Transportation Department

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By [Signature]
STEPHANIE NELSON
Deputy County Counsel

Project: Bly Channel
Project No. 1-0-00090
APN 169-290-004 (portion)
RCFC Parcel No. 1090-1 (portion)
COUNTY Parcel No. 0060-23A

**PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

Recorder
P.O. Box 751
(951) 486-7000

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION FOR SEAL for the Riverside County Flood Control and Water Conservation District (EMBOSSSED ON DOCUMENT)

RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

1945

CALIFORNIA

Date: 03/03/2026

Signature: _____

Print Name: Whitney Mayo, Clerk of Board Assistant

EXHIBIT "A"

LEGAL DESCRIPTION AND DEPICTION

EXHIBIT "A-1"
LEGAL DESCRIPTION
0060-023A
UP PID: 0804107 / REFERENCE: "THIRD CLOSING"

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "PARCEL 1090-1" BY DEED RECORDED SEPTEMBER 13, 1963 IN DEED BOOK 3485, PAGES 474 THROUGH 476, INCLUSIVE, AS INSTRUMENT NUMBER 96301, AND AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 34 OF RECORDS OF SURVEY, PAGE 41, BOTH OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 14, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF JURUPA ROAD AND THE CENTERLINE OF FELSPAR STREET AS SHOWN BY SAID RECORD OF SURVEY;

THENCE NORTH 74°39'49" EAST ALONG SAID CENTERLINE OF JURUPA ROAD, A DISTANCE OF 686.54 FEET TO THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID "PARCEL 1090-1";

THENCE LEAVING SAID CENTERLINE, SOUTH 00°37'49" WEST ALONG SAID NORTHERLY PROLONGATION, A DISTANCE OF 52.00 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL "1090-1", BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID JURUPA ROAD (50.00 FOOT SOUTHERLY HALF-WIDTH) PURSUANT TO RIGHT-OF-WAY VACATION RECORDED APRIL 19, 1911 BY SUPERVISORS' MINUTES BOOK 674, VOLUME 11, PAGE 211 AND ROAD RECORD BOOK 1, PAGE 403, SAID OFFICIAL RECORDS AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 00°37'49" WEST ALONG THE EASTERLY LINE OF SAID PARCEL "1090-1", A DISTANCE OF 7.45 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 64°02'41" WEST, A DISTANCE OF 115.93 FEET TO THE WESTERLY LINE OF SAID PARCEL "1090-1";

THENCE NORTH 06°54'41" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 30.82 FEET RETURNING TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF JURUPA ROAD (50.00 FOOT SOUTHERLY HALF-WIDTH);

THENCE NORTH 74°39'49" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 104.33 FEET TO THE **TRUE POINT OF BEGINNING**;

PARCEL CONTAINS 1,874 SQUARE FEET, OR 0.043 ACRES MORE OR LESS.

EXHIBIT "A-1"
LEGAL DESCRIPTION
0060-023A
UP PID: 0804107 / REFERENCE: "THIRD CLOSING"

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.00000791 TO OBTAIN GROUND DISTANCE.

SEE EXHIBIT "A-2" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.

PREPARED UNDER MY SUPERVISION:



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

9/29/2025

DATED:



UP PID: 0804107 /
 REFERENCE: "THIRD CLOSING"

EXHIBIT "A-2"

(0060-023A) "PCL 1090-5"

LINE DATA

- 1 S 00°37'49" W 52.00'
- 2 S 00°37'49" W 7.45'
- 3 S 64°02'41" W 115.93'
- 4 N 06°54'41" E 30.82'
- 5 N 74°39'49" E 104.33'

RS 45/6-8

"PCL 1090-3"

PCL 1090-4

NTS

S 00°36'59" W
 FELSPAR STREET

EXIST R/W

P.O.C.

☉ INT.

N74°39'49"E 686.54' (686.08')

JURUPA ROAD

P.O.B.

NE COR.
 "PARCEL 1090-1"

N74°39'49"E 582.83'

EXIST R/W

PARCEL
 0060-023A

1,874 SQ. FT.
 0.043 AC.

RS 34/41

APN 169-290-004

PCL 1090-1
 INST 1963-96301
 O.R. 3485 / 474-476
 REC. 09/13/1963

() : INDICATES RECORD DATA
 PER RS 34/41

☉ : ☉ UPRR R/W

△ R/W INFORMATION

△13 R/W PER SB MB RECORDED 03/01/1890

△31 VACATION OF THE SOUTHERLY 50' OF A 150' R/W OF JURUPA
 PER SUPERVISORS MINUTES 674 VOL. 11 PAGE 211 & ROAD
 RECORD 1-403, RECORDED 04/19/1911

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED
 BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.00000791

PCL No.: 0060-023A

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
 SURVEY DIVISION

WO No.: C8-0060

PROJECT: JURUPA ROAD GRADE SEPARATION

SCALE: NTS

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

PREPARED BY: N. LEWIS

DATE: SEPTEMBER, 2021

APPROVED BY:

Timothy F. Rayburn

DATE: 9/29/2025

SHEET 1 OF 1



EXHIBIT "B"

GRANT DEED

263401

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

NO FEE (GOV. CODE 6103)

Bly Channel
Project No. 1-0-00090
APN: 169-290-004 (portion)
Project: Jurupa Road Grade Separation
Parcel No. 0060-023A

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("District")**, hereby grants and conveys to, the **COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Grantee")**, subject to the terms and conditions set forth below, all of its rights, title and interest to that certain real property ("Property") situated in the city of Jurupa Valley, County of Riverside, State of California, described in Exhibit "A-1" attached hereto and made a part hereof, subject to the permitted encumbrances described on Exhibit "A-2" attached ("Permitted Encumbrances").

THE PROPERTY IS CONVEYED TO GRANTEE RESERVING unto and for the District:

A perpetual, non-exclusive easement for rights to operate and maintain District's existing open channel within RCFC Parcel 1090-1, in its location existing as of the date of this Grant Deed and having an approximate width of 104 feet which open channel is intended to be replaced by Grantee with an underground Reinforced Concrete Box ("RCB"), as shown on Drawing 1-0746, including the use, repair, reconstruction and inspection thereof, and including rights of ingress and egress thereto, over, under and across such property, hereinafter referred to as "Easement Area".

Once the open channel is converted to an underground RCB by Grantee, said underground facility will be subject to formal approval and acceptance by District, after which, the newly constructed RCB will become District's responsibility to operate and maintain.

District, at District's sole expense, shall maintain the RCB in a safe condition and shall perform all maintenance in such a manner that will not unreasonably impair or impede Grantee's use of the surface area of the Easement Area. In case of an emergency, District shall have immediate access to the Easement Area to maintain, repair, modify or reinstall the RCB, provided District provides Grantee with notice as soon as possible after access. If any portion of the Easement Area, including fixtures, suffers any damage by reason of the use of the Easement Area by District or District's employees or contractors, District shall, at its own cost and expense, repair all such damage and restore the Easement Area to as good a condition as before such cause of damage occurred. Any work performed or caused to be performed by District within the Easement Area shall be done in accordance with all applicable rules, laws and regulations. Prior to Grantee's construction of surface improvements within the Easement Area, District and Grantee shall reasonably agree on a set of plans and specifications ("Plans") for the work to be performed and the resulting structures and/or

improvements to be placed over the Easement Area after completion of the covered underground RCB. Except for such work contained within the Plans, no work amounting to a material deviation from the Plans shall be performed within the Easement Area without District's approval, and such approval shall not be unreasonably withheld.

If the open channel or the underground RCB suffers any damage by reason of Grantee's or Grantee's employees' or contractors' conduct or use of the Easement Area, Grantee shall indemnify and reimburse District for all damages, costs and expense relating to such damage, including all costs to repair all such damage and restore the open channel or the underground RCB, as case may be, to as good condition as before such cause of damage occurred.

If any portion of Grantee's improvements upon the Property suffer damage by reason of District's or District's employees' or contractors' negligent conduct during use of the Easement Area, District shall indemnify and reimburse Grantee for all damages, costs and expense relating to such damage, including all costs to repair all such damage and restore Grantee's improvements to as good a condition as before such cause of damage occurs.

Grantee agrees to indemnify, defend (by Counsel satisfactory to District) and hold harmless District, its successors and assigns (hereinafter known as "Grantor Parties") to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages, costs and expenses (including, without limitation, any fines, penalties, judgements, litigation expenses and expert fees) that are incurred by or asserted against District and/or Grantor Parties arising out of or connected in any manner with (i) the acts or omissions to act of Grantee in connection with the design, construction, operation and repair of Grantee's improvements upon the Easement Area or arising from the presence or performance of activities by Grantee with respect to the Easement Area or any portion thereof (ii) bodily injury to or death of any person (including employees of District and/or Grantor Parties) or damage to or loss of use of property resulting from such acts or omissions of Grantee or (iii) non-performance or breach by Grantee of any term or condition of this Grant Deed.

Should any acts or omissions of both the Grantee and Grantor contribute to the injury or damage, then their responsibility for the injury or damage will be divided between them in proportion to their respective contributions to the injury or damage.

Notwithstanding anything to the contrary herein, District hereby acknowledges that Grantee intends to subsequently convey the Property to Union Pacific Railroad Company, a Delaware corporation ("UP"), for railroad operations. From and after such date as Grantee (or UP, as case may be) notifies District in writing that the Property or any portion thereof comprising the Easement Area has been conveyed to UP, District shall thereafter have no right to enter upon the Property (including, without limitation, the Easement Area) without entering into UP's then current form of Contractor's Right Of Entry Agreement ("CROE") provided, however, that in emergency situations, the District shall have the right to enter upon the Property (and the Easement Area) prior to requesting a CROE and thereafter shall notify UP and execute the applicable CROE as soon as possible. Any maintenance required to be performed by the District with respect to the underground RCB within the Easement Area pursuant to this Grant Deed shall be performed to UP's then-current standards. In the event the District fails to perform its maintenance obligations hereunder, such maintenance obligations may be performed by UP, at UP's election and without obligation to do so, after receipt by the District of written notice of UP's intent to perform such maintenance obligations. All expenses incurred by UP to perform any of the District's maintenance obligations hereunder shall be paid promptly to UP upon written demand therefor (along with reasonable backup). The rights, obligations and limitations contained in this paragraph shall continue in full force and effect for so long as the Property or any portion thereof comprising the Easement Area is being used for railroad purposes.

263401

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

COPY

NO FEE (GOV. CODE 6103)

Bly Channel
Project No. 1-0-00090
APN: 169-290-004 (portion)
Project: Jurupa Road Grade Separation
Parcel No. 0060-023A

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("District")**, hereby grants and conveys to, the **COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Grantee")**, subject to the terms and conditions set forth below, all of its rights, title and interest to that certain real property ("Property") situated in the city of Jurupa Valley, County of Riverside, State of California, described in Exhibit "A-1" attached hereto and made a part hereof, subject to the permitted encumbrances described on Exhibit "A-2" attached ("Permitted Encumbrances").

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Grantee agrees to indemnify, defend (by Counsel satisfactory to District) and hold harmless District, its successors and assigns (hereinafter known as "Grantor Parties") to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages, costs and expenses (including, without limitation, any fines, penalties, judgements, litigation expenses and expert fees) that are incurred by or asserted against District and/or Grantor Parties arising out of or connected in any manner with (i) the acts or omissions to act of Grantee in connection with the design, construction, operation and repair of Grantee's improvements upon the Easement Area or arising from the presence or performance of activities by Grantee with respect to the Easement Area or any portion thereof (ii) bodily injury to or death of any person (including employees of District and/or Grantor Parties) or damage to or loss of use of property resulting from such acts or omissions of Grantee or (iii) non-performance or breach by Grantee of any term or condition of this Grant Deed.

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PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
(951) 486-7000

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION FOR SEAL for the Riverside County Flood Control and Water Conservation District (EMBOSED ON DOCUMENT)

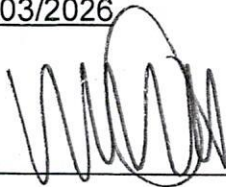
RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

1945

CALIFORNIA

Date: 03/03/2026

Signature: _____



Print Name: Whitney Mayo, Clerk of Board Assistant

EXHIBIT "A-1"
LEGAL DESCRIPTION
0060-023A
UP PID: 0804107 / REFERENCE: "THIRD CLOSING"

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "PARCEL 1090-1" BY DEED RECORDED SEPTEMBER 13, 1963 IN DEED BOOK 3485, PAGES 474 THROUGH 476, INCLUSIVE, AS INSTRUMENT NUMBER 96301, AND AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 34 OF RECORDS OF SURVEY, PAGE 41, BOTH OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 14, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF JURUPA ROAD AND THE CENTERLINE OF FELSPAR STREET AS SHOWN BY SAID RECORD OF SURVEY;

THENCE NORTH 74°39'49" EAST ALONG SAID CENTERLINE OF JURUPA ROAD, A DISTANCE OF 686.54 FEET TO THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID "PARCEL 1090-1";

THENCE LEAVING SAID CENTERLINE, SOUTH 00°37'49" WEST ALONG SAID NORTHERLY PROLONGATION, A DISTANCE OF 52.00 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL "1090-1", BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID JURUPA ROAD (50.00 FOOT SOUTHERLY HALF-WIDTH) PURSUANT TO RIGHT-OF-WAY VACATION RECORDED APRIL 19, 1911 BY SUPERVISORS' MINUTES BOOK 674, VOLUME 11, PAGE 211 AND ROAD RECORD BOOK 1, PAGE 403, SAID OFFICIAL RECORDS AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 00°37'49" WEST ALONG THE EASTERLY LINE OF SAID PARCEL "1090-1", A DISTANCE OF 7.45 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 64°02'41" WEST, A DISTANCE OF 115.93 FEET TO THE WESTERLY LINE OF SAID PARCEL "1090-1";

THENCE NORTH 06°54'41" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 30.82 FEET RETURNING TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF JURUPA ROAD (50.00 FOOT SOUTHERLY HALF-WIDTH);

THENCE NORTH 74°39'49" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 104.33 FEET TO THE **TRUE POINT OF BEGINNING**;

PARCEL CONTAINS 1,874 SQUARE FEET, OR 0.043 ACRES MORE OR LESS.

EXHIBIT "A-1"
LEGAL DESCRIPTION
0060-023A
UP PID: 0804107 / REFERENCE: "THIRD CLOSING"

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.00000791 TO OBTAIN GROUND DISTANCE.

SEE EXHIBIT "A-2" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.

PREPARED UNDER MY SUPERVISION:



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

9/29/2025

DATED:



UP PID: 0804107 /
 REFERENCE: "THIRD CLOSING"

EXHIBIT "A-2"

LINE DATA

- 1 S 00°37'49" W 52.00'
- 2 S 00°37'49" W 7.45'
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(0060-023A)

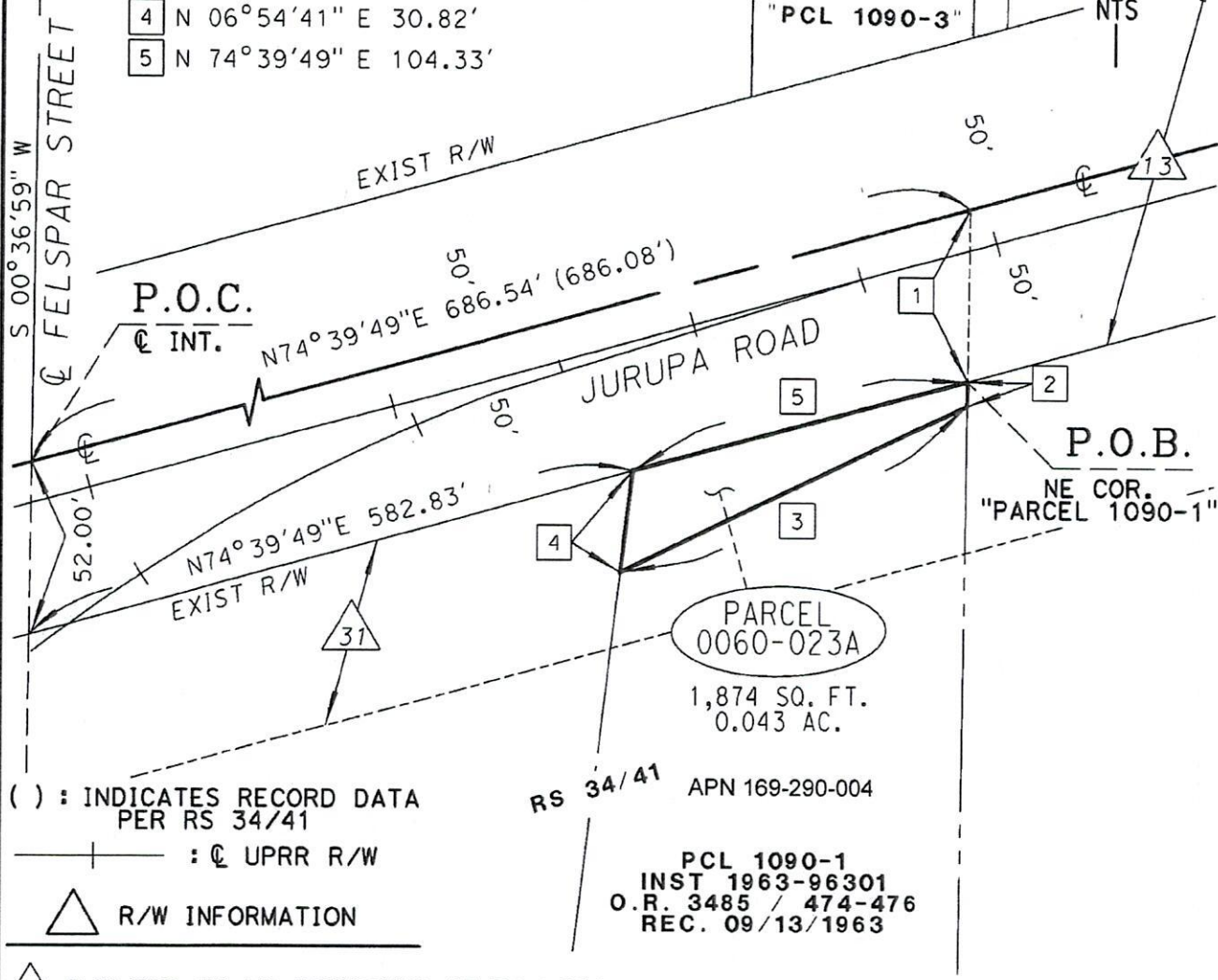
"PCL 1090-5"

PCL 1090-4

RS 45/6-8

"PCL 1090-3"

NTS



() : INDICATES RECORD DATA PER RS 34/41

—+— : \odot UPRR R/W

\triangle R/W INFORMATION

$\triangle 13$ R/W PER SB MB RECORDED 03/01/1890

$\triangle 31$ VACATION OF THE SOUTHERLY 50' OF A 150' R/W OF JURUPA PER SUPERVISORS MINUTES 674 VOL. 11 PAGE 211 & ROAD RECORD 1-403, RECORDED 04/19/1911

PARCEL 0060-023A

1,874 SQ. FT.
0.043 AC.

RS 34/41 APN 169-290-004

PCL 1090-1
 INST 1963-96301
 O.R. 3485 / 474-476
 REC. 09/13/1963

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.00000791

PCL No.: 0060-023A

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

WO No.: C8-0060

PROJECT: JURUPA ROAD GRADE SEPARATION

SCALE: NTS

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

PREPARED BY: N. LEWIS

DATE: SEPTEMBER, 2021

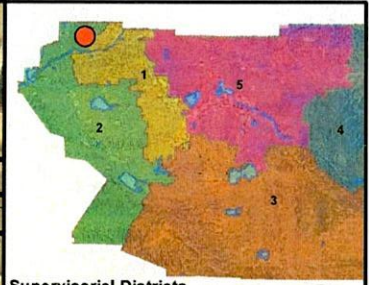
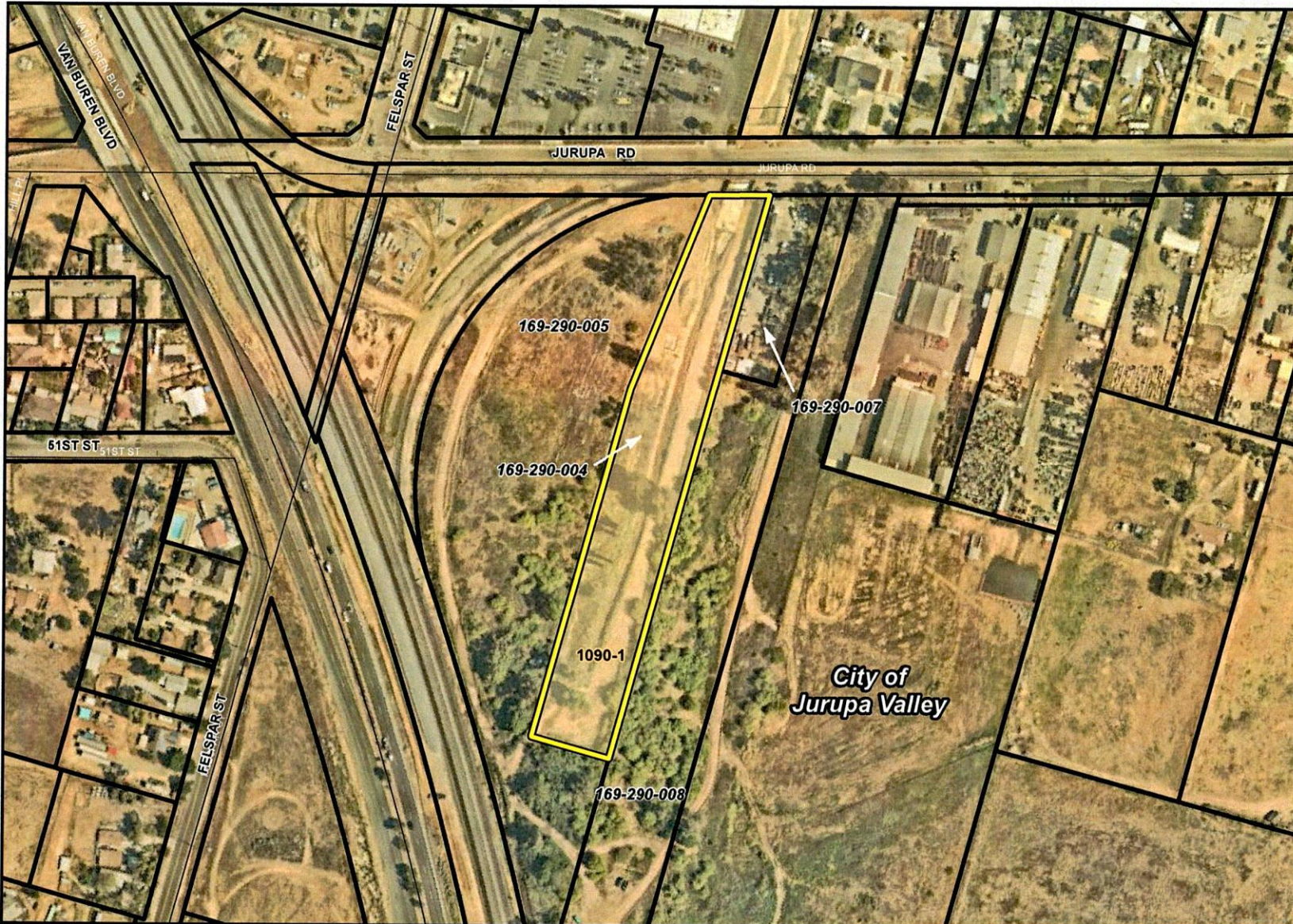
APPROVED BY:

Timothy F. Rayburn

DATE: 9/29/2025

SHEET 1 OF 1





Supervisorial Districts

Legend

-  Assessors Parcels
-  District Parcels

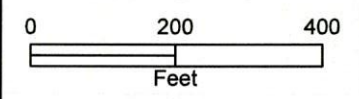
Description

BLY CHANNEL
1-0-00090

RCFC Parcel Number:
1090-1

Map Updated: October 14, 2025

Vicinity Map



RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
Subject Property APN 169-290-004

