

AGREEMENT
OF PURCHASE AND SALE
AND ESCROW INSTRUCTIONS

This AGREEMENT of Purchase and Sale and Escrow Instructions ("Agreement") is entered into by and between the CITY OF LAKE ELSINORE, a Municipal Corporation herein called "Buyer" and Alberhill Holdings, LLC, a California limited liability company herein called "Seller". Seller and Buyer are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. Seller is the owner in fee of certain real property located south of Temescal Canyon Road and west of Lake Street, Lake Elsinore CA 92530 bearing Assessor Parcel Nos. 394-070-013, 394-070-020, 394-070-021, 394-070-022, 294-070-023 and 394-070-024 ("Master Parcel") as more particularly described on Exhibit "A" attached hereto. Buyer desires to purchase, (i) a fee simple area totaling 31,206± square feet in size for roadway purposes, (ii) certain fee simple areas totaling 243,168± square feet in size for habitat conservation purposes, and (iii) certain fee simple areas totaling 21,478± square feet in size for slope purposes, (collectively, "Fee"), (iv) certain slope easements totaling 25,466± square feet in size ("Slope Easement"), (v) that certain road easement totaling 14,738± square feet in size ("Road Easement"), (vi) certain public utility easements totaling 6,612± square feet in size ("PUE"); and (vii) certain temporary construction easements totaling 15,757± square feet in size ("TCE"), all as are more particularly described and depicted in Exhibits "B" and "C" attached hereto (collectively, the "Property Interests").

B. Buyer desires to purchase the Property Interests from Seller in connection with public purposes, specifically including the construction and realignment of the Temescal Canyon Bridge in the City of Lake Elsinore ("Project").

AGREEMENT

The parties therefore agree as follows:

1. PURCHASE AND SALE.

Buyer agrees to buy and Seller agrees to sell and convey the Property Interests for the purchase price and upon the terms and conditions set forth in this Agreement.

The total purchase price for the Property Interests, plus the value of and cost to remove certain improvements located upon the Property Interests as more particularly described in Addendum 1 attached hereto, shall be the sum of **ONE MILLION SEVENTY-TWO THOUSAND FIVE HUNDRED SEVENTY-ONE AND 90/100 DOLLARS (\$1,072,571.90)** (the "Purchase Price"). The Purchase Price shall be paid by Buyer to Seller at the Close of Escrow. Buyer shall deposit prior to Close of Escrow the funds required to be deposited by it in order to allow the Escrow to close.

2. ESCROW.

Within five (5) days of the execution of this Agreement by all Parties, the Parties shall open an escrow (the "Escrow") with FIDELITY NATIONAL TITLE (the "Escrow Holder"), for the purpose of consummating the purchase and sale of the Seller's interest in the Property Interests as described herein. The Parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to consummate the transaction contemplated by this Agreement.

Escrow instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties expressly agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions of sale:

2.1.1 Close of Escrow.

Escrow shall close on or before ten (10) calendar days following the expiration of the Due Diligence Period (as hereinafter defined) (the "Close of Escrow"). For purposes hereof the "Close of Escrow" shall occur on such date as the payment of the Purchase Price for the Property Interests is made to Seller and the Fee Grant Deed, Slope Easement Deed, Road Easement Deed, Public Utility Easement Deed and Temporary Construction Easement Deed (substantially in the forms provided in Exhibit "D") are recorded in the official records of the County of Riverside. If Escrow is not in a condition to close by the Close of Escrow, and the failure to close is due to unforeseen conditions of title or interest of third parties in the Property Interests that cannot be resolved in Escrow, then either Buyer or Seller may, at its option, provided that such party is not in default under this Agreement, request the cancellation of the Escrow and this Agreement and the return of any funds it has deposited into Escrow. Thereupon, all obligations and liabilities of the parties under this Agreement shall cease and terminate. If no such request is made, Escrow shall be closed as soon as possible thereafter. Buyer shall be entitled to sole possession of the Property Interests immediately upon Close of Escrow.

2.2 Condition of Title to Property Interests.

(a) Seller shall cause the conveyance of its interests in the Property Interests to Buyer in such condition as evidenced by a pro forma CLTA Standard Form Policy of Title Insurance to be issued by Title Company to Buyer within five (5) days of the Close of Escrow which shall contain a survey endorsement and such other endorsements as may be reasonably requested by Buyer ("Title Policy"), in such form as is approved by Buyer prior to the Close of Escrow and issued by Chicago Title Company (the "Title Company") in an amount equal to the Purchase Price. The Title Policy shall show as exceptions with respect to the Property Interests only matters approved in writing by Buyer, or as otherwise permitted by the terms and conditions of this Agreement. Notwithstanding the foregoing, Buyer hereby disapproves any title exceptions for deeds

of trust which encumber the Property Interests, and any title exceptions for liens for delinquent property taxes on the Property Interests. Seller shall cause such monetary liens to be removed from record title to the Property Interests by causing (i) the execution by the trustee or beneficiary under said deed of trust of a reconveyance for recordation by Title Company at the Close of Escrow, (ii) the recordation of said reconveyance by Title Company in connection with the Close of Escrow, and (iii) payment in full of any delinquent taxes prior to or in connection with the Close of Escrow. Seller shall perform the tasks in the immediately preceding sentence in such a manner that Title Company will remove such monetary liens as title exceptions in the Title Policy at the Close of Escrow. In the event Buyer disapproves any other title exception(s) with respect to the Property Interests, Buyer shall provide written notice thereof to Seller prior to expiration of the Due Diligence Period. Seller shall have the right, but not the obligation, to remove or otherwise cure such disapproved title exception(s) to the reasonable satisfaction of Buyer, provided, however, that in the event Seller is unwilling or unable to so remove or cure such disapproved exception(s), Buyer shall have the right to terminate this Agreement upon written notice thereof given to Seller and Title Company prior to the closing date specified in Section 2.1 above, in which event all obligations and liabilities of the parties under this Agreement shall cease and terminate, and Title Company shall return to Buyer any funds deposited by Buyer into escrow.

(b) The parties acknowledge that Southern California Edison Company ("SCE") filed a condemnation action in the Riverside County Superior Court bearing Case No. CVRI2100777 filed 2/18/21, which affected portions of the Master Parcel. On or about October 26, 2021, Seller and SCE entered into a settlement agreement and Seller executed and delivered easement deeds for permanent easements and temporary construction easements, portions of which affect portions of the Master Parcel (the "SCE Settlement Agreement and Easement Deeds"). Following the mutual execution of the SCE Settlement Agreement and Easement Deeds, SCE dismissed the condemnation action.

2.3 Right of Possession.

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the Property Interests by the Buyer, including the right to remove and dispose of improvements, shall commence upon the Close of Escrow.

2.4 Costs of Escrow and Title Policy and Closing Costs.

Buyer shall pay the cost of the Title Policy (inclusive of any survey costs and Buyer requested endorsements), the Escrow fees, and all other costs and expenses incurred herein.

2.5 Property Taxes and Assessments.

Because of Buyer's status as a public agency, no documentary transfer tax will be payable with respect to this conveyance, pursuant to California Revenue and Taxation Code Section 11922. Similarly, no recording fees will be payable with respect to the recording of the Deeds, pursuant to Government Code Section 27383.

To the extent that Seller has prepaid any taxes or assessments attributable to the Property Interests, Seller shall be solely responsible for obtaining any refund due thereon from the taxing authority. Upon written request, Buyer shall assist Seller, at Seller's sole cost, in obtaining said refund, if any; however, in no case shall Buyer credit or otherwise pay Seller for that refund, if any, through or outside of Escrow.

2.6 Deposit of Funds and Documents.

Prior to Close of Escrow, Buyer shall deposit into Escrow, (i) all Escrow and Closing Costs as described above; (ii) the Purchase Price to be paid to Seller through Escrow; (iii) such other documentation as is necessary to close Escrow.

Prior to the Close of Escrow, Seller shall deposit into Escrow, (i) the properly executed and notarized Fee Grant Deed, Slope Easement Deed, Road Easement Deed, Public Utility Easement Deed and Temporary Construction Easement Deed substantially in the forms provided in Exhibit "D", for conveyance of the Property Interests to Buyer; and (ii) such other documents and sums, if any, as are necessary to close Escrow in conformance herewith.

2.7 Buyer's Conditions Precedent to Close of Escrow.

The Close of Escrow and the Buyer's obligation to accept title to the Property Interests and the Purchase Price are subject to the following conditions:

(a) All representations and warranties of Seller set forth in this Agreement shall be true and correct as of the date of the Close of Escrow; and

(b) Seller shall timely perform all obligations required by the terms of this Agreement to be performed by them; and

(c) Title Company shall have delivered to Buyer, and Buyer shall have approved, a pro forma Title Policy evidencing that, upon the Close of Escrow, Buyer shall hold title to the Property Interests free of any disapproved title exceptions.

2.8 Seller's Conditions Precedent to Close of Escrow.

For the benefit of Seller, the Close of Escrow shall be conditioned upon the following conditions:

(a) All representations and warranties of Buyer set forth in this Agreement shall be true and correct as of the date of the Close of Escrow; and

(b) Timely performance by Buyer of all obligations required by the terms of this Agreement.

2.9 Buyer Due Diligence Period.

Buyer shall have the right to conduct soils and engineering and environmental assessments of the Property Interests for twenty (20) calendar days after the execution of this Agreement by the Buyer and Seller ("Due Diligence Period"). Buyer shall have the right to engage, at its sole cost and expense, its own environmental consultant ("Buyer's Environmental Consultant"), to make such investigations as Buyer deems necessary, including without limitation any "Phase 1" and/or "Phase 2" investigations of the Master Parcel or any portion thereof, and to perform or cause any other consultants to perform any other desired due diligence investigations. Seller shall permit Buyer's Environmental Consultant to access the Master Parcel for such purpose. Buyer shall have the right, in its sole discretion, to determine if the Property Interests are in an acceptable condition for acceptance of fee title by Buyer. If Buyer determines that the condition of the Property Interests is not in all respects entirely suitable for the use or uses to which such Property Interests will be put, then Buyer shall have the right to terminate this Agreement upon written notice thereof given to Seller and Title Company prior to the closing date specified in Section 2.1 above, in which event all obligations and liabilities of the parties under this Agreement shall cease and terminate, and Title Company shall return to Buyer any funds deposited by Buyer into escrow. All inspections and other activities on the Master Parcel which are conducted by Buyer, its employees, agents, contractors and/or representatives, shall be conducted at Buyer's sole cost and expense. Buyer shall indemnify, defend and hold harmless Seller for, from and against any and all claims, losses, liabilities, damages, expenses and/or costs, including the cost of remediation, restoration, other similar activities and reasonable attorneys' fees, arising from or in connection with such entry, testing and/or investigation by Buyer, its employees, agents, contractors and/or representatives, whether for active or passive negligence, direct or indirect acts or omissions, strict liability, breach of contract, fines, penalties or otherwise, excluding only claims, losses, liabilities, damages, expenses and costs arising from Seller's sole negligence or willful misconduct; provided, however, neither Buyer nor its employees, agents, contractors and/or representatives shall be liable for any preexisting environmental condition of the Master Parcel unless and to the extent materially exacerbated by the acts or omissions of such parties. In addition, Buyer shall at all times from and after the Effective Date, keep the Master Parcel free from liens, claims, losses, liabilities and other encumbrances resulting from the acts or omissions of Buyer, its employees, agents, contractors and/or representatives, and shall promptly repair any damage to the Master Parcel resulting from such acts or omissions, and shall restore the Master Parcel or applicable portion thereof to substantially the condition which existed immediately prior to Buyer's entry. Prior to entering the Master Parcel, Buyer shall provide Seller with evidence that Buyer and all of its agents and authorized

representatives intending to enter the Master Parcel are covered by one or more commercial general liability policies of insurance with combined policy limits of not less than \$2,000,000, with Seller to be named as an additional insured on such policy(ies). In no event shall the limits of Buyer's insurance policies be considered as limiting the liability of Buyer under this Section 2.9. Buyer's covenants and obligations under this Section 2.9 shall survive the termination of this Agreement, the Closing and the recordation of all instruments of conveyance.

3. REPRESENTATIONS AND WARRANTIES OF SELLER AND BUYER.

Seller and Buyer, as applicable, make the following representations and warranties with respect to the Property Interests, each of which shall survive Close of Escrow (as limited by the provisions of Section 3.12 below) for a period of eighteen (18) months (the "Limitation Period"):

3.1. Seller has the full right, power and authority to sell and convey the Property Interests; to enter into this Agreement and the instruments referenced herein; and to consummate the transactions contemplated hereby, subject to the terms and conditions set forth in this Agreement.

3.2 The persons executing this Agreement and any other documents executed and delivered on behalf of Buyer and Seller have the full right, power and authority to do so and have been duly authorized to do so by Buyer and Seller, and no other persons are required to execute this Agreement on behalf of Buyer or Seller.

3.3 This Agreement and all the documents executed by Seller and Buyer which are to be delivered at the Close of Escrow are and will be duly authorized, executed, and delivered by Seller and Buyer, respectively.

3.4 To Seller's knowledge, the execution and delivery of this Agreement by Seller, Seller's performance hereunder, and the consummation of the transaction contemplated hereby will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Seller is at present a party or by which Seller is bound.

3.5. Except as otherwise disclosed in writing to Buyer or as otherwise known to Buyer, to Seller's knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of the Property Interests is pending, proposed or threatened.

3.6. Except as (i) disclosed in writing to Buyer by Seller on Exhibit "E" attached hereto, (ii) hereafter disclosed to Buyer pursuant to the provisions of this Section 3.6, or (iii) otherwise known to Buyer, there are no agreements which will burden or encumber the Property Interests after the Close of Escrow. Seller will not enter into any new agreements or undertake any new obligations prior to Close of Escrow which will burden or encumber the Property Interests after the Close of Escrow, without the prior

written consent of Buyer. In the event Buyer approves any such new agreements prior to the Close of Escrow, Buyer shall take title to the Property Interests subject to such new agreements.

3.7. Notwithstanding the exception set forth in Section 3.6 above or any other provision of this Agreement, Seller represents and warrants that the Property Interests to be purchased by Buyer pursuant to this Agreement are excluded from and are not impacted by that certain Real Property and Mining Lease Agreement between Seller and Pacific Clay Products, Inc. dated September 30, 2022 and that Seller has the full right, power and authority to sell and convey the Property Interests to Buyer without consultation with, compensation to, or right to contest by Pacific Clay Products, Inc. Seller's representations and warranties set forth in this Section 3.7 shall not be subject to and are exempt from the limitations contained in Sections 3.11 and 3.12.

3.8 Seller has and shall have paid, before Close of Escrow, Seller's pro rata share of all taxes and assessments levied, assessed, due and payable against the Property Interests. If not paid prior to Close of Escrow, Seller hereby authorizes Escrow Holder to disburse to the taxing authority, from funds otherwise due to Seller, an amount sufficient to satisfy Seller's pro rata share of said taxes and/or assessments.

3.9 Seller represents and warrants to Buyer that no broker or finder has been engaged by Seller in connection with the transaction contemplated by this Agreement, or to Seller's knowledge is in any way connected with such transaction, including without limitation Coldwell Banker Commercial, S.C., Brandon Sudweeks or any broker engaged by Seller's predecessor in interest to the Property in connection with this transaction. Buyer represents and warrants to Seller that no broker or finder has been engaged by Buyer in connection with the transaction contemplated by this Agreement, or to Buyer's knowledge is in any way connected with such transaction. If any claims for brokers' commissions or finder's fees are asserted in connection with the negotiation, execution or consummation of this Agreement, then Buyer shall indemnify, save harmless and defend Seller from and against such claims if they shall be based upon any statement, representation or agreement made by Buyer, and Seller shall indemnify, save harmless and defend Buyer if such claims shall be based upon any statement, representation or agreement made by Seller. Buyer hereby discloses that Buyer's agent involved in the negotiation and execution of this Agreement (or its affiliate or employer) may be a licensed real estate broker or salesperson, but will not receive any brokerage commission in connection with the contemplated transaction.

3.10 For purposes of this Section 3, whenever the phrase "to Seller's knowledge" or words of similar import are used, such language shall be deemed to refer to the actual and not imputed or constructive knowledge of Gregory P. Lansing, without any duty of inquiry or investigation. Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree that the representations and warranties set forth in this Agreement are representations and warranties of Seller, and shall not be construed or deemed to be personal representations or warranties of Gregory P. Lansing or any other employee or representative of Seller, and the representations

and warranties set forth in this Agreement shall not give rise to any personal liability on the part of Gregory P. Lansing or any other employee or representative of Seller.

3.11. Except as provided in Section 3.7, in no event shall Seller's liability for any and all breaches of Seller's representations and/or warranties under this Section 3 exceed, in the aggregate, the amount of three percent (3%) of the Purchase Price. Seller shall have no liability with respect to any of Seller's representations or warranties herein if, prior to the Close of Escrow, Buyer becomes aware of any breach or falsity of a representation or warranty of Seller, or Buyer has actual notice of any information (from whatever source, as a result of Buyer's due diligence or written disclosure by Seller or any of Seller's agents or employees, or otherwise) that contradicts any of Seller's representations and warranties herein, and Buyer nevertheless proceeds with the Close of Escrow. Seller disclaims all representations and warranties relating in any way to the Property Interests other than those which are specifically set forth in writing in this Section 3, and Buyer hereby waives all rights, remedies, damages and claims against Seller for or in connection with any breach of Seller's representations and warranties, except for those rights, remedies, damages and claims which are reserved to Buyer under the express written provisions of this Section 3.11.

3.12. Seller shall defend, indemnify and hold Buyer harmless from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and litigation expenses, which Buyer may reasonably incur or sustain by reason of or in connection with any misrepresentation made by Seller pursuant to this Section 3, but only up to the limitation on damages set forth in Section 3.11 above. Seller's indemnification obligations shall survive the Close of Escrow, subject to the Limitation Period and the exception set forth in Section 3.7. Further, Seller shall have no liability with respect to any of Seller's representations or warranties herein if, prior to the Close of Escrow, Buyer becomes aware of any breach or falsity of a representation or warranty of Seller, or Buyer has actual notice of any information (from whatever source, as a result of Buyer's due diligence or written disclosure by Seller or any of Seller's agents or employees, or otherwise) that contradicts any of Seller's representations and warranties herein, and Buyer nevertheless proceeds with the Close of Escrow. Seller disclaims all representations and warranties relating in any way to the Property Interests other than those which are specifically set forth in writing in this Section 3, and Buyer hereby waives all rights, remedies, damages and claims against Seller for or in connection with any breach of Seller's representations and warranties, except for those rights, remedies, damages and claims which are reserved to Buyer under the express written provisions of this Section 3.12.

4. ACKNOWLEDGMENT OF FULL BENEFITS AND CONSIDERATION.

4.1. By execution of this Agreement, Seller, on behalf of Seller, its heirs, executors, administrators, successors and assigns, hereby acknowledges that this Agreement provides full payment for the acquisition of the Property Interests by Buyer, and Seller hereby expressly and unconditionally waives any claim for compensation for:

injury to the remainder ("severance damages"); pre-condemnation damages; claims for inverse condemnation; loss of goodwill and/or lost profits; loss or impairment of any "bonus value" attributable to any lease; damage to or loss of improvements pertaining to the realty; damage to or loss of machinery, fixtures, inventory, equipment and/or personal property; any right to repurchase, leaseback from Buyer, or receive any financial gain from, the sale of any portion of the Property Interests, and attorney's fees and costs, it being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Property Interests by Buyer. The Purchase Price to be paid by Buyer to Seller includes the value of and cost for Seller to remove and/or relocate certain improvements located upon the Property Interests, as more particularly described in Addendum 1 and the Exhibits attached thereto without further responsibility or compensation to Seller whatsoever. After recordation of the temporary construction easement, Buyer, its agents, contractors or assigns shall have the right to relocate and install certain improvements as specified in Addendum 1 in any manner Buyer deems appropriate, without further notice, responsibility or payment to Seller whatsoever. Notwithstanding anything to the contrary contained in this Agreement, Seller shall reserve and retain from the Property Interests conveyed to Buyer the easements and abutter's rights reserved in the grant deeds and easements conveyed to Buyer at the Close of Escrow. The provisions of this Section 4.1 shall survive the Close of Escrow.

5. REMEDIES.

In the event of a default under this Agreement by either Seller or Buyer, the rights of the non-defaulting party will be as follows:

5.1 Seller Default.

If Seller defaults under this Agreement, then Buyer may, at Buyer's option, terminate this Agreement and the Escrow or initiate an action for specific performance of this Agreement, in addition to pursuing any other rights or remedies that Buyer may have at law or in equity. Any action for specific performance shall be filed within one hundred eighty (180) days after the expiration of Seller's cure period. Upon such termination by Buyer, the Seller, as the defaulting party, shall pay all Escrow and Title company termination fees.

5.2 Buyer Default.

If Buyer defaults under this Agreement, then Seller may, at Seller's option, terminate this Agreement and the Escrow or pursue any rights or remedies that Seller may have at law or in equity. Upon such termination by Seller, the Buyer, as the defaulting party, shall pay all Escrow and Title company termination fees.

5.3 Notice and Right to Cure.

Unless otherwise specified herein, each Party shall be entitled to written notice of any default and shall have ten (10) days from receipt of such notice to cure such default prior to the exercise of any remedy provided herein, except with respect to Section 2.6, for which the cure period shall be five (5) days.

6. AS-IS SALE / BUYER'S RELEASE.

6.1 Property Interests Purchased and Sold As-Is. Buyer covenants and agrees to accept the Property Interests AS-IS, WHERE-IS, SUBJECT TO ALL FAULTS, without representations or warranties of any type except for the express written representations and warranties set forth in Section 3 above, and Buyer covenants and agrees that Buyer and Buyer's successors and assigns shall be solely responsible for ensuring that the Property Interests and all improvements developed by or on behalf of Buyer on the Property Interests are designed, engineered and constructed in such a manner as to take into account the physical condition of the Property Interests, including soil conditions. The provisions of this Section 6.1 shall survive the Close of Escrow and the recordation of all instruments of conveyance.

6.2 Buyer's Release of Claims. For and in exchange of material consideration, excepting and reserving to Buyer only the Excluded Claims (as defined in Section 6.2.4 below), Buyer hereby fully and forever releases, acquits and discharges Seller and its owners, partners, shareholders, members, directors, officers, employees, predecessors, successors and assigns (collectively, "Released Parties"), of and from, and hereby fully and forever waives each and all of the foregoing with respect to the Property Interests at the Close of Escrow:

6.2.1 Any and all claims, actions, causes of action, suits, proceedings, demands, rights, liability, losses, damages, injuries, costs, expenses or other compensation whatsoever, whether known or unknown, direct or indirect, foreseeable or unforeseeable, absolute or contingent, that Buyer now has or may hereafter have, arising out of, directly or indirectly, or in any way connected with: (i) any condition at the Property Interests, however and whenever occurring (including, without limitation, soil conditions and/or the contamination or pollution of any surface or subsurface soils or water); (ii) to the extent not already included in (A), above, the prior or present release or discharge, or threatened release, of any Hazardous Materials at the Property Interests, however and whenever occurring (including, without limitation, the release or discharge, or threatened release, of any Hazardous Materials into the air at the Property Interests or into any soils, subsoils, subsurface media, surface waters or groundwaters at the Property Interests); (iii) the violation of any Environmental Requirement or other applicable law now or hereafter in effect, however and whenever occurring; (iv) the condition of the surface and subsurface soils at the Property Interests, including without limitation constituency, compaction, grading and/or slope thereof; (v) all mitigation, restoration, remediation and/or similar requirements for or relating to the Property Interests; and (vi) the condition of any improvements in, on or about the Property

Interests; including without limitation as to all of the foregoing, each and all of the matters set forth in Section 6.2.2 as follows:

6.2.2 All damages (including, without limitation, damages for death, personal injury, emotional distress, or injury to property, the environment or natural resources, whether occurring on or off of the Property Interests, and whether foreseeable or unforeseeable, including, without limitation, compensatory damages, consequential damages, punitive damages); losses (including, without limitation, lost profits, lost revenues, lost business, and any diminution in the value of the Property Interests); costs (including, without limitation, all costs and expenses related to any repair of improvements, investigation, monitoring, removal, remediation or other cleanup of Hazardous Materials or which are incurred in order to comply with any Environmental Requirement including, without limitation, any governmental order, decree, directive or other applicable law now or hereafter in effect); liabilities (including, without limitation, liability to any third person or governmental authority to indemnify, reimburse or otherwise compensate such person or authority for anything); judgments; fines; penalties; fees (including, without limitation, fees for the services of attorneys, consultants, contractors, engineers, experts, laboratories and other professionals); expenses; or other compensation whatsoever arising out of, directly or indirectly, or in any way connected with any of the matters described in clauses (i) through (vi) of Section 6.2.1 above, and all claims relating to any of the foregoing; and

6.2.3 Without limiting the scope or generality of the foregoing release and waiver provisions, said provisions shall be deemed to specifically include and cover (i) any claim for or right to indemnification, contribution or other compensation based on or arising under the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act, as amended ("RCRA"), 42 U.S.C. § 6901, et seq., the Carpenter-Presley-Tanner Hazardous Substances Account Act, as amended ("CPTHSA"), Cal. Health & Safety Code § 25300, et seq., or any similar or other applicable law now or hereafter in effect, and (ii) any claim for or based on trespass, nuisance, waste, negligence, negligence per se, strict liability, ultrahazardous activity, indemnification, contribution or other theory arising under the common law of the State of California (or any other applicable jurisdiction) or arising under any applicable law now or hereafter in effect. For purposes of this Section 6.2.3, the word "at" also means on, beneath, in, above, and in the vicinity of.

6.2.4 Notwithstanding the foregoing, for purposes of this Agreement, Buyer hereby reserves and excludes from the releases set forth in this Section 6.2, (i) any claims for liability arising from or in connection with a breach by Seller with respect to its obligations under this Agreement; and (ii) any claims for liability arising from or in connection with a breach by Seller with respect to its express written representations and warranties set forth in Section 3 of this Agreement, but only for claims filed during the Limitation Period, and subject to the limitation on damages set forth in Section 3.11 of this Agreement (collectively, the "Excluded Claims").

6.2.5 With respect to all releases made by Buyer in this Agreement, Buyer hereby waives the application and benefits of California Civil Code § 1542 and hereby verifies that its signatories and authorized representatives have read and understand the following provision of California Civil Code § 1542:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

6.2.6 For purposes of this Agreement, “Hazardous Materials” means any substance, chemical, waste, material, contaminant, pollutant or emission: (i) the presence of which requires investigation, monitoring, removal or remediation under any federal, state or local statute, ordinance, code, regulation, order, decree, policy or common law now or hereafter in effect; (ii) which is or becomes defined as a “hazardous substance”, “hazardous material”, “hazardous waste”, “pollutant”, or “contaminant” under any federal, state or local statute, ordinance, code, regulation or rule now or hereafter in effect, or under any amendments thereto; (iii) which is or may be toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous; (iv) the presence of which causes or threatens to cause a nuisance or trespass or poses or threatens to pose a hazard or risk to the health or safety of persons on, about or in the vicinity of, the Property Interests; (v) without limitation, which is or contains gasoline, diesel fuel, motor oil, waste oil, grease, crude oil, methane or any other oil, gas or petroleum hydrocarbons; (vi) without limitation, which is or contains asbestos in any form, polychlorinated biphenyls (PCBs), or urea formaldehyde foam insulation; (vii) without limitation, which is or contains radon gas; or (viii) without limitation, which is electromagnetic or magnetic in nature.

6.2.7 For purposes of this Agreement, the term “Environmental Requirements” means any and all present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises and similar enactments or requirements of any governmental legislative bodies, agencies, authorities, departments, commissions, boards, bureaus, or instrumentalities of the United States, any state within the United States (including, without limitation, the State of California) or any political subdivisions thereof, and all applicable judicial, administrative, and regulatory and/or judicial decrees, judgments and orders in any way relating to the protection, administration, governance or other regulation of human health or safety, workplace safety, industrial hygiene, natural resources or the environment.

6.2.8 The provisions of this Section 6.2 shall survive the termination of this Agreement, the Close of Escrow and the recordation of all instruments of conveyance.

7. MISCELLANEOUS.

7.1 Notice.

Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows with a copy emailed to each recipient:

Seller: Alberhill Holdings, LLC
505 Lomas Santa Fe Drive, Suite 230
Solana Beach, CA 92075
Email: glansing@lansingcompanies.com
Attn: Gregory P. Lansing

With a copy to: Lansing Industries, Inc.
505 Lomas Santa Fe Drive, Suite 230
Solana Beach, CA 92075
Email: ppitingaro@lansingcompanies.com
Attn: Paul W. Pitingaro, Esq.

Buyer: City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530
Email: rhabib@lake-elsinore.org
Attn: Remon Habib, City Engineer

With a copy to: City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530
Email: jsimpson@lake-elsinore.org
Attn: Jason Simpson, City Manager

Any notice or other document sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other document in the United States mail.

7.2. Time of Essence.

Time is of the essence with respect to each and every provision hereof.

7.3. Assignment.

In the event of Seller's sale or other transfer of the Master Parcel or the portion thereof that encompasses the Property Interests to a party other than Buyer prior

to the Close of Escrow, Seller shall have the right to assign its rights and obligations under this Agreement to such transferee upon written notice thereof given to Buyer together with a true and correct copy of a written assignment and assumption agreement by which Seller assigns to the transferee and the transferee accepts and assumes Seller's rights and obligations under this Agreement, in which event the transferee shall succeed to all rights and obligations of Seller under this Agreement, Seller shall be released from its obligations under this Agreement and the assignee shall be solely liable and responsible for said obligations. Further, Seller shall have the right to qualify the transfer of the Property Interests or portions thereof as an exchange for like kind property qualifying for tax deferred treatment pursuant to Internal Revenue Code sections 1031 or 1033 as more particularly set forth in Section 7.6 below. Except as set forth hereinabove, neither this Agreement, nor any interest herein, shall be assignable by any party without prior written consent of the other party.

7.4. Governing Law and Venue.

All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California. Any and all legal actions sought to enforce this Agreement shall be brought in the courts of the County of Riverside.

7.5. Inurement.

Subject to the restrictions against assignment as herein contained, this Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

7.6 Potential Tax Free Exchange.

Notwithstanding anything to the contrary contained in this Agreement, Seller may transfer the Property Interests by means of an exchange for like-kind property qualifying for tax-deferred treatment pursuant to Internal Revenue Code Section 1031 or 1033. If Seller exercises such option, then Buyer shall cooperate in effecting a qualifying like-kind exchange through a trust or other means determined by Seller, as long as Seller bears all liability and expense in connection with such exchange and Buyer is not required to enter the chain of title of any property other than the Property Interests.

7.7. Entire Agreement.

This Agreement, including Exhibits "A" through "E" and Addendum 1 attached hereto and incorporated by reference herein, contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, warranties, agreements, arrangements, or understandings, oral or written, between the

parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

7.8. Additional Documents.

All parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

7.9. No Merger.

Except as otherwise set forth in this Agreement, all warranties, representations, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Fee Grant Deeds, Slope Easements and Temporary Construction Easements.

7.10. Counterparts.

This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes. This Agreement may be executed by either or all parties by electronic signature software or "pdf" signatures emailed, and any such signature shall be deemed an original signature and Escrow Holder is hereby authorized and instructed to rely thereon.

7.11. Waiver.

A waiver of any breach or default or failure to enforce any provision of this Agreement shall not operate as a waiver of a future breach of the same provision or any other provision of this Agreement.

7.12. Amendment/Modification.

The terms of this Agreement may not be modified or amended except by a writing signed by all of the Parties hereto.

7.13. Severability.

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

7.14. No Obligation to Third Parties.

Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

7.15 Attorneys' Fees.

In the event of any controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the other party all reasonable costs and expenses of such action or proceeding, including, without limitation, attorneys' fees, charges, disbursements, the fees and costs of expert witnesses and other litigation related expenses.

7.16. Eminent Domain.

The Property Interests are under consideration for a public use. Buyer has the power of eminent domain under California law to acquire property for such use, and Seller acknowledges Buyer may exercise such power if Buyer is unable to acquire the Property Interests pursuant to the terms of this Agreement, whether by reason of a Seller default, failure of condition, or otherwise.

[Signatures on Next Page]

SIGNATURE PAGE TO
AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

EXECUTED on the date or dates set forth below. This Agreement shall be effective as of the date signed by all parties.

Date: _____

BUYER:
CITY OF LAKE ELSINORE
130 South Main Street
Lake Elsinore, CA 92530

By: _____
Jason Simpson
City Manager

APPROVED AS TO FORM:
Leibold McClendon & Mann, P.C.

By: _____
Barbara Leibold
City Attorney

ATTEST:

By: _____
Candice Alvarez, MMC
City Clerk

Date: _____

SELLER:
Alberhill holdings, LLC, a California limited liability company

By: Lansing Industries, Inc., a California Corporation
Its: Manager

By: _____
Name: Gregory P. Lansing
Its: President

**EXHIBIT "A" TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS
Legal Description of Master Parcel**

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

LOTS 1 AND 8 OF TRACT NO. 35000, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 446, PAGES 88 THROUGH 105, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM ALL MINERALS CONTAINED IN THAT PORTION OF SAID LAND LYING WITHIN THE ATCHISON, TOPEKA AND SANTA FE RAILROAD RIGHT OF WAY, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, WITHOUT, HOWEVER, THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS. TOGETHER WITH THE RIGHT TO REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND, PROVIDED THAT THE EXERCISE OF SUCH RIGHTS SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF SAID LAND OR OF ANY IMPROVEMENTS THEREON, AS RESERVED BY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY IN THE DEED RECORDED NOVEMBER 27, 1985 AS INSTRUMENT NO. 268350, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, COAL AND CLAY DEPOSITS, NATURAL GAS RIGHTS, OTHER HYDROCARBONS, AND GEOTHERMAL DEPOSITS OR RESOURCES BY WHATSOEVER NAME KNOWN, THAT MAY BE WITHIN OR UNDER SAID LAND AND THAT HAVE NOT HERETOFORE BEEN RESERVED OF RECORD BY OR CONVEYED OF RECORD TO OTHERS, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING, THEREFOR AND STORING IN AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS, AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER FIVE HUNDRED (500) FEET OF THE SUBSURFACE OF THE LANDS HEREINABOVE DESCRIBED, AS RESERVED BY LONG BEACH EQUITIES, INC., IN THE DEED RECORDED SEPTEMBER 29, 1989 AS INSTRUMENT NO. 337562, OFFICIAL RECORDS.

APNs: 394-070-013, 394-070-020, 394-070-021, 394-070-022, 294-070-023 and 394-070-024

**EXHIBIT "B" TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

**Legal Descriptions of Fee Grant Deed Areas,
Slope Easement Areas, Road Easement Area,
Public Utility Easement Area
and
Temporary Construction Easement Areas**

(See Attached Legal Descriptions labeled as "Exhibits A" to this Exhibit B)

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 8
Road Fee
Page 1 of 1 Pages

That portion of Lot 8 of Tract No. 35000, in the City of Lake Elsinore, County of Riverside, State of California, as shown on the map filed in Book 446, Pages 88 through 105 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at the most northerly corner of said Lot 8, being the northwesterly terminus of that certain course having a bearing and distance of N 55°23'04" W 584.08 feet(M) as shown on Detail H, Sheet 6 of the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County;

Thence, along the northeasterly line of Lot 8, being also the southwesterly line of Temescal Canyon Road, S 55°23'04" E, a distance of 221.02 feet to the True Point of Beginning;

Thence 1st, continuing along said northeasterly line, S 55°23'04" E, a distance of 363.06 feet to an angle point in said northeasterly line of Lot 8, being also the southeasterly terminus of said certain course having a bearing and distance of N 55°23'04" W 584.08 feet(M);

Thence 2nd, continuing along said northeasterly line, S 34°33'45" W, a distance of 60.93 feet to the beginning of a non-tangent curve, concave southwesterly, the radial center of which bears S 47°55'26" W, a distance of 2790.00 feet;

Thence 3rd, leaving said northeasterly line, and along said curve through a central angle of 07°34'00", an arc distance of 368.46 feet to the True Point of Beginning.

Containing 9567 square feet, more or less.

Notes

- The above legal description is based on the dimensions, information, and land references shown on the map filed in Book xxx, Pages xx through xx of Record of Surveys.
- Bearings and distances are referenced to the California Coordinate System, Zone 6 grid, NAD83(2011) CSRS Epoch 2017.50. To obtain ground level distances, multiply grid distances by 1.000081537.

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Justin P. Height, PLS 6167

06-XX-2021

Date



Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 1
Road Fee
Page 1 of 2 Pages

That portion of Lot 1 of Tract No. 35000, in the City of Lake Elsinore, County of Riverside, State of California, as shown on the map filed in Book 446, Pages 88 through 105 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at the most northerly corner of Lot 8 as shown on said Tract No. 35000, being the northwesterly terminus of that certain course having a bearing and distance of N 55°23'04" W 584.08 feet(M) as shown on Detail H, Sheet 6 of the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County;

Thence, along the northeasterly line of Lot 8, being also the southwesterly line of Temescal Canyon Road, S 55°23'04" E, a distance of 584.08 feet to the most northerly corner of said Lot 1, being the beginning of a tangent curve to the left, concave northeasterly, and having a radius of 1539.87 feet, being also the True Point of Beginning;

Thence 1st, continuing along said southwesterly line of Temescal Canyon Road, and along said curve through a central angle of 05°07'25", an arc distance of 137.70 feet to the beginning of a non-tangent curve, concave southwesterly, the radial center of which bears S 49°01'01" W, a distance of 2350.00 feet;

Thence 2nd, leaving said southwesterly line, and along said curve, through a central angle of 03°46'42", an arc distance of 154.97 feet to the beginning of non-tangent curve, concave northwesterly, the radial center of which bears N 43°33'03" W, a distance of 50.00 feet;

Thence 3rd, along said curve, through a central angle of 05°44'03", an arc distance of 5.00 feet;

Thence 4th, S 89°03'12" W, a distance of 119.18 feet to the beginning of a non-tangent curve, concave southwesterly, the radial center of which bears S 51°00'28" W, a distance of 2250.00 feet;

Thence 5th, along said curve, through a central angle of 01°14'25", an arc distance of 48.71 feet to the beginning of a non-tangent curve to the left, concave southwesterly, the radial center of which bears S 50°55'16" W, a distance of 2790.00 feet;

Thence 6th, along said curve, through a central angle of 02°59'50", an arc distance of 145.95 feet to a point on the westerly line of said Lot 1;

Thence 7th, along said westerly line, N 34°33'45"E, a distance of 60.93 feet to the True Point of Beginning.

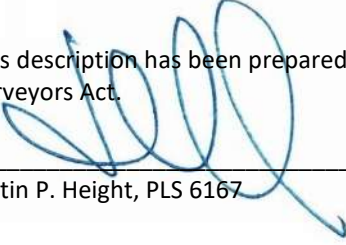
Containing 21,639 square feet, more or less.

Notes

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Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 1
Road Fee
Page 2 of 2 Pages

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Justin P. Height, PLS 6167

06-XX-2021

Date



Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 8
Habitat Conservation Fee
Page 1 of 2 Pages

That portion of Lot 8 of Tract No. 35000, in the City of Lake Elsinore, County of Riverside, State of California, as shown on the map filed in Book 446, Pages 88 through 105 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at the most northerly corner of said Lot 8, being the northwesterly terminus of that certain course having a bearing and distance of N 55°23'04" W 584.08 feet(M) as shown on Detail H, Sheet 6 of the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County;

Thence, along the northeasterly line of Lot 8, being also the southwesterly line of Temescal Canyon Road, S 55°23'04" E, a distance of 584.08 feet to an angle point in said northeasterly line of Lot 8;

Thence, continuing along said northeasterly line, S 34°33'45" W, a distance of 76.88 feet to an angle point in said northeasterly line, being also the beginning of a non-tangent curve, concave southwesterly, the radial center of which bears S 47°36'43" W, a distance of 1439.88 feet;

Thence, continuing along said northeasterly line, and along said curve, through a central angle of 06°56'30", an arc distance of 174.44 feet to the True Point of Beginning;

Thence 1st, continuing along said northeasterly line, and along said curve, through a central angle of 13°17'13", an arc distance of 333.91 feet the beginning of a non-tangent curve to the right, concave northeasterly, the radial center of which bears N 23°02'48" E, a distance of 600.00 feet;

Thence 2nd, leaving said northeasterly line, and along last said curve, through a central angle of 32°12'31", an arc distance of 337.29 feet;

Thence 3rd, N 80° 33' 53" W, a distance of 120.68 feet;

Thence 4th, N 71° 40' 21" W, a distance of 222.64 feet;

Thence 5th, N 23° 33' 42" E, a distance of 88.29 feet;

Thence 6th, N 65° 37' 03" W, a distance of 62.63 feet;

Thence 7th, N 28° 37' 00" E, a distance of 117.85 feet;

Thence 8th, N 33° 10' 21" E, a distance of 137.72 feet to the beginning of a non-tangent curve to the right, concave southwesterly, the radial center of which bears S 46°28'50" W, a distance of 3500.00 feet;

Thence 9th, along said curve, through a central angle of 06°55'18", an arc distance of 422.81 feet to the beginning of a reverse tangent curve to the left, having a radius of 50.00 feet;

Thence 10th, along said curve, through a central angle of 24°04'01", an arc distance of 21.00 feet to the beginning of a non-tangent curve to the right, concave southerly, the radial center of which bears S 15°25'47" E, a distance of 100.00 feet;

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 8
Habitat Conservation Fee
Page 2 of 2 Pages

Thence 11th, along said curve, through a central angle of 14°28'58", an arc distance of 25.28 feet;

Thence 12th, tangent to last said curve, N 89° 03' 12"E, a distance of 5.42 feet to the True Point of Beginning.

Containing 121,074 square feet, more or less.

Notes

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- Bearings and distances are referenced to the California Coordinate System, Zone 6 grid, NAD83(2011) CSRS Epoch 2017.50. To obtain ground level distances, multiply grid distances by 1.000081537.

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Justin P. Height, PLS 6167

06-XX-2021

Date



Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 1
Habitat Conservation Fee
Page 1 of 2 Pages

That portion of Lot 1 of Tract No. 35000, in the City of Lake Elsinore, County of Riverside, State of California, as shown on the map filed in Book 446, Pages 88 through 105 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at the most northerly corner of Lot 8 as shown on said Tract No. 35000, being the northwesterly terminus of that certain course having a bearing and distance of N 55°23'04" W 584.08 feet(M) as shown on Detail H, Sheet 6 of the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County;

Thence, along the northeasterly line of Lot 8, being also the southwesterly line of Temescal Canyon Road, S 55°23'04" E, a distance of 584.08 feet to the most northerly corner of said Lot 1, being the beginning of a tangent curve to the left, concave northeasterly, and having a radius of 1539.87 feet;

Thence, continuing along said southwesterly line of Temescal Canyon Road, and along said curve through a central angle of 09°25'00", an arc distance of 253.08 feet to the True Point of Beginning;

Thence 1st, continuing along said southwesterly line of Temescal Canyon Road, and along said curve, through a central angle of 08°54'00", an arc distance of 239.19 feet to the end of said curve;

Thence 2nd, continuing along said southwesterly line, S 73°42'04" E, a distance of 161.18 feet to the most northeasterly corner of said Lot 1;

Thence 3rd, along the easterly line of said Lot 1, S 01°05'17" W, a distance of 242.71 feet to the most northwesterly corner of Parcel A of Lot Line Adjustment No. 2911, as described in the Notice of Lot Line Adjustment recorded September 26, 1989 as Instrument Number 1989-330783 of Official Records of said County;

Thence 4th, continuing along the easterly line of said Lot 1, S 01°05'17" W, a distance of 33.77 feet;

Thence 5th, leaving said easterly line, N 56°58'11" W, a distance of 39.01 feet;

Thence 6th, S 76°13'16" W, a distance of 44.09 feet;

Thence 7th, N 36°49'47" W, a distance of 90.90 feet to the beginning of a non-tangent curve to the left, concave southerly, the radial center of which bears S 07°32'41" W, a distance of 200.00 feet;

Thence 8th, along said curve, through a central angle of 08°29'28", an arc distance of 29.64 feet;

Thence 9th, tangent to last curve, S 89°03'12" W, a distance of 132.07 feet to the beginning of a tangent curve to the right, concave northerly, having a radius of 300.00 feet;

Thence 10th, along said curve, through a central angle of 09°43'24", an arc distance of 50.91 feet;

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 1
Habitat Conservation Fee
Page 2 of 2 Pages

Thence 11th, tangent to last said curve, N 81°13'24" W, a distance of 1.84 feet to the beginning of a non-tangent curve to the left, concave easterly, the radial center of which bears S 59°43'59" E, a distance of 50.00 feet;

Thence 12th, along said curve, through a central angle of 67°05'48", an arc distance of 58.55 feet to the beginning of a non-tangent curve to the right, concave northeasterly, the radial center of which bears N 20°31'00" E, a distance of 600.00 feet;

Thence 13th, along said curve, through a central angle of 02°31'48", an arc distance of 26.49 feet to a point on the westerly line of said Lot 1, being the beginning of a non-tangent curve to the left, concave southwesterly, the radial center of which bears S 67°50'26" W, a distance of 1439.88 feet;

Thence 14th, along said westerly line, and along said curve, through a central angle of 13°17'13", an arc distance of 333.91 feet;

Thence 15th, leaving said westerly line, N 89°03'12" E, a distance of 144.70 feet to the beginning of a non-tangent curve to the left, concave westerly, the radial center of which bears N 37°49'00" W, a distance of 50.00 feet;

Thence 16th, along said curve, through a central angle of 90°31'51", an arc distance of 79.00 feet to the True Point of Beginning.

Containing 122,094 square feet, more less.

Notes

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This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Justin P. Height, PLS 6167

06-XX-2021

Date



Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 8
Slope Fee
Page 1 of 2 Pages

That portion of Lot 8 of Tract No. 35000, in the City of Lake Elsinore, County of Riverside, State of California, as shown on the map filed in Book 446, Pages 88 through 105 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at the most northerly corner of said Lot 8, being the northwesterly terminus of that certain course having a bearing and distance of N 55°23'04" W 584.08 feet(M) as shown on Detail H, Sheet 6 of the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County;

Thence, along the northeasterly line of Lot 8, being also the southwesterly line of Temescal Canyon Road, S 55°23'04" E, a distance of 584.08 feet to an angle point in said northeasterly line of Lot 8;

Thence, continuing along said northeasterly line, S 34°33'45" W, a distance of 60.93 feet to the True Point of Beginning;

Thence 1st, continuing along said northeasterly line, S 34°33'45" W, a distance of 15.95 feet to an angle point in said northeasterly line, being also the beginning of a non-tangent curve, concave southwesterly, the radial center of which bears S 47°36'43" W, a distance of 1439.88 feet;

Thence 2nd, continuing along said northeasterly line, and along said curve, through a central angle of 06°56'30", an arc distance of 174.44 feet;

Thence 3rd, leaving said northeasterly line, S 89° 03' 12" W, a distance of 5.42 feet to the beginning of a tangent curve to the left, concave southerly, having a radius of 100.00 feet;

Thence 4th, along said curve, through a central angle of 14° 28' 58", an arc distance of 25.28 feet to the beginning of a non-tangent curve to the right, concave northeasterly, the radial center of which bears N 29°20'06" E, a distance of 50.00 feet;

Thence 5th, along said curve, through a central angle of 24° 04' 01", and arc distance of 21.00 feet to the beginning of tangent reverse curve to the left, concave southwesterly, having a radius of 3500.00 feet;

Thence 6th, along said curve, through a central angle of 06° 55' 18", an arc distance of 422.81 feet;

Thence 7th, N 33° 10' 21" E, a distance of 23.42 feet to the beginning of a non-tangent curve to the right, concave southwesterly, the radial center of which bears S 41°58'54" W, a distance of 2790.00 feet;

Thence 8th, along said curve, through a central angle of 05° 56' 32", an arc distance of 289.35 feet to the True Point of Beginning.

Containing 14,414 square feet, more or less.

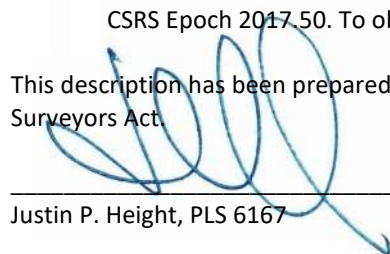
Notes

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Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 8
Slope Fee
Page 2 of 2 Pages

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Justin P. Height, PLS 6167

06-XX-2021

Date



Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 1
Slope Fee
Page 1 of 2 Pages

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Slope Fee 1

Commencing at the most northerly corner of Lot 8 as shown on said Tract No. 35000, being the northwesterly terminus of that certain course having a bearing and distance of N 55°23'04" W 584.08 feet(M) as shown on Detail H, Sheet 6 of the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County;

Thence, along the northeasterly line of Lot 8, being also the southwesterly line of Temescal Canyon Road, S 55°23'04" E, a distance of 584.08 feet to the most northerly corner of said Lot 1, being the beginning of a tangent curve to the left, concave northeasterly, and having a radius of 1539.87 feet;

Thence, continuing along said southwesterly line of Temescal Canyon Road, and along said curve through a central angle of 05°07'25", an arc distance of 137.70 feet to the True Point of Beginning;

Thence 1st, continuing along said southwesterly line of Temescal Canyon Road, and along said curve, through a central angle of 04°17'36", an arc distance of 115.38 feet to the beginning of a non-tangent curve to the right, concave westerly, the radial center of which bears S 51°39'09" W, a distance of 50.00 feet;

Thence 2nd, leaving said southwesterly line, and along last said curve, through a central angle of 84°47'48", an arc distance of 74.00 feet to the beginning of a non-tangent curve to the left, concave southwesterly, the radial center of which bears S 52°47'43" W, a distance of 2350.00 feet;

Thence 3rd, along said curve through a central angle of 03°46'42", an arc distance of 154.97 feet, more or less, to the True Point of Beginning.

Containing 3,962 square feet, more less.

Slope Fee 2

Commencing at the most northerly corner of Lot 8 as shown on said Tract No. 35000, being the northwesterly terminus of that certain course having a bearing and distance of N 55°23'04" W 584.08 feet(M) as shown on Detail H, Sheet 6 of the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County;

Thence, along the northeasterly line of Lot 8, being also the southwesterly line of Temescal Canyon Road, S 55°23'04" E, a distance of 584.08 feet to the most northerly corner of said Lot 1, being the beginning of a tangent curve to the left, concave northeasterly, and having a radius of 1539.87 feet;

Thence, continuing along said southwesterly line of Temescal Canyon Road, and along said curve through a central angle of 05°07'25", an arc distance of 137.70 feet to the beginning of a non-tangent curve, concave southwesterly, the radial center of which bears S 49°01'01" W, a distance of 2350.00 feet;

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 1
Slope Fee
Page 2 of 2 Pages

Thence, leaving said southwesterly line, and along said curve, through a central angle of $03^{\circ}46'42''$, an arc distance of 154.97 feet to the beginning of non-tangent curve, concave northwesterly, the radial center of which bears $N 43^{\circ}33'03'' W$, a distance of 50.00 feet;

Thence, along said curve, through a central angle of $05^{\circ}44'03''$, an arc distance of 5.00 feet;

Thence, $S 89^{\circ}03'12'' W$, a distance of 119.18 feet to the True Point of Beginning;

Thence 1st, $S 89^{\circ}03'12'' W$, a distance of 25.52 feet to a point on the westerly line of said Lot 1, being the beginning of a non-tangent curve to the left, concave southwesterly, the radial center of which bears $S 54^{\circ}33'13'' W$, a distance of 1439.88 feet;

Thence 2nd, along said westerly line, and along said curve, through a central angle of $06^{\circ}56'30''$, an arc distance of 174.44 feet to an angle point in said westerly line of Lot 1;

Thence 3rd, continuing along said westerly line, $N 34^{\circ}33'35'' E$, a distance of 15.95 feet to the beginning of a non-tangent curve to the right, concave southwesterly, the radial center of which bears $S 47^{\circ}55'26'' W$, a distance of 2790.00 feet;

Thence 4th, leaving said westerly line, and along said curve, through a central angle of $02^{\circ}59'50''$, an arc distance of 145.95 feet to the beginning of a non-tangent curve to the right, concave southwesterly, the radial center of which bears $S 49^{\circ}46'03'' W$, a distance of 2250.00 feet;

Thence 5th, along said curve, through a central angle of $01^{\circ}14'25''$, an arc distance of 48.71 feet to the True Point of beginning.

Containing 3,102 square feet, more less.

Notes

- The above legal description is based on the dimensions, information, and land references shown on the map filed in Book xxx, Pages xx through xx of Record of Surveys.
- Bearings and distances are referenced to the California Coordinate System, Zone 6 grid, NAD83(2011) CSRS Epoch 2017.50. To obtain ground level distances, multiply grid distances by 1.000081537.

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Justin P. Height, PLS 6167

06-XX-2021

Date



Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 1
Slope Easement
Page 1 of 2 Pages

That portion of Lot 1 of Tract No. 35000, in the City of Lake Elsinore, County of Riverside, State of California, as shown on the map filed in Book 446, Pages 88 through 105 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at the most northeasterly corner of said Lot 1; being the northerly terminus of that certain course having a bearing and distance of N 01°05'17" E 549.49(M) as shown on Sheet 6 of the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County;

Thence, along the easterly line of said Lot 1, S 01°05'17" W, a distance of 242.71 feet to the most northwesterly corner of Parcel A of Lot Line Adjustment No. 2911, as described in the Notice of Lot Line Adjustment recorded September 26, 1989 as Instrument Number 1989-330783 of Official Records of said County;

Thence, continuing along the easterly line of said Lot 1, S 01°05'17" W, a distance of 33.77 feet;

Thence, leaving said easterly line, N 56°58'11" W, a distance of 39.01 feet;

Thence, S 76°13'16" W, a distance of 44.09 feet to the True Point of Beginning;

Thence 1st, N 36°49'47" W, a distance of 90.90 feet to the beginning of a non-tangent curve to the left, concave southerly, the radial center of which bears S 07°32'41" W, a distance of 200.00 feet;

Thence 2nd, along said curve, through a central angle of 08°29'29", an arc distance of 29.64 feet;

Thence 3rd, tangent to last curve, S 89°03'12" W, a distance of 132.07 feet to the beginning of a tangent curve to the right, concave northerly, having a radius of 300.00 feet;

Thence 4th, along said curve, through a central angle of 09°43'24", an arc distance of 50.91 feet;

Thence 5th, tangent to last said curve, N 81°13'24" W, a distance of 1.84 feet to the beginning of a non-tangent curve to the left, concave easterly, the radial center of which bears S 59°43'59" E, a distance of 50.00 feet;

Thence 6th, along said curve, through a central angle of 67°05'48", an arc distance of 58.55 feet;

Thence 7th, tangent to last said curve, S 36°49'47" E, a distance of 150.85 feet to the beginning of a tangent curve to the left, concave northerly, having a radius of 70.00 feet;

Thence 8th, along said curve, through a central angle of 90°00'00", an arc distance of 109.96 feet;

Thence 9th, tangent to last said curve, N53°10'13" E, a distance of 85.00 feet to the beginning of a tangent curve to the left, concave westerly, having a radius of 45.00 feet;

Thence 10th, along said curve, through a central angle of 90°00'00", an arc distance of 70.69 feet to the True Point of Beginning.

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 1
Slope Easement
Page 2 of 2 Pages

Excepting therefrom the following portion:

Commencing at the easterly terminus of the 3rd course described above;

Thence, along said course S 89°03'12" W, a distance of 27.60 feet to the True Point of Beginning;

Thence 1st, continuing along said course, S 89°03'12" W, a distance of 104.48 feet to its westerly terminus, being the easterly terminus of the 4th course described above, and the beginning of a tangent curve to the right, concave northerly, having a radius of 300.00 feet;

Thence 2nd, along said course and said curve, through a central angle of 03°42'30", an arc distance of 19.42 feet;

Thence 3rd, leaving said course, S 36°49'47" E, a distance of 184.28 feet;

Thence 4th, N 53°10'13" E, a distance of 100.00 feet;

Thence 5th, N 36°49'47" W, a distance of 111.16 feet to the True Point of Beginning.

Containing 25,466 square feet, more less.

Notes

- The above legal description is based on the dimensions, information, and land references shown on the map filed in Book xxx, Pages xx through xx of Record of Surveys.
- Bearings and distances are referenced to the California Coordinate System, Zone 6 grid, NAD83(2011) CSRS Epoch 2017.50. To obtain ground level distances, multiply grid distances by 1.000081537.

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Justin P. Height, PLS 6167
06-XX-2021
Date



Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 1
Road Easement
Page 1 of 2 Pages

That portion of Lot 1 of Tract No. 35000, in the City of Lake Elsinore, County of Riverside, State of California, as shown on the map filed in Book 446, Pages 88 through 105 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at the most northeasterly corner of said Lot 1; being the northerly terminus of that certain course having a bearing and distance of N 01°05'17" E 549.49(M) as shown on Sheet 6 of the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County;

Thence, along the easterly line of said Lot 1, S 01°05'17" W, a distance of 242.71 feet to the most northwesterly corner of Parcel A of Lot Line Adjustment No. 2911, as described in the Notice of Lot Line Adjustment recorded September 26, 1989 as Instrument Number 1989-330783 of Official Records of said County;

Thence, continuing along the easterly line of said Lot 1, S 01°05'17" W, a distance of 33.77 feet;

Thence, leaving said easterly line, N 56°58'11" W, a distance of 39.01 feet;

Thence, S 76°13'16" W, a distance of 44.09 feet;

Thence, N 36°49'47" W, a distance of 90.90 feet to the beginning of a non-tangent curve to the left, concave southerly, the radial center of which bears S 07°32'41" W, a distance of 200.00 feet;

Thence, along said curve, through a central angle of 08°29'29", an arc distance of 29.64 feet;

Thence, tangent to last said curve, S 89°03'12" W, a distance of 27.60 feet to the True Point of Beginning;

Thence 1st, S 89°03'12" W, a distance of 104.48 feet to the beginning of a tangent curve to the right, concave northerly, having a radius of 300.00 feet;

Thence 2nd, along said curve, through a central angle of 03°42'30", an arc distance of 19.42 feet;

Thence 3rd, S 36°49'47" E, a distance of 184.28 feet;

Thence 4th, N 53°10'13" E, a distance of 100.00 feet;

Thence 5th, N 36°49'47" W, a distance of 111.16 feet to the True Point of Beginning.

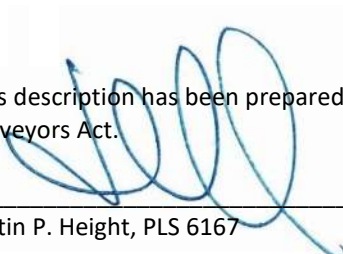
Containing 14,738 square feet, more less.

Notes

- The above legal description is based on the dimensions, information, and land references shown on the map filed in Book xxx, Pages xx through xx of Record of Surveys.
- Bearings and distances are referenced to the California Coordinate System, Zone 6 grid, NAD83(2011) CSRS Epoch 2017.50. To obtain ground level distances, multiply grid distances by 1.000081537.

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 1
Road Easement
Page 2 of 2 Pages

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Justin P. Height, PLS 6167

06-XX-2021

Date



Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products
EVMWD Easement
Page 1 of 1 Pages

Those portions of Parcel C and Parcel D of Lot Line Adjustment No. 16-973, in the City of Lake Elsinore, County of Riverside, State of California, as described in the Notice of Lot Line Adjustment recorded October 11, 2016 as Instrument Number 2016-0443756 of Official Records in the office of the County Recorder of said County, lying within a twenty (20.00) foot wide strip, the centerline of which is described as follows:

Commencing at an angle point the northerly line of said Parcel C, being the northwesterly terminus of that certain course having a bearing and distance of N 55°23'04"W 167.99 feet(M) as shown on Detail H, Sheet 6 of the map filed in Book 153, Pages 21 through 26 of Records of Survey in the Office of the County Recorder of said County;

Thence, S 36°33'32" E 309.48 feet to the True Point of Beginning;

Thence 1st, N 33°10'21" E, a distance of 144.60 feet;

Thence 2nd, S 54°18'57" E, a distance of 383.55 feet;

Thence 3rd, S 61°53'13" E, a distance of 223.74 feet;

Thence 4th, S 74°06'10" E, a distance of 141.26 feet;

Thence 5th, S 41°03'41" E, a distance of 81.20 feet.

Excepting from said twenty foot wide strip any portion lying within the future fee title transfer to the City of Lake Elsinore for road purposes and the future fee title transfer to the City of Lake Elsinore for slope purposes.

Containing 2,643 square feet, more or less. (Part A)

Containing 3,969 square feet, more or less. (Part B)

All as more particularly shown on Exhibit B, attached hereto and made a part hereof.

Notes

- The above legal description is based on the dimensions, information, and land references shown on the map filed in Book 153 Pages 21 through 26 of Record of Surveys.
- Bearings and distances are referenced to the California Coordinate System, Zone 6 grid, NAD83(2011) CSRS Epoch 2017.50. To obtain ground level distances, multiply grid distances by 1.000081537.

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Justin P. Height, PLS 6167

9-21-2020
Date



Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 8
Temporary Construction Easement
Page 1 of 2 Pages

That portion of Lot 8 of Tract No. 35000, in the City of Lake Elsinore, County of Riverside, State of California, as shown on the map filed in Book 446, Pages 88 through 105 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at the most northerly corner of said Lot 8, being the northwesterly terminus of that certain course having a bearing and distance of N 55°23'04" W 584.08 feet(M) as shown on Detail H, Sheet 6 of the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County;

Thence, along the northeasterly line of Lot 8, being also the southwesterly line of Temescal Canyon Road, S 55°23'04" E, a distance of 584.08 feet to an angle point in said northeasterly line of Lot 8;

Thence, continuing along said northeasterly line, S 34°33'45" W, a distance of 76.88 feet to an angle point in said northeasterly line, being also the beginning of a non-tangent curve, concave southwesterly, the radial center of which bears S 47°36'43" W, a distance of 1439.88 feet;

Thence, continuing along said northeasterly line, and along said curve, through a central angle of 20°13'43", an arc distance of 508.36 feet the beginning of a non-tangent curve to the right, concave northeasterly, the radial center of which bears N 23°02'48" E, a distance of 600.00 feet;

Thence, leaving said northeasterly line, and along last said curve, through a central angle of 32°12'31", an arc distance of 337.29 feet;

Thence, N 80° 33' 53" W, a distance of 120.68 feet;

Thence, N 71° 40' 21" W, a distance of 222.64 feet;

Thence, N 23° 33' 42" E, a distance of 88.29 feet;

Thence, N 65° 37' 03" W, a distance of 62.63 feet;

Thence, N 28° 37' 00" E, a distance of 117.85 feet;

Thence, N 33° 10' 21" E, a distance of 25.87 feet to the True Point of Beginning;

Thence 1st, N52° 41' 48"W, a distance of 69.52 feet;

Thence 2nd, N30° 36' 51"E, a distance of 101.25 feet to a point on the southwesterly line of the public road easement as described in the Irrevocable Offer of Dedication recorded October 29, 2015 as Document No. 2015-0475055 of Official Records;

Thence 3rd, along said southwesterly line, S55° 23' 04"E, a distance of 33.83 feet to beginning of the curve in said southwesterly line, being the beginning of a tangent curve to the right, concave southwesterly, having a radius of 1439.88 feet;

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 8
Temporary Construction Easement
Page 2 of 2 Pages

Thence 4th, continuing along said southwesterly line, and along said curve, through a central angle 01° 35' 41", an arc distance of 40.08 feet to its intersection with the northeasterly prolongation of the course described above as "N 33° 10' 21" E, a distance of 25.87 feet";

Thence 5th, leaving said southwesterly line, and along said prolongation, S 33° 10' 21" W, a distance of 103.74 feet to the True Point of Beginning.

Containing 7,340 square feet, more or less.

Notes

- The above legal description is based on the dimensions, information, and land references shown on the map filed in Book xxx, Pages xx through xx of Record of Surveys.
- Bearings and distances are referenced to the California Coordinate System, Zone 6 grid, NAD83(2011) CSRS Epoch 2017-50. To obtain ground level distances, multiply grid distances by 1.000081537.

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Justin P. Height, PLS 6167

06-XX-2021

Date



Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 1
Temporary Construction Easement
Page 1 of 2 Pages

That portion of Lot 1 of Tract No. 35000, in the City of Lake Elsinore, County of Riverside, State of California, as shown on the map filed in Book 446, Pages 88 through 105 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at the most northeasterly corner of said Lot 1; being the northerly terminus of that certain course having a bearing and distance of N 01°05'17" E 549.49(M) as shown on Sheet 6 of the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County;

Thence, along the easterly line of said Lot 1, S 01°05'17" W, a distance of 242.71 feet to the most northwesterly corner of Parcel A of Lot Line Adjustment No. 2911, as described in the Notice of Lot Line Adjustment recorded September 26, 1989 as Instrument Number 1989-330783 of Official Records of said County;

Thence, continuing along the easterly line of said Lot 1, S 01°05'17" W, a distance of 33.77 feet;

Thence, leaving said easterly line, N 56°58'11" W, a distance of 29.46 feet to the True Point of Beginning;

Thence 1st, N 56°58'11" W, a distance of 9.55 feet;

Thence 2nd, S 76°13'16" W, a distance of 44.09 feet to the beginning of a non-tangent curve to the right, concave westerly, the radial center of which bears S 53°10'13" W, a distance of 45.00 feet;

Thence 3rd, along said curve, through a central angle of 90°00'00", an arc distance of 70.69 feet;

Thence 4th, tangent to last said curve, S 53°10'13" W, a distance of 85.00 feet to the beginning of a tangent curve to the right, concave northerly, having a radius of 70.00 feet;

Thence 5th, along said curve, through a central angle of 90°00'00", an arc distance of 109.96 feet;

Thence 6th, tangent to last said curve, N 36°49'47" W, a distance of 150.85 feet to the beginning of a non-tangent curve to the right, concave northeasterly, the radial center of which bears N 20°31'00" E, a distance of 600.00 feet;

Thence 7th, along said curve, through a central angle of 02°31'48", and arc distance of 26.49 feet to a point on the westerly line of said Lot 1, being the beginning of a non-tangent curve to the right, concave southwesterly, the radial center of which bears S 67°50'26" W, a distance of 1439.88 feet;

Thence 8th, along said westerly line, and along said curve, through a central angle of 00°11'16", an arc distance of 4.72 feet to its intersection with a line parallel with, and lying 15.00 feet southwesterly of, the line described in the 6th course above;

Thence 9th, leaving said westerly line, and along said parallel line, S 36°49'47" E, a distance of 168.90 feet to the beginning of a tangent curve to the left, concave northerly, having a radius of 85.00 feet, and being concentric with the curve described in the 5th course above;

Thence 10th, along said curve, through a central angle of 90°00'00", an arc distance of 133.52 feet;

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 1
Temporary Construction Easement
Page 2 of 2 Pages

Thence 11th, tangent to last said curve, N 53°10'13" E, a distance of 147.56 feet;

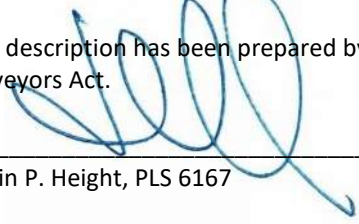
Thence 12th, N 01°05'17" E, a distance of 42.80 feet to the True Point of Beginning.

Containing 8,417 square feet, more less.

Notes

- The above legal description is based on the dimensions, information, and land references shown on the map filed in Book xxx, Pages xx through xx of Record of Surveys.
- Bearings and distances are referenced to the California Coordinate System, Zone 6 grid, NAD83(2011) CSRS Epoch 2017.50. To obtain ground level distances, multiply grid distances by 1.000081537.

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Justin P. Height, PLS 6167

06-XX-2021

Date



**EXHIBIT "C" TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

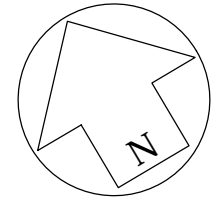
**Depictions of Fee Grant Deed Areas,
Slope Easement Areas, Road Easement Area,
Public Utility Easement Area
and
Temporary Construction Easement Areas**

(See Attached Plats labeled as "Exhibits B" to this Exhibit C)

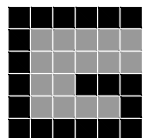
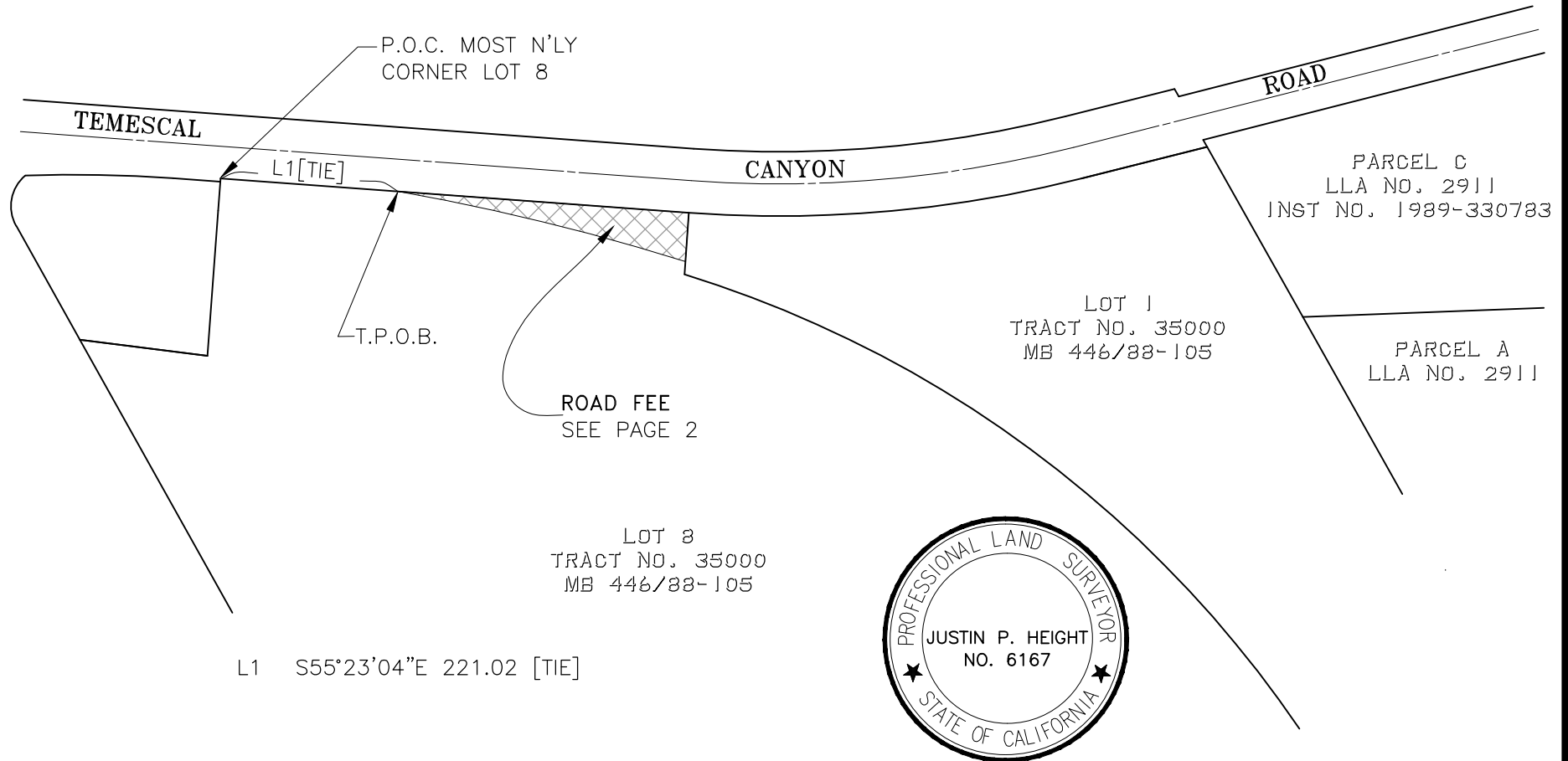
NOTES

PLAT MAP IS BASED ON THE INFORMATION AND LAND REFERENCES SHOWN ON THE MAP FILED IN BOOK XXX, PAGES XX THROUGH XX OF RECORD OF SURVEYS.

BEARINGS AND DISTANCES ARE REFERENCED TO THE CALIFORNIA COORDINATE SYSTEM, ZONE 6 GRID, NAD83(2011) CSRS EPOCH 2017.50. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY GRID DISTANCES BY 1.000081537.



SCALE: 1" = 200'



GUIDA
SURVEYING INC.

Job No. 0618-00015 0618-00015 Plats.dwg

THIS PLAT HAS BEEN PREPARED BY ME, OR
UNDER MY DIRECTION, IN CONFORMANCE WITH
THE PROFESSIONAL LAND SURVEYORS ACT.

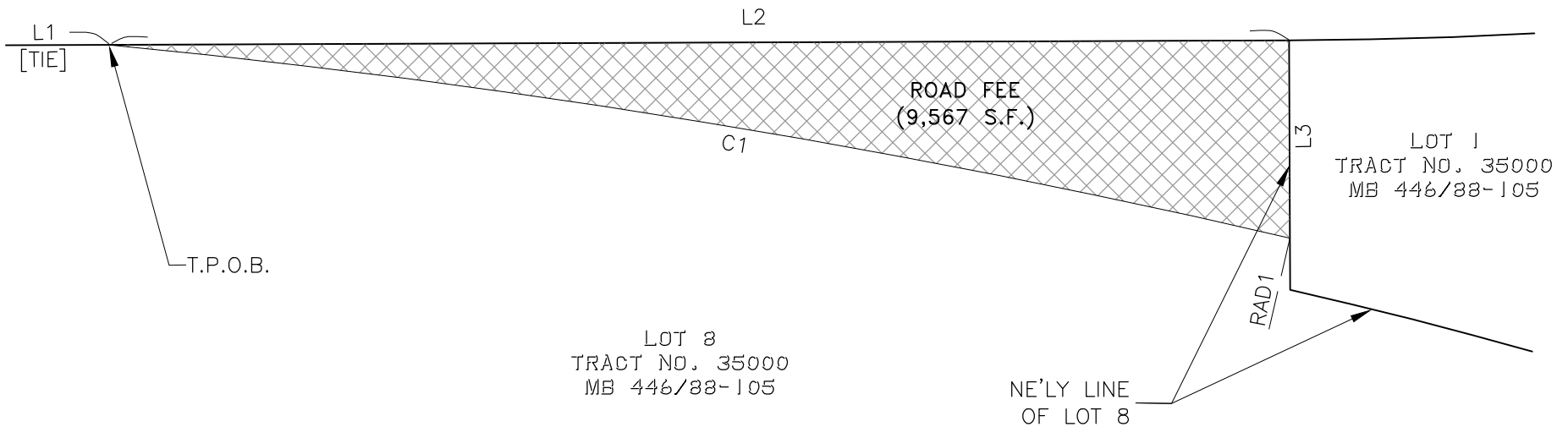
Justin P. Height
JUSTIN P. HEIGHT, PLS 6167 06-XX-2021
DATE

EXHIBIT B
PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 8
ROAD FEE
PAGE 1 OF 2 PAGES

TEMESCAL

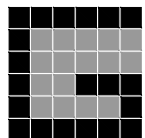
CANYON

ROAD



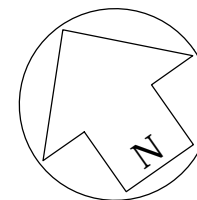
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L2 S55°23'04"E 363.06
L3 S34°33'45"W 60.93
C1 R=2790.00 D=07°34'00" L=368.46

RAD1 S47°55'26"W



GUIDA
SURVEYING INC.

Job No. 0618-00015 0618-00015 Plats.dwg



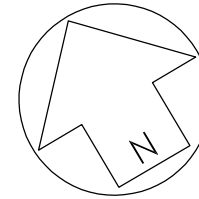
SCALE: 1" = 50'

EXHIBIT B
PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 8
ROAD FEE
PAGE 2 OF 2 PAGES

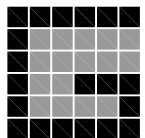
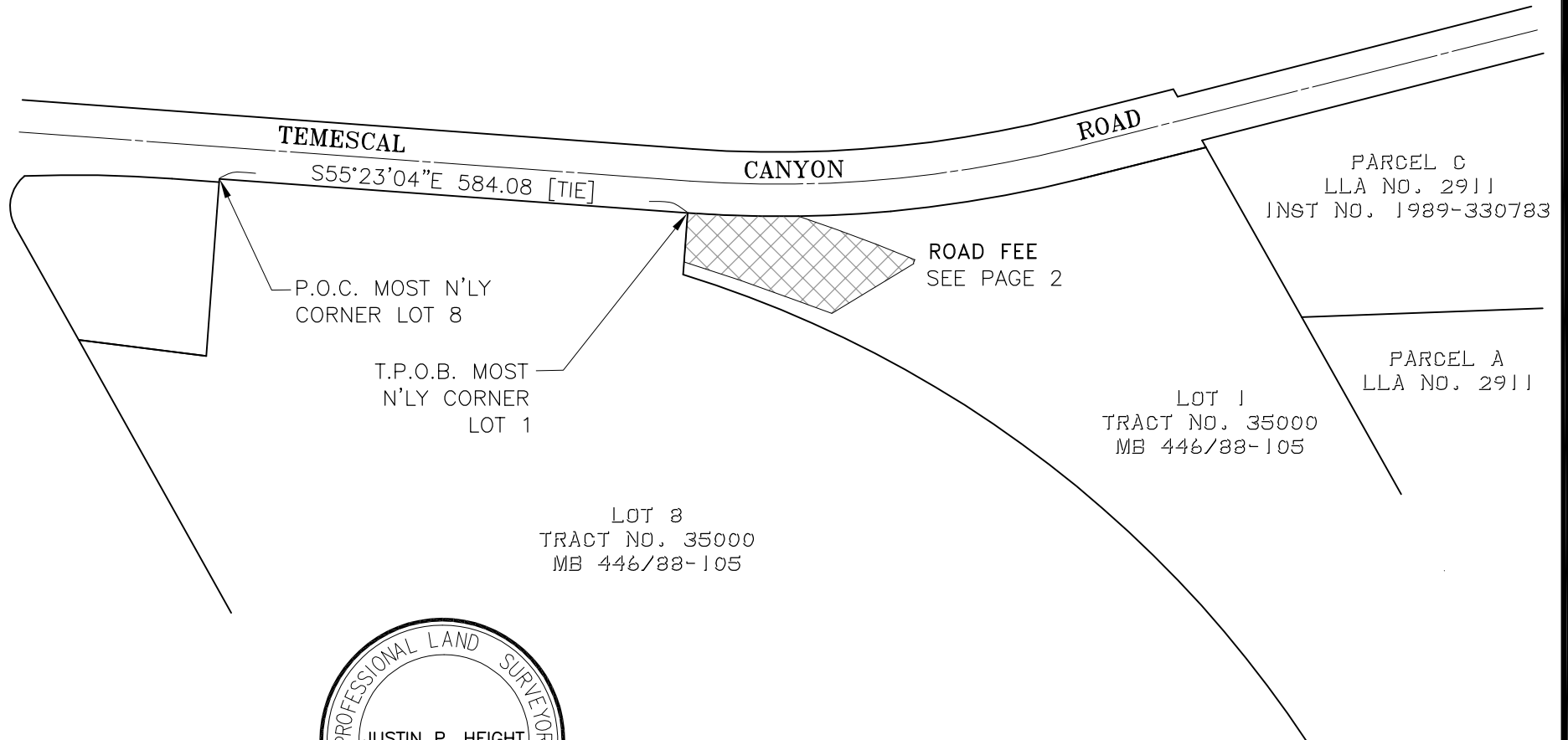
NOTES

PLAT MAP IS BASED ON THE INFORMATION AND LAND REFERENCES SHOWN ON THE MAP FILED IN BOOK xxx, PAGES xx THROUGH xx OF RECORD OF SURVEYS.

BEARINGS AND DISTANCES ARE REFERENCED TO THE CALIFORNIA COORDINATE SYSTEM, ZONE 6 GRID, NAD83(2011) CSRS EPOCH 2017.50. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY GRID DISTANCES BY 1.000081537.



SCALE: 1" = 200'



GUIDA
SURVEYING INC.

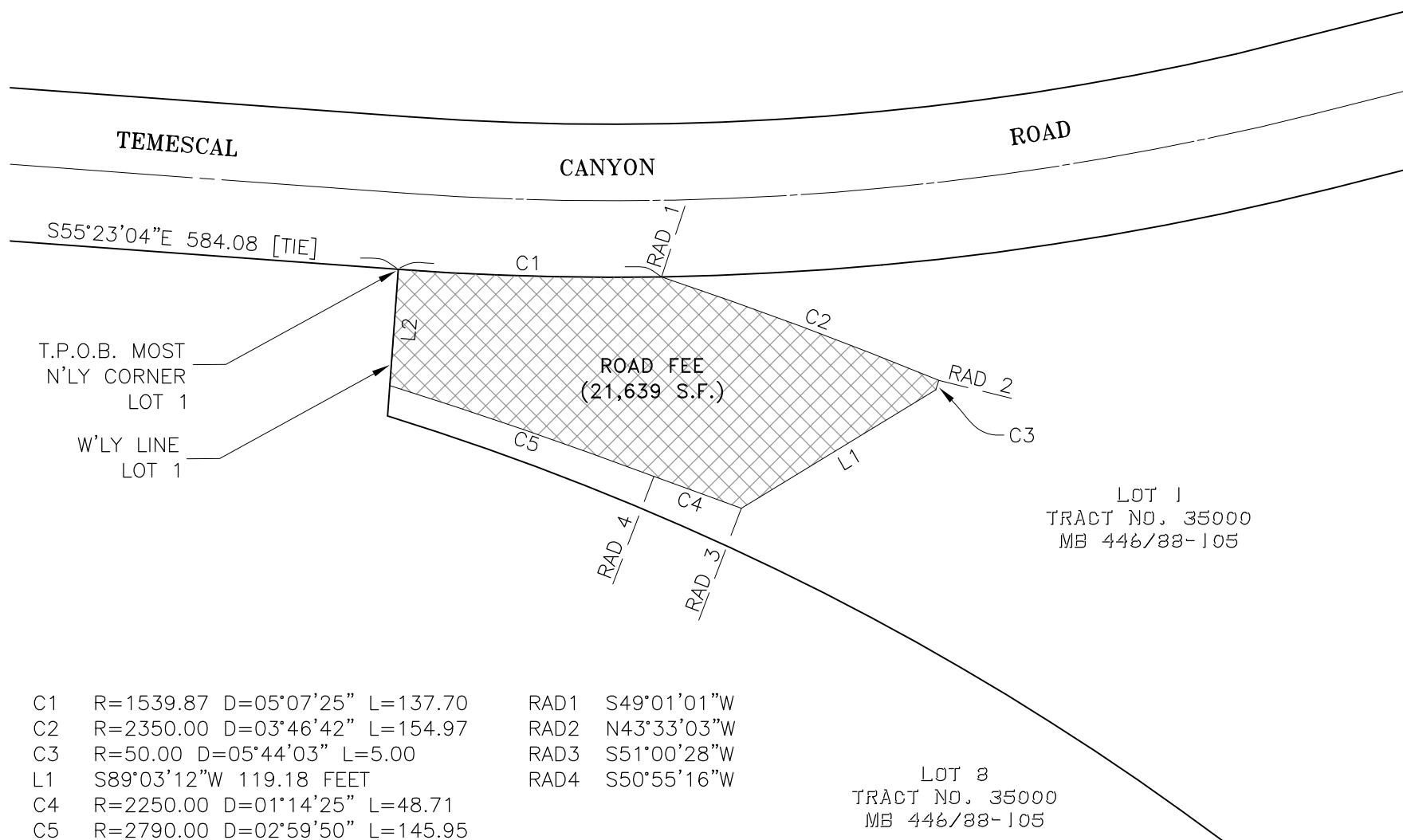
Job No. 0618-00015 0618-00015 Plats.dwg

THIS PLAT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

06-XX-2021
JUSTIN P. HEIGHT, PLS 6167 DATE

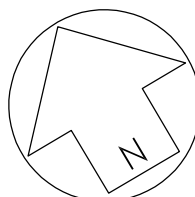
EXHIBIT B

PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 1
ROAD FEE
PAGE 1 OF 2 PAGES

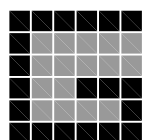


C1	R=1539.87 D=05°07'25" L=137.70
C2	R=2350.00 D=03°46'42" L=154.97
C3	R=50.00 D=05°44'03" L=5.00
L1	S89°03'12"W 119.18 FEET
C4	R=2250.00 D=01°14'25" L=48.71
C5	R=2790.00 D=02°59'50" L=145.95
L2	N34°33'45"E 60.93

RAD1	S49°01'01"W
RAD2	N43°33'03"W
RAD3	S51°00'28"W
RAD4	S50°55'16"W



SCALE: 1" = 80'



GUIDA
SURVEYING INC.

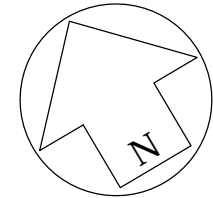
Job No. 0618-00015 0618-00015 Plats.dwg

EXHIBIT B
PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 1
ROAD FEE
PAGE 2 OF 2 PAGES

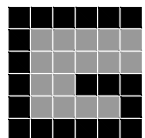
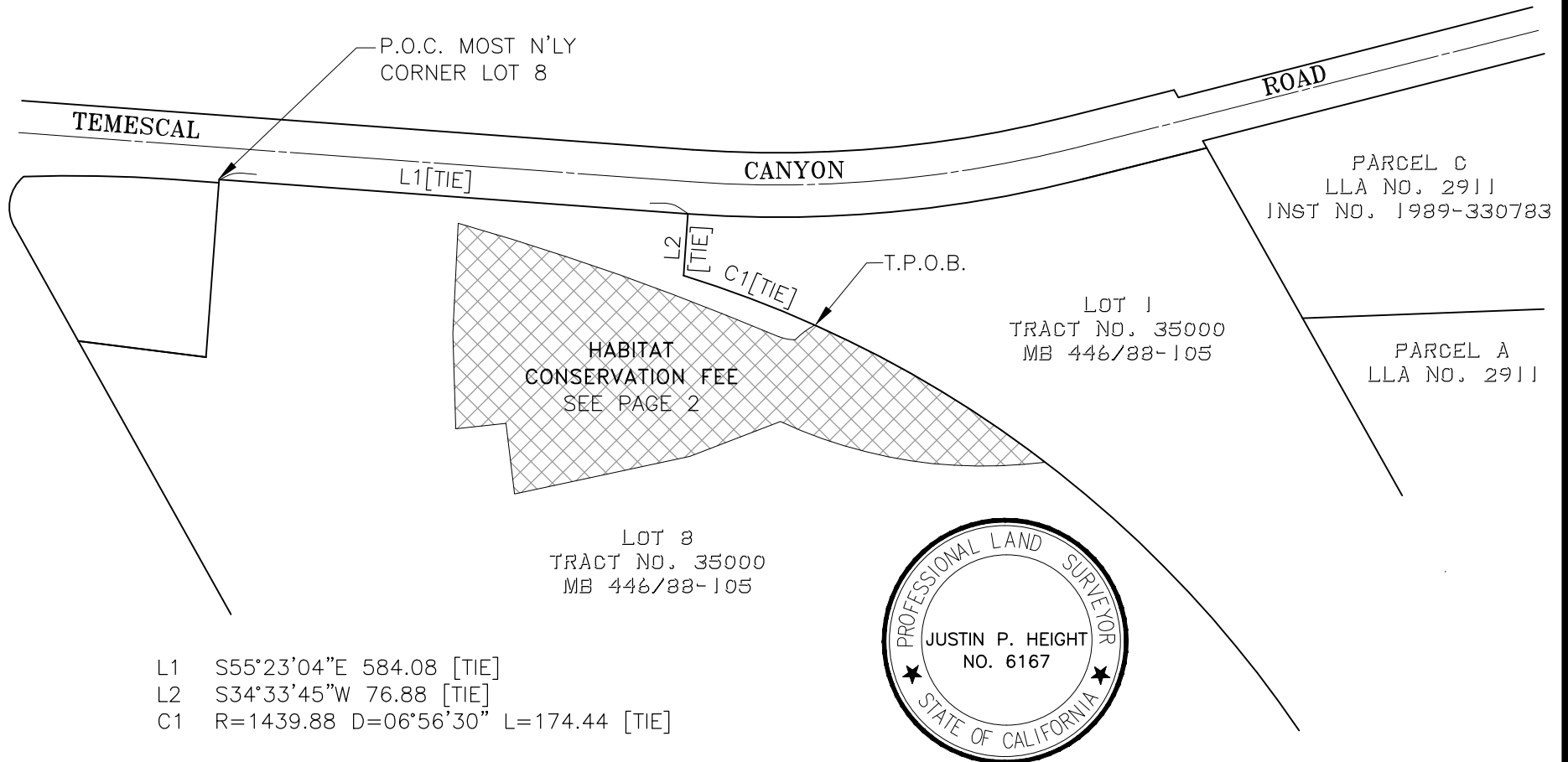
NOTES

PLAT MAP IS BASED ON THE INFORMATION AND LAND REFERENCES SHOWN ON THE MAP FILED IN BOOK XXX, PAGES XX THROUGH XX OF RECORD OF SURVEYS.

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SCALE: 1" = 200'



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Job No. 0618-00015 0618-00015 Plats.dwg

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06-XX-2021
JUSTIN P. HEIGHT, PLS 6167 DATE

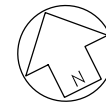
EXHIBIT B

PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 8
HABITAT CONSERVATION FEE
PAGE 1 OF 2 PAGES

TEMESCAL

CANYON

ROAD



NOT TO SCALE

L1[TIE]

L2

[TIE]

RAD7

LOT 1
TRACT NO. 35000
MB 446/88-105

C1[TIE]

T.P.O.B.

SEE
DETAIL

HABITAT
CONSERVATION FEE
(121,074 S.F.)

DETAIL

RAD3

L8

L7

L6

L5

L4

L3

C3

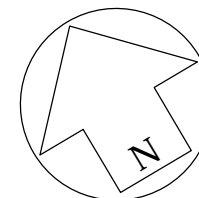
C2

RAD2

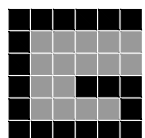
RAD1 S47°36'43"W
RAD2 N23°02'48"E
RAD3 S46°28'50"W
RAD4 S15°25'47"E

L1 S55°23'04"E 584.08 [TIE]
L2 S34°33'45"E 60.93 [TIE]
C1 R=1439.88 D=06°56'30" L=174.44 [TIE]
C2 R=1439.88 D=13°17'13" L=333.91
C3 R=600.00 D=32°12'31" L=337.29
L3 N80°33'53"W 120.68
L4 N71°40'21"W 222.64
L5 N23°33'42"E 88.29
L6 N65°37'03"W 62.63
L7 N28°37'00"E 117.85
L8 N33°10'21"E 137.72
C4 R=3500.00 D=06°55'18" L=422.81
C5 R=50.00 D=24°04'01" L=21.00
C6 R=100.00 D=1428°58" L=25.28
L9 N89°03'12"E 5.42

LOT 8
TRACT NO. 35000
MB 446/88-105



SCALE: 1" = 100'



GUIDA
SURVEYING INC.

Job No. 0618-00015 0618-00015 Plats.dwg

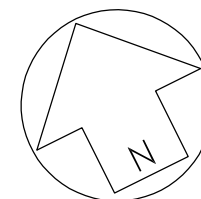
EXHIBIT B

PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 8
HABITAT CONSERVATION FEE
PAGE 2 OF 2 PAGES

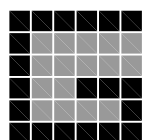
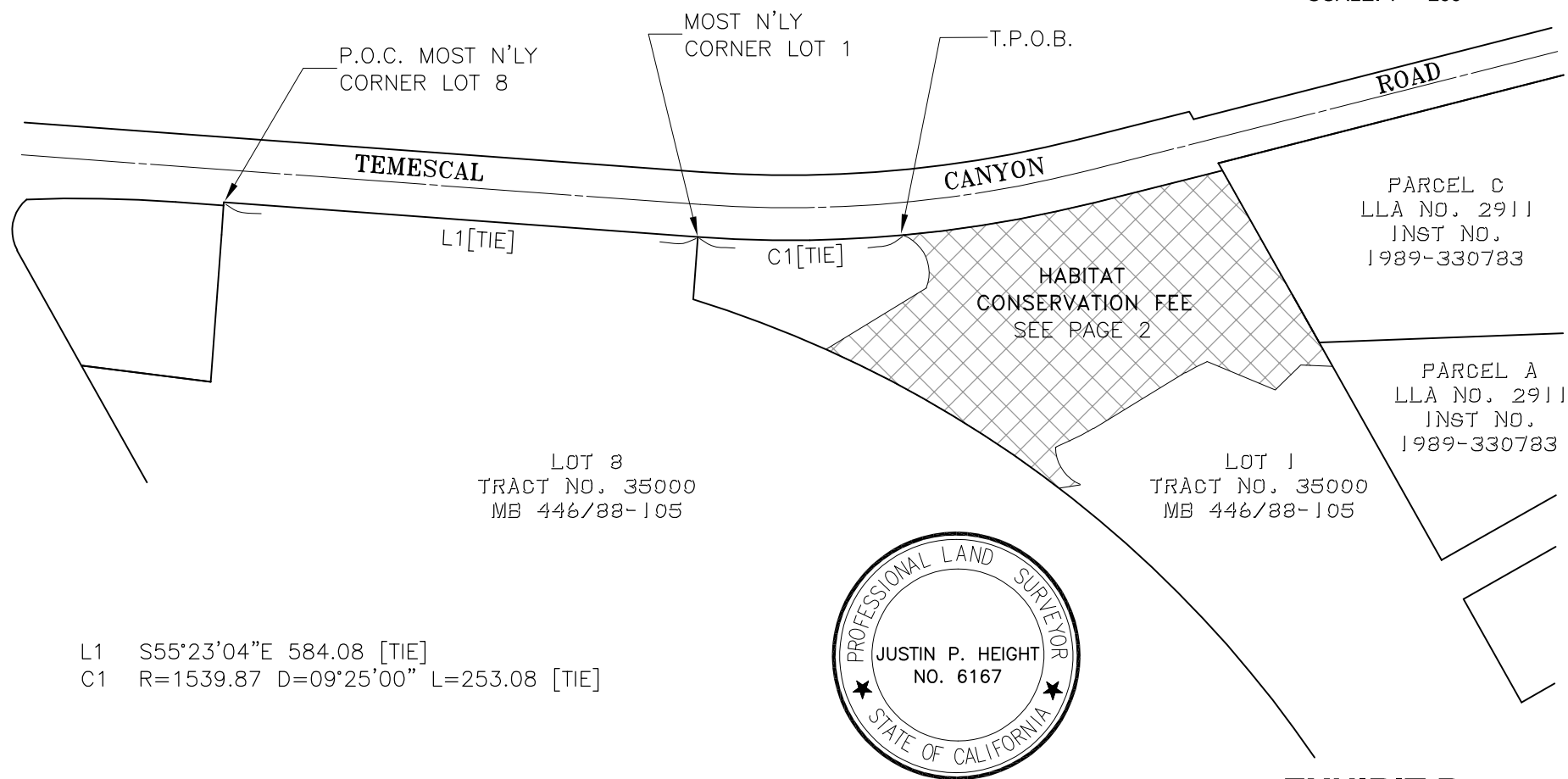
NOTES

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SCALE: 1" = 200'



GUIDA
SURVEYING INC.

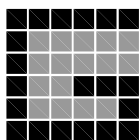
Job No. 0618-00015 0618-00015 Plats.dwg

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UNDER MY DIRECTION, IN CONFORMANCE WITH
THE PROFESSIONAL LAND SURVEYORS ACT.

Justin P. Height
JUSTIN P. HEIGHT, PLS 6167 06-XX-2021
DATE

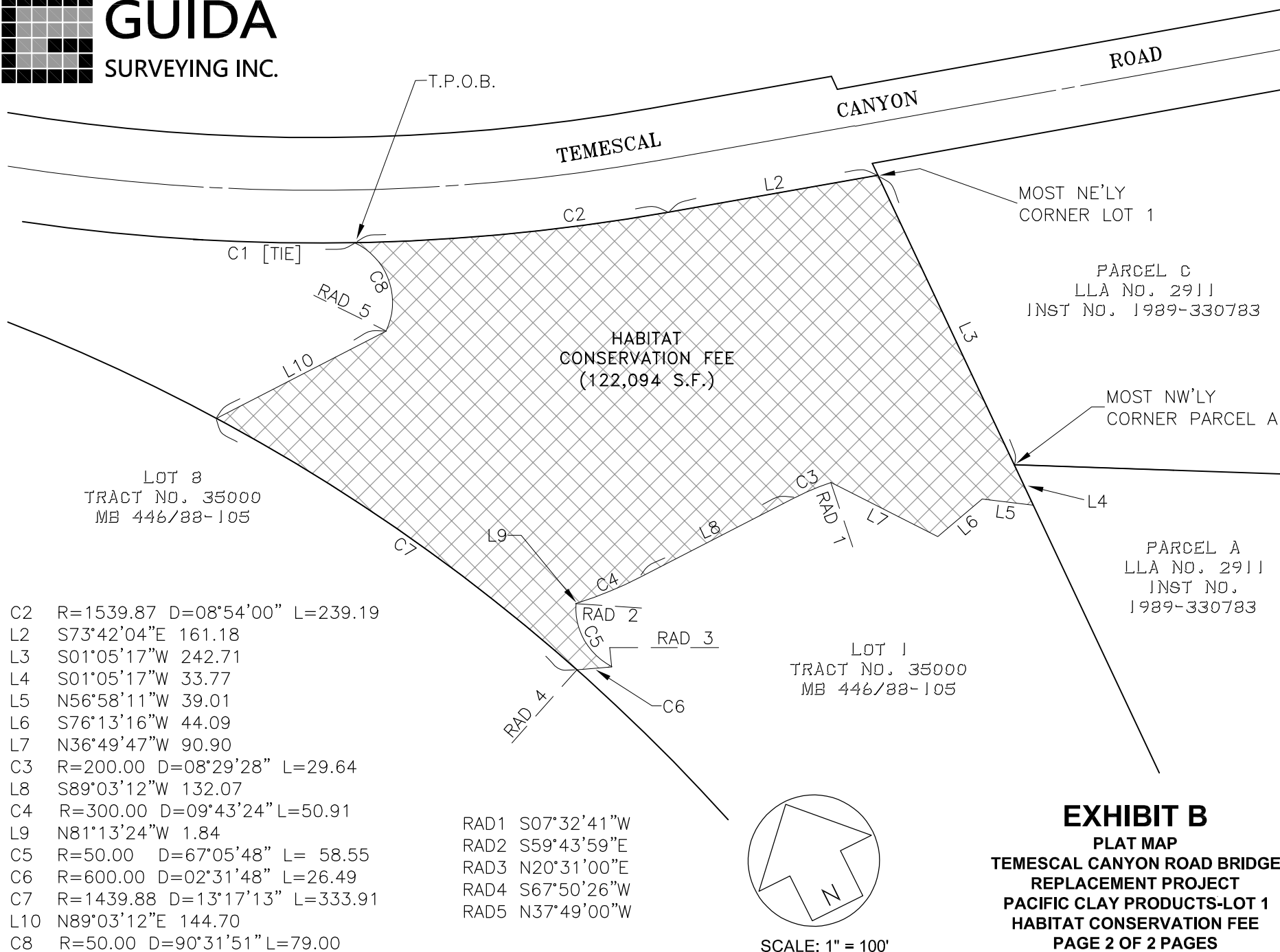
EXHIBIT B

PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 1
HABITAT CONSERVATION FEE
PAGE 1 OF 2 PAGES



GUIDA

SURVEYING INC.



C2 R=1539.87 D=08°54'00" L=239.19
L2 S73°42'04"E 161.18
L3 S01°05'17"W 242.71
L4 S01°05'17"W 33.77
L5 N56°58'11"W 39.01
L6 S76°13'16"W 44.09
L7 N36°49'47"W 90.90
C3 R=200.00 D=08°29'28" L=29.64
L8 S89°03'12"W 132.07
C4 R=300.00 D=09°43'24" L=50.91
L9 N81°13'24"W 1.84
C5 R=50.00 D=67°05'48" L= 58.55
C6 R=600.00 D=02°31'48" L=26.49
C7 R=1439.88 D=13°17'13" L=333.91
L10 N89°03'12"E 144.70
C8 R=50.00 D=90°31'51" L=79.00

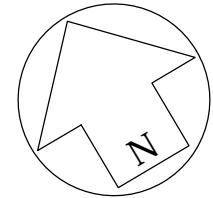
RAD1 S07°32'41"W
RAD2 S59°43'59"E
RAD3 N20°31'00"E
RAD4 S67°50'26"W
RAD5 N37°49'00"W

EXHIBIT B
PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 1
HABITAT CONSERVATION FEE
PAGE 2 OF 2 PAGES

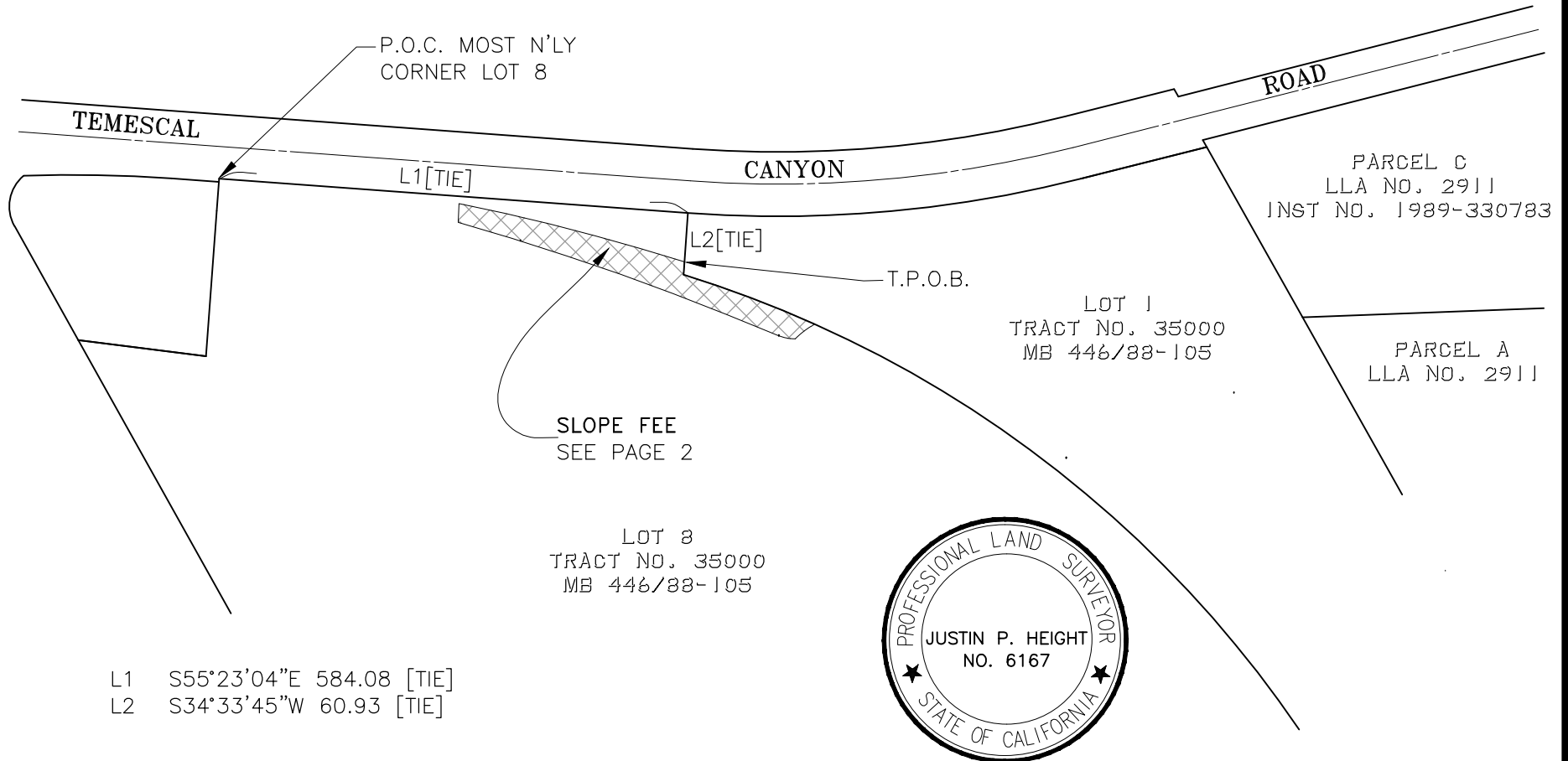
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SCALE: 1" = 200'



L1 S55°23'04"E 584.08 [TIE]
L2 S34°33'45"W 60.93 [TIE]



LOT 3
TRACT NO. 35000
MB 446/88-105

LOT 1
TRACT NO. 35000
MB 446/88-105

PARCEL C
LLA NO. 2911
INST NO. 1989-330783

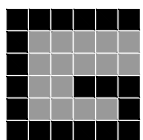
PARCEL A
LLA NO. 2911

SLOPE FEE
SEE PAGE 2

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THE PROFESSIONAL LAND SURVEYORS ACT.

06-XX-2021

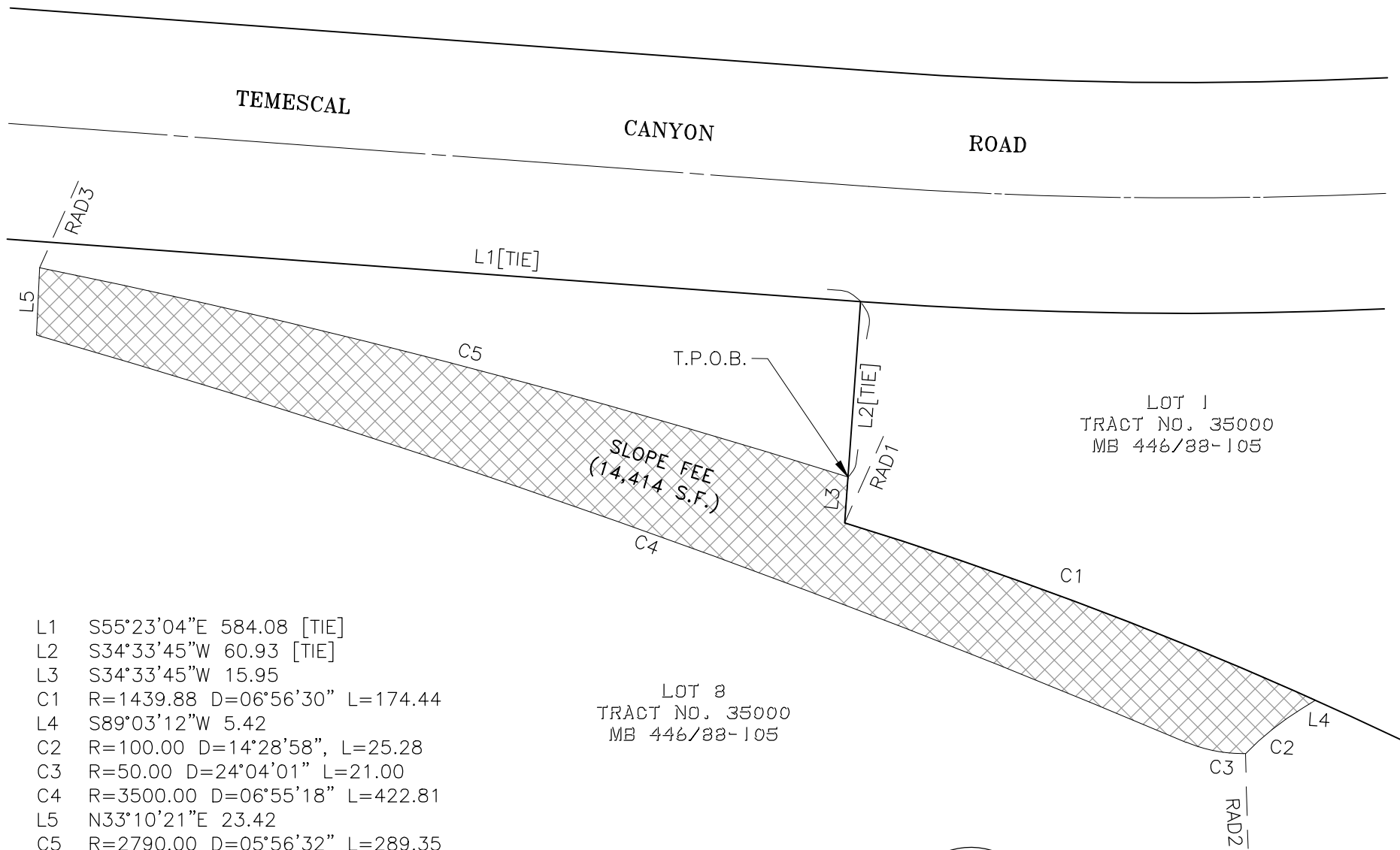
JUSTIN P. HEIGHT, PLS 6167 DATE



GUIDA
SURVEYING INC.

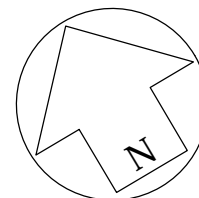
Job No. 0618-00015 0618-00015 Plats.dwg

EXHIBIT B
PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 8
SLOPE FEE
PAGE 1 OF 2 PAGES



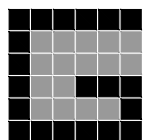
L1 S55°23'04"E 584.08 [TIE]
 L2 S34°33'45"W 60.93 [TIE]
 L3 S34°33'45"W 15.95
 C1 R=1439.88 D=06°56'30" L=174.44
 L4 S89°03'12"W 5.42
 C2 R=100.00 D=14°28'58" L=25.28
 C3 R=50.00 D=24°04'01" L=21.00
 C4 R=3500.00 D=06°55'18" L=422.81
 L5 N33°10'21"E 23.42
 C5 R=2790.00 D=05°56'32" L=289.35

RAD1 S47°36'43"W
 RAD2 N29°20'06"E
 RAD3 S41°58'54"W



SCALE: 1" = 50'

EXHIBIT B
 PLAT MAP
 TEMESCAL CANYON ROAD BRIDGE
 REPLACEMENT PROJECT
 PACIFIC CLAY PRODUCTS-LOT 8
 SLOPE FEE
 PAGE 2 OF 2 PAGES



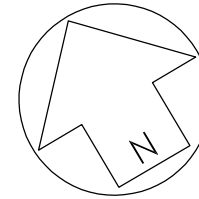
GUIDA
 SURVEYING INC.

Job No. 0618-00015 0618-00015 Plats.dwg

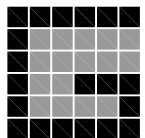
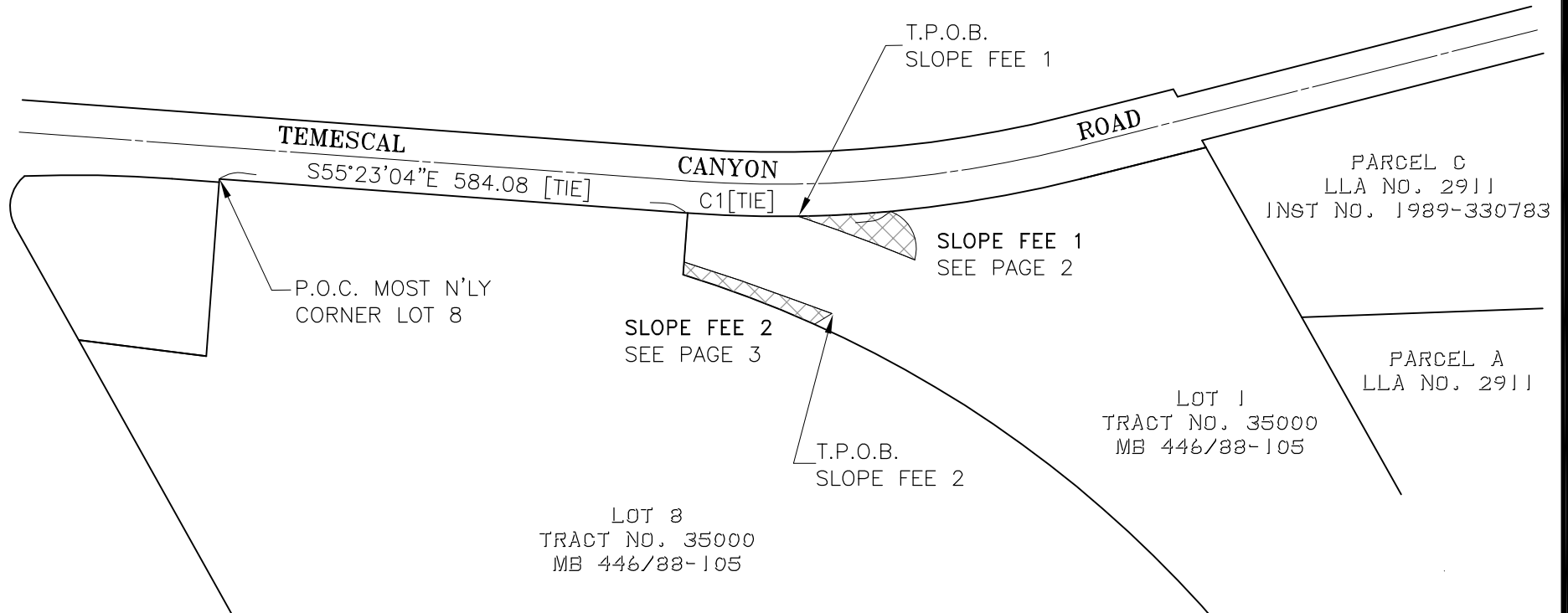
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SCALE: 1" = 200'



GUIDA
SURVEYING INC.

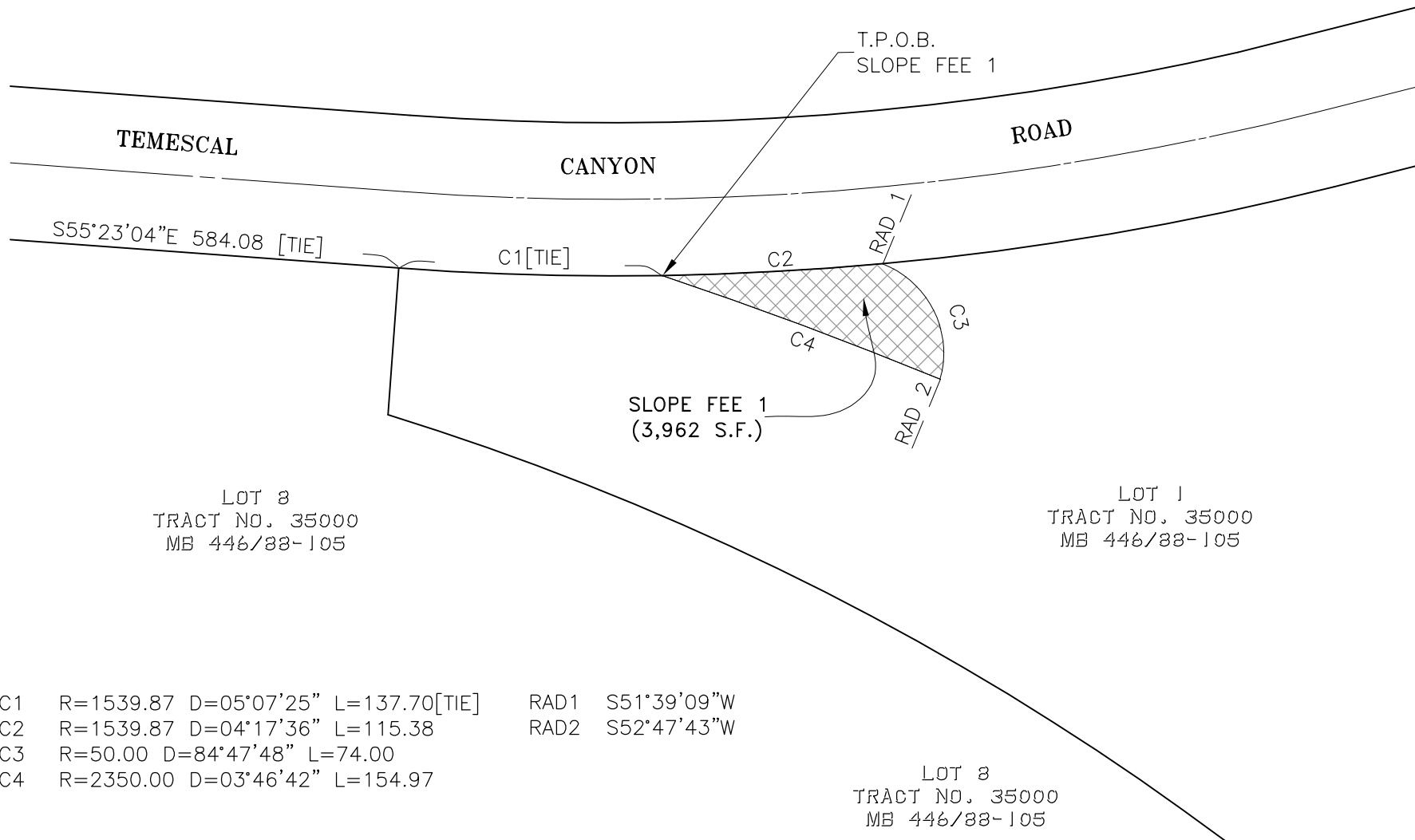
Job No. 0618-00015 0618-00015 Plats.dwg

THIS PLAT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

[Signature]
JUSTIN P. HEIGHT, PLS 6167 06-XX-2021
DATE

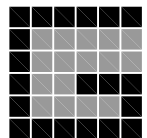
EXHIBIT B

PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 1
SLOPE FEE
PAGE 1 OF 3 PAGES



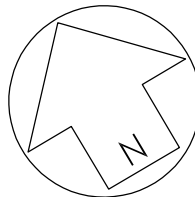
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 C2 R=1539.87 D=04°17'36" L=115.38
 C3 R=50.00 D=84°47'48" L=74.00
 C4 R=2350.00 D=03°46'42" L=154.97

RAD1 S51°39'09"W
 RAD2 S52°47'43"W



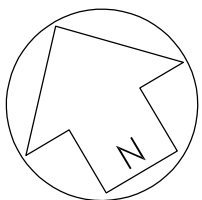
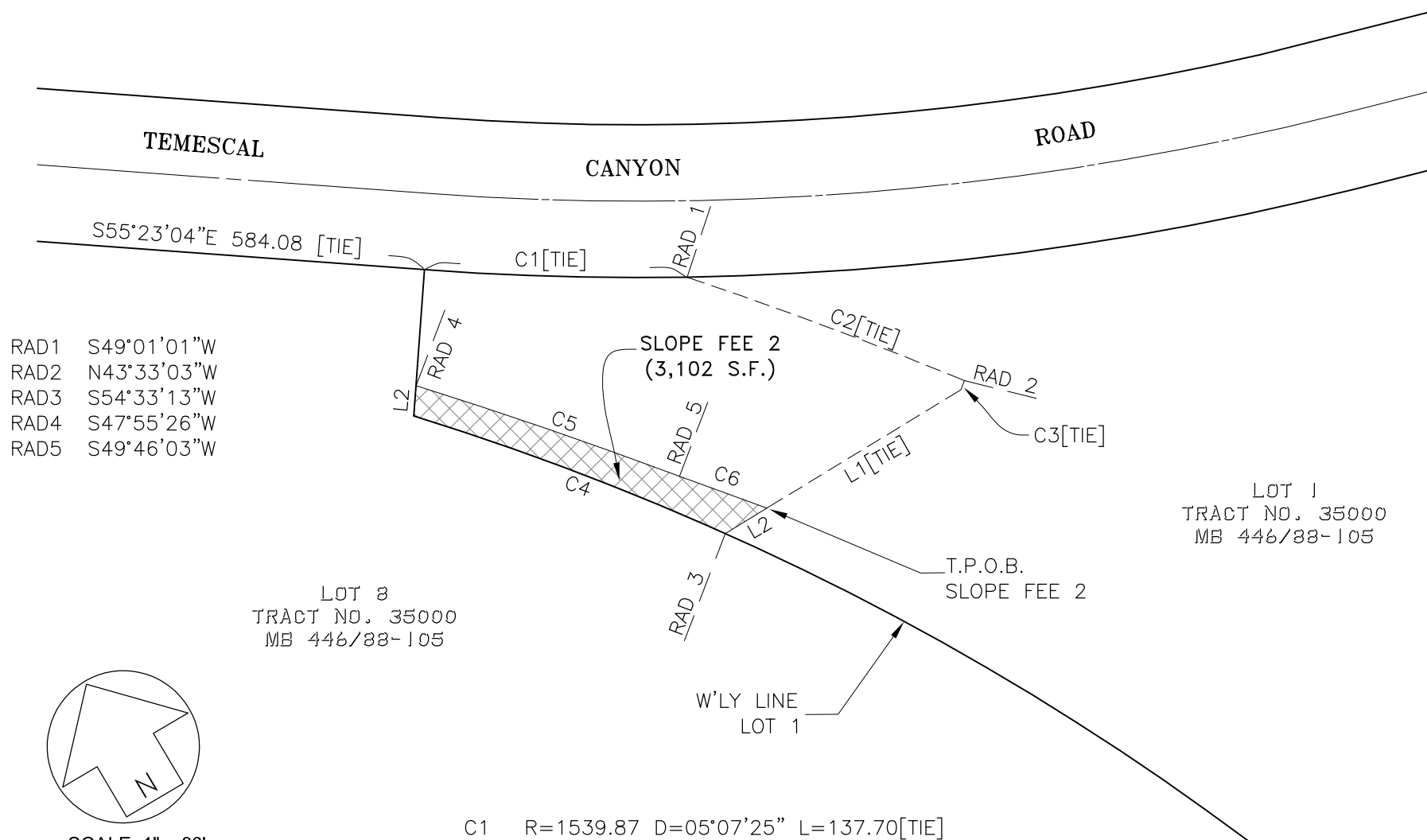
GUIDA
 SURVEYING INC.

Job No. 0618-00015 0618-00015 Plats.dwg

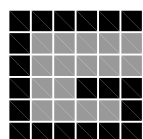


SCALE: 1" = 80'

EXHIBIT B
 PLAT MAP
 TEMESCAL CANYON ROAD BRIDGE
 REPLACEMENT PROJECT
 PACIFIC CLAY PRODUCTS-LOT 1
 SLOPE FEE
 PAGE 2 OF 3 PAGES



SCALE: 1" = 80'



GUIDA
SURVEYING INC.

Job No. 0618-00015 0618-00015 Plats.dwg

C1 R=1539.87 D=05°07'25" L=137.70[TIE]
 C2 R=2350.00 D=03°46'42" L=154.97[TIE]
 C3 R=50.00 D=05°44'03" L=5.00[TIE]
 L1 S89°03'12"W 119.18[TIE]
 L2 S89°03'12"W 25.52
 C4 R=1439.88 D=06°56'30" L=174.44
 L2 N34°33'35"E 15.95
 C5 R=2790.00 D=02°59'50" L=145.95
 C6 R=2250.00 D=01°14'25" L=48.71

EXHIBIT B

PLAT MAP
 TEMESCAL CANYON ROAD BRIDGE
 REPLACEMENT PROJECT
 PACIFIC CLAY PRODUCTS-LOT 1
 SLOPE FEE
 PAGE 3 OF 3 PAGES

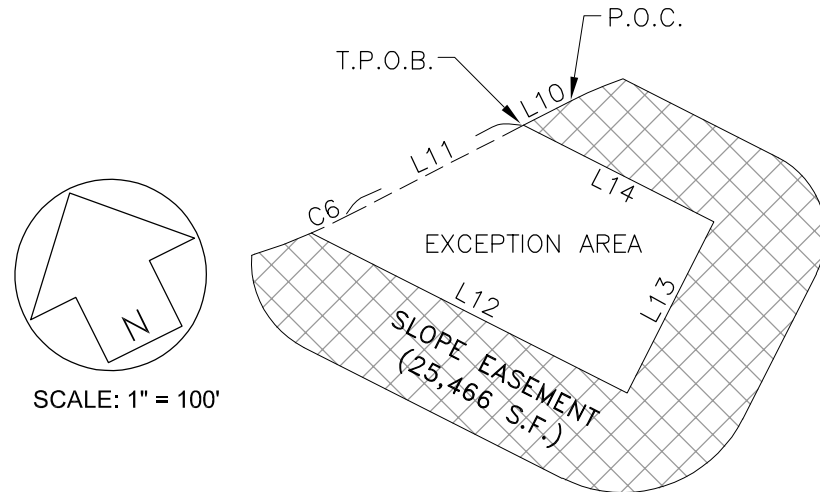
COURSE TABLE — EXTERIOR OF SLOPE EASEMENT

L1 S01°05'17"W 242.71 [TIE]
 L2 S01°05'17"W 33.77 [TIE]
 L3 N56°58'11"W 39.01 [TIE]
 L4 S76°13'16"W 44.09 [TIE]
 L5 N36°49'47"W 90.90
 C1 R=200.00 D=08°29'28" L=29.64
 L6 S89°03'12"W 132.07
 C2 R=300.00 D=09°43'24" L=50.91
 L7 N81°13'24"W 1.84
 C3 R=50.00 D=67°05'48" L= 58.55
 L8 S36°49'47"E 150.85
 C4 R=70.00 D= 90°00'00" L=109.96
 L9 N53°10'13"E 85.00
 C5 R=45.00 D=90°00'00" L=70.69

RAD1 S07°32'41"W
 RAD2 S59°43'59"E

COURSE TABLE — EXCEPTION AREA

L10 S89°03'12"W 27.60 [TIE]
 L11 S89°03'12"W 104.48
 C6 R=300.00 D=03°42'30" L=19.42
 L12 S36°49'47"E 184.28
 L13 N53°10'13"E 100.00
 L14 N36°49'47"W 111.16



DETAIL OF EXCEPTION AREA
 SEE EASEMENT ON PAGE 2

NOTES

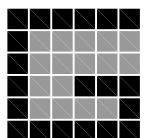
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06-XX-2021
 JUSTIN P. HEIGHT, PLS 6167 DATE

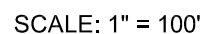


GUIDA
 SURVEYING INC.

Job No. 0618-00015 0618-00015 Plats.dwg

EXHIBIT B

PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 1
SLOPE EASEMENT
PAGE 1 OF 2 PAGES



LOT 1
TRACT NO. 35000
ME 446/88-105

LOT 8
TRACT NO. 35000
MB 446/88-105

P.O.C MOST NE'LY
CORNER LOT 1

PARCEL C
LLA NO. 2911
INST NO. 1989-330783

 MOST NW'LY
CORNER PARCEL A

PARCEL A
LLA NO. 2911
INST NO.
1989-330783

EXCEPTION AREA
SEE DETAIL ON
PAGE 1

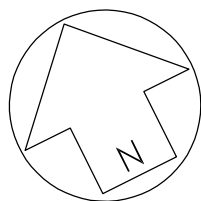
**SLOPE EASEMENT
(25.466 S.F.)**

**PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 1
SLOPE EASEMENT
PAGE 2 OF 2 PAGES**



L1 S01°05'17"W 242.71 [TIE]
 L2 S01°05'17"W 33.77 [TIE]
 L3 N56°58'11"W 39.01 [TIE]
 L4 S76°13'16"W 44.09 [TIE]
 L5 N36°49'47"W 90.90 [TIE]
 C1 R=200.00 D=08°29'29" L=29.64 [TIE]
 L6 S89°03'12"W 27.60 [TIE]
 L7 S89°03'12"W 104.48
 C6 R=300.00 D=03°42'30" L=19.42
 L8 S36°49'47"E 184.28
 L9 N53°10'13"E 100.00
 L10 N36°49'47"W 111.16

RAD1 S07°32'41"W

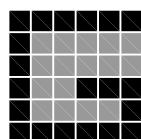


SCALE: 1" = 100'

NOTES

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GUIDA
 SURVEYING INC.

Job No. 0618-00015 0618-00015 Plats.dwg

LOT 1
 TRACT NO. 35000
 MB 446/88-105

LOT 8
 TRACT NO. 35000
 MB 446/88-105

TEMESCAL

CANYON

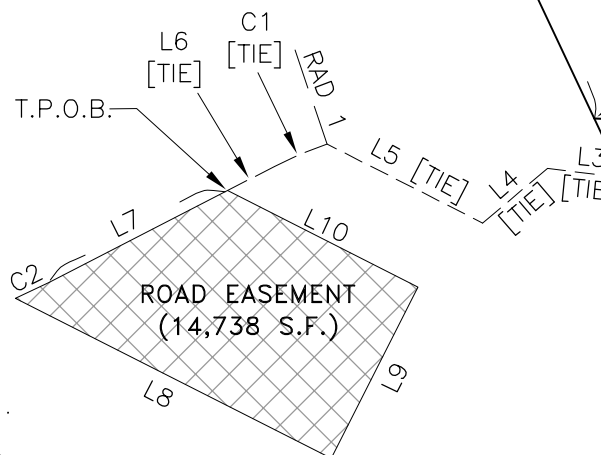
ROAD

P.O.C MOST NE'LY
 CORNER LOT 1

PARCEL C
 LLA NO. 2911
 INST NO. 1989-330783

MOST NW'LY
 CORNER PARCEL A

PARCEL A
 LLA NO. 2911
 INST NO.
 1989-330783



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06-XX-2021

JUSTIN P. HEIGHT, PLS 6167 DATE

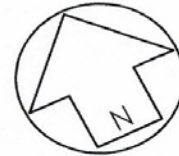
EXHIBIT B

PLAT MAP
 TEMESCAL CANYON ROAD BRIDGE
 REPLACEMENT PROJECT
 PACIFIC CLAY PRODUCTS-LOT 1
 ROAD EASEMENT
 PAGE 1 OF PAGES

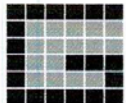
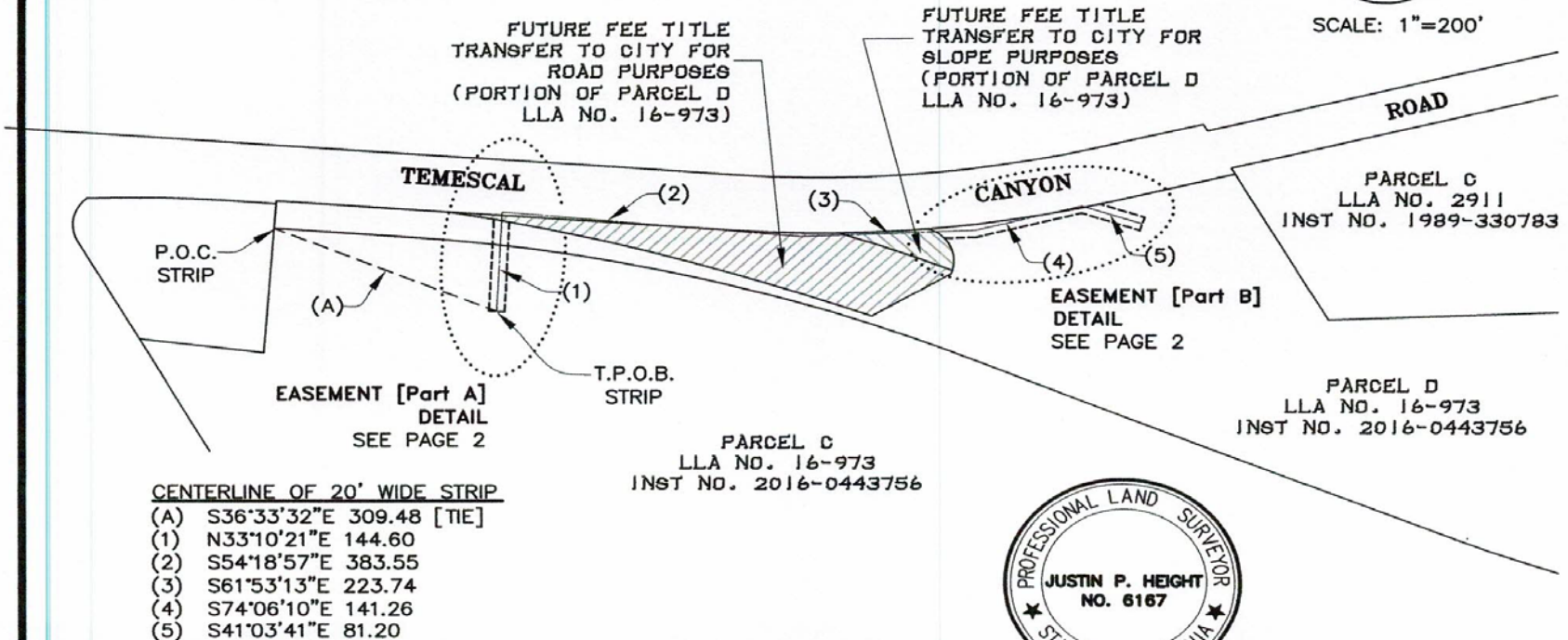
NOTES

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SCALE: 1"=200'



GUIDA SURVEYING INC.

424 E. VANDERBILT WAY, SUITE B
SAN BERNARDINO, CALIFORNIA 92408
TOLL FREE 1.855.90GUIDA
WWW.GUIDAINC.COM

Job No. 0618-00015 EVMWD Plats.dwg

THIS PLAT HAS BEEN PREPARED BY ME, OR
UNDER MY DIRECTION, IN CONFORMANCE WITH
THE PROFESSIONAL LAND SURVEYORS ACT.

JUSTIN P. HEIGHT, PLS 6167

3-21-2020

DATE

EXHIBIT B

PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS
EVMWD EASEMENT
PAGE 1 OF 2 PAGES

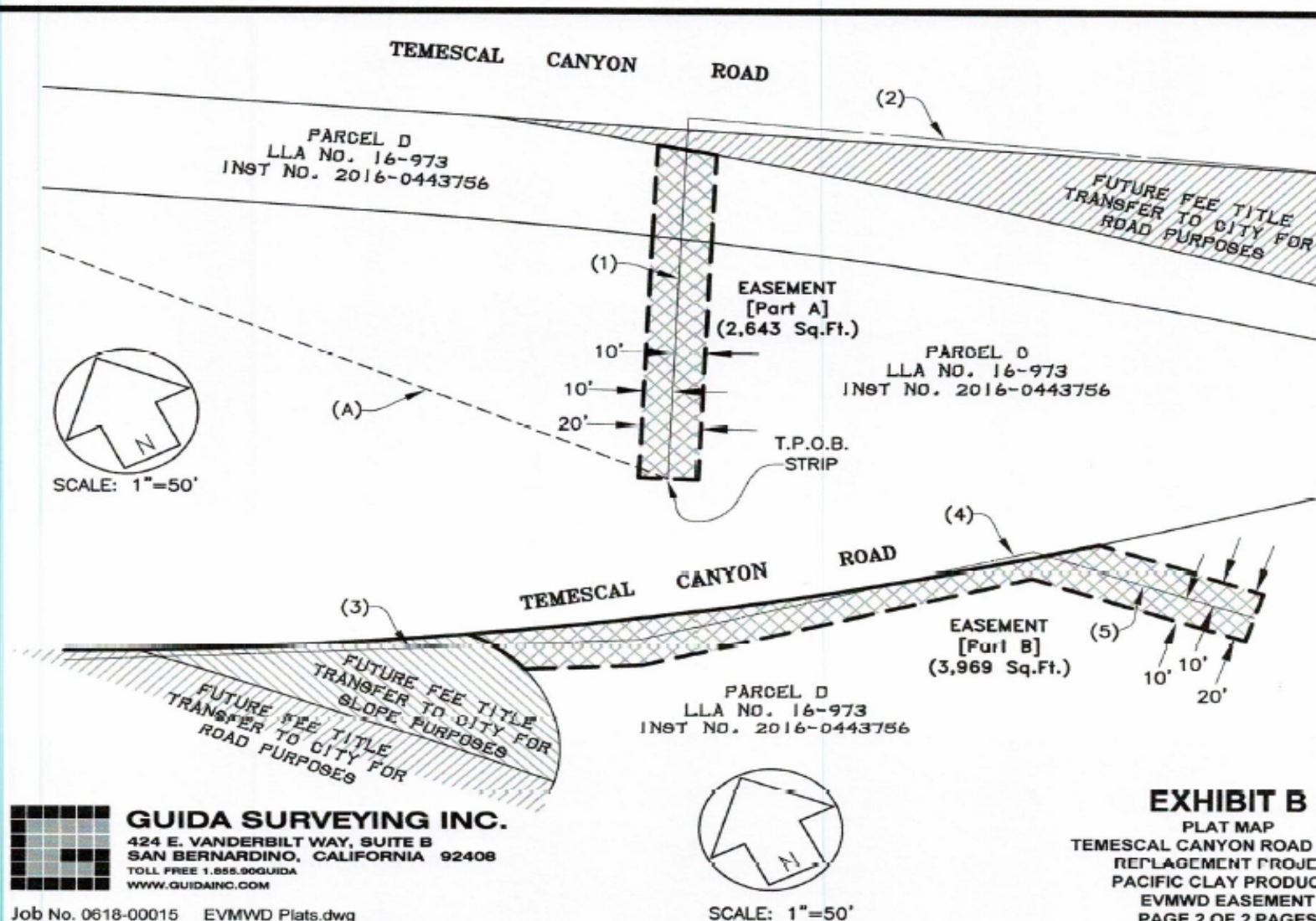


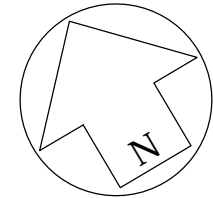
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PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS
EVMWD EASEMENT
PAGE 2 OF 2 PAGES

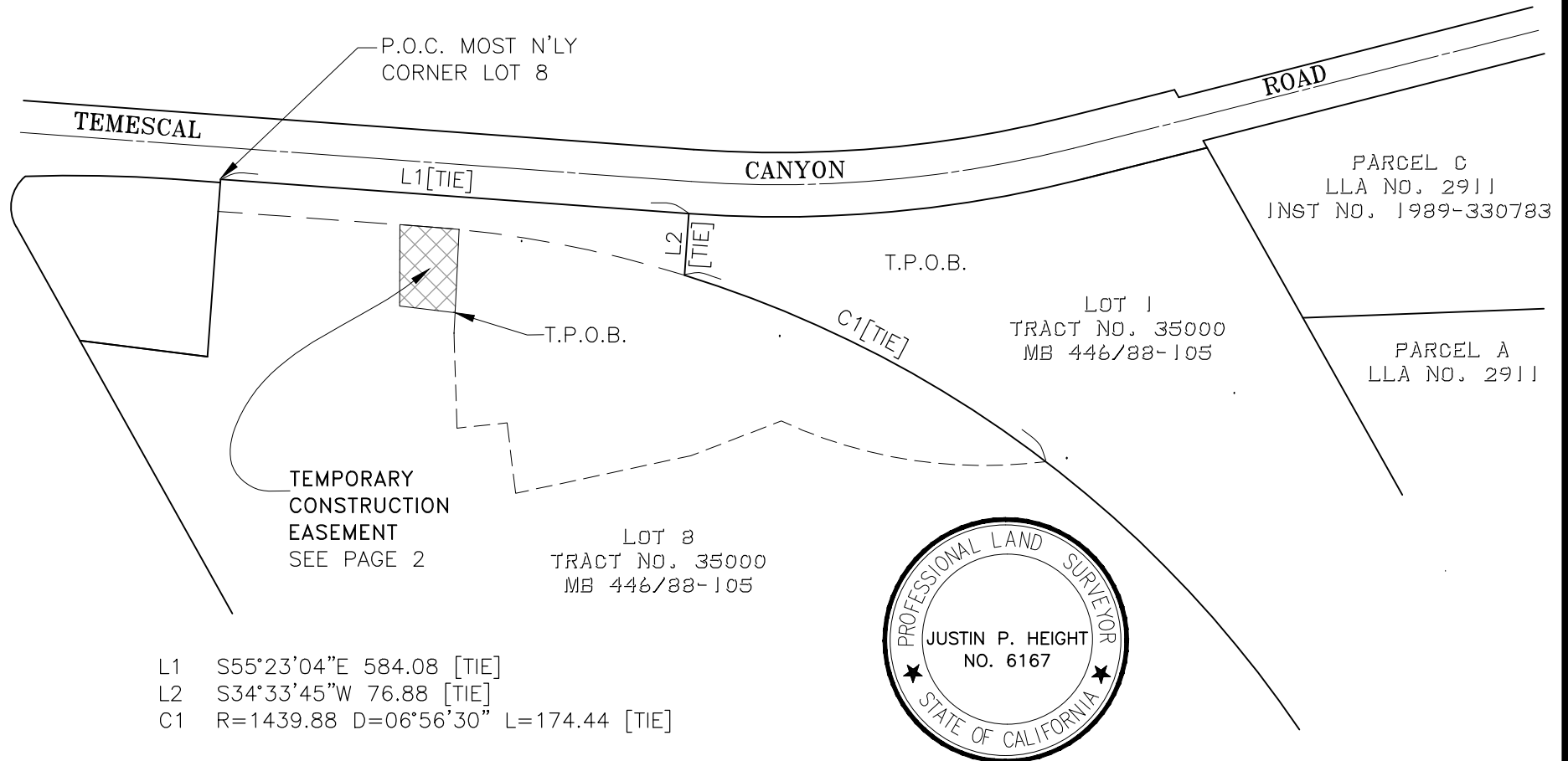
NOTES

PLAT MAP IS BASED ON THE INFORMATION AND LAND REFERENCES SHOWN ON THE MAP FILED IN BOOK XXX, PAGES XX THROUGH XX OF RECORD OF SURVEYS.

BEARINGS AND DISTANCES ARE REFERENCED TO THE CALIFORNIA COORDINATE SYSTEM, ZONE 6 GRID, NAD83(2011) CSRS EPOCH 2017.50. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY GRID DISTANCES BY 1.000081537.



SCALE: 1" = 200'

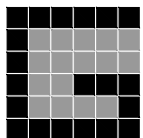


L1 S55°23'04"E 584.08 [TIE]
L2 S34°33'45"W 76.88 [TIE]
C1 R=1439.88 D=06°56'30" L=174.44 [TIE]



EXHIBIT B

PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 8
TEMPORARY CONSTRUCTION EASEMENT
PAGE 1 OF 2 PAGES

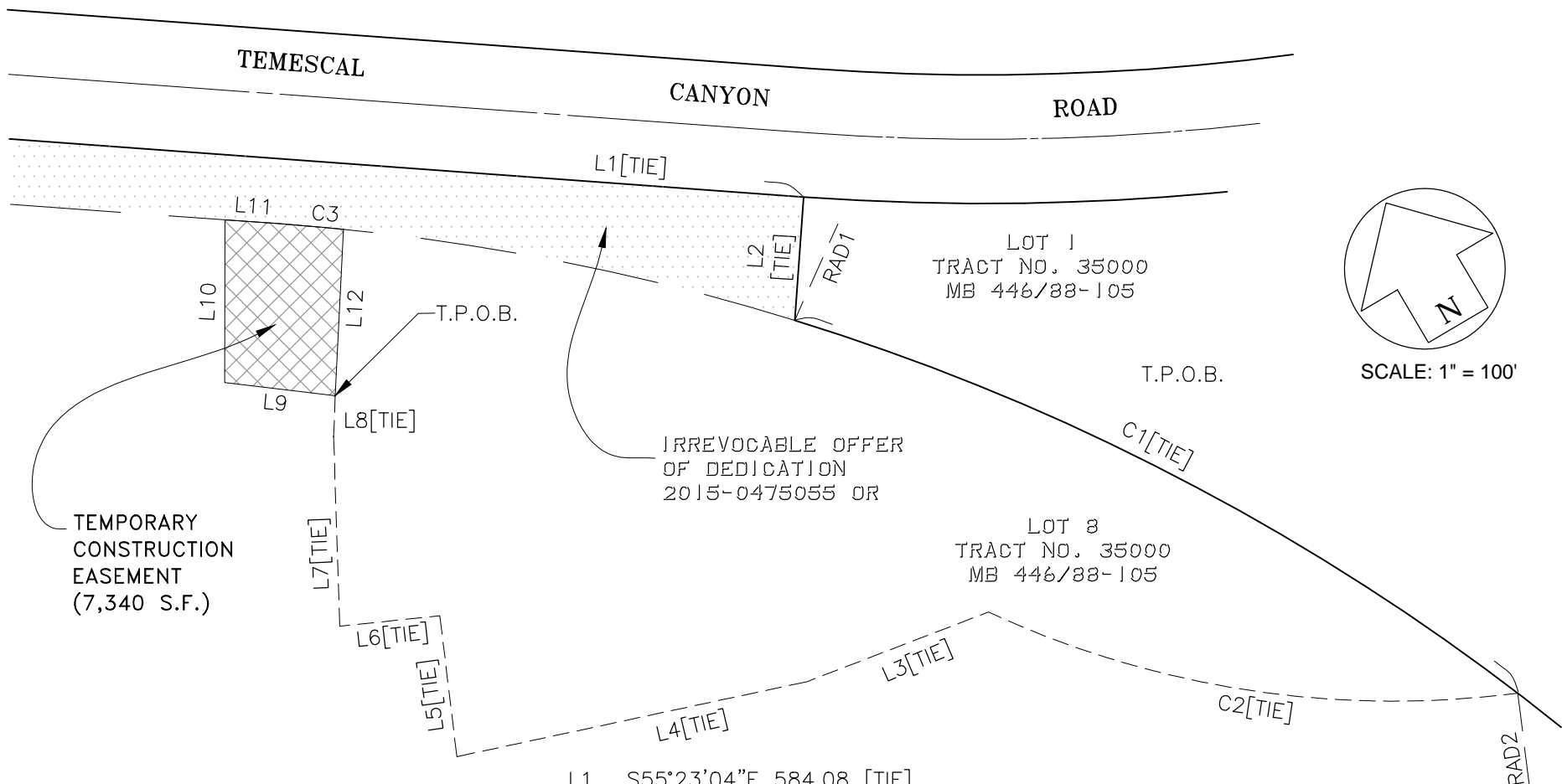


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Job No. 0618-00015 0618-00015 Plats.dwg

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06-XX-2021
JUSTIN P. HEIGHT, PLS 6167 DATE

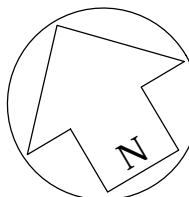


TEMPORARY
CONSTRUCTION
EASEMENT
(7,340 S.F.)

IRREVOCABLE OFFER
OF DEDICATION
2015-0475055 OR

LOT 1
TRACT NO. 35000
MB 446/88-105

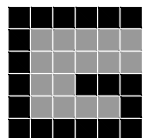
LOT 8
TRACT NO. 35000
MB 446/88-105



SCALE: 1" = 100'

RAD1 S47°36'43"W
RAD2 N23°02'48"E

L1 S55°23'04"E 584.08 [TIE]
L2 S34°33'45"E 60.93 [TIE]
C1 R=1439.88 D=20°13'43" L=508.36 [TIE]
C2 R=600.00 D=3212'31" L=337.29 [TIE]
L3 N80°33'53"W 120.68 [TIE]
L4 N71°40'21"W 222.64 [TIE]
L5 N23°33'42"E 88.29 [TIE]
L6 N65°37'03"W 62.63 [TIE]
L7 N28°37'00"E 117.85 [TIE]
L8 N33°10'21"E 25.87 [TIE]
L9 N52°41'48"W 69.52
L10 N30°36'51"E 101.25
L11 S55°23'04"E 33.83
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L12 S33°10'21"W 103.74



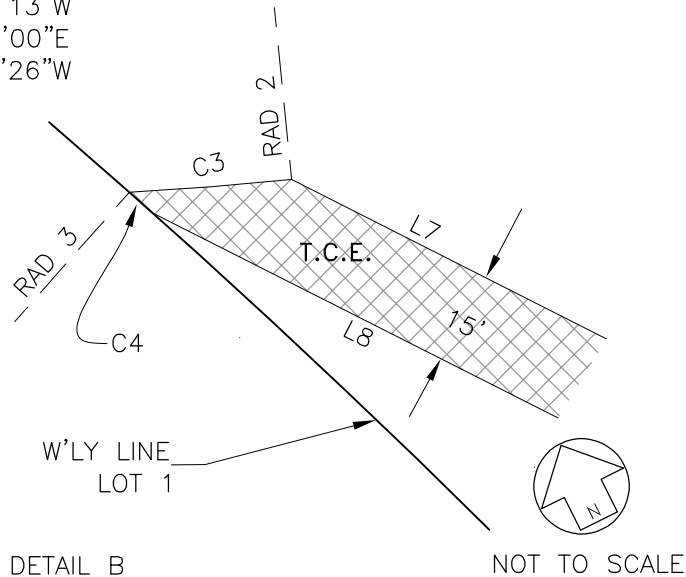
GUIDA
SURVEYING INC.

Job No. 0618-00015 0618-00015 Plats.dwg

EXHIBIT B
PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 8
TEMPORARY CONSTRUCTION EASEMENT
PAGE 2 OF 2 PAGES

L1 S01°05'17"W 242.71 [TIE]
 L2 S01°05'17"W 33.77 [TIE]
 L3 N56°58'11"W 29.46 [TIE]
 L4 N56°58'11"W 9.55
 L5 S76°13'16"W 44.09
 C1 R=45.00 D=90°00'00" L=70.69
 L6 S53°10'13"W 85.00
 C2 R=70.00 D=90°00'00" L=109.96
 L7 N36°49'47"W 150.85
 C3 R=600.00 D=02°31'48" L=26.49
 C4 R=1439.88 D=00°11'16" L=4.72
 L8 S36°49'47"E 168.90
 C5 R=85.00 D=90°00'00" L=133.52
 L9 N53°10'13"E 147.56
 L10 N01°05'17"E 42.80

RAD1 S53°10'13"W
 RAD2 N20°31'00"E
 RAD3 S67°50'26"W



NOTES

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 TO OBTAIN GROUND LEVEL DISTANCES,
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 1.000081537.

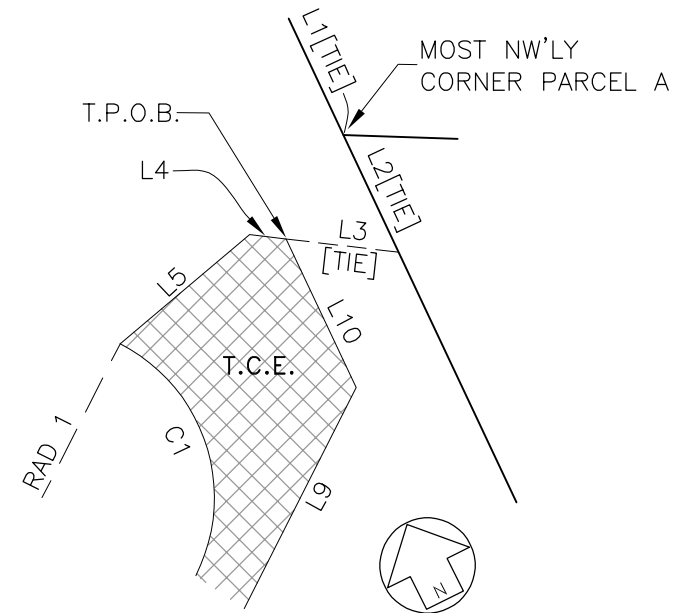


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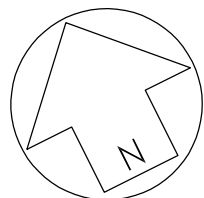
PLAT MAP
 TEMESCAL CANYON ROAD BRIDGE
 REPLACEMENT PROJECT
 PACIFIC CLAY PRODUCTS-LOT 1
 TEMPORARY CONSTRUCTION EASEMENT
 PAGE 1 OF 2 PAGES



Job No. 0618-00015 0618-00015 Plats.dwg

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 THE PROFESSIONAL LAND SURVEYORS ACT.

JUSTIN P. HEIGHT, PLS 6167 06-XX-2021
 DATE



SCALE: 1" = 100'

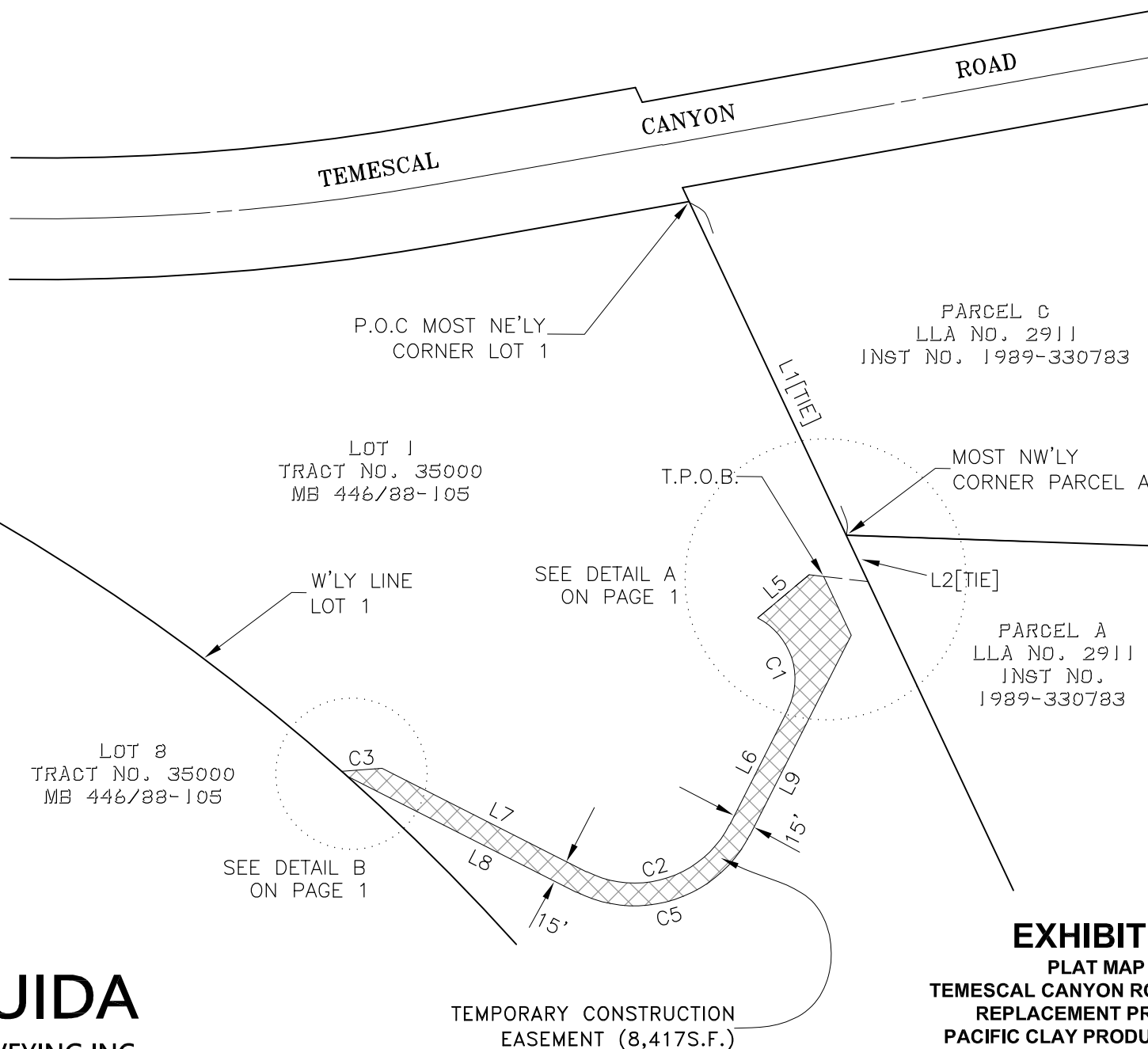
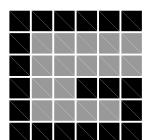


EXHIBIT B

PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 1
TEMPORARY CONSTRUCTION EASEMENT
PAGE 2 OF 2 PAGES



GUIDA
SURVEYING INC.

Job No. 0618-00015 0618-00015 Plats.dwg

**EXHIBIT "D" TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

Form of Deeds

(See Attached Deeds)

RECORDING REQUESTED BY

WHEN RECORDED RETURN TO:

City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530
Attn: City Clerk

Exempt from Recording Fee
Pursuant to Government Code Section 6103

Exempt from Documentary Tax
Pursuant to R&T Code 11922

Above Space for Recorder's Use

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

Alberhill Holdings, LLC, a California limited liability company ("GRANTOR")

Hereby grants to:

City of Lake Elsinore, a Municipal Corporation ("GRANTEE")

Grantor does hereby Grant and Convey to Grantee all rights, title, and interest in the Property located in the City of Lake Elsinore, County of Riverside, State of California described on Exhibit "A" and shown on Exhibit "B" attached hereto and by reference made a part hereof;

RESERVING TO GRANTOR FROM THE LANDS HEREBY GRANTED (the "Servient Tenement"), a permanent and perpetual easement appurtenant in and to said Servient Tenement (the "Easement"), which Easement shall benefit and be appurtenant to Grantor's lands described on Exhibit "C" and shown on Exhibit "D" attached hereto and by reference made a part hereof (the "Dominant Tenement"), for flowage, drainage, flooding and discharge of surface and subsurface waters from the Dominant Tenement, in, on, to, over, under, across and through the Servient Tenement, in substantial conformity with and in quantities contemplated by that certain Preliminary Hydrologic Analysis for the Alberhill Villages Specific Plan dated April 2015 prepared by KWC Engineers and evaluated in that certain Final Environmental Impact Report (Sch No. 2012061046) for the Alberhill Villages Specific Plan Number 2010-02 certified on July 28, 2016 and in that certain Addendum to the Final Environmental Impact Report prepared for the Amended and Restated Alberhill Villages Specific Plan adopted by the City Council of the City of Lake Elsinore, California on February 28, 2017. The Easement hereby reserved shall run with the land as to both the Dominant Tenement and the Servient Tenement and all portions thereof, shall benefit the Dominant Tenement and each successive owner thereof during such owner's ownership and upon each person having any interest therein derived through any owner thereof, and shall burden and be binding upon the Servient Tenement and each successive owner thereof during such owner's ownership and upon each person having any interest therein derived through any owner thereof.

FURTHER RESERVING TO GRANTOR FROM THE LANDS HEREBY GRANTED, abutter's rights for ingress, egress, access and utilities to and from Temescal Canyon Road.

IN WITNESS WHEREOF, the Grantor hereto has caused this Grant Deed to be executed as of this _____ day of _____, 20__.

Alberhill Holdings, LLC, a California limited liability company

BY: Lansing Industries, Inc., a California corporation

ITS: Manager

BY: _____

NAME: GREGORY P. LANSING

TITLE: PRESIDENT

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 1
Road Fee
Page 1 of 2 Pages

That portion of Lot 1 of Tract No. 35000, in the City of Lake Elsinore, County of Riverside, State of California, as shown on the map filed in Book 446, Pages 88 through 105 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at the most northerly corner of Lot 8 as shown on said Tract No. 35000, being the northwesterly terminus of that certain course having a bearing and distance of N 55°23'04" W 584.08 feet(M) as shown on Detail H, Sheet 6 of the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County;

Thence, along the northeasterly line of Lot 8, being also the southwesterly line of Temescal Canyon Road, S 55°23'04" E, a distance of 584.08 feet to the most northerly corner of said Lot 1, being the beginning of a tangent curve to the left, concave northeasterly, and having a radius of 1539.87 feet, being also the True Point of Beginning;

Thence 1st, continuing along said southwesterly line of Temescal Canyon Road, and along said curve through a central angle of 05°07'25", an arc distance of 137.70 feet to the beginning of a non-tangent curve, concave southwesterly, the radial center of which bears S 49°01'01" W, a distance of 2350.00 feet;

Thence 2nd, leaving said southwesterly line, and along said curve, through a central angle of 03°46'42", an arc distance of 154.97 feet to the beginning of non-tangent curve, concave northwesterly, the radial center of which bears N 43°33'03" W, a distance of 50.00 feet;

Thence 3rd, along said curve, through a central angle of 05°44'03", an arc distance of 5.00 feet;

Thence 4th, S 89°03'12" W, a distance of 119.18 feet to the beginning of a non-tangent curve, concave southwesterly, the radial center of which bears S 51°00'28" W, a distance of 2250.00 feet;

Thence 5th, along said curve, through a central angle of 01°14'25", an arc distance of 48.71 feet to the beginning of a non-tangent curve to the left, concave southwesterly, the radial center of which bears S 50°55'16" W, a distance of 2790.00 feet;

Thence 6th, along said curve, through a central angle of 02°59'50", an arc distance of 145.95 feet to a point on the westerly line of said Lot 1;

Thence 7th, along said westerly line, N 34°33'45"E, a distance of 60.93 feet to the True Point of Beginning.

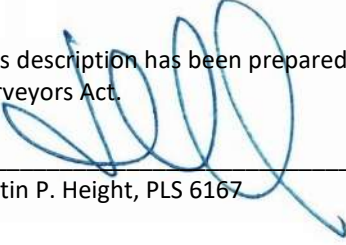
Containing 21,639 square feet, more or less.

Notes

- The above legal description is based on the dimensions, information, and land references shown on the map filed in Book xxx, Pages xx through xx of Record of Surveys.
- Bearings and distances are referenced to the California Coordinate System, Zone 6 grid, NAD83(2011) CSRS Epoch 2017.50. To obtain ground level distances, multiply grid distances by 1.000081537.

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 1
Road Fee
Page 2 of 2 Pages

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Justin P. Height, PLS 6167

06-XX-2021

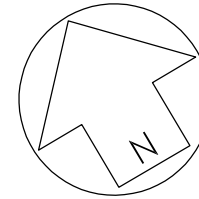
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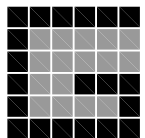
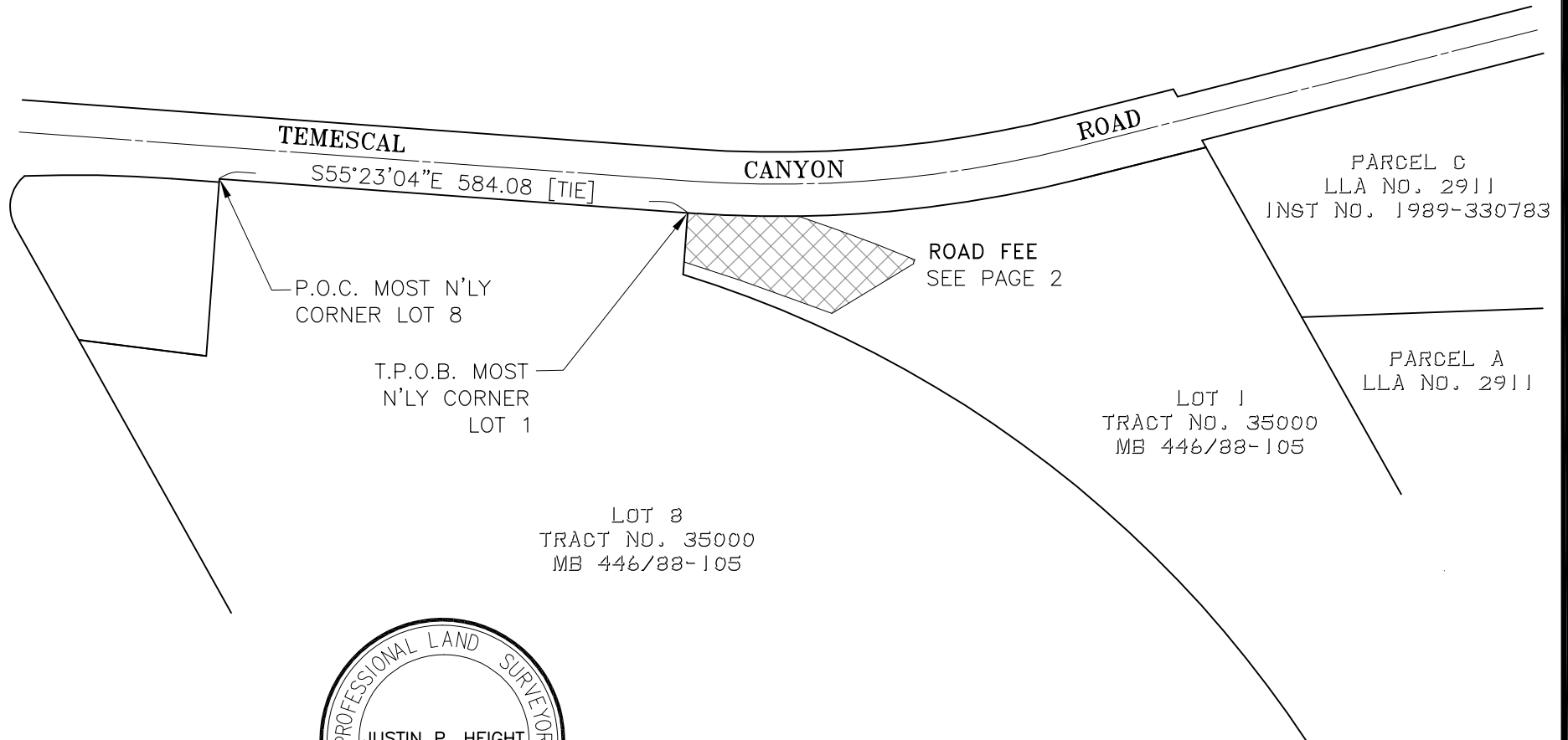
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SCALE: 1" = 200'



GUIDA
SURVEYING INC.

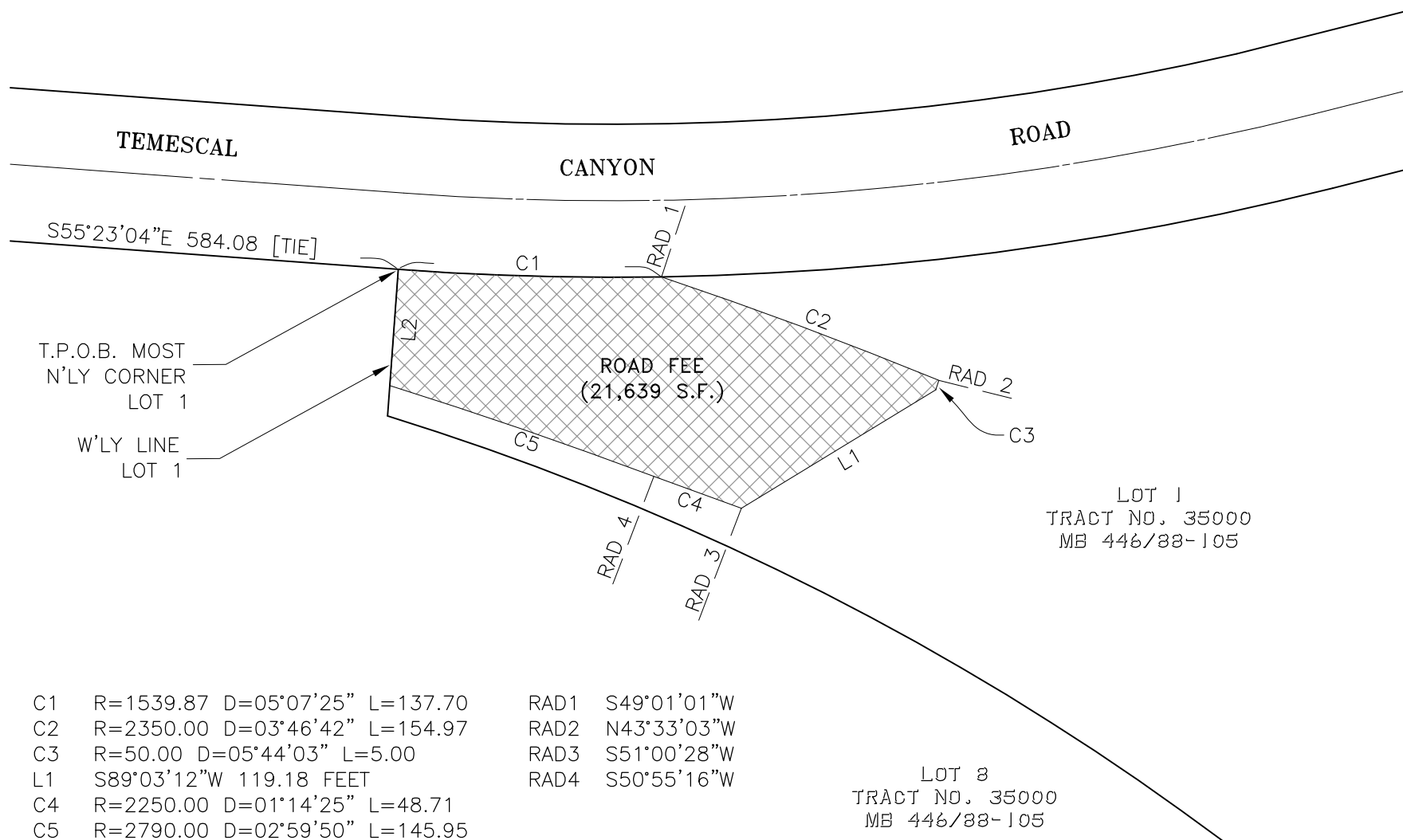
Job No. 0618-00015 0618-00015 Plats.dwg

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06-XX-2021
JUSTIN P. HEIGHT, PLS 6167 DATE

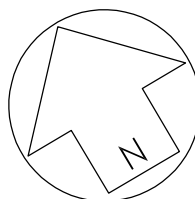
EXHIBIT B

PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 1
ROAD FEE
PAGE 1 OF 2 PAGES

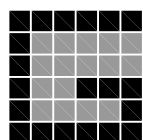


C1	R=1539.87 D=05°07'25" L=137.70
C2	R=2350.00 D=03°46'42" L=154.97
C3	R=50.00 D=05°44'03" L=5.00
L1	S89°03'12"W 119.18 FEET
C4	R=2250.00 D=01°14'25" L=48.71
C5	R=2790.00 D=02°59'50" L=145.95
L2	N34°33'45"E 60.93

RAD1	S49°01'01"W
RAD2	N43°33'03"W
RAD3	S51°00'28"W
RAD4	S50°55'16"W



SCALE: 1" = 80'



GUIDA
SURVEYING INC.

Job No. 0618-00015 0618-00015 Plats.dwg

EXHIBIT B
PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 1
ROAD FEE
PAGE 2 OF 2 PAGES

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 8
Slope Fee
Page 1 of 2 Pages

That portion of Lot 8 of Tract No. 35000, in the City of Lake Elsinore, County of Riverside, State of California, as shown on the map filed in Book 446, Pages 88 through 105 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at the most northerly corner of said Lot 8, being the northwesterly terminus of that certain course having a bearing and distance of N 55°23'04" W 584.08 feet(M) as shown on Detail H, Sheet 6 of the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County;

Thence, along the northeasterly line of Lot 8, being also the southwesterly line of Temescal Canyon Road, S 55°23'04" E, a distance of 584.08 feet to an angle point in said northeasterly line of Lot 8;

Thence, continuing along said northeasterly line, S 34°33'45" W, a distance of 60.93 feet to the True Point of Beginning;

Thence 1st, continuing along said northeasterly line, S 34°33'45" W, a distance of 15.95 feet to an angle point in said northeasterly line, being also the beginning of a non-tangent curve, concave southwesterly, the radial center of which bears S 47°36'43" W, a distance of 1439.88 feet;

Thence 2nd, continuing along said northeasterly line, and along said curve, through a central angle of 06°56'30", an arc distance of 174.44 feet;

Thence 3rd, leaving said northeasterly line, S 89° 03' 12" W, a distance of 5.42 feet to the beginning of a tangent curve to the left, concave southerly, having a radius of 100.00 feet;

Thence 4th, along said curve, through a central angle of 14° 28' 58", an arc distance of 25.28 feet to the beginning of a non-tangent curve to the right, concave northeasterly, the radial center of which bears N 29°20'06" E, a distance of 50.00 feet;

Thence 5th, along said curve, through a central angle of 24° 04' 01", and arc distance of 21.00 feet to the beginning of tangent reverse curve to the left, concave southwesterly, having a radius of 3500.00 feet;

Thence 6th, along said curve, through a central angle of 06° 55' 18", an arc distance of 422.81 feet;

Thence 7th, N 33° 10' 21" E, a distance of 23.42 feet to the beginning of a non-tangent curve to the right, concave southwesterly, the radial center of which bears S 41°58'54" W, a distance of 2790.00 feet;

Thence 8th, along said curve, through a central angle of 05° 56' 32", an arc distance of 289.35 feet to the True Point of Beginning.

Containing 14,414 square feet, more or less.

Notes

- The above legal description is based on the dimensions, information, and land references shown on the map filed in Book xxx, Pages xx through xx of Record of Surveys.

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 8
Slope Fee
Page 2 of 2 Pages

- Bearings and distances are referenced to the California Coordinate System, Zone 6 grid, NAD83(2011) CSRS Epoch 2017.50. To obtain ground level distances, multiply grid distances by 1.000081537.

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Justin P. Height, PLS 6167

06-XX-2021

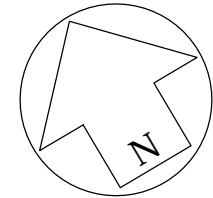
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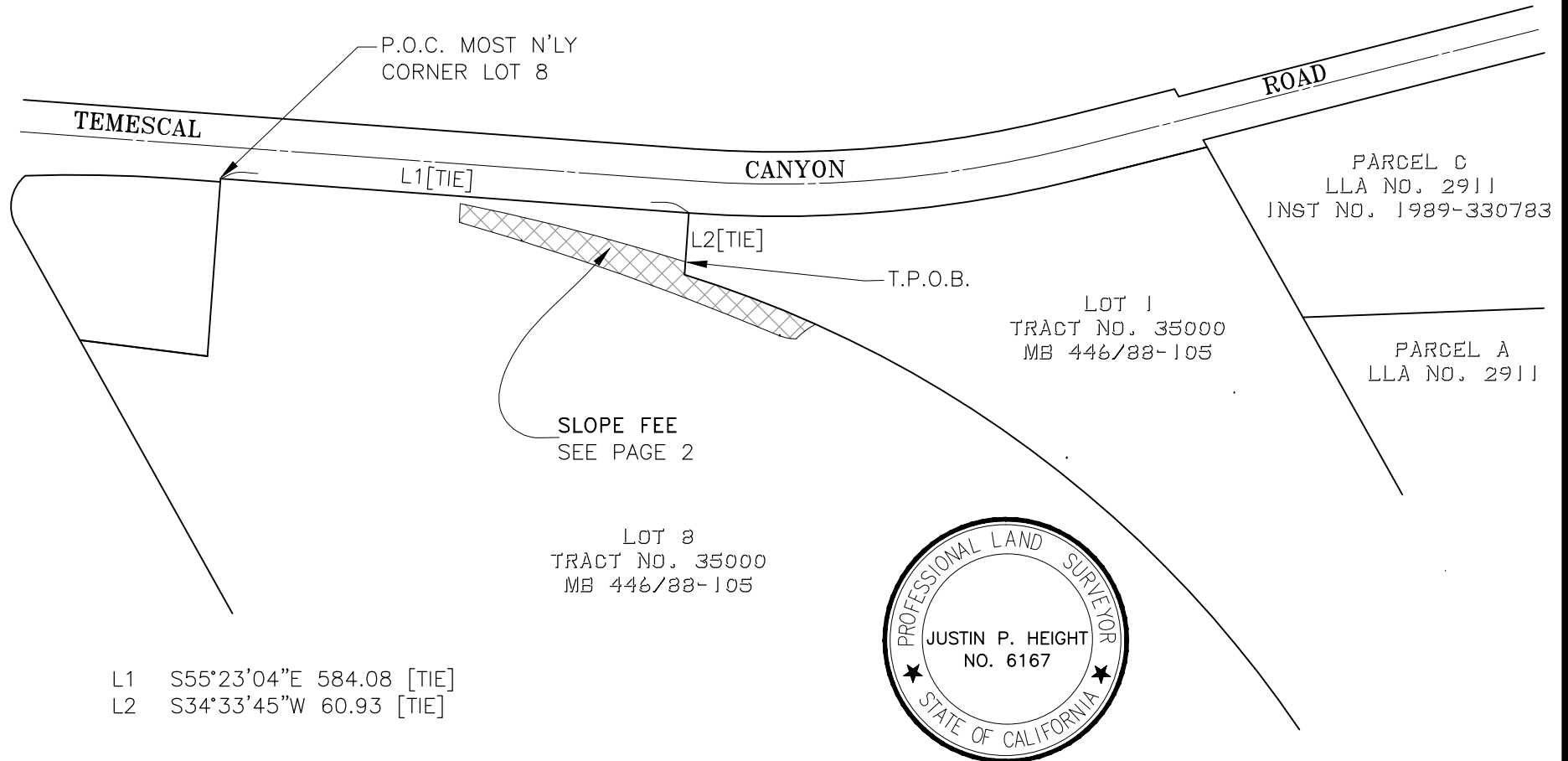
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SCALE: 1" = 200'



L1 S55°23'04"E 584.08 [TIE]
L2 S34°33'45"W 60.93 [TIE]



LOT 3
TRACT NO. 35000
MB 446/88-105

LOT 1
TRACT NO. 35000
MB 446/88-105

PARCEL C
LLA NO. 2911
INST NO. 1989-330783

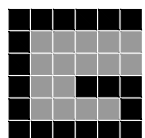
PARCEL A
LLA NO. 2911

SLOPE FEE
SEE PAGE 2

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06-XX-2021

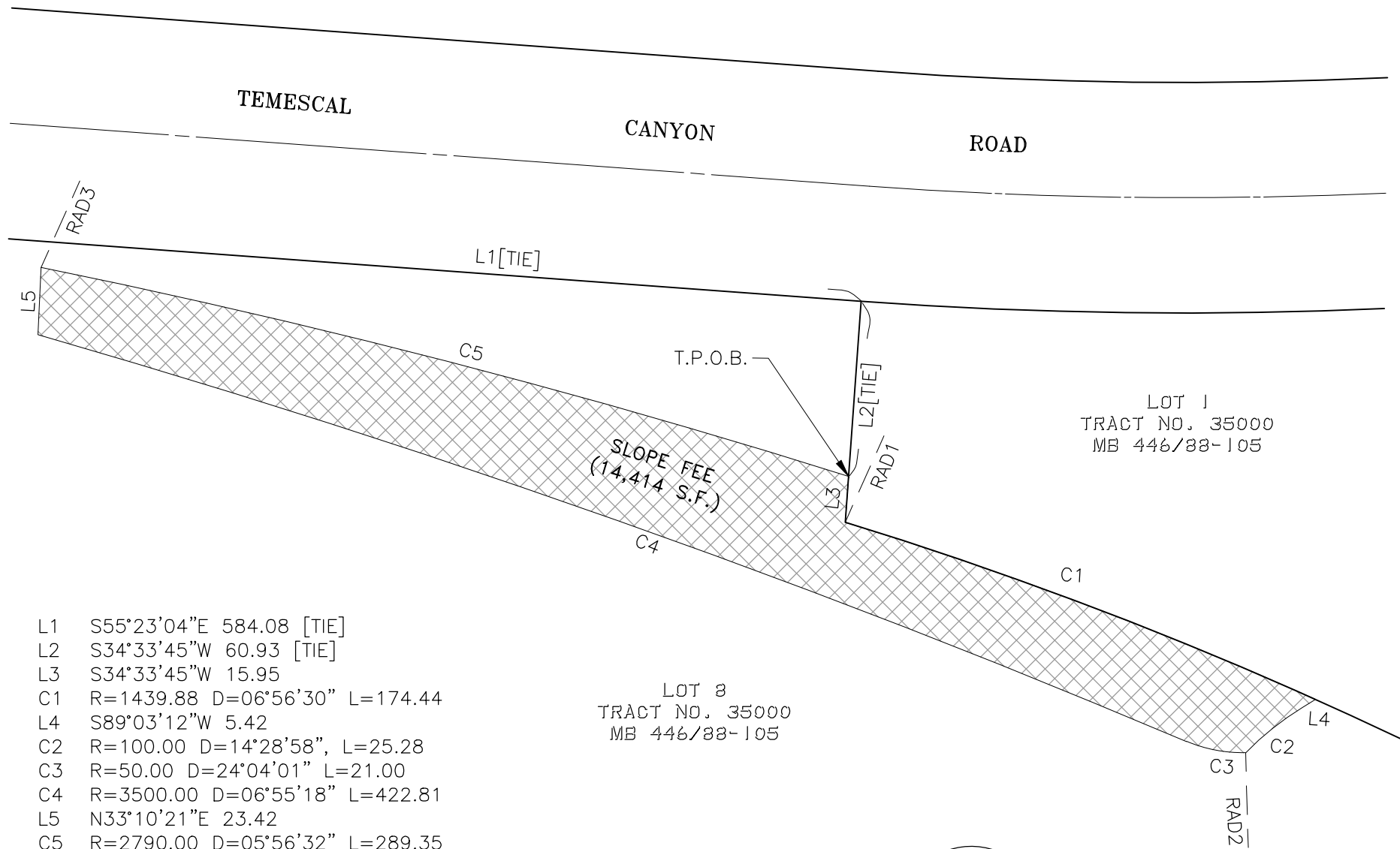
JUSTIN P. HEIGHT, PLS 6167 DATE



GUIDA
SURVEYING INC.

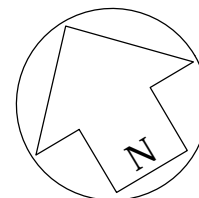
Job No. 0618-00015 0618-00015 Plats.dwg

EXHIBIT B
PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 8
SLOPE FEE
PAGE 1 OF 2 PAGES



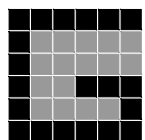
L1 S55°23'04"E 584.08 [TIE]
 L2 S34°33'45"W 60.93 [TIE]
 L3 S34°33'45"W 15.95
 C1 R=1439.88 D=06°56'30" L=174.44
 L4 S89°03'12"W 5.42
 C2 R=100.00 D=14°28'58" L=25.28
 C3 R=50.00 D=24°04'01" L=21.00
 C4 R=3500.00 D=06°55'18" L=422.81
 L5 N33°10'21"E 23.42
 C5 R=2790.00 D=05°56'32" L=289.35

RAD1 S47°36'43"W
 RAD2 N29°20'06"E
 RAD3 S41°58'54"W



SCALE: 1" = 50'

EXHIBIT B
 PLAT MAP
 TEMESCAL CANYON ROAD BRIDGE
 REPLACEMENT PROJECT
 PACIFIC CLAY PRODUCTS-LOT 8
 SLOPE FEE
 PAGE 2 OF 2 PAGES



GUIDA
 SURVEYING INC.

Job No. 0618-00015 0618-00015 Plats.dwg

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 8
Road Fee
Page 1 of 1 Pages

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Commencing at the most northerly corner of said Lot 8, being the northwesterly terminus of that certain course having a bearing and distance of N 55°23'04" W 584.08 feet(M) as shown on Detail H, Sheet 6 of the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County;

Thence, along the northeasterly line of Lot 8, being also the southwesterly line of Temescal Canyon Road, S 55°23'04" E, a distance of 221.02 feet to the True Point of Beginning;

Thence 1st, continuing along said northeasterly line, S 55°23'04" E, a distance of 363.06 feet to an angle point in said northeasterly line of Lot 8, being also the southeasterly terminus of said certain course having a bearing and distance of N 55°23'04" W 584.08 feet(M);

Thence 2nd, continuing along said northeasterly line, S 34°33'45" W, a distance of 60.93 feet to the beginning of a non-tangent curve, concave southwesterly, the radial center of which bears S 47°55'26" W, a distance of 2790.00 feet;

Thence 3rd, leaving said northeasterly line, and along said curve through a central angle of 07°34'00", an arc distance of 368.46 feet to the True Point of Beginning.

Containing 9567 square feet, more or less.

Notes

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This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Justin P. Height, PLS 6167

06-XX-2021

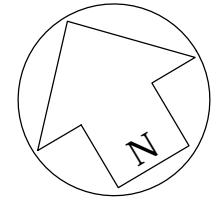
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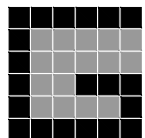
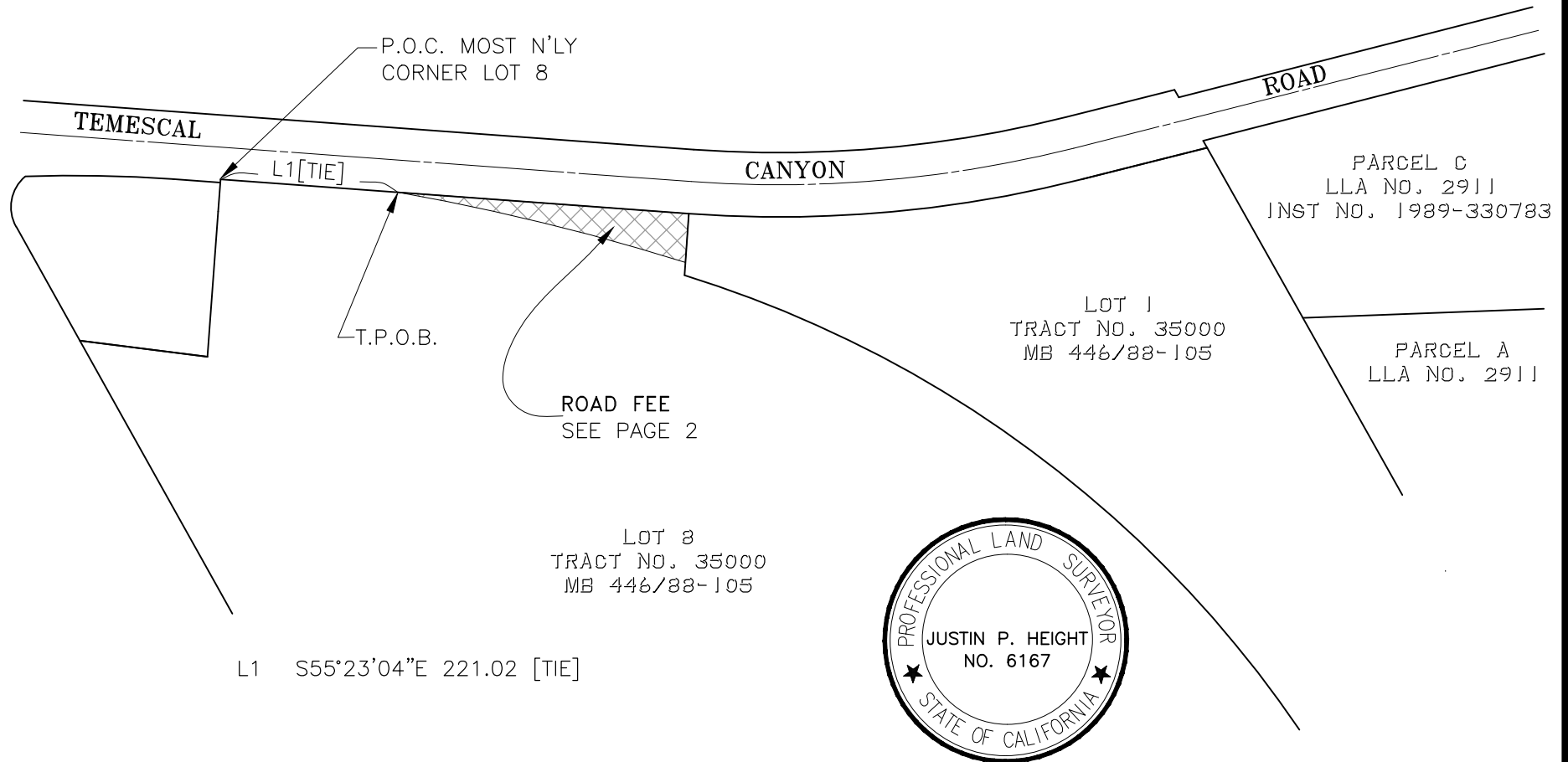
NOTES

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BEARINGS AND DISTANCES ARE REFERENCED TO THE CALIFORNIA COORDINATE SYSTEM, ZONE 6 GRID, NAD83(2011) CSRS EPOCH 2017.50. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY GRID DISTANCES BY 1.000081537.



SCALE: 1" = 200'



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SURVEYING INC.

Job No. 0618-00015 0618-00015 Plats.dwg

THIS PLAT HAS BEEN PREPARED BY ME, OR
UNDER MY DIRECTION, IN CONFORMANCE WITH
THE PROFESSIONAL LAND SURVEYORS ACT.

Justin P. Height
JUSTIN P. HEIGHT, PLS 6167 06-XX-2021
DATE

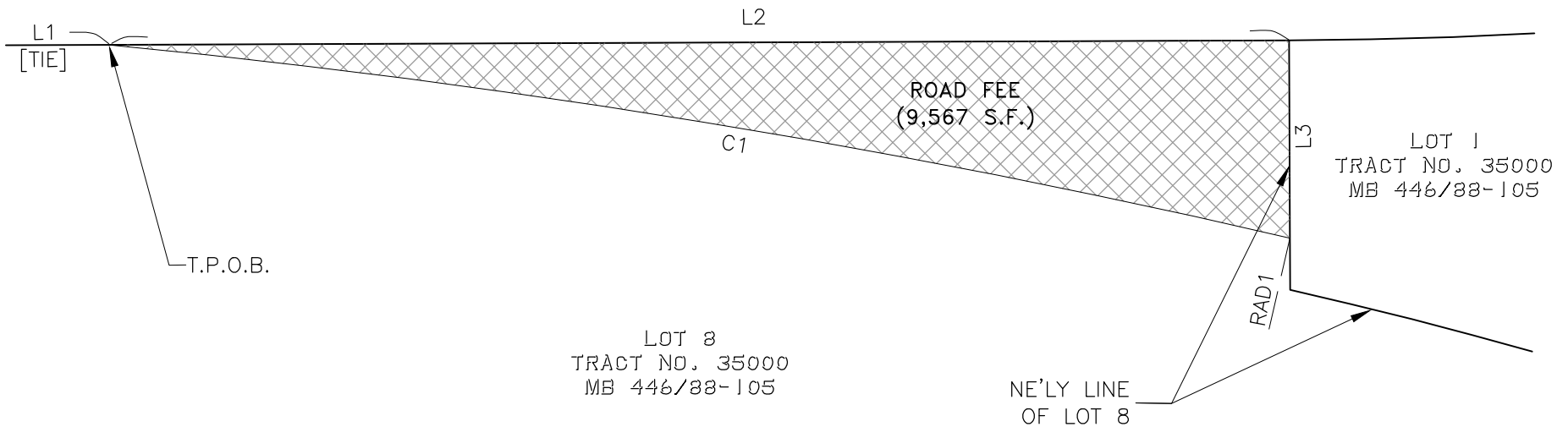
EXHIBIT B

PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 8
ROAD FEE
PAGE 1 OF 2 PAGES

TEMESCAL

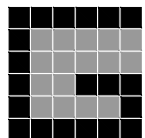
CANYON

ROAD



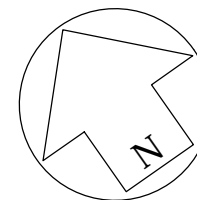
L1 S55°23'04"E 221.02 [TIE]
L2 S55°23'04"E 363.06
L3 S34°33'45"W 60.93
C1 R=2790.00 D=07°34'00" L=368.46

RAD1 S47°55'26"W



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Job No. 0618-00015 0618-00015 Plats.dwg



SCALE: 1" = 50'

EXHIBIT B
PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 8
ROAD FEE
PAGE 2 OF 2 PAGES

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 8
Habitat Conservation Fee
Page 1 of 2 Pages

That portion of Lot 8 of Tract No. 35000, in the City of Lake Elsinore, County of Riverside, State of California, as shown on the map filed in Book 446, Pages 88 through 105 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at the most northerly corner of said Lot 8, being the northwesterly terminus of that certain course having a bearing and distance of N 55°23'04" W 584.08 feet(M) as shown on Detail H, Sheet 6 of the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County;

Thence, along the northeasterly line of Lot 8, being also the southwesterly line of Temescal Canyon Road, S 55°23'04" E, a distance of 584.08 feet to an angle point in said northeasterly line of Lot 8;

Thence, continuing along said northeasterly line, S 34°33'45" W, a distance of 76.88 feet to an angle point in said northeasterly line, being also the beginning of a non-tangent curve, concave southwesterly, the radial center of which bears S 47°36'43" W, a distance of 1439.88 feet;

Thence, continuing along said northeasterly line, and along said curve, through a central angle of 06°56'30", an arc distance of 174.44 feet to the True Point of Beginning;

Thence 1st, continuing along said northeasterly line, and along said curve, through a central angle of 13°17'13", an arc distance of 333.91 feet the beginning of a non-tangent curve to the right, concave northeasterly, the radial center of which bears N 23°02'48" E, a distance of 600.00 feet;

Thence 2nd, leaving said northeasterly line, and along last said curve, through a central angle of 32°12'31", an arc distance of 337.29 feet;

Thence 3rd, N 80° 33' 53" W, a distance of 120.68 feet;

Thence 4th, N 71° 40' 21" W, a distance of 222.64 feet;

Thence 5th, N 23° 33' 42" E, a distance of 88.29 feet;

Thence 6th, N 65° 37' 03" W, a distance of 62.63 feet;

Thence 7th, N 28° 37' 00" E, a distance of 117.85 feet;

Thence 8th, N 33° 10' 21" E, a distance of 137.72 feet to the beginning of a non-tangent curve to the right, concave southwesterly, the radial center of which bears S 46°28'50" W, a distance of 3500.00 feet;

Thence 9th, along said curve, through a central angle of 06°55'18", an arc distance of 422.81 feet to the beginning of a reverse tangent curve to the left, having a radius of 50.00 feet;

Thence 10th, along said curve, through a central angle of 24°04'01", an arc distance of 21.00 feet to the beginning of a non-tangent curve to the right, concave southerly, the radial center of which bears S 15°25'47" E, a distance of 100.00 feet;

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 8
Habitat Conservation Fee
Page 2 of 2 Pages

Thence 11th, along said curve, through a central angle of 14°28'58", an arc distance of 25.28 feet;

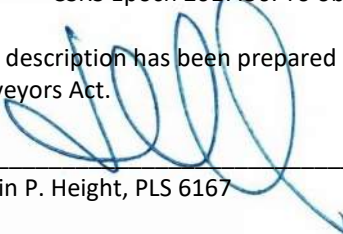
Thence 12th, tangent to last said curve, N 89° 03' 12"E, a distance of 5.42 feet to the True Point of Beginning.

Containing 121,074 square feet, more or less.

Notes

- The above legal description is based on the dimensions, information, and land references shown on the map filed in Book xxx, Pages xx through xx of Record of Surveys.
- Bearings and distances are referenced to the California Coordinate System, Zone 6 grid, NAD83(2011) CSRS Epoch 2017.50. To obtain ground level distances, multiply grid distances by 1.000081537.

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Justin P. Height, PLS 6167

06-XX-2021

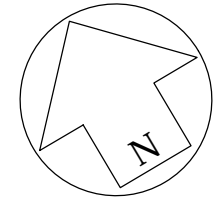
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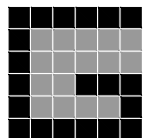
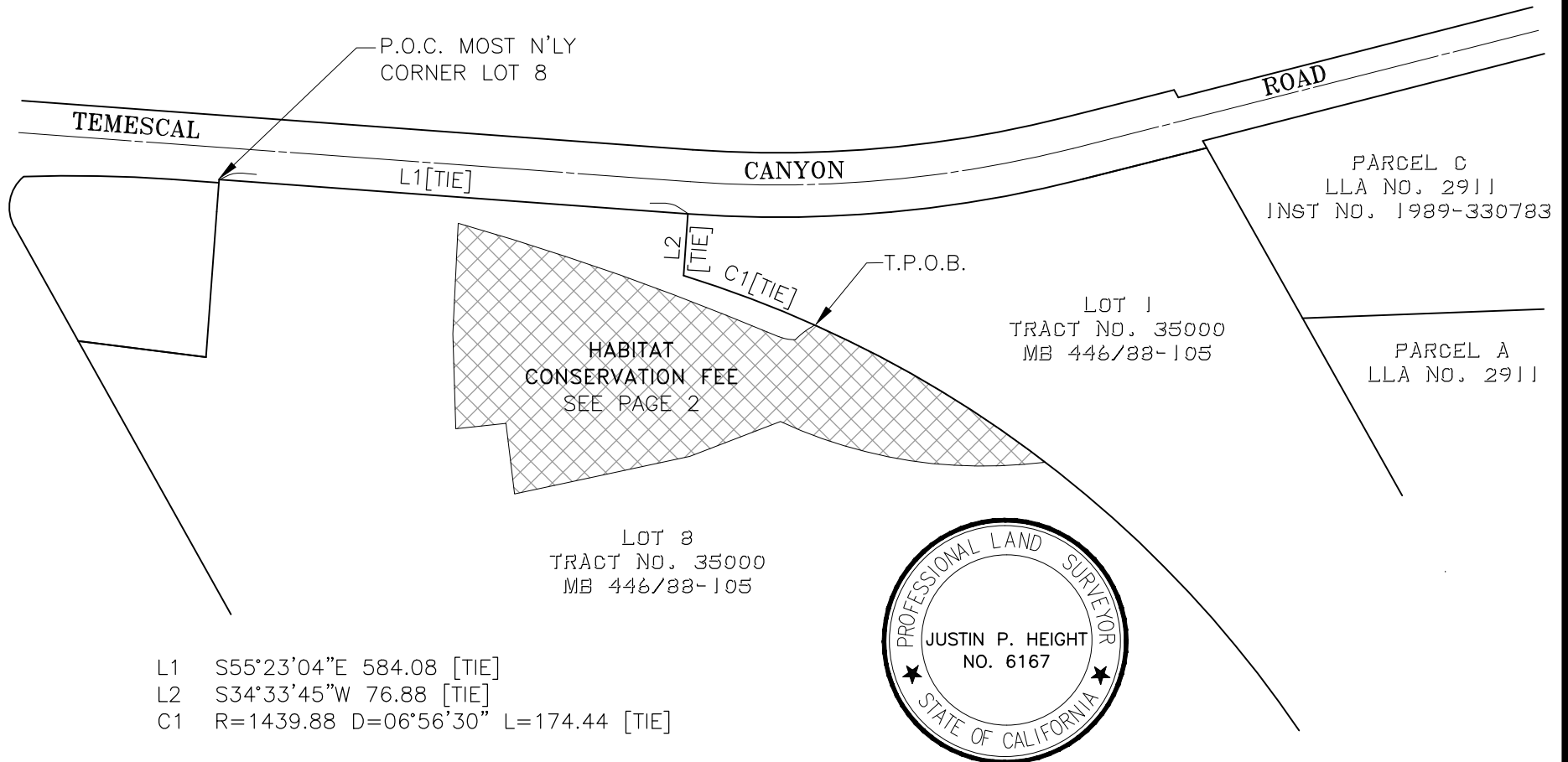
NOTES

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SCALE: 1" = 200'



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Job No. 0618-00015 0618-00015 Plats.dwg

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06-XX-2021
JUSTIN P. HEIGHT, PLS 6167 DATE

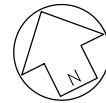
EXHIBIT B

PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 8
HABITAT CONSERVATION FEE
PAGE 1 OF 2 PAGES

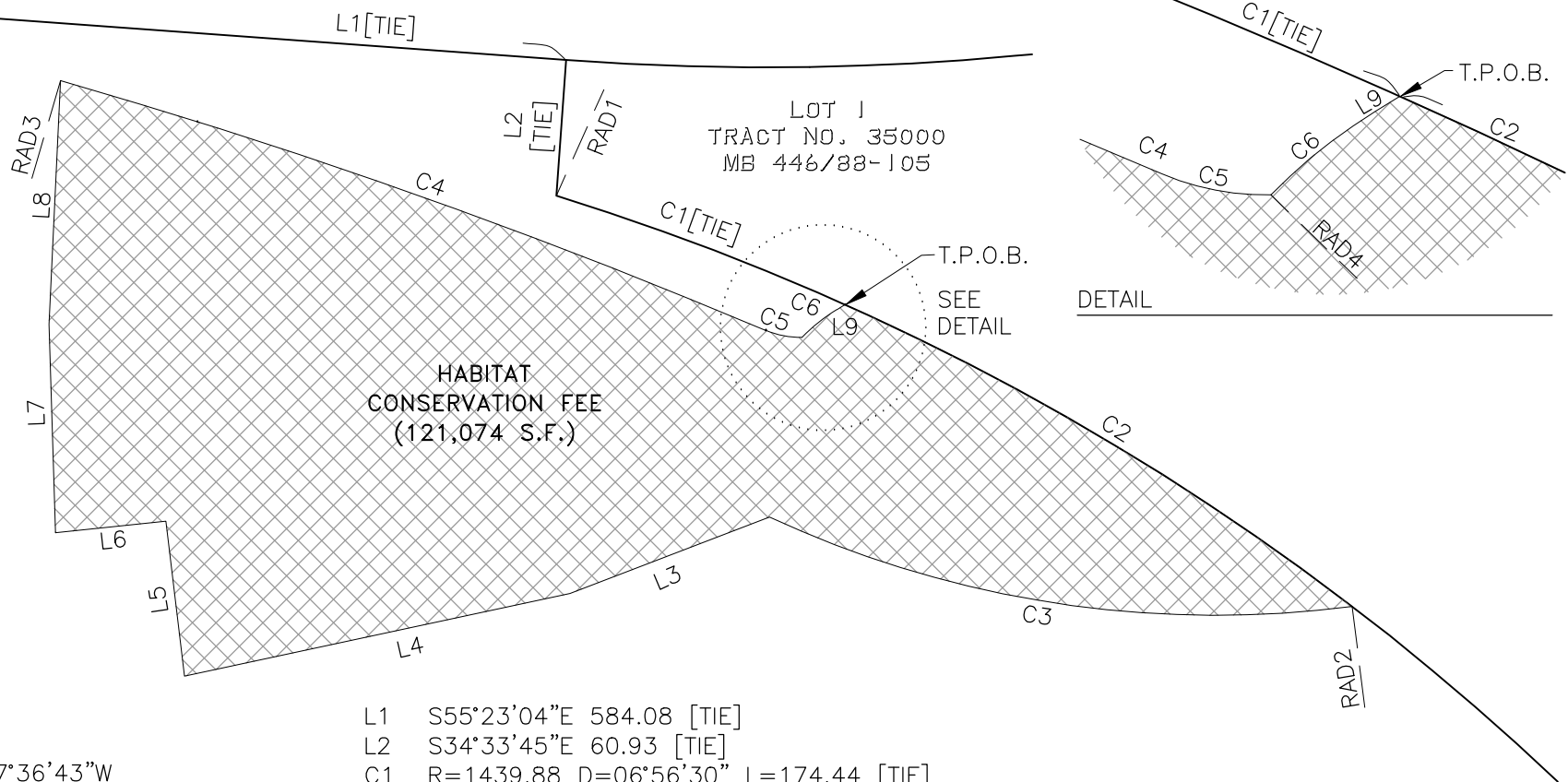
TEMESCAL

CANYON

ROAD



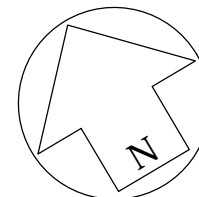
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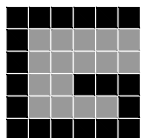
RAD1 S47°36'43"W
RAD2 N23°02'48"E
RAD3 S46°28'50"W
RAD4 S15°25'47"E

L1 S55°23'04"E 584.08 [TIE]
L2 S34°33'45"E 60.93 [TIE]
C1 R=1439.88 D=06°56'30" L=174.44 [TIE]
C2 R=1439.88 D=13°17'13" L=333.91
C3 R=600.00 D=32°12'31" L=337.29
L3 N80°33'53"W 120.68
L4 N71°40'21"W 222.64
L5 N23°33'42"E 88.29
L6 N65°37'03"W 62.63
L7 N28°37'00"E 117.85
L8 N33°10'21"E 137.72
C4 R=3500.00 D=06°55'18" L=422.81
C5 R=50.00 D=24°04'01" L=21.00
C6 R=100.00 D=1428°58" L=25.28
L9 N89°03'12"E 5.42

LOT 8
TRACT NO. 35000
MB 446/88-105



SCALE: 1" = 100'



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SURVEYING INC.

Job No. 0618-00015 0618-00015 Plats.dwg

EXHIBIT B
PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 8
HABITAT CONSERVATION FEE
PAGE 2 OF 2 PAGES

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 1
Habitat Conservation Fee
Page 1 of 2 Pages

That portion of Lot 1 of Tract No. 35000, in the City of Lake Elsinore, County of Riverside, State of California, as shown on the map filed in Book 446, Pages 88 through 105 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at the most northerly corner of Lot 8 as shown on said Tract No. 35000, being the northwesterly terminus of that certain course having a bearing and distance of N 55°23'04" W 584.08 feet(M) as shown on Detail H, Sheet 6 of the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County;

Thence, along the northeasterly line of Lot 8, being also the southwesterly line of Temescal Canyon Road, S 55°23'04" E, a distance of 584.08 feet to the most northerly corner of said Lot 1, being the beginning of a tangent curve to the left, concave northeasterly, and having a radius of 1539.87 feet;

Thence, continuing along said southwesterly line of Temescal Canyon Road, and along said curve through a central angle of 09°25'00", an arc distance of 253.08 feet to the True Point of Beginning;

Thence 1st, continuing along said southwesterly line of Temescal Canyon Road, and along said curve, through a central angle of 08°54'00", an arc distance of 239.19 feet to the end of said curve;

Thence 2nd, continuing along said southwesterly line, S 73°42'04" E, a distance of 161.18 feet to the most northeasterly corner of said Lot 1;

Thence 3rd, along the easterly line of said Lot 1, S 01°05'17" W, a distance of 242.71 feet to the most northwesterly corner of Parcel A of Lot Line Adjustment No. 2911, as described in the Notice of Lot Line Adjustment recorded September 26, 1989 as Instrument Number 1989-330783 of Official Records of said County;

Thence 4th, continuing along the easterly line of said Lot 1, S 01°05'17" W, a distance of 33.77 feet;

Thence 5th, leaving said easterly line, N 56°58'11" W, a distance of 39.01 feet;

Thence 6th, S 76°13'16" W, a distance of 44.09 feet;

Thence 7th, N 36°49'47" W, a distance of 90.90 feet to the beginning of a non-tangent curve to the left, concave southerly, the radial center of which bears S 07°32'41" W, a distance of 200.00 feet;

Thence 8th, along said curve, through a central angle of 08°29'28", an arc distance of 29.64 feet;

Thence 9th, tangent to last curve, S 89°03'12" W, a distance of 132.07 feet to the beginning of a tangent curve to the right, concave northerly, having a radius of 300.00 feet;

Thence 10th, along said curve, through a central angle of 09°43'24", an arc distance of 50.91 feet;

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 1
Habitat Conservation Fee
Page 2 of 2 Pages

Thence 11th, tangent to last said curve, N 81°13'24" W, a distance of 1.84 feet to the beginning of a non-tangent curve to the left, concave easterly, the radial center of which bears S 59°43'59" E, a distance of 50.00 feet;

Thence 12th, along said curve, through a central angle of 67°05'48", an arc distance of 58.55 feet to the beginning of a non-tangent curve to the right, concave northeasterly, the radial center of which bears N 20°31'00" E, a distance of 600.00 feet;

Thence 13th, along said curve, through a central angle of 02°31'48", an arc distance of 26.49 feet to a point on the westerly line of said Lot 1, being the beginning of a non-tangent curve to the left, concave southwesterly, the radial center of which bears S 67°50'26" W, a distance of 1439.88 feet;

Thence 14th, along said westerly line, and along said curve, through a central angle of 13°17'13", an arc distance of 333.91 feet;

Thence 15th, leaving said westerly line, N 89°03'12" E, a distance of 144.70 feet to the beginning of a non-tangent curve to the left, concave westerly, the radial center of which bears N 37°49'00" W, a distance of 50.00 feet;

Thence 16th, along said curve, through a central angle of 90°31'51", an arc distance of 79.00 feet to the True Point of Beginning.

Containing 122,094 square feet, more less.

Notes

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Justin P. Height, PLS 6167

06-XX-2021

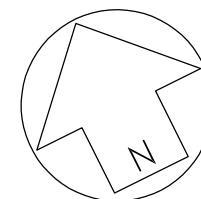
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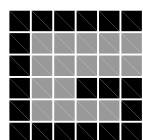
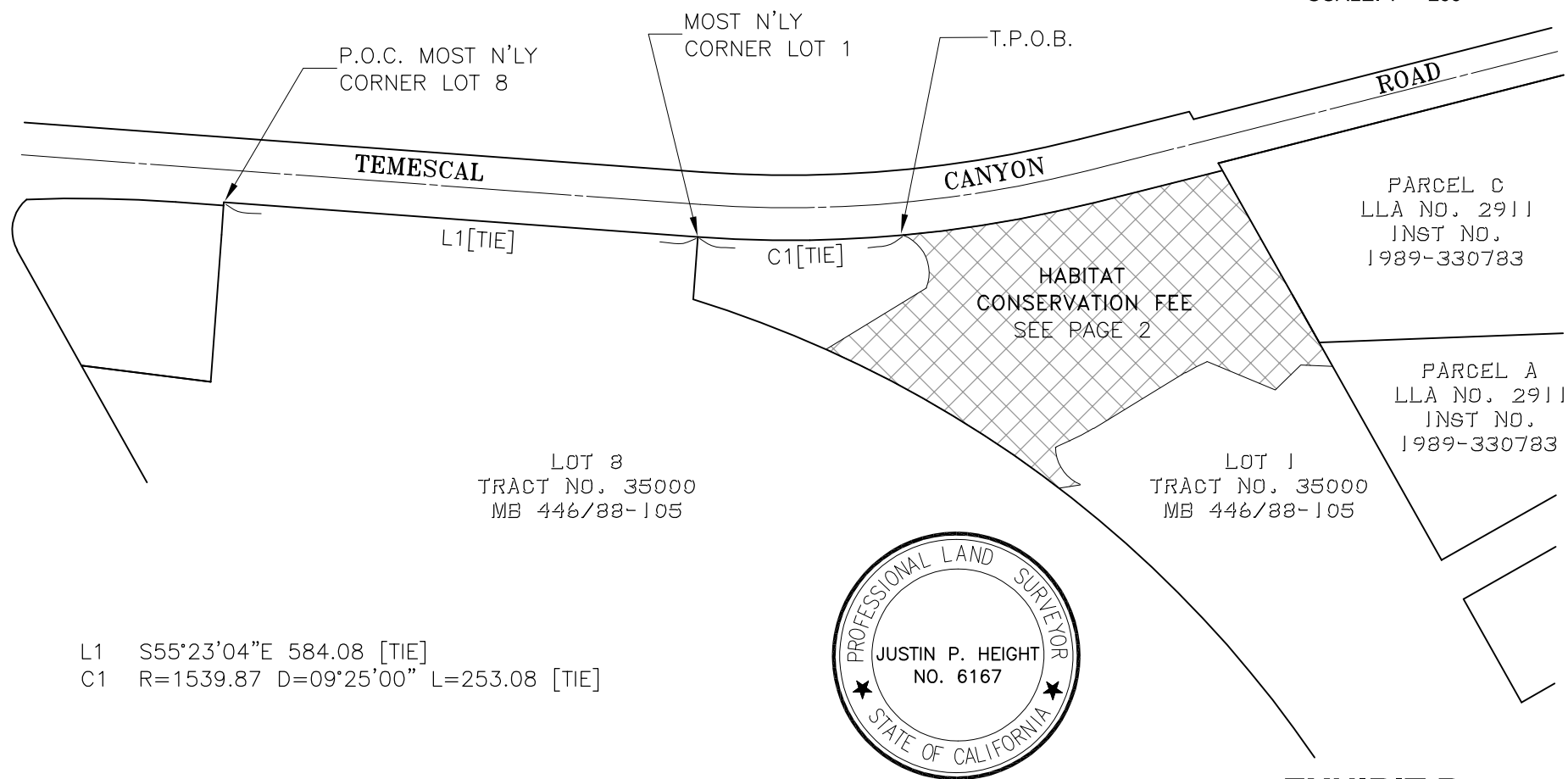
NOTES

PLAT MAP IS BASED ON THE INFORMATION AND LAND REFERENCES SHOWN ON THE MAP FILED IN BOOK XXX, PAGES XX THROUGH XX OF RECORD OF SURVEYS.

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SCALE: 1" = 200'



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SURVEYING INC.

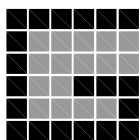
Job No. 0618-00015 0618-00015 Plats.dwg

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UNDER MY DIRECTION, IN CONFORMANCE WITH
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Justin P. Height
JUSTIN P. HEIGHT, PLS 6167 06-XX-2021
DATE

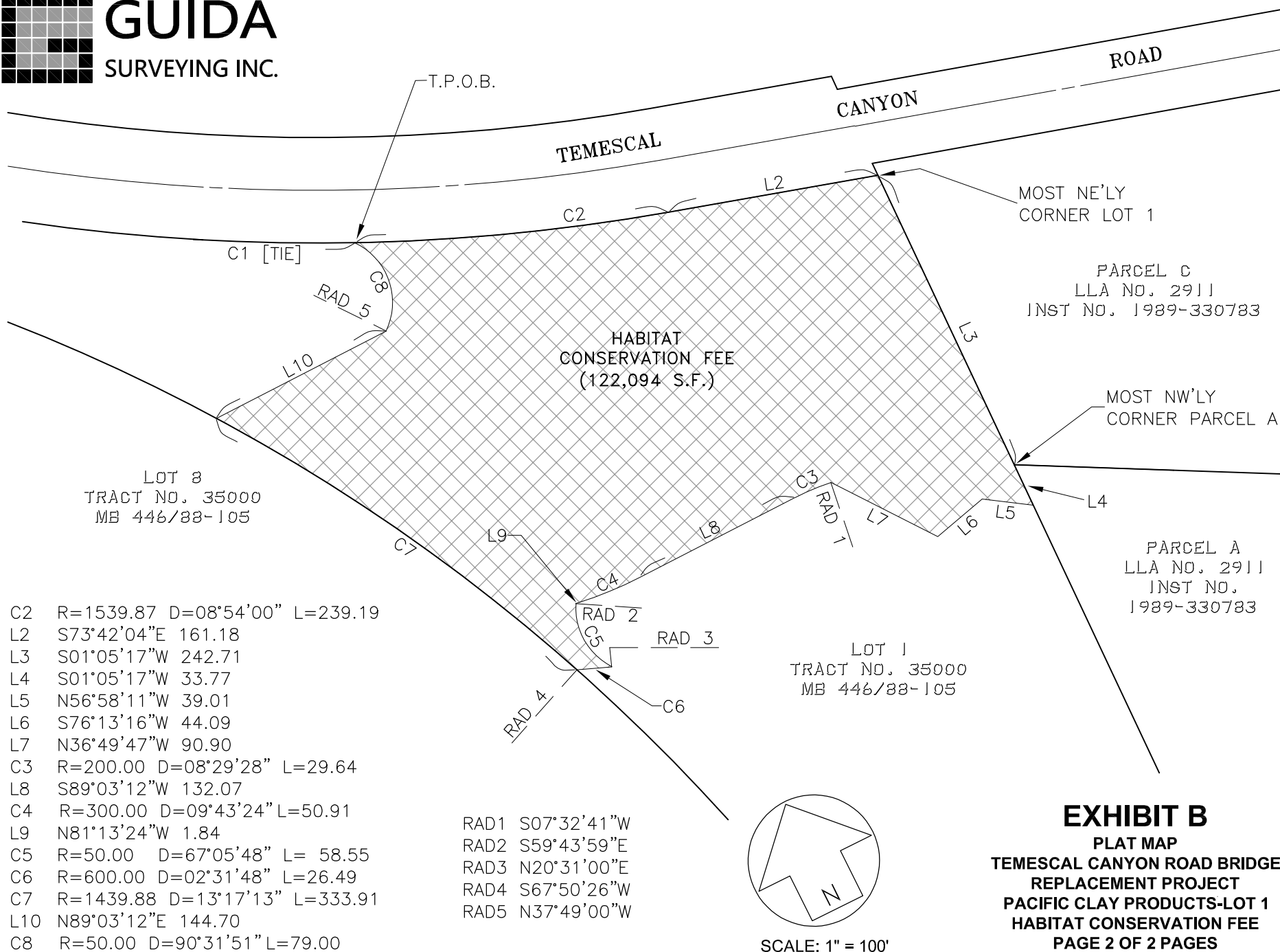
EXHIBIT B

PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 1
HABITAT CONSERVATION FEE
PAGE 1 OF 2 PAGES



GUIDA

SURVEYING INC.



C2 R=1539.87 D=08°54'00" L=239.19
L2 S73°42'04"E 161.18
L3 S01°05'17"W 242.71
L4 S01°05'17"W 33.77
L5 N56°58'11"W 39.01
L6 S76°13'16"W 44.09
L7 N36°49'47"W 90.90
C3 R=200.00 D=08°29'28" L=29.64
L8 S89°03'12"W 132.07
C4 R=300.00 D=09°43'24" L=50.91
L9 N81°13'24"W 1.84
C5 R=50.00 D=67°05'48" L= 58.55
C6 R=600.00 D=02°31'48" L=26.49
C7 R=1439.88 D=13°17'13" L=333.91
L10 N89°03'12"E 144.70
C8 R=50.00 D=90°31'51" L=79.00

RAD1 S07°32'41"W
RAD2 S59°43'59"E
RAD3 N20°31'00"E
RAD4 S67°50'26"W
RAD5 N37°49'00"W

EXHIBIT B
PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 1
HABITAT CONSERVATION FEE
PAGE 2 OF 2 PAGES

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 1
Slope Fee
Page 1 of 2 Pages

Those portions of Lot 1 of Tract No. 35000, in the City of Lake Elsinore, County of Riverside, State of California, as shown on the map filed in Book 446, Pages 88 through 105 of Maps in the office of the County Recorder of said County, described as follows:

Slope Fee 1

Commencing at the most northerly corner of Lot 8 as shown on said Tract No. 35000, being the northwesterly terminus of that certain course having a bearing and distance of N 55°23'04" W 584.08 feet(M) as shown on Detail H, Sheet 6 of the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County;

Thence, along the northeasterly line of Lot 8, being also the southwesterly line of Temescal Canyon Road, S 55°23'04" E, a distance of 584.08 feet to the most northerly corner of said Lot 1, being the beginning of a tangent curve to the left, concave northeasterly, and having a radius of 1539.87 feet;

Thence, continuing along said southwesterly line of Temescal Canyon Road, and along said curve through a central angle of 05°07'25", an arc distance of 137.70 feet to the True Point of Beginning;

Thence 1st, continuing along said southwesterly line of Temescal Canyon Road, and along said curve, through a central angle of 04°17'36", an arc distance of 115.38 feet to the beginning of a non-tangent curve to the right, concave westerly, the radial center of which bears S 51°39'09" W, a distance of 50.00 feet;

Thence 2nd, leaving said southwesterly line, and along last said curve, through a central angle of 84°47'48", an arc distance of 74.00 feet to the beginning of a non-tangent curve to the left, concave southwesterly, the radial center of which bears S 52°47'43" W, a distance of 2350.00 feet;

Thence 3rd, along said curve through a central angle of 03°46'42", an arc distance of 154.97 feet, more or less, to the True Point of Beginning.

Containing 3,962 square feet, more less.

Slope Fee 2

Commencing at the most northerly corner of Lot 8 as shown on said Tract No. 35000, being the northwesterly terminus of that certain course having a bearing and distance of N 55°23'04" W 584.08 feet(M) as shown on Detail H, Sheet 6 of the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County;

Thence, along the northeasterly line of Lot 8, being also the southwesterly line of Temescal Canyon Road, S 55°23'04" E, a distance of 584.08 feet to the most northerly corner of said Lot 1, being the beginning of a tangent curve to the left, concave northeasterly, and having a radius of 1539.87 feet;

Thence, continuing along said southwesterly line of Temescal Canyon Road, and along said curve through a central angle of 05°07'25", an arc distance of 137.70 feet to the beginning of a non-tangent curve, concave southwesterly, the radial center of which bears S 49°01'01" W, a distance of 2350.00 feet;

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 1
Slope Fee
Page 2 of 2 Pages

Thence, leaving said southwesterly line, and along said curve, through a central angle of $03^{\circ}46'42''$, an arc distance of 154.97 feet to the beginning of non-tangent curve, concave northwesterly, the radial center of which bears $N 43^{\circ}33'03'' W$, a distance of 50.00 feet;

Thence, along said curve, through a central angle of $05^{\circ}44'03''$, an arc distance of 5.00 feet;

Thence, $S 89^{\circ}03'12'' W$, a distance of 119.18 feet to the True Point of Beginning;

Thence 1st, $S 89^{\circ}03'12'' W$, a distance of 25.52 feet to a point on the westerly line of said Lot 1, being the beginning of a non-tangent curve to the left, concave southwesterly, the radial center of which bears $S 54^{\circ}33'13'' W$, a distance of 1439.88 feet;

Thence 2nd, along said westerly line, and along said curve, through a central angle of $06^{\circ}56'30''$, an arc distance of 174.44 feet to an angle point in said westerly line of Lot 1;

Thence 3rd, continuing along said westerly line, $N 34^{\circ}33'35'' E$, a distance of 15.95 feet to the beginning of a non-tangent curve to the right, concave southwesterly, the radial center of which bears $S 47^{\circ}55'26'' W$, a distance of 2790.00 feet;

Thence 4th, leaving said westerly line, and along said curve, through a central angle of $02^{\circ}59'50''$, an arc distance of 145.95 feet to the beginning of a non-tangent curve to the right, concave southwesterly, the radial center of which bears $S 49^{\circ}46'03'' W$, a distance of 2250.00 feet;

Thence 5th, along said curve, through a central angle of $01^{\circ}14'25''$, an arc distance of 48.71 feet to the True Point of beginning.

Containing 3,102 square feet, more less.

Notes

- The above legal description is based on the dimensions, information, and land references shown on the map filed in Book xxx, Pages xx through xx of Record of Surveys.
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Justin P. Height, PLS 6167

06-XX-2021

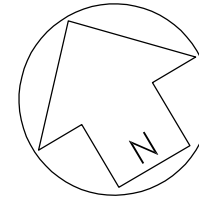
Date



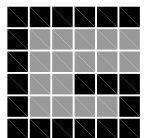
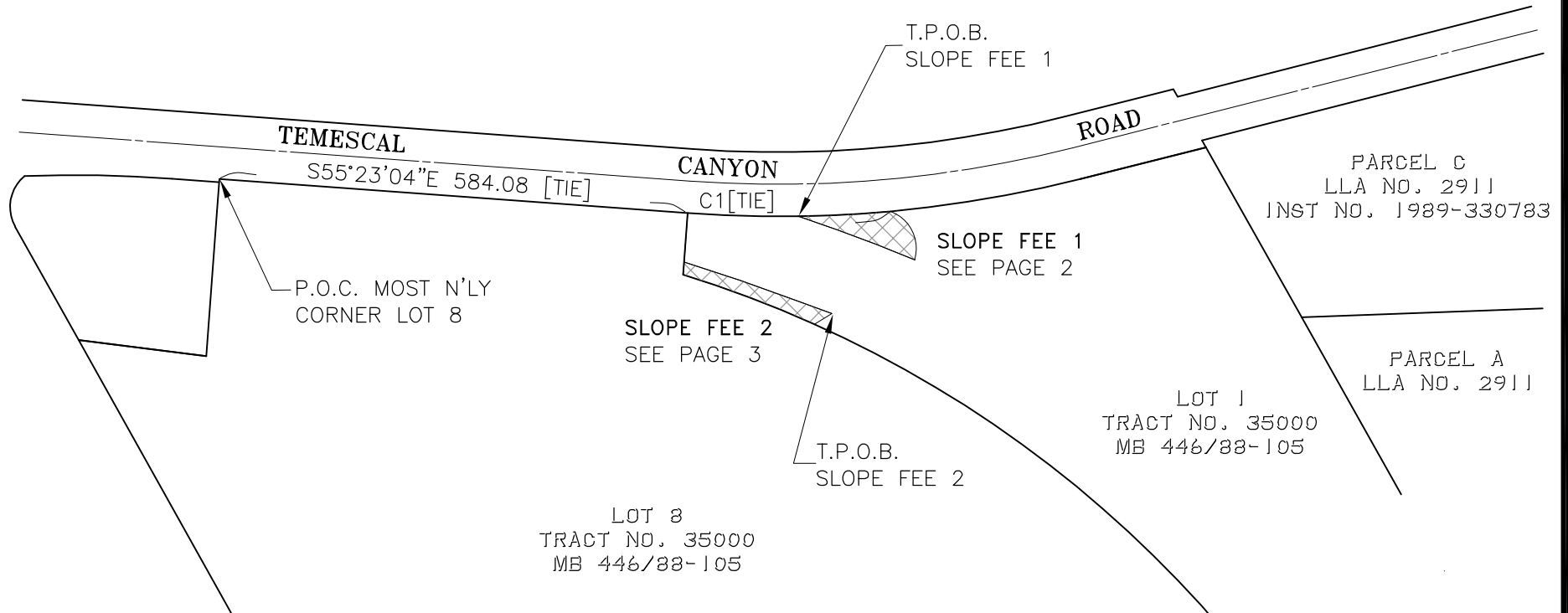
NOTES

PLAT MAP IS BASED ON THE INFORMATION AND LAND REFERENCES SHOWN ON THE MAP FILED IN BOOK xxx, PAGES xx THROUGH xx OF RECORD OF SURVEYS.

BEARINGS AND DISTANCES ARE REFERENCED TO THE CALIFORNIA COORDINATE SYSTEM, ZONE 6 GRID, NAD83(2011) CSRS EPOCH 2017.50. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY GRID DISTANCES BY 1.000081537.



SCALE: 1" = 200'



GUIDA
SURVEYING INC.

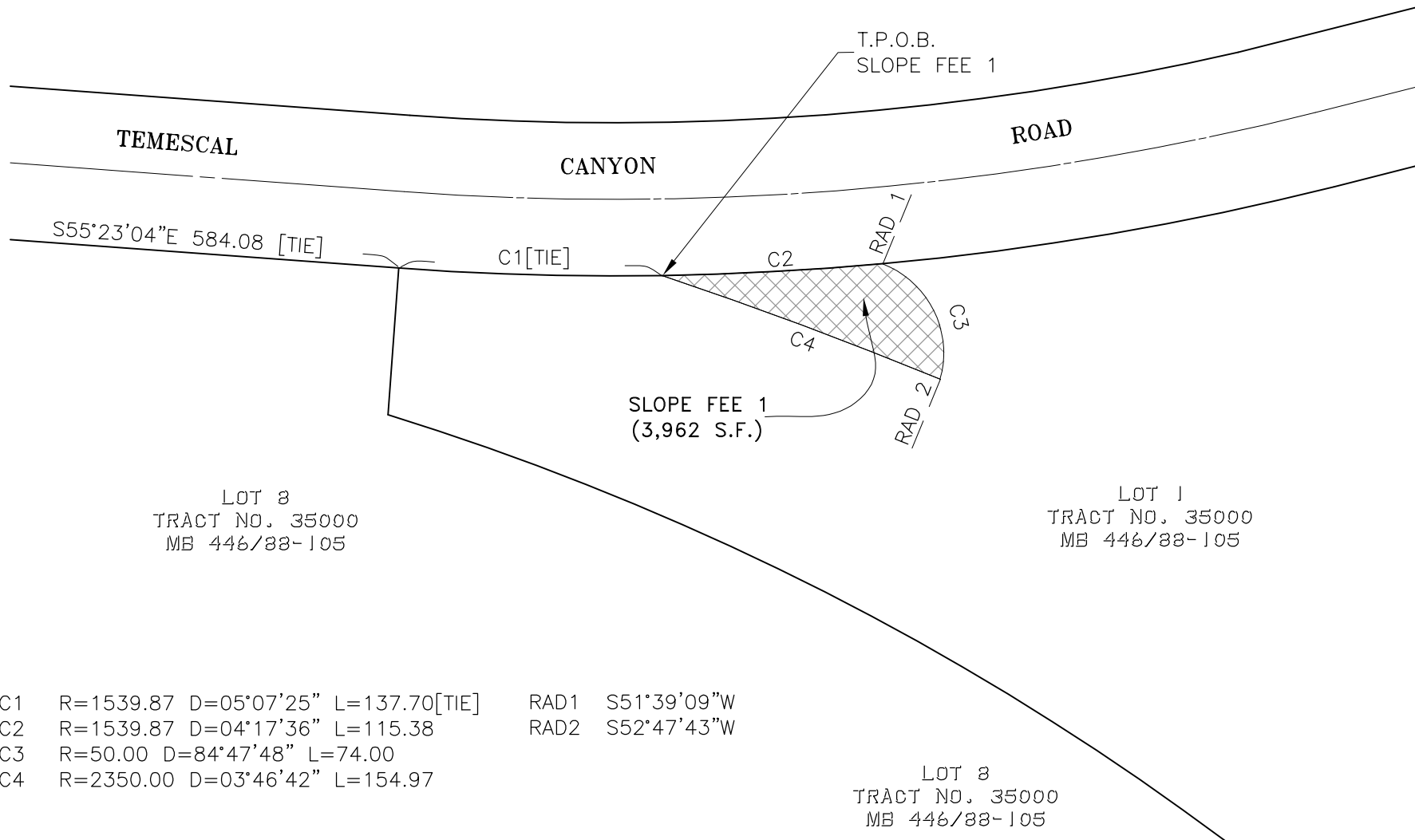
Job No. 0618-00015 0618-00015 Plats.dwg

THIS PLAT HAS BEEN PREPARED BY ME, OR
UNDER MY DIRECTION, IN CONFORMANCE WITH
THE PROFESSIONAL LAND SURVEYORS ACT.

[Signature]
JUSTIN P. HEIGHT, PLS 6167 06-XX-2021
DATE

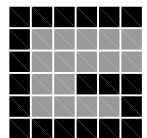
EXHIBIT B

PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 1
SLOPE FEE
PAGE 1 OF 3 PAGES



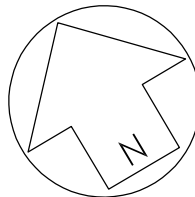
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 C3 R=50.00 D=84°47'48" L=74.00
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RAD1 S51°39'09"W
 RAD2 S52°47'43"W



GUIDA
 SURVEYING INC.

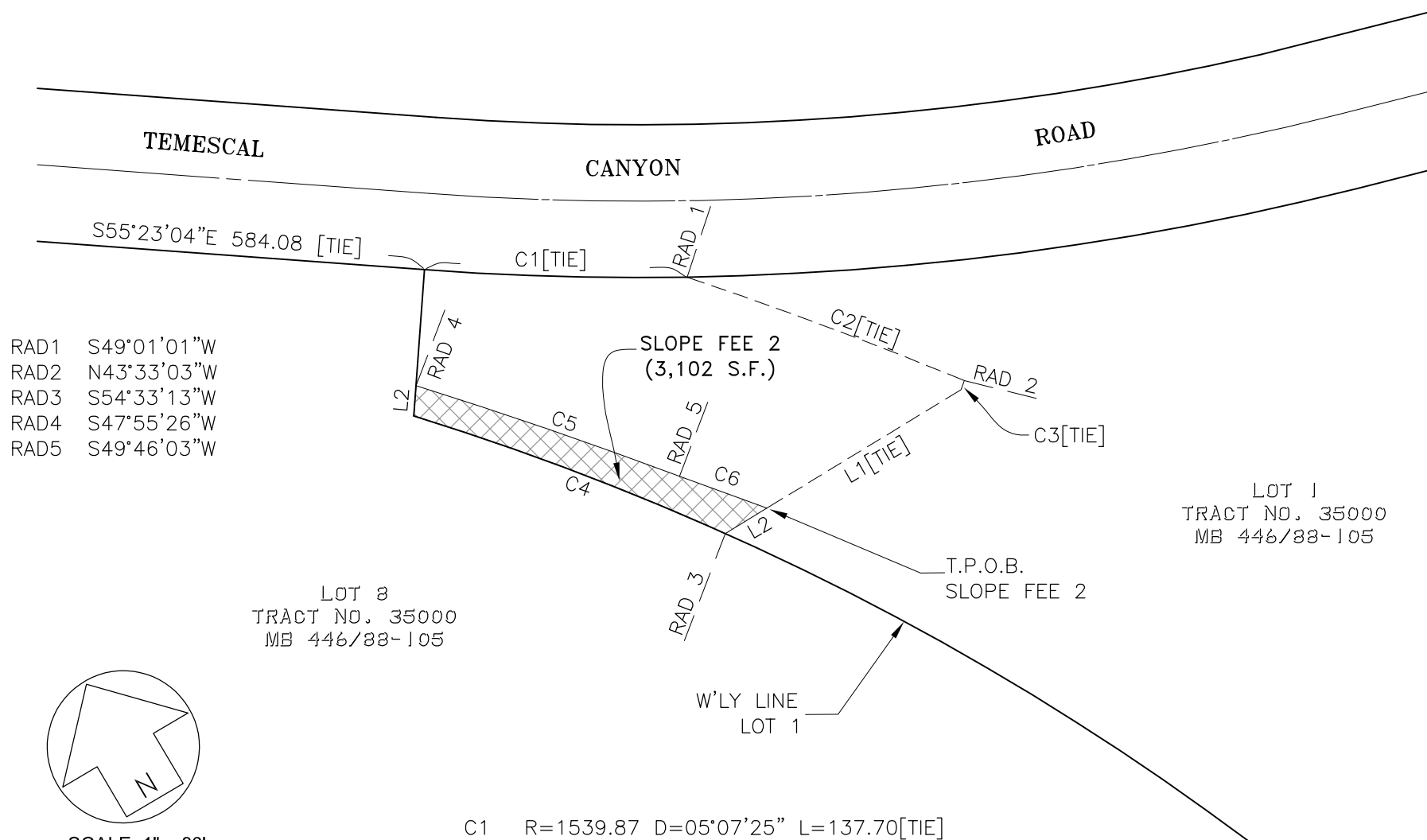
Job No. 0618-00015 0618-00015 Plats.dwg



SCALE: 1" = 80'

EXHIBIT B

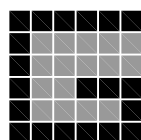
PLAT MAP
 TEMESCAL CANYON ROAD BRIDGE
 REPLACEMENT PROJECT
 PACIFIC CLAY PRODUCTS-LOT 1
 SLOPE FEE
 PAGE 2 OF 3 PAGES



C1	R=1539.87 D=05°07'25" L=137.70[TIE]
C2	R=2350.00 D=03°46'42" L=154.97[TIE]
C3	R=50.00 D=05°44'03" L=5.00[TIE]
L1	S89°03'12"W 119.18[TIE]
L2	S89°03'12"W 25.52
C4	R=1439.88 D=06°56'30" L=174.44
L2	N34°33'35"E 15.95
C5	R=2790.00 D=02°59'50" L=145.95
C6	R=2250.00 D=01°14'25" L=48.71

EXHIBIT B

PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 1
SLOPE FEE
PAGE 3 OF 3 PAGES



GUIDA
SURVEYING INC.

Job No. 0618-00015 0618-00015 Plats.dwg

RECORDING REQUESTED BY

WHEN RECORDED RETURN TO:

City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530
Attn: City Clerk

Exempt from Recording Fee
Pursuant to Government Code Section 6103

Exempt from Documentary Tax
Pursuant to R&T Code 11922

Above Space for Recorder's Use

SLOPE EASEMENT DEED

For valuable consideration, receipt of which is hereby acknowledged,

Alberhill Holdings, LLC, a California limited liability company ("GRANTOR")

Hereby grants to:

City of Lake Elsinore, a Municipal Corporation ("GRANTEE")

A permanent easement over, under, along and across the real property constituting a Slope located in the City of Lake Elsinore, County of Riverside, State of California described on Exhibit "A" and shown on Exhibit "B" attached hereto and by reference made a part hereof (the "Easement Area") to allow for the maintenance of the slope in order to prevent damage to the roadway and/or adjoining properties.

RESERVING TO GRANTOR FROM THE EASEMENT HEREBY GRANTED AND THE EASEMENT AREA (the "Servient Tenement"), a permanent and perpetual easement appurtenant in and to said Servient Tenement (the "Easement"), which Easement shall benefit and be appurtenant to Grantor's lands described on Exhibit "C" and shown on Exhibit "D" attached hereto and by reference made a part hereof (the "Dominant Tenement"), for flowage, drainage, flooding and discharge of surface and subsurface waters from the Dominant Tenement, in, on, to, over, under, across and through the Servient Tenement, in substantial conformity with and in quantities contemplated by that certain Preliminary Hydrologic Analysis for the Alberhill Villages Specific Plan dated April 2015 prepared by KWC Engineers and evaluated in that certain Final Environmental Impact Report (Sch No. 2012061046) for the Alberhill Villages Specific Plan Number 2010-02 certified on July 28, 2016 and in that certain Addendum to the Final Environmental Impact Report prepared for the Amended and Restated Alberhill Villages Specific Plan adopted by the City Council of the City of Lake Elsinore, California on February 28, 2017. The Easement hereby reserved shall run with the land as to both the Dominant Tenement and the Servient Tenement and all portions thereof, shall benefit the Dominant Tenement and each successive owner thereof during such owner's ownership and upon each person having any interest therein derived through any owner thereof, and shall burden and be binding upon the Servient Tenement and each successive owner thereof during such owner's ownership and upon each person having any interest therein derived through any owner thereof.

FURTHER RESERVING TO GRANTOR FROM THE EASEMENT HEREBY GRANTED AND THE EASEMENT AREA, abutter's rights for ingress, egress, access and utilities to and from Temescal Canyon Road.

Grantee shall indemnify, defend and hold harmless Grantor for, from and against any and all claims, losses and liabilities (including reasonable attorneys' fees) arising from or in connection with, (i) Grantee's entry upon the Easement Area, and (ii) any improvements constructed on the Easement Area by Grantee or its agents and/or the acts or omissions on, about or relating to the Easement Area by Grantee, its elected officials, employees agents, contractors and/or other authorized representatives; except in the event of the sole negligence or willful misconduct of Grantor; provided however, any sole negligence or willful misconduct of Grantor will only affect Grantee's duty to indemnify for the specific act found to be sole negligence or willful misconduct, and will not preclude Grantee's duty to indemnify for any other act or omission of Grantee as required herein.

IN WITNESS WHEREOF, the Grantor hereto has caused this Slope Easement Deed to be executed as of this _____ day of _____, 20__.

Alberhill Holdings, LLC, a California limited liability company

BY: Lansing Industries, Inc., a California corporation

ITS: Manager

BY: _____

NAME: GREGORY P. LANSING

TITLE: PRESIDENT

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 1
Slope Easement
Page 1 of 2 Pages

That portion of Lot 1 of Tract No. 35000, in the City of Lake Elsinore, County of Riverside, State of California, as shown on the map filed in Book 446, Pages 88 through 105 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at the most northeasterly corner of said Lot 1; being the northerly terminus of that certain course having a bearing and distance of N 01°05'17" E 549.49(M) as shown on Sheet 6 of the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County;

Thence, along the easterly line of said Lot 1, S 01°05'17" W, a distance of 242.71 feet to the most northwesterly corner of Parcel A of Lot Line Adjustment No. 2911, as described in the Notice of Lot Line Adjustment recorded September 26, 1989 as Instrument Number 1989-330783 of Official Records of said County;

Thence, continuing along the easterly line of said Lot 1, S 01°05'17" W, a distance of 33.77 feet;

Thence, leaving said easterly line, N 56°58'11" W, a distance of 39.01 feet;

Thence, S 76°13'16" W, a distance of 44.09 feet to the True Point of Beginning;

Thence 1st, N 36°49'47" W, a distance of 90.90 feet to the beginning of a non-tangent curve to the left, concave southerly, the radial center of which bears S 07°32'41" W, a distance of 200.00 feet;

Thence 2nd, along said curve, through a central angle of 08°29'29", an arc distance of 29.64 feet;

Thence 3rd, tangent to last curve, S 89°03'12" W, a distance of 132.07 feet to the beginning of a tangent curve to the right, concave northerly, having a radius of 300.00 feet;

Thence 4th, along said curve, through a central angle of 09°43'24", an arc distance of 50.91 feet;

Thence 5th, tangent to last said curve, N 81°13'24" W, a distance of 1.84 feet to the beginning of a non-tangent curve to the left, concave easterly, the radial center of which bears S 59°43'59" E, a distance of 50.00 feet;

Thence 6th, along said curve, through a central angle of 67°05'48", an arc distance of 58.55 feet;

Thence 7th, tangent to last said curve, S 36°49'47" E, a distance of 150.85 feet to the beginning of a tangent curve to the left, concave northerly, having a radius of 70.00 feet;

Thence 8th, along said curve, through a central angle of 90°00'00", an arc distance of 109.96 feet;

Thence 9th, tangent to last said curve, N53°10'13" E, a distance of 85.00 feet to the beginning of a tangent curve to the left, concave westerly, having a radius of 45.00 feet;

Thence 10th, along said curve, through a central angle of 90°00'00", an arc distance of 70.69 feet to the True Point of Beginning.

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 1
Slope Easement
Page 2 of 2 Pages

Excepting therefrom the following portion:

Commencing at the easterly terminus of the 3rd course described above;

Thence, along said course S 89°03'12" W, a distance of 27.60 feet to the True Point of Beginning;

Thence 1st, continuing along said course, S 89°03'12" W, a distance of 104.48 feet to its westerly terminus, being the easterly terminus of the 4th course described above, and the beginning of a tangent curve to the right, concave northerly, having a radius of 300.00 feet;

Thence 2nd, along said course and said curve, through a central angle of 03°42'30", an arc distance of 19.42 feet;

Thence 3rd, leaving said course, S 36°49'47" E, a distance of 184.28 feet;

Thence 4th, N 53°10'13" E, a distance of 100.00 feet;

Thence 5th, N 36°49'47" W, a distance of 111.16 feet to the True Point of Beginning.

Containing 25,466 square feet, more less.

Notes

- The above legal description is based on the dimensions, information, and land references shown on the map filed in Book xxx, Pages xx through xx of Record of Surveys.
- Bearings and distances are referenced to the California Coordinate System, Zone 6 grid, NAD83(2011) CSRS Epoch 2017.50. To obtain ground level distances, multiply grid distances by 1.000081537.

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Justin P. Height, PLS 6167
06-XX-2021
Date



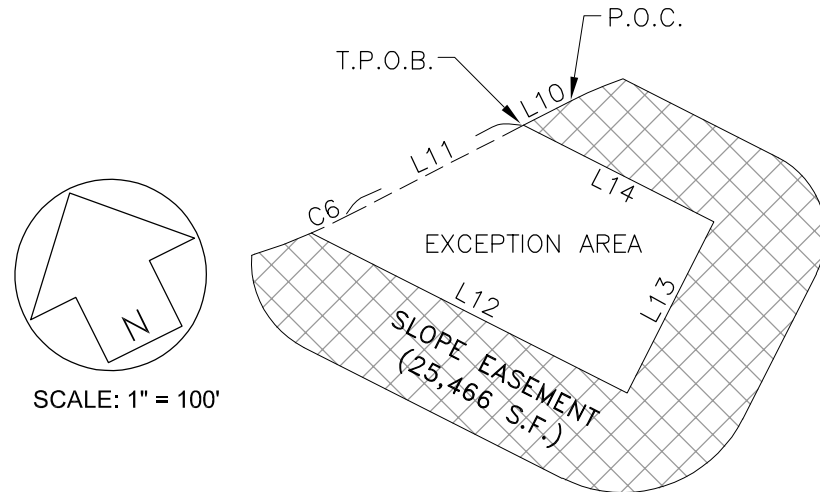
COURSE TABLE — EXTERIOR OF SLOPE EASEMENT

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 L2 S01°05'17"W 33.77 [TIE]
 L3 N56°58'11"W 39.01 [TIE]
 L4 S76°13'16"W 44.09 [TIE]
 L5 N36°49'47"W 90.90
 C1 R=200.00 D=08°29'28" L=29.64
 L6 S89°03'12"W 132.07
 C2 R=300.00 D=09°43'24" L=50.91
 L7 N81°13'24"W 1.84
 C3 R=50.00 D=67°05'48" L= 58.55
 L8 S36°49'47"E 150.85
 C4 R=70.00 D= 90°00'00" L=109.96
 L9 N53°10'13"E 85.00
 C5 R=45.00 D=90°00'00" L=70.69

RAD1 S07°32'41"W
 RAD2 S59°43'59"E

COURSE TABLE — EXCEPTION AREA

L10 S89°03'12"W 27.60 [TIE]
 L11 S89°03'12"W 104.48
 C6 R=300.00 D=03°42'30" L=19.42
 L12 S36°49'47"E 184.28
 L13 N53°10'13"E 100.00
 L14 N36°49'47"W 111.16



DETAIL OF EXCEPTION AREA
 SEE EASEMENT ON PAGE 2

NOTES

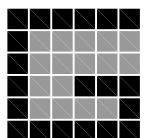
PLAT MAP IS BASED ON THE INFORMATION AND LAND REFERENCES SHOWN ON THE MAP FILED IN BOOK XXX, PAGES XX THROUGH XX OF RECORD OF SURVEYS.

BEARINGS AND DISTANCES ARE REFERENCED TO THE CALIFORNIA COORDINATE SYSTEM, ZONE 6 GRID, NAD83(2011) CSRS EPOCH 2017.50. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY GRID DISTANCES BY 1.000081537.



THIS PLAT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

06-XX-2021
 JUSTIN P. HEIGHT, PLS 6167 DATE

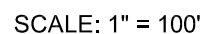


GUIDA
 SURVEYING INC.

Job No. 0618-00015 0618-00015 Plats.dwg

EXHIBIT B

PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 1
SLOPE EASEMENT
PAGE 1 OF 2 PAGES



LOT 8
TRACT NO. 35000
MB 446/88-105

P.O.C MOST NE'LY_
CORNER LOT 1

PARCEL C
LLA NO. 2911
INST NO. 1989-330783

 MOST NW'LY
CORNER PARCEL A

PARCEL A
LLA NO. 2911
INST NO.
1989-330783

EXCEPTION AREA
SEE DETAIL ON
PAGE 1

**SLOPE EASEMENT
(25.466 S.F.)**

**PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 1
SLOPE EASEMENT
PAGE 2 OF 2 PAGES**



Job No. 0618-00015 0618-00015 Plats.dwg

RECORDING REQUESTED BY

WHEN RECORDED RETURN TO:

City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530
Attn: City Clerk

Exempt from Recording Fee
Pursuant to Government Code Section 6103

Exempt from Documentary Tax
Pursuant to R&T Code 11922

Above Space for Recorder's Use

ROAD EASEMENT DEED

For valuable consideration, receipt of which is hereby acknowledged,

Alberhill Holdings, LLC, a California limited liability company ("GRANTOR")

Hereby grants to:

City of Lake Elsinore, a Municipal Corporation ("GRANTEE")

A permanent easement over, under, along and across the real property constituting a Roadway located in the City of Lake Elsinore, County of Riverside, State of California described on Exhibit "A" and shown on Exhibit "B" attached hereto and by reference made a part hereof (the "Easement Area") to allow for the maintenance of the road in order to prevent damage to the roadway and/or adjoining properties.

RESERVING TO GRANTOR FROM THE EASEMENT HEREBY GRANTED AND THE EASEMENT AREA (the "Servient Tenement"), a permanent and perpetual easement appurtenant in and to said Servient Tenement (the "Easement"), which Easement shall benefit and be appurtenant to Grantor's lands described on Exhibit "C" and shown on Exhibit "D" attached hereto and by reference made a part hereof (the "Dominant Tenement"), for flowage, drainage, flooding and discharge of surface and subsurface waters from the Dominant Tenement, in, on, to, over, under, across and through the Servient Tenement, in substantial conformity with and in quantities contemplated by that certain Preliminary Hydrologic Analysis for the Alberhill Villages Specific Plan dated April 2015 prepared by KWC Engineers and evaluated in that certain Final Environmental Impact Report (Sch No. 2012061046) for the Alberhill Villages Specific Plan Number 2010-02 certified on July 28, 2016 and in that certain Addendum to the Final Environmental Impact Report prepared for the Amended and Restated Alberhill Villages Specific Plan adopted by the City Council of the City of Lake Elsinore, California on February 28, 2017. The Easement hereby reserved shall run with the land as to both the Dominant Tenement and the Servient Tenement and all portions thereof, shall benefit the Dominant Tenement and each successive owner thereof during such owner's ownership and upon each person having any interest therein derived through any owner thereof, and shall burden and be binding upon the Servient Tenement and each successive

owner thereof during such owner's ownership and upon each person having any interest therein derived through any owner thereof.

FURTHER RESERVING TO GRANTOR FROM THE EASEMENT HEREBY GRANTED AND THE EASEMENT AREA, abutter's rights for ingress, egress, access and utilities to and from Temescal Canyon Road.

Grantee shall indemnify, defend and hold harmless Grantor for, from and against any and all claims, losses and liabilities (including reasonable attorneys' fees) arising from or in connection with, (i) Grantee's entry upon the Easement Area, and (ii) any improvements constructed on the Easement Area by Grantee or its agents and/or the acts or omissions on, about or relating to the Easement Area by Grantee, its elected officials, employees agents, contractors and/or other authorized representatives; except in the event of the sole negligence or willful misconduct of Grantor; provided however, any sole negligence or willful misconduct of Grantor will only affect Grantee's duty to indemnify for the specific act found to be sole negligence or willful misconduct, and will not preclude Grantee's duty to indemnify for any other act or omission of Grantee as required herein.

IN WITNESS WHEREOF, the Grantor hereto has caused this Road Easement Deed to be executed as of this _____ day of _____, 20__.

Alberhill Holdings, LLC, a California limited liability company

BY: Lansing Industries, Inc., a California corporation

ITS: Manager

BY: _____

NAME: GREGORY P. LANSING

TITLE: PRESIDENT

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 1
Road Easement
Page 1 of 2 Pages

That portion of Lot 1 of Tract No. 35000, in the City of Lake Elsinore, County of Riverside, State of California, as shown on the map filed in Book 446, Pages 88 through 105 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at the most northeasterly corner of said Lot 1; being the northerly terminus of that certain course having a bearing and distance of N 01°05'17" E 549.49(M) as shown on Sheet 6 of the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County;

Thence, along the easterly line of said Lot 1, S 01°05'17" W, a distance of 242.71 feet to the most northwesterly corner of Parcel A of Lot Line Adjustment No. 2911, as described in the Notice of Lot Line Adjustment recorded September 26, 1989 as Instrument Number 1989-330783 of Official Records of said County;

Thence, continuing along the easterly line of said Lot 1, S 01°05'17" W, a distance of 33.77 feet;

Thence, leaving said easterly line, N 56°58'11" W, a distance of 39.01 feet;

Thence, S 76°13'16" W, a distance of 44.09 feet;

Thence, N 36°49'47" W, a distance of 90.90 feet to the beginning of a non-tangent curve to the left, concave southerly, the radial center of which bears S 07°32'41" W, a distance of 200.00 feet;

Thence, along said curve, through a central angle of 08°29'29", an arc distance of 29.64 feet;

Thence, tangent to last said curve, S 89°03'12" W, a distance of 27.60 feet to the True Point of Beginning;

Thence 1st, S 89°03'12" W, a distance of 104.48 feet to the beginning of a tangent curve to the right, concave northerly, having a radius of 300.00 feet;

Thence 2nd, along said curve, through a central angle of 03°42'30", an arc distance of 19.42 feet;

Thence 3rd, S 36°49'47" E, a distance of 184.28 feet;

Thence 4th, N 53°10'13" E, a distance of 100.00 feet;

Thence 5th, N 36°49'47" W, a distance of 111.16 feet to the True Point of Beginning.

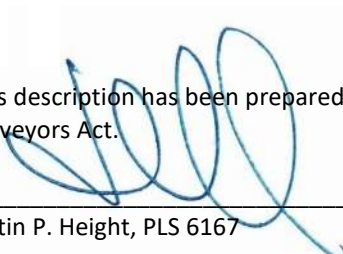
Containing 14,738 square feet, more less.

Notes

- The above legal description is based on the dimensions, information, and land references shown on the map filed in Book xxx, Pages xx through xx of Record of Surveys.
- Bearings and distances are referenced to the California Coordinate System, Zone 6 grid, NAD83(2011) CSRS Epoch 2017.50. To obtain ground level distances, multiply grid distances by 1.000081537.

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 1
Road Easement
Page 2 of 2 Pages

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Justin P. Height, PLS 6167

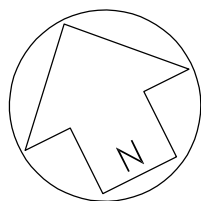
06-XX-2021

Date



L1 S01°05'17"W 242.71 [TIE]
 L2 S01°05'17"W 33.77 [TIE]
 L3 N56°58'11"W 39.01 [TIE]
 L4 S76°13'16"W 44.09 [TIE]
 L5 N36°49'47"W 90.90 [TIE]
 C1 R=200.00 D=08°29'29" L=29.64 [TIE]
 L6 S89°03'12"W 27.60 [TIE]
 L7 S89°03'12"W 104.48
 C6 R=300.00 D=03°42'30" L=19.42
 L8 S36°49'47"E 184.28
 L9 N53°10'13"E 100.00
 L10 N36°49'47"W 111.16

RAD1 S07°32'41"W

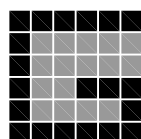


SCALE: 1" = 100'

NOTES

PLAT MAP IS BASED ON THE INFORMATION AND LAND REFERENCES SHOWN ON THE MAP FILED IN BOOK XXX, PAGES XX THROUGH XX OF RECORD OF SURVEYS.

BEARINGS AND DISTANCES ARE REFERENCED TO THE CALIFORNIA COORDINATE SYSTEM, ZONE 6 GRID, NAD83(2011) CSRS EPOCH 2017.50. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY GRID DISTANCES BY 1.000081537.



GUIDA
 SURVEYING INC.

Job No. 0618-00015 0618-00015 Plats.dwg

LOT 1
 TRACT NO. 35000
 MB 446/88-105

LOT 8
 TRACT NO. 35000
 MB 446/88-105

TEMESCAL

CANYON

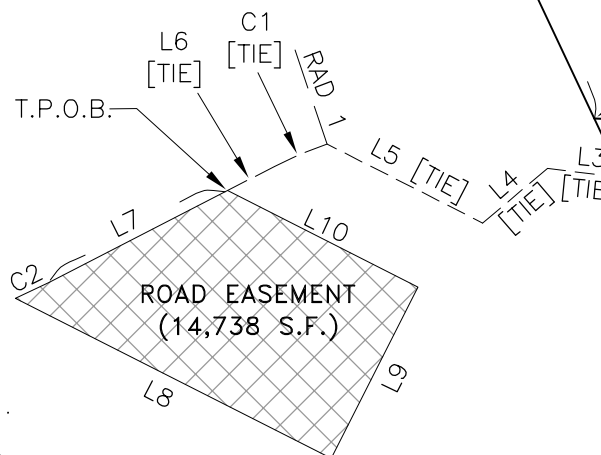
ROAD

P.O.C MOST NE'LY
 CORNER LOT 1

PARCEL C
 LLA NO. 2911
 INST NO. 1989-330783

MOST NW'LY
 CORNER PARCEL A

PARCEL A
 LLA NO. 2911
 INST NO.
 1989-330783



THIS PLAT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

06-XX-2021

JUSTIN P. HEIGHT, PLS 6167 DATE

EXHIBIT B

PLAT MAP
 TEMESCAL CANYON ROAD BRIDGE
 REPLACEMENT PROJECT
 PACIFIC CLAY PRODUCTS-LOT 1
 ROAD EASEMENT
 PAGE 1 OF PAGES

RECORDING REQUESTED BY

WHEN RECORDED RETURN TO:

City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530
Attn: City Clerk

Exempt from Recording Fee
Pursuant to Government Code Section 6103

Exempt from Documentary Tax
Pursuant to R&T Code 11922

Above Space for Recorder's Use

PUBLIC UTILITY EASEMENT DEED

For valuable consideration, receipt of which is hereby acknowledged,

Alberhill Holdings, LLC, a California limited liability company ("GRANTOR")

Hereby grants to:

City of Lake Elsinore, a Municipal Corporation ("GRANTEE")

A permanent easement over, under, along and across the real property constituting public utilities located in the City of Lake Elsinore, County of Riverside, State of California described on Exhibit "A" and shown on Exhibit "B" attached hereto and by reference made a part hereof (the "Easement Area") to allow for the maintenance of the public utilities in order to prevent damage to the public utilities and/or adjoining properties.

RESERVING TO GRANTOR FROM THE EASEMENT HEREBY GRANTED AND THE EASEMENT AREA (the "Servient Tenement"), a permanent and perpetual easement appurtenant in and to said Servient Tenement (the "Easement"), which Easement shall benefit and be appurtenant to Grantor's lands described on Exhibit "C" and shown on Exhibit "D" attached hereto and by reference made a part hereof (the "Dominant Tenement"), for flowage, drainage, flooding and discharge of surface and subsurface waters from the Dominant Tenement, in, on, to, over, under, across and through the Servient Tenement, in substantial conformity with and in quantities contemplated by that certain Preliminary Hydrologic Analysis for the Alberhill Villages Specific Plan dated April 2015 prepared by KWC Engineers and evaluated in that certain Final Environmental Impact Report (Sch No. 2012061046) for the Alberhill Villages Specific Plan Number 2010-02 certified on July 28, 2016 and in that certain Addendum to the Final Environmental Impact Report prepared for the Amended and Restated Alberhill Villages Specific Plan adopted by the City Council of the City of Lake Elsinore, California on February 28, 2017. The Easement hereby reserved shall run with the land as to both the Dominant Tenement and the Servient Tenement and all portions thereof, shall benefit the Dominant Tenement and each successive owner thereof during such owner's ownership and upon each person having any interest therein derived through any owner thereof, and shall burden and be binding upon the Servient Tenement and each successive

owner thereof during such owner's ownership and upon each person having any interest therein derived through any owner thereof.

FURTHER RESERVING TO GRANTOR FROM THE EASEMENT HEREBY GRANTED AND THE EASEMENT AREA, abutter's rights for ingress, egress, access and utilities to and from Temescal Canyon Road.

Grantee shall indemnify, defend and hold harmless Grantor for, from and against any and all claims, losses and liabilities (including reasonable attorneys' fees) arising from or in connection with, (i) Grantee's entry upon the Easement Area, and (ii) any improvements constructed on the Easement Area by Grantee or its agents and/or the acts or omissions on, about or relating to the Easement Area by Grantee, its elected officials, employees agents, contractors and/or other authorized representatives; except in the event of the sole negligence or willful misconduct of Grantor; provided however, any sole negligence or willful misconduct of Grantor will only affect Grantee's duty to indemnify for the specific act found to be sole negligence or willful misconduct, and will not preclude Grantee's duty to indemnify for any other act or omission of Grantee as required herein.

IN WITNESS WHEREOF, the Grantor hereto has caused this Public Utility Easement Deed to be executed as of this _____ day of _____, 20__.

Alberhill Holdings, LLC, a California limited liability company

BY: Lansing Industries, Inc., a California corporation

ITS: Manager

BY: _____
NAME: GREGORY P. LANSING
TITLE: PRESIDENT

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products
EVMWD Easement
Page 1 of 1 Pages

Those portions of Parcel C and Parcel D of Lot Line Adjustment No. 16-973, in the City of Lake Elsinore, County of Riverside, State of California, as described in the Notice of Lot Line Adjustment recorded October 11, 2016 as Instrument Number 2016-0443756 of Official Records in the office of the County Recorder of said County, lying within a twenty (20.00) foot wide strip, the centerline of which is described as follows:

Commencing at an angle point the northerly line of said Parcel C, being the northwesterly terminus of that certain course having a bearing and distance of N 55°23'04"W 167.99 feet(M) as shown on Detail H, Sheet 6 of the map filed in Book 153, Pages 21 through 26 of Records of Survey in the Office of the County Recorder of said County;

Thence, S 36°33'32" E 309.48 feet to the True Point of Beginning;

Thence 1st, N 33°10'21" E, a distance of 144.60 feet;

Thence 2nd, S 54°18'57" E, a distance of 383.55 feet;

Thence 3rd, S 61°53'13" E, a distance of 223.74 feet;

Thence 4th, S 74°06'10" E, a distance of 141.26 feet;

Thence 5th, S 41°03'41" E, a distance of 81.20 feet.

Excepting from said twenty foot wide strip any portion lying within the future fee title transfer to the City of Lake Elsinore for road purposes and the future fee title transfer to the City of Lake Elsinore for slope purposes.

Containing 2,643 square feet, more or less. (Part A)

Containing 3,969 square feet, more or less. (Part B)

All as more particularly shown on Exhibit B, attached hereto and made a part hereof.

Notes

- The above legal description is based on the dimensions, information, and land references shown on the map filed in Book 153 Pages 21 through 26 of Record of Surveys.
- Bearings and distances are referenced to the California Coordinate System, Zone 6 grid, NAD83(2011) CSRS Epoch 2017.50. To obtain ground level distances, multiply grid distances by 1.000081537.

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Justin P. Height, PLS 6167

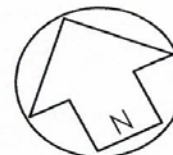
9-21-2020
Date



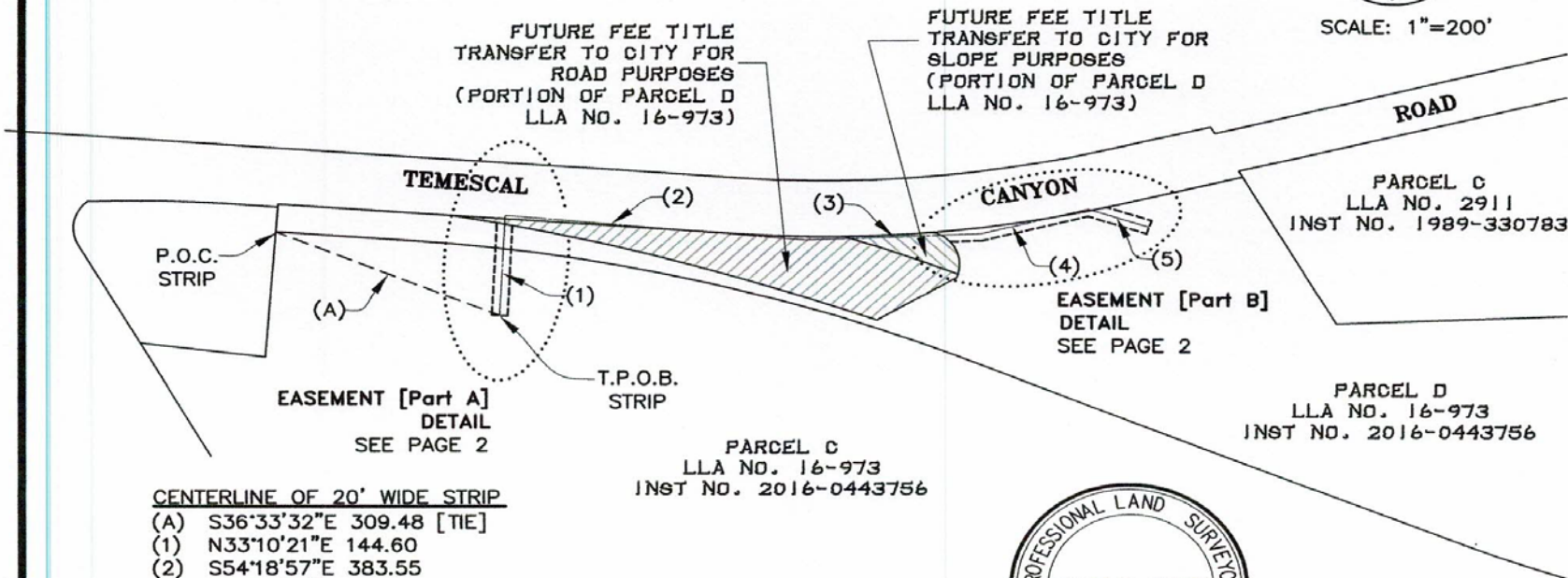
NOTES

PLAT MAP IS BASED ON THE INFORMATION AND LAND REFERENCES SHOWN ON THE MAP FILED IN BOOK 153, PAGES 21 THROUGH 26 OF RECORD OF SURVEYS.

BEARINGS AND DISTANCES ARE REFERENCED TO THE CALIFORNIA COORDINATE SYSTEM, ZONE 6 GRID, NAD83(2011) CSRS EPOCH 2017.50. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY GRID DISTANCES BY 1.000081537.

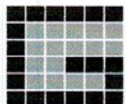


SCALE: 1"=200'



CENTERLINE OF 20' WIDE STRIP

- (A) S36°33'32"E 309.48 [TIE]
- (1) N33°10'21"E 144.60
- (2) S54°18'57"E 383.55
- (3) S61°53'13"E 223.74
- (4) S74°06'10"E 141.26
- (5) S41°03'41"E 81.20



GUIDA SURVEYING INC.

424 E. VANDERBILT WAY, SUITE B
SAN BERNARDINO, CALIFORNIA 92408
TOLL FREE 1.855.90GUIDA
WWW.GUIDAINC.COM

Job No. 0618-00015 EVMWD Plats.dwg

THIS PLAT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

JUSTIN P. HEIGHT, PLS 6167



3-21-2020

DATE

EXHIBIT B

PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS
EVMWD EASEMENT
PAGE 1 OF 2 PAGES

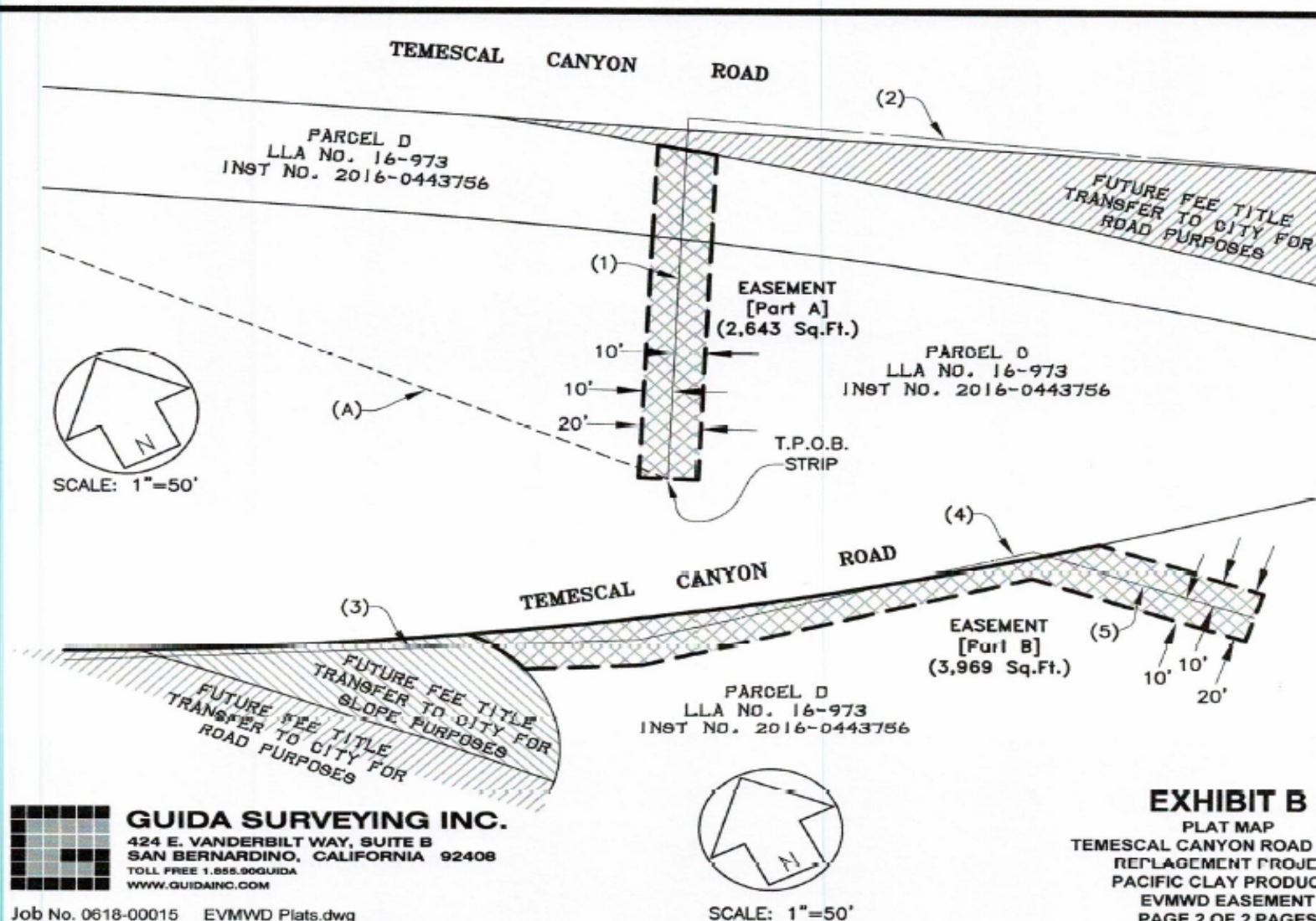


EXHIBIT B

PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS
EVMWD EASEMENT
PAGE 2 OF 2 PAGES

RECORDING REQUESTED BY

WHEN RECORDED RETURN TO:

City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530
Attn: City Clerk

Exempt from Recording Fee
Pursuant to Government Code Section 6103

Exempt from Documentary Tax
Pursuant to R&T Code 11922

Above Space for Recorder's Use

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt of which is hereby acknowledged,

Alberhill Holdings, LLC, a California limited liability company ("GRANTOR")

Hereby grants to:

City of Lake Elsinore, a Municipal Corporation ("GRANTEE")

A temporary easement for purposes incidental to the construction of improvements to be constructed on property located [adjacent to the TCE Area]in, on, over and across that certain real property in the City of Lake Elsinore, County of Riverside, State of California, described on Exhibit "A" and shown on Exhibit "B" attached hereto and by reference made a part hereof (the "TCE Area").

RESERVING TO GRANTOR FROM THE EASEMENT HEREBY GRANTED AND THE TCE AREA (the "Servient Tenement"), a permanent and perpetual easement appurtenant in and to said Servient Tenement (the "Easement"), which Easement shall benefit and be appurtenant to Grantor's lands described on Exhibit "C" and shown on Exhibit "D" attached hereto and by reference made a part hereof (the "Dominant Tenement"), for flowage, drainage, flooding and discharge of surface and subsurface waters from the Dominant Tenement, in, on, to, over, under, across and through the Servient Tenement, in substantial conformity with and in quantities contemplated by that certain Preliminary Hydrologic Analysis for the Alberhill Villages Specific Plan dated April 2015 prepared by KWC Engineers and evaluated in that certain Final Environmental Impact Report (Sch No. 2012061046) for the Alberhill Villages Specific Plan Number 2010-02 certified on July 28, 2016 and in that certain Addendum to the Final Environmental Impact Report prepared for the Amended and Restated Alberhill Villages Specific Plan adopted by the City Council of the City of Lake Elsinore, California on February 28, 2017. The Easement hereby reserved shall run with the land as to both the Dominant Tenement and the Servient Tenement and all portions thereof, shall benefit the Dominant Tenement and each successive owner thereof during such owner's ownership and upon each person having any interest therein derived through any owner thereof, and shall burden and be binding upon the Servient Tenement and each successive

owner thereof during such owner's ownership and upon each person having any interest therein derived through any owner thereof.

FURTHER RESERVING TO GRANTOR FROM THE EASEMENT HEREBY GRANTED AND THE TCE AREA, abutter's rights for ingress, egress, access and utilities to and from Temescal Canyon Road.

The term of said temporary construction easement shall be for a period of thirty (30) months (the "Term"). Upon the expiration of the Term, (i) Grantee shall vacate the TCE Area and restore the TCE Area to the condition thereof existing as of the Effective Date, (ii) the temporary construction easement shall automatically terminate and become null, void and of no further force or effect, and (iii) this grant of temporary construction easement shall be removed from record title to the TCE Area without further action on the part of Grantor or Grantee.

Grantee shall indemnify, defend and hold harmless Grantor for, from and against any and all claims, losses and liabilities (including reasonable attorneys' fees) arising from or in connection with, (i) Grantee's entry upon the TCE Area, and (ii) the acts or omissions on, about or relating to the TCE Area by Grantee, its elected officials, employees agents, contractors and/or other authorized representatives; except in the event of the sole negligence or willful misconduct of Grantor; provided however, any sole negligence or willful misconduct of Grantor will only affect Grantee's duty to indemnify for the specific act found to be sole negligence or willful misconduct, and will not preclude Grantee's duty to indemnify for any other act or omission of Grantee as required herein.

IN WITNESS WHEREOF, the Grantor hereto has caused this Temporary Construction Easement to be executed as of this _____ day of _____, 20__ (the "Effective Date").

Alberhill Holdings, LLC, a California limited liability company

BY: Lansing Industries, Inc., a California corporation

ITS: Manager

BY: _____
NAME: GREGORY P. LANSING
TITLE: PRESIDENT

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 1
Temporary Construction Easement
Page 1 of 2 Pages

That portion of Lot 1 of Tract No. 35000, in the City of Lake Elsinore, County of Riverside, State of California, as shown on the map filed in Book 446, Pages 88 through 105 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at the most northeasterly corner of said Lot 1; being the northerly terminus of that certain course having a bearing and distance of N 01°05'17" E 549.49(M) as shown on Sheet 6 of the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County;

Thence, along the easterly line of said Lot 1, S 01°05'17" W, a distance of 242.71 feet to the most northwesterly corner of Parcel A of Lot Line Adjustment No. 2911, as described in the Notice of Lot Line Adjustment recorded September 26, 1989 as Instrument Number 1989-330783 of Official Records of said County;

Thence, continuing along the easterly line of said Lot 1, S 01°05'17" W, a distance of 33.77 feet;

Thence, leaving said easterly line, N 56°58'11" W, a distance of 29.46 feet to the True Point of Beginning;

Thence 1st, N 56°58'11" W, a distance of 9.55 feet;

Thence 2nd, S 76°13'16" W, a distance of 44.09 feet to the beginning of a non-tangent curve to the right, concave westerly, the radial center of which bears S 53°10'13" W, a distance of 45.00 feet;

Thence 3rd, along said curve, through a central angle of 90°00'00", an arc distance of 70.69 feet;

Thence 4th, tangent to last said curve, S 53°10'13" W, a distance of 85.00 feet to the beginning of a tangent curve to the right, concave northerly, having a radius of 70.00 feet;

Thence 5th, along said curve, through a central angle of 90°00'00", an arc distance of 109.96 feet;

Thence 6th, tangent to last said curve, N 36°49'47" W, a distance of 150.85 feet to the beginning of a non-tangent curve to the right, concave northeasterly, the radial center of which bears N 20°31'00" E, a distance of 600.00 feet;

Thence 7th, along said curve, through a central angle of 02°31'48", and arc distance of 26.49 feet to a point on the westerly line of said Lot 1, being the beginning of a non-tangent curve to the right, concave southwesterly, the radial center of which bears S 67°50'26" W, a distance of 1439.88 feet;

Thence 8th, along said westerly line, and along said curve, through a central angle of 00°11'16", an arc distance of 4.72 feet to its intersection with a line parallel with, and lying 15.00 feet southwesterly of, the line described in the 6th course above;

Thence 9th, leaving said westerly line, and along said parallel line, S 36°49'47" E, a distance of 168.90 feet to the beginning of a tangent curve to the left, concave northerly, having a radius of 85.00 feet, and being concentric with the curve described in the 5th course above;

Thence 10th, along said curve, through a central angle of 90°00'00", an arc distance of 133.52 feet;

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 1
Temporary Construction Easement
Page 2 of 2 Pages

Thence 11th, tangent to last said curve, N 53°10'13" E, a distance of 147.56 feet;

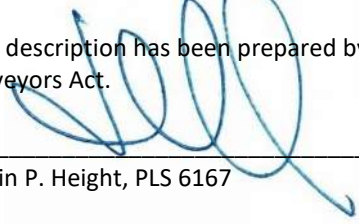
Thence 12th, N 01°05'17" E, a distance of 42.80 feet to the True Point of Beginning.

Containing 8,417 square feet, more less.

Notes

- The above legal description is based on the dimensions, information, and land references shown on the map filed in Book xxx, Pages xx through xx of Record of Surveys.
- Bearings and distances are referenced to the California Coordinate System, Zone 6 grid, NAD83(2011) CSRS Epoch 2017.50. To obtain ground level distances, multiply grid distances by 1.000081537.

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Justin P. Height, PLS 6167

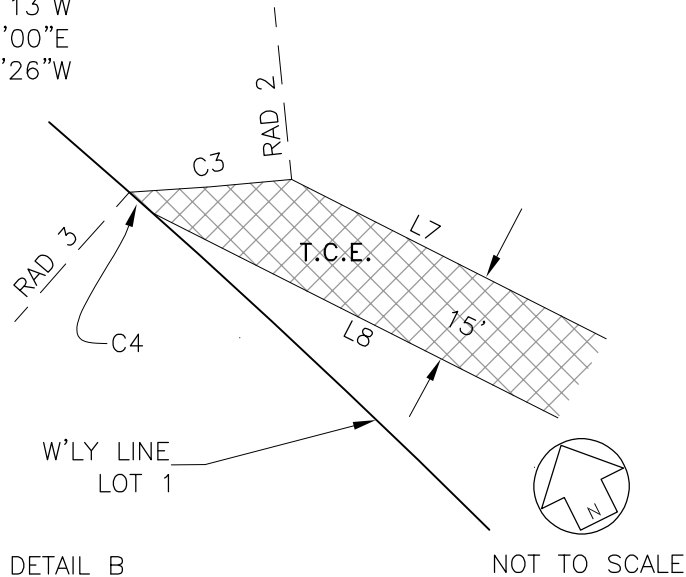
06-XX-2021

Date



L1 S01°05'17"W 242.71 [TIE]
 L2 S01°05'17"W 33.77 [TIE]
 L3 N56°58'11"W 29.46 [TIE]
 L4 N56°58'11"W 9.55
 L5 S76°13'16"W 44.09
 C1 R=45.00 D=90°00'00" L=70.69
 L6 S53°10'13"W 85.00
 C2 R=70.00 D=90°00'00" L=109.96
 L7 N36°49'47"W 150.85
 C3 R=600.00 D=02°31'48" L=26.49
 C4 R=1439.88 D=00°11'16" L=4.72
 L8 S36°49'47"E 168.90
 C5 R=85.00 D=90°00'00" L=133.52
 L9 N53°10'13"E 147.56
 L10 N01°05'17"E 42.80

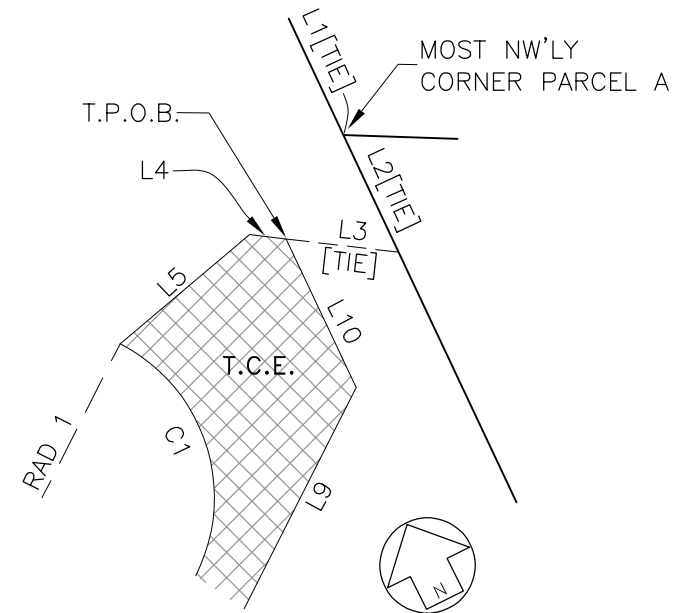
RAD1 S53°10'13"W
 RAD2 N20°31'00"E
 RAD3 S67°50'26"W



NOTES

PLAT MAP IS BASED ON THE
 INFORMATION AND LAND REFERENCES
 SHOWN ON THE MAP FILED IN BOOK
 XXX, PAGES XX THROUGH XX OF
 RECORD OF SURVEYS.

BEARINGS AND DISTANCES ARE
 REFERENCED TO THE CALIFORNIA
 COORDINATE SYSTEM, ZONE 6 GRID,
 NAD83(2011) CSRS EPOCH 2017.50.
 TO OBTAIN GROUND LEVEL DISTANCES,
 MULTIPLY GRID DISTANCES BY
 1.000081537.



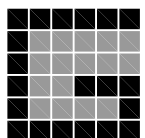
DETAIL A

NOT TO SCALE



EXHIBIT B

PLAT MAP
 TEMESCAL CANYON ROAD BRIDGE
 REPLACEMENT PROJECT
 PACIFIC CLAY PRODUCTS-LOT 1
 TEMPORARY CONSTRUCTION EASEMENT
 PAGE 1 OF 2 PAGES

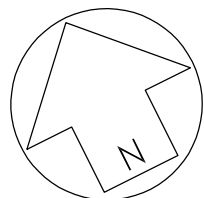


GUIDA
 SURVEYING INC.

Job No. 0618-00015 0618-00015 Plats.dwg

THIS PLAT HAS BEEN PREPARED BY ME, OR
 UNDER MY DIRECTION, IN CONFORMANCE WITH
 THE PROFESSIONAL LAND SURVEYORS ACT.

06-XX-2021
 JUSTIN P. HEIGHT, PLS 6167 DATE



SCALE: 1" = 100'

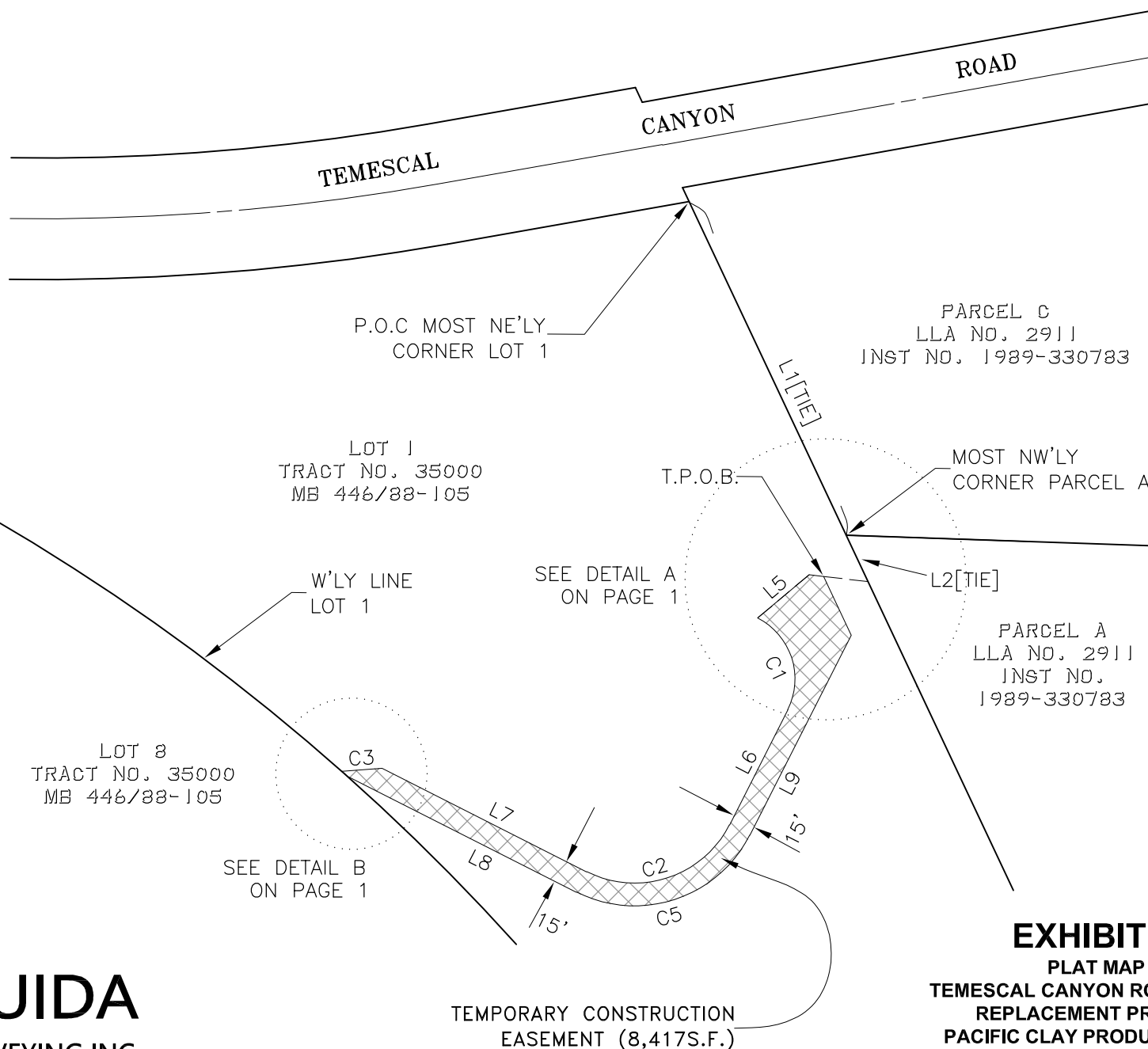


EXHIBIT B

PLAT MAP

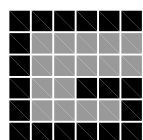
TEMESCAL CANYON ROAD BRIDGE

REPLACEMENT PROJECT

PACIFIC CLAY PRODUCTS-LOT 1

TEMPORARY CONSTRUCTION EASEMENT

PAGE 2 OF 2 PAGES



GUIDA
SURVEYING INC.

Job No. 0618-00015 0618-00015 Plats.dwg

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 8
Temporary Construction Easement
Page 1 of 2 Pages

That portion of Lot 8 of Tract No. 35000, in the City of Lake Elsinore, County of Riverside, State of California, as shown on the map filed in Book 446, Pages 88 through 105 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at the most northerly corner of said Lot 8, being the northwesterly terminus of that certain course having a bearing and distance of N 55°23'04" W 584.08 feet(M) as shown on Detail H, Sheet 6 of the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County;

Thence, along the northeasterly line of Lot 8, being also the southwesterly line of Temescal Canyon Road, S 55°23'04" E, a distance of 584.08 feet to an angle point in said northeasterly line of Lot 8;

Thence, continuing along said northeasterly line, S 34°33'45" W, a distance of 76.88 feet to an angle point in said northeasterly line, being also the beginning of a non-tangent curve, concave southwesterly, the radial center of which bears S 47°36'43" W, a distance of 1439.88 feet;

Thence, continuing along said northeasterly line, and along said curve, through a central angle of 20°13'43", an arc distance of 508.36 feet the beginning of a non-tangent curve to the right, concave northeasterly, the radial center of which bears N 23°02'48" E, a distance of 600.00 feet;

Thence, leaving said northeasterly line, and along last said curve, through a central angle of 32°12'31", an arc distance of 337.29 feet;

Thence, N 80° 33' 53" W, a distance of 120.68 feet;

Thence, N 71° 40' 21" W, a distance of 222.64 feet;

Thence, N 23° 33' 42" E, a distance of 88.29 feet;

Thence, N 65° 37' 03" W, a distance of 62.63 feet;

Thence, N 28° 37' 00" E, a distance of 117.85 feet;

Thence, N 33° 10' 21" E, a distance of 25.87 feet to the True Point of Beginning;

Thence 1st, N52° 41' 48"W, a distance of 69.52 feet;

Thence 2nd, N30° 36' 51"E, a distance of 101.25 feet to a point on the southwesterly line of the public road easement as described in the Irrevocable Offer of Dedication recorded October 29, 2015 as Document No. 2015-0475055 of Official Records;

Thence 3rd, along said southwesterly line, S55° 23' 04"E, a distance of 33.83 feet to beginning of the curve in said southwesterly line, being the beginning of a tangent curve to the right, concave southwesterly, having a radius of 1439.88 feet;

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Pacific Clay Products – Lot 8
Temporary Construction Easement
Page 2 of 2 Pages

Thence 4th, continuing along said southwesterly line, and along said curve, through a central angle 01° 35' 41", an arc distance of 40.08 feet to its intersection with the northeasterly prolongation of the course described above as "N 33° 10' 21" E, a distance of 25.87 feet";

Thence 5th, leaving said southwesterly line, and along said prolongation, S 33° 10' 21" W, a distance of 103.74 feet to the True Point of Beginning.

Containing 7,340 square feet, more or less.

Notes

- The above legal description is based on the dimensions, information, and land references shown on the map filed in Book xxx, Pages xx through xx of Record of Surveys.
- Bearings and distances are referenced to the California Coordinate System, Zone 6 grid, NAD83(2011) CSRS Epoch 2017-50. To obtain ground level distances, multiply grid distances by 1.000081537.

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Justin P. Height, PLS 6167

06-XX-2021

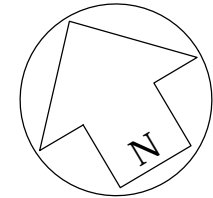
Date



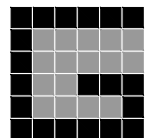
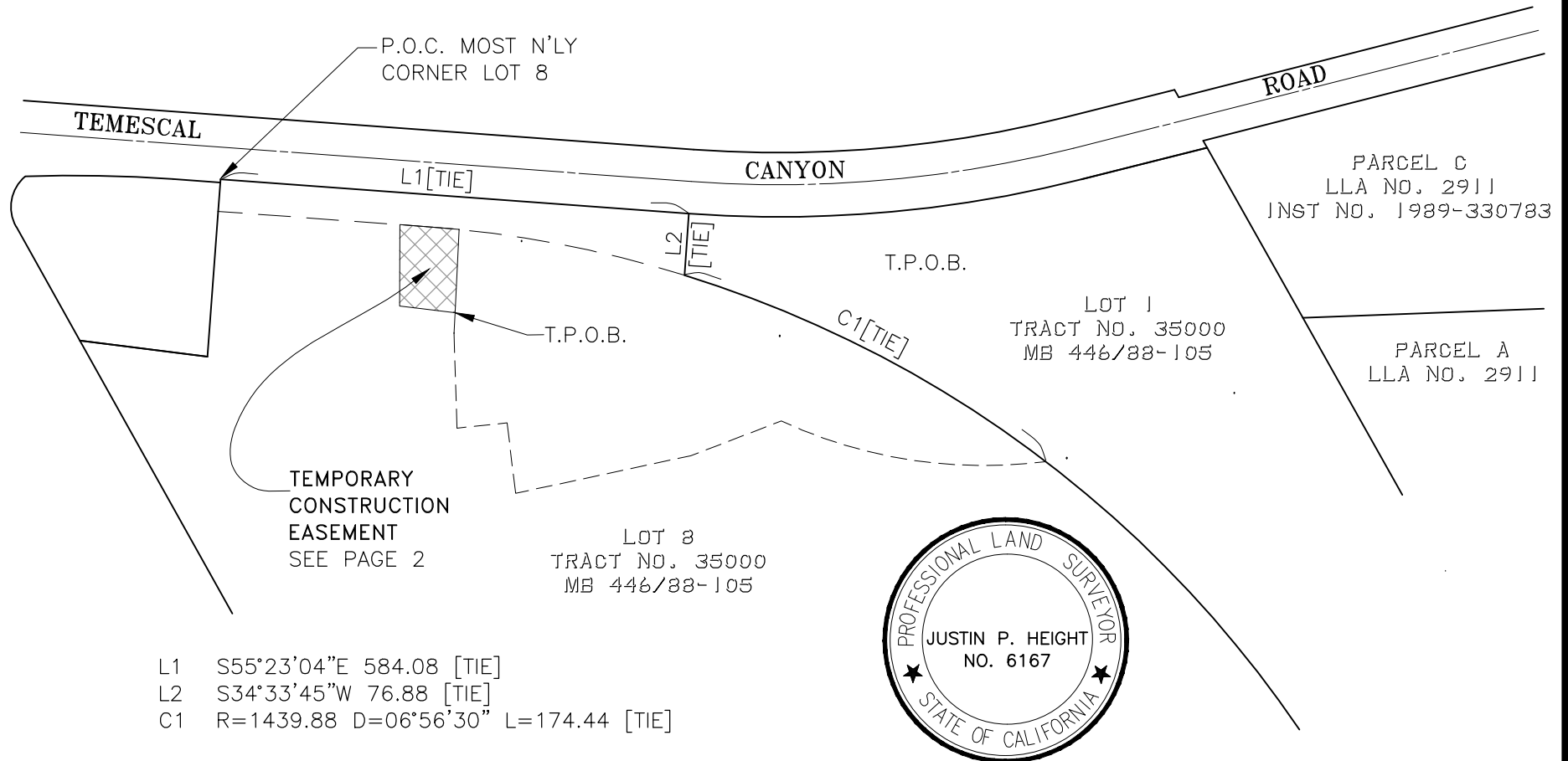
NOTES

PLAT MAP IS BASED ON THE INFORMATION AND LAND REFERENCES SHOWN ON THE MAP FILED IN BOOK XXX, PAGES XX THROUGH XX OF RECORD OF SURVEYS.

BEARINGS AND DISTANCES ARE REFERENCED TO THE CALIFORNIA COORDINATE SYSTEM, ZONE 6 GRID, NAD83(2011) CSRS EPOCH 2017.50. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY GRID DISTANCES BY 1.000081537.



SCALE: 1" = 200'



GUIDA
SURVEYING INC.

Job No. 0618-00015 0618-00015 Plats.dwg

THIS PLAT HAS BEEN PREPARED BY ME, OR
UNDER MY DIRECTION, IN CONFORMANCE WITH
THE PROFESSIONAL LAND SURVEYORS ACT.

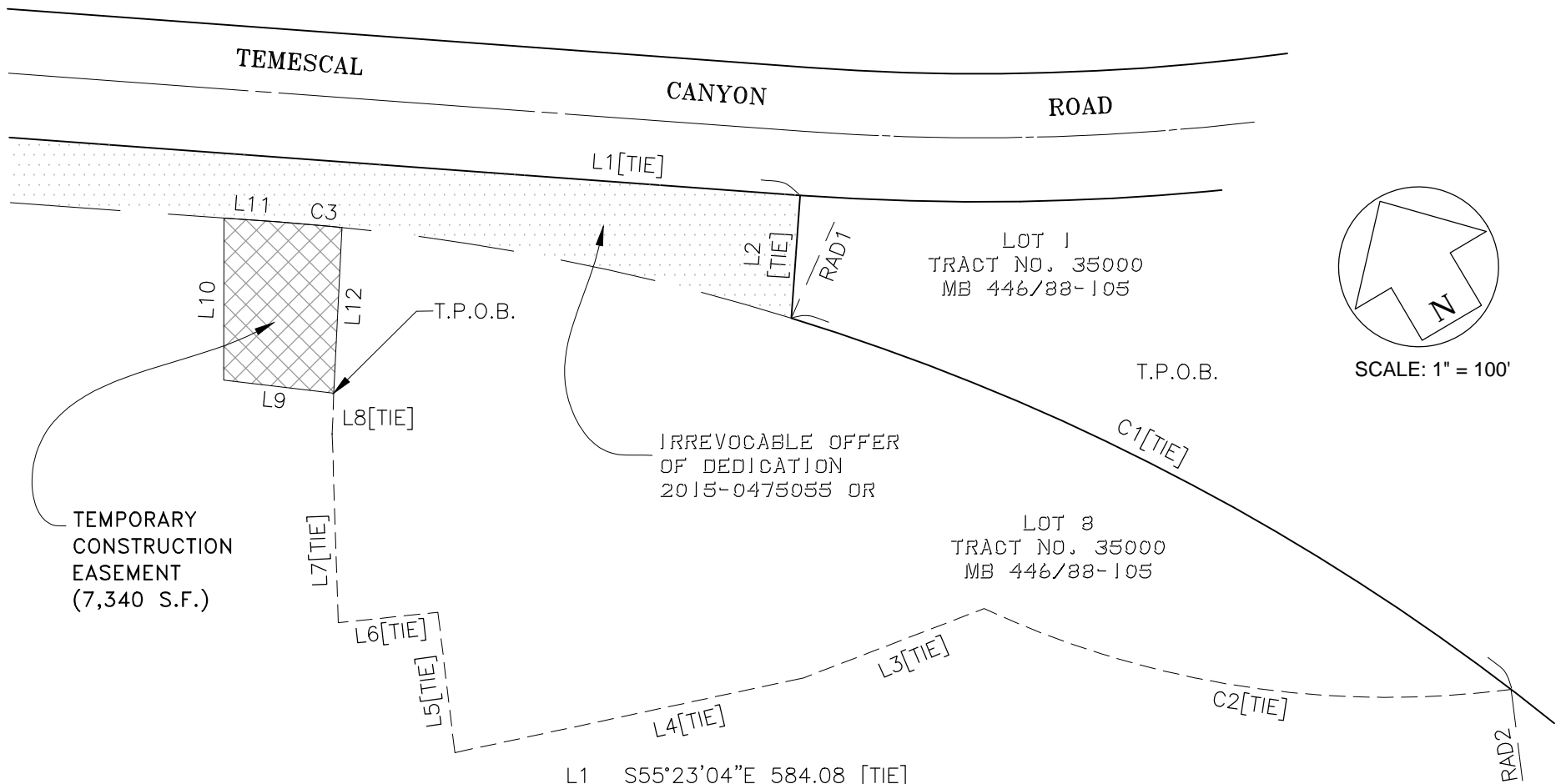
JUSTIN P. HEIGHT, PLS 6167

06-XX-2021

DATE

EXHIBIT B

PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 8
TEMPORARY CONSTRUCTION EASEMENT
PAGE 1 OF 2 PAGES



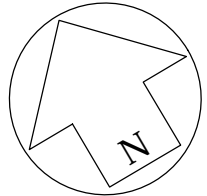
TEMPORARY
CONSTRUCTION
EASEMENT
(7,340 S.F.)

RAD1 S47°36'43"W
RAD2 N23°02'48"E

IRREVOCABLE OFFER
OF DEDICATION
2015-0475055 OR

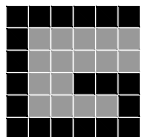
LOT 1
TRACT NO. 35000
MB 446/88-105

LOT 8
TRACT NO. 35000
MB 446/88-105



SCALE: 1" = 100'

- L1 S55°23'04"E 584.08 [TIE]
- L2 S34°33'45"E 60.93 [TIE]
- C1 R=1439.88 D=20°13'43" L=508.36 [TIE]
- C2 R=600.00 D=3212'31" L=337.29 [TIE]
- L3 N80°33'53"W 120.68 [TIE]
- L4 N71°40'21"W 222.64 [TIE]
- L5 N23°33'42"E 88.29 [TIE]
- L6 N65°37'03"W 62.63 [TIE]
- L7 N28°37'00"E 117.85 [TIE]
- L8 N33°10'21"E 25.87 [TIE]
- L9 N52°41'48"W 69.52
- L10 N30°36'51"E 101.25
- L11 S55°23'04"E 33.83
- C3 R=1439.88 D=01°35'41" L=40.08
- L12 S33°10'21"W 103.74



GUIDA
SURVEYING INC.

Job No. 0618-00015 0618-00015 Plats.dwg

EXHIBIT B
PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
PACIFIC CLAY PRODUCTS-LOT 8
TEMPORARY CONSTRUCTION EASEMENT
PAGE 2 OF 2 PAGES

**EXHIBIT “E” TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

AGREEMENTS AFFECTING THE PROPERTY INTERESTS

1. Any and all agreements disclosed by the Title Policy to be provided by Title Company to Buyer as referenced in Section 2.2(a) of this Agreement.
2. If and to the extent affecting the Property Interests, Reclamation Plan RP-112.
3. The SCE Settlement Agreement and Easement Deeds, as referenced in Section 2.2(b) of this Agreement.
4. The Real Property and Mining Lease Agreement, between Seller and Pacific Clay Products, Inc. dated October 3, 2022.

ADDENDUM 1
CONSTRUCTION ACTIVITIES

Seller:

As set forth in Section 4.1 of the Agreement, the compensation being paid to Seller includes the value for Seller to relocate the following improvements located on the Property:

- **Pursuant to Murrieta Development, Inc, bid dated July 26, 2022 included herein as Addendum 1-i:**
 - **3 Inch, 4 inch and 8 inch water lines as depicted on the Water Exhibit dated 10-07-20 included herein as Addendum 1-ii**
 - **4 inch sewer line as depicted on the Sewer Exhibit dated 10-07-20 and included herein as Addendum 1-iii**

Buyer:

Upon the recordation of the temporary construction easement, Buyer shall have the right to complete the following improvements that will be impacted and completed by the Buyer's Project Contractor:

- **Relocation of 30 inch EVMWD waterline within the Project limits**
- **Installation of new chain link fence along the edge of the acquisition area as depicted on the Fence Location and Layout Details Exhibits included herein as Addendum 1-iv and 1-v, respectively.**

ADDENDUM 1-i

Murrieta Development, Inc, bid dated July 26, 2022

[see attached]

General Engineering Contractor

42540 Rio Nedo Rd, Temecula CA 92590

Ph: (951) -719-1680

Fax: (951) -719-1680

License: 558592



To:	KWC ENGINEERS	Contact:	VICTOR ELIA, PE
Address:	1880 COMPTON AVE CORONA, CA 92881 USA	Phone:	(951) 734-2130
		Fax:	
Project Name:	4683_KWC_PAC CLAY BRIDGE UTILITY RELOCATION ROM	Bid Number:	5922
Project Location:	PACIFIC CLAY SITE, LAKE ELSINORE, CA	Bid Date:	7/26/2022

THIS PROPOSAL IS BEING PROVIDED AS A ROUGH ORDER OF MAGNITUDE, DUE TO SCOPE AMBIGUITY THIS WORK WOULD NEED TO BE PERFORMED ON A T&M BASIS USING THE LABOR AND EQUIPMENT RATES PROVIDED.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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CLEAR, GRUB AND POTHOLE

	LA - SUPERINTENDENT (PREVAILING WAGE)	4.00	HR	\$100.00	\$400.00
	LA - FOREMAN (PREVAILING WAGE)	16.00	HR	\$95.00	\$1,520.00
	LA - OPERATOR (PREVAILING WAGE)	16.00	HR	\$95.00	\$1,520.00
	LA - TEAMSTER (PREVAILING WAGE)	8.00	HR	\$76.00	\$608.00
	LA - PIPE LAYER (PREVAILING WAGE)	16.00	HR	\$74.00	\$1,184.00
	LA - LABORER (PREVAILING WAGE)	16.00	HR	\$71.00	\$1,136.00
	HE - 426 BACKHOE	16.00	HR	\$94.00	\$1,504.00
	TR - SUPER 10 DUMP TRUCK	16.00	HR	\$110.00	\$1,760.00
	TR - CREW TRUCK	16.00	HR	\$40.00	\$640.00
	SU - DUMP FEES	1.00	LS	\$410.00	\$410.00

Total Price for above CLEAR, GRUB AND POTHOLE Items: \$10,682.00

RELOCATE ~120' OF 3" WATER

	LA - SUPERINTENDENT (PREVAILING WAGE)	4.00	HR	\$95.00	\$380.00
	LA - FOREMAN (PREVAILING WAGE)	16.00	HR	\$89.00	\$1,424.00
	LA - OPERATOR (PREVAILING WAGE)	16.00	HR	\$89.00	\$1,424.00
	LA - PIPE LAYER (PREVAILING WAGE)	16.00	HR	\$69.50	\$1,112.00
	LA - LABORER (PREVAILING WAGE)	16.00	HR	\$66.50	\$1,064.00
	HE - 426 BACKHOE	16.00	HR	\$94.00	\$1,504.00
	TR - CREW TRUCK	16.00	HR	\$40.00	\$640.00
	MA - 3" SCH 80 PIPE	120.00	LF	\$9.36	\$1,123.20
	MA - 3" COMPRESSION STYLE REPAIR CPLGS	2.00	EACH	\$44.50	\$89.00
	MA - SE 30 SAND	25.00	TON	\$18.50	\$462.50

Total Price for above RELOCATE ~120' OF 3" WATER Items: \$9,222.70

RELOCATE ~140' OF 4" WATER

	LA - SUPERINTENDENT (PREVAILING WAGE)	6.00	HR	\$95.00	\$570.00
	LA - FOREMAN (PREVAILING WAGE)	24.00	HR	\$89.00	\$2,136.00
	LA - OPERATOR (PREVAILING WAGE)	24.00	HR	\$89.00	\$2,136.00

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	LA - PIPE LAYER (PREVAILING WAGE)	24.00	HR	\$69.50	\$1,668.00
	LA - LABORER (PREVAILING WAGE)	24.00	HR	\$66.50	\$1,596.00
	HE - 426 BACKHOE	24.00	HR	\$94.00	\$2,256.00
	TR - CREW TRUCK	24.00	HR	\$40.00	\$960.00
	MA - 4" C900 PVC	140.00	LF	\$11.15	\$1,561.00
	MA - 4" PXP RESTRAINTS	10.00	EACH	\$64.00	\$640.00
	MA - 4" COMPRESSION STYLE REPAIR CPLGS	4.00	EACH	\$56.80	\$227.20
	MA - SE 30 SAND	30.00	TON	\$18.50	\$555.00
Total Price for above RELOCATE ~140' OF 4" WATER Items:					\$14,305.20

RELOCATE ~600' 8" C900 WATER

	LA - SUPERINTENDENT (PREVAILING WAGE)	8.00	HR	\$100.00	\$800.00
	LA - FOREMAN (PREVAILING WAGE)	40.00	HR	\$95.00	\$3,800.00
	LA - OPERATOR (PREVAILING WAGE)	40.00	HR	\$95.00	\$3,800.00
	LA - PIPE LAYER (PREVAILING WAGE)	40.00	HR	\$74.00	\$2,960.00
	LA - LABORER (PREVAILING WAGE)	40.00	HR	\$71.00	\$2,840.00
	HE - 426 BACKHOE	40.00	HR	\$94.00	\$3,760.00
	TR - CREW TRUCK	40.00	HR	\$40.00	\$1,600.00
	MA - 8" C900 PVC	600.00	LF	\$38.80	\$23,280.00
	MA - 8" PXP RESTRAINTS	30.00	EACH	\$134.00	\$4,020.00
	MA - 8" COMPRESSION STYLE REPAIR CPLGS	2.00	EACH	\$210.00	\$420.00
	MA - SE 30 SAND	150.00	TON	\$18.50	\$2,775.00

Total Price for above RELOCATE ~600' 8" C900 WATER Items: **\$50,055.00**

RELOCATE ~160LF OF 4" FORCE MAIN

	LA - SUPERINTENDENT (PREVAILING WAGE)	8.00	HR	\$100.00	\$800.00
	LA - FOREMAN (PREVAILING WAGE)	32.00	HR	\$95.00	\$3,040.00
	LA - OPERATOR (PREVAILING WAGE)	32.00	HR	\$95.00	\$3,040.00
	LA - PIPE LAYER (PREVAILING WAGE)	32.00	HR	\$74.00	\$2,368.00
	LA - LABORER (PREVAILING WAGE)	32.00	HR	\$71.00	\$2,272.00
	HE - 426 BACKHOE	32.00	HR	\$94.00	\$3,008.00
	TR - CREW TRUCK	32.00	HR	\$40.00	\$1,280.00
	SU - FUSION TECH W/ MACHINE	8.00	HR	\$425.00	\$3,400.00
	MA - 4" FUSIBLE HDPE	180.00	LF	\$9.40	\$1,692.00
	MA - 4" X 45 HDPE FUSION BENDS	4.00	EACH	\$43.50	\$174.00
	MA - SE 30 SAND	40.00	TON	\$18.50	\$740.00

Total Price for above RELOCATE ~160LF OF 4" FORCE MAIN Items: **\$21,814.00**

Total Bid Price: **\$106,078.90**

Notes:

- **THIS IS A ROUGH ORDER OF MAGNITUDE, ACTUAL WORK TO BE PERFORMED ON A T&M BASIS USING THE ATTACHED LABOR AND EQUIPMENT RATES.**
NO BOND COST IS INCLUDED.
ASSUMES NO CHLORINATION OF WATER LINES IS REQUIRED
INCLUDES PREVAILING WAGE RATES AND CERTIFIED PAYROLL
- **SPRING STREET BACKBONE SEWER IS ASSUMED TO BE INSTALLED THROUGH MANHOLE #50**

Payment Terms:

NET 30

ACCEPTED:

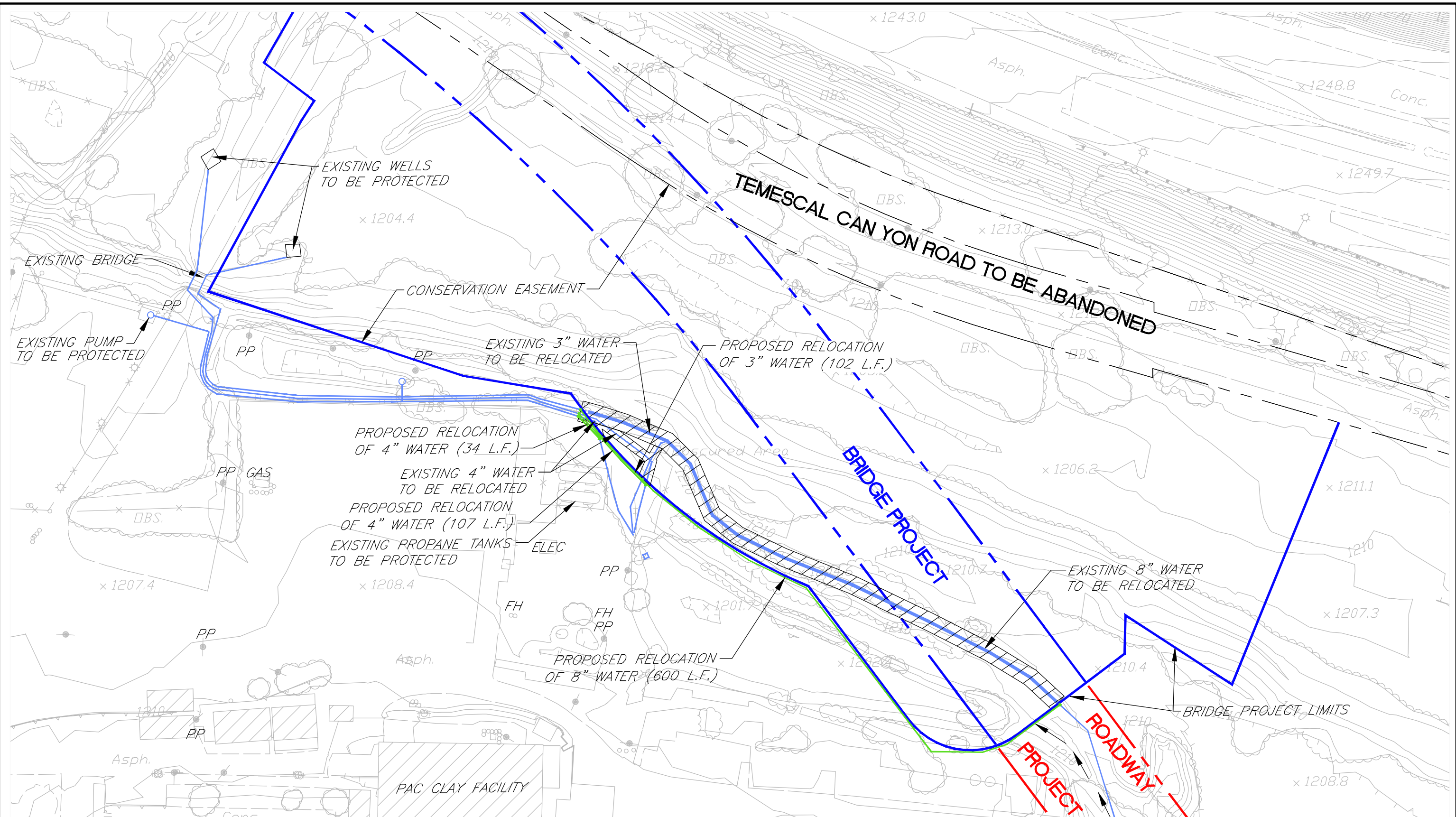
The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____**Signature:** _____**Date of Acceptance:** _____**CONFIRMED:****Murrieta Development Inc.****Authorized Signature:** **Estimator:** Dustin Stites
(951) 719-1680 dustin@murrietadevelopment.com

ADDENDUM 1-ii

Water Exhibit dated 10-07-20

[see attached]



*NOTE: ALL WATER
LINES SHOWN ON THIS
PLAN ARE FUSIBLE
HDPE HIGHLINES

DATED: 10-07-20

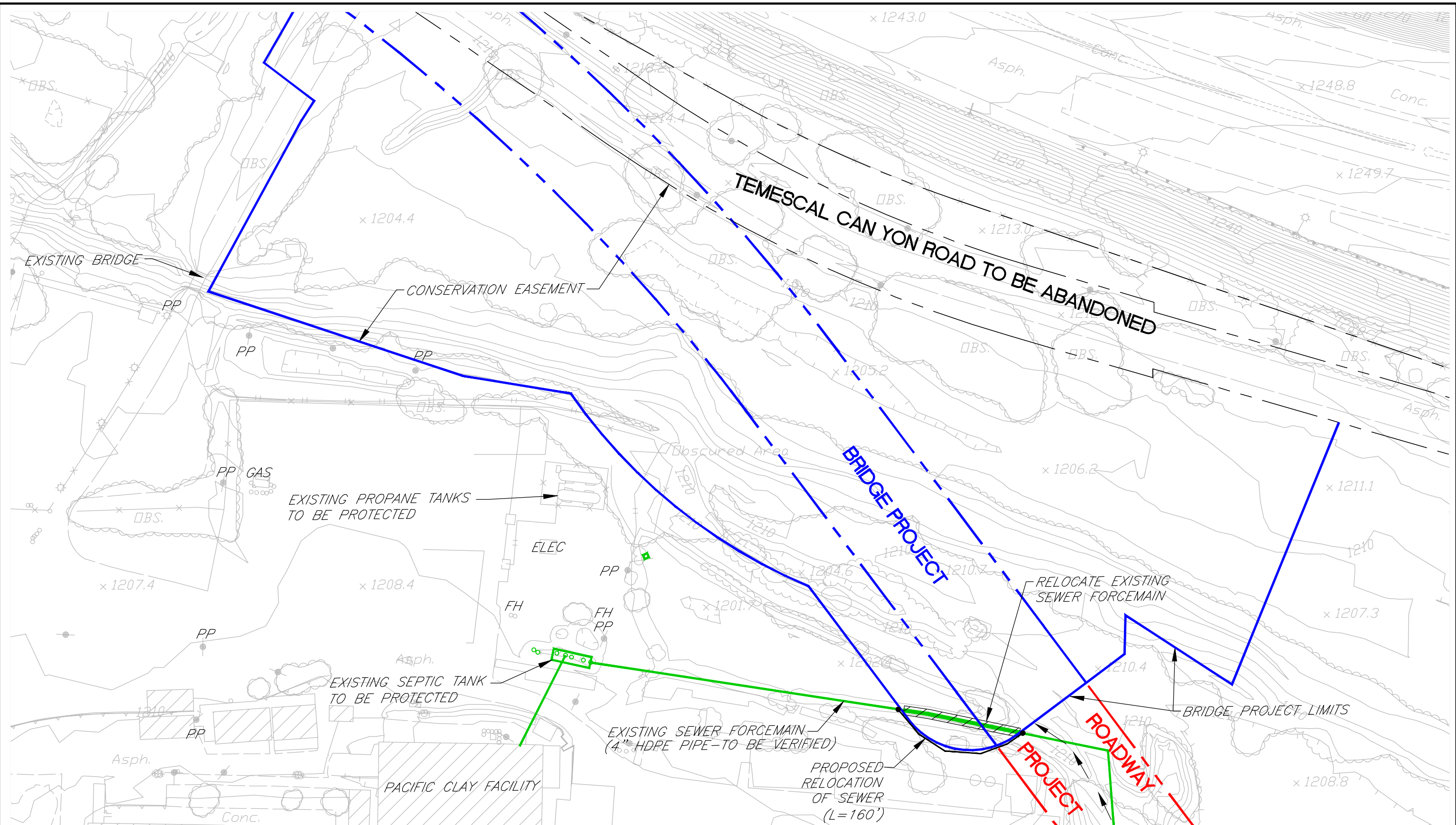
CIVIL ENGINEERS • PLANNERS • SURVEYORS
1880 COMPTON AVENUE, SUITE 100 • CORONA, CA. 92881-3370 • 951-734-2130

PACIFIC CLAY PRODUCTS, INC.
TEMESCAL CANYON ROAD BRIDGE - IMPACTS
WATER EXHIBIT

ADDENDUM 1-iii

Sewer Exhibit, dated 10-07-20

[see attached]



DATED: 10-07-20

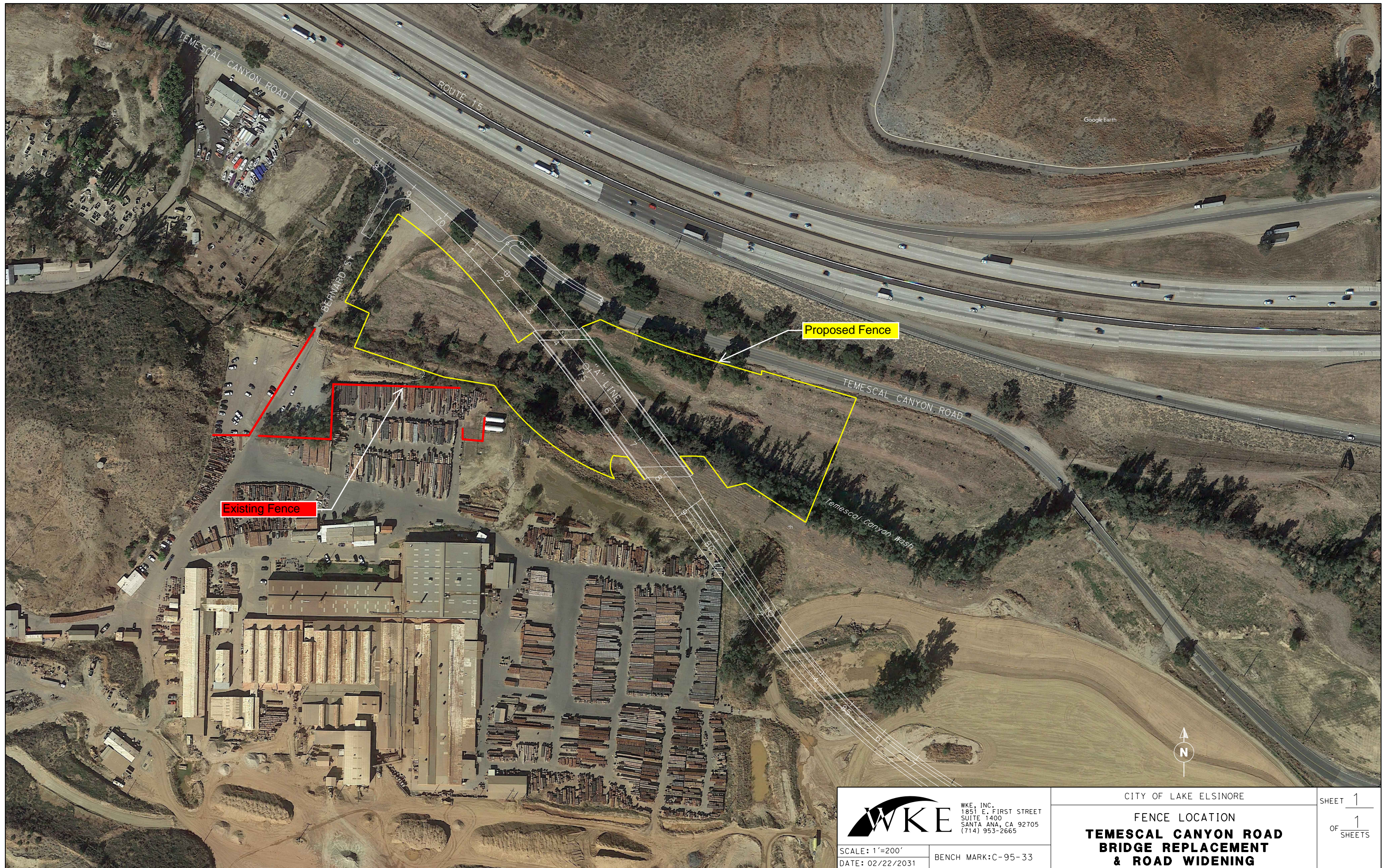
KWC ENGINEERS
CIVIL ENGINEERS • PLANNERS • SURVEYORS
 1880 COMPTON AVENUE, SUITE 100 • CORONA, CA. 92881-3370 • 951-734-2130

PACIFIC CLAY PRODUCTS, INC.
TEMESCAL CANYON ROAD BRIDGE - IMPACTS
SEWER EXHIBIT

ADDENDUM 1-iv

Fence Location

[see attached]



WKE, INC.
1851 E. FIRST STREET
SUITE 1400
SANTA ANA, CA 92705
(714) 953-2665

SCALE: 1"=200'
DATE: 02/22/2031

BENCH MARK: C-95-33

CITY OF LAKE ELSINORE

FENCE LOCATION
**TEMESCAL CANYON ROAD
BRIDGE REPLACEMENT
& ROAD WIDENING**

SHEET 1
OF 1
SHEETS

ADDENDUM 1-v

Layout Details

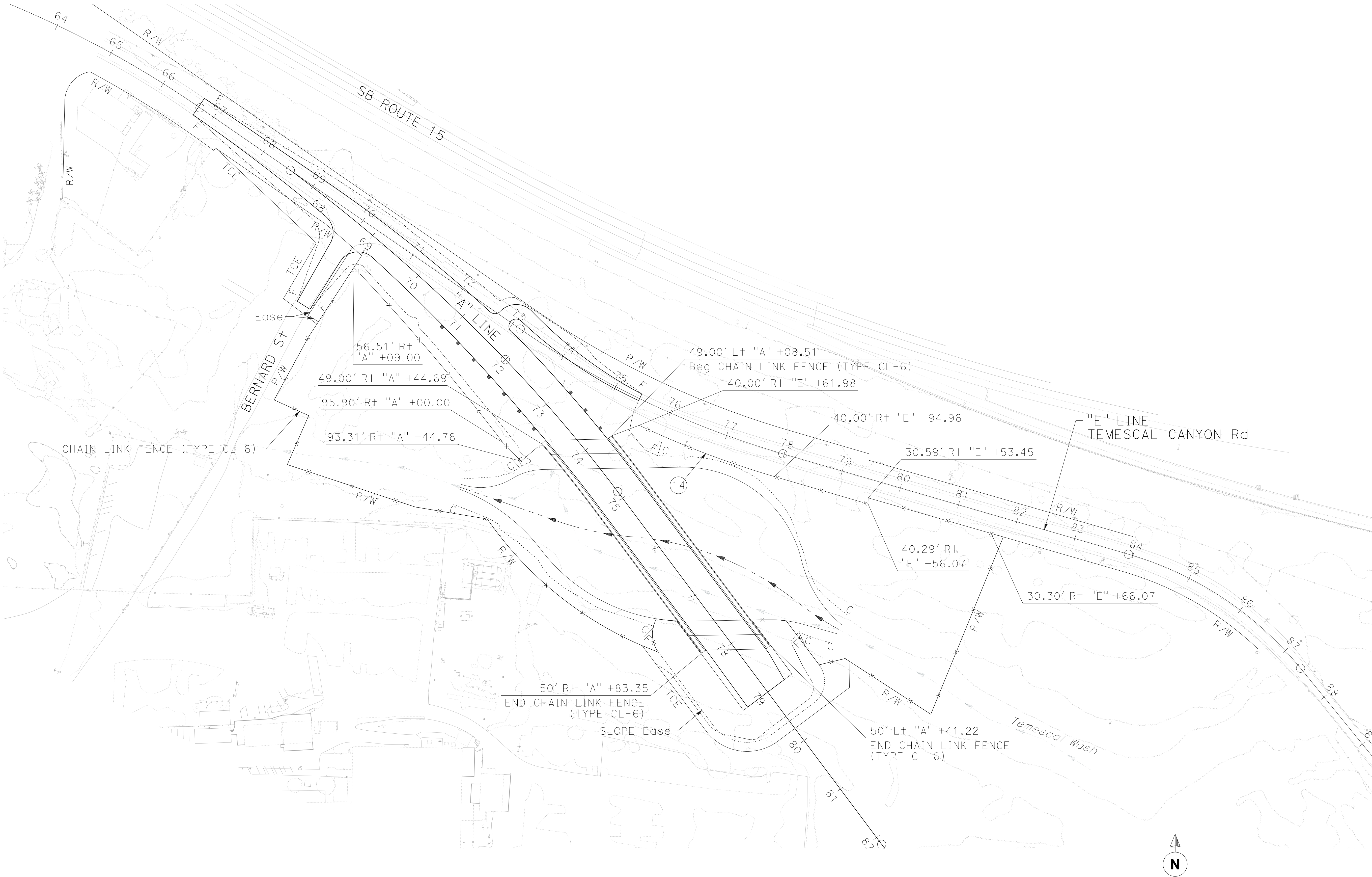
[see attached]

NOTE:
PERMANENT FENCE LINE SHOWN ON THIS SHEET
FOLLOWS RIGHT OF WAY, UNLESS OTHERWISE NOTED.

LEGEND
CHAIN LINK FENCE
(TYPE CL-6)

CURVE DATA

No.	R	Δ	T	L
(14)	1539.87'	08°53'59"	119.84'	239.19'



MARK	REVISIONS	APPR.	DATE	THESE PLANS HAVE BEEN REVIEWED FOR COMPLIANCE WITH THE APPROPRIATE CONDITIONS OF DEVELOPMENT AND/OR CITY AND STATE LAWS AND HAVE BEEN FOUND ACCEPTABLE	PREPARED BY:	REGISTERED PROFESSIONAL ENGINEER REBECCA SHUM No. C83512 Exp 03/31/23 CIVIL STATE OF CALIFORNIA	WKE WKE, INC. 1851 E. FIRST STREET SUITE 1400 SANTA ANA, CA 92705 (714) 953-2665	CITY OF LAKE ELSINORE LAYOUT DETAILS TEMESCAL CANYON ROAD BRIDGE REPLACEMENT & ROAD WIDENING	SHEET 11 OF 89 SHEETS FILE No. 4344
				REMON HABIB, RCE No. 83156 CITY ENGINEER CITY OF LAKE ELSINORE	REBECCA SHUM PROJECT ENGINEER	DATE: 03/01/2021	SCALE: 1" = 80' DATE: 03/01/2021	BENCH MARK: C-95-33	