

209A



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

FROM: Economic Development Agency and Transportation Department

SUBMITTAL DATE:
December 22, 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 for Parcel 21117-1 within a portion of Assessor's Parcel Numbers 476-010-015 and 476-010-016 and Temporary Construction Agreement for Parcel 21117-2 within a portion of Assessor's Parcel Number 476-010-015 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;

Juan C. Perez, Director
Transportation Department

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$175,476	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

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley

Nays: None

Absent: Tavaglione

Date: March 16, 2010

xc: EDA, Transportation, E.O., Auditor(2)

Kecia Harper-Ihem

Clerk of the Board

Deputy

FISCAL PROCEDURES APPROVED BY: SUSANA GARCIA-BUCANEGRA
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 DATE: 1-6-10
 APPROVED COUNTY COUNSEL BY: SYNTHIA M. GUNZEL
 DATE: 1-6-10

Departmental Concurrence

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

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

District: 3

Agenda Number:

3.35

RECOMMENDED MOTION: (Continues)

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 \$147,879 to purchase Parcel 21117-1 within a portion of Assessor's Parcel Numbers 476-010-015 and 476-010-016 and \$13,347 for a temporary construction easement on Parcel 21117-2 within Assessor's Parcel Number 476-010-015, and \$14,250 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 Economic Development Agency (EDA) has negotiated the acquisition of Parcel 21117-1 within a portion of Assessor's Parcel Numbers 476-010-015 and 476-010-016 and temporary construction easement of Parcel 21117-2 within a portion of Assessor's Parcel Number 476-010-015 from Pinnacle Winchester for a price of \$161,226. There are costs of \$14,250 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 Numbers 476-010-015 and 476-010-016:

Acquisition:	\$147,879
Temporary Construction Easement	\$13,347
Estimated Title and Escrow Charges:	\$2,000
Preliminary Title Report:	\$250
County Appraisal:	\$5,000
Owner Appraisal	\$3,500
EDA Real Property Staff Time:	\$3,500
Total Estimated Acquisition Costs:	\$175,476

While EDA will cover the cost for the due diligence services (Preliminary Title Report and Appraisals) 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	\$8,750
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Increase Appropriations:

10000-7200400000-525400	Title Company Services	\$ 250
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10000-7200400000-524550	Appraisal Services	\$8,500
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PROJECT: STATE ROUTE 79 (WINCHESTER) ROAD
WIDENING
PARCEL: 21117-1
APN: 476-010-015 (portion) and 476-010-016 (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 PINNACLE WINCHESTER, L.P., a California limited partnership, herein called "Grantor".

Grantor has executed and will deliver to Maribel Hyer, 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 Numbers 476-010-015 and 476-010-016, referenced as Parcel 21117-1 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 One Hundred Forty Seven Thousand Eight Hundred Seventy Nine Dollars (\$147,879) 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 such materials or substances or (b) Grantor's failure to comply with any federal, state, or local

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

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

10 3. Any and all moneys payable under this contract, up to and including the
11 total amount of unpaid principal and interest on the note secured by Deed of Trust recorded
12 September 20, 2007, as Instrument No. 2007-0593139, Official Records of Riverside County,
13 shall, upon demand, be made payable to the beneficiary entitled thereunder; said beneficiary
14 to provide a partial reconveyance as Assessor's Parcel Numbers 476-010-015 (portion) and
15 476-010-016 (portion), and to furnish Grantor with good and sufficient receipt showing said
16 moneys credited against the indebtedness secured by said Deed of Trust.

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

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

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

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

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

25 8. 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


1 matters herein contained. This agreement supersedes any and all other prior agreements and
2 understandings, oral or written, in connection therewith. No provision contained herein shall
3 be construed against the County solely because it prepared this agreement in its executed
4 form.

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


8 Dated: MAR 16 2010

GRANTOR:

Pinnacle Winchester, L.P., a California
limited partnership

9 By: 
Bharat K. Lall,

10 Its: President
11 Pinnacle Hospitality, Inc., a Nevada
12 corporation

13 By: 
Suresh Patel

COUNTY OF RIVERSIDE

14
15 **ATTEST:**

16 Kecia Harper-Ihem
17 Clerk to the Board

18 By: 
19 Marion Ashley, Chairman
20 Board of Supervisors

21 By: _____
22 Deputy

23 **APPROVED AS TO FORM:**

24 Pamela J. Walls
25 County Counsel

By: 
Cynthia M. Gunzel
Deputy County Counsel

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCELS 1 AND 3 OF PARCEL MAP NUMBER 11539, ON FILE IN BOOK 64, PAGE 59, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHWEST ONE-QUARTER OF SECTION 28, 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 NORTHWESTERLY HALF-WIDTH) AND KOON STREET (9.143 METER SOUTHERLY HALF-WIDTH), AS SHOWN ON SAID PARCEL MAP;

THENCE S 36°03'34" W ALONG THE CENTERLINE OF SAID STATE ROUTE 79, A DISTANCE OF 38.352 METERS;

THENCE N 53°56'26" W A DISTANCE OF 16.762 METERS TO AN ANGLE POINT IN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROUTE 79 AS SHOWN ON SAID PARCEL MAP, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 36°03'34" W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 282.374 METERS;

(COURSE "A") THENCE N 53°56'26" W, A DISTANCE OF 11.277 METERS TO A POINT 28.039 METERS NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF STATE ROUTE 79;

(COURSE "B") THENCE N 36°03'34" E, A DISTANCE OF 288.120 METERS TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID KOON STREET;

THENCE S 26°56'25" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 12.657 METERS TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 3,216.7 SQUARE METERS, 34,624 SQUARE FEET, OR 0.795 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 17.25-21117 (21117-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 7/01/09

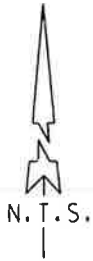


EXHIBIT "B"

08-RIV-79-KP 17.25-21117 (21117-1)

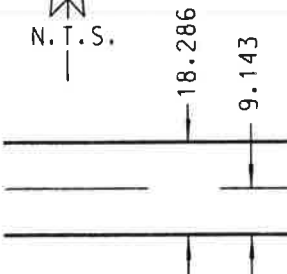
SECTION 28

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



NOTE:

▬▬▬ INDICATES RESTRICTED ACCESS



KOON STREET

N 89°57'16" W

SEE DETAIL

PM 11539
PM 64/59
PCL 1

T.P.O.B.

P.O.C.

21117-1

3,216.7 SQ. M
34,624 SQ. FT.
0.795 AC.

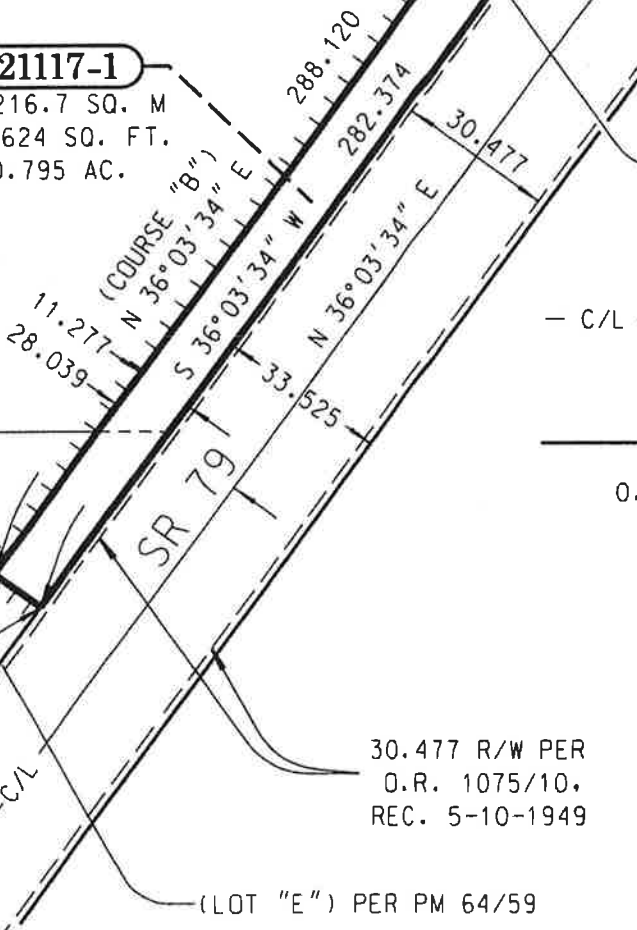
GRANT DEED
INST. NO. 294016,
REC. 5-2-2007

APN 476-010-015

APN 476-010-016

PM 64/59
PCL 3

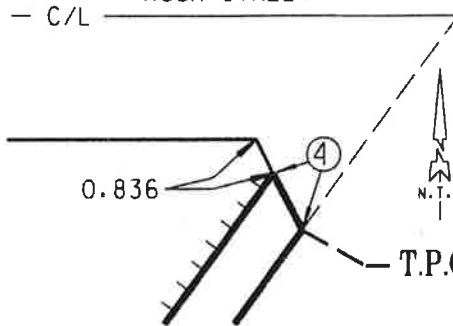
(COURSE "A")



(LOT "F") PER PM 64/59

DETAIL

KOON STREET



T.P.O.B.

30.477 R/W PER
O.R. 1075/10,
REC. 5-10-1949

(LOT "E") PER PM 64/59

LINE DATA

- ① S 36°03'34" W - 38.352
- ② N 53°56'26" W - 16.762
- ③ N 53°56'26" W - 11.277
- ④ S 26°56'25" E - 12.657



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.: 21117-1

PREPARED BY: N.J.C.

SCALE: N.T.S.

REVISED: JULY, 2009

W.O. NO.: B4-0527

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

SHEET 1 OF 1

1 COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA
2 (Herein referred to as "County"), and
3 PINNACLE WINCHESTER, L.P., a California limited partnership (Herein referred to as
4 "Grantor")

PROJECT: STATE ROUTE 79 (WINCHESTER) ROAD
WIDENING
PARCEL(S): 21117-2
APN(s): 476-010-015 (portion)

6
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 476-010-015, highlighted on the map attached hereto, and made a part hereof, for all
11 purposes necessary to facilitate and accomplish the construction of State Route 79
12 (Winchester Road).

13 2. The temporary construction easement, used during construction of the project
14 consists of approximately 0.170 acres or 7,415 square feet as designated on the attached
15 map, referenced as Exhibit "A".

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

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

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

25 6. At the termination of the period of use of Grantor's land by County, but before
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.

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

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.

9. This agreement is the result of negotiations between the parties hereto. This
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
thereof.

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

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

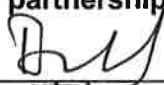
12. Grantor, their assigns and successors in interest, shall be bound by all the terms and conditions contained in this agreement, and all the parties thereto shall be jointly and severally liable thereunder.

13. County shall pay to the order of Grantor the sum of Thirteen Thousand Three Hundred Forty Seven Dollars (\$13,347) for the right to enter upon and use Grantor's land in accordance with the terms hereof.


Dated: MAR 16 2010

GRANTOR:

Pinnacle Winchester, L.P., a California limited partnership


By: 
Bharat K. Lall,


Its: President
Pinnacle Hospitality, Inc., a Nevada corporation

By: 
Suresh Patel

COUNTY OF RIVERSIDE

ATTEST:
Kecia Harper-Ihem
Clerk to the Board

By: 
Marion Ashley, Chairman
Board of Supervisors

By: 
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

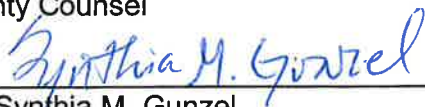
By: 
Cynthia M. Gunzel
Deputy County Counsel

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES OVER A PORTION OF PARCEL 1 OF PARCEL MAP NUMBER 11539, ON FILE IN BOOK 64, PAGE 59, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHWEST ONE-QUARTER OF SECTION 28, 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 NORTHWESTERLY HALF-WIDTH) AND KOON STREET (9.143 METER SOUTHERLY HALF-WIDTH), AS SHOWN ON SAID PARCEL MAP;

~~THENCE N 89°57'16" W ALONG THE CENTERLINE OF SAID KOON STREET, A DISTANCE OF 42.231 METERS;~~

THENCE S 00°02'44" W, A DISTANCE OF 9.143 METERS TO AN ANGLE POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID KOON STREET AS SHOWN ON SAID PARCEL MAP, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 26°56'25" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF KOON STREET, A DISTANCE OF 0.836 METERS TO A POINT 28.039 METERS NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF STATE ROUTE 79;

THENCE S 36°03'34" W, PARALLEL WITH AND 28.039 METERS NORTHWESTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 138.737 METERS;

THENCE N 53°56'26" W, A DISTANCE OF 5.000 METERS TO A POINT 33.039 METERS NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF STATE ROUTE 79;

THENCE N 36°03'34" E, PARALLEL WITH AND 33.039 METERS NORTHWESTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 136.023 METERS TO A POINT OF INTERSECTION WITH SAID SOUTHERLY RIGHT-OF-WAY LINE OF KOON STREET;

THENCE S 89°57'16" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5.260 METERS TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 688.9 SQUARE METERS, 7,415 SQUARE FEET, OR 0.170 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 17.25-21117 (21117-2)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

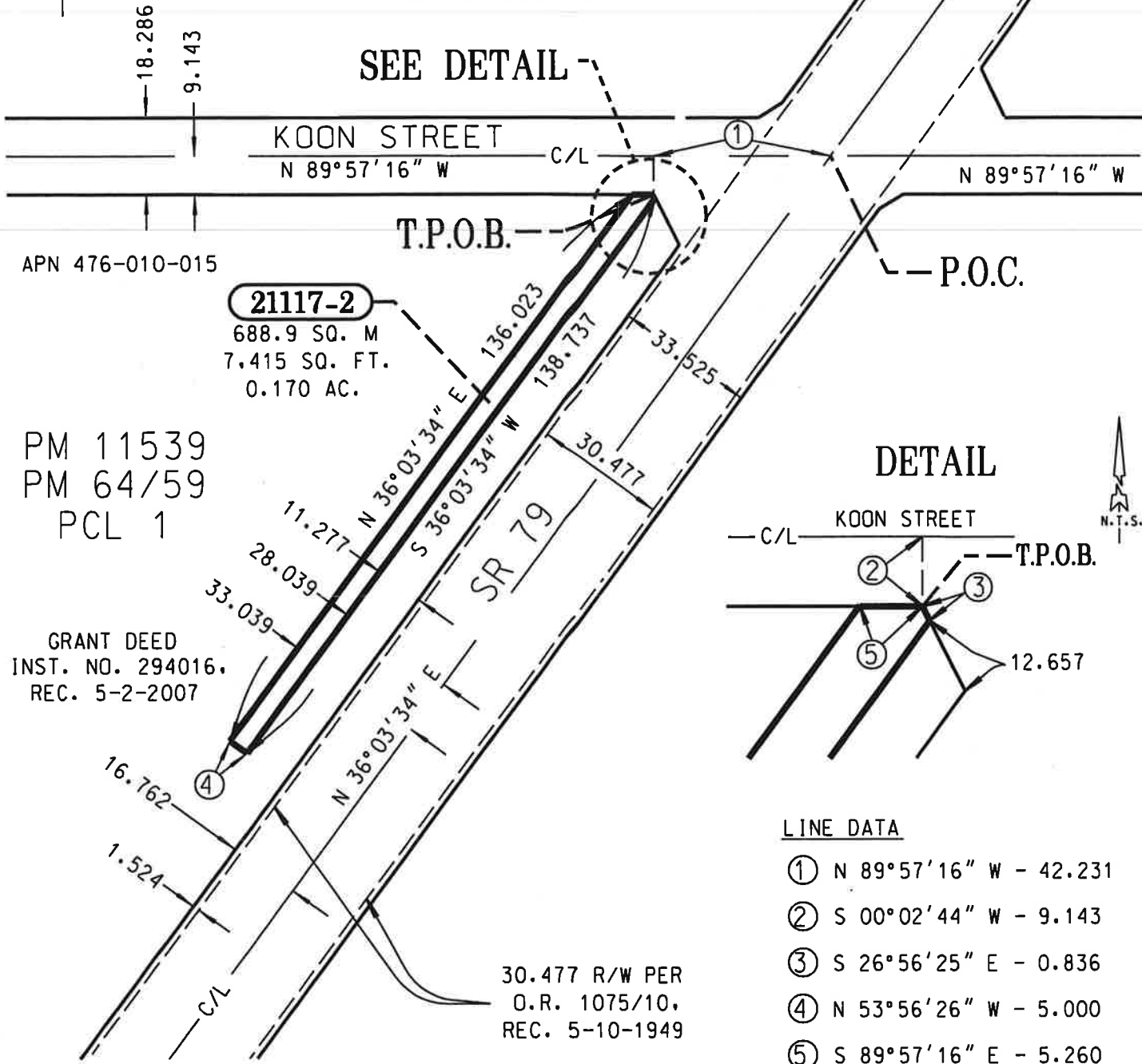
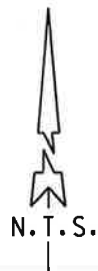
DATE: 3/10/09



EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT
08-RIV-79-KP 17.25-21117 (21117-2)

SECTION 28
T.6S., 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. : 21117-2
PROJECT: STATE ROUTE 79	PREPARED BY: N.J.C.
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: 3/10/09	DATE: FEBRUARY, 2009
	W.O. NO. : B4-0527
	SHEET 1 OF 1