

Recording requested by
and when recorded return to:

CITY OF TEMECULA
Attention: Randi Johl
Director of Legislative Affairs/City Clerk
41000 Main Street
Temecula, California 92590

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assessor's Parcel No. 965-400-001 [X] Portion

Documentary Transfer Tax \$0.00

This Instrument is for the benefit of the City of Temecula and is exempt from Recording Fees (Govt. Code § 27383), Filing Fees (Govt. Code § 6103), and Documentary Transfer Tax (Rev & Tax Code § 11922).

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement Agreement ("TCE Agreement") is entered into by and between Stage & Portola, LLC, a California limited liability company ("Grantor"), and the CITY OF TEMECULA, a municipal corporation (the "City"). Grantor and the City are referred to below collectively as the "Parties". The TCE Agreement is effective on the date it is fully executed by the Parties ("Effective Date").

RECITALS

WHEREAS, Grantor is the record fee owner of that certain real property located in the City of Temecula, county of Riverside ("County"), state of California, identified as Riverside County Tax Assessor's Parcel Number 965-400-001 and legally described on Schedule 1 attached hereto and incorporated herein by this reference ("Grantor's Property").

WHEREAS, the City seeks to construct certain public street, storm drainage, and related improvements in connection with the public infrastructure project commonly referred to in the City's documents as AD 159 – Butterfield Stage Road Storm Drain – Line A Stage 2 Improvements ("Line A Stage 2 Improvements").

WHEREAS, pursuant to PC Resolution No. 2024-13, the Planning Commission of the City of Temecula approved Planning Application No. PA14-0087, Tentative Tract Map (TTM 36483) for the Creation of 164 Single Family Residential Lots and Nine (9) Open Space Lots on 42.64 Acres for Planning Area 4 Within the Paloma Del Sol Specific Plan and Making a Finding of Exemption

from the California Environmental Quality Act Under Public Resources Code Section 21166 and Government Code Section 65457 (APNs: 949-400-001, -002) (“Development Project”).

WHEREAS, pursuant to Condition 89 of the final conditions of approval for the Development Project, Taylor Morrison of California LLC, a California limited liability company (“Taylor Morrison”) is required to obtain a storm drain easement on Grantor’s Property for the benefit of the City and its successors and assigns in connection with the construction of certain storm drain improvements on the Property in connection with the construction of the Storm Drainage Improvements. The improvements that will be constructed in said storm drain easement include, but are not limited to, the construction of storm drainage inlets and related improvements (“Storm Drainage Improvements”) to tie in to the Line A Stage 2 Improvements.

WHEREAS, Taylor Morrison and Grantor negotiated the consideration Grantor shall receive for the authorization provided to the City to use and possess the TCE Area (defined below) to facilitate the construction of the Storm Drainage Improvements pursuant to the terms of this TCE Agreement.

WHEREAS, Grantor desires to authorize the City to possess and use the TCE Area discussed below to facilitate the City’s construction of the Storm Drainage Improvements that the City is constructing on portions of Grantor’s Property pursuant to that certain Grant of Permanent Easement for Storm Drainage, Maintenance and Access Easement Agreement (“PME Agreement”) entered into between Grantor and the City concurrently with this TCE Agreement.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor and the City agree as follows:

1. Grant of Temporary Construction Easement. Grantor hereby grants to the City an approximate 5,624 square foot temporary construction easement (“Temporary Construction Easement”) on Grantor’s Property solely for the purpose of facilitating the City’s construction of the Storm Drainage Improvements in the approximate 13,190 square foot perpetual non- exclusive permanent easement area for storm drainage purposes, maintenance and access described in the PME Agreement. The area of the Temporary Construction Easement is legally described on EXHIBIT A, “Legal Description Temporary Construction Easement” and depicted on EXHIBIT B, “Depiction of Temporary Construction Easement – APN 965-400-001, Savala Property” (“TCE Area”). EXHIBIT A and EXHIBIT B are attached to this TCE Agreement and are incorporated herein by this reference.

2. Scope of Temporary Construction Easement. The Temporary Construction Easement is for the use by the City, its contractors, subcontractors, employees and agents (collectively, “City Designees”) until the termination of said Temporary Construction Easement, as provided herein; the purpose and scope of this Temporary Construction Easement is solely to facilitate the City’s construction of the Project, including, without limitation, use of the Temporary Construction Easement for construction staging purposes, storage of equipment and material in connection with the City’s construction of the Storm Drainage Improvements. To the extent any of the City Designees are third party contractors retained by the City (collectively, the “Contractor”), the retaining of such Contractor by the City shall not relieve the City of any of its obligations under this TCE Agreement. Except for entry that is required for emergency purposes, City shall provide to Grantor not less than ten (10) prior calendar days written notice of each Contractor the City retains

for purposes of this TCE Agreement, which notice shall include the applicable contact information for such Contractor. At all times, any and all work performed by the City Designees and/or the Contractor as permitted by this TCE Agreement shall be conducted in compliance with all applicable laws, rules and regulations.

3. Commencement of Temporary Construction Easement. The term of the Temporary Construction Easement is for twelve months and will commence thirty (30) calendar days after the date on which the City notifies Grantor in writing that it will commence its possession and use of the TCE Area to facilitate the construction of the Storm Drainage Improvements. The 30th calendar day after the date of the City's notice is deemed the "Commencement Date".

4. No Liens. The City agrees to keep Grantor's Property free of any liens including, without limitation, liens by contractors, subcontractors, or suppliers, engineers, architects, surveyors, or others that may have lien rights for work, arising out of the City's use of the Temporary Construction Easement in connection with the construction of the Project. If any such lien is filed on Grantor's Property in connection with the City's use of the Temporary Construction Easement, the City will, at its sole cost and expense, have the lien released and discharged of record in a matter satisfactory to the Grantor within thirty (30) calendar days of receiving notice of the lien. If the City fails to remove the lien within such thirty (30) day period, Grantor will have the right to remove the lien, and City, upon demand, will reimburse the Grantor for all costs and expenses, including without limitation reasonable attorneys' fees incurred by Grantor in connection with such removal.

5. Termination of City's Right to Use Temporary Construction Easement. The Temporary Construction Easement will terminate on the earlier to occur of (a) twelve (12) months after the Commencement Date (as defined in Section 2 above), (b) the date that the City records a Notice of Termination of the Temporary Construction Easement in the Official Records of the County or (c) the date the City records a Notice of Completion for the Project. Notwithstanding the foregoing, the Temporary Construction Easement will automatically terminate in the event the City does not deliver the notice to Grantor required by Section 3 above on or before December 31, 2028. Upon the termination of the Temporary Construction Easement, the City agrees to take such actions as the Grantor may reasonably request to evidence and give effect to the termination of the City's use of the Temporary Construction Easement and the relinquishment of the City's rights and interests in the Temporary Construction Easement pursuant to this TCE Agreement, including, but not limited to the recording in the Official Records of the County of Riverside of a Notice of Termination of the Temporary Construction Easement in substantially the form attached as EXHIBIT C hereto.

6. Insurance. Prior to entry on the area of the TCE, City will cause its contractor for the construction of the Storm Drainage Improvements to procure and maintain policies of general commercial liability and umbrella/excess liability insurance naming Grantor as additional named insured covering any and all claims, demands, and causes of action against Grantor arising out of or pertaining to the use of the TCE by or activities of City's contractor pursuant to this TCE Agreement. Such insurance will be maintained in force during the term of the TCE. The contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the contractor, its agents, representatives, employees or subcontractors. The insurance requirements are set forth below (the "Minimum Insurance Requirements"):

a. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and/or damages to property, which may arise from or in connection with the construction of the Storm Drainage Improvements and the results of work by the Contractor, its agents, representatives, employees, or subcontractors.

b. Minimum Scope of Insurance. Coverage shall be at least as broad as the following:

1) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operation, property damage, bodily injury, and personal & advertising with limits no less than Two Million (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Symbol 1), or if Contractor has no owned autos, covering hired, (Symbol 8) and non-owned autos (Symbol 9), with limits no less than Two Million (\$2,000,000) per accident for bodily injury, including death, of one or more persons, property damage and personal injury.

3) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One million (\$1,000,000) per accident for bodily injury or disease. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to its employees. Pursuant to Labor Code Section 1861, Contractor must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Contractor is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers and Grantor.

4) Umbrella/Excess Liability limits must be at least \$3,000,000 each occurrence with terms and conditions at least as broad as the underlying Commercial General Liability, Business Auto Liability, and Employers' Liability policies. Umbrella/Excess Liability coverage must include as additional insureds all entities that are additional insureds on the underlying insurance. Umbrella/Excess Liability coverage for such additional insureds shall apply as primary and non-contributory.

c. Professional Liability (Errors and Omissions): One million (\$1,000,000) per occurrence and in aggregate. Professional Liability Insurance shall be written on a policy form providing professional liability for the Contractor's profession.

d. Pollution Liability: With limits of not less than One Million Dollars (\$1,000,000) per occurrence and a Two Million (\$2,000,000) aggregate for bodily injury, personal injury, and property damage.

e. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by the Risk Manager.

f. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers, and Grantor are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor's products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor Insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers, or Grantor.

2) For any claims related to this project, the Contractor insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers, and Grantor. Any insurance or self-insurance maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees or volunteers, or Grantor shall be excess of the Contractor's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

3) The Contractor may use Umbrella or Excess Policies to provide the limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability Insurance.

4) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect the indemnification provided to the City of Temecula, the Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers, or Grantor.

5) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City and Grantor require and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

7) If insurance coverage is canceled or, reduced in coverage or in limits the Contractor shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

8) Waiver of Subrogation: Insurance policies shall require that the Contractor waive, and each policy of insurance shall be endorsed to waive all rights against the City, Temecula Community Services District, Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, and volunteers and Grantor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the insurance requirements stated herein.

9) The limits of liability specified herein may be provided by any combination of primary and umbrella/excess liability insurance policies. Umbrella/excess liability coverage shall include automobile liability, general liability and employer's liability and be on a following-form basis.

10) Unless otherwise approved by City, if any part of the Services and Tasks is subcontracted, the Minimum Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Contractor, and all subcontractors must agree in writing to be bound by the provisions of this section.

g. Acceptability of Insurers. Insurance required above, except for workers' compensation insurance, must be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

h. Verification of Coverage. Contractor shall furnish the City and Grantor with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City and Grantor before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

i. Special Risks or Circumstances. The City reserves the right to increase (but not reduce) these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

j. No Entry by City without Insurance. In no event shall the City enter onto Grantor's Property unless it obtains the minimum insurance requirement set forth in this Section 6 which names the Grantor as additional insured.

7. Indemnities. The City shall indemnify, protect, hold harmless and defend Grantor (and successor owners of Grantor's Property) from and against all liabilities, obligations, liens, claims, actual damages, out-of-pocket costs, demands, fines, penalties, actual losses and out-of-pocket expenses, including reasonable attorneys' fees and court costs (collectively, "Liabilities"), but only to the extent such Liabilities result from: (a) any liens or claims by persons providing materials, labor or services in connection with the work performed by or at the request of the City or any of its employees, agents, contractors, subcontractors, materials suppliers, consultants, affiliates or representatives (collectively, the "City Parties"); (b) any personal injury, death or property damage in connection with entry onto Grantor's Property generally or the Easement Area specifically by any of the City Parties pursuant to this TCE Agreement; (c) any violation of laws, rules or regulations applicable to the work by any of the City Parties; (d) the use, storage, deposit or release by any of the City Parties of any hazardous materials on, under, about or within Grantor's Property generally or the Easement Area specifically in connection with the work by any of the City Parties; and/or (e) any other breach by Grantor of any other term, covenant or obligation under this TCE Agreement. The foregoing indemnity obligations shall survive termination of this TCE Agreement.

8. Remedies. In the event of a material default or failure of performance by a party hereunder and failure to cure such default or non-performance within thirty (30) days following written notice from the other party, the non-defaulting party shall be entitled to pursue all remedies available at law and in equity, including, without limitation, the remedies of specific performance and injunctive relief. Notwithstanding the foregoing, or anything else contained to the contrary in this TCE Agreement, the aforementioned notice and cure period shall be limited to ten (10) business days with respect to a monetary default, without extension. Further, the notice and cure periods set forth in this TCE Agreement are not cumulative (i.e., there shall be only one notice and cure period applicable to any particular non-performance or default hereunder). If a provision of this TCE Agreement requiring a particular performance by a party contains a notice and cure provision with respect to that performance, then that shall be the notice and cure provision applicable to that particular performance. If there is no such specific notice and cure provision in this TCE Agreement which is applicable to a particular performance hereunder, then the notice and cure provision in this paragraph shall then apply. In addition to any other remedies available to Grantor under this TCE Agreement or at law or in equity, all rights of Grantee under this TCE Agreement shall expire and terminate upon a material default or failure or performance by the City hereunder and failure to cure such default within the time period required above.

9. City's Obligations on Termination of Temporary Construction Easement. The City agrees that, prior to or on the termination date of the Temporary Construction Easement, the City will remove any construction equipment and materials stored in the area of the Temporary Construction Easement in connection with the Project. Further, the City will cause the City Designees to replace with material and like quality any hardscape, landscaping, and improvements located in the area of the Temporary Construction Easement, if any, that are damaged in connection with the City's use of the Temporary Construction Easement for the construction of the Project.

10. Notices. All notices and demands will be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices will be considered given upon the earlier of (a) personal delivery, (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (c) one (1) business day following deposit with an overnight carrier service. The parties will address such notices

as provided below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party will thereafter be given as demanded in that notice:

City: City of Temecula
41000 Main Street
Temecula, California 92590
Attention: Aaron Adams, City Manager
Email: Aaron.Adams@TemeculaCA.gov

Copy to: Richards, Watson & Gershon
350 South Grand Avenue, 37th Floor Los
Angeles, California 90071
Attention: Peter M. Thorson, City Attorney
Email: pthorson@rwglaw.com

Grantor: Stage & Portola, LLC
16402 Construction Circle
East Irvine, CA 92606
Attention: Kelley Dyer and Erin Oskorus
Email: kelley@savala.com and erinoskorus@savala.com
Tel: 949-552-1859

Copy to: Brown & Streza LLP
40 Pacifica, Suite 1500
Irvine, CA 92618
Attention: Vincent J. Le Pore III, Esq.
Email: v.lepore@brownandstreza.com
Tel: 949-453-2900

11. Miscellaneous Provisions.

a. Any amendments to this TCE Agreement must be in writing and duly executed by both Grantor and the City.

b. This TCE Agreement will be construed and interpreted under, and governed and enforced according to the internal laws of the State of California applicable to agreements made and to be performed in the state.

c. This TCE Agreement contains the entire agreement between the Grantor and the City regarding the Temporary Construction Easement and construction of certain permanent improvements within the Temporary Construction Easement portion of the Grantor's Property.

d. Except as otherwise provided herein, the provisions of this TCE Agreement will be binding on and inure to the benefit of the parties hereto and their respective heirs,

successors and assigns.

e. This TCE Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

f. Each party has reviewed this TCE Agreement and each has had the opportunity to have its respective counsel and real estate advisors review and revise this TCE Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in the interpretation of this TCE Agreement or any amendments or exhibits thereto.

g. If any part, term or provision of this TCE 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 each party will be construed and enforced as if this TCE Agreement did not contain the particular part, term or provision held to be invalid.

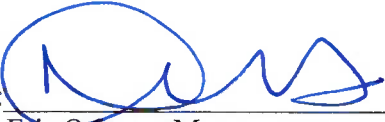
h. Attorneys' Fees. In any action to enforce this TCE Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs and expenses, including expert witness expenses, in addition to any other available remedy. In addition to the fees and costs recoverable under the preceding sentence, the Parties agree that the prevailing party shall be entitled to recover reasonable attorneys' fees, expenses and costs incurred in connection with the enforcement of a judgment arising from any such action.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, this TCE Agreement is effective on the date set forth below.

STAGE & PORTOLA , LLC,
a California limited liability company

Date: 4.8.26

By: 
Erin Oskorus, Manager

CITY OF TEMECULA,
a municipal corporation

Date: _____

By: _____
Aaron Adams, City Manager

ATTEST:

By: _____
Randi Johl,
Director of Legislative Affairs,/City Clerk

APPROVED AS TO FORM:

By: _____
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)
) ss.
COUNTY OF Orange)

On April 08th, 2026, before me, Young Kim, Notary Public, personally appeared Erin Oskonis, 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: *Young Kim*



(Seal)

SCHEDULE 1

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

The Real Property referred to herein below is situated in the City of Temecula, County of Riverside, State of California, and is described as follows:

PARCEL 1 OF PARCEL MAP NO. 6428, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20, PAGES 70, 71, 72 AND 73 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

For conveyancing purposes only: APN 965-400-001

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

That portion of land, in the City of Temecula, County of Riverside, State of California, being a portion of Parcel 1 of Parcel Map No. 6428, as shown by map on file in Book 20, Pages 70 through 73, inclusive, of Parcel Maps in the Office of the County Recorder of said Riverside County, being described as follows:

COMMENCING at the southwest corner of said Parcel 1, said point lying on the centerline of Butterfield Stage Road;

Thence along the southerly line of said Parcel 1 North 72°05'29" East 55.22 feet to a point on the easterly right-of-way line of said Butterfield Stage Road;

Thence continuing along said southerly line of Parcel 1 North 72°05'29" East 112.50 feet, to the **TRUE POINT OF BEGINNING**;

Thence leaving said southerly line of Parcel 1 North 22°56'23" West 26.28 feet;

Thence North 49°02'51" East 41.93 feet;

Thence North 22°56'23" West 36.53 feet;

Thence South 85°03'52" West 121.44 feet;

Thence South 67°03'37" West 36.45 feet to a point on said easterly right-of-way line of Butterfield Stage Road;

Thence along said easterly right-of-way line North 22°56'30" West 20.00 feet;

Thence leaving said easterly right-of-way line North 67°03'37" East 39.62 feet;

Thence North 85°03'52" East 139.14 feet;

Thence South 22°56'23" East 65.59 feet;

Thence South 49°02'51" West 41.93 feet;

Thence South 22°56'23" East 13.52 feet, to a point on the southerly line of said Parcel 1;

Thence along said southerly line of Parcel 1 South 72°05'29" West 20.08 feet, to the **TRUE POINT OF BEGINNING**.

CONTAINING: 5,624 Square Feet, more or less.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

 10/3/25
John R. Duquette, PLS 7566, Date



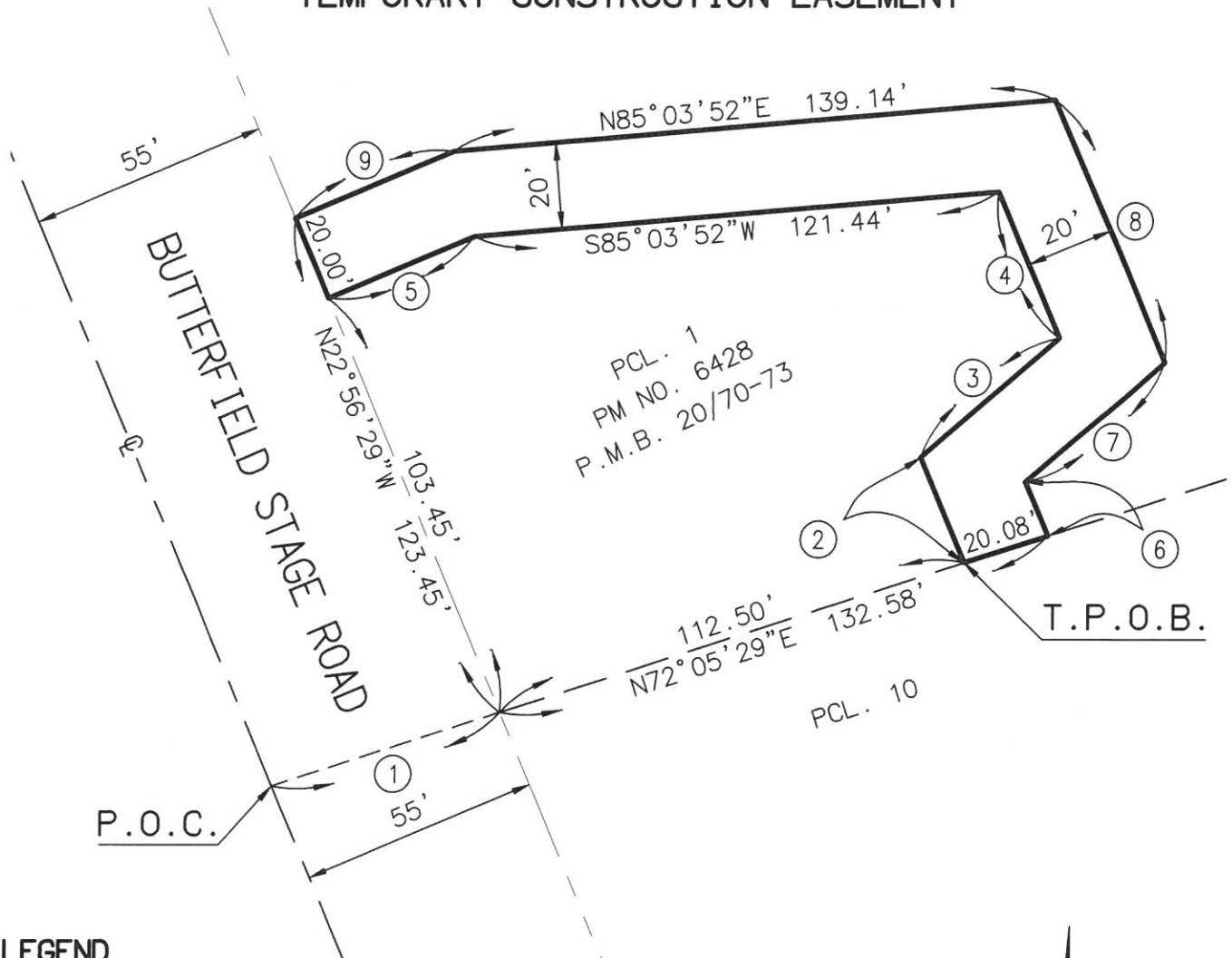
H:\pdata\139600\CADD\Mapping\Exhibits\TCE\139600ex007\gl.doc

EXHIBIT B

DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT



LEGEND

- TEMPORARY CONSTRUCTION EASEMENT CONTAINS: ±5624 SF
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING

LINE TABLE		
NO	BEARING	LENGTH
1	N72°05'29"E	55.22'
2	N22°56'23"W	26.28'
3	N49°02'51"E	41.93'
4	N22°56'23"W	36.53'
5	S67°03'37"W	36.45'
6	S22°56'23"E	13.52'
7	S49°02'51"W	41.93'
8	S22°56'23"E	65.59'
9	N67°03'37"E	39.62'



John R. Duquette
10/31/25



SCALE: 1"=40'

SHEET 1 OF 1 SHEETS

Michael Baker
INTERNATIONAL

JN: 139600-EX-007
SEC. 10, T.8S., R.2.W, S.B.M.

EXHIBIT C

FORM OF NOTICE OF TERMINATION OF TCE AGREEMENT

Recording Requested by and when recorded
return to:

City of Temecula
Attention: Randi Johl
Director of Legislative Affairs/City Clerk
41000 Main Street
Temecula, California 92590

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assessor's Parcel No. 965-400-001 [X] Portion

Documentary Transfer Tax \$0.00

This Instrument is for the benefit of the City of Temecula and is exempt from Recording Fees (Govt. Code § 27383), Filing Fees (Govt. Code § 6103), and Documentary Transfer Tax (Rev & Tax Code § 11922).

**NOTICE OF TERMINATION OF CITY'S USE OF TEMPORARY
CONSTRUCTION EASEMENT PURSUANT TO GRANT OF
TEMPORARY CONSTRUCTION EASEMENT**

The CITY OF TEMECULA, a municipal corporation ("City") and Stage & Portola, LLC, a California limited liability company ("Grantor") entered into a Grant of Temporary Construction Easement recorded on _____ as Document Number _____ Official Records of the County of Riverside ("TCE Agreement").

Pursuant to the TCE Agreement, the City was authorized to possess and use the approximate 5,624 square foot temporary construction easement ("TCE") to facilitate the construction of certain Storm Drainage Improvements (as defined in the TCE Agreement) constructed on a permanent easement area located on portions of the real property identified as Riverside County Tax Assessor's Parcel Number 965-400-001 legally described on Schedule 1 attached hereto ("Grantor's Property").

By letter dated _____, 2025, the City provided to Grantor notice of commencement of the City's use of the TCE. Pursuant to the TCE Agreement, the term of the TCE is for twelve months. The term commenced thirty (30) calendar days after the date on which the City notified Grantor in writing that it planned to commence its possession and use of the TCE Area to facilitate the construction of the Storm Drainage Improvements. The 30th calendar day after the date of the City's notice is deemed the "Commencement Date" under the TCE Agreement. The purpose of this Notice is to confirm the termination of the rights granted to City pursuant to the TCE Agreement.

NOW THEREFORE, the City hereby provides notice that the City's contractor has completed construction of the Storm Drainage Improvements and the City no longer needs possession and use of the approximate 5,624 square foot TCE. This Notice of Termination gives notice of the extinguishment of the approximate 5,624 square foot TCE and the relinquishment of the City's rights and interests in said TCE pursuant to the TCE Agreement. Accordingly, the TCE Agreement shall be removed as an encumbrance on title to the Grantor's Property and said TCE Agreement shall have not further force and effect.

Date: _____

By: _____

Aaron Adams, City Manager

ATTEST:

By: _____

Randi Johl,
Director of Legislative Affairs/City Clerk

APPROVED AS TO FORM:

By: _____

Peter M. Thorson, City Attorney