

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMECULA APPROVING THAT CERTAIN GRANT OF PUBLIC UTILITY EASEMENT AND THE TEMPORARY CONSTRUCTION EASEMENT GRANTED BY LONGS DRUG STORES CALIFORNIA, L.L.C. IN CONNECTION WITH THE SANTA GERTRUDIS CREEK PHASE II – MARGARITA UNDER-CROSSING, PW19-04 AND MAKING FINDINGS THAT NO FURTHER ENVIRONMENTAL REVIEW IS REQUIRED PURSUANT TO SECTION 15162 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES AND SECTION 21166 OF THE PUBLIC RESOURCES CODE (APN 920-080-020)

THE CITY COUNCIL OF THE CITY OF TEMECULA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Findings.

A. The City of Temecula (“City”) is a municipal corporation, located in the County of Riverside, State of California.

B. Longs Drug Stores California, L.L.C., a California limited liability company (“Owner”) is the record owner of that certain property located at 40365 Winchester Road, in the City of Temecula, and identified as Riverside County Tax Assessor’s Parcel Number 920-080-020 (“Property”). The Property is improved with a CVS Pharmacy.

C. On August 10, 2023, the City made a written offer to Owner pursuant to Government Code Section 7267.2 (“Offer”) to purchase an approximate 594 square foot permanent non-exclusive public utility easement and an approximate 722 square foot non-exclusive temporary construction easement with a term of six (6) months on the Property in connection with the Santa Gertrudis Creek Phase II – Margarita Under-Crossing, PW19-04 (“Project”). The Project will construct a total approximate 610 feet of a shared bicycle/trail undercrossing beneath the overpass of Margarita Road. The Project would include the reconstruction and/or replacement of the existing trail and infrastructure, such as the existing retaining wall and channel slope paving and cut-off wall. The Project requires the relocation of a reclaimed waterline owned by Rancho California Water District (“RCWD”). Accordingly, the City was required to acquire, for the benefit of RCWD, the necessary property interests for the reclaimed waterline and related improvements.

D. The City seeks to acquire the approximate 594 square foot permanent non-exclusive public utility easement described more particularly in EXHIBIT “A” and EXHIBIT “B” to the attached Grant of Public Utility Easement for a public use, namely for public utility and reclaimed waterline purposes, access and maintenance purposes, and all uses necessary and convenient thereto in connection with the Project. The City seeks to acquire the approximate 722 square foot non-exclusive temporary construction easement with a term of six (6) months described more

particularly in EXHIBIT “A” and EXHIBIT “B” to the attached Temporary Construction Easement to help facilitate the construction of the reclaimed waterline improvements in connection with the Project. The approximate 594 permanent public utility easement and approximate 722 square foot temporary construction easement that the City seeks to acquire on the Property are described more particularly below referred to collectively as the “Subject Property Interests”. The public utility easement is located directly adjacent to an existing public utility easement in favor of RCWD. After the City completes construction of the Project, the City plans to quitclaim to RCWD its title and interest in and to said public utility easement.

E. The City seeks to acquire the Subject Property Interests for public use, namely for public utility and reclaimed waterline purposes, access and maintenance purposes, and all uses necessary and convenient thereto in connection with the Project. The City is authorized to acquire the Subject Property Interests in connection with the Project pursuant to the authority conferred upon the City by California Government Code Sections 37350, 37350.5, 37351, 38730, 38742 (b) and 40404, and by other provisions of law.

F. The total monetary consideration that the City will pay to Owner for the Subject Property Interests is \$14,300.00 (Fourteen Thousand Three Hundred Dollars) (“Compensation”). The City’s Offer to purchase the Subject Property Interests for the Compensation was based on the fair market value estimate for the Subject Property Interests set forth in the independent appraisal prepared on behalf of the City. The City wishes to proceed with the proposed acquisition of the Subject Property Interests and Owner wishes to grant to the City the Subject Property Interests pursuant to the terms of the Grant of Public Utility Easement and Temporary Construction Easement attached to this Resolution and incorporated herein by this reference.

Section 2. Approval of Grant of Public Utility Easement. The City Council of the City of Temecula finds that the acquisition of the approximate 594 square foot non-exclusive public utility easement located on portions of the Property is in the public interest and is necessary for the construction of the Project. Pursuant to the Grant of Public Utility Easement, the Owner grants to the City, for good and valuable consideration in the amount of \$13,400.00 (Thirteen Thousand Four Hundred Dollars), the approximate 594 square foot permanent non-exclusive easement for public utility and reclaimed waterline purposes, and all uses necessary or convenient thereto on the portion of the Property more particularly described on EXHIBIT “A” and depicted on EXHIBIT “B” to the Grant of Public Utility Easement (“Easement Area”), subject to the terms and conditions of said Grant of Public Utility Easement. The public utility easement is for the installation, construction, operation, maintenance, repair, replacement, and reconstruction of water, sewer, and/or recycled water pipeline or pipelines, and all fixtures or appurtenances incidental thereto, and placement of tools, implements, and materials thereon as necessary to exercise the rights conveyed under the Grant of the Public Utility Easement, together with a right-of-way for ingress and egress for vehicles, machinery or equipment as may be necessary or convenient from adjacent roadways over a reasonable path to the Easement Area. The City also has the perpetual right to remove from the Easement Area buildings, structures, trees, bushes, soil, undergrowth, flowers, and any other obstructions that the City deems are interfering with the use of said Easement and right-of-way by the City, its successors, or assigns. The Owner reserves the right, at the Owner’s own risk, to use the surface of the Easement Area in a manner that will not interfere with or be detrimental to the use of said easement and right-of-way by the City, its successors, and assigns, provided. The Grant of Public Utility Easement provides that the ground

elevations of said Easement Area existing at the time the document is executed cannot be increased or decreased except for grade changes required for construction of the subject utility pipelines, appurtenances, and/or facilities for the reclaimed water pipeline and related facilities, as shown on plans approved by the Owner. The City is required, as part of the Project, restore the Easement Area, limited only to backfill, compaction, and patching the area(s) of non-decorative impervious pavement and curbing (if applicable) excavated by the City as part of the maintenance and/or repair activity to as close to the condition of that said area existing prior to the excavation. The City also agrees that, except for any trees located in the Easement Area, the City will replace, with material of like kind and quality, any improvements located in the Easement Area that were damaged as a result of the City's construction, maintenance or repair of the facilities authorized pursuant to the Grant of Public Utility Easement, including any irrigation improvements or landscaping located in the Easement Area. The Grant of Public Utility Easement contains indemnification provisions. The Grant of Public Utility Easement expressly acknowledges that the City may transfer to RCWD the City's interest in, and rights and obligations under said easement and that the acceptance of any such transfer by RCWD constitutes the acceptance by RCWD of the rights, terms, and obligations under said easement.

Section 3. Approval of Temporary Construction Easement Agreement. The City Council of the City of Temecula finds that the acquisition of the approximate 722 square foot non-exclusive temporary construction easement on portions of the Property is in the public interest and is necessary to facilitate the construction of the Project. Pursuant to the Temporary Construction Easement Agreement, the Owner authorizes the City, for good and valuable consideration in the amount of \$900.00 (Nine Hundred Dollars), to enter upon and use the approximate 722 square foot non-exclusive temporary construction easement for a term of six (6) months to facilitate the construction of the Project. The approximate 722 square foot temporary construction easement is described more particularly in EXHIBIT "A" and depicted on EXHIBIT "B" to the Temporary Construction Easement Agreement. Under the Temporary Construction Easement Agreement, the City and its contractors, agents, representatives, and employees and others deemed necessary by the City ("City Designees") are authorized to use the 722 square foot area ("TCE Area") to facilitate the construction of the Project, including ingress and egress, to facilitate the movement of construction equipment for the construction of the reclaimed waterline and related facilities that will be constructed as part of the Project in the approximate 594 square foot permanent easement, that the City is acquiring directly adjacent to the TCE Area. The term of City's use of the TCE Area will commence thirty (30) calendar days from the date upon which City provides to Owner with written notice of City's intent to commence its use of the TCE Area ("Commencement Date"). The term of the TCE shall terminate on the earliest of (i) the date upon which City notifies the Owner that it no longer needs the TCE, (ii) six (6) months from the commencement date of the TCE ("Termination Date"). The Temporary Construction Easement also provides an option for the City to extend the term for up to six (6) months, on a month-to-month basis, by providing the Owner fifteen (15) calendar days' notice before the Termination Date ("Extension Term"). During the Extension Term, City will pay to Owner the sum of \$144.00 per month (or portion of any month) for the use of the TCE Area. Under the Temporary Construction Easement Agreement, the City is required to leave the TCE Area in as close as possible to the condition in which said TCE Area existed at the Commencement Date, including removal of any equipment or material stored on the TCE Area in connection with the Project and replacement of any landscaping and irrigation located in the TCE Area that is damaged in connection with the City's use of the TCE Area for the Project with material of like kind and quality. The City and Owner agree and

acknowledge, however, that the City will not replace to two mature trees that are impacted by the City's acquisition of the adjacent 594 square foot public utility easement area because compensation for such trees is included in the compensation for the public utility easement. The City must comply with the terms of use set forth in the Temporary Construction Easement.

Section 4. Environmental Review. The environmental effects of the Project, including the relocation of the RCWD waterline which triggered the acquisition of the Subject Property Interests needed for the Project were studied and analyzed as an integral part of the Draft Initial Study/Mitigated Negative Declaration for the Santa Gertrudis Phase II Undercrossing at Margarita Dated February 2022 ("MND"). On April 12, 2022, the City Council approved the Initial Study and adopted the MND for the Project and directed the Public Works Director to file a Notice of Determination in accordance with the California Environmental Quality Act (CEQA). The City duly filed the Notice of Determination with the County Clerk and Recorder's Office in accordance with CEQA. The MND noted that the Project does not require the acquisition of residences or habitable structures. It also explained that the relocation of the RCWD waterline would be relocated within the confines of the Project boundary a maximum of 23-feet to the east of the proposed anchor wall. This relocation was considered minor and routine in scope. The California Transportation Commission filed a Notice of Determination in compliance with Section 21108 of the Public Resources Code on July 5, 2023. Said Notice of Determination advised that the California Transportation Commission approved the Project on June 28-29, 2023 and determined that the Project will not have a significant effect on the environment; a Mitigated Negative Declaration was prepared pursuant to the provisions of CEQA; mitigation measures were made a condition of the approval of the Project; a mitigation reporting or monitoring plan was adopted for the Project; a Statement of Overriding Considerations was not adopted for the Project; and findings were made pursuant to the provisions of CEQA. Said environmental documents are incorporated herein by this reference.

Pursuant to the criteria of Section 15162 of the CEQA Guidelines and Section 21166 of the Public Resources Code, City Staff concluded that no substantial changes have occurred in the Project, no substantial changes have occurred in the circumstances under which the Project is undertaken, and the City has obtained no new information of substantial importance that would require further environmental analysis. These environmental findings are the appropriate findings with respect to the proposed acquisition of the Subject Property Interests for the Project. Accordingly, the City hereby finds that no further environmental review is required pursuant to Section 15162 of the CEQA Guidelines and Section 21166 of the Public Resources Code.

Section 5. City Manager's Authority. The City Manager (or the City Manager's designee), is hereby authorized, on behalf of the City, to take all actions necessary and convenient to carry out and effect the acquisition of the Subject Property Interests for the Project, including any actions required to administer the City's obligations, responsibilities, and duties to be performed under the Grant of Public Utility Easement and Temporary Construction Easement, including but not limited to execution of said documents and direction to the City's Finance Department to issue to the Owner the compensation for the Subject Property Interests. The City Manager is further authorized to execute any applicable documents to complete the transactions contemplated by the Grant of Public Utility Easement and Temporary Construction Easement, including the execution of a Quitclaim Deed quitclaiming to RCWD the City's interest in and to the 594 square foot public utility easement after the City's construction of the Project.

Section 5. Certification. The City Clerk shall certify the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Temecula
this 28th day of November, 2023.

Zak Schwank, Mayor

ATTEST:

Randi Johl, City Clerk

[SEAL]

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss
CITY OF TEMECULA)

I, Randi Johl, City Clerk of the City of Temecula, do hereby certify that the foregoing Resolution No. 2023- was duly and regularly adopted by the City Council of the City of Temecula at a meeting thereof held on the 28th day of November, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Randi Johl, City Clerk

ATTACHMENT “1”

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Temecula
Attention: City Clerk's Office
41000 Main Street
Temecula, California 92590

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assessor's Parcel No. 920-080-020 _ [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 PUBLIC UTILITY EASEMENT

Longs Drug Stores California, L.L.C., a California limited liability company ("Grantor") is the record fee owner of the real property commonly known as 40365 Winchester Road, Temecula, California, and identified as Riverside County Tax Assessor's Parcel Number 920-080-020 ("Grantor's Property"). Grantor's Property is improved with a CVS drug store. Grantor desires to grant to the CITY OF TEMECULA, a municipal corporation ("City" or "Grantee") and City desires to acquire from Grantor an approximate 594 square foot public utility easement for reclaimed water purposes and all uses necessary or convenient thereto in connection with the Santa Gertrudis Creek Phase II Bike Trail Margarita Road Undercrossing PW19-04.

NOW THEREFORE, for good and valuable consideration in the amount of \$13,400.00 (Thirteen Thousand Four Hundred Dollars), receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee an approximate 594 square foot permanent non-exclusive easement for public utility and reclaimed water line purposes, and all uses necessary or convenient thereto ("Easement") on the portion of Grantor's Property described more particularly on **EXHIBIT "A"** and depicted on **EXHIBIT "B"** attached hereto and incorporated herein by this reference. Pursuant to this Easement, Grantee has the right to use the approximate 594 square foot easement area ("Easement Area") for the installation, construction, operation, maintenance, repair, replacement, and reconstruction of water, sewer, and/or recycled water pipeline or pipelines, and all fixtures or appurtenances incidental thereto, and placement of tools, implements, and materials thereon as necessary to exercise the rights conveyed under this Easement, together with a right-of-way for ingress and egress for vehicles, machinery or equipment as may be necessary or convenient from adjacent roadways over a reasonable path to the Easement Area. Grantee also has the perpetual right to remove from the Easement Area buildings, structures, trees, bushes, soil, undergrowth, flowers, and any other obstructions that Grantee deems are interfering with the use of said Easement and right-of-way by Grantee, its successors, or assigns.

Grantor reserves the right, at Grantor's own risk, to use the surface of the Easement Area in a manner that will not interfere with or be detrimental to the use of said easement and right-of-way by Grantee, its successors, and assigns, provided, however, that the Grantor shall not increase or decrease or permit to be increased or decreased the ground elevations of said Easement existing at the time this document is executed except for grade changes required for construction of the Grantee's utility pipelines, appurtenances, and/or facilities for the reclaimed water pipeline and related facilities, as shown on plans approved by the Grantee. Grantor shall not plant any trees, construct or permit to be constructed any building, structure, concrete slab, concrete pavement, block wall, fence, improvement, or other encroachment on the Easement Area without the previous written consent of Grantee in the form of an encroachment permit or plans approved by the Grantee. Grantee may withhold its written consent at its sole discretion. Grantee may remove from Easement Area any tree, building, structure, concrete slab, concrete pavement, improvement, or other encroachment not consented to in writing by Grantee, and the cost of such removal shall be the sole responsibility of Grantor. Grantor will reimburse Grantee for any such costs of removal of said improvements from the Easement Area within thirty (30) days of receiving documentation from Grantee evidencing such costs.

Grantor waives any right under California Civil Code Section 845, and any other right, to compel Grantee to repair, grade, surface, or otherwise improve or maintain said Easement as a roadway or private right-of-way. Notwithstanding California Civil Code Section 845, Grantor hereby covenants and agrees for itself, its heirs, successors, and assigns, that the Grantor will be responsible, at Grantor's sole cost and expense, for maintaining the surface of the Easement Area, consistent with City of Temecula landscape standards, including, but not limited to, keeping the Easement Area free of weeds and debris and maintaining any permitted surface improvements or utility markers, if any, in good and clean condition.

Upon completion of maintenance and/or repair of Grantee's pipeline or appurtenant facilities involving excavations of the surface of the Easement Area, Grantee agrees to restore the Easement Area, limited only to backfill, compaction, and patching the area(s) of non-decorative impervious pavement and curbing (if applicable) excavated by the Grantee as part of the maintenance and/or repair activity to as close to the condition of that said area existing prior to the excavation. Grantee also agrees that, except for any trees located in the Easement Area, Grantee will replace, with material of like kind and quality, any improvements located in the Easement Area that were damaged as a result of Grantee's construction, maintenance or repair of the facilities authorized pursuant to this Easement, including any irrigation improvements or landscaping located in the Easement Area.

Except as otherwise provided herein, Grantee has the right to prevent any activity on or use of the Easement Area that (a) is inconsistent with the purposes of this Easement; (b) interferes with or is harmful to Grantee's rights herein; or (c) interferes with or is harmful to Grantee's facilities. Grantor agrees not to use or allow the use of the Easement Area in such a way as to impede, harm, or interfere with (a) the Grantee's rights as defined herein; or (b) Grantee's facilities constructed pursuant to this Easement.

Grantee acknowledges and agrees that Grantee and its employees, agents, contractors, subcontractors, engineers, representatives, consultants or any other party for whom Grantee is

responsible will exercise its rights under this easement at Grantee's risk. Grantor assumes no risk, liability, responsibility or duty of care as to Grantee, its employees, agents, contractors, subcontractors, engineers, representatives, consultants or any other party for whom Grantee is responsible hereunder.

The Grantee will indemnify, defend and hold Grantor harmless from any and all liability for loss, damages, costs, expenses, demands, causes of action, claims or judgments, arising from or arising out of or in any way connected with the entry, access and use of the Easement in connection with the exercise of the rights of the Grantee and its designees under this Easement or any breach of the Grantee's obligations under this Easement, and will reimburse Grantor for all reasonable costs, expenses and losses, including reasonable attorneys' fees, incurred by Grantor in consequence of any claims, demands and causes of action that may be made or brought against Grantor arising out of the entry on and use of the area comprising the Easement by said Grantee and/or its designees in connection with the obligations under this Easement.

All terms of this Easement shall bind, encumber, and run with the Easement and shall bind all successors-in-interest of Grantor in and to the Property and of the City in and to the Easement.

Grantor expressly agrees and acknowledges that Grantee may transfer to Rancho California Water District Grantee's interest in, and rights and obligations under this Easement and that the acceptance of any such transfer by Rancho California Water District constitutes the acceptance by Rancho California Water District of the rights, terms, and obligations under this Easement.

[Signature on following page.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Public Utility Instrument to be executed on the date set forth below.

GRANTOR

**Longs Drug Stores California,
L.L.C., a California limited
liability company**

Date: October 26, 2023

By: *Cheryl A. Green*
Name: Cheryl A. Green
Title: Assistant Secretary

CVS Approval: L. Chenel

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In Woonsocket, on the 26th day of October, 2023, before me personally appeared Cheryl A. Green, Assistant Secretary of Longs Drug Stores California, L.L.C., to me known and known by me to be the party executing the foregoing instrument, and he/she acknowledged said instrument, by him/her executed, to be his/her free act and deed and the free act and deed of Longs Drug Stores California, L.L.C.

Lynn E. Chenel
Notary Public:
My Commission Expires:


Lynn E. Chenel
Notary Public
State of Rhode Island
My Commission Expires: 10-5-2025

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF PARCEL 2, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP 30060, ON FILE IN BOOK 200, PAGES 73 THROUGH 74, OF PARCEL MAPS, OFFICIAL RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 2, SAID CORNER ALSO BEING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF THE SANTA GERTRUDES FLOOD CONTROL CHANNEL WITH THE EASTERLY RIGHT OF WAY OF MARGARITA ROAD (55.00 FOOT HALF-WIDTH) AS SHOWN ON SAID PARCEL MAP, SAID EASTERLY RIGHT OF WAY BEING A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 1,145.00 FEET; THENCE

SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY CURVE THROUGH A CENTRAL ANGLE OF 01°16'34", AN ARC DISTANCE OF 25.50 FEET; THENCE

LEAVING SAID EASTERLY RIGHT OF WAY NORTH 38°53'21" EAST, 33.58 FEET; THENCE

NORTH 50°53'28" EAST, 24.83 FEET TO THE PROLONGATION OF A RADIAL LINE OF THE 50.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY ON SAID SOUTHEASTERLY LINE OF THE SANTA GERTRUDES FLOOD CONTROL CHANNEL BEARING SOUTH 57°35'17" EAST; THENCE

ALONG THE PROLONGATION OF SAID RADIAL LINE NORTH 57°35'17" WEST, 11.26 FEET TO SAID SOUTHEASTERLY LINE OF THE SANTA GERTRUDES FLOOD CONTROL CHANNEL AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 57°35'17" EAST; THENCE

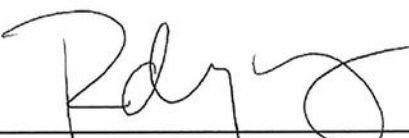
THENCE ALONG SAID SOUTHEASTERLY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF 49°14'39", AN ARC DISTANCE OF 42.97 FEET TO THE **POINT OF BEGINNING**;

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS, AND EASEMENTS OF RECORD IF ANY;

CONTAINING: 594 SQUARE FEET OR 0.014 ACRES MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:



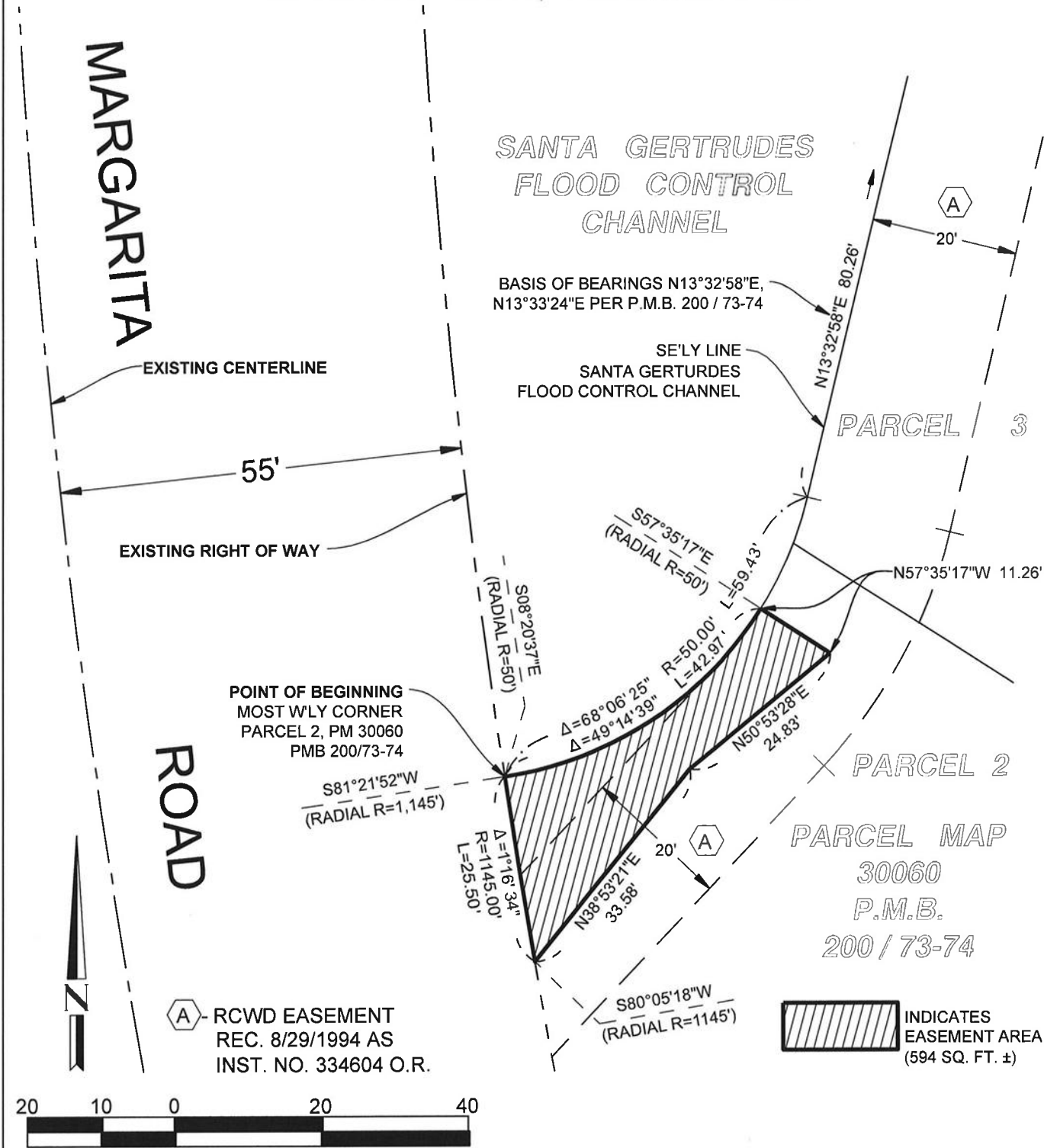
ROBERT VASQUEZ, L.S. 7300

06-08-2023


DATE



EXHIBIT "B"
 SKETCH TO ACCOMPANY LEGAL DESCRIPTION



Drawing Name: P:\EXP\1000\0003\0600\Info\LegalDescriptions\RCWD easement\EXPI-0003 RCWD easement Sketch.dwg
 Last-Opened: Jun 06, 2023 - 9:29pm by: jww


 17782 17th Street, Suite 200
 Tustin, California 92780-1947
 Phone: 760.665.4500
DAVID EVANS AND ASSOCIATES INC.

Rancho California Water District
 City of Temecula
 County of Riverside
 State of California

Job Number: EXPI0000-0003
Date: 06-08-2023
Scale: 1"=20'
Sheet 1 of 1 Sheet

ATTACHMENT “2”

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Temecula
Attention: City Clerk’s Office
41000 Main Street
Temecula, California 92590

Assessor’s Parcel No. 920-080-020 [X] Portion
Documentary Transfer Tax \$0.00

This Document is recorded on behalf of the City of Temecula y and is exempt from recording fees pursuant to Government Code § 27383, Documentary Transfer Tax pursuant to Revenue & Taxation Code § 11922

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is entered into between Longs Drug Stores California, L.L.C., a California limited liability company (“Grantor”) and the City of Temecula, a municipal corporation (“Grantee” or “City”).

Grantor is the record fee owner of that certain real property commonly known as 40365 Winchester Road, Temecula, California, and identified as Riverside County Tax Assessor’s Parcel Number 920-080-020 (“Grantor’s Property”), described more particularly in Exhibit “1” attached hereto and incorporated herein by this reference. Grantor desires to grant to the City of Temecula, a municipal corporation that approximate 722 square foot Temporary Construction Easement with a term of six (6) months described below in connection with the Santa Gertrudis Creek Phase II Bike Trail Margarita Road Undercrossing PW19-04 (“Project”).

FOR VALUABLE CONSIDERATION in the amount of Nine Hundred and 00/100 Dollars (\$900.00), receipt of which is hereby acknowledged, the Grantor does hereby grant to the City pursuant to this Temporary Construction Easement Agreement (“TCE Agreement”) that certain non-exclusive Temporary Construction Easement Agreement (“TCE”) with a term of six (6) months on that certain approximate 722 square foot portion of Grantor’s Property described more particularly in EXHIBIT “A” and depicted on EXHIBIT “B”, which are attached hereto and incorporated herein by this reference (“TCE Area”).

1. Scope of TCE. Grantor’s grant to the City the TCE is for the use of the TCE Area by City its contractors, agents, representatives, and employees and others deemed necessary by Grantee (“City Designees”) to facilitate the construction of the Project. City and City Designees are authorized to use the TCE Area to facilitate the construction of the Project, including ingress and egress, to facilitate the movement of construction equipment for the construction of the reclaimed water line and related facilities that will be constructed as part of the Project in the

approximate 594 square foot permanent easement, that the City is acquiring directly adjacent to the TCE Area.

2. Term. The term of City's use of the TCE Area will commence thirty (30) calendar days from the date upon which City provides Grantor with written notice of City's intent to commence its use of the TCE Area ("Commencement Date"). The term of the TCE shall terminate on the earliest of (i) the date upon which City notifies Grantor that it no longer needs the TCE, (ii) six (6) months from the commencement date of the TCE ("Termination Date").

3. Compensation. Grantee acknowledges receipt from City of compensation for City's use of the TCE area for the term set forth in Paragraph 2 above.

4. Option to Extend Term. City has the option to extend the term of the TCE set forth in Paragraph 2 above by up to six (6) months, on a month-to-month basis, by providing Grantor 15 calendar days' notice before the Termination Date ("Extension Term"). During the Extension Term, City will pay to Grantor the sum of \$144.00 per month for City's continued use of the TCE. The monthly compensation is based on compensation at \$30.00 per square foot with a net annual return of 8.0 percent (722 square feet @ \$30.00 = \$21,660 land value @ 8.0 % annual return = \$1,732.80 annual rent/12 months = \$144.00 monthly rent (rounded)). If City uses the TCE Area for only a portion of a month during the Extension Term, the City will compensate Grantee for a full month of use. The City will pay the compensation for the Extension Term within thirty (30) calendar days of the date on which the City's use of the TCE terminates.

5. No Liens. In consideration for the use of the TCE, the City will keep the approximate 722 square foot TCE and 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 City's use of the TCE in connection with the construction of the Project. If any such lien is filed on the TCE Area or any portion of Grantor's Property in connection with City's use of the TCE for the Project, City will, at its sole cost and expense, have the lien released and discharged of record in a matter satisfactory to Grantor within 45 calendar days of receiving notice of the lien. If City fails to remove the lien within such 45-day period, Grantor will have the right to remove or bond over the lien, and City, upon demand, will reimburse Grantor for all reasonable costs and expenses, including without limitation reasonable attorneys' fees incurred by Grantor in connection with such removal or bond.

6. City's Obligations at End of Term. City agrees that as of the Termination Date of the TCE as defined in Paragraph 2 above or at the end of the Extension Term pursuant to Paragraph 3 above, whichever is later, City will leave the TCE Area in as close as possible to the condition in which said TCE Area existed at the Commencement Date, including removal of any equipment or material stored on the TCE Area in connection with the Project and replacement of any landscaping and irrigation located in the TCE Area that is damaged in connection with the City's use of the TCE Area for the Project with material of like kind and quality. Grantor expressly acknowledges, however, that the City has provided to Grantor compensation for the two mature trees that are impacted by the City's acquisition of the adjacent 594 square foot permanent

easement area and use of the 722 square foot TCE Area and such trees will not be replaced by the City as part of the Project. Further, upon the expiration of the term of the TCE under Paragraph 2 or Paragraph 3 above, City agrees to take such actions as reasonably necessary to evidence and give effect to the extinguishment of the TCE and the relinquishment of City's rights and interests in the TCE pursuant to this Grant of TCE. This includes, without limitation, the recording by City of such termination or extinguishment in the form and substance that is reasonably acceptable to Grantor and sufficient to remove this Grant of TCE as an encumbrance against title to Grantor's Property.

7. Warranties. City warrants that on the completion of its use of the TCE, and following removal of any construction equipment and material, and cleanup required by Paragraph 6 above, it shall cause its contractor to leave the TCE Area in a neat manner conforming to the natural appearance of the TCE Area prior to City's use of the TCE Area.

8. Insurance. Prior to entry upon the TCE Area, City will cause its contractor for the Project to procure and maintain a policy of general commercial 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 T C E . 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.

a. Minimum Scope of Insurance: Coverage shall be at least as broad as:

General Liability Form No. CG 00 01 11 85 or 88.

Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the contractor has no employees while performing under this contract, worker's compensation insurance is not required, but contractor shall execute a declaration that it has no employees.

Minimum Limits of Insurance: The contractor shall maintain limits no less than:

(1) *General Liability*: Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

Worker's Compensation: As required by the State of California;
Employer's Liability: One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions: Any deductibles or self-insurance retentions shall not exceed Twenty-Five Thousand Dollars (\$25,000).

Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) City, Temecula Community Services District, Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, and volunteers are to be covered as insureds as respect to liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, Temecula Community Services District, Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, agents or volunteers.

For any claims related to this Project, the contractor's insurance coverage shall be primary insurance as respect to City, Temecula Community Services District, Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, Temecula Community Services District, Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, agents and volunteers shall be excess of the contractor's insurance and shall not contribute with it.

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

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.

Each insurance policy required by this TCE Agreement shall be endorsed to state in substantial conformance to the following: if the policy will be cancelled before the expiration date the insurer will notify in writing to City of such cancellation not less than thirty (30) days prior to the cancellation effective date.

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

Course of construction policies shall contain the following provisions:
(1) additional insured shall be named as loss payee, and (2) the insurer shall waive all rights of subrogation against entity.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-, VII or better, unless otherwise acceptable to City. Self-insurance shall not be considered to comply with these insurance requirements.

Verification of Coverage: Contractor shall furnish City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by City. All endorsements are to be received and approved by the City before work commences. As an alternative to City's forms, the contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9. Notices. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return-receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the address(es) provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Grantee: City of Temecula
41000 Main Street
Temecula, California 92590
Attention: Aaron Adams, City Manager

With a copy to: Richards, Watson & Gershon
Attention: Peter M. Thorson, City Attorney
350 S. Grand Avenue, 37th floor
Los Angeles, California 90071

To Grantor: Longs Drug Stores California, L.L.C.
c/o CVS Health
One CVS Drive, MC 1150
Attn: Property Administration (CVS #9550)

10. Permits. The City shall be responsible for securing and maintaining all necessary permits and approvals from other appropriate local, state and federal agencies for its use of the TCE Area, and the City shall comply with all applicable laws and regulations concerning its use of the TCE Area.

11. The following shall apply to Grantee's exercise of its rights to use the TCE Area:

- (a) Grantee will not construct or maintain any walls, fences, barriers, buildings or structures of any nature on the TCE Area or any portion thereof. In no event shall Grantee or any of its employees, agents, representatives, contractors, subcontractors, consultants or invitees, bring or store any hazardous materials, construction debris or any other materials on the TCE Area or any portion thereof.
- (b) Grantor and its respective successors, assigns, employees, contractors, subcontractors, and invitees, shall have the right to make any use of the TCE Area, whether on, above or below its surface, for any lawful purpose, except that any structure or use shall not interfere in any manner with Grantee's exercise of its temporary easement rights hereunder.
- (c) Grantee shall, at its sole cost and expense, restore any portion of the TCE Area that is disturbed or altered in connection with the construction work as set forth in Paragraph 6 herein.
- (d) Grantee shall provide Grantor with not less than five (5) business days' prior written notice of the commencement of the work at the address set forth in Paragraph 9 herein.
- (e) In performing the work within the TCE Area, Grantee shall coordinate construction in a manner that will not (i) cause any disruption to the business operations being conducted by Grantor on Grantor's Property; (ii) cause interference with vehicular and pedestrian ingress, egress and access to and from Grantor's Property and/or with the use of any drive-through facilities located on Grantor's Property; (iii) cause interference with truck access and/or deliveries to Grantor's Property; or (iv) cause interruption of any utilities which service Grantor's Property. Grantee further agrees that it shall not park equipment, vehicles or trucks on Grantor's Property or within the TCE Area.
- (f) Grantee acknowledges and agrees that Grantee and its employees, agents, contractors, subcontractors, engineers, representatives, consultants or any other party for whom Grantee is responsible will exercise its rights under this easement at Grantee's risk. Grantor shall not assume any risk, liability, responsibility or duty of care as to Grantee, its employees, agents, contractors, subcontractors, engineers, representatives, consultants or any other party for whom Grantee is responsible hereunder.

12. Indemnification. The City will, and will cause its contractor for the Project to, indemnify, defend and hold Grantor harmless from any and all liability for loss, damages, costs, expenses, demands, causes of action, claims or judgments, arising from or arising out of or in any way connected with the entry, access and use of the TCE by said contractor and its designees in connection with the exercise of the rights of the contractor and its designees under this Grant

of TCE or any breach of the City's or the City's contractor's obligations under this Grant of TCE, and will reimburse Grantor for all reasonable costs, expenses and losses, including reasonable attorneys' fees, incurred by Grantor in consequence of any claims, demands and causes of action that may be made or brought against Grantor arising out of the entry on and use of the area comprising the TCE by said contractor and/or its designees in connection with the Project or any breach of the City's or its contractor's obligations under this Grant of TCE.

13. Amendments. This TCE Agreement may only be amended by a writing executed by both Grantor and the City and recorded in the Official Records of the County Riverside.

14. Except as may otherwise be required in an emergency or to otherwise protect public health, safety, and property, Grantor shall not, nor shall Grantor permit others to, erect, place, or maintain any improvement, or undertake any other activity, which may interfere with the City's rights pursuant to this Grant of TCE.

15. Governing Law; Venue. This TCE Agreement shall be construed in accordance with the laws of the State of California. Any and all legal actions brought to enforce or interpret the terms and provisions of this TCE Agreement shall be commenced exclusively in a court of competent jurisdiction in the County of Riverside.

16. Successors and Assigns. This TCE Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.

17. Severability. If any part, term or provision of this Grant of TCE 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 TCE Agreement did not contain the particular part, term, or provision held to be invalid.

18. Acceptance of Terms of TCE Agreement. By executing the Certificate of Acceptance, Grantee accepts the above terms and conditions of the Grant of TCE.

[Signatures on Next Page]

IN WITNESS WHEREOF Grantor has executed this Temporary Construction Easement Agreement on the day and year written below and has agreed to be bound by the terms and provisions hereof.

GRANTEE
CITY OF TEMECULA, a municipal corporation

Dated: _____, 2023

By: _____
Aaron Adams, City Manager

ATTEST:


By: _____
Randi Johl, JD, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

GRANTOR
Longs Drug Stores California,
L.L.C., a California limited liability
company

Dated: October 26, 2023

By: 
Title: Cheryl A. Green
Assi. Secretary
CVS Legal Approval: L. Chenel

CALIFORNIA ALL-PURPOSE 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 _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
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)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
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)

STATE OF RHODE ISLAND

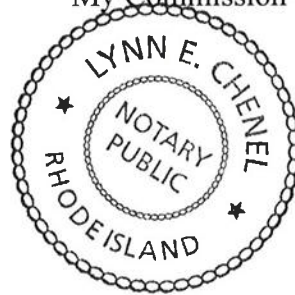
COUNTY OF PROVIDENCE

In Woonsocket, on the 26th day of October, 2023, before me personally appeared Cheryl A. Green, Assistant Secretary of Longs Drug Stores California, L.L.C., to me known and known by me to be the party executing the foregoing instrument, and she acknowledged said instrument, by her executed, to be her free act and deed and the free act and deed of Longs Drug Stores California, L.L.C.

Lynn E. Chenel

Notary Public:

My Commission Expires:



Lynn E. Chenel
Notary Public
State of Rhode Island
My Commission Expires: 10-5-2025

EXHIBIT "1"
Legal Description of Grantor's Property

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL 2 AS SHOWN BY PARCEL MAP NO. 30060, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 200, PAGES 73 AND 74 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 920-080-020

Exhibit "A"

Legal Description of Temporary Construction Easement

[See Attached]

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF PARCEL 2, IN THE CITY OF TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP 30060, ON FILE IN BOOK 200, PAGES 73 THROUGH 74, OF PARCEL MAPS, OFFICIAL RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID PARCEL 2, SAID CORNER ALSO BEING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF THE SANTA GERTRUDES FLOOD CONTROL CHANNEL WITH THE EASTERLY RIGHT OF WAY OF MARGARITA ROAD (55.00 FOOT HALF WIDTH) AS SHOWN ON SAID PARCEL MAP, SAID EASTERLY RIGHT OF WAY BEING A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 1,145.00 FEET; THENCE

SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY CURVE THROUGH A CENTRAL ANGLE OF 01°16'34", AN ARC DISTANCE OF 25.50' TO THE **TRUE POINT OF BEGINNING**; THENCE

LEAVING SAID EASTERLY RIGHT OF WAY NORTH 38°53'21" EAST, 33.58 FEET; THENCE

NORTH 50°53'28" EAST, 24.83 FEET TO THE PROLONGATION OF A RADIAL LINE OF THE 50.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY ON SAID SOUTHEASTERLY LINE OF THE SANTA GERTRUDES FLOOD CHANNEL BEARING SOUTH 57°35'17" EAST; THENCE

ALONG THE PROLONGATION OF SAID RADIAL LINE SOUTH 57°35'17" EAST, 8.74 FEET TO THE SOUTHEASTERLY LINE OF THE RANCHO COUNTY WATER DISTRICT EASEMENT, RECORDED AUGUST 29, 1994 AS INSTRUMENT NUMBER 334604, OFFICIAL RECORDS OF SAID COUNTY, AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 70.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 57°35'17" EAST; THENCE

SOUTHWESTERLY ALONG SAID SOUTHEASTERLY EASEMENT LINE AND CURVE THROUGH A CENTRAL ANGLE OF 10°58'16", AN ARC DISTANCE OF 13.40 FEET; THENCE

CONTINUING ALONG SAID SOUTHEASTERLY EASEMENT LINE SOUTH 43°23'00" WEST, 54.15 FEET TO THE EASTERLY RIGHT OF WAY OF MARGARITA ROAD (55.00 FOOT HALF WIDTH) AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 1,145.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 79°26'14" WEST; THENCE

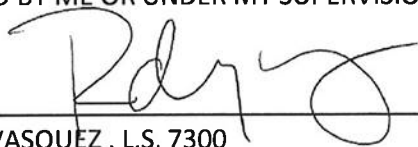
NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY THROUGH A CENTRAL ANGLE OF 00°39'04", AN ARC DISTANCE OF 13.01 FEET TO THE **TRUE POINT OF BEGINNING**.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, RIGHTS, AND EASEMENTS OF RECORD IF ANY.

CONTAINING: 722 SQUARE FEET OR 0.017 ACRES, MORE OR LESS

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY SUPERVISION:



06-08-2023

ROBERT VASQUEZ, L.S. 7300

DATE



Exhibit "B"
Depiction of Temporary Construction Easement

[See Attached]

EXHIBIT "B"


SANTA GERTRUDES
FLOOD CONTROL
CHANNEL

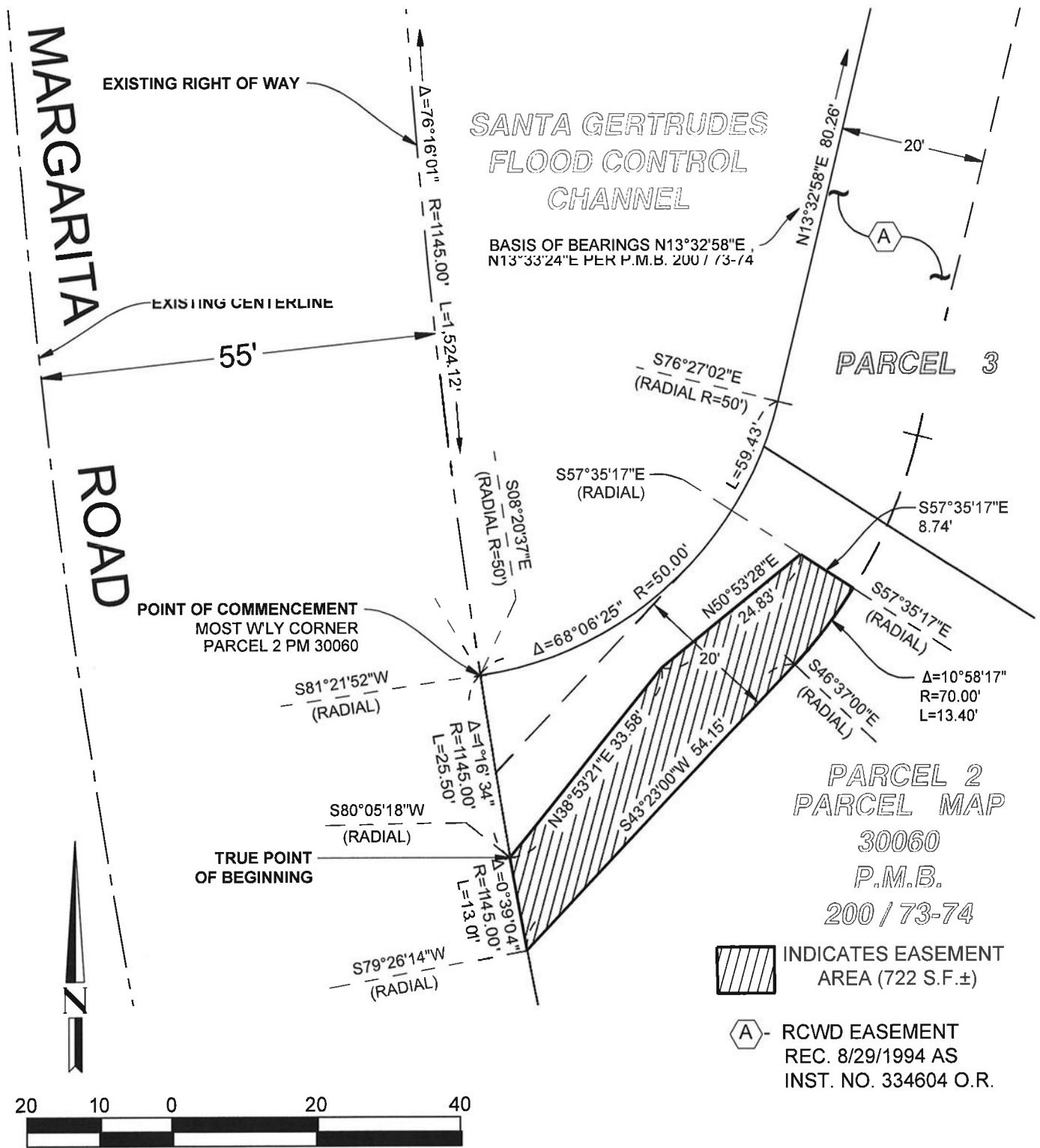
BASIS OF BEARINGS N13°32'58"E,
N13°33'24"E PER P.M.B. 200 / 73-74

PARCEL 3

PARCEL 2
PARCEL MAP
30060
P.M.B.
200 / 73-74

 INDICATES EASEMENT
AREA (722 S.F.±)

 RCWD EASEMENT
REC. 8/29/1994 AS
INST. NO. 334604 O.R.



17782 17th Street Suite 200
Tustin California 92780-1947
Phone: 760.665.4500

**DAVID EVANS
AND ASSOCIATES INC.**

Rancho California Water District

City of Temecula
County of Riverside
State of California

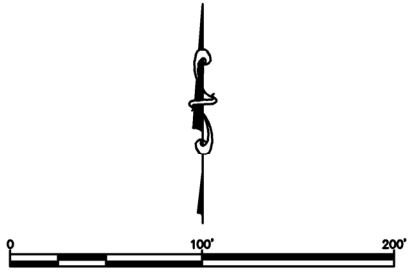
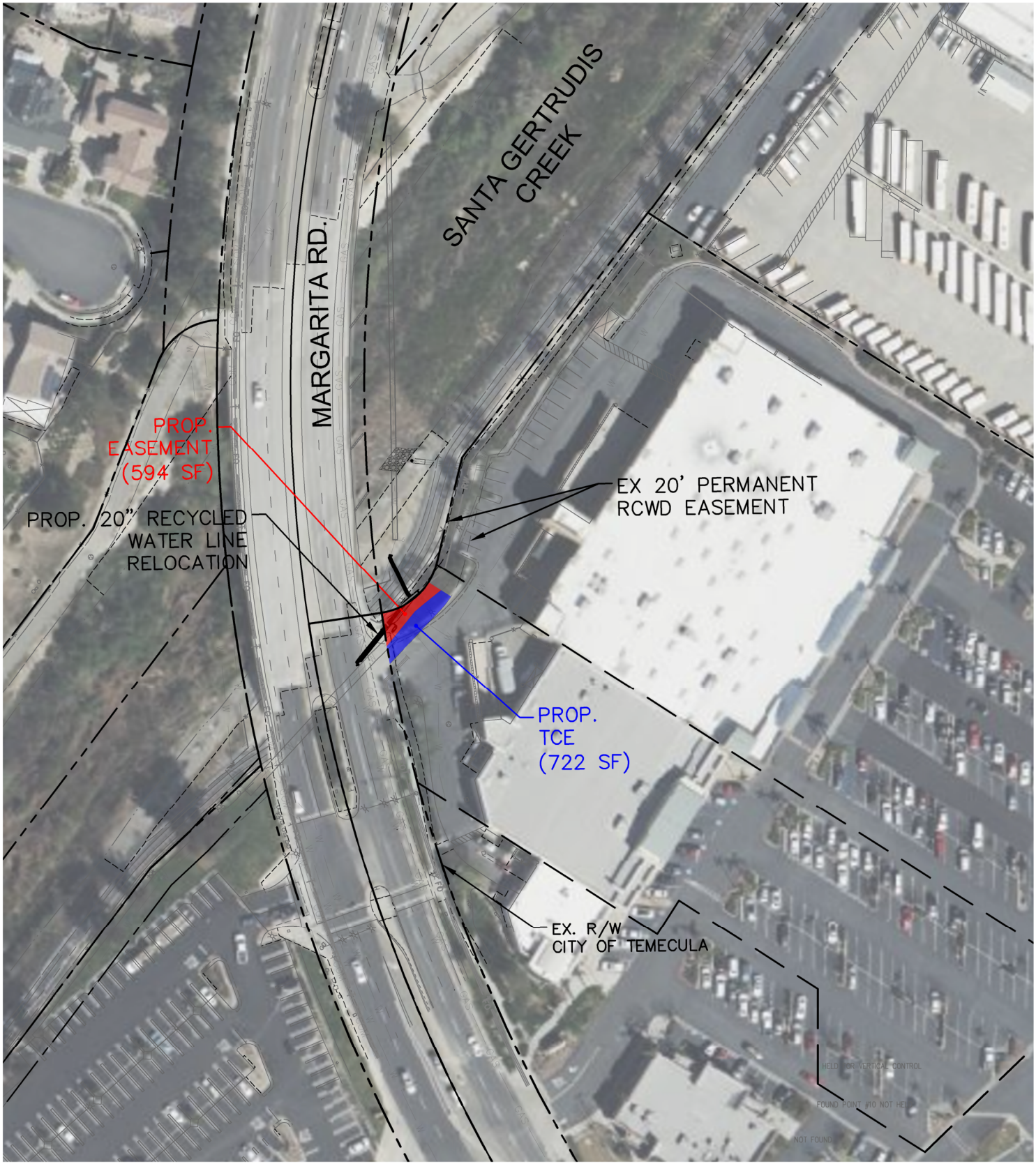
Job Number:
EXPI0000-0003

Date: 06-08-2023

Scale: 1"=20'

Sheet 1
of 1 Sheet

ATTACHMENT “3”



CITY OF TEMECULA	
20" RECYCLED WATER MAIN RELOCATION	
EASEMENT EXHIBIT	
SCALE: 1"=100'	W.O. WO
DATE: 11-02-22	SHEET 1
DESIGNED: JLC	OF 1 SHEETS
CHECKED: -	DWG. NO.
PLN CK REF: -	
F.B.:	



451 E. VENDERBILT WAY
 SUITE 375
 SAN BERNARDINO CA, 92408
 PH. (909) 751-3250