AGREEMENT PURSUANT TO GOVERNMENT CODE SECTION 66462.5 BETWEEN SB ALTAIR, LLC, AND BROOKFIELD TEMECULA, LLC AND CITY OF TEMECULA FOR ACQUISITION OF CERTAIN REAL PROPERTY INTERESTS (RANCHO CALIFORNIA ROAD AND VINCENT MORAGA IMPROVEMENTS)

This Agreement Pursuant to Government Code Section 66462.5 BETWEEN SB ALTAIR, LLC, AND BROOKFIELD TEMECULA, LLC AND CITY OF TEMECULA FOR ACQUISITION OF CERTAIN REAL PROPERTY INTERESTS (VINCENT MORAGA IMPROVEMENTS) (the "Agreement") is entered into between SB ALTAIR, LLC, a Delaware limited liability company and BROOKFIELD TEMECULA, LLC, a Delaware limited liability company (collectively hereinafter called "Developer"), on the one hand, and the CITY OF TEMECULA, a municipal corporation ("City"), on the other hand. This Agreement is effective on the date it is fully executed (the "Effective Date"). Developer and City are sometimes jointly referred to in this Agreement as the "Parties."

In consideration of the Recitals below, the mutual covenants set forth in this Agreement, and for the further consideration described in this Agreement, the Parties agree as follows:

- 1. **Recitals.** The Parties hereto acknowledge and agree that this Agreement is made with respect to the following facts and purposes that each of the parties agrees to be true and correct.
- A. On December 12, 2017, after a duly noticed public hearing, the City Council introduced Ordinance No. 18-02 and on January 9, 2018 adopted Ordinance No. 18-02 approving the Altair Specific Plan #15 and authorizing the execution of that certain Development Agreement between the City and Temecula West Village, LLC recorded on January 30, 2018 as Document No. 2008-0036259 in the Official Records of the County of Riverside ("Development Agreement"). The approval of the development plans relating to the Altair Specific Plan and Development Agreement authorized development on approximately 270 acres generally located south and west of the intersection of Ridge Park Drive and Vincent Moraga; west of Pujol Street and Murrieta Creek and North of Santa Margarita River (collectively "Development Approvals" or "Altair Project") identified as Riverside County Tax Assessor's Parcel Numbers 922-210-049, 940-310-013, 940-310-015, 940-310-016, 940-310-044 through 9440-310-048, and 940-320-001 through 940-320-007.
- B. On December 12, 2017, after a duly noticed public hearing and pursuant to the California Environmental Quality Act ("CEQA"), the City Council adopted Resolution No. 17-86 certifying the Altair Specific Plan EIR for the Development Agreement, and approving a Statement of Overriding Considerations and a Mitigation Monitoring Report for the Development Approvals.
- C. Developer is the successor to the interests of Temecula West Village, LLC in connection with the Development Agreement on that certain real property owned by Developer and described more particularly in ATTACHMENT 1 to the Development Agreement ("Developer Property").
- D. The Development Approvals included the improvement of the Developer Property in accordance with the Altair Specific Plan #15 and the Development Agreement, including,

without limitation, grading, the construction of infrastructure and public facilities related to certain Off-Site Improvements and On-Site Improvements as defined in sections 1.44 and 1.45 of the Development Agreement, and the construction of structures and buildings and installation of landscaping.

E. To facilitate the orderly development of the Altair Project, the Development Agreement was approved subject to the construction of certain Off-Site Improvements consisting of improvements to certain portions of Vincent Moraga, Rancho California Road and Western Bypass Road. Specifically, Conditions 171, 172, 204 through 207, 211, and 212 of the Final Conditions of Approval contained a specific condition requiring Developer to construct certain Off-Site public improvements in connection with the Vincent Moraga Improvements (Project Numbers: LD23-2175) ("Vincent Moraga Improvements"):

<u>Description of Public Improvements</u>. Complete engineering design and construct full Vincent Moraga Improvements.

Condition 171. Developer, at its sole cost, shall design and improve Vincent Moraga Road to ensure that all driveways providing access from the right-of-way to adjoining properties shall be allowed for safe ingress and/or egress. Improvements may include, but not be limited to, truck deceleration, acceleration, and turn-in lanes. The improvements shall conform to the standards adopted by the City of Temecula for public roadway and rights of way consistent with the Specific Plan and the Tentative Tract Map.

Condition 172. Developer, at its sole cost, shall fund the acquisition and installation of traffic signals and related roadway and right of way improvements, when warranted. The design and installation shall conform to the standards adopted by the City of Temecula, consistent with the Specific Plan and the Tentative Tract Map.

Condition 204. Acquisition of right-of-way on the east side of Vincent Moraga between Felix Valdez and Rancho California Road and construction of the designed Western Bypass Corridor northbound right turn lane improvements within this road segment.

Condition 205. Acquisition of right-of-way on the south side of Rancho California Road between Vincent Moraga Drive and the Murrieta Creek Bridge and construction of all intersection improvements within this road segment including an additional westbound left turn lane on Rancho California Road to Vincent Moraga Drive.

Condition 206. Traffic signal and utility relocation where needed and construction of the ultimate build-out of the Rancho California Road, Diaz Road and Vincent Moraga Drive intersection.

Condition 207. Construction of the designed onsite Western Bypass Corridor Phase 1 improvements from the project's northern property line to the future Altair Vista intersection.

Condition 211. Acquisition of right-of-way on the west side of Vincent Moraga Drive between Felix Valdez and Rancho California Road and construction of the designed Western Bypass Corridor improvements within this road segment.

Condition 212. Acquisition of right-of-way on the east side and west side of Vincent Moraga Drive between Felix Valdez and Ridge Park Drive and construction of the designed Western Bypass Corridor improvements within this road segment.

- F. Satisfaction of the Vincent Moraga Improvements involves the acquisition of certain real property interests from nine parcels that are neither owned by the Developer or City (hereby referenced as "Off-site Property Interests"). The Off-site Property Interests required to satisfy the Final Conditions of Approval consist of certain real property interests more particularly described and depicted collectively on Exhibit 1, which are attached hereto and incorporated herein by this reference. Developer has negotiated the acquisition of the necessary property interests from four (4) of the parcels required for the Vincent Moraga Improvements.
- G. Pursuant to California Government Code Section 66462.5, when a condition of a subdivision map approval or a development agreement requires the installation or construction of improvements on off-site property not owned or controlled by a developer, and title cannot be obtained by negotiated purchase, a city is required to commence proceedings to acquire off-site property by eminent domain or such off-site improvement conditions will be waived. Pursuant to said Section 66462.5, a city and a developer may enter into an agreement to allocate the costs and responsibilities for acquisition of such off-site property.
- H. Developer has requested that City acquire the Off-site Property Interests pursuant to Government Code Section 66462.5 or waive such conditions.
- I. Developer has provided credible evidence that Developer has made a good faith effort to acquire the Off-site Property Interests but has been unable to do so by negotiated purchase.
- J. City is authorized to acquire property by eminent domain for public use, namely for public street purposes and all uses necessary or convenient thereto, pursuant to Section 19 of Article 1 of the California Constitution, Government Code Sections 37350, 37350.5, 37351, 37353, 40401, and 40404, Code of Civil Procedure Section 1230.010 *et seq.*, and other provisions of law. Code of Civil Procedure, Section 1240.010 provides that "[t]he power of eminent domain may be exercised to acquire property only for a public use. Where the Legislature provides by statute that a use, purpose, object, or function is one for which the power of eminent domain may be exercised, such action is deemed to be a declaration by the Legislature that such use, purpose, object, or function is a public use." Government Code Section 66462.5(c) authorizes a city and a developer of a project, for which the construction of offsite improvements are required, to enter into an agreement requiring the developer to complete the improvements pursuant to Government

Code Section 66462 at such time as the city acquires an interest in the land that will permit such improvements to be constructed. Government Code Section 66462.5(a) provides that a city or county may "acquire by negotiation or commence eminent domain proceedings pursuant to Title 7 (commencing with Section 1230.010) of Part 3 of the Code of Civil Procedure to acquire an interest in the land which will permit the improvements to be made, including proceedings for immediate possession of the property under Article (commencing with Section 1255.410) of Chapter 6 of that title."

- K. City must comply with the Relocation Assistance Act, Government Code Section 7260 *et seq.*, and the Eminent Domain Law (Code of Civil Procedure Section 1230.010 *et seq.*), and their implementing regulations, in acquiring property for public improvements ("Public Land Acquisition Statutes").
- L. To facilitate the satisfaction of the condition of approval, City and Developer now mutually desire to enter into this Agreement under Government Code Section 66462.5 concerning acquisition of the Off-site Property Interests and to allocate responsibility between the respective Parties.
- M. This Agreement is solely made in furtherance of the authority granted under Government Code Section 66462.5. The Parties recognize that City cannot exercise its power of eminent domain until City has satisfied all legally required preconditions under the Public Land Acquisition Statutes, including the adoption of a Resolution of Necessity by the City Council in accordance with applicable law. This Agreement is neither a commitment nor an announcement of an intent by City to acquire any or all of the Off-site Property Interests that may be identified in this Agreement. In the event the City Council, in its sole discretion, adopts a Resolution of Necessity after the required public hearing authorizing the acquisition of the Off-site Property Interests by eminent domain, and elects to commence an eminent domain proceeding, then City will cause the eminent domain proceeding for the acquisition of the Off-site Property Interests (whether fee, leasehold, easement, or otherwise) in and to the Off-site Property Interests to be filed and expeditiously processed to completion by and through the use of City's power of eminent domain.

2. City Acquisition of Off-site Property Interests.

- A. Developer agrees that City will exercise exclusive control of the acquisition of the Off-site Property Interests and, if necessary, any eminent domain proceeding filed to acquire the Off-site Property Interests.
- B. Subject to Developer's timely and continuous performance of all elements of this Agreement, City will proceed with the following steps in connection with the proposed acquisition of the Off-site Property Interests:
- (1) City will obtain an appraisal of the Off-site Property Interests in accordance with the requirements of the Public Land Acquisition Statutes.
- (2) City will, in good faith, negotiate with the current owners of the Off-site Property Interests to attempt to acquire the Off-site Property Interests without the necessity of an eminent domain proceeding.

- (3) If such negotiations prove unsuccessful, City Staff will schedule a hearing for the City Council to consider the adoption of a resolution of necessity for acquisition of the Off-Site Property Interests in accordance with applicable law. The City Attorney's Office will file condemnation proceedings for the purpose of acquiring the Off-site Property Interests by eminent domain if: (1) the City Council, in its sole and exclusive discretion, determines that the City has complied with the Public Land Acquisition Statutes; (2) the City Council considers all of the facts presented at any hearing scheduled for the consideration of the adoption of a resolution of necessity; (3) the City Council, in its sole and exclusive discretion, makes the findings necessary for adoption of a resolution of necessity under the Eminent Domain Law; and (4) the City Council, in its sole and exclusive discretion, determines to adopt a resolution of necessity by the required votes.
- (4) If the City Council adopts a resolution of necessity, the City Attorney's office will file, on behalf of the City, an eminent domain proceeding promptly following the adoption of such resolution of necessity and will diligently prosecute such proceeding.
- C. City and Developer will cooperate with each other in connection with the acquisition process and keep each other fully advised of the progress of the acquisition of the Offsite Property Interests.
- D. Developer agrees that City will exercise exclusive control of the acquisition of the Off-site Property Interests and, if necessary, any eminent domain proceeding filed to acquire the Off-site Property Interests, including but not limited to, exclusive control regarding the selection of consultants, experts, litigation, and settlement. Notwithstanding the foregoing, Developer shall be presented with any settlement demand provided by any party associated with the Off-site Property Interests., and City shall reasonably consider Developer's input on whether to accept any such settlement demand.
- E. Developer agrees that the City Attorney's Office and any experts or consultants retained on behalf of City in connection with any such eminent domain proceeding do not represent Developer in any capacity and further that Developer is not a third-party beneficiary.
- F. The Parties further agree that this Agreement can be terminated by City if the court determines in any condemnation proceeding that City does not have the right to take the Off-site Property Interests by eminent domain in accordance with the Eminent Domain Law, or if City determines, in its sole and exclusive discretion, not to adopt a resolution of necessity.
- 3. **Developer Responsible for All Costs of Acquisition**. Developer is solely responsible for all actual direct and indirect out-of-pocket costs (indirect costs shall include, for example, postage and other miscellaneous expenses, but shall not include items such as overhead, salaries, or other ordinary costs of doing business) of the Off-site Property Interest acquisitions, which include, but are not limited to, the costs of title reports and/or litigation guarantees, appraisal costs, litigation expenses, costs for experts and consultants, court costs, attorneys' fees, deposits necessary to take immediate possession of the Off-site Property Interests, deposits reflecting settlement of any suit filed by the City pursuant to a stipulation for entry of judgment and final order of condemnation or settlement agreement, compensation required by a jury verdict as to the value of said Off-site Property Interests, payments for land and improvements on the land, severance damages, fixtures

and equipment payments, payments for loss of business goodwill, relocation benefits, precondemnation damages, relocation expenses, abandonment costs or damages, the statutory costs and litigation expenses of the owners of the Off-site Property Interests authorized by the Eminent Domain Law and Public Land Acquisition Statutes, and any and all fees, costs, and expenses arising from or related to any of the foregoing items, actions, and proceedings. The City's attorneys, paralegals, and other legal staff or consultants shall not charge Developer a higher hourly rate than what the City is charged for similar work.

- 4. **Limitations on City's Ability to Acquire Of-site Property Interests; Time Waiver**. The Parties hereto recognize that if the City Council, in its discretion, adopts a resolution of necessity or resolutions of necessity and authorizes the filing of an eminent domain proceeding, City may not be able to obtain title to the Off-site Property Interests within the time set forth in Government Code Section 66462.5. In recognition of this potential circumstance, the Parties hereby waive the time requirements for action by City as set forth in Government Code Section 66462.5.
- 5. **Deposit of Costs**. Concurrently with the execution of this Agreement, Developer will deliver to City the sum of \$80,000 (Eighty Thousand Dollars). City agrees to deposit said sum in a separate City account ("Separate Fund") and to use the principal sum, and any interest earned thereon, in furtherance of satisfying the costs specified in this Agreement.
- A. City will, on a monthly basis, or as often as City deems necessary, provide Developer with an accounting of disbursements from the Separate Fund established pursuant to this Section. In the event disbursements reduce the balance of the fund to \$5,000 (Five Thousand Dollars) or less, Developer, within ten (10) business days following a written request by City, will deliver to City such additional monies as are necessary to maintain the balance in the separate fund at \$20,000.
- B. Developer agrees to deliver to City, promptly upon demand by City, the entire amount City determines is required by the Eminent Domain Law ("Deposit Amount"), which amount City will deposit with the State Condemnation Fund under Code of Civil Procedure Section 1255.010 et seq. if City and Developer agree that City should seek prejudgment possession of the Off-Site Property Interests. The Deposit Amount may be paid from the Separate Fund, subject to the terms of 5.A above. If during the course of the eminent domain proceeding, City's expert valuation witness or the court determines that the fair market value of the Off-site Property Interests is higher than the Deposit Amount, Developer will deliver this additional amount to City for deposit in the Separate Fund upon ten (10) business days following a written request by City or as ordered by any court of competent jurisdiction. City will promptly deposit this additional amount with the State Condemnation Fund or as ordered by the court.
- C. If for any reason Developer fails to maintain the Separate Fund balance referenced in this Section, or fails to provide the monies as required herein, City may utilize and draw down all or any portion of the improvement security deposited with City to ensure completion of the Vincent Moraga Improvements to pay any of the costs and expenses referenced herein for acquisition of the Off-site Property Interests. City will not commence any activity under or in furtherance of this Agreement until Developer provides City and City agrees with and approves a written acknowledgment from both the Developer and the person, firm, or entity who has provided

the referenced security that: (i) City may make a demand on the security for the purposes described in this Agreement; (ii) the surety will promptly pay such monies to City upon City's demand.

- D. When any and all eminent domain proceedings that were commenced pursuant to this Agreement are concluded, City will remit to Developer the balance of the Separate Fund within sixty (60) days after full payment of just compensation, costs, and all applicable litigation expenses have been made in connection with the acquisition of said Off-site Property Interests. In addition, City will expeditiously withdraw any funds remaining on deposit with the State Condemnation Fund if any eminent domain proceeding is dismissed or abandoned. In the event Developer contests any portion of the final accounting, the Parties shall work together in an effort to resolve the issues raised within thirty (30) days from the transmittal of the objection by Developer. If the Parties are unable to resolve the issues concerning the final accounting, the Parties agree to participate in at least one mediation session within ninety (90) days of the transmittal of the written objection by Developer before filing any lawsuit. Unless otherwise agreed upon, the costs of any such mediation shall be the sole responsibility of Developer.
- 6. **Developer Acquisition of Off-Site Property Interests**. If Developer should independently acquire all or any portion of the Off-site Property Interests by negotiated purchase after an eminent domain proceeding is filed by City, Developer will immediately notify City of the acquisition. In such case, City will move to abandon or otherwise cooperate in the dismissal of all or any unnecessary part of the eminent domain proceeding relating to any portion of the Off-site Property Interests acquired by Developer by negotiation when title to said property is vested in Developer or City. If a complete or partial abandonment is filed, Developer will bear any and all costs, expenses, and/or damages related thereto, including, but not limited to, any condemnee's recoverable costs and/or recoverable attorneys' fees pursuant to Code of Civil Procedure Section 1268.610 *et seq*.

7. Miscellaneous.

A. <u>Notices</u>. All notices and demands will be given in writing by certified or registered mail, postage prepaid, and return receipt requested, or by overnight carrier. Notices will be considered given upon the earlier of (a) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (b) one (1) business day following deposit with an overnight carrier service. The Parties will address such notices as provided below or as may be amended by written notice:

City: CITY OF TEMECULA

41000 Main Street Temecula, CA 92590 Attention: City Manager

Copy to: RICHARDS, WATSON & GERSHON

350 South Grand Avenue, 37th Floor

Los Angeles, CA 90071

Attention: Peter M. Thorson, City Attorney

Developer: SB ALTAIR, LLC

3200 PARIL CENTER DE SUIFFE 1000 COSFA MESA, CA 92626 Attention: Colon Koch

and

BROOKFIELD TEMECULA, LLC
3200 PACK CONTERDA SULTE 1000
COSTA MESA, CA 92026
Attention: COLIN KOCH

Copy to:

NOSSAMAN LLP 18101 Von Karman Ave., Suite 1800 Irvine, CA 92612 Attention: Brad Kuhn

- B. <u>Further Cooperation</u>. Each party to this Agreement agrees to cooperate by performing any further acts and by executing and delivering any and all additional monies, items, or documents which may be reasonably necessary to carry out the terms and provisions of this Agreement, and each party to this Agreement agrees that it will not act in any manner whatsoever which would hinder, impede, interfere, or prohibit, or make more onerous or difficult the performance of the other party hereto under this Agreement.
- C. <u>Amendments</u>. Any amendments to this Agreement will be effective only by a writing executed by the Parties to this Agreement.
- D. Governing Law. This Agreement is deemed to have been prepared by each of the Parties hereto, and any uncertainty or ambiguity herein will not be interpreted against the drafter, but rather, if such uncertainty or ambiguity exists, will be interpreted according to the applicable rules of interpretation of contracts under the laws of the State of California, and not the substantive law of another state or the United States or federal common law. This Agreement will be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties will be governed by, and construed and enforced in accordance with, the laws of the State of California.
- E. <u>Entire Agreement</u>. This Agreement contains the entire agreement between the City and Developer regarding the subject matter of this Agreement.
- F. <u>Successors and Assigns</u>. This Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, successors, successors-in-interest, and assigns of the Parties hereto.
- G. <u>Counterparts, Facsimile and Electronic Signatures</u>. This Agreement may be executed in whole or in counterparts, which together will constitute the entire Agreement.

Facsimile or electronic signatures/counterparts to this Agreement will be effective as if the original signed counterpart were delivered.

- H. <u>Legal Representation</u>. Each of the Parties acknowledge that in connection with the negotiation and execution of this Agreement, they have each been represented by independent counsel of their own choosing and the Parties executed this Agreement after review by such independent counsel. The Parties further acknowledge that, prior to executing this Agreement, each of the Parties has had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters that are the subject of said Agreement.
- I. <u>Attorneys' Fees</u>. If either of the Parties 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, whether by suit, negotiation, arbitration, or settlement will be entitled to recover reasonable attorneys' fees from the other party.
- J. <u>Severability</u>. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.
- K. No Agency or Joint Venture. The terms and provisions of this Agreement will not cause the Parties hereto or any of each Parties' agents, consultants, contractors, or other providers of professional services to be construed in any manner whatsoever as partners, joint venturers, or agents of each other in the performance of their respective duties and obligations under this Agreement, or subject either party to this Agreement to any obligation, loss, charge, or expense of the other party to this Agreement.
- L. <u>Time of Essence</u>. Time is expressly made of the essence of each and every provision of this Agreement.
- M. <u>Remedies.</u> No remedy or election hereunder will be deemed to be exclusive but will, wherever possible, be cumulative with all other remedies at or in equity.
- N. <u>Venue</u>. Venue for any action arising directly or indirectly under this Agreement will be in the Superior Court of Riverside County, California.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereof have executed and entered into this Agreement as of the date set forth below.

Developer	CITY OF TEMECULA, a municipal corporation
SB ALTAIR, LLC, a Delaware limited liability company	
By: BROOKFIELD TEMECULA LLC a Delaware limited liability company	Date:
Its: Operations Member	Rv:
Date: 1.23.24	By:
Date: 1.23.24 By: Uuh	
Nicole Burdette Title: President	Attest:
DEVELOPER'S SIGNATURES MUST BE	
NOTARIZED	Randi Johl, City Clerk
	Approved as to form:
	Peter M. Thorson, City Attorney

ACKNOWLEDGMENT

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

State of California County of)

On January 23, 2024 before me, January Papa, Notary Public (insert name and title of the officer)

personally appeared Nicole Burdlete, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

JENNA MW PAPA
Notary Public - California
Orange County
Commission # 2370117
My Comm. Expires Aug 7, 2025

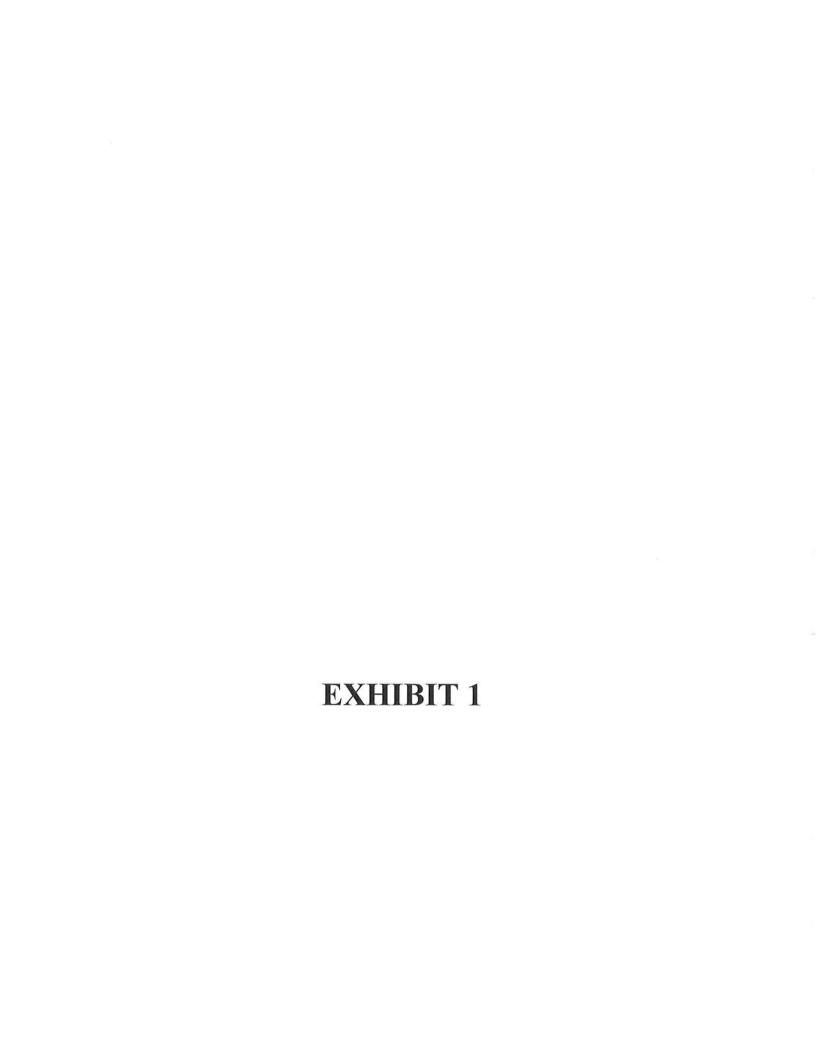


EXHIBIT A – LEGAL DESCRIPTION PERMANENT STREET EASEMENT

A PORTION OF PARCEL 1 OF PARCEL MAP 12549

RANCHO CALIFORNIA ROAD AND VINCENT MORAGA DRIVE

BEING A PORTION OF PARCEL 1 OF PARCEL MAP 12549, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 74, PAGES 84 THROUGH 89 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 1, BEING THE BEGINNING OF A 1499.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 15°29'50" EAST (SOUTH 15°29'26" EAST PER SAID PARCEL MAP 12549); THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL 1 AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°28'15" A DISTANCE OF 195.45 FEET TO THE EASTERLY LINE OF VINCENT MORAGA DRIVE AS DEDICATED TO PUBLIC USE PER SAID PARCEL MAP; THENCE LEAVING SAID NORTHERLY LINE ALONG SAID EASTERLY LINE SOUTH 41°05'49" WEST, 34.16 FEET; THENCE SOUTH 06°55'41" EAST, 204.41 FEET TO A POINT IN THE NORTHERLY LINE OF FELIX VALDEZ AVENUE AS DEDICATED TO PUBLIC USE PER SAID PARCEL MAP; THENCE LEAVING SAID EASTERLY LINE ALONG SAID NORTHERLY LINE SOUTH 51°55'41" EAST, 22.63 FEET; THENCE NORTH 83°04'19" EAST, 9.26 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH 51°55'41" WEST, 32.90 FEET TO A LINE LYING 2.00 FEET EASTERLY OF AND PARALLEL WITH SAID EASTERLY LINE OF VINCENT MORAGA DRIVE; THENCE ALONG SAID PARALLEL LINE NORTH 06°55'41" WEST, 125.19 FEET TO THE BEGINNING OF A 1240.00 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE LEAVING SAID PARALLEL LINE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°56'28" A DISTANCE OF 63.65 FEET; THENCE NORTH 38°49'17" EAST, 36.19 FEET TO THE BEGINNING OF A 1505.00 FOOT RADIUS CURVE CONCAVE NORTHERLY AND LYING 6.00 FEET SOUTHERLY OF AND CONCENTRIC WITH SAID NORTHERLY LINE OF PARCEL 1, A RADIAL LINE TO SAID POINT BEARS SOUTH 08°10'50" EAST; THENCE EASTERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF

07°16'57" A DISTANCE OF 191.29 FEET TO THE EASTERLY LINE OF SAID PARCEL 1; THENCE LEAVING SAID CONCENTRIC CURVE ALONG SAID EASTERLY LINE NORTH 06°56'59" EAST A DISTANCE OF 6.07 FEET TO THE **POINT OF BEGINNING**.

THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 2,053 SQUARE FEET (0.047 ACRES), MORE OR LESS.

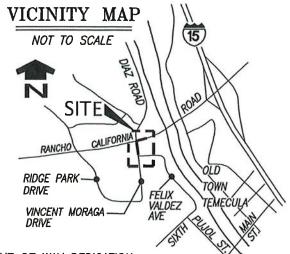
JIMMY J. ELMORE

P.L.S. 8483

11-3-2023

SHEET 1 OF 2

EXHIBIT B - MAP PERMANENT STREET EASEMENT



LEGEND



AREA OF RIGHT OF WAY DEDICATION X
AREA=2,053 SQ. FT. (0.047 ACRES), MORE OR LESS.



SEWER EASEMENT TO EASTERN MUNICIPAL WATER DISTRICT PER INST. NO. 53382 REC. 4/26/1973, O.R.



UTILITY EASEMENT RESERVED BY KACOR REALTY, INC., PER INST. NO. 25891 REC. 2/7/1980, O.R.



MAINTENANCE EASEMENT PER INST. NO. 83463 REC. 4/23/1984, O.R.



EASEMENT FOR CONSTRUCTION AND MAINTENANCE RESERVED BY KAISER DEVELOPMENT COMPANY PER INST. NO. 84-236042 REC. 10/31/1984, O.R.



EASEMENT FOR ELECTRICAL FACILITIES TO SOUTHERN CALIFORNIA EDISON COMPANY PER INST. NO. 85-202439 REC. 9/9/1985, O.R.



EASEMENT FOR UTILITY PIPELINES TO RANCHO CALIFORNIA WATER DISTRICT PER INST. NO. 2015-0535943 REC. 12/10/2015, O.R.

P.O.B. POINT OF BEGINNING



INDICATES RECORD INFORMATION PER PM 12549.

THE LOCATIONS OF THE FOLLOWING EASEMENTS CANNOT BE DETERMINED FROM RECORD INFORMATION AND ARE NOT PLOTTED HEREON:

EASEMENT FOR TELEPHONE POLES, ANCHORS, AND INCIDENTAL PURPOSES TO PACIFIC TELEPHONE AND TELEGRAPH COMPANY REC. 9/21/1917 IN BOOK 470 OF DEEDS, PAGE 14.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (CCS83), ZONE 6, (EPOCH 2010.0000), BASED LOCALLY ON N.G.S. CORS STATIONS "BILL" AND "P474" DISTANCES DERIVED FROM THE COORDINATE SYSTEM HEREIN ARE GROUND DISTANCES, AS THE COORDINATES HAVE BEEN SCALED TO GROUND VALUES. COMBINED SCALE FACTOR IS 0.9999059859



9707 Waples Street (858)558-4500 San Diego, CA 92121 JIMMY J. ELMORE P.L.S. NO. 8483

11-3-2623

DATE



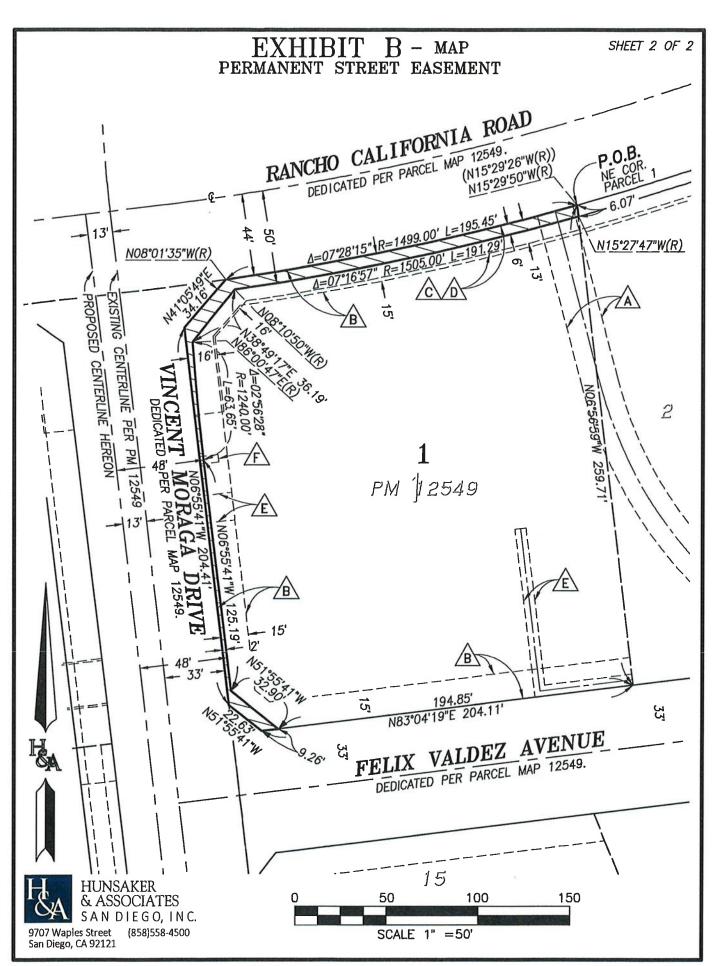




EXHIBIT A – LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF PARCEL 1 OF PARCEL MAP 12549

BEING A PORTION OF PARCEL 1 OF PARCEL MAP 12549, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 74, PAGES 84 THROUGH 89 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 1; THENCE ALONG THE EASTERLY LINE THEREOF; SOUTH 06°56'59" EAST A DISTANCE OF 6.07 FEET TO THE TRUE POINT OF BEGINNING; SAID POINT BEING THE BEGINNING OF A NON-TANGENT 1505.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 15°27'47" EAST; THENCE LEAVING SAID EASTERLY LINE AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°16'57" A DISTANCE OF 191.29 FEET; THENCE SOUTH 38°49'17" WEST, 36.19 FEET TO THE BEGINNING OF A NON-TANGENT 1240.00 FOOT RADIUS CURVE CONCAVE EASTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 86°00'47" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°56'29" A DISTANCE OF 63.66 FEET; THENCE SOUTH 06°55'41" EAST, 125.19 FEET; THENCE SOUTH 51°55'41" EAST, 27.58 FEET; THENCE NORTH 06°55'41" WEST, 10.03 FEET; THENCE SOUTH 83°04'19" WEST, 2.50 FEET; THENCE NORTH 06°55'41" WEST, 62.00 FEET; THENCE NORTH 83°04'19" EAST, 7.50 FEET; THENCE NORTH 06°55'41" WEST, 57.25 FEET; THENCE SOUTH 83°04'19" WEST, 14.50 FEET; THENCE NORTH 06°55'41" WEST, 13.75 FEET TO THE BEGINNING OF A NON-TANGENT 61.50 FOOT RADIUS CURVE CONCAVE EASTERLY. A RADIAL LINE TO SAID POINT BEARS SOUTH 51°26'38" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°23'26" A DISTANCE OF 29.40 FEET; THENCE NORTH 81°21'26" EAST, 2.02 FEET; THENCE NORTH 09°52'58" WEST, 2.73 FEET; THENCE SOUTH 83°51'46" WEST, 1.50 FEET; THENCE NORTH 06°21'48" WEST, 3.54 FEET; THENCE NORTH 83°03'44" EAST, 1.56 FEET; THENCE NORTH 06°56'16" WEST, 1.92 FEET TO THE BEGINNING A 55.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE

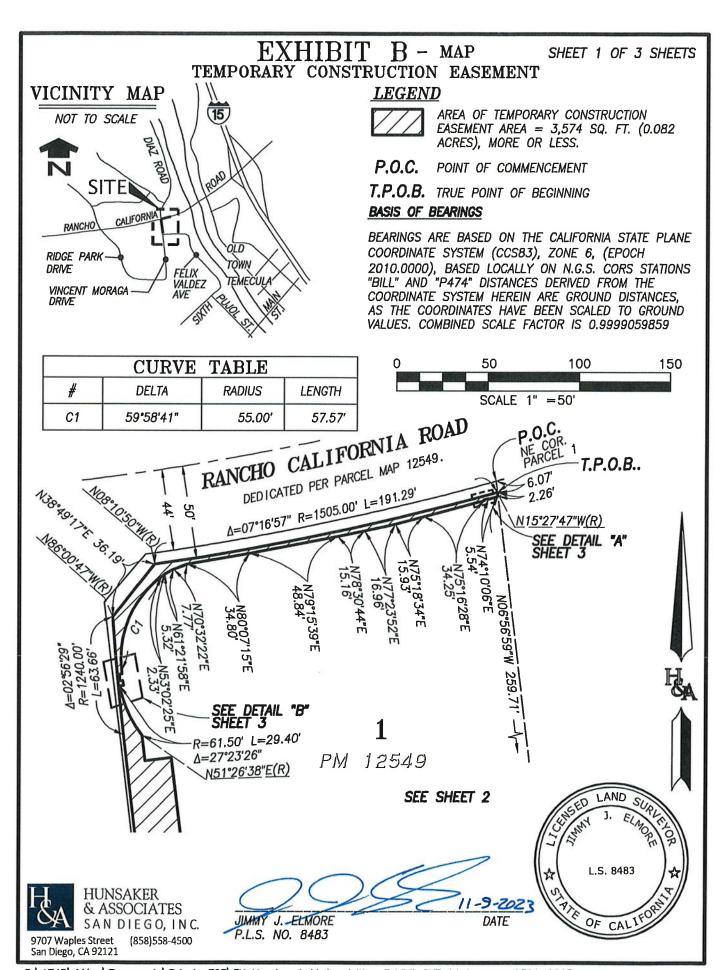
THROUGH A CENTRAL ANGLE OF 59°58'41" A DISTANCE OF 57.57 FEET; THENCE NORTH 53°02'25" EAST, 2.33 FEET; THENCE NORTH 61°21'58" EAST, 5.32 FEET; THENCE NORTH 70°32'22" EAST, 7.77 FEET; THENCE NORTH 80°07'15" EAST, 34.80 FEET; THENCE NORTH 79°15'39" EAST, 48.84 FEET; THENCE NORTH 78°30'44" EAST, 15.16 FEET; THENCE NORTH 77°23'52" EAST, 16.96 FEET; THENCE NORTH 75°18'34" EAST, 15.93 FEET; THENCE NORTH 75°16'28" EAST, 34.25 FEET; THENCE NORTH 16°34'57" WEST, 0.58 FEET; THENCE NORTH 73°31'46" EAST, 2.40 FEET; THENCE SOUTH 16°20'53" EAST, 0.38 FEET; THENCE NORTH 74°10'06" EAST, 5.54 FEET TO THE EASTERLY LINE OF SAID PARCEL 1; THENCE LEAVING SAID EASTERLY LINE NORTH 06°56'59" EAST, 2.26 FEET TO THE TRUE POINT OF BEGINNING.

THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 3,574 SQUARE FEET (0.082 ACRES), MORE OR LESS.

JIMMY J. ELMORE

P.L.S. 8483

11-9-2023



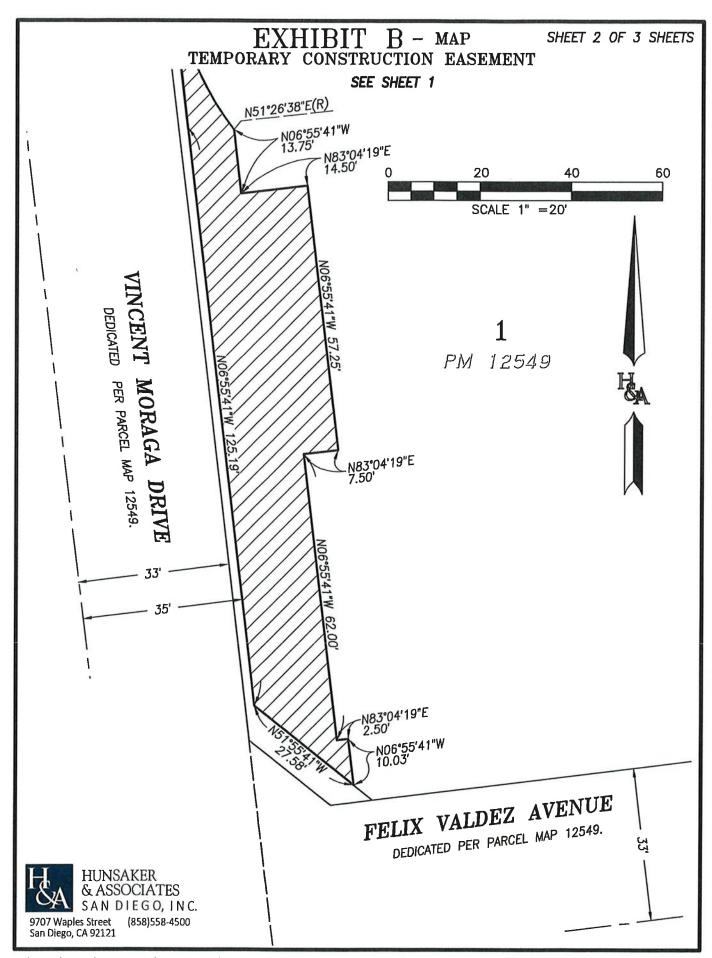
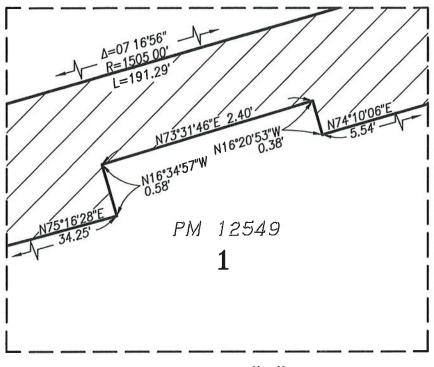


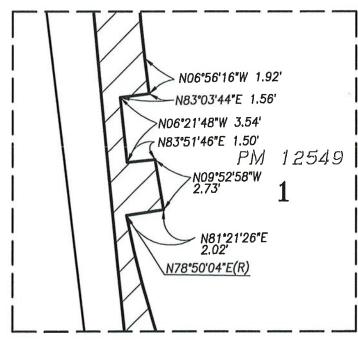
EXHIBIT B - MAP TEMPORARY CONSTRUCTION EASEMENT

SHEET 3 OF 3





DETAIL"A"



DETAIL"B"
NO SCALE





EXHIBIT A - LEGAL DESCRIPTION PERMANENT STREET EASEMENT

A PORTION OF PARCEL 2 OF PARCEL MAP 12549

RANCHO CALIFORNIA ROAD

THE NORTHERLY 6.00 FEET OF PARCEL 2 OF PARCEL MAP 12549, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 74 OF PARCEL MAPS, PAGES 84 THROUGH 89, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 1,016 SQUARE FEET (0.023 ACRES), MORE OR LESS.

JIMMY J. ELMORE

P.L.S. 8483

11-8-2023



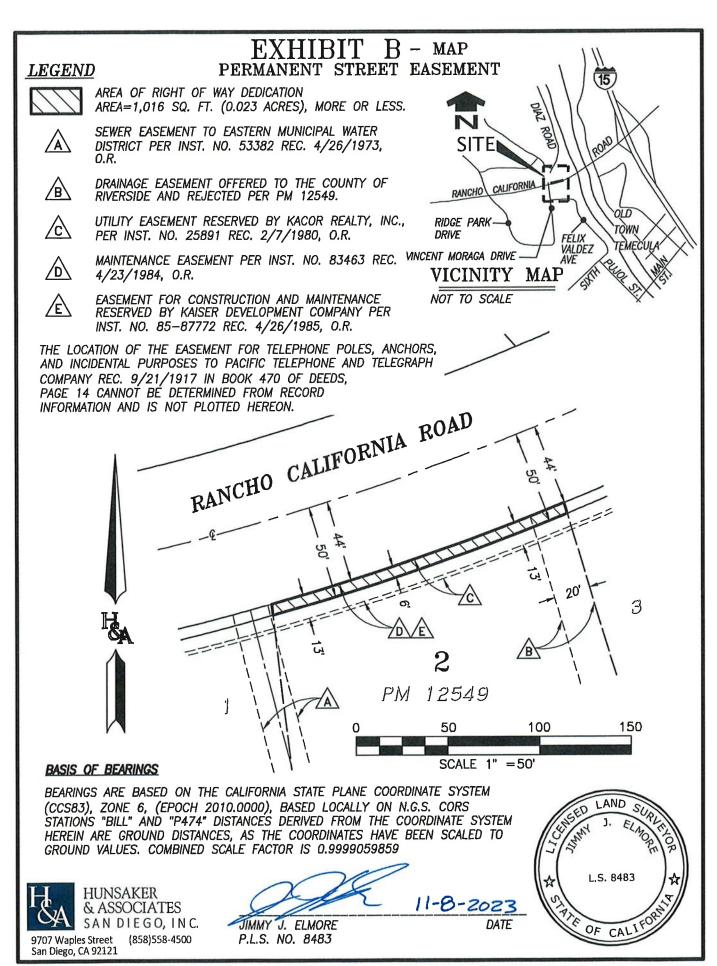




EXHIBIT A – LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT A PORTION OF PARCEL 2 OF PARCEL MAP 12549

BEING A PORTION OF PARCEL 2 OF PARCEL MAP 12549, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74 PAGES 84 THROUGH 89, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE ALONG THE WESTERLY LINE THEREOF SOUTH 06°56′59" EAST (NORTH 06°56′07" WEST PER SAID PARCEL MAP 12549) 6.07 FEET TO THE TRUE POINT OF BEGINNING; SAID POINT BEING THE BEGINNING OF A NON-TANGENT 1505.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 15°27′47" EAST; THENCE LEAVING SAID WESTERLY LINE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°27′59" A DISTANCE OF 169.86 FEET TO THE EASTERLY LINE OF SAID PARCEL 2; THENCE ALONG SAID EASTERLY LINE, SOUTH 17°05′56" EAST, 2.47 FEET; THENCE LEAVING SAID EASTERLY LINE, SOUTH 68°46′28" WEST, 53.07 FEET; THENCE SOUTH 70°33′06" WEST, 38.26 FEET; THENCE SOUTH 73°03′55" WEST, 43.60 FEET; THENCE SOUTH 74°10′06" WEST, 35.35 FEET TO THE WESTERLY LINE OF SAID PARCEL 2; THENCE ALONG SAID WESTERLY LINE, NORTH 06°56′59" WEST, 2.26 FEET TO THE TRUE POINT OF BEGINNING.

THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 427 SQUARE FEET (0.010 ACRES), MORE OR LESS.

JIMMY J. ELMORE

P.L.S. 8483

11-9-2023



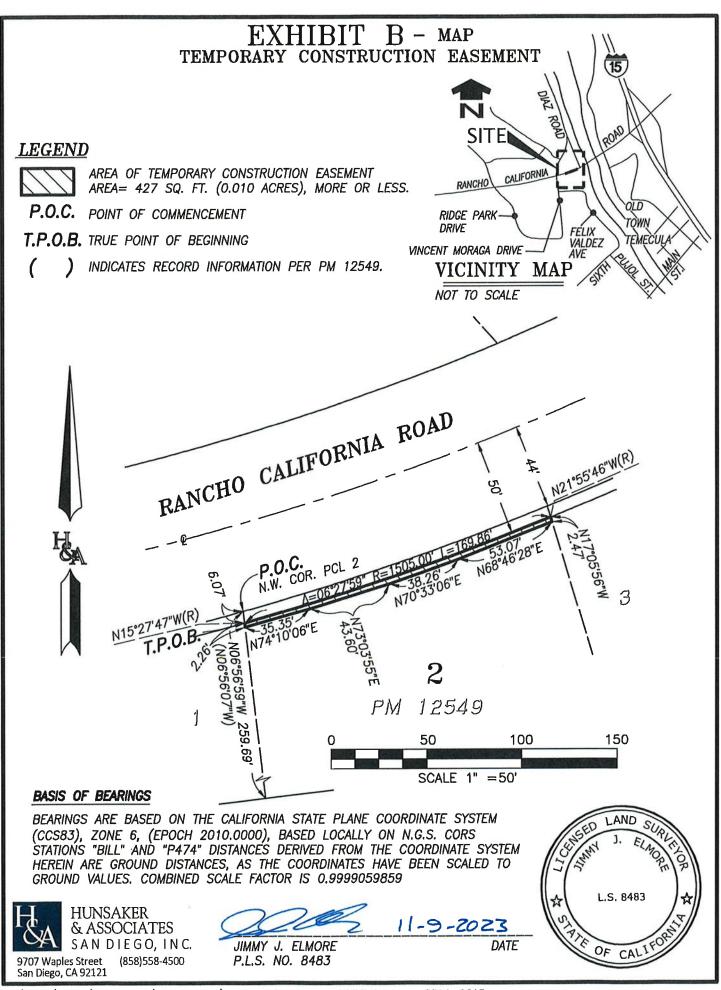




EXHIBIT A — LEGAL DESCRIPTION PERMANENT STREET EASEMENT

A PORTION OF PARCEL 16 OF PARCEL MAP 12549

VINCENT MORAGA DRIVE

BEING A PORTION OF PARCEL 16 OF PARCEL MAP 12549, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74 PAGES 84 THROUGH 89, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 16; THENCE ALONG THE WESTERLY LINE THEREOF NORTH 07°56'07" WEST (NORTH 07°56'33" WEST PER SAID PARCEL MAP 12549), 511.05 FEET TO A POINT IN A NON-TANGENT 47.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 36°03'58" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°46'11" A DISTANCE OF 7.19 FEET; THENCE LEAVING SAID WESTERLY LINE SOUTH 08°47'21" EAST, 246.03 FEET TO THE BEGINNING OF A 4045.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°51'40" A DISTANCE OF 131.39 FEET; THENCE SOUTH 06°55'41" EAST, 138.56 FEET TO THE BEGINNING OF A 189.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°10'32" A DISTANCE OF 0.58 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 16; THENCE ALONG SAID SOUTHERLY LINE NORTH 85°17'32" WEST, 7.28 FEET TO THE POINT OF BEGINNING.

THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 4,395 SQUARE FEET (0.101 ACRES), MORE OR LESS.

JIMMY J. ELMORE

P.L.S. 8483

11-28-2023



H - MAP SHEET 1 OF 1 LEGEND PERMANENT STREET EASEMENT AREA OF RIGHT OF WAY DEDICATION TABLE CURVE AREA=4,395 SQ. FT. (0.101 ACRES), MORE OR LESS. RADIUS LENGTH **DELTA** 00°10'32" 189.00' 0.58'C1 I.O.D. FOR ROAD PURPOSES REC. 2/5/1996 PER FILE NO. 1996-041638, O.R. UTILITY EASEMENT RESERVED BY KACOR REALTY, INC., /B\ PER INST. NO. 25891 REC. 2/7/1980, O.R. DRAINAGE EASEMENT DEDICATED PER PARCEL MAP NO. /c\ 12549. UTILITY EASEMENT RESERVED PER INST. NO. 1984-265598 b REC. 12/12/1984, O.R. N44°50'10"W(R) EASEMENT FOR SEWER FACILITIES TO EASTERN MUNICIPAL WATER DISTRICT PER INST. NO. 1990-05636 REC. /E\ νD, 01/05/1990, O.R. EASEMENT FOR LANDSCAPE MAINTENANCE TO EASTERN MUNICIPAL WATER DISTRICT PER INST. NO. 1991-198529 /F\ REC. 06/13/1991, O.R. EASEMENT FOR SEWER FACILITIES TO EASTERN MUNICIPAL /G\ WATER DISTRICT PER INST. NO. 2018-70929 REC. 16 02/26/2018, O.R. - 39' 17 PM 12549 P.O.B. POINT OF BEGINNING) INDICATES RECORD INFORMATION PER PM 12549. THE EASEMENT FOR TELEPHONE POLES, ANCHORS, AND INCIDENTAL PURPOSES TO PACIFIC TELEPHONE AND TELEGRAPH COMPANY REC. 9/21/1917 IN BOOK 470 OF DEEDS, PAGE 14 CANNOT BE DETERMINED FROM RECORD INFORMATION AND IS NOT PLOTTED HEREON. BASIS OF BEARINGS BEARINGS ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (CCS83), ZONE 6, (EPOCH 2010.0000), BASED LOCALLY ON N.G.S. CORS STATIONS "BILL" AND "P474" DISTANCES DERIVED FROM N06°55'41"W 138.56 THE COORDINATE SYSTEM HEREIN ARE GROUND DISTANCES, AS THE COORDINATES HAVE BEEN SCALED TO GROUND VALUES. COMBINED SCALE FACTOR IS 0.9999059859 VICINITY MAP 39' P.O.B. NOT TO SCALE N85°17'32"W 7.28' N83°14'51"E(P) 100 /1 200 300 CALIFORNIA SITE SCALE 1'' = 100'RANCHO LAND RIDGE PARK-DRIVE VALDEZ AVE VINCENT MORAGA L.S. 8483 HUNSAKER & ASSOCIATES 11-20-2023 SAN DIEGO, INC. HMMY J. ELMORE DATE OF CAL (858)558-4500 9707 Waples Street P.L.S. NO. 8483 San Diego, CA 92121



EXHIBIT A — LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF PARCEL 16 OF PARCEL MAP 12549

BEING A PORTION OF PARCEL 16 OF PARCEL MAP 12549, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74 PAGES 84 THROUGH 89, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 16; THENCE ALONG THE SOUTHERLY LINE THEREOF, SOUTH 85°17'32" EAST (NORTH 85°16'07" WEST PER SAID PARCEL MAP 12549), 7.28 FEET TO THE TRUE POINT OF BEGINNING; SAID POINT BEING THE BEGINNING OF A 189.00 FOOT NON-TANGENT RADIUS CURVE CONCAVE WESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 83°14'51" EAST; THENCE LEAVING SAID SOUTHERLY LINE AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°10'32" A DISTANCE OF 0.58 FEET; THENCE NORTH 06°55'41" WEST 138.56 FEET TO THE BEGINNING OF A 4045.00 FOOT RADIUS CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°51'40" A DISTANCE OF 131.39 FEET; THENCE NORTH 08°47'06" WEST, 246.04 FEET TO A POINT IN VINCENT MORAGA DRIVE AS DEDICATED PER SAID PARCEL MAP; SAID POINT BEING THE BEGINNING OF A 47.00 FOOT NON-TANGENT RADIUS CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 44°51'50" EAST; THENCE NORTHERLY ALONG SAID VINCENT MORAGA DRIVE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°09'19" A DISTANCE OF 42.78 FEET TO A POINT IN THE NORTHERLY LINE OF SAID PARCEL 16; THENCE ALONG SAID NORTHERLY LINE NORTH 82°58'51" EAST, 28.00 FEET TO A POINT IN A 75.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56°43'28" A DISTANCE OF 74.25 FEET; THENCE SOUTH 06°30'42" EAST, 9,43 FEET; THENCE SOUTH 07°14'12" EAST, 63.03 FEET; THENCE SOUTH 09°57'17" EAST, 4.97 FEET; THENCE SOUTH 06°39'12" EAST, 17.18 FEET; THENCE SOUTH 07°04'31" EAST, 32.80 FEET; THENCE SOUTH 07°42'22" EAST, 27.52 FEET; THENCE `SOUTH 07°19'49" EAST, 22.20 FEET; THENCE NORTH 81°12'54" EAST, 17.81 FEET; THENCE SOUTH 07°20'08" EAST, 137.32 FEET; THENCE NORTH 83°04'19" EAST, 5.84 FEET; THENCE SOUTH 06°58'02" EAST, 74.40 FEET; THENCE SOUTH 83°04'19" WEST, 15.69 FEET; THENCE SOUTH 06°55'41" EAST, 87.59 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 16; THENCE ALONG SAID SOUTHERLY LINE NORTH 85°17'32" WEST, 12.66 FEET TO THE TRUE POINT OF BEGINNING.

THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 9,799 SQUARE FEET (0.225 ACRES), MORE OR LESS.

JIMMY J. ELMORE

P.L.S. 8483

11-5-2023



EXHIBIT B - MAP TEMPORARY CONSTRUCTION EASEMENT

SEE SHEET 2

EXISTING

SHEET 1 OF 3

12549

N83°04'19"E 5.84'

PM

N83°04'19"E 15.69'

SEE DETAIL

"A" SHEET 3

N85°17'32"W 130.25'

(N85°16'07"W 130.00')

LEGEND



AREA OF TEMPORARY CONSTRUCTION EASEMENT AREA = 9,799 SQ. FT. (0.225 ACRES), MORE OR LESS.

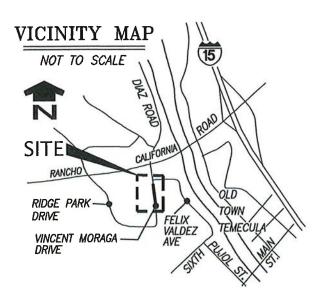
P.O.C. POINT OF COMMENCEMENT

T.P.O.B. TRUE POINT OF BEGINNING

) INDICATES RECORD INFORMATION PER PM 12549.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (CCS83), ZONE 6, (EPOCH 2010.0000), BASED LOCALLY ON N.G.S. CORS STATIONS "BILL" AND "P474" DISTANCES DERIVED FROM THE COORDINATE SYSTEM HEREIN ARE GROUND DISTANCES, AS THE COORDINATES HAVE BEEN SCALED TO GROUND VALUES. COMBINED SCALE FACTOR IS 0.9999059859





HUNSAKER & ASSOCIATES S A N D I E G O, I N C. 9707 Waples Street (858)558-4500

San Diego, CA 92121

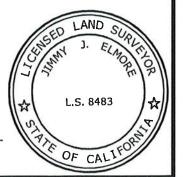
0, TN C. JIMMY J. ELMORE 558-4500 P.L.S. NO. 8483

JAN LELMONE

11-9-2023 DATE

7.28' 5

T.P.O.B.



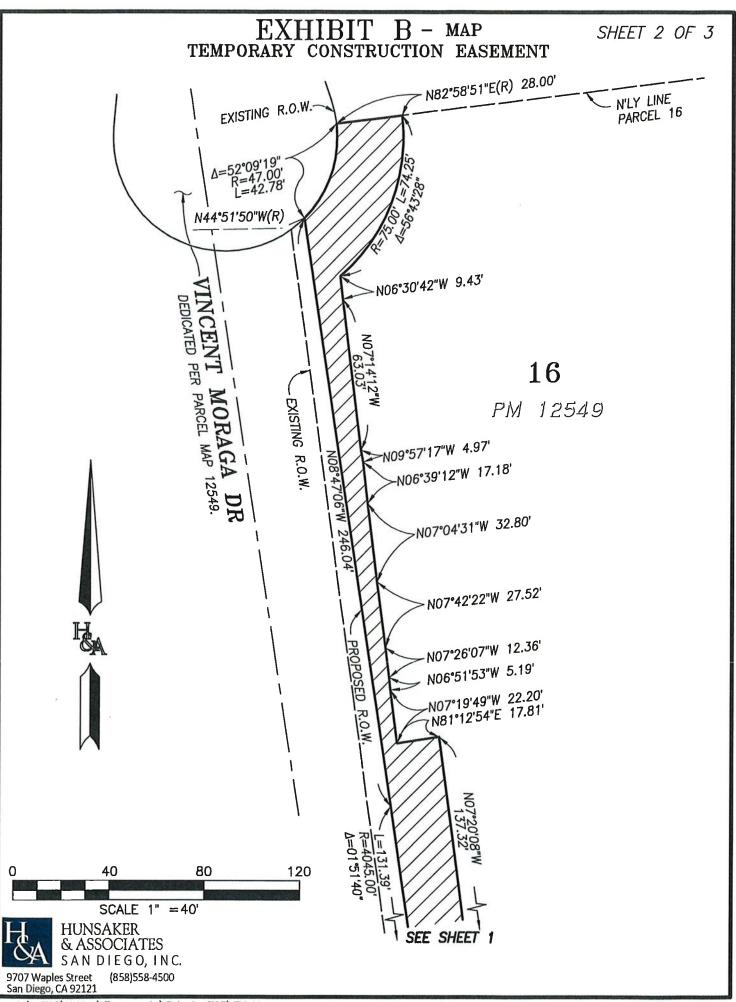
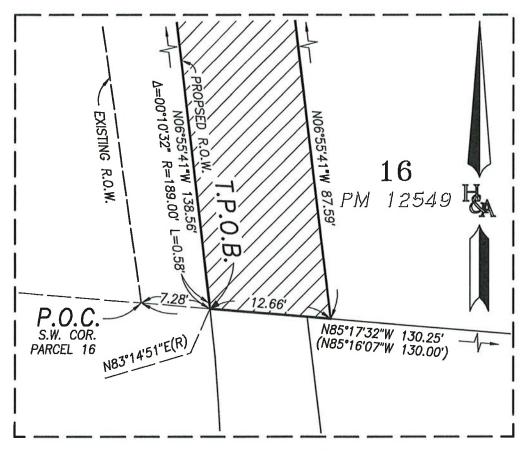


EXHIBIT B - MAP TEMPORARY CONSTRUCTION EASEMENT



DETAIL"A"



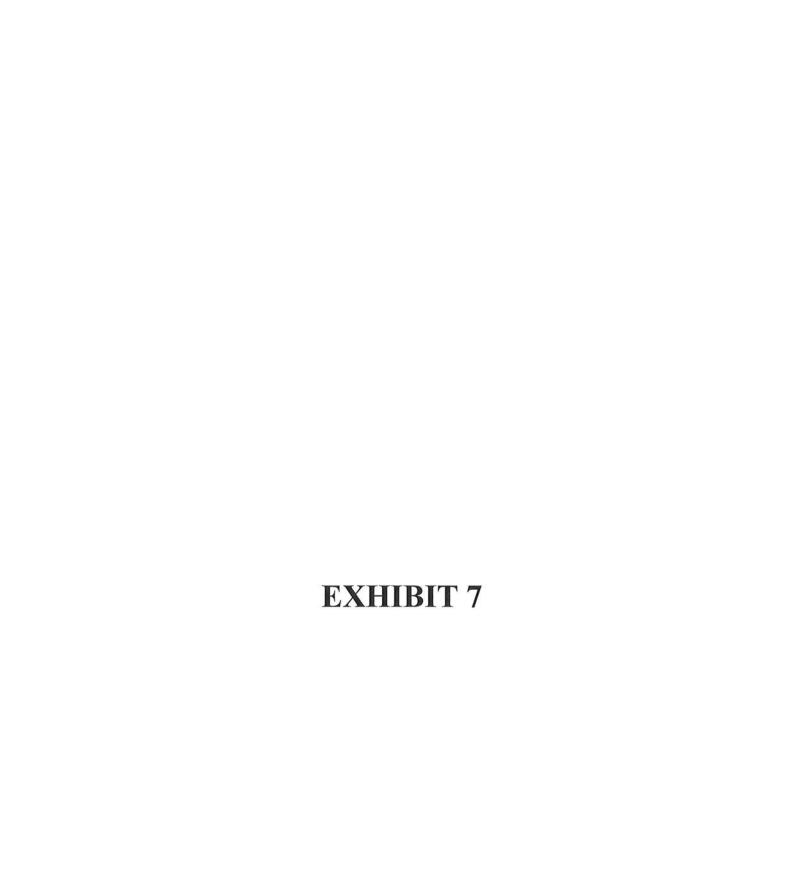


EXHIBIT A - LEGAL DESCRIPTION PERMANENT STREET EASEMENT

A PORTION OF PARCEL 3 OF PARCEL MAP 12549

RANCHO CALIFORNIA ROAD

BEING A PORTION OF PARCEL 3 OF PARCEL MAP 12549, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74, PAGES 84 THROUGH 89 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 3, BEING THE BEGINNING OF A 1499.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 21°56′56″ EAST (SOUTH 21°56′27″ EAST PER SAID PARCEL MAP 12549); THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL 3 AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°33′37″ A DISTANCE OF 66.99 FEET; THENCE SOUTH 18°26′55″ WEST, 4.40 FEET; THENCE NORTH 71°33′05″ EAST, 14.79 FEET TO A 1505.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, LYING 6.00 FEET SOUTHEASTERLY OF AND CONCENTRIC WITH THE HEREINABOVE DESCRIBED 1499.00 FOOT RADIUS CURVE, A RADIAL LINE TO SAID POINT BEARS SOUTH 25°03′05″ EAST; THENCE LEAVING SAID NORTHERLY LINE OF PARCEL 3 ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 03°07′19″ A DISTANCE OF 82.01 FEET TO THE WESTERLY LINE OF SAID PARCEL 3; THENCE ALONG SAID WESTERLY LINE NORTH 17°05′56″ WEST, 6.02 FEET TO THE POINT OF BEGINNING.

THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 414 SQUARE FEET (0.010 ACRES), MORE OR LESS.

JIMMY J. ELMORE

P.L.S. 8483

9-22-2023



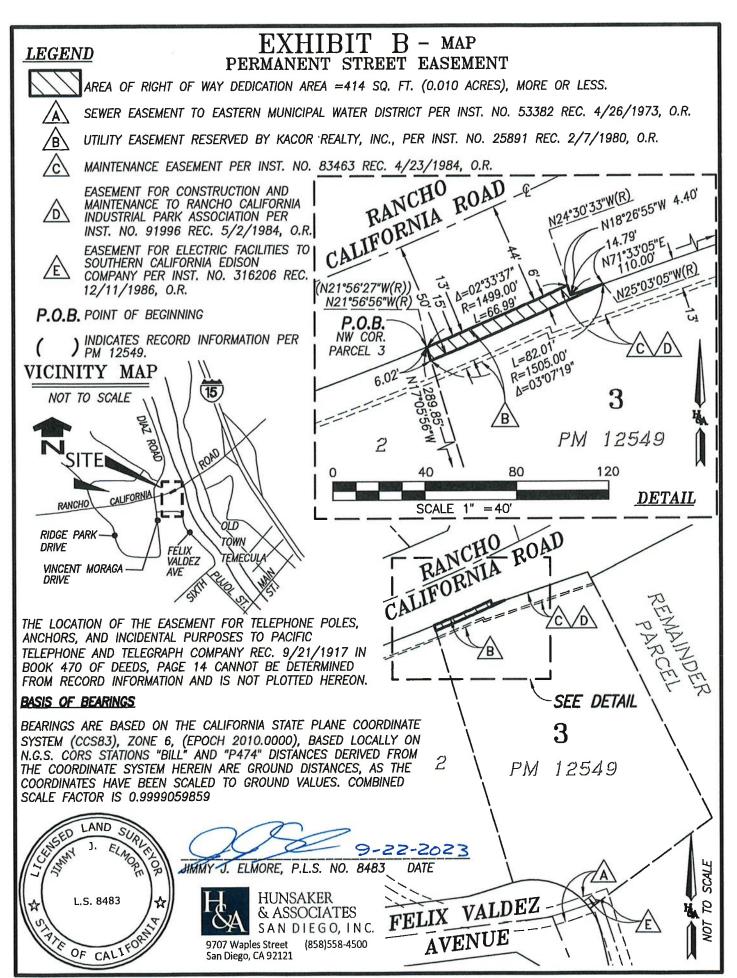




EXHIBIT A - LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF PARCEL 3 OF PARCEL MAP 12549

BEING A PORTION OF PARCEL 3 OF PARCEL MAP 12549, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74, PAGES 84 THROUGH 89 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 3, THENCE ALONG THE WESTERLY LINE THEREOF; SOUTH 17°05′56″ EAST, 6.02 FEET, TO THE TRUE POINT OF BEGINNING; SAID POINT BEING THE BEGINNING OF A NON-TANGENT 1505.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 21°55′46″ EAST; THENCE LEAVING SAID WESTERLY LINE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°07′19″ A DISTANCE OF 82.01 FEET; THENCE NORTH 71°33′05″ EAST, 11.50 FEET; THENCE SOUTH 18°26′55″ EAST, 5.83 FEET; THENCE SOUTH 69°12′30″ WEST, 33.52; THENCE SOUTH 69°13′15″ WEST, 53.19 FEET; THENCE SOUTH 68°46′28″ WEST, 6.61 FEET TO THE WESTERLY LINE OF SAID PARCEL 3, THENCE ALONG SAID WESTERLY LINE NORTH 17°05′56″ WEST, 2.47 FEET TO THE TRUE POINT OF BEGINNING.

THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 396 SQUARE FEET (0.009 ACRES), MORE OR LESS.

JIMMY J. ELMORE

P.L.S. 8483

11-9-2023



EXHIBIT B - MAP TEMPORARY CONSTRUCTION EASEMENT **LEGEND** AREA OF TEMPORARY CONSTRUCTION EASEMENT AREA = 396 SQ. FT. (0.009 ACRES), MORE OR LESS. POINT OF COMMENCEMENT P.O.C. RANCHO ROAD T.P.O.B. TRUE POINT OF BEGINNING N21°55'46"W(R) P.O.C. NW COR. VICINITY MAP PARCEL 3 NOT TO SCALE SITE PM 12549 2 CALIFORNIA 120 40 80 RANCHO DETAIL RANCHO ROAD ALIFORNIA ROAD RIDGE PARK SCALE 1" = 40' DRIVE FÉLIX VALDEZ AVE TEMEĆULA VINCENT MORAGA DRIVE BASIS OF BEARINGS SEE DETAIL BEARINGS ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (CCS83), ZONE 6, (EPOCH 2010.0000), BASED LOCALLY ON N.G.S. CORS STATIONS "BILL" AND "P474" DISTANCES DERIVED FROM THE COORDINATE SYSTEM HEREIN ARE GROUND DISTANCES, AS THE 12549 PMCOORDINATES HAVE BEEN SCALED TO GROUND VALUES. COMBINED SCALE FACTOR IS 0.9999059859 11-9-2023 JIMMY J. ELMORE, P.L.S. NO. 8483 SCALE DATE HUNSAKER L.S. 8483 FELIX VALDEZ 2 & ASSOCIATES /E/ NOT SAN DIEGO, INC. AVENUE (858)558-4500 9707 Waples Street

San Diego, CA 92121

CALI



EXHIBIT A — LEGAL DESCRIPTION PERMANENT STREET EASEMENT

A PORTION OF PARCELS 17, 18, AND 19 OF PARCEL MAP 12549

VINCENT MORAGA DRIVE

BEING A PORTION OF PARCELS 17, 18, AND 19 OF PARCEL MAP 12549, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74 PAGES 84 THROUGH 89, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PARCELS BEING PURSUANT TO CERTIFICATE OF PARCEL MERGER NO. PA95-0032 RECORDED JUNE 30, 1995 AS INSTRUMENT NO. 1995-213082 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 19; THENCE ALONG THE NORTHERLY LINE THEREOF SOUTH 83°04'19" WEST (SOUTH 83°03'53" WEST PER SAID PARCEL MAP 12549), 6.00 FEET TO A POINT ON THE WESTERLY SIDELINE OF THAT CERTAIN OFFER OF DEDICATION FOR ROAD PURPOSES RECORDED FEBRUARY 5, 1996 AS FILE NO. 1996-041638 OF OFFICIAL RECORDS, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY SIDELINE SOUTH 06°55'41" EAST, 222.93 FEET TO A POINT IN THE EASTERLY LINE OF SAID PARCEL 18; THENCE LEAVING SAID WESTERLY SIDELINE ALONG SAID EASTERLY LINE SOUTH 05°21'13" WEST, 32.55 FEET TO THE BEGINNING OF A 47.00 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°12'17" A DISTANCE OF 37.90 FEET TO A POINT ON THE WESTERLY SIDELINE OF SAID OFFER OF DEDICATION; THENCE LEAVING SAID EASTERLY LINE ALONG SAID WESTERLY SIDELINE SOUTH 06°55'41" EAST, 262.10 FEET; THENCE LEAVING SAID WESTERLY SIDELINE NORTH 08°47'21" WEST, 334.83 FEET TO THE BEGINNING OF A 4031.00 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°51'40" A DISTANCE OF 130.93 FEET TO A LINE LYING 13.00 FEET WESTERLY OF AND PARALLEL WITH SAID WESTERLY SIDELINE; THENCE ALONG SAID PARALLEL LINE NORTH 06°55'41" WEST, 87.50 FEET TO THE NORTHERLY LINE OF SAID

PARCEL 19; THENCE ALONG SAID NORTHERLY LINE NORTH 83°04'19" EAST, 13.00 FEET TO THE **TRUE POINT OF BEGINNING**.

THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 4,237 SQUARE FEET (0.097 ACRES), MORE OR LESS.

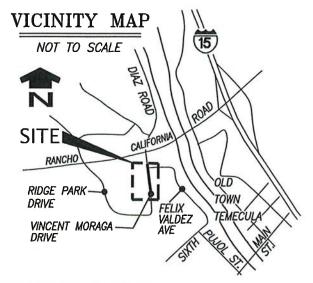
JIMMY J. ELMORE

P.L.S. 8483

11-28-2023



EXHIBIT B - MAP PERMANENT STREET EASEMENT



LEGEND



AREA OF RIGHT OF WAY DEDICATION AREA=4,237 SQ. FT. (0.097 ACRES), MORE OR LESS.



EASEMENT FOR DRAINAGE PURPOSES PER PARCEL MAP NO. 12549 RECORDED IN BOOK 74 PAGES 84 THROUGH 89 OF PARCEL MAPS.



UTILITY EASEMENT RESERVED BY KACOR REALTY, INC., PER INST. NO. 25891 REC. 2/7/1980, O.R.



ROAD AND UTILITY EASEMENT RESERVED BY JOHN ANDERS SVENNINGSEN PER INST. NO. 186850 REC. 8/27/1984, O.R.



EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES TO RANCHO CALIFORNIA WATER DISTRICT PER INST. NO. 1995-328433 REC. 10/2/1995, O.R.



EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES TO RANCHO CALIFORNIA WATER DISTRICT PER INST. NO. 1996-005830 REC. 1/8/1996, O.R.



I.O.D. FOR ROAD PURPOSES REC. 2/5/1996 PER FILE NO. 1996-041638,

P.O.C.

POINT OF COMMENCEMENT

T.P.O.B.

TRUE POINT OF BEGINNING

()

INDICATES RECORD INFORMATION PER PM 12549.

THE ACCESS EASEMENT GRANTED TO LARRY STRASBAUGH PER INST. NO. 2004-0059048 REC. 1/27/2004, O.R, CANNOT BE DETERMINED FROM RECORD INFORMATION AND IS NOT PLOTTED HEREON..

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (CCS83), ZONE 6, (EPOCH 2010.0000), BASED LOCALLY ON N.G.S. CORS STATIONS "BILL" AND "P474" DISTANCES DERIVED FROM THE COORDINATE SYSTEM HEREIN ARE GROUND DISTANCES, AS THE COORDINATES HAVE BEEN SCALED TO GROUND VALUES. COMBINED SCALE FACTOR IS 0.9999059859



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JIMMY J. ELMORE P.L.S. NO. 8483

11-28-2023 DATE



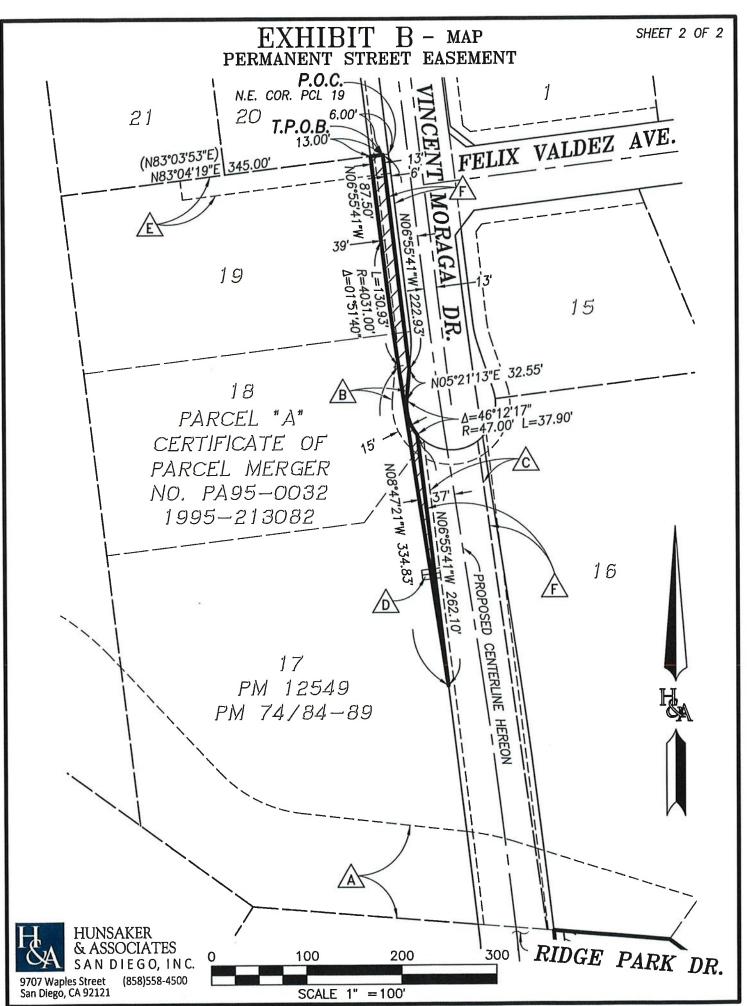




EXHIBIT A — LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF PARCELS 17, 18, AND 19 OF PARCEL MAP 12549

BEING A PORTION OF PARCELS 17, 18, AND 19 OF PARCEL MAP 12549, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74 PAGES 84 THROUGH 89, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PARCELS BEING PURSUANT TO CERTIFICATE OF PARCEL MERGER NO. PA95-0032 RECORDED JUNE 30, 1995 AS INSTRUMENT NO. 1995-213082 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 19; THENCE ALONG THE NORTHERLY LINE THEREOF, SOUTH 83°04'19" WEST (SOUTH 83°03'53" WEST PER SAID PARCEL MAP 12549), 19.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY LINE SOUTH 06°55'41" EAST, 87.50 FEET TO THE BEGINNING OF A 4031.00 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°51'40" A DISTANCE OF 130.93 FEET: THENCE SOUTH 08°47'21" EAST, 334.83 FEET; THENCE SOUTH 06°55'41" EAST, 249.10 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 17; THENCE ALONG SAID SOUTHERLY LINE, NORTH 85°17'32" WEST, 5.10 FEET; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 06°55'41" WEST, 247.99 FEET; THENCE NORTH 08°47'21" WEST, 39.20 FEET; THENCE SOUTH 82°02'41" WEST, 14.98 FEET; THENCE NORTH 08°48'36" WEST, 47.76 FEET; THENCE SOUTH 81°12'39" WEST, 6.99 FEET; THENCE NORTH 08°47'35" WEST, 69.76 FEET; THENCE NORTH 81°12'39" EAST, 12.20 FEET: THENCE NORTH 07°00'22" WEST, 123.40 FEET; THENCE SOUTH 82°58'12" WEST, 8.86 FEET: THENCE NORTH 06°56'55" WEST, 29.96 FEET; THENCE NORTH 39°46'39" EAST, 14.84 FEET; THENCE NORTH 50°13'21" WEST, 3.44 FEET; THENCE NORTH 08°47'21" WEST, 11.85 FEET TO THE BEGINNING OF A 4041.00 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°44'24" A DISTANCE OF 52.19 FEET; THENCE SOUTH 83°57'36" WEST, 32.62 FEET; THENCE NORTH 07°03'24" WEST, 105.92 FEET; THENCE SOUTH 83°01'00" WEST, 34.64 FEET; THENCE NORTH 07°07'37" WEST, 60.17 FEET TO THE NORTHERLY LINE OF SAID PARCEL 19; THENCE ALONG SAID NORTHERLY LINE NORTH 83°04'19" EAST, 76.93 FEET TO THE **TRUE POINT OF BEGINNING**.

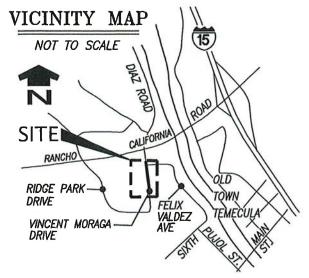
THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 16,335 SQUARE FEET (0.375 ACRES), MORE OR LESS.

JIMMY J. ELMORE

P.L.S. 8483

10-16-2023

EXHIBIT B - MAP TEMPORARY CONSTRUCTION EASEMENT



LEGEND



AREA OF TEMPORARY CONSTRUCTION EASEMENT AREA=16,335 SQ. FT. (0.375 ACRES), MORE OR LESS.

P.O.C.

POINT OF COMMENCEMENT

T.P.O.B.

TRUE POINT OF BEGINNING

()

INDICATES RECORD INFORMATION PER PM 12549.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (CCS83), ZONE 6, (EPOCH 2010.0000), BASED LOCALLY ON N.G.S. CORS STATIONS "BILL" AND "P474" DISTANCES DERIVED FROM THE COORDINATE SYSTEM HEREIN ARE GROUND DISTANCES, AS THE COORDINATES HAVE BEEN SCALED TO GROUND VALUES. COMBINED SCALE FACTOR IS 0.9999059859

JIMMY J. ELMORE P.L.S. NO. 8483 10-16-2023

DATE





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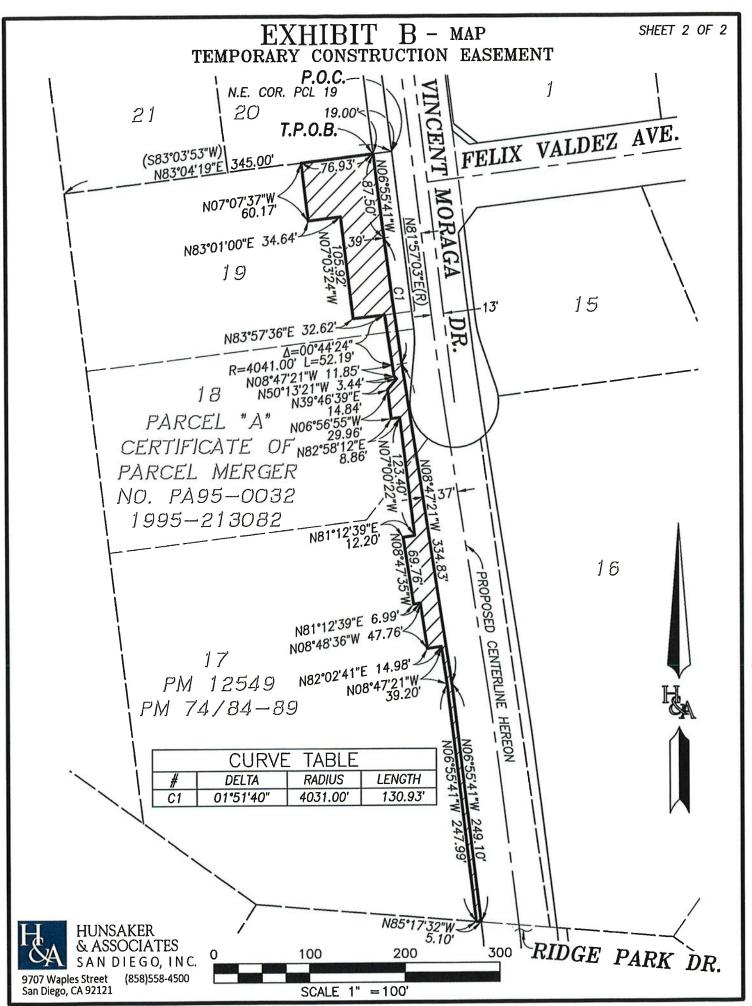




EXHIBIT A — LEGAL DESCRIPTION PERMANENT STREET EASEMENT

A PORTION OF PARCEL 20 OF PARCEL MAP 12549

RANCHO CALIFORNIA ROAD AND VINCENT MORAGA DRIVE

BEING A PORTION OF PARCEL 20 OF PARCEL MAP 12549, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74, PAGES 84 THROUGH 89, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 20; THENCE ALONG THE NORTHERLY AND EASTERLY LINES THEREOF NORTH 83°03′16″ EAST (NORTH 83°03′53″ EAST PER SAID PARCEL MAP 12549), 147.00 FEET; THENCE SOUTH 55°25′54″ EAST, 34.44 FEET; THENCE SOUTH 06°55′41″ EAST, 217.13 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE LEAVING SAID EASTERLY LINE ALONG THE SOUTHERLY LINE THEREOF SOUTH 83°04′19″ WEST, 19.00 FEET TO A LINE LYING 19.00 FEET WESTERLY OF AND PARALLEL WITH SAID EASTERLY LINE; THENCE LEAVING SAID SOUTHERLY LINE ALONG SAID PARALLEL LINE NORTH 06°55′41″ WEST, 206.16 FEET; THENCE LEAVING SAID PARALLEL LINE NORTH 51°56′13″ WEST, 39.31 FEET TO A LINE LYING 6.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID NORTHERLY LINE; THENCE ALONG SAID PARALLEL LINE SOUTH 83°03′16″ WEST, 126.00 FEET TO THE WESTERLY LINE OF SAID PARCEL 20; THENCE LEAVING SAID PARALLEL LINE ALONG SAID WESTERLY LINE NORTH 06°55′41″ WEST, 6.00 FEET TO THE POINT OF BEGINNING.

THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 5,572 SQUARE FEET (0.128 ACRES), MORE OR LESS.

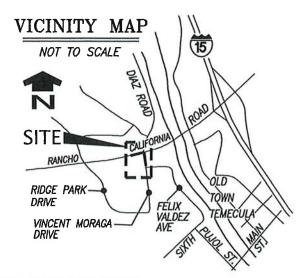
JIMMY J. ELMORE

P.L.S. 8483

11-3-2023



EXHIBIT B - MAP PERMANENT STREET EASEMENT



LEGEND



AREA OF RIGHT OF WAY DEDICATION AREA=5,572 SQ. FT. (0.128 ACRES), MORE OR LESS.



UTILITY EASEMENT RESERVED BY KACOR REALTY, INC., PER INST. NO. 25891 REC. 2/7/1980, O.R.



MAINTENANCE EASEMENT PER INST. NO. 83463 REC. 4/23/1984, O.R.



EASEMENT FOR VEHICULAR INGRESS AND EGRESS TO KACOR DEVELOPMENT COMPANY PER INST. NO. 192542 REC. 9/21/1983, O.R.



EASEMENT FOR ACCESS PURPOSES TO TWO GUYS PARTNERS PER INST. NO. 213573 REC. 9/23/1985, O.R.



EASEMENT FOR UTILITY PURPOSES TO SOUTHERN CALIFORNIA EDISON COMPANY PER INST. NO. 34689 REC. 2/13/1986, O.R.

P.O.B. POINT OF BEGINNING

()

INDICATES RECORD INFORMATION PER PM 12549

THE LOCATIONS OF THE FOLLOWING EASEMENTS CANNOT BE DETERMINED FROM RECORD INFORMATION AND ARE NOT PLOTTED HEREON:

EASEMENT FOR TELEPHONE POLES, ANCHORS, AND INCIDENTAL PURPOSES TO PACIFIC TELEPHONE AND TELEGRAPH COMPANY REC. 9/21/1917 IN BOOK 470 OF DEEDS, PAGE 14.

EASEMENT FOR CONSTRUCTION AND MAINTENANCE RESERVED BY KACOR DEVELOPMENT COMPANY PER INST. NO. 192541 REC. 9/21/1983, O.R.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (CCS83), ZONE 6, (EPOCH 2010.0000), BASED LOCALLY ON N.G.S. CORS STATIONS "BILL" AND "P474" DISTANCES DERIVED FROM THE COORDINATE SYSTEM HEREIN ARE GROUND DISTANCES, AS THE COORDINATES HAVE BEEN SCALED TO GROUND VALUES. COMBINED SCALE FACTOR IS 0.9999059859



JIMMY J. ELMORE DATE
P.L.S. NO. 8483



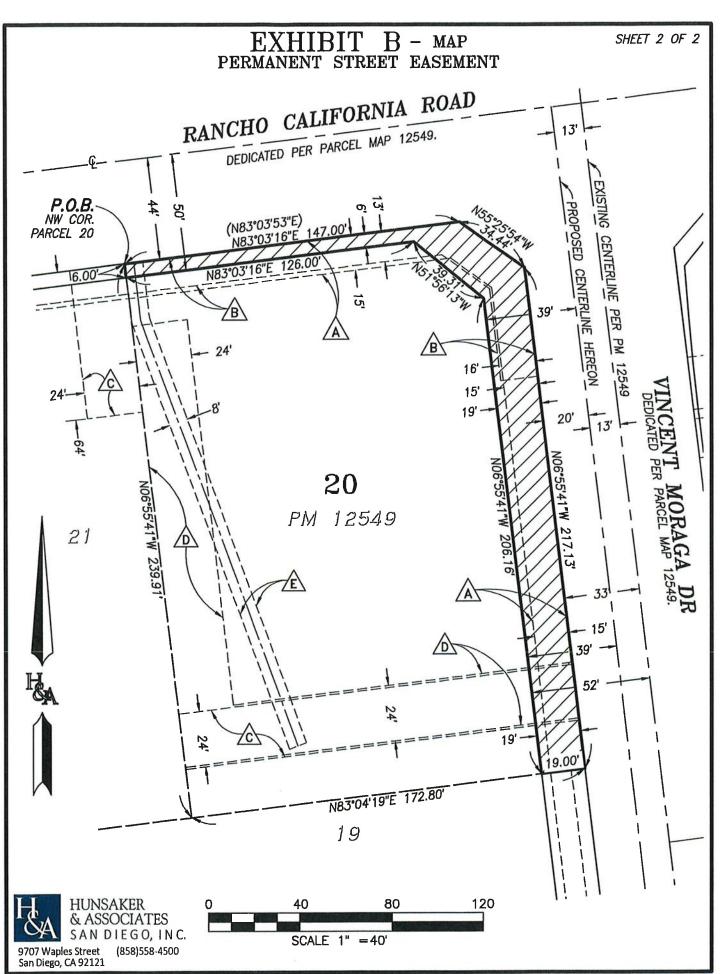




EXHIBIT A — LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASMENT

A PORTION OF PARCEL 20 OF PARCEL MAP 12549

BEING A PORTION OF PARCEL 20 OF PARCEL MAP 12549, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74, PAGES 84 THROUGH 89, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 20 TO A POINT LYING 6.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID PARCEL 20, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE, NORTH 83°03'16" EAST, 126.00 FEET; THENCE SOUTH 51°56'13" EAST, 39.31 FEET; THENCE SOUTH 06°55'41" EAST, 206.16 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 20; THENCE ALONG SAID SOUTHERLY LINE SOUTH 83°04'19" WEST, 27.50 FEET; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 06°55'41" WEST, 68.00 FEET TO A LINE LYING 68.00 FEET NORTHERLY AND PARALLEL WITH SAID SOUTHERLY LINE; THENCE ALONG SAID PARALLEL LINE NORTH 83°04'19" EAST, 24.83 FEET; THENCE LEAVING SAID PARALLEL LINE, NORTH 06°55'41" WEST, 115.84 FEET; THENCE NORTH 51°56'13" WEST, 63.09 FEET; THENCE SOUTH 83°09'10" WEST, 12.30 FEET; THENCE SOUTH 83°13'45" WEST, 30.70 FEET; THENCE SOUTH 82°47'49" WEST, 29.19 FEET; THENCE SOUTH 82°22'45" WEST, 34.31 FEET TO THE WESTERLY LINE OF SAID PARCEL 20; THENCE ALONG SAID WESTERLY LINE NORTH 06°55'41" WEST, 5.92 FEET TO THE TRUE POINT OF BEGINNING.

THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 3,757 SQUARE FEET (0.086 ACRES), MORE OR LESS.

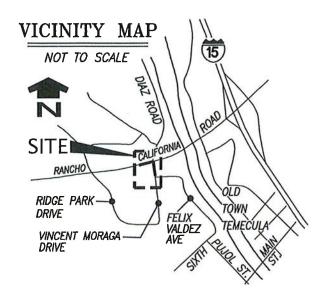
JIMMY J. ELMORE

P.L.S. 8483

11-9-2023



EXHIBIT B - MAP TEMPORARY CONSTRUCTION EASEMENT



LEGEND

AREA OF TEMPORARY CONSTRUCTION EASEMENT AREA = 3,757 SQ. FT. (0.086 ACRES), MORE OR LESS.

P.O.C. POINT OF COMMENCEMENT

T.P.O.B. TRUE POINT OF BEGINNING

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (CCS83), ZONE 6, (EPOCH 2010.0000), BASED LOCALLY ON N.G.S. CORS STATIONS "BILL" AND "P474" DISTANCES DERIVED FROM THE COORDINATE SYSTEM HEREIN ARE GROUND DISTANCES, AS THE COORDINATES HAVE BEEN SCALED TO GROUND VALUES. COMBINED SCALE FACTOR IS 0.9999059859



San Diego, CA 92121

JIMMY J. ELMORE P.L.S. NO. 8483

DATE



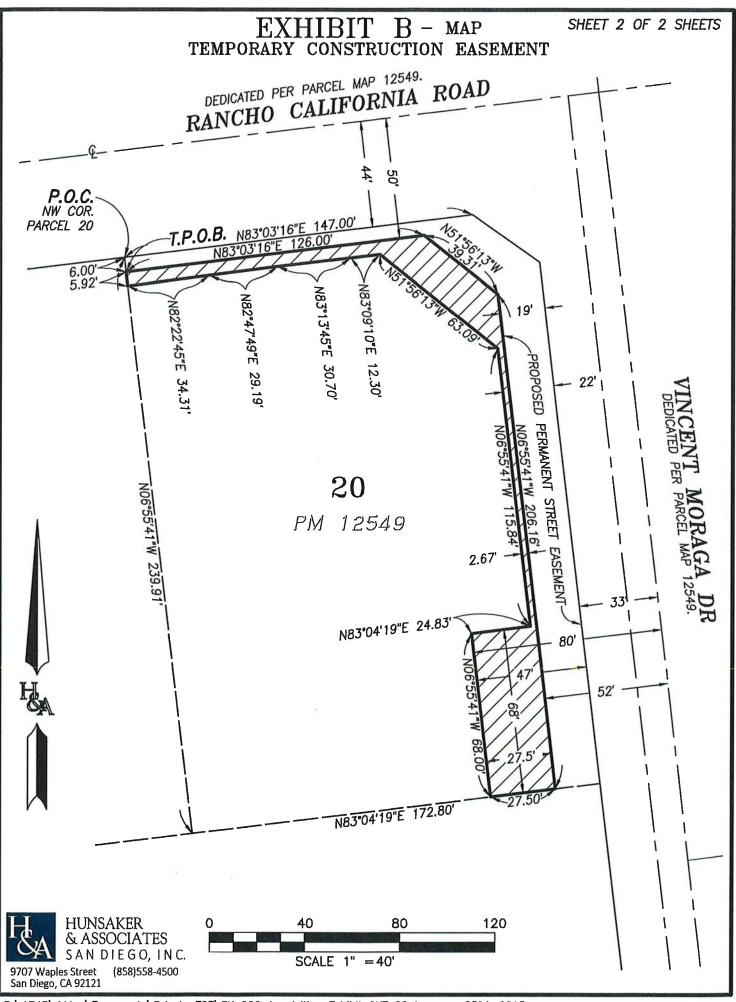




EXHIBIT A — LEGAL DESCRIPTION PERMANENT STREET EASEMENT

A PORTION OF PARCEL 21 OF PARCEL MAP 12549

RANCHO CALIFORNIA ROAD

BEING A PORTION OF PARCEL 21 OF PARCEL MAP 12549, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 74, PAGES 84 TO 89 INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 21; THENCE ALONG THE NORTHERLY LINE THEREOF NORTH 83°03'16" EAST (NORTH 83°03'53" EAST PER SAID PARCEL MAP 12549), 172.20 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE LEAVING SAID NORTHERLY LINE ALONG THE EASTERLY LINE THEREOF SOUTH 06°55'41" EAST, 6.00 FEET TO A LINE LYING 6.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID NORTHERLY LINE; THENCE LEAVING SAID EASTERLY LINE ALONG SAID PARALLEL LINE SOUTH 83°03'16" WEST, 56.00 FEET TO THE BEGINNING OF A 4036.00 FOOT RADIUS CURVE CONCAVE NORTHERLY; THENCE LEAVING SAID PARALLEL LINE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°08'45" A DISTANCE OF 80.72 FEET; THENCE SOUTH 84°12'02" WEST, 35.50 FEET TO THE WESTERLY LINE OF SAID PARCEL 21; THENCE ALONG SAID WESTERLY LINE NORTH 06°55'41" WEST, 4.48 FEET TO THE POINT OF BEGINNING.

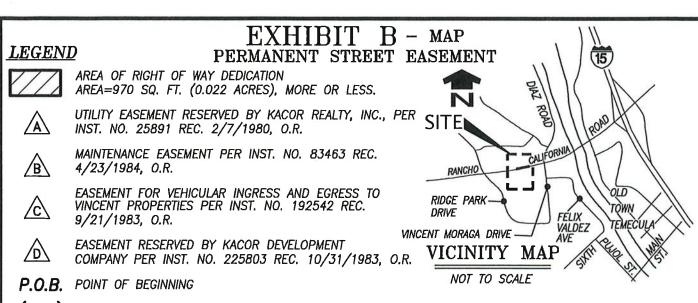
THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 970 SQUARE FEET (0.022 ACRES), MORE OR LESS.

JIMMY J. ELMORE

P.L.S. 8483

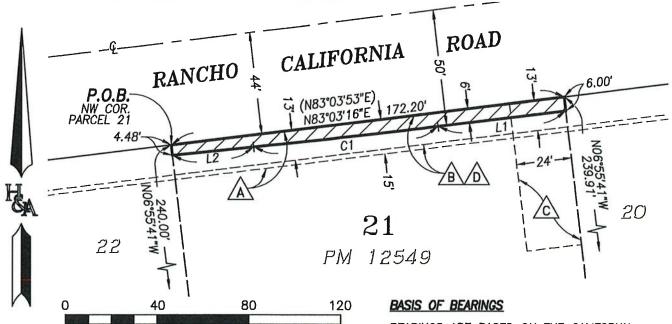
9-22-2023





INDICATES RECORD INFORMATION PER PM 12549.

THE LOCATION OF THE EASEMENT FOR TELEPHONE POLES, ANCHORS, AND INCIDENTAL PURPOSES TO PACIFIC TELEPHONE AND TELEGRAPH COMPANY REC. 9/21/1917 IN BOOK 470 OF DEEDS, PAGE 14 CANNOT BE DETERMINED FROM RECORD INFORMATION AND IS NOT PLOTTED HEREON.



CURVE TABLE			
#	DELTA	RADIUS	LENGTH
C1	01°08'45"	4036.00'	80.72

SCALE 1" = 40'

LINE TABLE		
#	BEARING	DISTANCE
L1	N83°03'16"E	56.00'
L2	N84°12'02"E	35.50'

HUNSAKER & ASSOCIATES SAN DIEGO, INC. 9707 Waples Street (858)558-4500

San Diego, CA 92121



BEARINGS ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (CCSB3), ZONE 6, (EPOCH 2010.0000), BASED LOCALLY ON N.G.S. CORS STATIONS "BILL" AND "P474" DISTANCES DERIVED FROM THE COORDINATE SYSTEM HEREIN ARE GROUND DISTANCES, AS THE COORDINATES HAVE BEEN SCALED TO GROUND VALUES. COMBINED SCALE FACTOR IS 0.9999059859



DATE

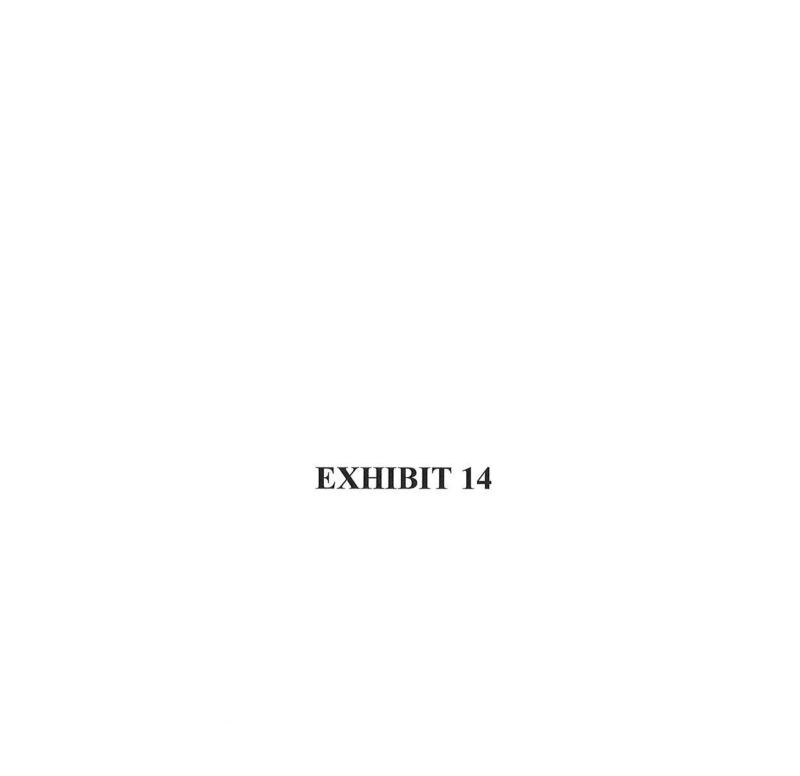


EXHIBIT A – LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF PARCEL 21 OF PARCEL MAP 12549

BEING A PORTION OF PARCEL 21 OF PARCEL MAP 12549, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 74, PAGES 84 TO 89 INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 21; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 06°55'41" EAST, 4.48 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY LINE, NORTH 84°12'02" EAST, 35.50 FEET TO THE BEGINNING OF A 4036.00 FOOT RADIUS CURVE CONCAVE NORTHERLY; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°08'46" A DISTANCE OF 80.73 FEET; THENCE NORTH 83°03'16" EAST, 56.00 FEET TO THE EASTERLY LINE OF SAID PARCEL 21; THENCE ALONG SAID EASTERLY LINE, SOUTH 06°55'41" EAST, 24.96 FEET; THENCE LEAVING SAID EASTERLY LINE SOUTH 83°03'16" WEST, 24.00 FEET; THENCE NORTH 06°55'41" WEST, 15.61 FEET; THENCE SOUTH 83°34'11" WEST, 26.32 FEET; THENCE SOUTH 83°29'39" WEST, 52.34 FEET; THENCE SOUTH 83°29'24" WEST, 69..55 FEET; TO THE WESTERLY LINE OF SAID PARCEL 21; THENCE ALONG SAID WESTERLY LINE NORTH 06°55'41" WEST, 9.70 FEET TO THE TRUE POINT OF BEGINNING.

THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 1,959 SQUARE FEET (0.045 ACRES), MORE OR LESS.

JIMMY J. ELMORE

P.L.S. 8483

11-3-2023



LEGEND



AREA OF TEMPORARY CONSTRUCTION EASEMENT AREA OF TEMPORARY CONSTRUCTION OF LESS. SITE

P.O.C.

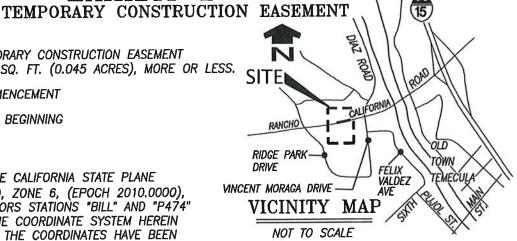
POINT OF COMMENCEMENT

T.P.O.B.

TRUE POINT OF BEGINNING

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (CCS83), ZONE 6, (EPOCH 2010.0000), BASED LOCALLY ON N.G.S. CORS STATIONS "BILL" AND "P474" DISTANCES DERIVED FROM THE COORDINATE SYSTEM HEREIN ARE GROUND DISTANCES, AS THE COORDINATES HAVE BEEN SCALED TO GROUND VALUES. COMBINED SCALE FACTOR IS 0.9999059859



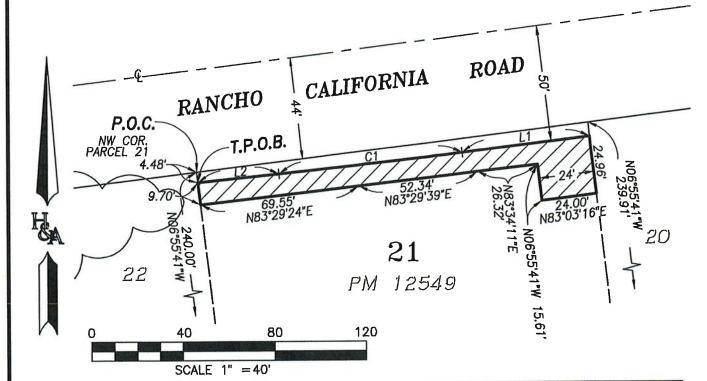


EXHIBIT B - MAP

v — venes	LINE TABLE			
#	BEARING	DISTANCE		
L1	N83°03'16"E	56.00'		
L2	N84°12'02"E	35.50'		

	CURVE TABLE			
#	DELTA	RADIUS	LENGTH	
C1	01°08'46"	4036.00'	80.73'	



San Diego, CA 92121



HMMY J. ELMORE P.L.S. NO. 8483

DATE

EXHIBIT 15

EXHIBIT A — LEGAL DESCRIPTION PERMANENT STREET EASEMENT

A PORTION OF PARCEL 22 OF PARCEL MAP 12549

RANCHO CALIFORNIA ROAD

BEING A PORTION OF PARCEL 22 OF PARCEL MAP 12549, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 74, PAGES 84 THROUGH 89, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 22; THENCE ALONG THE NORTHERLY LINE THEREOF SOUTH 83°03'16" WEST (SOUTH 83°03'53" WEST PER SAID PARCEL MAP 12549), 224.12 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH 84°12'02" EAST, 224.16 FEET TO THE EASTERLY LINE OF SAID PARCEL 22; THENCE ALONG SAID EASTERLY LINE NORTH 06°55'41" WEST, 4.48 FEET TO THE POINT OF BEGINNING.

THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 502 SQUARE FEET (0.012 ACRES), MORE OR LESS.

JIMMY J. ELMORE

P.L.S. 8483

9-22-2023



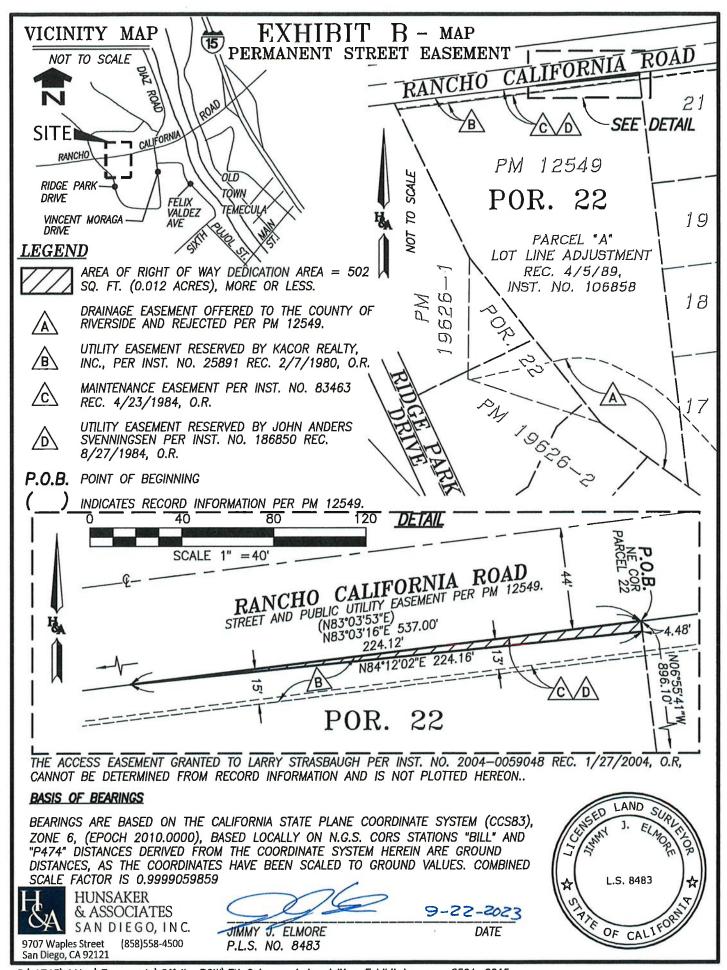




EXHIBIT A - LEGAL DESCRIPTION TEMPORARY CONTRUCTION EASEMENT

A PORTION OF PARCEL 22 OF PARCEL MAP 12549

BEING A PORTION OF PARCEL 22 OF PARCEL MAP 12549, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 74, PAGES 84 THROUGH 89, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 22; THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 06°55'41" EAST, 4.48 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY LINE SOUTH 84°12'02" WEST, 224.16 FEET; THENCE SOUTH 05°47'58" EAST, 5.00 FEET; THENCE NORTH 84°12'02" EAST, 19.02 FEET; THENCE SOUTH 05°47'58" EAST, 15.50 FEET; THENCE NORTH 84°12'02" EAST, 39.33 FEET; THENCE NORTH 05°47'58" WEST, 15.50 FEET; THENCE NORTH 84°12'02" EAST, 65.90 FEET TO THE EASTERLY LINE OF SAID PARCEL 22; THENCE ALONG SAID EASTERLY LINE NORTH 06°55'41" WEST, 5.00 FEET TO THE TRUE POINT OF BEGINNING.

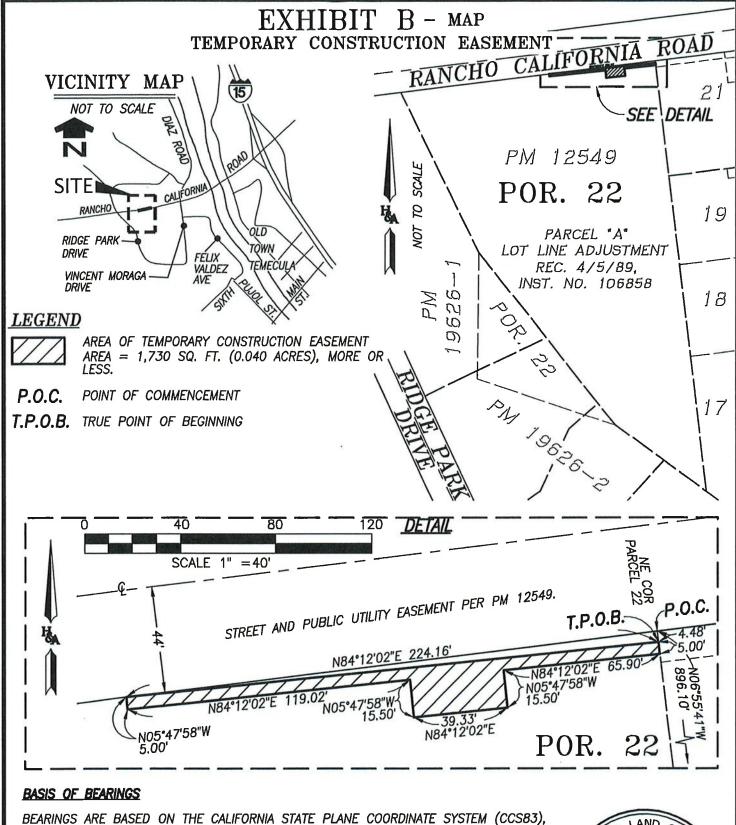
THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 1,730 SQUARE FEET (0.040 ACRES), MORE OR LESS.

JIMMY J. ELMORE

P.L.S. 8483

10-25-2023





BEARINGS ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (CCS83), ZONE 6, (EPOCH 2010.0000), BASED LOCALLY ON N.G.S. CORS STATIONS "BILL" AND "P474" DISTANCES DERIVED FROM THE COORDINATE SYSTEM HEREIN ARE GROUND DISTANCES, AS THE COORDINATES HAVE BEEN SCALED TO GROUND VALUES. COMBINED SCALE FACTOR IS 0.9999059859



9707 Waples Street (858)558-4500 San Diego, CA 92121 JHMMY J, ELMORE

10-25-2023

DATE



P.L.S. NO. 8483



EXHIBIT A - LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF PARCEL 15 OF PARCEL MAP 12549

THAT PORTION OF PARCEL 15 OF PARCEL MAP NO. 12549, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 74, PAGES 84 THROUGH 89 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF INTERSECTION OF THE SOUTHERLY LINE OF FELIX VALDEZ AVENUE AND THE EASTERLY LINE OF VINCENT MORAGA DRIVE AS DEDICATED FOR PUBLIC USE PER SAID PARCEL MAP, SAID POINT ALSO BEING A POINT IN THE WESTERLY LINE OF SAID PARCEL 15; THENCE ALONG SAID WESTERLY LINE SOUTH 06°55'41" EAST, 99.62 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°16'54" A DISTANCE OF 21.44 FEET; THENCE 19°12'35" EAST, 32.64 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY LINE NORTH 86°04'19" EAST, 17.73 FEET; THENCE SOUTH 07°01'09" EAST, 26.87 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 15; THENCE ALONG SAID SOUTHERLY LINE SOUTH 82°58'51" WEST, 13.00 FEET TO SAID WESTERLY LINE; SAID POINT BEING THE BEGINNING OF A 47.00 FOOT NON-TANGENT RADIUS CURVE CONCAVE WESTERLY; A RADIAL LINE TO SAID POINT BEARS NORTH 82°58'51" EAST: THENCE ALONG SAID WESTERLY LINE AND ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°11'26" A DISTANCE OF 10.00 FEET; THENCE NORTH 19°12'35" WEST, 17.36 FEET TO THE TRUE POINT OF BEGINNING.

THE HEREINABOVE DESCRIBED PARCEL OF LAND CONTAINS 402 SQUARE FEET (0.009 ACRES), MORE OR LESS.

JIMMY J. ELMORE

P.L.S. 8483

11-6-2023

HUNSAKER & ASSOCIATES SAN DIEGO, INC.

L.S. 8483

L.S. 8483

SHEET 1 OF 1

FELIX VALDEZ AVE (DEDICATED PER PM 12549)

15

PM 12549

N19°12'35"W 32.64' T.P.O.B.

\N82°58'51"E(R)

LEGEND

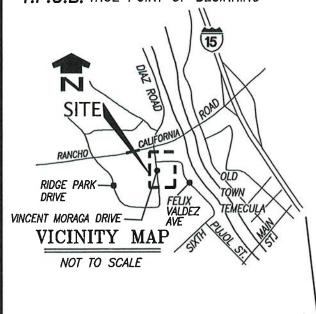
EXHIBIT B - MAP TEMPORARY CONSTRUCTION EASEMENT



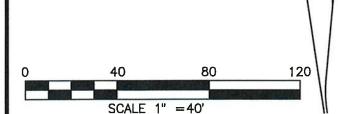
AREA OF TEMPORARY CONSTRUCTION EASEMENT AREA= 402 SQ. FT. (0.009 ACRES), MORE OR

P.O.C. POINT OF COMMENCEMENT

T.P.O.B. TRUE POINT OF BEGINNING



LINE TABLE		
#	BEARING	DISTANCE
L1	N83°04'19"E	17.73'
L2	N82°58′51″E	13.00'
L3	N19°12'35"W	17.36





	CURVE	TABLE	
#	DELTA	RADIUS	LENGTH
C1	12°11'26"	47.00'	10.00'

HUNSAKER & ASSOCIATES SAN DIEGO, INC. 9707 Waples Street San Diego, CA 92121 (858)558-4500

JIMMY J. ELMORE P.L.S. NO. 8483

P.O.C.

EXISTING

EXISTING R.O.W. N06°55'41"W 99.62'

N07°01'09"W 26.87