



**BEAUMONT-CHERRY VALLEY WATER DISTRICT**  
560 Magnolia Avenue, Beaumont, CA 92223

**NOTICE AND AGENDA  
REGULAR MEETING OF THE BOARD OF DIRECTORS  
ENGINEERING WORKSHOP**

*This meeting is hereby noticed pursuant to  
California Government Code Section 54950 et. seq.*

**Thursday, January 26, 2023 - 6:00 p.m.**  
**560 Magnolia Avenue, Beaumont, CA 92223**

**COVID-19 NOTICE**

**This meeting of the Board of Directors is open to the public who would like to attend in person. COVID-19 safety guidelines are in effect pursuant to the Cal/OSHA COVID-19 Prevention Emergency Temporary Standards and the California Department of Public Health Recommendations**

- **Face coverings are recommended for vaccinated and unvaccinated persons and should be properly worn over the nose and mouth at all times**
- **Maintain 6 feet of physical distancing from others in the building who are not in your party**

**TELECONFERENCE NOTICE**

*The BCVWD Board of Directors will attend in person at the BCVWD Administrative Office and/or via Zoom Video Conference pursuant to Government Code 54953 et. seq.*

*To access the Zoom conference, use the link below:*

<https://us02web.zoom.us/j/84318559070?pwd=SXlzMFZCMGh0YTFIL2tnUGlpU3h0UT09>

*To telephone in, please dial: (669) 900-9128*

*Enter Meeting ID: 843 1855 9070 Enter Passcode: 113552*

*For Public Comment, use the “**Raise Hand**” feature if on the video call when prompted, if dialing in, please dial \*9 to “**Raise Hand**” when prompted*

*Meeting materials are available on  
the BCVWD’s website:*

<https://bcvwd.org/document->

**FOLLOW US ON  
FACEBOOK**

 [facebook.com/bcvwd](https://facebook.com/bcvwd)

**BCVWD ENGINEERING WORKSHOP – JANUARY 26, 2023**

[category/regular-board-agendas/](#)

**Call to Order: President Hoffman**

Roll Call - Board of Directors

**Pledge of Allegiance: Director Ramirez**

	President David Hoffman
	Vice President John Covington
	Secretary Daniel Slawson
	Treasurer Lona Williams
	Member Andy Ramirez

**Invocation: Director Slawson**

**Announcement and Verification of Remote Meeting Participation Pursuant To AB 2449 or GC 54953(b)**

**Roll Call**

**Public Comment**

**PUBLIC COMMENT: RAISE HAND OR PRESS \*9 to request to speak when prompted. If you are present in the Board Room, please fill out a Request to Speak card and deliver it to the Recording Secretary.**

At this time, any person may address the Board of Directors on matters within its jurisdiction. However, state law prohibits the Board from discussing or taking action on any item not listed on the agenda. Any non-agenda matters that require action will be referred to Staff for a report and possible action at a subsequent meeting. **Please limit your comments to three minutes.** Sharing or passing time to another speaker is not permitted.

**ACTION ITEMS**

*Action may be taken on any item on the agenda. Information on the following items is included in the full Agenda Packet.*

- 1. Adjustments to the Agenda:** In accordance with Government Code Section 54954.2, additions to the agenda require a 2/3 vote of the legislative body, or if less than 2/3 of the members are present, a unanimous vote of those members present, which makes the determination that there is a need to take action, and the need to take action arose after the posting of the agenda.
  - a. Item(s) to be removed or continued from the Agenda
  - b. Emergency Item(s) to be added to the Agenda
  - c. Changes to the order of the agenda
  
- 2. Authorization of General Manager to enter into a One-Year Term Contract for Social Media and Public Relations Services in an Amount Not-to-Exceed \$100,000** (pages 5 - 11)
  
- 3. Approval of Professional Services Agreement for Actuarial Services Related to Other Post-Employment Benefits (OPEB) in Compliance with Governmental Accounting Standards Board Statement No. 75 in an amount not to exceed \$25,225 for three years** (pages 12 - 14)

## BCVWD ENGINEERING WORKSHOP – JANUARY 26, 2023 - *continued*

---

---

4. **Update: Sites Reservoir project** (no staff report)
5. **Update: Master Drainage Plan Line 16 Storm Drain Project** (pages 15 - 16)
6. **Update: Grand Avenue Pipeline Replacement Project** (pages 17 - 20)
7. **Discussion and Possible Action Regarding Well Drilling Activities at Assessor's Parcel Number 401-190-002 (9154 Lilac Lane)** (pages 21 - 93)
8. **Consideration of BCVWD Rules and Regulations Part 8 - 2 Main Extension Procedures of to Include Reimbursement Agreement and Oversizing Agreement Provisions and Potential District Participation in a Community Facilities District** (pages 94 - 102)
9. **Resolution 2023-\_\_ : Acceptance of an Easement for Public Utility Purposes on behalf of BCVWD for an area located on Tukwet Canyon Parkway (APN 413-790-023)** (pages 103 - 175)
10. **Potential Cancellation of March 8, 2023 Regular Meeting and Possible Call of Special Meeting** (pages 176 - 177)
11. **Update: Legislative Action and Issues Affecting BCVWD** (pages 178 - 187)
12. **Reports for Discussion and Possible Action**
  - a. **Directors' Reports**

*In compliance with Government Code § 53232.3(d), Water Code § 20201, and BCVWD Policies and Procedures Manual Part II Policies 4060 and 4065, directors claiming a per diem and/or expense reimbursement (regardless of preapproval status) will provide a brief report following attendance.*

    - Public Policy Institute of California – “Solar Development in the San Joaquin Valley” virtual event on November 1, 2022 (Ramirez)
    - Orange County Water District – “Investing in Local Projects: Groundwater, Water Supplies, and Infrastructure” virtual event on December 13, 2022 (Ramirez)
    - Beaumont Chamber of Commerce Breakfast on January 13, 2023 (Hoffman, Slawson)
    - CSDA Webinar: Brown Act: Come for the Basics, Stay for the Updates on January 17, 2023 (Hoffman, Slawson, Williams, Ramirez)
    - CSDA 2023 Annual Employment Law Updates on January 24, 2023 (Williams)
  - b. **Directors' General Comments**
  - c. **General Manager's Report**
  - d. **Legal Counsel Report**

### 13. Topic List for Future Meetings

- Update / presentation on the AMR / AMI project
- Presentation on the San Bernardino Valley Resource Conservation District
- Presentation on solar power opportunities
- Water supply for BCVWD and the region
- Matrix for delivery of recycled water

### 14. Announcements

*Check the meeting agenda for location and/or teleconference information:*

- Beaumont Basin Watermaster Committee: Wednesday, Feb. 1 at 11 a.m.
- Finance and Audit Committee Meeting: Thursday, Feb. 2 at 3 p.m.
- Regular Board Meeting: Wednesday, Feb. 8 at 6 p.m.
- District Offices will be closed on Monday, Feb. 20 in observance of Presidents Day
- Personnel Committee Meeting: Tuesday, Feb. 21 at 5:30 p.m.
- Engineering Workshop: Thursday, Feb. 23 at 6 p.m.
- Collaborative Agencies Committee: Wednesday, Mar. 1 at 5 p.m.

### 15. Adjournment

#### NOTICES

**AVAILABILITY OF AGENDA MATERIALS** - Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the Beaumont-Cherry Valley Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Board of Directors are available for public inspection in the District's office, at 560 Magnolia Avenue, Beaumont, California ("District Office") during business hours, Monday through Thursday from 7:30 a.m. to 5 p.m. If such writings are distributed to members of the Board less than 72 hours prior to the meeting, they will be available from the District Office at the same time or within 24 hours' time as they are distributed to Board Members, except that if such writings are distributed one hour prior to, or during the meeting, they can be made available in the Board Room at the District Office. Materials may also be available on the District's website: [www.bcvwd.org](http://www.bcvwd.org).

**REVISIONS TO THE AGENDA** - In accordance with §54954.2(a) of the Government Code (Brown Act), revisions to this Agenda may be made up to 72 hours before the Board Meeting, if necessary, after mailings are completed. Interested persons wishing to receive a copy of the set Agenda may pick one up at the District's Main Office, located at 560 Magnolia Avenue, Beaumont, California, up to 72 hours prior to the Board Meeting.

**REQUIREMENTS RE: DISABLED ACCESS** - In accordance with Government Code §54954.2(a), requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the District Office, at least 48 hours in advance of the meeting to ensure availability of the requested service or accommodation. The District Office may be contacted by telephone at (951) 845-9581, email at [info@bcvwd.org](mailto:info@bcvwd.org) or in writing at the Beaumont-Cherry Valley Water District, 560 Magnolia Avenue, Beaumont, California 92223.

#### CERTIFICATION OF POSTING

A copy of the foregoing notice was posted near the regular meeting place of the Board of Directors of Beaumont-Cherry Valley Water District and to its website at least 72 hours in advance of the meeting (Government Code §54954.2(a)).



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
January 26, 2023**

Item 2

STAFF REPORT

**TO:** Board of Directors

**FROM:** Dr. Kirene M. Bargas, Director of Finance and Administration

**SUBJECT:** **Authorization of General Manager to enter into a One-Year Term Contract for Social Media and Public Relations Services in an Amount Not-to-Exceed \$100,000**

---

**Staff Recommendation**

Authorize the General Manager to enter into a contract for Social Media and Public Relations services for a one-year term (2023 calendar year) in an amount not-to-exceed \$100,000.

**Summary**

The District's existing Social Media and Public Relations Services contract with the current consultant has expired and Staff has issued and received a Request For Proposal for on-going Social Media and Public Relations Services for 2023.

**Background**

On September 12, 2018, the Beaumont-Cherry Valley Water District (District) Board of Directors (Board) discussed the benefits of implementing a public relations and outreach program. Staff prepared a Request for Proposal (RFP) highlighting vital elements for service, including developing public relations strategies to raise public and community awareness of District activities and providing leadership and direction for implementing and maintaining the District's strategic communication plan.

On December 12, 2018, the Board authorized General Manager to enter into a one-year contract with CV Strategies for the District's public relations needs. The agreement was approved for an extension to each subsequent year based on the continued demand for service. These services include preparation for the Proposition 218 rate action process, improvements to the District's website emphasizing transparency, monitoring, response, consistent messaging, and redistricting communications. As of December 31, 2022, the Social Media and Public Relations contract expired.

District Staff prepared a new RFP for Social Media and Public Relations and said RFP was issued and advertised (2 consecutive weeks) on September 29, 2022, with an end submittal date of October 27, 2022, in the Record Gazette, and with California Society of Municipal Finance Officers (CSMFO), and Government Finance Officers Association (GFOA). The District solicited contractual work specialized in the management and benefits of Social Media and Public Relations.

Below is an overview of the completed RFP analysis.

**RFP Analysis**

There were a total of three RFP consultant responses received by the October 27, 2022, deadline. Responses received were from CV Strategies (CV), Reach Strategies, and Westbound Communications (WB).



A committee of three District staff members evaluated each RFP separately based on a technical scoresheet developed from the Proposal Evaluation Criteria included in the Scope of Work (SOW). The RFP required each proposer to address the SOW and completion schedule for all tasks. The RFP requirements include: the consultant staff and District involvement; resources within the Social Media and Public Relations process; a sample of experience with a Special Water District or Comparable Agency; a minimum of three references; providing five Special District or Comparable Agencies where services developed were featured or advertised, and a description of the fee structure. The District also reserved the right to modify the SOW by adding or deleting individual line items during work.

**Overall Analysis**

*Technical Scoring:*

Staff identified two of three consultants to conduct an oral interview based on the technical scoring RFPs: CV (current consultant) and WB. The third consultant is 73 points below the technical score, removing the consultant from an oral interview. The top two consultant RFPs have a four-point difference. The Board previously recommended that the Directors conduct an Oral Interview of the leading candidates. An oral interview was conducted on December 1, 2022, via zoom. WB outperformed CV in communication and video conferencing etiquette. Consultants were asked eight questions. WB was the consultant who answered all eight questions. There is a four-point difference between the two top consultants. Based on the combined technical and oral interview scoring, staff identified CV as the highest-ranking technical score RFP without considering the cost.

Vendor	Experience, Qualifications, and References	Requirements	Price Proposal	Oral Interview	Evaluator scores
Vendor #1	20	10	8 excluded		38
	15	6	9 excluded		30
	22	10	14 excluded		46
					<u>114</u>
Vendor #2	28	12	16	9	65
	23	12	10	10	55
	26	12	15	10	63
					<u>183</u>
Vendor #3	26	12	17	7	62
	27	12	16	9	64
	26	12	15	8	61
					<u>187</u>

*Financial Analysis:*

All three consultants were comparable in pricing, as the not-to-exceed amount of \$100k was identified in the RFP. The three RFPs identified the majority of costs but lacked identifying all cost components; therefore, all three were analyzed to meet the not-to-exceed amount of \$100k. All submissions placed additional charges outside of services and were discussed in detail during the oral interview.



### *Oral Interview:*

A 45-minute oral interview was conducted with two of the three RFP consultants. CV (current consultant) and WB. The third consultant was not interviewed as the consultant failed to provide the RFP's required components. Eight additional questions were addressed at the meeting to clarify costs, interactions with staff, thoughts on the District's goals, mission, and vision, and how each consultant aligns with the District.

### *RFP review:*

Please note that the RFP consultants are listed below. CV and WB have a 4-point RFP analysis difference. As each consultant has a proven record of exceptional Social Media and Public Relations services, staff believes either consultant would meet the District's goals and mission. CV has a specific strength in water and public agency outreach as the social media and public relations consultant for BCVWD, servicing the District since 2019. CV is a leading partner in regional collaborations with current efforts on drought communication and collaborative work with SGPWA. WB has strengths in a broader outreach with minimal water experience and a more comprehensive community outreach program based on local and peer group research.

### 1. CV Strategies

Based in Palm Desert, CV has significant experience in water and public agency. The entity uses a targeted strategic outreach approach when developing social media and public relations subject items. The Consultant has worked with the District since 2019 and has provided exceptional service and account management by working with staff and the District Board, emphasizing the District's mission and vision. As a continued consultant, CV would continue to build on the communications branded materials, re-evaluate opportunities to improve communication practices and focus on branding to drive traffic to the District's social media outlets and website. CV's objective is to help clients to blend media, messaging, and audiences to connect with communities and drive support on crucial issues. The submitted RFP addressed all areas of concern for the District, including content development and crisis communications, but relied heavily on completed assignments with District staff. Although the review staff appreciated the samples, most of the pieces were work created for the District; there were few samples from other entities for comparison. The submission was organized, concise, and highlighted experience with other special and water districts.

The oral interview included employees of CV, including the District's current account manager Nisha Armanji, who is highly skilled and continues to be an asset to the District. The consultants answered seven of eight questions and continues to understand the District's Vision, Mission, and Goals. The consultant emphasized re-evaluating strategies to improve communication practices and resume branding for social media traffic to the District's media outlets and website. CV's continued objective is to help clients to blend media, messaging, and audiences to connect with communities and drive support on crucial issues.

### 2. Westbound Communications

The response from WB emphasized a strong communication program based on local and peer group research. The WB proposal includes a preliminary list of recommended actions, a sample of a project tracking mechanism, examples of outreach prepared for other local water agencies, and tactics for social media growth, including engagement and partnership options that emphasize their experience with other water agencies. Although there was a concern that crisis communication was not addressed in the RFP, during the oral interview, the cost of crisis management was confirmed to be included. The submittal was put together well and focused



heavily on water issues, receiving the highest average score from the review committee. WB covers the Western United States, with offices in Riverside and Anaheim.

The oral interview included employees of the WB team. The consultant provided thorough answers and clearly understood the District's Vision, Mission, and Goals. The discussion was handled professionally, and the consultant answered the eight questions. The staff includes multiple bilingual employees and emphasizes community outreach for small and large communities. The consultant noted specific areas of potential growth for the District.

### 3. Reach Strategies

The response from Reach Strategies focused on education and collaboration; however, the submittal relied heavily on their recent national electronic vehicle (EV) project, with little focus on water. The firm provided its understanding of each SOW item by providing its proposed deliverables for each. Still, they were general and repetitive, and any sample referenced was focused on their EV projects. Additionally, the electronic and printed submittals were inconsistent, and the printed reports had several blatant formatting errors. The submittal received the lowest score from all three review committee members based on the lack of water, special district activity, and report errors. The consultant was eliminated from the oral interview selection. Reach Strategies is based in Mill Valley.

### Conclusion

At its meeting on January 10, 2023, the ad hoc Communications Committee discussed the results of the RFP analysis, drew some conclusions regarding consultant direction, and requested staff make a presentation to the full Board of Directors at the January 26, 2023 Engineering Workshop. Said presentation shall include the analysis of the RFPs and the results of the oral Interview. To date, the Committee, however, did not indicate a desire to recommend to the full Board moving forward with Westbound Communications.

### Fiscal Impact

The Professional Services Agreement with the selected Consultant to provide the services described in the RFP is not-to-exceed \$100,000 annually.

### Attachment(s)

Scope of Work

*Copies of the Proposals are available upon request.*

Staff Report prepared by Dr. Kirene Bargas, Director of Finance and Administration



## Item 2 - Attachment 1 - Scope of Work

The District seeks a professional Social Media and Public Relations/Marketing/consulting firm. Qualifications include experience in creating a unique brand and identity, memorable message development, and effective communication through multiple media formats to broad and diverse audiences to provide public relations and community outreach services.

Proposals from firms that demonstrate competence and experience in all areas identified in the scope of services are accepted. The scope of services requires community outreach, social media management, brand/identity creation, public relations, message development and delivery, event communication, and prioritizing multi-phased communication campaigns.

Firms should also demonstrate competence in graphic and oral communication in English and Spanish to large and diverse groups and expertise in facilitating consensus from multiple public and private interests. Finally, the selected firm must demonstrate the ability to coordinate, deliver and manage the District's message to the news media, Internet, and social media. The ability to continue to refine and develop the District's ongoing PR/Community Outreach Campaign is of particular importance to increase positive perceptions of the District.

---

### SECTION B SCOPE OF WORK

#### I. SCOPE OF SERVICES

The following are specific services and items the successful consultant will be required to provide the District if awarded the contract and addressed in each proposal.

The District seeks a cost-effective approach for Social Media and Public relations services for community outreach and communication specific, but not limited to, Water District and its customers. The following shall act only as a general preliminary Scope of Services to communicate the District's expectations. Firms should identify any additional services required to meet District's expectations, provide a price, and document the reasons for the additional services. It is at the District's discretion which services are required.

1. Account Management
  - a. By phone or teleconference capabilities, execute a weekly strategy discussion with designated District contact(s).
  - b. Monitor local and national publications and online alerts for Beaumont/Cherry Valley stories.
  - c. Provide Spanish and other language translation services for targeted communication pieces.
  - d. Develop and manage a 12-month calendar for District communications and an execution plan.
  - e. Provide management and direction in implementing and maintaining a strategic communication plan by managing media relations for the Beaumont-Cherry Valley Water District, keeping the public and the workforce informed, and engaging the public in special District, water district, and local government subject matters.
  - f. Campaign, manage, and monitor the use of all forms, including social media platforms, the District's media channels, print materials, and other

communication methods that are available or might become available in the future.

- g. Provide recommendations and strategies as deemed appropriate to enhance the District's image, messaging, and brand identity.
    - i. Provide crisis communication counsel as necessary.
    - ii. Concept development, including quality graphic design.
    - iii. Develop original copy (text), copywriting, and editing, including Spanish and other language marketing collateral.
2. Community Outreach
- a. Develop a monthly digital news platform to educate and advise subscribers on District's issues, meetings, events, programs, services, and projects.
  - b. Work with District partners and influencers to gather news about Beaumont-Cherry Valley Water District for distribution via social media, e-news platform, and the District website.
  - c. Develop news releases, media advisories, articles, website content, and fact sheet for District events, initiatives, projects, and services.
  - d. Provide Community outreach to ensure public engagement related to District ongoing activities and objectives, including ongoing drought messaging, water quality reporting, graphic design, and media production.
  - e. Examine existing and upcoming programs and initiatives of the District and develop strategies for promoting efforts in the community.
3. Public Relations
- a. Enhance the District's social media outlets, including providing strategic support for communication projects, initiatives, and campaigns designed to advance the District's vision, mission, image, and branding.
  - b. Develop public relations strategies to raise public and community awareness of the District's upcoming events.
  - c. Create messaging to drive interaction and share relevant content by providing opportunities to interact with the programs and services. Draft and edit news releases and media advisories, and distribute designated media outlets upon direction and approval by the District's General Manager or designee.
  - d. Develop public relations strategies to raise public and community awareness of the District's matters upon direction and approval by the District's General Manager and Board of Directors.
  - e. Continue to refine and develop new customer onboarding engagements via email messages and content about the District services, meetings, and service options.
  - f. Develop strategies for countering misinformation and misconceptions.
  - g. Tracking and responding to stories, events, and crises, in the media that may benefit the District from a response on behalf of the District, upon direction and approval by the District's General Manager or designee.
4. Social Media
- a. Work with District's IT Department to continue to refine and develop the District's ongoing email strategy using the current tools approved for use.
  - b. Provide District staff with guidance on email marketing best practices as a critical source for social media content. Identify appropriate imagery to aid social media posts' work impact and reach.
  - c. Build messaging that can be used in various channels, including social media and paid traditional media, to target critical audiences through timely and relevant

channels to drive awareness, create an emotional connection, educate on important actions, and drive traffic to the website.

5. Multi-Media

- a. Produce 1 video in English and Spanish, 30 seconds to a minute, of an approved subject matter to address community water issues, provide public information explanation, or event promotion. Provide the multi-media video to District Staff in a format required by the District's Information Technology Department.

6. Monthly reports

- a. Submit monthly reports to the District summarizing activities during the previous month before identified due date. The District Staff will assign subjects within the monthly report.

---

II. PROPOSAL REQUIREMENTS

Proposals must submit a minimum of the following:

1. Define the methodology and approach to identify the needs of the District that will meet the requirements in Social Media and Press Relations.
2. Detail the procedure used to identify Social Media and Public Relations services that would address the identified needs.
3. Generally, detail the involvement and role of District staff and District resources in the Social Media and Public Relations process. Describe, in detail, the method used to prepare for Social Media and Public Relations services.
4. List and provide a minimum of One (1) sample of your experience in identifying and preparing Special Water District or Comparable Agencies Social Media and Public Relations services.
5. List and provide electronic links of up to five (5) Special Water District or Comparable Agencies Social Media and Public Relations services you developed that were featured or advertised.
6. Describe the background, experience, and qualifications of the person(s) who will act as the Social Media and Public Relations services manager and the capabilities of all staff who will assist with the preparation of Social Media and Public Relations services. This information shall include a minimum of their role, education, relevant experience, and related qualifications.
7. Provide at least three (3) references, including the contact's name, affiliation, address, direct telephone number, and email address.
8. Describe the fee structure proposed for providing Social Media and Public Relations services.

SELECTION



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
January 26, 2023**

Item 3

## STAFF REPORT

**TO:** Board of Directors

**FROM:** Dan Jagers, General Manager

**SUBJECT:** **Approval of Professional Services Agreement for Actuarial Services Related to Other Post-Employment Benefits (OPEB) in Compliance with Governmental Accounting Standards Board Statement No. 75 in an amount not to exceed \$25,225 for three years**

---

### **Staff Recommendation**

Authorize the General Manager to negotiate and execute a professional services agreement for actuarial services to value other post-employment benefits (OPEB) in compliance with Governmental Accounting Standards Board Statement No. 75 (GASB 75) for a three-year term commencing with the calendar year ending December 31, 2022, at a total amount not-to-exceed \$25,225, with the option of extending the contract upon future Board approval for two additional years, at a total amount not-to-exceed \$15,025, at the District's sole discretion.

### **Background**

In 2004, the Government Accounting Standards Board (GASB) issued Statement No. 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions (GASB 45). OPEB includes all benefits, other than pension benefits, earned by employees as a result of active service but not paid out as benefits until the beneficiaries have retired. The District's retiree healthcare plan falls under the scope of this definition and the District has been required to implement GASB 45 since fiscal year ending June 30, 2009. GASB 45 required the District to prepare a new valuation every three years. GASB 75 replaced GASB Statement No. 45 for fiscal years beginning after June 15, 2017 and modified the reporting period from three years to two years.

GASB 75 currently requires the District to report supplementary information in on the Annual Comprehensive Financial Reports, including a net OPEB liability and an OPEB expense. The District must have the required actuarial valuation performed by a certified actuary at least every two years. The actuarial report extensively analyzes census data, plan provisions, claims cost, and other financial data. Calculations are updated each period between valuations in a disclosure or "roll forward" report. The OPEB liability is updated with the current discount rate, employer contributions, and fiduciary net position (such as assets in an irrevocable OPEB Trust).

Per policy, the District conducted a competitive procurement process to select OPEB actuarial services. District staff contacted reputable actuarial firms and advertised the Request for Proposals (RFP) in a local newspaper, the District's website, the website maintained by the California Society of Municipal Finance Officers (CSMFO), and the California Special Districts Association's (CSDA) RFP Clearinghouse.



Seven firms submitted a proposal for OPEB actuarial services. These proposals were reviewed and scored by District staff on the bases of technical approach and cost.

District staff evaluated each proposal utilizing a proposal evaluation matrix. The criteria for evaluation was based on the following: the firm’s experience, ability to meet project work plan/timelines, quality control, stability/references, and the ability to effectively communicate information to management and the Finance and Audit Committee as well as the Board. The cost of services was evaluated for each firm after all firms had been assessed on the criteria mentioned above. The scoring sheet weighted the proposals based on 80% for technical approach and 20% for cost, with a total possible score of 16.4.

Table 1 below summarizes the proposal evaluation of all actuarial firms and identifies firm #1 (Foster & Foster Consulting Actuaries, Inc. or Foster & Foster) as the recommended actuarial firm.

**Table 1 – Summary of OPEB Actuarial Service Costs and Proposal Scores**

Actuarial Firm	Year 1 Cost	Year 2 Cost	Year 3 Cost	Three-Year Total Cost	Average Score	Comments
#1	\$11,000	\$2,575	\$11,650	\$25,225	15.4	Recommended firm – Foster & Foster
#2	\$8,200	\$2,500	\$8,600	\$19,300	14.9	
#3	\$6,800	\$2,200	\$7,000	\$16,000	14.8	
#4	\$6,500	\$2,500	\$6,500	\$15,500	14.2	
#5	\$6,000	\$2,000	\$6,000	\$14,000	14.0	
#6	\$1,000	\$6,000	\$1,000	\$8,000	11.3	
#7	\$2,500	\$500	\$500	\$3,500	10.2	

Based on the review of proposals and the overall scores thereon, three firms were advanced for in-depth analysis and final discussion by the proposal evaluation team. Based upon that analysis, staff identified Foster & Foster as the top recommendation. Staff scored Foster & Foster as the highest-scoring firm in the technical analysis of proposals and the highest-scoring firm overall once cost was factored in.

The proposal evaluation team noted Foster & Foster’s proposal addressed technical requirements within the RFP, specifically including an Actuarially Determined Contribution (ADC) of the District’s OPEB, which is required to be calculated in conjunction with biennial actuarial valuations by District policy 5046 Other Post Employment Benefits (OPEB) Funding Policy.

The proposal notes that Foster & Foster’s recent acquisition of Bartel Associates, LLC, in San Mateo, California, increased the firm’s size to 105 consultants, including 33 credentialed actuaries



and 10 Fellows of the Society of Actuaries (FSAs), which is the highest distinction an actuary can obtain. Also contributing to the top proposal evaluation score was the emphasis on the firm's expertise in California, specifically from what was formerly Bartel Associates, LLC. That office has served nearly 500 California cities, counties, districts, and other public agencies on OPEB and CalPERS issues. The actuarial team identified in the proposal has more than 63 years of combined experience in providing these services. The proposal evaluation team also highlighted the firm's expertise in retiree healthcare plan design and governmental funding arrangements, such as Section 115 trusts, in which the District participates.

Foster & Foster's proposal emphasizes excellent communication with District management and the Board through presentations that are clear, concise, and understandable to non-actuaries; their recommendations are practical, and as they communicate with District staff, their goal is to ensure that the District understands the possible effects of any issues they might encounter, along with analysis and options to resolve them. The evaluation team also noted the pledge to ensure that the District receives recommendations regarding plan funding that is in full compliance with GASB 75, and provides trusted advice regarding options or any potential changes to the District's existing OPEB program and policy.

### **Summary**

District staff recommends that the Board of Directors award a professional services agreement to Foster & Foster for actuarial services to value other post-employment benefits (OPEB) in compliance with Governmental Accounting Standards Board Statement No. 75 (GASB 75) for a three-year term commencing with the calendar year ending December 31, 2022, at a total amount not-to-exceed \$25,225, with the option of extending the contract for two additional years, at a total amount not-to-exceed \$15,025, at the District's sole discretion and upon future Board approval at the time of possible contract extension. Staff identifies that although the recommended consultant is the most expensive firm, the recommended consultant's credentials and experience outweigh the overall cost factor. Further, the District has previous experience with the consultant related to this work activity and has previously received high quality guidance and advice regarding the District's existing OPEB policy. Finally, as stated previously, the recommended consultant has the highest-ranked proposal, and the cost, while the highest among all proposals, is comparable to the other higher-scoring proposals.

### **Fiscal Impact**

The agreement includes fees for services rendered in the amount of \$11,000, \$2,575, and \$11,650 for OPEB Actuarial Services for fiscal years ending December 31, 2022, 2023, and 2024 (\$25,225 for three years), respectively. Staff further identifies this item is included in the District's 2023 fiscal year operating budget and will be charged within 01-30-310-580036 Accounting & Audit.

OPEB actuarial services and associated fees for the optional fiscal years ending December 31, 2025 and 2026, if requested by the District and approved at that time by the Board of Directors, would be \$2,575, and \$12,300, respectively.

Staff Report prepared by William Clayton, Finance Manager



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
January 26, 2023**

Item 5

STAFF REPORT

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** Update: Master Drainage Plan Line 16 Storm Drain Project

---

**Staff Recommendation**

No Recommendation. This item is for discussion purposes only.

**Background**

In March 2022, construction commenced for the Beaumont Master Drainage Plan (MDP) Line 16 Storm Drain (Storm Drain Project) in Cherry Valley. The Storm Drain Project consists of the construction of reinforced concrete pipe storm drain, ranging from 24" to 84" diameter and catch basins along the storm drain alignment. The proposed alignment is from Bellflower Avenue to Phase II of the District's Noble Creek Recharge Facility (NCRF).

Construction is estimated to be approximately 75% – 85% complete; see below for a brief summary of the tasks which are underway:

- 1) Construction of outlet structure from NCRF Phase II, Pond 1 to the Noble Creek Channel (NC-1).
  - a) The 24" storm drain has been constructed from Pond 1 to Noble Creek, and the concrete repair required at the outlet to Noble Creek Channel has been completed.
  - b) Remaining work includes the installation of a canal gate to be located at the outlet of Pond 1 to Noble Creek, as well as a concrete apron surrounding the storm drain.
- 2) Construction of the emergency outlet structure from NCRF Phase II, Pond 4 to Noble Creek Channel (NC-2).
  - a) The 78" storm drain has been constructed from Pond 4 to Noble Creek, and the concrete repair required at the outlet to Noble Creek Channel has been completed.
  - b) Remaining work includes constructed of the concrete headwall of the outlet structure and installation of cable railing and canal gates.
- 3) Construction of concrete spillways in NCRF Phase II Ponds is ongoing.

Construction has been and may likely continue to be affected by extended lead times due to material shortages (mainly concrete acquisition supply chain issues).

To date, the Storm Drain has been substantially completed, and the main Storm Drain component of the pavement repair in Grand Avenue was completed by Riverside County Flood Control & Water Conservation District's (RCFC&WCD's) contractor in early December. Some pavement repair work remains to be completed by RCFC&WCD.



With storm drain and pavement repair construction substantially complete along Grand Avenue, District staff observed that stormwater runoff in the vicinity of Grand Avenue during the recent storms appears to be captured by the storm drain system and delivered to the recharge facilities.

Said captured runoff was ultimately passed through to Noble Creek from Pond 1 of the NCRF Phase II since the project spillways have not been completed. Additionally, some minor storm water bypass is occurring due to bulkheads potentially creating the bypass conditions, which RCFC&WCD is working with the storm drain contractor to resolve.

Staff further observed that the volume of runoff which would typically collect along Brookside Avenue before discharging to Marshall Creek was reduced due to the runoff being collected by the catch basins which are part of the MDP Line 16 Project.

District staff will continue to provide periodic updates to the Board regarding the construction of the Storm Drain, and as requested.

### **Fiscal Impact**

Construction costs for the storm drain are shared by Riverside County Flood Control and Water Conservation District (RCFC&WCD) and BCVWD per the terms of the Cooperative Agreement between BCVWD and RCFC&WCD, executed in August 2021 (Amendment 1 Executed October 2021).

Staff Report prepared by Daniel Baguyo, Civil Engineering Assistant





**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
January 26, 2023**

Item 6

STAFF REPORT

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** **Update: Grand Avenue Pipeline Replacement Project**

---

**Staff Recommendation**

No recommendation. This item is for discussion purposes only.

**Background**

Due to the MDP Line 16 storm drain project, District staff identified nine (9) segments of existing pipeline within Grand Avenue that were in conflict with the alignment of the storm drain or had reached the end of its service life and proposed the replacement (and relocation) of these pipelines. Over the course of 2022, District staff prepared pipeline replacement plans and solicited bids for two (2) separate contracts for the replacement of the pipelines.

At the March 24, 2022 Board Meeting, District staff notified the Board of Directors that construction for Pipelines 1 – 5 of the MDP Line 16 Pipeline Replacement Project (Project) was substantially complete. Construction began in February 2022 and was completed in April 2022. The design and construction of Pipelines 1 – 5 was coordinated with Riverside County Flood Control and Water Conservation District's (RCFC&WCD) Master Drainage Plan Project (storm drain project) along Grand Avenue eliminating conflicts between District facilities and the proposed 84" storm drain.

At a Special Meeting on April 7, 2022, District staff identified that an additional 635 linear feet of waterline needed to be relocated immediately to avoid conflict with construction activities of the storm drain project. District staff further identified that said additional waterline (Pipeline 6) was identified for replacement as P-3040-0019 in the District's 2022-2026 Capital Improvement Budget (CIB). After Board approval of additional expenditures for the project, District staff was able to procure materials and the District's contractor for the Project was able to realign the waterline to avoid the direct conflict with the storm drain alignment.

At the April 28, 2022 Board Meeting, District staff identified that the 2016 Potable Water Master Plan and 2022-2026 CIB include a pipeline replacement project identified as P-3040-0027 which is along Grand Avenue from Jonathan Avenue to Bellflower Avenue. A portion of the completed pipeline relocation project for Pipelines 1 – 5 was comprised of the western end of P-3040-0027. As such, District staff identified that in order to remain ahead of pavement activities associated with the storm drain project, construction of the remainder of P-3040-0027 in Grand Avenue would be desirable; the District would have a short window to complete construction.

At a Special Meeting on May 5, 2022, District staff identified that construction activities and the use of heavy equipment associated with the storm drain project created additional areas of concern for existing segments waterlines in Grand Avenue. Within said areas of concern, there were three (3) additional existing waterlines, which had not been fully replaced by the original Pipeline Replacement Project. The additional three (3) pipeline segments were identified as



pipelines 6A, 7, and 8, in order to continue project naming nomenclature of the previously construct waterlines in Grand Avenue.

At the July 28, 2022, Engineering Workshop, the Board of Directors authorized District staff to award contract for construction for pipelines 6A, 7, and 8 in order to complete construction of the District’s Grand Avenue Replacement Pipeline. . Regarding pipelines 6A, 7, and 8, the major District facilities have since been constructed.

All of the District’s planned replacement pipelines in Grand Avenue are now substantially complete. The pavement repair portion of the project remains. The RCFC & WCD storm drain project has requirements (repairs include complete new section, as well as grind and overlay, or fog seal activities) generally located on the northern half of Grand Avenue. The District’s pipeline relocation project is required to trench and grind and overlay the portion of Grand Avenue. District staff has prepared a pavement plan which encompasses the areas impacted by each replaced pipeline and has submitted the plans to the County Transportation Department and is awaiting a final permit. Upon receipt of the permit from the County, District staff intends to solicit bids for the pavement portion of the pipeline project and return to the Board with costs and contract award. Please see Table 1, below, for a status update of all pipelines for the MDP Line 16 Replacement Pipeline project.

**Table 1  
MDP Line 16 Pipeline Replacement Information**

<b>Pipeline #</b>	<b>Approximate Length (LF)</b>	<b>Location (To and From)</b>	<b>Status</b>
Pipeline 1	550	El Monte Drive east to Cherry Avenue	Complete
Pipeline 2	180	Jonathan Avenue to 180’ east of Jonathan Avenue	Complete
Pipeline 3	240	Winesap Avenue to 240’ east of Winesap Avenue	Complete
Pipeline 4	245	Noble Street to 245’ north of Grand Avenue	Complete
Pipeline 5	160	Martin Lane to Noble Creek Recharge Facility	Complete
Pipeline 6	635	Noble Street to 500’ east of Martin Lane	Complete
Pipeline 6A	500	Martin Lane to 500’ east of Martin Lane	Complete
Pipeline 7*	2,650	Jonathan Avenue east to Bellflower Avenue	98% Complete
Pipeline 8	975	Noble Street east to El Monte Drive	Complete

\*Remaining work consists of two tie-ins to existing pipelines

Throughout the MDP Line 16 Replacement Pipeline project, the District has replaced approximately 6,135 linear feet of waterline that would have been paved over following the completion of the MDP Line 16 project and would have come at a significant expense to the District. In repairing the pipelines, the District would likely have experienced complications due to newly paved surface on Grand Avenue.



### **Fiscal Impact**

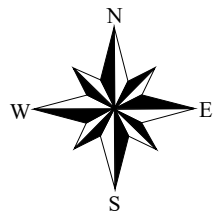
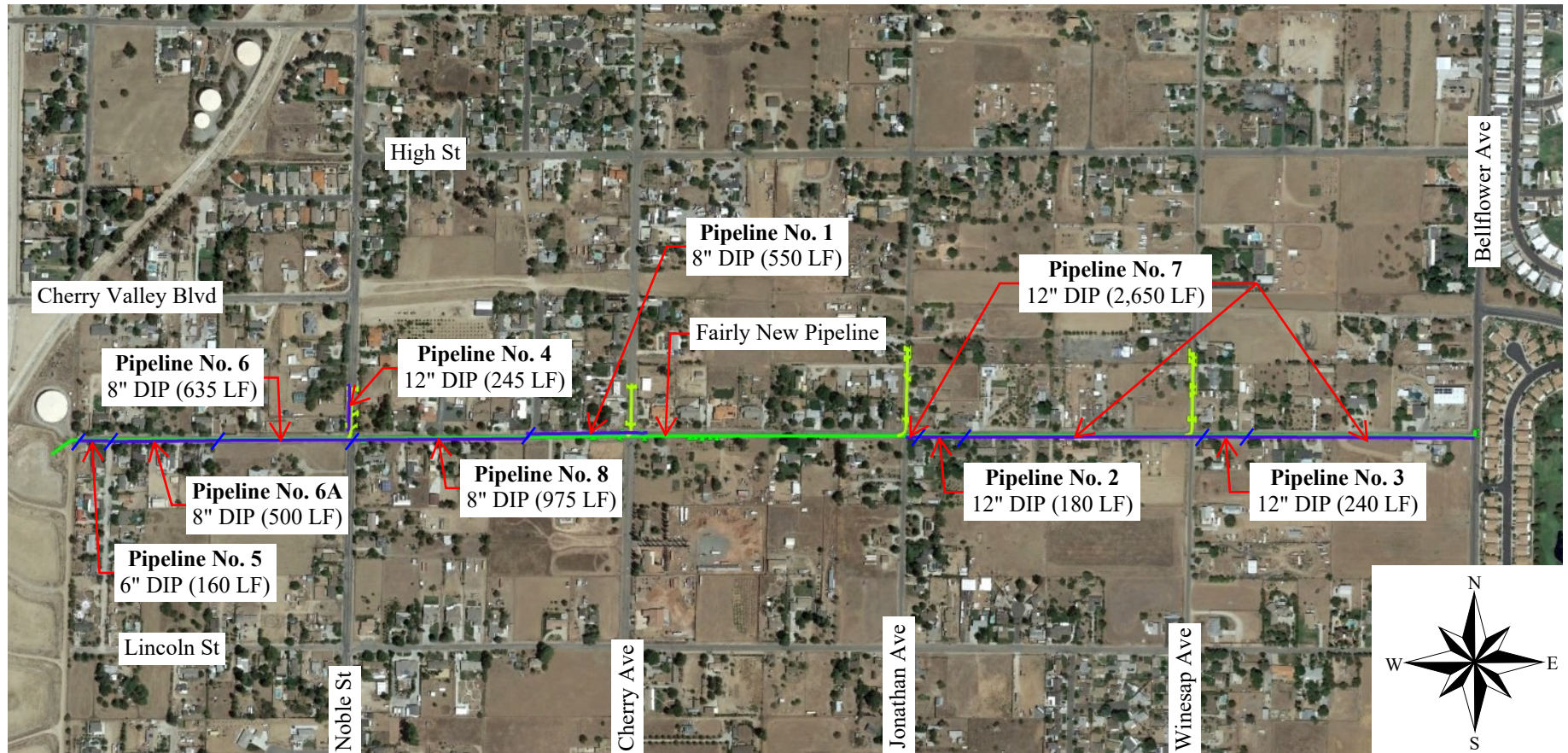
The fiscal impact to the District is anticipated to be approximately \$2.30 million (\$1.25 million for pipelines 1-6 and \$1.05 million for pipelines 6A, 7, and 8). This fiscal impact does not include any District staff labor, construction staking, and permanent pavement repair yet to be completed. District staff will bring the final costs to the Board following bid solicitations for the pavement portion of the pipeline replacement project.

### **Attachments**

Attachment 1 – MDP Line 16 Pipeline Relocation Project Vicinity Map

Staff Report prepared by Evan Ward, Civil Engineering Assistant

# Attachment 1 - MDP Line 16 Pipeline Replacement Project Vicinity Map



Not to Scale

Legend	
	New Waterline (Various Dia.)
	New Storm Drain (Various Dia.)
	New Storm Drain Lateral and Catch Basin



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
January 26, 2023**

Item 7

STAFF REPORT

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** Discussion and Possible Action Regarding Well Drilling Activities at Assessor's Parcel Number 401-190-002 (9154 Lilac Lane)

---

**Staff Recommendation**

Direct staff as desired.

**Summary**

This Staff Report presents current status and District understanding regarding an ongoing issue with a well drilling activity that has taken place or is taking place on Assessor's Parcel Number 401-190-002 (See Attachment 1). This item was presented to the Board at the District's September 29, 2022 Engineering Workshop. The property owner was present at that Board Meeting, and the Board of Directors directed Staff to meet with the property owner and review any pertinent documentation they may have to identify water rights related to said property.

District Staff met with said property owner on December 8, 2022, and the property owner presented a title report to District Staff which did not appear to be complete as it did not include schedules, or any information related to exceptions typically provided in a title report. District Staff has further confirmed with District Legal Counsel that the information provided is not a title report, but a property profile report.

During the December 8, 2022 meeting, District Staff identified to the property owner that the grant deeds indicate the Beaumont Land & Water Company (and Beaumont Irrigation District) as reserving the subsurface water rights through the deed. Both entities are the District's predecessor. The property owner identified that they had contacted their own legal counsel in an effort to resolve this item on their behalf.

Legal Counsel has reviewed District provided title report information and has confirmed with District Staff that it appears the District's predecessor retained all subsurface water rights, and that the property owner has not provided evidence which supports the contrary.

Based on the above, the District's position remains that this parcel(s) in question related to 9145 Lilac Lane (located within the community of Cherry Valley) which is within the District's service boundary does not have surface and/or subsurface water rights. In particular, the subject parcels do not have water rights which in fact is identified in the Title Report (and highlighted) obtained by District staff and included herein as Attachment 2.

At this time District Staff recommends that the Board of Directors direct staff to pursue protection of the District's water rights with legal counsel and continue to enforce the District's position regarding this matter in accordance with all District Policies and Procedures related to this issue.

It should be further noted that the parcel does currently receive service from the District however, based on Section 7 of the District's Rules and Regulations, service may be terminated due to direct violation of the District's regulations.



Finally, it should be noted that District Staff has had subsequent correspondence with the County of Riverside Department of Environmental Health and that entity has identified that the permit issued for well drilling is still active and in good standing even though District Staff has identified both the water right issue as well as the defect in the plan regarding 500 foot separation from the proposed well at 9145 Lilac Lane and the District's existing Well 5.

### **Background**

On Sunday, September 18, 2022, District staff observed a drill rig staged at Assessor's Parcel Number (APN) 401-190-002, further identified as 9154 Lilac Lane. Monday, September 19, 2022, District staff performed research to verify that the parcel is within the District's service boundary and is currently served by the District. Additionally, District staff contacted Riverside County Department of Environmental Health to determine if a permit was issued for the subject property. Subsequently, the County provided District staff with a copy of the permit for a proposed well on the property. Staff also ordered a title report for said property at that time to confirm that the subject parcel did not retain surface and subsurface water rights as part of the property rights.

Based on the research performed and information gathered, District staff prepared a certified letter to the property owner indicating to the permit applicant that the construction or operation of a well without obtaining written permission from the District's Board was a direct violation of the District's Rules and Regulations. Staff further identified that per District Rules and Regulations, Section 7 (7-1) service may be terminated based upon:

1. *Violation of these Regulations; or*
2. *...;*
3. *Unauthorized use of water or of the water system;...*

District staff received notification that the letter was delivered to the permit applicant on Tuesday, September 20, 2022 and was subsequently contacted by the property owner, at which time, Staff identified that said property did not have subsurface water rights.

Through the course of the week between Tuesday, September 20 and Friday, September 23, District staff contacted the County regarding the issuance of the permit and also measured the distance from the District's existing Well #5 and the proposed well.

As previously stated, a title report for the subject property was obtained by District staff which identify that when Beaumont Land and Water Company (BLWC) and Beaumont Irrigation District (BID) sold the parcels within this portion of Cherry Valley, the rights to surface and subsurface waters were retained by the BLWC and/or its successors (current successor is the Beaumont Cherry Valley Water District).

The title report further identifies that the purchaser of said land:

*“will not assert or claim any right to said waters as riparian owners or otherwise, not any right at any time to said waters by adverse use as against said party of the first part, or its successors or assigns.”*



Furthermore, each of the grant deeds pertaining to the subject parcel identify particular conditions, restrictions, and provisions, particularly that “no sewage, offal, or refuse shall be allowed to contaminate any of the waters on or in said premises... contiguous thereto” and that “no machinery nor mechanical device nor apparatus for pumping water, nor any pumping plant of any kind... shall ever be erected, operated, or maintained on said premises or any part thereof.”

District staff provided the excerpts of the above-described grant deed(s) for the subject property at the Board Meeting held on September 29, 2022.

At said meeting, the property owner provided public comment, requesting that the Board grant a variance to the Rules and Regulations regarding the construction and operation of a private well within the District’s service area. After further discussion, the Board generally directed staff to proceed as follows:

1. Obtain a title report from the property owner to determine whether the owner’s claim that the property retained water rights is substantiated
2. Investigate the status of the irrigation service at the subject property
3. Continued coordination with Riverside County regarding the issuance of the well permit and request that the County require the Applicant to abandon all work related to the well drilling.

District staff facilitated a meeting with the property owner on December 8, 2022, during which the owner provided further land information for the property (see Attachment 4). After review of the owner provided information, and discussion with District Legal Counsel, District staff maintains that there is no reference of the property owner retaining riparian rights with the purchase of the property.

As requested by the Board, District staff inquired with the County Department of Public Health regarding the issuance of the well permit for the property. On December 15, 2022, the County indicated to District staff that the permit was issued to the property owner in accordance with Riverside County Ordinance 682. County Ordinance 682 discusses the requirements for the permitting of wells; specifically, the following items:

1. Permit requirements
2. Well-drilling contractor licensing requirements
3. Required inspections
4. General location of water wells (in relation to potential sources of contaminants or pollution)

After review of the Ordinance, District staff identifies that there is no explicit discussion of location requirements of privately-owned wells in relation to water wells owned and operated by a public agency.

As stated previously, District staff has confirmed that the Subject Property does currently receive potable water service from the District. The service is considered a single family residential service; there is currently no “irrigation” service tied to the parcel.

### **Fiscal Impact**

Undetermined at this time.



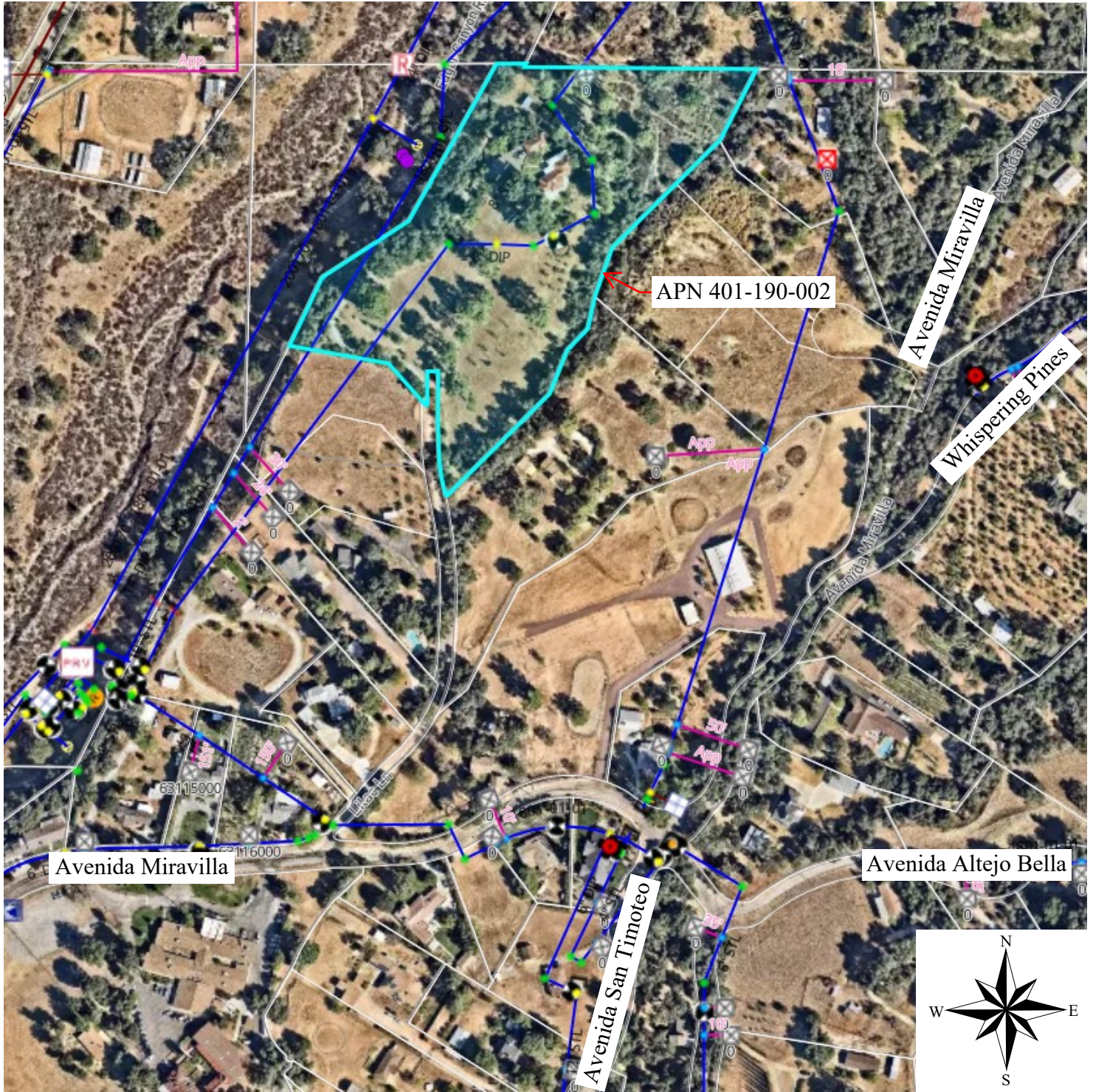
## **Attachments**

1. APN 401-190-002 (9154 Lilac Lane) Vicinity Map
2. APN 401-190-002 (9154 Lilac Lane) Title Report
3. County Approved Well Permit #WP0030804, August 16, 2022
4. APN 401-190-002 (9514 Lilac Lane) Owner Provided Property Profile, dated February 4, 1999

Staff Report prepared by Dan Jagers, General Manager and Daniel Baguyo, Engineering Assistant



# Attachment 1 - APN 401-190-002 (9154 Lilac Lane) Vicinity Map





# Title Report

Lawyers Title - Inland Empire  
3480 Vine Street, Suite 300  
Riverside, CA 92507  
Phone: 951.774.0825

## Title Report

Beaumont-Cherery Valley Water District  
560 Magnolia Avenue  
Beaumont, CA 92223

Title Officer: Barbara Northrup--So  
Email: TU65@LTIC.COM  
Phone No.: (951) 248-0669  
File No.: 622650353

Attn: Cenica Smith

Your Reference No: AP 401-190-002

Property Address: 9154 Lilac Lane, Cherry Valley Area, California



### Key Features of your LiveLOOK Prelim Report



Summary Page



Linked Documents



Mobile-Friendly



Flagged Items



Shortcuts

24/7 real-time access to all information related to a title insurance transaction.



**Effortless, Efficient, Compliant, and Accessible**



Lawyers Title Company  
 3480 Vine Street Suite 300  
 Riverside, CA 92507  
 Phone: (951) 774-0825  
 Fax: ( )

Beaumont-Cherery Valley Water District  
 560 Magnolia Avenue  
 Beaumont, CA 92223

Title Officer: Barbara Northrup--So  
 email: TU65@LTIC.COM  
 Phone No.: (951) 248-0669  
 Fax No.:  
 File No.: 622650353

Attn: Cenica Smith

Your Reference No:

AP 401-190-002

Property Address: 9154 Lilac Lane, Cherry Valley Area, California

---

## PRELIMINARY REPORT

---

Dated as of September 19, 2022 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, Lawyers Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company**.

***Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.***

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

## **SCHEDULE A**

The form of policy of title insurance contemplated by this report is:

**CLTA/ALTA 2021 Homeowner's Policy of Title Insurance  
ALTA Loan 2021**

The estate or interest in the land hereinafter described or referred to covered by this report is:

### **A Fee**

Title to said estate or interest at the date hereof is [vested in:](#)

**Danny and Sylvia Kohler, Trustees of the Kohler Family Trust dated January 22, 2004**

The land referred to herein is situated in the County of Riverside, State of California, and is described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

## EXHIBIT "A"

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

PARCEL 1:

LOT 2 IN BLOCK 8 OF LA MESA MIRAVILLA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 6, PAGE 79](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

THAT PORTION OF LOT 1 IN BLOCK 8 OF LA MESA MIRAVILLA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 6, PAGE 79](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF LOT 1, DISTANT 134.50 FEET EASTERLY FROM THE NORTHWEST CORNER THEREOF; THENCE SOUTHEASTERLY IN A DIRECT LINE TO A POINT IN THE EASTERLY LINE OF SAID LOT, DISTANT 61.00 FEET SOUTHERLY FROM THE NORTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG SAID EASTERLY LINE TO THE NORTHEASTERLY CORNER OF SAID LOT; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT, TO THE POINT OF BEGINNING.

PARCEL 3:

ALL THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, IN BLOCK 8 OF LA MESA MIRAVILLA, AS SHOWN BY MAP ON FILE IN [BOOK 6, PAGE 79](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 26° 21' 00" EAST, 111.60 FEET; THENCE NORTH 59° 21' 00" EAST 187.80 FEET; THENCE NORTH 26° 45' 00" EAST, 367.00 FEET TO A POINT ON THE NORTH LINE OF SECTION 23, THE LAST 3 COURSES AND DISTANCES FOLLOW ALONG THE NORTHWESTERLY LINE OF SAID LOT 2; THENCE NORTH 89° 29' 00" WEST, ALONG THE NORTH LINE OF SAID SECTION, 55.77 FEET; THENCE SOUTH 26° 48' 00" WEST, 327.67 FEET; THENCE SOUTH 59° 21' 00" WEST, 188.01 FEET; THENCE SOUTH 26° 21' 00" WEST, 140.89 FEET; THENCE SOUTH 79° 48' 00" EAST, 52.02 FEET TO THE POINT OF BEGINNING.

[ASSESSOR'S PARCEL NUMBER: 401-190-002](#)

## SCHEDULE B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

- A. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

<u>Tax Identification No.:</u>	<u>401-190-002</u>
Fiscal Year:	2022-2023
1st Installment:	\$4,097.07, Open (Delinquent after December 10)
Penalty:	\$409.71
2nd installment:	\$4,097.07, Open (Delinquent after April 10)
Penalty and Cost:	\$447.77
Homeowners Exemption:	\$7,000.00
Code Area:	056-014

- B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

- C. Any unpaid amounts now owing, for delinquent utilities, of record or not. Amounts can be ascertained by contacting the following:  
 Beaumont-Cherry Valley Water District 951-845-9581.

1. Water rights, claims or title to water, whether or not disclosed by the Public Records.
2. Reservation of all surface and underground waters, together with the right to remove and divert the same, and a right to lay and maintain pipes, flumes and other conduits in, over, upon and across said Land and abutting thoroughfares, as reserved in deed.

Reserved by:	Beaumont Irrigation District
Recording Date:	September 2, 1909
Recording No.:	<u>Book 290, Page 326</u> , of Deeds

The exact location and extent of said easement is not disclosed of record.

Affects: Parcel 2

3. Reservation of all surface and underground waters, together with the right to remove and divert the same, and a right to lay and maintain pipes, flumes and other conduits in, over, upon and across said Land and abutting thoroughfares, as reserved in deed.

Reserved by:	Beaumont Irrigation District
Recording Date:	April 5, 1915
Recording No.:	<u>Book 414, Page 355</u> , of Deeds

The exact location and extent of said easement is not disclosed of record.

Affects: Parcel 1

4. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: September 2, 1909  
Recording No.: [Book 290, Page 326](#), of Deeds

Affects: Parcel 2

Modification(s) of said covenants, conditions and restrictions

Recording Date: March 22, 1945  
Recording No.: [Book 738, Page 163](#), of Official Records

5. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: April 5, 1915  
Recording No.: [Book 414, Page 355](#), of Deeds

Affects: Parcel 1

Modification(s) of said covenants, conditions and restrictions

Recording Date: March 22, 1946  
Recording No.: [Book 738, Page 163](#), of Official Records

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: pipes, flumes and other conduits  
Recording Date: December 6, 1946  
Recording No.: [Book 800, Page 288](#), of Official Records  
Affects: said land more particularly described therein

Affects: Parcel 3

7. Reservation of all surface and underground waters, together with the right to remove and divert the same, and a right to lay and maintain pipes, flumes and other conduits in, over, upon and across said Land and abutting thoroughfares, as reserved in deed.

Reserved by: Beaumont Irrigation District  
Recording Date: October 3, 1945  
Recording No.: [Book 702, Page 72](#), of Official Records

Affects: Parcels 1 and 2

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted To: Southern California Edison Company, a Corporation  
Purpose: electric lines  
Recording Date: November 3, 1948  
Recording No: [Book 1023, Page 499](#), of Official Records  
Affects: said land more particularly described therein

The exact location and extent of said easement is not disclosed of record.

9. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
10. Any invalidity or defect in the title of Vestees in the event such trust is invalid or fails to confer sufficient powers in the trustees or in the event there is lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a Trust Certification pursuant to California Probate Code Section 18100.5.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

**END OF SCHEDULE B EXCEPTIONS**

**PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH FOLLOWS FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION**



## **REQUIREMENTS SECTION:**

Req. No. 1: In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All Parties

The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

Req. No. 2: The Company will require either (a) a complete copy of the trust agreement and any amendments thereto certified by the trustee(s) to be a true and complete copy with respect to the hereinafter named trust, or (b) a Certification, pursuant to California Probate Code Section 18100.5, executed by all of the current trustee(s) of the hereinafter named trust, a form of which is attached.

Name of Trust: The Kohler Family Trust dated January 22, 2004.

Req. No. 3: Pursuant to the type of transaction contemplated in this Report, a Documentary Transfer Tax Affidavit must be filled out and executed to accompany the Transfer Deed, a form of which can be obtained by going to the following Website [www.riversideacr.com](http://www.riversideacr.com) or by contacting your Title Officer or Escrow Officer.

## INFORMATIONAL NOTES SECTION

- Note No. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.
- Note No. 2: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.

**For wiring Instructions please contact your Title Officer or Title Company Escrow officer.**

- Note No. 3: Lawyers Title is a division of Commonwealth Land Title Insurance Company. The insurer in policies of title insurance, when issued in this transaction, will be Commonwealth Land Title Insurance Company.
- Note No. 4: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note No. 5: None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an ALTA Loan Policy, when issued.
- Note No. 6: The following information will be included in the CLTA Form 116 or ALTA Form 22-06 Endorsement to be issued pursuant to this order:
- There is located on said Land: Multiple Family Residence  
Known as: 9154 Lilac Lane, Cherry Valley Area, California
- Note No. 7: There are no conveyances affecting said land recorded within 24 months of the date of this report.

- Note No. 8: The Company requires current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:
- (a) If this Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.
  - (b) If this Company cannot obtain a verbal update on the demand, we will either pay off the expired demand, or wait for the amended demand, at our discretion.
  - (c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).
- Note No. 9: Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note No. 10: The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies:
- A. 2006 ALTA Owner's Policy (06-17-06).
    - 6) Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
  - B. 2006 ALTA Loan Policy (06-17-06).
    - 8) Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
    - 9) Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
  - C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).
    - 10) Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.
  - D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).

12) Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

13) Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

E. CLTA Standard Coverage Policy 1990 (11-09-18).

7) Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.

8) Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.

Processor: sv

Date Typed: September 26, 2022

**Attachment One (Revised 05-06-16)****CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY – 1990****EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)**  
**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	<b>\$ 10,000.00</b>
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	<b>\$ 25,000.00</b>
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	<b>\$ 25,000.00</b>
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	<b>\$ 5,000.00</b>

**2006 ALTA LOAN POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### **EXCEPTIONS FROM COVERAGE**

Except as provided in Schedule B - Part II, This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

#### **PART I**

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

#### **PART II**

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

### **2006 ALTA OWNER'S POLICY (06-17-06)**

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.



- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. Variable exceptions such as taxes, easements, CC&R's, etc. shown here.

#### **ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (04-02-15)**

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;

- (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
- or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
  3. Defects, liens, encumbrances, adverse claims, or other matters
    - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
    - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - (c) resulting in no loss or damage to the Insured Claimant;
    - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
    - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
  4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
  5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
  6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
  7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
  8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
  9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
    - (a) a fraudulent conveyance or fraudulent transfer, or
    - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
  10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
  11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



Lawyers Title Company  
3480 Vine Street Suite 300  
Riverside, CA 92507  
Phone: (951) 774-0825  
Fax: ( )

Order No. 622650353

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

**FNF Underwritten Title Company**  
LTC – Lawyers Title Company

**FNF Underwriter**  
CLTIC – Commonwealth Land Title Insurance Co.

### **Available Discounts**

#### **DISASTER LOANS (CLTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

#### **EMPLOYEE RATE (LTC and CLTIC)**

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

## Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

***Federal Bureau of Investigation:***  
***<http://www.fbi.gov>***

***Internet Crime Complaint Center:***  
***<http://www.ic3.gov>***

## **FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE**

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

**When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

**Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

**Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

**Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

**International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your

country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

**FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

## **FIDELITY NATIONAL FINANCIAL CALIFORNIA PRIVACY NOTICE**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This California Privacy Notice explains how we collect, use, and disclose Personal Information, when and to whom we disclose such information, and the rights you, as a California resident ("Consumer"), have regarding your Personal Information ("California Privacy Rights"). Some subsidiaries maintain separate California Privacy Notices or privacy statements. If a subsidiary has a separate California Privacy Notice, it will be available on the subsidiary's website, and this California Privacy Notice does not apply.

### **Collection of categories of Personal Information:**

In the preceding 12 months FNF has collected, and will continue to collect, the following categories of Personal Information from you:

Identifiers such as name, address, telephone number, IP address, email address, account name, social security number, driver's license number, state identification card, financial information, date of birth, or other similar identifiers;

- Characteristics of protected classifications under California or Federal law;
- Commercial information, including records of personal property, products or services purchased, or other purchasing or consuming histories;
- Internet or other electronic network activity information including, but not limited to browsing history, search history, and information regarding a Consumer's interaction with an Internet website;
- Geolocation data;
- Professional or employment information;
- Education Information.

### **This Personal Information is collected from the following sources:**

- Information we receive from you on applications or other forms;
- Information about your transactions with FNF, our affiliates, or others;
- Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others;
- Information from the use of our websites and mobile applications.

### **This Personal Information is collected for the following business purposes:**

- To provide products and services to you or in connection with a transaction involving you;
- To perform a contract between FNF and the Consumer;
- To improve our products and services;
- To comply with legal obligations;
- To protect against fraudulent or illegal activity;
- To communicate with you about FNF or our affiliates;
- To maintain an account with FNF or our affiliates;
- To provide, support, personalize, and develop our websites, products, and services;
- As described to you when collecting your personal information or as otherwise set forth in the California Consumer Privacy Act.

### **Disclosures of Personal Information for a business purpose:**

In the preceding 12 months FNF has disclosed, and will continue to disclose, the categories of Personal Information listed above for a business purpose. We may disclose Personal Information for a business purpose to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, as directed by you;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service Providers; ☐ Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

### **Sale of Personal Information:**

In the preceding 12 months, FNF has not sold Personal Information. FNF does not sell Personal Information.



**Personal Information of minors:**

FNF does not knowingly collect the Personal Information of minors.

**Right to know:**

Consumers have a right to know about Personal Information collected, used, disclosed, or sold. Consumers have the right to request FNF disclose what personal information it collected, used, and disclosed in the past 12 months.

**Right to request deletion:**

Consumers have a right to request the deletion of their personal information.

**Right to non-discrimination:**

Consumers have a right not to be discriminated against by exercising their consumer privacy rights. We will not discriminate against Consumers for exercising any of their California Privacy Rights.

**Right to use an Authorized Agent:**

A Consumer may use an Authorized Agent to submit a request to know or a request to delete his or her information. Should a Consumer utilize an Authorized Agent, FNF will require the Consumer provide the agent written permission to make the request and verify his or her identity with FNF.

**To exercise any of your California Privacy Rights, please follow the link "[California Privacy Request](#)" or call Toll Free 888-413-1748.**

Upon making a California Privacy Request, FNF will verify the consumer's identity by requiring an account, loan, escrow number, or other identifying information from the consumer.

The above-rights are subject to any applicable rights and obligations including both Federal and California exemptions rendering FNF, or Personal Information collected by FNF, exempt from certain CCPA requirements.

**FNF website services for mortgage loans:**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice describing the categories, sources, and uses of your Personal Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Information. FNF does not share Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**California Privacy Notice – Effective Date:**

This California Privacy Notice was last updated on August 1, 2021.

**Contact for more information:**

For questions or concerns about FNF's California Privacy Notice and privacy practices, or to exercise any of your

California Privacy Rights, please follow the link "[California Privacy](#)," call Toll Free 888-413-1748, or by mail to the

below address. We may use your Personal Information for our affiliates (companies owned by FNF) to directly market to you. If you do not want FNF affiliates to directly market to you, visit FNF's

"[Opt Out Page](#)" or contact us by phone at

(888) 714-2710, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

**CERTIFICATION OF TRUST**

California Probate Code Section 18100.5

The undersigned declare(s) under penalty of perjury under the laws of the State of California that the following is true and correct:

1. The Trust known as \_\_\_\_\_, executed on \_\_\_\_\_, is a valid and existing trust.

2. The names of the settlors of the Trust are:  
\_\_\_\_\_

3. The names of the currently acting trustees are:  
\_\_\_\_\_

4. The trustees of the Trust have the following powers (initial applicable line(s)):  
\_\_\_\_\_ Power to acquire additional property.  
\_\_\_\_\_ Power to sell and execute deeds.  
\_\_\_\_\_ Power to encumber, and execute deeds of trust.  
\_\_\_\_\_ Other:  
\_\_\_\_\_

5. The Trust is (check one): \_\_\_\_\_ Revocable \_\_\_\_\_ Irrevocable  
If revocable, who may revoke the Trust?  
\_\_\_\_\_

6. Are all trustees required to execute the powers of the trustee? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If no, explain trustee's authority:  
\_\_\_\_\_

7. Title to Trust assets is to be taken as follows:  
\_\_\_\_\_

8. The Trust has not been revoked, modified or amended in any manner which would cause the representations contained herein to be incorrect.

9. The trustees signing below are all of the currently acting trustees.

10. The trustees signing below may be required to provide copies of excerpts from the original Trust documents which designate the trustees and confer the power to act in the pending transaction.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } ss:

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally  
(here insert name and title of the officer)

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 \_\_\_\_\_

(This area for notary stamp)

401-19  
15-10-3

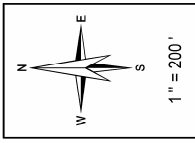
TRA 056-014

NW 1/4 OF SEC. 23 T.2S, R.1W

CITY OF BEAUMONT

15 14

22

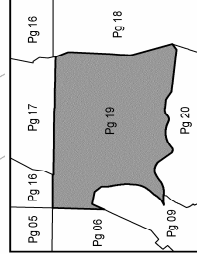


**Legend**

- Lot Lines
- - - Right-of-Way
- - - Old Lot Lines
- - - Reference R.O.W
- - - Other Easements
- • • Lease Area
- ▬ Subdivision TIC Mark

Date *	Old Number	New Number
1/1/1972	19	20-22
2/1/1972	20	23-24
6/22/1972	23	25
6/22/1972	24	26
8/1/1975	4.5	27
11/1/1979	801	28
7/1/1981	26	29-31
5/1/1983	27	32-35
6/1/1985	29	36-37
10/1/1985	22	38-40
9/1/1991	31	41-42
3/1/2019	33-35	44
5/2/2019	ADD AS/MT	45, 46
5/2/2019	32, 45	47
5/2/2019	44, 46	48

**Map Reference \***  
 PM 94/2 - 3 PARCEL MAP NO. 15960  
 PM 1/3/6 - 7 PARCEL MAP NO. 18494  
 MB 131/15 - 18 PARCEL MAP NO. 20452  
 MB 6/79 LA MESA MIRAVILLA NO. 1  
 RS 14/31  
 RS 14/47

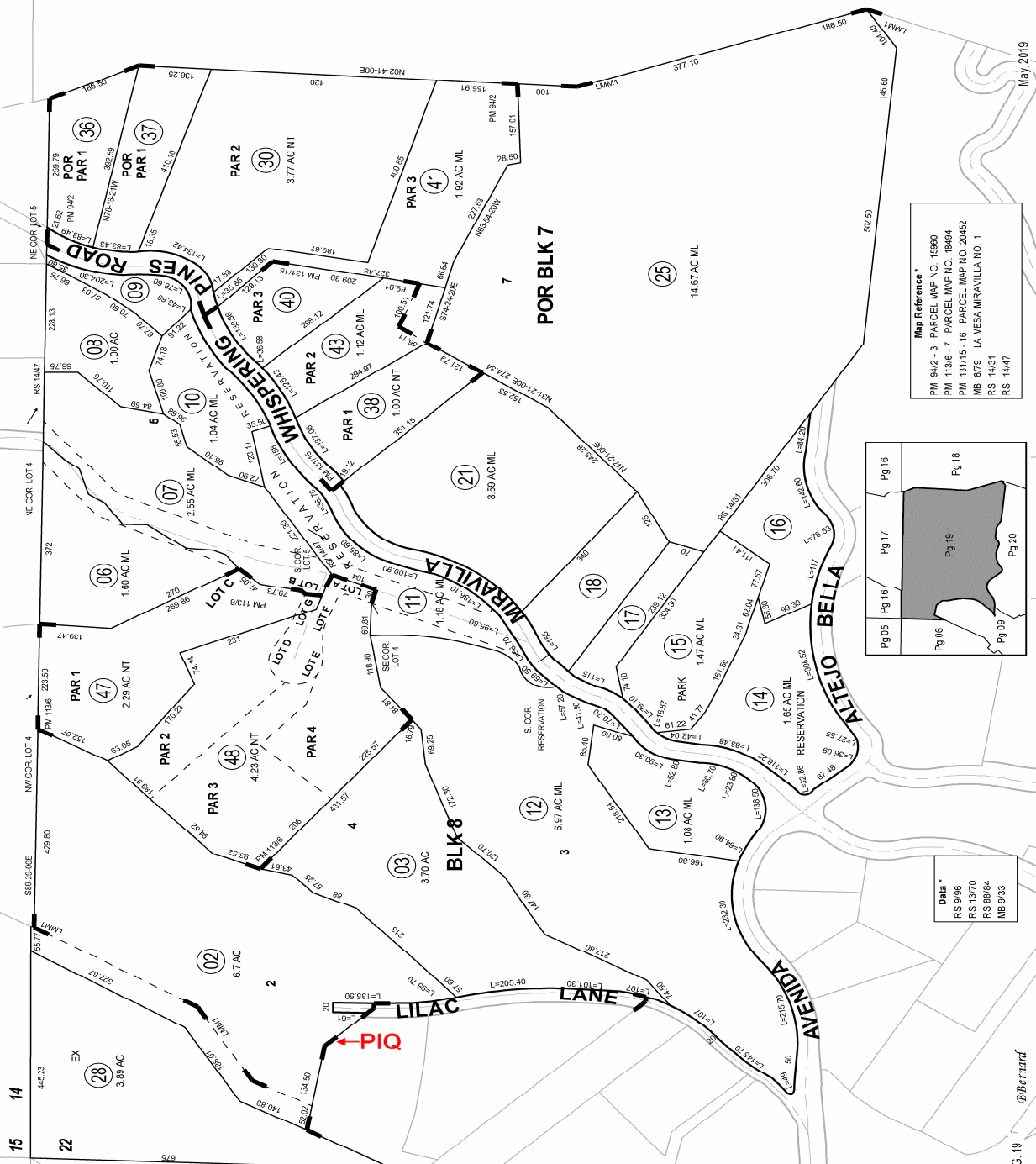


**Data \***  
 RS 9/96  
 RS 13/70  
 RS 99/84  
 MB 9/33



ASSESSOR'S MAP B4401 PG. 19  
 Riverside County Calif.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSORS PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.



This map is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Attachment 1:  
Vesting

RECORDING REQUESTED BY  
HARTNELL, HORSPOOL & FOX

AND WHEN RECORDED MAIL TO

WALTER T. MOORE  
HARTNELL, HORSPOOL & FOX  
A Professional Corporation  
25757 Redlands Boulevard  
Redlands, CA 92373-8453

MAIL TAX STATEMENTS TO

DANNY and SYLVIA KOHLER  
9154 Lilac Lane  
Cherry Valley, CA 92223

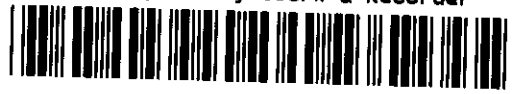
DOC # 2004-0311039

04/28/2004 08:00A Fee:13.00

Page 1 of 3

Recorded in Official Records  
County of Riverside

Gary L. Orso  
Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
	1		3			✓			
					1				LC
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

14)

*TFA:*

**TRUST TRANSFER DEED**

(Excluded from Reappraisal Under Proposition 13, i.e., Calif.Const.Art 13A§1 et.seq.)



The undersigned Grantors declare under penalty of perjury that the following is true and correct: **THERE IS NO CONSIDERATION FOR THIS TRANSFER.** Documentary transfer tax is \$-0-. There is no Documentary transfer tax due pursuant to R.T. 11911.

This is a Trust Transfer under §62 of the Revenue and Taxation Code in that this is a transfer to a revocable trust.

**GRANTORS: DANNY EUGENE KOHLER AND SYLVIA YOUNGBERG KOHLER, HUSBAND AND WIFE AS JOINT TENANTS, hereby grant to DANNY AND SYLVIA KOHLER, Trustees of the KOHLER FAMILY TRUST dated JANUARY 22, 2004, their interest in the real property in the City of Cherry Valley, County of Riverside, State of California, described on the attached referenced herein as "ATTACHMENT."**

Dated: January 22, 2004

STATE OF CALIFORNIA }  
COUNTY OF SAN BERNARDINO } ss

*Danny Eugene Kohler*  
DANNY EUGENE KOHLER  
*Sylvia Youngberg Kohler*  
SYLVIA YOUNGBERG KOHLER  
Grantors - Transferors

On January 22, 2004, before me, WALTER T. MOORE, personally appeared DANNY EUGENE KOHLER and SYLVIA YOUNGBERG KOHLER,  personally known to me or  proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.



WITNESS my hand and official seal.

(This area for official notarial seal)

*Walter T. Moore*  
NOTARY PUBLIC

MAIL TAX STATEMENTS AS DIRECTED ABOVE.

ATTACHMENT

Improved real property at 9154 Lilac Lane, in the City of Cherry Valley, County of Riverside, State of California, more particularly described as:

PARCEL NO. 1

Lot(s) 2 in Block 8 of La Mesa, in the County of Riverside, State of California, as per Map recorded in Book 6, page(s) 79 of Maps, in the office of the County Recorder of said County.

PARCEL NO. 2

That portion of Lot 1 in Block 8 of La Mesa Miravilla, in the County of Riverside, State of California, as per Map recorded in Book 6, page(s) 79 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point in the Northerly line of Lot 1, distant 134.50 feet Easterly from the Northwest corner thereof; thence Southeasterly in a direct line to a point in the Easterly line of said Lot, distant 61.00 feet Southerly from the Northeast corner thereof; thence Northerly along said Easterly line to the Northeasterly corner of said Lot; thence Westerly along the Northerly line of said Lot, to the point of beginning.

PARCEL NO. 3

All that portion of the Northwest 1/4 of Section 23, Township 2 South, Range 1 West, San Bernardino Meridian, as shown by United States Government Survey, in the County of Riverside, State of California, particularly described as follows:

Beginning at the Southwest corner of Lot 2, in Block 8 of La Mesa Miravilla, as shown by Map on file in Book 6, page 79 of Maps, records in Riverside County, California; thence North 26° 21' 00" East, 111.60 feet; thence North 59° 21' 00" East 187.80 feet; thence North 26° 45' 00" East, 367.00 feet to a point on the North line of Section 23, the last 3 courses and distances follow along the Northwesterly line of said Lot 2; thence North 89° 29' 00" West, along the North line of said Section, 55.77 feet; thence South 26° 48' 00" West, 327.67 feet; thence South 59° 21' 00" West, 188.01 feet; thence South 26° 21' 00" West, 140.89 feet; thence South 79° 48' 00" East, 52.02 feet to the point of beginning.

APN: 401-190-002-1



2004-0311039  
04/28/2004 08:00A  
2 of 3



GARY L. ORSO  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

Recorder  
P.O. Box 751  
Riverside, CA 92502-0751  
(909) 486-7000

<http://riverside.asrclkrec.com>

**NOTARY CLARITY**

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Walter T. Moore

Commission #: 143345

Place of Execution: Redlands

Date Commission Expires: August 3, 2007

Date: 4-28-04

Signature: Charlene B. Woolley

Print Name: Charlene B. Woolley



Attachment 2:  
Map Book 6 - Page 79

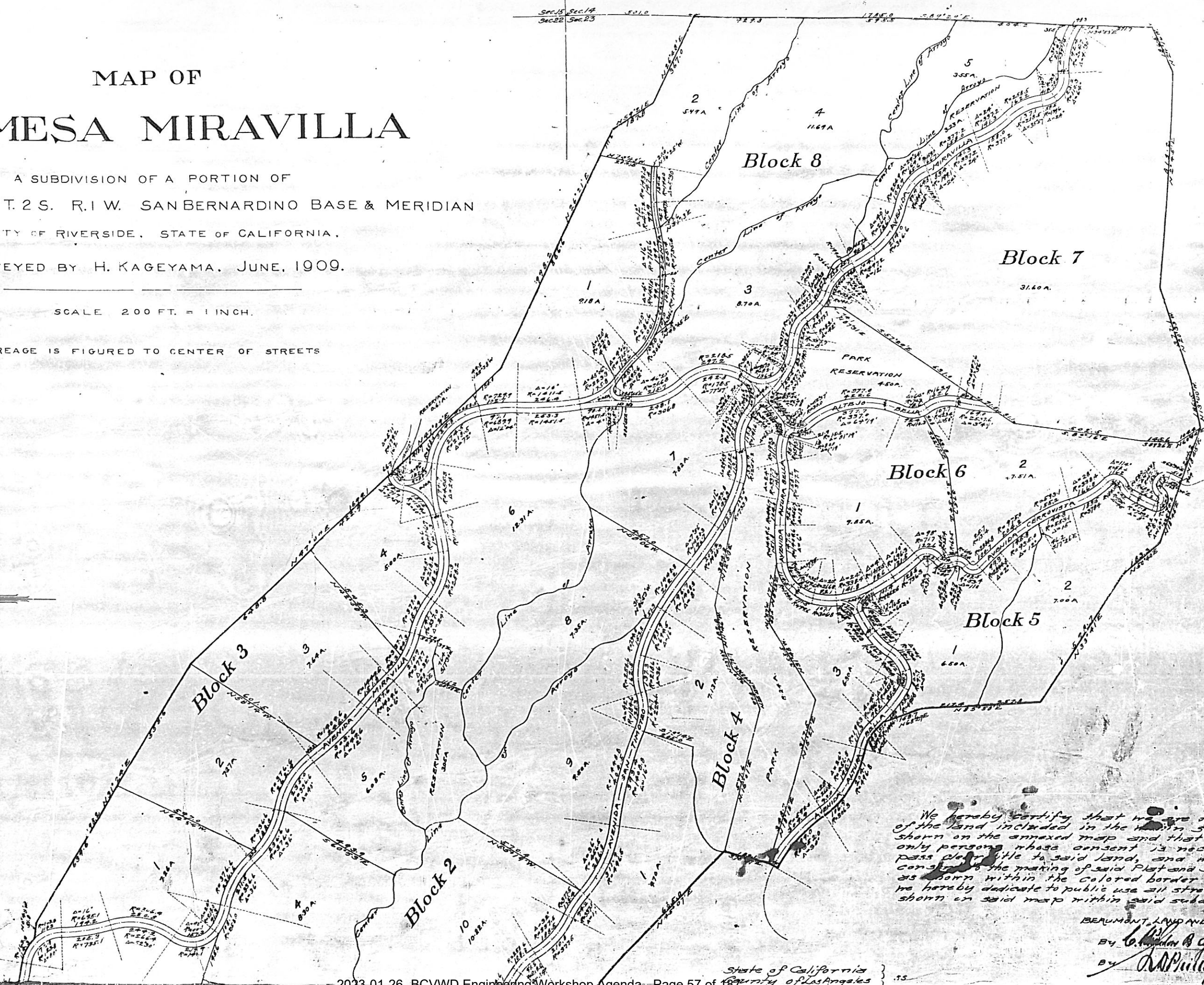
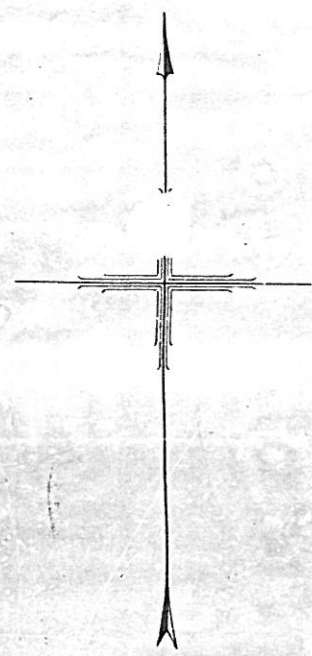


# MAP OF LA MESA MIRAVILLA

A SUBDIVISION OF A PORTION OF  
SEC'S. 22 & 23, T.2 S. R.1 W. SAN BERNARDINO BASE & MERIDIAN  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.  
SURVEYED BY H. KAGEYAMA, JUNE, 1909.

SCALE 200 FT. = 1 INCH.

ACREAGE IS FIGURED TO CENTER OF STREETS



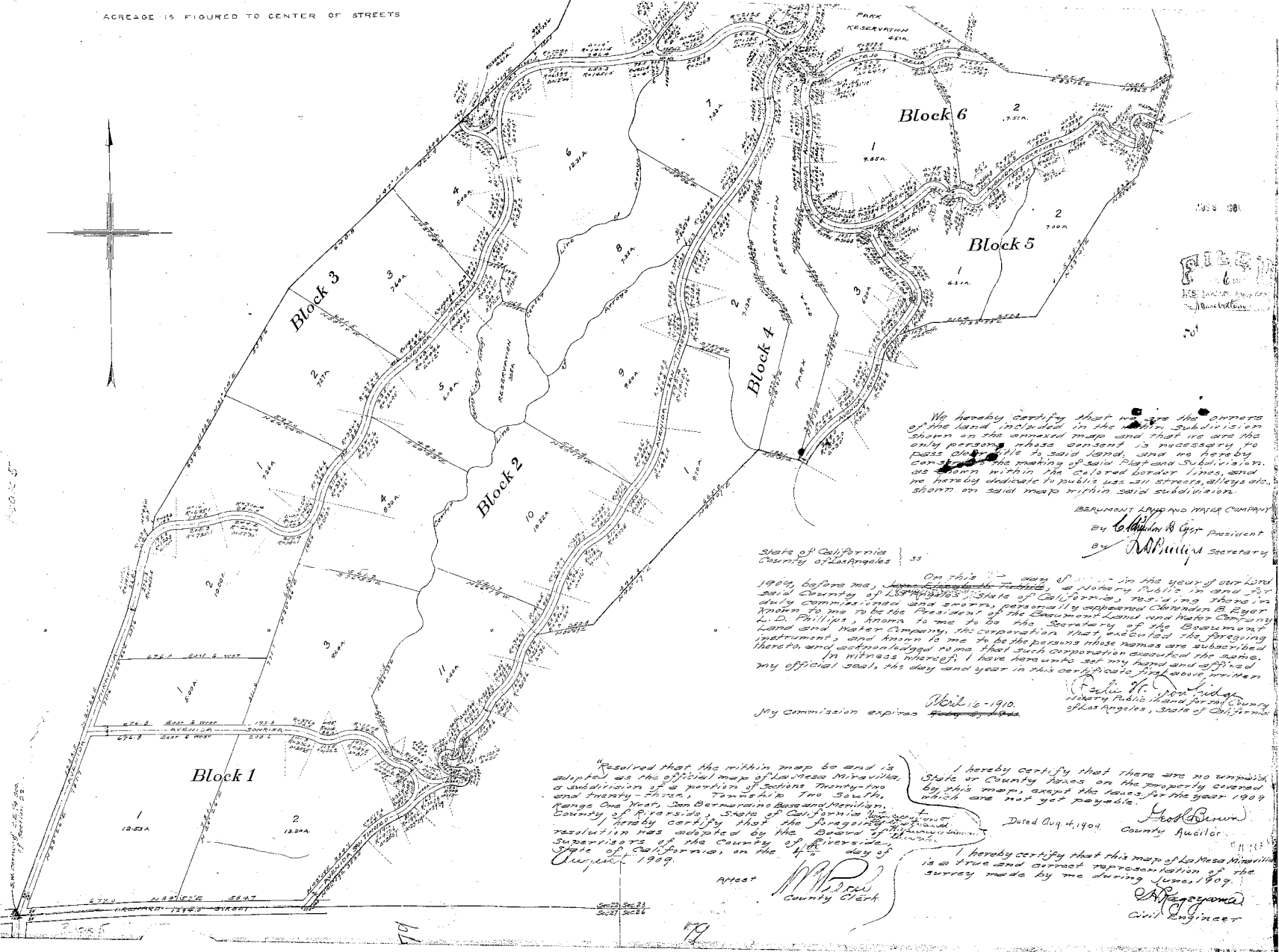
FILED  
AUG 6 1909  
L. E. LOAN, Register  
By A. B. ... Deputy

We hereby certify that we are the owners of the land included in the within subdivision shown on the annexed map and that we are the only persons whose consent is necessary to pass clear title to said land, and we hereby consent to the making of said Plat and Subdivision, as shown within the colored border lines, and we hereby dedicate to public use all streets, alleys, and shown on said map within said subdivision.

BEAUMONT LAND AND WATER COMPANY  
By *C. W. ...* President  
By *A. B. ...* Secretary

State of California  
County of Los Angeles

ACREAGE IS FIGURED TO CENTER OF STREETS



We hereby certify that we are the owners of the land included in the above subdivision shown on the annexed map and that we are the only persons whose consent is necessary to pass Chapter 116 to said land, and we hereby consent to the making of said Plat and Subdivision as shown within the colored border lines, and we hereby undertake to build and set corners, alleys etc. shown on said map within said subdivision.

BERNARD LAND AND TRUST COMPANY  
 By *William B. Eyer* President  
 By *W. H. Phillips* Secretary

State of California }  
 County of Los Angeles } 55

On this 12 day of June in the year of our Lord 1909, before me, *John H. Phillips*, a Notary Public in and for said County of Los Angeles, State of California, residing there in said County, and among and between personally appeared *Clarence B. Eyer* known to me to be the President of the *Bernard Land and Trust Company*, *L. D. Phillips*, known to me to be the Secretary of the *Bernard Land and Trust Company*, the corporation that executed the foregoing instrument, and known to me to be the persons whose names are subscribed hereon and whose names I have hereunto set my hand and affixed my official seal, this day and year in this certificate, and above written.

My Commission expires *March 12, 1910.*

Resolved that the within map be and is adopted as the official map of *La Mesa Mission*, a subdivision of a portion of Section Twenty-two and twenty-three, Township Two South, Range One West, San Bernardino Base and Meridian, County of Riverside, State of California, the resolution was adopted by the Board of Supervisors of the County of Riverside, State of California, on the 11th day of *October*, 1909.

Attest *W. H. Phillips*  
 County Clerk

I hereby certify that there are no unpaid State or County taxes on the property covered by this map, except the taxes for the year 1909 which are not yet payable.  
 Dated Aug 4, 1909. *Geo. Barlow*  
 County Auditor.

I hereby certify that this map of *La Mesa Mission* is a true and correct representation of the survey made by me during June, 1909.  
*W. H. Phillips*  
 Civil Engineer

MB 6 / 79 Sht 1 / 2 MB6/79

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Attachment 3:  
Map Book 290 - Page 326

BEAUMONT LAND AND WATER CO.,

TO

CORPORATION GRANT DEED.

JANE E. SMOOT.

BEAUMONT LAND AND WATER COMPANY, a corporation organized under the laws of the State of California, and having its principal place of business at Beaumont, California, the party of the first part, in consideration of ten (\$10) dollars, does hereby grant to JANE E. SMOOT, of Beaumont, California, the party of the second part, all that real property situated in the County of Riverside, State of California, described as follows:-

Lot six (6), block two (2) and lot one (1), in block eight (8), in the subdivision of La Mesa Miravilla, as shown by the plat of the same duly recorded in the Recorder's office of Riverside County, California, on the sixth (6th) day of August, 1909, in book 6 of Maps, at page 79.

The said party of the first part expressly excepts and reserves from the above described tract of land, all surface and underground waters with the right to remove and divert the same from time to time or at any future time from said land, at any point or points above or below the same, by any means of diversion and to any place or places and also reserves the right to lay and maintain pipes, flumes or other conduits in, over and across said land and abutting streets and alleys with the right to conduct water through the same, and also reserves the right to construct a line or lines of poles and wires for the transmission of electricity for signals, sound, light and power across and along said land and abutting streets and alleys; provided however, that all such pipes, flumes and other conduits shall be laid beneath the surface of the ground and at such depth as not to interfere with the tilling of the soil and in such a manner as to do no permanent injury to the said property hereby conveyed and the improvements thereon, and that said poles and wires shall be located at such points and in such manner as to do no injury to any buildings or trees of said party of the second part and shall be located wherever possible, in the rear of any residences that may at that time be constructed upon said real estate, and this conveyance is made upon the express condition that said first party, its successors and assigns, shall have the right of entry upon said land now and at all times hereafter for said purposes. The said party of the second part hereby covenants for her and her heirs, successors and assigns as a covenant running with the land that she will not assert or claim any right to said waters as riparian owners or otherwise, nor any right at any time to said waters by adverse use as against said party of the first part or its successors or assigns.

This conveyance is further made subject to the following conditions, restrictions and provisions:-

1. That any building upon said above described real estate or any portion thereof used or to be used as a residence or for residential purposes shall cost not less than \$2500.00.
2. That all wooden buildings erected upon said land shall be stained or painted on the exterior when completed.
3. That no sanitarium or hospital or other place for the care of persons suffering from any disease shall ever be erected or maintained upon said premises or any part thereof.
4. That said premises or any part thereof or any building or habitation thereon shall never be used or occupied for gain for the care of any person or persons suffering

from tuberculosis or any infectious or contagious disease.

5. That no barn, outhouse or other building excepting a residence or building for residential or ornamental purposes shall be built within 100 feet of any main road nor shall any such barn, outhouse or other building be kept or maintained on such premises in such manner as shall be offensive to others.

6. That no sewage, offal or refuse shall be allowed to contaminate or pollute any of the waters on or in said premises or the canyons, springs or arroyos contiguous thereto.

7. That said property and every part thereof shall not at any time be rented, sold, transferred, assigned or conveyed in any manner, by operation of law or otherwise, to any person or persons of the Mongolian, Malay or African race, or of a mixture of the blood of any of said races, in any degree, or to any corporation or corporations for the use or benefit of any such person or persons.

8. That no machinery nor mechanical device nor apparatus for pumping water, nor any pumping plant of any kind, nor any factory of any kind shall ever be erected, operated or maintained on said premises or any part thereof.

All of the foregoing covenants and conditions are hereby declared to be covenants and conditions running with the land and binding upon the heirs, executors, administrators, successors and assigns of said party of the second part.

It is expressly covenanted and agreed by the said party of the second part for herself, and her heirs, executors, administrators and assigns that she will never at any time violate any of said conditions or provisions or any part thereof or commit any breach thereof, and in the event that the said party of the second part, her heirs, successors, administrators and assigns, shall commit a breach or violate any of said foregoing conditions, the title to said property shall ipso facto without any exercise of right of forfeiture or otherwise on the part of the said party of the first part, revert to and revert in said party of the first part.

Provided further that nothing herein shall be construed to prevent said party of the first part from exercising at its option an affirmative right of forfeiture for any breach of any of said covenants and conditions, in which event the said party of the second part, her heirs, successors, administrators and assigns, shall upon demand surrender possession of said property and premises to the said party of the first part, its successors and assigns.

TO HAVE AND TO HOLD unto the said party of the second party, her heirs and assigns.

This conveyance is made subject to all taxes and assessments levied subsequent to July 1st, 1909.

IN WITNESS WHEREOF, the said party of the first part has hereunto caused its corporate name and seal to be affixed by its Vice-President, and Secretary, thereunto duly authorized this 28th day of August, 1909.

CORPORATE SEAL

Beaumont Land and Water Company.  
By Kenneth E. Scott, Vice-President.  
L. W. Phillips, Secretary.

State of California, )  
County of Los Angeles. ) ss.

On this 31st day of August, in the year one thousand nine hundred and nine, before me, Jane Elizabeth Sathill, a Notary Public in and for said County and State, personally appeared Kenneth E. Scott, known to me to be the Vice-President, and L. W. Phillips, known to me to be the Secretary of the Beaumont Land and Water Company, the corporation that executed the within instrument, and known

to me to be the persons who executed the within instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, at my office in Los Angeles, in the said County, the day and year in this certificate first above written.

(NOTARIAL)  
(SEAL)

Jane Elizabeth Tuthill, Notary Public  
in and for Los Angeles County,  
State of California.

My commission expires Nov. 5, 1911.

28

Received for record, Sep. 2, 1909, at 13 min. past 2 o'clock P. M., at request of Riverside Title and Trust Co. Copied in book No. 290 of Deeds, page 326 et seq. records of Riverside County, California.

Fees, \$1.80

I. S. Lopez, Recorder.  
By J. Ramsbottom, Deputy Recorder.

GEORGE E. HOPKINS.

TO

JASON L. CLARK.

THIS INSTRUMENT, made the twenty-sixth (26) day of February, in the year one thousand nine hundred and nine, between GEORGE E. HOPKINS, the party of the first part, and JASON L. CLARK, the party of the second part.

WITNESSETH that the said party of the first part, for and in consideration of the sum of one dollar, lawful money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quitclaim unto the said party of the second part, and to his heirs and assigns all the certain lots, pieces or parcels of land situate in the Riverside Mountains, County of Riverside, State of California, and bounded and particularly described as follows, to-wit:-

A one (1/6) sixth undivided interest in and to the following described mining claims, known as the Iron King Mining Group, and more particularly described as follows:- The Iron King Nos. 1, No. 2, No. 3, No. 4, No. 5, lode mining claims; also the Dixie lode mining claim, also the Skidoo No. 1 and Skidoo No. 2, lode mining claims; also the Roadcut No. 1 & Roadcut No. 2; also the Red Bird lode mining claim.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the revenues and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO ENJOY, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year first above written. George E. Hopkins. (Seal)

Attachment 4:  
Map Book 414 - Page 355

foregoing instrument, and acknowledged that he executed the same.

WITNESS my hand and official seal.

(NOTARIAL SEAL)

J. Drew Funk, Notary Public  
in and for the County of Riverside,  
State of California.

# 1 Received for record Apr. 5, 1915, at 24 min. past 6 o'clock A. M. at request of  
Riverside Title Company. Copied in book No. 414 of Deeds, page 363 et seq.,  
records of Riverside County, California.

Fees, \$ .90

I. S. Logan, Recorder.  
By J. H. Covey, Deputy Recorder.

\*\*\*\*\*

BEAUMONT LAND WATER CO. }

TO

CORPORATION GRANT DEED

ESSE B. DAKIN.

BEAUMONT LAND AND WATER COMPANY, a corporation organized under the laws of the State of California, and having its principal place of business at Beaumont, California, the party of the first part, in consideration of twenty-four hundred (\$2400.00) dollars, does hereby grant to ESSE B. DAKIN, the party of the second part, all that real property situated in the County of Riverside, State of California, described as follows:

Lot two (2) in block eight (8) and lot one (1) in block three (3) in the Subdivision of La Mesa Miravilla, as shown by the plat of the same duly recorded in the Recorder's office of Riverside County, California, on the sixth (6th) day of August, 1909, in book 6 of Maps, at page 79.

The said party of the first part expressly excepts and reserves from the above described tract of land, all surface and underground waters with the right to remove and divert the same from time to time or at any future time from said land, at any point or points above or below the same, by any means of diversion and to any place or places and also reserves the right to lay and maintain pipes, flumes or other conduits, in, over and across said land and abutting streets and alleys with the right to conduct water through the same, and also reserves the right to construct a line or lines of poles and wires for the transmission of electricity for signals, sound, light and power across and along said land and abutting streets and alleys: provided, however, that all such pipes, flumes and other conduits shall be laid beneath the surface of the ground and at such depth as not to interfere with the tilling of the soil and in such a manner as to do no permanent injury to the said property hereby conveyed and the improvements thereon, and that said poles and wires shall be located at such points and in such manner as to do no injury to any buildings or trees of said party of the second part and shall be located wherever possible, in the rear of any residences that may at that time be constructed upon said real estate; and this conveyance is made upon the express condition that said first part, its successors and assigns, shall have the right of entry upon said land now and at all times hereafter for said purposes. The said party of the second part hereby covenants



for her and her heirs, successors and assigns as a covenant running with the land that she will not assert or claim any right to said waters as riparian owners or otherwise, nor any right at any time to said waters by adverse use as against said party of the first part, or its successors or assigns.

This conveyance is further made subject to the following conditions, restrictions and provisions:

1. That any building upon said above described real estate or any portion thereof used or to be used as a residence or for residential purposes shall cost not less than \$2500.00.
2. That all wooden buildings erected upon said land shall be stained or painted on the exterior when completed.
3. That no sanitarium or hospital or other place for the care of persons suffering from any diseases shall ever be erected or maintained upon said premises or any part thereof.
4. That said premises or any part thereof or any building or habitation thereon shall never be used or occupied for gain for the care of any person or persons suffering from tuberculosis or any infectious or contagious disease.
5. That no barn, outhouse or other building excepting a residence or building for residential or ornamental purposes shall be built within 100 feet of any main road, nor shall any such barn, outhouse or other building be kept or maintained on said premises in such manner as shall be offensive to others.
6. That no sewage, offal or refuse shall be allowed to contaminate or pollute any of the waters on or in said premises, or the canyons, springs or arroyos contiguous thereto.
7. That said property and every part thereof shall not at any time be rented, sold, transferred, assigned, or conveyed in any manner, by operation of law or otherwise, to any person or persons of the Mongolian, Malay or African race, or of a mixture of the blood of any of said races, in any degree, or to any corporation or corporations for the use or benefit of any such person or persons.
8. That no machinery nor mechanical device nor apparatus for pumping water, nor any pumping plant of any kind, nor any factory of any kind shall ever be erected, operated or maintained on said premises or any part thereof.

All of the foregoing covenants and conditions are hereby declared to be covenants and conditions running with the land and binding upon the heirs, executors, administrators, successors and assigns of said party of the second part.

It is expressly covenanted and agreed by the said party of the second part for herself, and her heirs, executors, administrators and assigns that she will never at any time violate any of said conditions or provisions or any part thereof or commit any breach thereof, and in the event that the said party of the second part, her heirs, successors, administrators and assigns, shall commit a breach or violate any of said foregoing conditions, the title to said property shall ipso facto without any exercise of right of forfeiture or otherwise on the part of the said party of the first part, revert to and re-vest in said party of the first part.

Provided further that nothing herein shall be construed to prevent said party of the first part from exercising at its option an affirmative right of forfeiture for any breach of any of said covenants and conditions, in which event the said party of the second part, her heirs, successors, administrators and assigns, shall upon demand surrender possession of said property and premises to the said party of the first part, its successors and assigns.

I.R.S.  
\$2.50  
Cancelled

TO HAVE AND TO HOLD unto the said party of the second party, her heirs and assigns:

This conveyance is made subject to all taxes and assessments levied subsequent to July 1st, 19--.

IN WITNESS WHEREOF, the said party of the first part has herunto caused its corporate name and seal to be affixed by its Vice-President and Secretary thereunto duly authorized, this 2nd day of April, 1915.

(CORPORATE SEAL)

Beaumont Land and Water Company,  
By Kenneth R. Smoot, Vice-President.  
Kenneth R. Smoot, Secretary.

State of California. )  
County of Riverside. { ss.

On this 2 day of April, in the year one thousand nine hundred and fifteen, before me, J. Drew Funk, a Notary Public in and for said County and State, personally appeared Kenneth R. Smoot, known to me to be the Vice-President and Kenneth R. Smoot, known to me to be the Secretary of the Beaumont Land and Water Company, the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have herunto set my hand and official seal, at my office in Beaumont, in the said County, the day and year in this certificate first above written.

(NOTARIAL SEAL)

J. Drew Funk, Notary Public  
in and for Riverside County,  
State of California.

# 2

Received for record Apr. 5, 1915, at 25 min. past 8 o'clock A. M. at request of Riverside Title Company. Copied in book No. 414 of Deeds, page 355 et seq., records of Riverside County, California.

Fees, \$1.50

I. S. Logan, Recorder.  
By J. H. Covey, Deputy Recorder.

Attachment 5:  
Map Book 738 - Page 163

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF RIVERSIDE

J. T. ESSARY and JUANITA )  
ESSARY. ) NO. 10598  
Plaintiffs, )  
-vs- ) L I S P E N D E N S  
MORTON CLAY COMPANY, LTD., )  
a Corporation, CHARLES BREESKE, )  
DOE I, DOE II, and DOE III, )  
Defendants. )

NOTICE IS HEREBY GIVEN: That an action has been commenced and is now pending in the Superior Court of the State of California, in and for the County of Riverside, by the above named plaintiffs against the above named defendants to quiet title to the hereinafter described property.

That the premises affected by this action are situate, lying and being in the County of Riverside, State of California, and more particularly described as follows:  
Lots 1 and 2 in Block 5 of North Elsinore Tract as shown by Map on file in Book 5, Page 105 of Maps, Riverside County Records.

DATED: March 20, 1946.

BEST, BEST & GABBERT  
By Raymond Best,  
Attorneys for plaintiffs

Received for Record Mar 21, 1946 at 5 Min. past 11 o'clock A.M. at Request of #3221  
Best, Best & Gabbert Copied in Book No. 738 of Official Records, Page 163, Records of Riverside County, California.

Fees \$1.00 Jack A. Rosa, Recorder.  
By Alena Waldron, Deputy Recorder.  
Compared: Copyist J. Bernard; Comparer J. Hewitt

\*\*\*\*\*

We the undersigned owners of property herein described, situate in La Mesa Miravilla as recorded in Book (6) Page (79) of maps in Riverside County, California, do hereby covenant each with the others as follows:

That - Restrictions contained in deeds executed by Beaumont Land and Water Company to their successors in interest be amended to read as follows:

That in Paragraph (1) in Section referring to "Conditions, Restriction, and Provisions" the cost of buildings for residence purposes be changed from Twenty-five Hundred to Five Thousand Dollars (\$2500. to \$5000.) except for detached servants or caretaker's quarters.

That in paragraph (5) the word "excepting" be changed to "including" and that distance of such buildings from any main road be changed from 100 feet to not less than 60 feet.

That these amended restrictions shall not be retroactive.

Name	Property
Edward B. Spencer	Lot 1 La Mesa Miravilla, Block 8
Edna J. Spencer	Lot 4, Block 3 and Lot 2 Block 8.
S. Aliso Alcidis	Lot 4, Block 3 and Lot 2 Block 8.
Violetta C. Alcidis	Lot 1, La Mesa Miravilla Block 8.
Carl C. Erie	Lot 1, La Mesa Miravilla Block 8.
Rosalind R. Erie	Lot 1, La Mesa Miravilla Block 8.
William F. Gallin	Lot 1, Block 8.
Peter Beers	Lot 1, Block 4.
Frank C. Buell	Lot 1 - Block 11 W.half.
Clivia C. Buell	" " "
Jessica L. Marshall	Lot 3 Block 3
Bernice Gascell	Lots 1 & 2 La Mesa Miravilla - Blk. 4
Chas. W. Dow	Lots 6 & 7 Block 2 & Reservation

STATE OF CALIFORNIA, )  
County of Riverside ) ss.

On this 18th day of March, 1946, before me, GUY BOCART, a Notary Public in and for said County of Riverside, State of California residing therein, duly commissioned and sworn, personally appeared Edward B. Spencer personally known to me to be the person described in and whose name is subscribed to and who executed the within instrument, and who states herewith an oath that he signed the hereinattached document and

that all other signatures made therein were duly signed in his presence, and that to the best of his knowledge and belief, each signature is the genuine signature of the person whose name it purports to be; and acknowledged to me that he executed the said instrument freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal at my office in Beaumont, in the said County the day and year in this Certificate first above written.

Guy Bogart,  
 Notary Public in and for County of  
 My Commission expires August 20, 1947. Riverside, State of California.

#3432

Received for Record Mar 22, 1946 at 55 Min. past 10 o'clock A.M. at Request of E. B. Spencer Copied in Book No. 738 of Official Records, Page 163 et seq., Records of Riverside County, California.

Fees \$2.20 Jack A. Ross, Recorder.  
 By Agnes Burch, Deputy Recorder.  
 Compared: Copyist J. Bernard; Comparer J. Hewitt

+++++

HENRY WHIPPLE, ET AL )  
 TO ) GRANT DEED  
 MARTIN N. WILLIAMSON )

In consideration of \$10.00, receipt of which is acknowledged, HENRY WHIPPLE, a widower, and LOUISE A. PATTEN, a widow, do hereby grant to MARTIN N. WILLIAMSON, a single man, the real property in the City of Riverside, County of Riverside State of California, described as:

Lots 11 to 16, inclusive, and 18 to 26, inclusive, of ELMQUIST TRACT, as shown by Map on file in Book 15 page 41 of Maps, records of Riverside County, California.

Subject to the taxes and assessments for the fiscal year 1946-47 and the restrictions and reservations of record.

The property hereinabove described is hereby granted upon the following conditions, restrictions or covenants, which the grantee hereby accepts for himself, his heirs or assigns, and further agrees that said provisions, conditions, restrictions or covenants are to run with the above described land, and shall be binding on all parties and all persons claiming under the said grantee until January 1, 1966:

(1) All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than three cars.

(2) No building shall be erected, placed, or altered on any building plat in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of E. M. Gifford, Marshall Tilden, and Martin Williamson, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days, after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1946. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(3) No building shall be located nearer than 25 feet to the front lot line. No building, except a detached garage or other outbuilding located 70 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

(4) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than 50 feet at the front building setback line.

Attachment 6:  
Map Book 800 - Page 288

proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at seven per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall include not only the original Beneficiary hereunder but also any future owner and holder, including pledgees, of the note secured hereby. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(8) Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(9) The Trusts created hereby are irrevocable by Trustor.  
C. THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of default and of any notice of sale hereunder be mailed to him at his mailing address opposite his signature hereto.

IN WITNESS WHEREOF Trustor has executed this instrument.

MAILING ADDRESS FOR NOTICES		SIGNATURE OF TRUSTOR	
STREET AND NUMBER	CITY	STATE	Herman P. Frahm
Rte. 1 Box 106	Yucaipa	Calif.	Herman P. Frahm
			Lodie E. Frahm
Rte. 1 Box 106	Yucaipa	Calif.	Lodie E. Frahm

STATE OF CALIFORNIA)  
County of Riverside)ss.

On this 5th day of December, 1946, before me, the Undersigned, a Notary Public in and for said County, personally appeared Herman P. Frahm and Lodie E. Frahm, husband and wife (also known as Lodie E. Frahm) known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.  
(NOTARIAL SEAL)  
My commission expires Apr. 28, 1950

Elsie A. Nealme, Notary Public in  
and for said County and State.

#1119

Received for Record Dec. 9, 1946 at 30 Min. past 9 o'clock AM at Request of SECURITY TITLE INS. & GTEE. CO., Copied in book No. 800 of Official Records, page 285 et seq., Records of Riverside County, California.

Fees \$3.90 Jack A. Ross, Recorder.

Compared: Copyist R.White ... Comparer F.Rickords

BEAUMONT IRRIGATION DISTRICT,  
73  
VIOLETTA C. ALEIDIS

IN CONSIDERATION of Ninety and No/100 Dollars BEAUMONT IRRIGATION DISTRICT, a Public Corporation Does Hereby Grant to VIOLETTA C. ALEIDIS all that Real Property situate in the County of Riverside, State of California, described as follows:

That portion of the N W 1/4 of Section 25, T. 2 S., R. 1 W., S. B. M. according to Government Survey, described as follows:  
Beginning at the southwest corner of Lot 2, Block 8, La Mesa Miravilla, as per Map recorded on August 6, 1909, in Book 6, Page 79 of Maps, Records of Riverside County, California:

- Thence Following Northwesterly line of said Lot, N 26° 21' E. 111.6 feet;
- N 59° 21' E. 187.8 feet;
- N 26° 48' E. 367 feet to North line;
- Thence N 89° 29' W along North line of said Section, 55.77 feet;
- Thence S 26° 48' W. 327.87 feet;
- Thence S 59° 21' W. 182.01 feet;
- Thence S 26° 21' W. 140.89 feet;
- Thence S 79° 48' E. 52.02 feet to the point of beginning and estimated to contain 0.76 acres.

Subject to easements, restrictions, reservations and all rights of way of record; the Beaumont Irrigation District expressly reserving all surface and underground waters together with the right to remove and divert the same from time to time or any future time from said property by any means of diversion and to any place or places; a right of way to lay and maintain pipes, flumes and other conduits in, over, upon and across the said property and abutting thoroughfares with the right to conduct water through the same and with the right to enter upon the said property at all times for said purposes.

IN WITNESS WHEREOF, said Beaumont Irrigation District has hereunto caused its corporate name to be subscribed and its seal affixed by its President and Secretary, thereunto duly authorized by resolution of its Board of Directors, this 3rd day of December, 1946.

(CORPORATE SEAL)

BEAUMONT IRRIGATION DISTRICT  
By J. Drew Funk, President  
By E. D. Stahl, Secretary

STATE OF CALIFORNIA)  
County of Riverside)ss.

On this third day of December in the year one thousand nine hundred forty-six before me, Guy Bogart a Notary Public in and for said County and State, personally appeared J. Frew Funk, known to me to be the President, and E. D. Stahl, known to me to be the Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the with instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.  
(NOTARIAL SEAL)  
My commission expires August 20, 1947

Guy Bogart, Notary Public in and  
for said County and State.

#1188

Received for Record Dec. 9 1946 at 12 o'clock PM at Request of Violetta C. Aleidis, Copied in book No. 800 of Official Records, page 288, Records of Riverside County, California.

Fees \$1.10 JACK A. ROSS, Recorder  
Compared: Copyist R.White ... Comparer F.Rickords

Attachment 7:  
Map Book 702 - Page 72



#384

Received for record Oct 3, 1945 at 45 Min. past 11 o'clock A.M., at request of United Title Guaranty Company. Copied in Book No. 702 of Official Records, Page 67, et seq., Records of Riverside County, California.  
Fees. \$5.40  
Jack A. Ross, Recorder  
By O. A. Wheat, Deputy Recorder

Compared: Copyist J. Diller; Comparer B. Johnson.

\*\*\*\*\*

BEAUMONT IRRIGATION DISTRICT )  
TO ) CORPORATION QUITCLAIM DEED  
JOHN C. PORTER )

BEAUMONT IRRIGATION DISTRICT a corporation organized under the laws of the State of California, with its principal place of business at Beaumont, California, in consideration of TEN and NO/100 DOLLARS, to it in hand paid, receipt of which is hereby acknowledged does hereby REMISE, RELEASE AND QUITCLAIM TO JOHN C. PORTER, whose permanent address is - the real property in the County of Riverside, State of California, described as:

Lots One (1), Two (2), Block Eight (8); Lots Six (6), Seven (7), Block Two (2); and Reservation of Block Two (2) of La Mesa Miravilla, as per Map recorded on August 6, 1909, in Book 6, page 79, of Maps, records of Riverside County, California; and Lot Three (3), Block Two (2), of the Subdivision No. 2 of La Mesa Miravilla, as per Map recorded in Book 9, Page 33, records of Riverside County, California;

without warranty and subject to encumbrances, easements, restrictions, reservations and all rights of way of record; it being the purpose hereby to convey title acquired by Beaumont Irrigation District by reason of sale to it for delinquent irrigation district assessments under the provisions of the California Irrigation Districts Act; and Beaumont Irrigation District expressly reserves a right of way for telephone lines and electric transmission lines all surfaces and underground waters together with the right to remove and divert the same from time to time or at any future time from the said property by any means of diversion and to any place or places; a right of way to lay and maintain pipes, flumes and other conduits on, over, upon and across the said property and abutting thoroughfares together with the right to conduct water through the same and with the right to enter upon the said property at all times for the said purposes; and subject to a covenant running with the said property that the owner thereof will not assert or claim any right to the said waters as riparian owner or otherwise, nor any right at any time to the said waters by adverse use as against Beaumont Irrigation District, a public corporation, its successors or assigns.

"This is a duplicate deed to replace original deed dated November 3, 1943 which has been lost or mislaid".

IN WITNESS WHEREOF, said Corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its President and Secretary thereunto duly authorized, this 1st day of October, 1945.

BEAUMONT IRRIGATION DISTRICT  
By J. Drew Funk, President  
By Ed Stahl, Secretary.

(CORPORATE SEAL)

STATE OF CALIFORNIA, )  
County of Riverside ) ss.

On this 1st day of October, 1945, before me, the undersigned, a Notary Public in and for said County, personally appeared J. Drew Funk, known to me to be the President, and Ed Stahl, known to me to be the Secretary of Beaumont Irrigation District, the corporation that executed the within and foregoing instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

Belle Corfield,  
Notary Public in and for  
said County and State.

(NOTARIAL SEAL)

Received for record Oct 3, 1945 at 10 o'clock A.M., at request of Riverside Title Company. Copied in Book No. 702 of Official Records, Page 72, Records of Riverside County, California.  
Fees. \$1.00

#354

Jack A. Ross, Recorder

Compared: Copyist J. Diller; Comparer B. Johnson.

\*\*\*\*\*



County of Riverside  
DEPARTMENT OF ENVIRONMENTAL HEALTH  
www.rivcoeh.org

Well Drilling Permit

WP# : WP0030804

ALL ELECTRICAL, PLUMBING, MECHANICAL, AND STRUCTURAL REPAIRS AND INSTALLATIONS SHALL BE DONE UNDER PERMIT FROM RIVERSIDE COUNTY DEPT. OF BUILDING AND SAFETY.

Approved Date : 08/16/2022

Expiration Date : 08/16/2023

Fee : \$ 549.00  
(Non-refundable)

This permit is granted on condition that the person named in the permit will comply with the laws, ordinances and regulations that are now or may hereafter be in force. (This is not a permit to operate a water system.)

APN: 401-190-002 Sec 23 ; T 2S ; R 1W

PERMIT DESCRIPTION : Well Permit - Individual

PHYSICAL ADDRESS/LOCATION OF WELL : 9154 Lilac Lane Cherry Valley, CA 92223-

OWNER : Sylvia Kohler  
9154 Lilac Lane  
Cherry Valley CA 92223-

DRILLER : John A Vickery  
COUNTY REGISTRATION # : PI00001098  
PHONE # : (760) 403-8810

Note: It is the owner's responsibility to verify that a Driller's C-57 license is current with the California Contractors State Licensing Board.

Rpt. 5556, ver: 06/15

Distribution: Environmental Health ; Owner; Well Driller; Consultant



County of Riverside  
DEPARTMENT OF ENVIRONMENTAL HEALTH  
www.rivcoeh.org

Well Drilling Permit

WP# : WP0030804

ALL ELECTRICAL, PLUMBING, MECHANICAL, AND STRUCTURAL REPAIRS AND INSTALLATIONS SHALL BE DONE UNDER PERMIT FROM RIVERSIDE COUNTY DEPT. OF BUILDING AND SAFETY.

Approved Date : 08/16/2022

Expiration Date : 08/16/2023

Fee : \$ 549.00  
(Non-Refundable)

This permit is granted on condition that the person named in the permit will comply with the laws, ordinances and regulations that are now or may hereafter be in force. (This is not a permit to operate a water system.)

APN: 401-190-002 Sec 23 ; T 2S ; R 1W

PERMIT DESCRIPTION : Well Permit - Individual

PHYSICAL ADDRESS/LOCATION OF WELL : 9154 Lilac Lane Cherry Valley, CA 92223-

OWNER : Sylvia Kohler  
9154 Lilac Lane  
Cherry Valley CA 92223-

DRILLER : John A Vickery  
COUNTY REGISTRATION # : PI00001098  
PHONE # : (760) 403-8810

Note: It is the owner's responsibility to verify that a Driller's C-57 license is current with the California Contractors State Licensing Board.

Rpt. 5556, ver: 06/15

Distribution: Environmental Health ; Owner; Well Driller; Consultant

Could not find Riv Co Registration No. Pl?



County of Riverside DEPARTMENT OF ENVIRONMENTAL HEALTH

4769 RH#7301

www.rlvcoeh.org WATER WELL APPLICATION

OFFICE USE ONLY

WP: 0030804/ Expiration:

WATER WELL DESIGN

TYPE OF WORK: [X] New [ ] Reconstruction [ ] Destruction Describe reconstruction or destruction method on the lines below. Method: Rotary/Air TYPE OF WELL: [X] Individual [ ] Agricultural [ ] Community [ ] Other: Type of Rlg: D-25 Drilled

ANNULAR SEAL: Depth (ft) 25', Borehole Diam. (In) 10", Conductor Diam. (in) 10", Annular Thickness (In) 1.88", Sealing Material gravel/concrete 10 sacks slurry mix DEPTH OF WELL: Proposed (ft) 400', Existing (ft) N/A Diameter of Bore (In) 10" WELL CASING: [X] Steel [ ] PVC [ ] Other: From (ft.) 0 To (ft.) 400' Dia. (In.) 6" Wall (Gage) 188 GRAVEL PACK: [ ] Yes [ ] No From 0 to 375' ft.

Wellhead GPS Coordinates (Decimals): Latitude 33° 59' 40.4" N Longitude (-) 116° 52' 09.8" W

PROPERTY INFORMATION: Township/Range/Section Cherry Valley Lot Size 6.87 Acres APN 401-120-002 Street Address 9154 Hilad Ln City Cherry Valley Zip Code 92223 PROPERTY OWNER: Name Sylvia Kohler Mailing Address 9154 Hilad Ln City Cherry Valley State CA Zip Code 92223 Phone 909-213-9525 E-mail WELL DRILLER: Name John A. Vidrey Riv Co Registration No. Pl 1078 C-57 License No. 1090809 Phone 760-403-8810 E-mail trouble195815@gmail.com

I have read the entire application and agree to comply with all laws regulating the type of work being performed. Driller's Signature: [Signature] Date: 7-24-22

I declare under penalty of perjury under the laws of the State of California that the information furnished as part of this application is true and correct. I also understand that I am legally obligated to obey all requirements of state law and Riverside County Ordinances in connection with the approval of this application. Property Owner's Signature: Sylvia Kohler Date: 7-24-22

PROJECT STATUS: [X] Approved [ ] Denied Notify the Department 48 hours in advance to make an inspection of the following operations: [ ] Prior to sealing of the annular space or filling of the conductor casing; [ ] After installation of the surface protective slab and pumping equipment; [ ] During destruction of wells, prior to pouring the sealing material. [ ] Other: Submit to the Department within sixty (60) days after completion of work, a copy of Water Well Driller's Report (DWR 188). Note: Properties located within an Adjudicated Basin or within Water District boundaries may be subject to restriction or usage as determined by the Water Master or District agreements. REHS Signature: [Signature] Date: 8/5/22

DISCLAIMER: It is the responsibility of the applicant to ensure that their project conforms with all applicable rules and regulations included but not limited any conditions set forth by the Regional Water Quality Control Board (RWQCB). RWQCB Contact Information: Colorado RWQCB - (760) 346-7491 San Diego RWQCB - (619) 516-1990 Santa Ana RWQCB - (951) 782-4130

For our office locations call us at (888) 722-4234 or visit our website at www.rlvcoeh.org

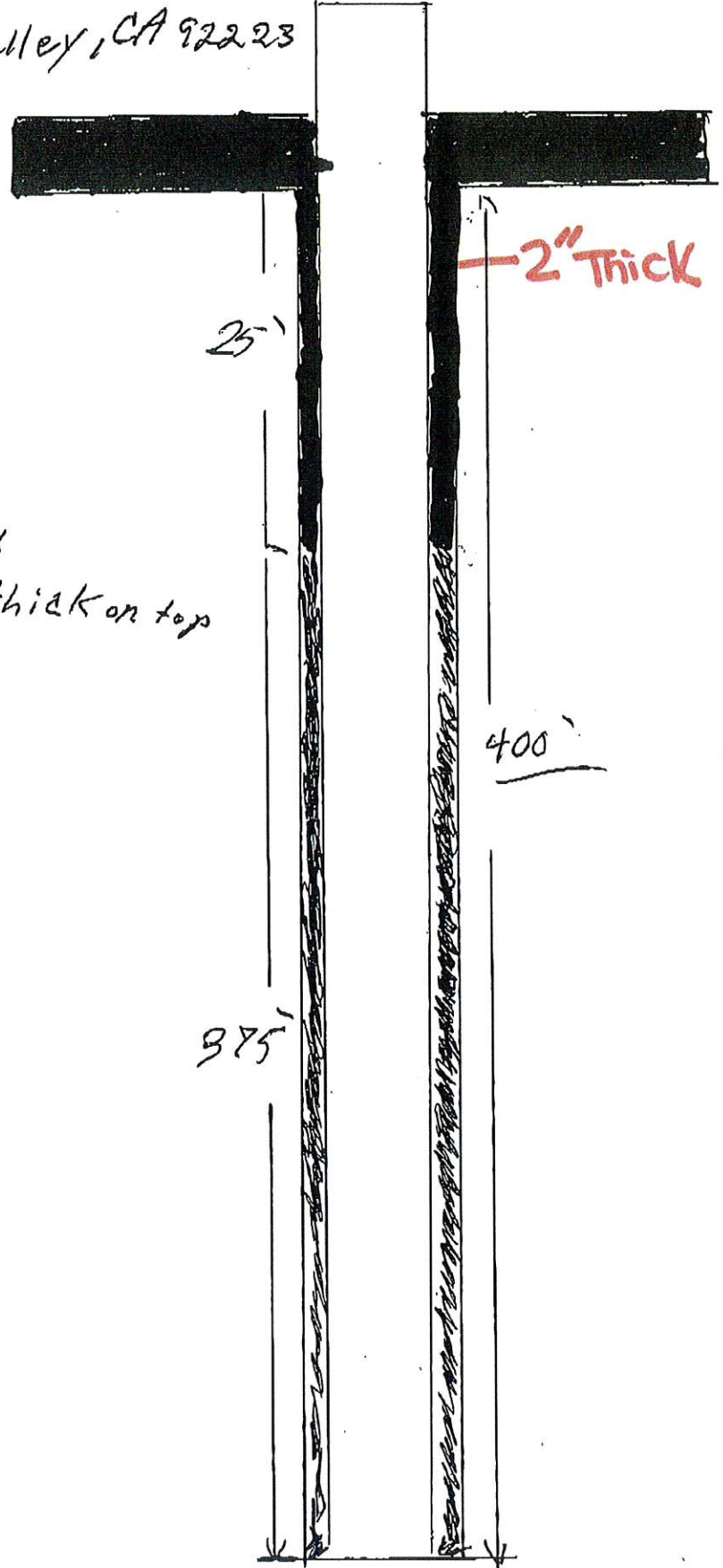
9154 Lilac Ln  
Cherry Valley, CA 92223

{ Drilling Method:  
Rotary Air }

gravel pack up to 375'

25' seal-10-sack slurry mix

6' x 6' concrete seal 6" thick on top





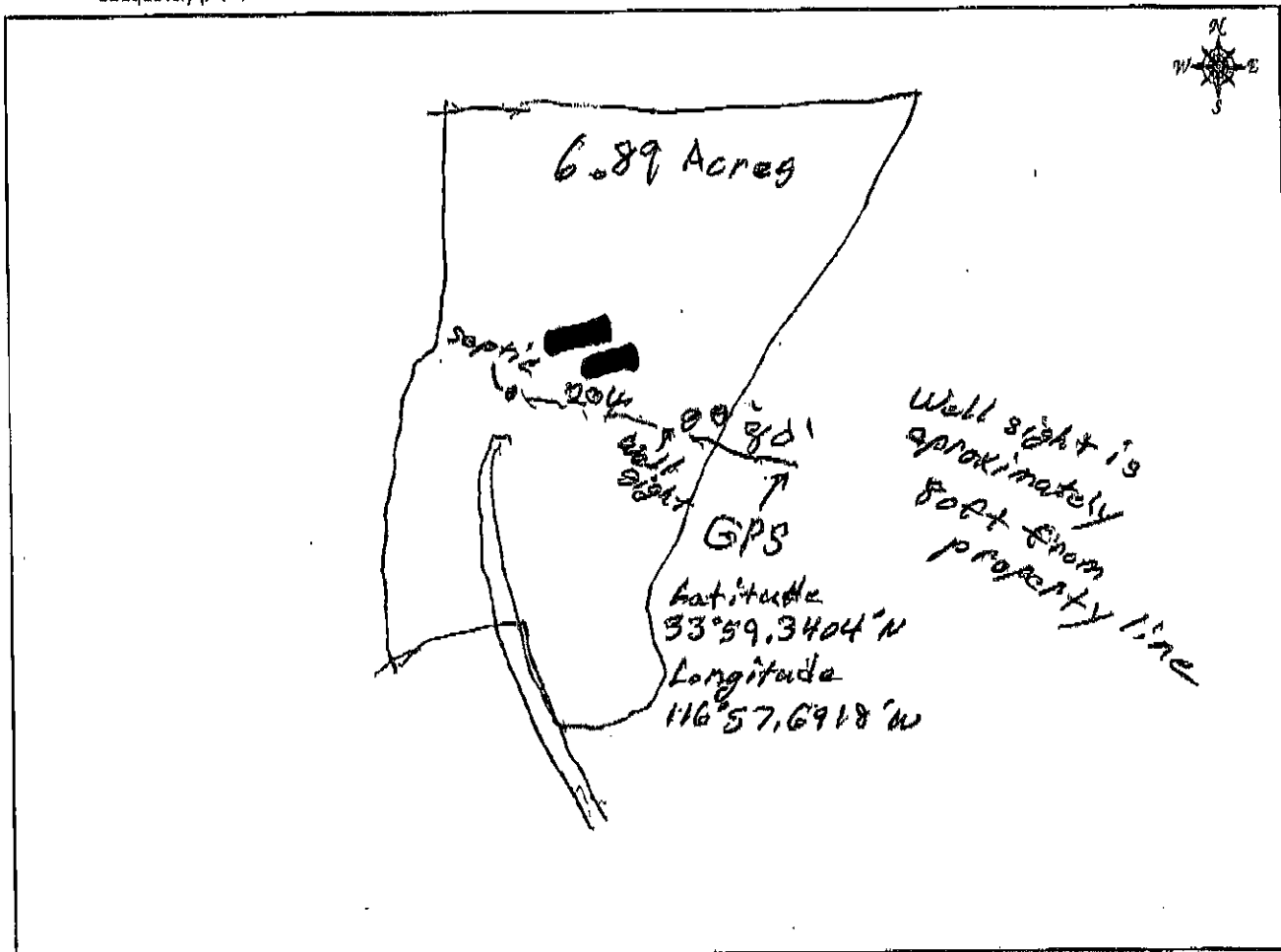
# County of Riverside DEPARTMENT OF ENVIRONMENTAL HEALTH

www.rivcoeh.org

## PLOT PLAN

The following information must be shown on this Plot Plan in order to process this permit application.

1. The plot plan below shall show the proposed well location with respect to the following items with a radius of five hundred feet (500') from the well:
  - a. Property lines, including ownership
  - b. Sewage or waste disposal systems, including reserved waste disposal expansion areas, or works for carrying or containing sewage or waste
  - c. Location of underground storage tank(s)
  - d. All intermittent or perennial, natural, or artificial bodies of water or watercourses
  - e. The approximate drainage pattern of the property
  - f. Other wells, including abandoned wells  
Note: All abandoned wells on this property must be properly destroyed before a new well permit will be issued.
  - g. Access road(s) to the well site
  - h. Structures - Proposed use and all plumbing fixtures
2. Location of the property on a vicinity map
3. Legal description of property including Assessor's Parcel Number
4. Location and classification of any potential sources of contamination within two thousand feet (2000') of the proposed well such as solid, liquid, or hazardous waste disposal sites or municipal and individual package sewage treatment plants.
5. Animal corrals and pens
6. Other information that has been requested by the Department of Environmental Health to determine if the groundwaters will be adequately protected



For our office locations call us at (888) 722-4234 or visit our website at [www.rivcoeh.org](http://www.rivcoeh.org)



# County of Riverside DEPARTMENT OF ENVIRONMENTAL HEALTH

www.rivcoeh.org

## STORMWATER & DISCHARGE MANAGEMENT PLAN FOR WATER WELLS

Well APN 9021-401190002

### WELL SITE ASSESSMENT

- |   |   |  |
|---|---|--|
| 2. Are there any watercourses or water bodies within 50 feet of the limits of soil disturbance? | YES <input type="checkbox"/>            | NO <input checked="" type="checkbox"/> |
| 2. Are there locations onsite where runoff may enter storm drains and/or receiving waters?      | YES <input type="checkbox"/>            | NO <input checked="" type="checkbox"/> |
| 3. Is grading required to access site or install well?  | YES <input type="checkbox"/>            | NO <input checked="" type="checkbox"/> |
| 4. Does the project conform with the local grading ordinance?                                   | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/>            |
| 5. Will drilling additives be used to drill the well?   | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/>            |
| 6. Will the driller be using the Best Management Practices per the appropriate Regional Board?  | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/>            |

### BEST MANAGEMENT PRACTICES

The goal of stormwater and discharge control management planning while drilling and installing wells is to reduce pollution to the maximum extent practicable using Best Management Practices (BMPs). Construction related materials, sediments, chemical residues such as drilling foam, wastes and spills must be retained within the property boundaries to eliminate transport from the site to nearby streets, drainage courses, receiving water and adjacent properties. It is the responsibility of the property owner and the contractor to determine which BMPs will be used in order to ensure that all contaminants are retained on-site.

Examples of BMPs to contain well installation run-off include, but are not limited to, installation of a sediment basin to contain run-off, using geotextile fabric to contain sediments and drilling mud or eliminating the use of drilling foam. Please review the appropriate guidelines from the governing Regional Water Quality Control Board.

Colorado RWQCB (760) 346-7491

Santa Ana RWQCB (619) 516-1990

San Diego RWQCB (951) 782-4130 - Additional information on BMPs is available at [www.projectcleanwater.org](http://www.projectcleanwater.org)

Riverside County also provides guidance at <https://rcwatershed.org/programs/>

### CERTIFICATION

- I am aware that it is my responsibility to comply with any and all regulations related to this well permit including applicable requirements of the appropriate RWQCB.
- BMPs will be implemented so that water quality is not negatively impacted by well construction activities
- I am aware that the BMPs must be installed, maintained, monitored, and revised as necessary so they are effective.
- Riverside County Department of Environmental Health Staff (DEH) and personnel from other regulatory agencies are authorized to enter my property at any time for the purposes associated with this well permit until such time as the well is completed to the satisfaction of DEH.
- Should DEH staff determine during the field review that the well installation procedures contradict the well permit application or that BMPs are not being followed, the well drilling permit may be suspended or revoked.

### SIGNATURES

CONTRACTOR

John Kelly

DATE

8-4-22

PROPERTY OWNER

John Kelly

DATE

8-4-22

For our office locations call us at (888) 722-4234 or visit our website at [www.rivcoeh.org](http://www.rivcoeh.org)



DEPARTMENT OF ENVIRONMENTAL HEALTH

Land Use & Water Resources

Well Drilling / Destruction Permit
Inspection Findings

Well Permit No.: \_\_\_\_\_

Date: \_\_\_\_\_

Permit Type:

- Individual, Community, Agricultural, Destruction, Industrial, Monitoring, Cathodic, Horizontal, Industrial, Other

Pre Site Inspection:

Site Plan Correct, Date, Arrival Time, Inspector, Departure Time

Annular Seal Inspection:

Date, Arrival Time, Inspector, Departure Time

- Seal Depth, Total depth of well if known, Annular Seal Thickness, Community Well Annular Seal Thickness

Seal Placement:

- Tremie Pipe - Pumped, Tremie Pipe - Poured, Use of Hollow Stem Auger for Seal Placement, Pour & Hydrate Bentonite chips

Seal Material:

- Bentonite Chips, Cement / Bentonite Grout, 6 Sack Cement ? Aggregate Mix, Bentonite Grout, 10 Sack Cement / Sand Mix, Other

Surface Features Inspection:

Date, Arrival Time, Inspector, Departure Time

- Well Cap - Watertight, Check Valve Present, Vent Screened, Sample Tap - Location OK, Flowmeter, Traffic Box (monitoring), Bacti Sample Collected, Bacti Re-sample, CI 2 Residual, Chemical Sample Collected, Chemical Re-sample, Community Wells: Well Sample Results Submitted, Surface Feature Inspection Completed

Destruction Inspection:

Date, Arrival Time, Inspector, Departure Time

Destruction Method as Described on Application:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Comments:



# Fidelity National Title

---

301 E. Vanderbilt Way Suite 400, San Bernardino, CA 92408 Telephone:(909) 890-0601 Fax:(909) 890-3621

---

**Prepared For:**

**SOPHIE  
C-21 LOIS LAUER  
34324 YUCAIPA BLVD  
YUCAIPA, CA**

**Property Address: 9154 Lilac Ln  
Beaumont, CA 92223-3847**

**Assessor's Parcel #: 401-190-002**

**Sales Representative: Scott Harris**

**This Report Includes:**

- Property Profile**
- Comparable Sales**
- Map**
- Nearby Property Owner List**
- Plat Map**

*This title information has been furnished without charge by Fidelity National Title Insurance in conformance with rules established by the California Insurance Commissioner who urges you to shop for the best service available and compare charges and fees for Title Insurance, Escrow and other services associated with the purchase or sale of a home. This information is provided as a courtesy only and Fidelity National Title Insurance is not responsible for any errors, whether or not caused by Fidelity National Title Insurance negligence. If you require protection against errors, you must obtain a Title Policy.*



# Property Profile

## Ownership Information

Primary Owner : Danny E and Sylvia Kohler  
Secondary Owner :  
Ownership Code : Joint Tenants  
Mailing Address : 9154 Lilac Ln  
Beaumont, CA 92223-3847  
Site Address : 9154 Lilac Ln  
Beaumont 92223-3847  
Telephone Number :  
Assessors Parcel Number : 401-190-002  
Census Tract : 06065-0000.00-0  
Map Page - Grid 1 : 141 D5                      Map Page - Grid 2 : 691 A2  
Legal Description : 6.70 ACRES IN POR NW 1/4 OF SEC 22 T2S R  
RTSQ :  
House Tract :                                      Block :                                      Lot :

## Property Characteristics

Use Code Description : Single Family Residence                      Bedrooms : 3  
Zoning : R1    Bathrooms : 3.0  
Number of Units : 1    Total Rooms :  
Year Built : 1948    Parking :  
Lot Size : 291,852 sqft / 6.700 acres    View :  
Square Feet : 2,806    Pool :  
Fireplace : Yes

## Sale and Loan Information

Last Sale Date : 01/01/89    Lender :  
Document No. : 0000021374    First Loan Amount :  
Sale Amount : \$ 361,000    First Loan Type : N / A  
Last Trans Date W/O \$ :    Second Loan Amount :  
Last Doc NoW/O \$ :    Cost per Square Foot : \$ 128.65

## Assessment and Tax Information

Assessed Total : \$ 275,000    Tax Amount : \$ 3,079.36  
Land Total : \$ 90,008    Tax Status : Current  
Improvement : \$ 184,993    Year Deliquent :  
Percent Improved : 67 %    Tax Rate Area : 056014  
Exemption : Homeowner

PAYMENTS AS OF 01/30/1999

APN: 401-190-002-1

CUSTOMER SERVICE REQUEST ONLY

TRA: 056014 - COUNTY OF RIVERSIDE

DATE OF ACQ: 01/1989 DOC #: 0021374

LEGAL: 6.70 ACRES IN POR NW 1/4 OF SEC 22 T2S R1W FOR TOTAL DESCRIPTION SEE A

SSESSORS MAPS

SITUS: 9154 LILAC LN

MAIL: 9154 LILAC LN BEAUMONT CA 92223

ASSESSED OWNER(S)	1ST HALF	2ND HALF
KOHLER DANNY EUGENE	STATUS ** PAID **	OPEN
KOHLER SYLVIA YOUNGBER	PAYMENT DATE 12/10/1998	
	TOTAL TAX	3,100.80
	TAX INSTALL 1,550.40	1,550.40
	PENALTY 155.04	165.04
	BALANCE DUE .00	1,550.40
	*** TOTAL TAXES DUE ***	1,550.40

BILL: 000257369

\*\*\* SPECIAL ASSESSMENTS INCLUDED IN TAX AMOUNTS \*\*\*

FUND	TYPE	AMOUNT	DESCRIPTION
68-1377	FLOOD CONT	5.40	NPDES - SANTA ANA

\*\*\* VALUES AND EXEMPTIONS \*\*\*

LAND	90,000	IMP	185,000	HOEX	7,000	*NET*	268,000
------	--------	-----	---------	------	-------	-------	---------

\*\*\* ADDITIONAL PROPERTY INFORMATION \*\*\*

TAX CODE: 000 USE CODE: R1 VESTING: JT PUI CODE: R01 ACREAGE: 6.00  
 STAMP AMOUNT: 397.10 F

\*\*END OF REPORT\*\*

RECORDING REQUESTED BY

Continental Land Title Co.

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO

NAME DANNY EUGENE KOHLER  
SYLVIA YOUNGBERG KOHLER  
9154 LILAC LANE  
CHERRY VALLEY, CALIFORNIA

STREET ADDRESS  
CITY, STATE ZIP

21374

21374  
PAID  
Doc. Transfer Tax  
WILLIAM E. GIBNEY  
Rt. Co. Recorder  
RECEIVED FOR RECORD  
AT 12:07 CLOX A.M.

JAN 23 1989  
Recorded in Official Records  
of Riverside County, California  
William E. Gibney  
Recorder  
Fees \$ 7

SURVEYORS  
Mortgage Fund  
\$10.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

///

401	190	001	ALL PIN
-----	-----	-----	------------

Title Order No. \_\_\_\_\_  
Escrow or Loan No. 889702-C

### GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)  
DOCUMENTARY TRANSFER TAX is \$ 397.10 CITY TAX \$ \_\_\_\_\_  
 computed on full value of property conveyed, or  
 computed on full value less value of liens or encumbrances remaining at time of sale,  
XXX Unincorporated area:  City of \_\_\_\_\_ and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

LOUIS J. GALEN,  
A MARRIED MAN

hereby GRANT(S) to

DANNY EUGENE KOHLER AND SYLVIA YOUNGBERG KOHLER,  
HUSBAND AND WIFE AS JOINT TENANTS

the following described real property in the

County of RIVERSIDE State of California:

LEGAL DESCRIPTION OF SUBJECT PROPERTY ATTACHED HERETO AND MADE A  
PART HEREOF AS PER EXHIBIT 'A'

112621-05

Dated DECEMBER 5, 1988

*Louis J. Galen*  
LOUIS J. GALEN

STATE OF CALIFORNIA } ss  
COUNTY OF Riverside }

On December 27, 1988 before me, the

undersigned, a Notary Public in and for said State, personally appeared

*Louis J. Galen*

\_\_\_\_\_ personally

known to me to be the person \_\_\_\_\_ whose name *is*

subscribed to the within instrument and acknowledged that

*he* executed the same

WITNESS my hand and official seal of

Signature *Marian E. Torres*



(This area for official notarial seal)

TT-100 (Rev. 10/87)

MAIL TAX STATEMENTS AS DIRECTED ABOVE.

21374

### Exhibit "A"

PARCEL NO. 1:

LOT 2 IN BLOCK 8 OF LA MESA MIRAVILLA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 79 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL NO. 2:

THAT PORTION OF LOT 1 IN BLOCK 8 OF LA MESA MIRAVILLA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 79 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTHERLY LINE OF LOT 1, DISTANT 134.50 FEET EASTERLY FROM THE NORTHWEST CORNER THEREOF; THENCE SOUTHEASTERLY IN A DIRECT LINE TO A POINT IN THE EASTERLY LINE OF SAID LOT, DISTANT 61.00 FEET SOUTHERLY FROM THE NORTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG SAID EASTERLY LINE TO THE NORTHEASTERLY CORNER OF SAID LOT; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT, TO THE POINT OF BEGINNING.

PARCEL NO. 3:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, IN BLOCK 8 OF LA MESA MIRAVILLE, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 79 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 26°21'00" EAST, 111.60 FEET; THENCE NORTH 59°21'00" EAST 187.80 FEET; THENCE NORTH 26°45'00" EAST, 367.00 FEET TO A POINT ON THE NORTH LINE OF SECTION 23, THE LAST 3 COURSES AND DISTANCES FOLLOW ALONG THE NORTHWESTERLY LINE OF SAID LOT 2; THENCE NORTH 89°29'00" WEST, ALONG THE NORTH LINE OF SAID SECTION, 55.77 FEET; THENCE SOUTH 26°48'00" WEST, 327.67 FEET; THENCE SOUTH 59°21'00" WEST, 188.01 FEET; THENCE SOUTH 26°21'00" WEST, 140.89 FEET; THENCE SOUTH 79°48'00" EAST, 52.02 FEET TO THE POINT OF BEGINNING.

Recording Requested By  
Loan Number: 2438168 - Rivers Title Co.

012266

RECEIVED FOR RECORD  
AT 2:00PM

After Recording Mail To:  
GN MORTGAGE  
ATTN: DOCUMENT CONTROL DEPARTMENT  
P.O. BOX 23929  
MILWAUKEE, WI 53223-0929

JAN 18 1998

Recorded in Official Records  
of Riverside County, California

Recorder  
Fees \$ 33

[Space Above This Line For Recording Data]

DEED OF TRUST

(T) 33/19  
rk

THIS DEED OF TRUST ("Security Instrument") is made on JANUARY 6, 1998  
The trustor is DANNY EUGENE KOHLER AND SYLVIA YOUNGBERG KOHLER, HUSBAND AND WIFE ("Borrower")

The trustee is GN MORTGAGE CORPORATION, A CALIFORNIA CORPORATION ("Trustee")

The beneficiary is GN MORTGAGE CORPORATION, A WISCONSIN CORPORATION, which is organized and existing under the laws of STATE OF WISCONSIN, and whose address is 21731 VENTURA BLVD. SUITE 200 WOODLAND HILLS, CALIFORNIA 91364 ("Lender").

Borrower owes Lender the principal sum of Two Hundred Fifty Thousand and 00/100 Dollars (U.S. \$ 250,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FEBRUARY 1, 2028.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in RIVERSIDE County, California:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE APART HEREOF

APN 401-180-002-1

417730

which has the address of R154 LILAC LANE (Street) CHERRY VALLEY (AREA) (City)  
California 92223 (Zip Code) (Property Address);

CALIFORNIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3005 9/90 (page 1 of 7 pages)  
GPS Form G000002

Number: 2438188

28. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security instrument.

(Check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify] OCCUPANCY RIDER
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_ Danny Eugene Kohler (Seal)  
DANNY EUGENE KOHLER -Borrower

\_\_\_\_\_ Sylvia Youngberg Kohler (Seal)  
SYLVIA YOUNGBERG KOHLER -Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

(Space Below This Line For Acknowledgement)

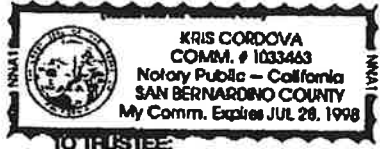
State of California,

San Bernardino, County ss:

On this January 8, 1998 day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared Danny Eugene Kohler and Sylvia Youngberg Kohler personally known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Signature Kris Cordova  
Kris Cordova



My commission expires: July 28, 1998

REQUEST FOR RECONVEYANCE

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated: \_\_\_\_\_

**OCCUPANCY RIDER**

THIS OCCUPANCY RIDER is made **JANUARY 6, 1986** and is incorporated into and amends and supplements the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's note to **GN MORTGAGE CORPORATION, A WISCONSIN CORPORATION** (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at

**PROPERTY ADDRESS:  
9154 LILAC LANE  
CHERRY VALLEY (AREA), CALIFORNIA 92223-**

**OCCUPANCY AGREEMENTS**

In addition to the covenants and agreements made in the Security Instrument, Borrower further covenants and agrees as follows:

1. Borrower acknowledges that the Lender does not desire to make a loan to Borrower secured by this property on the terms contained in the Note unless the property is to be occupied by Borrower as Borrower's primary residence. Lender makes non-primary residence loans on different terms.
2. The Borrower desires Lender to make this loan to Borrower.
3. Borrower promises and assures Lender that Borrower intends to occupy this property as Borrower's primary residence and that Borrower will so occupy this property as its sole primary residence within sixty (60) days after the date of the Security Instrument.
4. If Borrower breaches this promise to occupy the property as Borrower's primary residence, then Lender may invoke any of the following remedies, in addition to the remedies provided in the Security Instrument:
  - A. Power of Sale;
  - B. Decrease the term of the loan and adjust the monthly payments under the Note accordingly;
  - C. Increase the interest rate and adjust the monthly payments under the Note accordingly;
  - D. Require that the principal balance be reduced to 80% of the lesser of the original purchase price or the appraised value.

**CONFLICTING PROVISIONS**

Borrower agrees that if the provisions of this Rider conflict with the printed terms in the Security Instrument and/or the Note, then the provisions of this Rider will control.

**TERMINATION OF AGREEMENT**

The provisions of this Rider shall terminate and end upon the sale and purchase of the Note secured by this property to the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation. If the Security Instrument is assigned to another lender, this Rider may, at the option of the assignee, be terminated.

IN WITNESS WHEREOF, Borrower has executed this Occupancy Rider.

  
DANNY EUGENE KOHLER  
  
SYLVIA YOUNGBERG KOHLER

\_\_\_\_\_ Borrower

\_\_\_\_\_ Borrower

STATE OF CALIFORNIA

)  
) ss.  
)

COUNTY OF *San Bernardino*

I, the undersigned Notary Public in and for the aforesaid State and County do hereby certify that DANNY EUGENE KOHLER and SYLVIA YOUNGBERG KOHLER, Borrowers, personally appeared before me in said County and acknowledged the within instrument to be their act and deed. Given under my hand and seal this *8th* day of *January, 1998*

My commissions expires: *July 28, 1998*

*[Signature]*  
\_\_\_\_\_  
Notary Public



EXHIBIT "A"

PARCEL NO. 1:

Lot 2 in Block 8 of La Mesa Miravilla, in the County of Riverside, State of California, as per Map recorded in Book 6, Page 79 of Maps, in the Office of the County Recorder of said County.

PARCEL NO. 2:

That portion of Lot 1 in Block 8 of La Mesa Miravilla, in the County of Riverside, State of California, as per Map recorded in Book 6, Page 79 of Maps, in the Office of the County Recorder of said County, described as follows: Beginning at a point in the Northerly line of Lot 1, distant 134.50 feet Easterly from the Northwest corner thereof; thence Southeastarily in a direct line to a point in the Easterly line of said Lot, distant 61.00 feet Southerly from the Northeast corner thereof; thence Northerly along said Easterly line to the Northeastarily corner of said lot; thence Westerly along the Northerly line of said lot, to the point of beginning.

PARCEL NO. 3:

All that portion of the Northwest 1/4 of Section 23, Township 2 South, Range 1 West, San Bernardino Meridian, as shown by United States Government Survey, in the County of Riverside, State of California, particularly described as follows: Beginning at the Southwest corner of Lot 2, in Block 8 of La Mesa Miravilla, as shown by Map on file in Book 6, Page 79 of Maps, records of Riverside County, California; thence North 26 degrees 21' 00" East, 111.60 feet; thence North 59 degrees 21' 00" East 187.80 feet; thence North 26 degrees 45' 00" East, 367.00 feet to a point on the North line of Section 23, the last 3 courses and distances follow along the Northwestarily line of said Lot 2; thence North 89 degrees 29' 00" West, along the North line of said Section, 55.77 feet; thence South 26 degrees 48' 00" West, 327.67 feet; thence South 59 degrees 21' 00" West, 188.01 feet; thence South 26 degrees 21' 00" West, 140.89 feet; thence South 79 degrees 48' 00" East, 52.02 feet to the point of beginning.

# Sales Comparables

## Market Analysis

The following analysis was based on the 3 sales closest to 9154 LILAC LN. All of the properties are located within Parcel Book 401. The Sales Comparables search was further refined using the following constraints : all of the sales occurred between 02/09/98 and 02/04/99, the square footage ranged from 2,525 to 3,087 square feet, there were 2 to 4 bedrooms, there were 2.0 to 4.0 bathrooms.

Please contact your Title Representative--SCOTT HARRIS--for more information.

	Low	Average	High
Sale Price :	\$229,000	\$238,000	\$252,500
Loan Amount :	\$100,000	\$140,316	\$171,450
Square Footage :	2,760	2,876	3,046
Number of Bedrooms :	3	3	4
Number of Bathrooms :	2.5	2.6	3.0
Year Built :	1980	1983	1990
Lot Size :	39,204	48,787	67,518

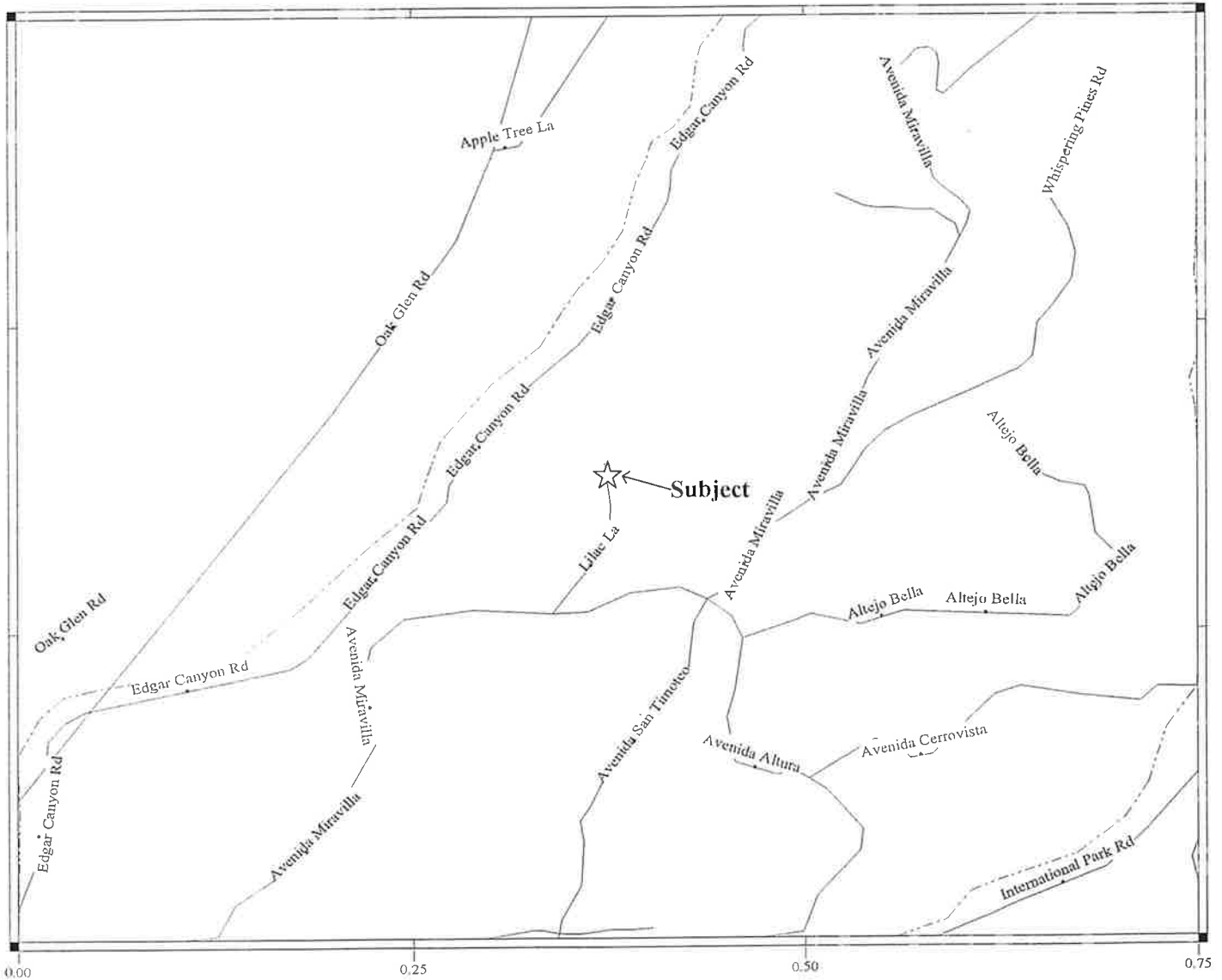
## Subject Property

Kohler, Danny & Sylvia 9154 Lilac Ln Beaumont 92223 APN : 401-190-002 Legal : 6.70 ACRES IN POR NW 1/4 OF SEC 22 T2S R	Sale Date : 01/01/89 Amount : \$ 361,000 Cost/SqFt : \$ 128.65 Use Code : Single Family Residence	Lot Size : 291,852 sqft / 6.700 acres Bed/Bath : 3 / 3.0 Sq Ft : 2,806 Year Built : 1948 Units : 1 Pool :
--	--	--

## Comparables

- |   |   |   |
|---|---|---|
| <b>1 :</b><br>Griffin, Robert & Darlene<br>39244 Oak View Ln<br>Beaumont 92223<br>APN : 401-271-008 | Sale Date : 08/14/98<br>Amount : \$ 232,500 F<br>Cost/SqFt : \$ 84.24<br>Use Code : Single Family Residence | Lot Size : 67,518 sqft / 1.550 acres<br>Bed/Bath : 3 / 3.0<br>Sq Ft : 2,760<br>Yr Blt : 1990<br>Units : 1<br>Pool :     |
| <b>2 :</b><br>Jones, Robert & Yo-Ling<br>39406 Cherry Oak Rd<br>Beaumont 92223<br>APN : 401-283-003 | Sale Date : 11/25/98<br>Amount : \$ 252,500 F<br>Cost/SqFt : \$ 82.90<br>Use Code : Single Family Residence | Lot Size : 39,639 sqft / 0.910 acres<br>Bed/Bath : 4 / 2.5<br>Sq Ft : 3,046<br>Yr Blt : 1980<br>Units : 1<br>Pool : Yes |
| <b>3 :</b><br>Stout, Edward & Kathryn<br>9331 Oak Creek Rd<br>Beaumont 92223<br>APN : 401-282-005   | Sale Date : 05/19/98<br>Amount : \$ 229,000 F<br>Cost/SqFt : \$ 81.09<br>Use Code : Single Family Residence | Lot Size : 39,204 sqft / 0.900 acres<br>Bed/Bath : 4 / 2.5<br>Sq Ft : 2,824<br>Yr Blt : 1981<br>Units : 1<br>Pool :     |

# Sales Comparables



●	Comps
⦿	School
⚡	Hospital
⛪	Church
🛒	Shopping
🚒	Fire
📖	Library
👮	Police
Zoom = 0.83 mi	

Provided  
 by  
**Fidelity National Title**

Thu Feb 04 10:03:27 1999, Order #: 125935

# Nearby Property Owners

## Gary D and D Holmwig

9221 Lilac Ln Beaumont 92223

APN : 401-090-001

Sale Date : 05/09/97      Use Code : R1  
 Amount : \$ 155,000 F      Year Built : 1948  
 Sq Ft : 1,355      Lot Size : 134,600 / 3.090  
 Cost/SqFt : \$ 114.39      Bed/Bath : 4 / 1.0  
 Pool :

## Lyle L and Margaret Millage

9107 Avenida Miravilla Beaumont 92223

APN : 401-190-006

Phone : (909) 845-4726

Sale Date : 02/01/70      Use Code : R1  
 Amount :      Year Built : 1941  
 Sq Ft : 2,420      Lot Size : 69,696 / 1.600 acres  
 Cost/SqFt : \$ 0.00      Bed/Bath : 4 / 3.0  
 Pool :

## James H and Alicia Higbee

9228 Lilac Ln Beaumont 92223

APN : 401-190-003

Phone : (909) 845-2765

Sale Date : 02/01/72      Use Code : R1  
 Amount :      Year Built : 1928  
 Sq Ft : 1,028      Lot Size : 161,172 / 3.700  
 Cost/SqFt : \$ 0.00      Bed/Bath : 1 / 1.0  
 Pool :

## Martin C and Donna Dusold

9100 Avenida Miravilla Beaumont 92223

APN : 401-190-007

Sale Date : 01/01/75      Use Code : R1  
 Amount : \$ 48,000      Year Built : 1948  
 Sq Ft : 1,663      Lot Size : 111,078 / 2.550  
 Cost/SqFt : \$ 28.86      Bed/Bath : 2 / 1.7  
 Pool :

## Andrew H and Emma Koivisto

9231 Lilac Ln Beaumont 92223

APN : 401-090-002

Sale Date : 11/05/97      Use Code : R1  
 Amount : \$ 55,000 F      Year Built : 1965  
 Sq Ft :      Lot Size : 43,560 / 1.000 acres  
 Cost/SqFt :      Bed/Bath : 0 / 0.0  
 Pool :

## Alfons O and Joann Luebs

9011 Whispering Pines Rd Beaumont 92223

APN : 401-190-008

Sale Date : 03/01/90      Use Code : R1  
 Amount : \$ 66,500 F      Year Built : 1992  
 Sq Ft : 5,342      Lot Size : 43,560 / 1.000 acres  
 Cost/SqFt : \$ 12.45      Bed/Bath : 4 / 4.0  
 Pool :

## Michael J and Reynolds Lysak

9237 Lilac Ln Beaumont 92223

APN : 401-090-003

Sale Date : 03/31/97      Use Code : R1  
 Amount : \$ 93,000 F      Year Built : 1948  
 Sq Ft : 956      Lot Size : 40,075 / 0.920 acres  
 Cost/SqFt : \$ 97.28      Bed/Bath : 1 / 0.7  
 Pool :

## Alvan H and Nonie Fisher

APN : 401-190-009

Sale Date : 11/01/86      Use Code : YR  
 Amount :      Year Built :  
 Sq Ft :      Lot Size : 16,117 / 0.370 acres  
 Cost/SqFt :      Bed/Bath : 0 / 0.0  
 Pool :

## Claude E and Lillian King

9239 Lilac Ln Beaumont 92223

APN : 401-090-004

Phone : (909) 845-7240

Sale Date : 01/01/87      Use Code : R1  
 Amount :      Year Built : 1967  
 Sq Ft : 1,428      Lot Size : 102,801 / 2.360  
 Cost/SqFt : \$ 0.00      Bed/Bath : 3 / 1.7  
 Pool :

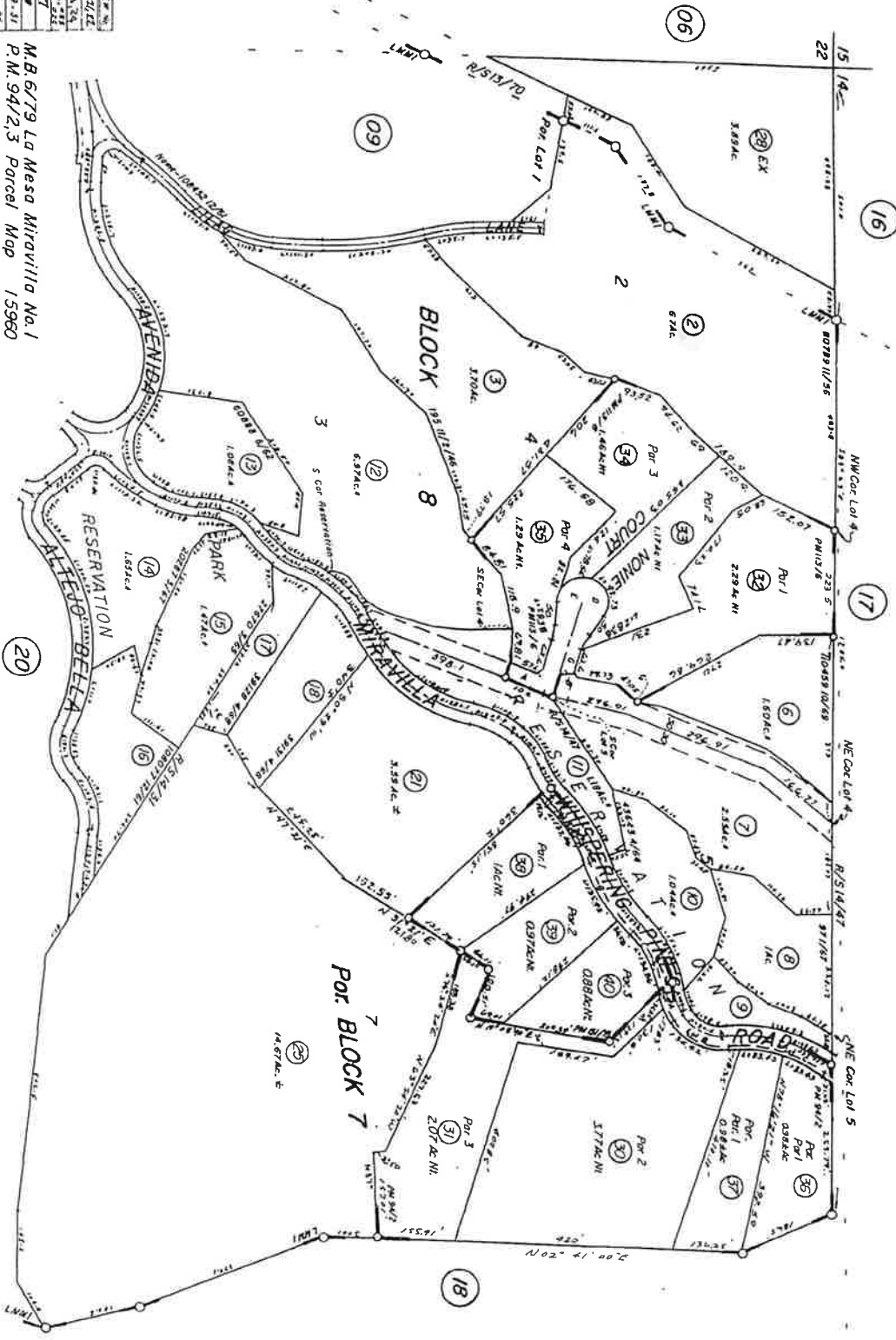
## David T and Angela Dyjack

9089 Whispering Pines Rd Beaumont 92223

APN : 401-190-010

Phone : (909) 769-9302

Sale Date : 04/06/93      Use Code : R1  
 Amount : \$ 200,000 F      Year Built : 1948  
 Sq Ft : 1,725      Lot Size : 45,302 / 1.040 acres  
 Cost/SqFt : \$ 115.94      Bed/Bath : 3 / 2.0  
 Pool : Yes



DATE	OLD No.	NEW No.
1/17/72	79	20452/42
11/17/78	23	33,336
11/17/78	24	33,336
11/17/78	25	33,336
11/17/78	26	33,336
11/17/78	27	33,336
11/17/78	28	33,336
11/17/78	29	33,336
11/17/78	30	33,336
11/17/78	31	33,336
11/17/78	32	33,336
11/17/78	33	33,336
11/17/78	34	33,336
11/17/78	35	33,336
11/17/78	36	33,336
11/17/78	37	33,336
11/17/78	38	33,336
11/17/78	39	33,336

M.B. 6/79 La Mesa Miravilla No. 1  
 P.M. 94/2,3 Parcel Map 15960  
 DATA-R/S 9/96, 13/70, 14/31, 14/47  
 M.B. 9/33

P.M. 113/6-7 Parcel Map No. 18454  
 P.M. 131/15-16 " " 20452

ASSESSOR'S MAP BK. 401 PG. 19  
 RIVERSIDE COUNTY, CALIF. 00



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
January 26, 2023**

Item 8

STAFF REPORT

**TO:** Board of Directors

**FROM:** Dan Jagers, General Manager

**SUBJECT:** **Consideration of BCVWD Rules and Regulations Part 8 - 2 Main Extension Procedures of to Include Reimbursement Agreement and Oversizing Agreement Provisions and Potential District Participation in a Community Facilities District**

---

**Staff Recommendation**

No recommendation. Direct staff as desired.

**Background**

At the March 21, 2021 Board meeting, District staff identified a potential need to update certain Beaumont Cherry-Valley Water District Rules and Regulations related to Developer initiated water system improvements necessary to support upcoming development activities such as oversizing of water mains extended to and through new development areas to accommodate main line sizes identified in BCVWD's Potable System Master Plan (Master Plan), most recently updated and adopted by the Board of Directors in January 2016.

Said Potable System Master Plan identifies and quantifies the water system needs and improvements necessary to accommodate current and future development at the time, including facilities and associated water main sizes throughout the District's distribution system.

Since the adoption said 2016 Master Plan, there has been significant ongoing and upcoming development. Recent development activities since the adoption have not required an oversizing agreement to be executed by the District for proposed new facilities, however, some developers have recently inquired about possible District oversizing participation for new upcoming projects.

At said Board Meeting on March 21, 2021, District staff provided a draft redline of the District's current Rules and Regulations "Part 8-1.6 Constructed Facilities Reimbursement Agreement" and "Part 8-2 Water Main Extension Procedures" for Board discussion and consideration. Staff identified that the existing sections (Constructed Facilities Agreement and Main Extension Procedures) do not provide clearly state requirements regarding specific procedures pertaining to the District's level of participation in reimbursement agreements for Developer cost recovery items such as: extending across yet-to-develop areas in the vicinity of the new project (Reimbursement Agreement), or oversizing of facilities (above the development requirement) to satisfy District Master Planning requirements. Those District participated activities would typically be funded through developer facilities fees collected during project development activities.

Based on the above, District staff identifies the need to continue discussion with the Board to revise the Rules and Regulations to update the District's Reimbursement Agreement with the Board of Directors requirements and determine Oversizing Agreement requirements in the appropriate sections of the District's Rules and Regulations.



During the March 25, 2021 meeting, the Board directed Staff to further review Part 8-2 of the Rules and Regulations and bring back a further refined process for the determination of requirements and/or guidelines for District participation in developer Reimbursement Agreements, including potential requirements for Oversizing Agreements. It was determined that coordination with legal counsel would need to occur to update Part 8-1.6 and Part 8-2, and subsequent public hearings would need to take place to adopt any changes to the District’s Rules and Regulations.

**Discussion**

**Facilities Oversizing Agreement**

District staff had not received any requests for District participation in a Reimbursement Agreement since said Board Meeting in March 2021, until recently which is most likely related to the current economic climate. In January 2023, District staff received a request from a Developer (Meritage Homes) to consider District participation in an Oversizing Agreement. Specifically, it was requested that District staff analyze and determine the oversize component contributions that may be available from the District for three (3) proposed waterlines in Oak Valley Parkway and determine what District contribution of funds toward construction costs based on the final approved cost/contract awarded to construct the waterlines may be available upon execution of an oversizing agreement.

The waterlines proposed to be constructed by Meritage Homes as determined by the Potable Master Plan and the Draft Non-Potable Master Plan (NP Master Plan) are identified in Table 1, below.

**Table 1  
Oak Valley Parkway Infrastructure – Tract 31462 Phase IVB**

Pressure Zone	Diameter (required by BCVWD)	Minimum Diameter Required <sup>(1)</sup>	Pipeline Length, LF (approx.)
2520	24"	16"	4,200
2600 (NP)	18"	12"	4,200
2650	18"	16"	4,200

(1) Determined by preliminary hydraulic analysis completed by District staff in January 2023

As indicated in Table 1, above, District staff completed a preliminary hydraulic analysis of the potable 2520 and 2650 Pressure Zones, as well as the Non-Potable 2600 Pressure Zone to determine the minimum required pipeline diameter which would sufficiently meet project demands, head loss and velocity requirements, and fire flow requirements (potable system only). As such, District staff has reviewed the current District policy for Facilities Oversizing Agreements and Water Main Extension Procedures.



The specific Policy as stated in the BCVWD Rules and Regulations Part 8-2 Main Extension Procedures is as follows:

*8-2 Main Extension Procedures: 8-2.1 GENERAL – If the District elects to require a size or type of main extension in excess of the requirements of the applicant, the District may enter into a refunding agreement. A refunding agreement must be approved by the Board prior to the start of construction.*

See Attachment 1 for the draft redline of the District's Rules and Regulations Part 8-2, as provided at the March 25, 2021 Board Meeting. District staff recommends the Board consider said amendments to and 8-2 of the Rules and Regulations and provide further direction, review, and discussion to Staff.

Currently, the District's Rules and Regulations does not have a component which outlines the specific requirements for Oversizing Agreements. To aid in the developer oversizing process, District staff has prepared a draft flow chart (Attachment 2) which could ultimately be incorporated into the District's Water Service Application Process Manual (April 2011). Staff anticipates the proposed premise for oversizing contributions could be used by Legal Counsel and Staff, if requested by Meritage Homes to prepare an agreement for this specific work on this particular project.

Generally, the requirements to be met for an Oversizing Agreement are as follows:

1. Developer completes oversizing application.
2. Developer submittal of hydraulic analysis of project with improvement plans.
3. Developer submittal of engineer's estimate based on prevailing wage labor for construction.
4. District staff works coordination with developer to review and verify data provided in items 1 – 3 (above).
5. Board meeting for consideration of Oversized Application and cost sharing.
6. Developer submittal of bids for prevailing wage construction for projects of which oversizing participation is requested for.
7. Funding amount determination by District staff, and provided to Board for consideration, and approval/denial.

It should be noted that District staff has completed a preliminary analysis of unit costs for waterline construction of recent District projects as well as similar waterline projects completed by nearby agencies to determine a potential basis for District contribution of funds for an Oversizing Agreement.

As has historically been the case at the District, Staff identifies that the District's contribution for an Oversizing Agreement should be limited to the incremental cost of materials (pipe, fittings, backfill material, and pavement) required to construct a waterline (at prevailing wage labor costs) larger than what is required to necessitate the needs of the developer's project.

#### District Approval of a Joint Facilities Community Agreement

As part of the request received by District Staff in January 2023, the Developer also requested that the District consider entering into a Joint Community Facilities Agreement (JCFA), which





would allow for the financing of the net cost of construction of in-tract water facilities for Phase IVB and IVC within the Fairway Canyon Development, and off-site infrastructure (Phase IVB – Oak Valley Parkway Transmission Mains discussed in Table 1) which would be funded through a Community Facilities District (CFD) established by the Developer with the City of Beaumont (City). The Developer has indicated that they are currently in the process of forming said CFD with the City. This activity funds those construction activities through individual residential housing projects by way of a supplemental payment collection from each individual Homeowner. To Staff's knowledge, the District has not funded in-tract facilities construction through CFD's, but has in the past funded some Capital Facilities with these funds (i.e. transmission mains, tanks and wells).

District staff identifies that Phase IVB of Fairway Canyon consists of Tracts 31462-16, -20, -23, -24, -25, and -26 (all of which recently received will serve letter and have approved plans, and paid for facilities fees).

The Developer indicated to the District that the only participation required by the District with regards to the CFD would be for the approval of the JCFA, and that all CFD administration would be by or covered the City of Beaumont, if considered and approved.

The District's Rules and Regulations does not address the financing of District facilities constructed by developers.

### **Summary**

District staff has received a request from Meritage Homes to consider the following:

1. District participation in an Oversizing Agreement for construction of potable water infrastructure as required in the Master Plan.
2. District participation in a Joint Community Facilities Agreement between the District, Developer, and the City of Beaumont such that in-tract water and off-site water infrastructure is proposed to be funded through a CFD, with administrative responsibilities belonging to the City.

District Staff is seeking direction from the Board based on the above provided information as to the District's interest and/or desire to participate in the activities. Staff recommends continued development of updates to Part 8-2 of the District's Rules and Regulations. Staff will work with Legal Counsel to finalize proposed updates to said parts of the District's Rules and Regulations and bring the finalized recommendations back to the Board for consideration, possible public hearing, and subsequent consideration of adoption by the Board of Directors IF the Board of Directors wishes to entertain participation with the requested CFD. Staff would also work with Legal Counsel to prepare an oversizing agreement as well as a CFD participation agreement for the project (s) in question while continuing to work with the Developer regarding these items.

District staff has prepared a draft Oversizing Flow Chart which sets for the minimum agreement criteria that could be used by staff to convey to developers minimum anticipated requirements and activities in order for a project to be considered for an Oversizing Reimbursement Agreement. Upon Board direction, District staff would propose to finalize the draft Oversizing Flow Chart, as well as create a standard document to serve as an application for an Oversizing Reimbursement Agreement, and work with Legal Counsel to establish a template for the Agreement.



### **Fiscal Impact**

- 1) Updates to District Rules and Regulations Part 8 – Costs associated will be based on the time for both District Staff and Legal Counsel.
- 2) Oversizing Agreement Specific to Meritage Homes Request – Costs associated with the preparation of the Oversizing Agreement would be paid for by deposits from Meritage Homes.
- 3) District CFD Participation – Costs associated the District's participation in the CFD would be paid for by deposits from Meritage Homes.

### **Attachments**

1. BCVWD Rules and Regulations Part 8 Annexations with redlined amendment
2. Developer Oversizing Agreement Flow Chart - DRAFT

Staff Report prepared by Daniel Baguyo, Engineering Assistant

## REGULATIONS GOVERNING WATER SERVICE

## PART 8 ANNEXATION AND WATER MAIN EXTENSION

## 8-2 MAIN EXTENSION PROCEDURES:

8-2.1 GENERAL – If the District elects to require a size or type of main extension in excess of the requirements of the applicant, the District may enter into a Reimbursement Agreement, as identified under 8-1.6 and/or an Oversizing Agreement (Shoaf) as identified hereing. ~~A Said Refunding reimbursement Agreement and/or Oversizing Agreement~~ must be approved by the Board prior to the start of construction.

8-2.2 OVERSIZE AGREEMENTS

A. The District may require that a developer install improvements of greater size, capacity, numberquantity, or length for general public benefit or property other than that of the developer, as determined by the District's Potable Master Plan, Non-Potable Water Master Plan or any other determination of public benefit. If such oversized facilities required by the District are necessary to serve the proposed project and others directly, then the District may elect to contribute to the cost of the additional improvements.;

i. In the event that the District elects to contribute to the cost of additional improvements, the District shall determine the portion of the costs associated with installing such potable water or non-potable water mains larger than the minimum necessary to serve the applicant's development based upon engineer's estimates provided by the Developer as well as the District's own project estimates and/or review of said provided information.;

ii. In the event that the District contributes to the oversizing component of the project, said project must be bid as a construction job requiring prevailing wages in accordance with State of California, Department of Industrial Relations applicable prevailing wage requirements.

iii. The District reserves the right to require the Developer to submit at least three (3) itemized bids subject to prevailing wage requirements for the work from contractors duly licensed (Class A) by the State of California, qualified, bondable, and experienced in the type of work involved and acceptable to the District. In the event the District is not satisfied with the bids submitted, it reserves the right to require the plans be revised and/or modified and then rebid one (1) additional time. When a final bid is accepted by the District, the Oversizing Agreement shall be executed by the General Manager subject to Board approval.

B. To determine the amount of District contribution for oversizing facilities, the Developer shall:

- i. Determine the main size that would have been required by the development without the oversize requirement.
- ii. Determine the oversize quantities:
  - a. Identify length of pipe, number of tees, valves, reducers and other related appurtenances. If the main was required to be installed at a greater depth, per District standards, due to the increased size, determine the increased excavation and backfill amounts and any increased trench paving required.
  - b. Price the above listed parts and pieces for both the main that would have been installed without oversizing and the oversized portion of the main through a local supplier. Determine the difference between the two. Any costs that are reasonably associated with installing the greater size, capacity, quantity number or length of pipe.
- C. When the main(s) have been accepted in to the District's Potable Water and/or Non-Potable Water system(s), adjust any price estimates based on actual construction quantities as revised on the Construction Drawings.
- D. Upon the completion of construction, the District shall review all the provided information as defined in Section 8-2.1 and 8-2.2.2 for accuracy and determine the final amount owed to the Developer based on the difference between the developments needs and the actual constructed facilities additional cost related to the oversized improvements.
- A-E. The final amount owed to the Developer shall be presented to the Board of Directors for final approval for payment.

8-2.32 INSTALLATION CHARGES – Applicant shall pay all costs relating to the water main extension less any oversizing and/or reimbursement agreed to by the Board.

## REGULATIONS GOVERNING WATER SERVICE

PAGE 8-3

8-2.3 SECURITY DEPOSIT – The applicant for the installation of a main extension shall furnish security to guarantee the installation of the main extension. The security deposit shall be as stipulated in the “District Standards for Furnishing and Construction of Water Facilities, Section 6”. Upon completion of the main extension and acceptance by the District thereof, the security will be returned to the applicant. If the deposit is in the form of cash, the District will not be required to make periodic withdrawals from such deposit to compensate the contractors and/or supplies engaged by the applicant in completion of the water extension and will pay no interest on the deposit.

8-2.4 GUARANTEE AND MAINTENANCE BOND – The applicant shall furnish security to guarantee the completed work against repairs caused by defective workmanship or materials for a period on one (1) year from the date of dedication of the water system to the District. The amount shall be as stipulated in “District Standards for Furnishing and Construction of Water Facilities”, Section 6.

8-2.5 INSPECTION – The District will provide inspection of the installation of the main extension at the applicant’s expense, as provided for in Section 5-6.3.1.

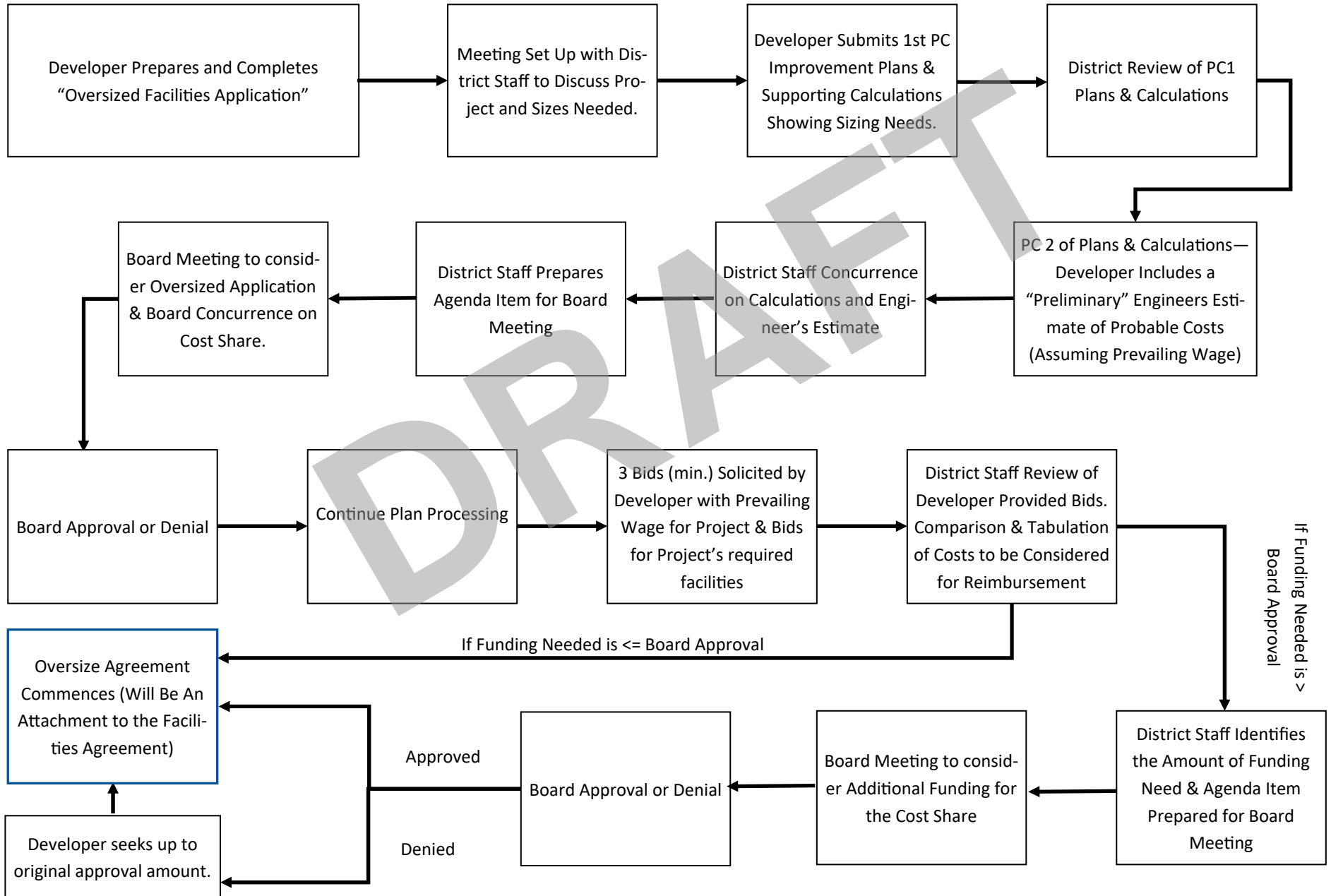
8-2.6 CHECKING OF WATER MAIN CONSTRUCTION PLANS – The District will review and check the drawings for the main extension, prior to approval, at the applicant’s expense, as provided for in Section 5-6.4.

8-2.7 ONE YEAR TIME LIMIT – All proposed pipeline and main extension projects shall be completed within one (1) year of the execution of the Main Extension Agreement, as defined in 8-1.5.

# Attachment 2

## DEVELOPER OVERSIZING AGREEMENT

### FLOW CHART





**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
January 26, 2023**

Item 9

STAFF REPORT

**TO:** Board of Directors

**FROM:** Dan Jagers, General Manager

**SUBJECT:** Resolution 2023-\_\_: Acceptance of an Easement for Public Utility Purposes on behalf of BCVWD for an area located on Tukwet Canyon Parkway (APN 413-790-023)

---

**Staff Recommendation**

Adopt Resolution 2023-\_\_ Approving, Authorizing and Directing staff to accept an Easement for Public Utility Purposes once approved by the Morongo Band of Mission Indians (grantor)

**Background**

The Fairway Canyon development project is currently developing the final phase (Phase IV) of the overall project which has been split into subphases (IVA, IVB, IVC). A requirement of the Phase IVA development was the construction of a Pressure Reducing Station (PRS) to provide redundancy in the District's 2520 Pressure Zone. The Developer has worked with District staff to identify a suitable location for the PRS and the proposed location is near the bottom of the newly extended Tukwet Canyon Parkway near Oak Valley Parkway (See Attachment 2).

Through the course of the design of the PRS, District staff identified that a portion of the PRS appeared to be located within private property, outside of the dedicated right-of-way. This fact was not shown by the Developer's Engineer performing the work. The area impacting the private property is described as a 7' wide strip land, approximately 83' long encompassing an area of approximately 580 square feet (See Exhibit "B" of Attachment 3). The property owner impacted by the PRS is the Tukwet Canyon Golf Club (TCGC) which is owned by the Morongo Band of Mission Indians (MBMI).

The Developer, and their Engineer have worked to secure the necessary easement from MBMI as part of their project completion requirements. Easement documents have been prepared by the Developer's engineer, and reviewed by District staff and MBMI. The Grant of Easement document identifies the Grantor as being MBMI and the Grantee as the District. District staff understands that MBMI has the consideration of the Grant of Easement on their Tribal Council agenda scheduled for January 24, 2023.

**Summary**

In general, when an easement is proposed by a developer or property owner to be conveyed to the District, the Grantor (developer or property owner) typically approves (signs) their portion of the easement prior to the District signing and recording with the County. Should the MBMI Tribal Council approve the Grant of Easement, approval of this item by the Board of Directors would allow the General Manager to execute the Grant of Easement from the District's end and recordation of the Grant of Easement would occur immediately thereafter.

District staff has determined the proposed easement to be acceptable in terms of providing for the encumbrance of the proposed District facilities. District staff is seeking Board approval



now to allow the General Manager to finalize and execute the easement document once approved and signed by the Grantor.

The Grant of Easement, once recorded, will allow the Developer to move forward with the construction of the PRS and ultimately allow the District to operate and maintain the PRS along Tukwet Canyon Parkway.

Adoption of Resolution 2023-\_\_ authorizes the General Manager to execute the Acceptance of said Easement for access, maintenance, and operation of District facilities located on private property on Tukwet Canyon Parkway.

### **Fiscal Impact**

None. Recordation of the easement document package with the County and all associated costs will be the responsibility of the Developer.

### **Attachment(s)**

Attachment 1 – Resolution 2023-\_\_ Accepting an Easement for Public Utility Purposes

Attachment 2 – Grant of Easement for APN 413-790-023 (“Attachment A” to Attachment 1 of This Report)

Attachment 3 – Pressure Reducing Station 2650 Zone to 2520 Zone Improvement Plans

Attachment 4 – Certificate of Acceptance

Staff Report prepared by Daniel Baguyo, Engineering Assistant



**RESOLUTION 2023-\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE BEAUMONT-CHERRY VALLEY WATER DISTRICT  
ACCEPTING AN EASEMENT FOR PUBLIC UTILITY PURPOSES**

**WHEREAS**, California Government Code (“Code”) Section 27281 provides that a deed or grant of any interest in or easement upon real property to a public agency such as Beaumont-Cherry Valley Water District (“District”) shall not be accepted for recordation without a consent of the District evidenced by a certificate or resolution of acceptance; and

**WHEREAS**, Code Section 27281 further provides that the District may authorize one or more officers and agents to accept and consent to such deeds or grants; and

**WHEREAS**, District Policies and Procedures, Part III, Section 15 requires approval of the Board of Directors for easement acceptance via a resolution; and

**WHEREAS**, a permanent easement is needed for the purpose of operating, servicing, maintaining or replacing domestic water facilities within a portion of the parcel listed below; and

**WHEREAS**, property owner, Morongo Band of Mission Indians, proposes to execute a Grant of Easement (“Easement”) in favor of the District (a copy of which is attached hereto as Attachment “A”); and

**WHEREAS**, the Board of Directors (“Board”) of the District desires to authorize Daniel K. Jagers, General Manager of the Beaumont-Cherry Valley Water District to accept and consent to the recordation of the Easement.

**NOW THEREFORE, BE IT RESOLVED** that the Board of Directors of the Beaumont-Cherry Valley Water District finds and determines as follows:

1. That the District accepts the easement offered to it by the owners of the parcel hereinafter listed:

Riverside County Assessor’s Parcel 413-790-023

**NOW THEREFORE, BE IT FURTHER RESOLVED** that:

2. The Secretary of the Board shall cause a copy of this Resolution certified by the Secretary of the Board of Directors to be filed for record in the office of the Recorder of the County of Riverside, State of California;
3. Daniel K. Jagers, the District’s General Manager, is hereby authorized and directed to accept and consent to the recordation of the Easement on behalf of the District;
4. Daniel K. Jagers is hereby authorized to execute the Certificate of Acceptance attached to the Easement and to perform such other acts and deeds as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.
5. This Resolution shall take effect immediately upon its adoption.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST:

\_\_\_\_\_  
Director David Hoffman, President of the  
Board of Directors of the  
Beaumont-Cherry Valley Water District

\_\_\_\_\_  
Director Daniel Slawson, Secretary to the  
Board of Directors of the  
Beaumont-Cherry Valley Water District

Attachment A: Grant of Easement Between Beaumont-Cherry Valley Water District and Morongo  
Band of Mission Indians

413-790-023

DRAFT

No Recording Fees Required Per  
Government Code Section 27383

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

BEAUMONT-CHERRY VALLEY WATER DISTRICT  
Post Office Box 2037  
Beaumont, California 92223

---

APN: 413-790-023 (Space above this line is for Recorders use)

FILE:

### Grant of Easement

This Grant of Easement ("Grant of Easement") is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by **MORONGO BAND OF MISSION INDIANS, A FEDERALLY RECOGNIZED TRIBE**, (the "**Grantor**"), and the **BEAUMONT-CHERRY VALLEY WATER DISTRICT**, a public agency of the State of California (the "**Grantee**").

### RECITAL

The Grantor is the owner of a parcel of land (the "Property") described as **Exhibit "1"**.

### TERMS OF EASEMENT

The Grantor does hereby grant and convey unto said Grantee, its successors and assigns forever, a **7.00' wide by approximately 83' long** permanent easement as shown and described in Exhibit "A" and "B" attached hereon, to install, repair, replace, reconstruct, and perpetually use, maintain and operate a **Pressure Reducing Station** with appurtenances, and improvements, being hereinafter sometimes collectively called the "Facilities", under and through the following described property in the County of Riverside, California, hereinafter referred to as the "Easement":

as described in the attached hereto as **Exhibits "A" and "B"**.

Subject to matters of record, to have and to hold, the above-described Easement together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor is hereby bound, together with all successors and assigns, subject to matters of record, to warrant and forever defend the above described Easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

However, Grantor hereby represents and warrants the Grantee that there are no deeds of trust, judgement liens, mechanics liens, or other liens encumbering the Property, and that there are no other easements or rights that would interfere with the rights granted herein.

Such rights and Easement shall be covenants running with the land and be binding upon the Grantor and Grantee, their successors, assigns, and successors-in-interest.

This Grant of Easement shall carry with it the right of ingress and egress to and from the Easement at all reasonable times, with the right to use existing roads for the purpose of constructing, reconstructing, installing, operating, inspecting, repairing, and maintaining the Facilities; and the removal or replacement of same either in whole or in part. Grantee may use such portion of the property along and adjacent to said easement, as may be reasonably necessary, in connections with the construction,

reconstruction, installation, maintenance, repair, removal, or replacement of the Facilities.

Grantor reserves the right to full use and enjoyment of the property encumbered by the Easement except as otherwise provided herein. Grantor’s use shall not hinder, conflict, or interfere with the exercise of Grantee’s rights hereunder. No building, reservoir, or permanent structure shall be constructed or maintained on said Easement. However, Grantor, its successors and assigns, may use the Easement Area for improvements such as paving (provided that any concrete paving is constructed in 20’ x 20’ segments with expansion joints around the perimeter), parking, driveways, surface drainage improvements, landscaping (provided trees are in compliance with City Code requirements and trees are not located within 5 feet of the facility alignment), light poles with bases (provided that the poles and bases are not placed over the Facilities), access areas, curbs, curb cuts, roads and signage Grantor shall coordinate with Grantee regarding the specific location of light pole with bases, signage with bases, and trees within the Easement to ensure that such improvements will not interfere with Grantee’s operation of its Facilities. Additionally, parking stalls cannot be placed above Facilities such as manholes and vaults.

Grantor reserves the right to allow additional underground utilities and infrastructure to cross the Facilities, provided that the location of such additional utilities and infrastructure are in accordance with jurisdictional agency(ies) and District crossing requirements and are marked and identifiable. Grantor however, agrees not to collocate underground utilities and infrastructure in the Permanent Easement Area, except for the collocation of District owned water lines which is expressly permitted. For purposes of this Easement, “collocation” shall mean the parallel placement of other underground utilities and infrastructure within the Permanent Easement Area.

Grantee warrants to Grantor that the undersigned has the full power and authority to execute this Easement and fulfill its obligations under this Easement as a condition to the validity of this Easement. Grantor warrants to Grantee that the undersigned has the full power and authority to execute this Easement and fulfill its obligations under this Easement. The terms and provisions of this Easement run with the land and are binding upon and benefit the successors and assigns of Grantor and Grantee. When the context requires, singular nouns and pronouns include the plural.

WITNESS the following signature and seal:

Grantor:  
**MORONGO BAND OF MISSION  
INDIANS, A FEDERALLY RECOGNIZED  
TRIBE**

Grantee:  
Beaumont-Cherry Valley Water District

By: \_\_\_\_\_  
PRINT NAME:

By: \_\_\_\_\_  
PRINT NAME:

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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, \_\_\_\_\_,  
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)

Exhibit 1 - Property Legal Description

RECORDING REQUESTED BY:  
 STEWART TITLE OF CALIFORNIA, INC.  
 INLAND EMPIRE DIVISION, COMMERCIAL DEPT.  
 OUR ORDER NO: 5-11-147291

ESCROW NO:

MAIL DOCUMENT AND TAX STATEMENTS TO:  
 RIVERSIDE COUNTY PLANNING DEPARTMENT

WILL CALL

NO FEE, 6103 GOVERNMENT CODE BENEFIT OF  
 RIVERSIDE PLANNING DEPT.

DOC # 2000-039255  
 02/02/2000 08:00R Fee:NC  
 Page 1 of 59  
 Recorded in Official Records  
 County of Riverside  
 Gary L. Orse  
 Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMP	MISC
	1		59						
								✓	sp
A	R	L				COPY	LONG	REFUND	NOCD

ABOVE FOR RECORDERS USE ONLY

T  
YS

NOTICE OF LOT LINE ADJUSTMENT NO. 4188

TITLE OF DOCUMENT

**THIS AREA FOR  
 RECORDERS  
 USE ONLY**

SAN BERNARDINO COUNTY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
 (\$3.00 Additional Recording Fee Applies)

Recording Request By  
 Riverside County

When recorded return to:  
 Riverside County Planning Department

Will Call

No Fee, 6103 Government Code Benefit of Riverside  
 Planning Department

**NOTICE OF LOT LINE ADJUSTMENT NO. 4188**

RECORD OWNERS	Existing Parcels Assessor Parcel Numbers
Oak Valley Partners, L.P.	See Attached "Assessor Parcel Numbers"
P.O. Box 645 Calimesa, CA 92320	

**OAK VALLEY PARTNERS, L.P. LEGAL DESCRIPTION OF ADJUSTED PARCELS**  
 A Texas Limited Partnership

By: **OAK VALLEY - HUNT, INC.,** See Attached Exhibit "A"  
 A Texas corporation, Managing  
 General Partner

SIGNATURE OF RECORDED OWNERS  
 (Must be notarized)

By: *[Signature]*  
 D. Craig Martin, President

**DEPARTMENT USE ONLY**

This notice of Lot Line Adjustment No.  
 4188 is hereby approved.

By: *[Signature]*  
 Del Lauruhn

Title: Planner II Date: 01/27/00

**NOTARY**

STATE OF CALIFORNIA  
Riverside COUNTY

On 12-16-99 before me, the undersigned, a notary  
 public in and for said State, personally appeared D Craig  
Martin

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

WITNESS my hand and official seal

**SURVEY DEPARTMENT APPROVAL**

**THIS DOCUMENT REVIEWED**  
1-19-00 BY RIVERSIDE  
 COUNTY SURVEYOR.

BY: *[Signature]*



2000-838255  
 02/02/2000 08:00 AM  
 2 of 58

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

*Lawrence L. Truman*

Prepared under the supervision of:  
Lawrence L. Truman, L.S. #5346  
Expires 12/31/03  
THE KEITH COMPANIES  
22690 Cactus Avenue, Suite 300  
Moreno Valley, CA 92553  
(909) 653-0234



**EXHIBIT "A"**

**LEGAL DESCRIPTION  
COUNTY OF RIVERSIDE**

**PARCEL "A" REVISED:**

THOSE PORTIONS OF PARCEL MAP 19015 AS SHOWN BY MAP ON FILE IN BOOK 149 OF PARCEL MAPS, AT PAGES 27 THROUGH 35 INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LYING SOUTHERLY OF THE SOUTHERLY CALIMESA CITY LIMITS LINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT THAT LIES NORTH 43°44'35"WEST, 8286.15 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS NORTH 43°44'35"WEST, 9680.45 FEET ON THE NORTHEASTERLY RIGHT OF WAY THE SOUTHERN PACIFIC RAILROAD, BEING 100 FEET WIDE, ALSO BEING THE DISTINCTIVE BORDER AS SHOWN ON SAID PARCEL MAP, SAID POINT ALSO BEING THE PROLONGATION OF THE SOUTHERLY LINE OF THE 300 FOOT WIDE SOUTHERN CALIFORNIA EDISON EASEMENT PER DOCUMENT RECORDED OCTOBER 13, 1945 IN BOOK 705, AT PAGES 92 THROUGH 95, INCLUSIVE, OFFICIAL RECORDS OF SAID COUNTY, SAID SOUTHERLY LINE ALSO BEING THE SOUTHERLY CITY LIMITS LINE OF THE CITY OF CALIMESA PER ANNEXATION LAFCO N°. 90-02-5 THENCE, ALONG SAID SOUTHERLY CITY LIMITS LINE AND THE PROLONGATION THEREOF, NORTH 79°17'30" EAST, 2173.77 FEET TO AN ANGLE PCINT;

THENCE, ALONG SAID SOUTHERLY CITY LIMITS LINE, SOUTH 86°41'30" EAST, 1836.24 FEET;

THENCE, ALONG SAID SOUTHERLY CITY LIMITS LINE, SOUTH 80°49'03" EAST, 1079.80 FEET;

THENCE, ALONG SAID SOUTHERLY CITY LIMITS LINE, SOUTH 78°24'00" EAST, 3209.96 FEET;

LINE NAME p. 555 11/09/000 dca. (04) 61 rev. dca. 5 11/09/000 dca. (04) 61 rev. dca.



2000-030275  
02 02 2004 08 000  
3 of 50



**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE, LEAVING SAID SOUTHERLY CITY LIMITS LINE, SOUTH 06°43'02" EAST,  
1117.06 FEET;

THENCE NORTH 88°52'35" WEST, 99.81 FEET;

THENCE SOUTH 89°13'40" WEST, 299.27 FEET;

THENCE NORTH 84°28'58" WEST, 406.73 FEET;

THENCE SOUTH 88°10'44" WEST, 562.38 FEET;

THENCE SOUTH 11°10'09" WEST, 287.62 FEET;

THENCE SOUTH 88°12'49" WEST, 330.01 FEET;

THENCE SOUTH 82°19'48" WEST, 243.88 FEET;

THENCE NORTH 84°59'50" WEST, 211.48 FEET;

THENCE NORTH 70°20'02" WEST, 416.04 FEET;

THENCE NORTH 79°13'03" WEST, 212.92 FEET;

THENCE SOUTH 82°10'17" WEST, 353.34 FEET;

THENCE NORTH 62°43'53" WEST, 579.22 FEET;

THENCE SOUTH 89°15'10" WEST, 684.61 FEET TO THE BEGINNING OF A NON-TANGENT  
CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 140.00 FEET, A RADIAL  
LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF NORTH 04°11'06" WEST;

THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID CURVE 248.64 FEET THROUGH A  
CENTRAL ANGLE OF 101°45'19";

THENCE SOUTH 74°03'35" WEST, 175.65 FEET;

THENCE NORTH 20°47'56" WEST, 14.32 FEET TO THE BEGINNING OF A TANGENT  
CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 141.00 FEET;

THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG SAID CURVE 372.52 FEET  
THROUGH A CENTRAL ANGLE OF 151°22'33";

THENCE SOUTH 07°49'31" WEST, 680.48 FEET;

THENCE SOUTH 67°29'36" WEST, 308.71 FEET;

Z:\FNAME p\NN N 31389 000 doc OAKI G1 rev doc\N N 31389 000 doc OAKI G1 rev doc



2006-03-25  
02/02/2006 08:00  
4 of 50

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE SOUTH 46°56'53" WEST, 400.00 FEET, TO A POINT ON SAID NORTHEASTERLY RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD, THAT LIES NORTH 43°44'35" WEST, 4358.33 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN SAID COURSE SHOWN AS NORTH 43°44'35" WEST, 9680.45 FEET ON SAID PARCEL MAP;

THENCE NORTH 43°44'35" WEST, 3927.82 FEET TO THE **POINT OF BEGINNING.**

DESCRIBED PARCEL CONTAINING 331.49 ACRES AND AS SHOWN ON ATTACHED EXHIBIT "B".

**PARCEL "B":**

THAT PORTION OF PARCEL MAP 19015 AS SHOWN BY MAP ON FILE IN BOOK 149 OF PARCEL MAPS, AT PAGES 27 THROUGH 35 INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT THAT LIES NORTH 43°44'35" WEST, 4358.33 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS NORTH 43°44'35" WEST, 9680.45 FEET ON THE NORTHEASTERLY RIGHT OF WAY THE SOUTHERN PACIFIC RAILROAD, BEING 100 FEET WIDE, ALSO BEING THE DISTINCTIVE BORDER AS SHOWN ON SAID PARCEL MAP;

THENCE NORTH 46°56'53" EAST, 400.00 FEET;

THENCE NORTH 67°29'36" EAST, 308.71 FEET TO A POINT OF CUSP ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 140.00 FEET, A RADIAL LINE THROUGH SAID POINT OF CUSP BEARS NORTH 82°00'17" WEST;

THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 141°52'12", AN ARC LENGTH OF 346.65 FEET;

THENCE NORTH 46°07'31" EAST, 255.74 FEET;

THENCE NORTH 01°36'24" WEST, 541.23 FEET;

THENCE NORTH 20°47'56" WEST, 80.22 FEET;

THENCE NORTH 74°03'35" EAST, 175.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 140.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF SOUTH 65°50'47" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE 126.78 FEET THROUGH A CENTRAL ANGLE OF 51°53'09";

31111NAM0 p0NN 31389 000 d0x 0AAM 01 r0v d0x N 31389 000 d0x 0AAM 01 r0v d0x



2000-030255  
02/02/2000 00 00A  
5 of 50

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE SOUTH 76°34'39" EAST, 1545.08 FEET;  
THENCE SOUTH 79°34'12" EAST, 733.04 FEET;  
THENCE NORTH 80°27'14" EAST, 763.40 FEET;  
THENCE SOUTH 47°23'07" EAST, 172.27 FEET;  
THENCE SOUTH 08°12'51" EAST, 702.45 FEET;  
THENCE SOUTH 32°11'42" EAST, 381.52 FEET;  
THENCE SOUTH 46°29'18" WEST, 2513.53 FEET;  
THENCE NORTH 21°04'23" WEST, 82.92 FEET;  
THENCE NORTH 54°26'01" WEST, 305.02 FEET;  
THENCE NORTH 41°55'37" WEST, 591.74 FEET;  
THENCE NORTH 49°32'35" WEST, 774.06 FEET;  
THENCE NORTH 27°11'02" WEST, 272.78 FEET;  
THENCE NORTH 42°57'48" WEST, 718.48 FEET;  
THENCE NORTH 36°31'15" WEST, 336.82 FEET TO THE BEGINNING OF A NON-TANGENT  
CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 485.00 FEET, A RADIAL LINE  
OF SAID CURVE TO SAID POINT HAVING A BEARING OF SOUTH 03°50'38" WEST;  
THENCE WESTERLY ALONG SAID CURVE 297.97 FEET THROUGH A CENTRAL ANGLE OF  
35°12'03";  
THENCE SOUTH 46°56'53" WEST, 427.38 FEET, TO A POINT ON SAID NORTHEASTERLY  
RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD, THAT LIES NORTH  
43°44'35" WEST, 4158.33 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY TERMINUS  
OF THAT CERTAIN SAID COURSE SHOWN AS NORTH 43°44'35" WEST, 9680.45 FEET ON  
SAID PARCEL MAP;  
THENCE NORTH 43°44'35" WEST, 200.00 FEET TO THE **POINT OF BEGINNING.**  
DESCRIBED PARCEL CONTAINING 171.92 ACRES AND AS SHOWN ON ATTACHED EXHIBIT  
"B".

**PARCEL "C" REVISED:**

4 FILENAME p:\NN N 31389 000.doc OAKI GI rev doc N 31389 000.doc OAKI GI rev doc



2000-039255  
02/02/2000 08:00A  
6 of 36

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THAT PORTION OF PARCEL MAP 19015 AS SHOWN BY MAP ON FILE IN BOOK 149 OF PARCEL MAPS, AT PAGES 27 THROUGH 35 INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS NORTH 43°44'35" WEST, 9680.45 FEET ON THE NORTHEASTERLY RIGHT OF WAY THE SOUTHERN PACIFIC RAILROAD, BEING 100 FEET WIDE, ALSO BEING THE DISTINCTIVE BORDER AS SHOWN ON SAID PARCEL MAP;

THENCE, ALONG SAID BORDER, SOUTHEASTERLY ALONG SAID CURVE 2077.15 FEET THROUGH A CENTRAL ANGLE OF 20°57'10";

THENCE NORTH 25°18'23" EAST, 20.00 FEET TO THE CENTERLINE OF SAN TIMOTEO CANYON ROAD, BEING THE CENTERLINE INTERSECTION OF A DECLARATION OF DEDICATION, (104.00 FEET WIDE), RECORDED JUNE 2, 1999 AS INSTRUMENT NO. 241545, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA;

THENCE, ALONG THE CENTERLINE OF SAID DECLARATION OF DEDICATION, CONTINUING NORTH 25°18'23" EAST, 165.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1100.00 FEET;

THENCE, CONTINUING ALONG SAID CENTERLINE, NORTHEASTERLY ALONG SAID CURVE 926.55 FEET THROUGH A CENTRAL ANGLE OF 48°15'40";

THENCE, CONTINUING ALONG SAID CENTERLINE, NORTH 73°34'03" EAST, 543.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1500.00 FEET;

THENCE, CONTINUING ALONG SAID CENTERLINE, NORTHEASTERLY ALONG SAID CURVE 105.87 FEET THROUGH A CENTRAL ANGLE OF 04°02'38" TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 20°28'35" WEST, 52.00 FEET, TO THE NORTHWESTERLY RIGHT OF WAY OF SAID DECLARATION OF DEDICATION;

THENCE NORTH 24°26'11" WEST, 101.27 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 250.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE 322.71 FEET THROUGH A CENTRAL ANGLE OF 73°57'31";

THENCE SOUTH 81°36'18" WEST, 539.38 FEET;

THENCE SOUTH 54°00'32" WEST, 903.37 FEET;

THENCE NORTH 57°43'54" WEST, 622.36 FEET;

5:11:58 AM p:\S\N 31389 000 doc OAKI GI res doc\N 31389 000 doc OAKI GI res doc



2006-039255  
02/02/2006 09:00  
7 of 50

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE NORTH 17°43'02" WEST, 192.81 FEET;  
THENCE NORTH 52°50'33" WEST, 663.49 FEET;  
THENCE NORTH 49°13'52" WEST, 647.47 FEET;  
THENCE NORTH 21°04'23" WEST, 220.88 FEET;  
THENCE NORTH 46°29'18" EAST, 2513.53 FEET;  
THENCE SOUTH 51°04'48" EAST, 579.41 FEET TO THE BEGINNING OF A TANGENT  
CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 115.00 FEET;  
THENCE EASTERLY ALONG SAID CURVE 71.81 FEET THROUGH A CENTRAL  
ANGLE OF 35°46'39", A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS  
SOUTH 03°08'33" WEST;  
THENCE SOUTH 19°15'48" EAST, 41.40 FEET TO THE BEGINNING OF A  
TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 85.00  
FEET;  
THENCE SOUTHERLY AND EASTERLY ALONG SAID CURVE 115.81 FEET THROUGH  
A CENTRAL ANGLE OF 78°03'55";  
THENCE NORTH 82°40'17" EAST, 23.88 FEET;  
THENCE NORTH 80°10'20" EAST, 37.92 FEET TO THE BEGINNING OF A TANGENT  
CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 45.00 FEET;  
THENCE EASTERLY ALONG SAID CURVE 24.90 FEET THROUGH A CENTRAL  
ANGLE OF 31°41'51";  
THENCE SOUTH 68°07'49" EAST, 3.18 FEET TO THE BEGINNING OF A TANGENT CURVE  
CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET;  
THENCE SOUTHEASTERLY ALONG SAID CURVE 21.46 FEET THROUGH A CENTRAL  
ANGLE OF 12°17'36";  
THENCE SOUTH 55°50'13" EAST, 17.60 FEET TO THE BEGINNING OF A TANGENT  
CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 103.00 FEET;  
THENCE SOUTHEASTERLY ALONG SAID CURVE 30.79 FEET THROUGH A CENTRAL  
ANGLE OF 17°07'33";  
THENCE SOUTH 72°57'46" EAST, 25.50 FEET TO THE BEGINNING OF A TANGENT  
CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 87.00 FEET;

6 FILENAME 'p [NN N 31389 000 doc\OAKI.GI rev doc\N N 31389 000 doc\OAKI.GI rev doc



2600-838255  
02/02/2000 08 09A  
8 of 39

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE SOUTHEASTERLY ALONG SAID CURVE 53.80 FEET THROUGH A CENTRAL ANGLE OF 35°26'00";

THENCE SOUTH 37°31'46" EAST, 13.77 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 360.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE 33.85 FEET THROUGH A CENTRAL ANGLE OF 05°23'13";

THENCE SOUTH 42°54'59" EAST, 32.32 FEET;

THENCE SOUTH 43°02'28" WEST, 179.70 FEET;

THENCE SOUTH 09°53'00" WEST, 72.87 FEET;

THENCE SOUTH 23°16'15" WEST, 142.28 FEET;

THENCE SOUTH 11°39'32" WEST, 77.78 FEET;

THENCE SOUTH 49°46'20" EAST, 644.67 FEET;

THENCE SOUTH 68°14'55" EAST, 554.30 FEET;

THENCE SOUTH 00°12'46" EAST, 405.36 FEET;

THENCE SOUTH 19°46'49" WEST, 705.38 FEET;

THENCE SOUTH 24°26'11" EAST, 168.41 FEET TO THE NORTHWESTERLY RIGHT OF WAY OF SAID DECLARATION OF DEDICATION;

THENCE SOUTH 24°26'11" EAST, 52.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1500.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF SOUTH 24°26'11" EAST, SAID POINT BEING ON THE CENTERLINE OF SAID DECLARATION OF DEDICATION;

THENCE, WESTERLY ALONG SAID CENTERLINE AND CURVE 103.67 FEET THROUGH A CENTRAL ANGLE OF 03°57'36" TO THE **TRUE POINT OF BEGINNING**.

DESCRIBED PARCEL CONTAINING 146.13 ACRES AND AS SHOWN ON ATTACHED EXHIBIT "B".

**PARCEL "D" REVISED:**

THAT PORTION OF PARCEL MAP 19015 AS SHOWN BY MAP ON FILE IN BOOK 149 OF PARCEL MAPS, AT PAGES 27 THROUGH 35 INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

7111NAME p\N\N 31189 000.doc OAKI G\rev.doc\N 31189 000.doc OAKI G\rev.doc



2698-839255  
02-02/2008 08:00  
8 of 50



**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE, ALONG SAID CENTERLINE, EASTERLY ALONG SAID CURVE 103.67 FEET THROUGH A CENTRAL ANGLE OF 03°57'36";

THENCE SOUTH 24°26'11" EAST, 52.00 FEET, TO THE SOUTHEASTERLY RIGHT OF WAY OF SAID DECLARATION OF DEDICATION;

THENCE SOUTH 22°35'25" EAST, 107.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 450.00 FEET;

THENCE SCUTHEASTERLY ALONG SAID CURVE 118.21 FEET THROUGH A CENTRAL ANGLE OF 15°03'04";

THENCE SOUTH 37°38'29" EAST, 99.78 FEET;

THENCE NGRTH 77°37'28" EAST, 399.66 FEET;

THENCE SOUTH 89°08'49" EAST, 405.62 FEET;

THENCE NORTH 58°53'16" EAST, 418.44 FEET;

THENCE NORTH 71°58'42" EAST, 615.50 FEET;

THENCE SOUTH 77°01'01" EAST, 134.58 FEET;

THENCE NORTH 86°35'54" EAST, 202.16 FEET;

THENCE SOUTH 75°45'53" EAST, 248.48 FEET;

THENCE NORTH 82°04'17" EAST, 415.63 FEET;

THENCE NORTH 58°33'20" EAST, 722.84 FEET;

THENCE NORTH 71°05'23" EAST, 131.40 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 260.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF NORTH 04°21'30" WEST;

THENCE EASTERLY ALONG SAID CURVE 159.54 FEET THROUGH A CENTRAL ANGLE OF 35°09'25";

THENCE SOUTH 59°12'05" EAST, 1072.33 FEET;

THENCE SOUTH 00°15'51" EAST, 49.00 FEET TO THE NORTHERLY LINE OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN;

9 FILENAME: p:\NN N 31389 000.doc\OAKLGLres doc\N N 31389 000.doc\OAKLGLres doc



2000-033255  
02/02/2000 08:00 AM  
11 of 59



**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4189**

THENCE, ALONG SAID NORTHERLY SECTION LINE, SOUTH 89°44'09" WEST, 2257.22 FEET TO THE **POINT OF BEGINNING**.

DESCRIBED PARCEL CONTAINING 66.82 ACRES AND AS SHOWN ON ATTACHED EXHIBIT "B".

**PARCEL "E":**

THAT PORTION OF PARCEL MAP 19015 AS SHOWN BY MAP ON FILE IN BOOK 149 OF PARCEL MAPS, AT PAGES 27 THROUGH 35 INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS NORTH 43°44'35" WEST, 9680.45 FEET ON THE NORTHEASTERLY RIGHT OF WAY THE SOUTHERN PACIFIC RAILROAD, BEING 100 FEET WIDE, ALSO BEING THE DISTINCTIVE BORDER AS SHOWN ON SAID PARCEL MAP;

THENCE, ALONG SAID BORDER, SOUTHEASTERLY ALONG SAID CURVE 2077.15 FEET THROUGH A CENTRAL ANGLE OF 20°57'10";

THENCE NORTH 25°18'23" EAST, 20.00 FEET TO THE CENTERLINE OF SAN TIMOTEO CANYON ROAD, BEING THE CENTERLINE INTERSECTION OF A DECLARATION OF DEDICATION, (104.00 FEET WIDE), RECORDED JUNE 2, 1999, AS INSTRUMENT NO. 241545, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA;

THENCE, ALONG THE CENTERLINE OF SAID DECLARATION OF DEDICATION, CONTINUING NORTH 25°18'23" EAST, 165.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1100.00 FEET;

THENCE, CONTINUING ALONG SAID CENTERLINE, NORTHEASTERLY ALONG SAID CURVE 926.55 FEET THROUGH A CENTRAL ANGLE OF 48°15'40";

THENCE, CONTINUING ALONG SAID CENTERLINE, NORTH 73°34'03" EAST, 543.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1500.00 FEET;

THENCE, CONTINUING ALONG SAID CENTERLINE, NORTHEASTERLY ALONG SAID CURVE 698.40 FEET THROUGH A CENTRAL ANGLE OF 26°40'37" TO THE **TRUE POINT OF BEGINNING**;

THENCE, CONTINUING ALONG SAID CENTERLINE, NORTHERLY ALONG SAID CURVE, 1370.08 FEET THROUGH A CENTRAL ANGLE OF 52°19'59";

10 FILENAME \p\JNN N 31389 000\doc\OAKI.GI.rev doc N N 31389 000\doc\OAKI.GI.rev.doc



2000-033255  
02/02/2000 08 00A  
12 of 59

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE, CONTINUING ALONG SAID CENTERLINE, NORTH 05°25'32" WEST, 582.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1100.00 FEET;

THENCE, CONTINUING ALONG SAID CENTERLINE, NORTHERLY ALONG SAID CURVE 688.79 FEET THROUGH A CENTRAL ANGLE OF 35°52'38";

THENCE, LEAVING SAID CENTERLINE, SOUTH 59°33'54" EAST, 52.00 FEET TO THE EASTERLY RIGHT OF WAY OF SAID DECLARATION OF DEDICATION;

THENCE SOUTH 41°11'47" EAST, 750.45 FEET;

THENCE SOUTH 82°42'05" EAST, 279.28 FEET;

THENCE SOUTH 27°11'41" EAST, 339.95 FEET;

THENCE SOUTH 46°49'04" EAST, 286.95 FEET;

THENCE SOUTH 19°19'53" WEST, 221.96 FEET;

THENCE SOUTH 58°50'38" WEST, 268.49 FEET;

THENCE SOUTH 40°40'37" WEST, 156.43 FEET;

THENCE SOUTH 10°42'12" EAST, 495.41 FEET;

THENCE SOUTH 29°21'44" WEST, 145.50 FEET;

THENCE SOUTH 66°47'06" WEST, 497.47 FEET;

THENCE SOUTH 72°59'34" WEST, 558.74 FEET;

THENCE NORTH 87°55'23" WEST, 293.48 FEET;

THENCE NORTH 43°06'33" WEST, 103.78 FEET TO THE **TRUE POINT OF BEGINNING.**

DESCRIBED PARCEL CONTAINING 51.10 ACRES AND AS SHOWN ON ATTACHED EXHIBIT "B".

**PARCEL "F" REVISED:**

THAT PORTION OF PARCEL MAP 19015 AS SHOWN BY MAP ON FILE IN BOOK 149 OF PARCEL MAPS, AT PAGES 27 THROUGH 35 INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

11 FILENAME: p:\NN N\31389 000\doc\OAKLGLrev.doc N\31389 000\doc\OAKLGLrev.doc



2008-039255  
02/02/2008 09:00 AM  
13 of 39

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

COMMENCING AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS NORTH 43°44'35" WEST, 9680.45 FEET ON THE NORTHEASTERLY RIGHT OF WAY THE SOUTHERN PACIFIC RAILROAD, BEING 100 FEET WIDE, ALSO BEING THE DISTINCTIVE BORDER AS SHOWN ON SAID PARCEL MAP;

THENCE, ALONG SAID BORDER, SOUTHEASTERLY ALONG SAID CURVE 2077.15 FEET THROUGH A CENTRAL ANGLE OF 20°57'10";

THENCE NORTH 25°18'23" EAST, 20.00 FEET TO THE CENTERLINE OF SAN TIMOTEO CANYON ROAD, BEING THE CENTERLINE INTERSECTION OF A DECLARATION OF DEDICATION, (104.00 FEET WIDE) RECORDED JUNE 2, 1999, AS INSTRUMENT NO. 241545, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA;

THENCE, ALONG THE CENTERLINE OF SAID DECLARATION OF DEDICATION, CONTINUING NORTH 25°18'23" EAST, 165.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1100.00 FEET;

THENCE, CONTINUING ALONG SAID CENTERLINE, NORTHEASTERLY ALONG SAID CURVE 926.55 FEET THROUGH A CENTRAL ANGLE OF 48°15'40";

THENCE, CONTINUING ALONG SAID CENTERLINE, NORTH 73°34'03" EAST, 543.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1500.00 FEET;

THENCE, CONTINUING ALONG SAID CENTERLINE, NORTHEASTERLY ALONG SAID CURVE 1286.16 FEET THROUGH A CENTRAL ANGLE OF 49°07'40" TO THE **TRUE POINT OF BEGINNING**;

THENCE, CONTINUING ALONG SAID CENTERLINE, NORTHERLY ALONG SAID CURVE 782.31 FEET THROUGH A CENTRAL ANGLE OF 29°52'56";

THENCE, CONTINUING ALONG SAID CENTERLINE, NORTH 05°26'32" WEST, 582.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1100.00 FEET;

THENCE, CONTINUING ALONG SAID CENTERLINE, NORTHERLY ALONG SAID CURVE 567.26 FEET THROUGH A CENTRAL ANGLE OF 29°32'49"

THENCE NORTH 65°53'43" WEST, 52.00 FEET TO THE WESTERLY RIGHT OF WAY OF SAID DECLARATION OF DEDICATION;

THENCE NORTH 62°52'13" WEST, 197.44 FEET;

THENCE NORTH 35°29'47" WEST, 516.30 FEET;

THENCE NORTH 66°09'19" WEST, 801.30 FEET;

12 FILENAME: p:\INN N 31389 000\doc\OAKI.GI.rev doc\INN N 31389 000\doc\OAKI.GI.rev doc



2608-039255  
02/02/2000 08:00A  
14 of 59

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE NORTH 88°13'49" WEST, 219.20 FEET;

THENCE NORTH 65°14'24" WEST, 967.80 FEET;

THENCE SOUTH 10°58'22" EAST, 603.10 FEET;

THENCE SOUTH 33°16'14" EAST, 737.71 FEET TO THE BEGINNING OF A  
TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 115.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE 232.98 FEET THROUGH A CENTRAL  
ANGLE OF 116°04'35", A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS  
SOUTH 07°11'39" EAST;

THENCE SOUTH 19°15'48" EAST, 35.21 FEET TO THE BEGINNING OF A  
TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.00  
FEET;

THENCE SOUTHERLY AND EASTERLY ALONG SAID CURVE 88.56 FEET THROUGH  
A CENTRAL ANGLE OF 78°03'55";

THENCE NORTH 82°40'17" EAST, 23.66 FEET;

THENCE NORTH 80°10'20" EAST, 37.48 FEET TO THE BEGINNING OF A  
TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 65.00 FEET;

THENCE EASTERLY ALONG SAID CURVE 35.96 FEET THROUGH A CENTRAL  
ANGLE OF 31°41'51";

THENCE SOUTH 68°07'49" EAST, 3.18 FEET TO THE BEGINNING OF A  
TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 120.00  
FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE 25.75 FEET THROUGH A CENTRAL  
ANGLE OF 12°17'36";

THENCE SOUTH 55°50'13" EAST, 17.60 FEET TO THE BEGINNING OF A  
TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 83.00  
FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE 24.81 FEET THROUGH A CENTRAL  
ANGLE OF 17°07'33";

THENCE SOUTH 72°57'46" EAST, 25.50 FEET TO THE BEGINNING OF A  
TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 107.00  
FEET;

13 FILENAME lp\N\N\31389 000\doc\OAKLGI.rev doc N 31389 000\doc\OAKLGI.rev doc



2000-839255  
02/02/2000 08 00A  
15 of 59

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE SOUTHEASTERLY ALONG SAID CURVE 66.17 FEET THROUGH A CENTRAL ANGLE OF 35°26'00";

THENCE SOUTH 37°31'46" EAST, 13.77 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 340.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE 31.97 FEET THROUGH A CENTRAL ANGLE OF 05°23'13";

THENCE SOUTH 42°54'59" EAST, 22.89 FEET;

THENCE SOUTH 62°31'41" EAST, 218.27 FEET;

THENCE SOUTH 89°53'10" EAST, 38.64 FEET;

THENCE SOUTH 65°36'59" EAST, 32.83 FEET;

THENCE SOUTH 26°42'43" EAST, 33.37 FEET;

THENCE SOUTH 62°31'41" EAST, 70.12 FEET;

THENCE SOUTH 14°46'44" EAST, 254.47 FEET;

THENCE SOUTH 16°43'07" WEST, 443.08 FEET;

THENCE SOUTH 68°14'55" EAST, 554.30 FEET TO A POINT OF CUSP ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 181.00 FEET, A RADIAL LINE THROUGH SAID POINT OF CUSP BEARS SOUTH 86°32'59" WEST;

THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 180°00'00", AN ARC LENGTH OF 568.63 FEET;

THENCE SOUTH 10°28'01" EAST, 387.77 FEET;

THENCE SOUTH 39°50'37" EAST, 187.17 FEET TO THE WESTERLY RIGHT OF WAY OF SAID DECLARATION OF DEDICATION;

THENCE SOUTH 65°33'36" EAST, 52.00 FEET TO THE **TRUE POINT OF BEGINNING.**

DESCRIBED PARCEL CONTAINING 75.67 ACRES AND AS SHOWN ON ATTACHED EXHIBIT "B".

14 FILENAME:p:\NN:\31389.000\doc\OAKLGLrev.doc\N:\31389.000\doc\OAKLGLrev.doc



2006-039255  
02/02/2006 08 00R  
16 of 59



**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE SOUTH 88°52'35" EAST, 78.46 FEET;  
THENCE NORTH 75°08'49" EAST, 604.72 FEET;  
THENCE NORTH 89°48'28" EAST, 140.84 FEET;  
THENCE SOUTH 72°51'36" EAST, 454.39 FEET;  
THENCE SOUTH 53°38'22" EAST, 486.91 FEET;  
THENCE SOUTH 32°58'12" WEST, 210.85 FEET;  
THENCE NORTH 57°01'48" WEST, 122.94 FEET;  
THENCE NORTH 83°54'36" WEST, 463.88 FEET;  
THENCE SOUTH 84°15'13" WEST, 834.07 FEET;  
THENCE NORTH 84°20'02" WEST, 390.88 FEET;  
THENCE SOUTH 01°47'14" WEST, 157.83 FEET;  
THENCE SOUTH 53°04'43" EAST, 484.02 FEET;  
THENCE SOUTH 79°48'28" EAST, 652.77 FEET;  
THENCE SOUTH 68°10'10" EAST, 283.99 FEET;  
THENCE SOUTH 37°53'17" EAST, 769.99 FEET TO THE WESTERLY RIGHT OF WAY LINE  
OF PARCEL 1 OF SAID DECLARATION OF DEDICATION, (104.00 FEET WIDE);  
THENCE SOUTH 50°02'12" EAST, 52.00 FEET TO THE BEGINNING OF A NON-TANGENT  
CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1100.00 FEET, A RADIAL  
LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF NORTH 50°02'12" WEST,  
SAID POINT BEING THE CENTERLINE OF SAID DECLARATION OF DEDICATION;  
THENCE, ALONG SAID CENTERLINE, NORTHEASTERLY ALONG SAID CURVE 117.81 FEET  
THROUGH A CENTRAL ANGLE OF 06°08'11";  
THENCE NORTH 43°54'01" WEST, RADIAL TO SAID CURVE, 52.00 FEET TO THE  
WESTERLY RIGHT OF WAY OF SAID DECLARATION OF DEDICATION;  
THENCE NORTH 40°21'50" WEST, 52.79 FEET;  
THENCE NORTH 18°39'53" EAST, 360.39 FEET;  
THENCE NORTH 08°51'54" EAST, 400.00 FEET;

16181 NAME p:\NN N 31189 000.doc (DAK) (d rev doc) N 31189 000.doc (DAK) (d rev doc)



2898-838255  
02-02-2008 09:00 AM  
18 of 38

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE NORTH 19°26'12" WEST, 283.72 FEET;

THENCE NORTH 57°01'48" WEST, 71.42 FEET;

THENCE NORTH 32°58'12" EAST, 233.63 FEET;

THENCE SOUTH 75°35'39" EAST, 363.35 FEET;

THENCE SOUTH 36°22'07" EAST, 264.81 FEET;

THENCE SOUTH 04°04'43" EAST, 402.17 FEET TO A POINT ON THE NORTHWESTERLY  
RIGHT OF WAY OF PARCEL 1 OF SAID DECLARATION OF DEDICATION;

THENCE SOUTH 44°41'17" EAST, 52.00 FEET TO THE BEGINNING OF A NON-TANGENT  
CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 5000.00 FEET, A RADIAL  
LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF SOUTH 44°41'17" EAST,  
SAID POINT BEING THE CENTERLINE OF SAID DECLARATION OF DEDICATION;

THENCE, ALONG SAID CENTERLINE, SOUTHWESTERLY ALONG SAID CURVE 395.70 FEET  
THROUGH A CENTRAL ANGLE OF 04°32'04";

THENCE, CONTINUING ALONG SAID CENTERLINE, SOUTH 49°50'47" WEST, 128.34  
FEET TO THE **POINT OF BEGINNING**.

DESCRIBED PARCEL CONTAINING 121.65 ACRES AND AS SHOWN ON ATTACHED EXHIBIT  
"B".

**PARCEL "B":**

THAT PORTION OF PARCEL MAP 19015 AS SHOWN BY MAP ON FILE IN BOOK 149 OF  
PARCEL MAPS, AT PAGES 27 THROUGH 35 INCLUSIVE, RECORDS OF RIVERSIDE  
COUNTY, STATE OF CALIFORNIA WITHIN SECTION 31 TOWNSHIP 2 SOUTH, RANGE 1  
WEST, SAN BERNARDINO BASE AND MERIDIAN, MORE PARTICULAR DESCRIBED AS  
FOLLOWS:

**COMMENCING** AT THE WEST QUARTER CORNER OF SAID SECTION 31, AS SHOWN ON SAID  
PARCEL MAP;

THENCE, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION,  
NORTH 89°49'58" EAST, 246.46 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE, CONTINUING ALONG SAID SOUTH LINE, NORTH 89°49'58" EAST, 617.52  
FEET;

17 THE NAME p:\NN 31389 000 doc\OAKI GI rev.doc\NN 31389 000 doc\OAKI GI rev.doc



2000-039255

02.02.2000 08:00A  
18 of 50





**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

...VE CONCAVE WESTERLY AND HAVING A RADIUS OF 405.00 FEET, A RADIAL LINE  
... SAID CURVE TO SAID POINT HAVING A BEARING OF SOUTH 63°36'47" EAST;

THENCE NORTHERLY ALONG SAID CURVE 87.21 FEET THROUGH A CENTRAL ANGLE OF  
12°20'16";

THENCE NORTH 36°14'27" WEST, 463.97 FEET;

THENCE NORTH 00°10'02" WEST, 98.00 FEET, TO THE **TRUE POINT OF BEGINNING.**

DESCRIBED PARCEL CONTAINING 4.57 ACRES AND AS SHOWN ON ATTACHED EXHIBIT  
"B".

**PARCEL "J":**

THAT PORTION OF PARCEL MAP 19015 AS SHOWN BY MAP ON FILE IN BOOK 149 OF  
PARCEL MAPS, AT PAGES 27 THROUGH 35 INCLUSIVE, RECORDS OF RIVERSIDE  
COUNTY, STATE OF CALIFORNIA WITHIN SECTION 31 TOWNSHIP 2 SOUTH, RANGE 1  
WEST, SAN BERNARDINO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

**COMMENCING** AT THE WEST QUARTER CORNER OF SAID SECTION 31, AS SHOWN ON SAID  
PARCEL MAP;

THENCE, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION,  
NORTH 89°49'58" EAST, 1344.23 FEET TO THE **TRUE POINT OF BEGINNING;**

THENCE, CONTINUING ALONG SAID SOUTH LINE, NORTH 89°49'58" EAST, 50.00  
FEET;

THENCE SOUTH 00°10'02" EAST, 324.85 FEET TO THE BEGINNING OF A TANGENT  
CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 673.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE 145.10 FEET THROUGH A CENTRAL ANGLE OF  
12°21'10";

THENCE SOUTH 76°32'14" EAST, 361.30 FEET;

THENCE SOUTH 22°56'24" WEST, 197.09 FEET TO THE BEGINNING OF A TANGENT  
CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 516.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE 129.49 FEET THROUGH A CENTRAL ANGLE  
OF 14°22'43";

THENCE SOUTH 37°19'08" WEST, 221.21 FEET;

19111NAME p\N\N 31189 000 doc OAKI G\res doc\N 31189 000 doc OAKI



2008-03255  
08/02/2008 09:00  
21 of 30

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE SOUTH 52°40'52" EAST, 50.72 FEET;  
THENCE SOUTH 81°39'06" EAST, 112.00 FEET;  
THENCE SOUTH 08°20'54" WEST, 88.27 FEET;  
THENCE SOUTH 42°00'06" WEST, 40.70 FEET;  
THENCE NORTH 47°59'54" WEST, 145.71 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 311.34 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF SOUTH 69°35'53" EAST;  
THENCE SOUTHWESTERLY ALONG SAID CURVE 419.04 FEET THROUGH A CENTRAL ANGLE OF 77°06'55";  
THENCE NORTH 82°28'58" WEST, 94.74 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 205.00 FEET;  
THENCE NORTHWESTERLY ALONG SAID CURVE 314.02 FEET THROUGH A CENTRAL ANGLE OF 87°45'55";  
THENCE NORTH 05°34'57" EAST, 142.27 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 95.00 FEET;  
THENCE NORTHEASTERLY ALONG SAID CURVE 72.42 FEET THROUGH A CENTRAL ANGLE OF 43°40'34";  
THENCE NORTH 49°15'31" EAST, 72.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 250.00 FEET;  
THENCE NORTHEASTERLY ALONG SAID CURVE 68.96 FEET THROUGH A CENTRAL ANGLE OF 15°48'19" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 405.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF SOUTH 24°56'10" EAST;  
THENCE NORTHEASTERLY ALONG SAID CURVE 273.39 FEET THROUGH A CENTRAL ANGLE OF 38°40'37";  
THENCE SOUTH 61°17'48" EAST, 174.19 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 623.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF SOUTH 59°55'01" EAST;  
THENCE NORTHERLY ALONG SAID CURVE 328.92 FEET THROUGH A CENTRAL ANGLE OF 30°15'01";

2018 ENAMEL p p s n n 31389 000 doc OAKI GI rev doc N 31389 000 doc OAKI GI rev doc



2000-039255  
02/02/2008 08 000  
22 of 30

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE NORTH 00°10'02" WEST, 324.85 FEET TO THE **TRUE POINT OF BEGINNING**.  
DESCRIBED PARCEL CONTAINING 10.41 ACRES AND AS SHOWN ON ATTACHED EXHIBIT  
"B".

**PARCEL "K" REVISED:**

THAT PORTION OF PARCEL MAP 19015 AS SHOWN BY MAP ON FILE IN BOOK 149 OF  
PARCEL MAPS, AT PAGES 27 THROUGH 35 INCLUSIVE, RECORDS OF RIVERSIDE  
COUNTY, STATE OF CALIFORNIA AND A PORTION OF THE WEST HALF OF SECTION 32,  
TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN  
ON RECORD OF SURVEY ON FILE IN BOOK 80 OF RECORDS OF SURVEY, PAGES 78  
THROUGH 89, INCLUSIVE, RECORDS OF SAID COUNTY, MORE PARTICULAR DESCRIBED  
AS FOLLOWS:

**COMMENCING** AT THE WEST QUARTER CORNER OF SECTION 31 TOWNSHIP 2 SOUTH,  
RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON SAID PARCEL  
MAP;

THENCE, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION,  
NORTH 89°49'58" EAST, 1642.76 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 00°43'26" WEST, 525.80 FEET;

THENCE SOUTH 22°56'24" WEST, 202.17 FEET TO THE BEGINNING OF A TANGENT  
CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 516.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE 129.49 FEET THROUGH A CENTRAL ANGLE  
OF 14°22'44";

THENCE SOUTH 37°19'08" WEST, 221.21 FEET;

THENCE SOUTH 52°40'52" EAST, 50.72 FEET;

THENCE SOUTH 81°39'06" WEST, 112.00 FEET;

THENCE SOUTH 08°20'54" WEST, 88.27 FEET;

THENCE SOUTH 42°00'06" WEST, 40.70 FEET;

THENCE SOUTH 47°59'54" EAST, 786.24 FEET;

THENCE SOUTH 61°35'50" EAST, 447.06 FEET;

21 FILENAME p:\NN 3189 000.dwg OAKI GI res doc\NN 3189 000.dwg OAKI GI res doc



2669-839255  
02-02-2008 08:50:09  
23 of 50

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE NORTH 73°32'44" EAST, 488.71 FEET;

THENCE NORTH 65°21'28" EAST, 110.26 FEET;

THENCE NORTH 73°32'49" EAST, 79.15 FEET;

THENCE NORTH 80°04'45" EAST, 137.99 FEET;

THENCE NORTH 64°44'30" EAST, 723.05 FEET;

THENCE NORTH 19°56'46" EAST, 128.08 FEET;

THENCE SOUTH 84°46'44" EAST, 112.70 FEET;

THENCE SCUTH 01°15'33" WEST, 51.13 FEET;

THENCE SCUTH 83°36'03" EAST, 320.89 FEET;

THENCE NORTH 48°46'38" EAST, 742.94 FEET;

THENCE NORTH 87°42'07" EAST, 541.56 FEET;

THENCE NORTH 63°39'13" EAST, 860.19 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF DESERT LAWN DRIVE, BEING A PORTION OF INTERSTATE 10 RIGHT OF WAY, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, NORTH 49°50'10" WEST, 1192.89 FEET, TO A POINT ON THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32;

THENCE, ALONG SAID WESTERLY LINE, SOUTH 01°34'53" WEST, 312.70 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 32;

THENCE, ALONG THE NORTHERLY LINE OF SAID PARCEL MAP, ALSO BEING THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, SOUTH 89°51'48" WEST, 2591.00 FEET, TO THE CENTER OF SAID SECTION;

THENCE, ALONG THE NORTHERLY LINE OF SAID PARCEL MAP, ALSO BEING THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, SOUTH 89°49'58" WEST, 1072.14 FEET TO THE **TRUE POINT OF BEGINNING**.

DESCRIBED PARCEL CONTAINING 136.64 ACRES AND AS SHOWN ON ATTACHED EXHIBIT "B".

221818NAME p:SN N 31389 000 ds. OAKI G res ds: N 31389 000 ds. OAKI G res ds:



2000-030235  
00:00:00000000  
29 of 30



**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

ENCE, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH  
9°24'53" EAST, 574.64 FEET;

THENCE, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH  
01°09'26" WEST, 32.05 FEET;

THENCE, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH  
49°25'59" EAST, 456.56 FEET;

THENCE, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH  
48°12'35" EAST, 82.21 FEET;

THENCE, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH  
40°14'52" EAST, 200.15 FEET;

THENCE, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH  
35°32'37" EAST, 199.43 FEET;

THENCE, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH  
41°40'52" EAST, 16.86 FEET TO THE SOUTHERLY LINE OF SAID SECTION 32;

THENCE, ALONG SAID SOUTHERLY LINE OF SAID SECTION, SOUTH 89°53'20" WEST,  
678.32 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION;

THENCE, CONTINUING ALONG SAID SOUTHERLY LINE OF SAID SECTION 32, SOUTH  
89°52'08" WEST, 2642.73 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 32;

THENCE, ALONG THE SOUTHERLY LINE OF SAID SECTION 31, SOUTH 89°47'44" WEST,  
2287.43 FEET TO THE **TRUE POINT OF BEGINNING**.

DESCRIBED PARCEL CONTAINING 113.63 ACRES AND AS SHOWN ON ATTACHED EXHIBIT  
"B".

**PARCEL "M":**

THAT PORTION OF PARCEL MAP 19015 AS SHOWN BY MAP ON FILE IN BOOK 149 OF  
PARCEL MAPS, AT PAGES 27 THROUGH 35 INCLUSIVE, RECORDS OF RIVERSIDE  
COUNTY, STATE OF CALIFORNIA AND A PORTION OF THE WEST HALF OF SECTION 32,  
TOWNSHIP 2 SOUTH, RANGE 3 WEST, AND A PORTION OF THE NORTHWEST QUARTER OF  
SECTION 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, BOTH OF SAN BERNARDINO BASE  
AND MERIDIAN, AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 80 OF RECORDS  
OF SURVEY, PAGES 78 THROUGH 89, INCLUSIVE, RECORDS OF SAID COUNTY, MORE  
PARTICULAR DESCRIBED AS FOLLOWS:

241815456 p. 555 11389000.doc (PAA) (d) rev. 06/05 11389000.doc (PAA) (d) rev. 06/05



2600-633235  
02.02.2008 08:00A  
24 of 38

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE SOUTH 49°15'31" WEST, 72.40 FEET TO THE BEGINNING OF A TANGENT  
CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 95.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE 72.42 FEET THROUGH A CENTRAL ANGLE  
OF 43°40'34";

THENCE SOUTH 05°34'57" WEST, 142.27 FEET TO THE BEGINNING OF A NON-TANGENT  
CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 205.00 FEET, A RADIAL  
LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF NORTH 84°43'03" WEST;

THENCE SOUTHEASTERLY ALONG SAID CURVE 314.02 FEET THROUGH A CENTRAL ANGLE  
OF 87°45'55";

THENCE SOUTH 82°28'58" EAST, 94.74 FEET TO THE BEGINNING OF A TANGENT  
CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 311.34 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE 419.04 FEET THROUGH A CENTRAL ANGLE  
OF 77°06'55";

THENCE SOUTH 47°59'54" EAST, 931.95 FEET;

THENCE SOUTH 61°35'50" EAST, 447.06 FEET;

THENCE NORTH 73°32'44" EAST, 488.71 FEET;

THENCE NORTH 65°21'28" EAST, 110.26 FEET;

THENCE NORTH 73°32'49" EAST, 79.13 FEET;

THENCE NORTH 80°04'45" EAST, 137.99 FEET;

THENCE NORTH 64°44'30" EAST, 723.07 FEET;

THENCE NORTH 19°56'46" EAST, 128.08 FEET;

THENCE SOUTH 84°46'44" EAST, 112.70 FEET;

THENCE SOUTH 01°15'33" WEST, 51.13 FEET;

THENCE SOUTH 83°36'03" EAST, 320.89 FEET;

THENCE NORTH 48°46'38" EAST, 742.94 FEET;

THENCE NORTH 87°42'07" EAST, 541.63 FEET;

26 FILENAME: p:\NN\N\31389.000\doc\OAKLGL.rev.doc N\31389.000\doc\OAKLGL.rev.doc



2000-030255  
02/02/2000 08 00R  
28 of 39



**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE NORTH 63°39'13" EAST, 860.14 FEET, TO A POINT ON THE SOUTHWESTERLY  
RIGHT OF WAY LINE OF INTERSTATE 10 AS SHOWN ON SAID RECORD OF SURVEY;

THENCE, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 49°50'10" EAST,  
445.58 FEET;

THENCE, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH  
52°17'18" EAST, 486.63 FEET;

THENCE, LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 32°22'18"  
WEST, 244.39 FEET;

THENCE SOUTH 74°01'21" WEST, 1385.73 FEET;

THENCE NORTH 76°57'22" WEST, 537.19 FEET;

THENCE SOUTH 58°58'30" WEST, 540.56 FEET;

THENCE SOUTH 73°32'17" WEST, 685.28 FEET;

THENCE SOUTH 56°25'50" WEST, 622.76 FEET;

THENCE SOUTH 45°44'18" WEST, 436.18 FEET TO THE SOUTH LINE OF SAID PARCEL  
MAP AND THE SOUTH LINE OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN  
BERNARDINO BASE AND MERIDIAN;

THENCE, ALONG SAID SOUTH LINE, SOUTH 89°47'44" WEST, 347.06 FEET TO THE  
SOUTH QUARTER CORNER OF SAID SECTION 31;

THENCE, CONTINUING ALONG SAID SOUTH LINE, SOUTH 89°44'09" WEST, 386.00  
FEET;

THENCE, LEAVING SAID SOUTH LINE, NORTH 00°15'51" WEST, 49.00 FEET;

THENCE NORTH 59°12'05" WEST, 1072.33 FEET TO THE BEGINNING OF A TANGENT  
CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 260.00 FEET;

THENCE WESTERLY ALONG SAID CURVE 159.54 FEET THROUGH A CENTRAL  
ANGLE OF 35°09'25";

THENCE SOUTH 71°05'23" WEST, 131.40 FEET;

THENCE SOUTH 58°33'20" WEST, 722.84 FEET;

THENCE SOUTH 82°04'17" WEST, 415.63 FEET;

27 FILENAME \\p\NN\N\31389.000\doc\OAKLGI.rev.doc\N\31389.000\doc\OAKLGI.rev.doc



2030-039255  
02/02/2000 08:00A  
29 of 59

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE NORTH 75°45'53" WEST, 248.48 FEET;  
THENCE SOUTH 86°35'54" WEST, 202.16 FEET;  
THENCE NORTH 77°01'01" WEST, 134.58 FEET;  
THENCE SOUTH 71°58'42" WEST, 615.50 FEET;  
THENCE SOUTH 58°53'16" WEST, 418.44 FEET;  
THENCE NORTH 89°08'49" WEST, 405.62 FEET;  
THENCE SOUTH 77°37'28" WEST, 399.66 FEET;  
THENCE NORTH 37°38'29" WEST, 99.78 FEET TO THE BEGINNING OF A TANGENT  
CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 450.00 FEET;  
THENCE NORTHWESTERLY ALONG SAID CURVE 118.21 FEET THROUGH A CENTRAL ANGLE  
OF 15°03'04";  
THENCE NORTH 22°35'25" WEST, 107.87 FEET;  
THENCE NORTH 24°26'11" WEST, 272.41 FEET;  
THENCE NORTH 19°46'49" EAST, 705.38 FEET;  
THENCE NORTH 00°12'46" WEST, 405.36 FEET TO THE BEGINNING OF A NON-TANGENT  
CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 181.00 FEET, A RADIAL LINE  
OF SAID CURVE TO SAID POINT HAVING A BEARING OF SOUTH 86°32'59" WEST;  
THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG SAID CURVE 568.63 FEET  
THROUGH A CENTRAL ANGLE OF 180°00'00";  
THENCE SOUTH 10°28'01" EAST, 387.77 FEET;  
THENCE SOUTH 39°50'37" EAST, 187.17 FEET, TO THE NORTHWESTERLY RIGHT OF  
WAY LINE OF PARCEL 1, (104.00 FEET WIDE), OF SAID DECLARATION OF  
DEDICATION;  
THENCE SOUTH 65°33'36" EAST, 52.00 FEET TO THE BEGINNING OF A NON-TANGENT  
CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1500.00 FEET, A RADIAL  
LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF SOUTH 65°33'36" EAST,  
SAID POINT BEING ON THE CENTERLINE OF SAID PARCEL 1;  
THENCE, ALONG SAID CENTERLINE, SOUTHWESTERLY ALONG SAID CURVE 587.76 FEET  
THROUGH A CENTRAL ANGLE OF 22°27'03";

28 FILENAME lp\jnn\N\31389.000\doc\OAKLGLrev.doc\N\31389.000\doc\OAKLGLrev.doc



2000-039255  
02/02/2000 08:00A  
30 of 39

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4183**

THENCE, LEAVING SAID CENTERLINE, SOUTH 43°06'33" EAST, 103.78 FEET;  
THENCE SOUTH 87°55'23" EAST, 293.48 FEET;  
THENCE NORTH 72°59'34" EAST, 558.74 FEET;  
THENCE NORTH 66°47'06" EAST, 497.47 FEET;  
THENCE NORTH 29°21'44" EAST, 145.50 FEET;  
THENCE NORTH 10°42'12" WEST, 495.41 FEET;  
THENCE NORTH 40°40'37" EAST, 156.43 FEET;  
THENCE NORTH 58°50'38" EAST, 268.49 FEET;  
THENCE NORTH 19°19'53" EAST, 221.96 FEET;  
THENCE NORTH 46°49'04" WEST, 286.95 FEET;  
THENCE NORTH 27°11'41" WEST, 339.95 FEET;  
THENCE NORTH 82°42'05" WEST, 279.28 FEET;  
THENCE NORTH 41°11'47" WEST, 750.45 FEET TO THE EASTERLY RIGHT OF WAY LINE  
OF PARCEL 1, (104.00 FEET WIDE), OF SAID DECLARATION OF DEDICATION;  
THENCE NORTH 59°33'54" WEST, 52.00 FEET TO THE BEGINNING OF A NON-TANGENT  
CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1100.00 FEET, A RADIAL  
LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF NORTH 59°33'54" WEST,  
SAID POINT BEING ON THE CENTERLINE OF SAID PARCEL 1;  
THENCE, ALONG SAID CENTERLINE, SOUTHWESTERLY ALONG SAID CURVE 121.53 FEET  
THROUGH A CENTRAL ANGLE OF 06°19'49";  
THENCE, LEAVING SAID CENTERLINE, NORTH 65°53'43" WEST, 52.00 FEET TO THE  
WESTERLY RIGHT OF WAY LINE OF PARCEL 1, (104.00 FEET WIDE), OF SAID  
DECLARATION OF DEDICATION;  
THENCE NORTH 62°52'13" WEST, 197.44 FEET;  
THENCE NORTH 35°29'47" WEST, 516.30 FEET;  
THENCE NORTH 66°09'19" WEST, 801.30 FEET;  
THENCE NORTH 88°13'49" WEST, 219.20 FEET;

29\FRENAME p\N\N 31389 000\doc\OAKI GI rev doc\N N 31389 000\doc\OAKI GI rev doc



2008-030255  
02/02/2008 08:00A  
31 of 50

MICKENRAPHICS DIVISION

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE NORTH 65°14'24" WEST, 967.80 FEET;

THENCE SOUTH 10°58'22" EAST, 603.10 FEET;

THENCE SOUTH 33°16'14" EAST, 737.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 115.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE 232.98 FEET THROUGH A CENTRAL ANGLE OF 116°04'55", A LINE RADIAL TO SAID CURVE AT SAID POINT BEARS SOUTH 07°11'39" EAST;

THENCE SOUTH 19°15'48" EAST, 35.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET;

THENCE SOUTHERLY AND EASTERLY ALONG SAID CURVE 88.56 FEET THROUGH A CENTRAL ANGLE OF 78°03'55";

THENCE NORTH 82°40'17" EAST, 23.66 FEET;

THENCE NORTH 80°10'20" EAST, 37.48 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 65.00 FEET;

THENCE EASTERLY ALONG SAID CURVE 35.96 FEET THROUGH A CENTRAL ANGLE OF 31°41'51";

THENCE SOUTH 68°07'49" EAST, 3.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 120.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE 25.75 FEET THROUGH A CENTRAL ANGLE OF 12°17'36";

THENCE SOUTH 55°50'13" EAST, 17.60 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 83.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE 24.81 FEET THROUGH A CENTRAL ANGLE OF 17°07'33";

THENCE SOUTH 72°57'46" EAST, 25.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 107.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE 66.17 FEET THROUGH A CENTRAL ANGLE OF 35°26'00";

THENCE SOUTH 37°31'46" EAST, 13.77 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 340.00 FEET;

30 FILENAME p:\N\N 31389 000 doc\OAKLGI rev.doc\N\N 31389 000 doc\OAKLGI rev.doc



2000-839255  
00-02/2000 00 000  
32 of 58

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE SOUTHEASTERLY ALONG SAID CURVE 31.97 FEET THROUGH A CENTRAL ANGLE OF 05°23'13";

THENCE SOUTH 42°54'59" EAST, 22.89 FEET;

THENCE SOUTH 62°31'41" EAST, 218.27 FEET;

THENCE SOUTH 89°53'10" EAST, 38.64 FEET;

THENCE SOUTH 65°36'59" EAST, 32.83 FEET;

THENCE SOUTH 26°42'43" EAST, 33.37 FEET;

THENCE SOUTH 62°31'41" EAST, 70.12 FEET;

THENCE SOUTH 14°46'44" EAST, 254.47 FEET;

THENCE SOUTH 16°43'07" WEST, 443.08 FEET;

THENCE NORTH 49°46'20" WEST, 644.67 FEET;

THENCE NORTH 11°39'32" EAST, 77.78 FEET;

THENCE NORTH 23°16'15" EAST, 142.28 FEET;

THENCE NORTH 09°53'00" EAST, 72.87 FEET;

THENCE NORTH 43°02'28" EAST, 179.70 FEET;

THENCE NORTH 42°54'59" WEST, 32.32 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 360.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE 33.85 FEET THROUGH A CENTRAL ANGLE OF 05°23'13";

THENCE NORTH 37°31'46" WEST, 13.77 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 87.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE 53.80 FEET THROUGH A CENTRAL ANGLE OF 35°26'00";

THENCE NORTH 72°57'46" WEST, 25.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 103.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE 30.79 FEET THROUGH A CENTRAL ANGLE OF 17°07'33";

31 FILENAME p:\INN N 31389 000.doc\OAKLGLrev doc\N N 31389 000.doc\OAKLGLrev doc



2008-030255  
02/02/2008 08:08  
33 of 38

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE NORTH 55°50'13" WEST, 17.60 FEET TO THE BEGINNING OF A TANGENT  
CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE 21.46 FEET THROUGH A CENTRAL  
ANGLE OF 12°17'36";

THENCE NORTH 68°07'49" WEST, 3.18 FEET TO THE BEGINNING OF A TANGENT CURVE  
CONCAVE SOUTHERLY AND HAVING A RADIUS OF 45.00 FEET;

THENCE WESTERLY ALONG SAID CURVE 24.90 FEET THROUGH A CENTRAL ANGLE OF  
31°41'51";

THENCE SOUTH 80°10'20" WEST, 37.92 FEET;

THENCE SOUTH 82°40'17" WEST, 23.88 FEET TO THE BEGINNING OF A TANGENT  
CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 85.00 FEET;

THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE 115.81 FEET THROUGH  
A CENTRAL ANGLE OF 78°03'55";

THENCE NORTH 19°15'48" EAST, 41.40 FEET TO A POINT OF CUSP ON A CURVE  
CONCAVE NORTHERLY AND HAVING A RADIUS OF 115.00 FEET, A RADIAL LINE  
THROUGH SAID POINT OF CUSP BEARS SOUTH 03°08'33" WEST;

THENCE WESTERLY ALONG SAID CURVE 71.81 FEET THROUGH A CENTRAL ANGLE OF  
35°46'39";

THENCE NORTH 51°04'48" WEST, 579.41 FEET;

THENCE NORTH 32°11'42" WEST, 381.52 FEET;

THENCE NORTH 08°12'51" WEST, 702.45 FEET;

THENCE NORTH 47°23'07" WEST, 172.27 FEET;

THENCE SOUTH 80°27'14" WEST, 763.40 FEET;

THENCE NORTH 79°34'12" WEST, 733.04 FEET;

THENCE NORTH 76°34'39" WEST, 1545.08 FEET TO THE BEGINNING OF A NON-  
TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 140.00 FEET, A  
RADIAL LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF SOUTH  
13°57'39" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE 126.78 FEET THROUGH A CENTRAL ANGLE  
OF 51°53'09";

32 FILENAME p:\NN N 31389 000.doc\OAKLGI rev.doc\N N 31389 000.doc\OAKLGI rev.doc



2008-03255  
02/02/2008 08:08A  
34 of 58

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE SOUTH 74°03'35" WEST, 175.39 FEET;  
THENCE SOUTH 20°47'56" EAST, 80.22 FEET;  
THENCE SOUTH 01°36'24" EAST, 541.23 FEET;  
THENCE SOUTH 46°07'31" WEST, 255.74 FEET TO THE BEGINNING OF A TANGENT  
CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 140.00 FEET;  
THENCE WESTERLY AND NORTHWESTERLY ALONG SAID CURVE 346.65 FEET THROUGH A  
CENTRAL ANGLE OF 141°52'12";  
THENCE NORTH 07°49'31" EAST, 680.48 FEET TO THE BEGINNING OF A TANGENT  
CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 141.00 FEET;  
THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG SAID CURVE 372.52 FEET  
THROUGH A CENTRAL ANGLE OF 151°22'33";  
THENCE SOUTH 20°47'56" EAST, 14.32 FEET;  
THENCE NORTH 74°03'35" EAST, 175.65 FEET TO THE BEGINNING OF A NON-TANGENT  
CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 140.00 FEET, A RADIAL  
LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF SOUTH 74°03'35" WEST;  
THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE 248.63 FEET THROUGH A  
CENTRAL ANGLE OF 101°45'19";  
THENCE NORTH 89°15'10" EAST, 684.61 FEET;  
THENCE SOUTH 62°43'53" EAST, 579.22 FEET;  
THENCE NORTH 82°10'17" EAST, 353.34 FEET;  
THENCE SOUTH 79°13'03" EAST, 212.92 FEET;  
THENCE SOUTH 70°20'02" EAST, 416.04 FEET;  
THENCE SOUTH 84°59'50" EAST, 211.48 FEET;  
THENCE NORTH 82°19'48" EAST, 243.87 FEET;  
THENCE NORTH 88°12'49" EAST, 330.01 FEET;  
THENCE NORTH 11°10'09" EAST, 287.62 FEET;  
THENCE NORTH 88°10'44" EAST, 562.38 FEET;

33 FILENAME: p:\INN N 31389 000.doc\OAK1.GI rev doc\N N 31389 000.doc\OAK1.GI rev doc



2000-033255  
02/02/2000 08 50A  
35 of 59

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE SOUTH 84°28'58" EAST, 406.73 FEET;  
THENCE NORTH 89°13'40" EAST, 299.27 FEET;  
THENCE SOUTH 88°52'35" EAST, 185.54 FEET;  
THENCE NORTH 01°07'25" EAST, 12.00 FEET;  
THENCE SOUTH 88°52'35" EAST, 25.00 FEET;  
THENCE SOUTH 01°07'25" WEST, 12.00 FEET;  
THENCE SOUTH 88°52'35" EAST, 78.46 FEET;  
THENCE NORTH 75°08'49" EAST, 604.72 FEET;  
THENCE NORTH 89°48'28" EAST, 140.84 FEET;  
THENCE SOUTH 72°51'36" EAST, 454.39 FEET;  
THENCE SOUTH 53°38'22" EAST, 486.91 FEET;  
THENCE SOUTH 32°58'12" WEST, 210.85 FEET;  
THENCE NORTH 57°01'48" WEST, 122.94 FEET;  
THENCE NORTH 83°54'36" WEST, 463.88 FEET;  
THENCE SOUTH 84°15'13" WEST, 834.07 FEET;  
THENCE NORTH 84°20'02" WEST, 390.88 FEET;  
THENCE SOUTH 01°47'14" WEST, 157.83 FEET;  
THENCE SOUTH 53°04'43" EAST, 484.02 FEET;  
THENCE SOUTH 79°48'28" EAST, 652.77 FEET;  
THENCE SOUTH 68°10'10" EAST, 283.99 FEET;  
  
THENCE SOUTH 37°53'17" EAST, 769.99 FEET TO A POINT ON THE NORTHWESTERLY  
RIGHT OF WAY LINE OF PARCEL 1, (104.00 FEET WIDE), OF SAID DECLARATION OF  
DEDICATION;  
  
THENCE SOUTH 50°02'12" EAST, 52.00 FEET TO THE BEGINNING OF A NON-TANGENT  
CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1100.00 FEET, A RADIAL

34 FILENAME p:\NS\N 31389 000.doc\OAKLGI.rev doc\N N 31389 000.doc\OAKLGI rev.doc



2688-839255  
02/02/2009 08:09A  
36 of 59



**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF NORTH 50°02'12" WEST,  
SAID POINT ALSO BEING THE CENTERLINE OF SAID DECLARATION OF DEDICATION;

THENCE, ALONG SAID CENTERLINE, NORTHEASTERLY ALONG SAID CURVE 117.81 FEET  
THROUGH A CENTRAL ANGLE OF 06°08'11";

THENCE, LEAVING SAID CENTERLINE, NORTH 43°54'01" WEST, 52.00 FEET, TO A  
POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF PARCEL 1, (104.00 FEET  
WIDE), OF SAID DECLARATION OF DEDICATION;

THENCE NORTH 40°21'50" WEST, 52.79 FEET;

THENCE NORTH 18°39'53" EAST, 360.39 FEET;

THENCE NORTH 08°51'54" EAST, 400.00 FEET;

THENCE NORTH 19°26'12" WEST, 283.72 FEET;

THENCE NORTH 57°01'48" WEST, 71.42 FEET;

THENCE NORTH 32°58'12" EAST, 233.63 FEET;

THENCE SOUTH 75°35'39" EAST, 363.35 FEET;

THENCE SOUTH 36°22'07" EAST, 264.81 FEET;

THENCE SOUTH 04°04'43" EAST, 402.17 FEET TO A POINT ON THE NORTHWESTERLY  
RIGHT OF WAY LINE OF PARCEL 1 (104.00 FEET WIDE) OF SAID DECLARATION OF  
DEDICATION;

THENCE SOUTH 44°41'17" EAST, 52.00 FEET TO THE BEGINNING OF A NON-TANGENT  
CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 5000.00 FEET, A RADIAL  
LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF SOUTH 44°41'17" EAST,  
SAID POINT ALSO BEING THE CENTERLINE OF SAID DECLARATION OF DEDICATION;

THENCE, ALONG SAID CENTERLINE, SOUTHWESTERLY ALONG SAID CURVE 395.70 FEET  
THROUGH A CENTRAL ANGLE OF 04°32'04";

THENCE, CONTINUING ALONG SAID CENTERLINE, SOUTH 49°50'47" WEST, 128.34  
FEET TO THE **POINT OF BEGINNING**.

DESCRIBED PARCEL CONTAINING 345.67 ACRES AND AS SHOWN ON ATTACHED EXHIBIT  
"B".

**PARCEL " N":**

35 FILENAME p [NN N 31389 000.doc\OAKLGL.rev.doc\N N 31389 000.doc\OAKL Gl rev.doc



2008-033255  
02/02/2008 08 06A  
37 of 39

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THAT PORTION OF PARCEL 11 OF PARCEL MAP 19015 AS SHOWN BY MAP ON FILE IN BOOK 149 OF PARCEL MAPS, AT PAGES 27 THROUGH 35 INCLUSIVE, RECORDS OF

RIVERSIDE COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHEASTERLY CORNER OF SAID PARCEL 11, BEING ON THE NORTHERLY RIGHT OF WAY THE SOUTHERN PACIFIC RAILROAD, BEING 100 FEET WIDE, ALSO BEING THE DISTINCTIVE BORDER AS SHOWN ON SAID PARCEL MAP AND THE EAST LINE OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN;

THENCE, ALONG SAID RIGHT OF WAY, SOUTH 83°19'12" WEST, 423.76 FEET;

THENCE, LEAVING SAID RIGHT OF WAY, NORTH 05°04'38" WEST, 328.84 FEET;

THENCE NORTH 44°52'30" EAST, 416.08 FEET;

THENCE NORTH 89°25'55" EAST, 154.07 FEET TO THE EAST LINE OF SAID SECTION 1;

THENCE, ALONG SAID EAST LINE, SOUTH 00°14'00" EAST, 574.65 FEET TO THE **POINT OF BEGINNING**.

DESCRIBED PARCEL CONTAINING 5.08 ACRES AND AS SHOWN ON ATTACHED EXHIBIT "B".

**PARCEL "O":**

THAT PORTION OF PARCEL MAP 19015 AS SHOWN BY MAP ON FILE IN BOOK 149 OF PARCEL MAPS, AT PAGES 27 THROUGH 35 INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS NORTH 43°44'35" WEST, 9680.45 FEET ON THE NORTHEASTERLY RIGHT OF WAY THE SOUTHERN PACIFIC RAILROAD, BEING 100 FEET WIDE, ALSO BEING THE DISTINCTIVE BORDER AS SHOWN ON SAID PARCEL MAP;

THENCE, ALONG SAID RIGHT OF WAY, NORTH 43°44'35" WEST, 4158.33 FEET;

THENCE, LEAVING SAID RIGHT OF WAY, NORTH 46°56'53" EAST, 427.38 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 485.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF SOUTH 39°02'41" WEST;

36 FILENAME: p:\NN N 31389 000.doc\OAKI GI.rev.doc\N N 31389 000.doc\OAKI GI.rev.doc



2668-838255  
02/02/2008 08:00A  
38 of 59

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE EASTERLY ALONG SAID CURVE 297.97 FEET THROUGH A CENTRAL ANGLE OF  
89°12'03";

THENCE SOUTH 36°31'15" EAST, 336.82 FEET;

THENCE SOUTH 42°57'48" EAST, 718.48 FEET;

THENCE SOUTH 27°11'02" EAST, 272.78 FEET;

THENCE SOUTH 49°32'35" EAST, 774.06 FEET;

THENCE SOUTH 41°55'37" EAST, 591.74 FEET;

THENCE SOUTH 54°26'01" EAST, 305.02 FEET;

THENCE SOUTH 21°04'23" EAST, 303.80 FEET;

THENCE SOUTH 49°13'52" EAST, 647.47 FEET;

THENCE SOUTH 52°50'33" EAST, 663.49 FEET;

THENCE SOUTH 17°43'02" EAST, 192.81 FEET;

THENCE SOUTH 57°43'54" EAST, 622.36 FEET;

THENCE NORTH 54°00'32" EAST, 903.37 FEET;

THENCE NORTH 81°36'18" EAST, 539.38 FEET TO THE BEGINNING OF A TANGENT  
CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 250.00 FEET;

THENCE SCUTHEASTERLY ALONG SAID CURVE 322.71 FEET THROUGH A CENTRAL ANGLE  
OF 73°57'31";

THENCE SCUTH 24°26'11" EAST, 101.27 FEET TO A POINT ON THE NORTHWESTERLY  
RIGHT OF WAY OF PARCEL 1 OF DECLARATION OF DEDICATION, (104.00 FEET WIDE),  
RECORDED JUNE 2, 1999 AS INSTRUMENT NO. 241545, RECORDS OF RIVERSIDE  
COUNTY, STATE OF CALIFORNIA;

THENCE SOUTH 20°28'35" EAST, 52.00 FEET TO THE CENTERLINE OF SAID  
DECLARATION OF DEDICATION;

THENCE SOUTH 28°24'59" EAST, 52.49 FEET TO THE SOUTHEASTERLY RIGHT OF WAY  
OF SAID DECLARATION OF DEDICATION;

THENCE SOUTH 22°35'25" EAST, 107.87 FEET TO THE BEGINNING OF A TANGENT  
CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 550.00 FEET;

37 FILENAME: \\p\NN:\A\31389.000\doc\OAKLGLRev.doc;N:\A\31389.000\doc\OAKLGLRev.doc



2688-839255  
02/02/2688 88 88A  
39 of 59

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE SOUTHEASTERLY ALONG SAID CURVE 134.72 FEET THROUGH A CENTRAL ANGLE OF 14°02'05";

THENCE SOUTH 62°06'52" WEST, 117.91 FEET;

THENCE SOUTH 39°23'30" WEST, 520.52 FEET;

THENCE SOUTH 64°57'45" EAST, 680.11 FEET;

THENCE SOUTH 82°03'43" EAST, 852.21 FEET;

THENCE NORTH 78°33'43" EAST, 377.55 FEET;

THENCE NORTH 39°49'19" EAST, 231.35 FEET;

THENCE NORTH 08°05'26" EAST, 650.63 FEET;

THENCE NORTH 42°08'48" EAST, 238.45 FEET;

THENCE SOUTH 88°11'03" EAST, 269.56 FEET;

THENCE SOUTH 00°06'15" EAST, 190.00 FEET;

THENCE SOUTH 11°36'48" WEST, 281.05 FEET;

THENCE SOUTH 02°39'51" WEST, 249.09 FEET;

THENCE NORTH 89°46'00" EAST, 434.73 FEET TO THE EAST LINE OF SECTION 1, TOWNSHIP 3 SOUTH RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN;

THENCE, ALONG SAID EAST LINE, SOUTH 00°14'00" EAST, 84.73 FEET;

THENCE, LEAVING SAID EAST LINE, SOUTH 89°25'55" WEST, 154.07 FEET;

THENCE SOUTH 44°52'30" WEST, 416.08 FEET;

THENCE SOUTH 05°04'38" EAST, 328.84 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF SAID RAILROAD THAT LIES SOUTH 83°19'12" WEST, 423.76 FEET FROM THE SOUTHEAST CORNER OF PARCEL 11 OF SAID PARCEL MAP;

THENCE, ALONG SAID RIGHT OF WAY, SOUTH 83°19'12" WEST, 705.37 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2958.74 FEET;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, WESTERLY ALONG SAID CURVE 698.83 FEET THROUGH A CENTRAL ANGLE OF 13°31'58" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 5679.65 FEET, A

38 FILENAME: p:\JNN\N\31389.000\doc\OAKLGLrev.doc\N\31389.000\doc\OAKLGLrev.doc



2000-839255  
82/82/2888 88 88A  
48 of 59

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

RADIAL LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF SOUTH  
06°51'10" WEST;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, WESTERLY ALONG SAID CURVE  
834.00 FEET THROUGH A CENTRAL ANGLE OF 08°24'48" TO THE BEGINNING OF A  
COMPOUND CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 11408.67 FEET, A  
RADIAL LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF SOUTH  
15°15'58" WEST;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, WESTERLY ALONG SAID CURVE  
797.08 FEET THROUGH A CENTRAL ANGLE OF 04°00'11" TO THE BEGINNING OF A  
COMPOUND CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 5680.60 FEET,  
A RADIAL LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF SOUTH  
19°16'09" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE 2675.71 FEET THROUGH A CENTRAL ANGLE  
OF 26°59'16" TO THE **POINT OF BEGINNING**.

DESCRIBED PARCEL CONTAINING 144.39 ACRES AND AS SHOWN ON ATTACHED EXHIBIT  
"B"

**PARCEL "P":**

THAT PORTION OF PARCEL MAP 19015 AS SHOWN BY MAP ON FILE IN BOOK 149 OF  
PARCEL MAPS, AT PAGES 27 THROUGH 35 INCLUSIVE, RECORDS OF RIVERSIDE  
COUNTY, STATE OF CALIFORNIA WITHIN SECTION 31 TOWNSHIP 2 SOUTH, RANGE 1  
WEST, SAN BERNARDINO BASE AND MERIDIAN, MORE PARTICULAR DESCRIBED AS  
FOLLOWS:

**COMMENCING** AT THE WEST QUARTER CORNER OF SAID SECTION 31, AS SHOWN ON SAID  
PARCEL MAP, THENCE, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID  
SECTION, NORTH 89°49'58" EAST, 1394.23 FEET TO THE **TRUE POINT OF  
BEGINNING**;

THENCE, CONTINUING ALONG SAID SOUTH LINE, NORTH 89°49'58" EAST, 248.53  
FEET;

THENCE SOUTH 00°43'26" WEST, 525.80 FEET;

THENCE SOUTH 22°56'24" WEST, 5.08 FEET;

THENCE NORTH 76°32'14" WEST, 261.30 FEET, TO THE BEGINNING OF A NON-  
TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 673.00 FEET, A  
RADIAL LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF SOUTH  
77°48'52" EAST;

391811NAMH p:\NN\31389000.doc OAKI\G\res.doc\NN\31389000.doc OAKI\G\res.doc



2608-839255  
02-02-2008 09:00AM  
41 of 59



**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

**BEGINNING** AT A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER, SOUTH 00°17'25" WEST, 247.66 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION;

THENCE, ALONG SAID WEST LINE, SOUTH 00°17'25" WEST, 888.36 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF SAN TIMOTEO CANYON ROAD AS SHOWN ON SAID RECORD OF SURVEY;

THENCE, ALONG SAID RIGHT OF WAY, SOUTH 88°39'28" EAST, 495.43 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 950.00 FEET;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, EASTERLY ALONG SAID CURVE 476.72 FEET THROUGH A CENTRAL ANGLE OF 28°45'06" TO THE WESTERLY RIGHT OF WAY OF INTERSTATE 10;

THENCE, ALONG SAID WESTERLY RIGHT OF WAY, NORTH 10°28'55" EAST, 397.82 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 570.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF SOUTH 80°36'00" EAST;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, NORTHERLY ALONG SAID CURVE 69.38 FEET THROUGH A CENTRAL ANGLE OF 06°58'27";

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, NORTH 23°08'53" WEST, 50.75 FEET;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, NORTH 00°48'49" WEST, 92.98 FEET;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, NORTH 21°12'21" WEST, 139.15 FEET;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, NORTH 41°40'52" WEST, 88.10 FEET;

THENCE, LEAVING SAID RIGHT OF WAY, SOUTH 89°53'20" WEST, 899.70 FEET TO THE **POINT OF BEGINNING**.

DESCRIBED PARCEL CONTAINING 20.00 ACRES AND AS SHOWN ON ATTACHED EXHIBIT "B"

**PARCEL "S":**

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, BEING WITHIN THE CITY OF BEAUMONT, LYING SOUTHERLY AND WESTERLY OF SOUTHERN PACIFIC RAILROAD RIGHT

411111NAME p\NNA 31389000.dwg OAK1G1 rev.dwg N 31389000.dwg OAK1G1 rev.dwg



2000-03925E  
02/02/2000 08:00 AM  
43 of 58

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

OF WAY, AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 80 OF RECORDS OF SURVEY, PAGES 78 THROUGH 89, INCLUSIVE, RECORDS OF SAID RIVERSIDE COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH QUARTER CORNER OF SAID SECTION 5 THENCE, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, SOUTH  $00^{\circ}17'25''$  WEST, 2181.75 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH  $00^{\circ}17'25''$  EAST, 815.79 FEET;

THENCE SOUTH  $88^{\circ}39'28''$  EAST, 753.08 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1394.95 FEET;

THENCE EASTERLY ALONG SAID CURVE 690.63 FEET THROUGH A CENTRAL ANGLE OF  $28^{\circ}22'00''$  TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2764.93 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF NORTH  $29^{\circ}42'32''$  EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE 1002.90 FEET THROUGH A CENTRAL ANGLE OF  $20^{\circ}46'57''$ ;

THENCE NORTH  $89^{\circ}16'56''$  WEST, 2178.77 FEET TO THE **TRUE POINT OF BEGINNING**.

DESCRIBED PARCEL CONTAINING 31.64 ACRES AND AS SHOWN ON ATTACHED EXHIBIT "B".

**PARCEL "T":**

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, BEING WITHIN THE CITY OF BEAUMONT, LYING NORTHEASTERLY OF SOUTHERN PACIFIC RAILROAD RIGHT OF WAY AND SOUTHERLY AND WESTERLY OF THE SOUTH FRONTAGE ROAD OF INTERSTATE 10, AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 80 OF RECORDS OF SURVEY, PAGES 78 THROUGH 89, INCLUSIVE, RECORDS OF SAID RIVERSIDE COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY OF SAID RAILROAD AND THE SOUTHWESTERLY RIGHT OF WAY OF THE SOUTH FRONTAGE ROAD AT A POINT THAT LIES NORTH  $34^{\circ}51'09''$  WEST, 313.69 FEET FROM THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS "NORTH  $34^{\circ}51'09''$  WEST, 706.42 FEET" ON SAID RECORD OF SURVEY;

THENCE, ALONG SAID RIGHT OF WAY OF SAID FRONTAGE ROAD, NORTH  $34^{\circ}51'09''$  WEST, 391.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 620.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF NORTH  $42^{\circ}49'10''$  EAST;

42111NAME p:SSA 3189000.doc OAKI Cal rec doc SSA 3189000.doc OAKI Cal rec doc



2008-633235  
02 02 2008 08 06A  
44 of 50



**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE, CONTINUING ALONG SAID RIGHT OF WAY OF SAID FRONTAGE ROAD,  
NORTHWESTERLY ALONG SAID CURVE 358.13 FEET THROUGH A CENTRAL ANGLE OF  
33°05'43";

THENCE, CONTINUING ALONG SAID RIGHT OF WAY OF SAID FRONTAGE ROAD, NORTH  
80°16'33" WEST, 84.18 FEET;

THENCE, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY OF SAID FRONTAGE  
ROAD, NORTH 85°43'49" WEST, 150.63 FEET TO A POINT OF CUSP ON A CURVE  
CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1594.95 FEET, A RADIAL LINE  
THROUGH SAID POINT OF CUSP BEARS NORTH 20°20'15" EAST, SAID POINT ALSO  
BEING AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY OF SAID  
RAILROAD;

THENCE, ALONG SAID RAILROAD RIGHT OF WAY, SOUTHEASTERLY ALONG SAID CURVE  
THROUGH A CENTRAL ANGLE OF 09°22'17", AN ARC LENGTH OF 260.87 FEET TO THE  
BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF  
2964.93 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT HAVING A BEARING  
OF NORTH 29°42'32" EAST;

THENCE, CONTINUING ALONG SAID RAILROAD RIGHT OF WAY, SOUTHEASTERLY ALONG  
SAID CURVE 666.81 FEET THROUGH A CENTRAL ANGLE OF 12°53'09" TO THE **POINT  
OF BEGINNING.**

DESCRIBED PARCEL CONTAINING 1.44 ACRES AND AS SHOWN ON ATTACHED EXHIBIT  
"B".

**LEGAL DESCRIPTION  
IN THE CITY OF CALIMESA**

**PARCEL "U":**

THOSE PORTIONS OF PARCEL MAP 19015 AS SHOWN BY MAP ON FILE IN BOOK 149 OF  
PARCEL MAPS, AT PAGES 27 THROUGH 35 INCLUSIVE, RECORDS OF RIVERSIDE  
COUNTY, STATE OF CALIFORNIA, LYING NORTHERLY OF THE SOUTHERLY CALIMESA  
CITY LIMITS LINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT THAT LIES NORTH 43°44'35" WEST, 8286.15 FEET  
NORTHWESTERLY FROM THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN  
AS NORTH 43°44'35" WEST, 9680.45 FEET ON THE NORTHEASTERLY RIGHT OF WAY OF  
THE SOUTHERN PACIFIC RAILROAD, BEING 100 FEET WIDE, ALSO BEING THE  
DISTINCTIVE BORDER AS SHOWN ON SAID PARCEL MAP, SAID POINT ALSO BEING THE  
PROLONGATION OF THE SOUTHERLY LINE OF THE 300 FOOT WIDE SOUTHERN  
CALIFORNIA EDISON EASEMENT PER DOCUMENT RECORDED OCTOBER 13, 1945 IN BOOK  
705, AT PAGES 92 THROUGH 95, INCLUSIVE, RECORDS OF SAID COUNTY, SAID

431111NAME p:SSN 31389000 dx:DAKIGI res dx:SSN 31389000 dx:DAKIGI res dx:



2856-839255  
02 07 2005 08 69A  
43 of 50

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

SOUTHERLY LINE ALSO BEING THE SOUTHERLY CITY LIMITS LINE OF THE CITY OF CALIMESA PER ANNEXATION LAFCO NO. 90-02-5 THENCE, ALONG SAID SOUTHERLY CITY LIMITS LINE AND THE PROLONGATION THEREOF, NORTH 79°17'30" EAST, 2173.77 FEET TO AN ANGLE POINT THEREIN;

THENCE, ALONG SAID SOUTHERLY CITY LIMITS LINE, SOUTH 86°41'30" EAST, 888.53 FEET;

THENCE, LEAVING SAID SOUTHERLY CITY LIMITS LINE, NORTH 29°01'31" WEST, 38.04 FEET TO THE NORTHERLY LINE OF SAID PARCEL MAP AND THE SOUTHWESTERLY CORNER OF INSTRUMENT NUMBER 21405, RECORDED MARCH 8, 1968, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA;

THENCE, ALONG THE NORTHERLY LINE OF SAID PARCEL MAP, NORTH 85°32'49" WEST, 2490.49 FEET;

THENCE, CONTINUING ALONG THE NORTHWESTERLY LINE OF SAID PARCEL MAP, NORTH 57°06'39" WEST, 2907.78 FEET;

THENCE, ALONG THE WESTERLY LINE OF SAID PARCEL MAP, SOUTH 23°45'47" WEST, 293.98 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY OF SAID SOUTHERN PACIFIC RAILROAD;

THENCE, ALONG THE NORTHEASTERLY RIGHT OF WAY OF SAID SOUTHERN PACIFIC RAILROAD, SOUTH 56°44'43" EAST, 81.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 5779.65 FEET;

THENCE, SOUTHEASTERLY ALONG THE NORTHEASTERLY RIGHT OF WAY OF SAID SOUTHERN PACIFIC RAILROAD AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°00'08", AN ARC DISTANCE OF 1311.59 FEET;

THENCE, CONTINUING ALONG THE NORTHEASTERLY RIGHT OF WAY OF SAID SOUTHERN PACIFIC RAILROAD, SOUTH 43°44'35" EAST, 1394.30 FEET TO THE **POINT OF BEGINNING**.

DESCRIBED PARCEL CONTAINING 44.53 ACRES AND AS SHOWN ON ATTACHED EXHIBIT "B".

**PARCEL "V":**

ALL THAT PROPERTY INCLUDED WITHIN INSTRUMENT NUMBER 21405, RECORDED MARCH 8, 1968, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA TOGETHER WITH THOSE PORTIONS OF PARCEL MAP 19015 AS SHOWN BY MAP ON FILE IN BOOK 149 OF PARCEL MAPS, AT PAGES 27 THROUGH 35 INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LYING NORTHERLY OF THE SOUTHERLY CALIMESA CITY LIMITS LINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

441111NAME p,NNN B3W000dx DAKIOf res dcs N 3189000dx DAKIOf res dcs



2606-639255  
02 02 2006 08 08A  
41 of 50

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

**COMMENCING** AT A POINT THAT LIES NORTH 43°44'35"WEST, 8286.15 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS NORTH 43°44'35"WEST, 9680.45 FEET ON THE NORTHEASTERLY RIGHT OF WAY THE SOUTHERN PACIFIC RAILROAD, BEING 100 FEET WIDE, ALSO BEING THE DISTINCTIVE BORDER AS SHOWN ON SAID PARCEL MAP, SAID POINT ALSO BEING THE PROLONGATION OF THE SOUTHERLY LINE OF THE 300 FOOT WIDE SOUTHERN CALIFORNIA EDISON EASEMENT PER DOCUMENT RECORDED OCTOBER 13, 1945 IN BOOK 705, AT PAGES 92 THROUGH 95, INCLUSIVE, RECORDS OF SAID COUNTY, SAID SOUTHERLY LINE ALSO BEING THE SOUTHERLY CITY LIMITS LINE OF THE CITY OF CALIMESA PER ANNEXATION LAFCO NO. 90-02-5 THENCE, ALONG SAID SOUTHERLY CITY LIMITS LINE AND THE PROLONGATION THEREOF, NORTH 79°17'30" EAST, 2173.77 FEET TO AN ANGLE POINT;

THENCE, ALONG SAID SOUTHERLY CITY LIMITS LINE SOUTH 86°41'30" EAST, 888.53 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE, CONTINUING ALONG SAID SOUTHERLY CITY LIMITS LINE, SOUTH 86°41'30"EAST, 947.71 FEET;

THENCE, CONTINUING ALONG SAID SOUTHERLY CITY LIMITS LINE, SOUTH 80°49'03" EAST, 1079.80 FEET;

THENCE, CONTINUING ALONG SAID SOUTHERLY CITY LIMITS LINE, SOUTH 78°24'00" EAST, 2081.44 FEET TO THE EASTERLY LINE OF PARCEL 31 AS SHOWN ON SAID PARCEL MAP;

THENCE, ALONG SAID EASTERLY LIMITS LINE, NORTH 06°11'43" EAST, 320.11 FEET TO THE NORTHERLY LINE OF SAID PARCEL MAP AND THE SOUTHERLY LINE OF SAID INSTRUMENT NUMBER 21405;

THENCE, ALONG THE NORTHERLY LINE OF SAID PARCEL MAP, NORTH 83°48'17" WEST, 1103.20 FEET;

THENCE, CONTINUING ALONG THE NORTHERLY LINE OF SAID PARCEL MAP, NORTH 85°24'31" WEST, 3016.95 FEET TO THE SOUTHWESTERLY CORNER OF SAID INSTRUMENT NUMBER 21405;

THENCE SOUTH 29°01'31" EAST, 38.04 FEET TO THE **TRUE POINT OF BEGINNING**.

DESCRIBED PARCEL CONTAINING 12.06 ACRES AND AS SHOWN ON ATTACHED EXHIBIT "B".

**PARCEL "W":**

45 THE SAME PER S.S. 3189000 & OAKLAND RECORDS 3189000 & OAKLAND RECORDS



2008-03255  
02 02 2008 08 00A  
4" of 59

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THAT PORTION OF THE PROPERTY INCLUDED WITHIN INSTRUMENT NUMBERS 138168 AND 13869, RECORDED DECEMBER 3, 1971, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA TOGETHER WITH THOSE PORTIONS OF PARCEL MAP 19015 AS SHOWN BY MAP ON FILE IN BOOK 149 OF PARCEL MAPS, AT PAGES 27 THROUGH 35 INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LYING NORTHERLY OF THE SOUTHERLY CALIMESA CITY LIMITS LINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN THENCE, ALONG THE EASTERLY LINE OF SAID SECTION 25, NORTH  $00^{\circ}29'56''$  WEST, 1298.81 FEET;

THENCE, CONTINUING ALONG THE EASTERLY LINE OF SAID SECTION 25, NORTH  $00^{\circ}29'22''$  WEST, 602.45 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF INTERSTATE 10 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 14950.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT HAVING A BEARING OF NORTH  $24^{\circ}31'47''$  EAST;

THENCE, WESTERLY ALONG SAID RIGHT OF WAY AND CURVE 16.16 FEET THROUGH A CENTRAL ANGLE OF  $00^{\circ}03'43''$ ;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY, NORTH  $65^{\circ}31'56''$  WEST, 685.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2050.00 FEET;

THENCE, CONTINUING NORTHWESTERLY ALONG SAID RIGHT OF WAY AND SAID CURVE 609.92 FEET THROUGH A CENTRAL ANGLE OF  $17^{\circ}02'46''$ ;

THENCE, CONTINUING NORTHWESTERLY ALONG SAID RIGHT OF WAY, NORTH  $48^{\circ}29'08''$  WEST, 217.02 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1950.00 FEET;

THENCE, CONTINUING NORTHWESTERLY ALONG SAID RIGHT OF WAY AND SAID CURVE 436.78 FEET THROUGH A CENTRAL ANGLE OF  $12^{\circ}50'01''$  TO THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO MORENO MUTUAL IRRIGATION COMPANY, RECORDED DECEMBER 4, 1920, IN BOOK 539 PAGE 169 OF DEEDS, RECORDS OF SAID COUNTY, SAID LINE BEING SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 80 OF RECORDS OF SURVEY, AT PAGES 78 THROUGH 89, INCLUSIVE, RECORDS OF SAID COUNTY;

THENCE, ALONG SAID EASTERLY LINE AS SHOWN ON SAID RECORD OF SURVEY, SOUTH  $00^{\circ}09'02''$  EAST, 1953.18 FEET, TO THE SOUTHEAST CORNER OF SAID DEED;

THENCE, ALONG THE SOUTHERLY LINE OF SAID DEED, AS SHOWN ON SAID RECORD OF SURVEY, SOUTH  $86^{\circ}35'20''$  WEST, 995.96 FEET TO THE NORTHEAST CORNER OF PARCEL 30 AS SHOWN ON SAID PARCEL MAP;

46 FILENAME: p:\JNN\31389 000.doc\OAKI GI.rev.doc N:\31389 000.doc\OAKI GI.rev.doc



2000-039255  
02/02/2000 08:06A  
48 of 59

**EXHIBIT A - LEGAL DESCRIPTION OF ADJUSTED PARCELS  
LOT LINE ADJUSTMENT NO. 4188**

THENCE, ALONG THE NORTHERLY LINE OF SAID PARCEL 30, NORTH 83°48'17" WEST, 1531.58 FEET TO THE NORTHEAST CORNER OF PARCEL 31 AS SHOWN ON SAID PARCEL MAP;

THENCE, ALONG THE EASTERLY LINE OF SAID PARCEL, SOUTH 06°11'43" WEST, 320.11 FEET TO THE SAID SOUTHERLY CITY LIMIT LINE;

THENCE, ALONG SAID CITY LIMITS LINE, SOUTH 78°24'00" EAST, 4319.71 FEET TO THE EASTERLY LINE OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN;

THENCE, ALONG SAID EASTERLY SECTION LINE, NORTH 00°29'31" WEST, 116.69 FEET TO THE **POINT OF BEGINNING**.

DESCRIBED PARCEL CONTAINING 115.86 ACRES AND AS SHOWN ON ATTACHED EXHIBIT "B".

47 THE NAME p s s s 1189000 d s s OAKI G r e v d s s s 1189000 d s s OAKI G r e v d s s



2000-030255  
02/02/2006 00:00:00  
49 of 50



Printed 3/17/2009 09:01:01 by J. Power DWG: N:\31387\003\Map\Map\KCC03P.dwg

# EXHIBIT "B" LOT LINE ADJUSTMENT NO. 4188

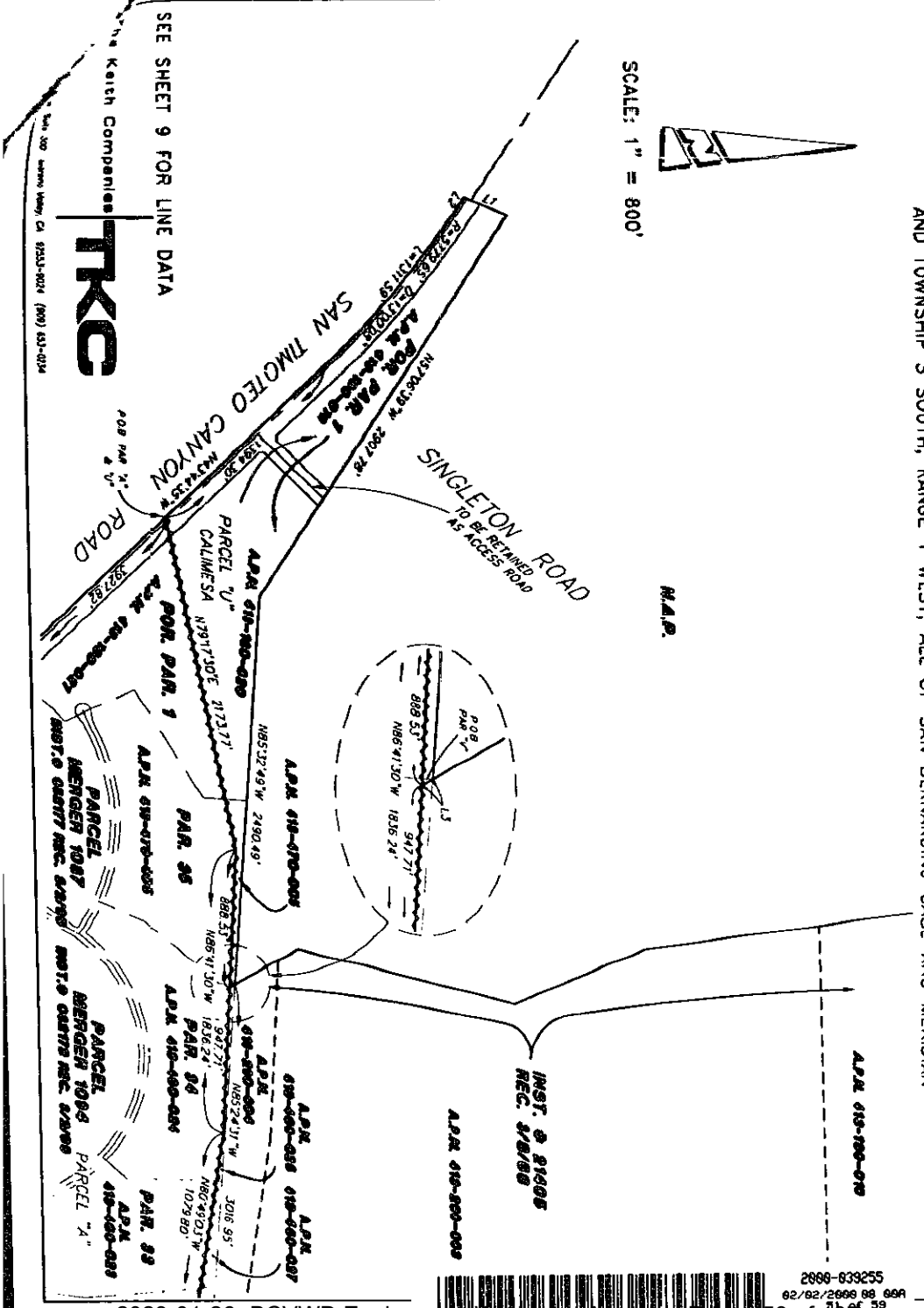
SHEET 2 OF 10

OF PARCEL MAP 19015 FILED IN BOOK 149 OF PARCEL MAPS PAGES 27 THROUGH 35, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, AND PORTIONS OF TOWNSHIP 2 SOUTH, RANGE 2 WEST, TOWNSHIP 2 SOUTH, RANGE 1 WEST; AND TOWNSHIP 3 SOUTH, RANGE 1 WEST, ALL OF SAN BERNARDINO BASE AND MERIDIAN



SCALE: 1" = 800'

M.A.P.



SEE SHEET 9 FOR LINE DATA

## TKC

The Keith Companies

1400 300 Avenue, West, CA 92533-9024 (951) 531-0234

2000-033255

02/02/2009 08:00:00

25 of 59

# EXHIBIT "B"

OF PARCEL MAP 19015 FILED IN BOOK 149 OF PARCEL MAPS PAGES 27 THROUGH 35, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, AND PORTIONS OF TOWNSHIP 2 SOUTH, RANGE 2 WEST; TOWNSHIP 2 SOUTH, RANGE 1 WEST; AND TOWNSHIP 3 SOUTH, RANGE 1 WEST, ALL OF SAN BERNARDINO BASE AND MERIDIAN

## LOT LINE ADJUSTMENT NO. 4188

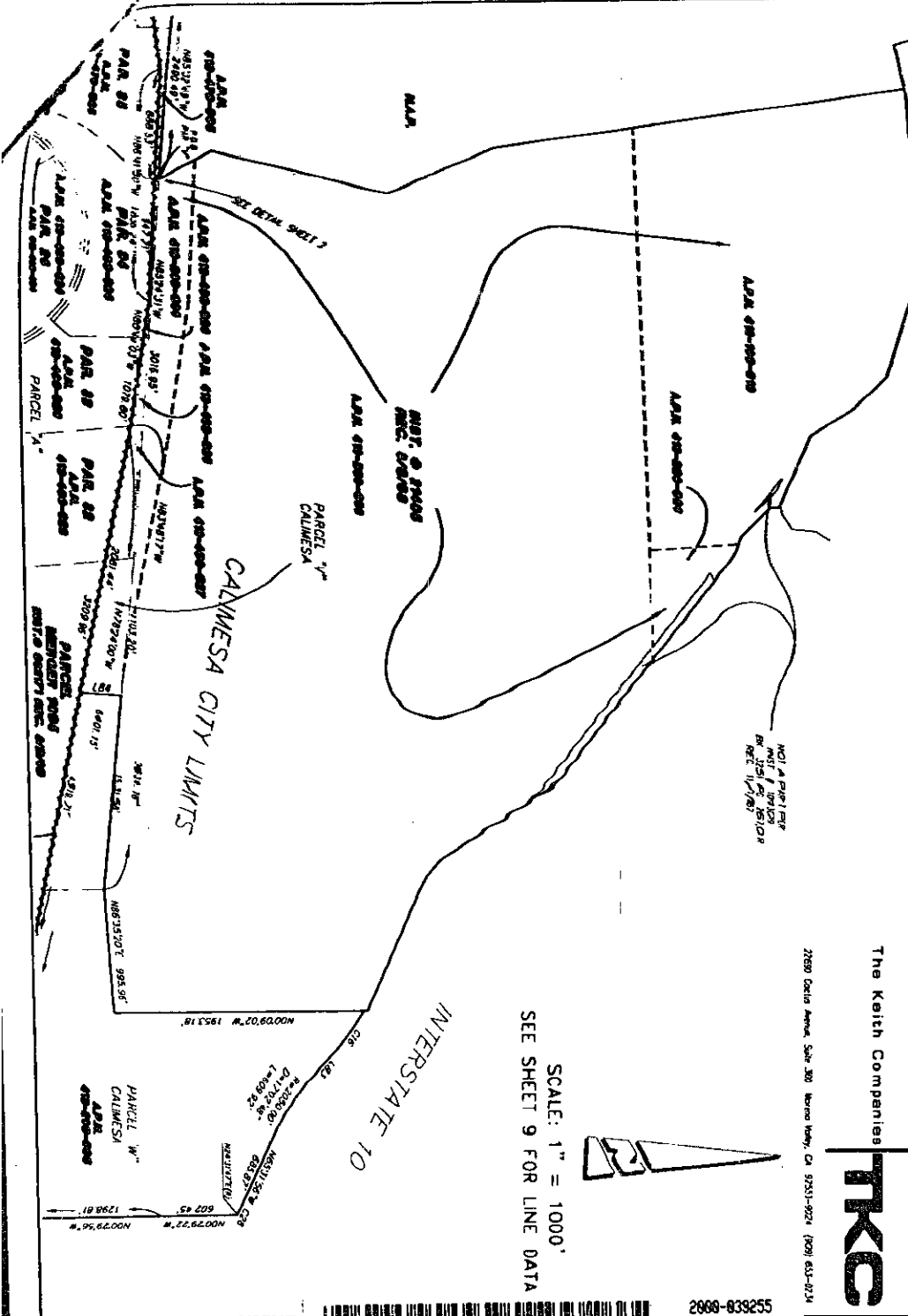
The Keith Companies



27289 Delta Avenue, Suite 200, Norco, CA 92551-9224 (909) 633-0234



SCALE: 1" = 1000'  
SEE SHEET 9 FOR LINE DATA



2000-039255  
02/02/2000 09:09





Project No. 2023-01-26-BCVWD Engineering Workshop Agenda - Page 162 of 187

# EXHIBIT "B" LOT LINE ADJUSTMENT NO. 4188

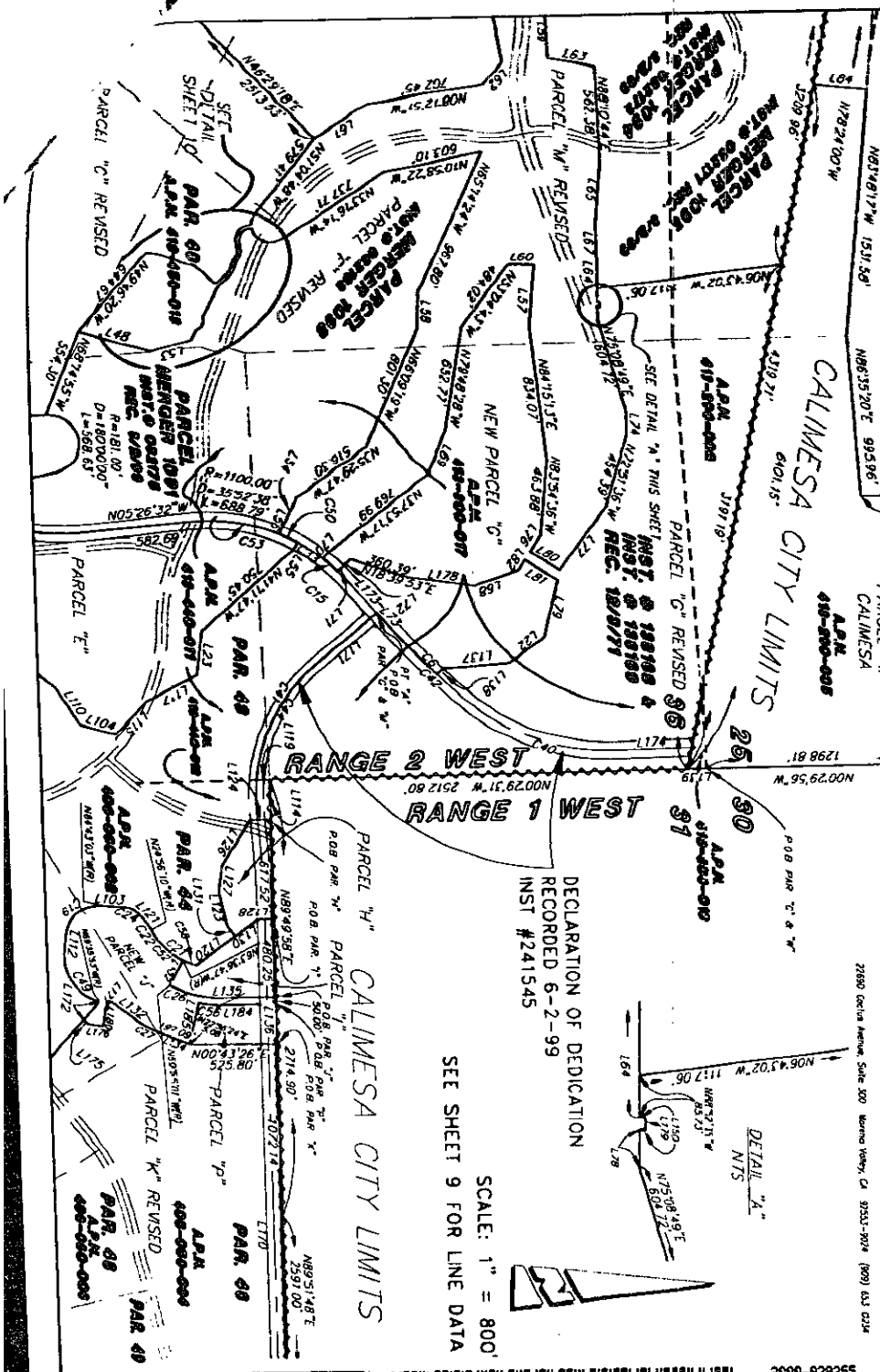
SHEET 5 OF 10

OF PARCEL MAP 19015 FILED IN BOOK 149 OF PARCEL MAPS PAGES 27 THROUGH 35, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, AND PORTIONS OF TOWNSHIP 2 SOUTH, RANGE 2 WEST; TOWNSHIP 2 SOUTH, RANGE 1 WEST; AND TOWNSHIP 3 SOUTH, RANGE 1 WEST, ALL OF SAN BERNARDINO BASE AND MERIDIAN

The Keith Companies



2260 Central Avenue, Suite 200, Corona, CA 92535-9074 (951) 533-0214



DECLARATION OF DEDICATION  
RECORDED 6-2-99  
INST #241545

SCALE: 1" = 800'  
SEE SHEET 9 FOR LINE DATA

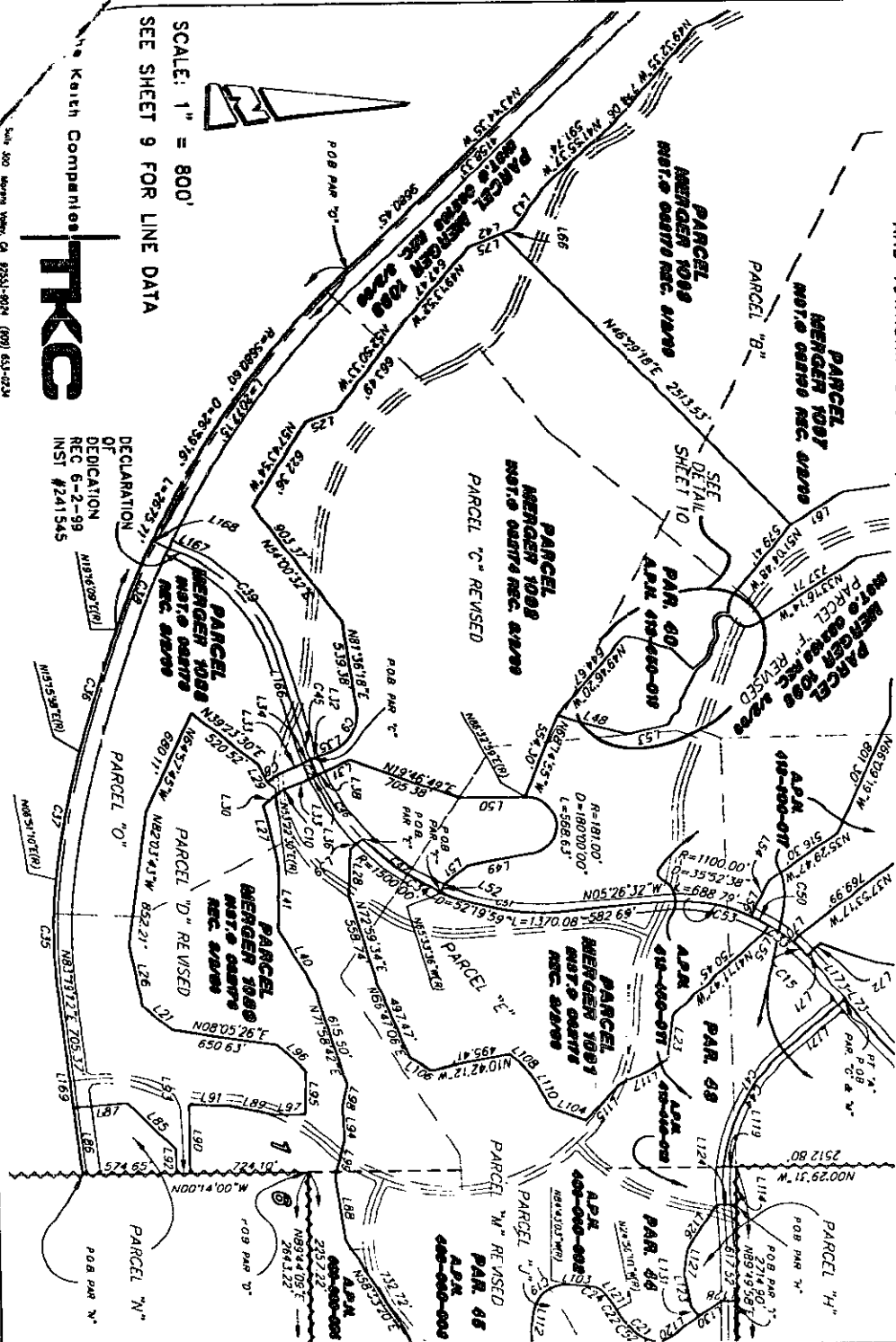


DETAIL "A"  
N15°08'49"E  
117.06'

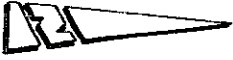
2668-839255  
89 89 8992/26/26

# EXHIBIT "B" LOT LINE ADJUSTMENT NO. 4188

OF PARCEL MAP 19015 FILED IN BOOK 149 OF PARCEL MAPS PAGES 27 THROUGH 35, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, AND PORTIONS OF TOWNSHIP 2 SOUTH, RANGE 2 WEST; TOWNSHIP 2 SOUTH, RANGE 1 WEST; AND TOWNSHIP 3 SOUTH, RANGE 1 WEST, ALL OF SAN BERNARDINO BASE AND MERIDIAN



SCALE: 1" = 800'  
SEE SHEET 9 FOR LINE DATA



The Keith Companies

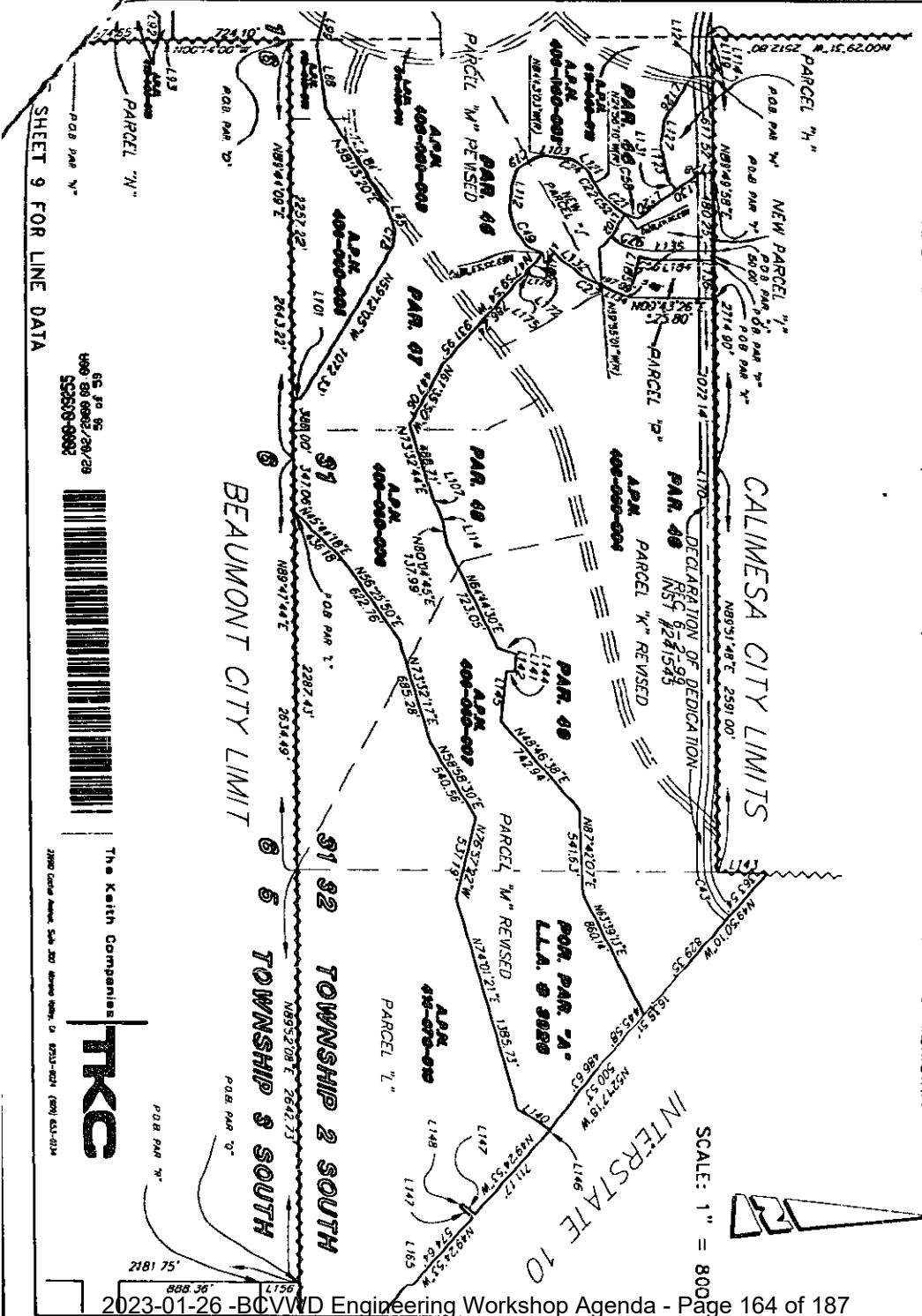


DECLARATION  
OF  
DEDICATION  
REC 6-2-99  
INSI #241545

Plan 300 Avenue View, CA 92531-9024 (800) 653-4234

OF PARCEL MAP 19015 FILED IN BOOK 149 OF PARCEL MAPS PAGES 27 THROUGH 35, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, AND PORTIONS OF TOWNSHIP 2 SOUTH, RANGE 2 WEST; TOWNSHIP 2 SOUTH, RANGE 1 WEST; AND TOWNSHIP 3 SOUTH, RANGE 1 WEST, ALL OF SAN BERNARDINO BASE AND MERIDIAN

# EXHIBIT "B" LOT LINE ADJUSTMENT NO. 4188



SHEET 9 FOR LINE DATA

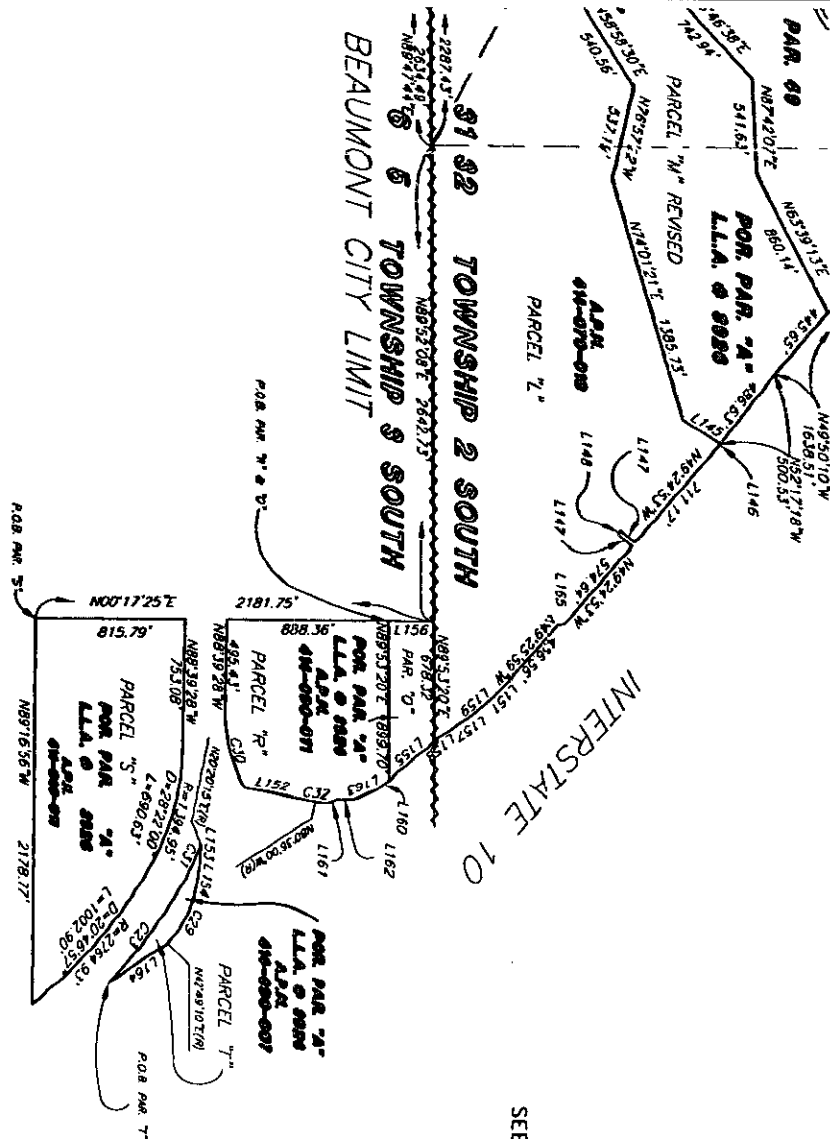
55 30 55  
400 50 6000/20/29  
525300-9000



The Keith Companies  
**TRC**  
2800 Central Express, Ste 200, Corona, CA 92625-8024 (951) 424-0134

# EXHIBIT "B" LOT LINE ADJUSTMENT NO. 4188

OF PARCEL MAP 19015 FILED IN BOOK 149 OF PARCEL MAPS PAGES 27 THROUGH 35, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, AND PORTIONS OF TOWNSHIP 2 SOUTH, RANGE 2 WEST; TOWNSHIP 2 SOUTH, RANGE 1 WEST; AND TOWNSHIP 3 SOUTH, RANGE 1 WEST, ALL OF SAN BERNARDINO BASE AND MERIDIAN



SCALE: 1" = 800'  
SEE SHEET 9 FOR LINE DATA



The Keith Companies  
**TRC**  
2880 Central Avenue, Suite 300, Moreno Valley, CA 92553-9021 (909) 851-4234

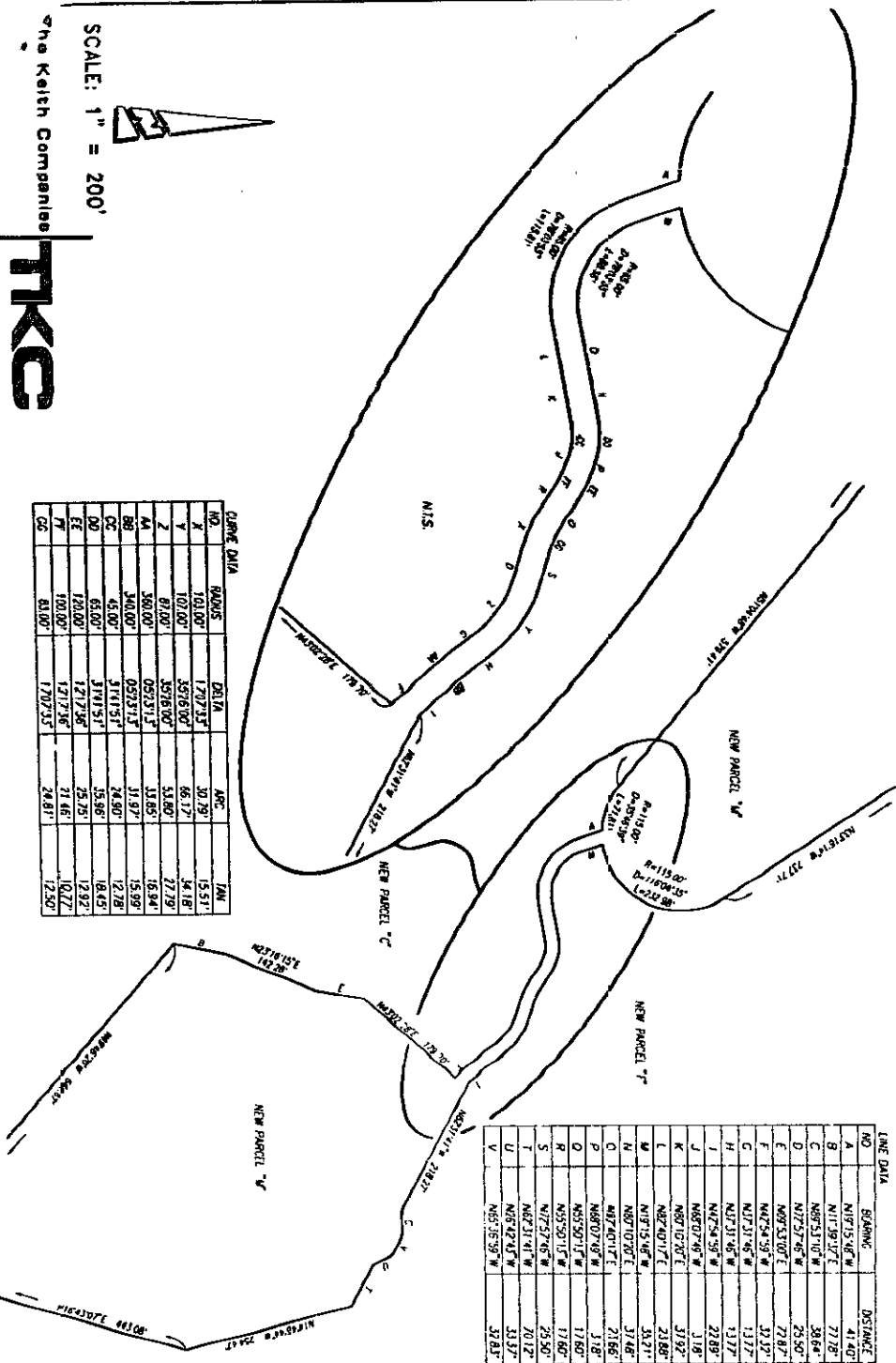
**EXHIBIT "B"**  
**LOT LINE ADJUSTMENT NO. 4188**  
 OF PARCEL MAP 19015 FILED IN BOOK 149 OF PARCEL MAPS PAGES 27 THROUGH 35, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, AND PORTIONS OF TOWNSHIP 2 SOUTH, RANGE 2 WEST; TOWNSHIP 2 SOUTH, RANGE 1 WEST; AND TOWNSHIP 3 SOUTH, RANGE 1 WEST, ALL OF SAN BERNARDINO BASE AND MERIDIAN

LINE DATA			LINE DATA (Continued)			LINE DATA (Continued)			CURVE DATA				
NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE	NO.	RADIUS	DELTA	ARC	TAN
L1	N45°45'37"E	291.98	L127	N81°17'00"W	163.88	G1	465.00'	35°12'03"	297.92'	153.65'			
L2	N55°44'43"W	81.84	L128	N00°10'02"W	89.00'	G2	140.00'	141°59'12"	346.65'	405.10'			
L3	N9°01'31"W	30.04'	L129	N85°14'52"W	168.27'	G3	140.00'	101°49'19"	248.64'	172.13'			
L4	N6°29'30"E	308.21'	L130	N89°52'35"W	408.73'	G4	141.00'	151°22'13"	322.52'	552.68'			
L5	N45°58'51"E	427.38'	L131	N03°15'33"E	80.00'	G5	140.00'	51°51'08"	178.28'	64.11'			
L6	N46°56'53"E	400.00'	L132	N27°19'08"E	227.21'	G6	5000.00'	04°12'04"	395.20'	182.96'			
L7	N43°41'15"W	100.00'	L133	N87°11'40"E	299.27'	G7	1500.00'	03°37'38"	101.67'	51.86'			
L8	N18°31'17"W	131.82'	L134	N12°26'24"E	281.75'	G8	550.00'	14°02'03"	134.12'	67.70'			
L9	N68°01'37"W	261.27'	L135	N00°10'02"W	374.85'	G9	250.00'	23°37'37"	327.71'	188.75'			
L10	N00°17'58"W	69.27'	L136	N89°49'58"E	248.53'	G10	450.00'	15°01'04"	118.21'	59.45'			
L11	N74°01'53"E	173.65'	L137	N04°24'43"W	402.17'	G11	1100.00'	08°08'11"	177.87'	58.96'			
L12	N04°13'54"E	173.95'	L138	N00°29'31"W	116.69'	G12	1950.00'	12°50'07"	436.78'	219.31'			
L13	N00°17'58"W	173.95'	L139	N32°21'07"E	244.39'	G13	260.00'	35°03'25"	159.54'	82.17'			
L14	N25°31'40"E	218.93'	L140	N19°56'46"E	128.08'	G14	205.00'	87°48'55"	314.02'	192.16'			
L15	N29°13'01"W	312.93'	L141	N84°48'44"W	312.20'	G15	428.00'	51°00'51"	360.80'	192.16'			
L16	N07°10'17"E	151.34'	L142	N01°14'53"E	312.20'	G16	250.00'	15°30'09"	65.96'	14.70'			
L17	N07°09'02"E	416.64'	L143	N01°15'33"E	312.20'	G17	2984.93'	12°31'09"	666.81'	334.82'			
L18	N18°50'10"E	211.55'	L144	N27°05'37"W	320.89'	G18	95.00'	43°40'13"	127.42'	38.70'			
L19	N18°50'10"E	211.55'	L145	N63°17'18"W	113.90'	G19	631.00'	14°29'44"	378.92'	168.19'			
L20	N18°50'10"E	211.55'	L146	N00°15'07"E	100.00'	G20	516.00'	30°33'07"	378.92'	65.09'			
L21	N18°50'10"E	211.55'	L147	N00°15'07"E	25.00'	G21	149.50.00'	00°01'43"	16.16'	8.08'			
L22	N18°50'10"E	211.55'	L148	N00°15'07"E	12.00'	G22	6.20.00'	33°03'43"	358.13'	184.21'			
L23	N18°50'10"E	167.81'	L149	N48°12'48"W	101.17'	G23	950.00'	28°48'06"	476.72'	243.23'			
L24	N18°50'10"E	167.81'	L150	N01°07'25"E	82.21'	G24	1594.55'	09°27'12"	260.87'	130.23'			
L25	N18°50'10"E	167.81'	L151	N48°12'48"W	197.82'	G25	570.00'	08°58'22"	69.39'	34.23'			
L26	N18°50'10"E	167.81'	L152	N05°20'55"E	150.63'	G26	1100.00'	55°17'19"	1081.61'	576.15'			
L27	N18°50'10"E	167.81'	L153	N05°20'55"E	84.18'	G27	1500.00'	13°31'58"	2069.47'	1236.12'			
L28	N18°50'10"E	167.81'	L154	N01°40'52"W	331.02'	G28	2928.74'	04°01'11"	797.09'	388.70'			
L29	N18°50'10"E	167.81'	L155	N01°40'52"W	189.94'	G29	17408.62'	08°04'14"	831.00'	417.75'			
L30	N18°50'10"E	167.81'	L156	N01°40'52"W	200.15'	G30	5670.63'	08°04'14"	530.58'	259.36'			
L31	N18°50'10"E	167.81'	L157	N01°40'52"W	88.10'	G31	1700.00'	48°15'40"	928.55'	492.76'			
L32	N18°50'10"E	167.81'	L158	N01°40'52"W	50.75'	G32	1700.00'	48°15'40"	928.55'	492.76'			
L33	N18°50'10"E	167.81'	L159	N01°40'52"W	82.21'	G33	1700.00'	48°15'40"	928.55'	492.76'			
L34	N18°50'10"E	167.81'	L160	N01°40'52"W	88.10'	G34	1700.00'	48°15'40"	928.55'	492.76'			
L35	N18°50'10"E	167.81'	L161	N01°40'52"W	50.75'	G35	1700.00'	48°15'40"	928.55'	492.76'			
L36	N18°50'10"E	167.81'	L162	N01°40'52"W	82.21'	G36	1700.00'	48°15'40"	928.55'	492.76'			
L37	N18°50'10"E	167.81'	L163	N01°40'52"W	88.10'	G37	1700.00'	48°15'40"	928.55'	492.76'			
L38	N18°50'10"E	167.81'	L164	N01°40'52"W	50.75'	G38	1700.00'	48°15'40"	928.55'	492.76'			
L39	N18°50'10"E	167.81'	L165	N01°40'52"W	82.21'	G39	1700.00'	48°15'40"	928.55'	492.76'			
L40	N18°50'10"E	167.81'	L166	N01°40'52"W	88.10'	G40	1700.00'	48°15'40"	928.55'	492.76'			
L41	N18°50'10"E	167.81'	L167	N01°40'52"W	50.75'	G41	1700.00'	48°15'40"	928.55'	492.76'			
L42	N18°50'10"E	167.81'	L168	N01°40'52"W	82.21'	G42	1700.00'	48°15'40"	928.55'	492.76'			
L43	N18°50'10"E	167.81'	L169	N01°40'52"W	88.10'	G43	1700.00'	48°15'40"	928.55'	492.76'			
L44	N18°50'10"E	167.81'	L170	N01°40'52"W	50.75'	G44	1700.00'	48°15'40"	928.55'	492.76'			
L45	N18°50'10"E	167.81'	L171	N01°40'52"W	82.21'	G45	1700.00'	48°15'40"	928.55'	492.76'			
L46	N18°50'10"E	167.81'	L172	N01°40'52"W	88.10'	G46	1700.00'	48°15'40"	928.55'	492.76'			
L47	N18°50'10"E	167.81'	L173	N01°40'52"W	50.75'	G47	1700.00'	48°15'40"	928.55'	492.76'			
L48	N18°50'10"E	167.81'	L174	N01°40'52"W	82.21'	G48	1700.00'	48°15'40"	928.55'	492.76'			
L49	N18°50'10"E	167.81'	L175	N01°40'52"W	88.10'	G49	1700.00'	48°15'40"	928.55'	492.76'			
L50	N18°50'10"E	167.81'	L176	N01°40'52"W	50.75'	G50	1700.00'	48°15'40"	928.55'	492.76'			
L51	N18°50'10"E	167.81'	L177	N01°40'52"W	82.21'	G51	1700.00'	48°15'40"	928.55'	492.76'			
L52	N18°50'10"E	167.81'	L178	N01°40'52"W	88.10'	G52	1700.00'	48°15'40"	928.55'	492.76'			
L53	N18°50'10"E	167.81'	L179	N01°40'52"W	50.75'	G53	1700.00'	48°15'40"	928.55'	492.76'			
L54	N18°50'10"E	167.81'	L180	N01°40'52"W	82.21'	G54	1700.00'	48°15'40"	928.55'	492.76'			
L55	N18°50'10"E	167.81'	L181	N01°40'52"W	88.10'	G55	1700.00'	48°15'40"	928.55'	492.76'			
L56	N18°50'10"E	167.81'	L182	N01°40'52"W	50.75'	G56	1700.00'	48°15'40"	928.55'	492.76'			
L57	N18°50'10"E	167.81'	L183	N01°40'52"W	82.21'	G57	1700.00'	48°15'40"	928.55'	492.76'			
L58	N18°50'10"E	167.81'	L184	N01°40'52"W	88.10'	G58	1700.00'	48°15'40"	928.55'	492.76'			
L59	N18°50'10"E	167.81'	L185	N01°40'52"W	50.75'								

The Keith Companies  
**TRC**

2023-03-25  
 02/22/2023 09:00:00  
 58 of 59

**EXHIBIT "B"**  
**LOT LINE ADJUSTMENT NO. 4188**  
 OF PARCEL MAP 19015 FILED IN BOOK 149 OF PARCEL MAPS PAGES 27 THROUGH 35, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, AND PORTIONS OF TOWNSHIP 2 SOUTH, RANGE 2 WEST; TOWNSHIP 2 SOUTH, RANGE 1 WEST; AND TOWNSHIP 3 SOUTH, RANGE 1 WEST, ALL OF SAN BERNARDINO BASE AND MERIDIAN



**CURVE DATA**

NO.	RADIUS	DELTA	ARC	LAN
X	101.00'	1707.13'	30.79'	15.51'
Y	103.00'	3576.00'	46.12'	14.18'
Z	87.00'	3576.00'	53.80'	27.79'
AA	350.00'	05737.1'	33.65'	16.94'
BB	340.00'	05737.1'	31.97'	15.99'
CC	45.00'	3141.51'	24.90'	12.78'
DD	65.00'	3141.51'	35.96'	18.43'
EE	120.00'	1217.56'	25.75'	12.92'
FF	120.00'	1217.56'	21.46'	10.77'
GG	81.00'	1707.33'	24.81'	12.50'

**LINE DATA**

NO.	BEARING	DISTANCE
A	N17°15'46" W	41.40'
B	N17°39'27" E	77.78'
C	N89°53'10" W	38.64'
D	N12°57'46" W	25.50'
E	N89°53'10" E	77.87'
F	N42°54'39" W	32.32'
G	N17°31'46" W	33.77'
H	N17°31'46" W	33.77'
I	N42°54'39" W	22.89'
J	N89°07'46" W	31.81'
K	N89°07'46" E	33.92'
L	N82°40'17" E	23.60'
M	N19°15'46" W	33.77'
N	N89°10'20" E	31.86'
O	N47°40'17" E	21.86'
P	N48°07'46" W	31.81'
Q	N53°50'15" W	17.60'
R	N53°50'15" E	25.50'
S	N42°54'39" W	20.32'
T	N42°54'39" W	33.37'
U	N42°54'39" W	33.37'
V	N53°50'15" W	33.83'

SCALE: 1" = 200'  
 The Kelch Companies  
**TKC**

San Jose 65  
 480 988 6662/24/28  
 5052630-6662



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**BEAUMONT CHERRY VALLEY WATER DISTRICT PUBLIC UTILITY EASEMENT**

BEING A PORTION OF PARCEL "O" OF LOT LINE ADJUSTMENT NO. 4188, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED FEBRUARY 2, 2000, AS INSTRUMENT No. 2000-039255, OF OFFICIAL RECORDS OF SAID COUNTY AND LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 2 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF OAK VALLEY PARKWAY 90.00 FOOT HALF WIDTH AND TUKWET CANYON PARKWAY 104.00 FEET WIDE AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 109, PAGES 7 THROUGH 13, INCLUSIVE, OF RECORD OF SURVEY MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

**THENCE** ALONG THE CENTERLINE OF SAID TUKWET CANYON PARKWAY, NORTH 25°49'11" EAST, A DISTANCE OF 165.00 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1100.00 FEET;

**THENCE** NORTHEASTERLY, ALONG SAID CENTERLINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 04°49'18" AN ARC LENGTH OF 92.57 FEET;

**THENCE** LEAVING SAID CENTERLINE AND ALONG A RADIAL LINE TO SAID CURVE, NORTH 59°21'31" WEST, A DISTANCE OF 52.00 FEET, TO THE **TRUE POINT OF BEGINNING**.

**THENCE** CONTINUING ALONG SAID RADIAL LINE, NORTH 59°21'31" WEST, A DISTANCE OF 7.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,159.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 59°21'31" WEST;

**THENCE** NORTHEASTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°06'23" A DISTANCE OF 83.07 FEET;

**THENCE** SOUTH 55°15'08" EAST, A DISTANCE OF 7.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,138.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 55°15'08" WEST;

**THENCE** SOUTHWESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°06'23" A DISTANCE OF 81.56 FEET, TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 580 SQUARE FEET, MORE OR LESS.

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

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



MIGUEL A. VILLASENOR  
PLS 8509

DATE: \_\_\_\_\_

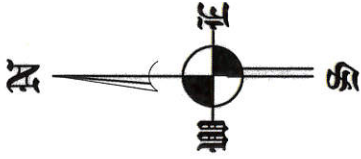
2/5/22





**LEGEND:**

 **EASEMENT DEDICATION AREA**  
580 S.F. (0.01 AC)



**EASEMENT NOTES:**



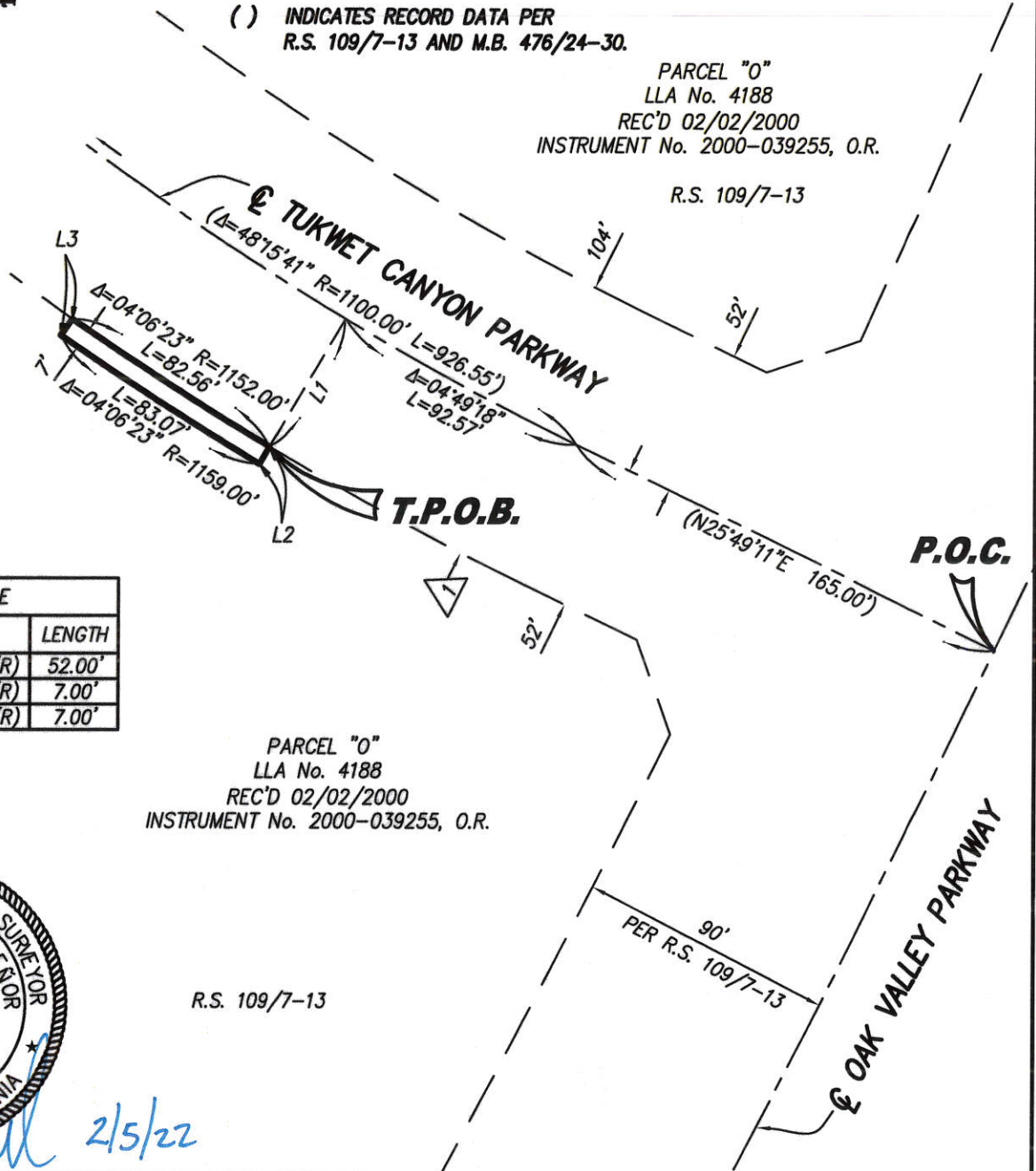
PARCEL 1, A 104' WIDE EASEMENT FOR PUBLIC ROADS, UTILITIES, AND DRAINAGE PURPOSES, IN FAVOR OF THE COUNTY OF RIVERSIDE RECORDED 06/02/1999, AS INSTRUMENT No. 241545, O.R.

**SURVEYOR'S NOTES:**

( ) INDICATES RECORD DATA PER R.S. 109/7-13 AND M.B. 476/24-30.

PARCEL "0"  
LLA No. 4188  
REC'D 02/02/2000  
INSTRUMENT No. 2000-039255, O.R.

R.S. 109/7-13



PARCEL "0"  
LLA No. 4188  
REC'D 02/02/2000  
INSTRUMENT No. 2000-039255, O.R.

R.S. 109/7-13

LINE TABLE		
NO.	BEARING	LENGTH
L1	N59°21'31"W (R)	52.00'
L2	N59°21'31"W (R)	7.00'
L3	N55°15'08"W (R)	7.00'



**PREPARED BY:**  
**PROACTIVE ENGINEERING CONSULTANTS WEST, INC.**

25109 JEFFERSON AVE., SUITE 200  
 MURRIETA, CA 92562  
 951-200-6840

**PREPARED UNDER THE SUPERVISION OF:**

**MIGUEL A. VILLASEÑOR**  
 EXPIRES 12-31-22

DATE 01/17/2022

**EXHIBIT "B"**

**PUBLIC UTILITY EASEMENT**  
 SECTION 1, T.3.S., R.2.W., S.B.B.M.

DATE: 01/17/22

SCALE: 1"=60'

SHEET 1 OF 1

INLAND VALLEY SURVEYING  
 CLOSURE REPORT  
 PROJECT: 19-149  
 DESCRIPTION: PRS EASEMENT  
 CREATED BY: MIGUEL VILLASENOR

TRAVERSE OF: Lot 1 - EASEMENT

BEARING	DISTANCE		NORTHING	EASTING
	STARTING	AT	2288719.8110	6320560.9047
N 59°21'31" W	7.00'	TO	2288723.3787	6320554.8821
S 59°21'31" E (R)	1159.00'	TO	2288132.6792	6321552.0556
DELTA = 04°06'23" RADIUS = 1159.00' LENGTH = 83.07' CHORD = N 32°41'40" E 83.05' TANGENT = 41.55'				
N 55°15'08" W (R)	1159.00'	TO	2288793.2705	6320599.7422
S 55°15'08" E	7.00'	TO	2288789.2807	6320605.4939
S 55°15'09" E (R)	1152.00'	TO	2288132.6858	6321552.0598
DELTA = 04°06'23" RADIUS = 1152.00' LENGTH = 82.56' CHORD = S 32°41'40" W 82.55' TANGENT = 41.30'				
N 59°21'31" W (R)	1152.00'	TO	2288719.8097	6320560.9038

ERROR OF CLOSURE NORTH = 0.00133127 EAST = 0.00085592  
 BEARING N 32°44'19" E DISTANCE = 0.0016  
 AREA = 579.727 SF 0.01 ACRES  
 PERIMETER = 179.62' PRECISION = 1 : 113491

TOTAL AREA OF THE LOTS: 579.727 SF 0.01 ACRES



BEAUMONT-CHERRY VALLEY WATER DISTRICT
DOMESTIC WATER IMPROVEMENT PLANS
PRESSURE REDUCING STATION 2650 ZONE TO 2520 ZONE
TRACT NO. 31462

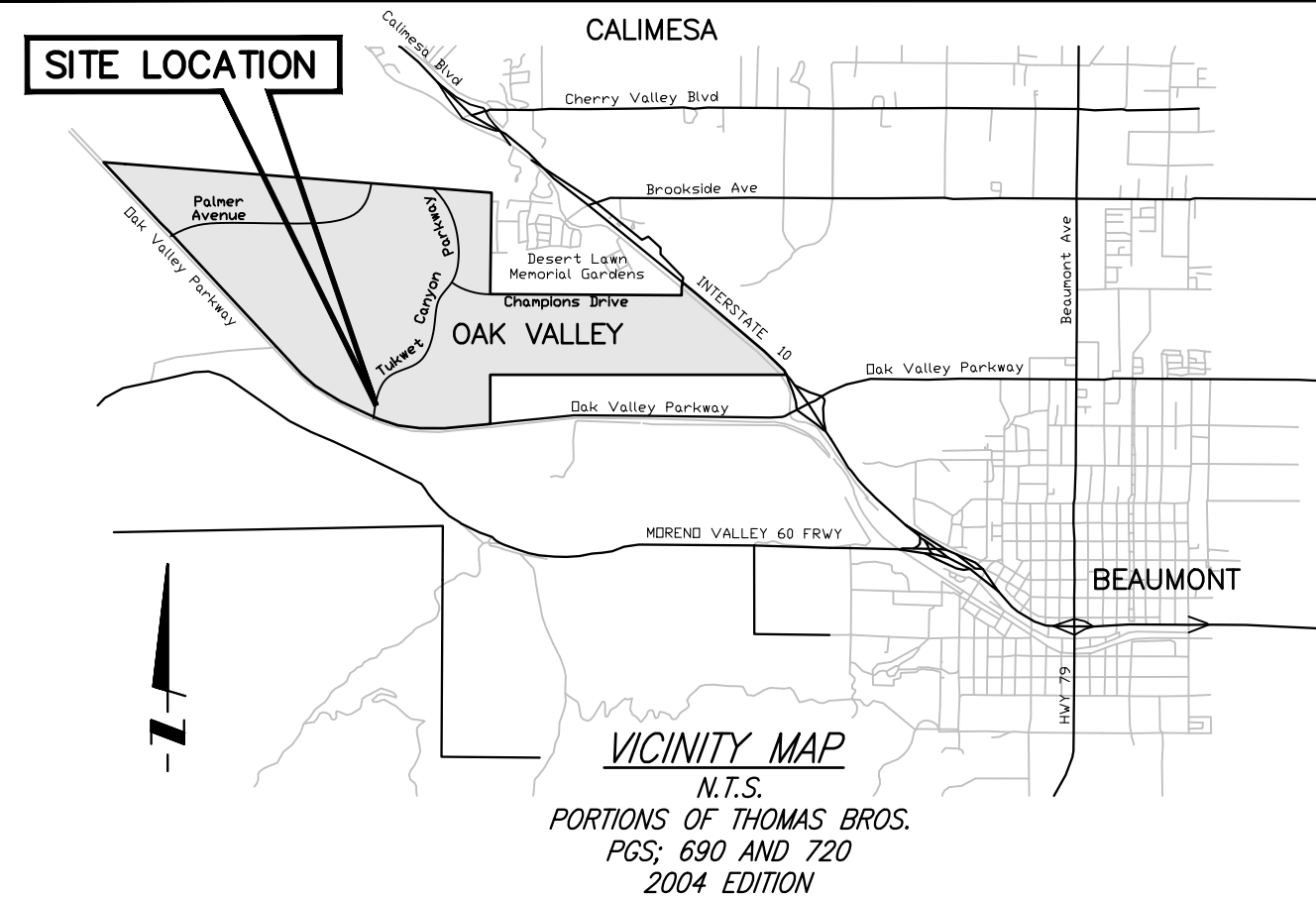


Table with 2 columns: ABBREVIATIONS and LEGEND. Lists various symbols and their corresponding terms like 'BCVWD BEAUMONT CHERRY VALLEY WATER DISTRICT', 'GB GRADE BREAK', 'FG FINISHED GRADE', etc.

PREPARED BY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVENUE
SUITE 200 MURRIETA, CA 92562
(951) 200-6840

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR(S)

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS...

- 1. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
2. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
3. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON...

CONTRACTOR'S RESPONSIBILITY FOR THE JOB SITE

CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUESTED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT...

BASIS OF BEARINGS

THE BASIS OF COORDINATES FOR THE MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "RABBIT" AND "REST", AS SHOWN HEREON...

- 1. CONTROL STATION "RABBIT" NATIONAL GEODETIC SURVEY, CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF CONCRETE STAMPED "RABBIT", HORIZONTAL ORDER = SECOND, HORIZONTAL DATUM IS NAD 83...
2. CONTROL STATION "REST" NATIONAL GEODETIC SURVEY, CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" HORIZONTAL ORDER = SECOND, VERTICAL ORDER = FIRST...
3. MAP BASE DATUM
A) MEAN SCALE FACTOR IS 1.00001314 B) MEAN ELEVATION IS 2366.920 FEET NAVD 88 C) MEAN SEAL LEVEL REDUCTION FACTOR 0.999891788 D) MAP COMBINATION FACTOR IS 0.999904925.

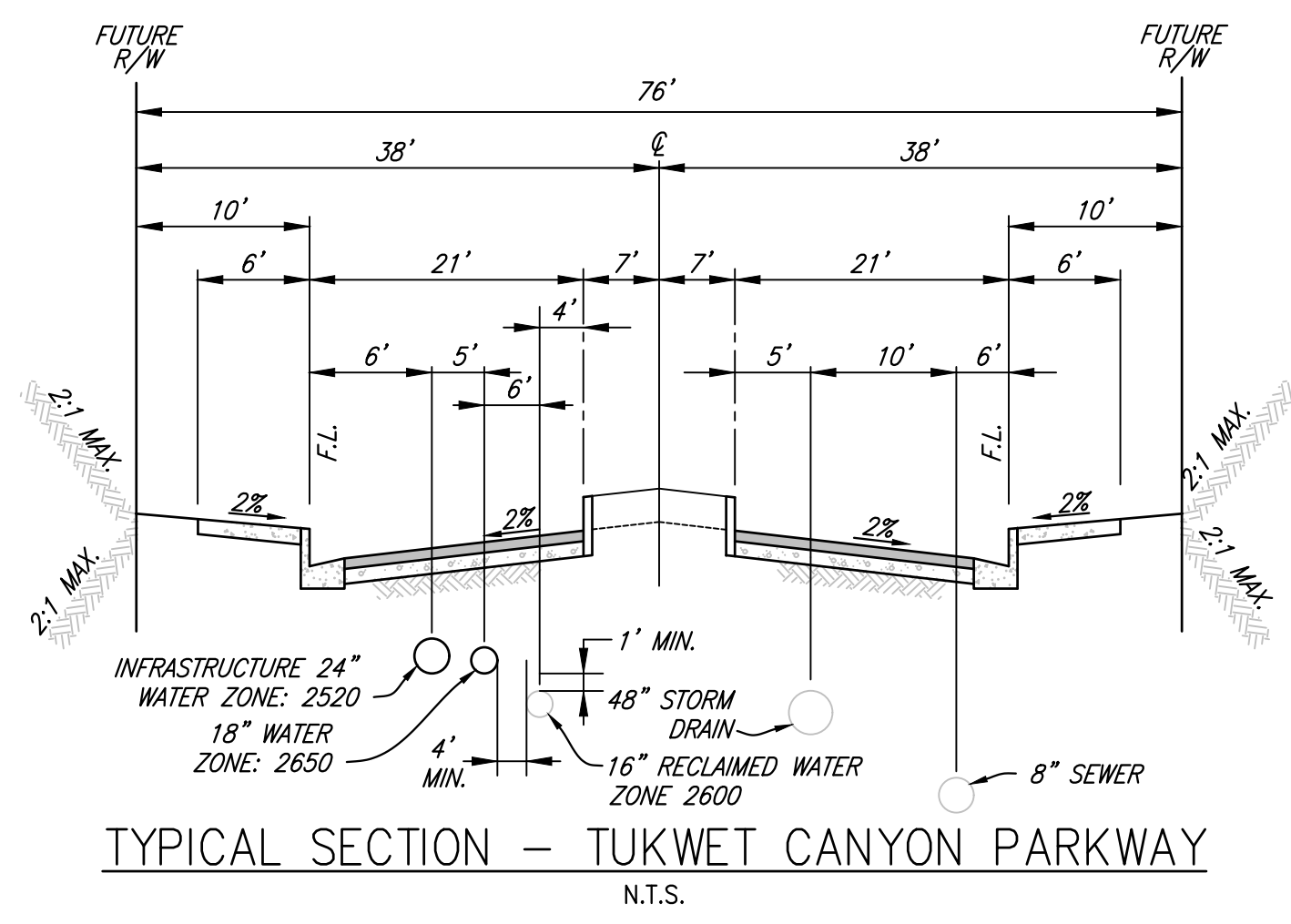
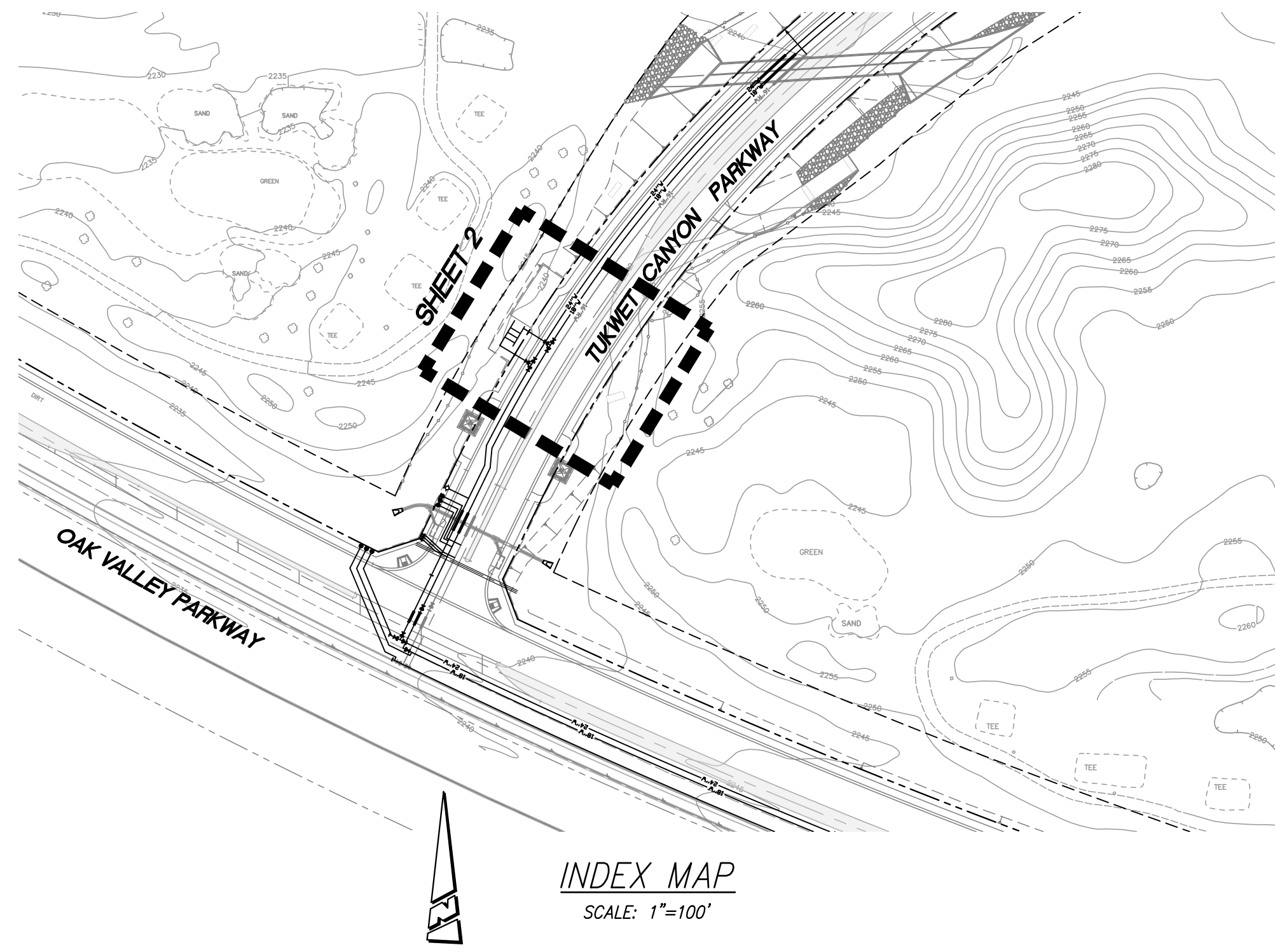
CONSTRUCTION NOTES AND QUANTITIES

- 1) INSTALL 18" CML&C STEEL PIPE WITH WELDED FLANGES AND BEDDING PER B.C.V.W.D. PLATE 6-1 19 L.F.
2) CONSTRUCT 4" A.C. PAVING OVER 12" COMPACTED NATIVE 970 S.F.
3) INSTALL 18" x 18" x 18" CML&C STEEL TEE WITH WELDED FLANGES AND BEDDING PER B.C.V.W.D. REQUIREMENTS 1 E.A.
4) INSTALL 18" x 18" x 12" CML&C STEEL TEE WITH WELDED FLANGES AND BEDDING PER B.C.V.W.D. REQUIREMENTS 3 E.A.
5) REMOVE EXISTING 18" BLIND FLANGE & INSTALL NEW 18" DI-ELECTRIC FLANGE/COUPLING. CONNECT TO NEW 18" CML&C STEEL PIPE AND WELDED FLANGES WITH INSULATION KIT AND BEDDING PER B.C.V.W.D. REQUIREMENTS 1 E.A.
6) INSTALL 12" x 6" CML&C STEEL CONCENTRIC REDUCER WITH 6" FLANGE AND PROTECTIVE COATING 2 E.A.
7) INSTALL 6" CML&C STEEL PIPE WITH 90° BEND (FLxFL) AND PROTECTIVE COATING 2 E.A.
8) INSTALL 6" MUELLER RESILIENT WEDGE GATE VALVE (FLxFL) WITH PROTECTIVE COATING 2 E.A.
9) INSTALL 6" CML&C STEEL PIPE (FLxFL) WITH PROTECTIVE COATING 9 L.F.
10) CONSTRUCT THRUST BLOCK PER DETAIL ON SHEET 3 4 E.A.
11) INSTALL 18" BLIND FLANGE 2 E.A.
12) CONSTRUCT 6" THICK CONCRETE PAD OVER 95% RELATIVE COMPACTED NATIVE 150 S.F.
13) INSTALL 3" CML&C STEEL PIPE WITH 90° BEND (FLxFL) AND PROTECTIVE COATING 2 E.A.
14) INSTALL 12" x 3" CML&C STEEL CONCENTRIC REDUCER WITH 3" FLANGE AND PROTECTIVE COATING 2 E.A.
15) INSTALL 6" CLA-VAL 92-01 PRESSURE REDUCING/SUSTAINING VALVE (FLxFL) WITH PROTECTIVE COATING 1 E.A.
16) INSTALL 24" CML&C STEEL PIPE WITH WELDED FLANGES AND BEDDING PER B.C.V.W.D. PLATE 6-1 36 L.F.
17) INSTALL 3" MUELLER RESILIENT WEDGE GATE VALVE (FLxFL) WITH PROTECTIVE COATING 2 E.A.
18) INSTALL 3" CML&C STEEL PIPE (FLxFL) WITH PROTECTIVE COATING 9 L.F.
19) INSTALL 3" CLA-VAL 92-01 PRESSURE REDUCING/SUSTAINING VALVE (FLxFL) WITH PROTECTIVE COATING 1 E.A.
20) INSTALL 24" x 24" x 12" CML&C STEEL TEE WITH WELDED FLANGES AND BEDDING PER B.C.V.W.D. REQUIREMENTS 3 E.A.
21) INSTALL 24" CML&C STEEL PIPE WITH 90° LONG RADIUS BEND, WELDED FLANGES AND BEDDING PER B.C.V.W.D. REQUIREMENTS 1 E.A.
22) INSTALL ADJUSTABLE PIPE SUPPORT 9 E.A.
23) INSTALL 12" CML&C STEEL PIPE WITH WELDED FLANGES PER B.C.V.W.D. REQUIREMENTS 50 L.F.
24) INSTALL 24" BLIND FLANGE 1 E.A.
25) CONSTRUCT CONCRETE DRIVEWAY APPROACH PER RIVERSIDE COUNTY STANDARD NO. 207A 431 S.F.
26) CONSTRUCT 8'-2" HIGH TUBE STEEL FENCE PER DETAIL ON SHEET 3 86 L.F.
27) CONSTRUCT 18" WIDE GATE PER DETAIL ON SHEET 3 1 E.A.
28) INSTALL 12" x 10" CML&C STEEL CONCENTRIC REDUCER WITH 10" FLANGE AND PROTECTIVE COATING 2 E.A.
29) INSTALL 10" CML&C STEEL PIPE WITH 90° BEND (FLxFL) AND PROTECTIVE COATING 2 E.A.
30) INSTALL 10" MUELLER RESILIENT WEDGE GATE VALVE (FLxFL) WITH PROTECTIVE COATING 2 E.A.
31) INSTALL 10" CML&C STEEL PIPE (FLxFL) WITH PROTECTIVE COATING 9 L.F.
32) INSTALL 10" CLA-VAL 92-01 PRESSURE REDUCING/SUSTAINING VALVE (FLxFL) WITH PROTECTIVE COATING 1 E.A.
33) REMOVE EXISTING 24" BLIND FLANGE & INSTALL NEW 24" DI-ELECTRIC FLANGE/COUPLING. CONNECT TO NEW 24" CML&C STEEL PIPE AND WELDED FLANGES WITH INSULATION KIT AND BEDDING PER B.C.V.W.D. REQUIREMENTS 1 E.A.
34) SAW-CUT AND REMOVE PORTION OF (E) CONCRETE GUTTER. REPLACE GUTTER PER STD. NO. 207A 107 S.F.
35) INSTALL REMOVABLE GUARD POST (4'-0" MAX. ON CENTER) PER DETAIL ON SHEET 3 11 E.A.

TOTAL

POTABLE WATER NOTES:

- 1. ALL WORK SHOWN ON THESE PLANS SHALL BE PERFORMED IN ACCORDANCE WITH THE "DISTRICT STANDARDS FOR THE FURNISHING OF MATERIALS AND THE CONSTRUCTION OF WATER AND RECYCLED WATER FACILITIES AND PREPARATION OF WATER SYSTEM PLANS", LATEST REVISION, AND THE ADOPTED ADDENDUMS THERETO.
2. WORK SHALL BE PERFORMED BY A CONTRACTOR LICENSED IN THE STATE OF CALIFORNIA, EXPERIENCED IN WATER UTILITY CONSTRUCTION.
3. CONTRACTOR SHALL OBTAIN CONSTRUCTION PERMIT FROM THE DISTRICT AND PAY INSPECTION AND VALVE COVER DEPOSIT PRIOR TO CONSTRUCTION.
4. UNLESS OTHERWISE INDICATED, ALL PIPES SHALL BE CEMENT MORTAR LINED DUCTILE IRON PIPE, MINIMUM PRESSURE CLASS 150, WITH PUSH-ON JOINTS. ALL PIPES SHALL BE INSTALLED WITH TRACER WIRE. TRACER WIRE SHALL BE 14-GAUGE, INSULATED (BLUE COLOR) SOLID COPPER WIRE.
5. FOR SEPARATION REQUIREMENTS BETWEEN WATER AND RECYCLED WATER, STORM DRAINS, AND SEWER LINES, SEE RIVERSIDE COUNTY STANDARD NO. 609 AND CALIFORNIA CODE OF REGULATIONS, TITLE 22, SECTION 64572.
6. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA AT 811 / 800-227-2600 FOR LOCATION OF ALL UNDERGROUND UTILITIES, TWO WORKING DAYS PRIOR TO COMMENCING WORK.
7. CONTRACTOR SHALL OBTAIN NECESSARY PERMITS FROM CITY OF BEAUMONT, AND/OR RIVERSIDE COUNTY, AS APPROPRIATE, PRIOR TO CONSTRUCTION.
8. CONTRACTOR SHALL NOTIFY THE DISTRICT AT (951) 845-9581 TWO WORKING DAYS PRIOR TO COMMENCING WORK ON THE WATER UTILITY INSTALLATION. CONTRACTOR SHALL NOTIFY DISTRICT BY PRECEDING WEDNESDAY AT 4:00 P.M. PRIOR TO WORKING DURING THE WEEKEND. CANCELLATIONS SHALL BE NOTIFIED TO THE DISTRICT BY PRECEDING FRIDAY AT 3:00 P.M.
9. NO EXISTING DISTRIBUTION SYSTEM VALVE SHALL BE OPERATED BY THE CONTRACTOR. DISTRICT PERSONNEL WILL OPERATE ALL NECESSARY VALVES.
10. NO DEVIATIONS FROM THESE PLANS SHALL BE PERMITTED WITHOUT THE APPROVAL OF THE DISTRICT.
11. EXISTING WATER MAINS SHALL NOT BE TAKEN OUT OF SERVICE FOR MORE THAN 4 HOURS. CONTRACTOR SHALL NOTIFY ALL WATER USERS AFFECTED BY THE SHUTDOWN A MINIMUM OF 48 HOURS PRIOR TO THE ACTUAL SHUTDOWN. INDICATE THE DATE AND PRECISE HOURS THAT THE MAIN WILL BE TAKEN OUT OF SERVICE.
12. FIRE FLOW FOR THIS PROJECT IS 1,000 GPM AT 20 PSI RESIDUAL.
13. CONTRACTOR SHALL CONFORM TO THE STREET EXCAVATION REPLACEMENT STANDARDS OF THE CITY OF BEAUMONT OR RIVERSIDE COUNTY, WHICHEVER HAS JURISDICTION.
14. CONTRACTOR SHALL NOTIFY THE DISTRICT AT (951) 845-9581 TWO WORKING DAYS PRIOR TO PLACEMENT OF CONCRETE FOR SIDEWALKS.
15. AIR VACUUM RELEASE ASSEMBLIES PER DISTRICT STANDARD PLATES NO. 5-1 AND 5-2 SHALL BE INSTALLED AT ALL HIGH POINTS ON THE WATER MAIN. ADDITIONAL ASSEMBLIES OVER THOSE SHOWN ON THE DRAWINGS MAY BE NECESSARY WHEN SUBSTRUCTURES REQUIRE A CHANGE IN LINE OR GRADE OF THE WATER LINE.
16. CONTRACTOR TO INSTALL MINIMUM 1" COPPER, TYPE K, SERVICE LATERALS IN ACCORDANCE WITH DISTRICT SPECIFICATIONS SHOWN ON DISTRICT STANDARD PLATE 6-2, PLATE 6-3, AND PLATE 12.
17. CONTRACTOR SHALL COORDINATE ALL RECONNECTS WITH DISTRICT PERSONNEL PRIOR TO ANY CONNECTIONS OR RETIREMENTS OF ANY DISTRICT FACILITIES.
18. CONTRACTOR SHALL RESTRAIN ALL JOINTS AT TEES, ELBOWS, DEAD ENDS, ETC. AS INDICATED ON THE PLANS, AS A MINIMUM PER GENERAL NOTES 1-6 BELOW.
19. CONTRACTOR SHALL BEAR ALL COSTS FOR THE CORRECTION OR REMOVAL AND REPLACEMENT OF DEFECTIVE WORK, AND ALL ADDITIONAL DIRECT AND INDIRECT COSTS THE CITY, COUNTY, OR DISTRICT MAY INCUR ON ACCOUNT OF DEFECTIVE WORK, INCLUDING THE COSTS OF ADDITIONAL ADMINISTRATIVE, PROFESSIONAL CONSULTANT, INSPECTION, TESTING, AND OTHER SERVICES.
20. ALL DRY-UTILITIES SHALL BE LOCATED ON OPPOSITE PROPERTY LINE FROM WATER SERVICE LATERAL OR NO CLOSER THAN 2' TO ANY WATER SERVICE LATERAL.
21. ALL PIPE SHALL BE HYDRO TESTED, DISINFECTED AND APPROVED PRIOR TO FINAL CONNECTION TO EXISTING WATER LINES.
22. BASIS OF WATER LINE STATIONING SHALL BE ALONG STREET CENTERLINE, UNLESS OTHERWISE NOTED.
23. ALL MATERIALS SHALL BE OF DOMESTIC ORIGIN AND NOT OF FOREIGN MANUFACTURE.
24. CONTRACTOR SHALL FURNISH TO THE DISTRICT ELECTRONIC FILES IN AUTOCAD FORMAT OF THE SIGNED AND APPROVED RECORD DRAWINGS AND GIS DIGITAL DATA DEFINITION TABLES, PER DISTRICT STANDARDS, PRIOR TO FINAL ACCEPTANCE OF THE WORK.
25. CONTRACTOR SHALL FURNISH TO THE DISTRICT COPIES OF ALL SOIL COMPACTION TEST REPORTS FOR THE INSTALLED WATER MAINS TWO (2) WORKING DAYS PRIOR TO HYDRO TESTING OF PIPELINES.
26. CONTRACTOR SHALL FURNISH TO THE DISTRICT INTERSECT THE PLATES IN ACCORDANCE WITH DISTRICT STANDARD PLATE NO. D-2 FOR ALL VALVE LOCATIONS PRIOR TO FINAL ACCEPTANCE OF THE WORK.
27. CONTRACTOR SHALL FURNISH TO THE DISTRICT PROJECT SPECIFIC MATERIALS OF CONSTRUCTION SUBMITTALS (IN PDF FORMAT) FOR REVIEW APPROVAL PRIOR TO COMMENCING CONSTRUCTION.
28. CONTRACTOR SHALL KEEP AND MAINTAIN AT THE JOB SITE 1 (ONE) SET OF RECORD DRAWINGS. CONTRACTOR SHALL MARK ON DRAWINGS ALL CHANGES IN PROJECT CONDITIONS, LOCATIONS, CONFIGURATIONS AND ANY DEVIATIONS WHICH MAY VARY FROM THE DRAWINGS. THESE MASTER RECORD DRAWINGS SHALL BE MAINTAINED UP TO DATE DURING THE PROGRESS OF THE WORK. RECORD DRAWINGS SHALL BE ACCESSIBLE TO THE DISTRICT AT ALL TIMES DURING CONSTRUCTION AND A COPY OF SAID RECORD DRAWINGS SHALL BE DELIVERED TO THE DISTRICT UPON COMPLETION OF THE WORK.



APPLICANT'S ENGINEER CERTIFICATE

THIS CERTIFIES THAT ON 11/30/22, I HAVE REVIEWED THE PLANS OF DOMESTIC WATER SYSTEM FOR THIS TRACT AND THEY MEET THE REQUIREMENTS OF THE CALIFORNIA SECTION OF THE AMERICAN WATER WORKS ASSOCIATION, AND THE RIVERSIDE COUNTY STANDARDS WHERE THE INSTALLATION IS WITHIN SAID COUNTY, FOR MINIMUM REQUIREMENTS FOR SAFE PRACTICE IN THE PRODUCTION AND DISTRIBUTION OF WATER FOR DOMESTIC USE.

THE DISTRIBUTION SYSTEM AND TRANSMISSION MAINS AT THE POINT OF SUPPLY TO THIS TRACT ARE ADEQUATE TO SUPPLY WATER TO ALL SECTIONS OF THE TRACT IN ACCORDANCE WITH SECTION 5-21 OF THE ABOVE QUOTED STANDARDS.

Signature: GEORGE ALAN LENFESTEY R.C.E. # 45920 DATE: 11/30/22

I CERTIFY THAT THE DESIGN OF THE WATER SYSTEM IS IN ACCORDANCE WITH THE REQUIREMENTS PRESCRIBED BY THE RIVERSIDE COUNTY FIRE DEPARTMENT.

Signature: GEORGE ALAN LENFESTEY R.C.E. # 45920 DATE: 11/30/22

DISTRICT ENGINEER'S CERTIFICATE

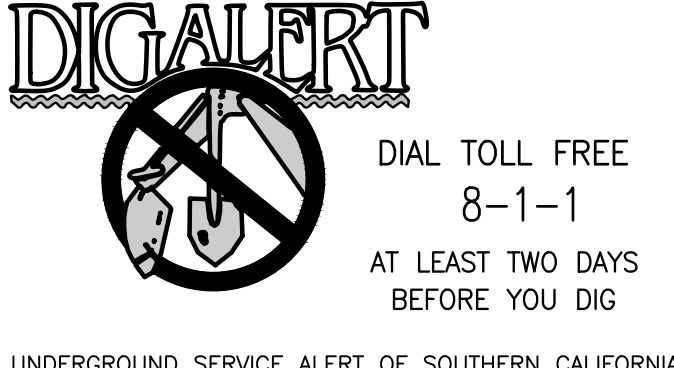
THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REVIEWED BY AND ARE HEREBY APPROVED BY BEAUMONT CHERRY VALLEY WATER DISTRICT AND THAT THIS DISTRICT IS WILLING AND ABLE TO SUPPLY WATER TO EVERY LOT IN THIS TRACT IN ACCORDANCE WITH THE PURE WATER LAWS OF THE STATE OF CALIFORNIA.

DISTRICT ENGINEER DATE

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT. REVIEWED BY: DATE: APPROVED BY: CITY ENGINEER DATE:

CONSTRUCTION: CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICE, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY...

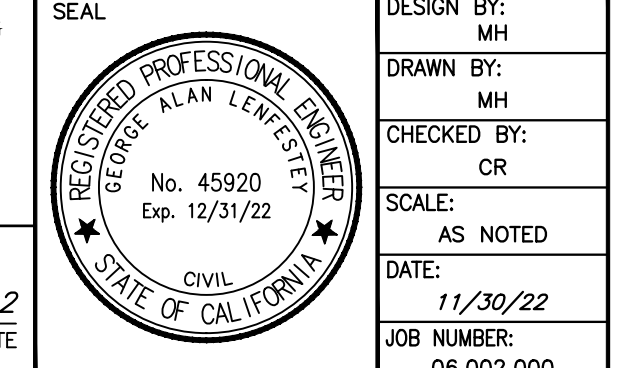
UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, CHANGES TO OR USES OF THESE PLANS.



BASIS OF BEARINGS: DESCRIPTION: THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT". BEARING: N 27°39'52" E

BENCHMARK: DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10 ELEV. 2491.44, NGVD 29

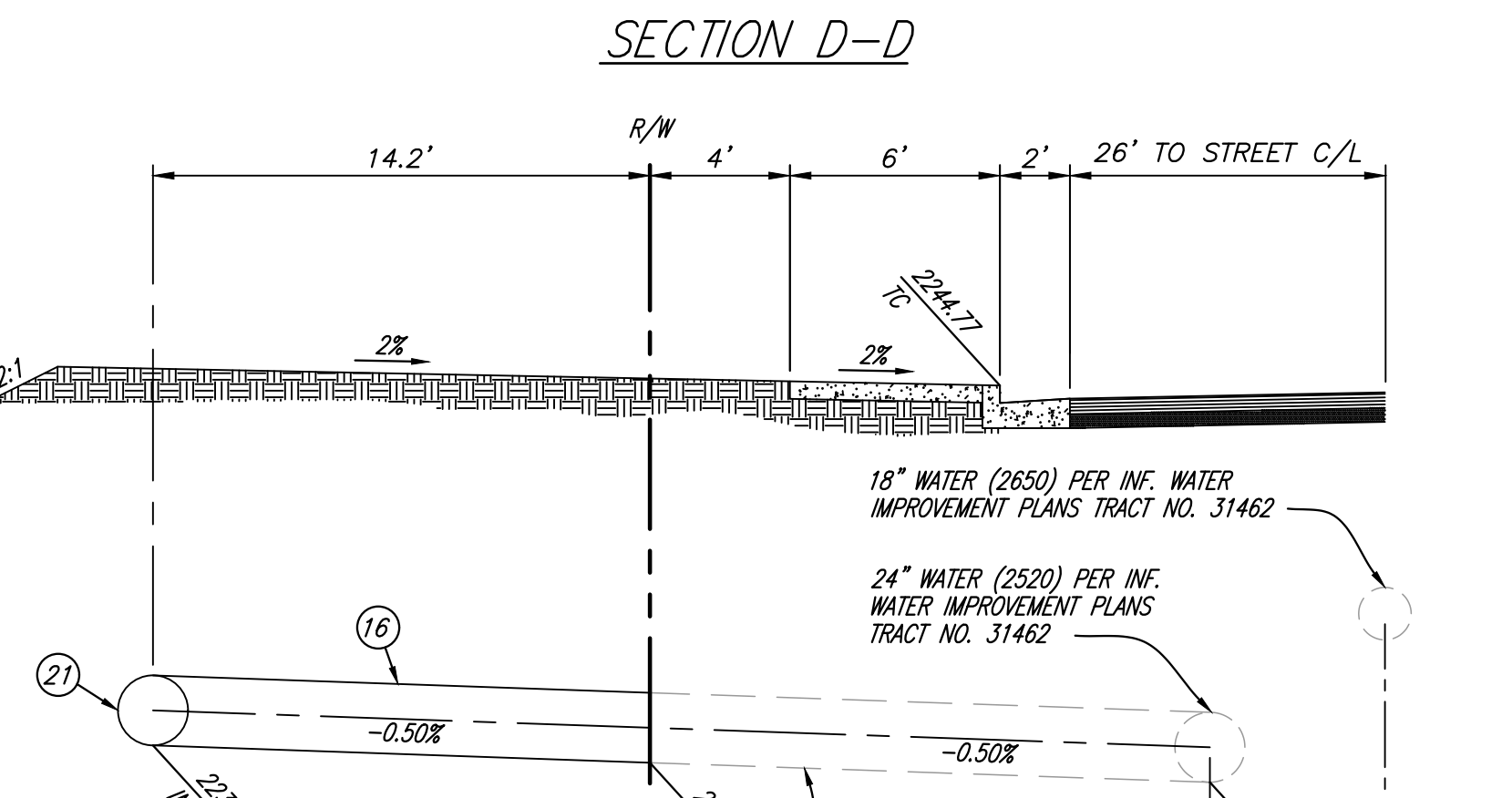
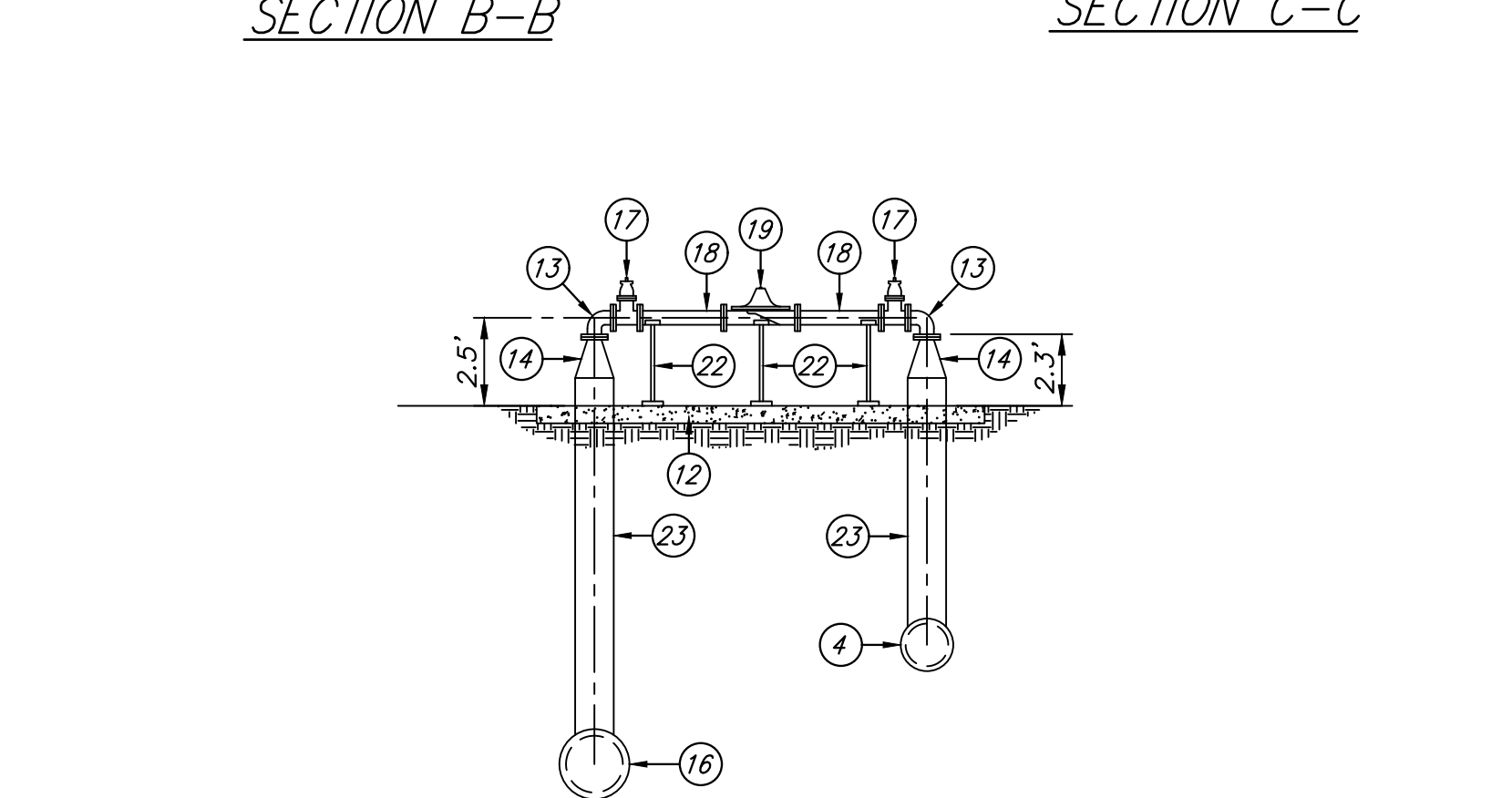
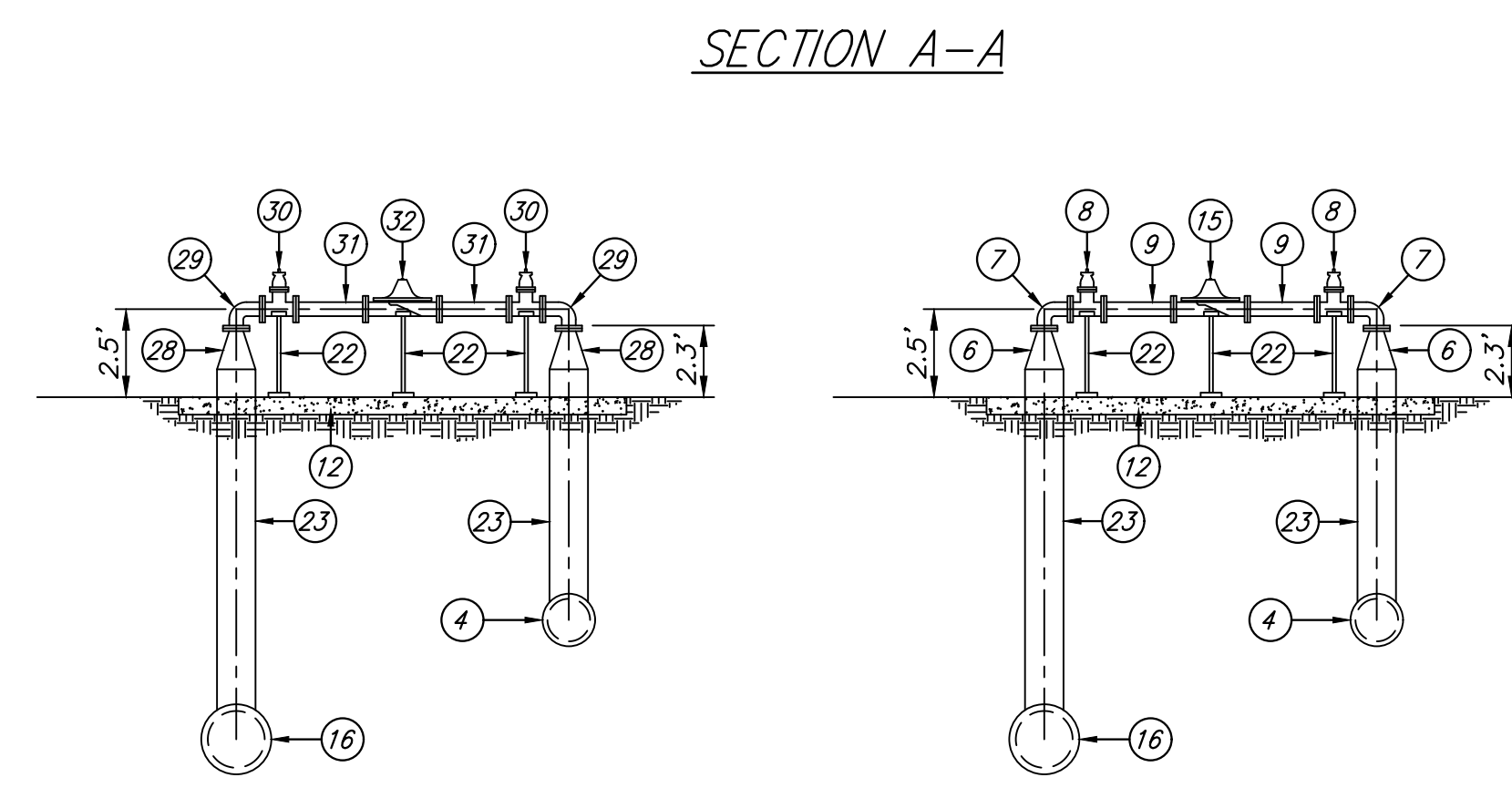
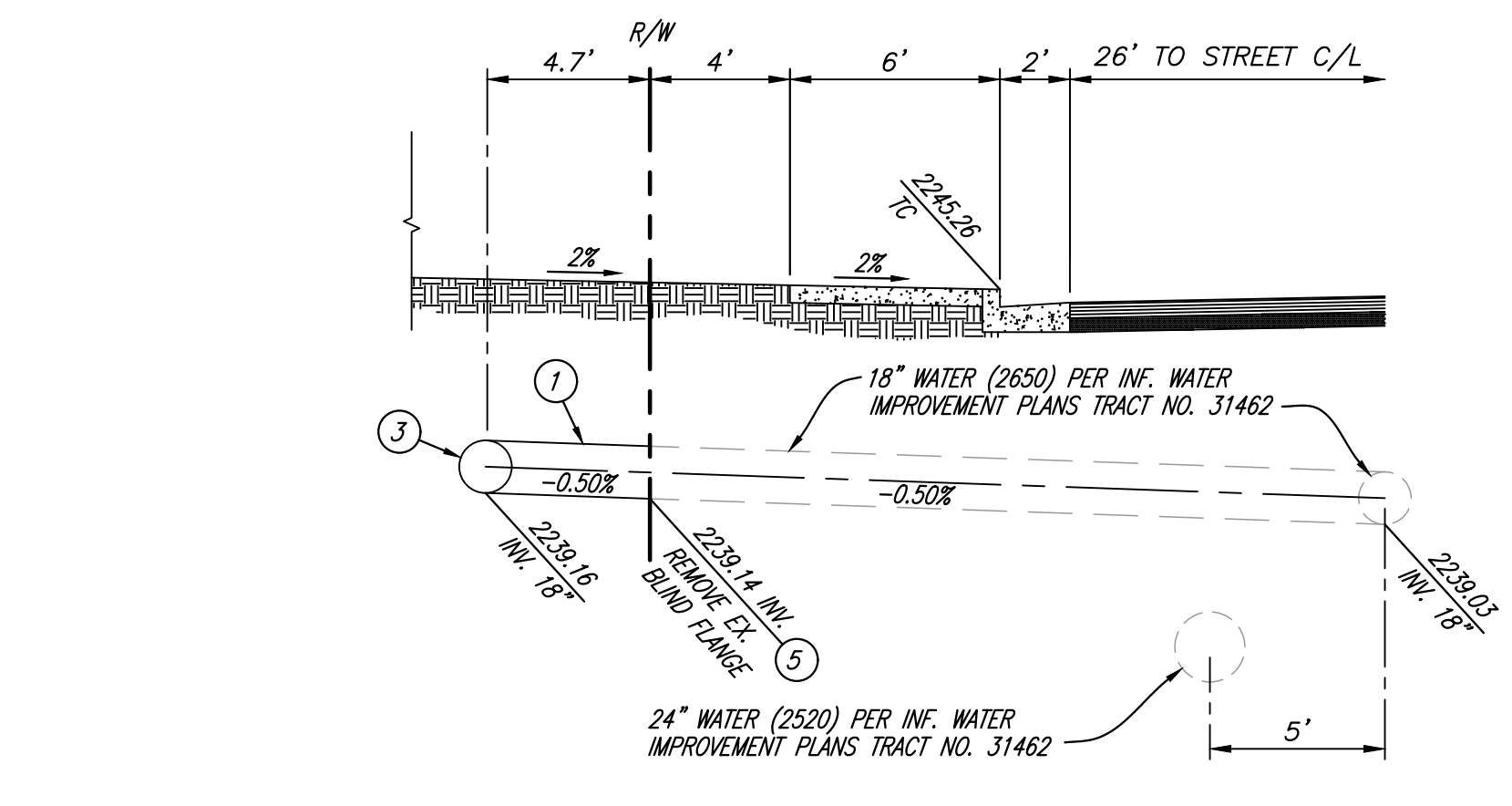
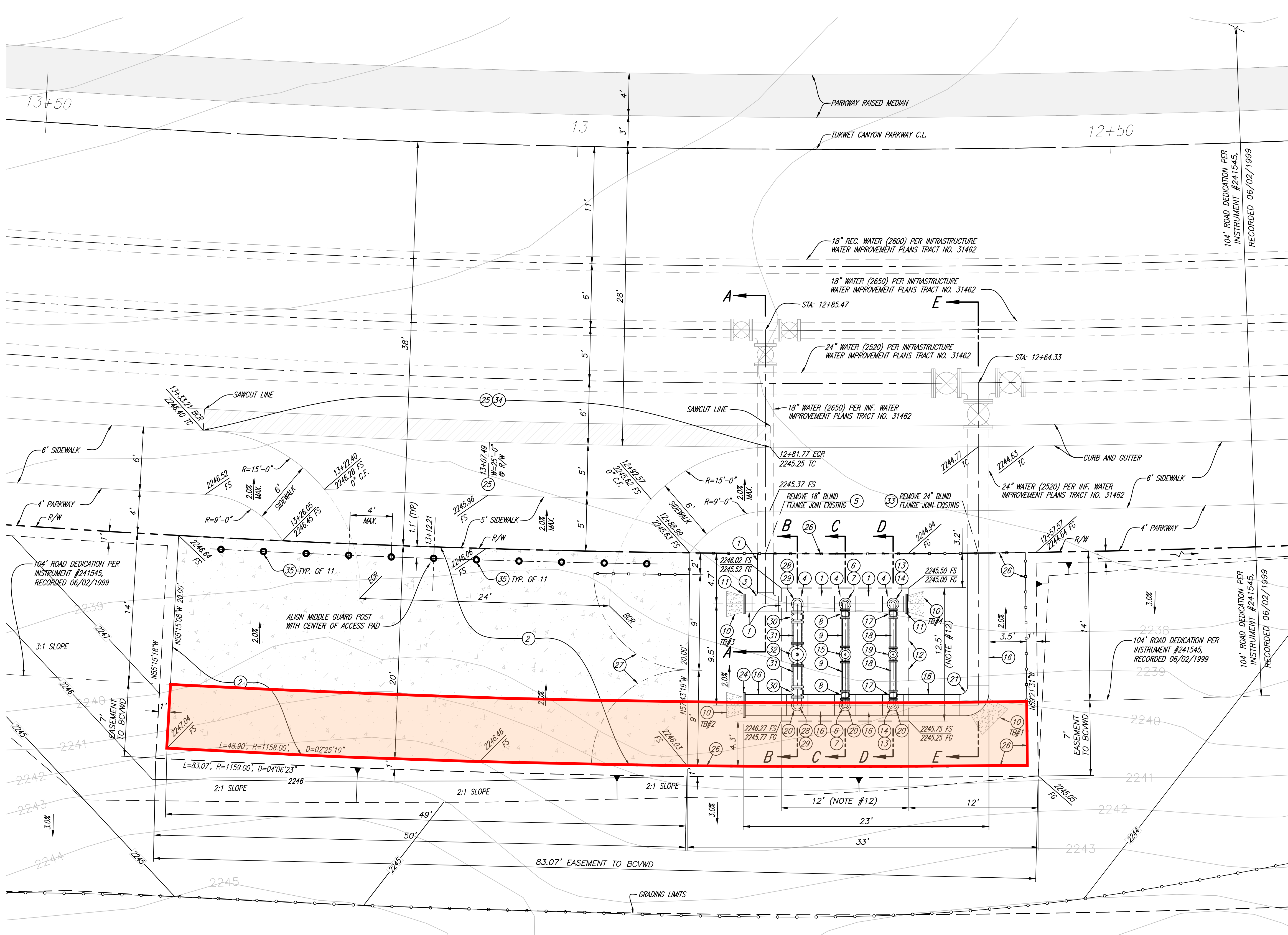
Table with columns: BY, MARK, DESCRIPTION, APPR., DATE, CITY. Includes signature of George Alan Lenfestey and date 11/30/22.



DESIGN BY: MH, DRAWN BY: MH, CHECKED BY: CR, SCALE: AS NOTED, DATE: 11/30/22, JOB NUMBER: 06.002.000. BEAUMONT-CHERRY VALLEY WATER DISTRICT RIVERSIDE COUNTY, CALIFORNIA. Approved By: MARK B. SWANSON DISTRICT ENGINEER R.C.E. NO. 72332 Date:

INDEX OF SHEETS: SHEET 1 - TITLE SHEET, VICINITY MAP, GENERAL NOTES, INDEX MAP, LEGEND, CONSTRUCTION NOTES AND QUANTITIES. SHEET 2 - P.R.S. SITE PLAN AND SECTIONS. SHEET 3 - DETAILS. SHEET 4 - TURNING EXHIBIT. PZ 2650 - PZ 2520

CITY OF BEAUMONT, CALIFORNIA DOMESTIC WATER IMPROVEMENT PLANS PRESSURE REDUCING STATION TRACT NO. 31462. TITLE SHEET, VICINITY MAP, GENERAL NOTES, INDEX MAP, LEGEND, CONSTRUCTION NOTES AND QUANTITIES. FOR: ARGENT MANAGEMENT. SHEET 1 OF 4 SHEETS. DRAWING NAME: FILE NO.:

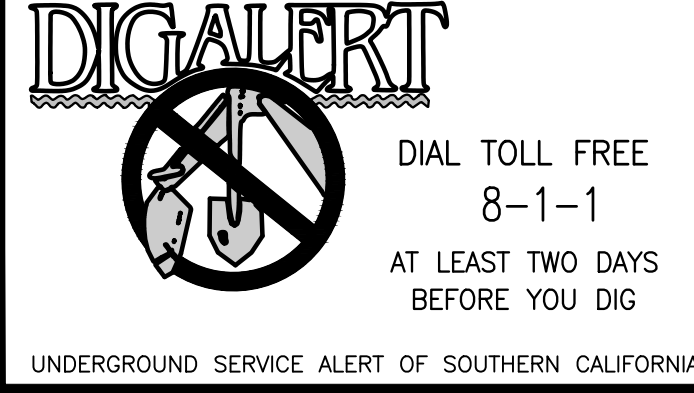
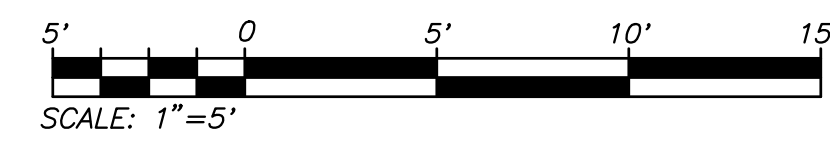


THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER BCVWD APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY BCVWD.

NOTE:  
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

PROPOSED EASEMENT AREA (APPROX. 7'x83')

**SITE PLAN NOTE:**  
SEE SHEET 1 FOR DESCRIPTION OF CONSTRUCTION NOTES AND QUANTITIES



**BASIS OF BEARINGS:**  
DESCRIPTION: THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".  
BEARING: N 27°39'52" E

**BENCHMARK:**  
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10  
ELEV. 2491.44, NGVD 29

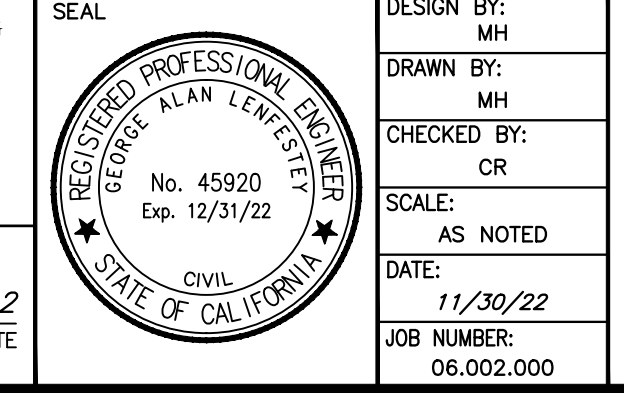
BY	MARK	DESCRIPTION	APPR.	DATE

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.  
2009 WILSON BLVD. SUITE 200  
MIRAMONTE, CA 92552  
951-200-8860

**PROACTIVE ENGINEERING WEST**

GEORGE ALAN LENFESTY  
R.C.E. 45920

11/30/22



DESIGN BY: MH  
DRAWN BY: MH  
CHECKED BY: CR  
SCALE: AS NOTED  
DATE: 11/30/22  
JOB NUMBER: 06.002.000

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

MARK B. SWANSON  
DISTRICT ENGINEER  
R.C.E. NO. 72332

BEAUMONT-CHERRY VALLEY WATER DISTRICT  
RIVERSIDE COUNTY, CALIFORNIA

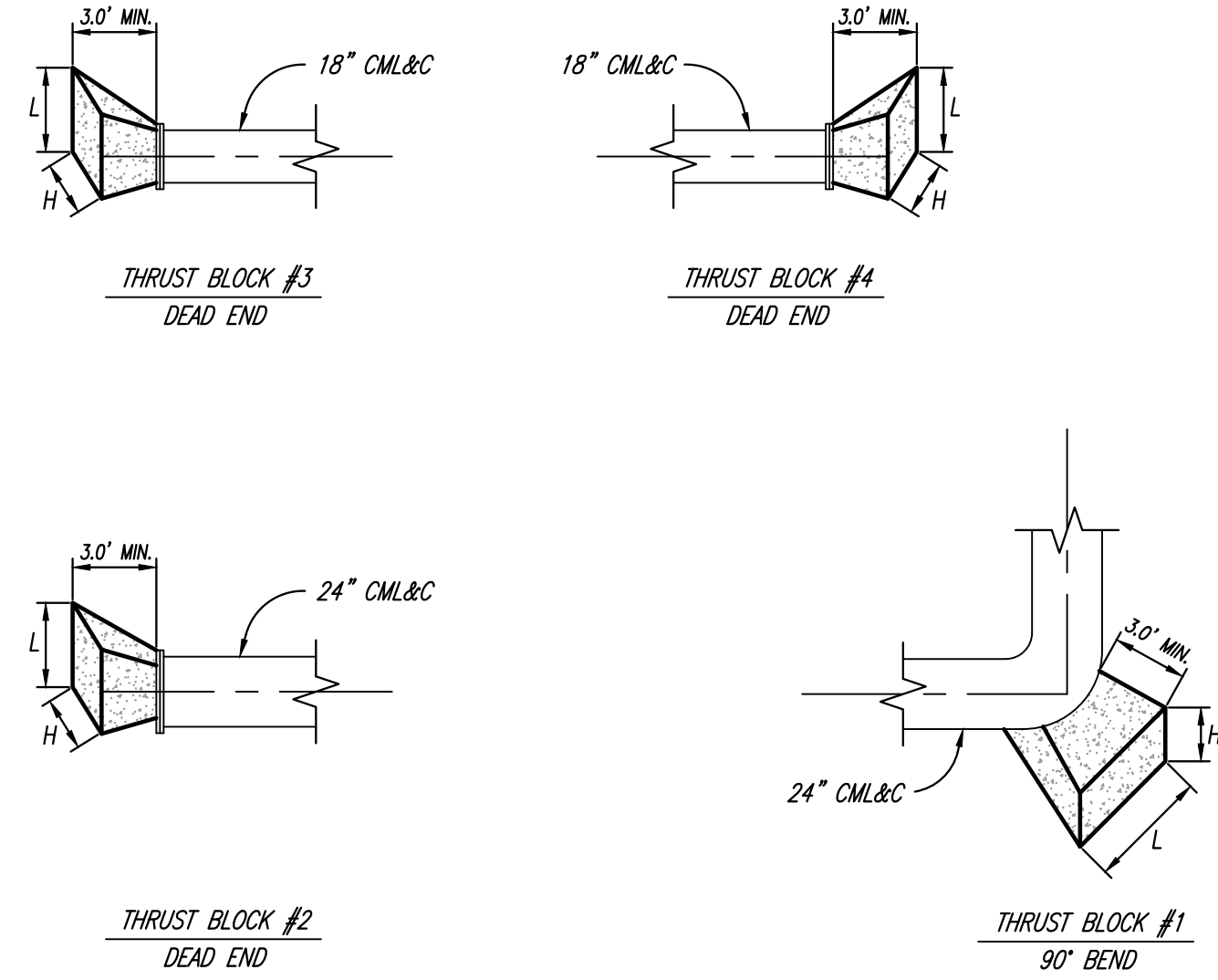
CITY OF BEAUMONT, CALIFORNIA  
DOMESTIC WATER IMPROVEMENT PLANS  
PRESSURE REDUCING STATION  
TRACT NO. 31462  
**P.R.S. SITE PLAN AND SECTIONS**

FOR: ARGENT MANAGEMENT

PZ 2650 - PZ 2520

SHEET 2

OF 4 SHEETS  
DRAWING NAME:  
FILE NO.:

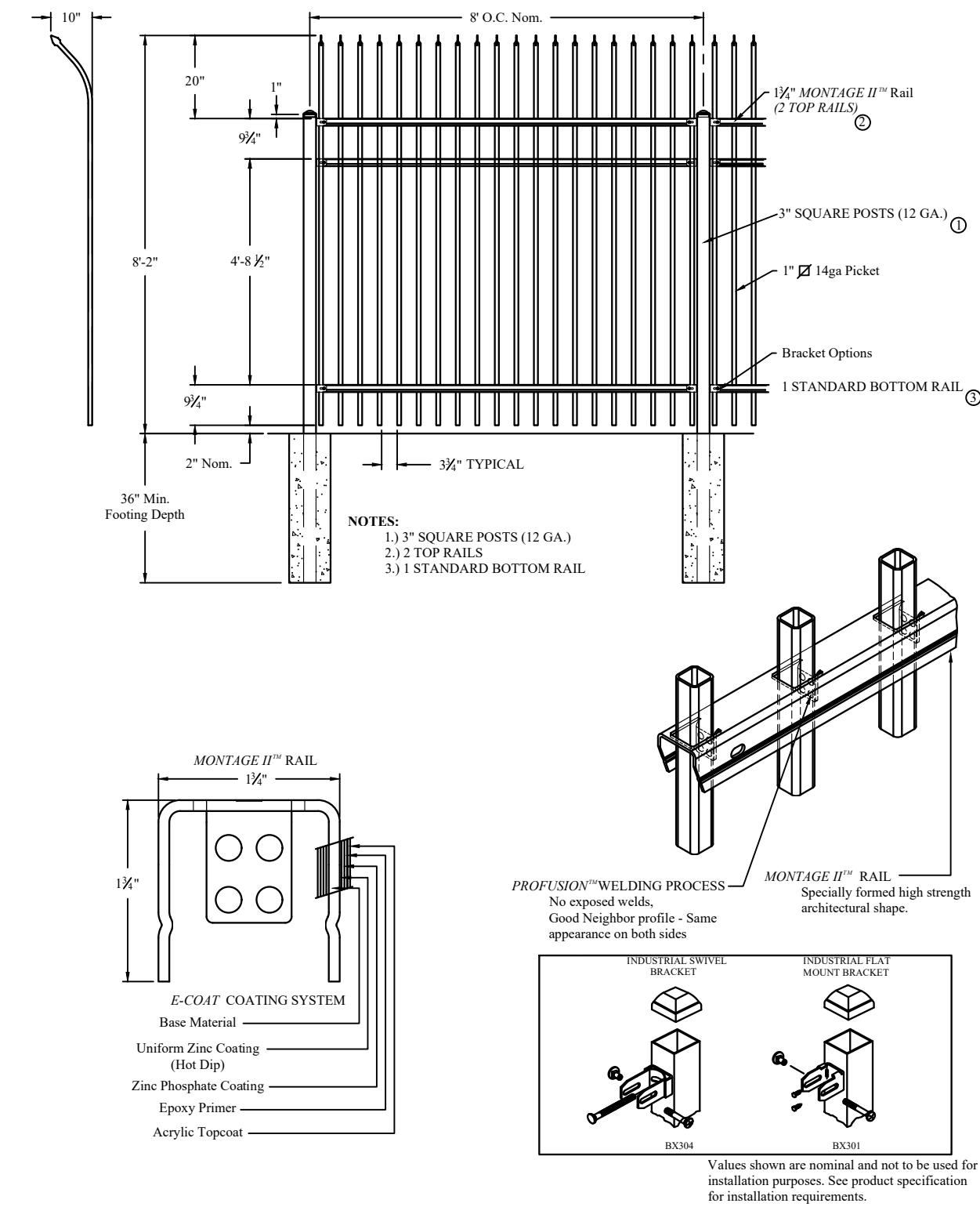


**THRUST BLOCK DESIGN CRITERIA**

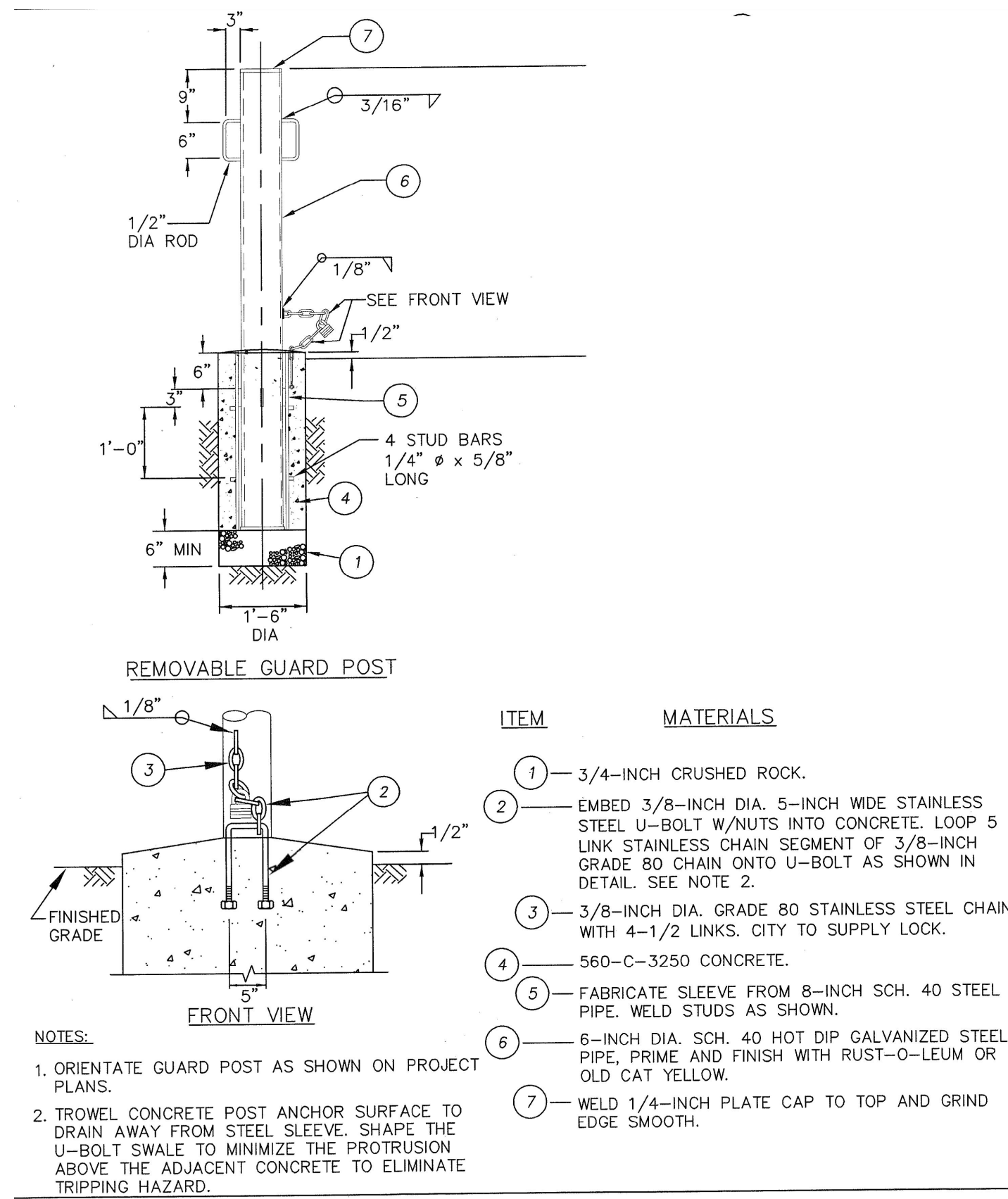
PER ASCE

THRUST BLOCK NUMBER (TB#)	NOMINAL PIPE SIZE (IN.)	TYPE OF FITTING	SOILS BEARING PRESSURE (PSF)	THRUST BLOCK AREA (SF)	THRUST BLOCK HEIGHT (H)	THRUST BLOCK LENGTH (L)
TB#1	24"	90°	2,000	84 SF	6.50'	13.0'
TB#2	24"	END	2,000	60 SF	5.50'	11.0'
TB#3	18"	END	2,000	38 SF	4.50'	8.75'
TB#4	18"	END	2,000	38 SF	4.50'	8.75'

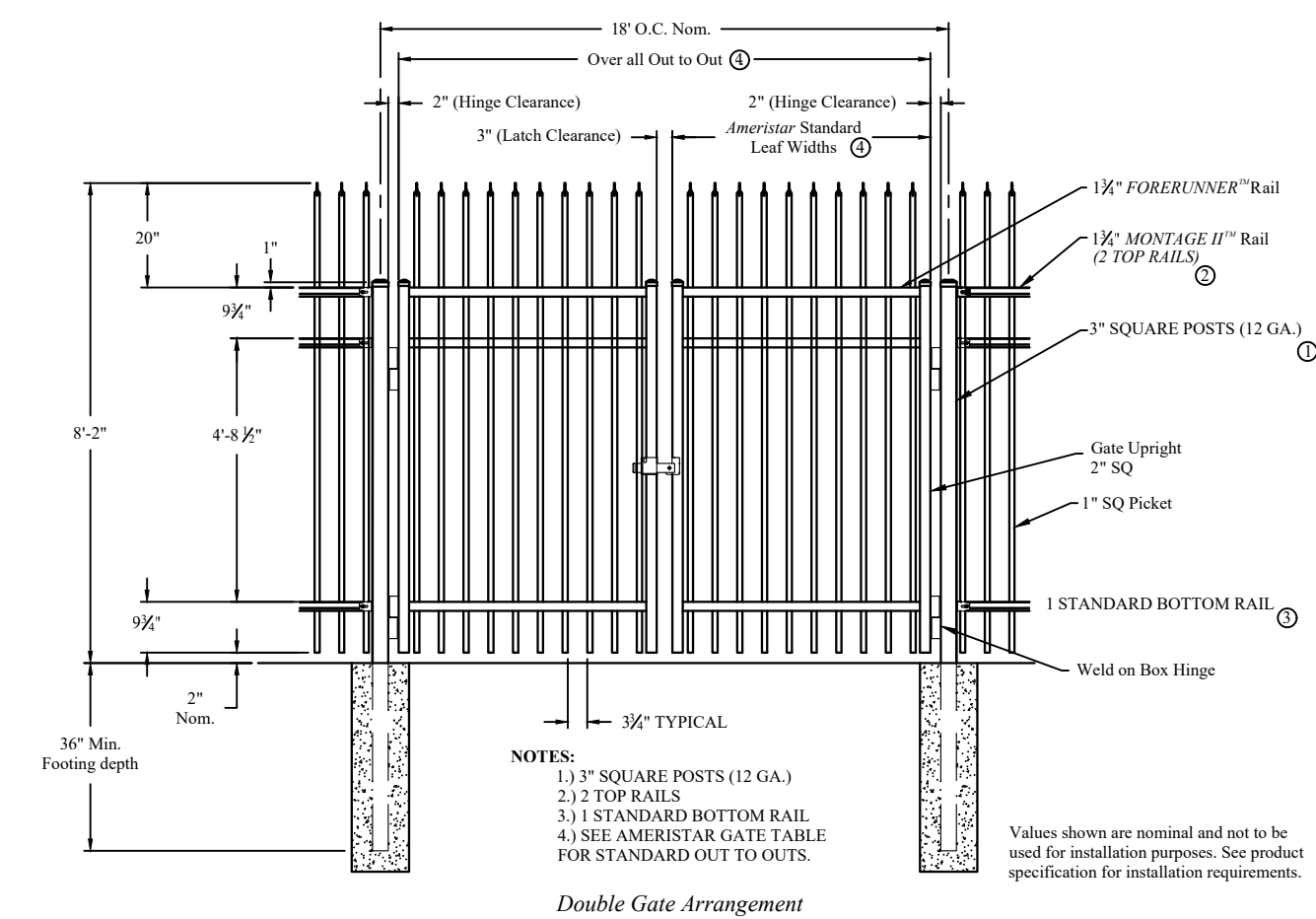
**10** THRUST BLOCK DETAIL  
N.T.S.



**26** STEEL FENCE DETAILS  
N.T.S.



**35** GUARD POST DETAIL  
N.T.S.



**27** STEEL GATE DETAIL  
N.T.S.

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER BCVWD APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY BCVWD.

NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

**DIG ALERT**  
DIAL TOLL FREE 8-1-1  
AT LEAST TWO DAYS BEFORE YOU DIG  
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

**BASIS OF BEARINGS:**  
DESCRIPTION: THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".  
BEARING: N 27°39'52" E

**BENCHMARK:**  
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10  
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.  
2509 JEFFERSON BLVD. SUITE 200  
MIRAMONTE, CA 92552  
951-200-8860

**PROACTIVE ENGINEERING WEST**

GEORGE ALAN LENFESTY  
R.C.E. 45920

11/30/22

REGISTERED PROFESSIONAL ENGINEER  
GEORGE ALAN LENFESTY  
No. 45920  
Exp. 12/31/22  
CIVIL  
STATE OF CALIFORNIA

DESIGN BY: MH  
DRAWN BY: MH  
CHECKED BY: CR  
SCALE: AS NOTED  
DATE: 11/30/22  
JOB NUMBER: 06.002.000

BEAUMONT-CHERRY VALLEY WATER DISTRICT  
RIVERSIDE COUNTY, CALIFORNIA

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

MARK B. SWANSON  
DISTRICT ENGINEER  
R.C.E. NO. 72332

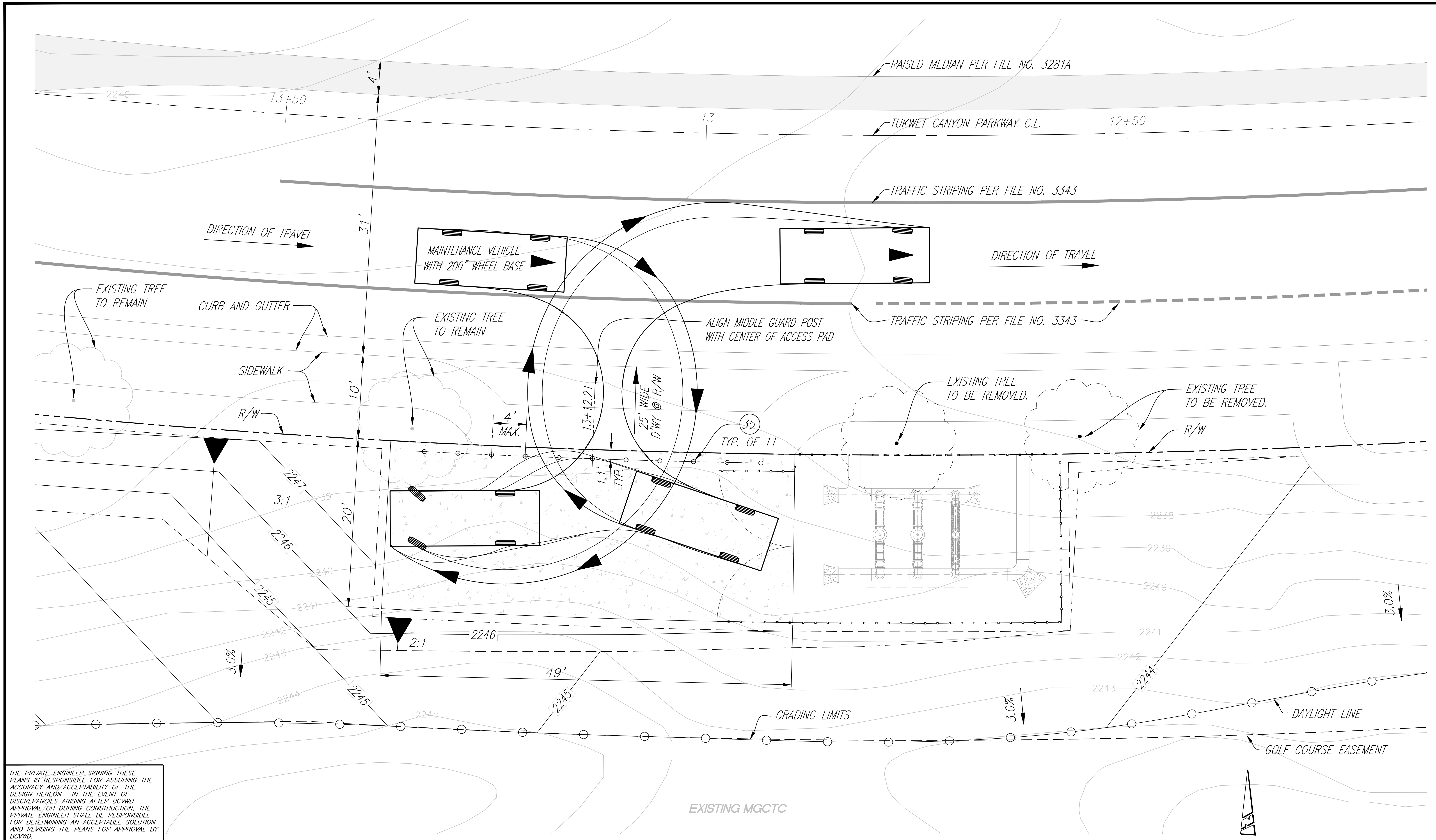
CITY OF BEAUMONT, CALIFORNIA  
DOMESTIC WATER IMPROVEMENT PLANS  
PRESSURE REDUCING STATION  
TRACT NO. 31462

**DETAILS**

FOR: ARGENT MANAGEMENT

PZ 2650 - PZ 2520

SHEET  
**3**  
OF 4 SHEETS  
DRAWING NAME:  
FILE NO.:

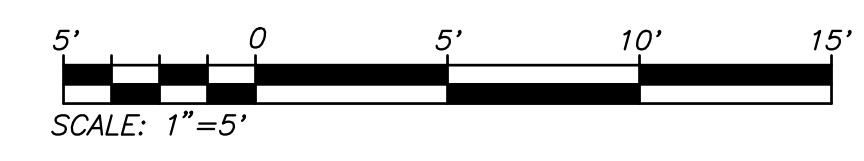


THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER BCVWD APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY BCVWD.

NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

TURNING EXHIBIT SITE PLAN

SITE PLAN NOTE:  
SEE SHEET 1 FOR DESCRIPTION OF CONSTRUCTION NOTES



**DIG ALERT**  
DIAL TOLL FREE 8-1-1  
AT LEAST TWO DAYS BEFORE YOU DIG  
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:  
DESCRIPTION: THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".  
BEARING: N 27°39'52" E

BENCHMARK:  
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10  
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.  
2009 JEFFERSON AVE. SUITE 200  
MIRAMONTE, CA 92552  
951-200-8860

PROACTIVE ENGINEERING WEST  
GEORGE ALAN LENFESTY  
R.C.E. 45920

11/30/22

REGISTERED PROFESSIONAL ENGINEER  
GEORGE ALAN LENFESTY  
No. 45920  
Exp. 12/31/22  
CIVIL  
STATE OF CALIFORNIA

DESIGN BY: MH  
DRAWN BY: MH  
CHECKED BY: CR  
SCALE: AS NOTED  
DATE: 11/30/22  
JOB NUMBER: 06.002.000

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

MARK B. SWANSON  
DISTRICT ENGINEER  
R.C.E. NO. 72332

BEAUMONT-CHERRY VALLEY WATER DISTRICT  
RIVERSIDE COUNTY, CALIFORNIA

CITY OF BEAUMONT, CALIFORNIA  
DOMESTIC WATER IMPROVEMENT PLANS  
PRESSURE REDUCING STATION  
TRACT NO. 31462  
**TURNING EXHIBIT**

FOR: ARGENT MANAGEMENT

SHEET  
4  
OF 4 SHEETS  
DRAWING NAME:  
FILE NO.:

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the within Grant of Easement from **Morongo Band of Mission Indians, Property Owners**, in favor of Beaumont-Cherry Valley Water District, is hereby accepted by the Beaumont-Cherry Valley Water District by Resolution 2023-\_\_ on the date below and Grantee consents to the recordation thereof by its duly authorized officer or agent.

**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
a public agency of the State of California**

DATE: \_\_\_\_\_

By \_\_\_\_\_

**Daniel K. Jagers, General Manager  
of the Beaumont-Cherry Valley Water District**

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,

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)



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
January 26, 2023**

Item 10

STAFF REPORT

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** **Potential Cancelation of March 8, 2023 Regular Meeting and Possible Call of Special Meeting**

---

**Staff Recommendation**

None. Direct staff as desired.

**Background**

At the January 11, 2023 Regular Meeting, the Board of Directors indicated interest in attendance at the Water Education Foundation (WEF) Lower Colorado River Tour. It was determined that a majority of the Board would like to attend the tour, which falls on the dates of March 8 to 10, conflicting with the scheduled March 8, 2023 Regular Meeting.

**Summary**

Legal Counsel has previously advised that in such circumstances, the Regular Meeting should be canceled, and a Special Meeting scheduled as a replacement. The Board is requested to identify an alternate date for a Special Meeting, if desired.

**Tour Details**

The WEF Lower Colorado River Tour begins at 7:30 a.m. on Wednesday, March 8 at the Hyatt Place, Las Vegas. The tour ends at 6:30 p.m. on Friday, March 10 at Ontario International Airport. Directors attending should calendar Tuesday, March 7 as a travel day to Las Vegas.

**Fiscal Impact**

No fiscal impact for canceling and rescheduling the March 8, 2023 meeting.

**Attachments**

1. Calendar

Staff Report prepared by Lynda Kerney, Administrative Assistant



# March 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
FEB 26	FEB 27	FEB 28	1	2	3	4
<b>CSDA Special District Leadership Academy Embassy Suites, La Quinta</b>				<b>Finance &amp; Audit Committee 3 p.m.</b>		
5	6	7	8	9	10	11
		<b>Tour Travel Day to Las Vegas</b>	REGULAR MTG to be canceled	<b>WEF Lower Colorado River Tour - 3 days</b>		
12-Daylight Saving Time Begins	13	14	15	16	17-St. Patrick's Day	18
19	20	21	22	23	24	25
		<b>CSDA Webinar 10 - 11 a.m.  Personnel Committee 5:30 p.m.</b>		<b>Engineering Workshop 6 p.m.</b>		
26	27	28	29	30	31	
	<b>ACWA Region 9 Salton Sea full day bus tour</b>					

Created at [www.CalendarHome.com!](http://www.CalendarHome.com!)



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
January 26, 2023**

Item 11

Update: Legislative Action and Issues Affecting BCVWD

**FEDERAL**

Congress returned for Opening Session January 3 for the swearing in of new members and some administrative tasks, then recessed until January 23. Kevin McCarthy was elected Speaker of the House and development of a Rules Package was underway. Committee assignments will be made soon.

At the end of last year, President Biden signed an \$858 billion defense authorization bill which includes the Water Resources Development Act (WRDA), providing funding for US Army Corps of Engineers water-related projects, and a \$1.7 trillion omnibus spending package. Water-related projects may include water resources development, water supply and wastewater infrastructure, flood control, and more.

Senators Feinstein and Padilla joined signers of a letter from Senators of 14 western states to the Department of Agriculture requesting assistance with the megadrought including conservation, improvement of water infrastructure, and protection of drought impacted lands.

The U.S. will likely hit its debt limit this week, likely resulting in tense negotiations among lawmakers.

CHANGES MADE	NO CHANGES MADE	NEW SINCE LAST UPDATE
--------------	-----------------	-----------------------

Issue	Status	Description
All legislation not enacted prior to the end of the 117 <sup>th</sup> Congress expired.		

**CALIFORNIA**

**New Representative:** Assemblymember Greg Wallis has replaced Chad Mayes in California Assembly District 47 that includes Beaumont-Cherry Valley.

**CSDA Brief January 2023:** California's State Legislature reconvened on Jan. 3 with nearly 1/3 of the Legislature new to their office. In total, voters elected 10 new State Senators and 23 new Assembly Members. Legislators have already started introducing their first bills of the year. As required by the State Constitution, on January 10, Governor Newsom formally released his 2023-24 State budget proposal. See the attached CSDA Take Action Brief for more information.

**Leadership:** Anthony Rendon was re-elected speaker for a six-month term, with Robert Rivas to succeed him on July 1 at the conclusion of the budget process. Steve Bennett has been appointed Chair of the Budget Subcommittee on Climate Crisis, Resources, Energy and Transportation, and it is expected he will be active with the refinement of the

Sustainable Groundwater Management Act. Further focus on the human right to water, the Water Resilience Portfolio, water bond implementation, and flood control issues is expected this year.

**Proposed 2023-24 State Budget:** Governor Newsom released his budget proposal which predicts a \$22.5 billion deficit. More here from AP News: <https://apnews.com/article/california-gavin-newsom-business-1035e53f9f5c0ebad2565a34192e2e13> .  
 Funding for water and drought programs is included under the Climate Change section: \$48 billion over five years (down from \$54 billion). Specifics here: <https://mavensnotebook.com/2023/01/10/this-just-in-governor-newsom-releases-2023-24-state-budget-proposal-heres-what-is-proposed-for-water-and-climate-spending/>  
 There is also talk about another water / natural resources bond focuses on flood control, water supply enhancement, fire prevention, and homelessness.

**COVID-19 State Of Emergency to End on Feb. 28, 2023:** Governor Newsom has declared that the state of emergency related to the COVID-19 pandemic will terminate on February 28, 2023. Key for local agencies, among other considerations, will be the fact that after that February 28 date, local agencies will not be able to rely on the provisions of the COVID-19 state of emergency for their Assembly Bill 361 (R. Rivas, 2021) resolutions- effectively requiring that agencies return to in-person meetings or use the teleconferencing provisions that existed prior to the COVID-19 pandemic; alternatively, they may use the provisions of Assembly Bill 2449 (Rubio, 2022) to meet remotely under specified conditions. Staff will bring options to the Board for consideration.

**More:** Further detail on the 2023 Legislative Session: <https://calmatters.org/politics/california-legislature/2023/01/california-legislature-key-questions/>

CHANGES MADE	NO CHANGES MADE	NEW SINCE LAST UPDATE
--------------	-----------------	-----------------------

Issue	Status	Description
All legislation not enacted prior to the end of the 2021-2022 Legislative Session expired.		
<b>AB 30: Atmospheric Rivers: Research, Mitigation, and Climate Forecasting Program</b>	12/5/2022: Introduced	This bill would rename that program the Atmospheric Rivers Research and Forecast Improvement Program: Enabling Climate Adaptation Through Forecast-Informed Reservoir Operations and Hazard Resiliency (AR/FIRO) Program. The bill would require the department to research, develop, and implement new observations, prediction models, novel forecasting methods, and tailored decision support systems to improve predictions of atmospheric rivers and their impacts on water supply, flooding, post-wildfire debris flows, and environmental conditions. The bill would also require the department to take all actions within its existing authority to operate reservoirs in a manner that improves flood protection in the state and to reoperate flood control and water storage facilities to capture water generated by atmospheric rivers.
<b>AB 62: Statewide Water Storage: expansion</b>	12/6/2022: Introduced	Existing law declares that the protection of the public interest in the development of the water resources of the state is of vital concern to the people of the state and that the state shall determine in what way the water of the state, both surface and underground, should be developed for the greatest public benefit. Existing law establishes within the Natural Resources Agency the State Water Resources Control Board and the California regional water quality control boards. Existing law requires the work of the state board to be divided into at least 2 divisions, known as the Division of Water Rights and the Division of Water Quality. This bill would establish a statewide goal to increase above- and below-ground water storage capacity by a total of 3,700,000 acre-feet by the year 2030 and a total of 4,000,000 acre-feet by the year

			2040. The bill would require the state board, in consultation with the Department of Water Resources, to design and implement measures to increase statewide water storage to achieve the statewide goal. The bill would require the state board, beginning July 1, 2027, and on or before July 1 every 2 years thereafter until January 1, 2043, in consultation with the department, to prepare and submit a report to the Legislature on the progress made in designing and implementing measures to achieve the statewide goal.
<b>AB 66: Natural Resources Agency: water storage projects: permit approval</b>	12/6/2022: Introduced		Existing law establishes the Natural Resources Agency, composed of departments, boards, conservancies, and commissions responsible for the restoration, protection, and management of the state's natural and cultural resources. Existing law establishes in the agency the Department of Water Resources, which manages and undertakes planning with regard to water resources in the state. This bill would require the agency, and each department, board, conservancy, and commission within the agency, to approve the necessary permits for specified projects within 180 days from receiving a permit application, and would deem those permits approved if approval does not occur within this time period.
<b>ACA 1: Local Government Financing: affordable housing and public infrastructure: voter approval</b>	12/5/2022: Introduced		This is the same legislation that has been introduced and failed over the last two legislative sessions. A resolution to propose to the people of the State of California an amendment to the Constitution of the State, by amending Sections 1 and 4 of Article XIII A thereof, by amending Section 2 of, and by adding Section 2.5 to, Article XIII C thereof, by amending Section 3 of Article XIII D thereof, and by amending Section 18 of Article XVI thereof, relating to local finance. The bill would lower the threshold for voter approval of to 55 percent. For detail: <a href="https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240ACA1">https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240ACA1</a>
<b>ACA 2: Water and Wildfire Resiliency Act of 2023</b>	12/5/2022: Introduced		Would establish the Water and Wildfire Resiliency Fund and require transfer of 3% of all State revenues that may be appropriated from the General Fund to the Water and Wildfire Resiliency Fund. Would require the monies in the fund to be appropriated by the Legislature and would require that 50% be used for water projects.
<b>SB 23: Water supply and flood risk reduction projects: expedited permitting</b>	12/5/2022: introduced		The California Safe Drinking Water Act provides for the operation of public water systems and imposes on the State Water Resources Control Board various duties and responsibilities for the regulation and control of drinking water in the state, including, among other things, overseeing the issuance and enforcement of public water system permits, as provided. Existing law authorizes specified works of improvement for the control, conservation, and utilization of destructive flood waters and the reclamation and protection of lands that are susceptible to overflow by flood waters. This bill would express the intent of the Legislature to enact subsequent legislation to expedite the regulatory permitting process for water supply and flood risk reduction projects, as provided.
<b>SB 29: FPPC: political reform education program</b>	12/5/2022: Introduced		Current law makes a knowing or willful violation of the Political Reform Act a misdemeanor and subjects offenders to criminal penalties. Under existing law, a person who files an original statement or report after a deadline imposed by the PRA is liable in the amount of \$10 per day after the deadline until the report is filed. A filing officer is authorized to not impose this liability if the late filing was not willful and if enforcement will not further the purposes of the PRA. This bill would authorize the FPPC to establish and administer a political reform education program as an alternative to an administrative proceeding.

	<b>SB 66: Water: predictive models and data collection</b>	1/5/2023: Introduced	Existing law establishes the Department of Water Resources in the Natural Resources Agency and the State Water Resources Control Board in the California Environmental Protection Agency. Existing law requires the department, as part of updating The California Water Plan every five years, to conduct a study to determine the amount of water needed to meet the state's future needs and to recommend programs, policies, and facilities to meet those needs. This bill would state the intent of the Legislature to ensure that reliable predictive models and data collection systems are used to properly forecast and allocate surface water.
	<b>SB 68: Local government</b>	1/5/2023: Introduced	Existing law provides for the formation and powers of various local governments, including counties and cities. Existing law, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, provides the sole and exclusive authority and procedure for the initiation, conduct, and completion of changes of organization and reorganization for cities and districts. This bill would state the intent of the Legislature to enact legislation relating to local government. There is no further information on the intent of Senator Mike McGuire on this bill.

More Information

	<b>PPIC – Water and Energy in California Fact Sheet – December 2022</b>	<a href="https://www.ppic.org/publication/water-and-energy-in-california/">https://www.ppic.org/publication/water-and-energy-in-california/</a>
	<b>PPIC - Priorities for California's Water: Thriving with Less Report – November 2022</b>	<a href="https://www.ppic.org/publication/priorities-for-californias-water/">https://www.ppic.org/publication/priorities-for-californias-water/</a>

*End*

## January 2023

California’s State Legislature has reconvened with nearly one-third of the Legislature new to their office. In total, voters elected 10 new State Senators to the Upper House and 23 new Assemblymembers to the “People’s House.” Download CSDA’s guide to [Take Action: Engaging with Your Community and Legislators](#) for guidance on building relationships with the new legislators serving your area. Visit [CSDA’s Map of Special Districts](#) to learn which legislative districts overlap with your special district. If you have a relationship with your new legislators, please let us know by completing our brief [Grassroots Mobilization Survey](#).

After all the formal swearing-in ceremonies were completed, Legislators have already started introducing their first bills of the year. As required by the State Constitution, on January 10, Governor Gavin Newsom formally released his 2023-24 State Budget proposal. CSDA members can track all bills affecting special districts at [csda.net/bill-tracking](#). Learn more about the State Budget in this *Take Action* Brief and stay tuned to CSDA eNews as well as the [Advocacy News Blog](#) for developments throughout the year.

### Inside this edition of the *Take Action* Brief:

Governor Newsom’s state budget proposal guards reserves in face of \$22.5 billion shortfall.....	2
Proposed CARB zero emissions vehicle mandate on local agencies.....	3
February 28, 2023: The last day for COVID-19 teleconference board meetings under AB 361.....	4
California Public Records Act recodification takes effect.....	5

### Contact a local CSDA representative near you!

Chris Norden	Northern Network	<a href="mailto:chrisn@csda.net">chrisn@csda.net</a>
Dane Wadlé	Sierra Network	<a href="mailto:danew@csda.net">danew@csda.net</a>
Colleen Haley	Bay Area Network	<a href="mailto:colleenh@csda.net">colleenh@csda.net</a>
Chris Palmer (Interim)	Central Network	<a href="mailto:chrisp@csda.net">chrisp@csda.net</a>
Charlotte Holifield	Coastal Network	<a href="mailto:charlotteh@csda.net">charlotteh@csda.net</a>
Chris Palmer	Southern Network	<a href="mailto:chrisp@csda.net">chrisp@csda.net</a>

## ➤ Governor Newsom’s state budget proposal guards reserves in face of \$22.5 billion shortfall

On Tuesday, January 10, 2023, California Governor Gavin Newsom presented his proposed budget for the 2023-24 fiscal year. As 2023 begins, economic and revenue risks highlighted in last year’s budget have materialized – multiple federal reserve bank interest rate increases, continued high inflation, and further stock market declines. Largely due to California’s highly progressive income tax structure and reliance on capital gains, the state anticipates a budget shortfall of \$22.5 billion in the upcoming fiscal year.

**Governor Newsom highlighted a \$297 billion budget proposal that leaves the state’s \$35 billion in reserve funding whole and instead closes the projected shortfall through a series of budgetary maneuvers, including:**

- \$7.4 billion in funding delays
- \$5.7 billion in reductions and pullbacks
- \$4.3 billion in fund shifts
- \$3.9 billion in trigger reductions (these items placed in a “trigger” would restore the reductions at the 2024 Governor’s Budget should sufficient funds be made available to cover certain commitments)
- \$1.2 billion in limited revenue generation and building.

Budget items that will remain untouched include, but are not limited to education and homelessness funding. Furthermore, the proposed 2023-24 State Budget sustains \$44 billion for various statewide infrastructure projects including funding to accelerate the transition to zero-emission vehicles (ZEV).

During his press conference for the January 10 budget presentation, Governor Newsom emphasized that climate change continues to be a major priority for his administration. Specifically, there will be new investments in urban flood risk reduction, ongoing Delta projects to reduce the risk of levee failure and flooding, \$25 million for Central Valley Flood Protection, urban water use objectives, planning and permitting for new water supplies, and \$125 million General Fund one-time as a drought contingency set-aside.

In the event the state wanted to tap into California’s Constitutionally established “Rainy Day Fund,” the Governor would first have to declare a fiscal emergency, and no more than 50 percent of the balance may be withdrawn in any given fiscal year. This option may become a point of conversation in the coming months as the Legislature begins considering the Governor’s proposal.

---

***2023-24 State Budget proposal available at [ebudget.ca.gov](http://ebudget.ca.gov)***

***If you have questions or input on the 2023-24 State Budget proposal, please contact CSDA Legislative Analyst Cole Query at [cole@csda.net](mailto:cole@csda.net).***

---

The Governor will release his May Revision to his State Budget proposal come mid-May; the “Revise” will reflect updated revenues proceeding the April tax deadline and the Legislature will be constitutionally obligated to pass a budget to the Governor by June 15.

## ➤ Proposed CARB zero emissions vehicle mandate on local agencies

As part of a larger strategy to accelerate the state's large-scale transition to zero-emission vehicles, the California Air Resources Board (CARB) has proposed (and workshopped) the Advanced Clean Fleet (ACF) regulation. The primary goal of the proposed ACF regulation is to accelerate the market for zero-emission trucks, vans, and buses by requiring fleets suited for electrification to transition to zero-emission vehicles (ZEV) where feasible.

This proposed regulation will be applied to fleets, businesses, and public entities that own or operate medium- and heavy-duty vehicles ranging from Class 2b to Class 8. Class 2b vehicles are trucks that weigh between 8,500 – 10,000 pounds fully loaded as classified by the Federal Highway Administration. Class 8 vehicles are vehicles with a gross vehicle weight rating (GVWR) exceeding 33,000 pounds.

### **Proposed mandate on medium- and heavy-duty state and local government vehicles:**

- **50 percent of additions to fleet must be ZEV between 2024-26; and**
- **100 percent of additions to fleet must be ZEV after January 1, 2027.**

State and local government exemptions include ZEV unavailability, daily usage, infrastructure delay, backup vehicles, and mutual aid. Excluded from the ACF requirements are emergency vehicles as defined in California Vehicle Code Section 165, dedicated snow removal vehicles, heavy cranes, and two-engine trucks and workover rigs amongst a few other exemptions.

---

### *Share your questions and concerns regarding the CARB ZEV mandate*

*Special district officials with questions, concerns, or an interest in joining a working group to ensure essential services are not disrupted by the proposed regulation are encouraged to email CSDA Legislative Analyst Cole Querry at [cole@csda.net](mailto:cole@csda.net).*

---

CSDA is continuing to monitor developments within the proposed regulation while keeping a keen focus on the proposed changes addressed by CARB at their October 27, 2022 public hearing to consider the regulation. These changes include more time for infrastructure exemptions, added flexibility for public fleets, more flexibility for Senate Bill 1383 fleets, enhanced criteria for ZEV unavailability determination, and the temporary use of transient trucks in the state. CSDA joined a local government coalition comment letter addressing concerns with the proposed regulation in advance of the October 27 hearing.

**For more information, visit [arb.ca.gov/our-work/programs/advanced-clean-fleets](https://arb.ca.gov/our-work/programs/advanced-clean-fleets)**



## ➤ February 28, 2023: The last day for COVID-19 teleconference board meetings under AB 361

- *The provisions enacted into law as part of [Assembly Bill 361 \(R. Rivas, 2021\)](#) currently remain in place until 2024.*
- *However, the state-of-emergency related to COVID-19 in the state of California terminates on February 28, 2023.*
- *The end of the state-of-emergency means local agencies cannot use AB 361's provisions after February 28, for COVID-19 reasons*

On October 17, 2022, Governor Gavin Newsom [announced](#) that the state-of-emergency proclamation related to COVID-19 would terminate at the end of February 2023.

**The impending repeal of the Governor's COVID-19 proclamation means that local agencies conducting remote meetings based on the COVID-19 State of Emergency must transition to either:**

- 1) In-person meetings,
- 2) "Typical" teleconferenced meetings (as they existed pre-COVID, replete with all the corresponding open meeting requirements including those related to agenda postings, remote meeting site identification, and others), or
- 3) "AB 2449-style" teleconferenced meetings (i.e., teleconferenced meetings using the framework provided as a result of the passage of [Assembly Bill 2449 \[Rubio, 2022\]](#)). CSDA has previously written about AB 2449 in CSDA eNews, "[What to Know About Brown Act Legislation Reaching the Finish Line.](#)"

CSDA members interested in more discussion on this topic may be interested in one of the association's January webinars, "[Brown Act: Come for the Basics, Stay for the Updates.](#)"

---

### ***Would your district use AB 361 remote meetings if confronted with an emergency other than COVID-19?***

***CSDA is interested in hearing whether AB 361 would have been useful in disasters that preceded COVID-19 as well as those that may arise in the future (e.g., during select wildfires, earthquakes, floods, and other large-scale disasters). Your input is critical to efforts to secure continued legal access to remote meetings during future emergencies. Please [visit this page](#) to answer two quick questions with your feedback.***

---

While the ability to use AB 361 for COVID-19-related reasons will expire February 28, the provisions of law codified as a result of the bill's passage will remain in place until 2024, at which point they will be repealed by their own provisions. This means that, should a new state of emergency proclamation be issued by the Governor in connection with a disaster that makes it impossible to meet in-person safely, local agencies may turn to AB 361's provisions to meet remotely during the course of the disaster (at least, until the law sunsets).

## ➤ California Public Records Act recodification takes effect

### *What special districts need to know*

On January 1, a long-awaited reorganization and recodification of the California Public Records Act (CPRA) took effect. The CPRA was enacted to provide transparency and access to public records, and declares that “access to information concerning the conduct of the people’s business is a fundamental and necessary right of every person in this state.” Therefore, all California special districts are required to comply with the provisions of the CPRA.

Since its enactment in 1968, the CPRA has gone through many revisions and additions to the statutes governing public records. In an attempt to address the unwieldy and sometimes confusing CPRA statutes resulting from the decades of revisions to the law, the Legislature enacted [AB 473 \(Chau\)](#) in 2021.

**Working with the Law Revision Commission, the Legislature sought to recodify the text in a “clear and organized manner” without making any substantive changes to the law, and sought to accomplish seven objectives:**

1. Reduce the length and complexity of current sections.
2. Avoid unnecessary cross-references.
3. Neither expand nor contract the scope of existing exemptions to the general rule that records are open to the public pursuant to the current provisions of the CPRA.
4. To the extent compatible with (3), use terms with common definitions.
5. Organize the existing provisions in such a way that similar provisions are located in close proximity to one another.
6. Eliminate duplicative provisions.
7. Clearly express legislative intent without any change in the substantive provisions.

AB 473 unanimously passed the Legislature in 2021 and was signed by the Governor, although it delayed the effect of the text change until January 1, 2023. Accordingly, the CPRA – which previously started in the California Government Code at section 6250, is now beginning at [Government Code section 7920.000](#).

Special districts that have standard language in documents used for CPRA requests and responses, and which reference CPRA code sections, may need to update those documents to reflect the recodified CPRA sections. In addition, districts will need to be mindful of the recodification when citing the statutes in any response to a CPRA request.

The California Law Revision Commission has created a “[disposition table](#),” intended to help translate the old code sections into the new code sections.

**For questions regarding this change to the CPRA, contact CSDA Deputy General Counsel Mustafa Hessabi at [mustafah@cnda.net](mailto:mustafah@cnda.net).**

## ➤ OTHER WAYS TO **TAKE ACTION**

### Join Today

Join an Expert Feedback Team to provide CSDA staff with invaluable insights on policy issues. Email [updates@csla.net](mailto:updates@csla.net) to inquire about joining one of the following teams:

- Budget, Finance and Taxation
- Environment
- Formation and Reorganization
- Human Resources and Personnel
- Governance
- Public Works and Contracting

### Stay Informed

In addition to the many ways you can **TAKE ACTION** with CSDA's advocacy efforts, CSDA offers a variety of tools to keep you up-to-date and assist you in your district's legislative and public outreach. Make sure you're reading these resources:

- CSDA's weekly e-Newsletter
- Districts in the News
- CSDA's CA Special District Magazine

Email [updates@csla.net](mailto:updates@csla.net) for help accessing these additional member resources.