CITY OF WILDOMAR CITY COUNCIL
AGENDA

6:00 P.M. – CLOSED SESSION
7:00 P.M. - REGULAR MEETING

JUNE 23, 2010
Council Chambers
23873 Clinton Keith Road

Bridgette Moore, Mayor
Marsha Swanson, Mayor Pro Tem
Sheryl Ade, Council Member
Bob Cashman, Council Member
Scott Farnam, Council Member

City Manager
Frank Oviedo

City Attorney
Julie Hayward Biggs

WILDOMAR CITY COUNCIL
REGULAR MEETING AGENDA
JUNE 23, 2010

ORDER OF BUSINESS: Public sessions of all regular meetings of the City Council begin at 7:00 P.M. Closed Sessions begin at 6:00 P.M. or such other time as noted.

REPORTS: All agenda items and reports are available for review at: Wildomar City Hall, 23873 Clinton Keith Road; Mission Trail Library, 34303 Mission Trail Blvd.; and on the City's website, www.cityofwildomar.org. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection at City Hall during regular business hours.

PUBLIC COMMENTS: Prior to the business portion of the agenda, the City Council will receive public comments regarding any items or matters within the jurisdiction of the governing body. The Mayor will separately call for testimony at the time of each public hearing. If you wish to speak, please complete a "Public Comment Card" available at the Chamber door. The completed form is to be submitted to the City Clerk prior to an individual being heard. Lengthy testimony should be presented to the Council in writing (10 copies) and only pertinent points presented orally. The time limit established for public comments is three minutes per speaker.

ADDITIONS/DELETIONS: Items of business may be added to the agenda upon a motion adopted by a minimum 2/3 vote finding that there is a need to take immediate action and that the need for action came to the attention of the City subsequent to the agenda being posted. Items may be deleted from the agenda upon request of staff or upon action of the Council.

CONSENT CALENDAR: Consent Calendar items will be acted on by one roll call vote unless Council members, staff, or the public request the item be discussed and/or removed from the Consent Calendar for separate action.

PLEASE TURN ALL CELLULAR DEVICES TO VIBRATE OR OFF FOR THE DURATION OF THE MEETING. YOUR COOPERATION IS APPRECIATED.

CALL TO ORDER (CLOSED SESSION) - 6:00 P.M.

LITIGATION – One Matter
Government Code Section 54956.9(a)
CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
County of Riverside v. Hayes, et al; Case #RIC 505588.

The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.8 to authorize and direct its property negotiator, Frank Oviedo, City Manager, with regard to potential acquisition of the following parcels of real property from the current owners of record. Under discussion will be the terms and conditions of acquisition of the property:

APN 376-140-022 - owner of record Thomas and Elizabeth R. Plott
APN 380-110-045 - owner of record Wildomar Square Partners, LLC
APN 380-240-001 - owner of record CHOA Murrieta, LLC
APN 380-240-003 - owner of record Kim/Kwak
APN 380-240-007 - owner of record Richard S. Pavelec & Cissy Fisher, Trustees
APN 380-110-034 - owner of record Sierra Noble, Inc.
APN 380-240-008 - owner of record Archland Property II, LP
APN 380-240-023 - owner of record Tesoro Sierra Properties, LLC

ADJOURN CLOSED SESSION

CALL TO ORDER – 7:00 p.m.

ROLL CALL

MOMENT OF SILENCE

FLAG SALUTE
Wildomar Young Marines

PRESENTATIONS

Radio Field Day Presentation

Code Enforcement Monthly Update

H.E.L.P. Homeownership Education Learning Plan Presentation

Wildomar Little League Cherry Bombers – District 28 TOC Champions

Proclamation – Cindy Quigley Retirement

Boy Scouts Eagle Scout Presentation – Brandon Cleary

Presentation to Police Chief Joe Cleary

PUBLIC COMMENTS
This is the time for citizens to comment on issues not listed on the agenda. Under the provisions of the Brown Act, the City Council is prohibited from discussing or taking action on items not listed on the agenda. Each speaker is asked to fill out a "Public Comments Card" (located on the table by the Chamber door) and give the card to the City Clerk prior to the start of the meeting. Comments are limited to three (3) minutes per speaker. The Council encourages citizens to address them so that questions and/or concerns can be heard.

APPROVAL OF THE AGENDA AS PRESENTED

1.0 CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of the Council, the public, or staff request specific items be removed from the Consent Calendar for discussion and/or separate action.

1.1 Reading of Ordinances

RECOMMENDATION: Approve the reading by title only of all ordinances.

1.2 Warrant Registers

RECOMMENDATION: That the City Council approve the following Warrant Registers:

1. Dated June 9, 2010 in the amount of $110,866.37; and
2. Dated June 17, 2010 in the amount of $35,009.46.

1.3 Treasurer's Report

RECOMMENDATION: That the City Council approve the Treasurer's Report for the month of May, 2010.

2.0 PUBLIC HEARINGS

2.1 Establishing Code Enforcement Fees

RECOMMENDATION: That the City Council continue this item to the meeting of July 14, 2010 at 7:00 p.m.

2.2 Fiscal Year 2009/10 Fourth Quarter Budget Review

RECOMMENDATION: That the City Council:

1. Approve the recommended budget changes listed in the Fourth Quarter Budget Status Report for Fiscal Year 2009/10; and

2. Adopt a Resolution entitled:

RESOLUTION NO. 2010 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, RATIFYING THE PROVISIONAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2009-10

2.3 Fiscal Year 2010/11 Budget (Continued from 06-09-10)
RECOMMENDATION: That the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2010 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE PROPOSED CITY OF WILDOMAR FISCAL YEAR 2010-11 OPERATING BUDGETS AND THE CAPITAL IMPROVEMENT BUDGET, AS SPECIFIED IN THE STAFF REPORT AND BUDGET DOCUMENTS

2. Adopt a Resolution entitled:

RESOLUTION NO. 2010 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, RATIFYING THE PROVISIONAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2010-11

2.4 Measure A Five Year Expenditure Plan (Continued from 06-09-10)
RECOMMENDATION: That the City Council adopt a Resolution entitled:

RESOLUTION NO. 2010 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE FIVE-YEAR MEASURE A EXPENDITURE PLAN FOR FISCAL YEARS 2010/11 THROUGH 2014/15

3.0 GENERAL BUSINESS

3.1 Resolution Calling a General Municipal Election
RECOMMENDATION: That the City Council adopt a Resolution entitled:

RESOLUTION NO. 2010 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 2, 2010, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES AND FOR THE SUBMISSION TO THE VOTERS A QUESTION RELATING TO THE GANN LIMIT

3.2 Regulations Regarding Candidate Statements

RECOMMENDATION: That the City Council adopt a Resolution entitled:

RESOLUTION NO. 2010 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 2, 2010

3.3 Resolution of Necessity – Clinton Keith Overpass

RECOMMENDATION: That the City Council adopt a Resolution entitled:

RESOLUTION NO. 2010 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING THE NECESSITY AND AUTHORIZING THE COMMENCEMENT OF EMINENT DOMAIN PROCEEDINGS TO SECURE REAL PROPERTY INTERESTS NECESSARY TO CONSTRUCT THE I-15/CLINTON KEITH INTERCHANGE RECONSTRUTION PROJECT

CITY MANAGER REPORT

CITY ATTORNEY REPORT

COUNCIL COMMUNICATIONS

FUTURE AGENDA ITEMS

ADJOURNMENT

2010 City Council Regular Meeting Schedule

July14	October 13
July 28	October 27
August 11	November 10
August 25	November 24
September 8	December 8
September 22	December 22

If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans With Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

Any person that requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting, may request such modification, accommodation, aid or service by contacting the City Clerk either in person or by phone at (951) 677-7751, no later than 10:00 A.M. on the day preceding the scheduled meeting.

POSTING STATEMENT: On June 18, 2010, by 5:00 p.m., a true and correct copy of this agenda was posted at the three designated posting locations:
Wildomar City Hall, 23873 Clinton Keith Road
U.S. Post Office, 21392 Palomar Street
Mission Trail Library, 34303 Mission Trail Blvd

CITY OF WILDOMAR CITY COUNCIL
Agenda Item #1.2
CONSENT CALENDAR
Meeting Date: June 23, 2010

TO: Mayor and City Council

FROM: Gary Nordquist, Assistant City Manager

SUBJECT: Warrant Registers dated June 9, and 17, 2010.

STAFF REPORT

RECOMMENDATION:
That the City Council:

1. Approve Warrant Register dated June 9, 2010 in the amount of $110,866.37; and
2. Approve Warrant Register dated June 17, 2010 in the amount of $35,009.46.

BACKGROUND:
The City of Wildomar requires that the City Council audit payments of demands and direct the City Manager to issue checks. The Warrant Registers are submitted for approval.

FISCAL IMPACTS:
These Warrant Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2009-10 Budget.

ALTERNATIVES:
1. Take no action
2. Provide staff with further direction.

Submitted by:

_____
Gary Nordquist
Assistant City Manager

Approved by:

_____
Frank Oviedo
City Manager

City of Wildomar
Warrant Register
June 9, 2010

Date	Num	Name	Memo/Description	Amount
06/09/2010	2457	Animal Friends of the Valleys, Inc.	Animal Services - May 2010	7,500.00
06/09/2010	2458	County of Riverside - Dept. of Environ. Health	Environmental Services - Jan-Mar 2010	1,160.00
06/09/2010	2459	County of Riverside - TLMA Admin.	FY2010 April SLF Billing	841.50
06/09/2010	2460	CTAI Pacific Greenscape	Park Maintenance Services for May 2010	6,785.50
06/09/2010	2461	Danielson Associates, Inc.	Special Projects - April 2010	3,534.20
06/09/2010	2462	Edison	May 2010 - CSA 103	34.48
06/09/2010	2463	Elsinore Valley Municipal Water District	Water for 4/16/10 - 5/21/10	7,488.48
06/09/2010	2464	Gary Andre	Planning Commission Meeting - 5/5/2010	75.00
06/09/2010	2465	Gary Nordquist	Health Benefits per Contract	1,200.00
06/09/2010	2466	Harv Dykstra	Planning Commission Meeting - 5/5/2010	75.00
06/09/2010	2467	Innovative Document Solutions	Contract Copier Services/Maintenance - April 2010	609.37
06/09/2010	2468	Melvin Bruner	Summer Concerts in the Park	500.00
06/09/2010	2469	Michael Kazmier	Planning Commission Meeting - 5/5/2010	75.00
06/09/2010	2470	MuniServices, LLC	Sales & Use Tax, SUTA Services for tax quarter ending 12/31/09	2,521.27
06/09/2010	2471	PARSAC	Self-Insured Retention - FY10/11	46,210.00
06/09/2010	2472	Protection Rescue Security Services - Vendor	Security Services - May 2010 - O'Brien, Heritage & Windsong Parks	425.00
06/09/2010	2473	Riverside County Sheriff's Department	Communications Services - 7/1/2009 - /30/2010	16,220.00
06/09/2010	2474	Robert Devine	Planning Commission Meeting - 5/5/2010	75.00
06/09/2010	2475	The Doo-Wah Riders	Birthday 2010 Celebration FY 2010-11	1,200.00
06/09/2010	2476	Wells Fargo Bank	Credit charges for May 2010 - Travel, Office Supplies, Park Supplies	5,906.62
06/09/2010	2477	Bassett Building - REFUND	Project Refund - Requested by Customer - 10-0005	1,893.18
06/09/2010	2478	California Public Employee Retirement Sys	Contributions for May 2010 - City Mgr, City Council, City Clerk, Asst. Mgr.	6,536.77
			Sub-total:	**110,866.37**

City of Wildomar
Warrant Register
June 17, 2010

Date	Num	Name	Memo/Description	Amount
06/17/2010	2448	Interwest Consulting Group	VOIDED	-186,959.25
			Sub-total:	**-186,959.25**

City of Wildomar
Warrant Register
June 17, 2010

Date	Num	Name	Memo/Description	Amount
06/17/2010	2448	Interwest Consulting Group	Various Municipal Services - April 2010	186,959.25
06/17/2010	2480	CR&R	5/12/10 - Dump & Return 40 yd box; Disposal Fee	268.93
06/17/2010	2481	Department of Transportation	Billing Period - March 2010	940.21
06/17/2010	2482	Edison	May 2010 - CSA-22, CSA-103, CSA-142 & Wildomar Lamps	18,414.61
06/17/2010	2483	Republic ITS	Traffic SignalResponse Call Outs, Maintenance & Repairs - Mar-Apr 2010	14,748.00
06/17/2010	2484	Verizon	Telephone Charges for May 2010	637.71
			Sub-total:	**221,968.71**

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.3
CONSENT CALENDAR
Meeting Date: June 23, 2010

TO: Mayor and City Council

FROM: Gary Nordquist, Assistant City Manager

SUBJECT: Treasurer's Report, May 2010

STAFF REPORT

RECOMMENDATION:
Staff recommends City Council approve the Treasurer's Report.

BACKGROUND/DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of May 2010.

FISCAL IMPACTS:
None at this time.

ALTERNATIVES:
1. Take no action
2. Provide staff with further direction.

Submitted by:

_____
Gary Nordquist
Assistant City Manager

Approved by:

_____
Frank Oviedo
City Manager

ATTACHMENTS:
Treasurer's Report

CITY OF WILDOMAR
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO

May 2010

CITY CASH

INSTITUTION	BALANCE	RATE
WELLS FARGO	$ 3,200,801.34	0.00%
TOTAL	$ 3,200,801.34	

INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
WELLS FARGO	$ 3,239,669.14	$ 1,349,985.33	$ (1,388,853.13)	$ 3,200,801.34	0.000%
TOTAL	$ 3,239,669.14	$ 1,349,985.33	$ (1,388,853.13)	$ 3,200,801.34	

CITY INVESTMENT

:R	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
IVESTMENT FUND	$ 1,522,227.90	$ 1,522,227.90	$ 1,522,227.90	100.00%	0	0.560%
TOTAL	$ 1,522,227.90	$ 1,522,227.90	$ 1,522,227.90	100.00%		

ID INVESTMENT $ 4,723,029.24

CITY INVESTMENT

:R	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
IVESTMENT FUNDS	$ 1,522,227.90	$ 0.00	$ 0.00	$ 1,522,227.90	0.560%
TOTAL	$ 1,522,227.90	$ 0.00	$ 0.00	$ 1,522,227.90	

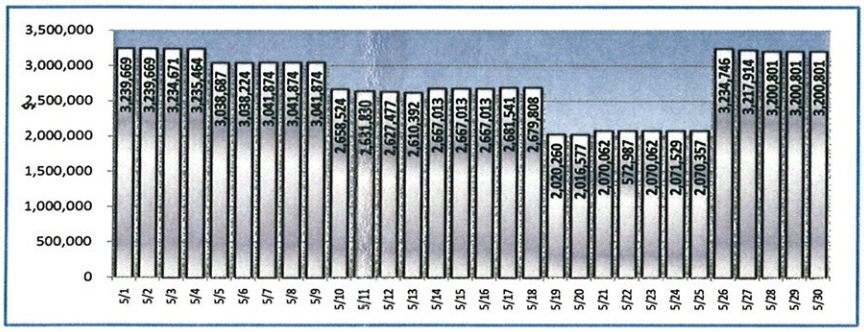
In compliance with the California Code Section 53646, as the Director of Finance/ City Treasurer of the City of Wildomar, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months and that all investments are in compliance to the City's Statement of Investment Policy.
I also certify that this report reflects all Government Agency pooled investments and all City's bank balances.

Gary Nordquist
ACM Finance & Administration /
City Treasurer

Date

May 2010

Daily Cash Balance
All Funds Checking Only
Pool Report Balance



2008-2009	*Ending Balance*	*Monthly Net Actvity*
July	$ 20,855	$ 20,855
August	2,297,920	2,277,065
September	2,402,083	104,163
October	2,340,436	(61,647)
November	2,203,169	(137,267)
December	747,664	(1,455,505)
January	826,502	78,838
February	733,251	(93,251)
March	571,857	(161,394)
April	644,285	72,428
May	687,746	43,461
June	1,266,750	579,004
July	2,027,072	760,322
August	4,745,827	2,718,755
September	4,201,825	(544,002)
October	3,674,234	(527,592)
November	3,098,110	(576,124)
December	2,963,884	(710,350)
January	2,801,810	(296,300)
February	2,919,794	117,984
March	2,397,718	(522,076)
April	3,239,669	841,951
May	3,200,801	(38,868)

May 2010

Date	*Ending Balance in Whole $*	Net Change from Prior Day
5/1	3,239,669	-
5/2	3,239,669	-
5/3	3,234,671	(4,998)
5/4	3,235,464	792
5/5	3,038,687	(196,776)
5/6	3,038,224	(463)
5/7	3,041,874	3,650
5/8	3,041,874	-
5/9	3,041,874	-
5/10	2,658,524	(383,351)
5/11	2,631,830	(26,693)
5/12	2,627,477	(4,353)
5/13	2,610,392	(17,085)
5/14	2,667,013	56,621
5/15	2,667,013	-
5/16	2,667,013	-
5/17	2,681,541	14,527
5/18	2,679,808	(1,733)
5/19	2,020,260	(659,548)
5/20	2,016,577	(3,683)
5/21	2,070,062	53,485
5/22	2,070,062	-
5/23	2,070,062	-
5/24	2,071,529	1,467
5/25	2,070,357	(1,172)
5/26	3,234,746	1,164,390
5/27	3,217,914	(16,833)
5/28	3,200,801	(17,112)
5/29	3,200,801	-
5/30	3,200,801	-

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.1
PUBLIC HEARING
Meeting Date: June 23, 2010

TO: Mayor and City Council

FROM: Gary Nordquist, Assistant City Manager

SUBJECT: Establishing Code Enforcement Vehicle Fine Schedule.

STAFF REPORT

RECOMMENDATION:

To open and continue this Hearing to July 14, 2010, at 7:00 p.m.

BACKGROUND/DISCUSSION:

Materials needed to provide necessary information regarding the establishment of a fine and penalty schedule to coincide with the City Municipal code for related parking infractions was not available in time for the June 23, 2010 City Council public hearing.

FISCAL IMPACTS:
None at this time.

ALTERNATIVES:
1. Take no action
2. Provide staff with further direction.

Submitted by:

_____
Gary Nordquist
Assistant City Manager

Approved by:

_____
Frank Oviedo
City Manager

TO: Mayor and Members of the City Council

FROM: Gary Nordquist, Assistant City Manager

SUBJECT: FY 2009/10 4th Quarter Budget Report and Provisional Gann Limit

STAFF REPORT

RECOMMENDATIONS:
That the City Council:

1. Approve the recommended budget changes listed in the Fourth Quarter Budget Status Report for Fiscal Year 2009/10; and

2. Adopt a Resolution entitled:

RESOLUTION NO. 2010 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, RATIFYING THE PROVISIONAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2009-10

BACKGROUND:
The Finance Department prepares quarterly budget updates for the City Council. On June 24, 2009, the City Council adopted the fiscal year 2009-10 Operating Budget for the City of Wildomar and the Capital Improvement Program ("CIP"). At the September 9, 2009 meeting, the City Council adopted budget amendments for various Landscape Maintenance Districts/CSA's which were passed on to the City from the County after July 1, 2009 and several Grant programs which were awarded to the City in August 2009. The City's First Quarter Budget Report was provided at the December 9, 2009 City Council meeting and the Mid-Year Report was provided at the February 24, 2010 City Council meeting. The 3rd Quarter report was conducted April 21, 2010.

The purpose of the City's 4th quarter budget status report is to conduct a comprehensive review of all eleven of the City's funds. This report provides the detail financial activities, from July 1, 2009 to May 31, 2010 at the account number level and provides fund balance information. The financial data provided includes "Actuals" as compared to "Budgeted" revenues and expenditures. Where appropriate.

Additionally, as part of the budget and financial review process the Gann limit needs to be adopted during the fiscal year. Article XIII-B of the California State Constitution places limits on the amount of revenue that can be spent by all entities of government. It is the responsibility of the City to calculate the annual appropriations limit. The previous fiscal year's limit is increased by a factor based upon the change in the population combined with the change in California per capita personal income. A city may choose its own change in population or that of the county if the county change in population is greater than the City's. Staff recommends the City use the population change that is most favorable to the City. The choice of each of

these factors is an annual election. For fiscal year 2009-10, the change in population for the County of Riverside is 1.0144% and the change in population for the City of Wildomar has not been calculated by the Department of Finance. The FY 2009-10 appropriations limit calculation is based on the 1.0144% population change. The change in the California per capita personal income was 0.62%.

For Fiscal Year 2009-10, the estimated proceeds of tax less exclusions ($5,802,623) is below the estimated provisional appropriations limit of $13,541,172 by $7,738,549.

Cities are required to complete an appropriations calculation for each fiscal year. The City's auditors are required to review and approve the appropriations calculation as part of their audit of the City.

The FY09-10 Appropriations Limit is deemed provisional because a permanent appropriations limit shall be approved by the voters of the City at the first election held following the City's first full fiscal year of operation. That election will take place during the fall of 2010.

DISCUSSION:

At the eleventnine month mark of the fiscal year, staff is not recommending any changes to the current amended budget. A pre-forth quarter budget report will be conducted at the June 23, 2010 City Council meeting to further align the budget with anticipated actual year end expenditures and revenues.

To date the City's General Fund fiscal outlook continues to be extensively reviewed and budgeted expenditures are enacted with extreme caution. The depressed local economy continues to limit the City's fiscal ability to aggressively enact its vision and plans. The revenues to date are 55% of the annual budgeted amount. Ideally, at this 75% mark of the fiscal year, revenues should be at the 70 to 80 % level (with consideration to payment lags and accounting accruals). Property Tax and Development Related Revenues are the primary concerns. Recent property improvements, retail store openings and the recent issuing of building permits for residential construction is encouraging and thus no budget changes are recommend at this time.

The City's General Fund actual expenditures are also at 55% of the annual budget. With recognition of outstanding invoices not yet received by the City for the period, the expenditures are inline and controllable. This "Control" factor is key to meeting the year end fiscal targets. Using the "Contract" model of providing service levels reflective of demand, has allowed the City to control its expense plans quicker than other models. Conscious and only necessary spending will continue to be the recommended practice until the end of this fiscal year.

ALTERNATIVES:

1. Take no action
2. Provide staff with further direction.

Submitted by:

_____
Gary Nordquist
Assistant City Manager

Approved by:

_____
Frank Oviedo
City Manager

RESOLUTION NO. 2010 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, RATIFYING THE PROVISIONAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2009-10

WHEREAS, Constitutional Article XII-B (Propositions 4 and 111) places an appropriations limitation on State and Local Government;

WHEREAS, the Local Agency Formation Commission for Riverside County has set a provisional appropriations limit of $13,266,694 for the City (base year 2008-09);

WHEREAS, the provisional appropriations limitation is based on proceeds of taxes adjusted annually from the base year 2008-09 by either the population growth factor for the City of Wildomar or for the County of Riverside, and by either the change in the California Per Capita Personal Income or the change in Non-residential Construction for the City of Wildomar;

WHEREAS, the City has received inflation and population data from the State Department of Finance to calculate the Fiscal Year 2009-10 Appropriations Limit;

WHEREAS, the City Council of the City of Wildomar wishes to select those options providing the greatest ratio of change as shown below:

Change in California per Capita Personal Income (Inflation Factor)	County Population Change (Population Factor)	Factor
1.0062	1.0144	1.02069

WHEREAS, the City Council shall propose a permanent appropriations limit which shall be approved by the voters of the City at the first election held following the City's first full fiscal year of operation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wildomar ratifies the provisional appropriations limit at $13,541,172 for Fiscal Year 2009-10, and selects the options for calculation using the population growth of the County of Riverside and the change in the California per Capita Personal Income.

The City Clerk shall attest and certify to the passage and adoption of this resolution, and it shall become effective immediately upon its approval.

PASSED, APPROVED AND ADOPTED this 23rd day of June, 2010.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Julie Hayward Biggs
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

City of Wildomar
Gann Appropriation Limit
Calculation - Proceeds of Taxes
Fiscal Year 2009-10

Revenues by Source and Fund

Object No.	Account Description	2009-10 Estimated	Proceeds of Taxes	Non-Proceeds of Taxes
	General Fund (10)			
3110	Base Property Tax (S)	3,282,000	3,282,000	
3110	Base Property Tax (U)	28,000	28,000	
3110	Homeowner-S Exemption Reimb	12,000	12,000	
3110	Real Property Transfer Tax	150,000	150,000	
3111	Property Tax in Lieu of Sales Tax	350,000	350,000	
3112	Property Tax VLF Swap	175,000	175,000	
3100	Sales & Use Tax	900,000	900,000	
3224	Franchise Fee-Communications	120,000		120,000
3223	Refuse Disposal Franchise Fee-CRR	85,000		85,000
3221	Edison Franchise Fee	150,000		150,000
3223	Refuse Disposal Franchise Fee-WM	85,000		85,000
3222	So. Cal Gas Franchise Fee	52,000		52,000
3212	Construction/Bldg Permit Fee	514,400		514,400
3240	Community Development Fees	414,400		414,400
	Engineering Fees	100,000		100,000
3800	Misc Fees	45,000		45,000
3250	Code Enforcement Fees	20,000		20,000
	Grading Fees	45,000		45,000
	Animal Control Fees	30,000		30,000
3116	Business License Fee	10,000		10,000
3260	Interest Income	15,000		15,000
3150	Motor Vehicle License Fee	2,300,000	2,300,000	
3152	County Augmentation	237,000		237,000
	COPS Grant	100,000		100,000
	Off-Hwy Vehicle License	1,000		1,000
3250	Court, Vehicle & Parking Fees	50,000		50,000
3270, 3800	Miscellaneous	85,000		85,000
	Total General Fund	9,355,800	7,197,000	2,158,800

City of Wildomar
Gann Appropriation Limit
Calculation - Proceeds of Taxes
Fiscal Year 2009-10

Revenues by Source and Fund

Object No.	Account Description	2009-10 Estimated	Proceeds of Taxes	Non-Proceeds of Taxes
	Gas Tax Fund (20)			
3130	Gas Tax 2105	250,000		250,000
3131	Gas Tax 2106	126,500		126,500
3132	Gas Tax 2107	300,000		300,000
3133	Gas Tax 2107.5	6,000		6,000
3260	Interest Income	500		500
	Total Gas Tax Fund	**683,000**	**-**	**683,000**
	AQMD Fund (25)			
3130	AQMD-AB2766	11,000		11,000
	Total AQMD Fund	**11,000**	**-**	**11,000**
	Measure A Fund (28)			
3135	Measure A	500,000		500,000
	Total Measure A Fund	**500,000**	**-**	**500,000**
	Traffic Congestion Relief Fund (30)			
3153	Traffic Congestion Relief (Prop 42) Revenue	233,000		233,000
	Total Traffic Congestion Relief Fund	**233,000**	**-**	**233,000**
	Total All Funds	**10,782,800**	**7,197,000**	**3,585,800**

Exclusions (Qualified Debt Service)	**1,394,377**
Appropriations Subject to Limit	**5,802,623**
Proposition 4 Limit	**13,541,172**
Over/(Under) Limit	**(7,738,549)**

City of Wildomar
Gann Appropriation Limit
Calculation - Proceeds of Taxes
Fiscal Year 2009-10

Revenues by Source and Fund

Object No.	Account Description	2009-10 Estimated	Proceeds of Taxes	Non-Proceeds of Taxes

City of Wildomar
GANN Appropriations Limit

FY 2009-10 CALCULATIONS

			Amount	
A.	Fiscal Year 2008-09 Appropriations Limit	**$**	**13,266,694**	
B.	Adjustment Factors:			
	1. Population		1.0144	
	2. Inflation		1.0062	
	Total Adjustment		**1.02068928**	(B1*B2)
C.	FY2009-10 Base Appropriations Limit	$	13,541,172	(B*A)
D.	Other Adjustments			
	Lost Responsibility (-)		-	
	Transfer to private (-)		-	
	Transfer to fees (-)		-	
	Assume Responsibility (+)		-	
	Sub-total Adjustments		-	
E.	FY2009-10 Adjusted Appropriations Limit		13,541,172	(C-D)
F.	FY 2009-10 Appropriations Limit	**$**	**13,541,172**	

Appropriations Subject to Limitation

			Amount	
A.	Proceeds of Taxes	$	7,197,000	
B.	Exclusions (Qualifed Debt Service)		1,394,377	
C.	Appropriations Subject to Limitation		5,802,623	(A-B)
D.	Current Year Limit		13,541,172	
E.	Over/(Under) Limit	**$**	**(7,738,549)**	(C-D)

Attachment B

Budget Report

City of Wildomar
4th Quarter FY 2009-10
Budget Review and Proposed Adjustments

General Fund Revenue

	Fiscal Year 2009-10			
	Total Actual	Current Budget	Proposed Change	Proposed Budget
10 3100 1 Sales & Use Tax	$ 816,826	$ 900,000	$ 30,000	$ 930,000
10 3101 1 Sales & Use Tax TFL	0	175,000	0	175,000
10 3102 1 Prop. Tax ILO Sales	0	350,000	-50,000	300,000
10 3105 1 Property Tax	2,607,991	3,155,900	-145,900	3,010,000
10 3110 1 Property Transfer Tax	95,529	135,000	5,000	140,000
10 3116 1 Bus. License Regist.	11,070	10,000	3,500	13,500
10 3150 1 Motor Veh ILO Fees	2,207,846	2,200,000	40,000	2,240,000
10 3152 1 County Augmentation	0	237,000	7,700	244,700
10 3200 1 Planning Fees	44,511	25,000	25,000	50,000
10 3201 1 Code Enforcement Fee	803	2,000	-1,000	1,000
10 3202 1 Abandoned Prop Registration	12,860	9,000	5,000	14,000
10 3210 1 B&S/Engineering Fees (deleted)	0	5,000	-5,000	0
10 3211 1 Engineering Fees	11,660	5,000	7,000	12,000
10 3212 1 Building & Safety Fees	87,858	514,400	-410,400	104,000
10 3218 1 Building Standards Fee	414	0	0	0
10 3219 1 SMIP	600	0	0	0
10 3220 1 Franchise Fees - Solid Waste	64,366	170,000	-10,000	160,000
10 3221 1 Franchise Fees - Elec	214,497	150,000	65,000	215,000
10 3222 1 Franchise Fees - Gas	53,419	52,000	2,000	54,000
10 3224 1 Franchise Fees - Cable	66,919	120,000	-30,000	90,000
10 3225 1 Franchise Fees - Telecommunications	47,510	48,000	12,000	60,000
10 3226 1 Franchise Fees - Trash	40,859	0	0	0
10 3230 1 Animal License Fees	0	0	0	0
10 3240 1 Developer Revenue	475,327	959,800	-177,900	781,900
10 3250 1 Fines & Forfeitures	74,414	70,000	10,000	80,000
10 3251 1 Public Safety Revenue	15,970	15,000	5,000	20,000
10 3260 1 Interest Income	2,571	10,000	-5,000	5,000
10 3270 1 Special Event Rev	17,461	25,000	-7,000	18,000
10 3271 1 Parks & Recreation Revenue	2,843	5,000	-2,000	3,000
10 3272 1 Farmers' Market Revenue	3,499	0	4,000	4,000
10 3273 1 Sports Leagues	3,023	0	3,100	3,100
10 3800 1 Misc. Revenues	34,499	235,000	-100,000	135,000
10 3890 1 Other Financing Sourc	0	176,000	-27,200	148,800
Total Revenues	**7,015,143**	**9,759,100**	**-747,100**	**9,012,000**
				-7.66%

prep by : gfn 6/18/2010

City of Wildomar
4th Quarter FY 2009-10
Budget Review and Proposed Adjustments

General Fund Expenditures

	Fiscal Year 2009-10			
	Total Actual	Current Budget	Proposed Change	Proposed Budget
10 411 11 Payroll Tax	391	0	1,600	1,600
10 411 13 Stipends	14,612	18,000	0	18,000
10 411 14 Health Benefits	68,280	77,000	0	77,000
10 411 15 PERS	3,415	3,600	0	3,600
10 411 20 Travel/Meetings	7,057	22,900	-10,900	12,000
10 411 21 Utilities	4,117	4,500	1,500	6,000
10 411 22 Membership Due	4,809	2,000	3,000	5,000
10 411 23 Supplies/Services	3,915	7,000	-2,000	5,000
10 411 27 Legal Fees	9,894	6,000	5,000	11,000
Total City Council	116,489	141,000	-1,800	139,200
10 412 10 Salaries	118,511	120,000	15,100	135,100
10 412 11 Payroll Tax	20,582	40,000	-15,000	25,000
10 412 12 Other Compensation	27,500	36,400	-4,400	32,000
10 412 14 Health Benefits	1,977	26,684	-23,684	3,000
10 412 15 PERS	23,782	36,000	-8,000	28,000
10 412 20 Travel/Meetings	12,120	8,000	7,000	15,000
10 412 22 Professional Memberships	13,211	2,000	12,000	14,000
10 412 23 Supplies/Services	5,053	12,300	-5,300	7,000
10 412 25 Contractual Services	184,977	190,000	5,000	195,000
10 412 27 Legal Fees	5,007	10,000	0	10,000
Total City Manager	412,720	481,384	-17,284	464,100
10 413 10 Salaries	55,889	59,200	4,800	64,000
10 413 11 Payroll Tax	11,489	14,800	0	14,800
10 413 14 Health Benefits	8,271	23,030	-12,530	10,500
10 413 15 PERS	15,359	14,770	3,830	18,600
10 413 20 Travel/Meetings	955	2,000	-800	1,200
10 413 23 Supplies/Services	1,569	4,600	-2,600	2,000
10 413 24 Legal Notices - City Clerk	837	3,000	-1,500	1,500
10 413 25 Contractual Services	58,519	34,800	30,200	65,000
10 413 27 Legal Services	7,238	5,000	5,000	10,000
Total City Clerk	160,126	161,200	26,400	187,600
10 414 27 Legal Services.... City Attorney	122,469	150,000	0	150,000

City of Wildomar
4th Quarter FY 2009-10
Budget Review and Proposed Adjustments

	Fiscal Year 2009-10			
	Total Actual	Current Budget	Proposed Change	Proposed Budget
10 420 10 Salaries	81,182	72,000	26,200	98,200
10 420 11 Payroll Tax	2,882	18,000	-13,100	4,900
10 420 12 Other Compensation	3,100	5,200	-1,000	4,200
10 420 14 Health Benefits	5,737	8,400	0	8,400
10 420 15 PERS	10,705	19,000	-2,000	17,000
10 420 20 Travel/Meetings	332	800	0	800
10 420 22 Membership Dues	100	100	0	100
10 420 23 Supplies/Services	11,433	13,000	-1,000	12,000
10 420 25 Contractual Services	176,967	232,600	-7,400	225,200
10 420 27 Legal Services	4,583	4,000	2,000	6,000
Total Administration/Finance	297,022	373,100	3,700	376,800
10 430 13 Stipends	5,175	9,000	-2,000	7,000
10 430 20 Travel/Meetings	20	1,000	-500	500
10 430 23 Supplies/Services	1,393	2,500	0	2,500
10 430 25 Contractual Services	26,187	45,000	-1,000	44,000
Total Community Development Admin.	32,775	57,500	-3,500	54,000
10 431 23 Supplies/Services - B&S	3,634	3,000	2,000	5,000
10 431 25 Contractural Services - B&S	251,688	449,500	-108,500	341,000
Total Building and Safety	255,322	452,500	-106,500	346,000
10 432 23 Supplies/Services - Planning	1,531	4,000	-2,000	2,000
10 432 24 Legal Notices - Planning	5,791	4,000	4,000	8,000
10 432 25 Contractural Services - Planning	144,119	94,500	94,500	189,000
10 432 27 Legal Fees	127,002	130,000	17,000	147,000
Total Planning	278,443	232,500	113,500	346,000
10 433 25 Private Development Processing..Total	457,749	543,400	70,100	613,500
10 434 23 Supplies/Services - Dev. Eng.	0	1,000	-500	500
10 434 25 Contractural Services - Dev. Eng.	68,985	159,300	-69,300	90,000
10 434 27 Legal Services	165	500	0	500
Total Development Engineering	69,150	160,800	-69,800	91,000

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City of Wildomar
4th Quarter FY 2009-10
Budget Review and Proposed Adjustments

	Fiscal Year 2009-10			
	Total Actual	Current Budget	Proposed Change	Proposed Budget
10 435 23 Supplies/Services - Code Enf.	2,705	3,000	1,000	4,000
10 435 24 Legal Notices - Code Enf.	67	0	100	100
10 435 25 Contractural Services - Code Enf.	99,931	130,000	0	130,000
10 435 27 Legal Services	34,982	25,000	15,000	40,000
Total Code Enforcement	137,685	158,000	16,100	174,100
10 450 21 Utilities	5,099	2,500	0	2,500
10 450 23 Supplies/Services	285	200	300	500
10 450 25 Public Works Contractual Services	44,579	34,000	31,000	65,000
10 450 26 AB939 & NPDES	0	57,000	-57,000	0
10 450 27 Legal Services	21,959	13,000	12,000	25,000
10 450 52 Equipment	3,286	3,300	0	3,300
Total Public Works	75,209	110,000	-13,700	96,300
10 461 20 Travel & Meetings - Police Services	12	100	0	100
10 461 23 Supplies/Services - Sheriff	109,849	281,341	0	281,341
10 461 25 Cont. Serv. - Sheriff	2,244,421	3,416,859	0	3,416,859
Total Police	2,354,282	3,698,300	0	3,698,300
10 465 23 Supplies/Services - Fire	2,212	21,000	-18,000	3,000
10 465 25 Cont. Serv. - Fire	1,301,530	1,748,800	18,200	1,767,000
Total Fire	1,303,742	1,769,800	200	1,770,000
10 466 25 Cont. Serv. - Animal Control.....Total	80,513	110,000	-15,000	95,000
10 467 20 Travel & Meeting - Emergency Preparedness	3,623	6,000	-1,500	4,500
10 467 23 Supplies/Services - Emergency Preparedness	356	1,000	0	1,000
10 467 25 Cont. Serv. - Emergengy Preparedness	22,885	16,000	16,000	32,000
Total Emergency Prepardness	26,864	23,000	14,500	37,500
10 470 20 Travel and Meetings	1,513	2,000	0	2,000
10 470 21 Utilities	300	500	0	500
10 470 23 Supplies & Services	14,027	59,800	-34,800	25,000
10 470 24 Legal Notices - Comm. Services	0	500	-500	0
10 470 25 Contractual Services	52,811	64,400	600	65,000
10 470 27 Legal Notices - Comm. Services	75	0	0	
Total Community Services	68,726	127,200	-34,700	92,500

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City of Wildomar
4th Quarter FY 2009-10
Budget Review and Proposed Adjustments

	Fiscal Year 2009-10			
	Total Actual	Current Budget	Proposed Change	Proposed Budget
10 480 20 Travel/Meetings	994	0	1,000	1,000
10 480 21 Utilities	17,471	24,000	-1,000	23,000
10 480 23 Misc. Serv./Supplies	30,107	30,600	3,400	34,000
10 480 24 Legal Services	0	0	0	0
10 480 25 Contractual Services	54,819	70,200	-5,000	65,200
10 480 27 Legal Services	494	500	0	500
10 480 28 LAFCO Fee	0	3,000	0	3,000
10 480 29 Insurance	12,347	31,100	-100	31,000
10 480 32 City Hall Lease & Ops	107,940	122,400	0	122,400
Total Non-Departmental	224,172	281,800	-1,700	280,100
Total General Fund Expenditures	6,473,457	9,031,484	-19,484	9,012,000
Total General Fund Net Revenue vs (Expense)	541,687	727,616	-727,616	0
20 3130 1 GTSIF Section 2105 GT	194,063	250,000	0	250,000
20 3131 1 GTSIF Section 2106 GT	117,937	126,500	0	126,500
20 3132 1 GTSIF Section 2107 GT	257,380	300,000	0	300,000
20 3133 1 GTSIF Section 2107.5	6,000	6,000	0	6,000
20 3260 1 GTSIF Interest Income	452	0	1,000	1,000
30 3153 1 TCRP (Prop 42) Revenue	77,033	233,000	0	233,000
30 3260 1 TCRP (Prop 42) Int Inc	438	0	1,000	1,000
Total Revenue	**653,304**	**915,500**	**2,000**	**917,500**
20 450 21 GTSIF Utilities	19,638	12,000	13,000	25,000
20 450 23 Supplies & Services	5,419	4,000	6,000	10,000
20 450 25 GTSIF Contractrual S.	535,801	550,000	125,000	675,000
20 490 01 GTSIF Trans. to GF	0	68,000	0	68,000
30 450 25 TCRP (Prop 42) Contractual Services	37,848	399,800	-399,800	0
Total Expenditure	**598,706**	**1,033,800**	**-255,800**	**778,000**
Total Gas Tax and TCRP Fund Net Revenue vs (Expense)	54,598	-118,300	257,800	139,500
25 3130 1 AQMD AB2766 - Subvention Fund	17,178	11,000	6,200	17,200
25 3260 1 AQMD AB2766 Interest	68	0	100	100
Total AQMD Revenue	17,246	11,000	6,300	17,300

City of Wildomar
4th Quarter FY 2009-10
Budget Review and Proposed Adjustments

	Fiscal Year 2009-10			
	Total Actual	Current Budget	Proposed Change	Proposed Budget
28 3153 1 Measure 'A' Revenue	228,904	559,000	-211,000	348,000
28 3260 1 Measure 'A' Interest Income	787	0	1,000	1,000
Total Measure A Revenue	229,692	559,000	-210,000	349,000
28 450 25 Contractural Servies - Measure A	153,284	150,000	-150,000	0
28 450 99 Measure 'A' Public Works Cost Allocation	0	55,000	15,000	70,000
28 901 25 Measure 'A' Access Improvements	9,102	45,000	0	45,000
28 902 25 Measure 'A' Roadway Safety Improvements	0	50,000	0	50,000
28 903 25 Measure 'A' Slurry Seal Program	0	80,000	75,000	155,000
28 904 25 Measure 'A' Traffic Signal Program	0	550,000	-219,000	331,000
28 905 25 Measure 'A' Unpaved Roadway Program	1,225	59,000	-9,000	50,000
28 906 25 Measure 'A' Citywide Maintenance Program	127,358	55,000	139,000	194,000
Total Measure A Expenditure	**290,969**	**1,044,000**	**-149,000**	**895,000**
Total Measure A Fund Net Revenue vs (Expense)	-61,277	-485,000	-61,000	-546,000
		Prior Year Fund Balance----->		546,084
42 3153 1 Development Impact Fee	537,180	465,000	90,000	555,000
42 3260 1 Development Impact Fee Interest Income	987	0	1,000	1,000
Total DIF Revenue	538,168	465,000	91,000	556,000
42 420-TBD 1 Transfer to General Fund	0	0	10,000	10,000
Total DIF Expenditure	0	0	10,000	10,000
Total DIF Fund Net Revenue vs (Expense)	**538,168**	**465,000**	**81,000**	**546,000**

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City of Wildomar
4th Quarter FY 2009-10
Budget Review and Proposed Adjustments

	Fiscal Year 2009-10			
	Total Actual	Current Budget	Proposed Change	Proposed Budget
50 3153 1 LMD 2006-1 Revenue	175,026	192,024	0	192,024
50 3260 1 LMD 2006-1 Interest Income	169	0	200	200
Total Revenue	175,196	192,024	200	192,224
50 450 21 Utilities - Public Works - CSA103	0	0	0	0
50 450 23 Supplies and Services	0	0	0	0
50 450 25 LMD 2006-1 Contractural Services	4,690	0	0	0
50 470 21 LMD Utilities	103	0	0	0
50 470 23 Supplies and Services	613	0	800	800
50 470 24 Legal Notices	646	0	700	700
50 470 25 LMD Contractual Services	27,704	23,300	0	23,300
50 471 21 LMD Utilities - Marna O'Brien Park	49,004	64,200	0	64,200
50 471 23 LMD Supplies & Services - Marna O'Brien Park	8,268	5,800	3,200	9,000
50 471 25 LMD Contractural Services - Marna O'Brien Park	36,020	38,700	0	38,700
50 472 21 LMD Utilities - Heritage Park	13,137	11,000	4,000	15,000
50 472 23 LMD Supplies & Services - Heritage Park	4,144	1,400	3,600	5,000
50 472 25 LMD Contractural Services-Heritage Park	14,883	16,700	0	16,700
50 473 21 LMD Utilities - Windsong Park	10,571	15,400	0	15,400
50 473 23 LMD Supplies & Services - Windsong Park	3,048	1,400	3,600	5,000
50 473 25 LMD Contractural Services - Windsong Park	13,187	14,200	0	14,200
Total Expenditure	186,017	192,100	15,900	208,000
Total Parks Fund Net Revenue vs (Expense)	**-10,822**	**-76**	**-15,700**	**-15,776**
				Prior Year Fund Balance $171,600
51 3153 1 LLMD 89-1 Revenue	0	288,792	-288,792	0
51 450 24 LLMD Legal Notices	15	100	-100	0
51 470 25 LLMD Contractrual Services	0	288,692	-288,692	0
Total Expendiure	15	288,792	-288,792	0
Total Parks Fund Net Revenue vs (Expense)	**-16**	**0**	**0**	**0**
	Note: This LLMD is still administered by Riverside County			
55 3153 1 CSA-22 Revenue	27,816	29,600	-100	29,500
55 3260 1 CSA-22 Interest Income	18	0	100	100
Total Revenue	27,833	29,600	0	29,600
55 450 21 CSA-22 Utilities	30,109	21,900	14,100	36,000
55 450 24 CSA-22 Legal Notices	15	100	0	100
55 450 24 Legal Notices for CSA-22	62	100	0	100
55 450 25 Contractural Services CSA-22	0	3,500	-3,500	0
55 470 25 Community Service - Contractural Services	2,581	4,000	-1,400	2,600
Total Expenditures	**32,767**	**29,600**	**9,200**	**38,800**
Total Fund Net Revenue vs (Expense)	**-4,934**	**0**	**-9,200**	**-9,200**
				Prior Year Fund Balance $15,803

prep by : gfn 6/18/2010

City of Wildomar
4th Quarter FY 2009-10
Budget Review and Proposed Adjustments

	Fiscal Year 2009-10			
	Total Actual	Current Budget	Proposed Change	Proposed Budget
56 3153 1 CSA-103 Revenue	129,657	178,000	-38,200	139,800
56 3260 1 CSA-103 Interest Income	183	0	200	200
Total Revenue	129,840	178,000	-38,000	140,000
56 450 21 Utilities CSA-103	116,785	120,700	19,300	140,000
56 450 23 CSA 103 Supplies and Services	70	0	100	100
56 450 24 CSA-103 Legal Notices	77	200	-100	100
56 470 23 Cevera Park Supplies & Services	140	0	200	200
56 470 25 Community Service - Contractrual Services	13,080	26,000	-10,300	15,700
56 474 21 Utilities - CSA 103 - Cervera Street	17,256	8,000	12,700	20,700
56 474 23 Supplies & Services - CSA 103 - Cervera Street	604	1,000	-300	700
56 474 25 Contractural Services - CSA 103 - Cervera Street	4,379	22,100	-16,800	5,300
Total Expenditures	**152,391**	**178,000**	**4,800**	**182,800**
Total Fund Net Revenue vs (Expense)	**-22,551**	**0**	**-42,800**	**-42,800**
		Prior Year Fund Balance $177,820		
57 3153 1 CSA-142 Revenue	29,161	48,100	0	48,100
57 3260 1 CSA-142 Interest Income	64	0	100	100
Total Revenue	29,225	48,100	100	48,200
57 450 24 CSA-142 Legal Notices	77	100	0	100
57 450 25 CSA 142 Contractural Services	1,368	1,900	0	1,900
57 470 25 Community Service - Contractural Services	1,549	3,000	0	3,000
Total Expenditures	**2,994**	**5,000**	**0**	**5,000**
Total Fund Net Revenue vs (Expense)	**26,232**	**43,100**	**100**	**43,200**
61 3153 1 Grant Funds Revenue	0	589,960	-589,960	0
61 3260 1 Grant Funds Interest Income	0	288,792	-288,792	0
Total Revenue	0	878,752	-878,752	0
61 610 24 Legal Notices - Grant Funds	15	403,200	-403,100	100
61 611 24 Legal Notices - Grant Funds	79	186,760	-186,660	100
Total Expenditures	**94**	**589,960**	**-589,760**	**200**
Total Fund Net Revenue vs (Expense)	**-94**	**288,792**	**-288,992**	**-200**

City of Wildomar
4th Quarter FY 2009-10
Budget Review and Proposed Adjustments

Fiscal Year 2009-10			
Total Actual	Current Budget	Proposed Change	Proposed Budget

Friday, Jun 18, 2010 04:48:27 PM PDT GMT-7 - Accrual Basis

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.3
PUBLIC HEARING
Meeting Date: June 23, 2010

TO: Mayor and City Council

FROM: Gary Nordquist, Assistant City Manager

SUBJECT: FY 2010-11 Budget and Gann Limit

STAFF REPORT

RECOMMENDATION:
That the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2010 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE PROPOSED CITY OF WILDOMAR FISCAL YEAR 2010-11 OPERATING BUDGETS AND THE CAPITAL IMPROVEMENT BUDGET, AS SPECIFIED IN THE STAFF REPORT AND BUDGET DOCUMENTS

2. Adopt a Resolution entitled:

RESOLUTION NO. 2010 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, RATIFYING THE PROVISIONAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2010-11

BACKGROUND:
The City of Wildomar must adopt a budget that appropriates revenues and expenditures allowing the City to receive funds and make expenditures to conduct the business of the City as of July 1st. The proposed budget includes both the General Fund and Non General Funds as identified in the document.

DISCUSSION:
The Budget documents have been prepared with consideration the economy, the city's revenue base and the services levels of the city. With consideration to the current downward condition of the economy, the proposed city budget is based on conservative estimates for economic recovery in the 2013-14 time frames. This approach has given to funding the core service levels of the city services while maximizing partnerships for future opportunities. The result of this mix is a balanced general fund budget with a 14% reserve.

As part of the budget process, a "Provisional" Gann Limit needs to be established. Article XIII-B of the California State Constitution places limits on the amount of revenue that can be spent by all entities of government. It is the responsibility of the City to calculate the annual appropriations limit. The previous fiscal year's limit is increased by a factor based upon the change in the population combined with the change in California per capita personal income. A city may choose its own change in population or that of the county if the county change in population is greater than the City's. Staff recommends the City use the population change that is most favorable to the City. The choice of each of these factors is an annual election. For fiscal year 2009-10, the change in population for the City of Wildomar is 1.017% and the change in population for the County of Riverside is 1.014%.The FY 2009-10 appropriations limit calculation is based on the 1.017% population change. The change in the California per capita personal income was -2.54%.

For Fiscal Year 2010-11, the estimated proceeds of tax less exclusions ($5,310,623) are below the estimated provisional appropriations limit of $13,421,579 by $8,110,956.

Cities are required to complete an appropriations calculation for each fiscal year. The City's auditors are required to review and approve the appropriations calculation as part of their audit of the City.

The FY10-11 Appropriations Limit is deemed provisional because a permanent appropriation limit shall be approved by the voters of the City at the first election held following the City's first full fiscal year of operation.

FISCAL IMPACTS:
Total appropriations for FY 2010-11 are $11,841,650. Adoption of this budget gives staff spending authority to continue to conduct the business of the City of Wildomar effective July 1, 2010.

ALTERNATIVES:
1. Take no action
2. Provide staff with further direction.

Submitted by:

Gary Nordquist
Assistant City Manager

Approved by:

Frank Oviedo
City Manager

ATTACHMENTS:
Resolution 2010 - _____Adopting the FY 2010/11 Budget
Resolution 2010 - _____ Ratifying the Provisional Appropriations Limit for FY2010-11
FY 2010-11 GANN Appropriation Limit Calculation worksheets
Proposed Budget FY 2010-11

EXHIBIT A

RESOLUTION NO. 2010 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE PROPOSED CITY OF WILDOMAR FISCAL YEAR 2010-11 OPERATING BUDGETS AND THE CAPITAL IMPROVEMENT BUDGET, AS SPECIFIED IN THE STAFF REPORT AND BUDGET DOCUMENTS

WHEREAS, the City Council has reviewed the proposed Fiscal Year 2010-11 Budget, and held a Public Hearing regarding the adoption of the budget on June 23, 2010, and listed below:

City of Wildomar
Total City Budgets Summary
FY 2010-11

	Estimated Available Balance 06/30/10	+	Proposed Revenues 2010-11	=	Funds Available 2010-11	-	Proposed Appropriations 2010-11	=	Estimated Available Balance 06/30/11
General Fund	$ 1,276,267		$ 9,088,700		$ 10,364,967		$ 9,088,150		$ 1,276,817
									14.0%
Non-General Funds									
Gas Tax/TCRP (prop 42)	$ 840,554		$ 1,281,800		$ 2,122,354		$ 1,042,500		$ 1,079,854
Measure A	84		349,000		349,084		349,000		84
AQMD	17,511		17,100		34,611		23,600		11,011
DIF	531,322		102,500		633,822		10,000		623,822
LMD 2006-1 (Parks)	171,600		192,000		363,600		210,200		153,400
LMD 89-1	-		288,700		288,700		288,700		-
CSA 22	15,803		29,600		45,403		38,900		6,503
CSA 103	177,820		140,000		317,820		168,700		149,120
CSA 142	48,003		32,000		80,003		32,000		48,003
Grant Fund	-		589,900		589,900		589,900		-
	-		-		-				-
Total Non-General Funds	$ 1,802,697		$ 3,022,600		$ 4,825,297		$ 2,753,500		$ 2,071,797
Total City Funds	**$ 3,078,964**	+	**$ 12,111,300**	=	**$ 15,190,264**	-	**$ 11,841,650**	=	**$ 3,348,614**

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The City of Wildomar Fiscal Year 2010-11 Operating Budget and Capital Improvement Fund Budget, as specified in the Staff Report and Budget Document are hereby adopted.

PASSED, APPROVED, AND ADOPTED this 23rd day of June, 2010.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Julie Hayward Biggs
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

RESOLUTION NO. 2010 - 28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, RATIFYING THE PROVISIONAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2010-11

WHEREAS, Constitutional Article XII-B (Propositions 4 and 111) places an appropriations limitation on State and Local Government;

WHEREAS, the Local Agency Formation Commission for Riverside County has set a provisional appropriations limit of $13,266,694 for the City (base year 2008-09);

WHEREAS, the provisional appropriations limitation is based on proceeds of taxes adjusted annually from the base year 2008-09 by either the population growth factor for the City of Wildomar or for the County of Riverside, and by either the change in the California Per Capita Personal Income or the change in Non-residential Construction for the City of Wildomar;

WHEREAS, the City has received inflation and population data from the State Department of Finance to calculate the Fiscal Year 2010-11 Appropriations Limit;

WHEREAS, the City Council of the City of Wildomar wishes to select those options providing the greatest ratio of change as shown below:

Change in California per Capita Personal Income (Inflation Factor)	County Population Change (Population Factor)	Factor
0.9746	1.0170	0.99117

WHEREAS, the City Council shall propose a permanent appropriations limit which shall be approved by the voters of the City at the first election held following the City's first full fiscal year of operation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wildomar ratifies the provisional appropriations limit at $7,728,041 for Fiscal Year 2010-11, and selects the options for calculation using the population growth of the City of Wildomar and the change in the California per Capita Personal Income.

The City Clerk shall attest and certify to the passage and adoption of this resolution, and it shall become effective immediately upon its approval.

PASSED, APPROVED, AND ADOPTED this 23rd day of June, 2010.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Julie Hayward Biggs
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

City of Wildomar
Gann Appropriation Limit
Calculation - Proceeds of Taxes
Fiscal Year 2010-11

Revenues by Source and Fund

Object No.	Account Description	2010-11 Estimated	Proceeds of Taxes	Non-Proceeds of Taxes
	General Fund (10)			
3100	Sales & Use Tax	930,000	930,000	
3101	Sales & Use Tax TFL	175,000	175,000	
3102	Property Tax in Lieu of Sales Tax	300,000	300,000	
3105	Property Tax	3,010,000	3,010,000	
3110	Property Transfer Tax	140,000	140,000	
3220	Franchise Fee-Solid Waste	170,000		170,000
3221	Franchise Fee-Electricity	225,000		225,000
3222	Franchise Fee-Gas	57,000		57,000
3224	Franchise Fee-Cable	100,000		100,000
3225	Franchise Fee-Telecommunications	70,000		70,000
3116	Business Registration Fees	10,000		10,000
3200	Planning Fees (Fixed Permit Fees)	55,000		55,000
3212	Building & Safety Fees	80,000		80,000
3230	Animal Control Fees	50,000		50,000
3240	Private Development Fees	733,000		733,000
3250	Code Enforcement Fees	2,500		2,500
3260	Interest Income	2,000		2,000
3150	Motor Vehicle License Fee	2,150,000	2,150,000	
3152	County Augmentation	252,000		252,000
	COPS Grant	100,000		100,000
	Other Grants/Reimbursements	15,000		15,000
	RCO RDA Support Reimbursement	50,000		50,000
3250	Fines & Forfeitures	80,000		80,000
3202	Abandoned Property Registration	10,000		10,000
3251	Public Safety Revenue	31,000		31,000
3270	Special Event Revenue	20,000		20,000
3271	Parks and Recreation	15,500		15,500
3272	Farmers Market	45,000		45,000
3273	Sports Leagues	4,000		4,000
3800	Miscellaneous	50,000		50,000
	Transfers In-Gas Tax/TCRP	118,000		118,000
	AQMD	800		800
	Measure A	27,900		27,900
	DIF	10,000		10,000
	Total General Fund	9,088,700	6,705,000	2,383,700

City of Wildomar
Gann Appropriation Limit
Calculation - Proceeds of Taxes
Fiscal Year 2010-11

Revenues by Source and Fund

Object No.	Account Description	2010-11 Estimated	Proceeds of Taxes	Non-Proceeds of Taxes
	Gas Tax Fund (20)			
3130	Gas Tax 2105	244,256		244,256
3131	Gas Tax 2106	147,897		147,897
3132	Gas Tax 2107	325,393		325,393
3133	Gas Tax 2107.5	6,000		6,000
3135	TCRP Prop 42 Replacement	458,254		458,254
	Riverside County CIP Reimbursement	100,000		100,000
	Total Gas Tax Fund	**1,281,800**	**-**	**1,281,800**
	AQMD Fund (25)			
3130	AQMD-AB2766	17,100		17,100
	Total AQMD Fund	**17,100**	**-**	**17,100**
	Measure A Fund (28)			
3135	Measure A	349,000		349,000
	Total Measure A Fund	**349,000**	**-**	**349,000**
	Development Impact Fee Fund (42)			
3153	Development Impact Fee	102,500		102,500
	Total Development Impact Fee Fund	**102,500**	**-**	**102,500**
	LMD 2006-1 Fund (50)			
3153	LMD 2006-1 Revenue	192,000		192,000
	Total LMD 2006-1 Fund	**192,000**	**-**	**192,000**
	LLMD 89-1C Fund (51)			
3153	LLMD 89-1 Revenue	288,700		288,700
	Total 89-1C Fund	**288,700**	**-**	**288,700**
	CSA 22 Fund (55)			
3153	CSA 22 Revenue	29,600		29,600
	Total CSA 22 Fund	**29,600**	**-**	**29,600**
	CSA 103 Fund (56)			
3153	CSA 103 Revenue	140,000		140,000

City of Wildomar
Gann Appropriation Limit
Calculation - Proceeds of Taxes
Fiscal Year 2010-11

Revenues by Source and Fund

Object No.	Account Description	2010-11 Estimated	Proceeds of Taxes	Non-Proceeds of Taxes
	Total CSA 103 Fund	**140,000**	**-**	**140,000**
	CSA 142 Fund (57)			
3153	CSA 142 Revenue	32,000		32,000
	Total CSA 142 Fund	**32,000**	**-**	**32,000**
	Grants Fund (61)			
3153	Grant Revenue	589,600		589,600
	Total Grants Fund	**589,600**	**-**	**589,600**
	Total All Funds	**12,111,000**	**6,705,000**	**5,406,000**
	Exclusions (Qualified Debt Service)		**1,394,377**	
	Appropriations Subject to Limit		**5,310,623**	
	Proposition 4 Limit		**13,421,579**	
	Over/(Under) Limit		**(8,110,956)**	

City of Wildomar

Proposed Budget

Fiscal Year 2010-11

Proposed for City Council Adoption of June 23 2010

Bridgette Moore, Mayor
Marsha Swanson, Mayor Pro Tem
Sheryl Ade, Council Member
Bob Cashman, Council Member
Scott Farnam, Council Member

City Manager
Frank Oviedo

City Attorney
Julie Hayward Biggs

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City of Wildomar

Budget Summary

Fiscal Year 2010-11

Overview

The City's Operating Budget is a flexible spending plan that is the legal authority for departments to commit financial resources to provide services within the City of Wildomar. The total expenditures for the 11 Operating Budgets for Fiscal Year 2010-11 is **$11.2 million** which is at the same level as last years adjusted budgets. This amount includes: **$9.1 million** in the General Fund, **$2.1 million** in other 10 funds such as Gas Tax, AQMD, Measure A and the Assessment Districts. All of the budgets with the exception to four of the assessment districts are balanced with revenues offsetting expenditures. Utility costs and delinquency in payment of assessments are the driving factors in fiscal issues of these funds. The eventual payment of the delinquencies will correct the majority of these issues.

The City's General Fund Budget of **$9.1 million** is **81%** of the total proposed budgeted expenditures and provides most of the services commonly associated with government (public safety, recreation, planning and development). The Fiscal Year 2010/2011 Capital Improvement Project expenditures are primarily the expenses of the Measure A projects.

Highlights: The budgets proposed provide for a stable service level and some enhanced activities even thought the city's revenues are 64% of the financial plans that were used for incorporation. This stability has been accomplished by cooperating organizations specifically. the Fire and Police organizations, the City Attorney and a freeze on staff wages and non-mandatory training/travel expenses. Fiscal challenges will continue through out the year as strategies are implemented to address the rising costs of Animal Control Services, Park funding and Utility costs. While the fiscal forecast is relatively flat for the next several years , the city is fortunate in the sense that it can adjust to the demands of services based on it's contract service arrangements for the majority of services provided to the community. The general fund reserve of $1.3m is 14% of the proposed expenditures.

Budget Summary

City of Wildomar

Fiscal Year 2010-11

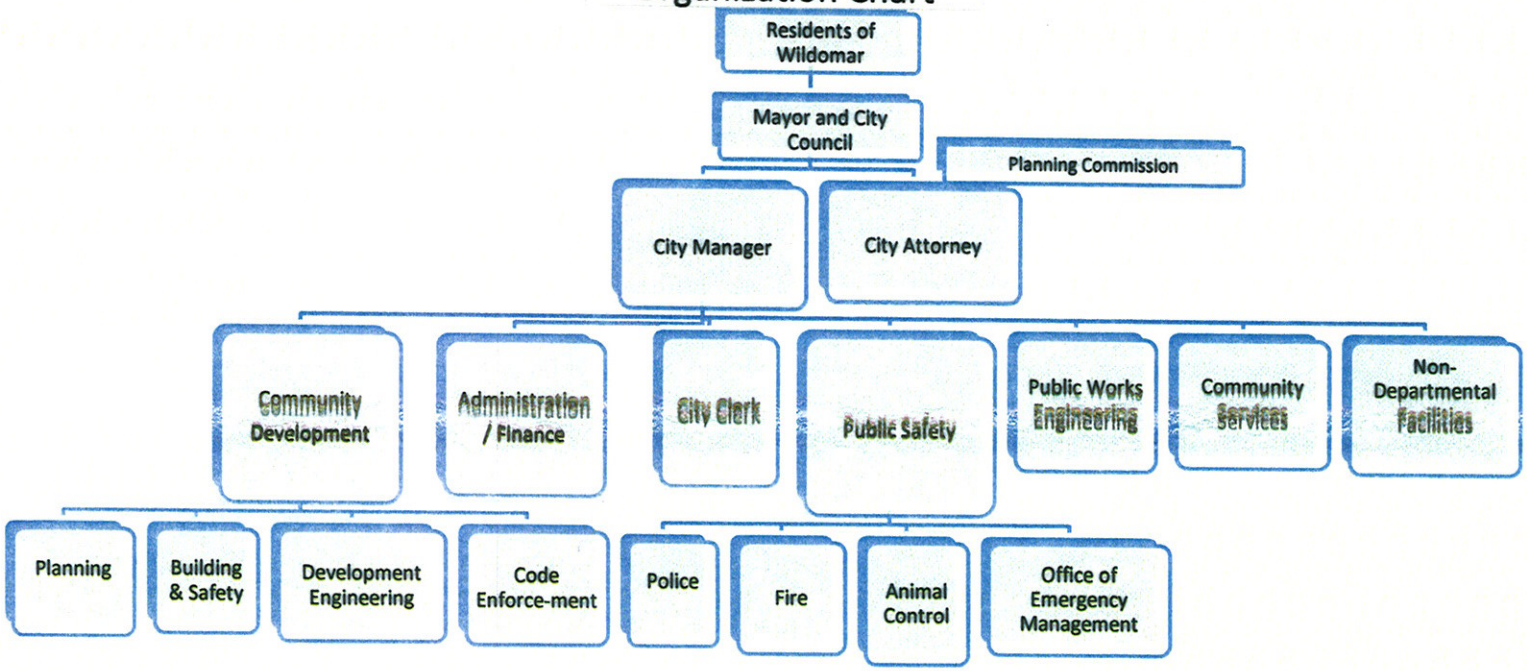
The Budget Document

The document initially provides summary information for revenues and expenses on a fund basis. Then additional detail is provided by each department or service function . A brief description is provided for each service as well as additional expenditure details by account number.

Staffing: The City currently has approved authorized positions for a City Manager, Assistant City Manager and City Clerk. No additional staffing positions are proposed at this time. All other services are provided by contract services. The equivalent staff for city hall operations is approximately 13 staff members.

The Budget Process: This budget will be presented for discussion in a public hearing session on June 23, 2010 and recommend for adoption. Changes can be made prior to adoption and the final adopted budget will be published within 60 days of adoption. Comparison and budget reviews will occur on a quarterly basis to make any needed adjustments.

City of Wildomar
Organization Chart



Revenue
and
Expenditure
Summaries

City of Wildomar
Total City Budgets Summary
FY 2010-11

	Estimated Available Balance 06/30/10	+	Proposed Revenues 2010-11	=	Funds Available 2010-11	-	Proposed Appropriations 2010-11	=	Estimated Available Balance 06/30/11
General Fund	$ 1,276,267		$ 9,088,700		$ 10,364,967		$ 9,088,150		**$ 1,276,817**
									14.0%
Non-General Funds									
Gas Tax/TCRP (prop 42)	$ 840,554		$ 1,281,800		$ 2,122,354		$ 1,042,500		$ 1,079,854
Measure A	84		349,000		349,084		349,000		84
AQMD	17,511		17,100		34,611		23,600		11,011
DIF	531,322		102,500		633,822		10,000		623,822
LMD 2006-1 (Parks)	171,600		192,000		363,600		210,200		153,400
LMD 89-1	-		288,700		288,700		288,700		-
CSA 22	15,803		29,600		45,403		38,900		6,503
CSA 103	177,820		140,000		317,820		168,700		149,120
CSA 142	48,003		32,000		80,003		32,000		48,003
Grant Fund			589,900		589,900		589,900		-
	-		-		-				-
Total Non-General Funds	$ 1,802,697		$ 3,022,600		$ 4,825,297		$ 2,753,500		$ 2,071,797
Total City Funds	**$ 3,078,964**	+	**$ 12,111,300**	=	**$ 15,190,264**	-	**$ 11,841,650**	=	**$ 3,348,614**

City of Wildomar

Revenue Comparision

FY 2010-11 Budget

General Fund

Code	Description	Audited 2008-09	Estimated 2009-10	CFA 2010-11	Proposed 2010-11
	Taxes				
3100	Sales and Use Tax	$ 855,459	$ 930,000	$ 1,724,133	$ 930,000
3101	Sales and Use Tax TFL	440,326	175,000		175,000
3102	Property Tax in Lieu of Sales Tax		300,000	574,711	300,000
3105	Property Tax	3,589,773	3,010,000	4,797,802	3,010,000
3110	Property Transfer Tax	130,518	140,000	190,079	140,000
3112	Property Tax Vlf Swap		-	-	-
3220	Franchise Fee - Solid Waste	158,938	160,000		170,000
3221	Franchise Fee - Electricity	127,629	215,000		225,000
3222	Franchise Fee - Gas		53,000		57,000
3224	Franchise Fee - Cable	95,560	90,000		100,000
3225	Franchise Fee - Telecommunications	138,160	60,000		70,000
	Franchises - All Per CFA			650,195	
	Subtotal Taxes	**5,536,363**	**5,133,000**	**7,936,920**	**5,177,000**
	Licenses, Permits & Fees				
3116	Business Registration Fees	6,390	13,500		10,000
3200	Planning Fees (Fixed Fee Permits)	289	40,000	674,278	55,000
3211	Develop/Engineering Permits		10,000		-
3212	Building & Safety Fees (Permits)	82,583	104,000	1,656,447	80,000
3230	Animal Control Fees	26,893	-	207,137	50,000
3240	Private Development Fees	722,887	800,000		733,000
3201	Code Enforcement	-	500		2,500
	Subtotal Licenses, Permits & Fees	**839,042**	**968,000**	**2,537,862**	**930,500**
	Use of Money & Property				
3260	Interest Income	3,558	5,000	96,971	2,000
	Subtotal Use of Money & Property	**3,558**	**5,000**	**96,971**	**2,000**
	Intergovernmental				
3150	Motor Vehicle License Fee	2,555,318	2,240,000	2,919,346	2,150,000
3152	County Augmentation	237,579	244,700	252,048	252,000
TBD	COPS Grant		100,000	-	100,000
TBD	Other Grants/Reimbursements			981	15,000
TBD	Rco RDA Support Reimbuserment			-	50,000
	Subtotal Intergovernmental	**2,792,897**	**2,584,700**	**3,172,375**	**2,567,000**
	Fines & Forfeitures				
3250	**Fines & Forfeitures**	**149,272**	**80,000**	**222,344**	**80,000**
	Charges for Services Revenue				
3202	Abandoned Property Registration	1,610	11,000		10,000
3251	Public Safety Revenue		20,000		31,000
3270	Special Event Revenue	6,090	17,000		20,000
3271	Parks and Recreation		3,000		15,500
3272	Farmers Market		3,500		45,000
3273	Sports Leauges		3,000	-	4,000
	Subtotal Charges for Services	**7,700**	**57,500**	**-**	**125,500**
3800	**Other Income**	42,606	35,000	73,570	50,000
TBD	**Developer Recievables**	112,043			
3,800	**Miscellaneous**	**154,649**	**35,000**	**73,570**	**50,000**
	Tranfers In				
20-	Gas Tax/TCRP	-	68,000	146,592	118,000
25-3130	AQMD		800		800
28-3153	Measure A	-	70,000	-	27,900
42-3153	DIF		10,000		10,000
50-	LMD 2006-1			-	-
51	LMD 89-1				-
55	CSA-22				-
56	CSA-103			-	-
57	CSA-142			-	-
61	Grants				
	Subtotal Transfers In	**-**	**148,800**	**146,592**	**156,700**
	Total General Fund Revenues	**$ 9,483,481**	**$ 9,012,000**	**$ 14,186,634**	**$ 9,088,700**

City of Wildomar

Expenditure Summary by Fund

Fiscal Year 2010-11

Fund Type & Name		Audited 2008-09	Estimated 2009-10	CFA 2010-11	Proposed 2010-11
GENERAL FUND					
General Government					
411	City Council	$ 112,414	$ 139,200	$ 67,660	$ 147,050
412	City Manager	609,146	464,100	539,845	397,200
413	Property Tax in Lieu of Sales Ta	182,308	187,600	248,079	209,000
414	City Attorney	451,430	150,000	255,157	130,000
420	Administration	301,463	383,900	287,648	496,800
470	Community Services	19,494	92,500	-	133,000
480	Non-Departmental/Facilities	508,790	285,100	425,927	133,000
	Subtotal	$ 2,185,045	$ 1,702,400	$ 1,824,316	$ 1,646,050
Community Development					
430	Community Dev. Admin	$ 1,373,286	$ 54,000	$ 487,676	$ 44,000
431	Building and Safety	6,765	346,000	1,104,262	303,000
432	Planning	75,872	346,000	265,267	232,000
433	Private Development	-	613,500	-	540,000
434	Development Enginerring	-	91,000	393,505	81,500
435	Code Enforcement	45,976	174,100	456,879	147,500
	Subtotal	$ 1,501,899	$ 1,624,600	$ 2,707,589	$ 1,348,000
Public Works/Engineering					
450	Public Works	366,929	96,300	305,000	126,200
PUBLIC SAFETY					
461	Police Services	$ 3,983,518	$ 3,698,300	$ 4,493,684	$ 3,812,600
465	Fire	1,412,650	1,770,000	2,893,643	1,851,900
467	Emergency Preparedness	-	37,500	-	41,100
466	Animal Control	151,311	110,000	294,852	262,300
	Subtotal	$ 5,547,479	$ 5,615,800	$ 7,682,179	$ 5,967,900
	County Loan Payment				
	Capital Outlay	11,765			-
	General Fund Loan to Park Fund				
	Total General Fund	**$ 9,613,117**	**$ 9,039,100**	**$ 12,214,084**	**$ 9,088,150**
					-
SPECIAL REVENUE FUNDS					
20	Gas Tax/TCRP	686,427	778,000	1,386,355	**1,029,900**
25	AQMD	-	35,800	-	**23,600**
28	Measure A	-	895,000	-	**349,000**
42	Dev. Impact Fee	-	10,000		**10,000**
50	LMD 2006-1 *(Parks)*	-	211,000	-	**210,200**
51	LLMD 89-1C *(St. Lights/Landscape)*	-	-	-	**288,700**
55	CSA 22 *(Street Lights)*	-	39,200	-	**38,900**
56	CSA 103 *(Cervera Lights/Landscape)*	-	178,000	-	**168,700**
57	CSA 142 *(Street Lights)*	-	32,900	-	**32,000**
61	Grants	-	-	-	
	TOTAL SPECIAL REVENUE	$ 686,427	$ 2,179,900	$ 1,386,355	**$ 2,151,000**
DEBT SERVICE FUND					
	Debt Service	$ -	$ -	$ 386,177	
CAPITAL IMPROVEMENT FUND					
	Capital Projects	$ -	$ -	$ -	$ -
	Total All Funds	**$ 10,299,544**	**$ 11,219,000**	**$ 13,986,616**	**$ 11,239,150**

General Fund

Department Summaries

and

Detail

Department Information

Overview of Department

The Mayor and Council serve as the governing body and legislative branch of Wildomar's municipal government. The Mayor and Council develop public policy through enactment of formal actions, resolutions and ordinances which provide direction to the City Manager. The Mayor and Council act as ombudsmen on behalf of citizens, conduct community events, and represent the City on international, national, state, county and local issues. The Mayor serves as the official head for all political, representative and ceremonial purposes. A Mayor Pro-tempore serves in absence of the Mayor.

The Mayor and City Council Proposed Budget is a status quo budget with no significant expenditure changes.

City of Wildomar
Budget Summary
Fiscal Year 2010-11

General Government		**City Council -**	**$ 147,050**
General Fund -10		**Dept - Code**	**411**

Object Acct #		Audited 2008-09	Estimated 2009-10	CFA 2010-11	**Proposed 2010-11**
	PERSONNEL COSTS				
13	Stipends	$ 18,914	$ 18,000	$ 24,000	**$ 18,000**
14	Health Benefits	53,651	77,000	10,185	**83,250**
15	PERS	611	3,600	-	**3,600**
	Payroll Taxes	-	1,600		**1,600**
	Personnel Total:	$ 73,176	$ 100,200	$ 34,185	**$ 106,450**
	OPERATIONS & MAINTENANCE COSTS				
20	Training/Meetings/Conferences/Travel	$ 22,687	$ 12,000	$ 15,450	**$ 17,600**
21	Communications/Utilities	4,185	6,000		**6,000**
22	Memberships/Dues	-	5,000	-	**5,000**
23	Supplies	12,366	5,000	18,025	**5,000**
25	Contracted Services-General	-	-	-	**7,000**
27	Legal Services	-	11,000	-	**-**
		-	-	-	**-**
		-	-	-	**-**
		-	-	-	**-**
		-	-	-	**-**
		-	-	-	**-**
	O & M Total:	$ 39,238	$ 39,000	$ 33,475	**$ 40,600**
	CAPITAL COSTS				
30	Equipment	$ -	$ -	$ -	**$ -**

SUMMARY				
Personnel	$ 73,176	$ 100,200	$ 34,185	**$ 106,450**
Operations & Maintenance	39,238	39,000	33,475	**40,600**
Capital	-	-	-	**-**
	$ 112,414	$ 139,200	$ 67,660	**$ 147,050**

City of Wildomar
Budget Detail
Fiscal Year 2010-11

General Government General Fund -10		City Council Department #	411
Object Acct #	Description and Estimate Basis	Estimated 2009-10	Proposed 2010-11
13	**Stipends**	$ 18,000	$ 18,000
	City Council Members (5) @ $300/mo		
14	**Benefits**	77,000	83,300
	5 Council Members at $1200/month		
	Medical, Dental, Vision, Life		
15	**PERS**	3,600	4,300
11	**Payroll Taxes (City's Portion)**	1,600	1,600
	Medicare, F/SUTA,SDI		
	Personnel Total:	$ 100,200	$ 107,200
20	**Training/Meetings/Conferences/Travel**	$ 12,000	$ 17,600
	a League of Calif Cities Conf.		5,000
	$1,000 each Council Member		
	b League Division meetings		1,200
	e WRCOG General Assembly		700
	12 meetings at $100 each		1,200
	d So. West Econ Summit		500
	e So. West Business Expo		500
	f SCAG meetings		300
	g Legislative/Economic Development		1,200
	h Chamber of Commerce meetings		2,000
	i ICSC		5,000
21	**Communications**	6,000	6,000
	Mobile Telephones, 5 at $100/month		6,000
22	**Professional Memberships**	5,000	5,000
	Estimated at $1,000 each		5,000
23	**Supplies**	5,000	5,000
	Estimated at $1,000 per member.		5,000
25	**Contract Services**	-	7,000
	Chamber of Commerce		2,000
	Economic Development		5,000
27	**Legal Services**	11,000	11,000
			-
	O & M Total:	$ 39,000	$ 51,600
	Total Department	$ 139,200	$ 158,800

Department Information

Overview of Department

Serves as Chief Administrative Officer of the City as appointed by the City Council. All actions/policies approved by the City Council are the responsibility of the City Manager to implement. Manages all City Departments; liaison to citizens, businesses, governmental and private agencies; oversees the development and implementation of new and on-going administrative policies and programs; controls and transmits necessary information to Mayor/City Council for public policy formulation and implementation; coordinates legislative advocacy program; serves as public information officer and handles dissemination of proper information to the general public, press and various other groups;

Accomplishments for FY 2009-10

Successfully Transitioned from Interim to Permanent City Manager
Completed the Community Needs Survey
Established format for promoting Higher Education Facilities within the City
Developed Ad Hoc Committees to address Trails and Economic Development Needs
Developed City Marketing materials designed to target Commercial and Hospitality Development
Developed close working relationships with the School District, the County and Neighboring Cities
Continue to improve the communication within the City Operations and the Community
Attended numerous community meetings and functions
Helped City Council with technical support on hundreds of agenda items
Spoken before numerous community and civic groups
Completed numerous tasks as assigned by City Council

Goals for FY 2010-11

Refine the Economic Development Strategy of the City
Provide an environment to utilize volunteers within the City
Enhance the training program for City Council, Planning Commission and Staff
Promote the City's relationship with higher education and health care

City of Wildomar
Budget Summary
Fiscal Year 2010-11

General Government — **City Manager** **$ 397,200**
General Fund -10 — **Department #** 412

Object Acct #		Audited 2008-09	Estimated 2009-10	CFA 2010-11	**Proposed 2010-11**
	PERSONNEL COSTS				
10	Salaries and Wages	$ -	$ 135,100		**$ 179,000**
11	Payroll Taxes	-	25,000		**5,200**
12	Other Compensation	-	32,000		**7,400**
14	Benefits	-	3,000		**16,700**
15	PERS	-	28,000		**42,900**
	Personnel Total:	$ -	$ 223,100	$ 511,056	**$ 251,200**
	OPERATIONS & MAINTENANCE COSTS				
20	Training/Meetings/Conferences/Travel	$ 16,655	$ 15,000	$ 12,875	**$ 7,600**
21	Communications		-		**-**
22	Memberships/Dues		14,000		**34,400**
23	Supplies	23,018	7,000	15,914	**4,000**
25	Contractual Services	569,473	195,000		**90,000**
27	Legal Fees		10,000		**10,000**
	O & M Total:	$ 609,146	$ 241,000	$ 28,789	**$ 146,000**
	CAPITAL COSTS				
30	Equipment	$ -		$ -	**$ -**
	SUMMARY				
	Personnel	$ -	$ 223,100	$ 511,056	**$ 251,200**
	Operations & Maintenance	609,146	241,000	28,789	**146,000**
	Capital	-	-	-	**-**
		$ 609,146	$ 464,100	$ 539,845	**$ 397,200**

City of Wildomar
Budget Detail
Fiscal Year 2010-11

General Government		City Manager	$ 397,200
General Fund -10		Department #	412
Object Acct #	Description and Estimate Basis	Estimated 2009-10	Proposed 2010-11
10	**Salary**	$ 135,100	**$ 179,000**
	City Manager		
11	**Payroll Taxes**	25,000	**5,200**
	Medicare, F/SUTA,SDI		
12	**Other Compensation**	32,000	**7,400**
14	**Health Benefits**	3,000	**16,700**
	Group Insurances		
15	**PERS**	28,000	**42,900**
	Personnel Total:	$ 223,100	**$ 251,200**
20	**Training/Meetings/Conferences/Travel**	$ 15,000	**$ 7,600**
	a League of Calif Cities Conf./Training		2,000
	b League Division meetings		2,400
	c Chamber Meetings		1,200
	d ICSC		2,000
21	**Communications**	-	-
	Cell Phone and Intranet Provided by Employee		
22	**Professional Memberships**	14,000	**34,400**
	League of CA Cities (City Membership)		12,000
	SCAG (City Membership)		3,000
	WRCOG (City Membership)		10,500
	LAFCO		500
	Chamber of Commerce		400
	ICMA		1,500
	Southwest Economic Development Council		6,500
23	**Supplies**	7,000	**4,000**
	Daily Operations		1,000
	Economic Development/Marketing		3,000
25	**Professional/Specialized Services**	195,000	**90,000**
	Volunteer Corp, Norming, Higher Education		15,000
	Economic Development		15,000
	Administrative Support-Front Counter (Interwest 0.5 FTE)		50,000
	Higher Education Economic Impact Analysis		10,000
27	**Legal Services**	10,000	**10,000**
	BSL Law Firm		10,000
	O & M Total:	$ 241,000	**$ 146,000**
30	**Capital Total:**	$ -	**$ -**
	Total Department	**$ 464,100**	**$ 397,200**

City Clerk's Office

Department Information

Fiscal Year 2010-11

Overview of Department or Project services

The City Clerk's Department is responsible for the care and custody of all the official records and documents of the City, and for providing and maintaining legal and historical records and information. The Department is responsible for the preparation and distribution of the City Council agendas; provides records retrieval and legislative research; conducts all elections held by the City; administers the oath of office to all City officials; administers a citywide records management program; ensures compliance with regulations relating to the Fair Political Practices Commission; coordinate the updating of the Wildomar Municipal Code; and is the custodian of the City Seal.

Department Goals for FY 2010-11

Complete the codification process for adoption of the Municipal Code
Conduct the Special Municipal Election regarding Election Districts in the City
Start and maintain the Records Management Program
Voter Registration Education and Reach out Program
Maintain conservative practices towards expenditures
Acquire and Implement Records Management System

Accomplishments for FY 2009-10

Successful transition to a permanent full-time City Clerk
Conduct the Special Municipal Election regarding Election Districts in the City

City of Wildomar
Budget Summary
Fiscal Year 2009-2010

General Government		**City Clerk**	**$ 209,000**
General Fund -10		**Department #**	413

Object Acct #		Audited 2008-09	Estimated 2009-10	CFA 2010-11	**Proposed 2010-11**
	PERSONNEL COSTS				
10	Salaries and Wages	$ 9,176	$ 64,000		**$ 78,200**
11	Payroll Taxes	2,462	14,800		**2,500**
12	Other Compensation		-		**2,400**
14	Health Benefits	790	10,500		**15,900**
15	PERS	2,463	18,600		**18,600**
	Personnel Total:	$ 14,891	$ 107,900	$ 159,904	**$ 117,600**
	OPERATIONS & MAINTENANCE COSTS				
20	Training/Meetings/Conferences/Travel		$ 1,200	$ 2,575	**$ 2,000**
21	Communications		-		**-**
22	Memberships/Dues		-		**400**
23	Supplies	57,753	2,000	20,600	**4,000**
24	Legal Ads		1,500		**12,000**
25	Contractual Services	96,105	50,000	25,000	**20,000**
27	Legal Services		10,000		**15,000**
30	Elections	13,559	15,000	40,000	**38,000**
	O & M Total:	$ 167,417	$ 79,700	$ 88,175	**$ 91,400**
30	**CAPITAL COSTS**				
					$ -
30	**Capital Total:**				**$ -**

Department Summary				
Personnel	$ 14,891	$ 107,900	$ 159,904	**$ 117,600**
Operations & Maintenance	167,417	79,700	88,175	**91,400**
Capital	-	-	-	**-**
	$ 182,308	$ 187,600	$ 248,079	**$ 209,000**

City of Wildomar
Budget Detail
Fiscal Year 2009/10

General Government		**City Clerk**	**$ 209,000**
General Fund -10		**Department #**	**413**
Object Acct #	Description and Estimate Basis	Estimated 2009-10	**Proposed 2010-11**
10	**Salaries and Wages**	$ 64,000	**$ 78,200**
	City Clerk		
11	**Payroll Taxes**	14,800	**2,500**
	Medicare, F/SUTA,SDI		
12	**Other Compensation**	-	**2,400**
	Auto Allowance		
14	**Health Benefits**	10,500	**15,900**
	Group Insurances		
15	**PERS**	18,600	**18,600**
	Personnel Total:	$ 107,900	**$ 117,600**
20	**Training/Meetings/Conferences/Travel**	$ 1,200	**$ 2,000**
	a CCAC New Law & Election Conferences		1,000
	b CCAC Annual Conference		1,000
21	**Communications**		
22	**Professional Memberships**		**400**
	a City Clerks Association of California (CCAC)		130
	b International Institute of Municipal Clerks (IIMC)		175
	c National Notary Association (NNA)		95
23	**Supplies**	2,000	**4,000**
	a Scanner for Records System		3,000
	b Proclamation/Certifications		500
	c Notary Public Certification		500
24	**Legal Notices**	1,500	**12,000**
25	**Professional/Specialized Services**	50,000	**20,000**
	a Codification Legal Review/Printing/Delivery		20,000
27	**Legal Services**	10,000	**15,000**
	a BSL Law Firm Services		15,000
30	**Elections**	15,000	**38,000**
	a Election Costs		38,000
	O & M Total:	$ 79,700	**$ 91,400**
30	**Capital Total:**	$ -	**$ -**
	Total Department	**$ 187,600**	**$ 209,000**

City Attorney

Department Information

Fiscal Year 2010-11

Overview of Department

The City Attorney's Office provides legal guidance and support for elected City Officials, the City Manager, and staff in the conduct of city business. The City Attorney also represents the City before judicial and administrative agencies in civil litigation proceedings and prosecutes violations of the City of Wildomar Municipal Code. Further, the City Attorney's Office assists in the City's endeavors to gain compliance with City ordinances and policies, drafts and reviews pro-posed ordinances and resolutions, and utilizes all reasonable means to avoid and/or resolve litigation matters. City Attorney services are provided under contract with the law firm of Burke, Williams & Sorensen, LLP. The City Attorney and other attorneys at the firm act as legal advisors on all legal matters for the City Council and City Manager, City boards and commissions and City staff. They draft and/or review and approve contracts, ordinances, resolutions and other legal documents. They represent the interests of the City government in court and administrative proceedings and prosecute violations of the Municipal Code. The City Attorney's Office represents the City government and therefore cannot provide legal advice to individual members of the public.

Accomplishments of Fiscal Year 2009-10

During fiscal year 2009 - 2010, in addition to attendance and routine advice and follow-up relating to all meetings of the City Council and the Planning Commission, the City Attorney's office prepared and processed ordinances and resolutions affecting zoning and operational issues of the City. The complex process of establishing electoral districts in accord with the voter mandate in the incorporation election to elect future members of the City Council by districts was completed. In addition, three ballot measures were prepared by the City Attorney and submitted to the electorate to permit voters to consider all methods of electing members of the City Council and an election was held resulting in a return to the at-large method of electing Councilmember's. Employment contracts for City personnel, including the City Manager, and contracts for City services including animal control were negotiated prepared, reviewed and approved. During fiscal year 2009-2010, no new litigation matters were initiated against the City. The City Attorneys office did, however, pursue several Code Enforcement matters and prepared and processed an administrative citation ordinance to expand the alternatives available to the City to bring property into compliance with applicable standards.

City of Wildomar
Budget Summary
Fiscal Year 2010-11

General Government		**City Attorney**	**$ 115,000**
General Fund -10		**Department #**	**414**

Object Acct #		Audited 2008-09	Estimated 2009-10	CFA 2010-11	**Proposed 2010-11**
	PERSONNEL COSTS				
	None	$ -	$ -	$ -	**$ -**
	OPERATIONS & MAINTENANCE COSTS				
27	Legal Services	$ 451,430	$ 160,000	$ 255,157	**$ 115,000**
	O & M Total:	$ 451,430	$ 160,000	$ 255,157	**$ 115,000**
	CAPITAL COSTS				
	None	$ -	$ -	$ -	**$ -**

DIVISION SUMMARY				
Personnel	$ -	$ -	$ -	**$ -**
Operations & Maintenance	451,430	160,000	255,157	**115,000**
Capital	-	-	-	**-**
	$ 451,430	$ 160,000	$ 255,157	**$ 115,000**

City of Wildomar
Budget Detail
Fiscal Year 20010-11

General Government		**City Attorney**	**$ 115,000**
Genera1 Fund -10		**Department #**	**414**
Object Acct #	Description and Estimate Basis	Estimated 2009-10	**Proposed 2010-11**
	None	$ -	$ -
	Personnel Total:	$ -	$ -
27	**Legal Services** Attorney services $25,000/month spread throughout the City Departments	$ 160,000	**$ 115,000**
	O & M Total:	$ 160,000	**$ 115,000**
	None	$ -	$ -
	Capital Total:	$ -	$ -
	Total Department	**$ 160,000**	**$ 115,000**

Department Information

Fiscal Year 2010-11

Overview of Department

The Administration / Finance Department provides all financial, human resources and risk management services for the city. The department is also responsible for developing and monitoring a system of internal controls to protect the City's assets against loss or theft. It provides financial management and accounting services for all City departments, divisions, funds and enterprises. It also provides direct services and management of the City's information system network. A major portion of the department's time is dedicated to banking and investment activities, preparation of reports for the annual audit and assisting the City Manager with analysis and development of the operating and capital budgets.

Accomplishments for FY 2009-10

Provided Annual Budget and Quarterly Budget Reviews

Conducted Budget Workshop and Financial Presentations at Regional Events

Processed Payroll and Issuance of Payments to Vendors in a timely manner

Conducted Studies and Cost Analysis for User Fee Determination

Researched and Established Selection Criteria for Accounting Software Acquisition

Processed and Closed 8 Risk Management Claims

Goals for FY 2010-11

Acquire and Implement Governmental Financial Software System

Continue to Enhance Internal Control Polices and Procedures

Revise Personnel Policy

Complete Intergovernmental Merger Analysis and Strategy

Provide Timely and Accurate Financial Information

Enhance Long Term Finance Strategy for Land Use

Implement Volunteer and Intern program

Increase Sources of Revenue and Reduce Costs

City of Wildomar
Budget Summary
Fiscal Year 2010-11

General Government		**Administration**	**$ 496,800**
General Fund -10		**Department #**	420

Object Acct #		Audited 2008-09	Estimated 2009-10	CFA 2010-11	**Proposed 2010-11**
	PERSONNEL COSTS				
10	Salaries and Wages		$ 98,200		**$ 156,900**
11	Payroll Taxes	-	4,900		**4,600**
12	Other Compensation	-	4,200		**6,700**
14	Health Benefits		9,100		**16,700**
15	PERS		17,000		**37,700**
	Personnel Total:	$ -	$ 133,400	$ 239,856	**$ 222,600**
	OPERATIONS & MAINTENANCE COSTS				
20	Training/Meetings/Conferences/Travel	$ 6,412	$ 800	$ 5,150	**$ -**
21	Communications	-	-		**-**
22	Memberships/Dues		100		**600**
23	Supplies	6,261	11,000	10,815	**4,500**
25	Contractual Services	288,790	232,600	31,827	**164,100**
27	Legal Services		6,000		**5,000**
	O & M Total:	$ 301,463	$ 250,500	$ 47,792	**$ 174,200**
TBD	**CAPITAL COSTS**				
	Financial Accounting System (Hardware-Software-Implementation)	-			**$ 100,000**
	Capital Total:	$ -	$ -	$ -	**$ 100,000**

Department Summary				
Personnel	$ -	$ 133,400	$ 239,856	**$ 222,600**
Operations & Maintenance	301,463	250,500	47,792	**174,200**
Capital	-	-	-	**100,000**
	$ 301,463	$ 383,900	$ 287,648	**$ 496,800**

City of Wildomar
Budget Detail
Fiscal Year 2010-11

General Government General Fund -10		Admin/Financ Department #	$ 496,800 420
Object Acct #	Description and Estimate Basis	Estimated 2009-10	Proposed 2010-11
10	**Salaries and Wages**	$ 98,200	$ 156,900
	Assistant City Manager		
11	**Payroll Taxes**	4,900	4,600
	Medicare, F/SUTA,SDI		
12	**Other Compensation**	4,200	6,700
	Auto Allowance, Intranet and Cell Phone		
14	**Health Benefits**	9,100	16,700
	Group Insurances and Payroll Taxes		
15	**PERS**	17,000	37,700
	Personnel Total:	$ 133,400	$ 222,600
20	**Training/Meetings/Conferences/Travel**	$ 800	$ -
	a California Society of Municipal Finance Officers Conf. (CSMFO)		-
	b League of California Cities Finance Directors Conf		-
	c Division Meetings		-
21	**Communications**		-
	Cell Phone and Intranet Provided by Employee		-
22	**Professional Memberships**	100	600
	a CSMFO		200
	b Treasurer's Association		100
	c American Society of Public Administration		200
	d Government Finance Officer Association (GFOA)		100
23	**Supplies**	11,000	4,500
	a Budget and Annual Report Printing Costs		3,000
	b Advertisements		500
	c Computer programs		500
	d Research Materials		500
25	**Professional/Specialized Services**	232,600	164,100
	a External Auditors		10,000
	b Sales Tax Auditing		2,600
	c Property Tax Auditing		500
	d Payroll Processing		3,000
	e Front Counter Support-Interwest (0.3 FTE)		25,900
	f General Ledger Accounting (Sr. Acc. 0.6 FTE)		99,900
	g Wells Fargo Bank Card Costs		1,200
	h Wells Fargo Bank processing charges		6,000
	i Wells Fargo Bank Line of Credit Costs		15,000
27	**Legal Services**	6,000	5,000
	a BSL Law Firm		5,000
	O & M Total:	$ 250,500	$ 174,200
30	**Capital Total:**	$ -	$ 100,000
	Financial Accounting System (Hardware-Software-Implementation)		$ 100,000
	Total Department	$ 383,900	$ 496,800

Community Development

Department Information

Fiscal Year 20010-11

Overview of Department or Project services

The primary purpose and function of the Community Development Department is to oversee the implementation of Community Development programs and Planning Commission support. The Community Development organization oversees the activities of Planning, Building and Safety, Development Engineering .

Department Goals for FY 2010-11

Provide the opportunity for 2 City Planning Commission Meetings per month. Continue to Provide Training and Education Opportunity for the Community.

Accomplishments for FY 2009-10

1. Conducted Planning Commission Meeting as needed throughout the year.
2. Designed and Participated in Community Planning Training.

City of Wildomar
Budget Summary
Fiscal Year 2010-11

General Government		**Community Development**	**$ 44,000**
General Fund -10		**Department #**	430

Object Acct #		Audited 2008-09	Estimated 2009-10	CFA 2010-11	**Proposed 2010-11**
	PERSONNEL COSTS				
13	Stipends	$ 3,000	$ 7,000		**$ 9,000**
	Salaries and Benefits per CFA			329,201	
	Personnel Total:	$ 3,000	$ 7,000	$ 329,201	**$ 9,000**
	OPERATIONS & MAINTENANCE COSTS				
20	Training/Meetings/Conferences/Travel		$ 500	$ 7,725	**$ 1,000**
21	Communications	-	-		**-**
22	Professional Memberships		-		**-**
23	Supplies	18,649	1,500	25,750	**2,000**
25	Contractual Services	1,350,379	45,000	125,000	**32,000**
	O & M Total:	$ 1,369,028	$ 47,000	$ 158,475	**$ 35,000**
30	**CAPITAL COSTS**				
		$ 1,258	$ -		**$ -**
		-			
30	**Capital Total:**	$ 1,258	$ -	$ -	**$ -**

Department Summary				
Personnel	$ 3,000	$ 7,000	$ 329,201	**$ 9,000**
Operations & Maintenance	1,369,028	47,000	158,475	**35,000**
Capital	1,258	-	-	**-**
	$ 1,373,286	$ 54,000	$ 487,676	**$ 44,000**

City of Wildomar
Budget Detail
Fiscal Year 2010-11

General Government General Fund -10		Community Development Department #	$ 44,000 430
Object Acct #	Description and Estimate Basis	Estimated 2009-10	Proposed 2010-11
13	**Stipends for Planning Commission**	$ 7,000	$ 9,000
	5 members at $75.00 / meeting for 24 meetings		
		-	-
		-	-
	Personnel Total:	$ 7,000	$ 9,000
20	**Training/Meetings/Conferences/Travel**	$ 500	$ 1,000
			1000
21	**Communications**		-
			-
22	**Professional Memberships**	-	-
	0	-	0
23	**Supplies**	1,500	2,000
	a Commission Meeting Supplies	-	600
	b Office supplies	-	800
	c Mailing and delivery costs (Contract/FedEx)	-	600
		-	
		-	
		-	
		-	
		-	
		-	
			-
25	**Contract Services**	45,000	32,000
	a Commission Mtg Support (Interwest 8 hrs x 24mtgs)	-	20,200
	b General Support to Commission (Interwest 120 hours, ´	-	11,800
		-	-
		-	-
		-	-
	O & M Total:	$ 47,000	$ 35,000
30	**Capital Total:**	$ -	$ -
	Total Department	$ 54,000	$ 44,000

Building and Safety

Department Information

Overview of Department or Project services

Building and Safety plan checks building permit plans for code compliance, issues permits for commercial and residential construction and assists the public, owners, and contractors with building code questions and issues.

Department Goals for FY 2010-11

- Upgrade City website with additional educational handouts and information
- Identify and implement initiatives to improve services to the public, owners, and contractors

Accomplishments for FY 2009-10

- Issued 168 new building permits with a total construction valuation of $14,710,000.00
- Issued building permits for 51 new homes
- Completed 3191 building inspections
- Established plan routing system for all departments (internal and external)

City of Wildomar
Budget Summary
Fiscal Year 2010-11

General Government		**Building and Safety**	**$ 303,000**
General Fund -10		**Division #**	431

Object Acct #		Audited 2008-09	Estimated 2009-10	CFA 2010-11	**Proposed 2010-11**
	PERSONNEL COSTS				
10		$ -	$ -	$ -	**$ -**
14		-	-		**-**
15		-	-		**-**
	Personnel Total:	$ -	$ -	$ -	**$ -**
	OPERATIONS & MAINTENANCE COSTS				
23	Supplies		5,000		**3,000**
25	Contractual Services	6,765	341,000	1,104,262	**300,000**
	O & M Total:	$ 6,765	$ 346,000	$ 1,104,262	**$ 303,000**
30	**CAPITAL COSTS**				
		-	$ -		**$ -**
30	**Capital Total:**	$ -	$ -	$ -	**$ -**

Department Summary				
Personnel	$ -	$ -	$ -	**$ -**
Operations & Maintenance	6,765	346,000	1,104,262	**303,000**
Capital	-	-	-	**-**
	$ 6,765	$ 346,000	$ 1,104,262	**$ 303,000**

City of Wildomar
Budget Detail
Fiscal Year 2010-11

General Government General Fund -10		Building and Safety Division #	$ 303,000 431
Object Acct #	Description and Estimate Basis	Estimated 2009-10	Proposed 2010-11
10	**Salaries**	$ -	$ -
14	**Benefits**	-	-
15	**PERS**	-	-
	PERS at 11.96% +8% of Salaries		
	Personnel Total:	$ -	$ -
20	**Training/Meetings/Conferences/Travel**	$ -	$ -
			-
21	**Communications**		-
			-
22	**Professional Memberships**		-
			-
23	**Supplies**	5,000	**3,000**
	a Mailing and delivery costs (Ontrac/FedEx)		1,500
	b Office supplies		1,500
25	**Professional/Specialized Services**	341,000	**300,000**
	a Building/Safety (Interwest 1.4 FTE Blended) Building Official, Inspection and Plan checking		300,000
	O & M Total:	**$ 346,000**	**$ 303,000**
30	**Capital Total:**		**$ -**
	Total Department	**$ 346,000**	**$ 303,000**

Planning

Department Information

Fiscal Year 20010-11

Overview of Department or Project services

Provides current and advanced planning services to outside agencies, the community, and other City Departments. Has overall responsibility of CEQA compliance functions. Planning is also the lead department in the review and processing of private development applications through the Planning Commission and City Council.

Department Goals for FY 2010-11

- Provide timely information at the front counter, through email, and over the phone
- Update the zoning code information on the Wildomar website within 30 days of the second reading of all zoning code amendments
- Continue to process all active planning applications pursuant to State law and City Ordinances

Accomplishments for FY 2009-10

- Responded to an estimated 2500 planning related inquiries
- Processed five zoning code amendments (water efficient irrigation, second dwelling units, Planning Commission bylaws, outdoor advertising prohibition, recreational vehicle/mini-storage moratorium) through the Planning commission and City Council
- Enhance community access to Zoning Code via the internet
- Refined and improved development review process
- Implemented tracking database for application deposits and balances
- Successfully processed General Plan Amendment, 5 Zone changes, 4 conditional use permits, 7 plot plans, 6 tentative tract/parcel maps, 1 variance, and 27 other minor permits/approvals

City of Wildomar
Budget Summary
Fiscal Year 2010-11

General Government	**Planning**	**$ 232,000**
General Fund -10	**Division #**	432

Object Acct #		Audited 2008-09	Estimated 2009-10	CFA 2010-11	**Proposed 2010-11**
	PERSONNEL COSTS				
10	Salaries and Wages	$ -	$ -	$ -	$ -
11	Payroll Taxes	-	-		-
12	Other Compensation	-	-		-
14	Health Benefits		-		-
15	PERS		-		-
	Personnel Total:	$ -	$ -	$ -	$ -
	OPERATIONS & MAINTENANCE COSTS				
20	Training/Meetings/Conferences/Travel	$ -	$ -	$ -	$ -
21	Communications	-	-		-
22	Professional Memberships		-		-
23	Supplies	52	2,000		**2,000**
24	Legal Notices		8,000		**6,000**
25	Contractual Services	75,820	189,000	265,267	**110,000**
27	Legal Services		147,000		**114,000**
	O & M Total:	$ 75,872	$ 346,000	$ 265,267	**$ 232,000**
30	**CAPITAL COSTS**				
			$ -		$ -
		-			
30	**Capital Total:**	$ -	$ -	$ -	$ -

Department Summary				
Personnel	$ -	$ -	$ -	$ -
Operations & Maintenance	75,872	346,000	265,267	**232,000**
Capital	-	-	-	-
	$ 75,872	$ 346,000	$ 265,267	**$ 232,000**

City of Wildomar
Budget Detail
Fiscal Year 2010-11

General Government General Fund -10		Planning Division #	$ 232,000 432
Object Acct #	Description and Estimate Basis	Estimated 2009-10	**Proposed 2010-11**
10	**Salaries and Wages** Assistant City Manager	$ -	$ -
11	**Payroll Taxes** **Medicare, F/SUTA,SDI**	-	-
12	**Other Compensation** Auto Allowance, Intranet and Cell Phone	-	-
14	**Health Benefits** Group Insurances and Payroll Taxes	-	-
15	**PERS**	-	-
	Personnel Total:	$ -	$ -
20	**Training/Meetings/Conferences/Travel**	$ -	$ -
21	**Communications**		- -
22	**Professional Memberships**	-	-
23	**Supplies**	2,000	**2,000**
	a Printing/Reproduction Costs	-	1,000
	b Office supplies	-	1,000
24	**Legal Notices**	8,000	**6,000**
	a Required Noticing of Activities	-	6,000
25	**Professional/Specialized Services**	189,000	**110,000**
	a General Fund Planning Services (Interwest 0.5 FTE Blended) (does not include Private Development Projects)		110,000
27	**Legal Fees**	147,000	**114,000**
	a BSL Law Firm Support of General Fund Planning		114,000
	O & M Total:	$ 346,000	$ 232,000
30	**Capital Total:**		$ -
	Total Department	$ 346,000	$ 232,000

Department Information

Fiscal Year 2010-11

Overview of Department or Project services

Development Engineering supports Planning and other City Departments throughout the entitlement (new development) process by providing professional and technical review of proposed developments, evaluation and comment on technical reports, identification of necessary on-site and off-site improvements, develops conditions of approval for grading, water quality, public works improvements and mapping requirements. Provides improvement plan and map review and performs field inspections of private development

Department Goals for FY 2010-11

- Complete transition of project files, maps, and plans from the County of Riverside
- Close out and winterize all expired entitlement development projects
- Enter into MOU with Flood Control regarding development review requirements and maintenance responsibilities

Accomplishments for FY 2009-10

- Supported and actively participated in the City's development review process
- Supported Planning Commission
- Transitioned all encroachment permit activities from Riverside County except oversized vehicle permits
- Implemented improved encroachment permit application and inspection process and tracking

City of Wildomar
Budget Summary
Fiscal Year 2010-11

General Government	**Development Engineering**	**$**	**81,500**
General Fund -10	**Division #**		434

Object Acct #		Audited 2008-09	Estimated 2009-10	CFA 2010-11	**Proposed 2010-11**
	PERSONNEL COSTS				
10	Salaries	$ -	$ -	$ 383,355	$ -
14	Benefits	-	-	-	-
15	PERS	-	-	-	-
	Personnel Total:	$ -	$ -	$ 383,355	$ -
	OPERATIONS & MAINTENANCE COSTS				
20	Training/Meetings/Conferences/Travel	$ -	$ -	$ 5,000	$ -
21	Communications	-	-	-	-
22	Professional Memberships		-	-	-
23	Supplies	-	500	5,150	**500**
25	Contractual Services	-	90,000	-	**80,000**
27	Legal Services	-	500	-	**1,000**
	O & M Total:	$ -	$ 91,000	$ 10,150	**$ 81,500**
30	**CAPITAL COSTS**				
		-	$ -	$ -	$ -
30	**Capital Total:**	$ -	$ -	$ -	$ -

Department Summary				
Personnel	$ -	$ -	$ 383,355	$ -
Operations & Maintenance	-	91,000	10,150	**81,500**
Capital	-	-	-	-
	$ -	$ 91,000	$ 393,505	**$ 81,500**

City of Wildomar
Budget Detail
Fiscal Year 2010-11

General Government General Fund -10		Development Engineering Division #	$ 81,500 434
Object Acct #	Description and Estimate Basis	Estimated 2009-10	Proposed 2010-11
10	**Salaries**	$ -	$ -
14	**Benefits**	-	-
15	**PERS**	-	-
	Personnel Total:	$ -	$ -
20	**Training/Meetings/Conferences/Travel**	$ -	$ -
		$ -	-
21	**Communications**		-
			-
22	**Professional Memberships**	-	-
			-
23	**Supplies**	500	**500**
	a Mailing and delivery costs (Contract/FedEx)	-	250
	b Office supplies	-	250
		-	-
25	**Professional/Specialized Services**	90,000	**80,000**
	a Development Engineering Services (Interwest) (0.3 FTE)	-	80,000
27	**Legal Fees**	500	**1,000**
	a BSL Law Firm Support of General Fund Engineering		1,000
	O & M Total:	$ 91,000	$ 81,500
30	**Capital Total:**		$ -
	Total Department	$ 91,000	$ 81,500

Department Information

Fiscal Year 2010-11

Overview of Department or Project services

The City of Wildomar uses a financial deposit based system when working on development projects for the private developer or resident. The system provides for 100% recovery of City costs associated with the developers unique project. City costs included in this effort include Planning, Legal, Building and Safety and Engineering services. These costs are directly offset by revenue. To the extent these costs are less, revenues will also be less.

City of Wildomar
Budget Summary
Fiscal Year 2010-11

General Government		**Private Development**	**$ 540,000**
General Fund -10		**Division #**	433

Object Acct #		Audited 2008-09	Estimated 2009-10	CFA 2010-11	**Proposed 2010-11**
	PERSONNEL COSTS				
10	Salaries	$ -	$ -	$ -	**$ -**
14	Benefits	-	-	-	**-**
15	PERS	-	-	-	**-**
	Personnel Total:	$ -	$ -	$ -	**$ -**
	OPERATIONS & MAINTENANCE COSTS				
20	Training/Meetings/Conferences/Travel	$ -	$ -	$ -	**$ -**
21	Communications	-	-	-	**-**
22	Professional Memberships		-	-	**-**
23	Supplies	-	500	-	**-**
25	Contractual Services	-	613,000	-	**540,000**
27	Legal Services	-	-	-	**-**
	O & M Total:	$ -	$ 613,500	$ -	**$ 540,000**
30	**CAPITAL COSTS**				
		-	$ -	$ -	**$ -**
30	**Capital Total:**	$ -	$ -	$ -	**$ -**

Department Summary				
Personnel	$ -	$ -	$ -	**$ -**
Operations & Maintenance	-	613,500	-	**540,000**
Capital	-	-	-	**-**
	$ -	$ 613,500	$ -	**$ 540,000**

City of Wildomar
Budget Detail
Fiscal Year 2010-11

General Government		**Private Development**	**$ 540,000**
General Fund -10		**Division #**	**433**
Object Acct #	Description and Estimate Basis	Estimated 2009-10	**Proposed 2010-11**
10	**Salaries**	$ -	$ -
14	**Benefits**	-	-
15	**PERS**	-	-
	Personnel Total:	$ -	$ -
20	**Training/Meetings/Conferences/Travel**	$ -	$ -
	0	$ -	-
21	**Communications**		-
			-
22	**Professional Memberships**	-	-
	0	0	-
23	**Supplies**	-	-
	a	-	
	b	-	
		-	-
25	**Professional/Specialized Services**	613,000	**540,000**
	a Planning, Plan Checking, Building Inspections	-	540,000
	Development Related Services for Private Development fully reimbursed from Private Development Deposits (Interwest Staffing, 2.7 FTE Blended)		
27	**Legal Fees**	-	-
	a		-
	O & M Total:	$ 613,000	$ 540,000
30	**Capital Total:**		$ -
	Total Department	$ 613,000	$ 540,000

Code Enforcement

Department Information

Fiscal Year 2010-11

Overview of Department

Code Enforcement is the prevention, investigation and enforcement of City statues and ordinances regulating public health and safety, illegal business activities, building standards, land use, and municipal affairs in neighborhoods throughout the City. Code Enforcement works in close cooperation with the City Departments, other local and state agencies, and the community to address violations of the Wildomar Municipal Zoning and Housing Ordinances.

Goals for FY 2010-11

- Codification of public nuisance ordinance
- Develop vehicle abatement and comprehensive weed abatement programs
- Create and provide additional educational resources to facilitate increase voluntary compliance on code issues

Accomplishment for FY 2009-10

- Preparation and presentation of monthly case summaries to City Council
- Implementation of standard procedures for Code Enforcement
- Created database and forms to track and document complaints/actions
- Successfully transitioned all open cases from Riverside County

City of Wildomar
Budget Summary
Fiscal Year 2010-11

General Government		**Code Enforcement**	**$ 147,500**
General Fund -10		**Division #**	435

Object Acct #		Audited 2008-09	Estimated 2009-10	CFA 2010-11	**Proposed 2010-11**
	PERSONNEL COSTS				
10		$ -	$ -		**$ -**
14		-	-		**-**
15		-	-		**-**
	Personnel Total:	$ -	$ -	$ -	**$ -**
	OPERATIONS & MAINTENANCE COSTS				
23	Supplies		4,000		**600**
24	Legal Notices		100		**300**
25	Contractual Services	45,976	130,000	456,879	**121,600**
27	Legal Services		40,000		**25,000**
	O & M Total:	$ 45,976	$ 174,100	$ 456,879	**$ 147,500**
30	**CAPITAL COSTS**				
		-	$ -		**$ -**
30	**Capital Total:**	$ -	$ -	$ -	**$ -**

Department Summary				
Personnel	$ -	$ -	$ -	**$ -**
Operations & Maintenance	45,976	174,100	456,879	**147,500**
Capital	-	-	-	**-**
	$ 45,976	$ 174,100	$ 456,879	**$ 147,500**

City of Wildomar
Budget Detail
Fiscal Year 2010-11

General Government General Fund -10		Code Enforcement Division #	$ 147,500 435
Object Acct #	Description and Estimate Basis	Estimated 2009-10	**Proposed** **2010-11**
10	**Salaries**	$ -	$ -
14	**Benefits**	-	-
15	**PERS**	-	-
	Personnel Total:	$ -	$ -
20	**Training/Meetings/Conferences/Travel**	$ -	$ -
21	**Communications**		- -
22	**Professional Memberships**		- -
23	**Supplies**	4,000	**600**
	a Mailing and delivery costs (Ontrac/FedEx)		100
	b Office supplies		500
24	**Legal Notices**	100	**300**
	a Newspaper costs	-	300
25	**Professional/Specialized Services**	130,000	**121,600**
	a Code Enforcement (Interwest, 1.0 FTE)	-	120,000
	b Data Services	-	1,600
27	**Legal Fees**	40,000	**25,000**
	a BSL Law Firm		25,000
	O & M Total:	**$ 174,100**	**$ 147,500**
30	**Capital Total:**		**$ -**
	Total Department	**$ 174,100**	**$ 147,500**

Department Information

Fiscal Year 2010-11

Overview of Department or Project services

Public Works is responsible for a variety of technical issues including:

- Private development entitlement and plan review
- Grading and drainage plans
- NPDES administration and compliance
- Transportation Planning and Traffic Engineering
- Encroachment permits/Right-of-Way management

Public Works also plans and manages the City's Capital Improvement Program and is responsible for oversight and management of street and traffic signal maintenance activities

Department Goals for FY 2010-11

- Complete and implement the initial Unpaved Roadway Enhancement project
- Design, bid, award, and construct the SB821/Safe Route to School project around Wildomar Elementary and Ronald Reagan schools
- Complete right of way acquisitions necessary to construct the Clinton Keith I-15 Interchange Improvements
- Complete Traffic Light Replacement project funded by Department of Energy Grant
- Successfully negotiate and implement new Santa Margarita storm water standards
- Transition remaining Lighting and Landscape and Assessment District administration from the County of Riverside
- Continue efforts to seek grant funding for important transportation improvement projects

Accomplishments for FY 2009-10

- Completed citywide assessment and inventory of accessibility deficiencies
- Developed policy and program guidelines for Unpaved Roadway Enhancement Program
- Developed and adopted storm response Standard Operating Procedures. Successfully utilized procedures during January 2010 storm event which minimized damage to infrastructure
- Implemented improved encroachment permit application and inspection process and tracking
- Obtained State approval and City Council adoption of Emergency Operations Plan
- Completed new Santa Ana Watershed storm water standards consistent with new Municipal Separate Storm System Permit
- Successfully secured $590,000.00 in SB821 and Safe Route to School funds to construct sidewalk improvements to Wildomar and Ronald Reagan Elementary Schools
- Successfully secured $134,000.00 Department of Energy Grant for traffic light replacement throughout the City
- Worked with WRCOG to secure additional $7.8 million for Clinton Keith i-15 Interchange Project

City of Wildomar
Budget Summary
Fiscal Year 2010-11

General Government		**Public Works**	**$ 126,200**
Genera Fund -10		**Department #**	450

Object Acct #		Audited 2008-09	Estimated 2009-10	CFA 2010-11	**Proposed 2010-11**
	PERSONNEL COSTS				
10	Salaries and Wages				**$ -**
14	Benefits			-	**-**
15	PERS				**-**
	Personnel Total:	$ -	$ -	$ -	**$ -**
20	Training/Meetings/Conferences/Travel	$ -	$ -	$ -	**$ -**
21	Communications	-	2,500	-	**-**
22	Memberships/Dues	-	-	-	**-**
23	Supplies	2,123	500	-	**200**
25	Contractual Services	364,806	65,000	50,000	**16,000**
26	NPDES	-	-	255,000	**90,000**
27	Legal Services	-	25,000	-	**20,000**
	O & M Total:	$ 366,929	$ 93,000	$ 305,000	**$ 126,200**
	CAPITAL COSTS				
8000	Capital Outlay	$ -	$ 3,300	$ -	**$ -**
	Capital Total:	$ -	$ 3,300	$ -	**$ -**

DIVISION SUMMARY				
Personnel	$ -	$ -	$ -	**$ -**
Operations & Maintenance	366,929	93,000	305,000	**126,200**
Capital	-	3,300	-	**-**
	$ 366,929	$ 96,300	$ 305,000	**$ 126,200**

City of Wildomar
Budget Detail
Fiscal Year 2010-11

General Government General Fund -10				Public Works Department	$ 126,200 450
Object Acct #	Description and Estimate Basis			Estimated 2009-10	Proposed 2010-11
10	**Salaries**			$ -	$ -
14	**Benefits**			-	-
15	**PERS**			-	-
	Personnel Total:			$ -	$ -
21	**Utilities**			$ 2,500	$ -
23	**Supplies**			500	**200**
25	**Contracted Services**			65,000	**16,000**
	a	AB939 $	10,000	-	-
	b	County Vector $	6,000		
				-	
26	**NPDES**			-	**90,000**
27	**Legal Services**			25,000	**20,000**
	O & M Total:			$ 93,000	$ **126,200**
52	**Equipment**			$ 3,300	$ -
	Capital Total:			$ 3,300	$ -
	Total Department			$ **96,300**	$ **126,200**

Department Information

Fiscal Year 2010-11

Overview of Department

Under the leadership of Chief Cleary, the Wildomar Police Department is responsible for the enforcement of local, state and federal statutes, public safety, traffic enforcement and maintaining public order. The department philosophy is based on a community-policing model and our officers are encouraged to be proactive and creatively solve quality of life issues

Goals for FY 2010-11

During these budget conscious times, the Wildomar Police Department will continue to exercise fiscal responsibility. We will work with the city to keep staffing levels constant throughout the fiscal year.

The Wildomar Police Department will continue to work closely with the City Council, community groups, and all of its citizens to cooperatively address problems that may face our city in the coming year.

Accomplishments for FY 2009-10

The previous year was especially exciting as we solidified Wildomar's identity within the community. The Wildomar Police Department, with input from city staff and the City Council, rolled out new police cars and uniforms for our officers. The new Wildomar Police Cars proudly identify themselves as part of this new and growing community. The new police uniforms also display the new Wildomar City Seal, with all of the color and rich history the city of Wildomar has to offer. The Wildomar Police Department is now truly identified as an integral part of this wonderful city.

City of Wildomar
Budget Summary
Fiscal Year 2010-11

General Government		**Police**	**$ 3,812,600**
General Fund -10		**Department**	461

Object Acct #		Audited 2008-09	Estimated 2009-10	CFA 2010-11	**Proposed 2010-11**
	PERSONNEL COSTS				
	None	$ -	$ -	$ -	$ -
	OPERATIONS & MAINTENANCE COSTS				
23	Community Promotion		$ -	$ -	$ -
23	Special Events Prof. Services (OT)		5,000		**5,000**
23	Equip. Maint. And Repair		-		**500**
23	Maint. & Repair of Bldgs. (Facility Charges)		80,000		**63,000**
23	Postage and Mailing		500		**500**
23	Publication and Membership		100		**-**
23	Rental-Prop & Equip (Sanitation & Motor)		400		**400**
25	Contracted Law Enforcement	3,983,518	3,416,859	4,493,684	**3,633,761**
23	Travel and Meetings		-		**-**
23	Training and Education		-		**19,000**
23	Telephone Service		-		**-**
23	Cal ID		25,000		**26,000**
23	Blood Draw & Analysis (AFN, DOJ & Bio Tox)		11,000		**11,000**
23	Youth Court		-		**-**
23	Vehicle Towing		200		**200**
23	Exam Services (Sexual Assault & Polygraph)		5,400		**8,000**
23	Transcription Services		-		**-**
23	Jail Access Fee		63,000		**18,000**
23	Field Training Costs		-		**-**
23	Records Mgmt. Sys. (RMS)		78,000		**21,000**
23	Haz.. Mat. Clean-up		500		**500**
23	Gang Task Force Program (DA's Office)		-		**-**
23	Office Supplies and Printing		4,800		**2,000**
23	Special Departmental Supply (Uniforms)		7,500		**3,700**
23	City Other Costs		41		**39**
	O & M Total:	$ 3,983,518	$ 3,698,300	$ 4,493,684	**$ 3,812,600**
	CAPITAL COSTS				
23	Equipment	$ -	$ -	$ -	$ -
		-	-	-	-
		-	-	-	-
	Capital Total:	$ -	$ -	$ -	$ -

DIVISION SUMMARY				
Personnel	$ -	$ -	$ -	$ -
Operations & Maintenance	3,983,518	3,698,300	4,493,684	**3,812,600**
Capital	-	-	-	-
	$ 3,983,518	$ 3,698,300	$ 4,493,684	**$ 3,812,600**

City of Wildomar
Budget Detail
Fiscal Year 2010-11

General Government		**Police**	**$ 3,812,600**
General Fund -10		**Division #**	461
Object Acct #	Description and Estimate Basis	Estimated 2009-10	**Proposed 2010-11**
	None	$ -	$ -
	Personnel Total:	$ -	$ -
	OPERATIONS & MAINTENANCE COSTS		
23	Community Promotion	$ -	$ -
23	Special Events Prof. Services (OT)	5,000	**5,000**
23	Equip. Maint. And Repair	-	**500**
23	Maint. & Repair of Bldgs. (Facility Charges)	80,000	**63,000**
23	Postage and Mailing	500	**500**
23	Publication and Membership	100	-
23	Rental-Prop & Equip (Sanitation & Motor)	400	**400**
25	Contracted Law Enforcement	3,416,859	**3,633,761**
23	Travel and Meetings	-	-
23	Training and Education	-	**19,000**
23	Telephone Service	-	-
23	Cal ID	25,000	**26,000**
23	Blood Draw & Analysis (AFN, DOJ & Bio Tox)	11,000	**11,000**
23	Youth Court	-	-
23	Vehicle Towing	200	**200**
23	Exam Services (Sexual Assault & Polygraph)	5,400	**8,000**
23	Transcription Services	-	-
23	Jail Access Fee	63,000	**18,000**
23	Field Training Costs	-	-
23	Records Mgmt. Sys. (RMS)	78,000	**21,000**
23	Haz.. Mat. Clean-up	500	**500**
23	Gang Task Force Program (DA's Office)	-	-
23	Office Supplies and Printing	4,800	**2,000**
23	Special Departmental Supply (Uniforms)	7,500	**3,700**
23	City Other Costs	41	**39**
	O & M Total:	$ 3,698,300	**$ 3,812,600**
	CAPITAL COSTS	$ -	$ -
23	Equipment	-	-
			-
	Capital Total:	$ -	$ -
	Total Department	**$ 3,698,300**	**$ 3,812,600**

City of Wildomar Police Department
Line Item Detail for Budget Proposal
Fiscal Year 2010/2011

60-02 **Community Promotions:** This account is established to cover costs of displays and other materials at police/community functions.

60-03 **Special Events Professional Services (Special Event / Special Ops Overtime):** This includes extra-duty overtime associated with holiday weekend deployment, City Council Meetings, Planning Commission Meetings, ROVE Patrols, Holiday Enforcement, Special Events, etc.

60-15 **Equip.-Maintenance & Repair:** This account will cover the cost of continued maintenance of city owned equipment, partial costs of County owned ROVE vehicles and related equipment.

60-16 **Maintenance and Repair of Buildings:** Facility charges related to the contract based on the level of service.

60-17 **Postage/Bulk Mailing:** Postage and mailing costs for all City-related correspondence.

60-18 **Publications & Membership:** Membership in IACP (Int'l. Assn. Of Chiefs of Police) and leadership / professional and law enforcement publications.

60-19 **Rental of Property and Equipment:** Costs related to the rental of portable sanitary facilities at DUI Checkpoints, rental of police motorcycles for training, etc.

60-20 **Profess.-Tech. & Other Services:** Costs related to contracted law enforcement. Includes 13 billing periods which includes contract costs for daily patrol hours, overtime, dedicated positions, dedicated differentials and mileage costs.

It should be noted that the City of Wildomar currently contracts for 70 hours per day, however based on calls for service and officer safety concerns with relation to the nature of some calls, the city is receiving approx. 72 hours of contract patrol services. The extra 2 hours per day beyond their contracted service level results in approx. 730 extra patrol hours per year @ an hourly rate of $128.07 for a total cost of approx. $93,491. per year. This patrol overage cost has been identified and SLEF funding received by the City of Wildomar has been ear-marked to cover this cost.

60-22 **Travel & Meeting Expense:** Travel and meeting costs associated with City- related training and education.

60-23 **Training & Education:** Costs related to training and education for City-related training and dedicated positions. Funding level request includes the following:

2 Basic Traffic Accident Training (40 hours) - Tuition	$	250.00
2 Raidar / Lidar Training (32 hours) - Tuition		400.00
144 hours @ $128.07		18,442.08
	$	19,092.08

60-27 **Telephone Service:** Cellular phone service for dedicated contract positions.

60-30 **CAL-ID:** Contract city partner costs for participation in the CAL-ID Program. (Required as part of the contract) FY 10/11 projection based on estimate.

60-32 **Blood Draws and Analysis:** Costs related to the drawing and testing of blood, urine, etc. related to criminal investigations. (Vendors are AFN, DOJ and BIO-TOX)

60-34 **Youth Court:** Expenses related to the operation of the Youth Court Program.

60-36 **Vehicle Towing:** Costs associated with the towing of vehicles.

60-38 **Exam Services:** Costs related to sexual assault exams and polygraph exams.

60-40 **Transcription Services:** Costs related to the transcribing of City reports.

60-42 **Booking Fees and Jail Access Fees:** Costs associated with the booking of arrestees into the Riverside County Jail System.

Booking Fees: are currently $ 43.04 each and are billed monthly. The City of Wildomar had a total of 378 bookings in FY 08/09 and has had 186 bookings from July 1, 2009 - January 31, 2010. This brings the average monthly # of bookings to 27 and an estimate of 324 bookings for the fiscal year. If the monthly average of bookings and the rate per booking does not change for FY 10/11, the City of Wildomar should anticipate approximately $14,000. in booking fees. Should the booking fee be increased due to lack of State off-set reimbursement, this fee could go higher per booking. (See attached Booking Fee Agencies Impact Report from Sheriff's Corrections Accounting)

Jail Access Fee: are currently $ 388. each and are billed monthly. These fees are based on the agency's prior three-year rolling average number of non-felony bookings. Only the number of bookings that exceed the average are billed. The City of Wildomar has a three-year rolling average of 99. As of January 31, 2010, the number of bookings that would qualify for the Jail Access Fee were 58 or approx. 9 bookings per month. The year-end projection at this rate would be a total of 108 qualifing bookings, 9 of which would be charged the fee. If bookings continue at this estimated rate, the city should budget for approximately 10 Jail Access Fees per year, or $ 4,000.

Booking Fees	$ 14,000
Jail Access Fee	4,000
	$ 18,000

60-44 **Field Training Costs:** Costs related to the training of new sworn personnel. (This cost only applies when new sworn positions are added to the contract)

60-46 **Records Management System:** Contract city partner costs for access to the Records Management System (RMS). FY 10/11 projection based on estimate.

60-48 **Haz-Mat Clean Up:** Costs associated with the clean-up of hazardous materials related to crime scenes.

70-30 **Office Supply & Printing:** General office supplies and printing costs related to City stationary, business cards, citations, etc.

City stationary & envelopes	$ 700
City business cards	100
City citation books	1,000
City receipt books	200
	$ 2,000

70-33 **Special Department Supply:**
City of Wildomar uniform patches, vehicle graphics, special dedicated position uniforms, etc.
2 vehicles @ $1,100. each = $2,200.
100 patches (min. order) with a one-time/first-time set-up fee = $1,500.
Total $ 3,700

80-50 **Machinery & Equipment:** This would cover the cost of purchasing and/or replacing existing police enforcement motorcycles and other related equipment.

Department Information

Fiscal Year 2010-11

Overview of Department

Fire/EMS services are provided to the City of Wildomar through contract with Riverside County Fire. Riverside County in turn contracts with CAL FIRE for fire protection services. This integrated, cooperative, regional fire protection system provides a seamless response capability throughout Riverside County that applies maximum fiscal benefit to all parties.

Wildomar contracts for an equivalent of 1.3 fire stations based on population, square miles within the City and response volume. The City also benefits by only paying a portion of the salary of a CAL FIRE Battalion Chief which also serves as the City Fire Chief.

Goals for FY 2010-11

Goals for the upcoming fiscal year are to maintain the response levels currently in place for the City.

We also intend to pursue the re-location of Station 61 with monies earmarked by RDA to better serve the City with a modern, centrally located Fire Station.

Accomplishments for FY 2009-10

Accomplishments in the current fiscal year include meeting budget expectations for Fire Services and even coming in slightly under budget.

Customer service is a key priority of County Fire Chief John Hawkins, and the Fire Department has been very actively involved in community events with an emphasis on fire prevention and safety outreach.

Wildomar and CAL FIRE also entered into a contractual agreement to provide increased wild land fire response capability in the Bundy Canyon Canyon corridor. This will provide a higher level of protection for it's citizens while keeping financial commitments under control.

City of Wildomar
Budget Summary
Fiscal Year 2010-11

General Government		**Fire**	**$ 1,851,900**
General Fund -10		**Department #**	465

Object Acct #		Audited 2008-09	Estimated 2009-10	CFA 2010-11	**Proposed 2010-11**
	PERSONNEL COSTS				
	None	$ -	$ -	$ -	**$ -**
	OPERATIONS & MAINTENANCE COSTS				
29	Operations	$ -	$ -	$ -	**$ 1,288,246**
29	Support	-	-	-	**480,899**
29	Estimated Direct Charges	-	-	-	**29,174**
29	Fire Engine Use Agreement	-	-	-	**19,200**
23	Station (Minor costs paid by Wildomar a	-	-	-	**13,081**
30	Wildfire Insurance	-	-	-	**21,300**
		-	-	-	**-**
	O & M Total:	$ 1,412,650	$ 1,770,000	$ 2,893,643	**$ 1,851,900**
	CAPITAL COSTS				
		$ -	$ -	$ -	**$ -**
		-	-	-	**-**
	Capital Total:	$ -	$ -	$ -	**$ -**

*Note: CFA for FY 2010-11 assumes Clinton Keith Station Costs.($1.4m)

DIVISION SUMMARY				
Personnel	$ -	$ -	$ -	**$ -**
Operations & Maintenance	1,412,650	1,770,000	2,893,643	**1,851,900**
Capital	-	-	-	**-**
	$ 1,412,650	$ 1,770,000	$ 2,893,643	**$ 1,851,900**

City of Wildomar
Budget Detail
Fiscal Year 2010-11

General Government				**Fire**	**$ 1,851,900**
General Fund -10				**Department**	465
Object Acct #	Description and Estimate Basis			Estimated 2009-10	**Proposed 2010-11**
	None			$ -	$ -
	Personnel Total:			$ -	$ -
	Operations and Support				
	Operations	**Station 61**	**Relief**		**$ 1,288,246**
	Captain (2)	$ 319,020	$ -		
	Medic Captains (1)	176,996	-		
	Engineers (2)	272,879			
	Medic Engineers (1)	153,041	-		
	Fire Fighter II (2)	233,343	-		
	Medic Fire Fighter II (1)	132,967			
	(9)	1,288,246	$ -		
	Support				**480,899**
	Admin/Operational	158,935			
	Volunteer Program	12,527			
	Medic Program	24,783			
	Battalion Chief Support	53,749			
	Fleet Support	29,560			
	ECC Support	91,061			
	Communications/ Info Tech	106,578			
	Facility	3,706			
		480,899			
	Estimated Direct Charges				**29,174**
	Fire Engine Use Agreement				**19,200**
29	**O & M Total: (Contract Costs)**			$ 1,770,000	**$ 1,817,519**
23	**Station** (*Minor costs paid by Wildomar and carry forward)*				**13,081**
37	**Wildfire Insurance**			-	**21,300**
	O & M Total:			$ 1,770,000	**$ 1,851,900**
	Capital Total:			$ -	$ -
	Total Department			**$ 1,770,000**	**$ 1,851,900**

Animal Control Services

Department Information

Fiscal Year 2010-11

Overview of Department

This service is contracted with Animal Friends of the Valley (AFV) for Field Services and Animal Sheltering Services. At the time of this proposed budget publishing, discussions were still ongoing as to the continuance of this and future contracts due to significant cost increases related to the new animal shelter which is expected to open during the Fall of 2010.

City of Wildomar
Budget Summary
Fiscal Year 2010-11

General Government		**Animal Control Services**	**$ 262,300**
General Fund -10		**Department #**	466

Object Acct #		Audited 2008-09	Estimated 2009-10	CFA 2010-11	**Proposed 2010-11**
	PERSONNEL COSTS				
	None	$ -	$ -	$ -	**$ -**
	OPERATIONS & MAINTENANCE COSTS				
25	Contracted Services	$ 151,311	$ 110,000	$ 294,852	**$ 262,300**
	O & M Total:	$ 151,311	$ 110,000	$ 294,852	**$ 262,300**
	CAPITAL COSTS				
	None	$ -	$ -	$ -	**$ -**

DIVISION SUMMARY				
Personnel	$ -	$ -	$ -	**$ -**
Operations & Maintenance	151,311	110,000	294,852	**262,300**
Capital	-	-	-	**-**
	$ 151,311	$ 110,000	$ 294,852	**$ 262,300**

City of Wildomar
Budget Detail
Fiscal Year 20010-11

General Government		**Animal Control Services**	**$**	**262,300**
General Fund -10		**Department**		466
Object Acct #	Description and Estimate Basis	Estimated 2009-10		**Proposed 2010-11**
	None	$ -	$	-
	Personnel Total:	$ -	$	-
	OPERATIONS & MAINTENANCE COSTS			
25	AFV Current Contract ($7,500/mo*4 mos)	$ -	$	**30,000**
25	Debt Service (8 months ($149,835*66.66%)			**99,900**
25	Shelter Operational Costs (8 months ($108,646*66.66%)	-		**72,400**
25	Field Service Costs (8 months...$90,000 *66.66 %)	-		**60,000**
	O & M Total:	$ 110,000	$	**262,300**
	None	$ -	$	-
	Capital Total:	$ -	$	-
	Total Department	**$ 110,000**	**$**	**262,300**

Note: COW's Annual Costs for *FY 2011-12,* Using 12.5% of the JPA's Shelter are estimated at:

1	Lease Payment (Debt Service)	$	149,835
2	Operational Costs for Shelter	$	108,646
3	Estimated Field Service Costs	$	90,000
	Total Animal Control Costs for FY 2011-12	**$**	**348,481**

Office of Emergency Management

Department Summary

Fiscal Year 2010/11

Overview

This department will provide for training and supplies in the event of a disaster or emergency need for services.

Accomplishments of FY 2009-10 and Goals for FY 2010-11

Competed the Emergency Operations Plan

100% of staff was certified in the required FEMA IS series

2 staff and 1 council member received certification in FEMA Intro to Earthquake Management

Pre Citizen's Corp group was established with monthly meetings and trainings

Submitted Grants totaling almost $20,000

Our City is now represented on 3 County committees:

Mass Care and Shelter which is in the process of writing the County wide Mass Care and Shelter Plan. This plan has already been recognized nationally and when completed many Counties have already requested plans to implement in their areas.

City of Wildomar
Budget Summary
Fiscal Year 2010-11

General Government	**Office of Emergency Management**	**$ 41,100**
General Fund -10	**Department #**	467

Object Acct #		Audited 2008-09	Estimated 2009-10	CFA 2010-11	**Proposed 2010-11**
	PERSONNEL COSTS				
	None	$ -	$ -	$ -	**$ -**
	OPERATIONS & MAINTENANCE COSTS				
20	Training/Meetings/Conferences/Travel		$ 4,500		**$ 3,500**
21	Communications		-		**-**
22	Memberships/Dues		-		**-**
23	Supplies		1,000		**25,600**
25	Contracted Services-General		32,000		**12,000**
	O & M Total:	$ -	$ 37,500	$ -	**$ 41,100**
	CAPITAL COSTS				
8000	Capital Outlay	$ -	$ -	$ -	**$ -**
	Capital Total:	$ -	$ -	$ -	**$ -**

SUMMARY				
Personnel	$ -	$ -	$ -	**$ -**
Operations & Maintenance	-	37,500	-	**41,100**
Capital	-	-	-	**-**
	$ -	$ 37,500	$ -	**$ 41,100**

City of Wildomar
Budget Detail
Fiscal Year 2010-11

General Government	**Office of Emergency Management**	**$**	**41,100**
General Fund -10	**Department**		467

Object Acct #	Description and Estimate Basis	Estimated 2009-10	Proposed 2010-11
	None	$ -	$ -
	Personnel Total:	$ -	$ -
20	Training/Meetings/Conferences/Travel	$ 4,500	**$ 3,500**
21	Communications	-	**-**
22	Memberships/Dues		**-**
23	Supplies	1,000	**25,600**
25	Contracted Services-General	32,000	**12,000**
		-	
	O & M Total:	$ 37,500	**$ 41,100**
	None	$ -	$ -
	Capital Total:	$ -	$ -
	Total Department	**$ 37,500**	**$ 41,100**

Community Services

Department Information

Fiscal Year 2010-11

Overview of Department

This department provides all planning for special events and City meetings and other related services. This proposed budget includes funding for a summer recreation program and several special events.

Goals for FY 2010-11

Keep our parks open
Continue Summer/Spring/Winter/Fall programs
Add additional Adult softball leagues
Train Staff in their EOC sections
Get staff 100% trained in new FEMA IS requirements
Purchase items from approved 2010 EMPG grant for EOC

Community Services

Fiscal Year 2010-11

Accomplishments for FY 2009-10

2009 Spring & Summer Programs reached more than 2,500 residents

Summer programs

4 movies in the Park

4 concerts in the Park

A Night Under the Stars - Astronomy Night

Families listened to regional astronomers give presentations on the sky using the large movie screen for display. Local and regional astronomers set up their personal telescopes for public viewing throughout the evening. The highlight of the evening is the free raffle of ten (10) family telescopes to take home for personal viewing.

Spring programs included a children's egg hunt. As in previous years we had more than 500 children have enjoyed the community egg hunt. As they waited for their age slot to be called they enjoy free activities such as face painting, hands on arts & crafts, bounce houses and the ever popular picture with the bunny.

New Adult league for Co-ed softball began in May with 6 teams participating.

Sports Groups using the Park with reservations

Wildomar Little League – and Girls softball

Wildomar Youth Basketball

Wildomar Youth Football and Cheer

Adult Soccer League rents the fields for Sunday morning games

Faith Baptist Church – School baseball team

Community Use of Parks

Wildomar Rotary BBQ had over 5,000 in attendance in April at their inaugural International BBQ cook off. Sponsors from as far away as Baja Mexico were in attendance

Wildomar Community Council held their annual Community Car Show in November at Marna with crowds growing each year

The Church of Jesus Christ of Latter-day Saints participated in a Tri City (Lake Elsinore, Cyn Lake & Wildomar) service project on May 17 for our parks with 162 volunteers for the day. They did a major renovation and cleaning of the slide and swing areas in both Marna and Heritage, cleaned the existing wood chips and wheeled in new wood chips, removed and replaced vegetation to drought resistant plants, painted and painted the water tower frame.

Multiple birthday parties, baby showers and other family functions fill our Shelters each weekend all year long.

City of Wildomar
Budget Summary
Fiscal Year 2010-11

General Government		**Community Services**	**$ 133,000**
General Fund -10		**Division #**	470

Object Acct #		Audited 2008-09	Estimated 2009-10	CFA 2010-11	**Proposed 2010-11**
	PERSONNEL COSTS				
10		$ -	$ -		$ -
14		-	-		-
15		-	-		-
	Personnel Total:	$ -	$ -	$ -	$ -
	OPERATIONS & MAINTENANCE COSTS				
20	Training/Meetings/Conferences/Travel	913	2,000	-	**1,000**
21	Communications		500	-	-
23	Supplies and Services	3,869	25,000	-	**99,800**
25	Contract Services	14,712	65,000	-	**32,200**
	O & M Total:	$ 19,494	$ 92,500	$ -	**$ 133,000**
30	**CAPITAL COSTS**				
30	**Capital Total:**	$ -	$ -	$ -	$ -

Department Summary				
Personnel	$ -	$ -	$ -	$ -
Operations & Maintenance	19,494	92,500	-	**133,000**
Capital	-	-	-	-
	$ 19,494	$ 92,500	$ -	**$ 133,000**

City of Wildomar
Budget Detail
Fiscal Year 2010-11

General Government		**Community Services**	**$ 133,000**
General Fund -10		**Division #**	470
Object Acct #	Description and Estimate Basis	Estimated 2009-10	**Proposed 2010-11**
10	**Salaries**	$ -	$ -
14	**Benefits**	-	-
15	**PERS**	-	-
	Personnel Total:	$ -	$ -
20	**Training/Meetings/Conferences/Travel**	$ 2,000	$ **1,000**
21	**Communications**	500	-
			-
22	**Professional Memberships**		-
			-
23	**Supplies and Services**	25,000	**99,800**
	a Seasonal Recreation Programs		33,300
	b CC Mtgs and Event Fees/Flags		3,500
	c Sports Programs		3,900
	d Supplies		15,000
	e Printing Advertising		10,000
	f Farmers Market Program		34,100
25	**Contract Services**	65,000	**32,200**
	a Department Services-Staffing	-	32,200
	O & M Total:	$ **92,500**	$ **133,000**
30	**Capital Total:**		$ -
	Total Department	$ **92,500**	$ **133,000**

Non-Departmental

Department Information

Fiscal Year 2010-11

Overview of Department

This budget is used to pay for all costs of a city-wide nature. City Hall lease expenses, Insurances, utilities are some of the expenses of this department.

City of Wildomar
Budget Summary
Fiscal Year 2010-11

General Government		**Non-Departmental**	**$ 256,910**
General Fund -10		**Department #**	480

Object Acct #		Audited 2008-09	Estimated 2009-10	CFA 2010-11	**Proposed 2010-11**
	PERSONNEL COSTS				
	None	$ -	$ -	$ -	**$ -**
	OPERATIONS & MAINTENANCE COSTS				
21	Utilities/Communications	$ 11,989	$ 24,000		**$ 24,000**
23	Supplies/Services	160,611	34,000		**20,200**
25	Contracted Services	30,571	70,200		**24,900**
27	Legal Services		500		**1,000**
28	LAFCO Fee		3,000		**3,000**
29	Insurances	59,034	31,000		**55,210**
32	City Hall Lease	234,820	122,400		**123,600**
					-
	O & M Total:	$ 497,025	$ 285,100	$ 425,927	**$ 251,910**
	CAPITAL COSTS				
31	Furniture and Fixtures, Computers, worl	$ 11,765	$ -	$ -	**$ 5,000**
	Capital Total:	$ 11,765	$ -	$ -	**$ 5,000**

DIVISION SUMMARY				
Personnel	$ -	$ -	$ -	**$ -**
Operations & Maintenance	497,025	285,100	425,927	**251,910**
Capital	11,765	-	-	**5,000**
	$ 508,790	$ 285,100	$ 425,927	**$ 256,910**

City of Wildomar
Budget Detail
Fiscal Year 2010-11

General Government				**Non-Departmental**	**$ 251,910**
General Fund -10				**Department**	**480**
Object Acct #	Description and Estimate Basis			Estimated 2009-10	**Proposed 2010-11**
10	**Salaries**			$ -	$ -
14	**Benefits**			-	-
15	**PERS**			-	-
	Personnel Total:			$ -	$ -
21	**Utilities/Communications**			24,000	**24,000**
	So Cal Edison-Electricity	$1,000/ month	12,000		
	So Cal Gas	100/mo.	1,200		
	AT&T Services	300/mo.	3,600		
	DirecTV	100/mo.	1,200		
	Verizon	$500/mo.	6,000		
23	**Supplies/Services**			34,000	**20,200**
	a FedEx/Ontrac	2,000			
	b Printing Services	5,000			
	c Misc Office Supplies	12,000		-	
	d Pitney Bowes Meter/Postage	1,200			
25	**Contracted Services**			70,200	**24,900**
	a Monthly Technology Fee $1,000/mo.	12,000			
	b Human Resources Screening Svcs.	2,000			
	c Misc Repairs	1,500			
	d Janitorial Services (est. $700/mp)	8,400			
	e Photos	1,000			
27	**Legal Services**			500	**1,000**
28	**LAFCO Fee**			3,000	**3,000**
29	**Insurances**			31,000	**55,210**
	a Exec-U-Care	4,200		-	
	b Parsac	51,010			
	General Liability	*25,328*			
	Workers Comp	*20,882*			
	Property	*4,000*			
	Crime Bond	*800*			
32	**City Hall Lease**			122,400	**123,600**
	Naples Plaza at $10,300 per month	123,600			
	O & M Total:			$ 285,100	$ 251,910
31	Furniture and Fixtures, Computers, workstations				**5,000**
	Capital Total:			$ -	$ -
	Total Department			$ 285,100	$ 251,910

Other Funds Summaries

and

Detail

City of Wildomar
Total City Budgets Summary
FY 2010-11
Non-General Funds

	Fund Balance	Expenses	Revenues	Reserves	Fund #
Non-General Funds					
Capital and Maintenance					
Gas Tax/TCRP (Prop 42)	$ 840,554	$ 1,042,500	$ 1,281,800	$ *1,079,854*	*20*
AQMD	17,511	23,600	17,100	*11,011*	*25*
Measure "A"	84	349,000	349,000	*84*	*28*
Dev. Impact Fee	531,322	10,000	102,500	*623,822*	*42*
Assessment Funds					
LMD 2006-1 (Parks)	171,600	210,200	192,000	*153,400*	*50*
LLMD 89-1-C (street lights)	-	288,700	288,700	-	*51*
CSA 22	15,803	38,900	29,600	*6,503*	*55*
CSA 103	177,820	168,700	140,000	*149,120*	*56*
CSA 142	48,003	32,000	32,000	*48,003*	*57*
Grants	-	589,900	589,900	-	*61*
	-	-	-		
Tot Non-General Funds	$ 1,802,697	$ 2,753,500	$ 3,022,600	$ 2,071,797	

Overview of Non-General Funds

Fiscal Year 2010-11

Gas Tax/TCRP: This fund is used to record all Gas Tax-related revenues from the State of California allocated to the City of Wildomar. Due to changes at the State level, The Traffic Congestion Relief Program has been combined with the Gas Tax Fund. Plans for FY 2010-11 include the continued repair and maintenance of the road system within the City.

Air Quality Management District (AQMD) Fund: This fund will be used to control the dust generated from the 47 miles of unimproved roads in the City.

Measure A Fund: This fund will be used to provide transportations improvements as noted within the City.

Assessment District Funds: These funds will provide services such as Parks, Landscape maintenance, and Street lighting. Utility costs continue to challenge the funds available to continue to provide these services. Although the Parks District source of funding continues to be threatened, services are currently funded using the anticipated assessments.

City of Wildomar
Budget Summary
Fiscal Year 2010-11

Gas Tax Fund 20				**Gas Tax**	**$ 1,042,500**
				Department #	450

Object Acct #		Audited 2008-09	Estimated 2009-10	CFA 2010-11	**Proposed 2010-11**
	PROGRAM REVENUES				
3130	Gas Tax 2105	$ 246,091	**$ 250,000**	$ 264,818	**$ 244,256**
3131	Gas Tax 2106	150,515	**126,500**	160,676	**147,897**
3132	Gas Tax 2107	327,539	**300,000**	345,582	**325,393**
3133	Gas Tax 2107.5	12,000	**6,000**	6,000	**6,000**
3135	TCRP Prop 42 Replacement	260,869	**233,000**	147,140	**458,254**
3260	Interest Income	8,223	**1,000**	-	**-**
TBD	Riverside County CIP Reimbursement				**100,000**
	Program Revenue Total	$ 1,005,237	$ 916,500	$ 924,216	**$ 1,281,800**
	PERSONNEL COSTS				
	None	$ -	$ -	$ -	$ -
	OPERATIONS & MAINTENANCE COSTS				
21	Utilities	$ -	$ 25,000	$ -	**$ 14,000**
23	Services/Supplies		10,000		**8,500**
25	Contracted Services *	303,183	675,000	-	**897,000**
	PV Maintenance, $305,000				
	Republic Electric, $65,000				
	Interwest Consulting Group $450,000				
	Payment to Riverside County $77,000				
28	Legal Services				**5,000**
	O & M Total:	$ 303,183	$ 710,000	$ 1,239,763	**$ 924,500**
	Transfer to General Fund				
	Total	$ -	$ 68,000	$ 146,592	**$ 118,000**
	Program Expenditure Total	$ 303,183	$ 778,000	$ 1,386,355	$ 1,042,500
	Fund Summary				
	Total Revenue	$ 1,005,237	$ 916,500	$ 924,216	**$ 1,281,800**
	Personnel	$ -	$ -	$ -	$ -
	Operations & Maintenance	303,183	710,000	1,239,763	**924,500**
	Transfer to General Fund	-	68,000	146,592	**118,000**
	Total Expenditures	$ 303,183	$ 778,000	$ 1,386,355	**$ 1,042,500**
	Surplus/Shortfall	$ 702,054	$ 138,500	$ (462,139)	**$ 239,300**
	Fund Balance	$ 702,054	$ 840,554		**$ 1,079,854**

Note: Audited Actual Expenditures do not include $383243 of Riverside Co. Costs to be repaid in 5 yrs.

City of Wildomar
Budget Summary
Fiscal Year 2010-11

Air Quality Management District Fund 25		**AQMD**	**$ 23,600**
		Department #	450/9xx

Object Acct #		Audited 2008-09	Estimated 2009-10	CFA 2010-11	**Proposed 2010-11**
	PROGRAM REVENUES				
3130	AQMD AB2766 Subvention	$ 35,773	$ 17,200	$ -	**$ 17,000**
3260	Interest Income	238	100	-	**100**
	Program Revenue Total	$ 36,011	$ 17,300	$ -	**$ 17,100**
	PERSONNEL COSTS				
	None	$ -	$ -	$ -	**$ -**
	OPERATIONS & MAINTENANCE COSTS				
25	**Contract Services**				
	Unpaved Roadway Enhancement Program	$ -	$ 35,000	$ -	**$ 22,000**
	Bus Pass Program				**800**
	O & M Total:	$ -	$ 35,000	$ -	**$ 22,800**
	Transfer to General Fund				
	Total	$ -	$ 800	$ -	**$ 800**
	Fund Summary				
	Total Revenue	$ 36,011	$ 17,300	$ -	**$ 17,100**
	Personnel	$ -	$ -	$ -	**$ -**
	Operations & Maintenance	-	35,000	-	**22,800**
	General Fund Transfer	-	800	-	**800**
	Total Expenditures	$ -	$ 35,800	$ -	**$ 23,600**
	Surplus/Shortfall	$ 36,011	$ (18,500)	$ -	**$ (6,500)**
	Fund Balance	$ 36,011	$ 17,511		**$ 11,011**

City of Wildomar
Budget Summary
Fiscal Year 2010-11

Measure A Fund 28 — **Measure A** **$ 349,000** — **Department #** 450-9xx

Object Acct #		Audited 2008-09	Estimated 2009-10	CFA 2010-11	**Proposed 2010-11**
	PROGRAM REVENUES				
3153	Measure A	$ 546,084	$ 348,000	$ 836,779	**$ 349,000**
3260	Interest Income	-	1,000	-	**-**
	Program Revenue Total	$ 546,084	$ 349,000	$ 836,779	**$ 349,000**
	PERSONNEL COSTS				
	None	$ -	$ -	$ -	**$ -**
	OPERATIONS & MAINTENANCE COSTS				
25	**Contract Services:**	$ -	$ 825,000	$ 836,779	**$ 321,100**
901-25	Accessibility Improvement Program	-	45,000		*20,000*
902-25	Roadway Safety Improvements		50,000		*50,000*
903-25	Slurry Seal Program		155,000		*155,000*
904-25	Traffic Signal Program		331,000		-
905-25	Unpaved Roadway		50,000		*29,100*
906-25	**City Wide Maintenece Program**		194,000		*67,000*
					-
	O & M Total:	$ -	$ 825,000	$ 836,779	**$ 321,100**
	Transfer to General Fund (10% of Expense)				
	Total	$ -	$ 70,000	$ -	**$ 27,900**
	Program Expenditure Total	$ -	$ 895,000	$ 836,779	$ 349,000
	Fund Summary				
	Total Revenue	$ 546,084	$ 349,000	$ 836,779	**$ 349,000**
	Personnel	$ -	$ -	$ -	**$ -**
	Operations & Maintenance	-	825,000	836,779	**321,100**
	Transfer to General Fund	-	70,000	-	**27,900**
	Total Expenditures	$ -	$ 895,000	$ 836,779	**$ 349,000**
	Surplus/Shortfall	$ 546,084	$ (546,000)	$ -	**$ -**
	Fund Balance	$ 546,084	$ 84		**$ 84**

City of Wildomar
Budget Summary
Fiscal Year 2010-11

DIF Fund 42

Development Impact Fees **$ 10,000**
Department # 420

Object Acct #		Audited 2008-09	Estimated 2009-10	CFA 2010-11	**Proposed 2010-11**
	PROGRAM REVENUES				
3153	DIF	$ 75,978	$ 465,000		**$ 102,500**
3260	Interest Income	344		-	
	Program Revenue Total	$ 76,322	$ 465,000	$ -	**$ 102,500**
	PERSONNEL COSTS				
	None	$ -	$ -	$ -	$ -
	OPERATIONS & MAINTENANCE COSTS				
25	**Contract Services:**	$ -	$ -	$ -	$ -
		-			
	O & M Total:	$ -	$ -	$ -	$ -
	Transfer to General Fund (10% of Expense)				
	Total	$ -	$ 10,000	$ -	**$ 10,000**
	Program Expenditure Total	$ -	$ 10,000	$ -	$ 10,000
	Fund Summary				
	Total Revenue	$ 76,322	$ 465,000	$ -	**$ 102,500**
	Personnel	$ -	$ -	$ -	$ -
	Operations & Maintenance	-	-	-	-
	Transfer to General Fund	-	10,000	-	**10,000**
	Total Expenditures	$ -	$ 10,000	$ -	**$ 10,000**
	Surplus/Shortfall	$ 76,322	$ 455,000	$ -	**$ 92,500**
	Fund Balance	$ 76,322	$ 531,322		**$ 623,822**

City of Wildomar
Budget Summary
Fiscal Year 2010-11

LMD 2006-1 — **Community Services Total Expenses** $ 210,200
Fund Number 50 — **Department #** 470-473

Object Acct #	Description and Estimate Basis	Admin 470	Parks O'Brien 471	Parks Heritage 472	Parks Windsong 473	Proposed Budget 2010-11
Fund Balance						**$ 171,600**
				-		-
Revenues						**$ 192,000**
	6,858 Parcels @ $28.00 each			-		-
Expenditures		$ 18,200	$ 121,460	$ 35,670	$ 34,870	**$ 210,200**
21	**Utilities**	$ -	$ 60,790	$ 13,000	$ 15,400	$ 89,190
	a Electricity		21,000	-	2,400	23,400
	b Water		39,190	13,000	13,000	65,190
	c Communications		600			600
23	**Supplies & Services**	$ -	$ 3,690	$ 790	$ 790	$ 5,270
	a Repairs (irrigation, etc.)		1,500	400	400	2,300
	b Annual Maintenance *(i.e. wood chips, etc.*		1,500	200	200	1,900
	c Supplies, Dog Bags, restroom, etc		690	190	190	1,070
25	**Contract Services**	$ 18,200	$ 56,980	$ 21,880	$ 18,680	$ 115,740
	Landscape Maintenance (CTAI)		24,000	11,400	10,200	45,600
	Park Maintenance (Diamond W)		14,640	5,280	4,080	24,000
	Janitorial		6,840			6,840
	Security		1,700	1,700	1,700	5,100
	Assessment Engineering Services	18,200				18,200
	Park Staffing		9,800	3,500	2,700	16,000
Reserve						**$ 153,400**

Comments:

City of Wildomar
Budget Summary
Fiscal Year 2010-11

LLMD 89-1C Street Lighting and Landscape	**Community Services Total Expenses**	**$ 288,700**
Fund Number 51	**Department #**	**470 & 450**

Object Acct #	Description and Estimate Basis	Admin 470	Landscape 470	Street Lights 450	Proposed Budget 2010-11
Fund Balance					**$ -**
	Balance retained by Riverside Co.		-		-
Revenues					**$ 288,700**
	Parcel Assessments		-		288,700
Expenditures		$ -	$ -	$ 288,700	**$ 288,700**
21	**Utilities**	$ -	$ -	$ -	$ -
	a Electricity	-	-	-	-
	b Water	-	-	-	-
	c Communications	-	-	-	-
23	**Supplies & Services**	$ -	$ -	$ -	$ -
	a Repairs (irrigation, etc.)	-	-	-	-
	b Annual Maintenance *(i.e. wood chips, etc.*	-	-	-	-
25	**Contract Services**	$ -	$ -	$ 288,700	$ 288,700
	Landscape Maintenance	-	-	-	-
	Park Maintenance	-	-	-	-
	Contract Management -- Riverside Cou	-	-	288,700	288,700
	Security	-	-	-	-
	Assessment Engineering Services	-	-	-	-
					-
Reserve					**$ -**

Comments:
This district of 31 locations throughtout the City of Wildomar will be administered and serviced by Riverside County

City of Wildomar
Budget Summary
Fiscal Year 2010-11

CSA 22 Street Lights			**Community Services Total Expenses**		**$ 38,900**
Fund Number 55				**Department #**	**470 & 450**
Object Acct #	Description and Estimate Basis	**Admin 470**	**Landscape 470**	**Street Lights 450**	**Proposed Budget 2010-11**
Fund Balance					**$ 15,803**
			-		15,803
Revenues					**$ 29,600**
	878 Parcels @ $2 to $56 each		-		29,600
Expenditures		$ 2,900	$ -	$ 36,000	**$ 38,900**
21	**Utilities**	$ -	$ -	$ 36,000	**$ 36,000**
	a Electricity	-	-	36,000	36,000
	b Water	-	-	-	-
	c Communications	-	-	-	-
23	**Supplies & Services**	$ -	$ -	$ -	$ -
	a Repairs (irrigation, etc.)	-	-	-	-
	b Annual Maintenance *(i.e. wood chips, etc.*	-	-	-	-
25	**Contract Services**	$ 2,900	$ -	$ -	$ 2,900
	Landscape Maintenance	-	-	-	-
	Park Maintenance	-	-	-	-
	Contract Management	600	-	-	600
	Security	-	-	-	-
	Assessment Engineering Services	2,300	-	-	2,300
					-
Reserve					**$ 6,503**

Comments:

City of Wildomar
Budget Summary
Fiscal Year 2010-11

CSA 103 Cervera Landscape and Street Lights			**Community Services Total Expenses**		**$ 168,700**
Fund Number 56				**Department #**	**470 & 450**
Object Acct #	Description and Estimate Basis	**Admin 470**	**Landscape 470**	**Street Lights 450**	**Proposed Budget 2010-11**
Fund Balance					**$ 177,820**
			-		177,820
Revenues					**$ 140,000**
	4,222 Parcels @ $20 to $28 each		-		140,000
Expenditures		$ 14,700	$ 13,000	$ 141,000	**$ 168,700**
21	**Utilities**	$ -	$ 6,600	$ 141,000	**$ 147,600**
	a Electricity	-	-	141,000	141,000
	b Water	-	6,600	-	6,600
	c Communications	-	-	-	-
23	**Supplies & Services**	$ -	$ 400	$ -	$ 400
	a Repairs (irrigation, etc.)	-	400	-	400
		-		-	-
25	**Contract Services**	$ 14,700	$ 6,000	$ -	$ 20,700
	Landscape Maintenance (CTAI)	-	6,000	-	6,000
	Park Maintenance	-	-	-	-
	Contract Management	3,400	-	-	3,400
	Security	-	-	-	-
	Assessment Engineering Services	11,300	-	-	11,300
					-
Reserve					**$ 149,120**

Comments:

City of Wildomar
Budget Summary
Fiscal Year 2010-11

CSA 142 Wildomar Street Lights			**Community Services Total Expenses**		**$ 32,000**
Fund Number 57				**Department #**	**470 & 450**
Object Acct #	Description and Estimate Basis	**Admin 470**	**Landscape 470**	**Street Lights 450**	**Proposed Budget 2010-11**
Fund Balance					**$ 48,003**
			-		48,003
Revenues					**$ 32,000**
	504 Parcels @ $31 to $889 each		-		32,000
Expenditures		$ 4,000	$ -	$ 28,000	**$ 32,000**
21	**Utilities**	$ -	$ -	$ 28,000	**$ 28,000**
	a Electricity	-	-	28,000	28,000
	b Water	-	-	-	-
	c Communications	-	-	-	-
23	**Supplies & Services**	$ -	$ -	$ -	$ -
	a Repairs (irrigation, etc.)	-	-	-	-
	b Annual Maintenance *(i.e. wood chips, etc.*	-	-	-	-
25	**Contract Services**	$ 4,000	$ -	$ -	$ 4,000
	Landscape Maintenance	-	-	-	-
	Park Maintenance	-	-	-	-
	Contract Management	1,800	-	-	1,800
	Security	-	-	-	-
	Assessment Engineering Services	2,200	-	-	2,200
					-
Reserve					**$ 48,003**

Comments:

City of Wildomar
Budget Summary
Fiscal Year 2010-11

Grants		**Engineering and Public Works Total Expenses**			$ 589,900
Fund Number 61				**Department #**	**450**
Object Acct #	Description and Estimate Basis	**Admin 470**	**Safe Routes 610**	Bike and Ped **Facilities 611**	**Proposed Budget 2010-11**
Fund Balance					**$ -**
			-		-
Revenues			$ 403,200	$ 186,700	**$ 589,900**
	Grants		403,200	186,700	589,900
Expenditures		$ -	$ 403,200	$ 186,700	**$ 589,900**
21	**Utilities**	$ -	$ -	$ -	$ -
		-	-	-	-
		-	-	-	-
		-	-	-	-
23	**Supplies & Services**	$ -	$ -	$ -	$ -
		-	-	-	-
		-	-	-	-
25	**Contract Services**	$ -	$ 362,400	$ 167,500	$ 529,900
	Preliminary Engineering	-	44,200	20,800	65,000
	Environmental	-	3,400	1,600	5,000
	Contract Management	-	-	-	-
	Construction Management	-	40,800	19,200	60,000
	Construction	-	274,000	125,900	399,900
TBD	**Property**	$ -	$ 40,800	$ 19,200	$ 60,000
	Right of Way Acquisition	-	40,800	19,200	60,000
					-
Reserve					**$ -**

Comments:
Carry Over Project from prior year.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.4
PUBLIC HEARING
Meeting Date: June 23, 2010

TO: Mayor and Council Members

FROM: Michael Kashiwagi, Development Services

SUBJECT: Measure A Expenditure Plan (Fiscal Years 2010/11 – 2014/15)

STAFF REPORT

RECOMMENDATION:

That the City Council adopt:

RESOLUTION NO. 2010 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE FIVE-YEAR MEASURE A EXPENDITURE PLAN FOR FISCAL YEARS 2010/11 THROUGH 2014/15

BACKGROUND:

The Riverside County Transportation Commission (RCTC) is the agency charged with making sure the projects and programs voters wanted became a reality. In 2002, voters approved an extension of Measure A until 2039.

The 2002 Measure A Ordinance requires each recipient of local streets and roads monies to annually provide to the Riverside County Transportation Commission a five-year plan on how those funds are to be expended in order to receive its Measure A disbursements.

The City's Measure A Expenditure Plan must be submitted to the Riverside County Transportation Commission Board for final approval. City staff has prepared the attached resolution which articulates Council approval and also authorizes the Public Works Director to make administrative changes as needed (per RCTC's staff request). This is needed throughout the Fiscal Year because actual Measure A revenues "realized" will not match exactly with the projections identified in this report. Therefore, administrative program adjustments are anticipated.

Typically, a certification of Maintenance of Effort (MOE) is required to be submitted with the Expenditure Plan but this will not apply to the City of Wildomar until the city maintains three years of transportation operations and the associated data. Therefore, City of Wildomar is relieved of the MOE requirement for the attached Expenditure Plan.

Measure A Funds are used to fund the City's ongoing transportation programs such as Accessibility Improvements, Roadway Safety Improvement Programs, Slurry Seal, Unpaved Roadway Enhancement, and Citywide Maintenance Programs.

The following table summarizes the "projected" Measure A Revenues and Expenditures by Fiscal Year.

MEASURE A EXPENDITURE PLAN : PROGRAM BUDGETS & REVENUES

CIP Programs	2010-11	2011-12	2012-13	2013-14	2014-15	2010-15 Total
Accessibility Improvements	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 20,000	**$ 100,000**
Roadway Safety Improvements	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	**$ 250,000**
Slurry Seal	$ 155,000	$ 155,000	$ 155,000	$ 155,000	$ 155,000	**$ 775,000**
Unpaved Roadway Enhancements	$ 29,100	$ 28,682	$ 28,256	$ 27,821	$ 27,377	**$ 250,000**
Citywide Maintenance Pgm	$ 66,980	$ 74,758	$ 85,304	$ 98,619	$ 117,463	**$ 443,124**
*8% Measure A Overhead**	$ 27,920	$ 28,560	$ 29,440	$ 30,560	$ 32,160	**$ 148,640**
Total Measure A	**$ 349,000**	**$ 357,000**	**$ 368,000**	**$ 382,000**	**$ 402,000**	**$ 1,858,000**

*This is not a capital program but an 8 percent figure taken "off the top" for finance admin/program management.

FISCAL IMPACTS:

The Measure A Expenditure Plan enables the City of Wildomar to utilize Measure A allocations to Wildomar from FY 10/11 to FY 14/15. The five year plan encompasses $1,858,000 of Measure A expenditures for the City's transportation programs. Fiscal Year 10/11 Measure A revenues in the amount of $349,000 will be reflected in the City's FY 10/11 budget to finance the above-mentioned capital programs.

ATTACHMENTS:

1. Attachment A: Measure A Expenditure Plan
2. Resolution No. 2010 - _____

Submitted by:

_____
Michael Kashiwagi
Development Services

Approved by:

_____
Frank Oviedo
City Manager

RESOLUTION NO. 2010 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE 5-YEAR MEASURE A EXPENDITURE PLAN FOR FISCAL YEARS 2010/11 THROUGH 2014/15

WHEREAS, The 2002 Measure A Ordinances require each recipient of local streets and roads monies to annually provide to the Riverside County Transportation Commission (RCTC) a 5-year Expenditure Plan on how those funds are to be expended in order to receive its Measure A disbursements; and

WHEREAS, the City of Wildomar (City) has prepared the required Five-Year Measure A Expenditure Plan for Local Streets and Roads for Fiscal Years 2010/11 – 2014/15 as identified in the Attachment A of the Staff Report to the June 9, 2010 City Council; and

WHEREAS, Measure A Fund are used to fund the City's ongoing transportation programs such as Accessibility Improvements, Roadway Safety Improvement Programs, Slurry Seal, Unpaved Roadway Enhancement, and Citywide Maintenance Programs; and

WHEREAS, the five-year projected Measure A revenue provided to City by RCTC is $1,858,000; and

WHEREAS, the Measure A revenue projections may change and program cost changes may be needed in the Expenditure Plan (as requested by RCTC) and the Public Works Director will need to make any edits to ensure compliance with Measure A program.

NOW, THEREFORE, the City Council of Wildomar does resolve as follows:

1. The City Council approves the proposed Measure A Expenditure Plan for submittal to Riverside County Transportation Commission as identified in Attachment A of the City Council Staff Report.

2. The City Council authorizes the Public Works Director to make adjustments to the Measure A Expenditure Plan, as needed, to reflect any administrative changes in program costs and submit the Expenditure Plan to RCTC.

PASSED, APPROVED, AND ADOPTED this 23rd day of June, 2010.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Julie Hayward Biggs
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

Attachment A
DRAFT
MEASURE A EXPENDITURE PLAN
Fiscal Year 2010/11 – 2014/15

CITY OF WILDOMAR
LOCAL ROADS PROGRAM

Prepared May 18, 2010

(Pending City Council approval June 23, 2010)

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2010 - 2011

Agency: City of Wildomar

Prepared by: Michael Kashiwagi, Public Works Director
Phone #: 951-677-7751
Date: May 18, 2010

Item No.	Project Name / Limits	Project Type	Total Cost	Measure A Funds
1	Accessibility Improvements Program (various project locations citywide)	Sidewalk, ramps, repairs, pedestrian and ADA improvements	$20,000	$20,000
2	Roadway Safety Improvements Program (various project locations citywide)	Remove, replace, install signs, pavement markings, related roadway safety improvements	$50,000	$50,000
3	Slurry Seal Program (various project locations citywide)	Remove, Repair, Crack Fill, Slurry Seal as needed	$155,000	$155,000
4	Unpaved Roadway Enhancements Program (various project locations citywide)	Repair or reconstruct unpaved roadways	$50,000	$29,100
5	Citywide Maintenance Program	Right-of-way maintenance and repair to include but not limited to: striping, stenciling; repairs to streets and culvert/drainage facilities; storm damage/flood control projects; widening streets	$66,980	$66,980
	8% Overhead/Admin Line-Item	Interfund Transfer	$27,920	$27,920

TOTAL Measure A Funds: $349,000

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2011 - 2012

Agency: City of Wildomar

Prepared by: Michael Kashiwagi, Public Works Director
Phone #: 951-677-7751
Date: May 18, 2010

Item No.	Project Name / Limits	Project Type	Total Cost	Measure A Funds
1	Accessibility Improvements Program (various project locations citywide)	Sidewalk, ramps, repairs, pedestrian and ADA improvements	$20,000	$20,000
2	Roadway Safety Improvements Program (various project locations citywide)	Remove, replace, install signs, pavement markings, related roadway safety improvements	$50,000	$50,000
3	Slurry Seal Program (various project locations citywide)	Remove, Repair, Crack Fill, Slurry Seal as needed	$155,000	$155,000
4	Unpaved Roadway Enhancements Program (various project locations citywide)	Repair or reconstruct unpaved roadways	$50,000	$28,682
5	Citywide Maintenance Program	Right-of-way maintenance and repair to include but not limited to: striping, stenciling; repairs to streets and culvert/drainage facilities; storm damage/flood control projects; widening streets	$74,758	$74,758
	8% Overhead/Admin Line-Item	Interfund Transfer	$28,560	$28,560

TOTAL Measure A Funds: $357,000

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2012 - 2013

Agency: City of Wildomar

Prepared by: Michael Kashiwagi, Public Works Director
Phone #: 951-677-7751
Date: May 13, 2010

Item No.	Project Name / Limits	Project Type	Total Cost	Measure A Funds
1	Accessibility Improvements Program (various project locations citywide)	Sidewalk, ramps, repairs, pedestrian and ADA improvements	$20,000	$20,000
2	Roadway Safety Improvements Program (various project locations citywide)	Remove, replace, install signs, pavement markings, related roadway safety improvements	$50,000	$50,000
3	Slurry Seal Program (various project locations citywide)	Remove, Repair, Crack Fill, Slurry Seal as needed	$155,000	$155,000
4	Unpaved Roadway Enhancements Program (various project locations citywide)	Repair or reconstruct unpaved roadways	$50,000	$28,256
5	Citywide Maintenance Program	Right-of-way maintenance and repair to include but not limited to: striping, stenciling; repairs to streets and culvert/drainage facilities; storm damage/flood control projects; widening streets	$85,304	$85,304
	8% Overhead/Admin Line-Item	Interfund Transfer	$29,440	$29,440

TOTAL Measure A Funds: $368,000

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2013 - 2014

Agency: City of Wildomar

Prepared by: Michael Kashiwagi, Public Works Director
Phone #: 951-677-7751
Date: May 18, 2010

Item No.	Project Name / Limits	Project Type	Total Cost	Measure A Funds
1	Accessibility Improvements Program (various project locations citywide)	Sidewalk, ramps, repairs, pedestrian and ADA improvements	$20,000	$20,000
2	Roadway Safety Improvements Program (various project locations citywide)	Remove, replace, install signs, pavement markings, related roadway safety improvements	$50,000	$50,000
3	Slurry Seal Program (various project locations citywide)	Remove, Repair, Crack Fill, Slurry Seal as needed	$155,000	$155,000
4	Unpaved Roadway Enhancements Program (various project locations citywide)	Repair or reconstruct unpaved roadways	$50,000	$27,821
5	Citywide Maintenance Program	Right-of-way maintenance and repair to include but not limited to: striping, stenciling; repairs to streets and culvert/drainage facilities; storm damage/flood control projects; widening streets	$98,619	$98,619
	8% Overhead/Admin Line-item	Interfund Transfer	$30,560	$30,560

TOTAL Measure A Funds: $382,000

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2014 - 2015

Agency: City of Wildomar

Prepared by: Michael Kashiwagi, Public Works Director
Phone #: 951-677-7751
Date: May 18, 2010

Item No.	Project Name / Limits	Project Type	Total Cost	Measure A Funds
1	Accessibility Improvements Program (various project locations citywide)	Sidewalk, ramps, repairs, pedestrian and ADA improvements	$20,000	$20,000
2	Roadway Safety Improvements Program (various project locations citywide)	Remove, replace, install signs, pavement markings, related roadway safety improvements	$50,000	$50,000
3	Slurry Seal Program (various project locations citywide)	Remove, Repair, Crack Fill, Slurry Seal as needed	$155,000	$155,000
4	Unpaved Roadway Enhancements Program (various project locations citywide)	Repair or reconstruct unpaved roadways	$50,000	$27,377
5	Citywide Maintenance Program	Right-of-way maintenance and repair to include but not limited to: striping, stenciling; repairs to streets and culvert/drainage facilities; storm damage/flood control projects; widening streets	$117,463	$117,463
	8% Overhead/Finance Line-item	Interfund Transfer	$32,160	$32,160

TOTAL Measure A Funds: $402,000

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: June 23, 2010

TO: Mayor and City Council

FROM: Debbie A. Lee, City Clerk

SUBJECT: Resolution Calling A General Municipal Election

STAFF REPORT

RECOMMENDATION:
That the City Council adopt a Resolution entitled:

RESOLUTION NO. 2010 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 2, 2010, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES AND FOR THE SUBMISSION TO THE VOTERS A QUESTION RELATING TO THE GANN LIMIT

DISCUSSION:
The City's first General Municipal Election is set to be held, along with the state-wide election, on Tuesday, November 2, 2010. For this election there will be three seats open. These seats are currently held by Council Member Sheryl Ade, Council Member Scott Farnam, and Mayor Pro Tem Swanson.

Additionally, the City is required to adopt annual appropriations limits and the voters must establish the initial appropriations limit for new local governments (California Constitution Article XIIIB, Section 1, and Section 4). The ballot must have a question posed for setting the limit which is included in the attached Resolution.

FISCAL IMPACT:
The cost of the election is included in the FY 2010/11 Budget.

ATTACHMENTS:
Resolution No. 2010 - _____

Submitted by: Approved by:

_____ _____
Debbie A. Lee, CMC, City Clerk Frank Oviedo, City Manager

RESOLUTION NO. 2010 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF THE REGULAR GENERAL MUNICIPAL ELECTION OF THE CITY OF WILDOMAR TO BE HELD IN THE CITY OF WILDOMAR ON TUESDAY, NOVEMBER 2, 2010, FOR CONSIDERATION OF THE ESTABLISHMENT OF A PERMANENT APPROPRIATIONS LIMIT AND REQUESTING THE REGISTRAR OF VOTERS FOR THE COUNTY OF RIVERSIDE TO CONDUCT THE ELECTION

WHEREAS, pursuant to the requirements of the laws of the State of California relating to general law cities, the City Council of the City of Wildomar calls and orders to be held in the City of Wildomar, California, on Tuesday, November 2, 2010, a consolidated municipal election to consider establishment of a permanent appropriations limit under the provisions of Government Code Section 56812; and

WHEREAS, the City has chosen under the provisions of Elections Code Section 1301(b) to consolidate its regular general election with the statewide general election held in November of even numbered years; and

WHEREAS, the County of Riverside has approved such consolidation of the regular general election of the City of Wildomar with the statewide general election held in November of even numbered years; and

WHEREAS, the City Council requests the Registrar of Voters, County of Riverside, to conduct the regular general municipal election and to include in that election consideration of the establishment of a permanent appropriations limit under the provisions of Government Code Section 56812.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Pursuant to the requirements of the laws of the State of California relating to General Law Cities within the state, there is called and ordered to be held in the City of Wildomar, California, on Tuesday, November 2, 2010, a General Municipal Election for the purpose of electing three (3) members of the City Council for the full term of four years; and to consider establishment of a permanent appropriations limit under the provisions of Government Code Section 56812. The ballot measure shall be in the form set out in Exhibit A.

SECTION 2. The ballots to be used at the election shall be in form and content as required by law.

SECTION 3. The polls for the election shall be open at seven o'clock a.m. on the day of the election, and shall remain open continuously from that time until eight

o'clock p.m. of the same day when the pools shall be closed, except as provided in Section 14401 of the Elections Code of the State of California.

SECTION 4. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections in the City.

SECTION 5. The City shall reimburse the County Registrar of Voters for services performed when the work is completed and upon presentation to the City of a properly approved bill.

SECTION 6. The notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. The City Clerk is directed to forward without delay to the County Registrar of Voters, a certified copy of this Resolution.

SECTION 8. The City Clerk shall certify to the passage and adoption of this Resolution.

PASSED, APPROVED AND ADOPTED on _____, 2010.

_____
Bridgette Moore, Mayor

ATTEST:

_____
Debbie A. Lee, City Clerk

APPROVED AS TO FORM:

_____
Julie Hayward Biggs, City Attorney

EXHIBIT A
BALLOT MEASURE

Shall the permanent annual appropriations limit of the City of Wildomar be set at $7,728,041? Yes _____ No _____

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.2
GENERAL BUSINESS
Meeting Date: June 23, 2010

TO: Mayor and City Council

FROM: Debbie A. Lee, City Clerk

SUBJECT: Resolution Regarding Candidate Statements

STAFF REPORT

RECOMMENDATION:
That the City Council adopt a Resolution entitled:

RESOLUTION NO. 2010 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 2, 2010

DISCUSSION:
The Elections Code allows that a candidate for City Council may submit to the voters a brief description of the candidate, commonly referred to as a candidate statement. Elections Code Section 13307(c) states that the local agency may estimate the total cost of printing, handling, translating, and mailing the candidate statement. The local agency may require each candidate to pay the estimated pro rata share in advance as a condition of having his/her statement included in the voter's pamphlet.

The local agency may bill the candidate, on a pro rata basis, additional actual expense or refund any excess paid depending on the final actual cost. The County of Riverside has estimated the cost of a candidate statement for the City of Wildomar to be $450.

The City Council has the option of allowing a candidate statement at no cost to the candidate, thereby directing that the City pay for all candidate statements. The total cost of this would depend upon the number of candidates.

FISCAL IMPACT:
None based on Staff's recommendation.

ATTACHMENTS:
Resolution No. 2010 - _____ Regarding Candidate Statements
Candidate Statement Formatting Form

Submitted by:	Approved by:
_____	_____
Debbie A. Lee, CMC	Frank Oviedo
City Clerk	City Manager

RESOLUTION NO. 2010 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 2, 2010

WHEREAS, §13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates statement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. GENERAL PROVISIONS.

That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Wildomar on November 2, 2010, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate him/herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

A. Pursuant to the Federal Voting Rights Act, candidate statements will be translated into all languages required by the County of Riverside. The County of Riverside is required to translate candidate's statements into the following languages: Spanish.

B. The County of Riverside will print and mail separate sample ballots and candidate statements in Spanish to only those voters who are on the county voter file as having requested a sample ballot in a particular language. The County of Riverside will make the sample ballots and candidates statements in the required languages available at all polling places, on the County's website, and in the Election Official's office.

SECTION 3. PAYMENT.

A. Translations:

The candidate shall be required to pay for the cost of translating the candidate statement into any required foreign language as specified in (A) of Section 2 above, pursuant to Federal and\or State law.

B. Printing:

1. The candidate shall be required to pay for the cost of printing the candidate statement in English in the main voter pamphlet.

2. The candidate shall be required to pay for the cost of printing the candidate statement in a foreign language required in Section 2(A) above, in the main voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidate statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his/her estimated pro rata share as a condition of having his/her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk shall require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of receipt of the cost from the County of Riverside.

SECTION 4. ADDITIONAL MATERIALS.

No candidate will be permitted to include additional materials in the sample ballot package.

SECTION 5.

That the City Clerk shall provide each candidate, or the candidate's representative, a copy of this Resolution at the time nominating petitions are issued.

SECTION 6.

That all previous resolutions establishing council policy on payment for candidate

statements are repealed.

SECTION 7.

That this resolution shall apply at the next ensuing municipal election and at each municipal election after that time.

SECTION 8.

That the City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 23rd day of June, 2010.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Julie Hayward Biggs
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.3
GENERAL BUSINESS
Meeting Date: June 23, 2010

TO: Mayor and Council Members

FROM: Michael Kashiwagi, Development Services, Public Works

SUBJECT: Resolutions of Necessity Regarding the I-15/Clinton Keith Road Interchange Reconstruction Project

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2010 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING THE NECESSITY AND AUTHORIZING THE COMMENCEMENT OF EMINENT DOMAIN PROCEEDINGS TO SECURE REAL PROPERTY INTERESTS NECESSARY TO CONSTRUCT THE I-15/ CLINTON KEITH INTERCHANGE RECONSTRUCTION PROJECT

Staff recommends the City Council of the City adopt the attached Resolutions of Necessity authorizing the acquisition by eminent domain of the property interests listed therein for the I-15/Clinton Keith Road Interchange Reconstruction Project ("Project"), authorizing the City Attorney to file suit in eminent domain to acquire such property interests, to apply for orders of possession before judgment, and to prosecute the actions to final judgment, and authorizing the deposit of funds in court from the funds lawfully available. The properties acquired, and their owners are listed in Table 1 on the following page:

Table 1

I-15/Clinton Keith Road Interchange Project - Right of Way Acquisitions

APN	Owner's Name	Present Use	Type of Acquisition	Interest Taken
376-410-022	Murrieta Acres, LLC	Vacant	Partial Take	Fee Simple Interest (6,118 sf or 0.140 acres, more or less)
380-240-001	CHOA Murrieta, LLC	Vacant	Partial Take	Abutter's rights including access rights, as set forth in legal description
380-240-003	Kim / Kwak	Vacant	Partial Take	Fee Simple Interest (4,977 sf or 0.114 acres, more or less)
380-240-007	Richard S. Pavelec and Cissy Fisher, Trustees (Fee Owners) KA Management, Inc. KA Keith, LLC (Owner of Improvements)	Chevron/Mini Mart	Partial Take	Fee Simple Interest (1,625 sf or 0.037 acres, more or less) and Fee (138 sf or 0.003 acres, more or less)
380-240-008	Archland Property II, L.P.	McDonald's	Partial Take	Fee Simple Interest (1,343 sf or 0.031 acres, more or less)
380-240-023	Tesoro Sierra Properties, LLC	USA Gas/Mini Mart	Partial Take	Fee Simple Interest (771 sf or 0.018 acres, more or less)

POLICY/RULE:

Adoption of each Resolution of Necessity would require finding that:

- The public interest and necessity require the Project;
- The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury:
- The property interests described, depicted, and defined in the exhibits attached to that Resolution are necessary for the proposed project; and
- The offer required by Government Code section 7267.2 has been made to the owner(s) of the property interests to be acquired.

The City is authorized to acquire real property and interests therein pursuant to and including the provisions of, *inter alia*, Section 19, Article I of the California Constitution, Government Code sections 37350 et seq., 39732, 39791, 39792, 37350.5, 37353, 40401 et seq., 40404, and 6500 et seq., Streets and Highways Code sections 113, 5100 et seq. and 10102 et seq., and the provisions of Eminent Domain Law comprising Title 7, Part 3 of the Code of Civil Procedure (commencing at section 1230.010).

Further, the City Council must adopt these resolutions by a two-thirds majority of all the members of the governing body (Code of Civil Procedure Section 1245.240.).

ANALYSIS:

The Project proposes improvements to the existing diamond interchange at Interstate 15 (I-15) and Clinton Keith Road in the City in Wildomar. The extensive growth within Wildomar and southwestern Riverside County will substantially increase the demand for freeway access at the Clinton Keith Road interchange. The intent of the proposed improvements is to reduce congestion along Clinton Keith Road in the vicinity of the interchange and improve traffic operations at the interchange. The No Build and three Build alternatives were analyzed as part of the Project Study Report (PSR) approved on February 8, 2007.

The proposed improvements include widening of Clinton Keith Road in the vicinity of I-15, reconstructing the interchange ramps and adding limited length auxiliary lanes on I-15 prior to and after the exit and entrance ramps, respectively. The preferred alternative consists of reconstructing the interchange, utilizing the existing diamond interchange configuration. The construction of the Project is anticipated to begin in 2011.

In order to acquire the real property rights necessary for the construction of the improvements along Clinton Keith Road and to ensure any affected property owners are afforded their legal rights, the City of Wildomar will follow the land acquisition procedures as provided for in the State and Federal laws. This requires the City of Wildomar to adopt certain practices and procedures to be followed with respect to the acquisition of real property.

The City of Wildomar's Right-of-Way (Land) Acquisition process includes the following basic steps:

1. Review of the appraisal by County staff, a California licensed appraiser.
2. Establishing Fair Market Value by County based on the full amount of the appraisal.
3. Making a written offer of Fair Market Value to each of the property owners affected by the Project based on the full amount of Fair Market Value.
4. Pursuant to Code of Civil Procedure Section 1263.025, property owners were offered the opportunity to obtain an independent appraisal by City. Upon

satisfying certain conditions, City will pay for the actual reasonable costs up to Five Thousand ($5,000) Dollars.

5. Negotiating in good faith with all of the property owners with the goal of reaching mutually agreeable settlements, and preparing a final contract for purchase and sale for each agreement reached.
6. If no agreement can be reached with a particular property owner, seeking permission to condemn by holding a hearing on a Resolution of Necessity which, if adopted, would authorize the City to exercise its eminent domain powers should condemnation become necessary. A Resolution of Necessity is the City's formal decision to acquire property by eminent domain, and must be adopted by the City Council at a public meeting before the City may commence an eminent domain action in court.
7. In advance of the hearing, providing any affected property owner with a "Notice of Intent to Adopt Resolution of Necessity." The Notice of Intent sets forth the date, time, and place of the hearing and is typically sent at least 45 days prior to the public hearing to reasonably allow for the opportunity for meaningful negotiations.
8. For any Resolution of Necessity adopted by the City Council, filing an eminent domain action in state court that seeks to condemn any interests deemed necessary for the Project.
9. Seeking an "Order of Possession" from the Court in the eminent domain action allowing the City to obtain prejudgment legal possession of the property in order to proceed with constructing the Project on schedule. The City would continue negotiations with the property owners while such court orders are being sought.

In the event of an acquisition of any of the property interests displayed in Table 1, title to the property will be accepted in the name of the City of Wildomar. Some of the interchange properties acquired will ultimately be conveyed to the State of California (Caltrans), upon completion and acceptance of the interchange improvements. Other properties acquired will remain vested in the City's name.

OWNERS WITH WHOM THE CITY HAS REACHED VOLUNTARY AGREEMENTS:

The project requires the acquisition of various interests from 8 parcels held in 8 different ownerships. At the time this report was prepared, the City had reached agreements to obtain 2 parcels from 2 ownerships. Those property owners with whom agreements have been reached are:

Wildomar Square Partners and Sierra Noble, Inc.

OWNERS WITH WHOM THE CITY HAS YET TO REACH A VOLUNTARY AGREEMENT:

Six of the properties on which agreements have not been reached are located in the northeast and southeast quadrants of the project.

Agreements have not yet been reached regarding 6 parcels. The current owners of the properties within the City on which agreements have not yet been reached are displayed in Table 1 on page 2 of this report along with the Assessor's Parcel Numbers (APN). Productive negotiations with each of these few remaining property owners are continuing. However, it is now necessary to move forward with the eminent domain process in order to ensure that the Project will not be delayed.

The particular property interests that are subject to this hearing are as follows:

MURRIETA ACRES, LLC; APN 376-410-022: For this ownership, the required portion of the subject larger parcel, identified as Parcel No. 21664-1, is a public road fee acquisition area of 6,118 square feet. The required portion is located along the western boundary of the subject property (Property ID 14491). Within the acquisition area, the City of Wildomar has a current easement over Catt Road for road purposes. A description and depiction of the proposed acquisition are attached to the proposed Resolution of Necessity (Attachment 1 - Murrieta Acres Exhibits A and B).

CHOA MURRIETA, LLC; APN 380-240-001: For this ownership, the required portion of the subject larger parcel, identified as Parcel No. 21666-2, is an access restriction of 29.26 linear feet is located at the northwestern edge of the property along the on-ramp to I-15 from Clinton Keith Road. The access restriction is located along the northwestern edge of the subject property (Property ID 14492). This is adjacent to, and at the north end of, the existing restriction of 380.08 linear feet along the entire southwestern edge of the property which borders the I-15 northbound on-ramp from Clinton Keith Road. The 29.26 linear feet of proposed access restriction is essentially a continuation of the 80.08 existing restriction. A description and depiction of the proposed acquisition are attached to the proposed Resolution of Necessity (Attachment 1 - Choa Murrieta Exhibits A and B).

KIM / KWAK; APN 380-240-003: For this ownership, the required portion of the subject larger parcel, identified as Parcel No. 21667-1, is a fee acquisition area of 0.114 acres (4,977 square feet). The portion to be acquired is located along the southern boundary of the subject property (Parcel ID 14469). A description and depiction of the proposed acquisition are attached to the proposed Resolution of Necessity (Attachment 1 - Kim/Kwak Exhibits A and B).

PAVELEC / FISHER; APN 380-240-007: For this ownership, the required portion of the subject larger parcel, identified as Parcel No. 21668-1 and 0264-002A, is a fee acquisition area of 1,763 square feet. The portion to be acquired is located along the northern boundary of the subject property (Parcel ID 14470). Descriptions and depictions of the proposed acquisitions are attached to the proposed Resolution of Necessity (Attachment 1 - Pavelec/Fisher Exhibits A, A-1, B, and B-1).

ARCHLAND PROPERTY II, L.P.; APN 380-240-008: For this ownership, the required portion of the subject larger parcel, identified as Parcel No. 0264-003A, is a fee acquisition area

of 1,343 square feet. The portion to be acquired is located along the northern boundary of the subject property (Parcel ID 14471). A description and depiction of the proposed acquisition are attached to the proposed Resolution of Necessity (Attachment 1 - Archland Property II Exhibits A and B).

TESORO SIERRA PROPERTIES, LLC; APN 380-240-023: For this ownership, the required portion of the subject larger parcel, identified as Parcel No. 0264-004A, is a fee acquisition area of 771 square feet. The portion to be acquired is located along the southern boundary of the subject property (Parcel ID 14472). A description and depiction of the proposed acquisition are attached to the proposed Resolution of Necessity (Attachment 1 - Tesoro Sierra Properties Exhibits A and B).

PROCESS THE CITY HAS FOLLOWED AND NOTICES GIVEN

The County of Riverside commissioned independent appraisers to determine the fair market value of all of the fee property and easement interests needed to reconstruct the interchange, including the value of any improvements and damages to the remainder, if any. The City of Wildomar extended written offers to each of the owners of the property interests (and additionally to the owners of the improvements regarding the Pavelec/Fisher property) to purchase their respective interests as identified in Table 1. Each of the offers made to the respective owners and/or their representatives comprised of one-hundred percent of the full amount of the appraised values. Although purchase agreements have been reached regarding 2 of the ownerships thus far, staff has been unable to reach agreements with the remaining 6 ownerships. The City will continue to negotiate with the remaining property owners if the City adopts the Resolutions of Necessity. However, continuing negotiations without the requested Resolutions of Necessity would significantly delay completion of the entire Project because the City must obtain legal possession of all the properties in the very near future in order to commence work as currently scheduled and avoid significant time delays and cost overruns. A copy of each of the offer letters made regarding those properties identified in Table 1 is attached as Attachment 2 to this Agenda Report.

As required by California Eminent Domain Law, the City sent written notice of this hearing on the Resolutions of Necessity to the subject property owners. The notices included a list of those issues and findings the City Counsel would consider. The notices further advised the property owners of their opportunity to appear before and address the Council at this hearing. Copies of the notices are incorporated into this report and are available for review by the Council and public. The notices were transmitted to each of the property owners both by certified and regular mail on the dates indicated. A copy of each of the notices sent regarding those properties identified in Table 1 is attached as Attachment 3 to this Agenda Report.

On December 10, 2009, Caltrans certified an Environmental Impact Report for the I-15/Clinton Keith Road Interchange Project.

REQUIRED FINDINGS:

The attached proposed Resolutions of Necessity contain the findings requited by California Eminent Domain Law. Importantly, the council must find:

1. The public interest and necessity require the Project;

2. The project is planned or located in the manner that will be most compatible with the greatest public good and the least public injury;

3. The property interests are necessary for the Project; and

4. Prior to making the above findings and determinations the offer required by section 7267.2 of the Government Code was made to the owners of record of the property interests to be acquired.

The bases for these findings are detailed below and in the incorporated documents and will be supplemented as necessary during the hearing on the Resolutions of Necessity.

FINDING 1: The Public Interest and Necessity Require the Project:

The public interest and necessity require this Project in order to safely and efficiently accommodate increased traffic resulting from past and future development in the area. The I-15/Clinton Keith Road interchange was constructed in 1979. The development of areas surrounding the existing interchange, as well as in unincorporated Riverside County, the City of Wildomar and the City of Murrieta, has resulted in a substantial increase in traffic along Clinton Keith Road and congestion at the interchange with I-15.

On February 8, 2007 the Project Study Report (PSR) for the Clinton Keith Road interchange improvements was approved. The PSR considered the No Build and the three Build alternatives. According to the traffic analysis in the PSR, the existing signalized intersections of the ramps and Arya Road with Clinton Keith Road have considerable congestion and delay during peak hours. These intersections, as well as the intersection of Hidden Springs Road and Clinton Keith Road, are projected to operate at low levels of service during peak hours if the Build alternative is not implemented.

This area of the City of Wildomar and southwestern unincorporated Riverside County has grown significantly over the past ten years and is experiencing continued population and employment growth. In particular, extensive residential development is occurring along Clinton Keith Road between I-15 and I-215. In addition, a new community college campus is planned north of Clinton Keith Road approximately 1.5 km east of the interchange. The I-15/Clinton Keith Road interchange is an important component of this area's traffic circulation system. By 2030, the average daily traffic

(ADT) volumes for I-15, the interchange ramps and Clinton Keith Road will increase substantially. This increasing demand for freeway access at Clinton Keith Road is causing, and will continue to cause, significant congestion at the interchange ramp terminal intersections and other associated elements of the interchange. The expected increase in traffic volumes at the interchange will worsen the intersection operations significantly, resulting in level of service (LOS) F. In addition, the existing interchange is plagued with extensive queuing issues due to an inadequate number of lanes.

The current interchange has several limitations and deficiencies associated with its current layout. The Clinton Keith Road overcrossing is a constriction point along Clinton Keith Road. The overcrossing accommodates only one lane in each direction and one left turn pocket. The City of Wildomar and County of Riverside plan for Clinton Keith to be a six-lane arterial east and west of the interchange area, which will increase the constriction at the interchange.

In many areas, there are no shoulders on Clinton Keith Road and the ramps. In addition, due to the limited capacity of the ramps, traffic on the exit ramps can back up onto the freeway during peak hours.

The purpose of the proposed project is to improve the safety and operation of the interchange.

Interstate 15 (I-15)

Currently, the existing I-15 within the project limits consists of a six-lane access-controlled freeway. Throughout this segment of the freeway, the cross section generally consists of three lanes in each direction with right shoulders.

Clinton Keith Road

The City of Wildomar and County of Riverside designate Clinton Keith Road within the limits of the project as an Arterial (Urban) Highway. Clinton Keith Road goes over I-15. The Clinton Keith Road overcrossing consists of one lane in each direction plus a median left turn lane. Clinton Keith Road west of the interchange consists of two through lanes in each direction plus a left turn pocket. The eastbound right lane ends as a right turn lane at the southbound entrance ramp. Clinton Keith Road east of the interchange consists of two through lanes in the eastbound direction and one through lane in the westbound direction. The current I-15/Clinton Keith Road interchange is a diamond configuration.

Existing Structure

The existing Clinton Keith Road overcrossing was constructed in 1979. There is a sidewalk on the south side of the bridge.

FINDING 2: The Project is Planned or Located in the Manner that Will Be Most Compatible with the Greatest Public Good and the Least Private Injury:

There were four alternatives, including a No Build alternative, considered for this project.

Alternative 1 (selected alternative) improves the interchange utilizing the existing diamond interchange configuration.

The ramps would be reconstructed to connect with the widened cross section of Clinton Keith Road. Due to heavy traffic volumes, both the northbound and southbound off-ramps would have a two-lane exit with a 400 m auxiliary lane in advance of the divergence point. The northbound off-ramp would widen to three lanes at he terminus. The on-ramps would have three lanes from Clinton Keith Road to the ramp metering limit line. After the limit line, the ramp would drop to one lane at the ramp convergence point. Again, due to heavy traffic volumes, both the northbound and southbound on-ramps would have a 300 m auxiliary lane beyond the convergence point. The on-ramps would have ramp metering and one of the three lanes prior to the limit line would be an HOV preferential lane.

In between the northbound and southbound ramp terminals, Clinton Keith Road would be widened to accommodate three 3.66 m lanes each direction, two back-to-back 3.66 m left turn pockets with a 1.22 m striped median, 1.52 m outside shoulders and 1.52 m sidewalk on both sides, This alternative requires widening the Clinton Keith Road overcrossing. East and west of the interchange, Clinton Keith Road would consist of three through lanes in each direction plus an exclusive right turn pocket accessing the on-ramps. Clinton Keith Road striping would need to transition into the adjacent existing cross sections.

The selected alternative assumes that Clinton Keith Road would be widened to accommodate three through lanes in each direction. In addition to the trough lanes, the ramp termini intersections are widened for turn lanes along Clinton Keith Road and the on- and off-ramp approaches. The alternative also assumes that a second westbound to southbound left turn lane would be built at the Hidden Springs Road/Clinton Keith Road intersection by the developer of that parcel as a condition of approval for development.

The widening of Clinton Keith Road will require modification of existing pedestrian facilities. The safety for pedestrians will be improved with this project with the construction of a sidewalk on both sides of Clinton Keith Road from Hidden Springs Road to Arya Drive. New curb ramps will be added for crosswalks at the ramp intersections. The interchange will be lighted.

The selected alternative had the smallest footprint area and therefore the least impact to the private properties.

Alternative 2 improved the interchange utilizing a single point interchange configuration. This alternative was estimated to cost nearly twice as much as the other alternatives and would require complex construction staging due to the bridge replacement. It also had the greatest right of way impacts, with two full business acquisitions required. Due to a slightly larger footprint than Alternative 1, the environmental impacts associated with this alternative, including impacts to biological resources in the southwest quadrant, are slightly higher than Alternative 1.

Alternative 3 was a modified diamond interchange, which included the addition of a southbound loop off-ramp. This alternative required widening the Clinton Keith Road crossing. In addition, the sidewalk would be moved to the north side of the bridge to reduce pedestrian conflicts with the loop ramp traffic. The southbound loop off-ramp requires greater right of way acquisitions in the southwest quadrant than the diamond alternative, which in turn significantly impacts the existing drainage channel west of the freeway. Due to a significantly larger footprint than Alternative 1, the environmental impacts associated with this alternative, particularly impacts to biological resources in the southwest quadrant, are significantly higher that Alternative 1.

A No Build alternative was considered as only a baseline to measure and compare the proposed improvement alternative. With the No Build alternative, no improvements would be made to the interchange. The alternative would require no capital expenditure. Traffic operations would be expected to continue to degrade as the area develops and associated traffic volumes increase.

FINDING 3: The Property Interests are Necessary for the Project:

The proposed roadway alignments dictate the property that must be acquired. Only partial acquisitions are required. The properties to be taken in a fee lay within the future roadway cross sections and are therefore necessary for the construction of the Project. The fee acquisitions include the actual area on which roadways, sidewalks, curbs, gutters, drainage facilities, landscaping and shoulder areas will be constructed. In addition to the construction of the interchange facilities, utilities in the Project area will be relocated.

Staff estimates that construction of the Project will take approximately 15 months once ground is broken. Prudence dictates that the schedule of a construction project of this magnitude allow some cushion for unexpected delays. Therefore, the TCE will have a 18-month duration.

FINDING 4: The Offers Required by Section 7267.2 Have Been Made:

Offer letters were sent to the owners of each property as required by the Government Code section 7267.2 and are available for review by the Council and public (because of their volume, they are not attached but are available from staff for review).

ALTERNATIVES:

1. The City Council could hold the hearing and approve the proposed resolution authorizing the use of eminent domain to secure the real property interests necessary for the Project. Staff would continue attempts to reach voluntary agreements to purchase the property interests. This is staff's recommendation because acquisition of the subject properties in a timely manner is essential to the timely completion of the Project and attainment of the Project's public safety objectives.

2. The City Council could direct staff to continue negotiating with the affected property owners without adopting a resolution of necessity and thus not authorizing the City Attorney to institute eminent domain proceedings. This alternative is not recommended because it would delay completion of the Project and significantly increase its cost because of bidding the contracts and starting construction on the Project cannot occur until the City acquires possession of all of the necessary property interests. Further negotiations before commencing eminent domain proceedings would significantly delay the date possession of these properties could be obtained. Such delay would be contrary to the Project's public safety objectives. As noted above, negotiations can and will continue if the Council adopts the Resolution of Necessity.

3. The City Council could decide not to acquire these property interests and not to proceed with some, or all, of the Project at this time, or ever. This is not recommended since delaying construction would hinder traffic circulation and contribute to reduced pedestrian safety, both of which are contrary to the goals adopted by the City Council in the Wildomar General Plan.

FISCAL IMPACTS:

The estimated total for all of the right of way costs for the project is $570,000.
The project will result in no financial impacts to the City's General Fund.

ATTACHMENTS:

The following documents are attached to and incorporated into this report:

1. Proposed Resolution of Necessity (with Exhibits)
2. Offer Letters Sent to Property Owners
3. Notice of Hearing Sent to Property Owners

Submitted by:

_____
Michael Kashiwagi
Development Services

Approved by:

_____
Frank Oviedo
City Manager

ATTACHMENT 1
Proposed Resolution of Necessity (with Exhibits)

ATTACHMENT 2
Offer Letters Sent to Property Owners

ATTACHMENT 3
Notices of Hearing Sent to Property Owners

RESOLUTION NO. 2010 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING THE NECESSITY AND AUTHORIZING THE COMMENCEMENT OF EMINENT DOMAIN PROCEEDINGS TO SECURE REAL PROPERTY INTERESTS NECESSARY TO CONSTRUCT THE I-15/ CLINTON KEITH INTERCHANGE RECONSTRUCTION PROJECT

WHEREAS, improving and widening the I-15/Clinton Keith Interchange, a public use, holds a priority in the City of Wildomar Transportation Improvement Program and acquiring the necessary right of way is an important and necessary step in the the I-15/Clinton Keith Interchange Reconstruction Project (the "Project"); and

WHEREAS, as part of said Project, it is necessary to acquire certain real property interests (collectively, the "Properties") for the construction, operation and maintenance of a right of way, and related improvements, along Clinton Keith Road; and

WHEREAS, the City of Wildomar has investigated and examined alternatives to the Project and the acquisition of the Properties, and concluded that both the Project and acquisition of the Properties for the Project are necessary; and

WHEREAS, the Properties are located entirely within the municipal boundaries of the City of Wildomar; and

WHEREAS, the Properties, which are the subject of this Resolution of Necessity consist of six parcels listed in the table below:

APN	Owner's Name	Present Use	Type of Acquisition	Interest Taken
376-410-022	**Murrieta Acres, LLC**	**Vacant**	**Partial Take**	**Fee Simple Interest (6,118 sf or 0.140 acres, more or less)**
380-240-001	**CHOA Murrieta, LLC**	**Vacant**	**Partial Take**	**Abutter's rights including access rights, as set forth in legal description (29.26 linear feet)**
380-240-003	**Kim / Kwak**	**Vacant**	**Partial Take**	**Fee Simple Interest (4,977 sf or 0.114 acres, more or less)**
380-240-007	**Richard S. Pavelec and Cissy Fisher, Trustees (Fee Owners)** **KA Management, Inc.** **KA Keith, LLC (Owner of Improvements)**	**Chevron/Mini Mart**	**Partial Take**	**Fee Simple Interest (1,625 sf or 0.037 acres, more or less) and Fee (138 sf or 0.003 acres, more or less)**
380-240-008	**Archland Property II, L.P.**	**McDonald's**	**Partial Take**	**Fee Simple Interest (1,343 sf or 0.031 acres, more or less)**
380-240-023	**Tesoro Sierra Properties, LLC**	**USA Gas/Mini Mart**	**Partial Take**	**Fee Simple Interest (771 sf or 0.018 acres, more or less)**

A description and depiction of each of the Properties to be acquired is collectively attached hereto as Exhibit 1 and is incorporated as if set forth fully herein; and

WHEREAS, the City of Wildomar has complied with the requirements of Government Code section 7267.2, in regard to the acquisition of the Properties by making an offer to purchase to the known owner(s) of record; and

WHEREAS, as a result of the hearing held on February 24, 2010, and in accordance with the provisions of Code of Civil Procedure section 1245.235, the City Council of the City of Wildomar intends to make certain findings and determinations.

NOW, THEREFORE, after consideration of the agenda report, staff presentation, discussion, oral testimony and evidence presented at its meeting on June 23, 2010, be it resolved by the City Council of the City of Wildomar hereby finds, determines and declares as follows:

1. The recitals contained herein are true and correct.

2. Upon examination of the alternatives, the City of Wildomar requires the Properties for the Project.

3. The City of Wildomar is authorized to acquire the Properties pursuant to and including the provisions of, *inter alia*, Section 19, Article I of the California Constitution, Government Code sections 37350 et seq., 39732, 39791, 39792, 37350.5, 37353, 40401 et seq., 40404, and 6500 et seq., Streets and Highways Code sections 113, 5100 et seq. and 10102 et seq., and the provisions of Eminent Domain Law comprising Title 7, Part 3 of the Code of Civil Procedure (commencing at section 1230.010).

4. Acquisition of the Properties for Project purposes promotes public safety and the general welfare, is authorized by above-referenced authorities and is therefore a public use.

5. The City of Wildomar hereby finds, determines and declares:

    a. The public interest and necessity require the proposed Project;
    b. The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
    c. The Properties described and depicted herein and in Exhibit 1 are necessary for the proposed Project;
    d. Prior to making the above findings and determinations, the offer required by section 7267.2 of the Government Code was made to the owner(s) of record of the property interests referenced in the chart above and described and depicted in Exhibit 1.

6. The Properties are being acquired for compatible use under Code of Civil Procedure section 1240.510 in that the City of Wildomar's use of the Properties will not interfere with or impair the continued public use as it now exists or may reasonably be expected to exist in the future, or, in the alternative, for a more necessary public use under Code of Civil Procedure section 1240.610 in that the City's use of the subject Properties is a more necessary public use than the public use to which the subject Properties are appropriated.

7. The City of Wildomar hereby declares its intention to acquire said Properties in accordance with the provision of the laws of the State of California governing condemnation procedures.

8. The City Attorney is hereby authorized and directed to prepare, commence and prosecute proceedings in eminent domain in the appropriate court to acquire for the City of Wildomar the Properties listed in the table above and described and depicted in Exhibit 1. The City Attorney is further authorized to take all steps necessary to obtain such orders for immediate possession of the Properties as

may be required for the Project, including the deposit of funds in court from the funds lawfully available.

9. This Resolution shall be effective immediately upon its adoption.

10. The Clerk of the City of Wildomar shall certify the adoption of this Resolution and certify this record to be a full true, correct copy of the action taken.

PASSED, APPROVED AND ADOPTED this 23rd day of June, 2010.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Julie Hayward Biggs
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

MURRIETA ACRES
EXHIBIT "A"

LEGAL DESCRIPTION

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN GRANT DEED RECORDED OCTOBER 2, 1997 AS INSTRUMENT NUMBER 359222, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF CATT ROAD (60 FOOT WIDTH), AN EASEMENT AS ADOPTED MARCH 4, 1903, PURSUANT TO ROAD RECORD 1-217, ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHERLY ONE-HALF OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15 (VARIABLE WIDTH) AND THE SOUTH LINE OF SAID SECTION 36, SAID SOUTH LINE BEING THE CENTERLINE OF SAID CATT ROAD, AS SHOWN ON CALTRANS MAP NUMBER 443025, ALSO SHOWN ON RIVERSIDE COUNTY MAP NUMBER 205, PAGE 002, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR, RIVERSIDE COUNTY, CALIFORNIA;

THENCE N 36°52'10" W, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 37.94 FEET TO AN ANGLE POINT THEREIN;

THENCE N 66°15'00" W, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 101.92 FEET TO AN ANGLE POINT THEREIN;

THENCE N 36°51'49" W, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 140.97 FEET;

THENCE S 52°25'35" E, A DISTANCE OF 252.84 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF CATT ROAD;

THENCE S 50°25'41" E, A DISTANCE OF 47.98' TO A POINT ON SAID SOUTH LINE OF SECTION 36 AND SAID CENTERLINE OF CATT ROAD;

THENCE N 89°07'58" W ALONG SAID SOUTH LINE AND CENTERLINE, A DISTANCE OF 36.76 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 6,118 SQUARE FEET, OR 0.140 ACRES, MORE OR LESS.

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A STATE HIGHWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY IN AND TO SAID STATE HIGHWAY.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000081, PAGES 1 THROUGH 8, INCLUSIVE, ON FILE AS MAP NUMBER 205, PAGES 870 THROUGH 877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

08-RIV-15-MP 13.9-21664 (21664-1)

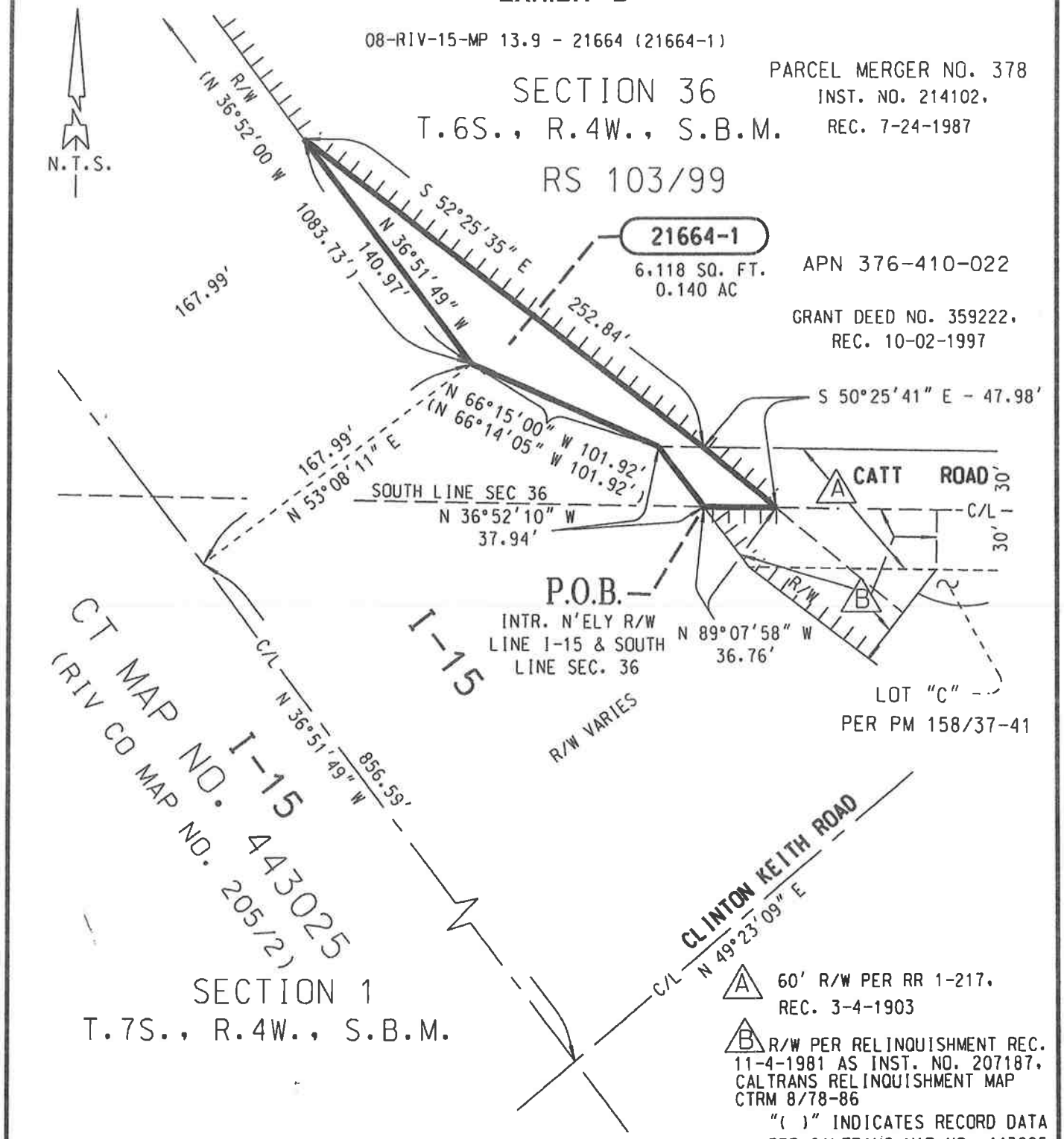
SEE ATTACHED EXHIBIT "B"

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

APPROVED BY: Timothy F Rayl

DATE: 12/10/09

MURRIETA ACRES
EXHIBIT "B"



A 60' R/W PER RR 1-217, REC. 3-4-1903

B R/W PER RELINQUISHMENT REC. 11-4-1981 AS INST. NO. 207187, CALTRANS RELINQUISHMENT MAP CTRM 8/78-86

"( )" INDICATES RECORD DATA PER CALTRANS MAP NO. 443025 & RIV. CO. MAP NO. 205/002.

INDICATES RESTRICTED ACCESS

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 21664-1
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F. Rayburn DATE: 12/10/09	SHEET 1 OF 1 SHEET

CHOA MURRIETA, LLC
EXHIBIT "A"

LEGAL DESCRIPTION

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A FREEWAY AND THE GRANTOR HEREBY RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTANENT TO THE GRANTOR'S REMAINING PROPERTY, IN AND TO SAID FREEWAY OVER AND ACROSS THE FOLLOWING DESCRIBED LINE:

ACCESS RESTRICTION ALONG A PORTION OF THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED JANUARY 18, 2008 AS INSTRUMENT NUMBER 029678, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING THE SOUTHEASTERLY LINE OF THE CERTAIN PARCEL OF LAND AS DESCRIBED BY QUITCLAIM DEED RECORDED _____ ____, 2010 AS INSTRUMENT NUMBER _____, OF SAID OFFICIAL RECORDS, DESCRIBED AS FOLLOWS;

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID SECTION 1, ALSO BEING THE CENTERLINE OF CATT ROAD (60.00 FEET WIDE), AS ADOPTED MARCH 4, 1903 PURSUANT TO ROAD RECORD 1-217 ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, CALIFORNIA, AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15, AS SHOWN ON CALTRANS MAP NUMBER 443025, ALSO SHOWN ON RIVERSIDE COUNTY MAP NUMBER 205, PAGE 002, ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR;

THENCE S 36°52'10" E ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 37.94 FEET TO AN ANGLE POINT THEREIN;

THENCE S 52°26'56" E, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 74.97 FEET TO THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY SAID GRANT DEED, BEING THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY SAID QUITCLAIM DEED, ALSO BEING THE **TRUE POINT OF BEGINNING** OF SAID ACCESS RESTRICTION;

THENCE N 37°26'17" E ALONG THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SAID GRANT DEED, BEING THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SAID QUITCLAIM DEED, A DISTANCE OF 29.26 FEET TO THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SAID QUITCLAIM DEED, BEING THE **POINT OF TERMINATION** OF THE ACCESS RESTRICTION.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000081 / 1 THROUGH 8, INCLUSIVE, ON FILE AS MAP NUMBER 205/870 THROUGH 877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

08-RIV-15-MP 13.9-21666 (21666-2)

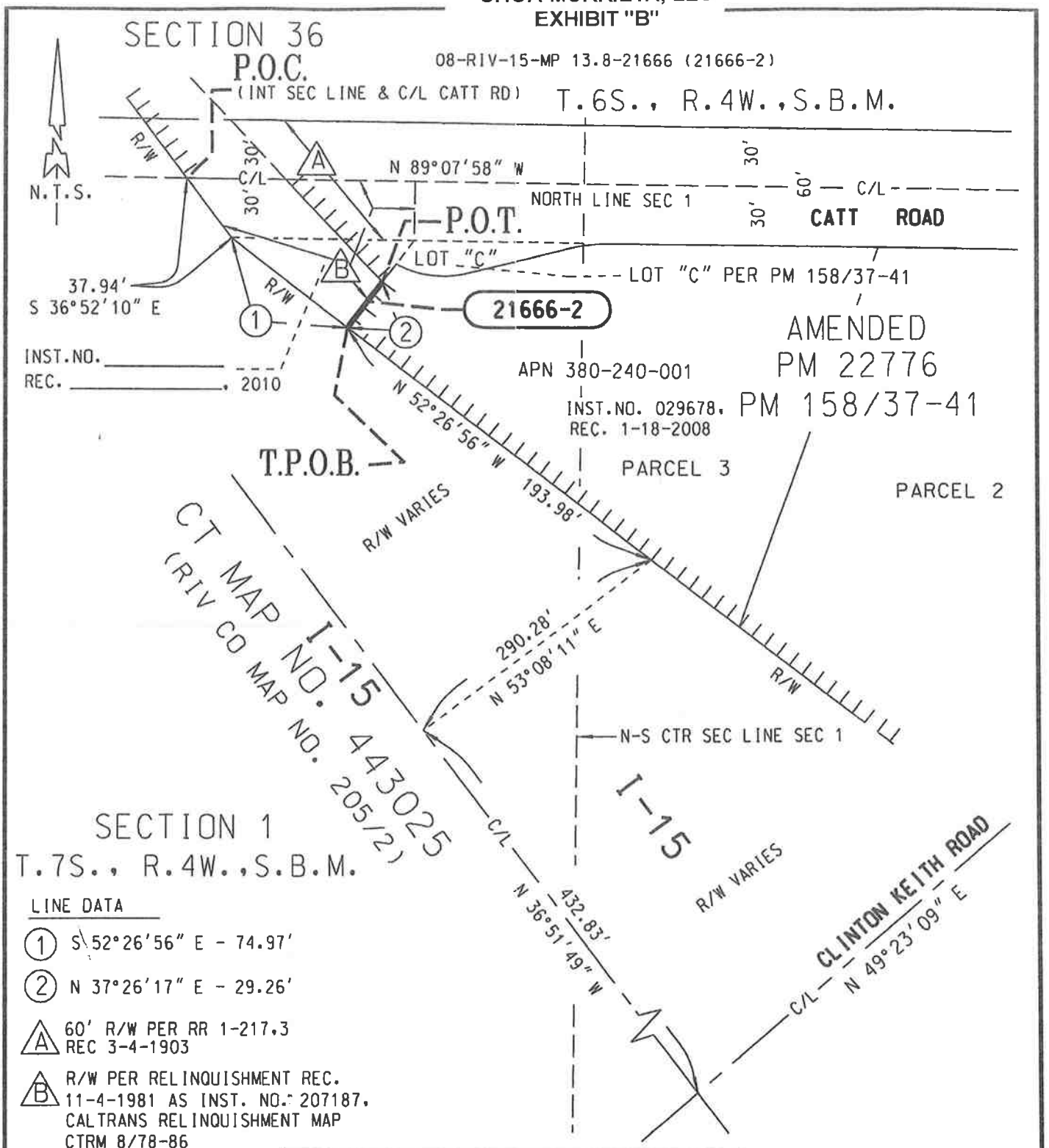
SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 12/10/09

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

CHOA MURRIETA, LLC
EXHIBIT "B"



LINE DATA

1. S 52°26'56" E - 74.97'
2. N 37°26'17" E - 29.26'

A. 60' R/W PER RR 1-217.3 REC 3-4-1903

B. R/W PER RELINQUISHMENT REC. 11-4-1981 AS INST. NO. 207187, CALTRANS RELINQUISHMENT MAP CTRM 8/78-86

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 21666-2
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F Rayburn DATE: 12/10/09	SHEET 1 OF 1 SHEET

KIM / KWAK
EXHIBIT "A"

LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 1 AS SHOWN ON AMENDED PARCEL MAP NUMBER 22776 ON FILE IN BOOK 158, PAGES 37 THROUGH 41, INCLUSIVE OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CLINTON KEITH ROAD (55.00 FOOT HALF-WIDTH) AND THE CENTERLINE OF INTERSTATE 15 AS SHOWN ON CALTRANS MAP NUMBER 443025, ALSO SHOWN ON RIVERSIDE COUNTY MAP NUMBER 205, PAGE 002, ON FILE IN THE OFFICE OF COUNTY SURVEYOR, RIVERSIDE COUNTY, CALIFORNIA;

THENCE N 49°23'09" E, ALONG SAID CENTERLINE OF CLINTON KEITH ROAD, A DISTANCE OF 394.25 FEET;

THENCE N 40°36'51" W, A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CLINTON KEITH ROAD, SAID POINT BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1854.83 FEET;

THENCE S 49°23'09" W, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1.29 FEET TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 15;

THENCE N 52°26'56" W, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 56.63 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 1, BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING N 52°26'56" W, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15, ALSO BEING THE SOUTHWESTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 25.11 FEET;

THENCE N 58°46'26" E, A DISTANCE OF 186.62 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 1;

THENCE S 17°33'57" E ALONG SAID EASTERLY LINE A DISTANCE OF 33.45 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 1;

THENCE S 61°50'35" W ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 169.87 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 4,977 SQUARE FEET, OR 0.114 ACRES, MORE OR LESS.

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A STATE HIGHWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY IN AND TO SAID STATE HIGHWAY.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCES.

08-RIV-15-MP 13.6-21667 (21667-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 12/10/09

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

KIM / KWAK
EXHIBIT "B"

08-RIV-15-MP 13.6-21667 (21667-1)

N.T.S.

AMENDED PM 22776
PM 158/37-41

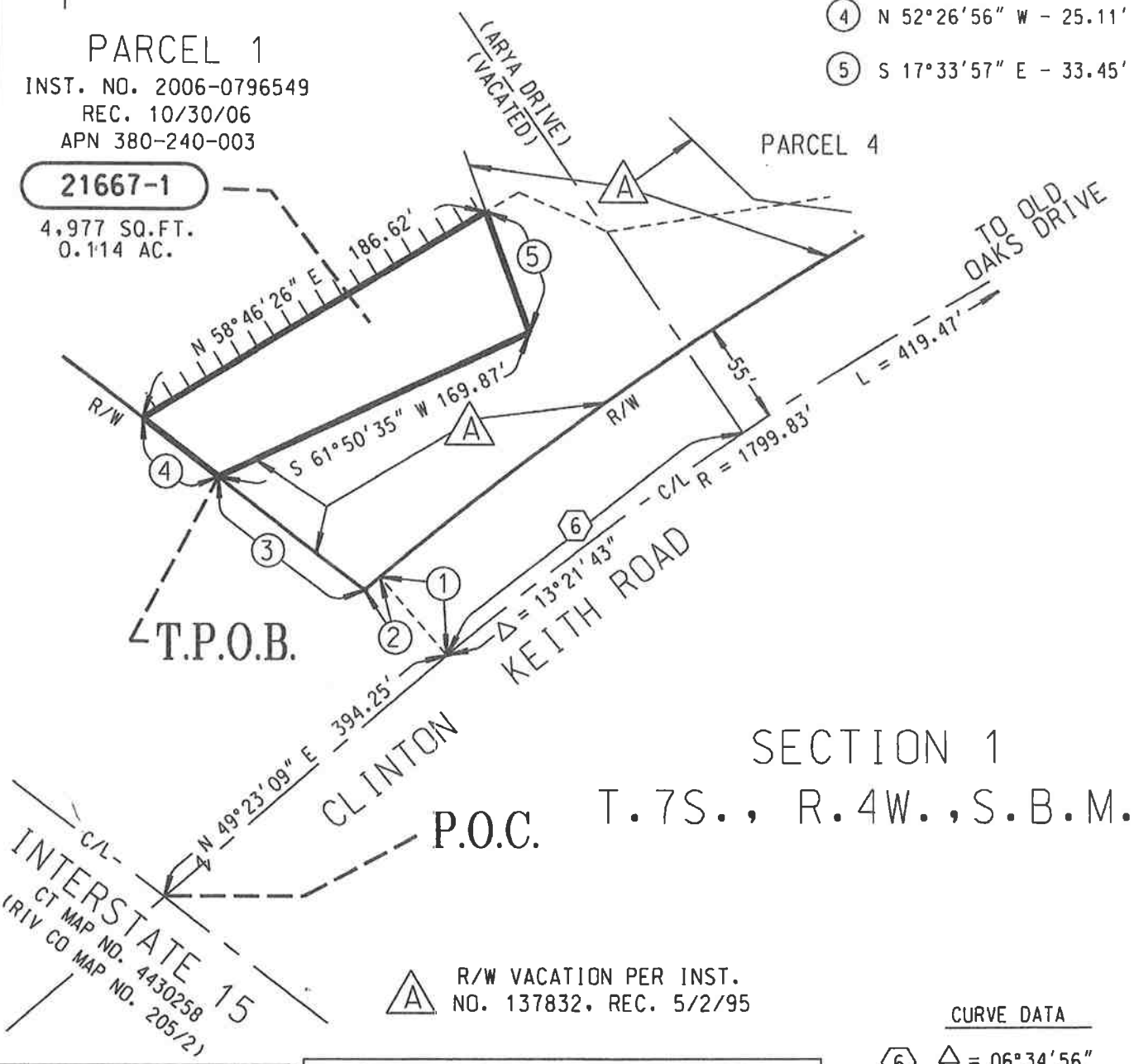
PARCEL 1
INST. NO. 2006-0796549
REC. 10/30/06
APN 380-240-003

21667-1

4,977 SQ.FT.
0.114 AC.

LINE DATA

1. N 40°36'51" W - 55.00'
2. S 49°23'09" W - 1.29'
3. N 52°26'56" W - 56.63'
4. N 52°26'56" W - 25.11'
5. S 17°33'57" E - 33.45'



SECTION 1
T.7S., R.4W., S.B.M.

A R/W VACATION PER INST. NO. 137832, REC. 5/2/95

CURVE DATA

6. Δ = 06°34'56"
R = 1799.83'
L = 206.77'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 21667-1
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: AM
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F Rayburn DATE: 12/10/09	SHEET 1 OF 1

PAVELEC/ FISHER
EXHIBIT "A"

LEGAL DESCRIPTION

BEING A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NUMBER 3959, AS DESCRIBED IN GRANT DEED RECORDED AUGUST 19, 1998, AS INSTRUMENT NUMBER 347101, AND GRANT DEED RECORDED APRIL 10, 2001, AS INSTRUMENT NUMBER 150212, BOTH RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL "A", SAID CORNER BEING THE INTERSECTION POINT OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15 (VARIABLE HALF-WIDTH) AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CLINTON KEITH ROAD (55.00 FOOT HALF-WIDTH) AS SHOWN ON AMENDED PARCEL MAP NUMBER 22776, ON FILE IN BOOK 158, PAGES 37 THROUGH 41, INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID RECORDER;

THENCE N 49°23'09" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF CLINTON KEITH ROAD, A DISTANCE OF 14.83 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1744.83 FEET;

THENCE NORTHEASTERLY, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 04°49'25", AN ARC DISTANCE OF 146.89 FEET;

THENCE S 35°47'26" E ALONG A RADIAL LINE, A DISTANCE OF 8.00 FEET;

THENCE S 51°27'21" W, A DISTANCE OF 85.85 FEET;

THENCE S 50°17'15" W, A DISTANCE OF 66.74 FEET;

THENCE S 22°37'28" W, A DISTANCE OF 14.88 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15;

THENCE N 24°08'53" W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 17.41 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 1,625 SQUARE FEET, OR 0.037 ACRES, MORE OR LESS.

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A STATE HIGHWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY IN AND TO SAID STATE HIGHWAY.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000081 / 1 THROUGH
RW 000081 / 8, INCLUSIVE, ON FILE AS MAP NUMBER 205/870 THROUGH 205/877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

08-RIV-15-MP 13.6-21668 (21668-1)

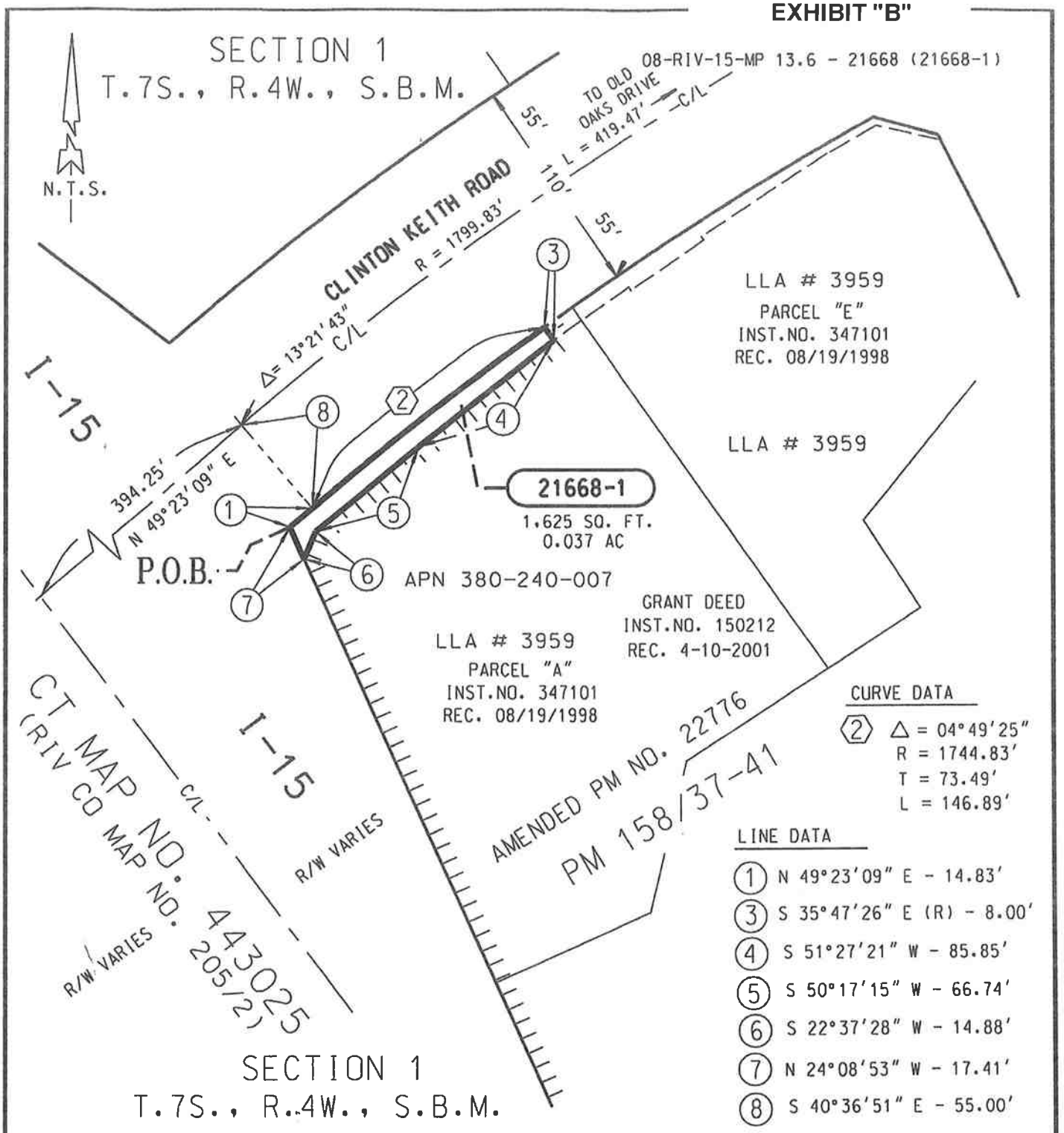
SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 12/10/09

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

PAVELEC/ FISHER
EXHIBIT "B"



CURVE DATA

(2) Δ = 04°49'25"
R = 1744.83'
T = 73.49'
L = 146.89'

LINE DATA

(1) N 49°23'09" E - 14.83'
(3) S 35°47'26" E (R) - 8.00'
(4) S 51°27'21" W - 85.85'
(5) S 50°17'15" W - 66.74'
(6) S 22°37'28" W - 14.88'
(7) N 24°08'53" W - 17.41'
(8) S 40°36'51" E - 55.00'

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

INDICATES RESTRICTED ACCESS

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 21668-1
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F. Rayburn DATE: 12/10/09	SHEET 1 OF 1 SHEET

PAVELEC/ FISHER
EXHIBIT "A-1"

LEGAL DESCRIPTION

BEING A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NUMBER 3959, AS DESCRIBED IN GRANT DEED RECORDED AUGUST 19, 1998, AS INSTRUMENT NUMBER 347101, AND GRANT DEED RECORDED APRIL 10, 2001, AS INSTRUMENT NUMBER 150212, BOTH RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID PARCEL "A", SAID CORNER BEING THE INTERSECTION POINT OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15 (VARIABLE HALF-WIDTH) AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CLINTON KEITH ROAD (55.00 FOOT HALF-WIDTH) AS SHOWN ON AMENDED PARCEL MAP NUMBER 22776, ON FILE IN BOOK 158, PAGES 37 THROUGH 41, INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID RECORDER;

THENCE N 49°23'09" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 14.83 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1744.83 FEET;

THENCE NORTHEASTERLY, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 04°49'25", AN ARC DISTANCE OF 146.89 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 00°33'56", AN ARC DISTANCE OF 17.22 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL "A;

THENCE S 35°13'30" E ALONG A RADIAL LINE, BEING THE NORTHEASTERLY LINE OF SAID PARCEL "A", A DISTANCE OF 8.00 FEET;

THENCE S 54°29'32" W, A DISTANCE OF 17.14 FEET;

THENCE N 35°47'26" W, A DISTANCE OF 8.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 138 SQUARE FEET, OR 0.003 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCES.

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000081 / 1 THROUGH RW 000081 / 8, INCLUSIVE, ON FILE AS MAP NUMBER 205/870 THROUGH 205/877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

0264-002A

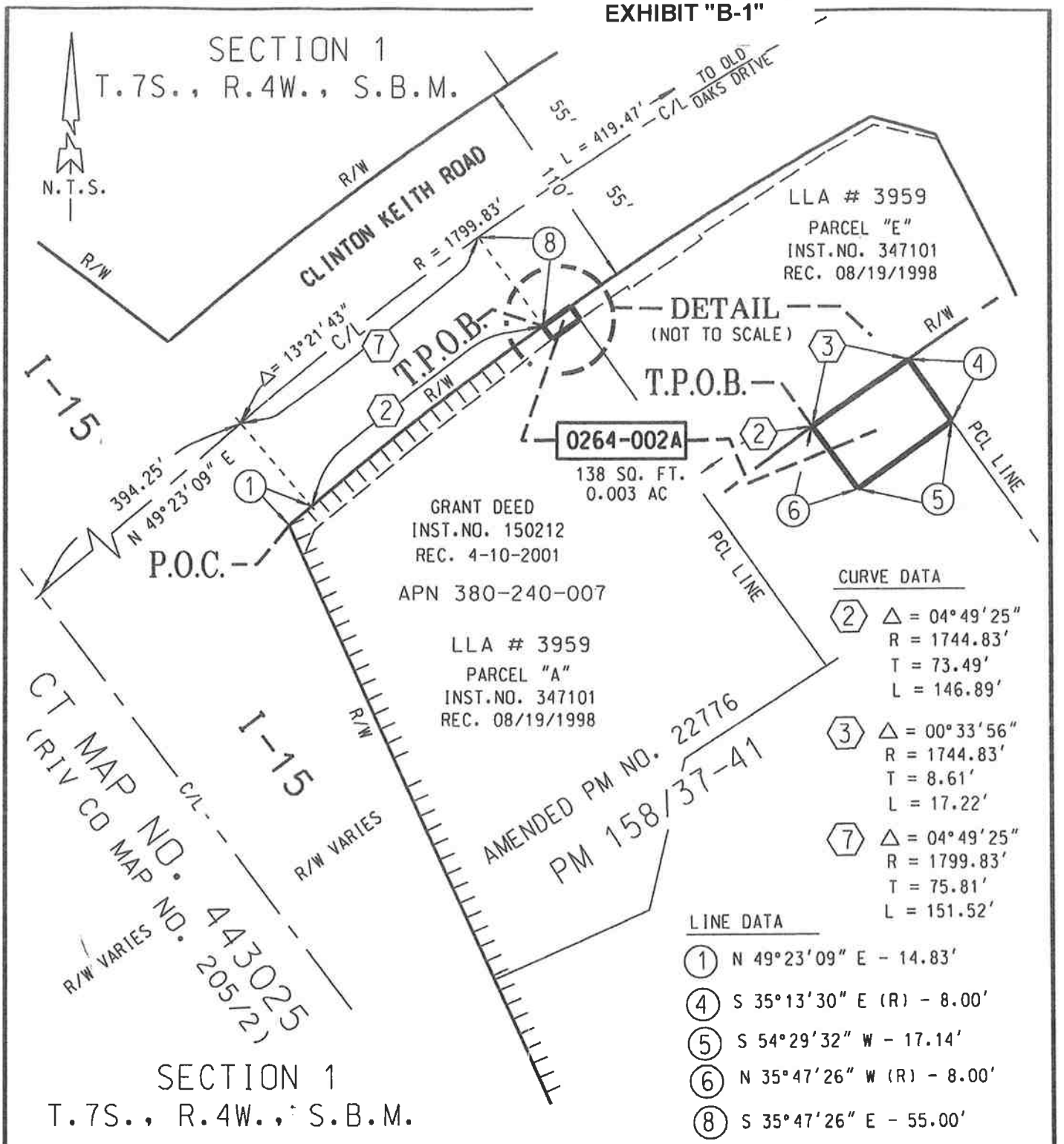
SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 12/10/09

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

PAVELEC/ FISHER
EXHIBIT "B-1"



LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

INDICATES RESTRICTED ACCESS

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0264-002A
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F. Rayburn DATE: 12/10/09	SHEET 1 OF 1 SHEET

ARCHLAND PROPERTY II, L.P.
EXHIBIT "A"

BEING A PORTION OF PARCEL "E" OF LOT LINE ADJUSTMENT NUMBER 3959, AS DESCRIBED IN GRANT DEED RECORDED AUGUST 19, 1998, AS INSTRUMENT NUMBER 347101, AND GRANT DEED RECORDED JUNE 30, 2004, AS INSTRUMENT NUMBER 0508409, BOTH RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL "E", BEING A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CLINTON KEITH ROAD (55.00 FOOT HALF-WIDTH) AS SHOWN ON AMENDED PARCEL MAP NUMBER 22776, ON FILE IN BOOK 158, PAGES 37 THROUGH 41, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAID RECORDER, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1799.84 FEET AND AN INITIAL RADIAL BEARING OF N 35°13'30" W;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE AND SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 05°52'34", AN ARC DISTANCE OF 178.94 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL "E", BEING THE POINT OF INTERSECTION OF SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF OLD OAKS DRIVE (39.00 FOOT HALF-WIDTH), AS SHOWN BY NOTICE OF LOT LINE ADJUSTMENT FOR SAID LOT LINE ADJUSTMENT NUMBER 3959, RECORDED AUGUST 12, 1998 AS INSTRUMENT NUMBER 337999, RECORDS OF SAID RECORDER;

THENCE S 74°28'32" E, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 33.84 FEET TO AN ANGLE POINT THEREIN;

THENCE S 27°15'08" E CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2.90 FEET;

THENCE N 77°24'32" W, A DISTANCE OF 33.46 FEET;

THENCE S 60°09'04" W, A DISTANCE OF 28.33 FEET;

THENCE S 56°28'04" W, A DISTANCE OF 75.41 FEET;

THENCE S 32°47'54" E, A DISTANCE OF 2.00 FEET;

THENCE S 55°10'41" W, A DISTANCE OF 44.36 FEET;

THENCE N 34°15'46" W, A DISTANCE OF 2.00 FEET;

THENCE S 55°15'22" W, A DISTANCE OF 29.17 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL "E";

THENCE N 35°13'30" W ALONG A RADIAL LINE, BEING SAID SOUTHWESTERLY LINE OF PARCEL "E", A DISTANCE OF 8.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 1,343 SQUARE FEET, OR 0.031 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCE.

LEGAL DESCRIPTION (CONTINUED)

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000081 / 1 THROUGH RW 000081 / 8, INCLUSIVE, ON FILE AS MAP NUMBER 205/870 THROUGH 205/877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

0264-003A

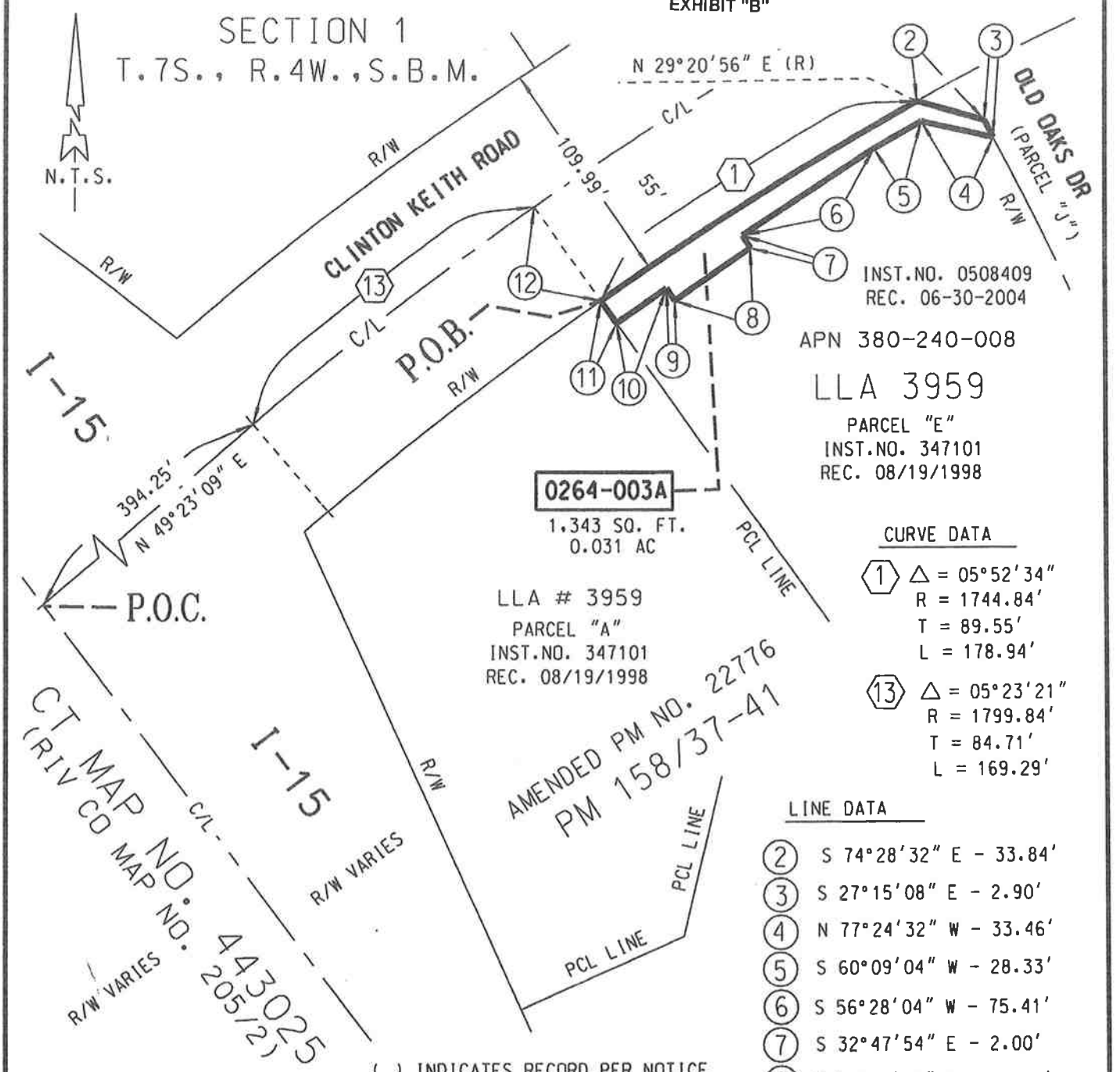
SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F Rayburn

DATE: 12/10/09

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

ARCHLAND PROPERTY II, L.P.
EXHIBIT "B"



( ) INDICATES RECORD PER NOTICE OF LLA 3959, REC. 8-12-1998 AS INST.NO. 337999

INDICATES RESTRICTED ACCESS

CURVE DATA

(1) Δ = 05°52'34"
R = 1744.84'
T = 89.55'
L = 178.94'

(13) Δ = 05°23'21"
R = 1799.84'
T = 84.71'
L = 169.29'

LINE DATA

(2) S 74°28'32" E - 33.84'
(3) S 27°15'08" E - 2.90'
(4) N 77°24'32" W - 33.46'
(5) S 60°09'04" W - 28.33'
(6) S 56°28'04" W - 75.41'
(7) S 32°47'54" E - 2.00'
(8) S 55°10'41" W - 44.36'
(9) N 34°15'46" W - 2.00'
(10) S 55°15'22" W - 29.17'
(11) N 35°13'30" W (R) - 8.00'
(12) N 35°13'30" W (R) - 55.00'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0264-003A
PROJECT: I-15 / CLINTON KEITH ROAD	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F. Rayburn DATE: 12/10/09	SHEET 1 OF 1 SHEET

TESORO SIERRA PROPERTIES, LLC
EXHIBIT "A"

BEING A PORTION OF PARCEL 2 AS SHOWN ON LOT LINE ADJUSTMENT NUMBER 4298 RECORDED MARCH 9, 2001, AS INSTRUMENT NUMBER 95719, AND DESCRIBED IN GRANT DEED RECORDED MAY 8, 2007, AS INSTRUMENT NUMBER 306718, BOTH OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CLINTON KEITH ROAD (55.00 FOOT HALF- WIDTH) AND THE CENTERLINE OF ARYA DRIVE (33.00 FOOT HALF-WIDTH) AS SHOWN ON SAID LOT LINE ADJUSTMENT, SAID INTERSECTION POINT ON CLINTON KEITH ROAD BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF1799.83 FEET AND AN INITIAL RADIAL BEARING OF N 27°15'08" W;

THENCE SOUTHWESTERLY ALONG SAID CENTERLINE OF CLINTON KEITH ROAD AND THE ARC OF SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 01°44'21", AN ARC DISTANCE OF 54.63 FEET;

THENCE N 28°59'29" W ON A RADIAL LINE, A DISTANCE OF 55.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID ARYA DRIVE, BEING A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CLINTON KEITH ROAD, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF1854.83 FEET AND AN INITIAL RADIAL BEARING OF N 28°59'29" W AND **THE TRUE POINT OF BEGINNING**;

THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, AND SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 02°10'32", AN ARC DISTANCE OF 70.43 FEET TO THE MOST EASTERLY CORNER ARYA DRIVE – VACATED, BY RESOLUTION 95-040 RECORDED MAY 2, 1995 AS INSTRUMENT NUMBER 137832 OF SAID OFFICIAL RECORDS AND SHOWN ON AMENDED PARCEL MAP NUMBER 22776, ON FILE IN BOOK 158, PAGES 37 THROUGH 41, INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID RECORDER;

THENCE S 86°16'48" W ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID ARYA DRIVE – VACATED, A DISTANCE OF 52.96 FEET;

THENCE N 71°43'05" E, A DISTANCE OF 84.01 FEET;

THENCE N 60°33'26" E, A DISTANCE OF 42.22 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF ARYA DRIVE (33.00 FOOT HALF-WIDTH) AS SHOWN ON SAID LOT LINE ADJUSTMENT NUMBER 4298;

THENCE S 18°08'05" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.81 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 771 SQUARE FEET, OR 0.018 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCES.

0264-004A

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 12/10/09

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

TESORO SIERRA PROPERTIES, LLC
EXHIBIT "B"

N.T.S.

CURVE DATA

(1) Δ = 01°44'21"
R = 1799.83'
L = 54.63'

(3) Δ = 02°10'32"
R = 1854.83'
L = 70.43'

LINE DATA

(2) N 28°59'29" W (R) - 55.00'
(4) S 86°16'48" W - 52.96'
(5) N 71°43'05" E - 84.01'
(6) N 60°33'26" E - 42.22'
(7) S 18°08'05" W - 8.81'

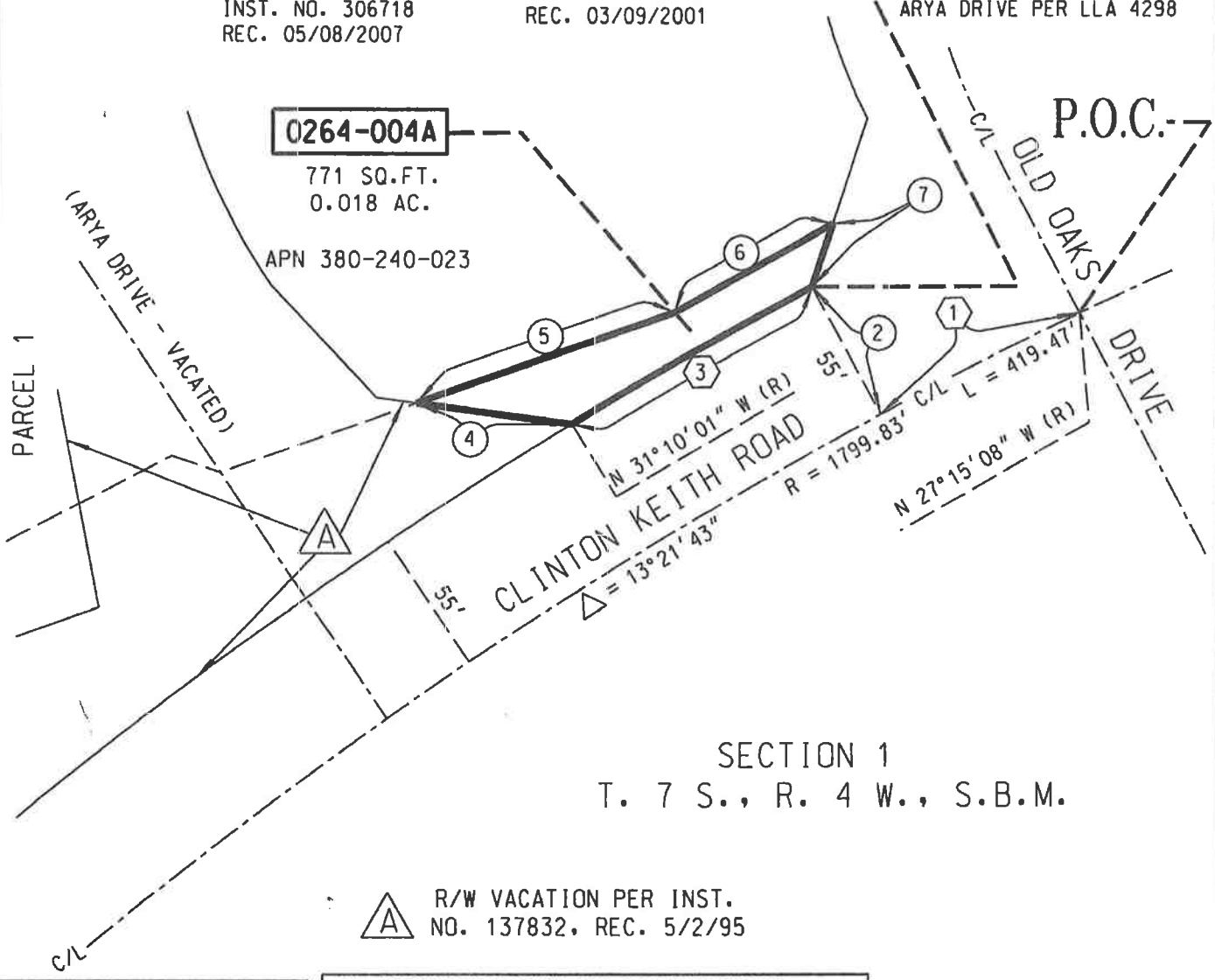
AMENDED PM 22776
PM 158/37-41
PARCEL 4

GRANT DEED
INST. NO. 306718
REC. 05/08/2007

PARCEL 2
LLA 4298
INST. NO. 95719
REC. 03/09/2001

T.P.O.B.
MOST S'LY CORNER
ARYA DRIVE PER LLA 4298

P.O.C.



SECTION 1
T. 7 S., R. 4 W., S.B.M.

(A) R/W VACATION PER INST. NO. 137832, REC. 5/2/95

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0264-004A
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: TFR
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F Rayburn DATE: 12/10/09	SHEET 1 OF 1

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

March 30, 2010

Mc Donald's USA, LLC
Attention: Kwame Brathwaite
3800 Kilroy Airport Way # 200
Long Beach, CA 90806

VIA CERTIFIED U.S. MAIL
Receipt # 7008 3230 0000 8948 6536

RE: Offer to Acquire Property Rights
I-15 Clinton Keith Interchange Project – ACQ File: 09-04-07- Wildomar, California
Riverside County Assessor's Parcel Number(s): 380-240-008

Dear Property Owner:

As you are aware, the County of Riverside, in cooperation with the City of Wildomar (City) is proposing to reconstruct the current two-lane I-15/Clinton Keith Road with a six-lane facility and adding limited length auxiliary lanes on I-15 prior to and after the exit and entrance ramps. The reconstruction of the interchange will utilize the existing diamond interchange configuration. The proposed road project will affect your property identified as Riverside County Assessor Parcel Number 380-240-008 and is scheduled to commence within two years after the acquisition of your property.

It is the desire of the City to acquire private property through voluntary purchase if possible. While the City has the power of eminent domain, condemnation has not been authorized with respect to the subject property as of this date.

A review of public records indicates you are the owner of record of the property the City is considering acquiring for this project. Specifically, a 1,343 square foot area of your property is needed to construct the road improvements along Clinton Keith Road. The Real Property Interests needed for the Project are more particularly described in Exhibits A and depicted in Exhibits B referenced in the attached Agreement for Acquisition of Fee Interest in Real Property.

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

Robert Shea Perdue, real estate appraiser with Robert Shea Perdue Real Estate Appraisal, has inspected and appraised the Property for the purpose of determining its fair market value. The appraiser has determined the fair market value of the real property interests to be acquired at $62,358.00 (Sixty Two Thousand Three Hundred Fifty Eight Dollars). Accompanying this letter is a summary of the appraisal report, which is the basis for establishing the fair market value of the property.

Based upon the fair market value, the City is hereby offering to purchase the Real Property Interests for $62,358.00. The amount offered by the City is contingent upon acceptance by the various interest holders, if any, and would be allocated amongst those parties claiming a valid interest in the Property.

While staff proposes to recommend the acquisition of the Real Property Interests, no decision to acquire can be made until the City Council for the City formally acts to approve this acquisition. Nothing in this letter is meant to pre-commit the City Council or otherwise limit the options available to it. Consequently this offer, if accepted and the acquisition of the Real Property Interests require the City Council to ratify this offer by authorizing the City Manager to execute the Purchase Contract.

Please be advised that this letter, the offer and all other matters stated herein are made under the provisions of California Evidence Code Section 1152 and 1154, Section 1255.060 of the Code of Civil Procedure, and Sections 7267.1 and 7267.2 of the Government Code, and shall not be admissible in evidence in any eminent domain proceeding which may subsequently be instituted for acquisition of the subject property, or in any other action.

The City has retained Interwest Consulting Group to assist in the acquisition of the Property. Please contact John F. Almazán at (916) 214-5742 to further discuss this offer. We look forward to working with you cooperatively on this transaction.

Sincerely,

for

Julie Cline
Real Estate Manager
City of Wildomar

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

cc: John F. Almazán – Interwest Consulting Group, Senior Real Property Agent

Attachments:
-Agreement for Acquisition of Fee Interest
-Appraisal Summary Statement
-Summary Statement Relating to the Purchase of Real Property or an Interest Therein
-Conveyance Deeds

File No.: ACQ 09-04-07
Project: I-15/Clinton Keith Interchange Project
Parcel No: 0264-003
Escrow #: 11653960
Title Company: Lawyers Title
Date of Preliminary Title Report: March 24, 2010

Grantor: **Archland Property II, L.P., a Delaware Limited Partnership**

Grantee: **CITY OF WILDOMAR, a Municipal Corporation**

AGREEMENT FOR ACQUISITION OF FEE INTEREST IN REAL PROPERTY

WHEREAS, the above-named Grantor(s) ("Grantor") owns that certain real property located in the City of Wildomar, County of Riverside, State of California legally described in the Legal Description identified as Exhibit "A" and depicted on the Plat Map identified as Exhibit "B", attached hereto and made a part hereof ("Property"); and

WHEREAS, Grantor intends to convey to the City of Wildomar ("City") and the City intends to acquire from Grantor a Fee Simple Interest ("Fee Title") to the Property for the purpose of constructing the I-15/ Clinton Keith Interchange Project, pursuant to the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the payment and other obligations set forth below, Grantor and City mutually agree as follows:

1. Execution and Delivery to Escrow

City shall open an escrow with the title company identified above ("Escrow Holder") by delivery of a fully executed copy of this Agreement. Upon full execution of this Agreement by the parties ("Effective Date"), Grantor shall execute and notarize the Grant Deed, in the form of Exhibit "C" respectively, attached hereto and made a part hereof.

2. Payment; No Encumbrances; Taxes; Title and Condition Of Property

A. Purchase Price.

City shall tender payment to the Escrow Holder in the amount of Sixty Two Thousand Three Hundred Fifty Eight ($62,358) Dollars ("Purchase Price"), which is specifically agreed by the parties to be the full amount of compensation due and owing to Grantor for conveyance of the Fee Title to the City.

B. Property Interest Free of Encumbrances.

Grantor agrees and covenants that fee title to the Property shall be conveyed to City free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments or other security interests of any kind (collectively, "Encumbrances"), and that Grantor at Grantor's expense shall take all actions necessary to remove any and all Encumbrances prior to, and as an express condition precedent to, the Close of Escrow.

C. Taxes

Taxes for the fiscal year in which the escrow closes shall be cleared and paid for in the manner required by Section 5086 of the Revenue and Taxation Code. As a deduction from the amount shown in Section 2A, above, the City shall be authorized to pay any delinquent taxes due in any fiscal year, except the fiscal year in which this escrow closes, together with penalties and interest thereon; and

D. No Removal of Easements or Rights of Way; Condition of Title

Grantor shall not be required to remove: (i) easements or rights-of-way for public roads or public utilities, if any; and (ii) items specifically identified on "Title Exceptions" identified as Exhibit "D", attached hereto, if any. It shall be a condition to the Close of Escrow and a covenant of Grantor that title to the Property shall be conveyed to City by Grantor via the Grant Deed, subject only to the "Title Exceptions" identified as Exhibit "D" attached hereto, if any; and

E. No Changes

Grantor warrants and covenants that, at the Close of Escrow, there shall have been no material adverse changes in the physical or financial condition of the Property and there shall have been no material adverse change in the financial condition of Grantor or any general partners of Grantor. Grantor further covenants and agrees that, following execution of this Agreement and during the term of this Escrow, Grantor will not cause or permit any liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way, or other matters affecting title on the Property to appear of record or be revealed other than those identified on "Title Exceptions" identified as Exhibit "D", attached hereto, if any, and any such liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way, or other matters affecting title on the Property must be eliminated to City's satisfaction by Grantor prior to the Close of Escrow as a condition to the Close of Escrow for City's benefit.

3. Just Compensation; Waiver and Release

A. Grantor agrees that performance of this Agreement by City, including the payment recited in Section 2A, above, shall constitute full and fair compensation and consideration for any and all claims that Grantor, and its successors and assigns, may have against City by reason of the acquisition, improvement, possession, use and/or occupancy of the Property, and Grantor, on behalf of itself and its successors and assigns, hereby knowingly and voluntarily waives, and expressly releases and discharges City, and any and all of City's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from liability in regard to, any and all such claims, including claims for severance or taking compensation or damages to the remainder not taken on account of the acquisition of the Property or the location, establishment, construction and/or operation of the above-named Project. This waiver and release shall survive the Close of Escrow.

B. The foregoing waiver and release shall include the waiver and release of any and all rights or claims that Grantor has, may have or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation; except as provided herein. Grantor, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges City, and

any and all of City's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from liability in regard to any claims for the following: relocation assistance or benefits, if any, to which Grantor may be entitled pursuant to applicable State, Federal or local laws or regulations , precondemnation damages, lost business goodwill, lost profits, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback from City, or receive any financial gain from, the City's sale of any portion of the Property, any right to challenge City's adoption of a resolution of necessity, any right to receive any notices required for a new or reauthorization resolution or for a right of first refusal , and litigation expenses, attorney's fees and/or costs. This waiver and release shall survive the Close of Escrow. Grantor is aware of and understands all potential benefits to which he/she/it is otherwise entitled and has had the opportunity to discuss potential benefits with representatives of the City and with legal counsel of his/her/its choice.

4. Waiver under Section 1542

The parties intend that this Agreement will result in a full, complete, and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Property by the City, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which a party is, or may be, entitled is intended to be full and complete. Accordingly,

A. Grantor hereby waives any and all rights or benefits arising from and/or related to the City's acquisition, possession and/or use of the Property that it may have under section 1542 of the Civil Code of the State of California which provides:

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

B. The Grantor represents and warrants that he/she/it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of their choice.

5. Title Insurance

City may obtain a CLTA extended coverage Grantor's policy of title insurance in the amount of the Purchase Price insuring that clear title to the Property is vested in City upon recording of the Grant Deed.

6. Escrow

Unless extended by the mutual agreement of the parties, the escrow shall close within ninety (90) days after the Effective Date of this Agreement and shall be the date the Grant Deed is recorded in the Recorder's Office for Riverside County ("Close of Escrow"); provided that if a Resolution or Resolutions of Necessity are required in order to condemn any property required for the above-named Project, the escrow shall not close prior to the adoption of the Resolution(s) of Necessity by the City Council. Nothing stated in this Agreement is intended to dictate, preclude, or limit, in any way, the City's exercise of its discretion in determining whether or not to adopt a Resolution of Necessity. If a Resolution or Resolutions of Necessity are required and the City Council does

not adopt the Resolution(s), this Agreement may, at City's election, be deemed cancelled and of no force and effect, in which event both parties shall be released from any and all liability to each other of any sort or nature relating to this acquisition or the Project, and all amounts deposited in escrow by City shall be returned forthwith to City by the Escrow Holder.

A. The Escrow Holder may expend any or all monies payable under this Agreement and deposited into escrow to discharge any obligations which are liens upon the Property, including, but not limited to, those arising from judgments, assessments, delinquent taxes for other than the fiscal year in which the escrow closes, or debts secured by deeds of trust or mortgages, and/or to defray any other incidental costs other than those specified in Section 2D hereof to be borne by the City. The Escrow Holder shall release payment to Grantor, return any credited amounts to City, and record the Grant Deed in the Recorder's Office for Riverside County upon the Close of Escrow. Title to the Property shall pass to City immediately upon Close of Escrow.

B. This Agreement may serve in whole or in part as escrow instructions. The issuance of any further escrow instructions shall be the sole responsibility of City. The Grantor agrees to execute such additional documents as may be reasonably necessary to consummate the purchase and sale herein contemplated.

7. Fees

The City shall pay all escrow, recording, and title insurance fees incurred in this transaction.

8. Possession and Use of the Property Pending Close of Escrow

Upon execution of this Agreement for Acquisition of Fee Interest in Real Property, the City shall have the immediate right of possession and use of the Property including the right to remove and dispose of improvements and construct the above-named Project commencing on the Effective Date; provided that City makes no representation that the Project shall be constructed, and no liability or obligation whatsoever shall be incurred by City by reason of any failure to construct the Project for any reason. If, after the City takes possession, the Property subsequently is not acquired by City for any reason, City shall restore the Property to the condition existing prior to the City's possession or use hereunder as set forth in Exhibit "F" attached hereto, unless otherwise agreed by the parties.

9. Eminent Domain

A. It is mutually understood that the acquisition of the Property by City is for a public purpose, and therefore, the Property is otherwise subject to taking by the power of eminent domain. The acquisition by and through this Agreement is in lieu of City's exercise of the power of eminent domain.

B. If any eminent domain action that includes the Property, or any portion thereof, has been filed by the City and after said filing the Grantor subsequently agrees and consents to the dismissal of said action, then the Grantor hereby waives any and all claims to any money that may have been deposited in any Court or with the State Treasurer in any such action and waives any and all claims for damages, costs, or litigation expenses, including attorney's fees, arising by virtue of the abandonment of the action pursuant to Section 1268.510 of the California Code of Civil Procedure.

10. Amendment

This agreement may be modified, changed, or rescinded only by an instrument in writing executed by the parties hereto.

11. No Leases

Grantor warrants that there are no leases, tenants or occupants except as disclosed on Exhibit "E" attached hereto, on all or any portion of the Property, and the Grantor further agrees to indemnify and hold the City harmless and reimburse the City for any and all of its losses and expenses occasioned by reason of any tenant, lease or occupant of all or a portion of the Property other than what is disclosed on Exhibit "E." Grantor further agrees to indemnify and hold City harmless and reimburse the City for any payment of relocation expenses made to any tenant, lessee or occupant not disclosed on Exhibit "E." Grantor agrees not to assign, transfer or sell to any third party any right, title or interest Grantor has in the Property. The parties acknowledge that, upon acquisition by the City, any lease, tenancy or occupancy disclosed on Exhibit "E" shall terminate as to that part of the lease, tenancy or occupancy being acquired by the City pursuant to this Agreement.

12. Grantor's Representations

A. Grantor makes the following representations and warranties:

i. Grantor certifies that it owns full legal title to the Property, and has full power and authority to convey all property rights described herein to City.

ii. This Agreement constitutes a legal, valid, and binding obligation of Grantor enforceable in accordance with its terms.

iii. To the best of Grantor's knowledge there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, or any portion thereof, or pending or threatened against Grantor which could (i.) affect Grantor's title to the Property, or any portion thereof, (ii.) affect the value of the Property, or any portion thereof, or (iii.) subject any Grantor of the Property, or any portion thereof, to liability.

iv. To the best of Grantor's knowledge, there are no uncured notices, which have been served upon Grantor from any governmental agency notifying Grantor of any violations of law, ordinance, rule, or regulation, which would affect the Property, or any portion thereof.

v. There are no Hazardous Substances (as defined below), or storage tanks containing Hazardous Substances, in, on, under, or about the Property.

vi. To the best of Grantor's knowledge, there has been no production, storage, disposal, presence, observance, or release of any Hazardous Substances in, on, under, or about the Property.

vii. The Grantor and the Property are not in violation of any federal, state, or local law, ordinance, regulation, order, decree, or judgment relating to Hazardous Substances and/or environmental conditions in, on, under, or about the Property.

viii. To the best of Grantor's knowledge, there are no notices or other information giving Grantor reason to believe that any conditions existing on the Property or in the vicinity of the Property subject or could subject any Grantor of the Property to potential liabilities under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement that pertains to the regulation of Hazardous Substances and/or the protection of public health and safety and/or the environment, including, but not limited to, the ambient air, soil, soil vapor, groundwater, surface water or land use.

ix. To the best of Grantor's knowledge, there are no violations of any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement that pertains to the regulation of Hazardous Substances and/or the protection of public health and safety or the environment, including, but not limited to, the ambient air, soil, soil vapor, groundwater, surface water or land use, nor of any legal, administrative or other action or proceeding, pending or threatened, affecting the Property and relating to Hazardous Substances and/or environmental compliance.

x. To the best of Grantor's knowledge, there is no license, permit, option, right of first refusal, or other agreement, written or oral, which affects the Property or any portion thereof.

xi. To the best of Grantor's knowledge conveyance of the property rights described herein will not constitute a breach or default under any agreement to which Grantor is bound and/or to which the Property is subject.

B. Each of the above warranties and representations is material and is relied upon by City separately and collectively. Each of the above representations shall be deemed to have been made as of the date that the Grant Deed is recorded, and shall survive the recording of the Grant Deed by a period of two years following the date that the Grant Deed is recorded. If, before the recording of the Grant Deed Grantor discovers any information or facts that would materially change any of these warranties and representations, Grantor shall immediately give notice in writing to City of such facts and information. If any of the foregoing warranties and representations cease to be true before the recording of the Grant Deed, the City may, at its unfettered discretion, either cancel and terminate this Agreement or give the Grantor the option to remedy the problem before the recording of the Grant Deed or deduct from the payments required by Section 2B, above, as a credit to City, in an amount as determined by the City reasonably required to remedy the problem.

13. Hazardous Substances

A. Liability for Hazardous Substance

The parties acknowledge, understand, and agree that any liability associated with the presence of any Hazardous Substances, as defined below, on or adjacent to any portion of the Property shall be governed by the provisions of Section 14 below, regardless of whether any inspection, examination, sampling, testing, assessment, or other investigation is conducted by City.

"Hazardous Substance(s)" includes, but is not limited to, any hazardous or toxic substance, material or waste, or any solid waste, pollutant, or contaminant that is:

(i) Regulated by any local governmental agency, the State of California or the United States Government; (ii) defined as such in any federal, State, or local statute, ordinance, rule, or regulation applicable to the property, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (Title 42 United States Code sections 9601-9675), the Resource Conservation and Recovery Act (Title 42 United States Code sections 6901-6992k), the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code sections 25330-25395), and the Hazardous Waste Control Law (California Health and Safety Code sections 25100-25250.25); (iii) listed in the United States Department of Transportation Table (49 CFR § 172.101) or by the Environmental Protection Agency, or listed as hazardous substances by any equivalent State of California or local governmental agency, or any successor agency (40 CFR Part 302); (iv) asbestos or asbestos containing material; (v) radon gas; (vi.) petroleum or petroleum fractions; (vii) any explosive substances (viii) polychlorinated biphenyl; (ix) a radioactive material, and (x) per chlorate.

14. Indemnification

A. Each party (hereafter the "Indemnifying Party") agrees and covenants to indemnify, defend (with counsel acceptable to the other party) each other party (hereinafter "Indemnified Party'), which consent shall not be unreasonably withheld), and hold the Indemnified Party, and its officers, employees and agents, harmless from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside counsel or the City Attorney), causes of action, claims, or judgments that arise by reason of any death, bodily injury, personal injury, property or economic damage, or violation of any law or regulation, or damage to the environment, including ambient air, soil, soil vapor, groundwater, or surface water, and resulting from or in any way connected with:

i. any acts or omissions related to the performance of this Agreement;(ii) any breach of this Agreement, or; (iii.) the occupancy or use of the Property (including, but not limited to, the use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about any portion of the Property), by the Indemnifying Party, its officers, employees, agents, engineers, contractors or subcontractors, or any other person or entity employed by or acting on their behalf.

B. The parties further agree and understand as follows: a party does not, and shall not be deemed to, waive any rights against the other party which it may have by reason of the aforesaid indemnity and hold harmless agreement because of any insurance coverage available; the scope of the aforesaid indemnity and hold harmless agreements are to be construed broadly and liberally to provide the maximum coverage in accordance with their terms; no specific term or word contained in this Section shall be construed as a limitation on the scope of the indemnification and defense rights and obligations of the parties unless specifically so provided. The provisions of this Section shall survive the recording of any deeds hereunder.

15. Attorney Fees

Either party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and the prevailing party in such suit or proceeding shall be entitled to recover from the other party reasonable costs and expenses, including attorney's fees.

16. Notices

Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to the following address:

To City:	**To Grantor:**
City of Wildomar	Mc Donald's USA, LLC
Public Works Department	3800 Kilroy Airport Way #200
Development Services	Long Beach, CA 90806
23873 Clinton Keith Road, Suite 201	Attention: Kwame Brathwaite
Wildomar, CA 92595	
Attention: Real Property Acquisition	

17. Recording

Either party may record this Agreement in the Recorder's Office for Riverside County.

18. Binding on Successors

This Agreement shall be binding on and shall inure to the benefit of the City and Grantor, and their respective successors, assigns, and transferees, and their past, present and future officers, employees and agents; provided that this Agreement may only be assigned with the written consent of both parties, and any attempt to assign this Agreement without such consent shall be void.

19. Brokers

Grantor and City each warrant to the other that no person or entity can properly claim a right to a commission, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. If any broker or finder makes any claim for a commission or finder's fee, the party through which the broker or finder makes such claim shall indemnify, defend and hold the other party harmless from all liabilities, expenses, losses, damages or claims (including the indemnified party's reasonable attorneys' fees) arising out of such broker's or finder's claims.

20. Time of Essence

Time is of the essence for each condition, term, and provision in this Agreement.

21. Waivers

No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving party.

22. Severability

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original

intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

23. Construction

Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement.

24. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action arising under or related to this Agreement shall be brought and prosecuted in the Riverside County Superior Court.

25. Special Provisions

The Special Provisions attached hereto as Exhibit "F," if any, are hereby incorporated, and made a part of this Agreement by this reference. In the event of any conflict or inconsistency between this Agreement and the Special Provisions, the terms of the Special Provisions shall prevail.

26. Entire Agreement

The parties have herein set forth the whole of their Agreement. All prior oral discussions, representations, and/or agreements, if any, are specifically superseded by this Agreement, which is intended by the parties to contain all of the terms and conditions agreed to by them with regard to acquisition of the Property by City.

27. Authority

Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

GRANTOR(S):

Archland Property II, L.P., a Delaware Limited Partnership

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

By: _____

Print: _____

Title: _____

GRANTEE:

CITY OF WILDOMAR
a Municipal Corporation

Date: _____

By: _____
Frank Oviedo, City Manager

RECOMMENDED FOR APPROVAL:

Date: _____

By: _____
John F. Almazan

APPROVED AS TO FORM:

Date: _____

By: _____
Julie Biggs, City Attorney

ATTEST:

Date: _____

By: _____
Debbie Lee, City Clerk

***Note:** *If Grantor is a corporation, the following* <u>*two*</u> *signatures are required: (1) the first signature by either the Chairman of the Board, the President, or any Vice President of the corporation; and (2) the second signature by either the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of the corporation.*

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL "E" OF LOT LINE ADJUSTMENT NUMBER 3959, AS DESCRIBED IN GRANT DEED RECORDED AUGUST 19, 1998, AS INSTRUMENT NUMBER 347101, AND GRANT DEED RECORDED JUNE 30, 2004, AS INSTRUMENT NUMBER 0508409, BOTH RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL "E", BEING A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CLINTON KEITH ROAD (55.00 FOOT HALF-WIDTH) AS SHOWN ON AMENDED PARCEL MAP NUMBER 22776, ON FILE IN BOOK 158, PAGES 37 THROUGH 41, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAID RECORDER, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1799.84 FEET AND AN INITIAL RADIAL BEARING OF N 35°13'30" W;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE AND SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 05°52'34", AN ARC DISTANCE OF 178.94 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL "E", BEING THE POINT OF INTERSECTION OF SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF OLD OAKS DRIVE (39.00 FOOT HALF-WIDTH), AS SHOWN BY NOTICE OF LOT LINE ADJUSTMENT FOR SAID LOT LINE ADJUSTMENT NUMBER 3959, RECORDED AUGUST 12, 1998 AS INSTRUMENT NUMBER 337999, RECORDS OF SAID RECORDER;

THENCE S 74°28'32" E, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 33.84 FEET TO AN ANGLE POINT THEREIN;

THENCE S 27°15'08" E CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2.90 FEET;

THENCE N 77°24'32" W, A DISTANCE OF 33.46 FEET;

THENCE S 60°09'04" W, A DISTANCE OF 28.33 FEET;

THENCE S 56°28'04" W, A DISTANCE OF 75.41 FEET;

THENCE S 32°47'54" E, A DISTANCE OF 2.00 FEET;

THENCE S 55°10'41" W, A DISTANCE OF 44.36 FEET;

THENCE N 34°15'46" W, A DISTANCE OF 2.00 FEET;

THENCE S 55°15'22" W, A DISTANCE OF 29.17 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL "E";

THENCE N 35°13'30" W ALONG A RADIAL LINE, BEING SAID SOUTHWESTERLY LINE OF PARCEL "E", A DISTANCE OF 8.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 1,343 SQUARE FEET, OR 0.031 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCE.

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000081 / 1 THROUGH RW 000081 / 8, INCLUSIVE, ON FILE AS MAP NUMBER 205/870 THROUGH 205/877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

0264-003A

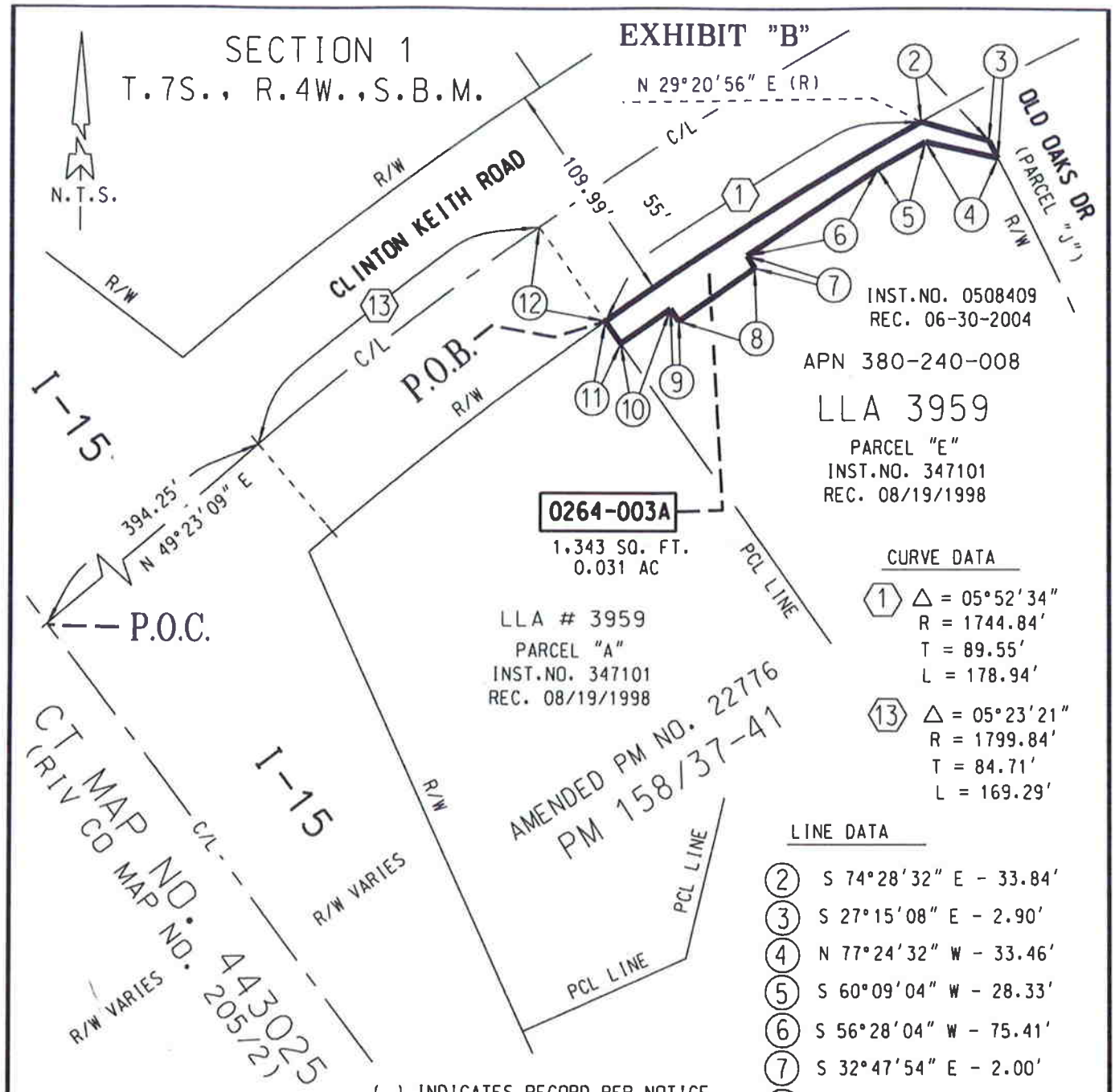
SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 12/10/09

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

EXHIBIT "B"



( ) INDICATES RECORD PER NOTICE OF LLA 3959, REC. 8-12-1998 AS INST.NO. 337999

INDICATES RESTRICTED ACCESS

CURVE DATA

(1) Δ = 05°52'34"
R = 1744.84'
T = 89.55'
L = 178.94'

(13) Δ = 05°23'21"
R = 1799.84'
T = 84.71'
L = 169.29'

LINE DATA

(2) S 74°28'32" E - 33.84'
(3) S 27°15'08" E - 2.90'
(4) N 77°24'32" W - 33.46'
(5) S 60°09'04" W - 28.33'
(6) S 56°28'04" W - 75.41'
(7) S 32°47'54" E - 2.00'
(8) S 55°10'41" W - 44.36'
(9) N 34°15'46" W - 2.00'
(10) S 55°15'22" W - 29.17'
(11) N 35°13'30" W (R) - 8.00'
(12) N 35°13'30" W (R) - 55.00'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0264-003A
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F Rayburn DATE: 12/10/09	SHEET 1 OF 1 SHEET

EXHIBIT "C"

NO FEE DOCUMENT
Government Code §6103 & §27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
CITY OF WILDOMAR
23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595

The Above Space For Recorder's Use Only

OK to Accept: _____

Date: _____

Project Name: I-15 Clinton Keith Interchange

Address: 23819 Clinton Keith Road
APN: 380-240-008
Project No.: 0264-003A
Title Order No. 11653960
Escrow No. 11653960-10

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT DEED
(FOR RIGHT OF WAY PURPOSES)

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, **Archland Property II, L.P., a Delaware Limited Partnership** ("GRANTOR"), hereby grants to the **CITY OF WILDOMAR**, a municipal corporation, all that real property situated in the City of Wildomar, County of Riverside, State of California, described as follows:

> See Exhibit A, legal description, and Exhibit B, plat to accompany legal description, attached hereto and made a part hereof.

Executed this _____ day of _____, 20_____

Archland Property II, L.P.

a Delaware Limited Partnership

By: _____
[Name of Signatory]

Printed: _____

Title: _____

By: _____
[Name of Signatory]

Printed: _____

Title: _____

Mail Tax Statements To:
Finance Department
City of Wildomar
23873 Clinton Keith Rd
Ste 201
Wildomar, CA 92595

EXHIBIT "D"

Title exceptions that will not be removed, if any, as noted in preliminary title report dated March 24, 2010: # 1

NO ADDITIONAL ITEMS TO BE IDENTIFIED

EXHIBIT "E"

Leases

NONE

EXHIBIT "F"
Special Provisions

Reconstruction of Grantor's Remainder Property

City and its authorized agents and contractor are hereby granted permission to enter onto Grantor's remainder property to reconstruct Grantor's driveways, walkways, lawn and landscaped areas, (hereinafter referred to as "Remainder"), as necessary to conform same to the street frontage improvements, including re-grading and replanting any affected lawn and landscaped areas. The cost of such reconstruction of the Remainder property shall be borne by City, at no expense to Grantor. Such reconstruction shall be done at a time and in a manner, which the City, in its sole discretion, deems most appropriate for project purposes. Upon completion of such reconstruction, any reconstruction shall hereinafter by considered Grantor's sole property and Grantor will be solely responsible for all maintenance and repair thereto.

SUMMARY BASIS OF VALUATION STATEMENT

Summary of the Basis for Just Compensation
Interstate 15 & Clinton Keith Interchange Project
Archland Property - Property ID 14471

This **Appraisal Summary Statement**, which summarizes the **Basis for the Just Compensation**, has been prepared in compliance with eminent domain laws of the State of California and California Code of Civil Procedure 1255.010 (b).

BASIS OF VALUATION:

The fair market value for the property to be acquired is based upon an appraisal prepared in accordance with accepted appraisal principles and methodologies. Recent sales of comparable properties and income data (if applicable) are considered appropriate and have been utilized for subject valuation. Full consideration is given to zoning, development potential and the income the property is capable of producing, if any.

Code of Civil Procedure Section 1263.320 defines Fair Market Value as follows:

a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to be a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

Section 1263.330 provides that the fair market value shall not include an increase or decrease in value attributable to the project for which the property is to be acquired.

BASIC PROPERTY DATA:

Owner:	Archland Properties
Total Property Area:	0.75 acres (32,670 square feet)
Assessor's Parcel No.:	380-240-008
Property Address:	23819 Clinton Keith Road, Wildomar, Riverside County, and State of California
Legal Description:	Being a portion of parcels 18 and 19 and lots "D", "E", "0" and "P" of "Amended" Parcel Map 22776 as shown in Book 158, Page(s) 37 through 41, of Parcel Maps, records of Riverside County, California

Public use for which the property is to be acquired:

The proposed acquisition is for the Interstate 15 and Clinton Keith Road Interchange Project.

Location and extent of property to be acquired:

The required portion of the subject larger parcel, identified as Parcel No. 0264-003A, fee simple interest acquisition area of 1,343 square feet. The required portion is located along the northern boundary of the subject property (Property ID 14471). Compensation will be provided for the existing landscape/hardscape that is within the acquisition area.

Interest to be acquired:	Fee Simple Interest.
Zoning:	C-P-S with a General Plan Land Use of CR-Commercial Retail, City of Wildomar, Riverside County.
Present use:	The subject property is currently in use as a McDonald's fast food restaurant with drive-through window
Date of valuation:	February 5, 2010
Highest and best use	Continued use as a fast food restaurant with drive-through.

Summary and Conclusion of Value:

Larger Parcel (As Land Only)	$980,000
Property To Be Acquired	
Fee Acquisition for Public Road Widening	$40,290
Landscape/Hardscape Improvements	$22,068
Value of the Remainder as Part of the Whole	$917,642
Severance Damages	$0
Benefits	$0
Net Severance Damages	$0
Total Fair Market Value for Permanent Property Rights Acquired	**$62,358**

THE FOLLOWING INFORMATION IS BASED ON THE ENTIRE SUBJECT PARCEL:

1. The sales comparison approach is based on the consideration of comparable land sales with commercial zoning in the subject market area:

   Sales Comparison Approach:

   Eight market data represent the most comparable land sale transactions within the subject market area. The parcel sizes range from 0.73 acres to 2.66 acres. The sales prices range from $10.25 to $31.20 per square foot.

   The subject is a well located property on a major thoroughfare in Wildomar between Temecula and Lake Elsinore. Economic constraints include the current real estate recession - housing and retail, which has led to increased vacancies and increased cap rates. *Land values have begun to drop as a result.* The capital markets are not fully performing and financing has become a hurdle for many buyers. Many projects have been put on hold as the retail industry has been taking losses. It is, however, very well located at the freeway off-ramp with infrastructure close by.

   Following adjustments for differences, the adjusted value range for the subject is $27.00 - $30.00 per square foot. Due to the location at a major freeway interchange, as well as the eminent domain nature of this valuation, we have reconciled at the high end of the range, $30.00 per square foot. Therefore, the fee simple fair market value of the subject property (as land only) via the Sales Comparison Approach, as of February 5, 2010 is as follows:

   1.10 acres/32,670 sq. ft. @ $30.00 per sq. ft = **$980,100**

   Rounded to $980,000

See attached sheets for principle transactions and sales location map.

2. The cost approach is based in part on a replacement cost new of improvements less depreciation. Cost information was obtained from cost service publications and/or knowledgeable vendors. Cost Approach: Not Applicable

3. The income approach is based on an analysis of income and expenses to the property. Income Approach: Not Applicable

FAIR MARKET VALUE OF PROPERTY TO BE ACQUIRED

Fee Simple Interest

The area to be acquired is necessary to accommodate the interchange project. The value of the acquisition area is based on the value of the larger parcel ($30.00 psf) and is calculated as follows:

Partial Fee Acquisition (Parcel No. 0264-003A)

1,343 sq. ft. x $30.00 per square foot = **$40,290**

Acquisition of Improvements

In the before condition, the property owner was conditioned to install and maintain landscaping within the Right-of-Way (ROW). Part of this landscaping is now owned by the City of Wildomar. It is reasonable to reimburse the property owner for the entire cost of installing and maintaining the landscaping on both the private property and city ROW.

In the after condition, the property owner will be responsible for installing and maintaining only their own landscaping. Steven Lange of Exterior Designs. provided estimates of the plants, trees, grass and irrigation that will be acquired for the project. Also, two drive-through McDonald's signs and a drive-through lamppost and light need to be relocated.

Item No.	Description	Qty	Unit	Cost / Item	Total Cost
1	Cap and remove valves, coupler and wire				$460
2	Remove sign and boulder	1	EA	$280.00	$280
3	Replace pilasters	2	EA	$995.00	$1,990
4	PVC 2 rail fencing	180	LF	$19.60	$3,528
5	Relocate valves, wire, coupler, and mainline				$1,115
6	Soil Preparation				$780
7	5 Gallon shrubs and 1 gallon shrubs planted and guaranteed	199	EA	$34.95	$6,955
8	Drip irrigation, wye strainer, and pressure regulator				$1,610
9	Wood Chips	18	CY	$75.00	$1,350
					$18,068
	Subtotal				$18,068
	Add: Landscape Contractor Fees & Permits				$1,000
	Add: Relocate drive-through signs and light				$3,000
	Total Landscape/Hardscape				**$22,068**

Summary of Permanent Acquisition

Public Road Fee Simple Interest	$40,290
Landscape/Hardscape Improvements	$22,068
Permanent Acquisition	**$62,358**

McDonald's has requested that their landscape architect be on-site during the demolition to cap off irrigation and water lines.

Severance Damages

In the partial acquisition of real estate, the most reliable measurement of severance damages is the diminution of market value to the Remainder property which results from the acquisition or construction of improvements as planned. Issues considered in this analysis include the project's impact, if any, on the Remainder Parcel's highest and best use, site utility, development potential, drainage, landscaping, hardscape, proximity to existing improvements, and access.

The acquisition on the subject property comes within inches of the drive-through lane. It is our understanding that a retaining wall along side the drive-through *will not* be erected for the project. It is assumed that the curb height along the drive-through *will not* change and the turning radius of the outside lane *will not* change; thus allowing the entire drive-through access and operations to remain unaffected by the Project. Therefore, there are no damages for this item.

The subject property has electrical conduit and irrigation pipes running under the drive-through curb line and within the strip of landscaping (extends within the acquisition area). It is assumed that these lines *will* be relocated at the City's expense and *will not* cause an interruption in the drive-through access or operations. Therefore, there are no damages for this item.

During construction, there will be a time period (approx. 2-4 weeks) that the driveway on Clinton Keith will need to be closed for the project. It is our understanding that every attempt will be made to keep the driveway closed for as short of a time period as possible. *Access to the property, however, still remains from Oak Creek Mall Drive.* Based on the foregoing, access will remain the same in the Before and After Conditions; therefore, severance damages relative to this issue are not applicable.

The Remainder Parcel, in the After Condition, will have similar highest and best use in comparison with the Before Condition. The I-15/Clinton Keith Road Interchange Project affects only the landscape and hardscape adjacent to the sidewalk and will not impact the existing or future development/redevelopment of the site, nor will it impact access. Therefore, severance damages are not applicable.

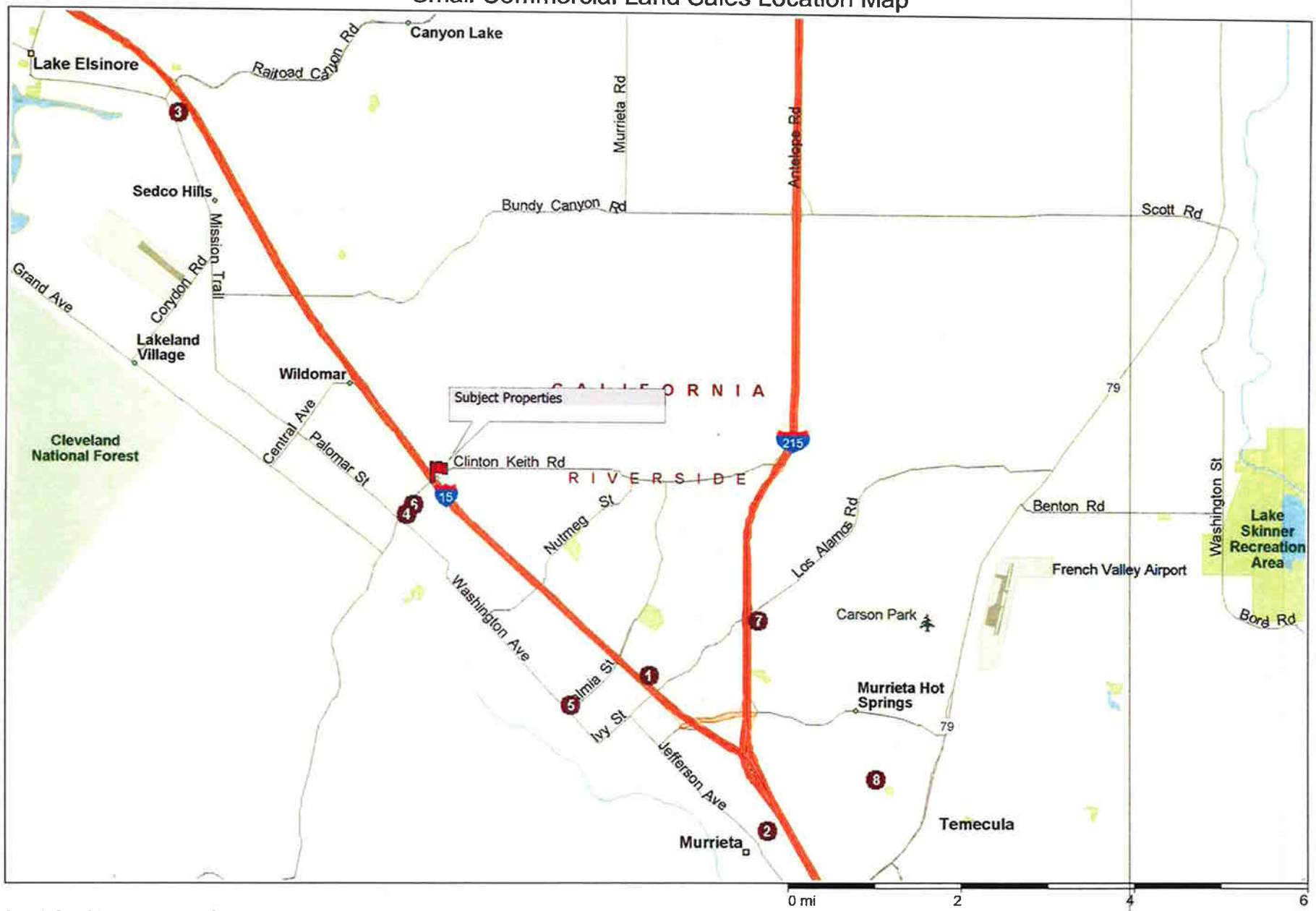
Benefits

Under California law, benefits may be used to offset damages only. The After Condition analysis indicates the subject is not affected by severance damages. It is our opinion, the project will provide public benefits by enlarging the Clinton Keith intersection. While public benefits are recognized, it does not provide specific benefits directly to the subject property at present. Therefore, benefits have not been quantified at this time.

MARKET DATA SUMMARY GRID
Small Commercial Land Sales (0 to 3 acres)

DATA NO.	LOCATION/APN	PARCEL SIZE AC/SF	ZONING / GENERAL PLAN	DATE OF SALE/ DOC. NO.	SALES PRICE	SALES PRICE PER SF	COMMENTS
1	Monroe Avenue, north of Los Alamos Road, Murrieta 949-210-015	1.68 ac 73,181 sf	RC	01/18/2007 #040791	$750,000	$10.25	Level property with freeway frontage, however, not at an off-ramp. Access and development constraints.
2	SEC Madison Avenue & Elm Street, Murrieta 910-210-029	1.05 ac 45,738 sf	MU-2	01/15/2008 #022414	$550,000	$12.03	Bought for development of an office building. Located in an area of growing business park type development.
3	Mission Trail, south of Diamond Drive, Lake Elsinore 363-172-016	1.81 ac 78,844 sf	C-1 Gen. Com.	08/03/2007 #503052	$1,100,000	$13.95	Rolling to level topography. Freeway close. In-fill property located in between existing commercial development.
4	SS Clinton Keith Road, east of Palomar Street, Wildomar 380-130-020	1.43 ac 62,291 sf	C-1/C-P CR	10/22/2009 #547270	$1,175,000	$18.86	Future car wash site. On the market for 6 months. Finished site, sold as-is. Escrow was 9 months due to approvals for building permits. Located within a newly constructed retail/office center (still under construction).
5	NEC Washington Avenue & Kalmia Street, Murrieta, 906-070-075 & 076	2.66 ac 115,870 sf	CC	12/27/2007 #765457	$2,782,000	$24.01	Planned for office/retail development.
6	SS Clinton Keith Road, east of Palomar Street, Wildomar 380-130-021	0.73 ac 31,800 sf	C-1/C-P CR	01/21/2010 #25511	$805,000	$25.31	Adjacent to Sale #4. Proposed for a 2,200 square foot KFC and Long John Silvers with a drive-thru. Located within a newly constructed retail/office center (still under construction).
7	WS Avenida Acacias, S of Los Alamos, Murrieta 948-310-034	0.75 ac 32,670 sf	CC	12/12/2008 #651960	$1,000,000	$30.61	Fast food site. Finished pad with reciprocal parking in place. Circuitous access/entrance.
8	ES Margarita Road, north of Date Street, Murrieta 913-280-055 (formerly 031 & 047)	1.46 ac 63,598 sf	NC	02/12/2007 #673357	$1,984,500	$31.20	Rough graded site within neighborhood retail center. Buyer has constructed a strip retail building.

Small Commercial Land Sales Location Map



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Portions © 1990–2006 InstallShield Software Corporation. All rights reserved. Certain mapping and direction data © 2005 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2005 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc.

FILE COPY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL "E" OF LOT LINE ADJUSTMENT NUMBER 3959, AS DESCRIBED IN GRANT DEED RECORDED AUGUST 19, 1998, AS INSTRUMENT NUMBER 347101, AND GRANT DEED RECORDED JUNE 30, 2004, AS INSTRUMENT NUMBER 0508409, BOTH RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL "E", BEING A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CLINTON KEITH ROAD (55.00 FOOT HALF-WIDTH) AS SHOWN ON AMENDED PARCEL MAP NUMBER 22776, ON FILE IN BOOK 158, PAGES 37 THROUGH 41, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAID RECORDER, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1799.84 FEET AND AN INITIAL RADIAL BEARING OF N 35°13'30" W;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE AND SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 05°52'34", AN ARC DISTANCE OF 178.94 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL "E", BEING THE POINT OF INTERSECTION OF SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF OLD OAKS DRIVE (39.00 FOOT HALF-WIDTH), AS SHOWN BY NOTICE OF LOT LINE ADJUSTMENT FOR SAID LOT LINE ADJUSTMENT NUMBER 3959, RECORDED AUGUST 12, 1998 AS INSTRUMENT NUMBER 337999, RECORDS OF SAID RECORDER;

THENCE S 74°28'32" E, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 33.84 FEET TO AN ANGLE POINT THEREIN;

THENCE S 27°15'08" E CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2.90 FEET;

THENCE N 77°24'32" W, A DISTANCE OF 33.46 FEET;

THENCE S 60°09'04" W, A DISTANCE OF 28.33 FEET;

THENCE S 56°28'04" W, A DISTANCE OF 75.41 FEET;

THENCE S 32°47'54" E, A DISTANCE OF 2.00 FEET;

THENCE S 55°10'41" W, A DISTANCE OF 44.36 FEET;

THENCE N 34°15'46" W, A DISTANCE OF 2.00 FEET;

THENCE S 55°15'22" W, A DISTANCE OF 29.17 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL "E";

THENCE N 35°13'30" W ALONG A RADIAL LINE, BEING SAID SOUTHWESTERLY LINE OF PARCEL "E", A DISTANCE OF 8.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 1,343 SQUARE FEET, OR 0.031 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCE.

FILE COPY

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000081 / 1 THROUGH RW 000081 / 8, INCLUSIVE, ON FILE AS MAP NUMBER 205/870 THROUGH 205/877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

0264-003A

SEE ATTACHED EXHIBIT "B"

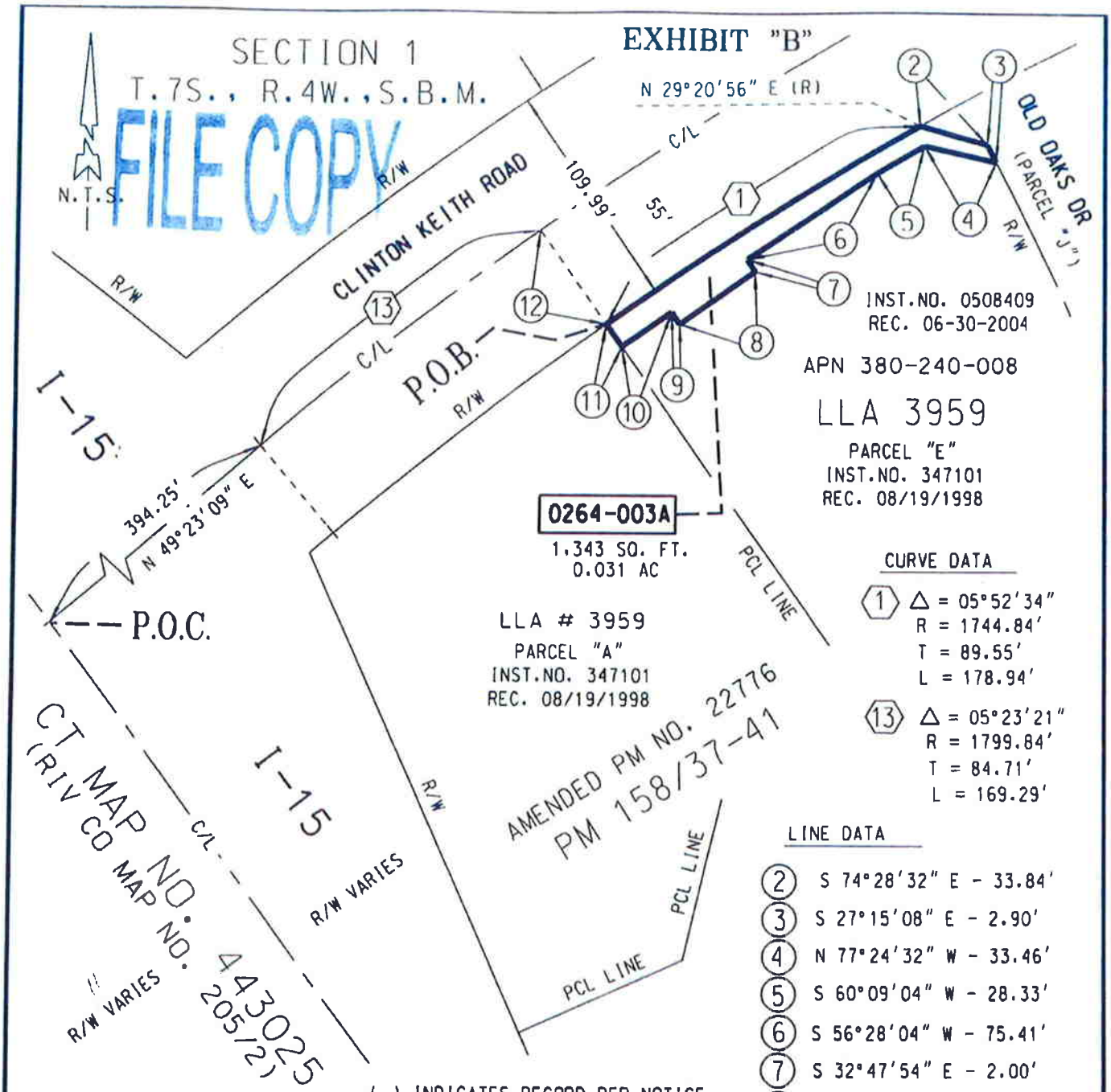
APPROVED BY: Timothy F Raybon

DATE: 12/10/09

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBORN
No. 8455
Exp. 2-31-10
STATE OF CALIFORNIA

FILE COPY

EXHIBIT "B"



( ) INDICATES RECORD PER NOTICE OF LLA 3959, REC. 8-12-1998 AS INST.NO. 337999

INDICATES RESTRICTED ACCESS

CURVE DATA

(1) Δ = 05°52'34"
R = 1744.84'
T = 89.55'
L = 178.94'

(13) Δ = 05°23'21"
R = 1799.84'
T = 84.71'
L = 169.29'

LINE DATA

(2) S 74°28'32" E - 33.84'
(3) S 27°15'08" E - 2.90'
(4) N 77°24'32" W - 33.46'
(5) S 60°09'04" W - 28.33'
(6) S 56°28'04" W - 75.41'
(7) S 32°47'54" E - 2.00'
(8) S 55°10'41" W - 44.36'
(9) N 34°15'46" W - 2.00'
(10) S 55°15'22" W - 29.17'
(11) N 35°13'30" W (R) - 8.00'
(12) N 35°13'30" W (R) - 55.00'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA
FILE COPY

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0264-003A
PROJECT: I-15 / CLINTON KEITH ROAD	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F. Rayburn DATE: 12/10/09	SHEET 1 OF 1 SHEET

Estimate

Date	Estimate #
2/22/2010	RSP2.9.10

Exterior Designs Landscaping,Inc.

PO Box 1196
Murrieta, CA 92564
(951) 677-1585

Name / Address

Robert Shea Perdue Appraisal
41919 Moreno Rd., Ste A
Temecula, Ca 92590
951.964.6904

Job Site:
McDONALD'S WILDOMAR

Qty	Description	Total
	CAP AND REMOVE 3 AUTO VALVES, 1 QUICK COUPLER, AND WIRE.	460.00
	REMOVE 1 SIGN AND 1 BOULDER.	280.00
2	REPLACE PILASTERS WITH STONE AND CONCRETE CAP TO MATCH.	1,990.00
180	FT. OF 2 RAIL PVC FENCING.	3,528.00
2	AUTO VALVES, RELOCATED WIRE, 1 QUICK COUPLER, AND RELOCATED MAINLINE.	1,115.00
	SOIL PREPARATION WITH 2 1/2" MULCH, ROTOTILL, AND ROCK REMOVAL.	780.00
93	5 GALLON SHRUBS, AND 106 1 GALLON SHRUBS PLANTED WITH MULCH AND GUARANTEED.	6,955.00
	DRIP IRRIGATION TO ALL SHRUBS WITH WYE STRAINER, AND PRESSURE REGULATOR.	1,610.00
18	CUBIC YARDS OF WOOD CHIPS.	1,350.00
	NOTES AND EXCLUSIONS:	
	THIS BID DOES NOT INCLUDE CUTTING THE DRIVE THRU CONCRETE AND MOVING THE MAINLINE AND WIRES WHICH FOLLOW THE BACKSIDE OF THE DRIVE THRU CURB.	
	THIS BID DOES NOT INCLUDE MOVING THE PARKING LOT LIGHT, NOR THE TWO ALUMINATED McDONALD'S SIGNS WHICH ARE LOCATED PARTIALLY ON THE PROPOSED NEW P.L.	
	THIS BID DOES NOT INCLUDE IMPORTING OR THE REMOVAL OF ANY EXCESS SOIL OR DEBRIS LEFT BY THE ROAD CREWS.	
	Total	$18,068.00

CITY OF WILDOMAR

SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

The City of Wildomar (City) is proposing to purchase real property or interests therein in connection with the construction of the **I-15/Clinton Keith Interchange Project** and related improvements and appurtenances.

Your property located on 23819 Clinton Keith Road Wildomar, CA, is within with the project area and identified by your County Assessor as Parcel No. 380-240-008.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines require that you, as an owner from whom a public agency proposes to purchase real property or an interest therein or as a tenant owning improvements on the property must be provided with at a minimum, a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment of the probable amount of just compensation prior to vacating the real property being acquired unless you have heretofore waived such entitlement. In the event of any voluntary purchase or sale of the property or interests, you would not be required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes allocable to any period following the passage of title or possession.

2. The City will offer to purchase any remnant(s), if any, considered by the City to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and which is/are contiguous to the land being conveyed.

3. All buildings, structures and other improvements affixed to the land described in the referenced document(s) covering this transaction, and which are owned by you as the owner or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The real property interest(s) proposed to be acquired is: Fee. The property being purchased comprises 1,343 square feet and is described in the attached deed and outlined in color on the attached map.

4. The market value of the property proposed to be acquired is based upon a market value appraisal which is included in the attached Appraisal OR summarized on the attached Valuation Summary Statement, and such amount:

   A. Represents the full amount of the appraisal of just compensation for the property proposed to be purchased;

   B. Is not less than the approved appraisal of the fair-market value of the property as improved;

   C. Disregards any decrease or increase in the fair market value of the real property proposed to be acquired prior to the date of valuation which might be caused by the Project itself or by the likelihood that the property would be acquired for or in connection with the Project, other than that due to physical deterioration within the reasonable control of the owner or occupant; and

   D. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the City.

5. Pursuant to Code of Civil Procedure Section 1263.025 should you elect to obtain an independent appraisal, the City will pay for the actual reasonable costs up to Five Thousand ($5,000) Dollars subject to the following conditions:

   A. You, not the City, must order the appraisal. Should you enter into a contract with the selected appraiser, the City will not be a party to the contract;

   B. The selected appraiser is licensed with the Office of Real Estate Appraisers (OREA);

   C. Appraisal cost reimbursement must be made in writing, and submitted to the City at 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595; Attn: Real Property Acquisition, within ninety (90) days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and the invoice for the completed

work by the appraiser must be provided to the City concurrent with the submission of the written request. The costs must be reasonable and justifiable.

6. If you are the owner of a business conducted on a property proposed to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, you may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the owner and/or lessee's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.

7. If you ultimately elect to reject the City's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.

8. You are entitled to receive all benefits that are available through donation to the City of all or part of your interest in the real property sought to be acquired by the City as set out in Streets and Highways Code Sections 104.2 and 104.12.

NO FEE DOCUMENT
Government Code §6103 & §27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
CITY OF WILDOMAR
23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595

The Above Space For Recorder's Use Only

OK to Accept: _____

Date: _____

Project Name: I-15 Clinton Keith Interchange

Address: 23819 Clinton Keith Road
APN: 380-240-008
Project No.: 0264-003
Title Order No. 11653960
Escrow No. 11653960-10

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT DEED
(FOR RIGHT OF WAY PURPOSES)

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, **Archland Property II, L.P., a Delaware Limited Partnership** ("GRANTOR"), hereby grants to the **CITY OF WILDOMAR**, a municipal corporation, all that real property situated in the City of Wildomar, County of Riverside, State of California, described as follows:

> See Exhibit A, legal description, and Exhibit B, plat to accompany legal description, attached hereto and made a part hereof.

Executed this _____ day of _____, 20_____

Archland Property II, L.P.

a Delaware Limited Partnership

By: _____
[Name of Signatory]

Printed: _____

Title: _____

By: _____
[Name of Signatory]

Printed: _____

Title: _____

Mail Tax Statements To:
Finance Department
City of Wildomar
23873 Clinton Keith Rd
Ste 201
Wildomar, CA 92595

EXHIBIT "A"
LEGAL DESCRIPTION

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BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL "E", BEING A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CLINTON KEITH ROAD (55.00 FOOT HALF-WIDTH) AS SHOWN ON AMENDED PARCEL MAP NUMBER 22776, ON FILE IN BOOK 158, PAGES 37 THROUGH 41, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAID RECORDER, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1799.84 FEET AND AN INITIAL RADIAL BEARING OF N 35°13'30" W;

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THENCE S 60°09'04" W, A DISTANCE OF 28.33 FEET;

THENCE S 56°28'04" W, A DISTANCE OF 75.41 FEET;

THENCE S 32°47'54" E, A DISTANCE OF 2.00 FEET;

THENCE S 55°10'41" W, A DISTANCE OF 44.36 FEET;

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CONTAINING: 1,343 SQUARE FEET, OR 0.031 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCE.

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000081 / 1 THROUGH RW 000081 / 8, INCLUSIVE, ON FILE AS MAP NUMBER 205/870 THROUGH 205/877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

0264-003A

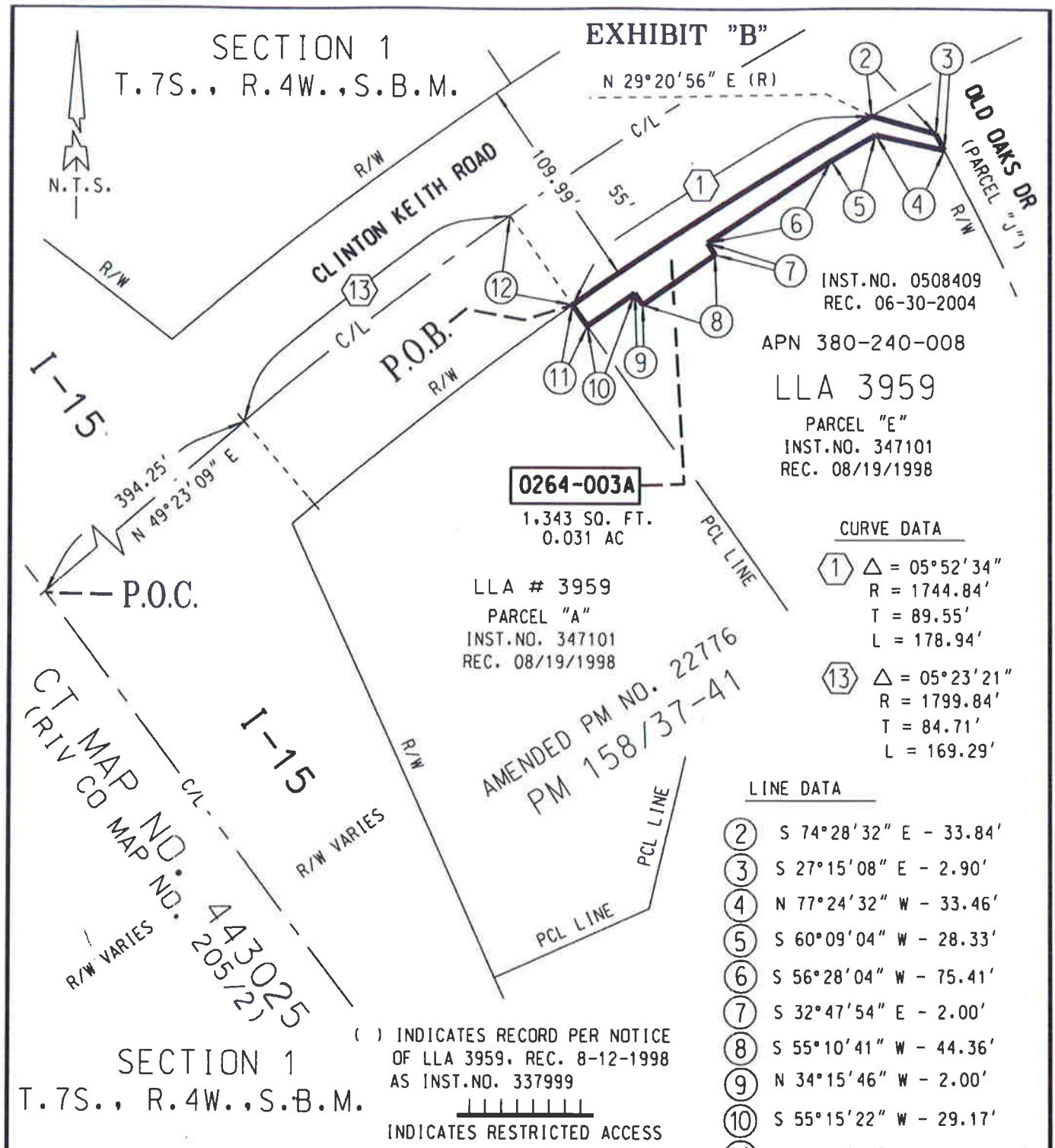
SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 12/10/09

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

EXHIBIT "B"



( ) INDICATES RECORD PER NOTICE OF LLA 3959, REC. 8-12-1998 AS INST.NO. 337999

INDICATES RESTRICTED ACCESS

CURVE DATA

(1) Δ = 05°52'34"
R = 1744.84'
T = 89.55'
L = 178.94'

(13) Δ = 05°23'21"
R = 1799.84'
T = 84.71'
L = 169.29'

LINE DATA

(2) S 74°28'32" E - 33.84'
(3) S 27°15'08" E - 2.90'
(4) N 77°24'32" W - 33.46'
(5) S 60°09'04" W - 28.33'
(6) S 56°28'04" W - 75.41'
(7) S 32°47'54" E - 2.00'
(8) S 55°10'41" W - 44.36'
(9) N 34°15'46" W - 2.00'
(10) S 55°15'22" W - 29.17'
(11) N 35°13'30" W (R) - 8.00'
(12) N 35°13'30" W (R) - 55.00'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0264-003A
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F Rayburn DATE: 12/10/09	SHEET 1 OF 1 SHEET

ACKNOWLEDGMENT

State of California)
) ss
County of Riverside)

On _____, 200__ before me, _____,
(Name of Notary)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signature(s) on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
(Notary Signature)

Mail Tax Statements To:
Finance Department
City of Wildomar
23873 Clinton Keith Rd
Ste 201
Wildomar, CA 92595

Lawyers Title
4100 Newport Place Drive
Suite 120
Newport Beach, CA 92660
Phone: (949) 724-3170

County of Riverside RE Div.
3133 Mission Inn Ave

Riverside, CA 92507

Attn: **Sue Anna Schatz**

Our File No: 11653960 - 10
Title Officer: Chris Maziar
e-mail: cmaziar@ltic.com
Phone: (949) 724-3153
Fax: (949) 258-5740

Your Reference No: 380-240-008

Property Address: 23819 Clinton Keith, Wildomar Area, California

PRELIMINARY REPORT (V2)

Dated as of March 24, 2010 at 7:30 a.m.

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

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

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

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

SCHEDULE A

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

ALTA Owners 2006 Policy (6-17-06)

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

A FEE

Title to said estate or interest at the date hereof is vested in:

Archland Property II, L.P., a Delaware Limited Partnership

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

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

EXHIBIT "A"

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCELS 18 AND 19 AND LOTS "D", "E", "0" AND "P" OF "AMENDED" PARCEL MAP 22776 AS SHOWN IN BOOK 158, PAGE(S) 37 THROUGH 41, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF PARCEL 6 OF SAID "AMENDED" PARCEL MAP 22776, SAID CORNER ALSO BEING A POINT ON THE SOUTHEASTERLY LINE OF CLINTON KEITH ROAD;

THE FOLLOWING TWO (2) COURSES RE ALONG SAID SOUTHEASTERLY LINE OF CLINTON KEITH ROAD;

1. NORTH 47° 19′ 53″ EAST, A DISTANCE OF 14.83 FEET TO A POINT OF CURVATURE.

2. NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1,745.00 FEET THROUGH A CENTRAL ANGLE OF 05° 23′ 21″ AN ARC LENGTH OF 164.13 FEET TO THE TRUE POINT OF BEGINNING. (THE RADIAL LINE OUT OF SAID CURVE BEARS NORTH 37° 16′ 46″ WEST);

THENCE SOUTH 76° 31′ 48" EAST, A DISTANCE OF 33.84 FEET;

THENCE SOUTH 29° 18′ 24″ EAST, A DISTANCE OF 51.94 FEET TO A POINT OF CURVATURE;

THENCE SOUTH ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1018.23 FEET THROUGH A CENTRAL ANGLE OF 02° 48′ 35″ AN ARC LENGTH OF 49.94 FEET (THE RADIAL LINE OUT OF SAID CURVE BEARS NORTH 63° 30′ 11″ EAST);

THENCE SOUTH 37° 09′ 33″ WEST, A DISTANCE OF 132.28 FEET;

THENCE SOUTH 35° 08′ 44″ EAST, A DISTANCE OF 52.68 FEET;

THENCE SOUTH 54° 51′ 16″ WEST, A DISTANCE OF 55.36 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF OLD OAKS ROAD (LOT "0");

THENCE NORTH 37° 16′ 46″ WEST, A DISTANCE OF 222.15 FEET TO THE TRUE POINT OF BEGINNING;

ALSO SHOWN AS PARCEL "E" OF LOT LINE ADJUSTMENT NO. 3959 AND RECORDED AUGUST 12, 1998 AS INSTRUMENT NO. 337999 OF OFFICIAL RECORDS.

Assessor's Parcel Number: **380-240-008-7**

SCHEDULE B – Section A

The following exceptions will appear in policies when providing standard coverage as outlined below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

SCHEDULE B – Section B

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

A. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2010 – 2011 which are a lien not yet payable.

B. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year 2009 - 2010.

1st Installment:	$9,373.77 Paid
2nd Installment:	$9,373.77 This amount is valid until April 10, after which penalties apply
Penalty (including cost):	$965.37 Due with installment amount if paid after April 10
Land Value	$562,118.00
Improvement Value:	$1,009,809.00
Exemption:	$none
Code Area:	025-007
Assessment No.:	380-240-008-7

C. The lien of any special assessment or tax resulting from the inclusion of the property in a special assessment district or Mello-Roos Community Facilities District, which may exist by virtue of assessment maps or notices filed and/or recorded by any such district. Assessments, if any, arising from such assessment districts may be collected with the regular real property taxes.

D. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.

1. Water rights, claims or title to water, whether or not shown by the public records.

2. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	Southern California Edison Company, a Corporation
Purpose:	either or both pole lines and conduits
Recorded:	December 13, 1978 as Instrument No. 261602, of Official Records
Affects:	said land more particularly described therein.

3. The matters contained in a document entitled "Traffic Signalization Mitigation Agreement" by and between The County of Riverside and Rancon Development Fund VI recorded June 16, 1989 as Instrument No. 199278 of Official Records.

4. A declaration of covenants, conditions and restrictions which, among other things, may contain or provide for easements; assessments, liens and the subordination thereof; said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.
   Recorded: July 14, 1989 as Instrument No. 235583, of Official Records

   NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that the covenant, condition or restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607 or (c) relates to a handicap but does not discriminate against handicapped people.

5. The effect of a recital on said Map stating that this property is located in the Murrieta Creek/Murrieta Valley Area Drainage Plan and that said property is subject to fees for said drainage area.

6. Matters contained in the dedication statement or elsewhere on the tract or parcel map shown below, which among the things provide:
   Tract/Parcel Map: Parcel Map No. 22776
   Provisions: The dedication of abutters rights of access along Clinton Keith Road to the public. The owners of Parcels 6, 18, 19 and 20 abutting this road and during such time will have no rights of access whatever, as such, except the general easement of travel.

7. An easement for the purpose shown below and rights incidental thereto as set forth in a document
   Granted to: The County of Riverside
   Purpose: road, drainage and public utilities
   Recorded: August 17, 1998 as Instrument No. 342961, of Official Records
   Affects: Lots D and P

8. An easement recorded August 16, 2001 as Instrument No. 392010 of Official Records.

   Said matter affects Lots D and F

9. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein.

   Lessor: System Capital Real Property Corporation, a Delaware Corporation
   Lessee: McDonald's Corporation, a Delaware Corporation
   Disclosed by: Memorandum of Lease
   Recorded: November 14, 2001 as Instrument No. 2001-563816, of Official Records

   The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

   A Memorandum of Amended and Restated and Lease was recorded June 30, 2004 as Instrument No. 2004-0508408, of Official Records.

10. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	Southern California Edison Company, a Corporation
Purpose:	public utilities
Recorded:	May 8, 2002 as Instrument No. 2002-241704, of Official Records
Affects:	said land more particularly described therein.

11. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein.

Lessor:	System Capital Real Property Corporation
Lessee:	Golden Funding Corporation
Disclosed by:	Assignment of Master Lease and Rents
Recorded:	July 25, 2003 as Instrument No. 2003-560920, of Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

12. Matters which may be disclosed by an inspection or by a survey of said land that is satisfactory to this Company, or by inquiry of the parties in possession thereof.

13. Any rights, interests or claims of the parties in possession of said land, including but not limited to those based on an unrecorded agreement, contract or lease.

    This Company will require that a full copy of any unrecorded agreement, contract or lease be submitted to us, together with all supplements, assignments and amendments, before any policy of title insurance will be issued.

14. Any easements not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.

15. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.

END OF SCHEDULE B EXCEPTIONS

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

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

April 29, 2010

Steve Kwak
18975 Pelham Way
Yorba Linda, CA 92886

VIA CERTIFIED U.S. MAIL
Receipt # 7008 3230 0000 8948 6697

RE: Revised Offer to Acquire Abutter's and Access Rights
I-15 Clinton Keith Interchange Project – ACQ File: 09-04-09 Wildomar, California
Riverside County Assessor's Parcel Number(s): 380-240-001

Dear Property Owner:

As you are aware, the County of Riverside, in cooperation with the City of Wildomar (City) is proposing to reconstruct the current two-lane I-15/Clinton Keith Road with a six-lane facility and adding limited length auxiliary lanes on I-15 prior to and after the exit and entrance ramps. The reconstruction of the interchange will utilize the existing diamond interchange configuration. The proposed road project will affect your property identified as Riverside County Assessor Parcel Number 380-240-001 and is scheduled to commence within two years after the acquisition of your property.

It is the desire of the City to acquire private property through voluntary purchase if possible. While the City has the power of eminent domain, condemnation has not been authorized with respect to the subject property as of this date.

A review of public records indicates you are the owner of record of the property the City is considering acquiring for this project. Specifically, abutter's and access rights are needed to construct the road improvements along Clinton Keith Road. The Real Property Interests needed for the Project are more particularly described in Exhibits C and depicted in Exhibit D referenced in the attached Agreement for Acquisition of Abutter's and Access Rights in Real Property.

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

Robert Shea Perdue, real estate appraiser with Robert Shea Perdue Real Estate Appraisal, has inspected and appraised the Property for the purpose of determining its fair market value. The appraiser has determined the fair market value of the real property interests to be acquired at $2,500.00 (Two Thousand Five Hundred Dollars). Accompanying this letter is a summary of the appraisal report, which is the basis for establishing the fair market value of the property.

Based upon the fair market value, the City is hereby offering to purchase the Real Property Interests for $2,500.00. The amount offered by the City is contingent upon acceptance by the various interest holders, if any, and would be allocated amongst those parties claiming a valid interest in the Property.

While staff proposes to recommend the acquisition of the Real Property Interests, no decision to acquire can be made until the City Council for the City formally acts to approve this acquisition. Nothing in this letter is meant to pre-commit the City Council or otherwise limit the options available to it. Consequently this offer, if accepted and the acquisition of the Real Property Interests require the City Council to ratify this offer by authorizing the City Manager to execute the Purchase Contract.

Please be advised that this letter, the offer and all other matters stated herein are made under the provisions of California Evidence Code Section 1152 and 1154, Section 1255.060 of the Code of Civil Procedure, and Sections 7267.1 and 7267.2 of the Government Code, and shall not be admissible in evidence in any eminent domain proceeding which may subsequently be instituted for acquisition of the subject property, or in any other action.

The City has retained Interwest Consulting Group to assist in the acquisition of the Property. Please contact John F. Almazán at (916) 214-5742 to further discuss this offer. We look forward to working with you cooperatively on this transaction.

Sincerely,

John F. Almazán
Sr. Real Estate Agent
City of Wildomar

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

Attachments:
-Agreement for Acquisition of Abutter's and Access Rights in Real Property
-Appraisal Summary Statement
-Summary Statement Relating to the Purchase of Real Property or an Interest Therein
-Conveyance Deed

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

File No.: ACQ 09-04-09
Project: I-15/Clinton Keith Interchange Project
Parcel No: 21666-2
Escrow #: 11670395
Title Company: Lawyers Title
Date of Preliminary Title Report: March 10, 2010

Grantor: **CHOA Murrieta, LLC, a California Limited Liability Company**

Grantee: **CITY OF WILDOMAR, a Municipal Corporation**

AGREEMENT FOR ACQUISITION
OF ABUTTER'S AND ACCESS RIGHTS IN REAL PROPERTY
("Agreement")

WHEREAS, the above-named Grantor(s) ("Grantor") owns that certain real property located in the City of Wildomar, County of Riverside, State of California legally described in the Legal Description identified as Exhibit "A" and depicted on the Plat Map identified as Exhibit "B", attached hereto and made a part hereof ("Property"); and

WHEREAS, Grantor intends to convey to the City of Wildomar ("City") and the City intends to acquire from Grantor those easement interests identified in Exhibit "C" and depicted on the Plat Map Identified as Exhibit "D", attached hereto and made a part hereof ("Interests") for the purpose of constructing the I-15/ Clinton Keith Interchange Project, pursuant to the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the payment and other obligations set forth below, Grantor and City mutually agree as follows:

1. Execution and Delivery to Escrow

City shall open an escrow with the title company identified above ("Escrow Holder") by delivery of a fully executed copy of this Agreement. Upon full execution of this Agreement by the parties ("Effective Date"), Grantor shall execute and notarize the Grant of Abutter's and Access Rights, in the form of Exhibit "E" respectively, attached hereto and made a part hereof.

2. Payment; No Encumbrances; Taxes; Title and Condition Of Property

A. Purchase Price.

City shall tender payment to the Escrow Holder in the amount of Two Thousand Five Hundred ($2,500.00) Dollars ("Purchase Price"), which is specifically agreed by the parties to be the full amount of compensation due and owing to Grantor for conveyance of the Interests to the City.

B. Subordination of Liens and Encumbrances.

Any liens, encumbrances, deeds of trust, easements, restrictions, conditions, covenants, rights, rights-of-way, or other matters which may appear of record or be revealed to or identified by City shall be subject to City's approval and must be eliminated, subordinated or ameliorated to City's satisfaction by Grantor prior to the Close of Escrow.

C. Taxes

Taxes for the fiscal year in which the escrow closes shall be cleared and paid for in the manner required by Section 5086 of the Revenue and Taxation Code. As a deduction from the amount shown in Section 2A, above, the City shall be authorized to pay any delinquent taxes due in any fiscal year, except the fiscal year in which this escrow closes, together with penalties and interest thereon.

D. No Changes

Grantor warrants and covenants that, at the Close of Escrow, there shall have been no material adverse changes in the physical or financial condition of the Property and there shall have been no material adverse change in the financial condition of Grantor or any general partners of Grantor. Grantor further covenants and agrees that, following execution of this Agreement and during the term of this Escrow, Grantor will not cause or permit any liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way, or other matters affecting title on the Interests to appear of record or be revealed other than those identified on "Title Exceptions" identified as Exhibit "F", attached hereto, if any, and any such liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way, or other matters affecting title on the Interests must be eliminated, subordinated or ameliorated to City's satisfaction by Grantor prior to the Close of Escrow as a condition to the Close of Escrow for City's benefit.

3. Just Compensation; Waiver and Release

A. Grantor agrees that performance of this Agreement by City, including the payment recited in Section 2A, above, shall constitute full and fair compensation and consideration for any and all claims that Grantor, and its successors and assigns, may have against City by reason of the acquisition, improvement, possession, use and/or occupancy of the Interests, and Grantor, on behalf of itself and its successors and assigns, hereby knowingly and voluntarily waives, and expressly releases and discharges City, and any and all of City's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from liability in regard to, any and all such claims, including claims for severance or taking compensation or damages to the remainder not taken on account of the acquisition of the Interests or the location, establishment, construction and/or operation of the above-named Project. This waiver and release shall survive the Close of Escrow.

B. The foregoing waiver and release shall include the waiver and release of any and all rights or claims that Grantor has, may have or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation; except as provided herein. Grantor, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges City, and any and all of City's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from liability in regard to any claims for the following: relocation assistance or benefits, if any, to which Grantor may be entitled pursuant to applicable State, Federal or local laws or regulations , precondemnation damages, lost business goodwill, lost profits, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback from City, or receive any financial gain from, the City's sale of any portion of the Interests, any right to challenge City's adoption of a resolution of necessity, any right to receive any notices required for a new or reauthorization resolution or for a right of first refusal , and

litigation expenses, attorney's fees and/or costs. This waiver and release shall survive the Close of Escrow. Grantor is aware of and understands all potential benefits to which he/she/it is otherwise entitled and has had the opportunity to discuss potential benefits with representatives of the City and with legal counsel of his/her/its choice.

4. Waiver under Section 1542

The parties intend that this Agreement will result in a full, complete, and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Interests by the City, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which a party is, or may be, entitled is intended to be full and complete. Accordingly,

A. Grantor hereby waives any and all rights or benefits arising from and/or related to the City's acquisition, possession and/or use of the Interests that it may have under section 1542 of the Civil Code of the State of California which provides:

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

B. The Grantor represents and warrants that he/she/it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of their choice.

5. Title Insurance

City may obtain a CLTA extended coverage Grantor's policy of title insurance in the amount of the Purchase Price insuring that title to the Interests is vested in City upon recording of the Grant of Abutter's and Access Rights subject only to those items specifically identified on "Title Exceptions" identified as Exhibit "F", attached hereto, if any.

6. Escrow

Unless extended by the mutual agreement of the parties, the escrow shall close within ninety (90) days after the Effective Date of this Agreement and shall be the date the Grant of Abutter's and Access Rights is recorded in the Recorder's Office for Riverside County ("Close of Escrow"); provided that if a Resolution or Resolutions of Necessity are required in order to condemn any property required for the above-named Project, the escrow shall not close prior to the adoption of the Resolution(s) of Necessity by the City Council. Nothing stated in this Agreement is intended to dictate, preclude, or limit, in any way, the City's exercise of its discretion in determining whether or not to adopt a Resolution of Necessity. If a Resolution or Resolutions of Necessity are required and the City Council does not adopt the Resolution(s), this Agreement may, at City's election, be deemed cancelled and of no force and effect, in which event both parties shall be released from any and all liability to each other of any sort or nature relating to this acquisition or the Project, and all amounts deposited in escrow by City shall be returned forthwith to City by the Escrow Holder.

A. The Escrow Holder may expend any or all monies payable under this Agreement and deposited into escrow to discharge any obligations which are liens upon the Property,

including, but not limited to, those arising from judgments, assessments, delinquent taxes for other than the fiscal year in which the escrow closes, or debts secured by deeds of trust or mortgages, and/or to defray any other incidental costs other than those specified in Section 2D hereof to be borne by the City. The Escrow Holder shall release payment to Grantor, return any credited amounts to City, and record the Grant of Abutter's and Access Rights in the Recorder's Office for Riverside County upon the Close of Escrow. Title to the Interests shall pass to City immediately upon Close of Escrow.

B. This Agreement may serve in whole or in part as escrow instructions. The issuance of any further escrow instructions shall be the sole responsibility of City. The Grantor agrees to execute such additional documents as may be reasonably necessary to consummate the purchase and sale herein contemplated.

7. Fees

The City shall pay all escrow, recording, and title insurance fees incurred in this transaction.

8. Possession and Use of the Interests Pending Close of Escrow

Upon execution of this Agreement, the City shall have the immediate right of possession and use of the Interests including the right to construct the above-named Project commencing on the Effective Date; provided that City makes no representation that the Project shall be constructed, and no liability or obligation whatsoever shall be incurred by City by reason of any failure to construct the Project for any reason.

9. Eminent Domain

A. It is mutually understood that the acquisition of the Interests by City is for a public purpose, and therefore, the Interests are otherwise subject to taking by the power of eminent domain. The acquisition by and through this Agreement is in lieu of City's exercise of the power of eminent domain.

B. If any eminent domain action that includes the Interests, or any portion thereof, has been filed by the City and after said filing the Grantor subsequently agrees and consents to the dismissal of said action, then the Grantor hereby waives any and all claims to any money that may have been deposited in any Court or with the State Treasurer in any such action and waives any and all claims for damages, costs, or litigation expenses, including attorney's fees, arising by virtue of the abandonment of the action pursuant to Section 1268.510 of the California Code of Civil Procedure.

10. Amendment

This Agreement may be modified, changed, or rescinded only by an instrument in writing executed by the parties hereto.

11. No Leases

Grantor warrants that there are no leases, tenants or occupants on all or any portion of the Property, and the Grantor further agrees to indemnify and hold the City harmless and reimburse the City for any and all of its losses and expenses, including the payment of relocation expenses, occasioned by reason of any tenant, lease or occupant of all or a portion of the Property.

12. Grantor's Representations

A. Grantor makes the following representations and warranties:

i. Grantor certifies that it owns full legal title to the Interests, and has full power and authority to convey all property rights described herein to City.

ii. This Agreement constitutes a legal, valid, and binding obligation of Grantor enforceable in accordance with its terms.

iii. To the best of Grantor's knowledge there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, or any portion thereof, or pending or threatened against Grantor which could (i.) affect Grantor's title to the Interests, or any portion thereof, (ii.) affect the value of the Interests, or any portion thereof, or (iii.) subject any Grantor of the Interests, or any portion thereof, to liability.

iv. To the best of Grantor's knowledge, there are no uncured notices, which have been served upon Grantor from any governmental agency notifying Grantor of any violations of law, ordinance, rule, or regulation, which would affect the Interests, or any portion thereof.

v. To the best of Grantor's knowledge, there is no license, permit, option, right of first refusal, or other agreement, written or oral, which affects the Interests or any portion thereof.

vi. To the best of Grantor's knowledge conveyance of the property rights described herein will not constitute a breach or default under any agreement to which Grantor is bound and/or to which the Interests are subject.

B. Each of the above warranties and representations is material and is relied upon by City separately and collectively. Each of the above representations shall be deemed to have been made as of the date that the Grant of Abutter's and Access Rights is recorded, and shall survive the recording of the Grant of Abutter's and Access Rights by a period of two years following the date that the Grant of Abutter's and Access Rights is recorded. If, before the recording of the Grant of Abutter's and Access Rights Grantor discovers any information or facts that would materially change any of these warranties and representations, Grantor shall immediately give notice in writing to City of such facts and information. If any of the foregoing warranties and representations cease to be true before the recording of the Grant of Abutter's and Access Rights, the City may, at its unfettered discretion, either cancel and terminate this Agreement or give the Grantor the option to remedy the problem before the recording of the Grant of Abutter's and Access Rights or deduct from the payments required by Section 2B, above, as a credit to City, in an amount as determined by the City reasonably required to remedy the problem.

13. Indemnification

A. Each party (hereafter the "Indemnifying Party") agrees and covenants to indemnify, defend (with counsel acceptable to the other party) each other party (hereinafter "Indemnified Party'), which consent shall not be unreasonably withheld), and hold the Indemnified Party, and its officers, employees and agents, harmless from and against any

and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside counsel or the City Attorney), causes of action, claims, or judgments that arise by reason of any death, bodily injury, personal injury, property or economic damage, or violation of any law or regulation, and resulting from or in any way connected with any acts or omissions related to the performance of this Agreement or any breach of this Agreement.

B. The parties further agree and understand as follows: a party does not, and shall not be deemed to, waive any rights against the other party which it may have by reason of the aforesaid indemnity and hold harmless agreement because of any insurance coverage available; the scope of the aforesaid indemnity and hold harmless agreements are to be construed broadly and liberally to provide the maximum coverage in accordance with their terms; no specific term or word contained in this Section shall be construed as a limitation on the scope of the indemnification and defense rights and obligations of the parties unless specifically so provided. The provisions of this Section shall survive the recording of any deeds hereunder.

14. Attorney Fees

Either party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and the prevailing party in such suit or proceeding shall be entitled to recover from the other party reasonable costs and expenses, including attorney's fees.

15. Notices

Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to the following address:

To City:
City of Wildomar
Public Works Department
Development Services
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Attention: Real Property Acquisition

To Grantor:
Steve Kwak
18975 Pelham Way
Yorba Linda, CA 92886

16. Recording

Either party may record this Agreement in the Recorder's Office for Riverside County.

17. Binding on Successors

This Agreement shall be binding on and shall inure to the benefit of the City and Grantor, and their respective successors, assigns, and transferees, and their past, present and future officers, employees and agents; provided that this Agreement may only be assigned with the written consent of both parties, and any attempt to assign this Agreement without such consent shall be void.

18. Brokers

Grantor and City each warrant to the other that no person or entity can properly claim a right to a commission, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. If any broker or finder makes any claim for a commission or finder's fee, the party through which the broker or finder makes such claim shall indemnify, defend and hold the other party harmless from all liabilities, expenses, losses, damages or claims (including the indemnified party's reasonable attorneys' fees) arising out of such broker's or finder's claims.

19. Time of Essence

Time is of the essence for each condition, term, and provision in this Agreement.

21. Waivers

No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving party.

22. Severability

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

23. Construction

Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement.

24. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action arising under or related to this Agreement shall be brought and prosecuted in the Riverside County Superior Court.

25. Special Provisions

The Special Provisions attached hereto as Exhibit "H," if any, are hereby incorporated, and made a part of this Agreement by this reference. In the event of any conflict or inconsistency between this Agreement and the Special Provisions, the terms of the Special Provisions shall prevail.

26. Entire Agreement

The parties have herein set forth the whole of their Agreement. All prior oral discussions, representations, and/or agreements, if any, are specifically superseded by this Agreement, which

is intended by the parties to contain all of the terms and conditions agreed to by them with regard to acquisition of the Interests by City.

27. Authority

Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

GRANTOR(S):

CHOA Murrieta, LLC, a California Limited Liability Company

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

By: _____

Print: _____

Title: _____

GRANTEE:

CITY OF WILDOMAR
a Municipal Corporation

Date: _____

By: _____
Frank Oviedo, City Manager

RECOMMENDED FOR APPROVAL:

Date: _____

By: _____
John F. Almazán

APPROVED AS TO FORM:

Date: _____

By: _____
Julie Biggs, City Attorney

ATTEST:

Date: _____

By: _____
Debbie Lee, City Clerk

***Note:** *If Grantor is a corporation, the following two signatures are required: (1) the first signature by either the Chairman of the Board, the President, or any Vice President of the corporation; and (2) the second signature by either the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of the corporation.*

EXHIBIT "A"

Legal description of larger parcel owned by Grantor

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 3 of Parcel Map No. 22776, in the County of Riverside, State of California, as shown on the Amended Map thereof recorded in Book 158, Pages 37 through 41 inclusive of Parcel Maps, records of Riverside County, California.

Assessor's Parcel Number: **380-240-001-0**

EXHIBIT "B"

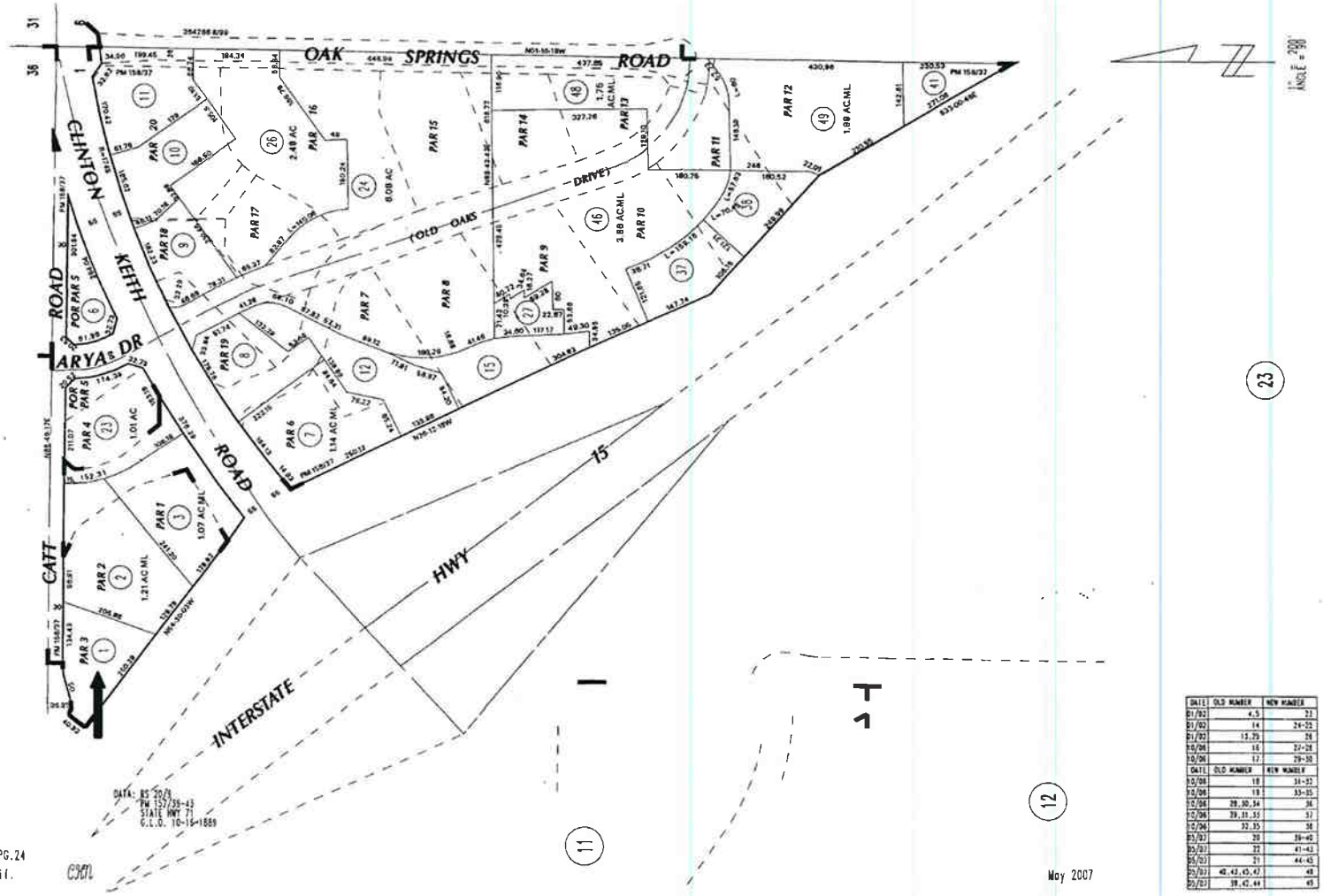
Depiction of larger parcel owned by Grantor

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

POR.PSEC 1 T.7S.,R.4W (25)

T.R.A. 065-012

380-24
369-77



DATE	OLD NUMBER	NEW NUMBER
01/02	4,5	22
01/02	14	24-25
01/02	13,25	26
10/06	16	27-28
10/06	17	29-30
DATE	OLD NUMBER	NEW NUMBER
10/06	18	31-32
10/06	19	33-35
10/06	28,30,34	36
10/06	29,31,33	37
10/06	32,35	38
05/07	20	39-40
05/07	22	41-43
05/07	21	44-45
05/07	40,42,43,47	48
05/07	39,42,44	49

ASSESSOR'S MAP BK380 PG.24
Riverside County, Calif.

May 2007

EXHIBIT "B"

EXHIBIT "C"

Legal description of abutter's easement to be acquired

EXHIBIT "C"

LEGAL DESCRIPTION

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A FREEWAY AND THE GRANTOR HEREBY RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTANENT TO THE GRANTOR'S REMAINING PROPERTY, IN AND TO SAID FREEWAY OVER AND ACROSS THE FOLLOWING DESCRIBED LINE:

ACCESS RESTRICTION ALONG A PORTION OF THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED JANUARY 18, 2008 AS INSTRUMENT NUMBER 029678, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING THE SOUTHEASTERLY LINE OF THE CERTAIN PARCEL OF LAND AS DESCRIBED BY QUITCLAIM DEED RECORDED _____ ____, 2010 AS INSTRUMENT NUMBER _____, OF SAID OFFICIAL RECORDS, DESCRIBED AS FOLLOWS;

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID SECTION 1, ALSO BEING THE CENTERLINE OF CATT ROAD (60.00 FEET WIDE), AS ADOPTED MARCH 4, 1903 PURSUANT TO ROAD RECORD 1-217 ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, CALIFORNIA, AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15, AS SHOWN ON CALTRANS MAP NUMBER 443025, ALSO SHOWN ON RIVERSIDE COUNTY MAP NUMBER 205, PAGE 002, ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR;

THENCE S 36°52'10" E ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 37.94 FEET TO AN ANGLE POINT THEREIN;

THENCE S 52°26'56" E, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 74.97 FEET TO THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY SAID GRANT DEED, BEING THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY SAID QUITCLAIM DEED, ALSO BEING THE **TRUE POINT OF BEGINNING** OF SAID ACCESS RESTRICTION;

THENCE N 37°26'17" E ALONG THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SAID GRANT DEED, BEING THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SAID QUITCLAIM DEED, A DISTANCE OF 29.26 FEET TO THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SAID QUITCLAIM DEED, BEING THE **POINT OF TERMINATION** OF THE ACCESS RESTRICTION.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000081 / 1 THROUGH 8, INCLUSIVE, ON FILE AS MAP NUMBER 205/870 THROUGH 877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

08-RIV-15-MP 13.9-21666 (21666-2)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

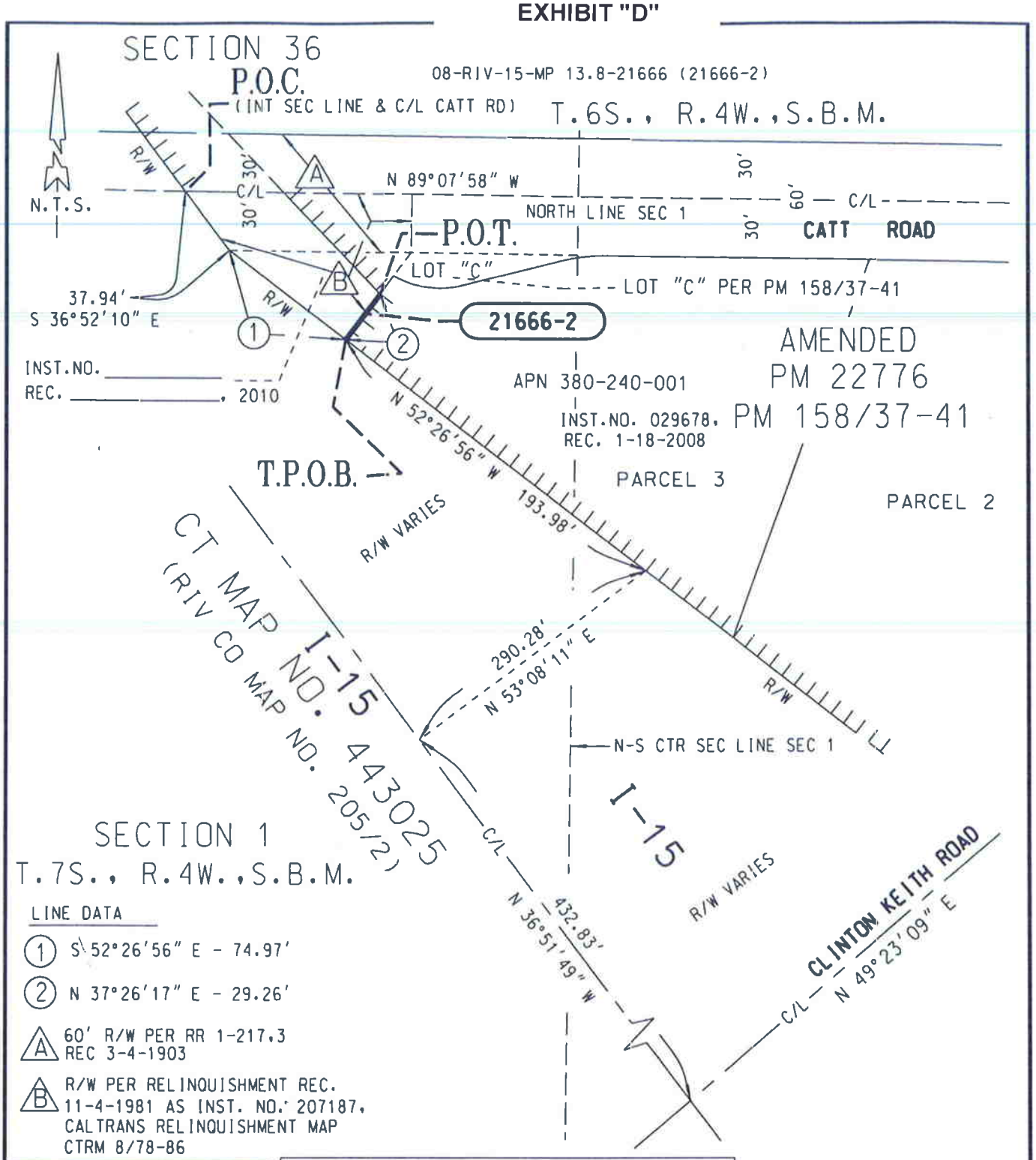
DATE: 12/10/09

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

EXHIBIT "D"

Depiction of abutter's easement to be acquired

EXHIBIT "D"



LINE DATA

(1) S 52°26'56" E - 74.97'

(2) N 37°26'17" E - 29.26'

(A) 60' R/W PER RR 1-217.3 REC 3-4-1903

(B) R/W PER RELINQUISHMENT REC. 11-4-1981 AS INST. NO. 207187, CALTRANS RELINQUISHMENT MAP CTRM 8/78-86

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 21666-2
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: DDD
	SCALE: N.T.S.
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F. Rayburn DATE: 12/10/09	SHEET 1 OF 1 SHEET

EXHIBIT "E"

Grant of Abutter's and Access Rights

EXHIBIT "E"

NO FEE DOCUMENT
Government Code §6103 & §27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
CITY OF WILDOMAR
23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595

The Above Space For Recorder's Use Only

OK to Accept: _____

Date: _____

Project Name: I-15 Clinton Keith Interchange

Address: North side of Clinton Keith Road, east of I-15
APN: 380-240-001
Project No.: 21666-2
Title Order No. 11670395
Escrow No. 11670395

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT OF ABUTTER'S AND ACCESS RIGHTS

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, **Choa Murrieta, LLC a California Limited Liability Company** ("GRANTOR"), hereby releases and relinquishes to the **CITY OF WILDOMAR**, a municipal corporation ("GRANTEE"), all that real property situated in the City of Wildomar, County of Riverside, State of California, described as follows:

> See Exhibit A, legal description, and Exhibit B, plat to accompany legal description, attached hereto and made a part hereof.

Executed this _____ day of _____, 20_____

Choa Murrieta, LLC a California Limited Liability Company
By: _____
[Name of Signatory]

Printed: _____

Title: _____

By: _____
[Name of Signatory]

Printed: _____

Title: _____

Mail Tax Statements To:
Finance Department
City of Wildomar
23873 Clinton Keith Rd
Ste 201
Wildomar, CA 92595

EXHIBIT "F"

Title exceptions that will not be removed, if any, as noted in preliminary title report dated March 10, 2010: # 1

NO ADDITIONAL ITEMS TO BE IDENTIFIED

EXHIBIT "G"

Leases

NONE

EXHIBIT "H"
Special Provisions

Reconstruction of Grantor's Remainder Property

City and its authorized agents and contractor are hereby granted permission to enter onto Grantor's remainder property to reconstruct Grantor's driveways, walkways, lawn and landscaped areas, (hereinafter referred to as "Remainder"), as necessary to conform same to the street frontage improvements, including re-grading and replanting any affected lawn and landscaped areas. The cost of such reconstruction of the Remainder property shall be borne by City, at no expense to Grantor. Such reconstruction shall be done at a time and in a manner, which the City, in its sole discretion, deems most appropriate for project purposes. Upon completion of such reconstruction, any reconstruction shall hereinafter by considered Grantor's sole property and Grantor will be solely responsible for all maintenance and repair thereto.

CITY OF WILDOMAR

SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

The City of Wildomar (City) is proposing to purchase real property or interests therein in connection with the construction of the **I-15/Clinton Keith Interchange Project** and related improvements and appurtenances.

Your property located the north side of Clinton Keith Road, east of I-15, Wildomar , CA, is within with the project area and identified by your County Assessor as Parcel No. 380-240-001.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines require that you, as an owner from whom a public agency proposes to purchase real property or an interest therein or as a tenant owning improvements on the property must be provided with at a minimum, a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment of the probable amount of just compensation prior to vacating the real property being acquired unless you have heretofore waived such entitlement. In the event of any voluntary purchase or sale of the property or interests, you would not be required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes allocable to any period following the passage of title or possession.

2. The City will offer to purchase any remnant(s), if any, considered by the City to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and which is/are contiguous to the land being conveyed.

3. All buildings, structures and other improvements affixed to the land described in the referenced document(s) covering this transaction, and which are owned by you as the owner or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The real property interest(s) proposed to be acquired is: Abutter's and Access Rights. The property being purchased comprises abutter's and access rights and is described in the attached deed and outlined in color on the attached map.

4. The market value of the property proposed to be acquired is based upon a market value appraisal which is included in the attached Appraisal OR summarized on the attached Valuation Summary Statement, and such amount:

   A. Represents the full amount of the appraisal of just compensation for the property proposed to be purchased;

   B. Is not less than the approved appraisal of the fair-market value of the property as improved;

   C. Disregards any decrease or increase in the fair market value of the real property proposed to be acquired prior to the date of valuation which might be caused by the Project itself or by the likelihood that the property would be acquired for or in connection with the Project, other than that due to physical deterioration within the reasonable control of the owner or occupant; and

   D. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the City.

5. Pursuant to Code of Civil Procedure Section 1263.025 should you elect to obtain an independent appraisal, the City will pay for the actual reasonable costs up to Five Thousand ($5,000) Dollars subject to the following conditions:

   A. You, not the City, must order the appraisal. Should you enter into a contract with the selected appraiser, the City will not be a party to the contract;

   B. The selected appraiser is licensed with the Office of Real Estate Appraisers (OREA);

   C. Appraisal cost reimbursement must be made in writing, and submitted to the City at 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595; Attn: Real Property Acquisition, within ninety (90) days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and the invoice for the completed

work by the appraiser must be provided to the City concurrent with the submission of the written request. The costs must be reasonable and justifiable.

6. If you are the owner of a business conducted on a property proposed to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, you may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the owner and/or lessee's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.

7. If you ultimately elect to reject the City's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.

8. You are entitled to receive all benefits that are available through donation to the City of all or part of your interest in the real property sought to be acquired by the City as set out in Streets and Highways Code Sections 104.2 and 104.12.

SUMMARY BASIS OF VALUATION STATEMENT

Summary of the Basis for Just Compensation
Interstate 15 & Clinton Keith Interchange Project
Choa Murrieta Property - Property ID 14492

This **Appraisal Summary Statement**, which summarizes the **Basis for the Just Compensation**, has been prepared in compliance with eminent domain laws of the State of California and California Code of Civil Procedure 1255.010 (b).

BASIS OF VALUATION:

The fair market value for the property to be acquired is based upon an appraisal prepared in accordance with accepted appraisal principles and methodologies. Recent sales of comparable properties and income data (if applicable) are considered appropriate and have been utilized for subject valuation. Full consideration is given to zoning, development potential and the income the property is capable of producing, if any.

Code of Civil Procedure Section 1263.320 defines Fair Market Value as follows:

a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to be a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

Section 1263.330 provides that the fair market value shall not include an increase or decrease in value attributable to the project for which the property is to be acquired.

BASIC PROPERTY DATA:

Owner:	Choa Murrieta LLC.
Total Property Area:	1.78 acres (77,537 square feet) Parcel size is based on Amended Parcel Map 22776. County assessor records list the property at 1.87 acres. This larger assessor record size seems to include portions of the vacated Arya Drive (now APN 380-240-053), which have <u>not</u> in fact been quit claimed to the property owner as of the date of value. <u>Therefore, 1.78 acres is considered as the prevailing legal parcel size.</u>
Assessor's Parcel No.:	380-240-001 and -052 (formerly 380-240-001 and -002)
Property Address:	North side of Clinton Keith Road, east of the I-15 freeway in Wildomar, Riverside County, and State of California

Legal Description: Parcel 3 of Parcel Map No. 22776, in the County of Riverside, State of California, as shown on the Amended Map thereof recorded in Book 158, Pages 37 through 41 inclusive of Parcel Maps, records of Riverside County, California.

Public use for which the property is to be acquired:

The proposed access restriction is for the Interstate 15 and Clinton Keith Road Interchange Project.

Location and extent of property to be acquired:

The required portion of the subject larger parcel, identified as Parcel No. 21666-2, is an access restriction of 29.26 linear feet is located at the northwestern edge of the property along the on-ramp to I-15 from Clinton Keith Road.. The access restriction is located along the northwestern edge of the subject property (Property ID 14492). This is adjacent to, and at the north end of, the existing restriction of 380.08 linear feet along the entire southwestern edge of the property which borders the I-15 northbound on-ramp from Clinton Keith Road. The 29.26 linear feet of proposed access restriction is essentially a continuation of the 380.08 existing restriction. ***The acquisition excludes the vacated right-of-way which is not considered a part of the subject property.***

Interest to be acquired: Access Restriction

Zoning: C-P-S with a General Plan Land Use of CR-Commercial Retail, City of Wildomar, Riverside County.

Present use: Vacant Land with an approved site plan for a hotel use.

Date of valuation: February 5, 2010

Highest and best use Development for hotel use, similar to approved plot plan, or hold for future development.

Summary and Conclusion of Value:

Larger Parcel	$1,628,000
Property To Be Acquired Access Restriction	$2,500
Value of the Remainder as Part of the Whole	$1,625,500
Severance Damages	$0
Benefits	$0
Net Severance Damages	$0
Total Fair Market Value for Property Rights to be Acquired	**$2,500**

THE FOLLOWING INFORMATION IS BASED ON THE ENTIRE SUBJECT PARCEL:

1. The sales comparison approach is based on the consideration of comparable land sales with commercial zoning in the subject market area:

   Sales Comparison Approach:

   Eight market data represent the most comparable land sale transactions within the subject market area. The parcel sizes range from 0.73 acres to 2.66 acres. The sales prices range from $10.25 to $31.20 per square foot.

   The subject is a well located property on a major thoroughfare in Wildomar between Temecula and Lake Elsinore. Economic constraints include the current real estate recession - housing and retail, which has led to increased vacancies and decreased rents. *Land values have begun to drop as a result.* The capital markets are not fully performing and financing has become a hurdle for many buyers. Many projects have been put on hold as the retail industry has been taking losses. Access is also circuitous as customers need to turn onto Arya Drive, turn left onto Catt Road and turn left into the property. It is, however, very well located at the freeway off-ramp with infrastructure close by.

   Following adjustments for differences, the adjusted value range for the subject is $15.00 - $21.00 per square foot. Due to the location at a major freeway interchange, the benefit of stockpiled fill dirt, as well as the eminent domain nature of this valuation, we have reconciled at the high end of the range, $21.00 per square foot. Therefore, the fee simple fair market value of the subject property via the Sales Comparison Approach, as of February 5, 2010 is as follows:

   1.78 acres/77,537 sq. ft. @ $21.00 per sq. ft = **$1,628,273**

   Rounded to $1,628,000

See attached sheets for principle transactions and sales location map.

2. The cost approach is based in part on a replacement cost new of improvements less depreciation. Cost information was obtained from cost service publications and/or knowledgeable vendors. Cost Approach: Not Applicable

3. The income approach is based on an analysis of income and expenses to the property. Income Approach: Not Applicable

FAIR MARKET VALUE OF PROPERTY TO BE ACQUIRED

Access Restriction

The area to be restricted for access is necessary to accommodate the I-15/Clinton Keith Road Interchange Project. Based on the fact that no property is being acquired and the minimal affect of the access restriction (the property owner would not have access to the freeway under any circumstances), we conclude a nominal or threshold value of **$2,500** because we believe that this would be the minimum transfer amount for the property rights to be transferred in the market.

Total Compensation $2,500

Severance Damages

In the partial acquisition of real estate, the most reliable measurement of severance damages is the diminution of market value to the Remainder property which results from the acquisition or construction of improvements as planned. Issues considered in this analysis include the project's impact, if any, on the Remainder Parcel's highest and best use, site utility, development potential, drainage, proximity to existing improvements, access, parking and security.

The Remainder Parcel, in the After Condition, *will* have similar highest and best use in comparison with the Before Condition.

Benefits

Under California law, benefits may be used to offset damages only. The After Condition analysis indicates the subject is affected by severance damages. It is our opinion, the project will provide public benefits by enlarging the Clinton Keith intersection. While public benefits are recognized, it does not provide specific benefits directly to the subject property at present. Therefore, benefits have not been quantified at this time.

NO FEE DOCUMENT
Government Code §6103 & §27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
CITY OF WILDOMAR
23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595

The Above Space For Recorder's Use Only

OK to Accept: _____

Date: _____

Project Name: I-15 Clinton Keith Interchange

Address: North side of Clinton Keith Road, east of I-15
APN: 380-240-001
Project No.: 21666-2
Title Order No. 11670395
Escrow No. 11670395

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT OF ABUTTER'S AND ACCESS RIGHTS

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, **Choa Murrieta, LLC a California Limited Liability Company** ("GRANTOR"), hereby releases and relinquishes to the **CITY OF WILDOMAR**, a municipal corporation ("GRANTEE"), all that real property situated in the City of Wildomar, County of Riverside, State of California, described as follows:

> See Exhibit A, legal description, and Exhibit B, plat to accompany legal description, attached hereto and made a part hereof.

Executed this _____ day of _____, 20_____

Choa Murrieta, LLC a California Limited Liability Company
By: _____
[Name of Signatory]

Printed: _____

Title: _____

By: _____
[Name of Signatory]

Printed: _____

Title: _____

Mail Tax Statements To:
Finance Department
City of Wildomar
23873 Clinton Keith Rd
Ste 201
Wildomar, CA 92595

EXHIBIT "A"
LEGAL DESCRIPTION

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A FREEWAY AND THE GRANTOR HEREBY RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTANENT TO THE GRANTOR'S REMAINING PROPERTY, IN AND TO SAID FREEWAY OVER AND ACROSS THE FOLLOWING DESCRIBED LINE:

ACCESS RESTRICTION ALONG A PORTION OF THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED JANUARY 18, 2008 AS INSTRUMENT NUMBER 029678, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING THE SOUTHEASTERLY LINE OF THE CERTAIN PARCEL OF LAND AS DESCRIBED BY QUITCLAIM DEED RECORDED _____ ____, 2010 AS INSTRUMENT NUMBER _____, OF SAID OFFICIAL RECORDS, DESCRIBED AS FOLLOWS;

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID SECTION 1, ALSO BEING THE CENTERLINE OF CATT ROAD (60.00 FEET WIDE), AS ADOPTED MARCH 4, 1903 PURSUANT TO ROAD RECORD 1-217 ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, CALIFORNIA, AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15, AS SHOWN ON CALTRANS MAP NUMBER 443025, ALSO SHOWN ON RIVERSIDE COUNTY MAP NUMBER 205, PAGE 002, ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR;

THENCE S 36°52'10" E ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 37.94 FEET TO AN ANGLE POINT THEREIN;

THENCE S 52°26'56" E, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 74.97 FEET TO THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY SAID GRANT DEED, BEING THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY SAID QUITCLAIM DEED, ALSO BEING THE **TRUE POINT OF BEGINNING** OF SAID ACCESS RESTRICTION;

THENCE N 37°26'17" E ALONG THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SAID GRANT DEED, BEING THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SAID QUITCLAIM DEED, A DISTANCE OF 29.26 FEET TO THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SAID QUITCLAIM DEED, BEING THE **POINT OF TERMINATION** OF THE ACCESS RESTRICTION.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000081 / 1 THROUGH 8, INCLUSIVE, ON FILE AS MAP NUMBER 205/870 THROUGH 877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

08-RIV-15-MP 13.9-21666 (21666-2)

SEE ATTACHED EXHIBIT "B"

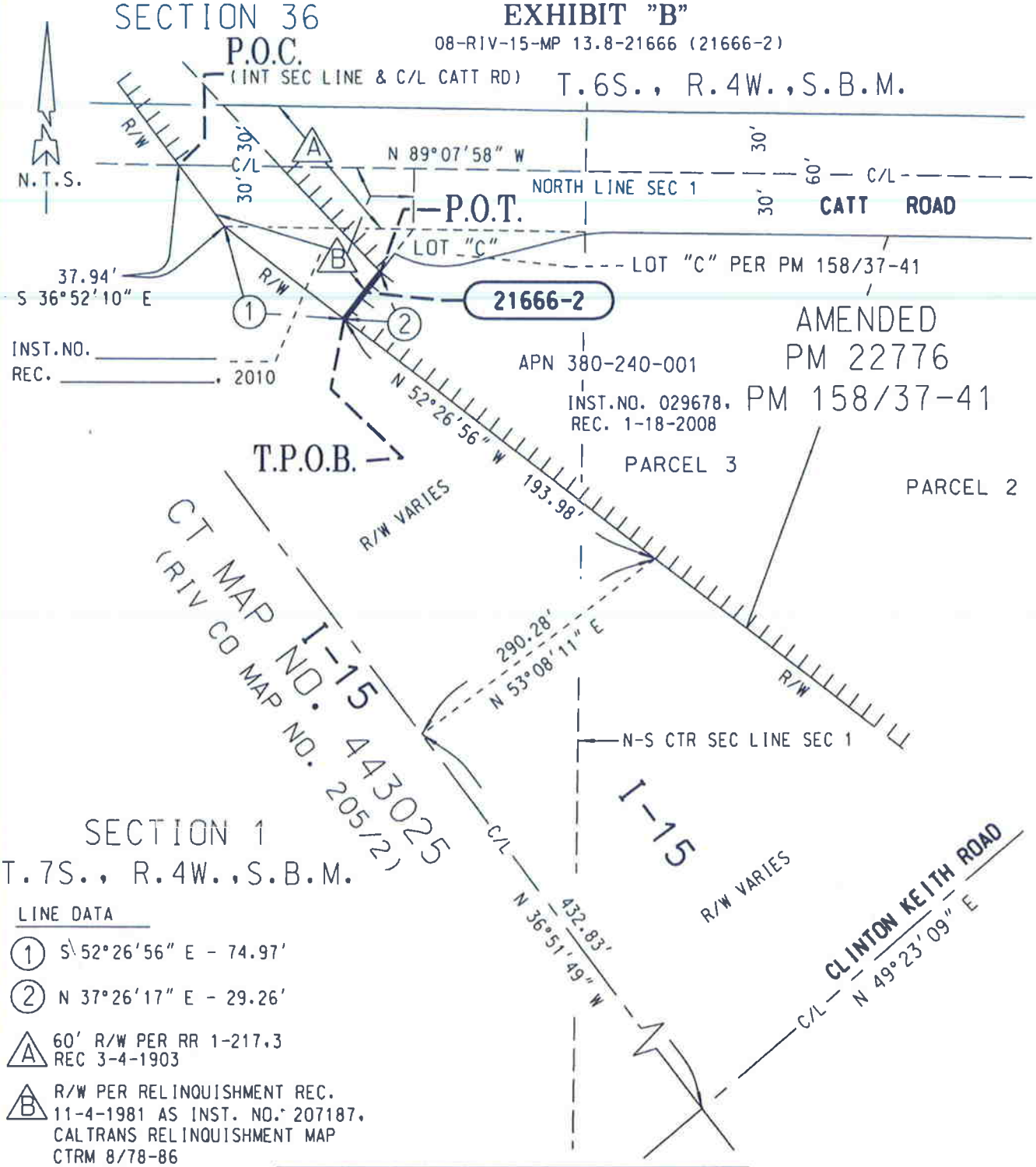
APPROVED BY: Timothy F. Rayburn

DATE: 12/10/09

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

EXHIBIT "B"

08-RIV-15-MP 13.8-21666 (21666-2)



LINE DATA

1. S 52°26'56" E - 74.97'
2. N 37°26'17" E - 29.26'

A. 60' R/W PER RR 1-217.3 REC 3-4-1903

B. R/W PER RELINQUISHMENT REC. 11-4-1981 AS INST. NO. 207187, CALTRANS RELINQUISHMENT MAP CTRM 8/78-86

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 21666-2
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: DDD
	SCALE: N.T.S.
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F. Rayburn DATE: 12/10/09	SHEET 1 OF 1 SHEET

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Abutter's and Access Rights Deed dated _____, 20__, from _____ to the City of Wildomar, a Municipal Corporation, by the within instrument, the provisions of which are incorporated by this reference as though fully set forth in this Certification, is hereby accepted by the undersigned officer(s) on behalf of the City pursuant to authority conferred by the Wildomar City Council Resolution No. adopted on , and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____ By: _____
, City Engineer

OR

Dated: _____ By: _____
, City Manager

ACKNOWLEDGEMENT

State of California)
)SS
County of _____)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.
Witness my hand and official seal.

_____ (SEAL)
(Signature)

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

April 7, 2010

Ken Assi
5820 Oberlin Drive, Suite 201
San Diego, CA 92121

VIA CERTIFIED U.S. MAIL
Receipt # 7008 3230 0000 8948 6604

RE: Offer to Acquire Improvements

I-15 Clinton Keith Interchange Project – ACQ File: 09-04-06- Wildomar, California
Riverside County Assessor's Parcel Number(s): 380-240-007

Dear Business Owner:

As you are aware, the County of Riverside, in cooperation with the City of Wildomar (City) is proposing to reconstruct the current two-lane I-15/Clinton Keith Road with a six-lane facility and adding limited length auxiliary lanes on I-15 prior to and after the exit and entrance ramps. The reconstruction of the interchange will utilize the existing diamond interchange configuration. The proposed road project will affect the property identified as Riverside County Assessor Parcel Number 380-240-007 and is scheduled to commence within two years after the acquisition of the property.

It is the desire of the City to acquire private property through voluntary purchase if possible. While the City has the power of eminent domain, condemnation has not been authorized with respect to the subject property as of this date.

According to the property owner, you are the business owner of record of the property the City is considering acquiring for this project. Specifically, a 1,763 square foot area of the property is needed to construct the road improvements along Clinton Keith Road. The Real Property Interests needed for the Project are more particularly described in Exhibits A and depicted in Exhibits B referenced in the attached Agreement for Acquisition of Improvements.

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

Robert Shea Perdue, real estate appraiser with Robert Shea Perdue Real Estate Appraisal, has inspected and appraised the Property for the purpose of determining its fair market value. The appraiser has determined the fair market value of the affected improvements to be acquired at $16,697.00 (Sixteen Thousand Six Hundred Ninety Seven Dollars). Accompanying this letter is a summary of the appraisal report, which is the basis for establishing the fair market value of the property.

Based upon the fair market value, the City is hereby offering to purchase the Improvements for $16,697.00. The amount offered by the City is contingent upon acceptance by the various interest holders, if any, and would be allocated amongst those parties claiming a valid interest in the Property.

While staff proposes to recommend the acquisition of the Improvements, no decision to acquire can be made until the City Council for the City formally acts to approve this acquisition. Nothing in this letter is meant to pre-commit the City Council or otherwise limit the options available to it. Consequently this offer, if accepted and the acquisition of the Improvements require the City Council to ratify this offer by authorizing the City Manager to execute the Purchase Contract.

Please be advised that this letter, the offer and all other matters stated herein are made under the provisions of California Evidence Code Section 1152 and 1154, Section 1255.060 of the Code of Civil Procedure, and Sections 7267.1 and 7267.2 of the Government Code, and shall not be admissible in evidence in any eminent domain proceeding which may subsequently be instituted for acquisition of the subject property, or in any other action.

The City has retained Interwest Consulting Group to assist in the acquisition of the Property. Please contact John F. Almazán at (916) 214-5742 to further discuss this offer. We look forward to working with you cooperatively on this transaction.

Sincerely,

Julie Cline
Real Estate Manager
City of Wildomar

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

cc: John F. Almazán – Interwest Consulting Group, Senior Real Property Agent

Attachments:
-Agreement for Acquisition of Improvements
-Appraisal Summary Statement

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

File No.: ACQ 09-04-06
Project: I-15/ Clinton Keith Interchange Project
Parcel Nos: 21668-1 and 0264-002A
Escrow #: 11653957
Title Company: Lawyers Title
Date of Preliminary Title Report: June 11, 2009

Grantor: **Ken Assi**

Grantee: **CITY OF WILDOMAR, a Municipal Corporation**

AGREEMENT FOR ACQUISITION OF IMPROVEMENTS

WHEREAS, Ken Assi owns certain real property located in the City of Wildomar, County of Riverside, State of California legally described in the Legal Description identified as Exhibit "A" and depicted on the Plat Map identified as Exhibit "B", attached hereto and made a part hereof ("Property"); and

WHEREAS, the City of Wildomar ("City") has entered into an agreement with **Richard S. Pavelec and Cissy Fisher** for the purchase and sale of the Property; and

WHEREAS, the above-named Grantor(s) ("Grantor") owns certain improvements pertaining to the realty located on the Property as well as those fixtures and immovable equipment as described in Exhibit "C" attached hereto and made a part hereof (collectively, "Improvements"); and

NOW, THEREFORE, in consideration of the payment and other obligations set forth below, Grantor and City mutually agree as follows:

1. Payment

City shall tender payment to Grantor in the amount of Sixteen Thousand Six Hundred Ninety Seven ($16,697) Dollars ("Purchase Price"), which is specifically agreed by the parties to be the full amount of compensation due and owing to Grantor for conveyance of the Improvements to the City.

2. Just Compensation; Waiver and Release

A. Grantor agrees that performance of this Agreement by City, including the payment recited in Section 1, above, shall constitute full and fair compensation and consideration for any and all claims that Grantor, and its successors and assigns, may have against City by reason of the acquisition, improvement, possession, use and/or occupancy of the Property and the Improvements, and Grantor, on behalf of itself and its successors and assigns, hereby knowingly and voluntarily waives, and expressly releases and discharges City, and any and all of City's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from liability in regard to, any and all such claims, including claims for severance or taking compensation or damages to the remainder not taken on account of the acquisition of the Property and the Improvements or the location, establishment, construction and/or operation of the above-named Project.

B. The foregoing waiver and release shall include the waiver and release of any and all rights or claims that Grantor has, may have or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation; except as provided herein. Grantor, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges City, and any and all of City's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from liability in regard to any claims for the following: relocation assistance or benefits, if any, to which Grantor may be entitled pursuant to applicable State, Federal or local laws or regulations , precondemnation damages, lost business goodwill, lost profits, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback from City, or receive any financial gain from, the City's sale of any portion of the Property, any right to challenge City's adoption of a resolution of necessity, any right to receive any notices required for a new or reauthorization resolution or for a right of first refusal , and litigation expenses, attorney's fees and/or costs. Grantor is aware of and understands all potential benefits to which he/she/it is otherwise entitled and has had the opportunity to discuss potential benefits with representatives of the City and with legal counsel of his/her/its choice.

3. Waiver under Section 1542

The parties intend that this Agreement for Purchase of Improvements will result in a full, complete, and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Property and the Improvements by the City, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement for Purchase of Improvements, of any rights, damages, compensation or benefits to which a party is, or may be, entitled is intended to be full and complete. Accordingly,

A. Grantor hereby waives any and all rights or benefits arising from and/or related to the City's acquisition, possession and/or use of the Property and the Improvements that it may have under section 1542 of the Civil Code of the State of California which provides:

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

B. The Grantor represents and warrants that he/she/it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of their choice.

4. Eminent Domain

A. It is mutually understood that the acquisition of the Property and the Improvements by City is for a public purpose, and therefore, the Improvements are otherwise subject to taking by the power of eminent domain. The acquisition by and through this Agreement for Purchase of Improvements is in lieu of City's exercise of the power of eminent domain.

B. If any eminent domain action that includes the Property and the Improvements, or any portion thereof, has been filed by the City and after said filing the Grantor subsequently agrees and consents to the dismissal of said action, then the Grantor hereby waives any and all claims to any money that may have been deposited in any Court or with the State Treasurer in any such action and waives any and all claims for damages, costs, or litigation expenses, including attorney's fees, arising by virtue of the abandonment of the action pursuant to Section 1268.510 of the California Code of Civil Procedure.

5. Amendment

This agreement may be modified, changed, or rescinded only by an instrument in writing executed by the parties hereto.

6. Grantor's Representations

A. Grantor makes the following representations, warranties and covenants:

i. Grantor certifies that it owns full legal title to the Improvements, and has full power and authority to convey all property rights described herein to City.

ii. Grantor certifies the Improvements are free and clear of and from all liens, claims and encumbrances which could (i.) affect Grantor's title to the Improvements, or any portion thereof, (ii.) affect the value of the Improvements, or any portion thereof, or (iii.) subject any Grantor of the Improvements, or any portion thereof, to liability.

iii. This Agreement for Purchase of Improvements constitutes a legal, valid, and binding obligation of Grantor enforceable in accordance with its terms.

iv. To the best of Grantor's knowledge, there are no uncured notices, which have been served upon Grantor from any governmental agency notifying Grantor of any violations of law, ordinance, rule, or regulation, which would affect the Improvements, or any portion thereof.

v. To the best of Grantor's knowledge, there is no license, permit, option, right of first refusal, or other agreement, written or oral, which affects the Improvements or any portion thereof.

vi. To the best of Grantor's knowledge conveyance of the property rights described herein will not constitute a breach or default under any agreement to which Grantor is bound and/or to which the Improvements are subject.

B. Each of the above warranties and representations is material and is relied upon by City separately and collectively.

7. Status Quo

Subject to the parties agreeing otherwise, Seller warrants that it will not remove or alter any of the Improvements from the date of this Agreement for Purchase of Improvements until the City closes escrow regarding the agreement with **Richard S. Pavelec and Cissy Fisher** for the purchase and sale of the Property ("Close of Escrow"). Between the date of this Agreement for Purchase of Improvements and the Close of Escrow, Seller will operate, use and/or otherwise treat the Improvements in the manner in which the Improvements have been operated, used and/or otherwise treated prior hereto.

8. Risk of Loss

All risk of loss or damages to the Improvements to be sold to City pursuant to this Agreement for Purchase of Improvements for Acquisition of Improvements shall be borne by Seller until the Close of Escrow. If any or all of the Improvements are lost or destroyed or damaged by fire or any other cause during the Escrow period related to the purchase and sale of the Property, Seller shall promptly give notice to City of such damage or destruction and the amount of insurance, if any, covering such damaged or destroyed property, and City shall have the option in its reasonable determination, which shall be exercised within ten (10) days after receipt of notice from Seller, of (a) accepting such property in its damaged or destroyed condition, in which event any insurance proceeds payable to Seller shall be assigned to City; or (b) excluding such damaged or destroyed property from this Agreement for Acquisition of Improvements, in which event there shall be a reduction in the Purchase Price for the damaged or destroyed property as the parties shall agree, provided, that if the parties are reasonably and in good faith unable to agree on a reduction in the Purchase Price within thirty (30) days after City's receipt of Seller's notice, this Agreement for Acquisition of Improvements shall terminate and the parties shall have no further obligations hereunder except for those that shall have accrued hereunder and remain undischarged.

9. Bulk Sales Act

Seller shall not be required to comply with the provisions of any applicable law relating to bulk transfers, including, without limitation, Division 6 of the California Commercial Code (collectively, "Bulk Sales Laws") but hereby indemnifies, defends and saves City harmless from and against all damage, losses, claims, liens, demands, encumbrances, costs and expenses (including reasonable attorneys' fees) whatsoever made or brought against City or imposed on or against the Improvements sold to City hereunder which arise from or are based upon the alleged failure of Seller to fully comply with said Bulk Sales Laws.

10. Attorney Fees

Either party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement for Purchase of Improvements, and the prevailing party in such suit or proceeding shall be entitled to recover from the other party reasonable costs and expenses, including attorney's fees.

11. Notices

Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to the following address:

To City:
City of Wildomar
Public Works Department
Development Services

Wildomar, CA 95758
Attention: Real Property Acquisition

To Grantor:
Ken Assi
5820 Oberlin Drive, Suite 201
San Diego, CA 92121

12. Recording

Either party may record this Agreement for Purchase of Improvements in the Recorder's Office for Riverside County.

13. Binding on Successors

This Agreement for Purchase of Improvements shall be binding on and shall inure to the benefit of the City and Grantor, and their respective successors, assigns, and transferees, and their past, present and future officers, employees and agents; provided that this Agreement for Purchase of Improvements may only be assigned with the written consent of both parties, and any attempt to assign this Agreement for Purchase of Improvements without such consent shall be void.

14. Brokers

Grantor and City each warrant to the other that no person or entity can properly claim a right to a commission, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement for Purchase of Improvements. If any broker or finder makes any claim for a commission or finder's fee, the party through which the broker or finder makes such claim shall indemnify, defend and hold the other party harmless from all liabilities, expenses, losses, damages or claims (including the indemnified party's reasonable attorneys' fees) arising out of such broker's or finder's claims.

15. Time of Essence

Time is of the essence for each condition, term, and provision in this Agreement for Purchase of Improvements.

21. Waivers

No waiver of any breach of any covenant or provision in this Agreement for Purchase of Improvements shall be deemed a waiver of any other covenant or provision in this Agreement for Purchase of Improvements and no waiver shall be valid unless in writing and executed by the waiving party.

22. Severability

If any term or provision of this Agreement for Purchase of Improvements shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement for Purchase of Improvements shall not be affected, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement for Purchase of Improvements so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

23. Construction

Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement for Purchase of Improvements. The singular form shall include the plural and vice versa. This Agreement for Purchase of Improvements shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement for Purchase of Improvements.

24. Governing Law

This Agreement for Purchase of Improvements shall be construed in accordance with and governed by the laws of the State of California. Any legal action arising under or related to this Agreement for Purchase of Improvements shall be brought and prosecuted in the Riverside County Superior Court.

25. Special Provisions

The Special Provisions attached hereto as Exhibit "D," if any, are hereby incorporated, and made a part of this Agreement for Purchase of Improvements by this reference. In the event of any conflict or inconsistency between this Agreement for Purchase of Improvements and the Special Provisions, the terms of the Special Provisions shall prevail.

26. Entire Agreement

The parties have herein set forth the whole of their Agreement for Purchase of Improvements. All prior oral discussions, representations, and/or agreements, if any, are specifically superseded by this Agreement, which is intended by the parties to contain all of the terms and conditions agreed to by them with regard to acquisition of the Improvements by City.

27. Authority

Each individual executing this Agreement for Purchase of Improvements on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement for Purchase of Improvements and that said entity will thereby be obligated to perform the terms of this Agreement for Purchase of Improvements.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

GRANTOR(S):

Ken Assi

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

By: _____

Print: _____

Title: _____

GRANTEE:

CITY OF WILDOMAR
a Municipal Corporation

Date: _____

By: _____
Frank Oviedo, City Manager

RECOMMENDED FOR APPROVAL:

Date: _____

By: _____
John F Almazan

APPROVED AS TO FORM:

Date: _____

By: _____
Julie Biggs, City Attorney

ATTEST:

Date: _____

By: _____
Debbie Lee, City Clerk

***Note:** *If Grantor is a corporation, the following two signatures are required: (1) the first signature by either the Chairman of the Board, the President, or any Vice President of the corporation; and (2) the second signature by either the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of the corporation.*

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NUMBER 3959, AS DESCRIBED IN GRANT DEED RECORDED AUGUST 19, 1998, AS INSTRUMENT NUMBER 347101, AND GRANT DEED RECORDED APRIL 10, 2001, AS INSTRUMENT NUMBER 150212, BOTH RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL "A", SAID CORNER BEING THE INTERSECTION POINT OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15 (VARIABLE HALF-WIDTH) AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CLINTON KEITH ROAD (55.00 FOOT HALF-WIDTH) AS SHOWN ON AMENDED PARCEL MAP NUMBER 22776, ON FILE IN BOOK 158, PAGES 37 THROUGH 41, INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID RECORDER;

THENCE N 49°23'09" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF CLINTON KEITH ROAD, A DISTANCE OF 14.83 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1744.83 FEET;

THENCE NORTHEASTERLY, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 04°49'25", AN ARC DISTANCE OF 146.89 FEET;

THENCE S 35°47'26" E ALONG A RADIAL LINE, A DISTANCE OF 8.00 FEET;

THENCE S 51°27'21" W, A DISTANCE OF 85.85 FEET;

THENCE S 50°17'15" W, A DISTANCE OF 66.74 FEET;

THENCE S 22°37'28" W, A DISTANCE OF 14.88 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15;

THENCE N 24°08'53" W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 17.41 FEET TO THE **POINT OF BEGINNING**

CONTAINING 1,625 SQUARE FEET, OR 0.037 ACRES, MORE OR LESS

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A STATE HIGHWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY IN AND TO SAID STATE HIGHWAY

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCE

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000081 / 1 THROUGH
RW 000081 / 8, INCLUSIVE, ON FILE AS MAP NUMBER 205/870 THROUGH 205/877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA

08-RIV-15-MP 13.6-21668 (21668-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY Timothy J. Ryan

DATE 12/10/09

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NUMBER 3959, AS DESCRIBED IN GRANT DEED RECORDED AUGUST 19, 1998, AS INSTRUMENT NUMBER 347101, AND GRANT DEED RECORDED APRIL 10, 2001, AS INSTRUMENT NUMBER 150212, BOTH RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

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0264-002A

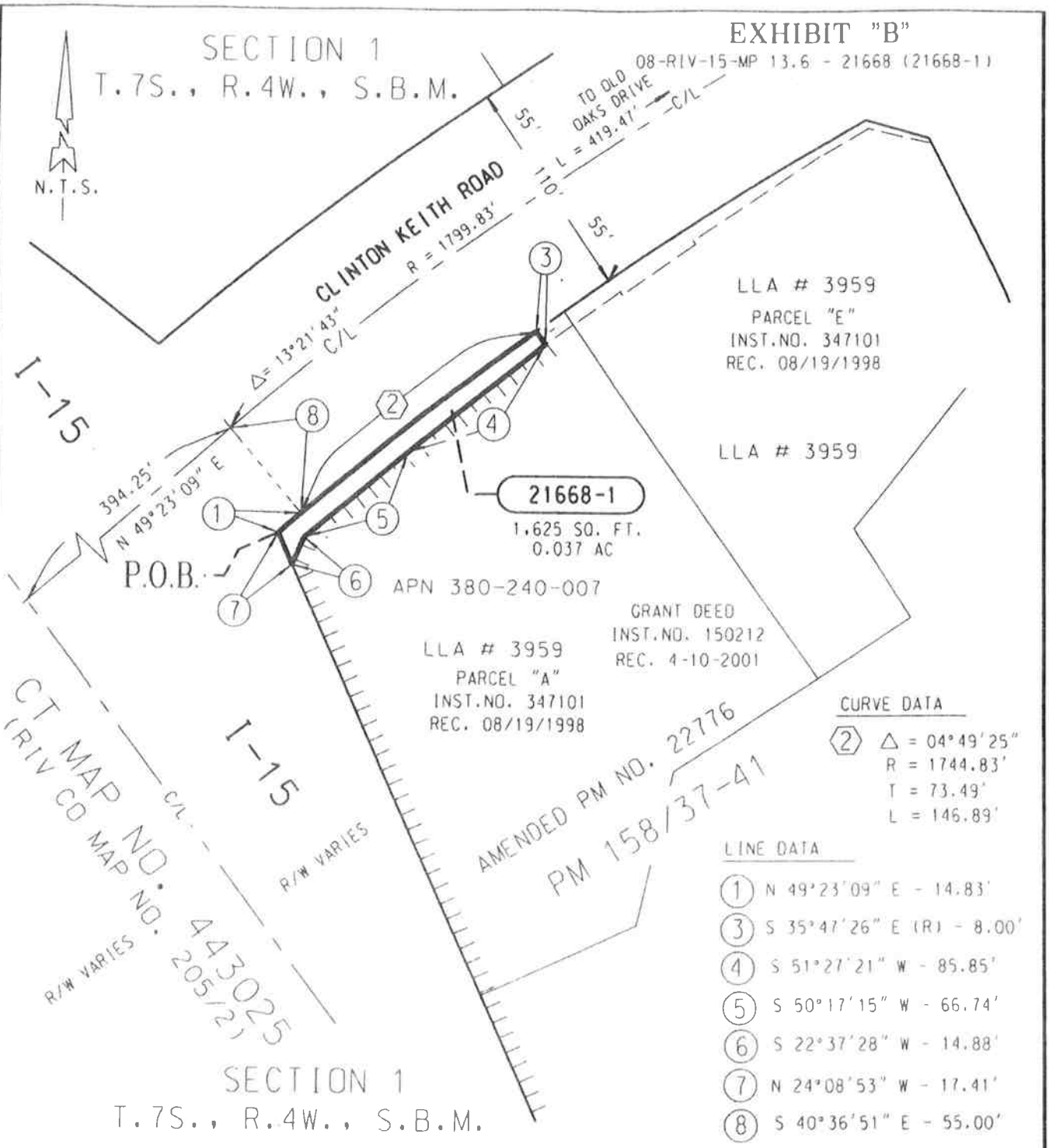
SEE ATTACHED EXHIBIT "B"

APPROVED BY _____

DATE: 12/6/19

EXHIBIT "B"

08-RIV-15-MP 13.6 - 21668 (21668-1)



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T = 73.49'
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LINE DATA

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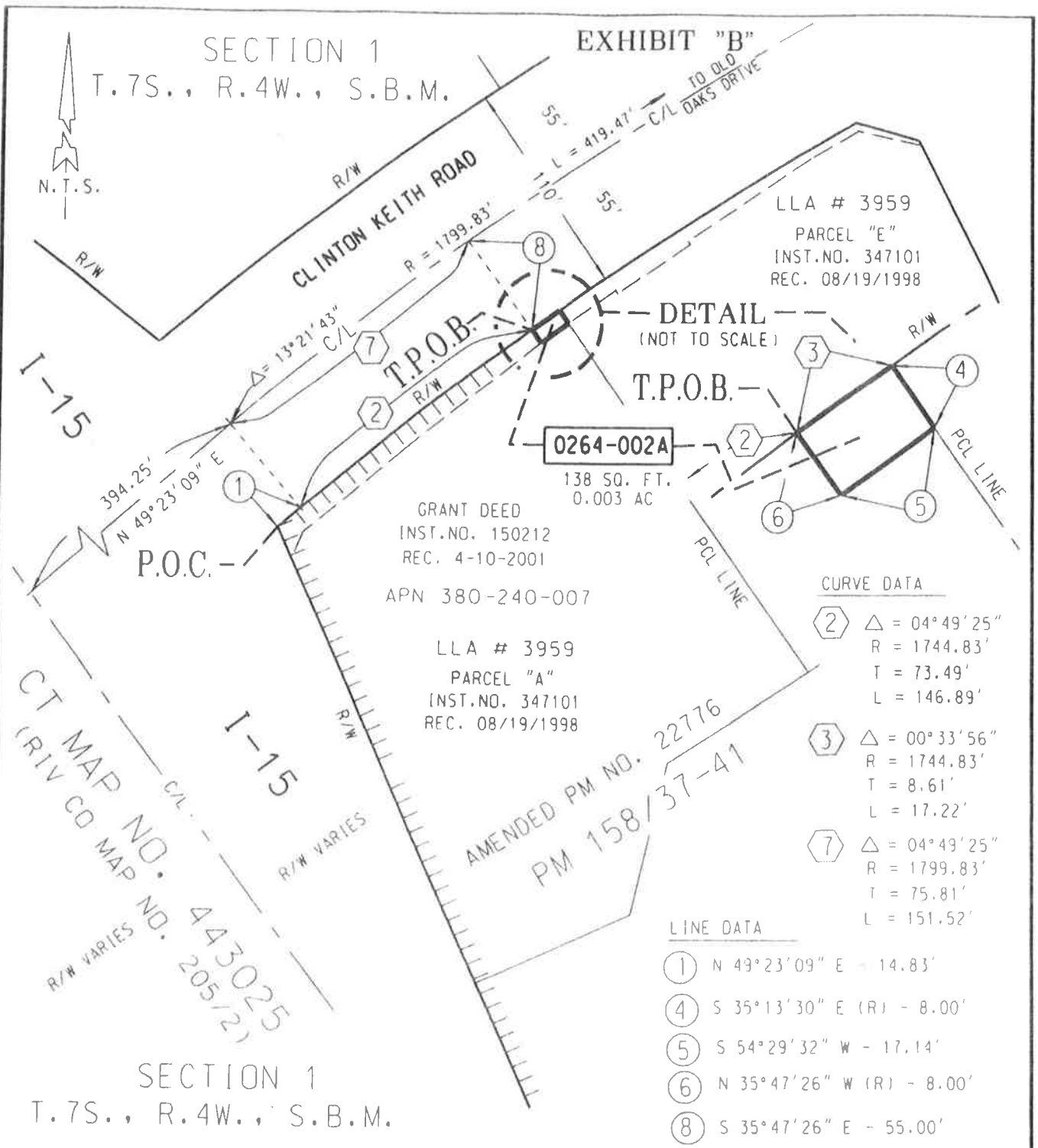
LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

INDICATES RESTRICTED ACCESS

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 21668-1
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F. Rayburn DATE: 12/10/09	SHEET 1 OF 1 SHEET

EXHIBIT "B"



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L = 17.22'

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L = 151.52'

LINE DATA

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LICENSED LAND SURVEYOR
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COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0264-002A
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: DDD
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	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F. Rayburn DATE: 12/3/09	SHEET 1 OF 1 SHEET

EXHIBIT "C"
Improvements

Item No.	Description	Qty
1	Irrigation and grass	2,645
2	24" Box Tree	3
3	5 Gallon Shrub	15
4	1 Gallon Shrub/Perennial Flower	9
5	Finished Rock Fence Posts	4
6	Vinyl Split Rail Fencing	148
	w/ 17 vertical posts	17
7	Landscape Curb	102

EXHIBIT "D"
Special Provisions

Reconstruction of Grantor's Remainder Property

City and its authorized agents and contractor are hereby granted permission to enter onto Grantor's remainder property to reconstruct Grantor's driveways, walkways, lawn and landscaped areas, (hereinafter referred to as "Remainder"), as necessary to conform same to the street frontage improvements, including re-grading and replanting any affected lawn and landscaped areas. The cost of such reconstruction of the Remainder property shall be borne by City, at no expense to Grantor. Such reconstruction shall be done at a time and in a manner, which the City, in its sole discretion, deems most appropriate for project purposes. Upon completion of such reconstruction, any reconstruction shall hereinafter by considered Grantor's sole property and Grantor will be solely responsible for all maintenance and repair thereto.

FAIR MARKET VALUE OF PROPERTY TO BE ACQUIRED

Fee Simple Interest

The area to be acquired is necessary to accommodate the interchange project. The value of the acquisition areas is based on the value of the larger parcel [illegible] and is calculated as follows:

Partial Fee Acquisition (Parcel Nos. 21668-1 and 0264-002A)

1,763 sq. ft. x [illegible] per square foot = [illegible]

Acquisition of Improvements

In the before condition, the property owner was conditioned to install and maintain landscaping within the Right-of-Way (ROW). Part of this landscaping is now owned by the City of Wildomar. It is reasonable to reimburse the property owner for the entire cost of installing and maintaining the landscaping on both the private property and city ROW.

In the after condition, the property owner will be responsible for installing and maintaining only their own landscaping. No cost estimates were provided for the plants, trees, grass and irrigation that will be acquired for the project. Based on information obtained from other sources, we estimated cost as follows:

Item No.	Description	Qty	Unit	Cost / Item	Total Cost
1	Irrigation and grass	2,645	SF	$3.00	$7,935
2	24" Box Tree	3	EA	$220.00	$660
3	5 Gallon Shrub	15	EA	$18.00	$270
4	1 Gallon Shrub/Perennial Flower	9	EA	$8.50	$77
5	Finished Rock Fence Posts	4	EA	$1,000.00	$4,000
6	Vinyl Split Rail Fencing	148	LF	$10.00	$1,480
	w/ 17 vertical posts	17	EA	$15.00	$255
7	Landscape Curb	102	LF	$10.00	$1,020
					$15,697
	Subtotal				$15,697
	Add: Landscape Contractor Fees & Permits				$1,000
	Total Landscape/Hardscape				**$16,697**

Summary of Permanent Acquisition

Public Road Fee Simple Interest	
Landscape/Hardscape Improvements	$16,697
Total Permanent Acquisition	[illegible]

FILE COPY

EXHIBIT "A"
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08-RIV-15-MP 13.6-21668 (21668-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

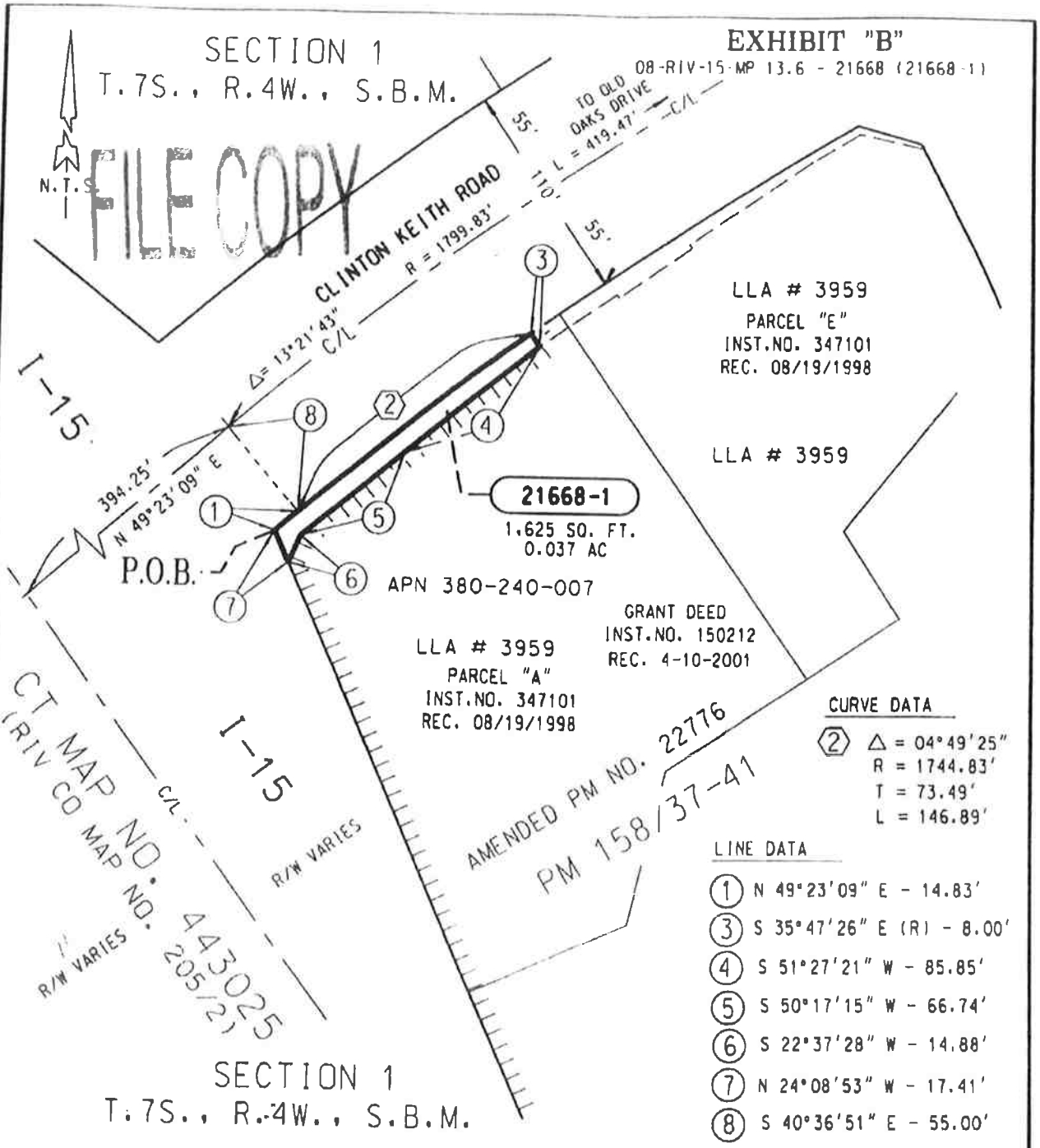
DATE: 12/10/09

FILE COPY

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
Exp. 12-31-10
STATE OF CALIFORNIA

EXHIBIT "B"

08-RIV-15-MP 13.6 - 21668 (21668-1)



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NO. 8455
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STATE OF CALIFORNIA
FILE COPY

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 21668-1
PROJECT: I-15 / CLINTON KEITH ROAD	PREPARED BY: DOD
	SCALE: N.T.S.
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	W.O. NO.: A2-0264
APPROVED BY: Timothy F. Rayburn DATE: 12/10/09	SHEET 1 OF 1 SHEET

FILE COPY

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0264-002A

SEE ATTACHED EXHIBIT "B"

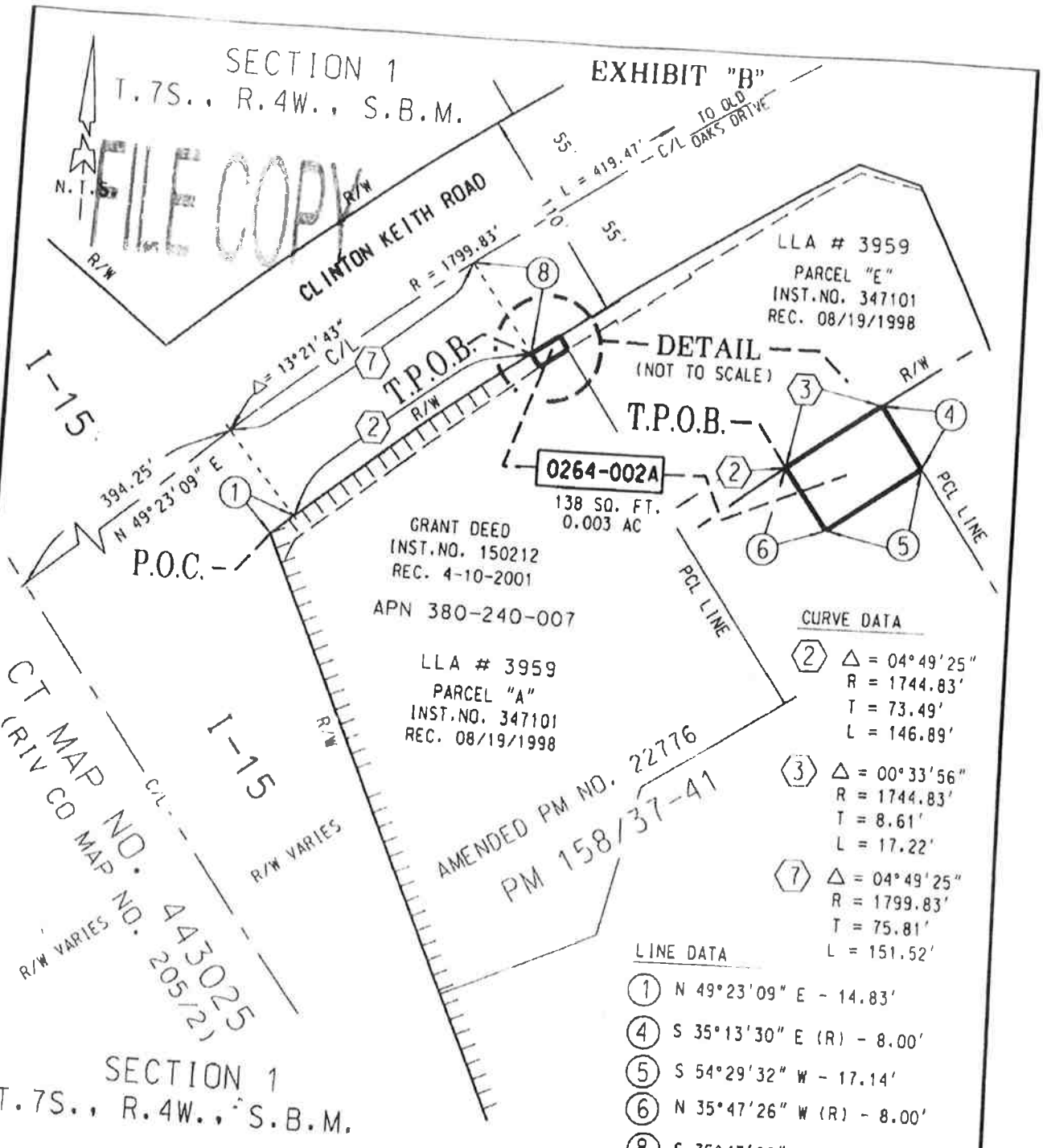
APPROVED BY: Timothy F. Ray

DATE: 12/10/09

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8465
Exp. 12-31-10
STATE OF CALIFORNIA

FILE COPY

EXHIBIT "B"



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INDICATES RESTRICTED ACCESS

LICENSED LAND SURVEYOR TIMOTHY F. RAYBURN No. 8455 Exp. 12-31-10 STATE OF CALIFORNIA

FILE COPY

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0264-002A
PROJECT: I-15 / CLINTON KEITH ROAD	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
APPROVED BY: Timothy F. Rayburn DATE: 12/10/09	W.O. NO.: A2-0264
	SHEET 1 OF 1 SHEET

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

March 30, 2010

Steve Kwak
18975 Pelham Way
Yorba Linda, CA 92886

VIA CERTIFIED U.S. MAIL
Receipt # 7008 3230 0000 8948 6567

RE: Offer to Acquire Property Rights
I-15 Clinton Keith Interchange Project – ACQ File: 09-04-04 Wildomar, California
Riverside County Assessor's Parcel Number(s): 380-240-054

Dear Property Owner:

As you are aware, the County of Riverside, in cooperation with the City of Wildomar (City) is proposing to reconstruct the current two-lane I-15/Clinton Keith Road with a six-lane facility and adding limited length auxiliary lanes on I-15 prior to and after the exit and entrance ramps. The reconstruction of the interchange will utilize the existing diamond interchange configuration. The proposed road project will affect your property identified as Riverside County Assessor Parcel Number 380-240-054 and is scheduled to commence within two years after the acquisition of your property.

It is the desire of the City to acquire private property through voluntary purchase if possible. While the City has the power of eminent domain, condemnation has not been authorized with respect to the subject property as of this date.

A review of public records indicates you are the owner of record of the property the City is considering acquiring for this project. Specifically, a 4,977 square foot area of your property is needed to construct the road improvements along Clinton Keith Road. The Real Property Interests needed for the Project are more particularly described in Exhibits A and depicted in Exhibits B referenced in the attached Agreement for Acquisition of Fee Interest in Real Property.

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

Robert Shea Perdue, real estate appraiser with Robert Shea Perdue Real Estate Appraisal, has inspected and appraised the Property for the purpose of determining its fair market value. The appraiser has determined the fair market value of the real property interests to be acquired at $135,169.00 (One Hundred Thirty Five Thousand One Hundred Sixty Nine Dollars). Accompanying this letter is a summary of the appraisal report, which is the basis for establishing the fair market value of the property.

Based upon the fair market value, the City is hereby offering to purchase the Real Property Interests for $135,169.00. The amount offered by the City is contingent upon acceptance by the various interest holders, if any, and would be allocated amongst those parties claiming a valid interest in the Property.

While staff proposes to recommend the acquisition of the Real Property Interests, no decision to acquire can be made until the City Council for the City formally acts to approve this acquisition. Nothing in this letter is meant to pre-commit the City Council or otherwise limit the options available to it. Consequently this offer, if accepted and the acquisition of the Real Property Interests require the City Council to ratify this offer by authorizing the City Manager to execute the Purchase Contract.

Please be advised that this letter, the offer and all other matters stated herein are made under the provisions of California Evidence Code Section 1152 and 1154, Section 1255.060 of the Code of Civil Procedure, and Sections 7267.1 and 7267.2 of the Government Code, and shall not be admissible in evidence in any eminent domain proceeding which may subsequently be instituted for acquisition of the subject property, or in any other action.

The City has retained Interwest Consulting Group to assist in the acquisition of the Property. Please contact John F. Almazán at (916) 214-5742 to further discuss this offer. We look forward to working with you cooperatively on this transaction.

Sincerely,

for John Alm

Julie Cline
Real Estate Manager
City of Wildomar

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

cc: John F. Almazán – Interwest Consulting Group, Senior Real Property Agent

Attachments:
-Agreement for Acquisition of Fee Interest
-Appraisal Summary Statement
-Summary Statement Relating to the Purchase of Real Property or an Interest Therein
-Conveyance Deeds

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

File No.: ACQ 09-04-04
Project: I-15/Clinton Keith Interchange Project
Parcel No: 21667-1
Escrow #: 11653955
Title Company: Lawyers Title
Date of Preliminary Title Report: February 10, 2010

Grantor: **Hose Kim and Seongmee Kim, husband and wife as joint tenants as to an undivided 50% interest And Kwansoo Kwak and Misung Kwak, a husband and wife as joint tenants as to an undivided 50% interest, all as tenants in common**

Grantee: **CITY OF WILDOMAR, a Municipal Corporation**

AGREEMENT FOR ACQUISITION OF FEE INTEREST IN REAL PROPERTY

WHEREAS, the above-named Grantor(s) ("Grantor") owns that certain real property located in the City of Wildomar, County of Riverside, State of California legally described in the Legal Description identified as Exhibit "A" and depicted on the Plat Map identified as Exhibit "B", attached hereto and made a part hereof ("Property"); and

WHEREAS, Grantor intends to convey to the City of Wildomar ("City") and the City intends to acquire from Grantor a Fee Simple Interest ("Fee Title") to the Property for the purpose of constructing the I-15/ Clinton Keith Interchange Project, pursuant to the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the payment and other obligations set forth below, Grantor and City mutually agree as follows:

1. Execution and Delivery to Escrow

City shall open an escrow with the title company identified above ("Escrow Holder") by delivery of a fully executed copy of this Agreement. Upon full execution of this Agreement by the parties ("Effective Date"), Grantor shall execute and notarize the Grant Deed, in the form of Exhibit "C" respectively, attached hereto and made a part hereof.

2. Payment; No Encumbrances; Taxes; Title and Condition Of Property

A. Purchase Price.

City shall tender payment to the Escrow Holder in the amount of One Hundred Thirty Five Thousand One Hundred Sixty Nine ($135,169.00) Dollars ("Purchase Price"), which is specifically agreed by the parties to be the full amount of compensation due and owing to Grantor for conveyance of the Fee Title to the City.

B. Property Interest Free of Encumbrances.

Grantor agrees and covenants that fee title to the Property shall be conveyed to City free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments or other security interests of any kind (collectively, "Encumbrances"), and that

Grantor at Grantor's expense shall take all actions necessary to remove any and all Encumbrances prior to, and as an express condition precedent to, the Close of Escrow.

C. Taxes

Taxes for the fiscal year in which the escrow closes shall be cleared and paid for in the manner required by Section 5086 of the Revenue and Taxation Code. As a deduction from the amount shown in Section 2A, above, the City shall be authorized to pay any delinquent taxes due in any fiscal year, except the fiscal year in which this escrow closes, together with penalties and interest thereon; and

D. No Removal of Easements or Rights of Way; Condition of Title

Grantor shall not be required to remove: (i) easements or rights-of-way for public roads or public utilities, if any; and (ii) items specifically identified on "Title Exceptions" identified as Exhibit "D", attached hereto, if any. It shall be a condition to the Close of Escrow and a covenant of Grantor that title to the Property shall be conveyed to City by Grantor via the Grant Deed, subject only to the "Title Exceptions" identified as Exhibit "D" attached hereto, if any; and

E. No Changes

Grantor warrants and covenants that, at the Close of Escrow, there shall have been no material adverse changes in the physical or financial condition of the Property and there shall have been no material adverse change in the financial condition of Grantor or any general partners of Grantor. Grantor further covenants and agrees that, following execution of this Agreement and during the term of this Escrow, Grantor will not cause or permit any liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way, or other matters affecting title on the Property to appear of record or be revealed other than those identified on "Title Exceptions" identified as Exhibit "D", attached hereto, if any, and any such liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way, or other matters affecting title on the Property must be eliminated to City's satisfaction by Grantor prior to the Close of Escrow as a condition to the Close of Escrow for City's benefit.

3. Just Compensation; Waiver and Release

A. Grantor agrees that performance of this Agreement by City, including the payment recited in Section 2A, above, shall constitute full and fair compensation and consideration for any and all claims that Grantor, and its successors and assigns, may have against City by reason of the acquisition, improvement, possession, use and/or occupancy of the Property, and Grantor, on behalf of itself and its successors and assigns, hereby knowingly and voluntarily waives, and expressly releases and discharges City, and any and all of City's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from liability in regard to, any and all such claims, including claims for severance or taking compensation or damages to the remainder not taken on account of the acquisition of the Property or the location, establishment, construction and/or operation of the above-named Project. This waiver and release shall survive the Close of Escrow.

B. The foregoing waiver and release shall include the waiver and release of any and all rights or claims that Grantor has, may have or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation; except as provided herein. Grantor, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges City, and any and all of City's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from liability in regard to any claims for the following: relocation assistance or benefits, if any, to which Grantor may be entitled pursuant to applicable State, Federal or local laws or regulations , precondemnation damages, lost business goodwill, lost profits, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback from City, or receive any financial gain from, the City's sale of any portion of the Property, any right to challenge City's adoption of a resolution of necessity, any right to receive any notices required for a new or reauthorization resolution or for a right of first refusal , and litigation expenses, attorney's fees and/or costs. This waiver and release shall survive the Close of Escrow. Grantor is aware of and understands all potential benefits to which he/she/it is otherwise entitled and has had the opportunity to discuss potential benefits with representatives of the City and with legal counsel of his/her/its choice.

4. Waiver under Section 1542

The parties intend that this Agreement will result in a full, complete, and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Property by the City, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which a party is, or may be, entitled is intended to be full and complete. Accordingly,

A. Grantor hereby waives any and all rights or benefits arising from and/or related to the City's acquisition, possession and/or use of the Property that it may have under section 1542 of the Civil Code of the State of California which provides:

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

B. The Grantor represents and warrants that he/she/it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of their choice.

5. Title Insurance

City may obtain a CLTA extended coverage Grantor's policy of title insurance in the amount of the Purchase Price insuring that clear title to the Property is vested in City upon recording of the Grant Deed.

6. Escrow

Unless extended by the mutual agreement of the parties, the escrow shall close within ninety (90) days after the Effective Date of this Agreement and shall be the date the Grant Deed is recorded in the Recorder's Office for Riverside County ("Close of Escrow"); provided that if a Resolution or

Resolutions of Necessity are required in order to condemn any property required for the above-named Project, the escrow shall not close prior to the adoption of the Resolution(s) of Necessity by the City Council. Nothing stated in this Agreement is intended to dictate, preclude, or limit, in any way, the City's exercise of its discretion in determining whether or not to adopt a Resolution of Necessity. If a Resolution or Resolutions of Necessity are required and the City Council does not adopt the Resolution(s), this Agreement may, at City's election, be deemed cancelled and of no force and effect, in which event both parties shall be released from any and all liability to each other of any sort or nature relating to this acquisition or the Project, and all amounts deposited in escrow by City shall be returned forthwith to City by the Escrow Holder.

A. The Escrow Holder may expend any or all monies payable under this Agreement and deposited into escrow to discharge any obligations which are liens upon the Property, including, but not limited to, those arising from judgments, assessments, delinquent taxes for other than the fiscal year in which the escrow closes, or debts secured by deeds of trust or mortgages, and/or to defray any other incidental costs other than those specified in Section 2D hereof to be borne by the City. The Escrow Holder shall release payment to Grantor, return any credited amounts to City, and record the Grant Deed in the Recorder's Office for Riverside County upon the Close of Escrow. Title to the Property shall pass to City immediately upon Close of Escrow.

B. This Agreement may serve in whole or in part as escrow instructions. The issuance of any further escrow instructions shall be the sole responsibility of City. The Grantor agrees to execute such additional documents as may be reasonably necessary to consummate the purchase and sale herein contemplated.

7. Fees

The City shall pay all escrow, recording, and title insurance fees incurred in this transaction.

8. Possession and Use of the Property Pending Close of Escrow

Upon execution of this Agreement for Acquisition of Fee Interest in Real Property, the City shall have the immediate right of possession and use of the Property including the right to remove and dispose of improvements and construct the above-named Project commencing on the Effective Date; provided that City makes no representation that the Project shall be constructed, and no liability or obligation whatsoever shall be incurred by City by reason of any failure to construct the Project for any reason. If, after the City takes possession, the Property subsequently is not acquired by City for any reason, City shall restore the Property to the condition existing prior to the City's possession or use hereunder as set forth in Exhibit "F" attached hereto, unless otherwise agreed by the parties.

9. Eminent Domain

A. It is mutually understood that the acquisition of the Property by City is for a public purpose, and therefore, the Property is otherwise subject to taking by the power of eminent domain. The acquisition by and through this Agreement is in lieu of City's exercise of the power of eminent domain.

B. If any eminent domain action that includes the Property, or any portion thereof, has been filed by the City and after said filing the Grantor subsequently agrees and consents to the dismissal of said action, then the Grantor hereby waives any and all claims to any money

that may have been deposited in any Court or with the State Treasurer in any such action and waives any and all claims for damages, costs, or litigation expenses, including attorney's fees, arising by virtue of the abandonment of the action pursuant to Section 1268.510 of the California Code of Civil Procedure.

10. Amendment

This agreement may be modified, changed, or rescinded only by an instrument in writing executed by the parties hereto.

11. No Leases

Grantor warrants that there are no leases, tenants or occupants except as disclosed on Exhibit "E" attached hereto, on all or any portion of the Property, and the Grantor further agrees to indemnify and hold the City harmless and reimburse the City for any and all of its losses and expenses occasioned by reason of any tenant, lease or occupant of all or a portion of the Property other than what is disclosed on Exhibit "E." Grantor further agrees to indemnify and hold City harmless and reimburse the City for any payment of relocation expenses made to any tenant, lessee or occupant not disclosed on Exhibit "E." Grantor agrees not to assign, transfer or sell to any third party any right, title or interest Grantor has in the Property. The parties acknowledge that, upon acquisition by the City, any lease, tenancy or occupancy disclosed on Exhibit "E" shall terminate as to that part of the lease, tenancy or occupancy being acquired by the City pursuant to this Agreement.

12. Grantor's Representations

A. Grantor makes the following representations and warranties:

i. Grantor certifies that it owns full legal title to the Property, and has full power and authority to convey all property rights described herein to City.

ii. This Agreement constitutes a legal, valid, and binding obligation of Grantor enforceable in accordance with its terms.

iii. To the best of Grantor's knowledge there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, or any portion thereof, or pending or threatened against Grantor which could (i.) affect Grantor's title to the Property, or any portion thereof, (ii.) affect the value of the Property, or any portion thereof, or (iii.) subject any Grantor of the Property, or any portion thereof, to liability.

iv. To the best of Grantor's knowledge, there are no uncured notices, which have been served upon Grantor from any governmental agency notifying Grantor of any violations of law, ordinance, rule, or regulation, which would affect the Property, or any portion thereof.

v. There are no Hazardous Substances (as defined below), or storage tanks containing Hazardous Substances, in, on, under, or about the Property.

vi. To the best of Grantor's knowledge, there has been no production, storage, disposal, presence, observance, or release of any Hazardous Substances in, on, under, or about the Property.

vii. The Grantor and the Property are not in violation of any federal, state, or local law, ordinance, regulation, order, decree, or judgment relating to Hazardous Substances and/or environmental conditions in, on, under, or about the Property.

viii. To the best of Grantor's knowledge, there are no notices or other information giving Grantor reason to believe that any conditions existing on the Property or in the vicinity of the Property subject or could subject any Grantor of the Property to potential liabilities under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement that pertains to the regulation of Hazardous Substances and/or the protection of public health and safety and/or the environment, including, but not limited to, the ambient air, soil, soil vapor, groundwater, surface water or land use.

ix. To the best of Grantor's knowledge, there are no violations of any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement that pertains to the regulation of Hazardous Substances and/or the protection of public health and safety or the environment, including, but not limited to, the ambient air, soil, soil vapor, groundwater, surface water or land use, nor of any legal, administrative or other action or proceeding, pending or threatened, affecting the Property and relating to Hazardous Substances and/or environmental compliance.

x. To the best of Grantor's knowledge, there is no license, permit, option, right of first refusal, or other agreement, written or oral, which affects the Property or any portion thereof.

xi. To the best of Grantor's knowledge conveyance of the property rights described herein will not constitute a breach or default under any agreement to which Grantor is bound and/or to which the Property is subject.

B. Each of the above warranties and representations is material and is relied upon by City separately and collectively. Each of the above representations shall be deemed to have been made as of the date that the Grant Deed is recorded, and shall survive the recording of the Grant Deed by a period of two years following the date that the Grant Deed is recorded. If, before the recording of the Grant Deed Grantor discovers any information or facts that would materially change any of these warranties and representations, Grantor shall immediately give notice in writing to City of such facts and information. If any of the foregoing warranties and representations cease to be true before the recording of the Grant Deed, the City may, at its unfettered discretion, either cancel and terminate this Agreement or give the Grantor the option to remedy the problem before the recording of the Grant Deed or deduct from the payments required by Section 2B, above, as a credit to City, in an amount as determined by the City reasonably required to remedy the problem.

13. Hazardous Substances

A. Liability for Hazardous Substance

The parties acknowledge, understand, and agree that any liability associated with the presence of any Hazardous Substances, as defined below, on or adjacent to any portion of the Property shall be governed by the provisions of Section 14 below, regardless of whether any inspection, examination, sampling, testing, assessment, or other investigation is conducted by City.

"Hazardous Substance(s)" includes, but is not limited to, any hazardous or toxic substance, material or waste, or any solid waste, pollutant, or contaminant that is:

(i) Regulated by any local governmental agency, the State of California or the United States Government; (ii) defined as such in any federal, State, or local statute, ordinance, rule, or regulation applicable to the property, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (Title 42 United States Code sections 9601-9675), the Resource Conservation and Recovery Act (Title 42 United States Code sections 6901-6992k), the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code sections 25330-25395), and the Hazardous Waste Control Law (California Health and Safety Code sections 25100-25250.25); (iii) listed in the United States Department of Transportation Table (49 CFR § 172.101) or by the Environmental Protection Agency, or listed as hazardous substances by any equivalent State of California or local governmental agency, or any successor agency (40 CFR Part 302); (iv) asbestos or asbestos containing material; (v) radon gas; (vi.) petroleum or petroleum fractions; (vii) any explosive substances (viii) polychlorinated biphenyl; (ix) a radioactive material, and (x) per chlorate.

14. Indemnification

A. Each party (hereafter the "Indemnifying Party") agrees and covenants to indemnify, defend (with counsel acceptable to the other party) each other party (hereinafter "Indemnified Party'), which consent shall not be unreasonably withheld), and hold the Indemnified Party, and its officers, employees and agents, harmless from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside counsel or the City Attorney), causes of action, claims, or judgments that arise by reason of any death, bodily injury, personal injury, property or economic damage, or violation of any law or regulation, or damage to the environment, including ambient air, soil, soil vapor, groundwater, or surface water, and resulting from or in any way connected with:

i. any acts or omissions related to the performance of this Agreement;(ii) any breach of this Agreement, or; (iii.) the occupancy or use of the Property (including, but not limited to, the use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about any portion of the Property), by the Indemnifying Party, its officers, employees, agents, engineers, contractors or subcontractors, or any other person or entity employed by or acting on their behalf.

B. The parties further agree and understand as follows: a party does not, and shall not be deemed to, waive any rights against the other party which it may have by reason of the aforesaid indemnity and hold harmless agreement because of any insurance coverage available; the scope of the aforesaid indemnity and hold harmless agreements are to be construed broadly and liberally to provide the maximum coverage in accordance with their terms; no specific term or word contained in this Section shall be construed as a limitation on the scope of the indemnification and defense rights and obligations of the parties unless specifically so provided. The provisions of this Section shall survive the recording of any deeds hereunder.

15. Attorney Fees

Either party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and the prevailing party in such suit or proceeding shall be entitled to recover from the other party reasonable costs and expenses, including attorney's fees.

16. Notices

Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to the following address:

To City:
City of Wildomar
Public Works Department
Development Services
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Attention: Real Property Acquisition

To Grantor:
Steve Kwak
18975 Pelham Way
Yorba Linda, CA 92886

17. Recording

Either party may record this Agreement in the Recorder's Office for Riverside County.

18. Binding on Successors

This Agreement shall be binding on and shall inure to the benefit of the City and Grantor, and their respective successors, assigns, and transferees, and their past, present and future officers, employees and agents; provided that this Agreement may only be assigned with the written consent of both parties, and any attempt to assign this Agreement without such consent shall be void.

19. Brokers

Grantor and City each warrant to the other that no person or entity can properly claim a right to a commission, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. If any broker or finder makes any claim for a commission or finder's fee, the party through which the broker or finder makes such claim shall indemnify, defend and hold the other party harmless from all liabilities, expenses, losses, damages or claims (including the indemnified party's reasonable attorneys' fees) arising out of such broker's or finder's claims.

20. Time of Essence

Time is of the essence for each condition, term, and provision in this Agreement.

21. Waivers

No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving party.

22. Severability

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

23. Construction

Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement.

24. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action arising under or related to this Agreement shall be brought and prosecuted in the Riverside County Superior Court.

25. Special Provisions

The Special Provisions attached hereto as Exhibit "F," if any, are hereby incorporated, and made a part of this Agreement by this reference. In the event of any conflict or inconsistency between this Agreement and the Special Provisions, the terms of the Special Provisions shall prevail.

26. Entire Agreement

The parties have herein set forth the whole of their Agreement. All prior oral discussions, representations, and/or agreements, if any, are specifically superseded by this Agreement, which is intended by the parties to contain all of the terms and conditions agreed to by them with regard to acquisition of the Property by City.

27. Authority

Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

GRANTOR(S):

Hose Kim and Seongmee Kim, husband and wife as joint tenants as to an undivided 50% interest And Kwansoo Kwak and Misung Kwak, a husband and wife as joint tenants as to an undivided 50% interest, all as tenants in common

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

By: _____

Print: _____

Title: _____

GRANTEE:

CITY OF WILDOMAR
a Municipal Corporation

Date: _____

By: _____
Frank Oviedo, City Manager

RECOMMENDED FOR APPROVAL:

Date: _____

By: _____
John F. Almazan

APPROVED AS TO FORM:

Date: _____

By: _____
Julie Biggs, City Attorney

ATTEST:

Date: _____

By: _____
Debbie Lee, City Clerk

***Note:** *If Grantor is a corporation, the following* <u>*two*</u> *signatures are required: (1) the first signature by either the Chairman of the Board, the President, or any Vice President of the corporation; and (2) the second signature by either the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of the corporation.*

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 1 AS SHOWN ON AMENDED PARCEL MAP NUMBER 22776 ON FILE IN BOOK 158, PAGES 37 THROUGH 41, INCLUSIVE OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CLINTON KEITH ROAD (55.00 FOOT HALF-WIDTH) AND THE CENTERLINE OF INTERSTATE 15 AS SHOWN ON CALTRANS MAP NUMBER 443025, ALSO SHOWN ON RIVERSIDE COUNTY MAP NUMBER 205, PAGE 002, ON FILE IN THE OFFICE OF COUNTY SURVEYOR, RIVERSIDE COUNTY, CALIFORNIA;

THENCE N 49°23'09" E, ALONG SAID CENTERLINE OF CLINTON KEITH ROAD, A DISTANCE OF 394.25 FEET;

THENCE N 40°36'51" W, A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CLINTON KEITH ROAD, SAID POINT BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1854.83 FEET;

THENCE S 49°23'09" W, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1.29 FEET TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 15;

THENCE N 52°26'56" W, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 56.63 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 1, BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING N 52°26'56" W, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15, ALSO BEING THE SOUTHWESTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 25.11 FEET;

THENCE N 58°46'26" E, A DISTANCE OF 186.62 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 1;

THENCE S 17°33'57" E ALONG SAID EASTERLY LINE A DISTANCE OF 33.45 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 1;

THENCE S 61°50'35" W ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 169.87 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 4,977 SQUARE FEET, OR 0.114 ACRES, MORE OR LESS.

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A STATE HIGHWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY IN AND TO SAID STATE HIGHWAY.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCES.

08-RIV-15-MP 13.6-21667 (21667-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 12/10/09

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

EXHIBIT "B"

08-RIV-15-MP 13.6-21667 (21667-1)

N.T.S.

AMENDED PM 22776
PM 158/37-41

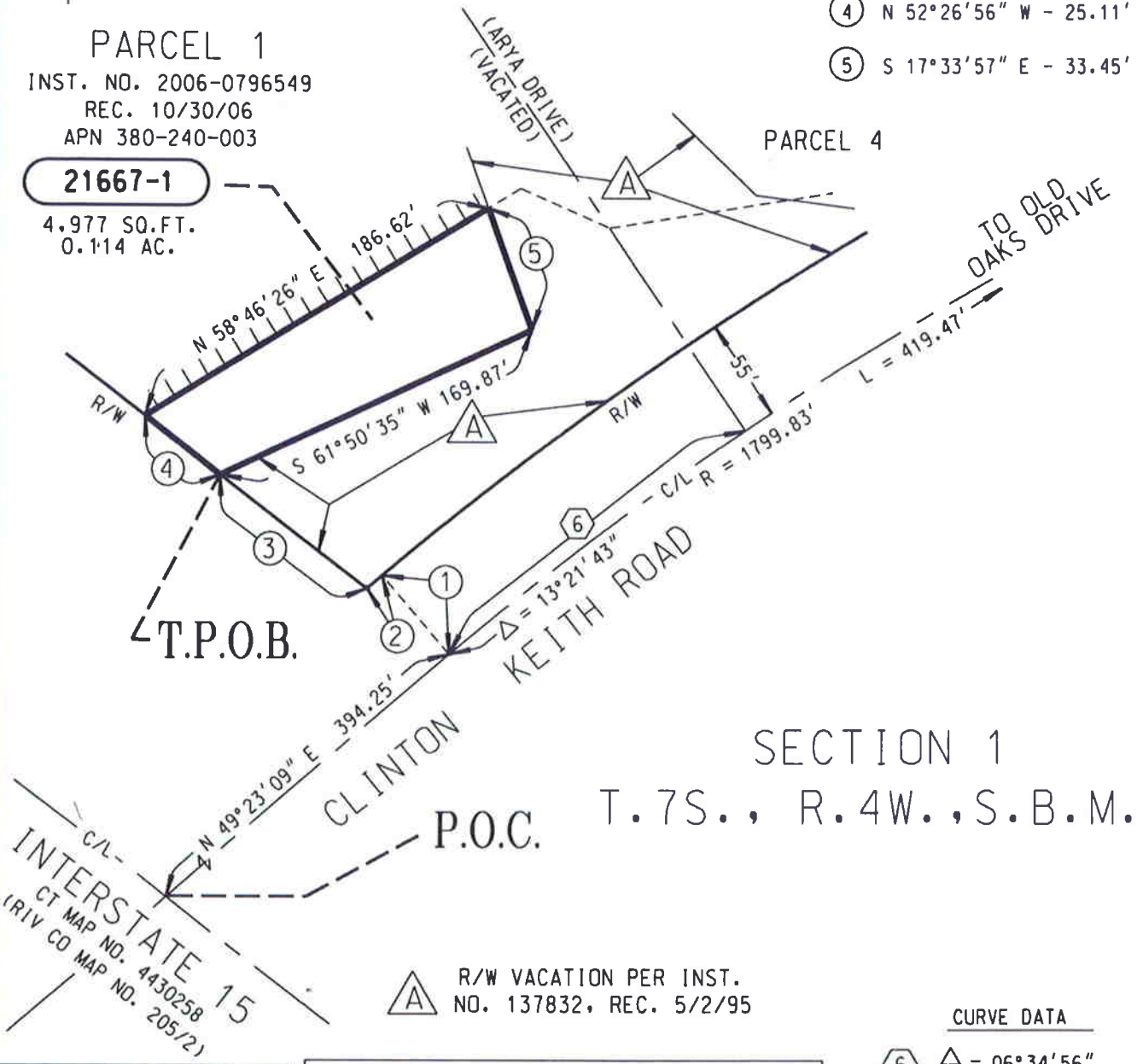
PARCEL 1
INST. NO. 2006-0796549
REC. 10/30/06
APN 380-240-003

21667-1

4.977 SQ.FT.
0.114 AC.

LINE DATA

1. N 40°36'51" W - 55.00'
2. S 49°23'09" W - 1.29'
3. N 52°26'56" W - 56.63'
4. N 52°26'56" W - 25.11'
5. S 17°33'57" E - 33.45'



SECTION 1
T.7S., R.4W., S.B.M.

A R/W VACATION PER INST. NO. 137832, REC. 5/2/95

CURVE DATA

6. Δ = 06°34'56"
R = 1799.83'
L = 206.77'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 21667-1
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: AM
	SCALE: N.T.S.
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F Rayburn DATE: 12/10/09	SHEET 1 OF 1

EXHIBIT "C"

NO FEE DOCUMENT
Government Code §6103 & §27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
CITY OF WILDOMAR
23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595

The Above Space For Recorder's Use Only

OK to Accept: _____

Date: _____

Project Name: I-15 Clinton Keith Interchange

Address: North side of Clinton Keith Road, east of I-15
APN: 380-240-054
Project No.: 21667-1
Title Order No. 11653955
Escrow No. 11653955-10

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT DEED

(FOR RIGHT OF WAY PURPOSES)

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, **Hose Kim and Seongmee Kim, husband and wife as joint tenants as to an undivided 50% interest And Kwansoo Kwak and Misung Kwak, a husband and wife as joint tenants as to an undivided 50% interest, all as tenants in common** ("GRANTOR"), hereby grants to the **CITY OF WILDOMAR**, a municipal corporation, all that real property situated in the City of Wildomar, County of Riverside, State of California, described as follows:

See Exhibit A, legal description, and Exhibit B, plat to accompany legal description, attached hereto and made a part hereof.

Executed this _____ day of _____, 20_____

Mail Tax Statements To:
Finance Department
City of Wildomar
23873 Clinton Keith Rd
Ste 201
Wildomar, CA 92595

EXHIBIT "C"

Hose Kim and Seongmee Kim, husband and wife as joint tenants as to an undivided 50% interest And Kwansoo Kwak and Misung Kwak, a husband and wife as joint tenants as to an undivided 50% interest, all as tenants in common

By: _____
[Name of Signatory]

Printed: _____

Title: _____

By: _____
[Name of Signatory]

Printed: _____

Title: _____

Mail Tax Statements To:
Finance Department
City of Wildomar
23873 Clinton Keith Rd
Ste 201
Wildomar, CA 92595

EXHIBIT "D"

Title exceptions that will not be removed, if any, as noted in preliminary title report dated February 10, 2010: # 1

NO ADDITIONAL ITEMS TO BE IDENTIFIED

EXHIBIT "E"

Leases

NONE

EXHIBIT "F"
Special Provisions

Reconstruction of Grantor's Remainder Property

City and its authorized agents and contractor are hereby granted permission to enter onto Grantor's remainder property to reconstruct Grantor's driveways, walkways, lawn and landscaped areas, (hereinafter referred to as "Remainder"), as necessary to conform same to the street frontage improvements, including re-grading and replanting any affected lawn and landscaped areas. The cost of such reconstruction of the Remainder property shall be borne by City, at no expense to Grantor. Such reconstruction shall be done at a time and in a manner, which the City, in its sole discretion, deems most appropriate for project purposes. Upon completion of such reconstruction, any reconstruction shall hereinafter by considered Grantor's sole property and Grantor will be solely responsible for all maintenance and repair thereto.

CITY OF WILDOMAR

SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

The City of Wildomar (City) is proposing to purchase real property or interests therein in connection with the construction of the **I-15/Clinton Keith Interchange Project** and related improvements and appurtenances.

Your property located the north side of Clinton Keith Road, east of I-15, Wildomar , CA, is within with the project area and identified by your County Assessor as Parcel No. 380-240-054.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines require that you, as an owner from whom a public agency proposes to purchase real property or an interest therein or as a tenant owning improvements on the property must be provided with at a minimum, a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment of the probable amount of just compensation prior to vacating the real property being acquired unless you have heretofore waived such entitlement. In the event of any voluntary purchase or sale of the property or interests, you would not be required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes allocable to any period following the passage of title or possession.

2. The City will offer to purchase any remnant(s), if any, considered by the City to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and which is/are contiguous to the land being conveyed.

3. All buildings, structures and other improvements affixed to the land described in the referenced document(s) covering this transaction, and which are owned by you as the owner or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The real property interest(s) proposed to be acquired is: Fee. The property being purchased comprises 4,977 square feet and is described in the attached deed and outlined in color on the attached map.

4. The market value of the property proposed to be acquired is based upon a market value appraisal which is included in the attached Appraisal OR summarized on the attached Valuation Summary Statement, and such amount:

   A. Represents the full amount of the appraisal of just compensation for the property proposed to be purchased;

   B. Is not less than the approved appraisal of the fair-market value of the property as improved;

   C. Disregards any decrease or increase in the fair market value of the real property proposed to be acquired prior to the date of valuation which might be caused by the Project itself or by the likelihood that the property would be acquired for or in connection with the Project, other than that due to physical deterioration within the reasonable control of the owner or occupant; and

   D. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the City.

5. Pursuant to Code of Civil Procedure Section 1263.025 should you elect to obtain an independent appraisal, the City will pay for the actual reasonable costs up to Five Thousand ($5,000) Dollars subject to the following conditions:

   A. You, not the City, must order the appraisal. Should you enter into a contract with the selected appraiser, the City will not be a party to the contract;

   B. The selected appraiser is licensed with the Office of Real Estate Appraisers (OREA);

   C. Appraisal cost reimbursement must be made in writing, and submitted to the City at 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595; Attn: Real Property Acquisition, within ninety (90) days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and the invoice for the completed

work by the appraiser must be provided to the City concurrent with the submission of the written request. The costs must be reasonable and justifiable.

6. If you are the owner of a business conducted on a property proposed to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, you may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the owner and/or lessee's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.

7. If you ultimately elect to reject the City's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.

8. You are entitled to receive all benefits that are available through donation to the City of all or part of your interest in the real property sought to be acquired by the City as set out in Streets and Highways Code Sections 104.2 and 104.12.

NO FEE DOCUMENT
Government Code §6103 & §27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
CITY OF WILDOMAR
23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595

The Above Space For Recorder's Use Only

OK to Accept: _____

Date: _____

Project Name: I-15 Clinton Keith Interchange

Address: North side of Clinton Keith Road, east of I-15
APN: 380-240-054
Project No.: 21667-1
Title Order No. 11653955
Escrow No. 11653955-10

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT DEED

(FOR RIGHT OF WAY PURPOSES)

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, **Hose Kim and Seongmee Kim, husband and wife as joint tenants as to an undivided 50% interest And Kwansoo Kwak and Misung Kwak, a husband and wife as joint tenants as to an undivided 50% interest, all as tenants in common** ("GRANTOR"), hereby grants to the **CITY OF WILDOMAR**, a municipal corporation, all that real property situated in the City of Wildomar, County of Riverside, State of California, described as follows:

See Exhibit A, legal description, and Exhibit B, plat to accompany legal description, attached hereto and made a part hereof.

Executed this _____ day of _____, 20_____

Mail Tax Statements To:
Finance Department
City of Wildomar
23873 Clinton Keith Rd
Ste 201
Wildomar, CA 92595

Hose Kim and Seongmee Kim, husband and wife as joint tenants as to an undivided 50% interest And Kwansoo Kwak and Misung Kwak, a husband and wife as joint tenants as to an undivided 50% interest, all as tenants in common

By: _____
[Name of Signatory]

Printed: _____

Title: _____

By: _____
[Name of Signatory]

Printed: _____

Title: _____

Mail Tax Statements To:
Finance Department
City of Wildomar
23873 Clinton Keith Rd
Ste 201
Wildomar, CA 92595

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 1 AS SHOWN ON AMENDED PARCEL MAP NUMBER 22776 ON FILE IN BOOK 158, PAGES 37 THROUGH 41, INCLUSIVE OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CLINTON KEITH ROAD (55.00 FOOT HALF-WIDTH) AND THE CENTERLINE OF INTERSTATE 15 AS SHOWN ON CALTRANS MAP NUMBER 443025, ALSO SHOWN ON RIVERSIDE COUNTY MAP NUMBER 205, PAGE 002, ON FILE IN THE OFFICE OF COUNTY SURVEYOR, RIVERSIDE COUNTY, CALIFORNIA;

THENCE N 49°23'09" E, ALONG SAID CENTERLINE OF CLINTON KEITH ROAD, A DISTANCE OF 394.25 FEET;

THENCE N 40°36'51" W, A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CLINTON KEITH ROAD, SAID POINT BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1854.83 FEET;

THENCE S 49°23'09" W, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1.29 FEET TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 15;

THENCE N 52°26'56" W, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 56.63 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 1, BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING N 52°26'56" W, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15, ALSO BEING THE SOUTHWESTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 25.11 FEET;

THENCE N 58°46'26" E, A DISTANCE OF 186.62 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 1;

THENCE S 17°33'57" E ALONG SAID EASTERLY LINE A DISTANCE OF 33.45 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 1;

THENCE S 61°50'35" W ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 169.87 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 4,977 SQUARE FEET, OR 0.114 ACRES, MORE OR LESS.

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A STATE HIGHWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY IN AND TO SAID STATE HIGHWAY.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCES.

08-RIV-15-MP 13.6-21667 (21667-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 12/10/09

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

EXHIBIT "B"

08-RIV-15-MP 13.6-21667 (21667-1)

N.T.S.

AMENDED PM 22776
PM 158/37-41

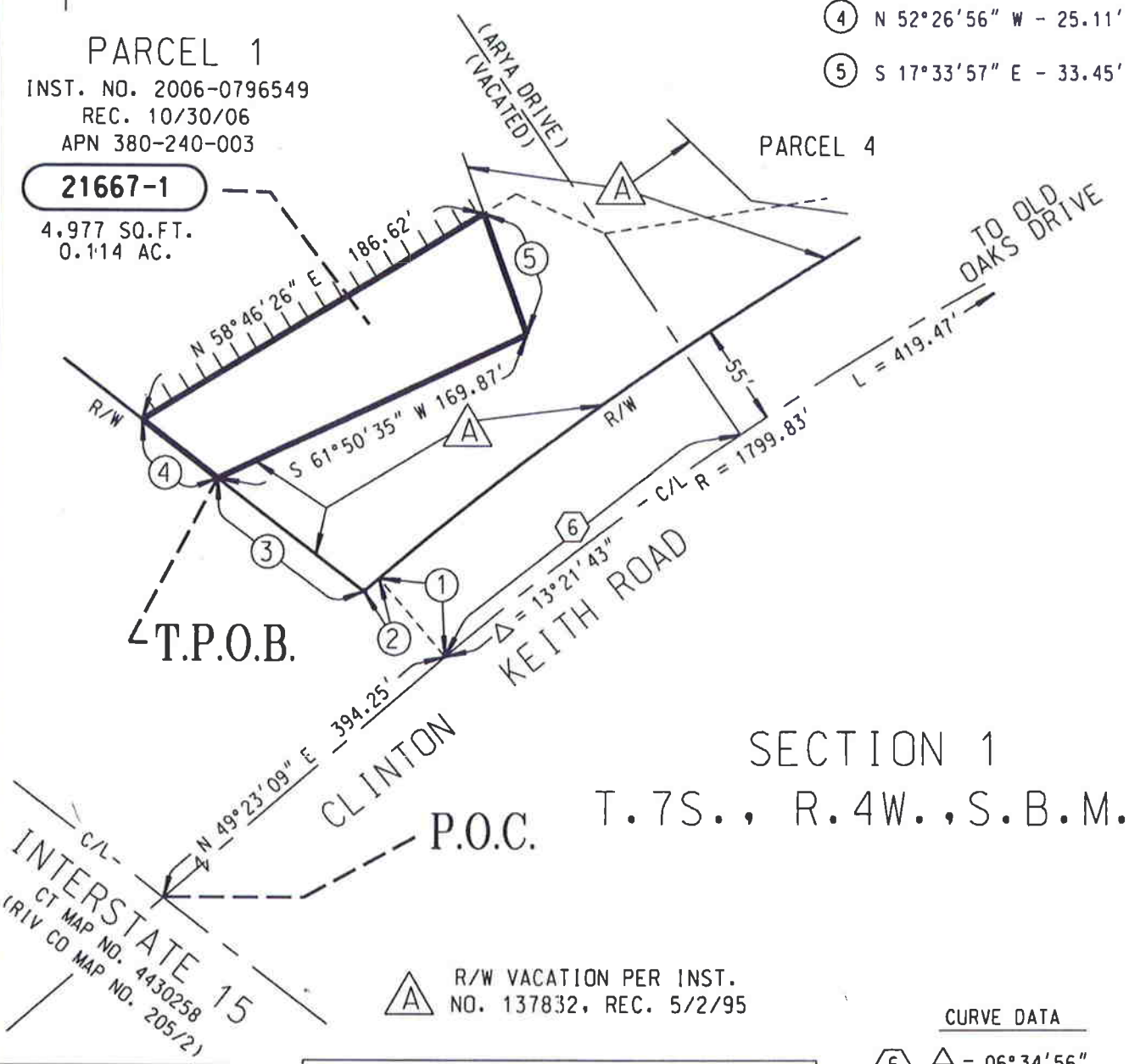
PARCEL 1
INST. NO. 2006-0796549
REC. 10/30/06
APN 380-240-003

21667-1

4,977 SQ.FT.
0.114 AC.

LINE DATA

1. N 40°36'51" W - 55.00'
2. S 49°23'09" W - 1.29'
3. N 52°26'56" W - 56.63'
4. N 52°26'56" W - 25.11'
5. S 17°33'57" E - 33.45'



SECTION 1
T.7S., R.4W., S.B.M.

A R/W VACATION PER INST. NO. 137832, REC. 5/2/95

CURVE DATA

6. Δ = 06°34'56"
R = 1799.83'
L = 206.77'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 21667-1
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: AM
	SCALE: N.T.S.
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F. Rayburn DATE: 12/10/09	SHEET 1 OF 1

ACKNOWLEDGMENT

State of California)
) ss
County of Riverside)

On _____, 200__ before me, _____,
(Name of Notary)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signature(s) on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
(Notary Signature)

Mail Tax Statements To:
Finance Department
City of Wildomar
23873 Clinton Keith Rd
Ste 201
Wildomar, CA 92595

SUMMARY BASIS OF VALUATION STATEMENT

Summary of the Basis for Just Compensation
Interstate 15 & Clinton Keith Interchange Project
Kim/Kwak Property - Property ID 14469

This **Appraisal Summary Statement**, which summarizes the **Basis for the Just Compensation**, has been prepared in compliance with eminent domain laws of the State of California and California Code of Civil Procedure 1255.010 (b).

BASIS OF VALUATION:

The fair market value for the property to be acquired is based upon an appraisal prepared in accordance with accepted appraisal principles and methodologies. Recent sales of comparable properties and income data (if applicable) are considered appropriate and have been utilized for subject valuation. Full consideration is given to zoning, development potential and the income the property is capable of producing, if any.

Code of Civil Procedure Section 1263.320 defines Fair Market Value as follows:

a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to be a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

Section 1263.330 provides that the fair market value shall not include an increase or decrease in value attributable to the project for which the property is to be acquired.

BASIC PROPERTY DATA:

Owner: Hose and Seongmee Kim (50%) and Kwansoo and Misung Kwak (50%)

Total Property Area: 0.65 acres (28,314 square feet)

Parcel size is based on Amended Parcel Map 22776. County assessor records list the property at 0.93 acres, and the former assessor map (which lists the property as APN 380-240-003) shows a parcel size of 1.07 acres. These larger assessor record sizes seem to include portions of the vacated Arya Drive and Clinton Keith Road (now APN 380-240-055), which have <u>not</u> in fact been quit claimed to the property owner as of the date of value. <u>Therefore, 0.65 acres is considered as the prevailing legal parcel size.</u>

Assessor's Parcel No.: 380-240-054 (formerly 380-240-003)

Property Address:	North side of Clinton Keith Road, east of the I-15 freeway in Wildomar, Riverside County, and State of California
Legal Description:	Parcel 1 of Parcel Map No. 22776, in the County of Riverside, State of California.

Public use for which the property is to be acquired:

The proposed acquisition is for the Interstate 15 and Clinton Keith Road Interchange Project.

Location and extent of property to be acquired:

The required portion of the subject larger parcel, identified as Parcel No. 21667-1, is a partial fee acquisition area of 4,977 square feet. The required portion is located along the southern boundary of the subject property (Property ID 14469). ***The acquisition excludes the vacated right-of-way which is not considered a part of the subject property.***

Interest to be acquired:	Fee Simple Interest.
Zoning:	C-P-S with a General Plan Land Use of CR-Commercial Retail, City of Wildomar, Riverside County.
Present use:	Vacant Land with a Letter of Intent (LOI) for development of a In-N-Out Burgers fast food restaurant. The LOI, however, is predicated on the delivery of a 50,000 square foot site, which is more than 20,000 square feet larger than the current size. The LOI is in its final round of counter offers and may to be finalized very soon (however, several other LOIs have been submitted to other nearby commercial sites).
Date of valuation:	February 5, 2010
Highest and best use	Development for retail project including fast food with drive-through, similar to the Letter of Intent, or hold for future development.

Summary and Conclusion of Value:

Larger Parcel	$623,000
Property To Be Acquired Fee Acquisition for Public Road Widening	$109,494
Value of the Remainder as Part of the Whole	$513,506
Severance Damages	$25,675
Benefits	$0
Net Severance Damages	$25,675
Total Fair Market Value for Property Rights to be Acquired	**$135,169**

THE FOLLOWING INFORMATION IS BASED ON THE ENTIRE SUBJECT PARCEL:

1. The sales comparison approach is based on the consideration of comparable land sales with commercial zoning in the subject market area:

   Sales Comparison Approach:

   Eight market data represent the most comparable land sale transactions within the subject market area. The parcel sizes range from 0.73 acres to 2.66 acres. The sales prices range from $10.25 to $31.20 per square foot.

   Most emphasis is placed on the market data and analysis, however, we have also considered the Letter of Intent (LOI) on the property. The LOI (although not yet finalized) calls for an as-is site with utilities within 5 feet of the property (they are currently located at the adjacent property, USA Gas). The LOI offer is for $980,000 (currently in negotiations), however, this is predicated on the seller providing a 50,000 square foot site to the buyer ($980,000 / 50,000 square feet = $19.60 per square foot).

   The subject is a well located property on a major thoroughfare in Wildomar between Temecula and Lake Elsinore. Economic constraints include the current real estate recession - housing and retail, which has led to increased vacancies and will lead to decreased rents. *Land values have begun to drop as a result.* The capital markets are not performing and financing has become a hurdle for many buyers. Many projects have been put on hold as the retail industry has been taking losses. Access is also circuitous as customers need to turn onto Arya Drive, turn left onto Catt Road and turn left through the adjacent property to the north in order to enter this property. It is, however, very well located at the freeway off-ramp with infrastructure close by. For extremely well located properties, there is still demand for fast food restaurants.

   Following adjustments for differences, the adjusted value range for the subject is $20.00 - $22.00 per square foot. Due to the location at a major freeway interchange, the benefit of stockpiled fill dirt, as well as the eminent domain nature of this valuation, we have reconciled at the high end of the range, $22.00 per square foot. Therefore, the fee simple fair market value of the subject property via the Sales Comparison Approach, as of February 5, 2010 is as follows:

   0.65 acres/28,314 sq. ft. @ $22.00 per sq. ft = **$622,908**

   Rounded to $623,000

See attached sheets for principle transactions and sales location map.

2. The cost approach is based in part on a replacement cost new of improvements less depreciation. Cost information was obtained from cost service publications and/or knowledgeable vendors. Cost Approach: Not Applicable

3. The income approach is based on an analysis of income and expenses to the property. Income Approach: Not Applicable

FAIR MARKET VALUE OF PROPERTY TO BE ACQUIRED

Fee Simple Interest

The area to be acquired in fee is necessary to accommodate the interchange project. The value of the acquisition area is based on the larger parcel ($22.00 psf) and is calculated as follows:

Partial Fee Acquisition (Parcel No. 21667-1)

4,977 sq. ft. x $22.00 per square foot x 100 % = $109,494

Total Acquisition $109,494

Severance Damages

In the partial acquisition of real estate, the most reliable measurement of severance damages is the diminution of market value to the Remainder property which results from the acquisition or construction of improvements as planned. Issues considered in this analysis include the project's impact, if any, on the Remainder Parcel's highest and best use, site utility, development potential, drainage, proximity to existing improvements, access, parking and security.

The Remainder Parcel, in the After Condition, *will* have similar highest and best use in comparison with the Before Condition. However, in the after condition, the site will be slightly more constrained due to the reduced desirability of a smaller site for a fast food restaurant. Many fast food restaurants have minimum lot sizes for their newer sites, and this acquisition makes the subject property slightly less marketable to these users. Based upon interviews with market participants and research of existing Temecula/Murrieta/Wildomar fast food sites, , the typical lot size for fast food with a drive-through is approximately ½ to 1 acre or 22,000 to 45,000 square feet. The acquisition reduces the lot size from approx. 28,000 square feet to 23,000 square feet, which puts it at the low end of desirability.

The property owner also has conceptual site plans for a fast food restaurant, which will need to be revised due to the acquisition.

Upon a review of fast food sites, as well as interviews with brokers and market participants, the diminution of value to the remainder site for this slightly reduced marketability/appeal and site plan revisions is estimated at combined 5% of the value of the remainder.

Value of Remainder as Part of Larger Parcel before Consideration of Severance Damages and Benefits	$513,506
Severance Damages (5% of value of the remainder)	**$25,675**

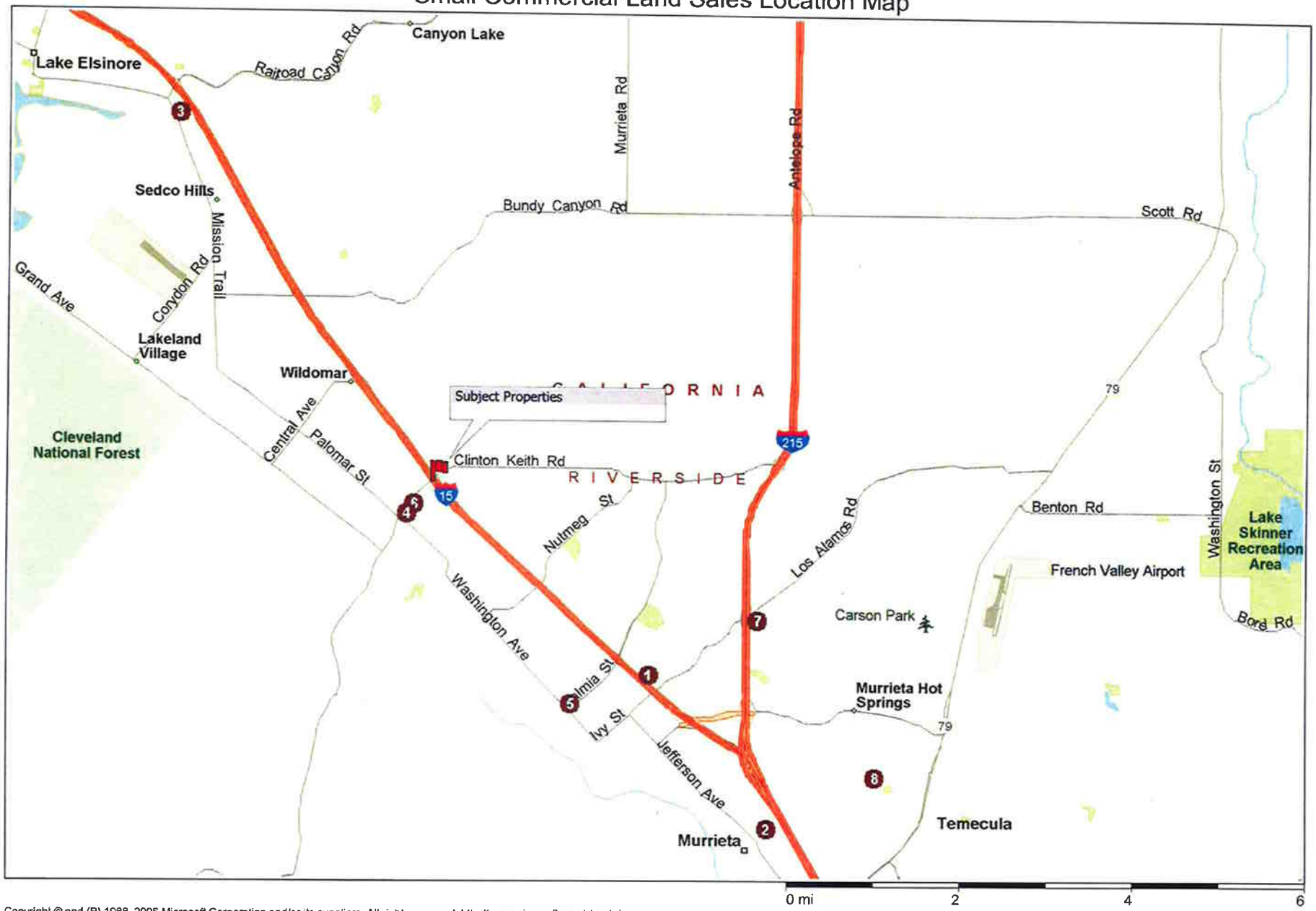
Benefits

Under California law, benefits may be used to offset damages only. The After Condition analysis indicates the subject is affected by severance damages. It is our opinion, the project will provide public benefits by enlarging the Clinton Keith intersection. While public benefits are recognized, it does not provide specific benefits directly to the subject property at present. Therefore, benefits have not been quantified at this time.

MARKET DATA SUMMARY GRID
Small Commercial Land Sales (0 to 3 acres)

DATA NO.	LOCATION/APN	PARCEL SIZE AC/SF	ZONING / GENERAL PLAN	DATE OF SALE/ DOC. NO.	SALES PRICE	SALES PRICE PER SF	COMMENTS
1	Monroe Avenue, north of Los Alamos Road, Murrieta 949-210-015	1.68 ac 73,181 sf	RC	01/18/2007 #040791	$750,000	$10.25	Level property with freeway frontage, however, not at an off-ramp. Access and development constraints.
2	SEC Madison Avenue & Elm Street, Murrieta 910-210-029	1.05 ac 45,738 sf	MU-2	01/15/2008 #022414	$550,000	$12.03	Bought for development of an office building. Located in an area of growing business park type development.
3	Mission Trail, south of Diamond Drive, Lake Elsinore 363-172-016	1.81 ac 78,844 sf	C-1 Gen. Com.	08/03/2007 #503052	$1,100,000	$13.95	Rolling to level topography. Freeway close. In-fill property located in between existing commercial development.
4	SS Clinton Keith Road, east of Palomar Street, Wildomar 380-130-020	1.43 ac 62,291 sf	C-1/C-P CR	10/22/2009 #547270	$1,175,000	$18.86	Future car wash site. On the market for 6 months. Finished site, sold as-is. Escrow was 9 months due to approvals for building permits. Located within a newly constructed retail/office center (still under construction).
5	NEC Washington Avenue & Kalmia Street, Murrieta, 906-070-075 & 076	2.66 ac 115,870 sf	CC	12/27/2007 #765457	$2,782,000	$24.01	Planned for office/retail development.
6	SS Clinton Keith Road, east of Palomar Street, Wildomar 380-130-021	0.73 ac 31,800 sf	C-1/C-P CR	01/21/2010 #25511	$805,000	$25.31	Adjacent to Sale #4. Proposed for a 2,200 square foot KFC and Long John Silvers with a drive-thru. Located within a newly constructed retail/office center (still under construction).
7	WS Avenida Acacias, S of Los Alamos, Murrieta 948-310-034	0.75 ac 32,670 sf	CC	12/12/2008 #651960	$1,000,000	$30.61	Fast food site. Finished pad with reciprocal parking in place. Circuitous access/entrance.
8	ES Margarita Road, north of Date Street, Murrieta 913-280-055 (formerly 031 & 047)	1.46 ac 63,598 sf	NC	02/12/2007 #673357	$1,984,500	$31.20	Rough graded site within neighborhood retail center. Buyer has constructed a strip retail building.

Small Commercial Land Sales Location Map



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FILE COPY

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LEGAL DESCRIPTION

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08-RIV-15-MP 13.6-21667 (21667-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 12/10/09

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

FILE COPY

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EXHIBIT "B"

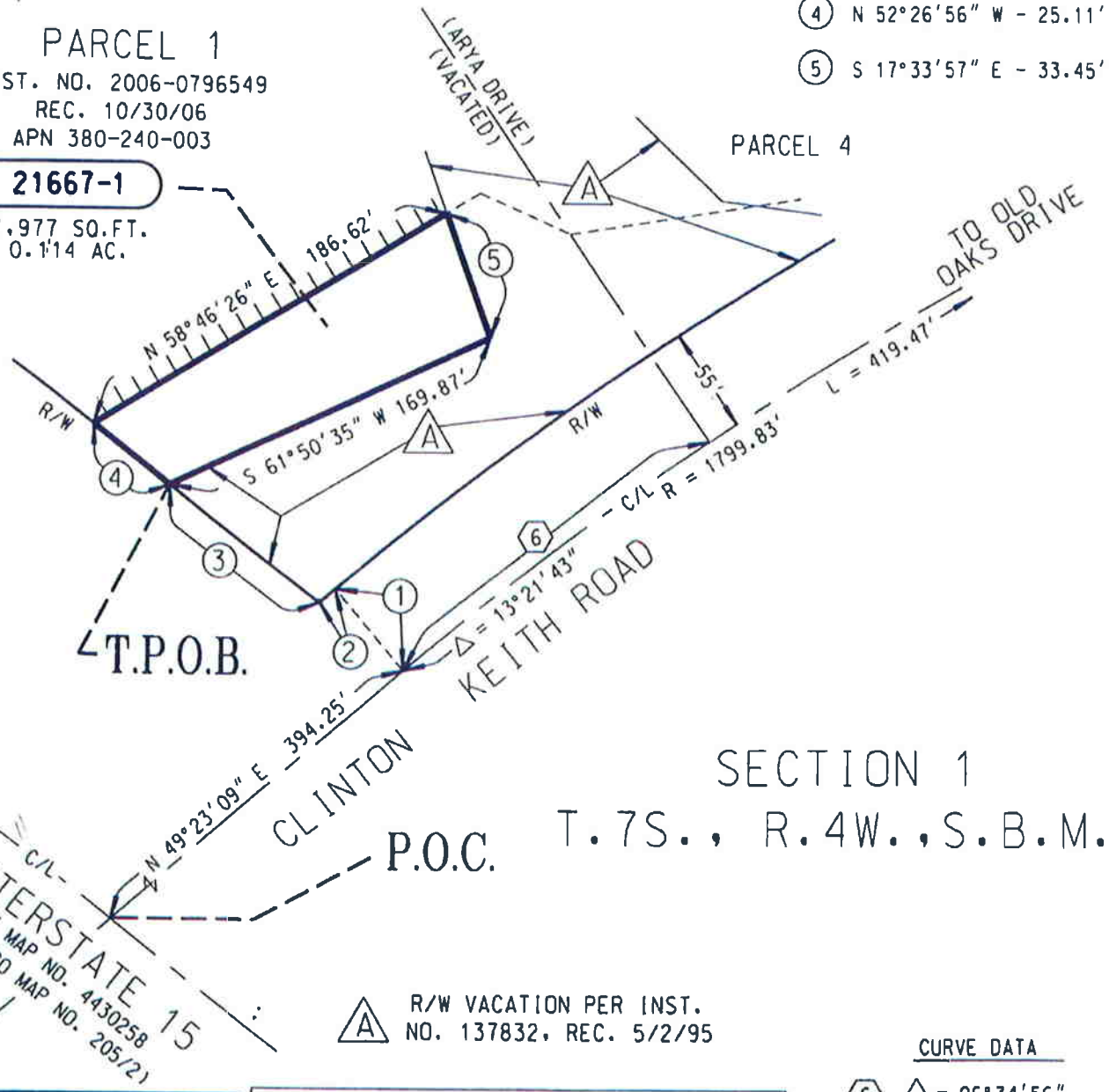
08-RIV-15-MP 13.6-21667 (21667-1)

N.T.S.

AMENDED PM 22776
PM 158/37-41

LINE DATA

1. N 40°36'51" W - 55.00'
2. S 49°23'09" W - 1.29'
3. N 52°26'56" W - 56.63'
4. N 52°26'56" W - 25.11'
5. S 17°33'57" E - 33.45'



A R/W VACATION PER INST. NO. 137832, REC. 5/2/95

CURVE DATA

6. Δ = 06°34'56"
R = 1799.83'
L = 206.77'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

LICENSED LAND SURVEYOR TIMOTHY F. RAYBURN No. 8455 Exp. 12-31-10 STATE OF CALIFORNIA

FILE COPY

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 21667-1
PROJECT: I-15 / CLINTON KEITH ROAD	PREPARED BY: AM
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F Rayburn DATE: 12/10/09	SHEET 1 OF 1

Lawyers Title
4100 Newport Place Drive
Suite 120
Newport Beach, CA 92660
Phone: (949) 724-3170

County of Riverside RE Div.
3133 Mission Inn Ave

Riverside, CA 92507

Attn: **Sue Anna Schatz**

Your Reference No: 380-240-003

Property Address: Vacant Land, Riverside County, California

Our File No: 11653955 - 10
Title Officer: Chris Maziar
e-mail: cmaziar@ltic.com
Phone: (949) 724-3153
Fax: (949) 258-5740

PRELIMINARY REPORT (V4)

Dated as of February 10, 2010 at 7:30 a.m.

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

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

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

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

SCHEDULE A

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

A Preliminary Report Only

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

A FEE

Title to said estate or interest at the date hereof is vested in:

Hose Kim and Seongmee Kim, husband and wife as joint tenants as to an undivided 50% interest
And
Kwansoo Kwak and Misung Kwak, husband and wife as joint tenants as to an undivided 50% interest, all as tenants in common

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

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

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1 of Parcel Map No. 22776, in the County of Riverside, State of California, as shown by Map on file in Book 157, Page(s) 39 through 43, inclusive, of Parcel Maps, records of Riverside County, California, and as shown on the Amended Map thereof recorded in Book 158, Page(s) 37 through 41, inclusive, of Parcel Maps, records of Riverside County, California.

Assessor's Parcel Number 380-240-054

SCHEDULE B – Section A

The following exceptions will appear in policies when providing standard coverage as outlined below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

SCHEDULE B – Section B

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

A. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2010 – 2011 which are a lien not yet payable.

B. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year 2009 - 2010.

1st Installment:	$3,825.78 Paid
2nd Installment:	$3,825.78 This amount is valid until April 10, after which penalties apply
Penalty (including cost):	$413.57 Due with installment amount if paid after April 10
Land Value	$738,600.00
Improvement Value:	$none
Exemption:	$none
Code Area:	025-007
Assessment No.:	380-240-003-2

C. The lien of any special assessment or tax resulting from the inclusion of the property in a special assessment district or Mello-Roos Community Facilities District, which may exist by virtue of assessment maps or notices filed and/or recorded by any such district. Assessments, if any, arising from such assessment districts may be collected with the regular real property taxes.

D. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.

1. Water rights, claims or title to water, whether or not shown by the public records.

2. The fact that the ownership of said land does not include rights of access to or from the street or highway abutting said land, such rights having been severed from said land by the document

   Recorded: April 6,1955 in Book 1718, Page(s) 563 of Official Records

3. Covenants, conditions and restrictions as set forth in the document
   Recorded: August 4, 1977 as Instrument No. 149760 of Official Records

   This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that the covenant, condition or restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607 or (c) relates to a handicap but does not discriminate against handicapped people.

4. A document subject to all the terms, provisions and conditions therein contained.

Entitled:	Agreement
Dated:	June 9,1978
Recorded:	June 9,1978 as Instrument No. 118189 of Official Records

Reference is made to said document for full particulars.

5. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	Southern California Edison Company, a Corporation
Purpose:	public utilities
Recorded:	December 13, 1978 as Instrument No. 261602 of Official Records
Affects:	said land more particularly described therein.

Reference is made to said document for full particulars.

6. The fact that the ownership of said land does not include rights of access to or from the street or highway abutting said land known as State Highway 15 and Clinton Keith Road such rights having been relinquished by the map of said Parcel Map.
Affects: As shown on said map

Said land however, abuts a public thoroughfare, over which rights of vehicular ingress and egress have not been relinquished.

7. The matters contained in a document entitled "Notice of Election to Defer Payment of Drainage Fees" recorded June 16, 1989 as Instrument No. 199277 of Official Records.

Reference is made to said document for full particulars.

8. The matters contained in a document entitled "Traffic Signalization Mitigation Schedule 'E' Agreement" recorded June 16,1989 as Instrument No. 199278 of Official Records.

Reference is made to said document for full particulars.

9. A declaration of covenants, conditions and restrictions which, among other things, may contain or provide for easements; assessments, liens and the subordination thereof; said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.
Recorded: July 28, 1989 as Instrument No. 252646 of Official Records

NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that the covenant, condition or restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607 or (c) relates to a handicap but does not discriminate against handicapped people.

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

10. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	Agoura Associates, Ltd., a California Limited Partnership and its successors and assigns
Purpose:	public utilities
Recorded:	May 9, 2002 as Instrument No. 2002-244553 of Official Records
Affects:	said land more particularly described therein.

Reference is made to said document for full particulars.

11. Title search discloses no open deeds of trust. Please confirm prior to close of escrow.

12. Matters which may be disclosed by an inspection or by a survey of said land that is satisfactory to this Company, or by inquiry of the parties in possession thereof.

13. Any rights, interests or claims of the parties in possession of said land, including but not limited to those based on an unrecorded agreement, contract or lease.

    This Company will require that a full copy of any unrecorded agreement, contract or lease be submitted to us, together with all supplements, assignments and amendments, before any policy of title insurance will be issued.

14. Any easements not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.

15. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.

16. Intentionally deleted.

END OF SCHEDULE B EXCEPTIONS

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

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

March 31, 2010

Elizabeth Plott-Tyler
5455 Wilshire Boulevard
Suite 1925
Los Angeles, CA 90036-4241

VIA CERTIFIED U.S. MAIL
Receipt # 7008 3230 0000 8948 7021

RE: Offer to Acquire Property Rights
I-15 Clinton Keith Interchange Project – ACQ File: 09-04-08 Wildomar, California
Riverside County Assessor's Parcel Number(s): 376-410-022,013,023

Dear Property Owner:

As you are aware, the County of Riverside, in cooperation with the City of Wildomar (City) is proposing to reconstruct the current two-lane I-15/Clinton Keith Road with a six-lane facility and adding limited length auxiliary lanes on I-15 prior to and after the exit and entrance ramps. The reconstruction of the interchange will utilize the existing diamond interchange configuration. The proposed road project will affect your property identified as Riverside County Assessor Parcel Number 376-410-022,013 and 023 and is scheduled to commence within two years after the acquisition of your property.

It is the desire of the City to acquire private property through voluntary purchase if possible. While the City has the power of eminent domain, condemnation has not been authorized with respect to the subject property as of this date.

A review of public records indicates you are the owner of record of the property the City is considering acquiring for this project. Specifically, a 6,118 square foot area of your property is needed to construct the road improvements along Clinton Keith Road. The Real Property Interests needed for the Project are more particularly described in Exhibits A and depicted in Exhibits B referenced in the attached Agreement for Acquisition of Fee Interest in Real Property.

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

Robert Shea Perdue, real estate appraiser with Robert Shea Perdue Real Estate Appraisal, has inspected and appraised the Property for the purpose of determining its fair market value. The appraiser has determined the fair market value of the real property interests to be acquired at $65,236.00 (Sixty Five Thousand Two Hundred Thirty Six Dollars). Accompanying this letter is a summary of the appraisal report, which is the basis for establishing the fair market value of the property.

Based upon the fair market value, the City is hereby offering to purchase the Real Property Interests for $65,236.00. The amount offered by the City is contingent upon acceptance by the various interest holders, if any, and would be allocated amongst those parties claiming a valid interest in the Property.

While staff proposes to recommend the acquisition of the Real Property Interests, no decision to acquire can be made until the City Council for the City formally acts to approve this acquisition. Nothing in this letter is meant to pre-commit the City Council or otherwise limit the options available to it. Consequently this offer, if accepted and the acquisition of the Real Property Interests require the City Council to ratify this offer by authorizing the City Manager to execute the Purchase Contract.

Please be advised that this letter, the offer and all other matters stated herein are made under the provisions of California Evidence Code Section 1152 and 1154, Section 1255.060 of the Code of Civil Procedure, and Sections 7267.1 and 7267.2 of the Government Code, and shall not be admissible in evidence in any eminent domain proceeding which may subsequently be instituted for acquisition of the subject property, or in any other action.

The City has retained Interwest Consulting Group to assist in the acquisition of the Property. Please contact John F. Almazán at (916) 214-5742 to further discuss this offer. We look forward to working with you cooperatively on this transaction.

Sincerely,

for

Julie Cline
Real Estate Manager
City of Wildomar

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

cc: John F. Almazán – Interwest Consulting Group, Senior Real Property Agent

Attachments:
-Agreement for Acquisition of Fee Interest
-Appraisal Summary Statement
-Summary Statement Relating to the Purchase of Real Property or an Interest Therein
-Conveyance Deeds

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

File No.: ACQ 09-04-08
Project: I-15/Clinton Keith Interchange Project
Parcel No: 21664-1
Escrow #: 11699239
Title Company: Lawyers Title
Date of Preliminary Title Report: March 19, 2010

Grantor: **Thomas Plott and Elizabeth R. Plott, a widow**

Grantee: **CITY OF WILDOMAR, a Municipal Corporation**

AGREEMENT FOR ACQUISITION OF FEE INTEREST IN REAL PROPERTY

WHEREAS, the above-named Grantor(s) ("Grantor") owns that certain real property located in the City of Wildomar, County of Riverside, State of California legally described in the Legal Description identified as Exhibit "A" and depicted on the Plat Map identified as Exhibit "B", attached hereto and made a part hereof ("Property"); and

WHEREAS, Grantor intends to convey to the City of Wildomar ("City") and the City intends to acquire from Grantor a Fee Simple Interest ("Fee Title") to the Property for the purpose of constructing the I-15/ Clinton Keith Interchange Project, pursuant to the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the payment and other obligations set forth below, Grantor and City mutually agree as follows:

1. Execution and Delivery to Escrow

City shall open an escrow with the title company identified above ("Escrow Holder") by delivery of a fully executed copy of this Agreement. Upon full execution of this Agreement by the parties ("Effective Date"), Grantor shall execute and notarize the Grant Deed, in the form of Exhibit "C" respectively, attached hereto and made a part hereof.

2. Payment; No Encumbrances; Taxes; Title and Condition Of Property

A. Purchase Price.

City shall tender payment to the Escrow Holder in the amount of Sixty Five Thousand Two Hundred Thirty Six ($65,236.00) Dollars ("Purchase Price"), which is specifically agreed by the parties to be the full amount of compensation due and owing to Grantor for conveyance of the Fee Title to the City.

B. Property Interest Free of Encumbrances.

Grantor agrees and covenants that fee title to the Property shall be conveyed to City free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments or other security interests of any kind (collectively, "Encumbrances"), and that Grantor at Grantor's expense shall take all actions necessary to remove any and all Encumbrances prior to, and as an express condition precedent to, the Close of Escrow.

C. Taxes

Taxes for the fiscal year in which the escrow closes shall be cleared and paid for in the manner required by Section 5086 of the Revenue and Taxation Code. As a deduction from the amount shown in Section 2A, above, the City shall be authorized to pay any delinquent taxes due in any fiscal year, except the fiscal year in which this escrow closes, together with penalties and interest thereon; and

D. No Removal of Easements or Rights of Way; Condition of Title

Grantor shall not be required to remove: (i) easements or rights-of-way for public roads or public utilities, if any; and (ii) items specifically identified on "Title Exceptions" identified as Exhibit "D", attached hereto, if any. It shall be a condition to the Close of Escrow and a covenant of Grantor that title to the Property shall be conveyed to City by Grantor via the Grant Deed, subject only to the "Title Exceptions" identified as Exhibit "D" attached hereto, if any; and

E. No Changes

Grantor warrants and covenants that, at the Close of Escrow, there shall have been no material adverse changes in the physical or financial condition of the Property and there shall have been no material adverse change in the financial condition of Grantor or any general partners of Grantor. Grantor further covenants and agrees that, following execution of this Agreement and during the term of this Escrow, Grantor will not cause or permit any liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way, or other matters affecting title on the Property to appear of record or be revealed other than those identified on "Title Exceptions" identified as Exhibit "D", attached hereto, if any, and any such liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way, or other matters affecting title on the Property must be eliminated to City's satisfaction by Grantor prior to the Close of Escrow as a condition to the Close of Escrow for City's benefit.

3. Just Compensation; Waiver and Release

A. Grantor agrees that performance of this Agreement by City, including the payment recited in Section 2A, above, shall constitute full and fair compensation and consideration for any and all claims that Grantor, and its successors and assigns, may have against City by reason of the acquisition, improvement, possession, use and/or occupancy of the Property, and Grantor, on behalf of itself and its successors and assigns, hereby knowingly and voluntarily waives, and expressly releases and discharges City, and any and all of City's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from liability in regard to, any and all such claims, including claims for severance or taking compensation or damages to the remainder not taken on account of the acquisition of the Property or the location, establishment, construction and/or operation of the above-named Project. This waiver and release shall survive the Close of Escrow.

B. The foregoing waiver and release shall include the waiver and release of any and all rights or claims that Grantor has, may have or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation; except as provided herein. Grantor, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges City, and

any and all of City's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from liability in regard to any claims for the following: relocation assistance or benefits, if any, to which Grantor may be entitled pursuant to applicable State, Federal or local laws or regulations , precondemnation damages, lost business goodwill, lost profits, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback from City, or receive any financial gain from, the City's sale of any portion of the Property, any right to challenge City's adoption of a resolution of necessity, any right to receive any notices required for a new or reauthorization resolution or for a right of first refusal , and litigation expenses, attorney's fees and/or costs. This waiver and release shall survive the Close of Escrow. Grantor is aware of and understands all potential benefits to which he/she/it is otherwise entitled and has had the opportunity to discuss potential benefits with representatives of the City and with legal counsel of his/her/its choice.

4. Waiver under Section 1542

The parties intend that this Agreement will result in a full, complete, and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Property by the City, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which a party is, or may be, entitled is intended to be full and complete. Accordingly,

A. Grantor hereby waives any and all rights or benefits arising from and/or related to the City's acquisition, possession and/or use of the Property that it may have under section 1542 of the Civil Code of the State of California which provides:

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

B. The Grantor represents and warrants that he/she/it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of their choice.

5. Title Insurance

City may obtain a CLTA extended coverage Grantor's policy of title insurance in the amount of the Purchase Price insuring that clear title to the Property is vested in City upon recording of the Grant Deed.

6. Escrow

Unless extended by the mutual agreement of the parties, the escrow shall close within ninety (90) days after the Effective Date of this Agreement and shall be the date the Grant Deed is recorded in the Recorder's Office for Riverside County ("Close of Escrow"); provided that if a Resolution or Resolutions of Necessity are required in order to condemn any property required for the above-named Project, the escrow shall not close prior to the adoption of the Resolution(s) of Necessity by the City Council. Nothing stated in this Agreement is intended to dictate, preclude, or limit, in any way, the City's exercise of its discretion in determining whether or not to adopt a Resolution of Necessity. If a Resolution or Resolutions of Necessity are required and the City Council does

not adopt the Resolution(s), this Agreement may, at City's election, be deemed cancelled and of no force and effect, in which event both parties shall be released from any and all liability to each other of any sort or nature relating to this acquisition or the Project, and all amounts deposited in escrow by City shall be returned forthwith to City by the Escrow Holder.

A. The Escrow Holder may expend any or all monies payable under this Agreement and deposited into escrow to discharge any obligations which are liens upon the Property, including, but not limited to, those arising from judgments, assessments, delinquent taxes for other than the fiscal year in which the escrow closes, or debts secured by deeds of trust or mortgages, and/or to defray any other incidental costs other than those specified in Section 2D hereof to be borne by the City. The Escrow Holder shall release payment to Grantor, return any credited amounts to City, and record the Grant Deed in the Recorder's Office for Riverside County upon the Close of Escrow. Title to the Property shall pass to City immediately upon Close of Escrow.

B. This Agreement may serve in whole or in part as escrow instructions. The issuance of any further escrow instructions shall be the sole responsibility of City. The Grantor agrees to execute such additional documents as may be reasonably necessary to consummate the purchase and sale herein contemplated.

7. Fees

The City shall pay all escrow, recording, and title insurance fees incurred in this transaction.

8. Possession and Use of the Property Pending Close of Escrow

Upon execution of this Agreement for Acquisition of Fee Interest in Real Property, the City shall have the immediate right of possession and use of the Property including the right to remove and dispose of improvements and construct the above-named Project commencing on the Effective Date; provided that City makes no representation that the Project shall be constructed, and no liability or obligation whatsoever shall be incurred by City by reason of any failure to construct the Project for any reason. If, after the City takes possession, the Property subsequently is not acquired by City for any reason, City shall restore the Property to the condition existing prior to the City's possession or use hereunder as set forth in Exhibit "F" attached hereto, unless otherwise agreed by the parties.

9. Eminent Domain

A. It is mutually understood that the acquisition of the Property by City is for a public purpose, and therefore, the Property is otherwise subject to taking by the power of eminent domain. The acquisition by and through this Agreement is in lieu of City's exercise of the power of eminent domain.

B. If any eminent domain action that includes the Property, or any portion thereof, has been filed by the City and after said filing the Grantor subsequently agrees and consents to the dismissal of said action, then the Grantor hereby waives any and all claims to any money that may have been deposited in any Court or with the State Treasurer in any such action and waives any and all claims for damages, costs, or litigation expenses, including attorney's fees, arising by virtue of the abandonment of the action pursuant to Section 1268.510 of the California Code of Civil Procedure.

10. Amendment

This agreement may be modified, changed, or rescinded only by an instrument in writing executed by the parties hereto.

11. No Leases

Grantor warrants that there are no leases, tenants or occupants except as disclosed on Exhibit "E" attached hereto, on all or any portion of the Property, and the Grantor further agrees to indemnify and hold the City harmless and reimburse the City for any and all of its losses and expenses occasioned by reason of any tenant, lease or occupant of all or a portion of the Property other than what is disclosed on Exhibit "E." Grantor further agrees to indemnify and hold City harmless and reimburse the City for any payment of relocation expenses made to any tenant, lessee or occupant not disclosed on Exhibit "E." Grantor agrees not to assign, transfer or sell to any third party any right, title or interest Grantor has in the Property. The parties acknowledge that, upon acquisition by the City, any lease, tenancy or occupancy disclosed on Exhibit "E" shall terminate as to that part of the lease, tenancy or occupancy being acquired by the City pursuant to this Agreement.

12. Grantor's Representations

A. Grantor makes the following representations and warranties:

i. Grantor certifies that it owns full legal title to the Property, and has full power and authority to convey all property rights described herein to City.

ii. This Agreement constitutes a legal, valid, and binding obligation of Grantor enforceable in accordance with its terms.

iii. To the best of Grantor's knowledge there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, or any portion thereof, or pending or threatened against Grantor which could (i.) affect Grantor's title to the Property, or any portion thereof, (ii.) affect the value of the Property, or any portion thereof, or (iii.) subject any Grantor of the Property, or any portion thereof, to liability.

iv. To the best of Grantor's knowledge, there are no uncured notices, which have been served upon Grantor from any governmental agency notifying Grantor of any violations of law, ordinance, rule, or regulation, which would affect the Property, or any portion thereof.

v. There are no Hazardous Substances (as defined below), or storage tanks containing Hazardous Substances, in, on, under, or about the Property.

vi. To the best of Grantor's knowledge, there has been no production, storage, disposal, presence, observance, or release of any Hazardous Substances in, on, under, or about the Property.

vii. The Grantor and the Property are not in violation of any federal, state, or local law, ordinance, regulation, order, decree, or judgment relating to Hazardous Substances and/or environmental conditions in, on, under, or about the Property.

viii. To the best of Grantor's knowledge, there are no notices or other information giving Grantor reason to believe that any conditions existing on the Property or in the vicinity of the Property subject or could subject any Grantor of the Property to potential liabilities under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement that pertains to the regulation of Hazardous Substances and/or the protection of public health and safety and/or the environment, including, but not limited to, the ambient air, soil, soil vapor, groundwater, surface water or land use.

ix. To the best of Grantor's knowledge, there are no violations of any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement that pertains to the regulation of Hazardous Substances and/or the protection of public health and safety or the environment, including, but not limited to, the ambient air, soil, soil vapor, groundwater, surface water or land use, nor of any legal, administrative or other action or proceeding, pending or threatened, affecting the Property and relating to Hazardous Substances and/or environmental compliance.

x. To the best of Grantor's knowledge, there is no license, permit, option, right of first refusal, or other agreement, written or oral, which affects the Property or any portion thereof.

xi. To the best of Grantor's knowledge conveyance of the property rights described herein will not constitute a breach or default under any agreement to which Grantor is bound and/or to which the Property is subject.

B. Each of the above warranties and representations is material and is relied upon by City separately and collectively. Each of the above representations shall be deemed to have been made as of the date that the Grant Deed is recorded, and shall survive the recording of the Grant Deed by a period of two years following the date that the Grant Deed is recorded. If, before the recording of the Grant Deed Grantor discovers any information or facts that would materially change any of these warranties and representations, Grantor shall immediately give notice in writing to City of such facts and information. If any of the foregoing warranties and representations cease to be true before the recording of the Grant Deed, the City may, at its unfettered discretion, either cancel and terminate this Agreement or give the Grantor the option to remedy the problem before the recording of the Grant Deed or deduct from the payments required by Section 2B, above, as a credit to City, in an amount as determined by the City reasonably required to remedy the problem.

13. Hazardous Substances

A. Liability for Hazardous Substance

The parties acknowledge, understand, and agree that any liability associated with the presence of any Hazardous Substances, as defined below, on or adjacent to any portion of the Property shall be governed by the provisions of Section 14 below, regardless of whether any inspection, examination, sampling, testing, assessment, or other investigation is conducted by City.

"Hazardous Substance(s)" includes, but is not limited to, any hazardous or toxic substance, material or waste, or any solid waste, pollutant, or contaminant that is:

(i) Regulated by any local governmental agency, the State of California or the United States Government; (ii) defined as such in any federal, State, or local statute, ordinance, rule, or regulation applicable to the property, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (Title 42 United States Code sections 9601-9675), the Resource Conservation and Recovery Act (Title 42 United States Code sections 6901-6992k), the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code sections 25330-25395), and the Hazardous Waste Control Law (California Health and Safety Code sections 25100-25250.25); (iii) listed in the United States Department of Transportation Table (49 CFR § 172.101) or by the Environmental Protection Agency, or listed as hazardous substances by any equivalent State of California or local governmental agency, or any successor agency (40 CFR Part 302); (iv) asbestos or asbestos containing material; (v) radon gas; (vi.) petroleum or petroleum fractions; (vii) any explosive substances (viii) polychlorinated biphenyl; (ix) a radioactive material, and (x) per chlorate.

14. Indemnification

A. Each party (hereafter the "Indemnifying Party") agrees and covenants to indemnify, defend (with counsel acceptable to the other party) each other party (hereinafter "Indemnified Party'), which consent shall not be unreasonably withheld), and hold the Indemnified Party, and its officers, employees and agents, harmless from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside counsel or the City Attorney), causes of action, claims, or judgments that arise by reason of any death, bodily injury, personal injury, property or economic damage, or violation of any law or regulation, or damage to the environment, including ambient air, soil, soil vapor, groundwater, or surface water, and resulting from or in any way connected with:

i. any acts or omissions related to the performance of this Agreement;(ii) any breach of this Agreement, or; (iii.) the occupancy or use of the Property (including, but not limited to, the use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about any portion of the Property), by the Indemnifying Party, its officers, employees, agents, engineers, contractors or subcontractors, or any other person or entity employed by or acting on their behalf.

B. The parties further agree and understand as follows: a party does not, and shall not be deemed to, waive any rights against the other party which it may have by reason of the aforesaid indemnity and hold harmless agreement because of any insurance coverage available; the scope of the aforesaid indemnity and hold harmless agreements are to be construed broadly and liberally to provide the maximum coverage in accordance with their terms; no specific term or word contained in this Section shall be construed as a limitation on the scope of the indemnification and defense rights and obligations of the parties unless specifically so provided. The provisions of this Section shall survive the recording of any deeds hereunder.

15. Attorney Fees

Either party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and the prevailing party in such suit or proceeding shall be entitled to recover from the other party reasonable costs and expenses, including attorney's fees.

16. Notices

Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to the following address:

To City:
City of Wildomar
Public Works Department
Development Services
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Attention: Real Property Acquisition

To Grantor:
Elizabeth Plott- Tyler
5455 Wilshire Boulevard
Suite 1925
Los Angeles, CA 90036-4241

17. Recording

Either party may record this Agreement in the Recorder's Office for Riverside County.

18. Binding on Successors

This Agreement shall be binding on and shall inure to the benefit of the City and Grantor, and their respective successors, assigns, and transferees, and their past, present and future officers, employees and agents; provided that this Agreement may only be assigned with the written consent of both parties, and any attempt to assign this Agreement without such consent shall be void.

19. Brokers

Grantor and City each warrant to the other that no person or entity can properly claim a right to a commission, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. If any broker or finder makes any claim for a commission or finder's fee, the party through which the broker or finder makes such claim shall indemnify, defend and hold the other party harmless from all liabilities, expenses, losses, damages or claims (including the indemnified party's reasonable attorneys' fees) arising out of such broker's or finder's claims.

20. Time of Essence

Time is of the essence for each condition, term, and provision in this Agreement.

21. Waivers

No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving party.

22. Severability

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original

intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

23. Construction

Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement.

24. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action arising under or related to this Agreement shall be brought and prosecuted in the Riverside County Superior Court.

25. Special Provisions

The Special Provisions attached hereto as Exhibit "F," if any, are hereby incorporated, and made a part of this Agreement by this reference. In the event of any conflict or inconsistency between this Agreement and the Special Provisions, the terms of the Special Provisions shall prevail.

26. Entire Agreement

The parties have herein set forth the whole of their Agreement. All prior oral discussions, representations, and/or agreements, if any, are specifically superseded by this Agreement, which is intended by the parties to contain all of the terms and conditions agreed to by them with regard to acquisition of the Property by City.

27. Authority

Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

GRANTOR(S):

Thomas Plott and Elizabeth R. Plott, a widow

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

By: _____

Print: _____

Title: _____

GRANTEE:

CITY OF WILDOMAR
a Municipal Corporation

Date: _____

By: _____
Frank Oviedo, City Manager

RECOMMENDED FOR APPROVAL:

Date: _____

By: _____
John F. Almazan

APPROVED AS TO FORM:

Date: _____

By: _____
Julie Biggs, City Attorney

ATTEST:

Date: _____

By: _____
Debbie Lee, City Clerk

***Note:** *If Grantor is a corporation, the following two signatures are required: (1) the first signature by either the Chairman of the Board, the President, or any Vice President of the corporation; and (2) the second signature by either the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of the corporation.*

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN GRANT DEED RECORDED OCTOBER 2, 1997 AS INSTRUMENT NUMBER 359222, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF CATT ROAD (60 FOOT WIDTH), AN EASEMENT AS ADOPTED MARCH 4, 1903, PURSUANT TO ROAD RECORD 1-217, ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHERLY ONE-HALF OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15 (VARIABLE WIDTH) AND THE SOUTH LINE OF SAID SECTION 36, SAID SOUTH LINE BEING THE CENTERLINE OF SAID CATT ROAD, AS SHOWN ON CALTRANS MAP NUMBER 443025, ALSO SHOWN ON RIVERSIDE COUNTY MAP NUMBER 205, PAGE 002, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR, RIVERSIDE COUNTY, CALIFORNIA;

THENCE N 36°52'10" W, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 37.94 FEET TO AN ANGLE POINT THEREIN;

THENCE N 66°15'00" W, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 101.92 FEET TO AN ANGLE POINT THEREIN;

THENCE N 36°51'49" W, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 140.97 FEET;

THENCE S 52°25'35" E, A DISTANCE OF 252.84 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF CATT ROAD;

THENCE S 50°25'41" E, A DISTANCE OF 47.98' TO A POINT ON SAID SOUTH LINE OF SECTION 36 AND SAID CENTERLINE OF CATT ROAD;

THENCE N 89°07'58" W ALONG SAID SOUTH LINE AND CENTERLINE, A DISTANCE OF 36.76 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 6,118 SQUARE FEET, OR 0.140 ACRES, MORE OR LESS.

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A STATE HIGHWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY IN AND TO SAID STATE HIGHWAY.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000081, PAGES 1 THROUGH 8, INCLUSIVE, ON FILE AS MAP NUMBER 205, PAGES 870 THROUGH 877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

08-RIV-15-MP 13.9-21664 (21664-1)

SEE ATTACHED EXHIBIT "B"

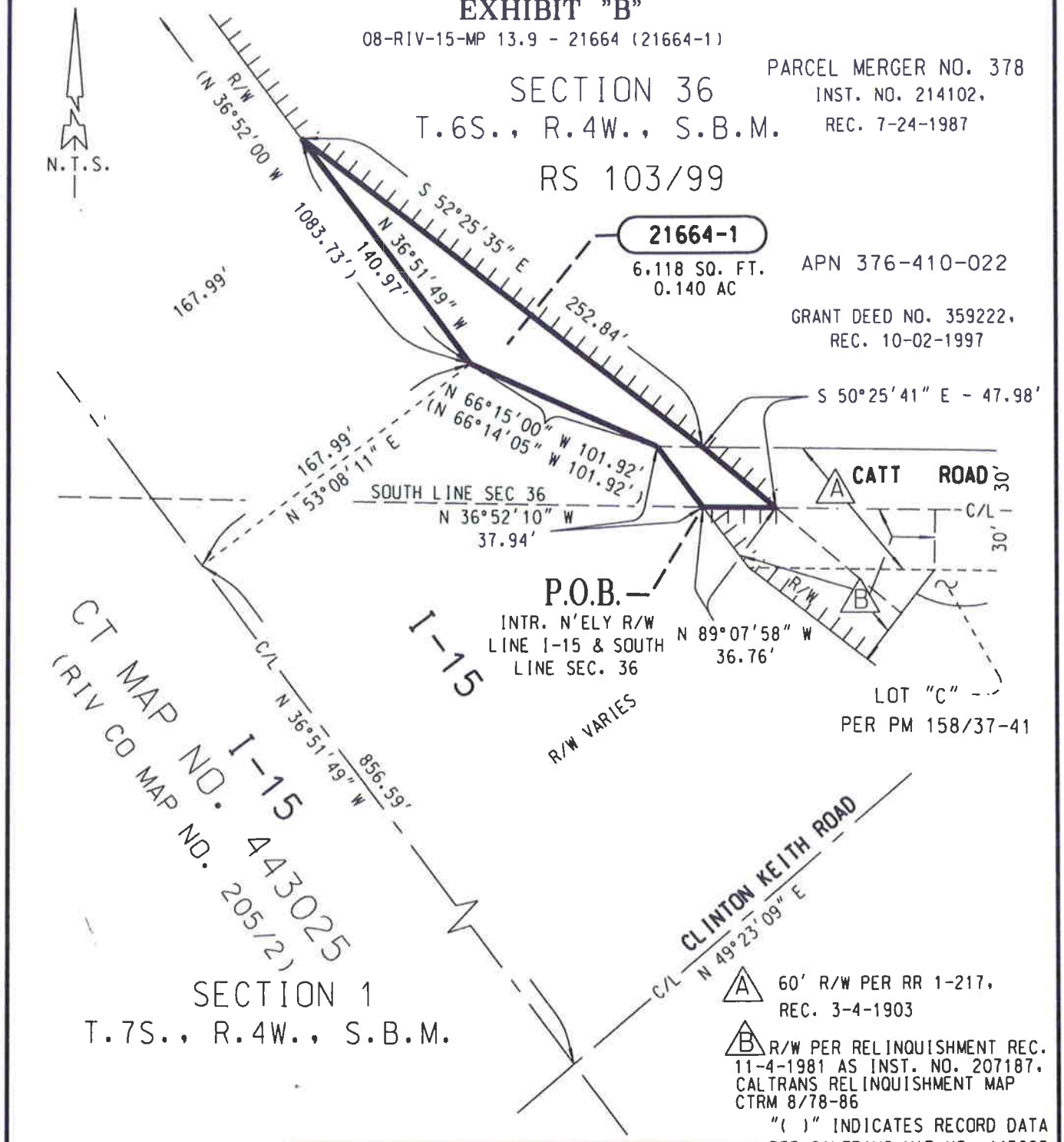
LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

APPROVED BY: Timothy F Rayl

DATE: 12/10/09

EXHIBIT "B"

08-RIV-15-MP 13.9 - 21664 (21664-1)



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 21664-1
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F. Rayburn DATE: 12/10/09	SHEET 1 OF 1 SHEET

EXHIBIT "C"

NO FEE DOCUMENT
Government Code §6103 & §27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
CITY OF WILDOMAR
23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595

The Above Space For Recorder's Use Only

OK to Accept: _____

Date: _____

Project Name: I-15 Clinton Keith Interchange

Address: North side of Clinton Keith Road, east of I-15
APN: 376-410-022,013,023
Project No.: 21664-1
Title Order No. 11699239
Escrow No. 11699239-10

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT DEED
(FOR RIGHT OF WAY PURPOSES)

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, **Thomas Plott and Elizabeth R. Plott, a widow** ("GRANTOR"), hereby grants to the **CITY OF WILDOMAR**, a municipal corporation, all that real property situated in the City of Wildomar, County of Riverside, State of California, described as follows:

See Exhibit A, legal description, and Exhibit B, plat to accompany legal description, attached hereto and made a part hereof.

Executed this _____ day of _____, 20_____

Thomas Plott and Elizabeth R. Plott, a widow

By: _____
[Name of Signatory]

Printed: _____

Title: _____

By: _____
[Name of Signatory]

Printed: _____

Title: _____

Mail Tax Statements To:
Finance Department
City of Wildomar
23873 Clinton Keith Rd
Ste 201
Wildomar, CA 92595

EXHIBIT "D"

Title exceptions that will not be removed, if any, as noted in preliminary title report dated March 19, 2010: # 1 and 2

NO ADDITIONAL ITEMS TO BE IDENTIFIED

EXHIBIT "E"

Leases

NONE

EXHIBIT "F"
Special Provisions

Reconstruction of Grantor's Remainder Property

City and its authorized agents and contractor are hereby granted permission to enter onto Grantor's remainder property to reconstruct Grantor's driveways, walkways, lawn and landscaped areas, (hereinafter referred to as "Remainder"), as necessary to conform same to the street frontage improvements, including re-grading and replanting any affected lawn and landscaped areas. The cost of such reconstruction of the Remainder property shall be borne by City, at no expense to Grantor. Such reconstruction shall be done at a time and in a manner, which the City, in its sole discretion, deems most appropriate for project purposes. Upon completion of such reconstruction, any reconstruction shall hereinafter by considered Grantor's sole property and Grantor will be solely responsible for all maintenance and repair thereto.

CITY OF WILDOMAR

SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

The City of Wildomar (City) is proposing to purchase real property or interests therein in connection with the construction of the **I-15/Clinton Keith Interchange Project** and related improvements and appurtenances.

Your property located the north side of Clinton Keith Road, east of I-15, Wildomar , CA, is within with the project area and identified by your County Assessor as Parcel No. 376-410-022, 013 and 023.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines require that you, as an owner from whom a public agency proposes to purchase real property or an interest therein or as a tenant owning improvements on the property must be provided with at a minimum, a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment of the probable amount of just compensation prior to vacating the real property being acquired unless you have heretofore waived such entitlement. In the event of any voluntary purchase or sale of the property or interests, you would not be required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes allocable to any period following the passage of title or possession.

2. The City will offer to purchase any remnant(s), if any, considered by the City to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and which is/are contiguous to the land being conveyed.

3. All buildings, structures and other improvements affixed to the land described in the referenced document(s) covering this transaction, and which are owned by you as the owner or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The real property interest(s) proposed to be acquired is: Fee. The property being purchased comprises 6,118 square feet and is described in the attached deed and outlined in color on the attached map.

4. The market value of the property proposed to be acquired is based upon a market value appraisal which is included in the attached Appraisal OR summarized on the attached Valuation Summary Statement, and such amount:

   A. Represents the full amount of the appraisal of just compensation for the property proposed to be purchased;

   B. Is not less than the approved appraisal of the fair-market value of the property as improved;

   C. Disregards any decrease or increase in the fair market value of the real property proposed to be acquired prior to the date of valuation which might be caused by the Project itself or by the likelihood that the property would be acquired for or in connection with the Project, other than that due to physical deterioration within the reasonable control of the owner or occupant; and

   D. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the City.

5. Pursuant to Code of Civil Procedure Section 1263.025 should you elect to obtain an independent appraisal, the City will pay for the actual reasonable costs up to Five Thousand ($5,000) Dollars subject to the following conditions:

   A. You, not the City, must order the appraisal. Should you enter into a contract with the selected appraiser, the City will not be a party to the contract;

   B. The selected appraiser is licensed with the Office of Real Estate Appraisers (OREA);

   C. Appraisal cost reimbursement must be made in writing, and submitted to the City at 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595; Attn: Real Property Acquisition, within ninety (90) days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and the invoice for the completed

work by the appraiser must be provided to the City concurrent with the submission of the written request. The costs must be reasonable and justifiable.

6. If you are the owner of a business conducted on a property proposed to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, you may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the owner and/or lessee's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.

7. If you ultimately elect to reject the City's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.

8. You are entitled to receive all benefits that are available through donation to the City of all or part of your interest in the real property sought to be acquired by the City as set out in Streets and Highways Code Sections 104.2 and 104.12.

NO FEE DOCUMENT
Government Code §6103 & §27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
CITY OF WILDOMAR
23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595

The Above Space For Recorder's Use Only

OK to Accept: _____

Date: _____

Project Name: I-15 Clinton Keith Interchange

Address: North side of Clinton Keith Road, east of I-15
APN: 376-410-022,013,023
Project No.: 21664-1
Title Order No. 11699239
Escrow No. 11699239-10

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(FOR RIGHT OF WAY PURPOSES)

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See Exhibit A, legal description, and Exhibit B, plat to accompany legal description, attached hereto and made a part hereof.

Executed this _____ day of _____, 20_____

Thomas Plott and Elizabeth R. Plott, a widow

By: _____
[Name of Signatory]

Printed: _____

Title: _____

By: _____
[Name of Signatory]

Printed: _____

Title: _____

Mail Tax Statements To:
Finance Department
City of Wildomar
23873 Clinton Keith Rd
Ste 201
Wildomar, CA 92595

EXHIBIT "A"
LEGAL DESCRIPTION

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BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15 (VARIABLE WIDTH) AND THE SOUTH LINE OF SAID SECTION 36, SAID SOUTH LINE BEING THE CENTERLINE OF SAID CATT ROAD, AS SHOWN ON CALTRANS MAP NUMBER 443025, ALSO SHOWN ON RIVERSIDE COUNTY MAP NUMBER 205, PAGE 002, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR, RIVERSIDE COUNTY, CALIFORNIA;

THENCE N 36°52'10" W, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 37.94 FEET TO AN ANGLE POINT THEREIN;

THENCE N 66°15'00" W, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 101.92 FEET TO AN ANGLE POINT THEREIN;

THENCE N 36°51'49" W, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 140.97 FEET;

THENCE S 52°25'35" E, A DISTANCE OF 252.84 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF CATT ROAD;

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THENCE N 89°07'58" W ALONG SAID SOUTH LINE AND CENTERLINE, A DISTANCE OF 36.76 FEET TO THE **POINT OF BEGINNING**.

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REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000081, PAGES 1 THROUGH 8, INCLUSIVE, ON FILE AS MAP NUMBER 205, PAGES 870 THROUGH 877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

08-RIV-15-MP 13.9-21664 (21664-1)

SEE ATTACHED EXHIBIT "B"

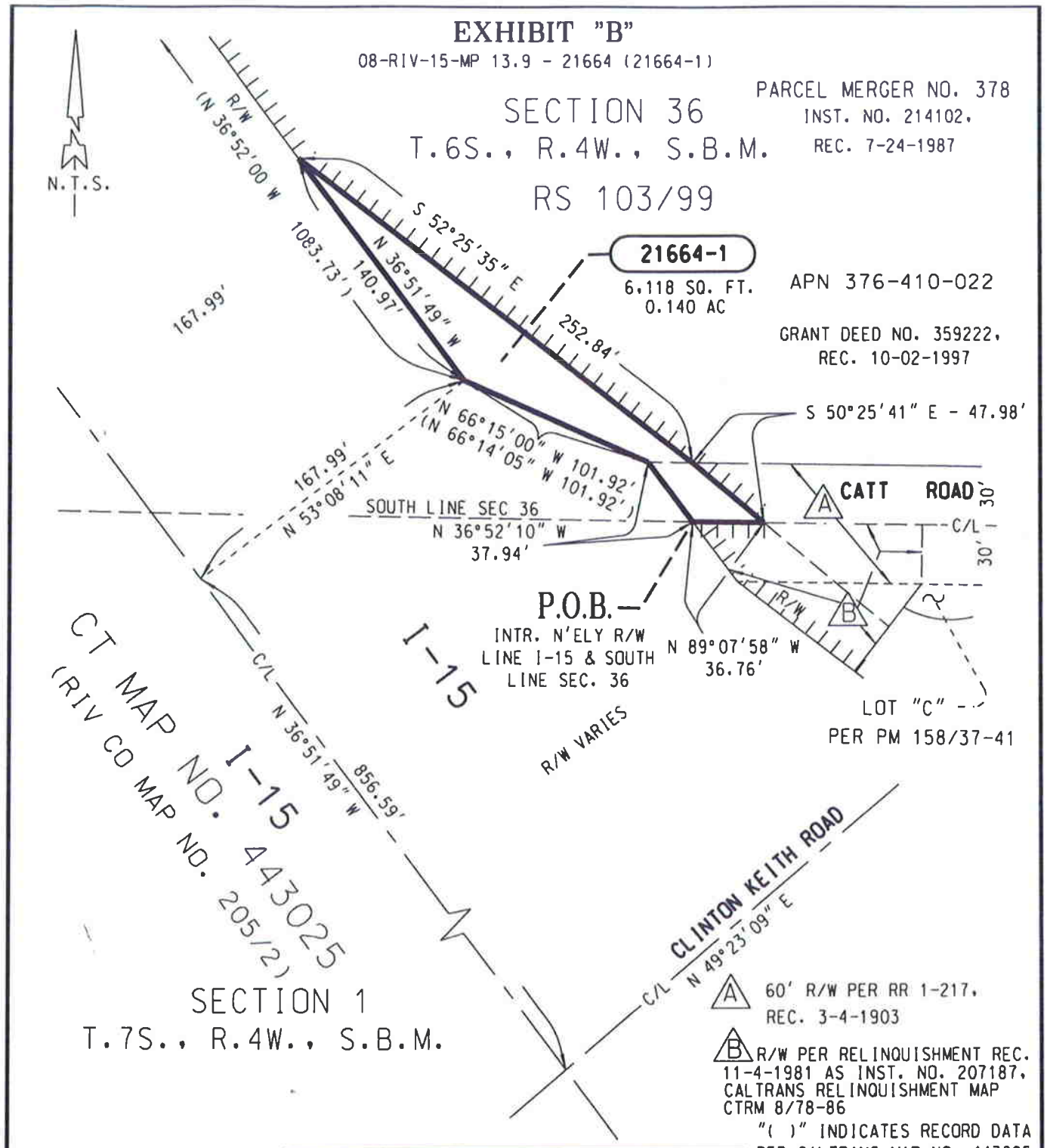
LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

APPROVED BY: Timothy F Rayl

DATE: 12/10/09

EXHIBIT "B"

08-RIV-15-MP 13.9 - 21664 (21664-1)



A 60' R/W PER RR 1-217, REC. 3-4-1903

B R/W PER RELINQUISHMENT REC. 11-4-1981 AS INST. NO. 207187, CALTRANS RELINQUISHMENT MAP CTRM 8/78-86

"( )" INDICATES RECORD DATA PER CALTRANS MAP NO. 443025 & RIV. CO. MAP NO. 205/002.

INDICATES RESTRICTED ACCESS

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 21664-1
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F. Rayburn DATE: 12/10/09	SHEET 1 OF 1 SHEET

ACKNOWLEDGMENT

State of California)
) ss
County of Riverside)

On _____, 200__ before me, _____,
(Name of Notary)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signature(s) on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
(Notary Signature)

Mail Tax Statements To:
Finance Department
City of Wildomar
23873 Clinton Keith Rd
Ste 201
Wildomar, CA 92595

SUMMARY BASIS OF VALUATION STATEMENT

Summary of the Basis for Just Compensation
Interstate 15 & Clinton Keith Interchange Project
Murrieta Acres Property - Property ID 14491

This **Appraisal Summary Statement**, which summarizes the **Basis for the Just Compensation**, has been prepared in compliance with eminent domain laws of the State of California and California Code of Civil Procedure 1255.010 (b).

BASIS OF VALUATION:

The fair market value for the property to be acquired is based upon an appraisal prepared in accordance with accepted appraisal principles and methodologies. Recent sales of comparable properties and income data (if applicable) are considered appropriate and have been utilized for subject valuation. Full consideration is given to zoning, development potential and the income the property is capable of producing, if any.

Code of Civil Procedure Section 1263.320 defines Fair Market Value as follows:

a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to be a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

Section 1263.330 provides that the fair market value shall not include an increase or decrease in value attributable to the project for which the property is to be acquired.

BASIC PROPERTY DATA:

Owner:	Murrieta Acres
Total Property Area:	26.49 acres (1,153,904 square feet)
Assessor's Parcel No.:	376-410-013, -022, and -023
Property Address:	North side of Clinton Keith Road, east of the I-15 freeway in Wildomar, Riverside County, and State of California
Legal Description:	Parcel 2 of Lot Line Adjustment No. 4298, in the County of Riverside, State of California, recorded March 9, 2001 as Instrument No. 2001-95719 of Official Records, described as follows: Those portions of Parcels 4 and 5 of Amended Parcel Map 22776 as shown by map on file in Book 158 of Parcel Maps, Pages 37 through 41 inclusive thereof, lying in Section 1, Township 7 South, Range 4 West, San Bernardino Meridian, California.

Public use for which the property is to be acquired:

The proposed acquisition is for the Interstate 15 and Clinton Keith Road Interchange Project.

Location and extent of property to be acquired:

The required portion of the subject larger parcel, identified as Parcel No. 21664-1, is a public road fee acquisition area of 6,118 square feet. The required portion is located along the western boundary of the subject property (Property ID 14491).

Within the Acquisition Area detailed above, the City of Wildomar has a current easement over Catt Road for road purposes. As part of this project, this easement will be quit claimed and re-acquired in fee (essentially an upgrade from easement to fee). This area is 890 square feet and is identified by the County of Riverside as Parcel 21664-2QC. *Therefore, compensation will be provided for 2 areas within the acquisition area: 5,228 sq ft. outside the existing Catt Road easement and 890 sq ft. within the road easement.*

Interest to be acquired:	Fee Simple Interest and Easement Upgrade to Fee Simple Interest.
Zoning:	C-P-S with a General Plan Land Use of CO-Commercial Office, City of Wildomar, Riverside County.
Present use:	The subject property is unimproved, vacant freeway-frontage land being held for future development as an assisted living community.
Date of valuation:	February 5, 2010
Highest and best use	Development for assisted living community use, similar to preliminary site plan, or hold for future development as a mixed use project including professional and administrative offices.

Summary and Conclusion of Value:

Larger Parcel	$13,847,000
Property To Be Acquired Fee Acquisition for Public Road Widening	$65,236
Value of the Remainder as Part of the Whole	$13,781,764
Severance Damages	$0
Benefits	$0
Net Severance Damages	$0
Total Fair Market Value for Property Rights to be Acquired	**$65,236**

THE FOLLOWING INFORMATION IS BASED ON THE ENTIRE SUBJECT PARCEL:

1. The sales comparison approach is based on the consideration of comparable land sales with commercial zoning in the subject market area:

   Sales Comparison Approach:

   Eight market data represent the most comparable land sale transactions within the subject market area. The parcel sizes range from 9.02 acres to 28.00 acres. The sales prices range from $6.22 to $20.65 per square foot.

   The subject is a well located property on a major thoroughfare in Wildomar between Temecula and Lake Elsinore. Economic constraints include the current real estate recession - housing and retail, which has led to increased vacancies and increased cap rates. *Land values have begun to drop as a result.* The capital markets are not fully performing and financing has become a hurdle for many buyers. Many projects have been put on hold as the retail industry has been taking losses. It is, however, very well located at the freeway off-ramp with infrastructure close by and has some conceptual site plans.

   Following adjustments for differences, the adjusted value range for the subject is $10.00 - $12.00 per square foot. Due to the location near the corner of a major freeway interchange, the conceptual site plans, as well as the eminent domain nature of this valuation, we have reconciled at the high end of the range, $12.00 per square foot for the fair market value of the Larger Parcel. Therefore, the fee simple fair market value of the subject property via the Sales Comparison Approach, as of February 5, 2010 is as follows:

   26.49 acres/1,153,904 sq. ft. @ $12.00 per sq. ft = **$13,846,853**

   Rounded to $13,847,000

See attached sheets for principle transactions and sales location map.

2. The cost approach is based in part on a replacement cost new of improvements less depreciation. Cost information was obtained from cost service publications and/or knowledgeable vendors. Cost Approach: Not Applicable

3. The income approach is based on an analysis of income and expenses to the property. Income Approach: Not Applicable

FAIR MARKET VALUE OF PROPERTY TO BE ACQUIRED

Fee Simple Interest

Outside Existing Catt Road Easement

The 5,228 square foot area to be acquired as a public road fee acquisition is necessary to accommodate the I-15/Clinton Keith Road Interchange Project. The fair market value of the portion to be acquired is based on the value of the larger parcel ($12.00 per square foot estimated value). The value of the acquisition areas are calculated as follows:

Partial Fee Acquisition	5,228 sq. ft. x $12.00 per square foot = $62,736

Inside Existing Catt Road Easement

The fair market value of the upgrade of 890 square foot within the existing road easement for Catt Road from easement to fee is **nominal**. Based on the fact that no site improvements are affected and the very minimal affect of the fee acquisition (the property owner has essentially given up all rights of the road easement), we conclude a nominal value of **$2,500** because we believe that this would be the minimum transfer amount for property rights to be transferred in the market.

Easement Upgrade to Fee Simple Interest	Nominal = $2,500

Summary of Permanent Acquisition

Outside Existing Catt Road Easement	**5,228**	**sq. ft.**	**=**	**$62,736**
Inside Existing Catt Road Easement	**890**	**sq. ft.**	**=**	**$2,500**
				$65,236

Severance Damages

In the partial acquisition of real estate, the most reliable measurement of severance damages is the diminution of market value to the Remainder property which results from the acquisition or construction of improvements as planned. Issues considered in this analysis include the project's impact, if any, on the Remainder Parcel's highest and best use, site utility, development potential, drainage, landscaping, hardscape, proximity to existing improvements, access, parking and security.

The Remainder Parcel, in the After Condition, will have similar highest and best use in comparison with the Before Condition. The I-15/Clinton Keith Road Interchange Project will not impact the future development/redevelopment of the site nor will it impact access. Based on the foregoing, access will remain the same in the Before and After Conditions; therefore, severance damages are not applicable.

Benefits

Under California law, benefits may be used to offset damages only. The After Condition analysis indicates the subject is not affected by severance damages. It is our opinion, the project will provide public benefits by enlarging the Clinton Keith intersection. While public benefits are recognized, it does not provide specific benefits directly to the subject property at present. Therefore, benefits have not been quantified at this time.

MARKET DATA SUMMARY GRID
Large Commercial Land Sales (9-50 acres)

DATA NO.	LOCATION/APN	PARCEL SIZE	ZONING/ GENERAL PLAN	DATE OF SALE/ DOC. NO.	SALES PRICE	SALES PRICE PER SF	COMMENTS
1	NEC Linnel Lane and McElwain Road, Murrieta 392-280-006 (now -007)	15.50 ac / 675,180 sf	BP	11/15/2007 #692883	$4,200,000	**$6.22**	Good freeway visibility. Not at an off ramp. 1 year escrow. Raw land. Site is adjacent to and north of The Orchard-Stone Creek community shopping center. Bought by Kaiser Foundation Health for medical offices.
2	SEC of Linnel Lane & McElwain Road, Murrieta 392-450-014	14.35 ac / 625,086 sf	CC	12/19/2007 #76417	$5,465,500	**$8.74**	Proposed Super Target in The Orchard - Stone Creek shopping center. 179,835 SF Super Target has since been constructed.
3	Antelope Road/Triple C Ranch Road/Joan Dunn Lane @ I-215 Murrieta						Raw parcels were purchased by the same buyer from multiple sellers for assemblage (for the development of phase 2 of a regional hospital).
a	384-240-017	4.29 ac / 186,872 sf	MU2	08/17/2007 #0585103	$1,000,000	$5.35	
b	384-240-009	2.16 ac / 94,090 sf	MU2	07/25/2008 #408382	$900,000	$9.57	
c	384-240-008	4.03 ac / 175,547 sf	MU2	07/25/2008 #407817	$2,225,000	$12.67	
d	384-240-010	2.16 ac / 94,090 sf	MU2	07/30/2008 #416463	$750,000	$7.97	
e	384-240-007	2.16 ac / 94,090 sf	MU2	08/08/2008 #438891	$830,000	$8.82	
f	384-240-005	4.03 ac / 175,547 sf	MU2	09/23/2008 #518533	$2,480,000	$14.13	
g	384-240-015	4.01 ac / 174,676 sf	MU2	10/31/2008 #582176	$1,550,000	$8.87	
h	384-240-006	2.16 ac / 94,090 sf	MU2	04/03/2009 #164266	$1,002,054	$10.65	
	Total	**25.00 ac / 1,089,000 sf**			**$10,737,054**	**$9.86**	

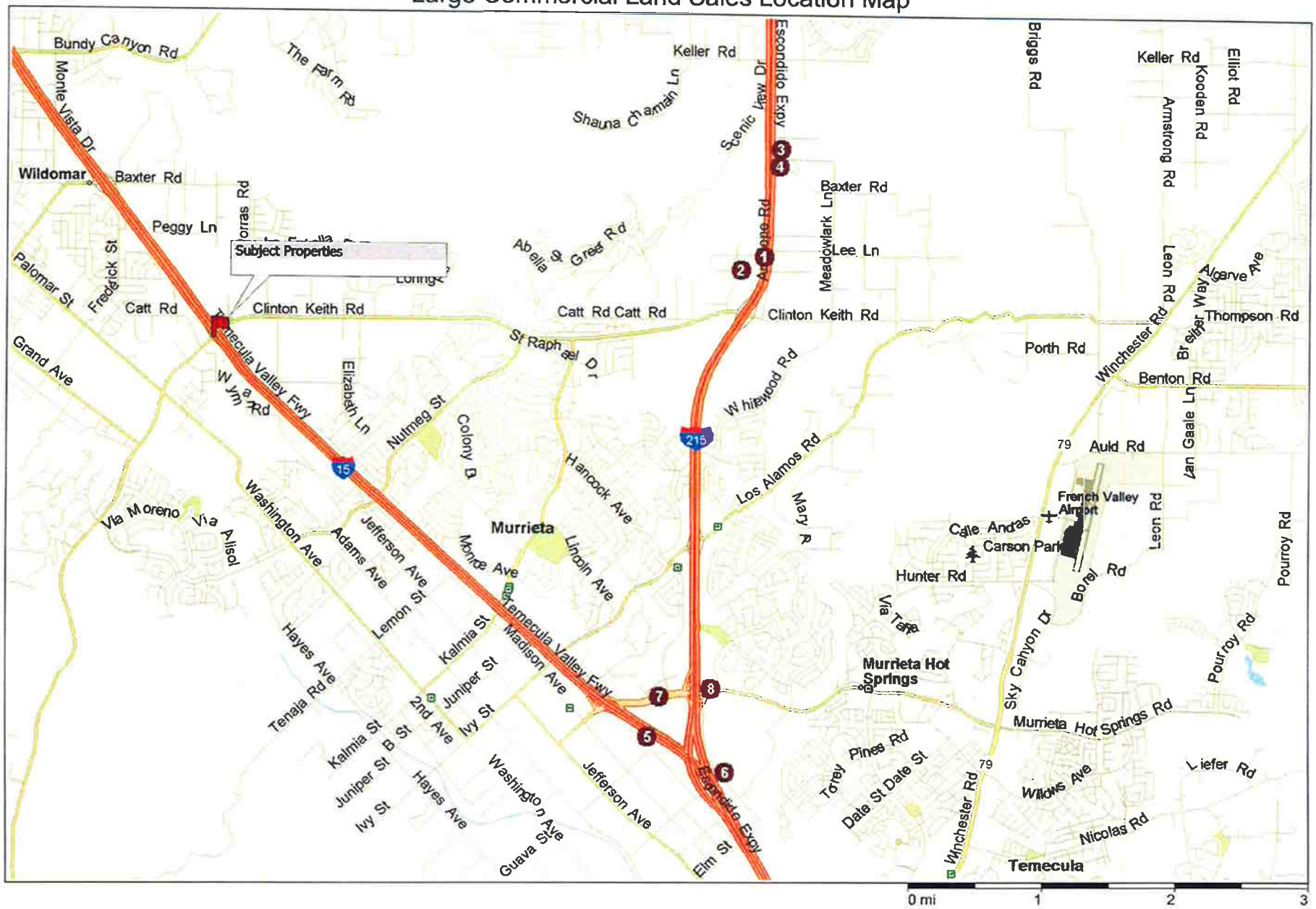
MARKET DATA SUMMARY GRID
Large Commercial Land Sales (9-50 acres)

DATA NO.	LOCATION/APN	PARCEL SIZE	ZONING/ GENERAL PLAN	DATE OF SALE/ DOC. NO.	SALES PRICE	SALES PRICE PER SF	COMMENTS
4	East side of Antelope Road at Baxter Road, Murrieta 384-250-001, 002, 384-251-001, 384-252-001, 002, 003 & 004	±28.00 ac 1,219,680sf	Golden Cities SP	05/29/2007 #382329	$12,500,000	**$10.25**	Sale was contingent on land being finished and ready to build. Land was rough graded at time of sale. Seller to build all infrastructure and bring in utilities and streets after close of escrow. Property is proposed as a hospital and medical office buildings (Phase 1). Escrow was one year.
5	Monroe Avenue and Madison Avenue (West side of I-15, east of Madison Avenue, between Guava and Murrieta Hot Springs Road), Murrieta						Freeway exposure. Freeway frontage. Sites bought as assemblage for 110,000 SF mixed use project (Cascada del Sol).
a	910-140-057	9.56 ac / 416,434 sf	CC	04/06/2007 #598713	$4,600,000	$11.05	
b	910-140-031, 032, 065, 066	9.56 ac / 416,434 sf	CC	03/12/2007 #169396	$4,950,000	$11.89	
c	910-140-064	4.39 ac / 191,228	CC	12/19/2008 #665101	$2,475,000	$12.94	
	Total	**23.51 ac / 1,024,096 sf**			**$12,025,000**	**$11.74**	
6	East side of Jackson Avenue south of Murrieta Hot Springs Road, Murrieta 910-020-013 & 044	9.02 ac / 392,922 sf	PC	04/23/2007 #270971 #270973	$5,712,060	**$14.54**	Freeway exposure, but no frontage. Located south of I-15/I-215 split.
7	Jackson Drive @ Vista Murrieta, Murrieta 949-140-014, 015, 016, 017	15.13 ac / 659,063 sf	MU1	07/05/2007 #439510	$9,853,500	**$14.95**	Freeway exposure and frontage. Located north of Murrieta Hot Springs Road.

MARKET DATA SUMMARY GRID
Large Commercial Land Sales (9-50 acres)

DATA NO.	LOCATION/APN	PARCEL SIZE	ZONING/ GENERAL PLAN	DATE OF SALE/ DOC. NO.	SALES PRICE	SALES PRICE PER SF	COMMENTS
8	North side Murrieta Hot Springs @ I-15 Murrieta						Raw parcels were purchased by the same buyer from multiple sellers for assemblage (for the development of a retail center).
a	910-031-010	0.50 ac / 21,780 sf	RC	2/29/2008 #101100	$200,000	$9.18	
b	910-031-001, 002, 022, 023, 024, 025, 026	5.11 ac / 222,592 sf	RC	02/29/2008 #101101	$5,485,000	$24.64	
c	910-031-003, 005, 017	3.00 ac / 130,680 sf	RC	02/29/2008 #101102	$2,065,000	$15.80	
d	910-031-008, 009, 018	4.00 ac / 174,240 sf	RC	2/29/2008 #101103	$2,751,000	$15.79	
e	910-031-004	1.00 ac / 43,560 sf	RC	2/29/2008 #101104	$1,033,045	$23.72	
f	910-031-007	0.50 ac / 21,780 sf	RC	2/29/2008 #101105	$1,032,000	$47.38	
g	910-031-015 & 021	1.64 ac / 71,438 sf	RC	03/21/2008 #140610	$1,600,000	$22.40	
	Total	**15.75 ac / 686,070 sf**			**$14,166,045**	**$20.65**	

Large Commercial Land Sales Location Map



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FILE COPY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN GRANT DEED RECORDED OCTOBER 2, 1997 AS INSTRUMENT NUMBER 359222, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF CATT ROAD (60 FOOT WIDTH), AN EASEMENT AS ADOPTED MARCH 4, 1903, PURSUANT TO ROAD RECORD 1-217, ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHERLY ONE-HALF OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15 (VARIABLE WIDTH) AND THE SOUTH LINE OF SAID SECTION 36, SAID SOUTH LINE BEING THE CENTERLINE OF SAID CATT ROAD, AS SHOWN ON CALTRANS MAP NUMBER 443025, ALSO SHOWN ON RIVERSIDE COUNTY MAP NUMBER 205, PAGE 002, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR, RIVERSIDE COUNTY, CALIFORNIA;

THENCE N 36°52'10" W, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 37.94 FEET TO AN ANGLE POINT THEREIN;

THENCE N 66°15'00" W, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 101.92 FEET TO AN ANGLE POINT THEREIN;

THENCE N 36°51'49" W, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 140.97 FEET;

THENCE S 52°25'35" E, A DISTANCE OF 252.84 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF CATT ROAD;

THENCE S 50°25'41" E, A DISTANCE OF 47.98' TO A POINT ON SAID SOUTH LINE OF SECTION 36 AND SAID CENTERLINE OF CATT ROAD;

THENCE N 89°07'58" W ALONG SAID SOUTH LINE AND CENTERLINE, A DISTANCE OF 36.76 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 6,118 SQUARE FEET, OR 0.140 ACRES, MORE OR LESS.

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A STATE HIGHWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY IN AND TO SAID STATE HIGHWAY.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000081, PAGES 1 THROUGH 8, INCLUSIVE, ON FILE AS MAP NUMBER 205, PAGES 870 THROUGH 877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

08-RIV-15-MP 13.9-21664 (21664-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F Raybl

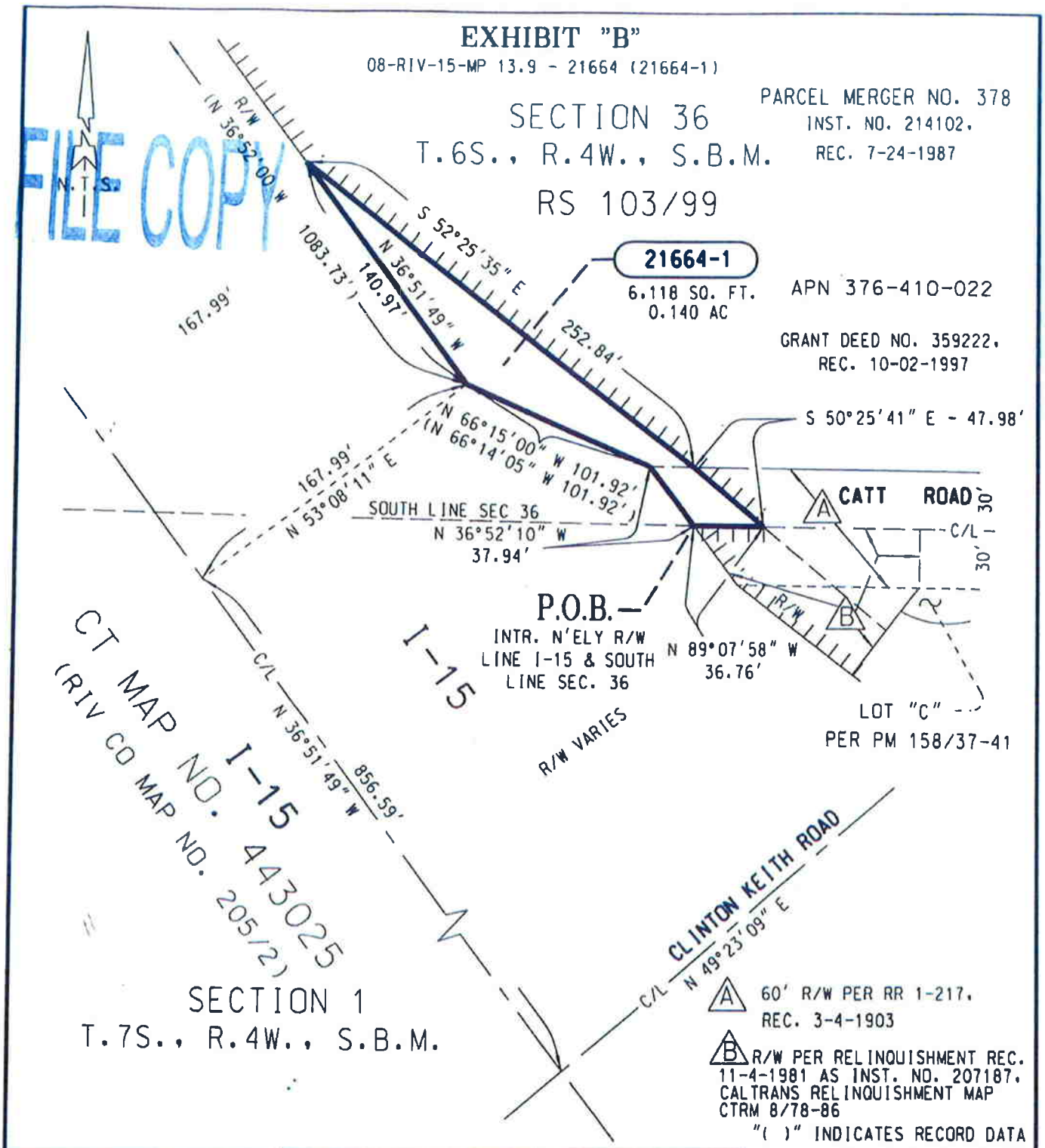
DATE: 12/10/09

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

FILE COPY

EXHIBIT "B"

08-RIV-15-MP 13.9 - 21664 (21664-1)



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

FILE COPY

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 21664-1
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: [signature] DATE: 12/10/09	SHEET 1 OF 1 SHEET

FILE COPY

EXHIBIT "A"
LEGAL DESCRIPTION
QUITCLAIM

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN GRANT DEED RECORDED OCTOBER 2, 1997 AS INSTRUMENT NUMBER 359222, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF CATT ROAD (60 FOOT WIDTH), AN EASEMENT AS ADOPTED MARCH 4, 1903, PURSUANT TO ROAD RECORD 1-217, ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHERLY ONE-HALF OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15 (VARIABLE WIDTH) AND THE SOUTH LINE OF SAID SECTION 36, SAID SOUTH LINE BEING THE CENTERLINE OF SAID CATT ROAD, AS SHOWN ON CALTRANS MAP NUMBER 443025, ALSO SHOWN ON RIVERSIDE COUNTY MAP NUMBER 205, PAGE 002, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR, RIVERSIDE COUNTY, CALIFORNIA;

THENCE N 36°52'10" W, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 37.94 FEET TO AN ANGLE POINT THEREIN, BEING THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CATT ROAD;

THENCE S 89°07'58" E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 22.54 FEET;

THENCE S 50°25'41" E, A DISTANCE OF 47.98' TO A POINT ON SAID SOUTH LINE OF SECTION 36 AND SAID CENTERLINE OF CATT ROAD;

THENCE N 89°07'58" W ALONG SAID SOUTH LINE AND CENTERLINE, A DISTANCE OF 36.76 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 890 SQUARE FEET, OR 0.020 ACRES, MORE OR LESS.

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A STATE HIGHWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY IN AND TO SAID STATE HIGHWAY.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000081 / 1 THROUGH RW 000081 / 8, INCLUSIVE, ON FILE AS MAP NUMBER 205/870 THROUGH 205/877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

08-RIV-15-MP 13.9-21664 (21664-2)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayl

DATE: 12/10/09

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

FILE COPY

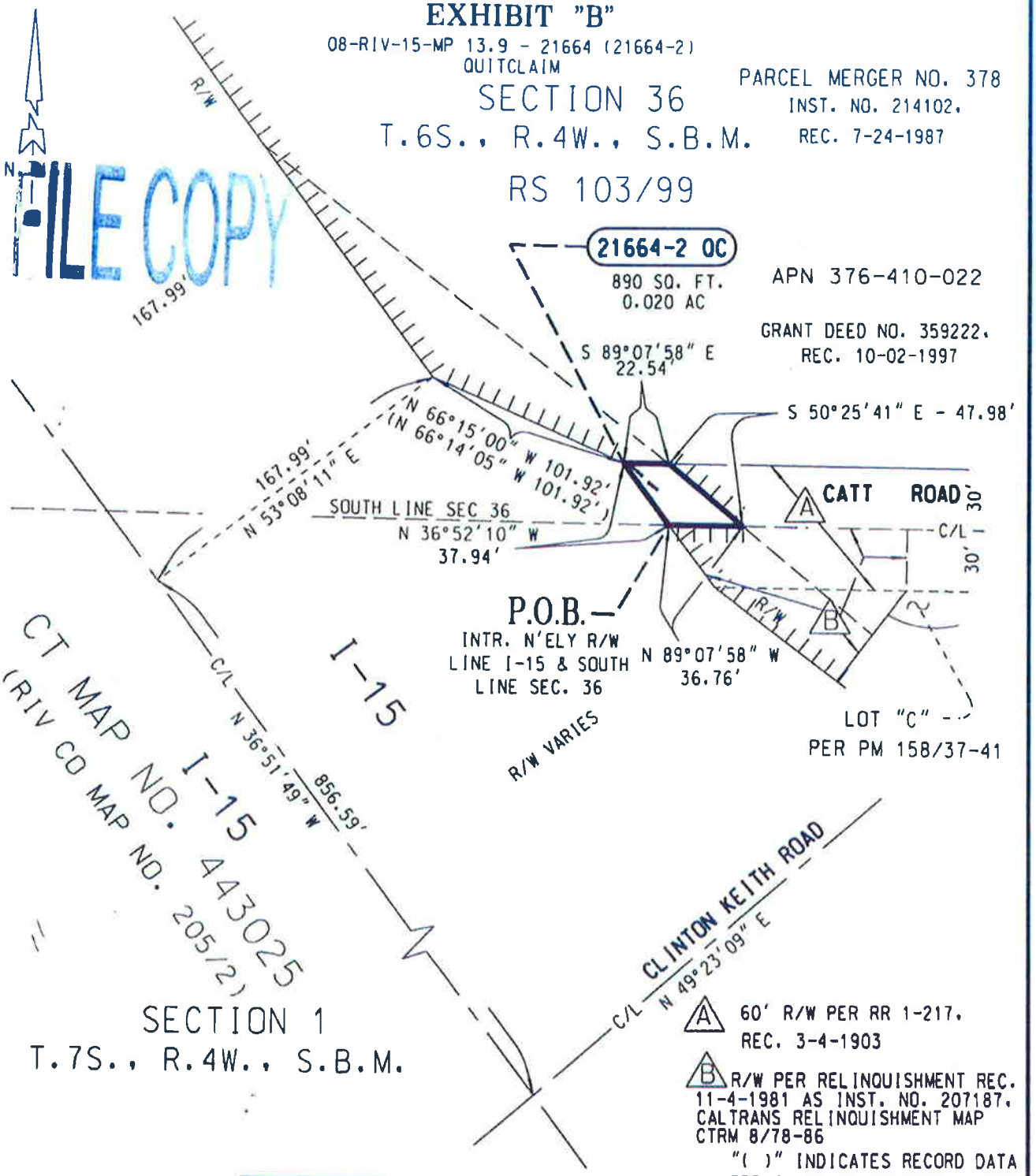
EXHIBIT "B"

08-RIV-15-MP 13.9 - 21664 (21664-2)
QUITCLAIM

SECTION 36
T.6S., R.4W., S.B.M.

RS 103/99

PARCEL MERGER NO. 378
INST. NO. 214102,
REC. 7-24-1987



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A 60' R/W PER RR 1-217, REC. 3-4-1903

B R/W PER RELINQUISHMENT REC. 11-4-1981 AS INST. NO. 207187, CALTRANS RELINQUISHMENT MAP CTRM 8/78-86

"( )" INDICATES RECORD DATA PER CALTRANS MAP NO. 443025 & RIV. CO. MAP NO. 205/002.

INDICATES RESTRICTED ACCESS

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8155
Exp. 12-31-10
STATE OF CALIFORNIA

FILE COPY

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 21664-2 QC
PROJECT: I-15 / CLINTON KEITH ROAD	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F. Ray DATE: 12/10/09	SHEET 1 OF 1 SHEET

Lawyers Title
4100 Newport Place Drive
Suite 120
Newport Beach, CA 92660
Phone: (949) 724-3170

County of Riverside RE Div.
3133 Mission Inn Ave

Riverside, CA 92507

Attn: **Sue Anna Schatz**

Your Reference No: 376-410-022

Property Address: Vacant Land, Riverside County, California

Our File No: 11699239 - 10
Title Officer: Chris Maziar
e-mail: unit10@ltic.com
Phone: (949) 724-3170
Fax: (949) 258-5740

PRELIMINARY REPORT (V2)

Dated as of March 19, 2010 at 7:30 a.m.

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

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

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

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

SCHEDULE A

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

ALTA Owners 2006 Policy (6-17-06)

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

A FEE

Title to said estate or interest at the date hereof is vested in:

Thomas Plott and Elizabeth R. Plott, a widow

The heirs or devisees of Thomas Plott, deceased, their interest being subject to the administration of the estate of said decedent.

Subject to Requirement No. 2, and Item Nos. 9 & 10 of Schedule B - Section B

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

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

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1:

All that portion of the Southwest ¼ of Fractional Section 36, Township 6 South, Range 4 West, San Bernardino Base and Meridian, lying Northeasterly of the highway as conveyed to the State of California by Deed recorded March 26, 1954 as Instrument No. 15304, Official Records, Riverside County Records.

Excepting therefrom ½ of all oil, gas and other hydrocarbon substances and minerals below depth of 500 feet from the surface but without the right to enter upon or use the surface of said real property as reserved by Sidney Snyder, et al, in deed recorded December 19, 1958 in Book 2383, Page 250, Official Records, Riverside County Records.

A Notice of Intent to Reserve Mineral Rights pursuant to Section 883.230 California Civil code was recorded January 23, 1985 as Instrument No. 14390 Official Records.

Parcel 2:

The West 150 feet of the Southeast ¼ of the Southeast ¼ of Section 36, Township 6 South, Range 4 West, San Bernardino Base and Meridian.

Excepting therefrom the above described property, ½ of all oil, gas and other hydrocarbon substances and minerals below a depth of 500 feet from the surface but without the right to enter upon or use the surface of said real property, as reserved by Sidney Snyder, et al, in Deed recorded December 19, 1958 in Book 2383, Page 250, Official Records, Riverside County Records.

Said land is also situated in the unincorporated area of Riverside County.

A Notice of Intent to Reserve Mineral Rights pursuant to Section 883.230 California Civil code was recorded January 23, 1985 as Instrument No. 14390 Official Records.

Pursuant to Certificate of Parcel Merger No. 378, recorded July 24, 1987 as Instrument No. 214102, Official Records, said land is now known as:

That portion of the Southeast Quarter of Fractional Section 36, Township 6 South, Range 4 West, San Bernardino Base and Meridian, in the unincorporated territory of the County of Riverside, State of California, described as follows:

Beginning at the Southeast corner of Section 36;
Thence Westerly along the South line of said Section line and center line of Catt Road, South 88° 48′ 45″ West, 1532.29 feet to the Southeasterly terminus of "Course B" as described in deed to the State of California, recorded March 26, 1954 in Book 1569, Page 396 of Official Records;
Thence leaving said Southerly line North 38° 55′ 30″ West, 37.94 feet to the Northerly line of Catt Road and the true point of beginning;
Thence North 68° 20′ 12″ West, 101.82 feet;
Thence North 38° 55′ 30″ West, 1083.73 feet;
Thence North 35° 55′ 15″ West, 100.24 feet;
Thence North 38° 55′ 30″ West, to a point on the North line of the Southwest Quarter of the Southeast Quarter of said Fractional Section 36;
Thence Easterly along said Northerly line, North 88° 45′ 13″ East, 1283.75 feet to the Northeast corner of the Southwest Quarter of the Southeast Quarter;
Thence Easterly along the Northerly line of the Southeast Quarter of the Southeast Quarter, North 88° 45′ 13″ East, 150.00 feet;
Thence leaving said Northerly line, South 01° 09′ 02″ East, 1292.78 feet to the Northerly line of Catt Road;
Thence continuing along the Northerly line of said Catt Road, South 88° 48′ 45″ West, 376.95 feet to the true point of beginning.

Excepting therefrom one-half of all oil, gas and other hydrocarbon substances and minerals below a depth of 500 feet from the surface, but without the right to enter upon or use the surface of said real property, as reserved by Sidney Snyder, et al., in Deed recorded December 19, 1958 in Book 2383, Page 250, Official Records, Riverside County Records.

A Notice of Intent to Preserve Mineral Rights pursuant to Section 883.230 California Civil Code was recorded January 23, 1985 as Instrument No. 14390, Official Records.

Assessor's Parcel Number: **376-410-022, 013, 023**

SCHEDULE B – Section A

The following exceptions will appear in policies when providing standard coverage as outlined below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

SCHEDULE B – Section B

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

A. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2010 – 2011 which are a lien not yet payable.

B. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2009 - 2010
1st Installment:	$1,347.93
2nd Installment:	$1,347.93
Exemption:	$none
Code Area:	025-007
Assessment No.:	376-410-013-5

C. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2009 - 2010
1st Installment:	$8,127.83
2nd Installment:	$8,127.83
Exemption:	$none
Code Area:	025-007
Assessment No.:	376-410-022-3

D. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year	2009 - 2010
1st Installment:	$1,922.49
2nd Installment:	$1,922.49
Exemption:	$none
Code Area:	025-007
Assessment No.:	376-410-023-4

E. The lien of any special assessment or tax resulting from the inclusion of the property in a special assessment district or Mello-Roos Community Facilities District, which may exist by virtue of assessment maps or notices filed and/or recorded by any such district. Assessments, if any, arising from such assessment districts may be collected with the regular real property taxes.

F. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.

1. Water rights, claims or title to water, whether or not shown by the public records.

2. An easement in favor of the public over any existing roads lying within said land.

3. The fact that the ownership of said land does not include any rights of ingress or egress to or from the freeway adjacent to said land, said rights having been relinquished by deed to the State of California,

Recorded:	March 26, 1954 as Instrument No. 15304, in Book 1569, Page 396 of Official Records
And recorded:	April 11, 1957 as Instrument No. 26586 of Official Records

4. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Purpose:	road
Recorded:	July 21, 1972 as Instrument No. 96472 of Official Records
Affects:	said land more particularly described therein.

5. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	Southern California Edison Company
Purpose:	public utilities
Recorded:	July 10, 1974 as Instrument No. 86494 of Official Records
Affects:	said land more particularly described therein.

6. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein.

Lessor:	Wildomar Square Associates Limited Partnership, a California Limited Partnership
Lessee:	Pace Membership Warehouse, Inc., a Colorado Corporation
Disclosed by:	Memorandum of Lease
Recorded:	December 18, 1990 as Instrument No. 457188 of Official Records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

7. Any boundary discrepancies, rights or claims which may exist or arise as disclosed by a Record of Survey

Recorded	in Book 103, Page 99 Record of Survey

8. The matters contained in a document entitled "Resolution No. 2001-317" recorded October 5, 2001 as Instrument No. 2001-486653 of Official Records.

Reference is made to said document for full particulars.

9. The effect of a Trust Transfer Deed

Dated:	January 15, 2005
Executed by:	Elizabeth R. Plott as Executor of the Estate of Thomas E. Plott and Elizabeth R. Plott, an unmarried woman, individually
In favor of:	Elizabeth R. Plott as Trustee of the Plott Family Revocable Trust dated March 31, 1999
Recorded:	February 1, 2005 as Instrument No. 2005-0091414 of Official Records

No statement is made as to the validity of said document. Please contact your Title Officer for information.

10. The effect of a Grant Deed

Dated:	September 29, 2005
Executed by:	Elizabeth R. Plott as Trustee of the Plott Family Revocable Trust dated March 31, 1999
In favor of:	Murrieta Acres, LLC
Recorded:	October 17, 2005 as Instrument No. 2005-0854828 of Official Records

No statement is made as to the validity of said document. Please contact your Title Officer for information.

11. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	County of Riverside, a political subdivision
Purpose:	public road and drainage purposes
Recorded:	February 28, 2007 as Instrument No. 2007-0137042 of Official Records
Affects:	said land more particularly described therein.

A Plat is attached to and made a part of said document which indicates the location or approximate location of said easement.

12. An irrevocable offer to dedicate a portion of said land for the purposes stated herein.

In favor of:	The County of Riverside, on behalf of Riverside County Flood Control and Water Conservation District
For:	a storm drain easement for flood control and drainage purposes
Recorded:	March 13, 2007 as Instrument No. 2007-0170124 of Official Records

Affects: Portions of the herein described land, the exact location of which can be determined by examination of the above-mentioned instrument, which contains a complete legal description of the affected portions of said land.

13. Any invalidity or defect in the title of Vestees in the event such trust is invalid or fails to confer sufficient powers in the trustees or in the event there is lack of compliance with the terms and provisions of the trust instrument.

14. Title search discloses no open deeds of trust. Please confirm prior to close of escrow.

15. Matters which may be disclosed by an inspection or by a survey of said land that is satisfactory to this Company, or by inquiry of the parties in possession thereof.

16. Any rights, interests or claims of the parties in possession of said land, including but not limited to those based on an unrecorded agreement, contract or lease.

    This Company will require that a full copy of any unrecorded agreement, contract or lease be submitted to us, together with all supplements, assignments and amendments, before any policy of title insurance will be issued.

17. Any easements not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.

18. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.

END OF SCHEDULE B EXCEPTIONS

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

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

March 30, 2010

Richard S. Pavelec and Cissy Fisher
2106 Hartford Street
San Diego, CA 92110-2340

VIA CERTIFIED U.S. MAIL
Receipt # 7008 3230 0000 8948 6550

RE: Offer to Acquire Property Rights

I-15 Clinton Keith Interchange Project – ACQ File: 09-04-06- Wildomar, California
Riverside County Assessor's Parcel Number(s): 380-240-007

Dear Property Owner:

As you are aware, the County of Riverside, in cooperation with the City of Wildomar (City) is proposing to reconstruct the current two-lane I-15/Clinton Keith Road with a six-lane facility and adding limited length auxiliary lanes on I-15 prior to and after the exit and entrance ramps. The reconstruction of the interchange will utilize the existing diamond interchange configuration. The proposed road project will affect your property identified as Riverside County Assessor Parcel Number 380-240-007 and is scheduled to commence within two years after the acquisition of your property.

It is the desire of the City to acquire private property through voluntary purchase if possible. While the City has the power of eminent domain, condemnation has not been authorized with respect to the subject property as of this date.

A review of public records indicates you are the owner of record of the property the City is considering acquiring for this project. Specifically, a 1,763 square foot area of your property is needed to construct the road improvements along Clinton Keith Road. The Real Property Interests needed for the Project are more particularly described in Exhibits A and depicted in Exhibits B referenced in the attached Agreement for Acquisition of Fee Interest in Real Property.

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

Robert Shea Perdue, real estate appraiser with Robert Shea Perdue Real Estate Appraisal, has inspected and appraised the Property for the purpose of determining its fair market value. The appraiser has determined the fair market value of the real property interests to be acquired at $52,890.00 (Fifty Two Thousand Eight Hundred Ninety Dollars). Accompanying this letter is a summary of the appraisal report, which is the basis for establishing the fair market value of the property.

Based upon the fair market value, the City is hereby offering to purchase the Real Property Interests for $52,890.00. The amount offered by the City is contingent upon acceptance by the various interest holders, if any, and would be allocated amongst those parties claiming a valid interest in the Property.

While staff proposes to recommend the acquisition of the Real Property Interests, no decision to acquire can be made until the City Council for the City formally acts to approve this acquisition. Nothing in this letter is meant to pre-commit the City Council or otherwise limit the options available to it. Consequently this offer, if accepted and the acquisition of the Real Property Interests require the City Council to ratify this offer by authorizing the City Manager to execute the Purchase Contract.

Please be advised that this letter, the offer and all other matters stated herein are made under the provisions of California Evidence Code Section 1152 and 1154, Section 1255.060 of the Code of Civil Procedure, and Sections 7267.1 and 7267.2 of the Government Code, and shall not be admissible in evidence in any eminent domain proceeding which may subsequently be instituted for acquisition of the subject property, or in any other action.

The City has retained Interwest Consulting Group to assist in the acquisition of the Property. Please contact John F. Almazán at (916) 214-5742 to further discuss this offer. We look forward to working with you cooperatively on this transaction.

Sincerely,

for Julie Cline
Real Estate Manager
City of Wildomar

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

cc: John F. Almazán – Interwest Consulting Group, Senior Real Property Agent

Attachments:
-Agreement for Acquisition of Fee Interest
-Appraisal Summary Statement
-Summary Statement Relating to the Purchase of Real Property or an Interest Therein
-Conveyance Deeds

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

CITY OF WILDOMAR

SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

The City of Wildomar (City) is proposing to purchase real property or interests therein in connection with the construction of the **I-15/Clinton Keith Interchange Project** and related improvements and appurtenances.

Your property located on 23819 Clinton Keith Road Wildomar, CA, is within with the project area and identified by your County Assessor as Parcel No. 380-240-007.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines require that you, as an owner from whom a public agency proposes to purchase real property or an interest therein or as a tenant owning improvements on the property must be provided with at a minimum, a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment of the probable amount of just compensation prior to vacating the real property being acquired unless you have heretofore waived such entitlement. In the event of any voluntary purchase or sale of the property or interests, you would not be required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes allocable to any period following the passage of title or possession.

2. The City will offer to purchase any remnant(s), if any, considered by the City to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and which is/are contiguous to the land being conveyed.

3. All buildings, structures and other improvements affixed to the land described in the referenced document(s) covering this transaction, and which are owned by you as the owner or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The real property interest(s) proposed to be acquired is: Fee. The property being purchased comprises 1,763 square feet and is described in the attached deed and outlined in color on the attached map.

4. The market value of the property proposed to be acquired is based upon a market value appraisal which is included in the attached Appraisal OR summarized on the attached Valuation Summary Statement, and such amount:

   A. Represents the full amount of the appraisal of just compensation for the property proposed to be purchased;

   B. Is not less than the approved appraisal of the fair-market value of the property as improved;

   C. Disregards any decrease or increase in the fair market value of the real property proposed to be acquired prior to the date of valuation which might be caused by the Project itself or by the likelihood that the property would be acquired for or in connection with the Project, other than that due to physical deterioration within the reasonable control of the owner or occupant; and

   D. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the City.

5. Pursuant to Code of Civil Procedure Section 1263.025 should you elect to obtain an independent appraisal, the City will pay for the actual reasonable costs up to Five Thousand ($5,000) Dollars subject to the following conditions:

   A. You, not the City, must order the appraisal. Should you enter into a contract with the selected appraiser, the City will not be a party to the contract;

   B. The selected appraiser is licensed with the Office of Real Estate Appraisers (OREA);

   C. Appraisal cost reimbursement must be made in writing, and submitted to the City at 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595; Attn: Real Property Acquisition, within ninety (90) days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and the invoice for the completed

work by the appraiser must be provided to the City concurrent with the submission of the written request. The costs must be reasonable and justifiable.

6. If you are the owner of a business conducted on a property proposed to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, you may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the owner and/or lessee's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.

7. If you ultimately elect to reject the City's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.

8. You are entitled to receive all benefits that are available through donation to the City of all or part of your interest in the real property sought to be acquired by the City as set out in Streets and Highways Code Sections 104.2 and 104.12.

File No.: ACQ 09-04-06
Project: I-15/ Clinton Keith Interchange Project
Parcel Nos: 21668-1 and 0264-002A
Escrow #: 11653957
Title Company: Lawyers Title
Date of Preliminary Title Report: June 11, 2009

Grantor: **Richard S. Pavelec and Cissy Fisher, Trustees of the Richard Pavelec and Cissy Fisher Family Trust, dated September 13, 2000**

Grantee: **CITY OF WILDOMAR, a Municipal Corporation**

AGREEMENT FOR ACQUISITION OF FEE INTEREST IN REAL PROPERTY

WHEREAS, the above-named Grantor(s) ("Grantor") owns that certain real property located in the City of Wildomar, County of Riverside, State of California legally described in the Legal Description identified as Exhibit "A" and depicted on the Plat Map identified as Exhibit "B", attached hereto and made a part hereof ("Property"); and

WHEREAS, Grantor intends to convey to the City of Wildomar ("City") and the City intends to acquire from Grantor a Fee Simple Interest ("Fee Title") to the Property for the purpose of constructing the I-15/ Clinton Keith Interchange Project, pursuant to the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the payment and other obligations set forth below, Grantor and City mutually agree as follows:

1. Execution and Delivery to Escrow

City shall open an escrow with the title company identified above ("Escrow Holder") by delivery of a fully executed copy of this Agreement. Upon full execution of this Agreement by the parties ("Effective Date"), Grantor shall execute and notarize the Grant Deed, in the form of Exhibit "C" respectively, attached hereto and made a part hereof.

2. Payment; No Encumbrances; Taxes; Title and Condition Of Property

A. Purchase Price.

City shall tender payment to the Escrow Holder in the amount of Fifty Two Thousand Eight Hundred Ninety ($52,890) Dollars ("Purchase Price"), which is specifically agreed by the parties to be the full amount of compensation due and owing to Grantor for conveyance of the Fee Title to the City.

B. Property Interest Free of Encumbrances.

Grantor agrees and covenants that fee title to the Property shall be conveyed to City free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments or other security interests of any kind (collectively, "Encumbrances"), and that Grantor at Grantor's expense shall take all actions necessary to remove any and all Encumbrances prior to, and as an express condition precedent to, the Close of Escrow.

C. Taxes

Taxes for the fiscal year in which the escrow closes shall be cleared and paid for in the manner required by Section 5086 of the Revenue and Taxation Code. As a deduction from the amount shown in Section 2A, above, the City shall be authorized to pay any delinquent taxes due in any fiscal year, except the fiscal year in which this escrow closes, together with penalties and interest thereon; and

D. No Removal of Easements or Rights of Way; Condition of Title

Grantor shall not be required to remove: (i) easements or rights-of-way for public roads or public utilities, if any; and (ii) items specifically identified on "Title Exceptions" identified as Exhibit "D", attached hereto, if any. It shall be a condition to the Close of Escrow and a covenant of Grantor that title to the Property shall be conveyed to City by Grantor via the Grant Deed, subject only to the "Title Exceptions" identified as Exhibit "D" attached hereto, if any; and

E. No Changes

Grantor warrants and covenants that, at the Close of Escrow, there shall have been no material adverse changes in the physical or financial condition of the Property and there shall have been no material adverse change in the financial condition of Grantor or any general partners of Grantor. Grantor further covenants and agrees that, following execution of this Agreement and during the term of this Escrow, Grantor will not cause or permit any liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way, or other matters affecting title on the Property to appear of record or be revealed other than those identified on "Title Exceptions" identified as Exhibit "D", attached hereto, if any, and any such liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way, or other matters affecting title on the Property must be eliminated to City's satisfaction by Grantor prior to the Close of Escrow as a condition to the Close of Escrow for City's benefit.

3. Just Compensation; Waiver and Release

A. Grantor agrees that performance of this Agreement by City, including the payment recited in Section 2A, above, shall constitute full and fair compensation and consideration for any and all claims that Grantor, and its successors and assigns, may have against City by reason of the acquisition, improvement, possession, use and/or occupancy of the Property, and Grantor, on behalf of itself and its successors and assigns, hereby knowingly and voluntarily waives, and expressly releases and discharges City, and any and all of City's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from liability in regard to, any and all such claims, including claims for severance or taking compensation or damages to the remainder not taken on account of the acquisition of the Property or the location, establishment, construction and/or operation of the above-named Project. This waiver and release shall survive the Close of Escrow.

B. The foregoing waiver and release shall include the waiver and release of any and all rights or claims that Grantor has, may have or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation;

except as provided herein. Grantor, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges City, and any and all of City's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from liability in regard to any claims for the following: relocation assistance or benefits, if any, to which Grantor may be entitled pursuant to applicable State, Federal or local laws or regulations , precondemnation damages, lost business goodwill, lost profits, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback from City, or receive any financial gain from, the City's sale of any portion of the Property, any right to challenge City's adoption of a resolution of necessity, any right to receive any notices required for a new or reauthorization resolution or for a right of first refusal , and litigation expenses, attorney's fees and/or costs. This waiver and release shall survive the Close of Escrow. Grantor is aware of and understands all potential benefits to which he/she/it is otherwise entitled and has had the opportunity to discuss potential benefits with representatives of the City and with legal counsel of his/her/its choice.

4. Waiver under Section 1542

The parties intend that this Agreement will result in a full, complete, and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Property by the City, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which a party is, or may be, entitled is intended to be full and complete. Accordingly,

A. Grantor hereby waives any and all rights or benefits arising from and/or related to the City's acquisition, possession and/or use of the Property that it may have under section 1542 of the Civil Code of the State of California which provides:

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

B. The Grantor represents and warrants that he/she/it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of their choice.

5. Title Insurance

City may obtain a CLTA extended coverage Grantor's policy of title insurance in the amount of the Purchase Price insuring that clear title to the Property is vested in City upon recording of the Grant Deed.

6. Escrow

Unless extended by the mutual agreement of the parties, the escrow shall close within ninety (90) days after the Effective Date of this Agreement and shall be the date the Grant Deed is recorded in the Recorder's Office for Riverside County ("Close of Escrow"); provided that if a Resolution or Resolutions of Necessity are required in order to condemn any property required for the above-named Project, the escrow shall not close prior to the adoption of the Resolution(s) of Necessity by the City Council. Nothing stated in this Agreement is intended to dictate, preclude, or limit, in

any way, the City's exercise of its discretion in determining whether or not to adopt a Resolution of Necessity. If a Resolution or Resolutions of Necessity are required and the City Council does not adopt the Resolution(s), this Agreement may, at City's election, be deemed cancelled and of no force and effect, in which event both parties shall be released from any and all liability to each other of any sort or nature relating to this acquisition or the Project, and all amounts deposited in escrow by City shall be returned forthwith to City by the Escrow Holder.

A. The Escrow Holder may expend any or all monies payable under this Agreement and deposited into escrow to discharge any obligations which are liens upon the Property, including, but not limited to, those arising from judgments, assessments, delinquent taxes for other than the fiscal year in which the escrow closes, or debts secured by deeds of trust or mortgages, and/or to defray any other incidental costs other than those specified in Section 2D hereof to be borne by the City. The Escrow Holder shall release payment to Grantor, return any credited amounts to City, and record the Grant Deed in the Recorder's Office for Riverside County upon the Close of Escrow. Title to the Property shall pass to City immediately upon Close of Escrow.

B. This Agreement may serve in whole or in part as escrow instructions. The issuance of any further escrow instructions shall be the sole responsibility of City. The Grantor agrees to execute such additional documents as may be reasonably necessary to consummate the purchase and sale herein contemplated.

7. Fees

The City shall pay all escrow, recording, and title insurance fees incurred in this transaction.

8. Possession and Use of the Property Pending Close of Escrow

Upon execution of this Agreement for Acquisition of Fee Interest in Real Property, the City shall have the immediate right of possession and use of the Property including the right to remove and dispose of improvements and construct the above-named Project commencing on the Effective Date; provided that City makes no representation that the Project shall be constructed, and no liability or obligation whatsoever shall be incurred by City by reason of any failure to construct the Project for any reason. If, after the City takes possession, the Property subsequently is not acquired by City for any reason, City shall restore the Property to the condition existing prior to the City's possession or use hereunder as set forth in Exhibit "F" attached hereto, unless otherwise agreed by the parties.

9. Eminent Domain

A. It is mutually understood that the acquisition of the Property by City is for a public purpose, and therefore, the Property is otherwise subject to taking by the power of eminent domain. The acquisition by and through this Agreement is in lieu of City's exercise of the power of eminent domain.

B. If any eminent domain action that includes the Property, or any portion thereof, has been filed by the City and after said filing the Grantor subsequently agrees and consents to the dismissal of said action, then the Grantor hereby waives any and all claims to any money that may have been deposited in any Court or with the State Treasurer in any such action and waives any and all claims for damages, costs, or litigation expenses, including

attorney's fees, arising by virtue of the abandonment of the action pursuant to Section 1268.510 of the California Code of Civil Procedure.

10. Amendment

This agreement may be modified, changed, or rescinded only by an instrument in writing executed by the parties hereto.

11. No Leases

Grantor warrants that there are no leases, tenants or occupants except as disclosed on Exhibit "E" attached hereto, on all or any portion of the Property, and the Grantor further agrees to indemnify and hold the City harmless and reimburse the City for any and all of its losses and expenses occasioned by reason of any tenant, lease or occupant of all or a portion of the Property other than what is disclosed on Exhibit "E." Grantor further agrees to indemnify and hold City harmless and reimburse the City for any payment of relocation expenses made to any tenant, lessee or occupant not disclosed on Exhibit "E." Grantor agrees not to assign, transfer or sell to any third party any right, title or interest Grantor has in the Property. The parties acknowledge that, upon acquisition by the City, any lease, tenancy or occupancy disclosed on Exhibit "E" shall terminate as to that part of the lease, tenancy or occupancy being acquired by the City pursuant to this Agreement.

12. Grantor's Representations

A. Grantor makes the following representations and warranties:

i. Grantor certifies that it owns full legal title to the Property, and has full power and authority to convey all property rights described herein to City.

ii. This Agreement constitutes a legal, valid, and binding obligation of Grantor enforceable in accordance with its terms.

iii. To the best of Grantor's knowledge there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, or any portion thereof, or pending or threatened against Grantor which could (i.) affect Grantor's title to the Property, or any portion thereof, (ii.) affect the value of the Property, or any portion thereof, or (iii.) subject any Grantor of the Property, or any portion thereof, to liability.

iv. To the best of Grantor's knowledge, there are no uncured notices, which have been served upon Grantor from any governmental agency notifying Grantor of any violations of law, ordinance, rule, or regulation, which would affect the Property, or any portion thereof.

v. There are no Hazardous Substances (as defined below), or storage tanks containing Hazardous Substances, in, on, under, or about the Property.

vi. To the best of Grantor's knowledge, there has been no production, storage, disposal, presence, observance, or release of any Hazardous Substances in, on, under, or about the Property.

vii. The Grantor and the Property are not in violation of any federal, state, or local law, ordinance, regulation, order, decree, or judgment relating to Hazardous Substances and/or environmental conditions in, on, under, or about the Property.

viii. To the best of Grantor's knowledge, there are no notices or other information giving Grantor reason to believe that any conditions existing on the Property or in the vicinity of the Property subject or could subject any Grantor of the Property to potential liabilities under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement that pertains to the regulation of Hazardous Substances and/or the protection of public health and safety and/or the environment, including, but not limited to, the ambient air, soil, soil vapor, groundwater, surface water or land use.

ix. To the best of Grantor's knowledge, there are no violations of any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement that pertains to the regulation of Hazardous Substances and/or the protection of public health and safety or the environment, including, but not limited to, the ambient air, soil, soil vapor, groundwater, surface water or land use, nor of any legal, administrative or other action or proceeding, pending or threatened, affecting the Property and relating to Hazardous Substances and/or environmental compliance.

x. To the best of Grantor's knowledge, there is no license, permit, option, right of first refusal, or other agreement, written or oral, which affects the Property or any portion thereof.

xi. To the best of Grantor's knowledge conveyance of the property rights described herein will not constitute a breach or default under any agreement to which Grantor is bound and/or to which the Property is subject.

B. Each of the above warranties and representations is material and is relied upon by City separately and collectively. Each of the above representations shall be deemed to have been made as of the date that the Grant Deed is recorded, and shall survive the recording of the Grant Deed by a period of two years following the date that the Grant Deed is recorded. If, before the recording of the Grant Deed Grantor discovers any information or facts that would materially change any of these warranties and representations, Grantor shall immediately give notice in writing to City of such facts and information. If any of the foregoing warranties and representations cease to be true before the recording of the Grant Deed, the City may, at its unfettered discretion, either cancel and terminate this Agreement or give the Grantor the option to remedy the problem before the recording of the Grant Deed or deduct from the payments required by Section 2B, above, as a credit to City, in an amount as determined by the City reasonably required to remedy the problem.

13. Hazardous Substances

A. Liability for Hazardous Substance

The parties acknowledge, understand, and agree that any liability associated with the presence of any Hazardous Substances, as defined below, on or adjacent to any portion of the Property shall be governed by the provisions of Section 14 below, regardless of whether any inspection, examination, sampling, testing, assessment, or other investigation is conducted by City.

"Hazardous Substance(s)" includes, but is not limited to, any hazardous or toxic substance, material or waste, or any solid waste, pollutant, or contaminant that is:

(i) Regulated by any local governmental agency, the State of California or the United States Government; (ii) defined as such in any federal, State, or local statute, ordinance, rule, or regulation applicable to the property, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (Title 42 United States Code sections 9601-9675), the Resource Conservation and Recovery Act (Title 42 United States Code sections 6901-6992k), the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code sections 25330-25395), and the Hazardous Waste Control Law (California Health and Safety Code sections 25100-25250.25); (iii) listed in the United States Department of Transportation Table (49 CFR § 172.101) or by the Environmental Protection Agency, or listed as hazardous substances by any equivalent State of California or local governmental agency, or any successor agency (40 CFR Part 302); (iv) asbestos or asbestos containing material; (v) radon gas; (vi.) petroleum or petroleum fractions; (vii) any explosive substances (viii) polychlorinated biphenyl; (ix) a radioactive material, and (x) per chlorate.

14. Indemnification

A. Each party (hereafter the "Indemnifying Party") agrees and covenants to indemnify, defend (with counsel acceptable to the other party) each other party (hereinafter "Indemnified Party'), which consent shall not be unreasonably withheld), and hold the Indemnified Party, and its officers, employees and agents, harmless from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside counsel or the City Attorney), causes of action, claims, or judgments that arise by reason of any death, bodily injury, personal injury, property or economic damage, or violation of any law or regulation, or damage to the environment, including ambient air, soil, soil vapor, groundwater, or surface water, and resulting from or in any way connected with:

i. any acts or omissions related to the performance of this Agreement;(ii) any breach of this Agreement, or; (iii.) the occupancy or use of the Property (including, but not limited to, the use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about any portion of the Property), by the Indemnifying Party, its officers, employees, agents, engineers, contractors or subcontractors, or any other person or entity employed by or acting on their behalf.

B. The parties further agree and understand as follows: a party does not, and shall not be deemed to, waive any rights against the other party which it may have by reason of the aforesaid indemnity and hold harmless agreement because of any insurance coverage available; the scope of the aforesaid indemnity and hold harmless agreements are to be construed broadly and liberally to provide the maximum coverage in accordance with their terms; no specific term or word contained in this Section shall be construed as a limitation on the scope of the indemnification and defense rights and obligations of the parties unless specifically so provided. The provisions of this Section shall survive the recording of any deeds hereunder.

15. Attorney Fees

Either party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and the prevailing party in such suit or proceeding shall be entitled to recover from the other party reasonable costs and expenses, including attorney's fees.

16. Notices

Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to the following address:

To City:
City of Wildomar
Public Works Department
Development Services
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Attention: Real Property Acquisition

To Grantor:
Richard S. Pavelec and Cissy Fisher
2106 Hartford Street
San Diego, CA 92110-2340

17. Recording

Either party may record this Agreement in the Recorder's Office for Riverside County.

18. Binding on Successors

This Agreement shall be binding on and shall inure to the benefit of the City and Grantor, and their respective successors, assigns, and transferees, and their past, present and future officers, employees and agents; provided that this Agreement may only be assigned with the written consent of both parties, and any attempt to assign this Agreement without such consent shall be void.

19. Brokers

Grantor and City each warrant to the other that no person or entity can properly claim a right to a commission, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. If any broker or finder makes any claim for a commission or finder's fee, the party through which the broker or finder makes such claim shall indemnify, defend and hold the other party harmless from all liabilities, expenses, losses, damages or claims (including the indemnified party's reasonable attorneys' fees) arising out of such broker's or finder's claims.

20. Time of Essence

Time is of the essence for each condition, term, and provision in this Agreement.

21. Waivers

No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving party.

22. Severability

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

23. Construction

Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement.

24. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action arising under or related to this Agreement shall be brought and prosecuted in the Riverside County Superior Court.

25. Special Provisions

The Special Provisions attached hereto as Exhibit "F," if any, are hereby incorporated, and made a part of this Agreement by this reference. In the event of any conflict or inconsistency between this Agreement and the Special Provisions, the terms of the Special Provisions shall prevail.

26. Entire Agreement

The parties have herein set forth the whole of their Agreement. All prior oral discussions, representations, and/or agreements, if any, are specifically superseded by this Agreement, which is intended by the parties to contain all of the terms and conditions agreed to by them with regard to acquisition of the Property by City.

27. Authority

Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

GRANTOR(S):

Richard S. Pavelec and Cissy Fisher,
Trustees of the Richard Pavelec and Cissy Fisher Family Trust, dated September 13, 2000

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

By: _____

Print: _____

Title: _____

GRANTEE:

CITY OF WILDOMAR
a Municipal Corporation

Date: _____

By: _____
Frank Oviedo, City Manager

RECOMMENDED FOR APPROVAL:

Date: _____

By: _____
John F Almazan

APPROVED AS TO FORM:

Date: _____

By: _____
Julie Biggs, City Attorney

ATTEST:

Date: _____

By: _____
Debbie Lee, City Clerk

***Note:** *If Grantor is a corporation, the following* <u>*two*</u> *signatures are required: (1) the first signature by either the Chairman of the Board, the President, or any Vice President of the corporation; and (2) the second signature by either the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of the corporation.*

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NUMBER 3959, AS DESCRIBED IN GRANT DEED RECORDED AUGUST 19, 1998, AS INSTRUMENT NUMBER 347101, AND GRANT DEED RECORDED APRIL 10, 2001, AS INSTRUMENT NUMBER 150212, BOTH RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL "A", SAID CORNER BEING THE INTERSECTION POINT OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15 (VARIABLE HALF-WIDTH) AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CLINTON KEITH ROAD (55.00 FOOT HALF-WIDTH) AS SHOWN ON AMENDED PARCEL MAP NUMBER 22776, ON FILE IN BOOK 158, PAGES 37 THROUGH 41, INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID RECORDER;

THENCE N 49°23'09" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF CLINTON KEITH ROAD, A DISTANCE OF 14.83 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1744.83 FEET;

THENCE NORTHEASTERLY, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 04°49'25", AN ARC DISTANCE OF 146.89 FEET;

THENCE S 35°47'26" E ALONG A RADIAL LINE, A DISTANCE OF 8.00 FEET;

THENCE S 51°27'21" W, A DISTANCE OF 85.85 FEET;

THENCE S 50°17'15" W, A DISTANCE OF 66.74 FEET;

THENCE S 22°37'28" W, A DISTANCE OF 14.88 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15;

THENCE N 24°08'53" W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 17.41 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,625 SQUARE FEET, OR 0.037 ACRES, MORE OR LESS

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A STATE HIGHWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY IN AND TO SAID STATE HIGHWAY.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCE

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000081 / 1 THROUGH
RW 000081 / 8, INCLUSIVE, ON FILE AS MAP NUMBER 205/870 THROUGH 205/877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

08-RIV-15-MP 13.6-21668 (21668-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____

DATE: 12/10/09

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NUMBER 3959, AS DESCRIBED IN GRANT DEED RECORDED AUGUST 19, 1998, AS INSTRUMENT NUMBER 347101, AND GRANT DEED RECORDED APRIL 10, 2001, AS INSTRUMENT NUMBER 150212, BOTH RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID PARCEL "A", SAID CORNER BEING THE INTERSECTION POINT OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15 (VARIABLE HALF-WIDTH) AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CLINTON KEITH ROAD (55.00 FOOT HALF-WIDTH) AS SHOWN ON AMENDED PARCEL MAP NUMBER 22776, ON FILE IN BOOK 158, PAGES 37 THROUGH 41, INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID RECORDER;

THENCE N 49°23'09" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 14.83 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1744.83 FEET;

THENCE NORTHEASTERLY, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 04°49'25", AN ARC DISTANCE OF 146.89 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 00°33'56", AN ARC DISTANCE OF 17.22 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL "A;

THENCE S 35°13'30" E ALONG A RADIAL LINE, BEING THE NORTHEASTERLY LINE OF SAID PARCEL "A", A DISTANCE OF 8.00 FEET;

THENCE S 54°29'32" W, A DISTANCE OF 17.14 FEET;

THENCE N 35°47'26" W, A DISTANCE OF 8.00 FEET TO THE **TRUE POINT OF BEGINNING**

CONTAINING 138 SQUARE FEET, OR 0.003 ACRES, MORE OR LESS

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCES.

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000081 / 1 THROUGH RW 000081 / 8, INCLUSIVE, ON FILE AS MAP NUMBER 205/870 THROUGH 205/877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

0264-002A

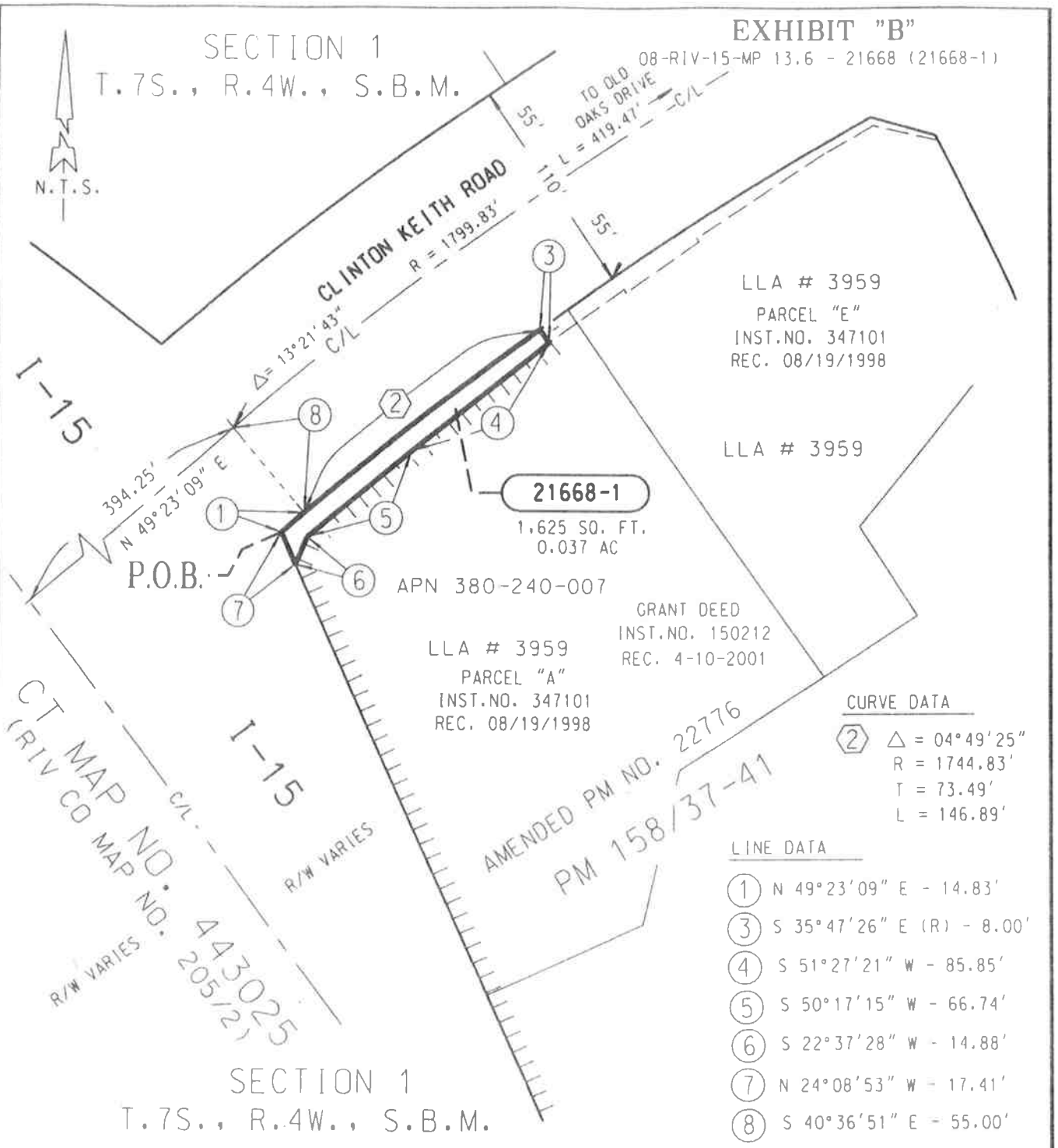
SEE ATTACHED EXHIBIT "B"

APPROVED BY: Lawrence F. Ray

DATE: 12/6/19

EXHIBIT "B"

08-RIV-15-MP 13.6 - 21668 (21668-1)



CURVE DATA

(2) Δ = 04°49'25"
R = 1744.83'
T = 73.49'
L = 146.89'

LINE DATA

(1) N 49°23'09" E - 14.83'
(3) S 35°47'26" E (R) - 8.00'
(4) S 51°27'21" W - 85.85'
(5) S 50°17'15" W - 66.74'
(6) S 22°37'28" W - 14.88'
(7) N 24°08'53" W - 17.41'
(8) S 40°36'51" E - 55.00'

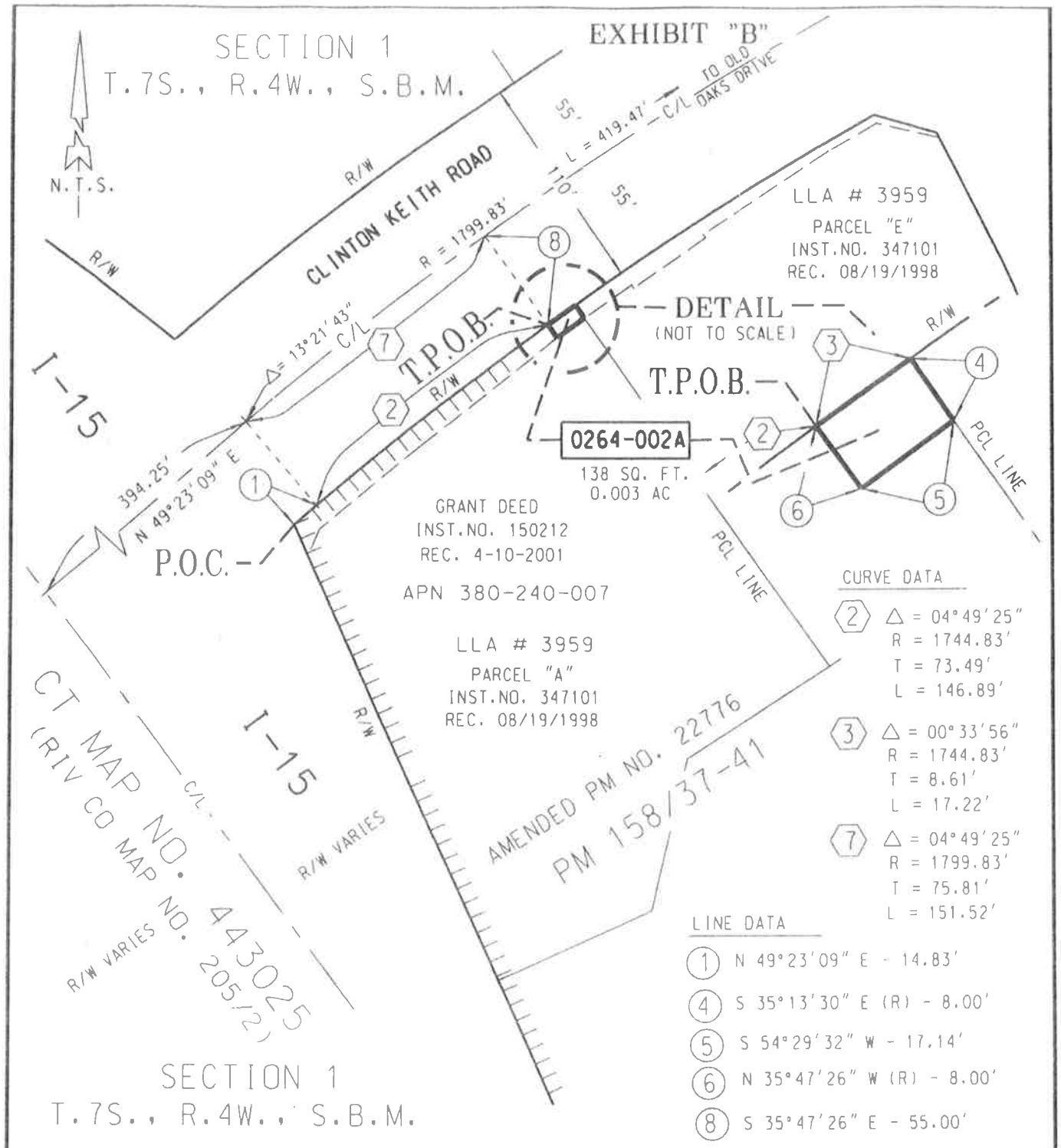
ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

INDICATES RESTRICTED ACCESS

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 21668-1
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F. Rayburn DATE: 12/10/09	SHEET 1 OF 1 SHEET

EXHIBIT "B"



CURVE DATA

(2) Δ = 04°49'25"
R = 1744.83'
T = 73.49'
L = 146.89'

(3) Δ = 00°33'56"
R = 1744.83'
T = 8.61'
L = 17.22'

(7) Δ = 04°49'25"
R = 1799.83'
T = 75.81'
L = 151.52'

LINE DATA

(1) N 49°23'09" E - 14.83'

(4) S 35°13'30" E (R) - 8.00'

(5) S 54°29'32" W - 17.14'

(6) N 35°47'26" W (R) - 8.00'

(8) S 35°47'26" E - 55.00'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

INDICATES RESTRICTED ACCESS

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0264-002A
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: [signature] DATE: 12/15/09	SHEET 1 OF 1 SHEET

Exhibit C

NO FEE DOCUMENT
Government Code §6103 & §27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
CITY OF WILDOMAR
23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595

The Above Space For Recorder's Use Only

OK to Accept: _____

Date: _____

Project Name: I-15 Clinton Keith Interchange

Address: 23805 Clinton Keith Road
APN: 380-240-007
Project No.: 21668-1 and 0264-002A
Title Order No.11653957
Escrow No. 11653957-10

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT DEED
(FOR RIGHT OF WAY PURPOSES)

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, **Richard S. Pavelec and Cissy Fisher, Trustees of the Richard Pavelec and Cissy Fisher Family Trust, dated September 13, 2000** ("GRANTOR"), hereby grants to the **CITY OF WILDOMAR**, a municipal corporation, all that real property situated in the City of Wildomar, County of Riverside, State of California, described as follows:

See Exhibit A, legal description, and Exhibit B, plat to accompany legal description, attached hereto and made a part hereof.

Executed this _____ day of _____, 20_____

Richard S. Pavelec and Cissy Fisher, Trustees of the Richard Pavele cand Cissy Fisher Family Trust, dated September 13, 2000

By: _____
[Name of Signatory]

Printed: _____

Title: _____

By: _____
[Name of Signatory]

Printed: _____

Title: _____

Mail Tax Statements To:
Finance Department
City of Wildomar
23873 Clinton Keith Rd
Ste 201
Wildomar, CA 92595

EXHIBIT "D"

Title exceptions that will not be removed, if any, as noted in preliminary title report dated June 11, 2009: #1, 2, and 3

NO ADDITIONAL ITEMS TO BE IDENTIFIED

EXHIBIT "E"

Leases

NONE

EXHIBIT "F"
Special Provisions

Reconstruction of Grantor's Remainder Property

City and its authorized agents and contractor are hereby granted permission to enter onto Grantor's remainder property to reconstruct Grantor's driveways, walkways, lawn and landscaped areas, (hereinafter referred to as "Remainder"), as necessary to conform same to the street frontage improvements, including re-grading and replanting any affected lawn and landscaped areas. The cost of such reconstruction of the Remainder property shall be borne by City, at no expense to Grantor. Such reconstruction shall be done at a time and in a manner, which the City, in its sole discretion, deems most appropriate for project purposes. Upon completion of such reconstruction, any reconstruction shall hereinafter by considered Grantor's sole property and Grantor will be solely responsible for all maintenance and repair thereto.

NO FEE DOCUMENT
Government Code §6103 & §27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
CITY OF WILDOMAR
23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595

The Above Space For Recorder's Use Only

OK to Accept: _____

Date: _____

Project Name: I-15 Clinton Keith Interchange

Address: 23805 Clinton Keith Road
APN: 380-240-007
Project No.: 21668-1 and 0264-002A
Title Order No.11653957
Escrow No. 11653957-10

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GRANT DEED
(FOR RIGHT OF WAY PURPOSES)

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See Exhibit A, legal description, and Exhibit B, plat to accompany legal description, attached hereto and made a part hereof.

Executed this _____ day of _____, 20_____

Richard S. Pavelec and Cissy Fisher, Trustees of the Richard Pavele cand Cissy Fisher Family Trust, dated September 13, 2000

By: _____
[Name of Signatory]

Printed: _____

Title: _____

By: _____
[Name of Signatory]

Printed: _____

Title: _____

Mail Tax Statements To:
Finance Department
City of Wildomar
23873 Clinton Keith Rd
Ste 201
Wildomar, CA 92595

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NUMBER 3959, AS DESCRIBED IN GRANT DEED RECORDED AUGUST 19, 1998, AS INSTRUMENT NUMBER 347101, AND GRANT DEED RECORDED APRIL 10, 2001, AS INSTRUMENT NUMBER 150212, BOTH RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL "A", SAID CORNER BEING THE INTERSECTION POINT OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15 (VARIABLE HALF-WIDTH) AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CLINTON KEITH ROAD (55.00 FOOT HALF-WIDTH) AS SHOWN ON AMENDED PARCEL MAP NUMBER 22776, ON FILE IN BOOK 158, PAGES 37 THROUGH 41, INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID RECORDER;

THENCE N 49°23'09" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF CLINTON KEITH ROAD, A DISTANCE OF 14.83 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1,744.83 FEET;

THENCE NORTHEASTERLY, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 04°49'25", AN ARC DISTANCE OF 146.89 FEET;

THENCE S 35°47'26" E ALONG A RADIAL LINE, A DISTANCE OF 8.00 FEET;

THENCE S 51°27'21" W, A DISTANCE OF 85.85 FEET;

THENCE S 50°17'15" W, A DISTANCE OF 66.74 FEET;

THENCE S 22°37'28" W, A DISTANCE OF 14.88 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15;

THENCE N 24°08'53" W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 17.41 FEET TO THE **POINT OF BEGINNING**

CONTAINING: 1,625 SQUARE FEET, OR 0.037 ACRES, MORE OR LESS

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A STATE HIGHWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY IN AND TO SAID STATE HIGHWAY.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000081 / 1 THROUGH
RW 000081 / 8, INCLUSIVE, ON FILE AS MAP NUMBER 205/870 THROUGH 205/877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

08-RIV-15-MP 13.6-21668 (21668-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____

DATE: 12/5/01

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NUMBER 3959, AS DESCRIBED IN GRANT DEED RECORDED AUGUST 19, 1998, AS INSTRUMENT NUMBER 347101, AND GRANT DEED RECORDED APRIL 10, 2001, AS INSTRUMENT NUMBER 150212, BOTH RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID PARCEL "A", SAID CORNER BEING THE INTERSECTION POINT OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15 (VARIABLE HALF-WIDTH) AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CLINTON KEITH ROAD (55.00 FOOT HALF-WIDTH) AS SHOWN ON AMENDED PARCEL MAP NUMBER 22776, ON FILE IN BOOK 158, PAGES 37 THROUGH 41, INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID RECORDER;

THENCE N 49°23'09" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 14.83 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1744.83 FEET;

THENCE NORTHEASTERLY, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 04°49'25", AN ARC DISTANCE OF 146.89 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 00°33'56", AN ARC DISTANCE OF 17.22 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL "A;

THENCE S 35°13'30" E ALONG A RADIAL LINE, BEING THE NORTHEASTERLY LINE OF SAID PARCEL "A", A DISTANCE OF 8.00 FEET;

THENCE S 54°29'32" W, A DISTANCE OF 17.14 FEET;

THENCE N 35°47'26" W, A DISTANCE OF 8.00 FEET TO THE **TRUE POINT OF BEGINNING**

CONTAINING 138 SQUARE FEET, OR 0.003 ACRES, MORE OR LESS

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6 MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCES

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000081 / 1 THROUGH RW 000081 / 8, INCLUSIVE, ON FILE AS MAP NUMBER 205/870 THROUGH 205/877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

0264-002A

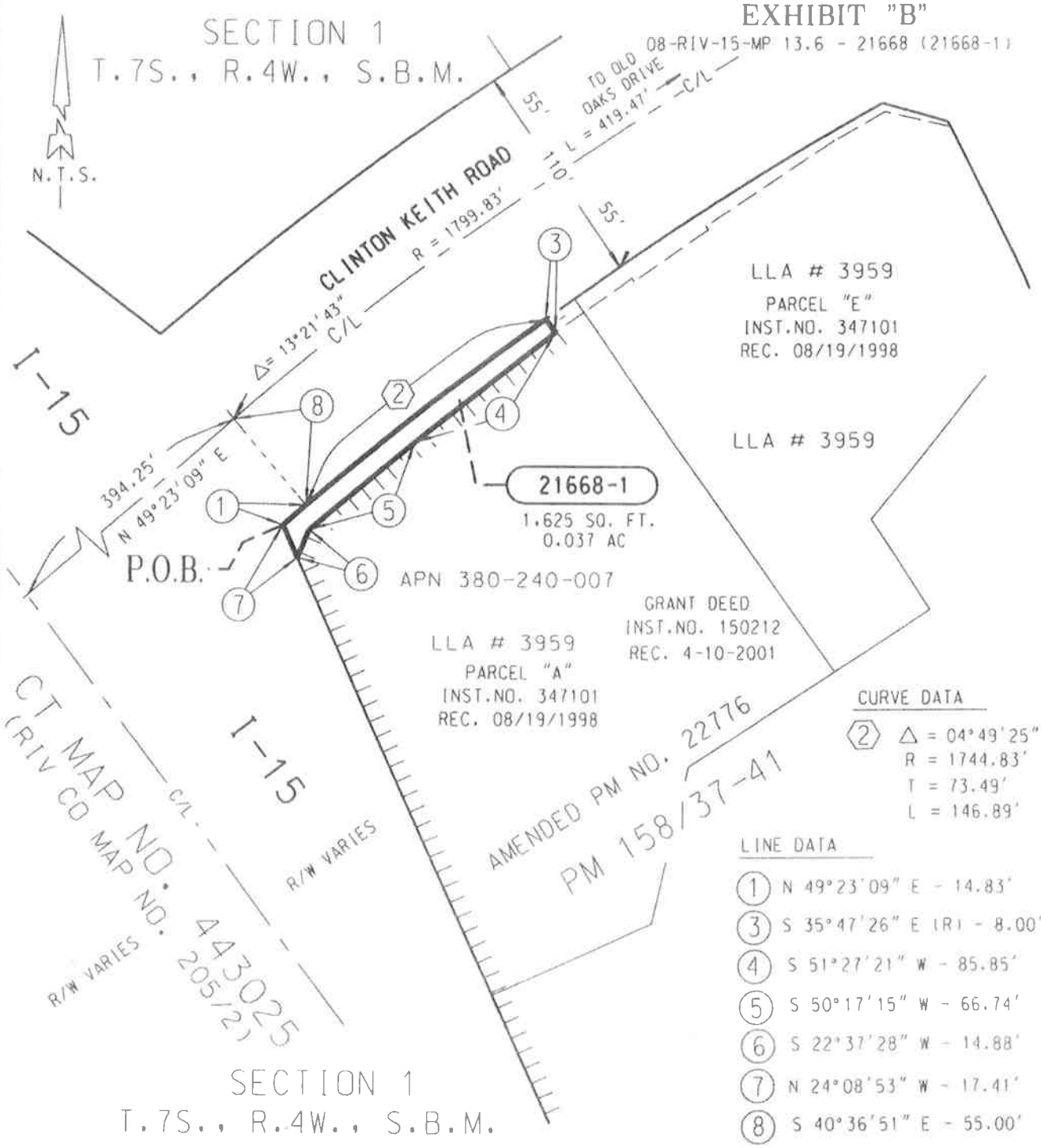
SEE ATTACHED EXHIBIT "B"

APPROVED BY _____

DATE: 12/5/19

EXHIBIT "B"

08-RIV-15-MP 13.6 - 21668 (21668-1)



CURVE DATA

(2) Δ = 04°49'25"
R = 1744.83'
T = 73.49'
L = 146.89'

LINE DATA

(1) N 49°23'09" E - 14.83'
(3) S 35°47'26" E (R) - 8.00'
(4) S 51°27'21" W - 85.85'
(5) S 50°17'15" W - 66.74'
(6) S 22°37'28" W - 14.88'
(7) N 24°08'53" W - 17.41'
(8) S 40°36'51" E - 55.00'

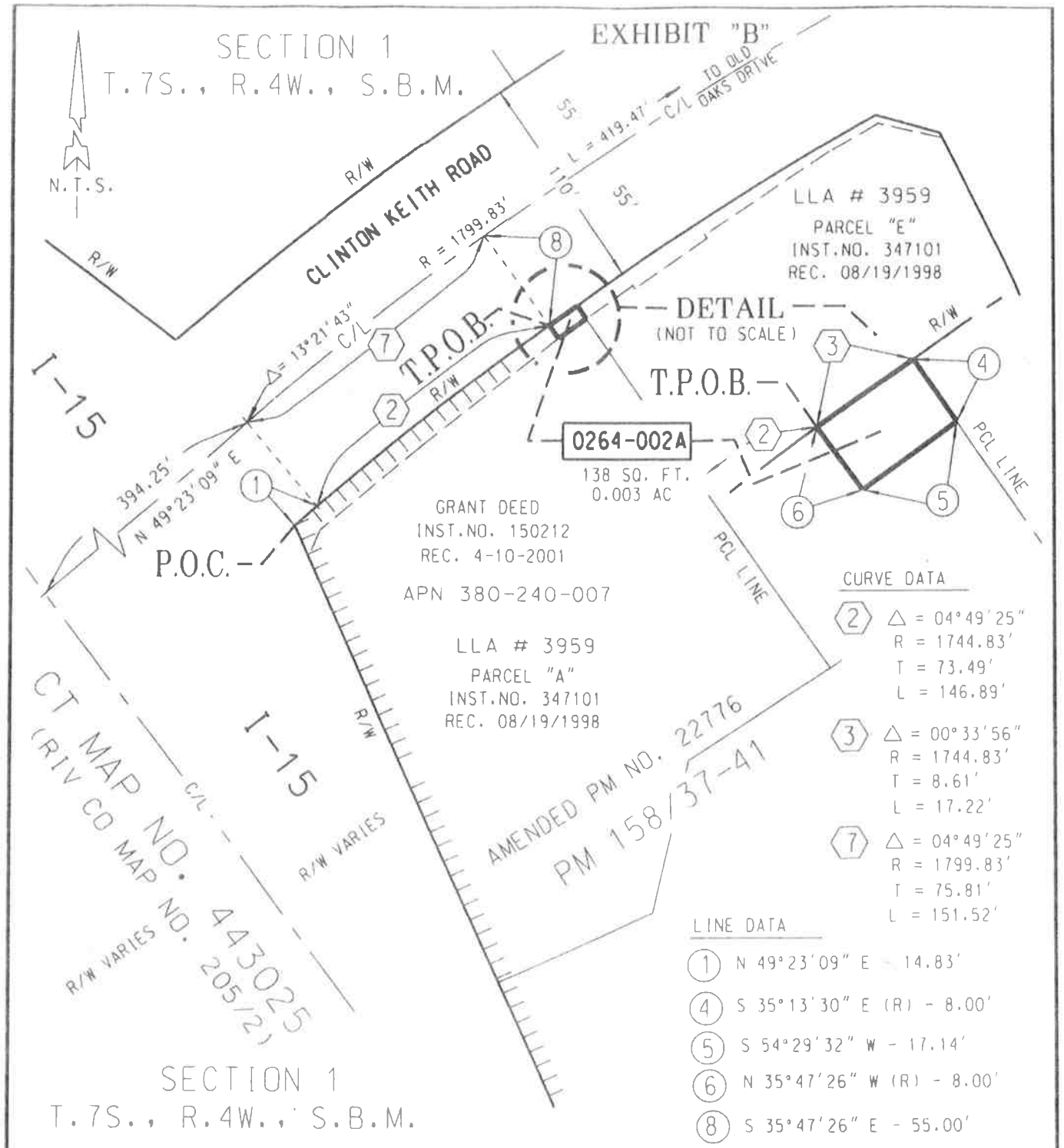
ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

INDICATES RESTRICTED ACCESS

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 21668-1
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: DDD
	SCALE: N.T.S.
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F. Rayburn DATE: 12/10/09	SHEET 1 OF 1 SHEET

EXHIBIT "B"



CURVE DATA

2	Δ = 04°49'25"	R = 1744.83'	T = 73.49'	L = 146.89'
3	Δ = 00°33'56"	R = 1744.83'	T = 8.61'	L = 17.22'
7	Δ = 04°49'25"	R = 1799.83'	T = 75.81'	L = 151.52'

LINE DATA

1	N 49°23'09" E - 14.83'
4	S 35°13'30" E (R) - 8.00'
5	S 54°29'32" W - 17.14'
6	N 35°47'26" W (R) - 8.00'
8	S 35°47'26" E - 55.00'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

INDICATES RESTRICTED ACCESS

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0264-002A
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: DDD
	SCALE: N.T.S.
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: [signature] DATE: 12/3/09	SHEET 1 OF 1 SHEET

ACKNOWLEDGMENT

State of California)
) ss
County of Riverside)

On _____, 200__ before me, _____,
(Name of Notary)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signature(s) on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
(Notary Signature)

Mail Tax Statements To:
Finance Department
City of Wildomar
23873 Clinton Keith Rd
Ste 201
Wildomar, CA 92595

SUMMARY BASIS OF VALUATION STATEMENT

Summary of the Basis for Just Compensation
Interstate 15 & Clinton Keith Interchange Project
Pavelec/Fisher Property - Property ID 14470

This **Appraisal Summary Statement**, which summarizes the **Basis for the Just Compensation**, has been prepared in compliance with eminent domain laws of the State of California and California Code of Civil Procedure 1255.010 (b).

BASIS OF VALUATION:

The fair market value for the property to be acquired is based upon an appraisal prepared in accordance with accepted appraisal principles and methodologies. Recent sales of comparable properties and income data (if applicable) are considered appropriate and have been utilized for subject valuation. Full consideration is given to zoning, development potential and the income the property is capable of producing, if any.

Code of Civil Procedure Section 1263.320 defines Fair Market Value as follows:

a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to be a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

Section 1263.330 provides that the fair market value shall not include an increase or decrease in value attributable to the project for which the property is to be acquired.

BASIC PROPERTY DATA:

Owner:	Richard S. Pavelec and Cissy Fisher
Total Property Area:	1.10 acres (47,916 square feet)
Assessor's Parcel No.:	380-240-007
Property Address:	23805 Clinton Keith Road, Wildomar, Riverside County, and State of California
Legal Description:	Being a portion of Parcels 6 and 7 and Lots "P" and "O" of "Amended" Parcel Map 22776 as shown by Map on file in Book 158, Pages 37 through 41 of Parcel Maps, records of Riverside County, California.

Public use for which the property is to be acquired:

The proposed acquisition is for the Interstate 15 and Clinton Keith Road Interchange Project.

Location and extent of property to be acquired:

The required portion of the subject larger parcel, identified as Parcel Nos. 21668-1 and 0264-002A, fee simple interest acquisition area of 1,763 square feet. The required portion is located along the northern boundary of the subject property (Property ID 14470). Compensation will be provided for the existing landscape/hardscape that is within the acquisition area.

Interest to be acquired:	Fee Simple Interest.
Zoning:	C-P-S with a General Plan Land Use of CR-Commercial Retail, City of Wildomar, Riverside County.
Present use:	The subject property is currently in use as a Chevron Gas Station, Mini-Mart and Car Wash.
Date of valuation:	February 5, 2010
Highest and best use	Continued use as a gas station, mini-mart and car wash.

Summary and Conclusion of Value:

Larger Parcel	$1,437,000
Property To Be Acquired	
Fee Acquisition for Public Road Widening	$52,890
Landscape/Hardscape Improvements	$16,697
Value of the Remainder as Part of the Whole	$1,367,413
Severance Damages	$0
Benefits	$0
Net Severance Damages	$0
Total Fair Market Value for Permanent Property Rights Acquired	**$69,587**

THE FOLLOWING INFORMATION IS BASED ON THE ENTIRE SUBJECT PARCEL:

1. The sales comparison approach is based on the consideration of comparable land sales with commercial zoning in the subject market area:

   Sales Comparison Approach:

   Eight market data represent the most comparable land sale transactions within the subject market area. The parcel sizes range from 0.73 acres to 2.66 acres. The sales prices range from $10.25 to $31.20 per square foot.

   The subject is a well located property on a major thoroughfare in Wildomar between Temecula and Lake Elsinore. Economic constraints include the current real estate recession - housing and retail, which has led to increased vacancies and increased cap rates. *Land values have begun to drop as a result.* The capital markets are not fully performing and financing has become a hurdle for many buyers. Many projects have been put on hold as the retail industry has been taking losses. It is, however, very well located at the freeway off-ramp with infrastructure close by.

   Following adjustments for differences, the adjusted value range for the subject is $27.00 - $30.00 per square foot. Due to the location at a major freeway interchange, as well as the eminent domain nature of this valuation, we have reconciled at the high end of the range, $30.00 per square foot. Therefore, the fee simple fair market value of the subject property (as land only) via the Sales Comparison Approach, as of February 5, 2010 is as follows:

   1.10 acres/47,916 sq. ft. @ $30.00 per sq. ft = **$1,437,480**

   Rounded to $1,437,000

See attached sheets for principle transactions and sales location map.

2. The cost approach is based in part on a replacement cost new of improvements less depreciation. Cost information was obtained from cost service publications and/or knowledgeable vendors. Cost Approach: Not Applicable

3. The income approach is based on an analysis of income and expenses to the property. Income Approach: Not Applicable

FAIR MARKET VALUE OF PROPERTY TO BE ACQUIRED

Fee Simple Interest

The area to be acquired is necessary to accommodate the interchange project. The value of the acquisition areas is based on the value of the larger parcel ($30.00 psf) and is calculated as follows:

Partial Fee Acquisition (Parcel Nos. 21668-1 and 0264-002A)
1,763 sq. ft. x $30.00 per square foot = **$52,890**

Acquisition of Improvements

In the before condition, the property owner was conditioned to install and maintain landscaping within the Right-of-Way (ROW). Part of this landscaping is now owned by the City of Wildomar. It is reasonable to reimburse the property owner for the entire cost of installing and maintaining the landscaping on both the private property and city ROW.

In the after condition, the property owner will be responsible for installing and maintaining only their own landscaping. No cost estimates were provided for the plants, trees, grass and irrigation that will be acquired for the project. Based on information obtained from other sources, we estimated cost as follows:

Item No.	Description	Qty	Unit	Cost / Item	Total Cost
1	Irrigation and grass	2,645	SF	$3.00	$7,935
2	24" Box Tree	3	EA	$220.00	$660
3	5 Gallon Shrub	15	EA	$18.00	$270
4	1 Gallon Shrub/Perennial Flower	9	EA	$8.50	$77
5	Finished Rock Fence Posts	4	EA	$1,000.00	$4,000
6	Vinyl Split Rail Fencing	148	LF	$10.00	$1,480
	w/ 17 vertical posts	17	EA	$15.00	$255
7	Landscape Curb	102	LF	$10.00	$1,020
					$15,697
	Subtotal				$15,697
	Add: Landscape Contractor Fees & Permits				$1,000
	Total Landscape/Hardscape				**$16,697**

Summary of Permanent Acquisition

Public Road Fee Simple Interest	$52,890
Landscape/Hardscape Improvements	$16,697
Total Permanent Acquisition	**$69,587**

Severance Damages

In the partial acquisition of real estate, the most reliable measurement of severance damages is the diminution of market value to the Remainder property which results from the acquisition or construction of improvements as planned. Issues considered in this analysis include the project's impact, if any, on the Remainder Parcel's highest and best use, site utility, development potential, drainage, landscaping, hardscape, proximity to existing improvements, access, parking and security.

During construction, there will be a time period (approx. 2-4 weeks) that the driveway on Clinton Keith will need to be closed for construction of the project. It is our understanding that every attempt will be made to keep the driveway closed for as short of a time period as possible. *Access to the property, however, still remains from Oak Creek Mall Drive through the adjacent McDonald's property.* Based on the foregoing, access will remain the same in the Before and After Conditions; therefore, severance damages relative to this issue are not applicable.

The Remainder Parcel, in the After Condition, will have similar highest and best use in comparison with the Before Condition. The I-15/Clinton Keith Road Interchange Project affects only the landscape and hardscape adjacent to the sidewalk and will not impact the existing or future development/redevelopment of the site. Therefore, severance damages are not applicable.

Benefits

Under California law, benefits may be used to offset damages only. The After Condition analysis indicates the subject is not affected by severance damages. It is our opinion, the project will provide public benefits by enlarging the Clinton Keith intersection. While public benefits are recognized, it does not provide specific benefits directly to the subject property at present. Therefore, benefits have not been quantified at this time.

MARKET DATA SUMMARY GRID
Small Commercial Land Sales (0 to 3 acres)

DATA NO.	LOCATION/APN	PARCEL SIZE AC/SF	ZONING / GENERAL PLAN	DATE OF SALE/ DOC. NO.	SALES PRICE	SALES PRICE PER SF	COMMENTS
1	Monroe Avenue, north of Los Alamos Road, Murrieta 949-210-015	1.68 ac 73,181 sf	RC	01/18/2007 #040791	$750,000	$10.25	Level property with freeway frontage, however, not at an off-ramp. Access and development constraints.
2	SEC Madison Avenue & Elm Street, Murrieta 910-210-029	1.05 ac 45,738 sf	MU-2	01/15/2008 #022414	$550,000	$12.03	Bought for development of an office building. Located in an area of growing business park type development.
3	Mission Trail, south of Diamond Drive, Lake Elsinore 363-172-016	1.81 ac 78,844 sf	C-1 Gen. Com.	08/03/2007 #503052	$1,100,000	$13.95	Rolling to level topography. Freeway close. In-fill property located in between existing commercial development.
4	SS Clinton Keith Road, east of Palomar Street, Wildomar 380-130-020	1.43 ac 62,291 sf	C-1/C-P CR	10/22/2009 #547270	$1,175,000	$18.86	Future car wash site. On the market for 6 months. Finished site, sold as-is. Escrow was 9 months due to approvals for building permits. Located within a newly constructed retail/office center (still under construction).
5	NEC Washington Avenue & Kalmia Street, Murrieta, 906-070-075 & 076	2.66 ac 115,870 sf	CC	12/27/2007 #765457	$2,782,000	$24.01	Planned for office/retail development.
6	SS Clinton Keith Road, east of Palomar Street, Wildomar 380-130-021	0.73 ac 31,800 sf	C-1/C-P CR	01/21/2010 #25511	$805,000	$25.31	Adjacent to Sale #4. Proposed for a 2,200 square foot KFC and Long John Silvers with a drive-thru. Located within a newly constructed retail/office center (still under construction).
7	WS Avenida Acacias, S of Los Alamos, Murrieta 948-310-034	0.75 ac 32,670 sf	CC	12/12/2008 #651960	$1,000,000	$30.61	Fast food site. Finished pad with reciprocal parking in place. Circuitous access/entrance.
8	ES Margarita Road, north of Date Street, Murrieta 913-280-055 (formerly 031 & 047)	1.46 ac 63,598 sf	NC	02/12/2007 #673357	$1,984,500	$31.20	Rough graded site within neighborhood retail center. Buyer has constructed a strip retail building.

Small Commercial Land Sales Location Map

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Lawyers Title
4100 Newport Place Drive
Suite 120
Newport Beach, CA 92660
Phone: (949) 724-3170

County of Riverside RE Div.
3133 Mission Inn Ave

Riverside, CA 92507

Attn: **Sue Anna Schatz**

Your Reference No: 380-240-007

Property Address: 23805 Clinton Keith Road, Wildomar (Area), California

Our File No: 11653957 - 10
Title Officer: Chris Maziar
e-mail: unit10@ltic.com
Phone: (949) 724-3170
Fax: (949) 258-5740

PRELIMINARY REPORT

Dated as of June 11, 2009 at 7:30 a.m.

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

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

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

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

File No: 11653957

SCHEDULE A

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

A Preliminary Report Only

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

A FEE

Title to said estate or interest at the date hereof is vested in:

Richard S. Pavelec and Cissy Fisher, Trustees of the Richard Pavelec and Cissy Fisher Family Trust, dated September 13, 2000

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

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

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Being a portion of Parcels 6 and 7 and Lots "P" and "O" of "Amended" Parcel Map 22776 as shown by Map on file in Book 158, Pages 37 through 41 of Parcel Maps, records of Riverside County, California, more particularly described as follows:

Beginning at the most Westerly corner of Parcel 6 of "Amended" Parcel Map 22776, said corner also being a point on the Southeasterly line of Clinton Keith Road;
Thence North 47° 19′ 53″ East along said Southeasterly line of Clinton Keith Road, a distance of 14.83 feet to a point of curvature;
Thence Northeasterly along a curve concave to the Southeast, having a radius of 1,745.00 feet through a central angle of 05° 23′ 21″ an arc length of 164.13 feet, (said curve also being the Southeasterly line of Clinton Keith Road). The radial line of said curve bears North 37° 16′ 46″ West;
Thence South 37° 16′ 46″ East a distance of 222.15 feet to a point on the Southwesterly line of Old Oaks Road (Lot "O");
Thence South 54° 51′ 16″ West a distance of 84.64 feet;
Thence South 11° 06′ 07″ West a distance of 78.22 feet to the most Southeasterly corner of said Parcel 6 of Parcel Map 22776;
Thence South 63° 48′ 01″ West along the Southerly boundary of said Parcel 6 a distance of 85.24 feet to the most Southwesterly corner of said Parcel 6;
Thence North 26° 12′ 18″ West along the Westerly boundary of said Parcel 6 a distance of 250.12 feet to the point of beginning.

Assessor's Parcel Number: **380-240-007-6**

SCHEDULE B – Section A

The following exceptions will appear in policies when providing standard coverage as outlined below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

SCHEDULE B – Section B

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

A. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2009 – 2010 which are a lien not yet payable.

B. The lien of any special assessment or tax resulting from the inclusion of the property in a special assessment district or Mello-Roos Community Facilities District, which may exist by virtue of assessment maps or notices filed and/or recorded by any such district. Assessments, if any, arising from such assessment districts may be collected with the regular real property taxes.

C. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.

1. Water rights, claims or title to water, whether or not shown by the public records.

2. An easement in favor of the public over any existing roads lying within said land.

3. The fact that the ownership of said land does not include rights of access to or from the street or highway known as the freeway adjoining said land, abutting said land, such rights having been severed from said land by the document

   Recorded: May 24, 1978 as Instrument No. 104062 of Official Records

4. Covenants, conditions and restrictions as set forth in the document
   Recorded: August 4, 1977 as Instrument No. 149760 of Official Records

   This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that the covenant, condition or restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607 or (c) relates to a handicap but does not discriminate against handicapped people.

5. An Agreement which sets out covenants and conditions as to the maintenance of roads. Said Agreement was recorded June 9, 1978 as Instrument No. 118189 of Official Records of Riverside County, California.

6. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	Southern California Edison Company
Purpose:	either or both pole lines, conduits or underground facilities
Recorded:	December 13, 1978 as Instrument No. 261602 of Official Records
Affects:	said land more particularly described therein.

7. The matters contained in a document entitled "Traffic Signalization Mitigation Agreement" by and between the City of Riverside and Rancon Development Fund VI recorded June 16, 1989 as Instrument No. 199278 of Official Records.

   Reference is made to said document for full particulars.

8. A declaration of covenants, conditions and restrictions which, among other things, may contain or provide for easements; assessments, liens and the subordination thereof; said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.
   Recorded: July 14, 1989 as Instrument No. 235583 of Official Records

   NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that the covenant, condition or restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607 or (c) relates to a handicap but does not discriminate against handicapped people.

9. Matters contained in the dedication statement or elsewhere on the tract or parcel map shown below, which among the things provide:

Tract/Parcel Map:	Amended Parcel Map No. 22776, Book 158, Page 37 of Parcel Maps
Provisions:	This property is located in the Murrieta Creek/Murrieta Valley Area Drainage Plan and that said property is subject to fees for said drainage area

   Reference is made to said map for full particulars.

10. The effect of a Declaration of Dedication as shown by the Owners Certificate on said Map, purporting to irrevocably dedicate in perpetuity for public road purposes, public utility and public services, the property described therein.

    The effect of a Resolution, on said Map, by the Riverside County Board of Supervisors accepting said offer of dedication for the purpose of vesting title in the County of Riverside on behalf of the public, but not as part of the County-maintained road system.

11. Easements for the hereinafter specific purpose and incidental purposes, as shown on the map of said Parcel Map. Said easements are for drainage, and is located as shown on said map.

12. The effect of a recital on said map stipulating that the areas designated as drainage easements must be kept free of all dwelling units, obstructions and encroachments by land fill.

13. The effect of a recital on said Parcel Map 22776 stating the dedication of abutters rights of access along State Highway 15 to the public. The owners of Parcels 6 through 12 abutting this highway and during such time will have nor rights of access whatever, as such, except the general easement of travel.

14. The effect of a recital on said Parcel Map 22776 stating the dedication of abutters rights of access along Clinton Keith Road to the public. The owners of Parcels 6, 18, 19 and 20 abutting this road and during such time will have no rights of access whatsoever, as such, except the general easement of travel.

15. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	Elsinore Valley Municipal Water District
Purpose:	pipe lines and incidentals thereto
Recorded:	August 14, 1989 as Instrument No. 273524 of Official Records
Affects:	said land more particularly described therein.

16. The effect of Resolution 92-169, approved by the Board of Supervisors for the County of Riverside, approving the establishment of the Southwest Area Road and Bridge Benefit District, and establishing the fee schedule for approved thoroughfares and bridges, as evidenced by document recorded April 17, 1992 as Instrument No. 137846 of Official Records of Riverside County, California. Reference being made to the record thereof for further particulars.

17. The matters contained in a document entitled "Easement Reservation" recorded June 8, 1998 as Instrument No. 233839 of Official Records.

    Reference is made to said document for full particulars.

18. Lot Line Adjustment No. 3959; approved by the Riverside County Planning Department. A notice of said Lot Line Adjustment recorded August 12, 1998 as Instrument No. 337999 of Official Records of Riverside County, California.

19. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	The County of Riverside
Purpose:	public road and drainage purposes
Recorded:	August 17, 1998 as Instrument No. 342961 of Official Records
Affects:	said land more particularly described therein.

20. The matters contained in a document entitled "Reciprocal Easement and Maintenance Agreement" by and between Oak Creek, LLC, a California Limited Liability Company and Bethel Development, Inc., a California Corporation, Bennett M. Corazza and Jean M. Corazza, Trustees under that Declaration of Trust dated June 26, 1990, Phyllis E. Werner, David L. Boice and Elizabeth J. Boice, as Trustees of the Diamond B. Boby and Trailer Corporation Profit Sharing Plan, Jacqueline Stephenson, Linden T. Curtis, Cheryl Curtis, Bank of Commerce Custodian fbo John K. Hoover and Phyllis Werner, Trustee or Successor Trustee of Decedent Trust of the Harry and Phyllis Werner Family Trust dated November 4, 1992, and Bennette M. Corazza and Jean M. Corazza, Trustees under that Declaration of Trust dated June 26, 1990 recorded October 6, 1999 as Instrument No. 448329 of Official Records.

    Reference is made to said document for full particulars.

21. The matters contained in a document entitled "Grant of Easement for Pylon Sign and Agreement" by and between Albertson's Inc., a Delaware Corporation and Oak Creek LLC, a California Limited Liability Company recorded November 15, 1999 as Instrument No. 502893 of Official Records.

    Reference is made to said document for full particulars.

22. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby.

Amount:	$650,000.00
Dated:	March 29, 2001
Trustor:	Richard S. Pavelec and Cissy Fisher, trustees of the Richard Pavelec and Cissy Fisher Family Trust dated September 13, 2000
Trustee:	First American Title Insurance Company, a California corporation
Beneficiary:	The Bank of Hemet, a California corporation
Recorded:	April 10, 2001 as Instrument No. 2001-150213 of Official Records
Loan No.:	1261306750

    An agreement to modify the terms and provisions of said deed of trust as therein provided
    Recorded: October 20, 2004 as Instrument No. 2004-0829177 of Official Records

23. An assignment of all the monies due or to become due as rental, as additional security for the obligations secured by deed of trust
    Recorded: April 10, 2001 as Instrument No. 2001-150213 of Official Records

    Assigned to: The Bank of Hemet, a California corporation
    By Assignment
    Recorded: April 10, 2001 as Instrument No. 2001-150214 of Official Records

24. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein.

Lessor:	The Richard S. Pavelec and Cissy Fisher Family Trust, dated September 13, 2000
Lessee:	21st Century Oil Corp., a California corporation
Disclosed by:	Memorandum of Ground Lease
Recorded:	April 10, 2001 as Instrument No. 2001-150215 of Official Records

    The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

    A Memorandum of Ground Lease recorded to amend the original Memorandum of Ground Lease between the parties and recorded April 10, 2001 as Instrument No. 2001-150215, to correct the caption of the Lessors to read Richard S. Pavelec and Cissy Fisher, Co-Trustees of the Richard S. Pavelec and Cissy Fisher Family Trust, dated September 13, 2000, in lieu of "The Richard Pavelec and Cissy Fisher Family Trust dated September 13, 2000" and to add Parcel 2 in the legal description, in document recorded October 28, 2002 as Document No. 2002-609143 of Official Records

The matters contained in a document entitled "Agreement Regarding Ground Lease" by and between Richard S. Pavelec and Cissy Fisher, Co-Trustees of the Richard S. Pavelec and Cissy Fisher Family Trust dated September 13, 2000, General Electric Capital Business Asset Funding Corporation, a Delaware corporation, and KA Keith, LLC, a California limited liability company recorded November 6, 2002 as Instrument No. 2002-640575 of Official Records.

Reference is made to said document for full particulars.

The matters contained in a document entitled "Agreement and Consent to Assignment of Lease" by and between Richard S. Pavelec and Cissy Fisher, Trustees of the Richard S. Pavelec and Cissy Fisher Family Trust dated September 13, 2000, 21st Century Oil-Keith, LLC, a California limited liability company and K.A. Keith, LLC, a California limited liability company recorded November 6, 2002 as Instrument No. 640576 and re-recorded September 26, 2003 as Instrument No. 2003-756158 of Official Records.

Reference is made to said document for full particulars.

25. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	Elsinore Valley Municipal Water District
Purpose:	the construction, reconstruction, replacement, repair, maintenance and use of an access road and a pipeline for domestic water purposes together with all necessary fixtures and appurtenances
Recorded:	August 20, 2001 as Instrument No. 2001-399944 of Official Records

Affects: Portions of the herein described land, the exact location of which can be determined by examination of the above-mentioned instrument, which contains a complete legal description of the affected portions of said land.

A Plat is attached to and made a part of said document which indicates the location or approximate location of said easement.

26. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	Elsinore Valley Municipal Water District
Purpose:	the construction, reconstruction, replacement, repair, maintenance and use of an access road and a pipeline for domestic water purposes together with all necessary fixtures and appurtenances
Recorded:	September 5, 2002 as Instrument No. 2002-492261 of Official Records

Affects: Portions of the herein described land, the exact location of which can be determined by examination of the above-mentioned instrument, which contains a complete legal description of the affected portions of said land.

A Plat is attached to and made a part of said document which indicates the location or approximate location of said easement.

27. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	Elsinore Valley Municipal Water District
Purpose:	the construction, reconstruction, replacement, repair, maintenance and use of an access road and a pipeline for domestic water purposes together with all necessary fixtures and appurtenances
Recorded:	October 30, 2002 as Instrument No. 2002-617859 of Official Records

Affects: Portions of the herein described land, the exact location of which can be determined by examination of the above-mentioned instrument, which contains a complete legal description of the affected portions of said land.

A Plat is attached to and made a part of said document which indicates the location or approximate location of said easement.

28. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	Verizon California Inc., a corporation
Purpose:	facilities
Recorded:	February 28, 2003 as Instrument No. 2003-142638 of Official Records

Affects: Portions of the herein described land, the exact location of which can be determined by examination of the above-mentioned instrument, which contains a complete legal description of the affected portions of said land.

Reference is made to said document for full particulars.

29. Any invalidity or defect in the title of Vestees in the event such trust is invalid or fails to confer sufficient powers in the trustees or in the event there is lack of compliance with the terms and provisions of the trust instrument.

30. Matters which may be disclosed by an inspection or by a survey of said land that is satisfactory to this Company, or by inquiry of the parties in possession thereof.

31. Any rights, interests or claims of the parties in possession of said land, including but not limited to those based on an unrecorded agreement, contract or lease.

This Company will require that a full copy of any unrecorded agreement, contract or lease be submitted to us, together with all supplements, assignments and amendments, before any policy of title insurance will be issued.

32. Any easements not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.

33. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.

END OF SCHEDULE B EXCEPTIONS

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

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

March 31, 2010

Tesoro Refining and Marketing Company
Attention: Douglas Elston
5320 Las Virgenes Road
Suite 200
Calabasas, CA 91302

VIA CERTIFIED U.S. MAIL
Receipt # 7008 3230 0000 8948 6581

RE: Offer to Acquire Property Rights
I-15 Clinton Keith Interchange Project – ACQ File: 09-04-05 Wildomar, California
Riverside County Assessor's Parcel Number(s): 380-240-023

Dear Property Owner:

As you are aware, the County of Riverside, in cooperation with the City of Wildomar (City) is proposing to reconstruct the current two-lane I-15/Clinton Keith Road with a six-lane facility and adding limited length auxiliary lanes on I-15 prior to and after the exit and entrance ramps. The reconstruction of the interchange will utilize the existing diamond interchange configuration. The proposed road project will affect your property identified as Riverside County Assessor Parcel Number 380-240-023 and is scheduled to commence within two years after the acquisition of your property.

It is the desire of the City to acquire private property through voluntary purchase if possible. While the City has the power of eminent domain, condemnation has not been authorized with respect to the subject property as of this date.

A review of public records indicates you are the owner of record of the property the City is considering acquiring for this project. Specifically, a 771 square foot area of your property is needed to construct the road improvements along Clinton Keith Road. The Real Property Interests needed for the Project are more particularly described in Exhibits A and depicted in Exhibits B referenced in the attached Agreement for Acquisition of Fee Interest in Real Property.

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

Robert Shea Perdue, real estate appraiser with Robert Shea Perdue Real Estate Appraisal, has inspected and appraised the Property for the purpose of determining its fair market value. The appraiser has determined the fair market value of the real property interests to be acquired at $27,038.00 (Twenty Seven Thousand Thirty Eight Dollars). Accompanying this letter is a summary of the appraisal report, which is the basis for establishing the fair market value of the property.

Based upon the fair market value, the City is hereby offering to purchase the Real Property Interests for $27,038.00. The amount offered by the City is contingent upon acceptance by the various interest holders, if any, and would be allocated amongst those parties claiming a valid interest in the Property.

While staff proposes to recommend the acquisition of the Real Property Interests, no decision to acquire can be made until the City Council for the City formally acts to approve this acquisition. Nothing in this letter is meant to pre-commit the City Council or otherwise limit the options available to it. Consequently this offer, if accepted and the acquisition of the Real Property Interests require the City Council to ratify this offer by authorizing the City Manager to execute the Purchase Contract.

Please be advised that this letter, the offer and all other matters stated herein are made under the provisions of California Evidence Code Section 1152 and 1154, Section 1255.060 of the Code of Civil Procedure, and Sections 7267.1 and 7267.2 of the Government Code, and shall not be admissible in evidence in any eminent domain proceeding which may subsequently be instituted for acquisition of the subject property, or in any other action.

The City has retained Interwest Consulting Group to assist in the acquisition of the Property. Please contact John F. Almazán at (916) 214-5742 to further discuss this offer. We look forward to working with you cooperatively on this transaction.

Sincerely,

for Julie Cline
Real Estate Manager
City of Wildomar

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

cc: John F. Almazán – Interwest Consulting Group, Senior Real Property Agent

Attachments:
-Agreement for Acquisition of Fee Interest
-Appraisal Summary Statement
-Summary Statement Relating to the Purchase of Real Property or an Interest Therein
-Conveyance Deeds

File No.: ACQ 09-04-05
Project: I-15/Clinton Keith Interchange Project
Parcel No: 0264-004A
Escrow #: 11653963
Title Company: Lawyers Title
Date of Preliminary Title Report: February 10, 2010

Grantor: **Tesoro Sierra Properties, LLC, a Delaware Limited Liability Company**

Grantee: **CITY OF WILDOMAR, a Municipal Corporation**

AGREEMENT FOR ACQUISITION OF FEE INTEREST IN REAL PROPERTY

WHEREAS, the above-named Grantor(s) ("Grantor") owns that certain real property located in the City of Wildomar, County of Riverside, State of California legally described in the Legal Description identified as Exhibit "A" and depicted on the Plat Map identified as Exhibit "B", attached hereto and made a part hereof ("Property"); and

WHEREAS, Grantor intends to convey to the City of Wildomar ("City") and the City intends to acquire from Grantor a Fee Simple Interest ("Fee Title") to the Property for the purpose of constructing the I-15/ Clinton Keith Interchange Project, pursuant to the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the payment and other obligations set forth below, Grantor and City mutually agree as follows:

1. Execution and Delivery to Escrow

City shall open an escrow with the title company identified above ("Escrow Holder") by delivery of a fully executed copy of this Agreement. Upon full execution of this Agreement by the parties ("Effective Date"), Grantor shall execute and notarize the Grant Deed, in the form of Exhibit "C" respectively, attached hereto and made a part hereof.

2. Payment; No Encumbrances; Taxes; Title and Condition Of Property

A. Purchase Price.

City shall tender payment to the Escrow Holder in the amount of Twenty Seven Thousand Thirty Eight ($27,038.00) Dollars ("Purchase Price"), which is specifically agreed by the parties to be the full amount of compensation due and owing to Grantor for conveyance of the Fee Title to the City.

B. Property Interest Free of Encumbrances.

Grantor agrees and covenants that fee title to the Property shall be conveyed to City free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments or other security interests of any kind (collectively, "Encumbrances"), and that Grantor at Grantor's expense shall take all actions necessary to remove any and all Encumbrances prior to, and as an express condition precedent to, the Close of Escrow.

C. Taxes

Taxes for the fiscal year in which the escrow closes shall be cleared and paid for in the manner required by Section 5086 of the Revenue and Taxation Code. As a deduction from the amount shown in Section 2A, above, the City shall be authorized to pay any delinquent taxes due in any fiscal year, except the fiscal year in which this escrow closes, together with penalties and interest thereon; and

D. No Removal of Easements or Rights of Way; Condition of Title

Grantor shall not be required to remove: (i) easements or rights-of-way for public roads or public utilities, if any; and (ii) items specifically identified on "Title Exceptions" identified as Exhibit "D", attached hereto, if any. It shall be a condition to the Close of Escrow and a covenant of Grantor that title to the Property shall be conveyed to City by Grantor via the Grant Deed, subject only to the "Title Exceptions" identified as Exhibit "D" attached hereto, if any; and

E. No Changes

Grantor warrants and covenants that, at the Close of Escrow, there shall have been no material adverse changes in the physical or financial condition of the Property and there shall have been no material adverse change in the financial condition of Grantor or any general partners of Grantor. Grantor further covenants and agrees that, following execution of this Agreement and during the term of this Escrow, Grantor will not cause or permit any liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way, or other matters affecting title on the Property to appear of record or be revealed other than those identified on "Title Exceptions" identified as Exhibit "D", attached hereto, if any, and any such liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way, or other matters affecting title on the Property must be eliminated to City's satisfaction by Grantor prior to the Close of Escrow as a condition to the Close of Escrow for City's benefit.

3. Just Compensation; Waiver and Release

A. Grantor agrees that performance of this Agreement by City, including the payment recited in Section 2A, above, shall constitute full and fair compensation and consideration for any and all claims that Grantor, and its successors and assigns, may have against City by reason of the acquisition, improvement, possession, use and/or occupancy of the Property, and Grantor, on behalf of itself and its successors and assigns, hereby knowingly and voluntarily waives, and expressly releases and discharges City, and any and all of City's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from liability in regard to, any and all such claims, including claims for severance or taking compensation or damages to the remainder not taken on account of the acquisition of the Property or the location, establishment, construction and/or operation of the above-named Project. This waiver and release shall survive the Close of Escrow.

B. The foregoing waiver and release shall include the waiver and release of any and all rights or claims that Grantor has, may have or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation; except as provided herein. Grantor, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges City, and

any and all of City's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from liability in regard to any claims for the following: relocation assistance or benefits, if any, to which Grantor may be entitled pursuant to applicable State, Federal or local laws or regulations , precondemnation damages, lost business goodwill, lost profits, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback from City, or receive any financial gain from, the City's sale of any portion of the Property, any right to challenge City's adoption of a resolution of necessity, any right to receive any notices required for a new or reauthorization resolution or for a right of first refusal , and litigation expenses, attorney's fees and/or costs. This waiver and release shall survive the Close of Escrow. Grantor is aware of and understands all potential benefits to which he/she/it is otherwise entitled and has had the opportunity to discuss potential benefits with representatives of the City and with legal counsel of his/her/its choice.

4. Waiver under Section 1542

The parties intend that this Agreement will result in a full, complete, and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Property by the City, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which a party is, or may be, entitled is intended to be full and complete. Accordingly,

A. Grantor hereby waives any and all rights or benefits arising from and/or related to the City's acquisition, possession and/or use of the Property that it may have under section 1542 of the Civil Code of the State of California which provides:

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

B. The Grantor represents and warrants that he/she/it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of their choice.

5. Title Insurance

City may obtain a CLTA extended coverage Grantor's policy of title insurance in the amount of the Purchase Price insuring that clear title to the Property is vested in City upon recording of the Grant Deed.

6. Escrow

Unless extended by the mutual agreement of the parties, the escrow shall close within ninety (90) days after the Effective Date of this Agreement and shall be the date the Grant Deed is recorded in the Recorder's Office for Riverside County ("Close of Escrow"); provided that if a Resolution or Resolutions of Necessity are required in order to condemn any property required for the above-named Project, the escrow shall not close prior to the adoption of the Resolution(s) of Necessity by the City Council. Nothing stated in this Agreement is intended to dictate, preclude, or limit, in any way, the City's exercise of its discretion in determining whether or not to adopt a Resolution of Necessity. If a Resolution or Resolutions of Necessity are required and the City Council does

not adopt the Resolution(s), this Agreement may, at City's election, be deemed cancelled and of no force and effect, in which event both parties shall be released from any and all liability to each other of any sort or nature relating to this acquisition or the Project, and all amounts deposited in escrow by City shall be returned forthwith to City by the Escrow Holder.

A. The Escrow Holder may expend any or all monies payable under this Agreement and deposited into escrow to discharge any obligations which are liens upon the Property, including, but not limited to, those arising from judgments, assessments, delinquent taxes for other than the fiscal year in which the escrow closes, or debts secured by deeds of trust or mortgages, and/or to defray any other incidental costs other than those specified in Section 2D hereof to be borne by the City. The Escrow Holder shall release payment to Grantor, return any credited amounts to City, and record the Grant Deed in the Recorder's Office for Riverside County upon the Close of Escrow. Title to the Property shall pass to City immediately upon Close of Escrow.

B. This Agreement may serve in whole or in part as escrow instructions. The issuance of any further escrow instructions shall be the sole responsibility of City. The Grantor agrees to execute such additional documents as may be reasonably necessary to consummate the purchase and sale herein contemplated.

7. Fees

The City shall pay all escrow, recording, and title insurance fees incurred in this transaction.

8. Possession and Use of the Property Pending Close of Escrow

Upon execution of this Agreement for Acquisition of Fee Interest in Real Property, the City shall have the immediate right of possession and use of the Property including the right to remove and dispose of improvements and construct the above-named Project commencing on the Effective Date; provided that City makes no representation that the Project shall be constructed, and no liability or obligation whatsoever shall be incurred by City by reason of any failure to construct the Project for any reason. If, after the City takes possession, the Property subsequently is not acquired by City for any reason, City shall restore the Property to the condition existing prior to the City's possession or use hereunder as set forth in Exhibit "F" attached hereto, unless otherwise agreed by the parties.

9. Eminent Domain

A. It is mutually understood that the acquisition of the Property by City is for a public purpose, and therefore, the Property is otherwise subject to taking by the power of eminent domain. The acquisition by and through this Agreement is in lieu of City's exercise of the power of eminent domain.

B. If any eminent domain action that includes the Property, or any portion thereof, has been filed by the City and after said filing the Grantor subsequently agrees and consents to the dismissal of said action, then the Grantor hereby waives any and all claims to any money that may have been deposited in any Court or with the State Treasurer in any such action and waives any and all claims for damages, costs, or litigation expenses, including attorney's fees, arising by virtue of the abandonment of the action pursuant to Section 1268.510 of the California Code of Civil Procedure.

10. Amendment

This agreement may be modified, changed, or rescinded only by an instrument in writing executed by the parties hereto.

11. No Leases

Grantor warrants that there are no leases, tenants or occupants except as disclosed on Exhibit "E" attached hereto, on all or any portion of the Property, and the Grantor further agrees to indemnify and hold the City harmless and reimburse the City for any and all of its losses and expenses occasioned by reason of any tenant, lease or occupant of all or a portion of the Property other than what is disclosed on Exhibit "E." Grantor further agrees to indemnify and hold City harmless and reimburse the City for any payment of relocation expenses made to any tenant, lessee or occupant not disclosed on Exhibit "E." Grantor agrees not to assign, transfer or sell to any third party any right, title or interest Grantor has in the Property. The parties acknowledge that, upon acquisition by the City, any lease, tenancy or occupancy disclosed on Exhibit "E" shall terminate as to that part of the lease, tenancy or occupancy being acquired by the City pursuant to this Agreement.

12. Grantor's Representations

A. Grantor makes the following representations and warranties:

i. Grantor certifies that it owns full legal title to the Property, and has full power and authority to convey all property rights described herein to City.

ii. This Agreement constitutes a legal, valid, and binding obligation of Grantor enforceable in accordance with its terms.

iii. To the best of Grantor's knowledge there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, or any portion thereof, or pending or threatened against Grantor which could (i.) affect Grantor's title to the Property, or any portion thereof, (ii.) affect the value of the Property, or any portion thereof, or (iii.) subject any Grantor of the Property, or any portion thereof, to liability.

iv. To the best of Grantor's knowledge, there are no uncured notices, which have been served upon Grantor from any governmental agency notifying Grantor of any violations of law, ordinance, rule, or regulation, which would affect the Property, or any portion thereof.

v. There are no Hazardous Substances (as defined below), or storage tanks containing Hazardous Substances, in, on, under, or about the Property.

vi. To the best of Grantor's knowledge, there has been no production, storage, disposal, presence, observance, or release of any Hazardous Substances in, on, under, or about the Property.

vii. The Grantor and the Property are not in violation of any federal, state, or local law, ordinance, regulation, order, decree, or judgment relating to Hazardous Substances and/or environmental conditions in, on, under, or about the Property.

viii. To the best of Grantor's knowledge, there are no notices or other information giving Grantor reason to believe that any conditions existing on the Property or in the vicinity of the Property subject or could subject any Grantor of the Property to potential liabilities under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement that pertains to the regulation of Hazardous Substances and/or the protection of public health and safety and/or the environment, including, but not limited to, the ambient air, soil, soil vapor, groundwater, surface water or land use.

ix. To the best of Grantor's knowledge, there are no violations of any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement that pertains to the regulation of Hazardous Substances and/or the protection of public health and safety or the environment, including, but not limited to, the ambient air, soil, soil vapor, groundwater, surface water or land use, nor of any legal, administrative or other action or proceeding, pending or threatened, affecting the Property and relating to Hazardous Substances and/or environmental compliance.

x. To the best of Grantor's knowledge, there is no license, permit, option, right of first refusal, or other agreement, written or oral, which affects the Property or any portion thereof.

xi. To the best of Grantor's knowledge conveyance of the property rights described herein will not constitute a breach or default under any agreement to which Grantor is bound and/or to which the Property is subject.

B. Each of the above warranties and representations is material and is relied upon by City separately and collectively. Each of the above representations shall be deemed to have been made as of the date that the Grant Deed is recorded, and shall survive the recording of the Grant Deed by a period of two years following the date that the Grant Deed is recorded. If, before the recording of the Grant Deed Grantor discovers any information or facts that would materially change any of these warranties and representations, Grantor shall immediately give notice in writing to City of such facts and information. If any of the foregoing warranties and representations cease to be true before the recording of the Grant Deed, the City may, at its unfettered discretion, either cancel and terminate this Agreement or give the Grantor the option to remedy the problem before the recording of the Grant Deed or deduct from the payments required by Section 2B, above, as a credit to City, in an amount as determined by the City reasonably required to remedy the problem.

13. Hazardous Substances

A. Liability for Hazardous Substance

The parties acknowledge, understand, and agree that any liability associated with the presence of any Hazardous Substances, as defined below, on or adjacent to any portion of the Property shall be governed by the provisions of Section 14 below, regardless of whether any inspection, examination, sampling, testing, assessment, or other investigation is conducted by City.

"Hazardous Substance(s)" includes, but is not limited to, any hazardous or toxic substance, material or waste, or any solid waste, pollutant, or contaminant that is:

(i) Regulated by any local governmental agency, the State of California or the United States Government; (ii) defined as such in any federal, State, or local statute, ordinance, rule, or regulation applicable to the property, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (Title 42 United States Code sections 9601-9675), the Resource Conservation and Recovery Act (Title 42 United States Code sections 6901-6992k), the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code sections 25330-25395), and the Hazardous Waste Control Law (California Health and Safety Code sections 25100-25250.25); (iii) listed in the United States Department of Transportation Table (49 CFR § 172.101) or by the Environmental Protection Agency, or listed as hazardous substances by any equivalent State of California or local governmental agency, or any successor agency (40 CFR Part 302); (iv) asbestos or asbestos containing material; (v) radon gas; (vi.) petroleum or petroleum fractions; (vii) any explosive substances (viii) polychlorinated biphenyl; (ix) a radioactive material, and (x) per chlorate.

14. Indemnification

A. Each party (hereafter the "Indemnifying Party") agrees and covenants to indemnify, defend (with counsel acceptable to the other party) each other party (hereinafter "Indemnified Party'), which consent shall not be unreasonably withheld), and hold the Indemnified Party, and its officers, employees and agents, harmless from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside counsel or the City Attorney), causes of action, claims, or judgments that arise by reason of any death, bodily injury, personal injury, property or economic damage, or violation of any law or regulation, or damage to the environment, including ambient air, soil, soil vapor, groundwater, or surface water, and resulting from or in any way connected with:

i. any acts or omissions related to the performance of this Agreement;(ii) any breach of this Agreement, or; (iii.) the occupancy or use of the Property (including, but not limited to, the use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about any portion of the Property), by the Indemnifying Party, its officers, employees, agents, engineers, contractors or subcontractors, or any other person or entity employed by or acting on their behalf.

B. The parties further agree and understand as follows: a party does not, and shall not be deemed to, waive any rights against the other party which it may have by reason of the aforesaid indemnity and hold harmless agreement because of any insurance coverage available; the scope of the aforesaid indemnity and hold harmless agreements are to be construed broadly and liberally to provide the maximum coverage in accordance with their terms; no specific term or word contained in this Section shall be construed as a limitation on the scope of the indemnification and defense rights and obligations of the parties unless specifically so provided. The provisions of this Section shall survive the recording of any deeds hereunder.

15. Attorney Fees

Either party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and the prevailing party in such suit or proceeding shall be entitled to recover from the other party reasonable costs and expenses, including attorney's fees.

16. Notices

Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to the following address:

To City:
City of Wildomar
Public Works Department
Development Services
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Attention: Real Property Acquisition

To Grantor:
Tesoro Refining and Marketing Company
Attention: Douglas Elston
5320 Las Virgenes Road
Suite 200
Calabasas, CA 91302

17. Recording

Either party may record this Agreement in the Recorder's Office for Riverside County.

18. Binding on Successors

This Agreement shall be binding on and shall inure to the benefit of the City and Grantor, and their respective successors, assigns, and transferees, and their past, present and future officers, employees and agents; provided that this Agreement may only be assigned with the written consent of both parties, and any attempt to assign this Agreement without such consent shall be void.

19. Brokers

Grantor and City each warrant to the other that no person or entity can properly claim a right to a commission, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. If any broker or finder makes any claim for a commission or finder's fee, the party through which the broker or finder makes such claim shall indemnify, defend and hold the other party harmless from all liabilities, expenses, losses, damages or claims (including the indemnified party's reasonable attorneys' fees) arising out of such broker's or finder's claims.

20. Time of Essence

Time is of the essence for each condition, term, and provision in this Agreement.

21. Waivers

No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving party.

22. Severability

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original

intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

23. Construction

Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement.

24. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action arising under or related to this Agreement shall be brought and prosecuted in the Riverside County Superior Court.

25. Special Provisions

The Special Provisions attached hereto as Exhibit "F," if any, are hereby incorporated, and made a part of this Agreement by this reference. In the event of any conflict or inconsistency between this Agreement and the Special Provisions, the terms of the Special Provisions shall prevail.

26. Entire Agreement

The parties have herein set forth the whole of their Agreement. All prior oral discussions, representations, and/or agreements, if any, are specifically superseded by this Agreement, which is intended by the parties to contain all of the terms and conditions agreed to by them with regard to acquisition of the Property by City.

27. Authority

Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

GRANTOR(S):

Tesoro Sierra Properties, LLC, a Delaware Limited Liability Company

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

By: _____

Print: _____

Title: _____

GRANTEE:

CITY OF WILDOMAR
a Municipal Corporation

Date: _____

By: _____
Frank Oviedo, City Manager

RECOMMENDED FOR APPROVAL:

Date: _____

By: _____
John F. Almazan

APPROVED AS TO FORM:

Date: _____

By: _____
Julie Biggs, City Attorney

ATTEST:

Date: _____

By: _____
Debbie Lee, City Clerk

***Note:** *If Grantor is a corporation, the following two signatures are required: (1) the first signature by either the Chairman of the Board, the President, or any Vice President of the corporation; and (2) the second signature by either the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of the corporation.*

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 2 AS SHOWN ON LOT LINE ADJUSTMENT NUMBER 4298 RECORDED MARCH 9, 2001, AS INSTRUMENT NUMBER 95719, AND DESCRIBED IN GRANT DEED RECORDED MAY 8, 2007, AS INSTRUMENT NUMBER 306718, BOTH OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CLINTON KEITH ROAD (55.00 FOOT HALF- WIDTH) AND THE CENTERLINE OF ARYA DRIVE (33.00 FOOT HALF-WIDTH) AS SHOWN ON SAID LOT LINE ADJUSTMENT, SAID INTERSECTION POINT ON CLINTON KEITH ROAD BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF1799.83 FEET AND AN INITIAL RADIAL BEARING OF N 27°15'08" W;

THENCE SOUTHWESTERLY ALONG SAID CENTERLINE OF CLINTON KEITH ROAD AND THE ARC OF SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 01°44'21", AN ARC DISTANCE OF 54.63 FEET;

THENCE N 28°59'29" W ON A RADIAL LINE, A DISTANCE OF 55.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID ARYA DRIVE, BEING A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CLINTON KEITH ROAD, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF1854.83 FEET AND AN INITIAL RADIAL BEARING OF N 28°59'29" W AND **THE TRUE POINT OF BEGINNING**;

THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, AND SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 02°10'32", AN ARC DISTANCE OF 70.43 FEET TO THE MOST EASTERLY CORNER ARYA DRIVE – VACATED, BY RESOLUTION 95-040 RECORDED MAY 2, 1995 AS INSTRUMENT NUMBER 137832 OF SAID OFFICIAL RECORDS AND SHOWN ON AMENDED PARCEL MAP NUMBER 22776, ON FILE IN BOOK 158, PAGES 37 THROUGH 41, INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID RECORDER;

THENCE S 86°16'48" W ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID ARYA DRIVE – VACATED, A DISTANCE OF 52.96 FEET;

THENCE N 71°43'05" E, A DISTANCE OF 84.01 FEET;

THENCE N 60°33'26" E, A DISTANCE OF 42.22 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF ARYA DRIVE (33.00 FOOT HALF-WIDTH) AS SHOWN ON SAID LOT LINE ADJUSTMENT NUMBER 4298;

THENCE S 18°08'05" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.81 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 771 SQUARE FEET, OR 0.018 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCES.

0264-004A

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 12/10/09

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

EXHIBIT "B"

N.T.S.

CURVE DATA

(1) Δ = 01°44'21"
R = 1799.83'
L = 54.63'

(3) Δ = 02°10'32"
R = 1854.83'
L = 70.43'

LINE DATA

(2) N 28°59'29" W (R) - 55.00'
(4) S 86°16'48" W - 52.96'
(5) N 71°43'05" E - 84.01'
(6) N 60°33'26" E - 42.22'
(7) S 18°08'05" W - 8.81'

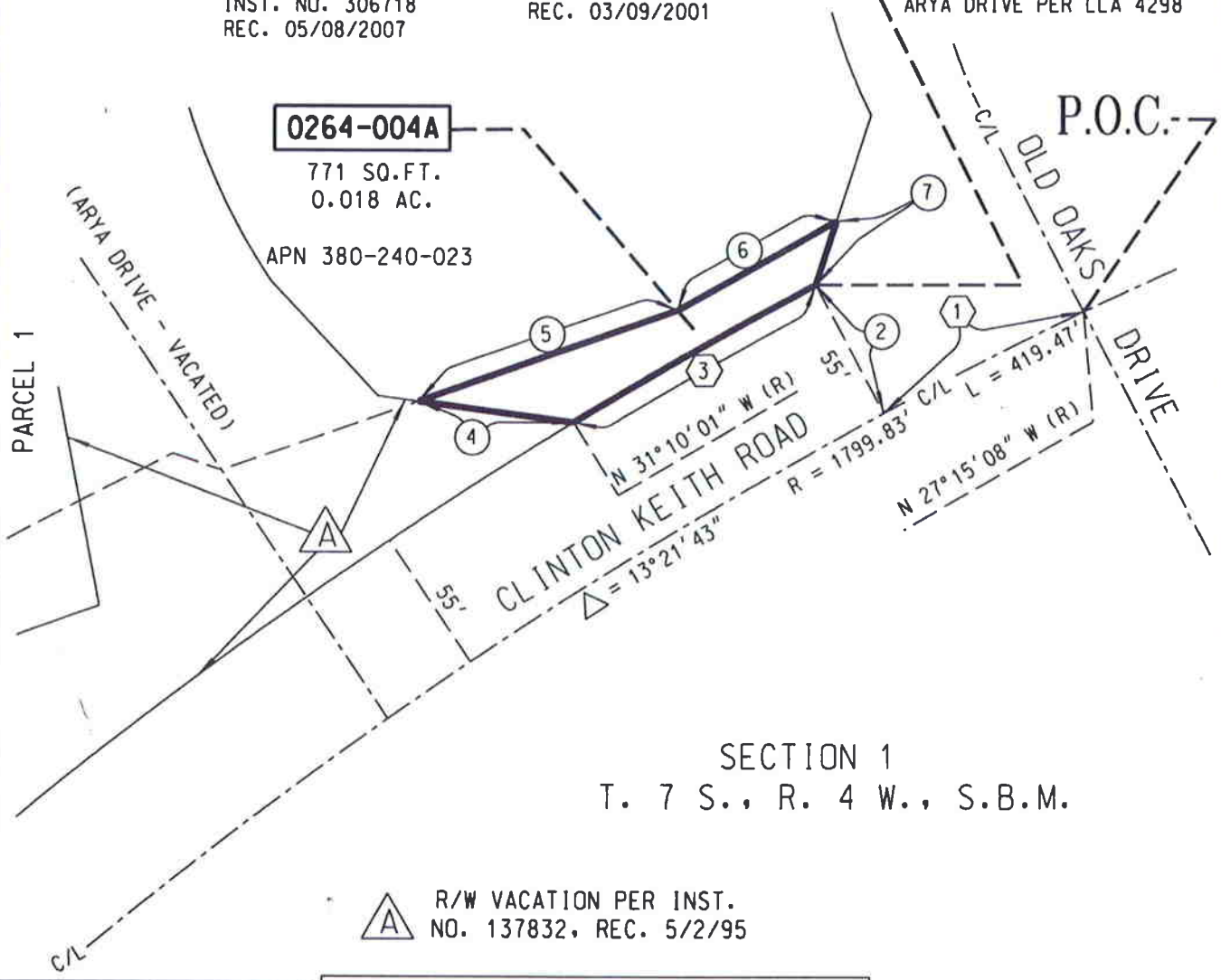
AMENDED PM 22776
PM 158/37-41
PARCEL 4

GRANT DEED
INST. NO. 306718
REC. 05/08/2007

PARCEL 2
LLA 4298
INST. NO. 95719
REC. 03/09/2001

T.P.O.B.
MOST S'LY CORNER
ARYA DRIVE PER LLA 4298

P.O.C.



SECTION 1
T. 7 S., R. 4 W., S.B.M.

(A) R/W VACATION PER INST. NO. 137832, REC. 5/2/95

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: ***I-15 / CLINTON KEITH ROAD***

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: Timothy F Ray DATE: 12/10/09

PAR. NO.:	0264-004A
PREPARED BY:	TFR
SCALE:	N.T.S.
DATE:	DECEMBER, 2009
W.O. NO.:	A2-0264
	SHEET 1 OF 1

EXHIBIT "C"

NO FEE DOCUMENT
Government Code §6103 & §27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
CITY OF WILDOMAR
23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595

The Above Space For Recorder's Use Only

OK to Accept: _____

Date: _____

Project Name: I-15 Clinton Keith Interchange

Address: 23905 Catt Road
APN: 380-240-023
Project No.: 0264-004A
Title Order No. 11653963
Escrow No. 11653963-10

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT DEED
(FOR RIGHT OF WAY PURPOSES)

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, **Tesoro Sierra Properties, LLC, a Delaware Limited Liability Company** ("GRANTOR"), hereby grants to the **CITY OF WILDOMAR**, a municipal corporation, all that real property situated in the City of Wildomar, County of Riverside, State of California, described as follows:

See Exhibit A, legal description, and Exhibit B, plat to accompany legal description, attached hereto and made a part hereof.

Executed this _____ day of _____, 20_____

Tesoro Sierra Properties, LLC, a Delaware Limited Liability Company

By: _____
[Name of Signatory]

Printed: _____

Title: _____

By: _____
[Name of Signatory]

Printed: _____

Title: _____

Mail Tax Statements To:
Finance Department
City of Wildomar
23873 Clinton Keith Rd
Ste 201
Wildomar, CA 92595

EXHIBIT "D"

Title exceptions that will not be removed, if any, as noted in preliminary title report dated February 10, 2010: # 1

NO ADDITIONAL ITEMS TO BE IDENTIFIED

EXHIBIT "E"

Leases

NONE

EXHIBIT "F"
Special Provisions

Reconstruction of Grantor's Remainder Property

City and its authorized agents and contractor are hereby granted permission to enter onto Grantor's remainder property to reconstruct Grantor's driveways, walkways, lawn and landscaped areas, (hereinafter referred to as "Remainder"), as necessary to conform same to the street frontage improvements, including re-grading and replanting any affected lawn and landscaped areas. The cost of such reconstruction of the Remainder property shall be borne by City, at no expense to Grantor. Such reconstruction shall be done at a time and in a manner, which the City, in its sole discretion, deems most appropriate for project purposes. Upon completion of such reconstruction, any reconstruction shall hereinafter by considered Grantor's sole property and Grantor will be solely responsible for all maintenance and repair thereto.

CITY OF WILDOMAR

SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

The City of Wildomar (City) is proposing to purchase real property or interests therein in connection with the construction of the **I-15/Clinton Keith Interchange Project** and related improvements and appurtenances.

Your property located the on 23905 Catt Road, Wildomar , CA, is within with the project area and identified by your County Assessor as Parcel No. 380-240-023

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines require that you, as an owner from whom a public agency proposes to purchase real property or an interest therein or as a tenant owning improvements on the property must be provided with at a minimum, a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment of the probable amount of just compensation prior to vacating the real property being acquired unless you have heretofore waived such entitlement. In the event of any voluntary purchase or sale of the property or interests, you would not be required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes allocable to any period following the passage of title or possession.

2. The City will offer to purchase any remnant(s), if any, considered by the City to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and which is/are contiguous to the land being conveyed.

3. All buildings, structures and other improvements affixed to the land described in the referenced document(s) covering this transaction, and which are owned by you as the owner or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The real property interest(s) proposed to be acquired is: Fee. The property being purchased comprises 771 square feet and is described in the attached deed and outlined in color on the attached map.

4. The market value of the property proposed to be acquired is based upon a market value appraisal which is included in the attached Appraisal OR summarized on the attached Valuation Summary Statement, and such amount:

   A. Represents the full amount of the appraisal of just compensation for the property proposed to be purchased;

   B. Is not less than the approved appraisal of the fair-market value of the property as improved;

   C. Disregards any decrease or increase in the fair market value of the real property proposed to be acquired prior to the date of valuation which might be caused by the Project itself or by the likelihood that the property would be acquired for or in connection with the Project, other than that due to physical deterioration within the reasonable control of the owner or occupant; and

   D. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the City.

5. Pursuant to Code of Civil Procedure Section 1263.025 should you elect to obtain an independent appraisal, the City will pay for the actual reasonable costs up to Five Thousand ($5,000) Dollars subject to the following conditions:

   A. You, not the City, must order the appraisal. Should you enter into a contract with the selected appraiser, the City will not be a party to the contract;

   B. The selected appraiser is licensed with the Office of Real Estate Appraisers (OREA);

   C. Appraisal cost reimbursement must be made in writing, and submitted to the City at 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595; Attn: Real Property Acquisition, within ninety (90) days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and the invoice for the completed

work by the appraiser must be provided to the City concurrent with the submission of the written request. The costs must be reasonable and justifiable.

6. If you are the owner of a business conducted on a property proposed to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, you may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the owner and/or lessee's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.

7. If you ultimately elect to reject the City's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.

8. You are entitled to receive all benefits that are available through donation to the City of all or part of your interest in the real property sought to be acquired by the City as set out in Streets and Highways Code Sections 104.2 and 104.12.

NO FEE DOCUMENT
Government Code §6103 & §27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
CITY OF WILDOMAR
23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595

The Above Space For Recorder's Use Only

OK to Accept: _____

Date: _____

Project Name: I-15 Clinton Keith Interchange

Address: 23905 Catt Road
APN: 380-240-023
Project No.: 0264-004A
Title Order No. 11653963
Escrow No. 11653963-10

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GRANT DEED
(FOR RIGHT OF WAY PURPOSES)

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, **Tesoro Sierra Properties, LLC, a Delaware Limited Liability Company** ("GRANTOR"), hereby grants to the **CITY OF WILDOMAR**, a municipal corporation, all that real property situated in the City of Wildomar, County of Riverside, State of California, described as follows:

See Exhibit A, legal description, and Exhibit B, plat to accompany legal description, attached hereto and made a part hereof.

Executed this _____ day of _____, 20_____

Tesoro Sierra Properties, LLC, a Delaware Limited Liability Company

By: _____
[Name of Signatory]

Printed: _____

Title: _____

By: _____
[Name of Signatory]

Printed: _____

Title: _____

Mail Tax Statements To:
Finance Department
City of Wildomar
23873 Clinton Keith Rd
Ste 201
Wildomar, CA 92595

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 2 AS SHOWN ON LOT LINE ADJUSTMENT NUMBER 4298 RECORDED MARCH 9, 2001, AS INSTRUMENT NUMBER 95719, AND DESCRIBED IN GRANT DEED RECORDED MAY 8, 2007, AS INSTRUMENT NUMBER 306718, BOTH OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CLINTON KEITH ROAD (55.00 FOOT HALF- WIDTH) AND THE CENTERLINE OF ARYA DRIVE (33.00 FOOT HALF-WIDTH) AS SHOWN ON SAID LOT LINE ADJUSTMENT, SAID INTERSECTION POINT ON CLINTON KEITH ROAD BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF1799.83 FEET AND AN INITIAL RADIAL BEARING OF N 27°15'08" W;

THENCE SOUTHWESTERLY ALONG SAID CENTERLINE OF CLINTON KEITH ROAD AND THE ARC OF SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 01°44'21", AN ARC DISTANCE OF 54.63 FEET;

THENCE N 28°59'29" W ON A RADIAL LINE, A DISTANCE OF 55.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID ARYA DRIVE, BEING A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CLINTON KEITH ROAD, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF1854.83 FEET AND AN INITIAL RADIAL BEARING OF N 28°59'29" W AND **THE TRUE POINT OF BEGINNING**;

THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, AND SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 02°10'32", AN ARC DISTANCE OF 70.43 FEET TO THE MOST EASTERLY CORNER ARYA DRIVE – VACATED, BY RESOLUTION 95-040 RECORDED MAY 2, 1995 AS INSTRUMENT NUMBER 137832 OF SAID OFFICIAL RECORDS AND SHOWN ON AMENDED PARCEL MAP NUMBER 22776, ON FILE IN BOOK 158, PAGES 37 THROUGH 41, INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID RECORDER;

THENCE S 86°16'48" W ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID ARYA DRIVE – VACATED, A DISTANCE OF 52.96 FEET;

THENCE N 71°43'05" E, A DISTANCE OF 84.01 FEET;

THENCE N 60°33'26" E, A DISTANCE OF 42.22 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF ARYA DRIVE (33.00 FOOT HALF-WIDTH) AS SHOWN ON SAID LOT LINE ADJUSTMENT NUMBER 4298;

THENCE S 18°08'05" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.81 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 771 SQUARE FEET, OR 0.018 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCES.

0264-004A

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 12/10/09

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

EXHIBIT "B"

N.T.S.

CURVE DATA

(1) Δ = 01°44'21"
R = 1799.83'
L = 54.63'

(3) Δ = 02°10'32"
R = 1854.83'
L = 70.43'

LINE DATA

(2) N 28°59'29" W (R) - 55.00'
(4) S 86°16'48" W - 52.96'
(5) N 71°43'05" E - 84.01'
(6) N 60°33'26" E - 42.22'
(7) S 18°08'05" W - 8.81'

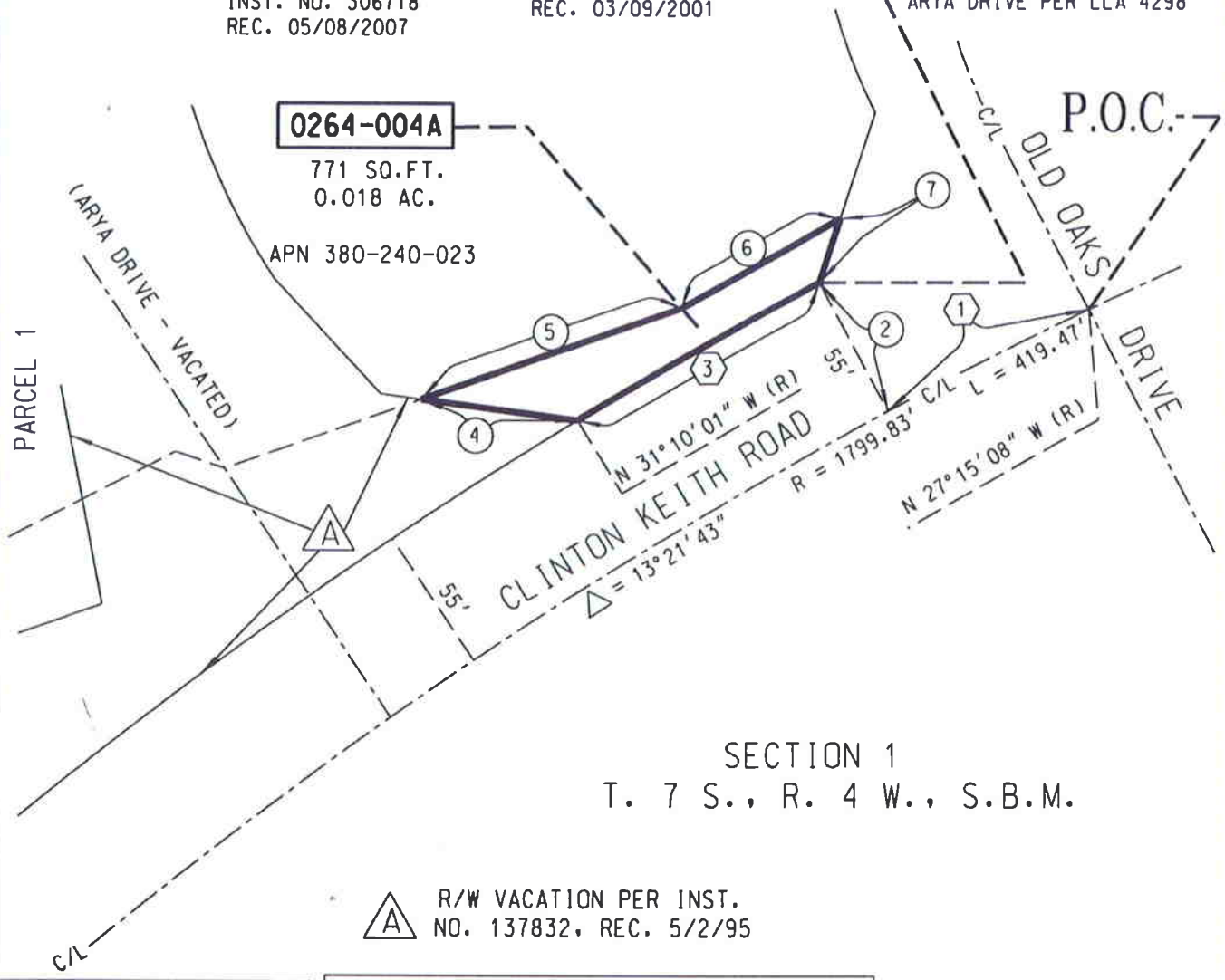
AMENDED PM 22776
PM 158/37-41
PARCEL 4

GRANT DEED
INST. NO. 306718
REC. 05/08/2007

PARCEL 2
LLA 4298
INST. NO. 95719
REC. 03/09/2001

T.P.O.B.
MOST S'LY CORNER
ARYA DRIVE PER LLA 4298

P.O.C.



SECTION 1
T. 7 S., R. 4 W., S.B.M.

(A) R/W VACATION PER INST. NO. 137832, REC. 5/2/95

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0264-004A
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: TFR
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F Ray DATE: 12/10/09	SHEET 1 OF 1

ACKNOWLEDGMENT

State of California)
) ss
County of Riverside)

On _____, 200__ before me, _____,
(Name of Notary)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signature(s) on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
(Notary Signature)

Mail Tax Statements To:
Finance Department
City of Wildomar
23873 Clinton Keith Rd
Ste 201
Wildomar, CA 92595

SUMMARY BASIS OF VALUATION STATEMENT

Summary of the Basis for Just Compensation
Interstate 15 & Clinton Keith Interchange Project
Tesoro Sierra Property - Property ID 14472

This **Appraisal Summary Statement**, which summarizes the **Basis for the Just Compensation**, has been prepared in compliance with eminent domain laws of the State of California and California Code of Civil Procedure 1255.010 (b).

BASIS OF VALUATION:

The fair market value for the property to be acquired is based upon an appraisal prepared in accordance with accepted appraisal principles and methodologies. Recent sales of comparable properties and income data (if applicable) are considered appropriate and have been utilized for subject valuation. Full consideration is given to zoning, development potential and the income the property is capable of producing, if any.

Code of Civil Procedure Section 1263.320 defines Fair Market Value as follows:

a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to be a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

Section 1263.330 provides that the fair market value shall not include an increase or decrease in value attributable to the project for which the property is to be acquired.

BASIC PROPERTY DATA:

Owner:	Tesoro Sierra Prop.
Total Property Area:	0.82 acres 35,531 (square feet) Previously the County listed the property (380-240-023) at 1.01 acres (43,996 square feet). This larger assessor record size seems to include portions of the vacated Arya Drive and Clinton Keith Road (now APN 380-240-057), which have <u>not</u> in fact been quit claimed to the property owner as of the date of value. <u>Therefore, 0.82 acres is considered as the prevailing legal parcel size</u>.
Assessor's Parcel No.:	380-240-056 (formerly 380-240-023)
Property Address:	23905 Catt Road, Wildomar, Riverside County, and State of California

Legal Description: Parcel 2 of Lot Line Adjustment No. 4298, in the County of Riverside, State of California, recorded March 9, 2001 as Instrument No. 2001-95719 of Official Records, described as follows:

Those portions of Parcels 4 and 5 of Amended Parcel Map 22776 as shown by map on file in Book 158 of Parcel Maps, Pages 37 through 41 inclusive thereof, lying in Section 1, Township 7 South, Range 4 West, San Bernardino Meridian, California.

Public use for which the property is to be acquired:

The proposed acquisition is for the Interstate 15 and Clinton Keith Road Interchange Project.

Location and extent of property to be acquired:

The required portion of the subject larger parcel, identified as Parcel No. 0264-004A, fee simple interest acquisition area of 771 square feet. The required portion is located along the southern boundary of the subject property (Property ID 14472). Compensation will be provided for the existing landscape/hardscape that is within the acquisition area.

The acquisition excludes the vacated right-of-way which is not considered a part of the subject property.

Interest to be acquired: Fee Simple Interest.

Zoning: C-P-S with a General Plan Land Use of CR-Commercial Retail, City of Wildomar, Riverside County.

Present use: The subject property is currently in use as a USA Gas Station, Mini-Mart and Car Wash.

Date of valuation: February 5, 2010

Highest and best use Continued use as a gas station, mini-mart and car wash.

Summary and Conclusion of Value:

Larger Parcel (As Land Only)	$995,000
Property To Be Acquired	
Fee Acquisition for Public Road Widening	$21,588
Landscape/Hardscape Improvements	$5,450
Value of the Remainder as Part of the Whole	$967,962
Severance Damages	$0
Benefits	$0
Net Severance Damages	$0
Total Fair Market Value for Permanent Property Rights Acquired	**$27,038**

THE FOLLOWING INFORMATION IS BASED ON THE ENTIRE SUBJECT PARCEL:

1. The sales comparison approach is based on the consideration of comparable land sales with commercial zoning in the subject market area:

   Sales Comparison Approach:

   Eight market data represent the most comparable land sale transactions within the subject market area. The parcel sizes range from 0.73 acres to 2.66 acres. The sales prices range from $10.25 to $31.20 per square foot.

   The subject is a well located property on a major thoroughfare in Wildomar between Temecula and Lake Elsinore. Site constraints include the current real estate recession - housing and retail, which has led to increased vacancies and will lead to increased cap rates. *Land values have begun to drop as a result.* The capital markets are not fully performing and financing has become a hurdle for many buyers. Many projects have been put on hold as the retail industry has been taking losses. It is, however, very well located at the freeway off-ramp with infrastructure close by.

   Following adjustments for differences, the adjusted value range for the subject is $25.00 - $28.00 per square foot. Due to the location at the corner of a major freeway interchange, as well as the eminent domain nature of this valuation, we have reconciled at the high end of the range, $28.00 per square foot for the fair market value of the Larger Parcel. The north side is slightly inferior to the south side of Clinton Keith Road, due to the south side having ease of access off of the freeway. Therefore, the fee simple fair market value of the subject property (as land only) via the Sales Comparison Approach, as of February 5, 2010 is as follows:

   0.82 acres/35,531 sq. ft. @ $28.00 per sq. ft = **$994,868**

   Rounded to $995,000

See attached sheets for principle transactions and sales location map.

2. The cost approach is based in part on a replacement cost new of improvements less depreciation. Cost information was obtained from cost service publications and/or knowledgeable vendors. Cost Approach: Not Applicable

3. The income approach is based on an analysis of income and expenses to the property. Income Approach: Not Applicable

FAIR MARKET VALUE OF PROPERTY TO BE ACQUIRED

Fee Simple Interest

The area to be acquired is necessary to accommodate the interchange project. The fair market value of the portion to be acquired is based on the value of the larger parcel ($28.00 psf) and is calculated as follows:

Partial Fee Acquisition (Parcel No. 0264-004A)

771 sq. ft. x $28.00 per square foot = **$21,588**

Acquisition of Improvements

In the before condition, the property owner was conditioned to install and maintain landscaping within the Right-of-Way (ROW). Part of this landscaping is now owned by the City of Wildomar. It is reasonable to reimburse the property owner for the entire cost of installing and maintaining the landscaping on both the private property and city ROW.

In the after condition, the property owner will be responsible for installing and maintaining only their own landscaping. Tesoro did not provide estimates for the landscaping. Based on information obtained from other sources, we estimated cost as follows:

Item No.	Description	Qty	Unit	Cost / Item	Total Cost
1	Irrigation and groundcover	1,176	SF	$3.00	$3,528
2	24" Box Tree	1	EA	$220.00	$220
3	5 Gallon Shrub	9	EA	$18.00	$162
4	1 Gallon Shrub/Perennial Flower	5	EA	$8.50	$43
6	15 Gallon Shrub	8	EA	$50.00	$497
					$4,450
	Subtotal				$4,450
	Add: Landscape Contractor Fees & Permits				$1,000
	Total Landscape/Hardscape				**$5,450**

Summary of Permanent Acquisition

Public Road Fee Simple Interest	$21,588
Landscape/Hardscape Improvements	$5,450
Permanent Acquisition	**$27,038**

Tesoro has requested that a representative of the company be on-site during the construction to protect the underground storage tanks (UST) on the property.

Severance Damages

In the partial acquisition of real estate, the most reliable measurement of severance damages is the diminution of market value to the Remainder property which results from the acquisition or construction of improvements as planned. Issues considered in this analysis include the project's impact, if any, on the Remainder Parcel's highest and best use, site utility, development potential, drainage, proximity to existing improvements, and access.

In the Before Condition, the underground fuel storage tanks are in conformance with the required 3 foot setback (California Fire Code 304.2.11.2 Location) from Clinton Keith Road. In the After Condition, it is assumed that the fuel storage tanks are still outside the 3 foot setback. *If it is within the 3 foot setback, it is assumed that the property owner will receive a variance to allow for a legal non-conforming use status.* According to the County of Riverside, Jeff Mills, P.E. of URS Corporation will take the lead to find out what Riverside County Fire/Environmental Control and South Coast Air Quality require for setback infringements.

The Remainder Parcel, in the After Condition, will have similar highest and best use in comparison with the Before Condition. The I-15/Clinton Keith Road Interchange Project affects only the landscape and hardscape adjacent to the sidewalk and will not impact the existing or future development/redevelopment of the site nor will it impact access. Based on the foregoing, severance damages are not applicable.

Benefits

Under California law, benefits may be used to offset damages only. The After Condition analysis indicates the subject is not affected by severance damages. It is our opinion, the project will provide public benefits by enlarging the Clinton Keith intersection. While public benefits are recognized, it does not provide specific benefits directly to the subject property at present. Therefore, benefits have not been quantified at this time.

MARKET DATA SUMMARY GRID
Small Commercial Land Sales (0 to 3 acres)

DATA NO.	LOCATION/APN	PARCEL SIZE AC/SF	ZONING / GENERAL PLAN	DATE OF SALE/ DOC. NO.	SALES PRICE	SALES PRICE PER SF	COMMENTS
1	Monroe Avenue, north of Los Alamos Road, Murrieta 949-210-015	1.68 ac 73,181 sf	RC	01/18/2007 #040791	$750,000	$10.25	Level property with freeway frontage, however, not at an off-ramp. Access and development constraints.
2	SEC Madison Avenue & Elm Street, Murrieta 910-210-029	1.05 ac 45,738 sf	MU-2	01/15/2008 #022414	$550,000	$12.03	Bought for development of an office building. Located in an area of growing business park type development.
3	Mission Trail, south of Diamond Drive, Lake Elsinore 363-172-016	1.81 ac 78,844 sf	C-1 Gen. Com.	08/03/2007 #503052	$1,100,000	$13.95	Rolling to level topography. Freeway close. In-fill property located in between existing commercial development.
4	SS Clinton Keith Road, east of Palomar Street, Wildomar 380-130-020	1.43 ac 62,291 sf	C-1/C-P CR	10/22/2009 #547270	$1,175,000	$18.86	Future car wash site. On the market for 6 months. Finished site, sold as-is. Escrow was 9 months due to approvals for building permits. Located within a newly constructed retail/office center (still under construction).
5	NEC Washington Avenue & Kalmia Street, Murrieta, 906-070-075 & 076	2.66 ac 115,870 sf	CC	12/27/2007 #765457	$2,782,000	$24.01	Planned for office/retail development.
6	SS Clinton Keith Road, east of Palomar Street, Wildomar 380-130-021	0.73 ac 31,800 sf	C-1/C-P CR	01/21/2010 #25511	$805,000	$25.31	Adjacent to Sale #4. Proposed for a 2,200 square foot KFC and Long John Silvers with a drive-thru. Located within a newly constructed retail/office center (still under construction).
7	WS Avenida Acacias, S of Los Alamos, Murrieta 948-310-034	0.75 ac 32,670 sf	CC	12/12/2008 #651960	$1,000,000	$30.61	Fast food site. Finished pad with reciprocal parking in place. Circuitous access/entrance.
8	ES Margarita Road, north of Date Street, Murrieta 913-280-055 (formerly 031 & 047)	1.46 ac 63,598 sf	NC	02/12/2007 #673357	$1,984,500	$31.20	Rough graded site within neighborhood retail center. Buyer has constructed a strip retail building.

Small Commercial Land Sales Location Map

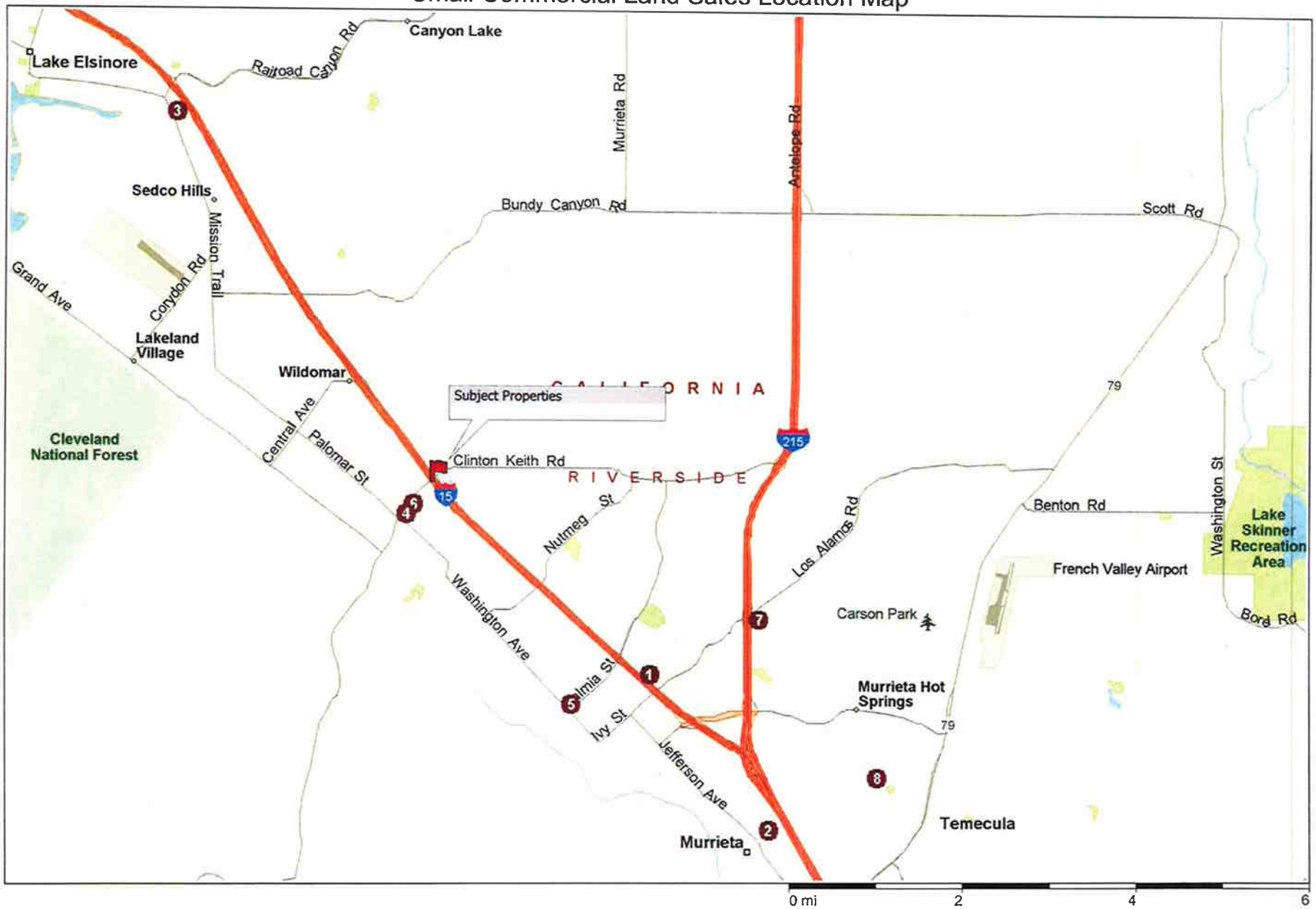


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EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 2 AS SHOWN ON LOT LINE ADJUSTMENT NUMBER 4298 RECORDED MARCH 9, 2001, AS INSTRUMENT NUMBER 95719, AND DESCRIBED IN GRANT DEED RECORDED MAY 8, 2007, AS INSTRUMENT NUMBER 306718, BOTH OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CLINTON KEITH ROAD (55.00 FOOT HALF- WIDTH) AND THE CENTERLINE OF ARYA DRIVE (33.00 FOOT HALF-WIDTH) AS SHOWN ON SAID LOT LINE ADJUSTMENT, SAID INTERSECTION POINT ON CLINTON KEITH ROAD BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF1799.83 FEET AND AN INITIAL RADIAL BEARING OF N 27°15'08" W;

THENCE SOUTHWESTERLY ALONG SAID CENTERLINE OF CLINTON KEITH ROAD AND THE ARC OF SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 01°44'21", AN ARC DISTANCE OF 54.63 FEET;

THENCE N 28°59'29" W ON A RADIAL LINE, A DISTANCE OF 55.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID ARYA DRIVE, BEING A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CLINTON KEITH ROAD, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF1854.83 FEET AND AN INITIAL RADIAL BEARING OF N 28°59'29" W AND **THE TRUE POINT OF BEGINNING**;

THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, AND SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 02°10'32", AN ARC DISTANCE OF 70.43 FEET TO THE MOST EASTERLY CORNER ARYA DRIVE – VACATED, BY RESOLUTION 95-040 RECORDED MAY 2, 1995 AS INSTRUMENT NUMBER 137832 OF SAID OFFICIAL RECORDS AND SHOWN ON AMENDED PARCEL MAP NUMBER 22776, ON FILE IN BOOK 158, PAGES 37 THROUGH 41, INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID RECORDER;

THENCE S 86°16'48" W ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID ARYA DRIVE – VACATED, A DISTANCE OF 52.96 FEET;

THENCE N 71°43'05" E, A DISTANCE OF 84.01 FEET;

THENCE N 60°33'26" E, A DISTANCE OF 42.22 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF ARYA DRIVE (33.00 FOOT HALF-WIDTH) AS SHOWN ON SAID LOT LINE ADJUSTMENT NUMBER 4298;

THENCE S 18°08'05" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.81 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 771 SQUARE FEET, OR 0.018 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCES.

0264-004A

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 12/10/09

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

FILE COPY

EXHIBIT "B"

FILE COPY

N.T.S.

CURVE DATA

(1) Δ = 01°44'21"
R = 1799.83'
L = 54.63'

(3) Δ = 02°10'32"
R = 1854.83'
L = 70.43'

LINE DATA

(2) N 28°59'29" W (R) - 55.00'
(4) S 86°16'48" W - 52.96'
(5) N 71°43'05" E - 84.01'
(6) N 60°33'26" E - 42.22'
(7) S 18°08'05" W - 8.81'

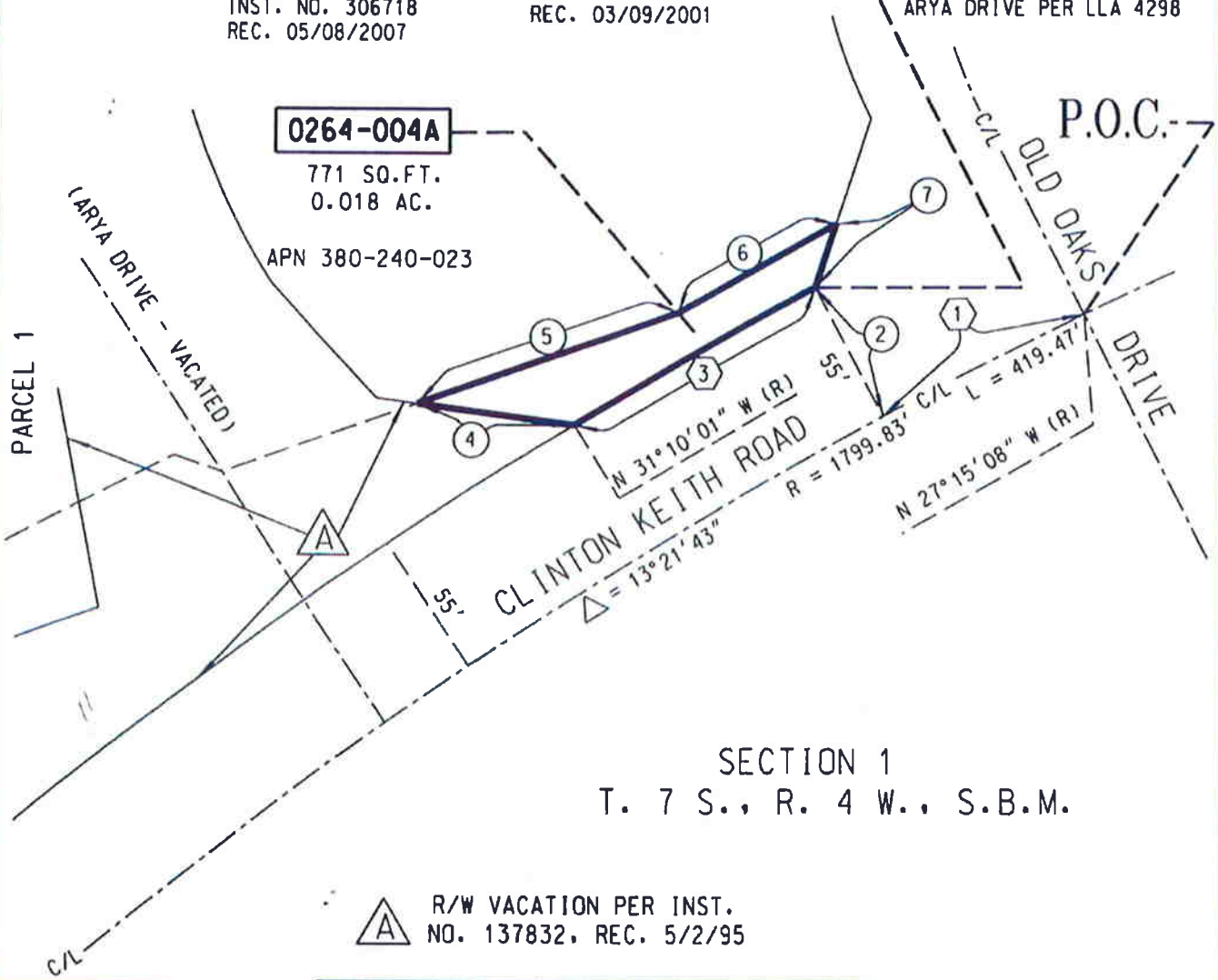
AMENDED PM 22776
PM 158/37-41
PARCEL 4

GRANT DEED
INST. NO. 306718
REC. 05/08/2007

PARCEL 2
LLA 4298
INST. NO. 95719
REC. 03/09/2001

T.P.O.B.
MOST S'LY CORNER
ARYA DRIVE PER LLA 4298

P.O.C.



SECTION 1
T. 7 S., R. 4 W., S.B.M.

(A) R/W VACATION PER INST. NO. 137832, REC. 5/2/95

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

FILE COPY

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0264-004A
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: TFR
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F Rayburn DATE: 12/10/09	SHEET 1 OF 1

Lawyers Title
4100 Newport Place Drive
Suite 120
Newport Beach, CA 92660
Phone: (949) 724-3170

County of Riverside RE Div.
3133 Mission Inn Ave

Riverside, CA 92507

Attn: **Sue Anna Schatz**

Your Reference No: 380-240-023

Property Address: County of Riverside, California

Our File No: 11653963 - 10
Title Officer: Chris Maziar
e-mail: unit10@ltic.com
Phone: (949) 724-3170
Fax: (949) 258-5740

PRELIMINARY REPORT (V4)

Dated as of February 10, 2010 at 7:30 a.m.

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

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

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

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

File No: 11653963

SCHEDULE A

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

CLTA Standard Owners

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

A FEE

Title to said estate or interest at the date hereof is vested in:

Tesoro Sierra Properties, LLC, a Delaware limited liability company

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

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

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 2 of Lot Line Adjustment No. 4298, in the County of Riverside, State of California, recorded March 9, 2001 as Instrument No. 2001-95719 of Official Records, described as follows:

Those portions of Parcels 4 and 5 of Amended Parcel Map 22776 as shown by map on file in Book 158 of Parcel Maps, Pages 37 through 41 inclusive thereof, lying in Section 1, Township 7 South, Range 4 West, San Bernardino Meridian, described as follows:

Commencing at the Northeast corner of said Parcel 5, said corner also being the intersection of the South right-of-way line of Catt Road (60.00 feet wide with the Northwesterly right-of-way line of Clinton Keith Road (110.00 feet wide), both of said Amended Parcel Map 22776;
Thence South 88°49'17" West along the North line of said Parcel 5 and along said South right-of-way line of Catt Road, a distance of 395.96 feet for the True Point of Beginning, said point being the intersection of said North line of Parcel 5 with the Westerly line of that property described in the easement granted to the County of Riverside by deed recorded March 28, 1995 as Instrument No. 93652 Records of Riverside County, California;
Thence along said Westerly line of said easement the following four (4) courses and distances:
1) South 44°12'13" East, a distance of 20.52 feet to the beginning of a non-tangent curve, concave to the Northeast, having a radius of 233.00 feet, the radial line from said point bears North 88°49'17" East;
2) Southerly and Southeasterly along said curve, to the left, through a central angle of 28°07'41", an arc distance of 114.39 feet;
3) South 29°18'24" East, a distance of 3.73 feet;
4) South 16°04'48" West, a distance of 32.73 feet to a point on said Northwesterly right-of-way line of said Clinton Keith Road, said point being on the Southeasterly line of said Parcel 4, said point also being on a curve, concave to the Southwest, having a radius of 1855.00 feet, the radial line from said point bears South 31°02'46" East;
Thence Southwesterly along said Northwesterly right-of-way line and along said curve, to the left, through a central angle of 05°02'25", an arc distance of 163.18 feet, to a point thereon, the radial line from said point bears South 36°05'11" East, said point also being on the centerline of Arya

Drive as vacated by Resolution 95-040, recorded May 2, 1995 as Instrument No. 137832, Records of Riverside County, California;
Thence North 36°05'11" West along said centerline of Arya Drive, a distance of 108.18 feet to the beginning of a tangent curve, concave to the Northeast, having a radius of 250.00 feet;
Thence Northwesterly and Northerly along said centerline of Arya Drive and along said curve, to the right, through a central angle of 34°54'28", an arc distance of 152.31 feet;
Thence North 01°10'43" West continuing along said centerline of Arya Drive, a distance of 15.00 feet to a point on a line parallel with and distant South 30.00 feet, measured at right angles, from the centerline of Catt Road;

Thence North 88°49'17" East along said parallel line and along the North line of said Parcel 4, a distance of 211.07 feet to the True Point of Beginning.

Excepting that portion of Arya Drive vacated and abandoned by that certain Resolution No. 95-040 recorded May 2, 1995 as Instrument No. 137832 of Official Records.

Assessor's Parcel Number 380-240-023

NOTE: This Company has provided said description as an accommodation for the purpose of facilitating this report. Said description is not an insurable parcel pursuant to the Subdivision Map Act of the State of California and should not be relied upon to convey or encumber said land, until approved by the appropriate governing agency.

SCHEDULE B – Section A

The following exceptions will appear in policies when providing standard coverage as outlined below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

SCHEDULE B – Section B

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

A. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2010 – 2011 which are a lien not yet payable.

B. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year 2009 - 2010.

1st Installment:	$19,606.06 Paid
2nd Installment:	$19,606.06 This amount is valid until April 10, after which penalties apply
Penalty (including cost):	$1,991.58 Due with installment amount if paid after April 10
Land Value	$1,647,993.00
Improvement Value:	$1,230,064.00
Exemption:	$none
Code Area:	025-007
Assessment No.:	380-240-023-0

C. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.

D. The lien of any special assessment or tax resulting from the inclusion of the property in a special assessment district or Mello-Roos Community Facilities District, which may exist by virtue of assessment maps or notices filed and/or recorded by any such district. Assessments, if any, arising from such assessment districts may be collected with the regular real property taxes.

1. Water rights, claims or title to water, whether or not shown by the public records.

2. Covenants, conditions and restrictions as set forth in the document
   Recorded: August 4, 1977 as Instrument No. 149760 of Official Records

   This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that the covenant, condition or restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607 or (c) relates to a handicap but does not discriminate against handicapped people.

3. An Agreement which sets out covenants and conditions as to the maintenance of roads. Said agreement was recorded June 9, 1978 as Instrument No. 118189, Official Records.

4. An easement for the purpose shown below and rights incidental thereto as set forth in a document
   Granted to: Southern California Edison Company, a Corporation
   Purpose: public utilities
   Recorded: December 13, 1978 as Instrument No. 261602 of Official Records
   Affects: A portion of said land

5. The fact that the ownership of said land does not include rights of access to or from the street or highway abutting said land known as Clinton Keith Road Parcel 5 such rights having been relinquished by the map of said Parcel Map No. 22776.
   Affects: As shown on said map

6. A Notice of Election to defer payment of drainage fees, executed by Rancon Development Fund VI, a California Limited Partnership, recorded June 16, 1989 as Instrument No. 199277, Official Records.

7. The terms, covenants and provisions of the instrument executed by and between County of Riverside and Rancon Development Fund VI, recorded June 16, 1989 as Instrument No. 199278, Official Records.

8. A declaration of covenants, conditions and restrictions which, among other things, may contain or provide for easements; assessments, liens and the subordination thereof; said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.
   Recorded: July 28, 1989 as Instrument No. 252646 of Official Records

   NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that the covenant, condition or restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607 or (c) relates to a handicap but does not discriminate against handicapped people.

   Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

9. An easement for the purpose shown below and rights incidental thereto as set forth in a document
   Granted to: The County of Riverside
   Purpose: public road and drainage, including public utility and public services
   Recorded: March 28, 1995, Instrument No. 093652, of Official Records
   Affects: A portion of said land

10. An easement for the purpose shown below and rights incidental thereto as set forth in a document
    Granted to: Verizon California, Inc., a Corporation
    Purpose: Public utility
    Recorded: September 27, 2002 as Instrument No. 2002-537740 of Official Records
    Affects: A portion of said land

11. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	Southern California Edison Company, a Corporation
Purpose:	Public utility
Recorded:	October 24, 2002 as Instrument No. 2002-600898 of Official Records
Affects:	A portion of said land

12. Matters which may be disclosed by an inspection or by a survey of said land that is satisfactory to this Company, or by inquiry of the parties in possession thereof.

13. Any rights, interests or claims of the parties in possession of said land, including but not limited to those based on an unrecorded agreement, contract or lease.

    This Company will require that a full copy of any unrecorded agreement, contract or lease be submitted to us, together with all supplements, assignments and amendments, before any policy of title insurance will be issued.

14. Any easements not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.

15. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.

16. Title search discloses no open deeds of trust. Please confirm prior to close of escrow.

17. Intentionally deleted.

18. The matters contained in a document entitled "Notice of Lot Line Adjustment No. 4298" recorded March 0=9, 2001 as Instrument No. 2001-095719 of Official Records.

    Reference is made to said document for full particulars.

19. The effect of a deed

Grantor:	Palisades Gas and Wash, Inc., a California Corporation
Grantee:	Agoura Associates, Ltd., a California Limited Partnership
Recorded:	December 26, 2001 as Instrument No. 2001-641243, Official Records

For the purposes of title insurance, this Company requires that an Affidavit (attached) be completed and executed by the grantor above and that it be acknowledged before a notary who is an EMPLOYEE of the title or escrow company and then submitted to the Title Officer for review.

20. The effect of a deed

Dated:	December 31, 2005
Grantor:	Agoura Associates, Ltd., a California Limited Partnership
Grantee:	USA Petroleum Corporation, a California Corporation
Recorded:	August 4, 2006 as Instrument No. 2006-0574568, Official Records

For the purposes of title insurance, this Company requires that an Affidavit (attached) be completed and executed by the grantor above and that it be acknowledged before a notary who is an EMPLOYEE of the title or escrow company and then submitted to the Title Officer for review.

21. The effect of a deed

Dated:	May 1, 2007
Grantor:	USA Petroleum Corporation, a California Corporation
Grantee:	Tesoro Sierra Properties, LLC, a Delaware limited liability company
Recorded:	May 8, 2007 as Instrument No. 2007-0306718, Official Records

For the purposes of title insurance, this Company requires that an Affidavit (attached) be completed and executed by the grantor above and that it be acknowledged before a notary who is an EMPLOYEE of the title or escrow company and then submitted to the Title Officer for review.

22. The description shown in this report is not to be relied upon as a legal insurable parcel. This company has provided said description only as an accommodation for the purpose of facilitating this report. A description approved by the appropriate governing agency pursuant to the Subdivision Map Act of the State of California, must be submitted to this company for review prior to closing.

END OF SCHEDULE B EXCEPTIONS

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

May 06, 2010

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

ACQ File:09-04-07
Grantor: Archland Property II, L.P.
APN: 380-240-008

VIA CERTIFIED U.S. MAIL
7008 3230 0000 8948 6796

Archland Property II, L.P.
1 Mc Donald's Place
Oakbrook, ILL 60523

HEARING DATE

June 23, 2010

NOTICE OF HEARING IN CONSIDERATION OF THE INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO ADOPT A RESOLUTION OF NECESSITY FOR THE ACQUISITION FOR PUBLIC PURPOSES OF CERTAIN PROPERTY FOR THE I-15/CLINTON KEITH ROAD INTERCHANGE PROJECT

Dear Property Owner:

The law provides procedures for public agencies to acquire private property for public use. It requires that every agency which intends to condemn property notify the owners of its intention to condemn. California Code of Civil Procedure (CCP) Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following three conditions are established:

(A) The public interest and necessity require the project.

(B) The project is planned or located in the manner that will be most compatible with the greatest public good and the 6least public injury.

(C) The property sought to be acquired is necessary for the project.

Also, CCP Section 1245.230 requires that the offer required by Section 7267.2 of the Government Code has been made to the owner of record.

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698 1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

You are hereby notified that the City Council of the City of Wildomar ("City") at its meeting on Wednesday June 23, 2010 at 7:00 P.M in Wildomar, California, will be asked to decide if the above conditions have been met concerning your property, and if so, to adopt a Resolution of Necessity ("Resolution"). Questions regarding the amount of compensation to be paid or the value of the property to be acquired are not part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted.

The City Council's adoption of the Resolution authorizes the City to acquire the property by eminent domain. Within six months of the adoption of the Resolution, the City will prepare and file a complaint in Superior Court commencing the eminent domain proceeding. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in this court proceeding. A description and map of the required property is attached to this Notice and is marked Exhibit A.

The law provides you an opportunity to appear before the City Council and raise questions concerning only the conditions referred to in CCP 1240.030 as cited above. If you file a written request to appear (within 15 days from the mailing of this Notice, you are entitled to appear and object to the adoption of the Resolution.

Your written request to appear should include a statement indicating which of the conditions listed in the first paragraph above you contend have not been met. By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, you will enable the City Council to authorize a full and expeditious review of the project's effect on your property. The City Council will conduct the review on behalf of the City and ask for your participation. Based on this review, the City Council will then prepare a report to be presented to the City at the meeting at which you intend to appear.

Your written request to appear must actually be *on file* with the City within the 15-day period set forth above. Failure to file a written request to appear will result in a waiver of your right to appear and be heard.

All requests to appear must be sent for filing to: City Council, City of Wildomar, 23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595. If you request an appearance, you will be notified of the meeting date, time and location at a later date.

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698 1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City Council within the 15-day period will become part of the official record of the meeting at which the City Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you mail your correspondence Certified Mail, Return Receipt Requested to confirm that your response was received within the 15-day period.

If you have any questions, please call John F. Almazán at telephone number (916) 781-6600.

Sincerely,

John F. Almazán
Senior Real Estate Agent

Attachment

CC: Kwame Brathwaite

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL "E" OF LOT LINE ADJUSTMENT NUMBER 3959, AS DESCRIBED IN GRANT DEED RECORDED AUGUST 19, 1998, AS INSTRUMENT NUMBER 347101, AND GRANT DEED RECORDED JUNE 30, 2004, AS INSTRUMENT NUMBER 0508409, BOTH RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL "E", BEING A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CLINTON KEITH ROAD (55.00 FOOT HALF-WIDTH) AS SHOWN ON AMENDED PARCEL MAP NUMBER 22776, ON FILE IN BOOK 158, PAGES 37 THROUGH 41, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAID RECORDER, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1799.84 FEET AND AN INITIAL RADIAL BEARING OF N 35°13'30" W,

THENCE NORTHEASTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE AND SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 05°52'34", AN ARC DISTANCE OF 178.94 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL "E", BEING THE POINT OF INTERSECTION OF SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND THE SOUTHWESTERLY RIGHT OF-WAY LINE OF OLD OAKS DRIVE (39.00 FOOT HALF-WIDTH), AS SHOWN BY NOTICE OF LOT LINE ADJUSTMENT FOR SAID LOT LINE ADJUSTMENT NUMBER 3959 RECORDED AUGUST 12, 1998 AS INSTRUMENT NUMBER 337999, RECORDS OF SAID RECORDER

THENCE S 74°28'32" E, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 33.84 FEET TO AN ANGLE POINT THEREIN,

THENCE S 27°15'08" E CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2.90 FEET,

THENCE N 77°24'32" W, A DISTANCE OF 33.46 FEET

THENCE S 60°09'04" W, A DISTANCE OF 28.33 FEET,

THENCE S 56°28'04" W, A DISTANCE OF 75.41 FEET

THENCE S 32°47'54" E, A DISTANCE OF 2.00 FEET,

THENCE S 55°10'41" W, A DISTANCE OF 44.36 FEET,

THENCE N 34°15'46" W, A DISTANCE OF 2.00 FEET

THENCE S 55°15'22" W, A DISTANCE OF 29.17 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL "E",

THENCE N 35°13'30" W ALONG A RADIAL LINE, BEING SAID SOUTHWESTERLY LINE OF PARCEL "E", A DISTANCE OF 8.00 FEET TO THE **POINT OF BEGINNING**

CONTAINING 1,343 SQUARE FEET, OR 0.031 ACRES, MORE OR LESS

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCE

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP FILE NUMBER RW 000081 / 1 THROUGH RW 000081 / 8, INCLUSIVE, ON FILE AS MAP NUMBER 205/870 THROUGH 205/877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA

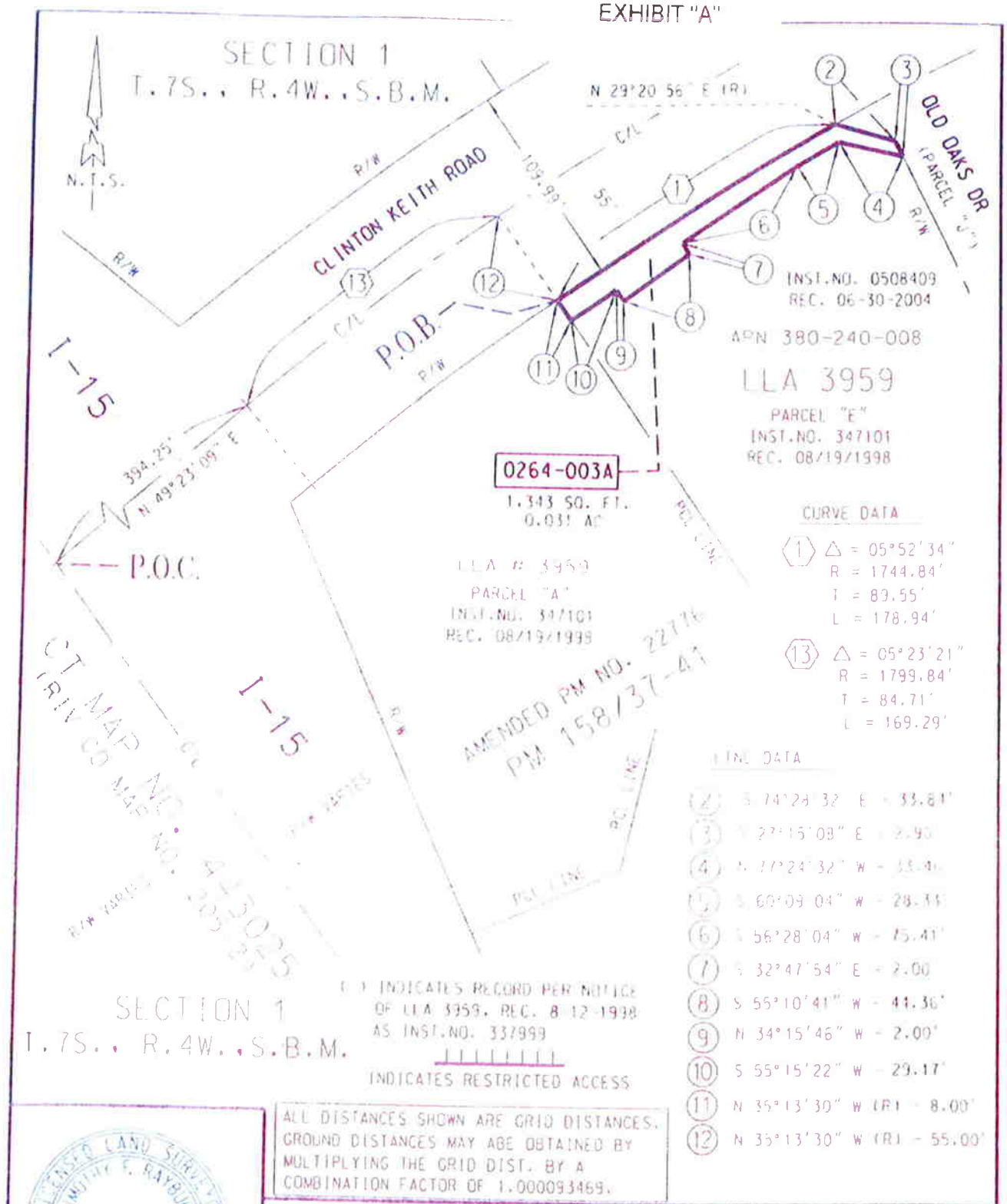
0264-003A

SEE ATTACHED EXHIBIT "B"

APPROVED BY

DATE 12, 2 21

EXHIBIT "A"



CURVE DATA

(1) Δ = 05°52'34"
R = 1744.84'
T = 89.55'
L = 178.94'

(13) Δ = 05°23'21"
R = 1799.84'
T = 84.71'
L = 169.29'

LINE DATA

(2) S 74°28'32" E - 33.81'
(3) S 27°15'08" E - 2.90'
(4) S 77°24'32" W - 33.46'
(5) S 60°09'04" W - 28.33'
(6) S 56°28'04" W - 75.41'
(7) S 32°47'54" E - 2.00'
(8) S 55°10'41" W - 44.36'
(9) N 34°15'46" W - 2.00'
(10) S 55°15'22" W - 29.17'
(11) N 35°13'30" W (R) - 8.00'
(12) N 35°13'30" W (R) - 55.00'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

LICENSED LAND SURVEYOR
TIMOTHY E. RAYBURN
No. 8155
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV	PAR. NO.: 0264-003A
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy E. Rayburn DATE: 12/10/09	SHEET 1 OF 1 SHEET

May 06, 2010

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

ACQ File:09-04-09
Grantor: Choa Murrieta, LLC
APN: 380-240-001

VIA CERTIFIED U.S. MAIL
7008 3230 0000 8948 6765

Choa Murrieta, LLC
960 Canterbury Place # 300
Escondido, CA 92025

HEARING DATE

June 23, 2010

NOTICE OF HEARING IN CONSIDERATION OF THE INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO ADOPT A RESOLUTION OF NECESSITY FOR THE ACQUISITION FOR PUBLIC PURPOSES OF CERTAIN PROPERTY FOR THE I-15/CLINTON KEITH ROAD INTERCHANGE PROJECT

Dear Property Owners:

The law provides procedures for public agencies to acquire private property for public use. It requires that every agency which intends to condemn property notify the owners of its intention to condemn. California Code of Civil Procedure (CCP) Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following three conditions are established:

(A) The public interest and necessity require the project.

(B) The project is planned or located in the manner that will be most compatible with the greatest public good and the 6least public injury.

(C) The property sought to be acquired is necessary for the project.

Also, CCP Section 1245.230 requires that the offer required by Section 7267.2 of the Government Code has been made to the owner of record.

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951 698 1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

You are hereby notified that the City Council of the City of Wildomar ("City") at its meeting on Wednesday June 23, 2010 at 7:00 P.M. in Wildomar, California, will be asked to decide if the above conditions have been met concerning your property, and if so, to adopt a Resolution of Necessity ("Resolution"). Questions regarding the amount of compensation to be paid or the value of the property to be acquired are not part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted.

The City Council's adoption of the Resolution authorizes the City to acquire the property by eminent domain. Within six months of the adoption of the Resolution, the City will prepare and file a complaint in Superior Court commencing the eminent domain proceeding. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in this court proceeding. A description and map of the required property is attached to this Notice and is marked Exhibit A.

The law provides you an opportunity to appear before the City Council and raise questions concerning only the conditions referred to in CCP 1240.030 as cited above. If you file a written request to appear (within 15 days from the mailing of this Notice, you are entitled to appear and object to the adoption of the Resolution.

Your written request to appear should include a statement indicating which of the conditions listed in the first paragraph above you contend have not been met. By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, you will enable the City Council to authorize a full and expeditious review of the project's effect on your property. The City Council will conduct the review on behalf of the City and ask for your participation. Based on this review, the City Council will then prepare a report to be presented to the City at the meeting at which you intend to appear.

Your written request to appear must actually be *on file* with the City within the 15-day period set forth above. Failure to file a written request to appear will result in a waiver of your right to appear and be heard.

All requests to appear must be sent for filing to: City Council, City of Wildomar, 23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595. If you request an appearance, you will be notified of the meeting date, time and location at a later date.

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City Council within the 15-day period will become part of the official record of the meeting at which the City Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you mail your correspondence Certified Mail, Return Receipt Requested to confirm that your response was received within the 15-day period.

If you have any questions, please call John F. Almazán at telephone number (916) 781-6600.

Sincerely,

John F. Almazán
Senior Real Estate Agent

Attachment

CC: Steve Kwak

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

EXHIBIT "A"
LEGAL DESCRIPTION

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A FREEWAY AND THE GRANTOR HEREBY RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS APPURTANENT TO THE GRANTOR'S REMAINING PROPERTY, IN AND TO SAID FREEWAY OVER AND ACROSS THE FOLLOWING DESCRIBED LINE

ACCESS RESTRICTION ALONG A PORTION OF THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED JANUARY 18, 2008 AS INSTRUMENT NUMBER 029678, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING THE SOUTHEASTERLY LINE OF THE CERTAIN PARCEL OF LAND AS DESCRIBED BY QUITCLAIM DEED RECORDED , 2010 AS INSTRUMENT NUMBER OF SAID OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID SECTION 1, ALSO BEING THE CENTERLINE OF CATT ROAD (60 00 FEET WIDE), AS ADOPTED MARCH 4, 1903 PURSUANT TO ROAD RECORD 1-217 ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, CALIFORNIA, AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15, AS SHOWN ON CALTRANS MAP NUMBER 443025, ALSO SHOWN ON RIVERSIDE COUNTY MAP NUMBER 205, PAGE 002, ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR,

THENCE S 36°52'10" E ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 37 94 FEET TO AN ANGLE POINT THEREIN,

THENCE S 52°26'56" E, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 74 97 FEET TO THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY SAID GRANT DEED, BEING THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY SAID QUITCLAIM DEED, ALSO BEING THE **TRUE POINT OF BEGINNING** OF SAID ACCESS RESTRICTION

THENCE N 37°26'17" E ALONG THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SAID GRANT DEED, BEING THE SOUTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SAID QUITCLAIM DEED, A DISTANCE OF 29 26 FEET TO THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SAID QUITCLAIM DEED BEING THE **POINT OF TERMINATION** OF THE ACCESS RESTRICTION

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6 MULTIPLY DISTANCES SHOWN BY 1 000093469 TO OBTAIN GROUND DISTANCE

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000081 / 1 THROUGH 8, INCLUSIVE, ON FILE AS MAP NUMBER 205/870 THROUGH 877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA

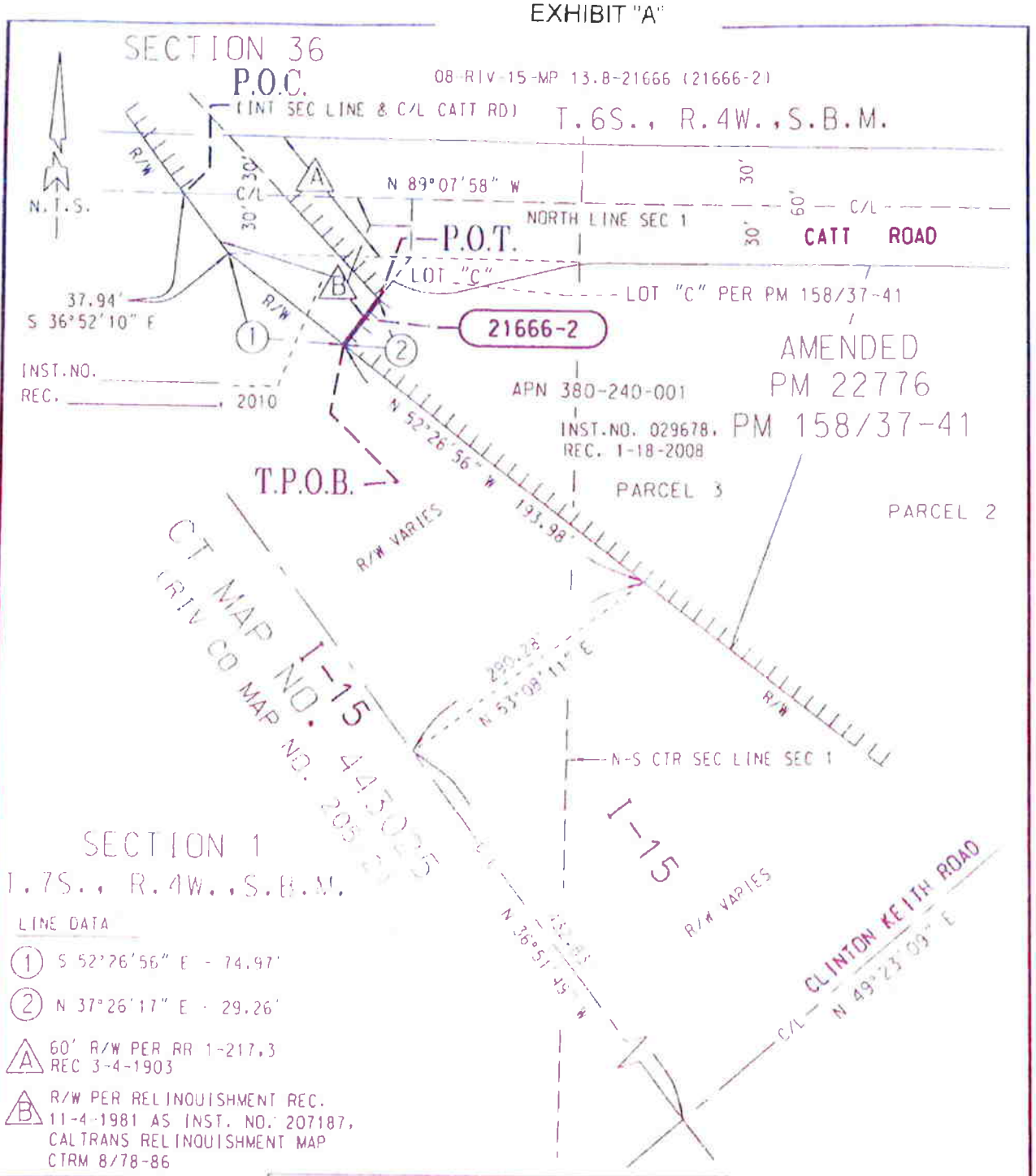
08-RIV-15-MP 13 9-21666 (21666-2)

SEE ATTACHED EXHIBIT "B"

APPROVED BY

DATE

EXHIBIT "A"



LINE DATA

(1) S 52°26'56" E - 74.97'

(2) N 37°26'17" E - 29.26'

(A) 60' R/W PER RR 1-217,3 REC 3-4-1903

(B) R/W PER RELINQUISHMENT REC. 11-4-1981 AS INST. NO. 207187, CALTRANS RELINQUISHMENT MAP CTRM 8/78-86

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 21666-2
PROJECT: I-15 / CLINTON KEITH ROAD	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F. Rayburn DATE: 12/10/09	SHEET 1 OF 1 SHEET

May 06, 2010

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

ACQ File:09-04-06
Grantor: Pavelec/Fisher
APN: 380-240-007

VIA CERTIFIED U.S. MAIL
7008 3230 0000 8948 6833

KA Management, Inc.
5820 Oberlin Drive
Suite 201
San Diego, CA 92121

HEARING DATE

June 23, 2010

NOTICE OF HEARING IN CONSIDERATION OF THE INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO ADOPT A RESOLUTION OF NECESSITY FOR THE ACQUISITION FOR PUBLIC PURPOSES OF CERTAIN PROPERTY FOR THE I-15/CLINTON KEITH ROAD INTERCHANGE PROJECT

Dear Property Business Owner:

The law provides procedures for public agencies to acquire private property for public use. It requires that every agency which intends to condemn property notify the owners of its intention to condemn. California Code of Civil Procedure (CCP) Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following three conditions are established:

(A) The public interest and necessity require the project.

(B) The project is planned or located in the manner that will be most compatible with the greatest public good and the 6least public injury.

(C) The property sought to be acquired is necessary for the project.

Also, CCP Section 1245.230 requires that the offer required by Section 7267.2 of the Government Code has been made to the owner of record.

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698 1463 FAX
www cityofwildomar org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

You are hereby notified that the City Council of the City of Wildomar ("City") at its meeting on Wednesday June 23, 2010 at 7:00 P.M. in Wildomar, California, will be asked to decide if the above conditions have been met concerning your property, and if so, to adopt a Resolution of Necessity ("Resolution"). Questions regarding the amount of compensation to be paid or the value of the property to be acquired are not part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted.

The City Council's adoption of the Resolution authorizes the City to acquire the property by eminent domain. Within six months of the adoption of the Resolution, the City will prepare and file a complaint in Superior Court commencing the eminent domain proceeding. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in this court proceeding. A description and map of the required property is attached to this Notice and is marked Exhibit A.

The law provides you an opportunity to appear before the City Council and raise questions concerning only the conditions referred to in CCP 1240.030 as cited above. If you file a written request to appear (within 15 days from the mailing of this Notice, you are entitled to appear and object to the adoption of the Resolution.

Your written request to appear should include a statement indicating which of the conditions listed in the first paragraph above you contend have not been met. By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, you will enable the City Council to authorize a full and expeditious review of the project's effect on your property. The City Council will conduct the review on behalf of the City and ask for your participation. Based on this review, the City Council will then prepare a report to be presented to the City at the meeting at which you intend to appear.

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All requests to appear must be sent for filing to: City Council, City of Wildomar, 23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595. If you request an appearance, you will be notified of the meeting date, time and location at a later date.

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
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SHERYL ADE

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City Council within the 15-day period will become part of the official record of the meeting at which the City Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you mail your correspondence Certified Mail, Return Receipt Requested to confirm that your response was received within the 15-day period.

If you have any questions, please call John F. Almazán at telephone number (916) 781-6600.

Sincerely,

John F. Almazán
Senior Real Estate Agent

Attachment

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EXHIBIT "A"
LEGAL DESCRIPTION

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BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL "A", SAID CORNER BEING THE INTERSECTION POINT OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15 (VARIABLE HALF-WIDTH) AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CLINTON KEITH ROAD (55.00 FOOT HALF-WIDTH) AS SHOWN ON AMENDED PARCEL MAP NUMBER 22776, ON FILE IN BOOK 158, PAGES 37 THROUGH 41, INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID RECORDER;

THENCE N 49°23'09" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF CLINTON KEITH ROAD, A DISTANCE OF 14 83 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1744 83 FEET;

THENCE NORTHEASTERLY, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 04°49'25", AN ARC DISTANCE OF 146 89 FEET;

THENCE S 35°47'26" E ALONG A RADIAL LINE, A DISTANCE OF 8 00 FEET,

THENCE S 51°27'21" W, A DISTANCE OF 85 85 FEET,

THENCE S 50°17 15" W, A DISTANCE OF 66 74 FEET;

THENCE S 22°37'28" W, A DISTANCE OF 14 88 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15;

THENCE N 24°08'53" W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 17 41 FEET TO THE **POINT OF BEGINNING**

CONTAINING 1,625 SQUARE FEET, OR 0 037 ACRES, MORE OR LESS

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A STATE HIGHWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY IN AND TO SAID STATE HIGHWAY.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6 MULTIPLY DISTANCES SHOWN BY 1 000093469 TO OBTAIN GROUND DISTANCE

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000081 / 1 THROUGH
RW 000081 / 8, INCLUSIVE, ON FILE AS MAP NUMBER 205/870 THROUGH 205/877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA

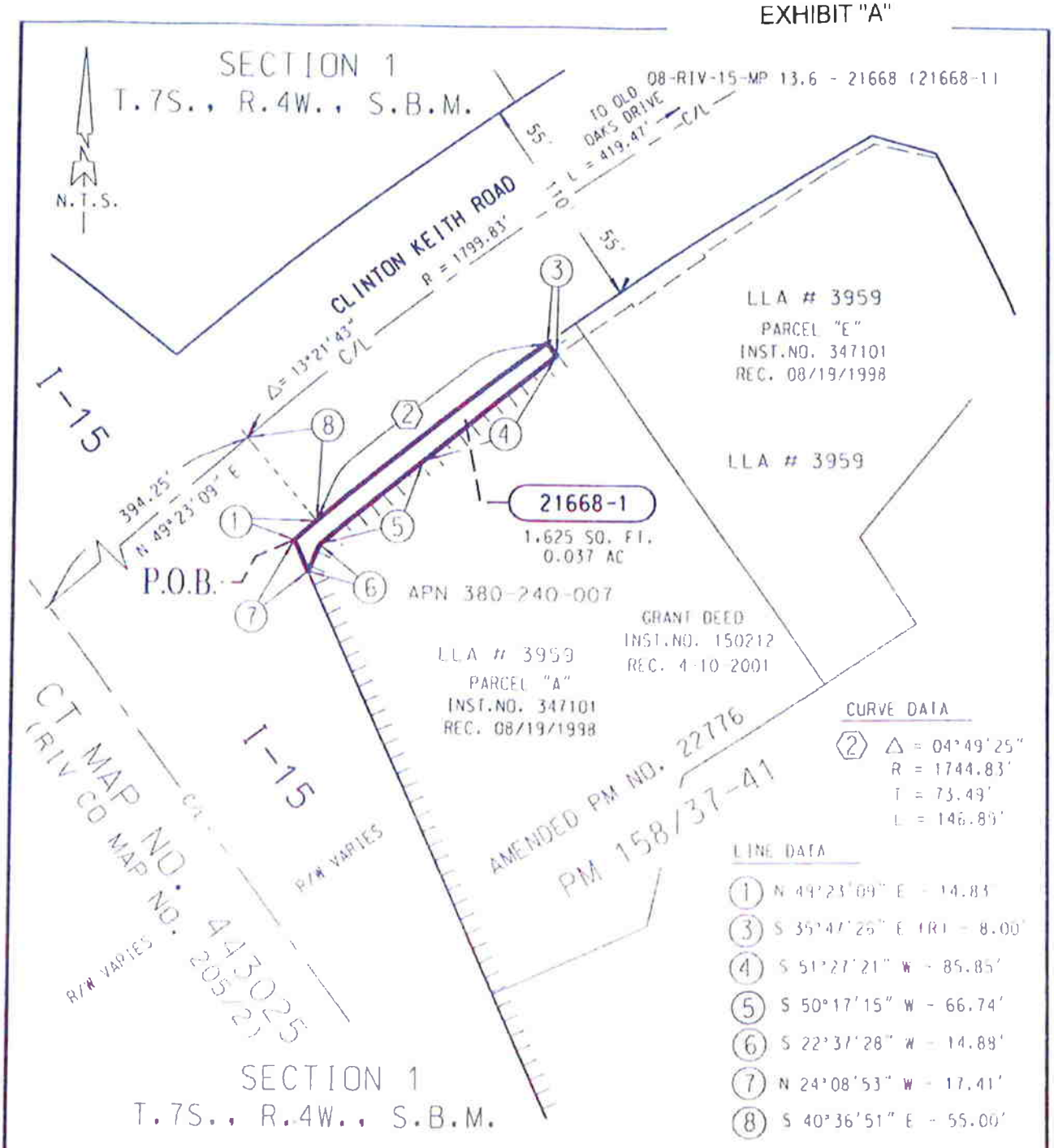
08-RIV-15-MP 13 6-21668 (21668-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____

DATE: _____

EXHIBIT "A"



CURVE DATA

(2) Δ = 04°49'25"
R = 1744.83'
T = 73.49'
L = 146.89'

LINE DATA

(1) N 49°23'09" E - 14.83'
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(4) S 51°27'21" W - 85.85'
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(6) S 22°37'28" W - 14.89'
(7) N 24°08'53" W - 17.41'
(8) S 40°36'51" E - 55.00'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

INDICATES RESTRICTED ACCESS

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 21668-1
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: [signature] DATE: 12/10/09	SHEET 1 OF 1 SHEET

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NUMBER 3959, AS DESCRIBED IN GRANT DEED RECORDED AUGUST 19, 1998, AS INSTRUMENT NUMBER 347101, AND GRANT DEED RECORDED APRIL 10, 2001, AS INSTRUMENT NUMBER 150212, BOTH RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

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THENCE NORTHEASTERLY, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 04°49'25", AN ARC DISTANCE OF 146.89 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 00°33'56", AN ARC DISTANCE OF 17.22 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL "A;

THENCE S 35°13'30" E ALONG A RADIAL LINE, BEING THE NORTHEASTERLY LINE OF SAID PARCEL "A", A DISTANCE OF 8.00 FEET;

THENCE S 54°29'32" W, A DISTANCE OF 17.14 FEET;

THENCE N 35°47'26" W, A DISTANCE OF 8.00 FEET TO THE **TRUE POINT OF BEGINNING**

CONTAINING: 138 SQUARE FEET, OR 0.003 ACRES, MORE OR LESS

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCES.

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000081 / 1 THROUGH RW 000081 / 8, INCLUSIVE, ON FILE AS MAP NUMBER 205/870 THROUGH 205/877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

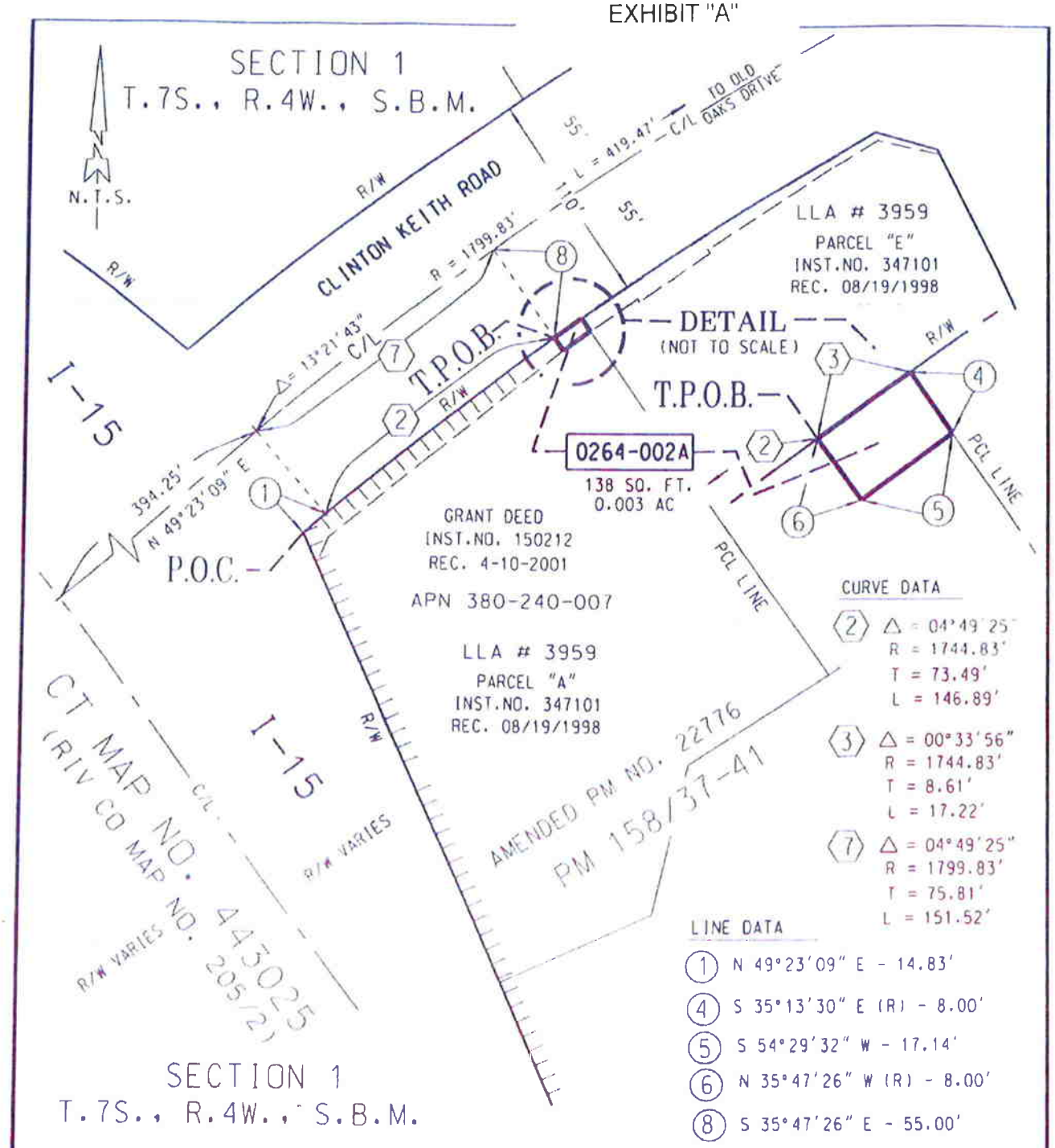
0264-002A

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____

DATE: _____

EXHIBIT "A"



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T = 73.49'
L = 146.89'

(3) Δ = 00°33'56"
R = 1744.83'
T = 8.61'
L = 17.22'

(7) Δ = 04°49'25"
R = 1799.83'
T = 75.81'
L = 151.52'

LINE DATA

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INDICATES RESTRICTED ACCESS

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0264-002A
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: [illegible] DATE: 12/[illegible]/09	SHEET 1 OF 1 SHEET

May 06, 2010

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

ACQ File: 09-04-06
Grantor: Pavelec/Fisher
APN: 380-240-007

VIA CERTIFIED U.S. MAIL
7008 3230 0000 8948 6826

KA Keith, LLC
5820 Oberlin Drive
Suite 201
San Diego, CA 92121

HEARING DATE

June 23, 2010

NOTICE OF HEARING IN CONSIDERATION OF THE INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO ADOPT A RESOLUTION OF NECESSITY FOR THE ACQUISITION FOR PUBLIC PURPOSES OF CERTAIN PROPERTY FOR THE I-15/CLINTON KEITH ROAD INTERCHANGE PROJECT

Dear Property Business Owner:

The law provides procedures for public agencies to acquire private property for public use. It requires that every agency which intends to condemn property notify the owners of its intention to condemn. California Code of Civil Procedure (CCP) Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following three conditions are established:

(A) The public interest and necessity require the project.

(B) The project is planned or located in the manner that will be most compatible with the greatest public good and the 6least public injury.

(C) The property sought to be acquired is necessary for the project.

Also, CCP Section 1245.230 requires that the offer required by Section 7267.2 of the Government Code has been made to the owner of record.

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

You are hereby notified that the City Council of the City of Wildomar ("City") at its meeting on Wednesday June 23, 2010 at 7:00 P.M. in Wildomar, California, will be asked to decide if the above conditions have been met concerning your property, and if so, to adopt a Resolution of Necessity ("Resolution"). Questions regarding the amount of compensation to be paid or the value of the property to be acquired are not part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted.

The City Council's adoption of the Resolution authorizes the City to acquire the property by eminent domain. Within six months of the adoption of the Resolution, the City will prepare and file a complaint in Superior Court commencing the eminent domain proceeding. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in this court proceeding. A description and map of the required property is attached to this Notice and is marked Exhibit A.

The law provides you an opportunity to appear before the City Council and raise questions concerning only the conditions referred to in CCP 1240.030 as cited above. If you file a written request to appear (within 15 days from the mailing of this Notice, you are entitled to appear and object to the adoption of the Resolution.

Your written request to appear should include a statement indicating which of the conditions listed in the first paragraph above you contend have not been met. By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, you will enable the City Council to authorize a full and expeditious review of the project's effect on your property. The City Council will conduct the review on behalf of the City and ask for your participation. Based on this review, the City Council will then prepare a report to be presented to the City at the meeting at which you intend to appear.

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If you have any questions, please call John F. Almazán at telephone number (916) 781-6600.

Sincerely,

John F. Almazán
Senior Real Estate Agent

Attachment

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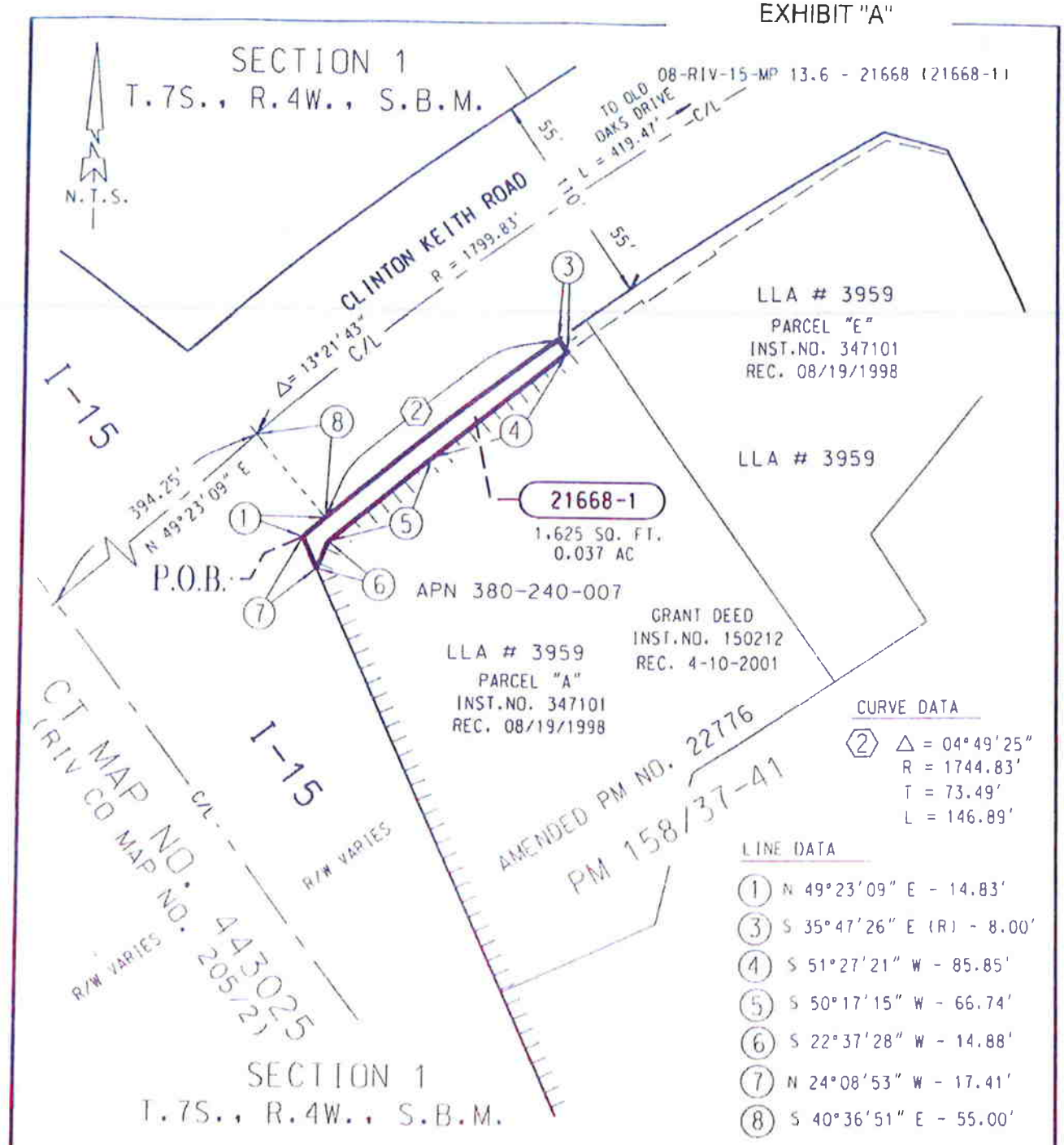
08-RIV-15-MP 13.6-21668 (21668-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____

DATE _____

EXHIBIT "A"



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LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

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INDICATES RESTRICTED ACCESS

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 21668-1
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: [signature] DATE: 12/10/09	SHEET 1 OF 1 SHEET

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0264-002A

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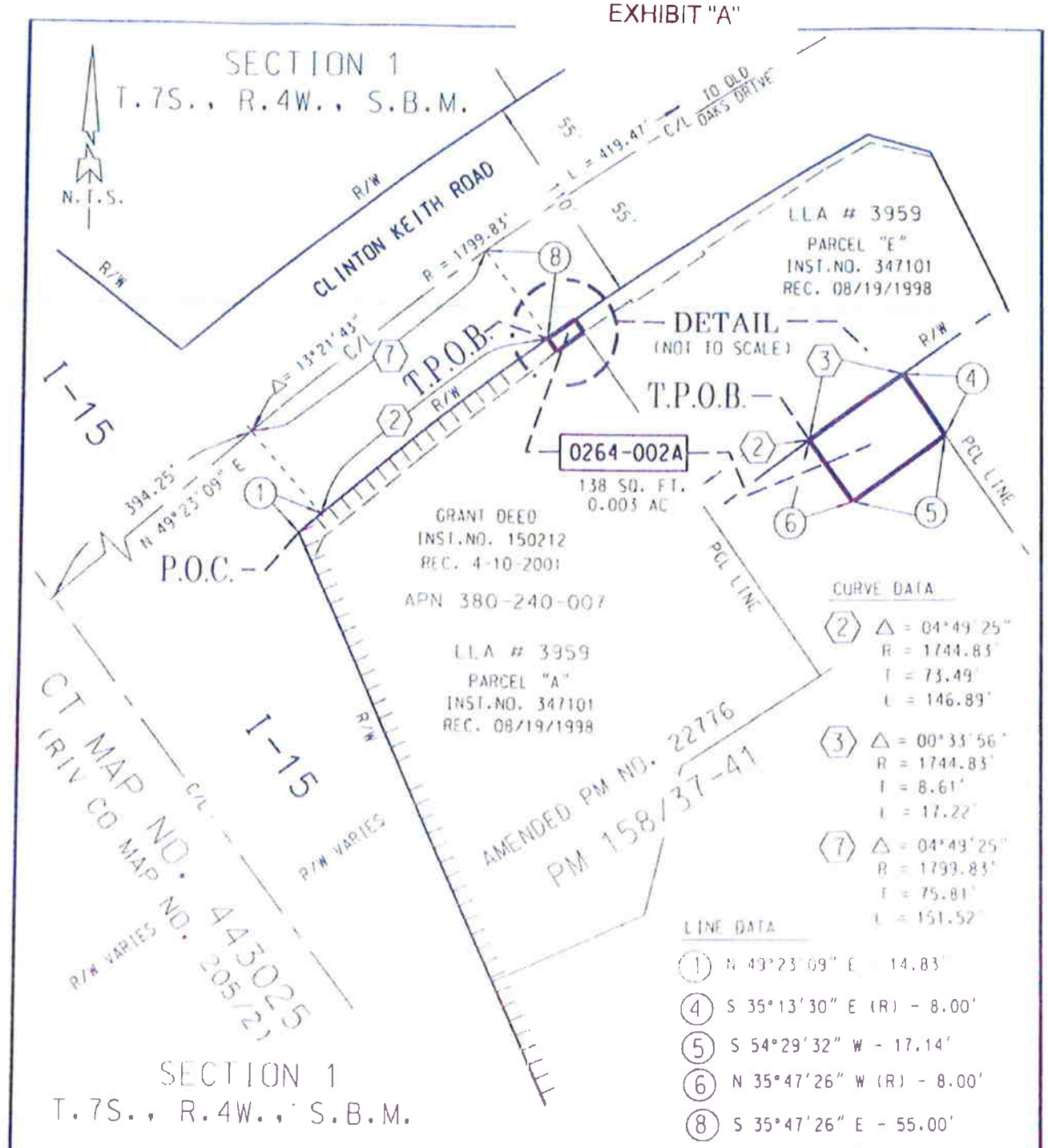
APPROVED BY _____

DATE: 12/2/99

EXHIBIT "A"



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Exp. 12-31-10
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CITY COUNCIL MEMBERS

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BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

ACQ File:09-04-04
Grantor: Kim/Kwak
APN: 380-240-054

VIA CERTIFIED U.S. MAIL
7008 3230 0000 8948 6758

Jose Kim & Seongmee Kim
Kwansoo Kwak & Misung Kwak
16232 Lomacitas Lane
Whittier, CA 90603-1032

HEARING DATE

June 23, 2010

NOTICE OF HEARING IN CONSIDERATION OF THE INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO ADOPT A RESOLUTION OF NECESSITY FOR THE ACQUISITION FOR PUBLIC PURPOSES OF CERTAIN PROPERTY FOR THE I-15/CLINTON KEITH ROAD INTERCHANGE PROJECT

Dear Property Owners:

The law provides procedures for public agencies to acquire private property for public use. It requires that every agency which intends to condemn property notify the owners of its intention to condemn. California Code of Civil Procedure (CCP) Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following three conditions are established:

(A) The public interest and necessity require the project.

(B) The project is planned or located in the manner that will be most compatible with the greatest public good and the 6least public injury.

(C) The property sought to be acquired is necessary for the project.

Also, CCP Section 1245.230 requires that the offer required by Section 7267.2 of the Government Code has been made to the owner of record.

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951 698.1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

You are hereby notified that the City Council of the City of Wildomar ("City") at its meeting on Wednesday June 23, 2010 at 7:00 P.M. in Wildomar, California, will be asked to decide if the above conditions have been met concerning your property, and if so, to adopt a Resolution of Necessity ("Resolution"). Questions regarding the amount of compensation to be paid or the value of the property to be acquired are not part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted.

The City Council's adoption of the Resolution authorizes the City to acquire the property by eminent domain. Within six months of the adoption of the Resolution, the City will prepare and file a complaint in Superior Court commencing the eminent domain proceeding. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in this court proceeding. A description and map of the required property is attached to this Notice and is marked Exhibit A.

The law provides you an opportunity to appear before the City Council and raise questions concerning only the conditions referred to in CCP 1240.030 as cited above. If you file a written request to appear (within 15 days from the mailing of this Notice, you are entitled to appear and object to the adoption of the Resolution.

Your written request to appear should include a statement indicating which of the conditions listed in the first paragraph above you contend have not been met. By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, you will enable the City Council to authorize a full and expeditious review of the project's effect on your property. The City Council will conduct the review on behalf of the City and ask for your participation. Based on this review, the City Council will then prepare a report to be presented to the City at the meeting at which you intend to appear.

Your written request to appear must actually be *on file* with the City within the 15-day period set forth above. Failure to file a written request to appear will result in a waiver of your right to appear and be heard.

All requests to appear must be sent for filing to: City Council, City of Wildomar, 23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595. If you request an appearance, you will be notified of the meeting date, time and location at a later date.

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951 677 7751 PHONE | 951.698 1463 FAX
www cityofwildomar org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City Council within the 15-day period will become part of the official record of the meeting at which the City Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you mail your correspondence Certified Mail, Return Receipt Requested to confirm that your response was received within the 15-day period.

If you have any questions, please call John F. Almazán at telephone number (916) 781-6600.

Sincerely,

John F. Almazán
Senior Real Estate Agent

Attachment

CC: Steve Kwak

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 1 AS SHOWN ON AMENDED PARCEL MAP NUMBER 22776 ON FILE IN BOOK 158, PAGES 37 THROUGH 41, INCLUSIVE OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CLINTON KEITH ROAD (55.00 FOOT HALF-WIDTH) AND THE CENTERLINE OF INTERSTATE 15 AS SHOWN ON CALTRANS MAP NUMBER 443025, ALSO SHOWN ON RIVERSIDE COUNTY MAP NUMBER 205, PAGE 002, ON FILE IN THE OFFICE OF COUNTY SURVEYOR, RIVERSIDE COUNTY, CALIFORNIA;

THENCE N 49°23'09" E, ALONG SAID CENTERLINE OF CLINTON KEITH ROAD, A DISTANCE OF 394.25 FEET;

THENCE N 40°36'51" W, A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CLINTON KEITH ROAD, SAID POINT BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1854.83 FEET;

THENCE S 49°23'09" W, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1.29 FEET TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 15;

THENCE N 52°26'56" W, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 56.63 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 1, BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING N 52°26'56" W, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15, ALSO BEING THE SOUTHWESTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 25.11 FEET;

THENCE N 58°46'26" E, A DISTANCE OF 186.62 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 1,

THENCE S 17°33'57" E ALONG SAID EASTERLY LINE A DISTANCE OF 33.45 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 1,

THENCE S 61°50'35" W ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 1 A DISTANCE OF 169.87 FEET TO THE **TRUE POINT OF BEGINNING**

CONTAINING 4,977 SQUARE FEET, OR 0.114 ACRES, MORE OR LESS

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A STATE HIGHWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY IN AND TO SAID STATE HIGHWAY

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCES.

08-RIV-15-MP 13.6-21667 (21667-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY _____

DATE: _____

LICENSED LAND SURVEYOR
TIMOTHY L. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

EXHIBIT "A"

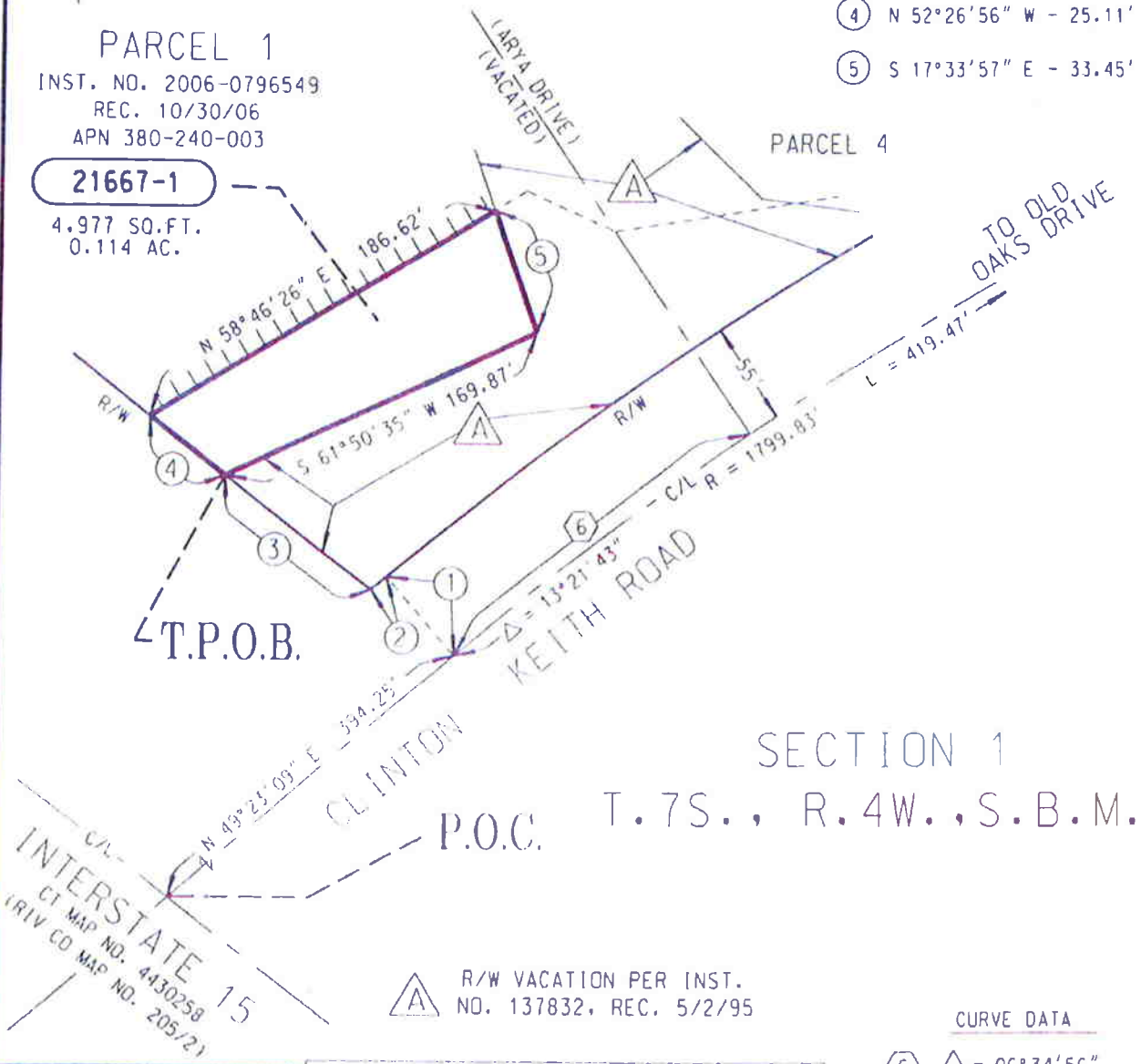
08-RIV-15-MP 13.6-21667 (21667-1)

N.T.S.

AMENDED PM 22776
PM 158/37-41

LINE DATA

1. N 40°36'51" W - 55.00'
2. S 49°23'09" W - 1.29'
3. N 52°26'56" W - 56.63'
4. N 52°26'56" W - 25.11'
5. S 17°33'57" E - 33.45'



SECTION 1
T.7S., R.4W., S.B.M.

A R/W VACATION PER INST. NO. 137832, REC. 5/2/95

CURVE DATA

6. Δ = 06°34'56"
R = 1799.83'
L = 206.77'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

LICENSED LAND SURVEYOR
TIMOTHY E. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: I-15 / CLINTON KEITH ROAD

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: [signature] DATE: 12/10/09

PAR. NO.:	21667-1
PREPARED BY:	AM
SCALE:	N.T.S.
DATE:	DECEMBER, 2009
W.O. NO.:	A2-0264
SHEET 1 OF 1	

May 06, 2010

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

ACQ File: 09-04-08
Grantor: Plott
APN: 376-410-022, 013, 023

VIA CERTIFIED U.S. MAIL
7008 3230 0000 8948 6772

Elizabeth R. Plott
5455 Wilshire Boulevard
Suite 1925
Los Angeles, CA 90036-4241

HEARING DATE

June 23, 2010

NOTICE OF HEARING IN CONSIDERATION OF THE INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO ADOPT A RESOLUTION OF NECESSITY FOR THE ACQUISITION FOR PUBLIC PURPOSES OF CERTAIN PROPERTY FOR THE I-15/CLINTON KEITH ROAD INTERCHANGE PROJECT

Dear Property Owner:

The law provides procedures for public agencies to acquire private property for public use. It requires that every agency which intends to condemn property notify the owners of its intention to condemn. California Code of Civil Procedure (CCP) Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following three conditions are established:

(A) The public interest and necessity require the project.

(B) The project is planned or located in the manner that will be most compatible with the greatest public good and the 6least public injury.

(C) The property sought to be acquired is necessary for the project.

Also, CCP Section 1245.230 requires that the offer required by Section 7267.2 of the Government Code has been made to the owner of record.

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

You are hereby notified that the City Council of the City of Wildomar ("City") at its meeting on Wednesday June 23, 2010 at 7:00 P.M. in Wildomar, California, will be asked to decide if the above conditions have been met concerning your property, and if so, to adopt a Resolution of Necessity ("Resolution"). Questions regarding the amount of compensation to be paid or the value of the property to be acquired are not part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted.

The City Council's adoption of the Resolution authorizes the City to acquire the property by eminent domain. Within six months of the adoption of the Resolution, the City will prepare and file a complaint in Superior Court commencing the eminent domain proceeding. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in this court proceeding. A description and map of the required property is attached to this Notice and is marked Exhibit A.

The law provides you an opportunity to appear before the City Council and raise questions concerning only the conditions referred to in CCP 1240.030 as cited above. If you file a written request to appear (within 15 days from the mailing of this Notice, you are entitled to appear and object to the adoption of the Resolution.

Your written request to appear should include a statement indicating which of the conditions listed in the first paragraph above you contend have not been met. By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, you will enable the City Council to authorize a full and expeditious review of the project's effect on your property. The City Council will conduct the review on behalf of the City and ask for your participation. Based on this review, the City Council will then prepare a report to be presented to the City at the meeting at which you intend to appear.

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23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City Council within the 15-day period will become part of the official record of the meeting at which the City Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you mail your correspondence Certified Mail, Return Receipt Requested to confirm that your response was received within the 15-day period.

If you have any questions, please call John F. Almazán at telephone number (916) 781-6600.

Sincerely,

John F. Almazán
Senior Real Estate Agent

Attachment

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698 1463 FAX
www.cityofwildomar.org

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN GRANT DEED RECORDED OCTOBER 2, 1997 AS INSTRUMENT NUMBER 359222, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF CATT ROAD (60 FOOT WIDTH), AN EASEMENT AS ADOPTED MARCH 4, 1903, PURSUANT TO ROAD RECORD 1-217, ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTHERLY ONE-HALF OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15 (VARIABLE WIDTH) AND THE SOUTH LINE OF SAID SECTION 36, SAID SOUTH LINE BEING THE CENTERLINE OF SAID CATT ROAD, AS SHOWN ON CALTRANS MAP NUMBER 443025, ALSO SHOWN ON RIVERSIDE COUNTY MAP NUMBER 205, PAGE 002, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR, RIVERSIDE COUNTY, CALIFORNIA;

THENCE N 36°52'10" W, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 37.94 FEET TO AN ANGLE POINT THEREIN;

THENCE N 66°15'00" W, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 101 92 FEET TO AN ANGLE POINT THEREIN;

THENCE N 36°51'49" W, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 140 97 FEET;

THENCE S 52°25'35" E, A DISTANCE OF 252 84 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF CATT ROAD;

THENCE S 50°25'41" E, A DISTANCE OF 47 98' TO A POINT ON SAID SOUTH LINE OF SECTION 36 AND SAID CENTERLINE OF CATT ROAD;

THENCE N 89°07'58" W ALONG SAID SOUTH LINE AND CENTERLINE, A DISTANCE OF 36 76 FEET TO THE **POINT OF BEGINNING**

CONTAINING 6,118 SQUARE FEET, OR 0 140 ACRES, MORE OR LESS

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A STATE HIGHWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY IN AND TO SAID STATE HIGHWAY

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6 MULTIPLY DISTANCES SHOWN BY 1 000093469 TO OBTAIN GROUND DISTANCE

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000081, PAGES 1 THROUGH 8, INCLUSIVE, ON FILE AS MAP NUMBER 205, PAGES 870 THROUGH 877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA

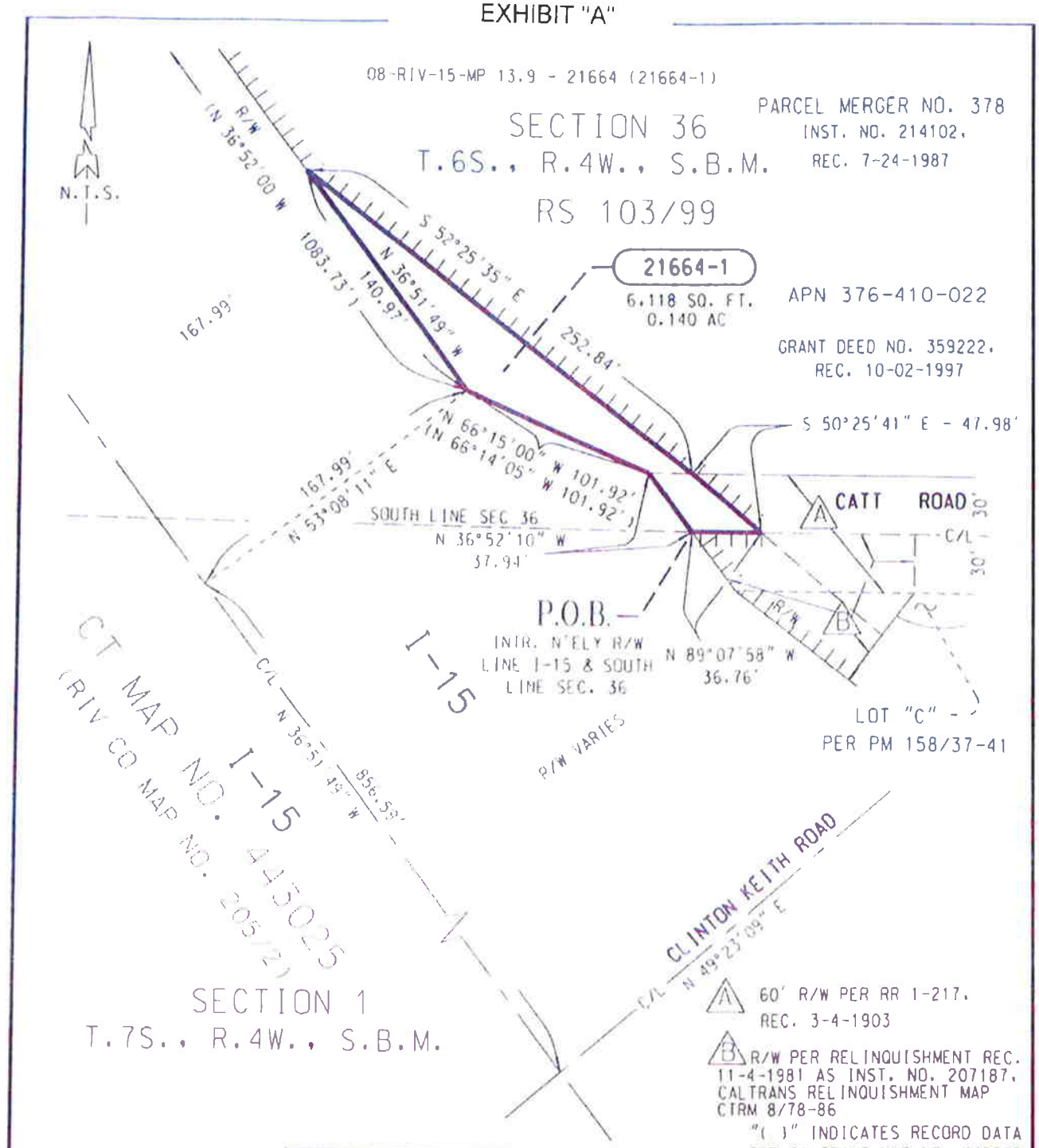
08-RIV-15-MP 13.9-21664 (21664-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY _____

DATE: _____

EXHIBIT "A"



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

LICENSED LAND SURVEYOR
TIMOTHY E. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 21664-1
PROJECT: I-15 / CLINTON KEITH ROAD	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: [signature] DATE: 12/3/09	SHEET 1 OF 1 SHEET

May 06, 2010

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

ACQ File:09-04-06
Grantor: Pavelec/Fisher
APN: 380-240-007

VIA CERTIFIED U.S. MAIL
7008 3230 0000 8948 6819

Richard S. Pavelec and Cissy Fisher
2106 Hartford Street
San Diego, CA 92110-2340

HEARING DATE

June 23, 2010

NOTICE OF HEARING IN CONSIDERATION OF THE INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO ADOPT A RESOLUTION OF NECESSITY FOR THE ACQUISITION FOR PUBLIC PURPOSES OF CERTAIN PROPERTY FOR THE I-15/CLINTON KEITH ROAD INTERCHANGE PROJECT

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The law provides procedures for public agencies to acquire private property for public use. It requires that every agency which intends to condemn property notify the owners of its intention to condemn. California Code of Civil Procedure (CCP) Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following three conditions are established:

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Also, CCP Section 1245.230 requires that the offer required by Section 7267.2 of the Government Code has been made to the owner of record.

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951 677.7751 PHONE | 951.698 1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

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23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

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If you have any questions, please call John F. Almazán at telephone number (916) 781-6600.

Sincerely,

John F. Almazán
Senior Real Estate Agent

Attachment

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698.1463 FAX
www.cityofwildomar.org

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NUMBER 3959, AS DESCRIBED IN GRANT DEED RECORDED AUGUST 19, 1998, AS INSTRUMENT NUMBER 347101, AND GRANT DEED RECORDED APRIL 10, 2001, AS INSTRUMENT NUMBER 150212, BOTH RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL "A", SAID CORNER BEING THE INTERSECTION POINT OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15 (VARIABLE HALF-WIDTH) AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CLINTON KEITH ROAD (55.00 FOOT HALF-WIDTH) AS SHOWN ON AMENDED PARCEL MAP NUMBER 22776, ON FILE IN BOOK 158, PAGES 37 THROUGH 41, INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID RECORDER;

THENCE N 49°23'09" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF CLINTON KEITH ROAD, A DISTANCE OF 14.83 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1744.83 FEET;

THENCE NORTHEASTERLY, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 04°49'25", AN ARC DISTANCE OF 146.89 FEET;

THENCE S 35°47'26" E ALONG A RADIAL LINE, A DISTANCE OF 8.00 FEET;

THENCE S 51°27'21" W, A DISTANCE OF 85.85 FEET;

THENCE S 50°17'15" W, A DISTANCE OF 66.74 FEET;

THENCE S 22°37'28" W, A DISTANCE OF 14.88 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15;

THENCE N 24°08'53" W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 17.41 FEET TO THE **POINT OF BEGINNING**

CONTAINING: 1,625 SQUARE FEET, OR 0.037 ACRES, MORE OR LESS

THIS CONVEYANCE IS MADE FOR THE PURPOSE OF A STATE HIGHWAY AND THE GRANTOR HEREBY RELEASES AND RELINQUISHES TO THE GRANTEE ANY AND ALL ABUTTER'S RIGHTS INCLUDING ACCESS RIGHTS, APPURTENANT TO GRANTOR'S REMAINING PROPERTY IN AND TO SAID STATE HIGHWAY

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCE

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000081 / 1 THROUGH
RW 000081 / 8, INCLUSIVE, ON FILE AS MAP NUMBER 205/870 THROUGH 205/877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

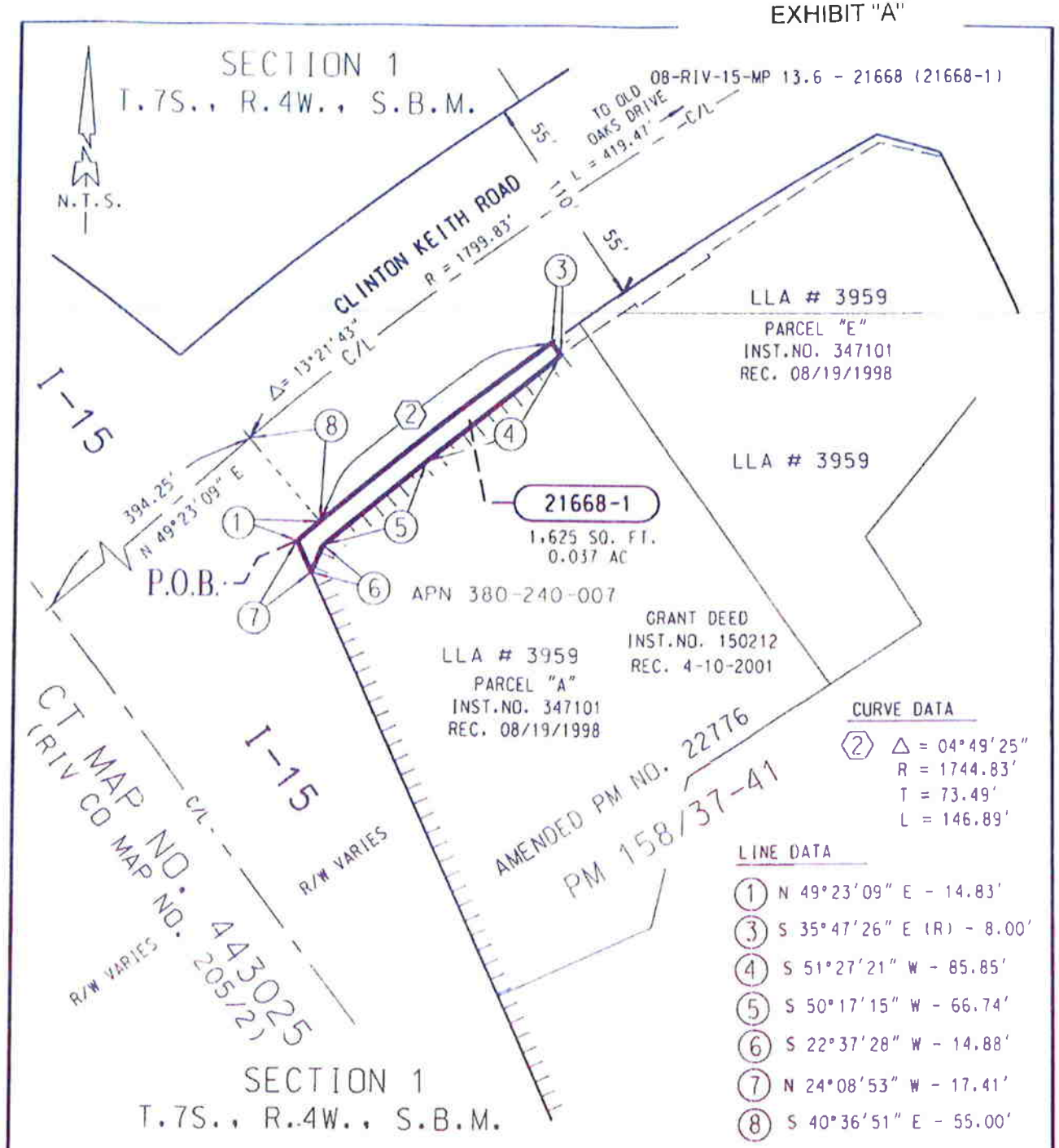
08-RIV-15-MP 13.6-21668 (21668-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____

DATE: 12/10/09

EXHIBIT "A"



CURVE DATA

(2) Δ = 04°49'25"
R = 1744.83'
T = 73.49'
L = 146.89'

LINE DATA

(1) N 49°23'09" E - 14.83'
(3) S 35°47'26" E (R) - 8.00'
(4) S 51°27'21" W - 85.85'
(5) S 50°17'15" W - 66.74'
(6) S 22°37'28" W - 14.88'
(7) N 24°08'53" W - 17.41'
(8) S 40°36'51" E - 55.00'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

INDICATES RESTRICTED ACCESS

LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 21668-1
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: DDD
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: Timothy F. Rayburn DATE: 12/10/09	SHEET 1 OF 1 SHEET

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT NUMBER 3959, AS DESCRIBED IN GRANT DEED RECORDED AUGUST 19, 1998, AS INSTRUMENT NUMBER 347101, AND GRANT DEED RECORDED APRIL 10, 2001, AS INSTRUMENT NUMBER 150212, BOTH RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID PARCEL "A", SAID CORNER BEING THE INTERSECTION POINT OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15 (VARIABLE HALF-WIDTH) AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CLINTON KEITH ROAD (55.00 FOOT HALF-WIDTH) AS SHOWN ON AMENDED PARCEL MAP NUMBER 22776, ON FILE IN BOOK 158, PAGES 37 THROUGH 41, INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID RECORDER;

THENCE N 49°23'09" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 14.83 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1744.83 FEET;

THENCE NORTHEASTERLY, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 04°49'25", AN ARC DISTANCE OF 146.89 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 00°33'56", AN ARC DISTANCE OF 17.22 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL "A;

THENCE S 35°13'30" E ALONG A RADIAL LINE, BEING THE NORTHEASTERLY LINE OF SAID PARCEL "A", A DISTANCE OF 8.00 FEET;

THENCE S 54°29'32" W, A DISTANCE OF 17.14 FEET;

THENCE N 35°47'26" W, A DISTANCE OF 8.00 FEET TO THE **TRUE POINT OF BEGINNING**

CONTAINING: 138 SQUARE FEET, OR 0.003 ACRES, MORE OR LESS

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000093469 TO OBTAIN GROUND DISTANCES

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000081 / 1 THROUGH RW 000081 / 8, INCLUSIVE, ON FILE AS MAP NUMBER 205/870 THROUGH 205/877, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA

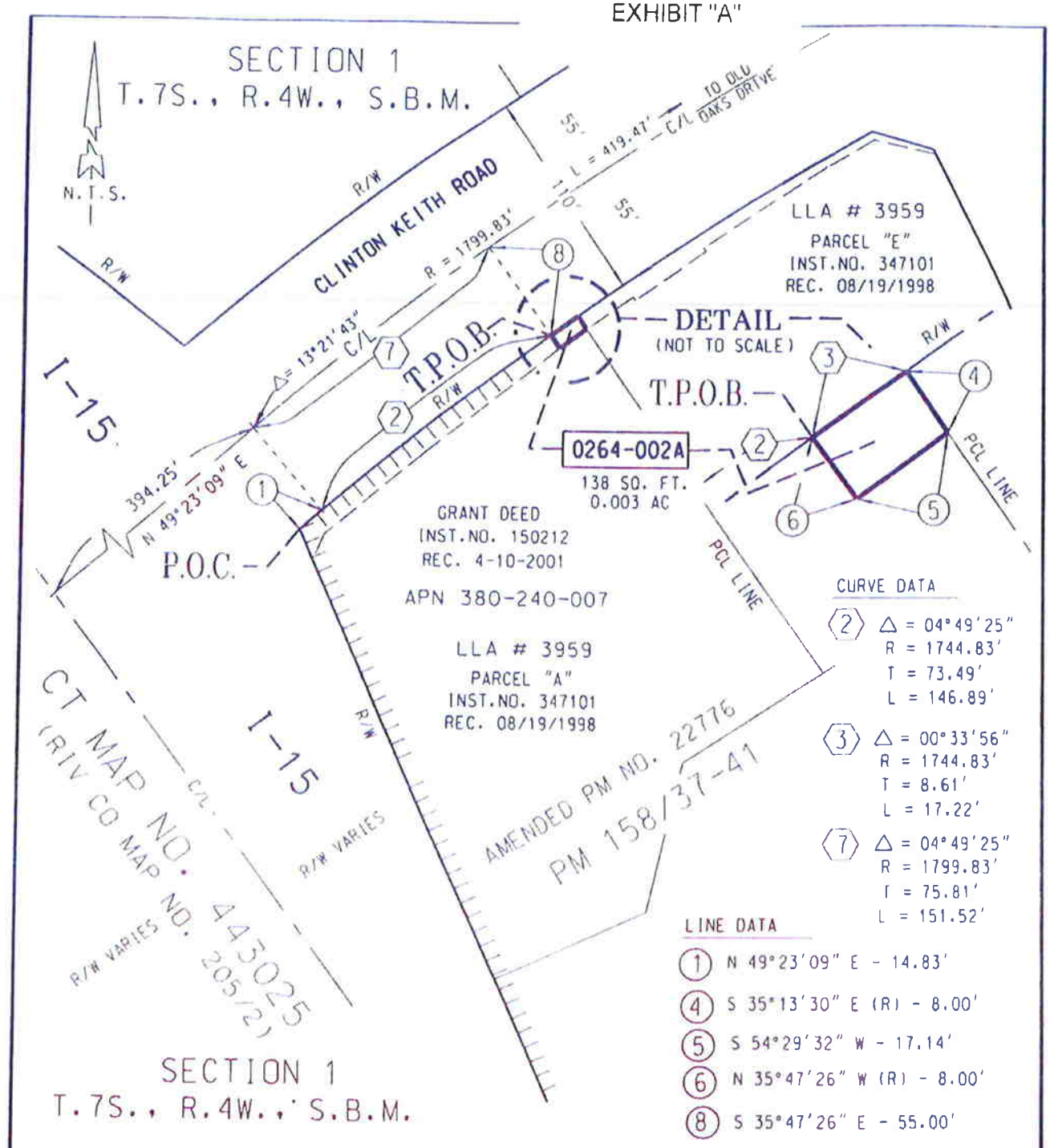
0264-002A

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____

DATE: 12/5/19

EXHIBIT "A"



LICENSED LAND SURVEYOR
TIMOTHY F. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

INDICATES RESTRICTED ACCESS

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: *I-15 / CLINTON KEITH ROAD*

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: [signature] DATE: 12/15/09

PAR. NO.:	0264-002A
PREPARED BY:	DDD
SCALE:	N.T.S.
DATE:	DECEMBER, 2009
W.O. NO.:	A2-0264
	SHEET 1 OF 1 SHEET

May 06, 2010

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

ACQ File:09-04-05
Grantor: Tesero Sierra Properties
APN: 380-240-023

VIA CERTIFIED U.S. MAIL
7008 3230 0000 8948 6789

Tesoro Sierra Properties, LLC
P.O. Box 592809
San Antonio, TX 78259-0190

HEARING DATE

June 23, 2010

NOTICE OF HEARING IN CONSIDERATION OF THE INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO ADOPT A RESOLUTION OF NECESSITY FOR THE ACQUISITION FOR PUBLIC PURPOSES OF CERTAIN PROPERTY FOR THE I-15/CLINTON KEITH ROAD INTERCHANGE PROJECT

Dear Property Owner:

The law provides procedures for public agencies to acquire private property for public use. It requires that every agency which intends to condemn property notify the owners of its intention to condemn. California Code of Civil Procedure (CCP) Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following three conditions are established:

(A) The public interest and necessity require the project.

(B) The project is planned or located in the manner that will be most compatible with the greatest public good and the 6least public injury.

(C) The property sought to be acquired is necessary for the project.

Also, CCP Section 1245.230 requires that the offer required by Section 7267.2 of the Government Code has been made to the owner of record.

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698 1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

You are hereby notified that the City Council of the City of Wildomar ("City") at its meeting on Wednesday June 23, 2010 at 7:00 P.M. in Wildomar, California, will be asked to decide if the above conditions have been met concerning your property, and if so, to adopt a Resolution of Necessity ("Resolution"). Questions regarding the amount of compensation to be paid or the value of the property to be acquired are not part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted.

The City Council's adoption of the Resolution authorizes the City to acquire the property by eminent domain. Within six months of the adoption of the Resolution, the City will prepare and file a complaint in Superior Court commencing the eminent domain proceeding. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in this court proceeding. A description and map of the required property is attached to this Notice and is marked Exhibit A.

The law provides you an opportunity to appear before the City Council and raise questions concerning only the conditions referred to in CCP 1240.030 as cited above. If you file a written request to appear (within 15 days from the mailing of this Notice, you are entitled to appear and object to the adoption of the Resolution.

Your written request to appear should include a statement indicating which of the conditions listed in the first paragraph above you contend have not been met. By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, you will enable the City Council to authorize a full and expeditious review of the project's effect on your property. The City Council will conduct the review on behalf of the City and ask for your participation. Based on this review, the City Council will then prepare a report to be presented to the City at the meeting at which you intend to appear.

Your written request to appear must actually be *on file* with the City within the 15-day period set forth above. Failure to file a written request to appear will result in a waiver of your right to appear and be heard.

All requests to appear must be sent for filing to: City Council, City of Wildomar, 23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595. If you request an appearance, you will be notified of the meeting date, time and location at a later date.

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698 1463 FAX
www.cityofwildomar.org

CITY COUNCIL MEMBERS

BOB CASHMAN
BRIDGETTE MOORE
MARSHA SWANSON
SCOTT FARNAM
SHERYL ADE

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City Council within the 15-day period will become part of the official record of the meeting at which the City Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you mail your correspondence Certified Mail, Return Receipt Requested to confirm that your response was received within the 15-day period.

If you have any questions, please call John F. Almazán at telephone number (916) 781-6600.

Sincerely,

John F. Almazán
Senior Real Estate Agent

Attachment

CC: Douglas Elston
Dave Mattson

23873 Clinton Keith Road | Suite 201 | Wildomar, CA 92595 | 951.677.7751 PHONE | 951.698 1463 FAX
www.cityofwildomar.org

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 2 AS SHOWN ON LOT LINE ADJUSTMENT NUMBER 4298 RECORDED MARCH 9, 2001 AS INSTRUMENT NUMBER 95719, AND DESCRIBED IN GRANT DEED RECORDED MAY 8, 2007, AS INSTRUMENT NUMBER 306718, BOTH OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY CALIFORNIA, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 1 TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CLINTON KEITH ROAD (55 00 FOOT HALF-WIDTH) AND THE CENTERLINE OF ARYA DRIVE (33 00 FOOT HALF-WIDTH) AS SHOWN ON SAID LOT LINE ADJUSTMENT, SAID INTERSECTION POINT ON CLINTON KEITH ROAD BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1799 83 FEET AND AN INITIAL RADIAL BEARING OF N 27°15'08" W

THENCE SOUTHWESTERLY ALONG SAID CENTERLINE OF CLINTON KEITH ROAD AND THE ARC OF SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 01°44'21", AN ARC DISTANCE OF 54 63 FEET

THENCE N 28°59'29" W ON A RADIAL LINE, A DISTANCE OF 55 00 FEET TO THE MOST SOUTHERLY CORNER OF SAID ARYA DRIVE, BEING A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CLINTON KEITH ROAD SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1854 83 FEET AND AN INITIAL RADIAL BEARING OF N 28°59'29" W AND **THE TRUE POINT OF BEGINNING**,

THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 02°10'32", AN ARC DISTANCE OF 70 43 FEET TO THE MOST EASTERLY CORNER ARYA DRIVE – VACATED, BY RESOLUTION 95-040 RECORDED MAY 2 1995 AS INSTRUMENT NUMBER 137832 OF SAID OFFICIAL RECORDS AND SHOWN ON AMENDED PARCEL MAP NUMBER 22776, ON FILE IN BOOK 158 PAGES 37 THROUGH 41, INCLUSIVE OF PARCEL MAPS RECORDS OF SAID RECORDER,

THENCE S 86°16'48" W ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID ARYA DRIVE VACATED A DISTANCE OF 52 96 FEET,

THENCE N 71°43'05" E A DISTANCE OF 81 01 FEET

THENCE N 6°33'2 E A DISTANCE OF 42 22 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF ARYA DRIVE (33 00 FOOT HALF-WIDTH) AS SHOWN ON SAID LOT LINE ADJUSTMENT NUMBER 4298

THENCE S 18°05" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8 81 FEET TO THE **TRUE POINT OF BEGINNING**

CONTAINING 771 SQUARE FEET, OR 0 018 ACRES, MORE OR LESS

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 ZONE 6 MULTIPLY DISTANCES SHOWN BY 1 000093469 TO OBTAIN GROUND DISTANCES

0264-004A

SEE ATTACHED EXHIBIT "B"

APPROVED BY

No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

EXHIBIT "A"

N.T.S.

CURVE DATA

(1) Δ = 01°44'21"
R = 1799.83'
L = 54.63'

(3) Δ = 02°10'32"
R = 1854.83'
L = 70.43'

LINE DATA

(2) N 28°59'29" W (R) - 55.00'

(4) S 86°16'48" W - 52.96'

(5) N 71°43'05" E - 84.01'

(6) N 60°33'26" E - 42.22'

(7) S 18°08'05" W - 8.81'

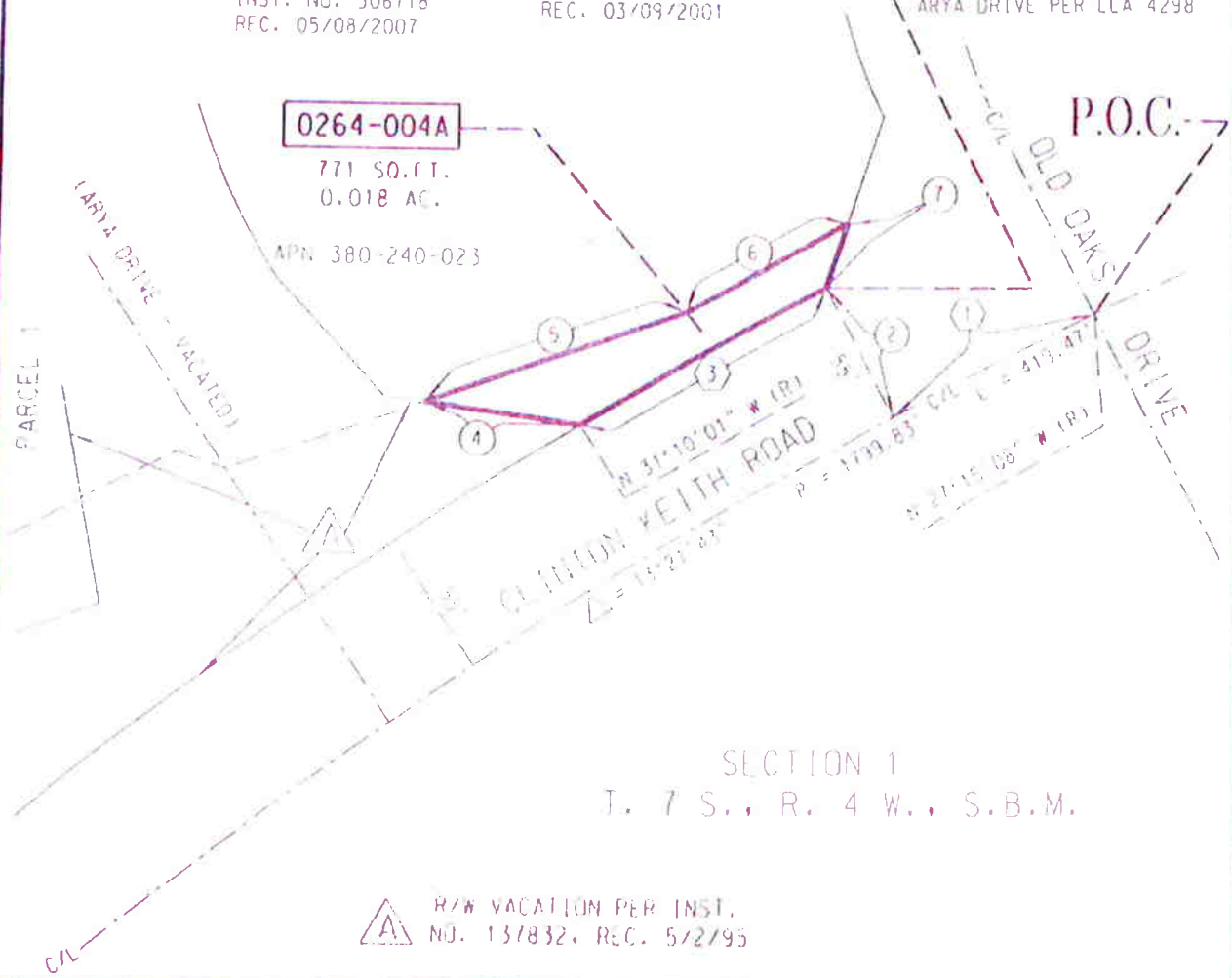
AMENDED PM 22776
PM 158/37-41
PARCEL 4

GRANT DEED
INST. NO. 306718
REC. 05/08/2007

PARCEL 2
LLA 4298
INST. NO. 95719
REC. 03/09/2001

T.P.O.B.
MOST S'LY CORNER
ARYA DRIVE PER LLA 4298

P.O.C.



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY ABE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000093469.

LICENSED LAND SURVEYOR
TIMOTHY E. RAYBURN
No. 8455
Exp. 12-31-10
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV	PAR. NO.: 0264-004A
PROJECT: *I-15 / CLINTON KEITH ROAD*	PREPARED BY: TFR
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: DECEMBER, 2009
	W.O. NO.: A2-0264
APPROVED BY: _____ DATE: 12/10/09	SHEET 1 OF 1