

814 A

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



**FROM:** Transportation Department

**SUBMITTAL DATE:**  
January 11, 2010

**SUBJECT:** Acquisition Agreement for the State Route 79 (Winchester) Road Widening Project

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached Acquisition Agreement for Assessor's Parcel Number 466-050-012 which includes Parcels 21147-1 and 0527-020 and authorize the Chairman of the Board to execute this document on behalf of the County;
2. Authorize the undersigned Director of the Transportation Department or his designee to execute any other documents and administer all actions to complete this transaction; and

Juan C. Perez, Director  
Transportation Department

FORM APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gunzel*  
DATE: *1/11/10*  
CONCURRENCE

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$ 403,000	<b>In Current Year Budget:</b>	Yes
	<b>Current F.Y. Net County Cost:</b>	\$ -0-	<b>Budget Adjustment:</b>	No
	<b>Annual Net County Cost:</b>	\$ -0-	<b>For Fiscal Year:</b>	09/10
<b>SOURCE OF FUNDS:</b> Transportation Uniform Mitigation Fee 100%			<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
			<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Tina Grande*  
Tina Grande

County Executive Office Signature

Dep't Recomm.:  Consent  Policy  
Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.: 3/24/2009, 3.14

District: 3

Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.58

**RECOMMENDED MOTION:** (Continued)

3. Authorize and allocate the sum of \$400,000 as a full settlement to purchase Assessor's Parcel Number 466-050-012 which includes Parcel 21147-1 and 0527-020 and \$3,000 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 (CalTrans), County of Riverside Transportation Department and the City of Murrieta, 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 County has negotiated the acquisition of Assessor's Parcel Number 466-050-012 from Pablo Vallin (Vallin) for an all inclusive settlement amount of \$400,000 as full settlement which includes, but not limited to, moving expenses, interest differential, title and escrow fees, purchase price differential and all relocation costs. Vallin will execute a Grant Deed in favor of the State of California for a portion of Assessor's Parcel Number 466-050-012 referenced as Parcel 21147-1 and a Grant Deed in favor of the County of Riverside for the remaining portion of Assessor's Parcel Number 466-050-012 referenced as Parcel 0527-020.

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 Assessor's Parcel Number 466-050-012:

Acquisition:	\$ 400,000
Estimated Title and Escrow Charges:	\$ 3,000
Total Estimated Acquisition Costs:	\$ 403,000

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.



1 PROJECT: STATE ROUTE 79 (WINCHESTER)  
2 ROAD WIDENING  
3 PARCELS: 21147-1 and 0527-020  
4 APN: 466-050-012

5 ACQUISITION AGREEMENT

6 This agreement is made by and between the COUNTY OF RIVERSIDE, A POLITICAL  
7 SUBDIVISION OF THE STATE OF CALIFORNIA herein called "County", and PABLO VALLIN, A  
8 MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, herein called "Grantor".

9 Grantor has executed and will deliver to Craig Olsen, Real Property Agent for the County  
10 or to the designated escrow company, a Grant Deed in favor of the State of California dated  
11 \_\_\_\_\_, identifying a portion of Assessor's Parcel Number 466-050-012,  
12 referenced as Parcel 21147-1, a Grant Deed dated \_\_\_\_\_, identifying a portion of  
13 Assessor's Parcel Number 466-050-012, referenced as Parcel number 0527-020 described on  
14 Exhibits "A" and "B" attached hereto and made a part hereof, in consideration of which it is  
15 mutually agreed as follows:

16 1. The County shall:

17 A. Pay to the order of Grantor the sum of Four Hundred Thousand  
18 Dollars (\$400,000) as an all inclusive settlement for the property, or interest therein, conveyed  
19 by said deed, when title to said property or interest vests in County free and clear of all liens,  
20 encumbrances, easements, leases (recorded or unrecorded), and taxes except those  
21 encumbrances and easements which, in the sole discretion of the County, are acceptable.  
22 The all inclusive settlement of Four Hundred Thousand Dollars (\$400,000) includes, but not  
23 limited to, moving expenses, interest differential, title and escrow fees, purchase price  
24 differential and all relocation costs.

25 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, Assessor's Parcel Number 466-050-012, and if title insurance is desired by  
County, the premium charged therefore.

1                   2.     Grantor shall:

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

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

24                   C.     Not remove any fixtures from the residence without County's  
25 approval except items listed in Exhibit "C".

                  D.     Execute an abandonment letter and vacate premise no later  
than 5 days from the close of escrow unless other provisions in writing have been made with  
the County.

3                   3.     Any and all moneys payable under this contract, up to and including the  
4 total amount of unpaid principal and interest on the note secured by Deed of Trust recorded  
5 December 20, 2002, as Instrument No. 2002-767096, Official Records of Riverside County,  
6 shall, upon demand, be made payable to the beneficiary entitled thereunder; said beneficiary  
7 to provide a partial reconveyance as Assessor's Parcel Number 466-050-012, and to furnish  
8 Grantor with good and sufficient receipt showing said moneys credited against the  
9 indebtedness secured by said Deed of Trust.

                  Grantor hereby authorizes and directs the disbursement of funds which are  
demanded under the terms of said Deed of Trust.

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

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

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

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

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

11 ///  
12 ///  
13 ///

1                   9. Grantor, his 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  
3 jointly and severally liable thereunder.

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

GRANTOR:

PABLO VALLIN



\_\_\_\_\_  
Pablo Vallin

COUNTY OF RIVERSIDE

5  
6  
7  
8  
9  
10 **ATTEST:**

Kecia Harper-Ihem  
Clerk to the Board

By: \_\_\_\_\_

Marion Ashley, Chairman  
Board of Supervisors

11  
12 By: \_\_\_\_\_

Deputy

13  
14 **APPROVED AS TO FORM:**

Pamela J. Walls  
County Counsel

15  
16 By: 

\_\_\_\_\_  
Cynthia M. Gunzel  
Deputy County Counsel

17  
18 CO:jw  
12/22/09  
19 218TR  
13.099



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, AS DESCRIBED IN GRANT DEED RECORDED APRIL 11, 1988, AS INSTRUMENT NO. 94488, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND SHOWN AS PARCEL 4 OF RECORD OF SURVEY, FILED IN BOOK 46, PAGE 12 OF RECORDS OF SURVEY, RECORDS OF SAID RECORDER, OF SAID COUNTY, AND DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHEAST CORNER OF SAID PARCEL 4;

THENCE S 89° 27' 41" W ALONG THE SOUTHERLY LINE OF SAID PARCEL 4, A DISTANCE OF 18.323 METERS, TO A LINE PARALLEL WITH AND 33.525 METERS WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF STATE ROUTE 79 AS SHOWN ON SAID RECORD OF SURVEY;

THENCE N 03° 03' 19" E ALONG SAID PARALLEL LINE, A DISTANCE OF 54.884 METERS, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1795.094 METERS, SAID CURVE IS CONCENTRIC WITH AND 33.525 METERS WESTERLY OF, MEASURED RADIALLY FROM, SAID CENTERLINE OF STATE ROUTE 79;

THENCE NORTHERLY ALONG THE ARC OF SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 01° 31' 28", AN ARC DISTANCE OF 47.761 METERS TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 4;

THENCE N 89° 40' 40" E ALONG SAID NORTHERLY LINE, A DISTANCE OF 15.945 METERS, TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROUTE 79, SAID RIGHT-OF-WAY LINE ALSO BEING THE EAST LINE OF SAID SECTION 4;

THENCE S 00° 59' 10" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE (WIDTH VARIES) AND SAID EAST LINE OF SAID SECTION 4, A DISTANCE OF 83.233 METERS, TO A LINE PARALLEL WITH AND 15.238 METERS WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF STATE ROUTE 79;

THENCE S 03° 03' 19" W CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 19.254 METERS TO THE **POINT OF BEGINNING**;

CONTAINING 1,761.9 SQUARE METERS, 18,965 SQUARE FEET, OR 0.435 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.

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT GRANTOR'S REMAINING PROPERTY IS LANDLOCKED, AND WITHOUT DIRECT ACCESS TO SAID STATE ROUTE 79 OR TO ANY PUBLIC OR PRIVATE ROAD, AND GRANTORS HEREBY RELIEVE GRANTEE OF ANY LIABILITY TO PROVIDE ACCESS TO THE REMAINING LANDLOCKED PROPERTY.

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 24.50-21147 (21147-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn  
DATE: 9/10/09



# EXHIBIT "B"

RS 46/12  
PCL 3

08-RIV-79-KP 24.50-21147 (21147-1)

N.T.S.

GRANT DEED  
INST. # 94488,  
REC. 04/11/1988

APN 466-050-012

**21147-1**

1,761.9 SQ. M  
18,965 SQ. FT.  
0.435 AC.

RS 46/12  
PCL 4

S'LY LINE PCL 4

P.O.B.  
(SE COR PCL 4)

INDICATES RESTRICTED ACCESS

NE 1/4  
SECTION 4  
T.6S., R.2W., SBM

EAST 1/4 CORNER  
SECTION 4

WIDTH VARIES

30.476

C/L SR 79

N 03°03'19" E

33.525

R/W PER  
O.R. 1045/70-72,  
REC. 01/18/1949  
(WIDTH VARIES)

LINE DATA

- ① S 89°27'41" W - 18.323
- ② N 03°03'19" E - 54.884
- ③ N 89°40'40" E - 15.945
- ④ S 00°59'10" W - 83.233
- ⑤ S 03°03'19" W - 19.254
- ⑥ N 89°53'41" W - 0.016
- ⑦ N 03°03'19" E - 403.011
- ⑧ S 89°27'41" W - 15.268

CURVE DATA

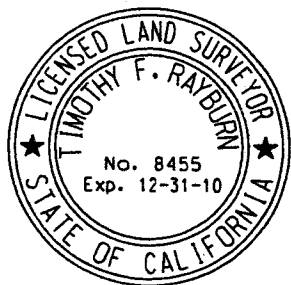
△ = 01°31'28"  
R = 1795.094  
L = 47.761  
T = 23.882

PM 15532  
PM 115/57-66  
PCL 1

R/W PER  
O.R. 1079/96-98  
REC. 05/24/1949

SECTION 3  
T.6S., R.2W., SBM

LISTON WAY VACATED  
PER INST. NO. 126549  
REC. 04/09/1996



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: *Timothy F. Rayburn* DATE: 9/10/09

PAR. NO.: 21147-1

PREPARED BY: KNV

SCALE: N.T.S.

DATE: SEPTEMBER, 2009

W.O. NO.: B4-0527

SHEET 1 OF 1

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, AS DESCRIBED IN GRANT DEED RECORDED APRIL 11, 1988, AS INSTRUMENT NO. 94488, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND SHOWN AS PARCEL 4 OF RECORD OF SURVEY, FILED IN BOOK 46, PAGE 12 OF RECORDS OF SURVEY, RECORDS OF SAID RECORDER, OF SAID COUNTY, AND DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID PARCEL 4;

THENCE S 89°27'41" W ALONG THE SOUTHERLY LINE OF SAID PARCEL 4, A DISTANCE OF 18.323 METERS TO THE **TRUE POINT OF BEGINNING**;

THENCE S 89°27'41" W CONTINUING ALONG SAID SOUTHERLY LINE OF PARCEL 4, A DISTANCE OF 82.681 METERS TO THE SOUTHWEST CORNER OF SAID PARCEL 4;

THENCE N 00°59'10" E ALONG THE WESTERLY LINE OF SAID PARCEL 4, A DISTANCE OF 102.840 METERS TO THE NORTHWEST CORNER OF SAID PARCEL 4;

THENCE N 89°40'40" E ALONG THE NORTHERLY LINE OF SAID PARCEL 4, A DISTANCE OF 85.745 METERS TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1795.094 METERS AND AN INITIAL RADIAL BEARING OF N 88°28'09" W, SAID CURVE IS CONCENTRIC WITH AND 33.525 METERS WESTERLY OF, AS MEASURED RADIALLY FROM THE CENTERLINE OF STATE ROUTE 79;

THENCE SOUTHERLY ALONG THE ARC OF SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 01°31'28", AN ARC DISTANCE OF 47.761 METERS TO A POINT ON A PARALLEL LINE 33.525 METERS WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF STATE ROUTE 79;

THENCE S 03°03'19" W ALONG SAID PARALLEL LINE, A DISTANCE OF 54.884 METERS TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 8,666.9 SQUARE METERS, 93,290 SQUARE FEET, OR 2.142 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.

0527-020

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *Timothy F. Rayburn*

DATE: 9/30/09

PAGE 1 OF 1

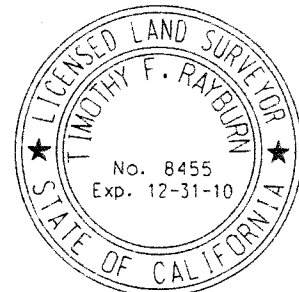
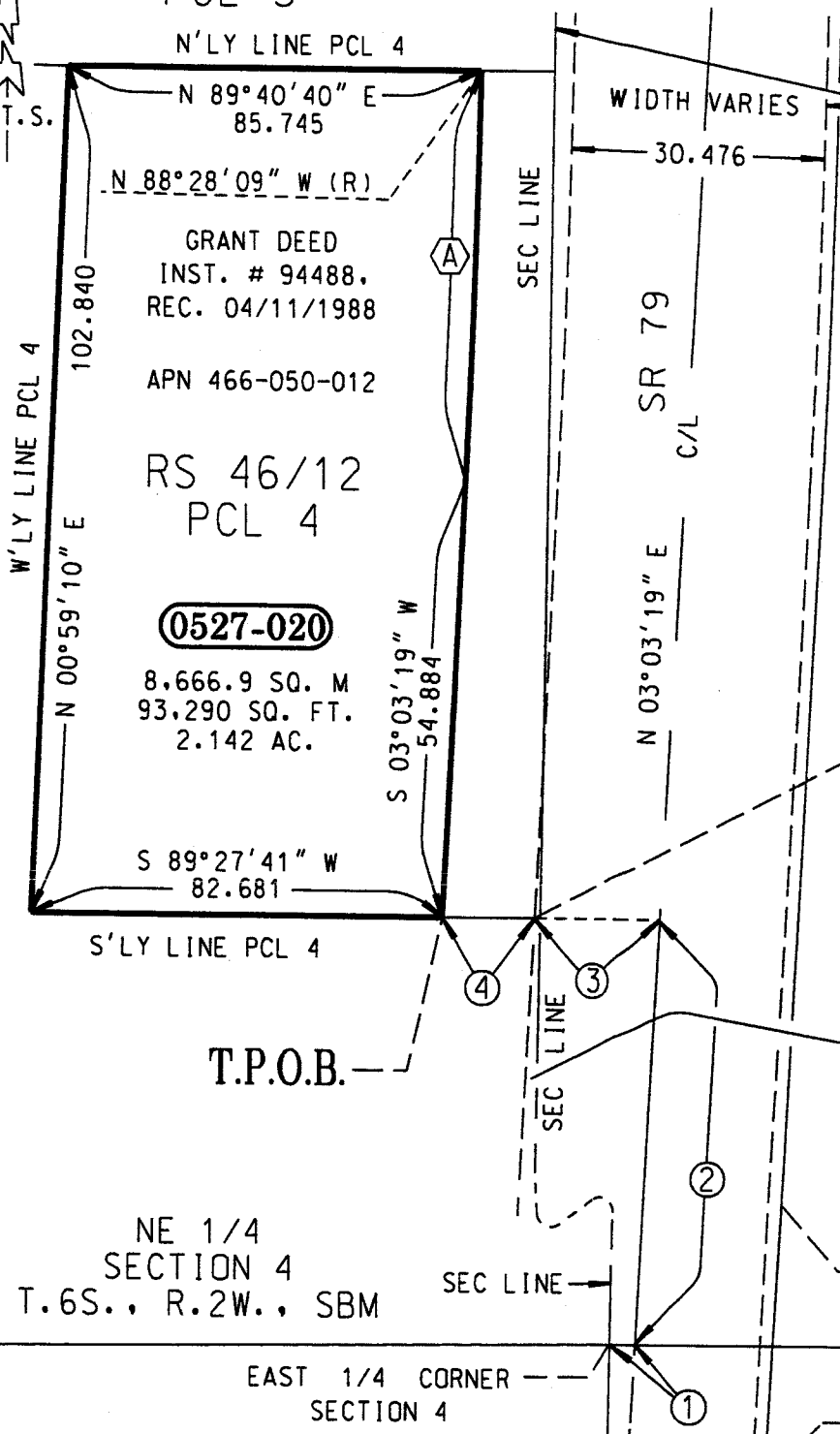


EXHIBIT "B"

RS 46/12  
PCL 3

0527-020



R/W PER  
O.R. 1045/70-72,  
REC. 01/18/1949  
(WIDTH VARIES)

LINE DATA

- ① N 89°53'41" W - 0.016
- ② N 03°03'19" E - 403.011
- ③ S 89°27'41" W - 15.268
- ④ S 89°27'41" W - 18.323

CURVE DATA

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P.O.C.

(SE COR PCL 4)

PM 15532  
PM 115/57-66  
PCL 1

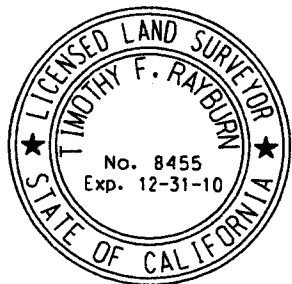
R/W PER  
O.R. 1079/96-98  
REC. 05/24/1949

SECTION 3  
T.6S., R.2W., SBM

LISTON WAY VACATED  
PER INST. NO. 126549  
REC. 04/09/1996

NE 1/4  
SECTION 4  
T.6S., R.2W., SBM

EAST 1/4 CORNER  
SECTION 4



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.: 0527-020
PROJECT: STATE ROUTE 79	PREPARED BY: BC <sub>III</sub>
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.
APPROVED BY: <i>Timothy F. Rayburn</i> DATE: 9/30/09	DATE: SEPTEMBER, 2009
	W.O. NO.: B4-0527
	SHEET 1 OF 1

# Exhibit "C"

Fixtures and Items that County has approved to be removed

## Inside the house:

- Stove
- Stove Hood – **only if replaced**
- Refrigerator
- Fans
  - In Kitchen – **only if replaced with light fixture**
  - In Dining Room – **only if replaced with light fixture**
- Chandelier in Dining Room – **only if replaced with light fixture**
- Swamp Cooler / Air Conditioner in Living Room – **only if the hole that is left from removing the Swamp Cooler / Air Conditioner is repaired.**

## Outside the house:

- All living things
  - Trees
    - All Palm Trees
    - Lemon Tree
    - Pomegranate Tree
    - Pine Tree
  - Flowers
  - Bushes
- Lions on Pillars
- Arch Way
- All Light Fixtures – **only if replaced with new light fixtures**
- Steel Garage – car port/shade
- Light Post