

313 A



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

**FROM:** Economic Development Agency and Transportation Department

**SUBMITTAL DATE:**  
February 3, 2010

**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 461-220-012 and authorize the Chairman of the Board to execute these agreements 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)

Juan C. Perez, Director  
Transportation Department

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$98,100	<b>In Current Year Budget:</b>	No
	<b>Current F.Y. Net County Cost:</b>	\$ -0-	<b>Budget Adjustment:</b>	Yes
	<b>Annual Net County Cost:</b>	\$ -0-	<b>For Fiscal Year:</b>	09/10

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

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

BY: Jennifer L. Sargent  
County Executive Office Signature

Consent  
 Policy  
 Consent  
 Policy

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

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

ATTACHMENTS FILED  
 WITH THE CLERK OF THE BOARD

3.18

FISCAL PROCEDURES APPROVED  
 ROBERT E. BYRD, AUDITOR-CONTROLLER  
 BY: Samuel Wong 3/2/10  
 SAMUEL WONG  
 CONCURRENCE  
 DATE: 3/2/10  
 FORM APPROVED COUNTY COUNSEL  
 BY: Cynthia M. Guinzel  
 SYNTHIA M. GUINZEL

**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 \$71,773 to purchase a portion of Assessor's Parcel Number 461-220-012, \$12,427 for a temporary construction easement of Assessor's Parcel Number 461-220-012 and \$13,900 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 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 and temporary construction easement of a portion of Assessor's Parcel Number 461-220-012 from Winchester 12, LP, for a price of \$84,200. There are costs of \$13,900 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 and temporary construction easement of a portion of Assessor's Parcel Number 461-220-012:

Acquisition:	\$71,773
Temporary Construction Easement:	\$12,427
Estimated Title and Escrow Charges:	\$ 2,000
Preliminary Title Report:	\$ 400
Appraisal:	\$ 8,000
EDA Real Property Staff Time:	\$ 3,500
Total Estimated Acquisition Costs:	\$98,100

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 2009/2010. 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	\$8,400
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### Increase Appropriations:

10000-7200400000-525400	Title Company Services	\$ 400
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10000-7200400000-524550	Appraisal Services	\$8,000
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PROJECT: STATE ROUTE 79 (WINCHESTER)  
ROAD WIDENING  
PARCEL: 21150-1  
APN: 461-220-012 (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 WINCHESTER 12 PARTNERS, LP, herein called "Grantor".

Grantor has executed and will deliver to Craig Olsen, Real Property Agent for the County or to the designated escrow company, a Grant Deed in favor of the State of California dated \_\_\_\_\_, identifying a portion of Assessor's Parcel Number 461-220-012, referenced as Parcel 21150-1 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 Seventy One Thousand Seven Hundred Seventy Three Dollars (\$71,773) for the property, or interest therein, conveyed by said deed(s), 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, attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or indirectly, by either (a) the presence in, on, within, under, or about the parcel of hazardous materials, toxic substances, or hazardous substances as a result of Grantor's use, storage, or generation of

1 such materials or substances or (b) Grantor's failure to comply with any federal, state, or local  
2 laws relating to such materials or substances. For the purpose of this agreement, such  
3 materials or substances shall include without limitation hazardous substances, hazardous  
4 materials, or toxic substances as defined in the Comprehensive Environmental Response,  
5 Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the  
6 Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource  
7 Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances  
8 defined as hazardous wastes in Section 25117 of the California Health and Safety Code or  
9 hazardous substances in Section 25316 of the California Health and Safety Code; and in the  
10 regulations adopted in publications promulgated pursuant to said laws.

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

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

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

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

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

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

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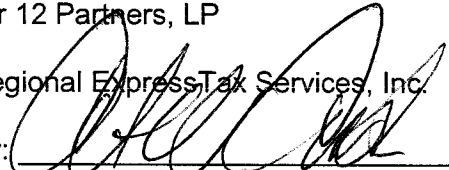
1                   8. Grantor, its assigns and successors in interest, shall be bound by all the  
2 terms and conditions contained in this agreement, and all the parties thereto shall be jointly  
3 and severally liable thereunder.

4 Dated: 12/27/08

5 **GRANTOR:**

6 Winchester 12 Partners, LP

7 By: Regional Express Tax Services, Inc.

8 By:   
9 Albert W. Anderson  
10 Its: Secretary / Treasurer

11 **COUNTY OF RIVERSIDE**

12 **ATTEST:**


13 Kecia Harper-Ihem  
14 Clerk of the Board

15 By: \_\_\_\_\_  
16 Marion Ashley, Chairman  
17 Board of Supervisors

18 By: \_\_\_\_\_  
19 Deputy

20 **APPROVED AS TO FORM:**

21 Pamela J. Walls  
22 County Counsel

23 By:   
24 Cynthia M. Gunzel  
25 Deputy County Counsel

CO:jw 22  
08/20/09  
218TR  
12.701 23

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

BEING A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, AS DESCRIBED IN A GRANT DEED RECORDED JUNE 2, 2005, AS INSTRUMENT NO. 440879, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND SHOWN AS THE REMAINDER PARCEL ON PARCEL MAP 28605, BOOK 203, PAGES 99 THROUGH 102, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAID RECORDER OF SAID COUNTY, AND DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF STATE ROUTE 79, WINCHESTER ROAD (20.420 METER HALF-WIDTH) AND DOMENIGONI PARKWAY (29.258 METER HALF-WIDTH) AS SHOWN ON RIGHT-OF-WAY MAP 929-DD, RECORDS OF THE COUNTY SURVEYOR OF SAID COUNTY;

THENCE N 89°38'14" W, ALONG THE CENTERLINE OF SAID DOMENIGONI PARKWAY, A DISTANCE OF 33.525 METERS;

THENCE S 00°21'46" W, A DISTANCE OF 29.258 METERS, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DOMENIGONI PARKWAY, AS DESCRIBED IN INSTRUMENT NO. 367182, RECORDED MAY 17, 2004, RECORDS OF SAID RECORDER, SHOWN AS PARCEL 0785-018A ON SAID RIGHT-OF-WAY MAP 929-DD, ALSO BEING THE NORTHERLY LINE OF A DRAINAGE EASEMENT DESCRIBED IN INSTRUMENT NO. 998483, RECORDED DECEMBER 23, 2003, RECORDS OF SAID RECORDER, SHOWN AS PARCEL 0785-018D ON SAID RIGHT-OF-WAY MAP 929-DD, SAID POINT BEING 33.525 METERS WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF STATE ROUTE 79, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 89°38'14" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND NORTHERLY LINE OF SAID DRAINAGE EASEMENT, A DISTANCE OF 5.474 METERS, TO AN ANGLE POINT THEREIN;

THENCE S 52°17'30" E, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND NORTHERLY LINE OF SAID DRAINAGE EASEMENT, A DISTANCE OF 0.015 METERS, TO A POINT 28.039 METERS WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF STATE ROUTE 79, SAID POINT BEING ON THE WESTERLY LINE OF THAT CERTAIN "TRANSPORTATION EASEMENT" SHOWN ON SAID PARCEL MAP 28605;

THENCE S 00°21'46" W, ALONG SAID WESTERLY LINE OF THE "TRANSPORTATION EASEMENT" PARALLEL WITH, AND DISTANT 28.039 METERS WESTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 128.276 METERS, TO A POINT ON THE NORTH LINE OF PARCEL 3 OF SAID PARCEL MAP 28605;

THENCE N 89°38'14" W, ALONG SAID NORTH LINE, A DISTANCE OF 5.486 METERS, TO A POINT 33.525 METERS WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF STATE ROUTE 79;

THENCE N 00°21'46" E, PARALLEL WITH AND DISTANT 33.525 METERS WESTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 128.285 METERS, TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 703.8 SQUARE METERS, 7,575 SQUARE FEET, OR 0.174 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.



**EXHIBIT "A"**  
**LEGAL DESCRIPTION (CONTINUED)**

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

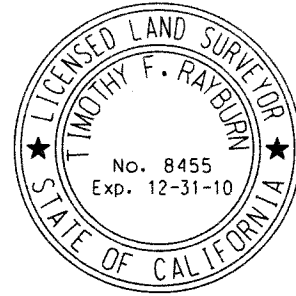
REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000014 / 1 THROUGH 60, INCLUSIVE, ON FILE AS MAP NUMBER 205 / 401 THROUGH 460, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

08-RIV-79-KP25.83-21150 (21150-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *Timothy F. Rayburn*

DATE: 9/22/09



**EXHIBIT "B"**

08-RIV-KP25.83-21150 (21150-1)



PCL 2 PM 203/99-102

INDICATES RESTRICTED ACCESS

R/W PER  
O.R. 1045/73-76

R/W PER PCL 0785-018A  
INST. # 367182 REC. 05/17/2004

P.O.C.

C/L N 89°38'14" W DOMENIGONI

PARKWAY

R/W PER LOT "V" PM 28605 203/99-102

R/W PER LOT "B"  
PM 28605  
203/99-102

T.P.O.B.

DRAINAGE EASEMENT PER PCL 0785-018D  
INST. # 998483 REC. 12/23/2003

APN 461-220-012 GRANT DEED DETAIL "A"  
INST. # 440879  
REC. 06/02/2005

**21150-1**

703.8 SQ. M  
7,575 SQ. FT.  
0.174 AC.

R/W PER TRANS.  
ESMT., AS SHOWN  
ON PM 28605  
203/99-102

REMAINDER PCL

LINE DATA

- ① N 89°38'14" W - 33.525
- ② S 00°21'46" W - 29.258
- ③ S 89°38'14" E - 5.474
- ④ S 52°17'30" E - 0.015
- ⑤ N 89°38'14" W - 5.486

28.039

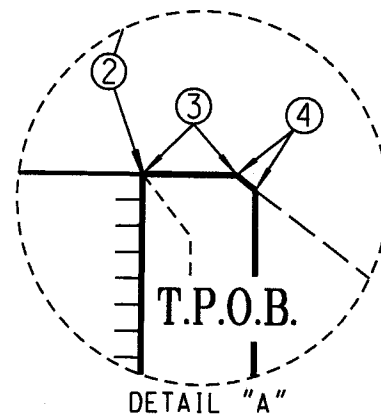
N 00°21'46" E 128.285

128.276

N 00°21'46" E

S 00°21'46" W

33.525



T.P.O.B.

DETAIL "A"

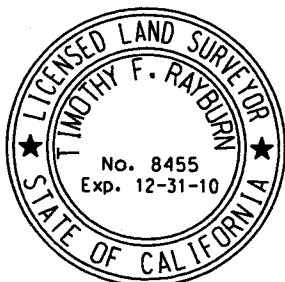
PCL 3

SECTION 33

T.5S., R.2W., S.B.M.

SECTION 34

T.5S., R.2W., S.B.M.



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.: 21150-1

PROJECT: STATE ROUTE 79

PREPARED BY: KNV

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: SEPTEMBER, 2009

W.O. NO.: B4-0527

APPROVED BY: *Timothy F. Rayburn* DATE: 9/22/09

SHEET 1 OF 1

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

3 WINCHESTER 12 PARTNERS, LP (Herein referred to as "Grantor")

4 PROJECT: STATE ROUTE 79  
(WINCHESTER) ROAD  
WIDENING  
5 PARCEL: 21150-2  
6 APN: 461-220-012 (PORTION)

7 TEMPORARY CONSTRUCTION AGREEMENT

8 1. The right is hereby granted County to enter upon and use the land of Grantor  
9 in the County of Riverside, State of California, described as portion of Assessor's Parcel  
10 Number 461-220-012, highlighted on the map attached hereto, and made a part hereof, for all  
purposes necessary to facilitate and accomplish the construction of State Route 79  
(Winchester Road).

11 2. The temporary construction easement, used during construction of the project  
12 consists of approximately six thousand nine hundred four (6,904) square feet as designated  
on the attached map, referenced as Exhibit "A".

13 3. A thirty (30) day written notice shall be given to Grantor prior to using the rights  
14 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.

15 4. It is understood that the County may enter upon Grantor's property where  
16 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  
17 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  
20 its 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  
7 terms and conditions contained in this agreement, and all the parties thereto shall be jointly  
8 and severally liable thereunder.

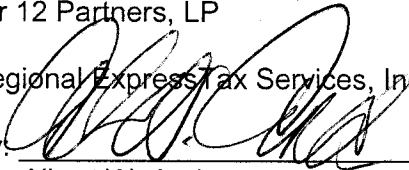
9 13. County shall pay to the order of Grantor the sum of Twelve Thousand Four  
10 Hundred Twenty Seven Dollars (\$12,427) for the right to enter upon and use Grantor's land in  
11 accordance with the terms hereof.

12 Dated: 10/1/09

**GRANTOR:**

Winchester 12 Partners, LP

By: Regional Express Tax Services, Inc.

By: 

Albert W. Anderson

Its: Secretary / Treasurer

**COUNTY OF RIVERSIDE**

**ATTEST:**

16 Kecia Harper-Ihem  
17 Clerk of the Board

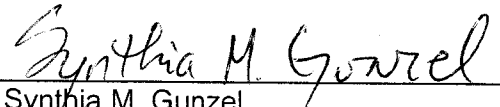
By: \_\_\_\_\_  
Marion Ashley, Chairman

Board of Supervisors

18 By: \_\_\_\_\_  
19 Deputy

**APPROVED AS TO FORM:**

20 Pamela J. Walls  
21 County Counsel

22 By: 

23 Synthia M. Gunzel  
Deputy County Counsel

CO:jw 24  
08/20/09  
218TR  
12.701 25

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**TEMPORARY CONSTRUCTION EASEMENT**

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES OVER A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, AS DESCRIBED IN A GRANT DEED RECORDED JUNE 2, 2005, AS INSTRUMENT NO. 440879, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND SHOWN AS THE REMAINDER PARCEL ON PARCEL MAP 28605, BOOK 203, PAGES 99 THROUGH 102, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAID RECORDER OF SAID COUNTY, AND DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF STATE ROUTE 79, WINCHESTER ROAD (20.420 METER HALF-WIDTH) AND DOMENIGONI PARKWAY (29.258 METER HALF-WIDTH) AS SHOWN ON RIGHT-OF-WAY MAP 929-DD, RECORDS OF THE COUNTY SURVEYOR OF SAID COUNTY;

THENCE N 89°38'14" W, ALONG THE CENTERLINE OF SAID DOMENIGONI PARKWAY, A DISTANCE OF 33.525 METERS;

THENCE S 00°21'46" W, A DISTANCE OF 29.258 METERS, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DOMENIGONI PARKWAY, AS DESCRIBED IN INSTRUMENT NO. 367182, RECORDED MAY 17, 2004, RECORDS OF SAID RECORDER, SHOWN AS PARCEL 0785-018A ON SAID RIGHT-OF-WAY MAP 929-DD, ALSO BEING THE NORTH LINE OF A DRAINAGE EASEMENT DESCRIBED IN INSTRUMENT NO. 998483, RECORDED DECEMBER 23, 2003, RECORDS OF SAID RECORDER, SHOWN AS PARCEL 0785-018D ON SAID RIGHT-OF-WAY MAP 929-DD, SAID POINT BEING 33.525 METERS WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF DOMENIGONI PARKWAY, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 00°21'46" W, PARALLEL WITH, AND DISTANT 33.525 METERS WESTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 128.285 METERS, TO THE NORTH LINE OF PARCEL 3 OF SAID PARCEL MAP 28605;

THENCE N 89°38'14" W, ALONG SAID NORTH LINE, A DISTANCE OF 5.000 METERS, TO A POINT 38.525 METERS WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF STATE ROUTE 79;

THENCE N 00°21'46" E, PARALLEL WITH, AND DISTANT 38.525 METERS WESTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 128.285 METERS, TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF SAID DOMENIGONI PARKWAY AND NORTHERLY LINE OF SAID DRAINAGE EASEMENT;

THENCE S 89°38'14" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND NORTHERLY LINE OF SAID DRAINAGE EASEMENT, A DISTANCE OF 5.000 METERS TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 641.4 SQUARE METERS, 6,904 SQUARE FEET, OR 0.158 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 BY 1.000100842 TO OBTAIN GROUND DISTANCES.

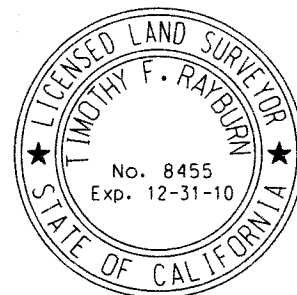
REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000014 / 1 THROUGH 60, INCLUSIVE, ON FILE AS MAP NUMBER 205 / 401 THROUGH 460, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

08-RIV-79-KP25.83-21150 (21150-2)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *Timothy F. Rayburn*

DATE: 9/22/09



**EXHIBIT "B"**

**TEMPORARY CONSTRUCTION EASEMENT**

08-RIV-KP25.83-21150 (21150-2)



PM 203/99-102

PCL 2

R/W PER  
O.R. 1045/73-76

SR 79

P.O.C.

R/W PER PCL 0785-018A  
INST. # 367182 REC. 05/17/2004

C/L = N 89°38'14" W = DOMENIGONI

R/W PER LOT "V" PM 28605 203/99-102

C/L - PARKWAY

R/W PER LOT "B"  
PM 28605  
203/99-102

T.P.O.B.

DRAINAGE EASEMENT PER PCL 0785-018D  
INST. # 998483 REC. 12/23/2003

APN 461-220-012  
GRANT DEED  
INST. # 440879  
REC. 06/02/2005

PM 28605

**21150-2**

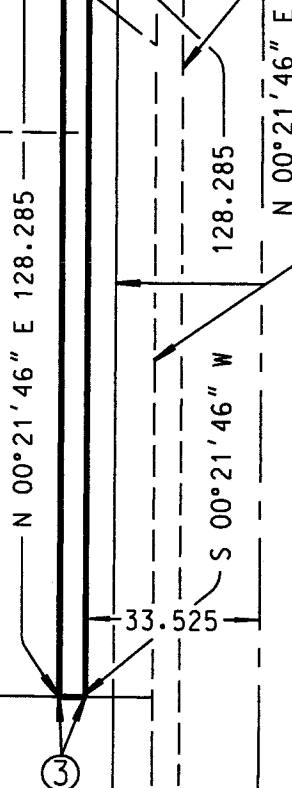
641.4 SQ. M  
6904 SQ. FT.  
0.158 AC.

R/W PER TRANS.  
ESMT., AS SHOWN  
ON PM 28605  
203/99-102

REMAINDER PCL

LINE DATA

- ① N 89°38'14" W - 33.525
- ② S 00°21'46" W - 29.258
- ③ N 89°38'14" W - 5.000
- ④ S 89°38'14" E - 5.000



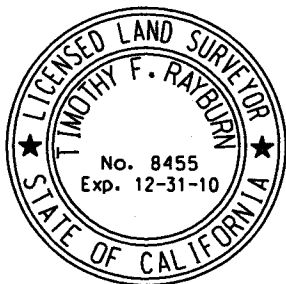
PCL 3

SECTION 33

T.5S., R.2W., S.B.M.

SECTION 34

T.5S., R.2W., S.B.M.



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.: 21150-2

PROJECT: STATE ROUTE 79

PREPARED BY: KNV

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: SEPTEMBER, 2009

W.O. NO.: B4-0527

APPROVED BY: *Timothy F. Rayburn* DATE: 9/22/09

SHEET 1 OF 1