

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

760
A



FROM: Economic Development Agency and Transportation Department

SUBMITTAL DATE:
November 2, 2009

SUBJECT: Acquisition Agreement and Temporary Construction Agreement for the State Route 79 (Winchester) Road Widening Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Acquisition Agreement and Temporary Construction Agreement for a portion of Assessor's Parcel Number 472-110-023 and authorize the Chairman of the Board to execute these documents on behalf of the County;
2. Authorize the undersigned Assistant County Executive Officer/EDA or his designee to execute any other documents and administer all actions to complete this transaction;

(Continued)

[Signature]

[Signature]

Juan C. Perez, Director
Transportation Department

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$82,824	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	09/10

SOURCE OF FUNDS: Transportation Uniform Mitigation Fee 100%	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *[Signature]*

County Executive Office Signature

Jennifer L. Sargent

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY: *[Signature]* 11/13/09
SUSANA GARCIA-BOCANIEGRA

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* 11-24-09
SYNTHIA M. GUNZEL, Deputy District Concurrence

Consent Policy
 Consent Policy

Dep't Recomin.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 3/24/2009, 3.14 | District: 3 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.20

RECOMMENDED MOTION: (Continued)

3. Authorize the Auditor-Controller to adjust the Economic Development Agency's FY 2009/2010 budget as outlined on Schedule A; and
4. Authorize and allocate the sum of \$36,813 to purchase a portion of Assessor's Parcel Number 472-110-023, \$30,185 for a temporary construction easement on Assessor's Parcel Number 472-110-023 and \$15,826 to pay all related transaction costs.

BACKGROUND:

Winchester Road (SR-79) is one of the key north-south corridors in Southwest Riverside County. Due to significant regional and local growth, a project to widen SR-79 from Thompson Road to Domenigoni Parkway has been proposed. The project would widen this section of SR-79 from two to four lanes in accordance with the Memorandum of Understanding between the State of California Department of Transportation, the City of Murrieta and the County of Riverside Transportation Department, adopted on June 15, 2004, which will address the traffic needs of the area, enhance interregional travel, relieve traffic congestion, improve traffic safety, and reduce response time for emergency service vehicles. The stretch of SR-79 between Thompson Road and Pourroy Road has already been widened to four lanes, but property is being acquired within this stretch in order to complete grading and drainage work as part of the next phase of the widening project to the North, in order to comply with our arrangement with Caltrans to allow the Thompson to Pourroy segment to be constructed without right-of-way acquisitions. The improvement of SR-79 is a major priority for Supervisor Stone and the need has been recognized by Riverside County Transportation Department, the City of Murrieta, the City of Temecula, and the California Department of Transportation.

The Economic Development Agency (EDA) has negotiated the acquisition of a portion of Assessor's Parcel Number 472-110-023 from Theodore A. Karnezis and Panagiota Karnezis, Trustees of the Karnezis Trust dated February 12, 1996 for a price of \$66,998. There are costs of \$15,826 associated with this transaction.

This Form 11 has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

The following summarizes the funding necessary for the acquisition of a portion of Assessor's Parcel Number 472-110-023:

Acquisition:	\$36,813
Temporary Construction Easement	\$30,185
Estimated Title and Escrow Charges:	\$ 1,200
Preliminary Title Report:	\$ 250
Appraisal:	\$ 8,000
Acquisition Administration:	\$ 6,376
Total Estimated Acquisition Costs:	\$82,824

While EDA will cover the cost for the due diligence services (Preliminary Title Report and Appraisal) at the time of this property transaction, it is understood that the Transportation Department will reimburse EDA for these costs. The budget adjustment attached (Schedule A) is necessary to allow this transaction. The remaining costs will be paid directly by the Transportation Department.

All costs associated with this property acquisition are fully funded in the Transportation Department's budget for FY 2009/10. Thus, no net county cost will be incurred as a result of this transaction.

SCHEDULE A

Increase Estimated Revenues:

10000-7200400000-778280	Interfund-Reimb for Service	\$8,250
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Increase Appropriations:

10000-7200400000-525400	Title Company Services	\$ 250
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10000-7200400000-524550	Appraisal Services	\$8,000
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PROJECT: STATE ROUTE 79 (WINCHESTER)
ROAD WIDENING
PARCEL(S): 21127-1, 21127-2 and 0527-005
APN: 472-110-023 (portion)

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA herein called "County", and, herein called THEODORE A. KARNEZIS AND PANAGIOTA KARNEZIS TRUSTEES OF THE KARNEZIS TRUST DATED FEBRUARY 12, 1996 "Grantor".

Grantor has executed and will deliver to Lorie G. Houghlan, Real Property Agent for the County or to the designated escrow company, a Grant Deed dated _____, identifying a portion of Assessor's Parcel Numbers, 472-110-023 referenced as Parcel 21127-1 and 21127-2 described on Exhibits "A" and "B" attached hereto and made a part hereof, and an Easement Deed dated _____, identifying a portion of Assessor's Parcel Number 472-110-023, referenced as Parcel 0527-005 and described on Exhibits "A" and "B" attached hereto and made a part hereof, in consideration of which it is mutually agreed as follows:

1. The County shall:

A. Pay to the order of Grantor the sum of Thirty Six Thousand Eight Hundred Thirteen Dollars (\$36,813) for the property, or interest therein, conveyed by said deeds, when title to said property or interest vests in County free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), and taxes except those encumbrances and easements which, in the sole discretion of the County, are acceptable.

B. Handle real property taxes, bonds, and assessments in the following manner:

1. All real property taxes shall be prorated, paid, and canceled pursuant to the provisions of Section 5081 et. seq., of the Revenue and Taxation Code.

2. County is authorized to pay from the amount shown in Paragraph 1A herein, any unpaid taxes together with penalties, cost and interest thereon, and any bonds or assessments that are due on the date title is transferred to, or possession is taken by the County, whichever first occurs.

C. Pay all escrow, recording, and reconveyance fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefore.

2. Grantor shall:

A. Indemnify, defend, protect, and hold County, its officers, employees, agents, successors, and assigns free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, or expenses, including without limitation,

1 attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or indirectly, by
2 either (a) the presence in, on, within, under, or about the parcel of hazardous materials, toxic
3 substances, or hazardous substances as a result of Grantor's use, storage, or generation of
4 such materials or substances or (b) Grantor's failure to comply with any federal, state, or local
5 laws relating to such materials or substances. For the purpose of this agreement, such
6 materials or substances shall include without limitation hazardous substances, hazardous
7 materials, or toxic substances as defined in the Comprehensive Environmental Response,
8 Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the
9 Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource
10 Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances
11 defined as hazardous wastes in Section 25117 of the California Health and Safety Code or
12 hazardous substances in Section 25316 of the California Health and Safety Code; and in the
13 regulations adopted in publications promulgated pursuant to said laws.

8 B. Be obligated hereunder to include without limitation, and whether
9 foreseeable or unforeseeable, all costs of any required or necessitated repair, clean-up,
10 detoxification, or decontamination of the parcel, and the preparation and implementation of any
11 closure, remedial action, or other required plans in connection therewith, and such obligation
12 shall continue until the parcel has been rendered in compliance with applicable federal, state,
13 and local laws, statutes, ordinances, regulations, and rules.

12 3. It is mutually understood and agreed by and between the parties hereto
13 that the right of possession and use of the subject property by County, including the right to
14 remove and dispose of improvements, shall commence upon the execution of this agreement
15 by all parties. The amount shown in Paragraph 1A includes, but is not limited to, full payment
16 for such possession and use.

15 4. Grantor hereby agrees and consents to the dismissal of any
16 condemnation action which has been or may commenced by County in the Superior Court of
17 Riverside County to condemn said land, and waives any and all claim to money that has been
18 or may be deposited in court in such case or to damages by reason of the filing of such action.

17 5. The performance by the County of its obligations under this agreement
18 shall relieve the County of any and all further obligations or claims on account of the acquisition
19 of the property referred to herein or on account of the location, grade, or construction of the
20 proposed public improvement.

20 6. This agreement shall not be changed, modified, or amended except
21 upon the written consent of the parties hereto.

21 7. This agreement is the result of negotiations between the parties and is
22 intended by the parties to be a final expression of their understanding with respect to the
23 matters herein contained. This agreement supersedes any and all other prior agreements and
24 understandings, oral or written, in connection therewith. No provision contained herein shall be
25 construed against the County solely because it prepared this agreement in its executed form.

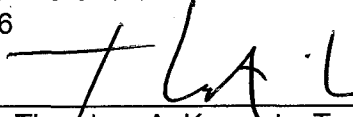
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1 8. Grantor, their assigns and successors in interest, shall be bound by all
2 the terms and conditions contained in this agreement, and all the parties thereto shall be jointly
and severally liable thereunder.

3 Dated: _____

GRANTOR:

4 Theodore A. Karnezis and Panagiota Karnezis as
5 Trustees of the Karnezis Trust dated February 12,
1996

6 By: 
Theodore A. Karnezis, Trustee

7
8 By: 
Panagiota Karnezis, Trustee


9 **COUNTY OF RIVERSIDE**

10 **ATTEST:**
11 Kecia Harper-Ihem
Clerk to the Board

By: _____
Marion Ashley, Chairman
Board of Supervisors

12
13 By: _____
Deputy

14 **APPROVED AS TO FORM:**
15 Pamela J. Walls
County Counsel

16
17 By: 
18 Synthja M. Gunzel
Deputy County Counsel

19 LGH:jw
08/17/09
20 218TR
12.910

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 2 OF PARCEL MAP NUMBER 19162, ON FILE IN BOOK 127, PAGES 31 AND 32, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTH ONE-HALF OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF STATE ROUTE 79, WINCHESTER ROAD (16.762 METER SOUTHEASTERLY HALF-WIDTH) AND KELLER ROAD (13.410 METER NORTHERLY HALF-WIDTH), AS SHOWN ON SAID PARCEL MAP;

THENCE N 36°03'34" E ALONG THE CENTERLINE OF SAID STATE ROUTE 79, A DISTANCE OF 42.637 METERS;

THENCE S 53°56'26" E, A DISTANCE OF 16.762 METERS TO THE MOST WESTERLY CORNER OF SAID PARCEL 2, SAID CORNER BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID KELLER ROAD AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROUTE 79, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 36°03'34" E, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 37.646 METERS;

(COURSE "A") THENCE S 15°20'31" W, A DISTANCE OF 32.799 METERS TO A POINT 23.410 METERS NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF KELLER ROAD;

(COURSE "B") THENCE S 89°59'41" E, PARALLEL WITH AND 23.410 METERS NORTHERLY OF SAID CENTERLINE OF KELLER ROAD, A DISTANCE OF 6.383 METERS TO A POINT 33.525 METERS SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF STATE ROUTE 79;

(COURSE "C") THENCE S 36°03'34" W, PARALLEL WITH AND 33.525 METERS SOUTHEASTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 12.369 METERS TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID KELLER ROAD;

THENCE N 89°59'41" W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 6.909 METERS TO AN ANGLE POINT THEREIN;

THENCE N 26°52'40" W, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 12.551 METERS TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 356.9 SQUARE METERS, 3,842 SQUARE FEET, OR 0.088 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 OVER AND ACROSS COURSES "(A)" THROUGH "(C)", INCLUSIVE, HEREINABOVE DESCRIBED.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000100842 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 000014 / 1 THROUGH 60, INCLUSIVE, ON FILE AS MAP
NUMBER 205 / 401 THROUGH 460, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF
RIVERSIDE COUNTY, CALIFORNIA.

08-RIV-79-KP 18.10-21127 (21127-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 7/01/09



EXHIBIT "B"

08-RIV-79-KP 18 .10-21127 (21127-1)



SECTION 21
T.6S., R.2W., S.B.M.

(LOT "D") PER
PM 127/31-32
GRANT DEED
INST.NO. 919883,
REC. 12-15-2006

PM 19162
PM 127/31-32
PCL 2

APN 472-110-023

(LOT "C") PER
PM 127/31-32

21127-1

356.9 SQ. M
3,842 SQ. FT.
0.088 AC

SOUTH LINE SECTION 21
N 89°59'41" W

KELLER ROAD

LINE DATA

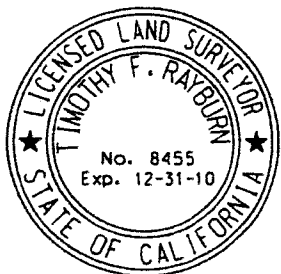
- ① S 53°56'26" E - 16.762
- ② S 89°59'41" E - 6.383
- ③ S 36°03'34" W - 12.369
- ④ N 89°59'41" W - 6.909
- ⑤ N 26°52'40" W - 12.551

NOTE:

▲ R/W PER D.R. 1065/56,
REC. 4-5-1949

||| INDICATES RESTRICTED ACCESS

ALL DISTANCES SHOWN ARE METRIC GRID DISTANCES.
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE
GRID DIST. BY A COMBINATION FACTOR OF 1.000100842.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PAR. NO.: 21127-1

PROJECT: STATE ROUTE 79

PREPARED BY: N.J.C.

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: JULY, 2009

W.O. NO.: B4-0527

APPROVED BY: *Timothy F. Rayburn* DATE: 7/01/09

SHEET 1 OF 1

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 2 OF PARCEL MAP NUMBER 19162, ON FILE IN BOOK 127, PAGES 31 AND 32, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTH ONE-HALF OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF STATE ROUTE 79, WINCHESTER ROAD (16.762 METER SOUTHEASTERLY HALF-WIDTH) AND KELLER ROAD (13.410 METER NORTHERLY HALF-WIDTH), AS SHOWN ON SAID PARCEL MAP;

THENCE N 36°03'34" E ALONG THE CENTERLINE OF SAID STATE ROUTE 79, A DISTANCE OF 42.637 METERS;

THENCE S 53°56'26" E, A DISTANCE OF 16.762 METERS TO THE MOST WESTERLY CORNER OF SAID PARCEL 2, SAID CORNER BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID KELLER ROAD AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROUTE 79;

THENCE N 36°03'34" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 102.646 METERS TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING N 36°03'34" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 153.710 METERS TO THE MOST NORTHERLY CORNER OF SAID PARCEL 2;

THENCE S 53°56'26" E ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 3.238 METERS TO A POINT 20.000 METERS SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF STATE ROUTE 79;

(COURSE "A") THENCE S 36°03'34" W, PARALLEL WITH AND 20.000 METERS SOUTHEASTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 153.710 METERS;

(COURSE "B") THENCE N 53°56'26" W, A DISTANCE OF 3.238 METERS TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 497.7 SQUARE METERS, 5,357 SQUARE FEET, OR 0.123 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 OVER AND ACROSS COURSES "(A)" AND "(B)", HEREINABOVE DESCRIBED.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000100842 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000014 / 1 THROUGH 60, INCLUSIVE, ON FILE AS MAP NUMBER 205 / 401 THROUGH 460, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

08-RIV-79-KP 18.10-21127 (21127-2)

SEE ATTACHED EXHIBIT "B"

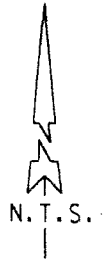
APPROVED BY: Timothy F. Rayburn

DATE: 7/6/09



EXHIBIT "B"

08-RIV-79-KP 18.10-21127 (21127-2)



NOTE:

△ R/W PER O.R. 1065/56, REC. 4-5-1949

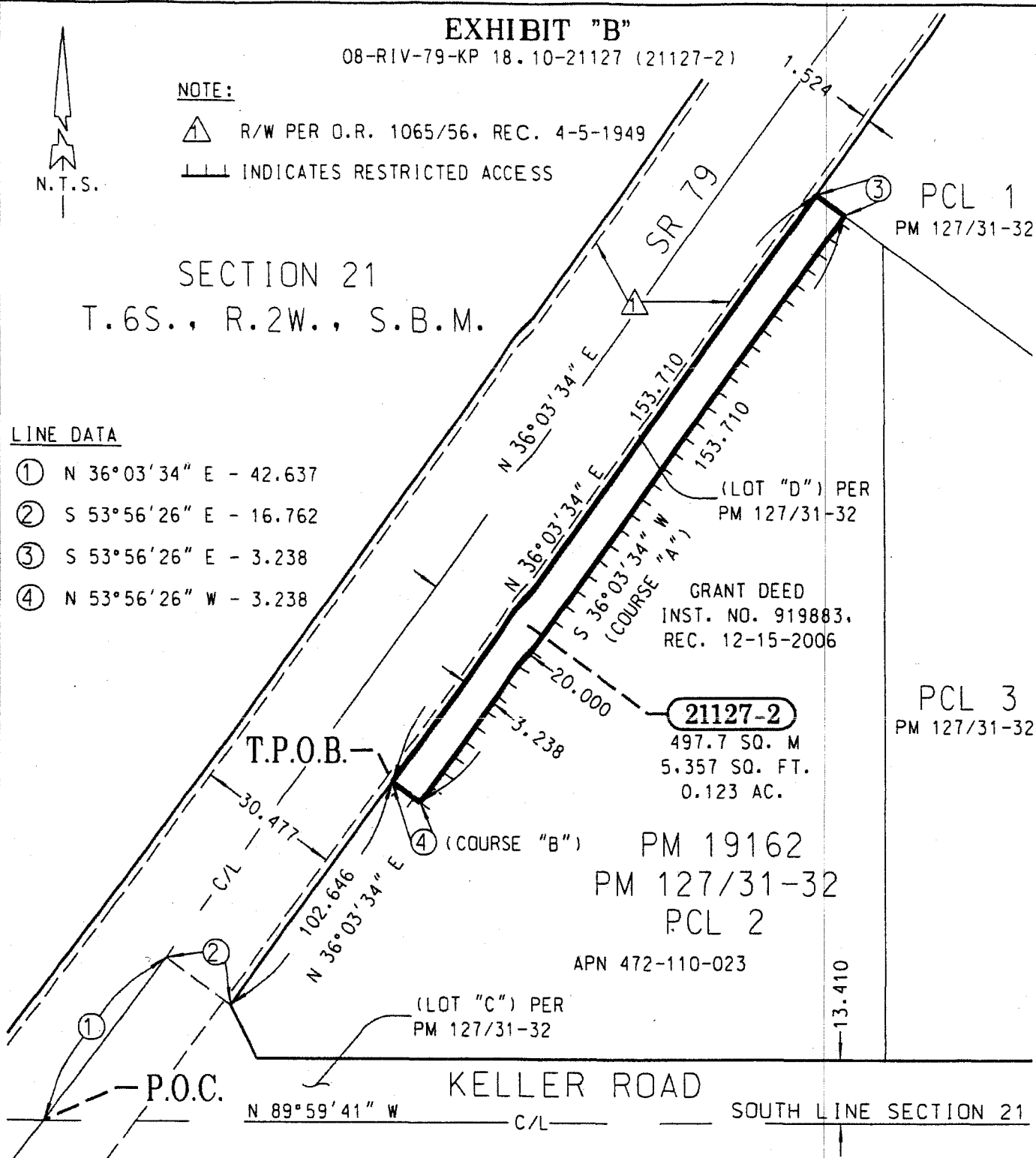
||| INDICATES RESTRICTED ACCESS

SECTION 21

T.6S., R.2W., S.B.M.

LINE DATA

- ① N 36°03'34" E - 42.637
- ② S 53°56'26" E - 16.762
- ③ S 53°56'26" E - 3.238
- ④ N 53°56'26" W - 3.238



(LOT "D") PER PM 127/31-32

GRANT DEED
INST. NO. 919883,
REC. 12-15-2006

21127-2
497.7 SQ. M
5,357 SQ. FT.
0.123 AC.

PM 19162
PM 127/31-32
PCL 2

APN 472-110-023

(LOT "C") PER PM 127/31-32

PCL 1
PM 127/31-32

PCL 3
PM 127/31-32



ALL DISTANCES SHOWN ARE METRIC GRID DISTANCES.
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE
GRID DIST. BY A COMBINATION FACTOR OF 1.000100842.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: STATE ROUTE 79

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

PAR. NO.:	21127-2
PREPARED BY:	N.J.C.
SCALE:	N.T.S.
DATE:	JULY, 2009
W.O. NO.:	B4-0527
SHEET 1 OF 1	

APPROVED BY: *Timothy F. Rayburn* DATE: 7/01/09

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 2 OF PARCEL MAP NUMBER 19162, ON FILE IN BOOK 127, PAGES 31 AND 32, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTH ONE-HALF OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF STATE ROUTE 79, WINCHESTER ROAD (16.762 METER SOUTHEASTERLY HALF-WIDTH) AND KELLER ROAD (13.410 METER NORTHERLY HALF-WIDTH), AS SHOWN ON SAID PARCEL MAP;

THENCE S 89°59'41" E ALONG THE CENTERLINE OF SAID KELLER ROAD, A DISTANCE OF 51.230 METERS;

THENCE N 00°00'19" E, A DISTANCE OF 13.410 METERS TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID KELLER ROAD, SAID POINT LIES 33.525 METERS SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID STATE ROUTE 79, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 36°03'34" E PARALLEL WITH AND 33.525 METERS SOUTHEASTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 12.369 METERS TO A POINT 23.410 METERS NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF KELLER ROAD;

THENCE S 89°59'41" E PARALLEL WITH AND 23.140 METERS NORTHERLY OF SAID CENTERLINE OF KELLER ROAD, A DISTANCE OF 16.491 METERS;

THENCE S 00°00'19" W, A DISTANCE OF 10.000 METERS TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF KELLER ROAD;

THENCE N 89°59'41" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 23.771 METERS TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 201.3 SQUARE METERS, 2,167 SQUARE FEET, OR 0.050 ACRES, MORE OR LESS.

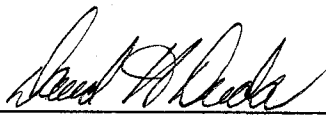
THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000100842 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000014 / 1 THROUGH 60, INCLUSIVE, ON FILE AS MAP NUMBER 205 / 401 THROUGH 460, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

0527-005

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____



DATE: _____

11/13/08

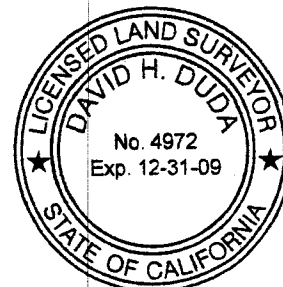


EXHIBIT "B"

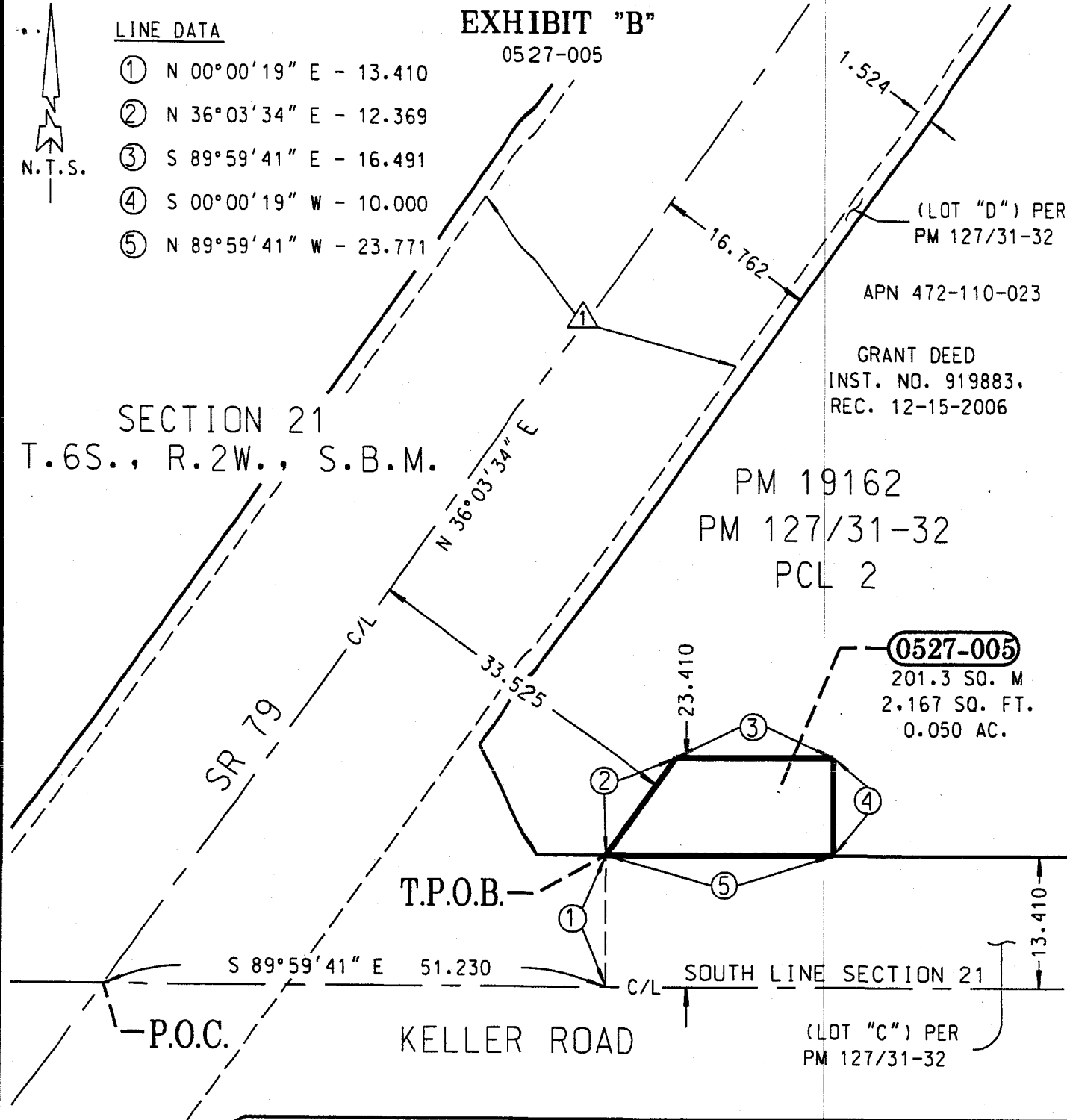
0527-005

LINE DATA

- ① N 00°00'19" E - 13.410
- ② N 36°03'34" E - 12.369
- ③ S 89°59'41" E - 16.491
- ④ S 00°00'19" W - 10.000
- ⑤ N 89°59'41" W - 23.771

N.T.S.

SECTION 21
T.6S., R.2W., S.B.M.



APN 472-110-023

GRANT DEED
INST. NO. 919883.
REC. 12-15-2006

PM 19162
PM 127/31-32
PCL 2

0527-005
201.3 SQ. M
2.167 SQ. FT.
0.050 AC.

T.P.O.B.

P.O.C.

KELLER ROAD

SOUTH LINE SECTION 21

(LOT "C") PER
PM 127/31-32

NOTE:

▲ R/W PER O.R. 1065/56, REC. 4-5-1949

ALL DISTANCES SHOWN ARE METRIC GRID DISTANCES.
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE
GRID DIST. BY A COMBINATION FACTOR OF 1.000100842.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: **STATE ROUTE 79**

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

PAR. NO.: **0527-005**

PREPARED BY: N.J.C.

SCALE: N.T.S.

DATE: AUGUST, 2008

W.O. NO.: B4-0527

APPROVED BY: *David H. Duda* DATE: 11/13/08

SHEET 1 OF 1

1 COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA
(Herein referred to as "County"), and

2 THEODORE A. KARNEZIS AND PANAGIOTA KARNEZIS, AS TRUSTEES OF THE
3 KARNEZIS TRUST DATED FEBRUARY 12, 1996
(Herein referred to as "Grantors")

4
5 PROJECT: STATE ROUTE 79 (WINCHESTER) ROAD
WIDENING
6 PARCEL: 21127-3
7 APN: 472-110-023 (portion)

8 TEMPORARY CONSTRUCTION AGREEMENT

9 1. The right is hereby granted County to enter upon and use the land of Grantor in
10 the County of Riverside, State of California, described as portion of Assessor's Parcel Number
472-110-023, highlighted on the map attached hereto, and made a part hereof, for all purposes
11 necessary to facilitate and accomplish the construction of State Route 79 (Winchester Road).

12 2. The temporary construction easement, used during construction of the project
13 consists of approximately 0.408 acres or seventeen thousand seven hundred fifty six (17,756)
square feet as designated on the attached map, referenced as Exhibit "A".

14 3. A thirty (30) day written notice shall be given to Grantor prior to using the rights
15 herein granted. The rights herein granted may be exercised for twenty-four (24) months from
the thirty (30) day written notice, or until completion of said project, whichever occurs later.

16 4. It is understood that the County may enter upon Grantor's property where
17 appropriate or designated for the purpose of getting equipment to and from the easement area.
County agrees not to damage Grantor's property in the process of performing such activities.

18 5. The right to enter upon and use Grantor's land includes the right to remove and
dispose of real and personal property located thereon.

19 6. At the termination of the period of use of Grantor's land by County, but before its
20 relinquishment to Grantor, debris generated by County's use will be removed and the surface
will be graded and left in a neat condition.

21 7. Grantor shall be held harmless from all claims of third persons arising from the
22 use by County of Grantor's land.

23 8. Grantor hereby warrants that they are the owners of the property described
above and that they have the right to grant County permission to enter upon and use the land.

24 9. This agreement is the result of negotiations between the parties hereto. This
25 agreement is intended by the parties as a final expression of their understanding with respect
to the matters herein and is a complete and exclusive statement of the terms and conditions

1 thereof.

2 10. This agreement shall not be changed, modified, or amended except upon the
3 written consent of the parties hereto.

4 11. This agreement supersedes any and all other prior agreements or
5 understandings, oral or written, in connection therewith.

6 12. Grantor, their assigns and successors in interest, shall be bound by all the terms
7 and conditions contained in this agreement, and all the parties thereto shall be jointly and
8 severally liable thereunder.

9 13. County shall pay to the order of Grantor the sum of Thirty Thousand One
10 Hundred Eighty Five Dollars (\$30,185) for the right to enter upon and use Grantor's land in
11 accordance with the terms hereof.

12 Dated: _____

GRANTOR:

Theodore A. Karnezis and Panagiota Karnezis as
Trustees of the Karnezis Trust dated February 12,
1996

12 By: 
13 Theodore A. Karnezis, Trustee

14 By: 
15 Panagiota Karnezis, Trustee


COUNTY OF RIVERSIDE

16 **ATTEST:**
17 Kecia Harper-Ihem
18 Clerk to the Board

19 By: _____
20 Marion Ashley, Chairman
21 Board of Supervisors

22 By: _____
23 Deputy

24 **APPROVED AS TO FORM:**
25 Pamela J. Walls
County Counsel

By: 
Synthia M. Gunzel
Deputy County Counsel

LGH:jw
08/17/09
218TR
12.910

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES OVER A PORTION OF PARCEL 2 OF PARCEL MAP NUMBER 19162, ON FILE IN BOOK 127, PAGES 31 AND 32, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTH ONE-HALF OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF STATE ROUTE 79, WINCHESTER ROAD (16.762 METER SOUTHEASTERLY HALF-WIDTH) AND KELLER ROAD (13.410 METER NORTHERLY HALF-WIDTH), AS SHOWN ON SAID PARCEL MAP;

THENCE S 89°59'41" E ALONG THE CENTERLINE OF SAID KELLER ROAD, A DISTANCE OF 75.001 METERS;

THENCE N 00°00'19" E, A DISTANCE OF 13.410 METERS TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID KELLER ROAD, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 00°00'19" E, A DISTANCE OF 10.000 METERS TO A POINT 23.410 METERS NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF KELLER ROAD;

THENCE N 89°59'41" W, A DISTANCE OF 22.874 METERS;

THENCE N 15°20'31" E, A DISTANCE OF 32.799 METERS TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROUTE 79;

THENCE N 36°03'34" E, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 65.000 METERS;

THENCE S 53°56'26" E, A DISTANCE OF 3.238 METERS TO A POINT 20.000 METERS SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF STATE ROUTE 79;

THENCE N 36°03'34" E, PARALLEL WITH AND 20.000 METERS SOUTHEASTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 153.710 METERS TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 2;

THENCE S 53°56'26" E, ALONG SAID NORTHEASTERLY LINE OF PARCEL 2, A DISTANCE OF 5.000 METERS TO A POINT 25.000 METERS SOUTHEASTERLY OF AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF STATE ROUTE 79;

THENCE S 36°03'34" W, PARALLEL WITH AND 25.000 METERS SOUTHEASTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 158.710 METERS;

THENCE N 53°56'26" W, A DISTANCE OF 3.238 METERS TO A POINT 21.762 METERS SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF STATE ROUTE 79;

THENCE S 36°03'34" W, PARALLEL WITH AND 21.762 METERS SOUTHEASTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 59.086 METERS;

THENCE S 26°24'44" E, A DISTANCE OF 32.858 METERS;

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)
TEMPORARY CONSTRUCTION EASEMENT

THENCE S 00°00'19" W, A DISTANCE OF 10.000 METERS TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF KELLER ROAD;

THENCE N 89°59'41" W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5.000 METERS TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 1,649.6 SQUARE METERS, 17,756 SQUARE FEET, OR 0.408 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 1.000100842 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000014 / 1 THROUGH 60, INCLUSIVE, ON FILE AS MAP NUMBER 205 / 401 THROUGH 460, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

08-RIV-79-KP 18.10-21127 (21127-3)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: David H. Duda
DATE: 11/13/08



EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT
08-RIV-79-KP 18.10-21127 (21127-3)

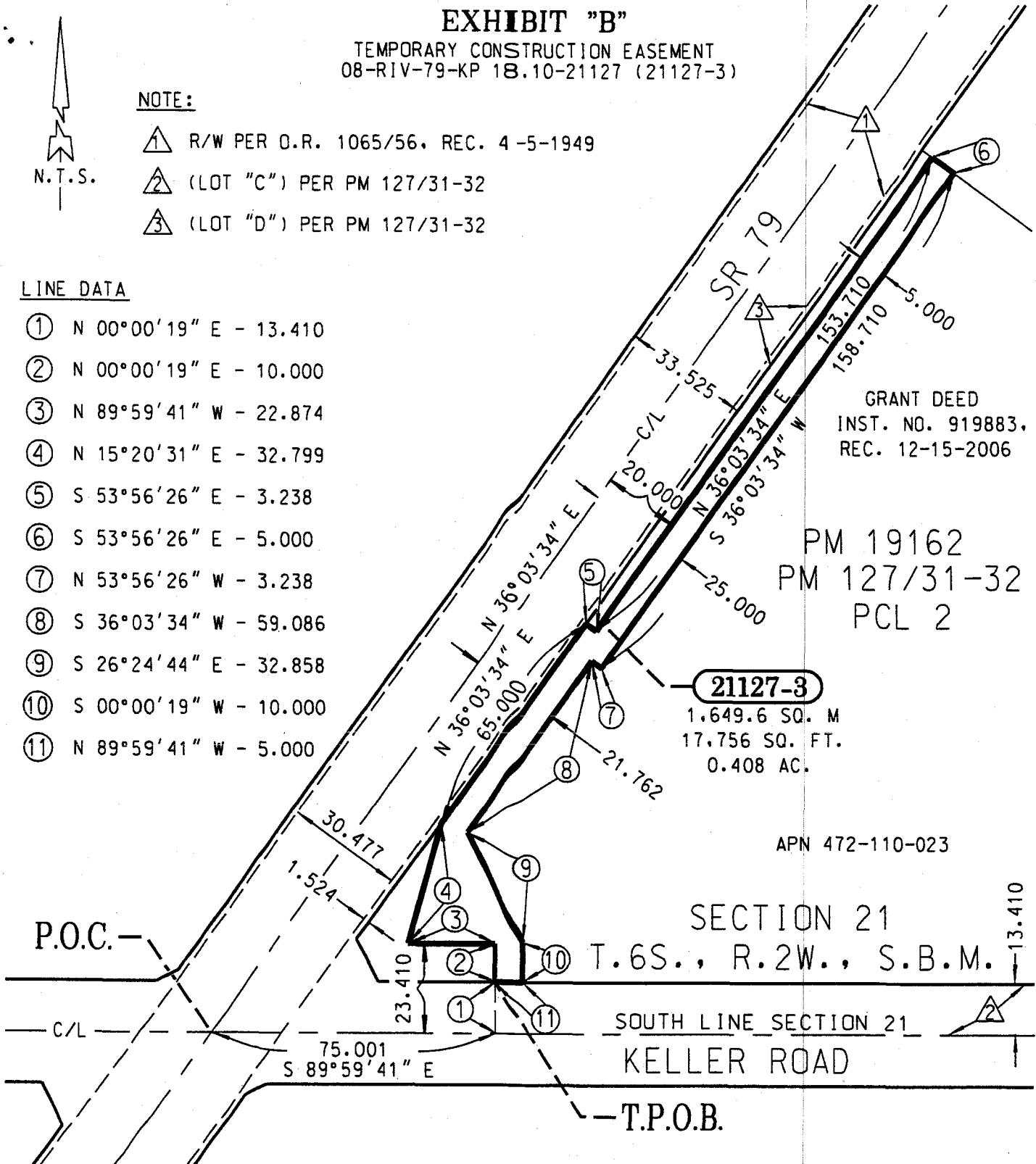
NOTE:

- ① R/W PER O.R. 1065/56, REC. 4-5-1949
- ② (LOT "C") PER PM 127/31-32
- ③ (LOT "D") PER PM 127/31-32

N.T.S.

LINE DATA

- ① N 00°00'19" E - 13.410
- ② N 00°00'19" E - 10.000
- ③ N 89°59'41" W - 22.874
- ④ N 15°20'31" E - 32.799
- ⑤ S 53°56'26" E - 3.238
- ⑥ S 53°56'26" E - 5.000
- ⑦ N 53°56'26" W - 3.238
- ⑧ S 36°03'34" W - 59.086
- ⑨ S 26°24'44" E - 32.858
- ⑩ S 00°00'19" W - 10.000
- ⑪ N 89°59'41" W - 5.000



GRANT DEED
INST. NO. 919883,
REC. 12-15-2006

PM 19162
PM 127/31-32
PCL 2

21127-3

1,649.6 SQ. M
17,756 SQ. FT.
0.408 AC.

APN 472-110-023

SECTION 21
T.6S., R.2W., S.B.M.

SOUTH LINE SECTION 21
KELLER ROAD

T.P.O.B.

ALL DISTANCES SHOWN ARE METRIC GRID DISTANCES.
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE
GRID DIST. BY A COMBINATION FACTOR OF 1.000100842.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: **STATE ROUTE 79**

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: *David H. Duda* DATE: *11/13/08*

PAR. NO.: **21127-3**

PREPARED BY: N.J.C.

SCALE: N.T.S.

DATE: AUGUST, 2008

W.O. NO.: B4-0527

SHEET 1 OF 1