

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

208/A



FROM: Economic Development Agency and Transportation Department

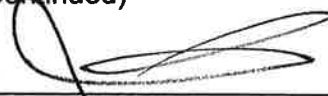
SUBMITTAL DATE:
November 4, 2009

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 21120-1 and Temporary Construction Agreement for Parcels 21120-2 and 21120-3 all within a portion of Assessor's Parcel Number 472-010-014 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)



Juan C. Perez, Director
Transportation Department

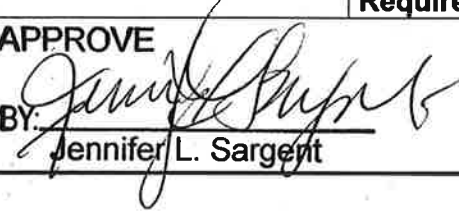


Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$141,027	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: 

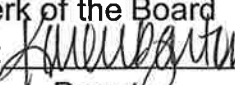
Jennifer L. Sargent

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
By: 

Deputy

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

District: 3

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.36

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: 
 SUSANA GARCIA-BOCANEGRA
 DATE: 11/10/09
 FORM APPROVED COUNTY COUNSEL
 BY: 
 CYNTHIA M. GUNZEL
 DATE: 11/10/09
 Departmental Concurrence

Dept's Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

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 \$99,722 to purchase Parcel 21120-1 and \$26,455 for a temporary construction easement on Parcels 21120-2 and 21120-3 all within Assessor's Parcel Number 472-010-014 and \$14,850 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 a portion of Assessor's Parcel Number 472-010-014 from William R. Liesman for a price of \$126,177. There are costs of \$14,850 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 472-010-014:

Acquisition:	\$ 99,722
Temporary Construction Easement	\$ 26,455
Estimated Title and Escrow Charges:	\$ 1,600
Preliminary Title Report:	\$ 250
Appraisal:	\$ 8,000
Acquisition Administration:	\$ 5,000
Total Estimated Acquisition Costs:	\$141,027

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: 21120-1
APN: 476-010-014 (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 WILLIAM R. LIESMAN, herein called "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 Number 476-010-014, referenced as Parcel 21120-1 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 Ninety Nine Thousand Seven Hundred Twenty Two Dollars (\$99,722) for the property, or interest therein, conveyed by said deed, 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 whether
7 foreseeable or unforeseeable, all costs of any required or necessitated repair, clean-up,
8 detoxification, or decontamination of the parcel, and the preparation and implementation of any
9 closure, remedial action, or other required plans in connection therewith, and such obligation
10 shall continue until the parcel has been rendered in compliance with applicable federal, state,
11 and local laws, statutes, ordinances, regulations, and rules.

3. Any and all moneys payable under this contract, up to and including the
10 total amount of unpaid principal and interest on the note secured by Deed of Trust recorded
11 October 23, 1987, as Instrument No. 1987-305474, Official Records of Riverside County, shall,
12 upon demand, be made payable to the beneficiary entitled thereunder; said beneficiary to
13 provide a partial reconveyance as Assessor's Parcel Number 476-010-014, and to furnish
14 Grantor with good and sufficient receipt showing said moneys credited against the
15 indebtedness secured by said Deed of Trust.

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

4. Any and all moneys payable under this contract, and not demanded by
15 the beneficiary under the first Deed of Trust herein above referred to, up to and including the
16 total amount of the unpaid principal and interest on the note secured by Deed of Trust recorded
17 October 23, 1987, as Instrument No. 1987-305475, Official Records of Riverside County, shall
18 upon demand be made payable to the beneficiary entitled thereunder; said beneficiary to
19 furnish Grantor with good and sufficient receipt showing said moneys credited against the
20 indebtedness secured by said Deed of Trust.

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

5. Any and all moneys payable under this contract, and not demanded by
21 the beneficiary under the first or second Deed of Trust herein above referred to, up to and
22 including the total amount of the unpaid principal and interest on the note secured by Deed of
23 Trust recorded September 29, 2006, as Instrument No. 2006-07424026, Official Records of
24 Riverside County, shall, upon demand be made payable to the beneficiary entitled thereunder;
25 said beneficiary to furnish Grantor with good and sufficient receipt showing said moneys
credited against the indebtedness secured by said Deed of Trust.

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

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

7. Grantor hereby agrees and consents to the dismissal of any condemnation action which has been or may commenced by County in the Superior Court of 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.

8. 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.

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

10. 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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11. Grantor, his 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.

Dated: MAR 16 2010

GRANTOR:

William R. Liesman

By: 
William R. Liesman

COUNTY OF RIVERSIDE

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Marion Ashley, Chairman
Board of Supervisors

By: 
Deputy

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

By: 
Synthia M. Gunzel
Deputy County Counsel

LGH:jw
08/05/09
218TR
12.917

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 4 OF PARCEL MAP NUMBER 19448, ON FILE IN BOOK 118, PAGES 43 AND 44, 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 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 3.542 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, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 57°35'42" W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 6.668 METERS, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID KOON STREET;

THENCE N 89°57'16" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF KOON STREET A DISTANCE OF 10.916 METERS, TO A POINT 28.039 METERS NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF STATE ROUTE 79;

THENCE N 36°03'34" E PARALLEL WITH AND 28.039 METERS NORTHWESTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 238.161 METERS, TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 4;

THENCE S 89°58'52" E ALONG SAID NORTHERLY LINE OF PARCEL 4 A DISTANCE OF 13.946 METERS, TO THE NORTHEAST CORNER OF SAID PARCEL 4, SAID CORNER ALSO BEING A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 79;

THENCE S 36°03'34" W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 233.746 METERS, TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 2,680.4 SQUARE METERS, 28,852 SQUARE FEET, OR 0.662 ACRES, MORE OR LESS.

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

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000100842 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 17.60-21120 (21120-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 7/01/09



EXHIBIT "B"

08-RIV-79-KP 17.60-21120 (21120-1)



PM 70/53
PCL 2

PM 13130
PM 70/53
PCL 3

PM 70/53
PCL 4

SECTION 28 PM 19448
T.6S., R.2W., S.B.M. PM 118/43-44
PCL 4

LINE DATA

- ① N 36°03'34" E - 3.542
- ② N 53°56'26" W - 16.762
- ③ S 57°35'42" W - 6.668
- ④ N 89°57'16" W - 10.916
- ⑤ S 89°58'52" E - 13.946

GRANT DEED
INST. NO. 305472.
REC. 10-23-1987

APN 476-010-014

T.P.O.B.

(LOT "E") PER
PM 118/43-44

9.143

21120-1
2,680.4 SQ. M
28,852 SQ. FT.
0.662 AC.

PM 9508
PM 41/6-7
PCL 3

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

KOON STREET
N 89°57'16" W

P.O.C.

NOTE: 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.

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.: 21120-1

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 WILLIAM R. LIESMAN
4 (Herein referred to as "Grantor")

5 PROJECT: STATE ROUTE 79 (WINCHESTER) ROAD
6 WIDENING
7 PARCELS: 21120-2 AND 21120-3
8 APN: 476-010-014 (portion)

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TEMPORARY CONSTRUCTION AGREEMENT

1. The right is hereby granted County to enter upon and use the land of Grantor in the County of Riverside, State of California, described as portion of Assessor's Parcel Number 476-010-014, 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).

2. The temporary construction easement, used during construction of the project consists of approximately 23,044 square feet as designated on the attached map, referenced as Exhibit "A".

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

4. It is understood that the County may enter upon Grantor's property where 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.

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.

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 he is the owner of the property described above and that he has 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.

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13. County shall pay to the order of Grantor the sum of Twenty Six Thousand Four Hundred Fifty Five Dollars (\$26,455) for the right to enter upon and use Grantor's land in accordance with the terms hereof.

Dated: MAR 16 2010

GRANTOR:

William R. Liesman

By: 
William R. Liesman

COUNTY OF RIVERSIDE

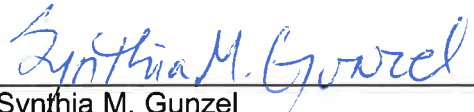
ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Marion Ashley, Chairman
Board of Supervisors

By: 
Deputy

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

By: 
Synthia M. Gunzel
Deputy County Counsel

LGH:jw
08/05/09
218TR
12.917

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES OVER A PORTION OF PARCEL 4 OF PARCEL MAP NUMBER 19448, ON FILE IN BOOK 118, PAGES 43 AND 44, 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 NORTHERLY HALF-WIDTH), AS SHOWN ON SAID PARCEL MAP;

THENCE N 89°57'16" W ALONG THE CENTERLINE OF SAID KOON STREET, A DISTANCE OF 28.018 METERS;

THENCE N 00°02'44" E A DISTANCE OF 9.143 METERS, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID KOON STREET, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 89°57'16" W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 6.181 METERS, TO A POINT 33.039 METERS NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF SAID 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 238.158 METERS, TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 4;

THENCE S 89°58'52" E ALONG SAID NORTHERLY LINE OF PARCEL 4, A DISTANCE OF 6.184 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 238.161 METERS, TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 1190.8 SQUARE METERS, 12,818 SQUARE METERS, OR 0.294 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 17.60-21120 (21120-2)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *David H. Duda*

DATE: 10/17/08

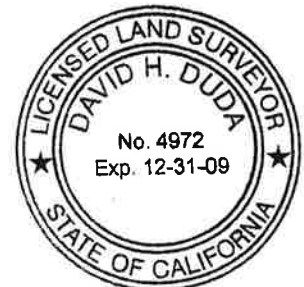
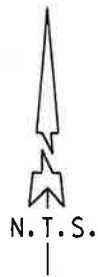


EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT
08-RIV-79-KP 17.60-21120 (21120-2)



PM 70/53
PCL 2

PM 13130
PM 70/53
PCL 3

PM 70/53
PCL 4

SECTION 28

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

LINE DATA

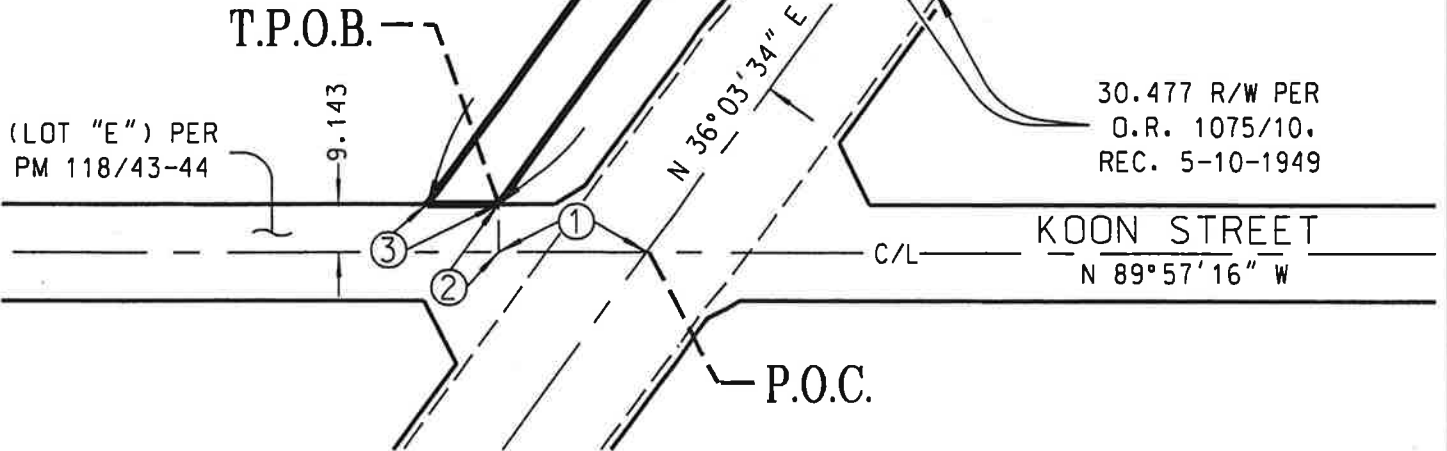
- ① N 89°57'16" W - 28.018
- ② N 00°02'44" E - 9.143
- ③ N 89°57'16" W - 6.181
- ④ S 89°58'52" E - 6.184

PM 19448
PM 118/43-44
PCL 4

21120-2
1,190.8 SQ. M
12,818 SQ. FT.
0.294 AC.

GRANT DEED
INST. NO. 305472,
REC. 10-23-1987

APN 476-010-014



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: 10/17/08

PAR. NO.: **21120-2**

PREPARED BY: N.J.C.

SCALE: N.T.S.

DATE: SEPTEMBER, 2008

W.O. NO.: B4-0527

SHEET 1 OF 1

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES OVER A PORTION OF PARCEL 4 OF PARCEL MAP NUMBER 19448, ON FILE IN BOOK 118, PAGES 43 AND 44, 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 NORTHERLY HALF-WIDTH); AS SHOWN ON SAID PARCEL MAP;

THENCE N 89°57'16" W ALONG THE CENTERLINE OF SAID KOON STREET, A DISTANCE OF 80.003 METERS;

THENCE N 00°02'44" E A DISTANCE OF 9.143 METERS, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID KOON STREET, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 89°57'16" W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 25.000 METERS;

THENCE N 00°02'44" E A DISTANCE OF 38.000 METERS;

THENCE S 89°57'16" E A DISTANCE OF 25.000 METERS;

THENCE S 00°02'44" W A DISTANCE OF 38.000 METERS, TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 950.0 SQUARE METERS, 10,226 SQUARE FEET, OR 0.235 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 17.60-21120 (21120-3)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *Timothy F. Rayburn*

DATE: 3/10/08



EXHIBIT "B"

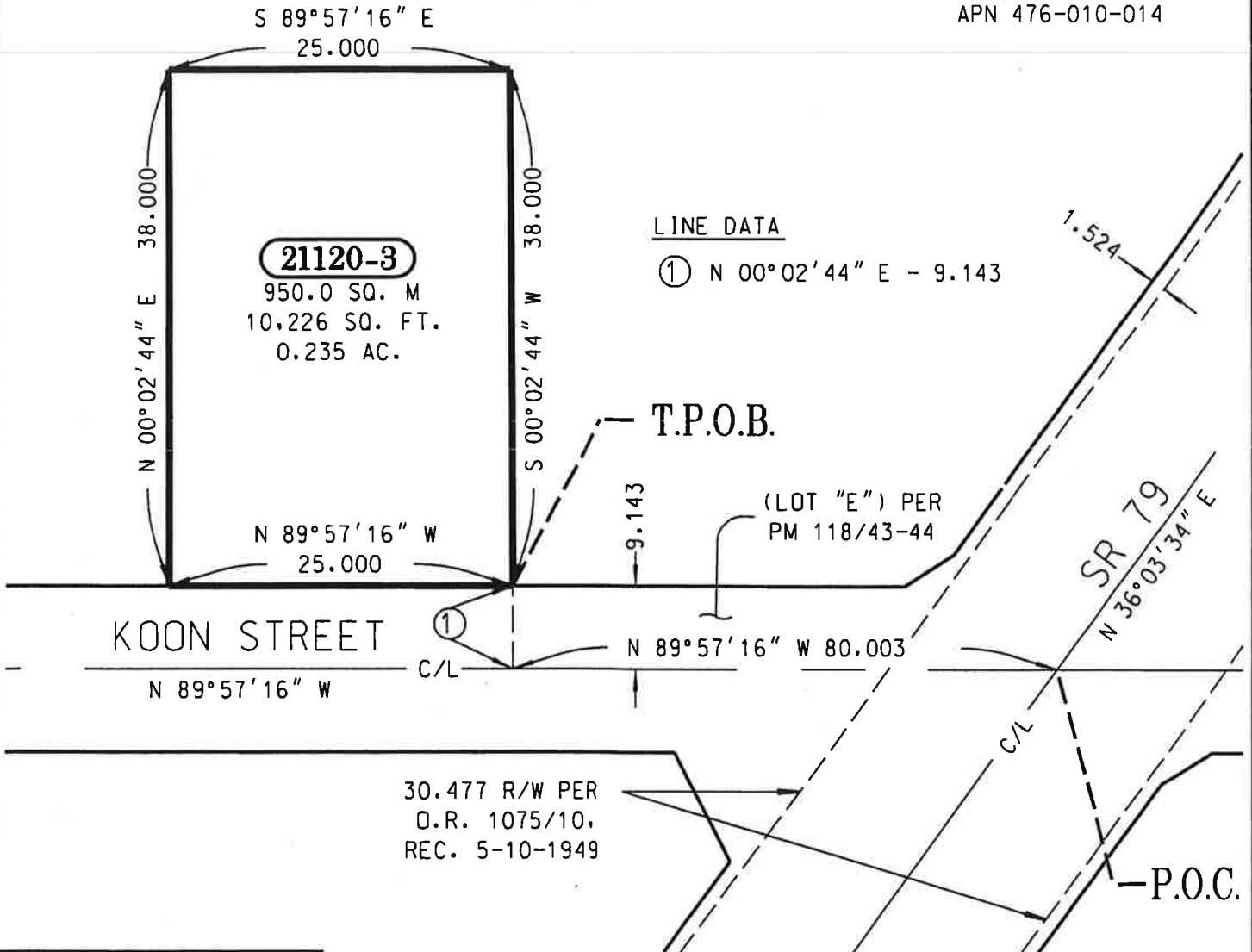
TEMPORARY CONSTRUCTION EASEMENT
08-RIV-79-KP 17.60-21120 (21120-3)

SECTION 28
T.6S., R.2W., S.B.M.

PM 19448
PM 118/43-44
PCL 4

GRANT DEED
INST. NO. 305472,
REC. 10-23-1987

APN 476-010-014



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.

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.: 21120-3

PREPARED BY: N.J.C.

SCALE: N.T.S.

REVISED: FEBRUARY, 2009

W.O. NO.: B4-0527

APPROVED BY: *Timothy F. Rayburn* DATE: 3/10/09

SHEET 1 OF 1