

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

502



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

**SUBMITTAL DATE:**

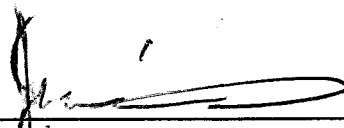
October 21, 2010

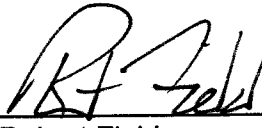
**SUBJECT:** Acquisition Agreement, Temporary Construction Easement Agreement, and Well Agreement for the State Route 79 (Winchester) Road Widening Project

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

1. Approve the attached Acquisition Agreement for Parcels 21145-1, 21146-1, 21146-3, and 0527-016; and Temporary Construction Agreement for Parcels 21145-2 and 21146-4 all within a portion of Assessor's Parcel Numbers 466-360-035 and 466-050-013; 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 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>	Current F.Y. Total Cost:	\$ 1,560,195	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

<b>COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:</b> No	
<b>SOURCE OF FUNDS:</b> Transportation Uniform Mitigation Fee 100%	Positions To Be Deleted Per A-30 <input type="checkbox"/>
	Requires 4/5 Vote <input checked="" type="checkbox"/>

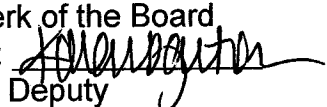
**C.E.O. RECOMMENDATION:** APPROVE

**County Executive Office Signature** BY:   
Jennifer L. Sargent

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Benoit 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: November 2, 2010  
xc: EDA, Transp., EO, Auditor

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

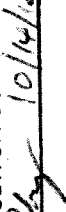

Prev. Agn. Ref.: 3.14 of 3/24/09

District: 3

Agenda Number

**3.23**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED  
 ROBERT E. BYRD, AUDITOR-CONTROLLER  
 BY:  SAMUEL WONG 10/14/10  
 FORM APPROVED COUNTY COUNSEL  
 BY:  CYNTHIA M. GUINDAL 9/29/10  
 DATE: \_\_\_\_\_  
 SYNTHIA M. GUINZEL

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

**RECOMMENDED MOTION:** (Continued)

3. Approve the attached Well Agreement for a portion of Assessor's Parcel Numbers 466-050-013 and 466-360-035, and authorize the Chairman of the Board to execute this agreement on behalf of the County;
4. Authorize the Auditor-Controller to adjust the Economic Development Agency's FY 2010/11 budget as outlined on Schedule A;
5. Authorize and allocate the sum of \$1,146,020 to purchase Parcels 21145-1, 21146-1, 21146-3 and 0527-016; and \$122,000 for a temporary construction easement for Parcels 21145-2 and 21146-4, all within Assessor's Parcel Numbers 466-360-035 and 466-050-013; and \$67,175 to pay all related transaction costs; and,
6. Authorize and allocate the sum of \$225,000 to relocate existing well and installation of new well equipment.

**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 CalTrans.

The Economic Development Agency (EDA) has negotiated the acquisition and a temporary construction easement of a portion of Assessor's Parcel Numbers 466-360-035 and 466-050-013 from Mark Stiefel, Successor Trustee of Trust C, which is established under the Stiefel Community Property Trust and Stiefel Family, L.P. (Stiefel) for a price of \$1,268,020. There are costs of \$67,175 associated with this transaction.

The parcel is improved with a dairy and single-family residences which are served by a well. The existing well and equipment is located within the area needed for the proposed SR-79 Project and will need to be relocated to another portion of the property. The final settlement to drill a new well (including all necessary permits), any additional well drillings, etc., and installation of well equipment is \$225,000.

(Continued)

**BACKGROUND:** (Continued)

Stiefel will execute a Grant Deed in favor of the State of California for a portion of Assessor's Parcel Number 466-360-035, referenced as Parcel 21145-1; a Grant Deed in favor of the State of California for a portion of Assessor's Parcel Number 466-050-013, referenced as Parcel 21146-1; a Grant Deed in favor of the County of Riverside for a portion of Assessor's Parcel Number 466-360-035, referenced as Parcel 0527-016; a Slope Easement Deed in favor of the State of California for a portion of Assessor's Parcel Number 466-050-013, referenced as Parcel 21146-3.

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, temporary construction easement and well agreement of portions of Assessor's Parcel Numbers 466-360-035 and 466-050-013:

Acquisition:	\$1,146,020
Temporary Construction Easement	\$ 122,000
Estimated Title and Escrow Charges:	\$ 5,000
Well Relocation and Well Equipment	\$ 225,000
Preliminary Title Reports:	\$ 500
County Appraisal Reports (including consultant for evaporative ponds):	\$ 31,675
Dual Appraisal Report	\$ 15,000
Owner Appraisal Report	\$ 5,000
Acquisition Administration:	\$ 10,000
Total Estimated Acquisition Costs:	\$1,560,195

While EDA will cover the cost for the due diligence services (Preliminary Title Reports 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 in the 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 2010/11. Thus, no net county cost will be incurred as a result of this transaction.

Schedule A attached.

## SCHEDULE A

Increase Estimated Revenues:

47220-7200400000-777550	Right of Way Services	\$52,175
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Increase Appropriations:

47220-7200400000-525400	Title Company Services	\$ 500
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47220-7200400000-524550	Appraisal Services	\$51,675
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1 PROJECT: STATE ROUTE 79 (WINCHESTER) ROAD  
2 WIDENING  
3 PARCEL(S): 21145-1, 21146-1, 21146-3, and 0527-016  
4 APN(S): 466-050-013 (portion) and 466-360-035 (portion)

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 MARK H.  
8 STIEFEL, SUCCESSOR TRUSTEE OF TRUST C (BY-PASS TRUST) WHICH IS  
9 ESTABLISHED UNDER THE STIEFEL COMMUNITY PROPERTY TRUST, DATED  
10 OCTOBER 6, 1977, AS AMENDED AND RESTATED ON FEBRUARY 25, 1982, AND AS  
11 AMENDED ON MARCH 11, 1992, AS TO AN UNDIVIDED 7.94% INTEREST, STIEFEL  
12 FAMILY, L.P., A CALIFORNIA LIMITED PARTNERSHIP, AS TO AN UNDIVIDED 92.06%  
13 INTEREST, AND JACK AND MARK STIEFEL DAIRY, A CALIFORNIA GENERAL  
14 PARTNERSHIP, herein called "Grantor".

15 Grantor has executed and will deliver to Stephi Villanueva, Senior Real Property Agent  
16 for the County or to the designated escrow company, a Grant Deed in favor of the State of  
17 California dated \_\_\_\_\_, identifying a portion of Assessor's Parcel Number 466-360-035,  
18 referenced as Parcel 21145-1, a Grant Deed in favor of the County of Riverside dated  
19 \_\_\_\_\_, identifying a portion of Assessor's Parcel Number 466-360-035, referenced as  
20 Parcel 0527-016 and described on Exhibits "A" and "B" attached hereto and made a part hereof,  
21 a Grant Deed in favor of the State of California dated \_\_\_\_\_, identifying a portion of  
22 Assessor's Parcel Number 466-050-013, referenced as Parcel 21146-1 and described on  
23 Exhibits "A" and "B" attached hereto and made a part hereof, and an Easement Deed for slope  
24 purposes in favor of the State of California dated \_\_\_\_\_, identifying a portion of Assessor's  
25 Parcel Number 466-050-013, referenced as Parcel 21146-3 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 Nine Hundred Seventy-Eight Thousand Dollars (\$978,000) (Purchase Price) 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 certain title exceptions which appear on all the preliminary title reports by County for the Right-of-Way and are accepted by County in a writing provided to Escrow Holder prior to the Close of Escrow and to provide consideration in the amount of One Hundred Sixty-Eight Thousand Twenty Dollars (\$168,020) for the necessary work to be completed and removed by Grantor referenced as "Cost to Cure Items" as listed in Exhibit "B", attached hereto and made a part hereof.

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

3 1. All real property taxes due and payable as of the Close  
4 of Escrow shall be prorated, paid, and canceled pursuant to the provisions of Section 5081 et.  
5 seq., of the Revenue and Taxation Code.

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

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

12 1. Tender payment in the amount of Eighty-Four Thousand Ten  
13 Dollars (\$84,010) to Grantor representing 50% of the amount for the Necessary Work in the  
14 Cost to Cure Items A-D as listed and defined in Exhibit "B", attached hereto and made a part  
15 hereof.

16 2. Deposit the remaining 50% of the amount due ("CTC  
17 Remainder Funds") in the amount of Eighty-Four Thousand Ten Dollars (\$84,010) for the  
18 Necessary Work in the Cost to Cure Items A-D as listed in Exhibit "B" in Escrow until such  
19 time the Escrow Holder is authorized to tender payment to Grantor.

20 3. Authorize the Escrow Holder, on a prorated basis, the CTC  
21 Remainder Funds upon written acknowledgement of completion of progress by Grantor of the  
22 Necessary Work listed under the Cost to Cure Items A-D as listed in Exhibit "B".

23 D. Construct four lanes on State Route 79 between Domenigoni  
24 Parkway and Thompson Road. The portions bordering Assessor's Parcel Numbers 466-050-  
25 013 and 466-360-035 shall be constructed at the ultimately westerly pavement limit with no  
funding to be provided by Grantor. The improvements shall be constructed in conformance to  
Exhibit "C-1", attached hereto and made a part hereof.

E. Construct a traffic signal with full turning movements at the  
intersection of Holland Road and SR 79, at County's sole expense as part of the Project, as  
shown on Exhibit "C-2", attached hereto and made a part hereof.

F. Construct a traffic signal at the intersection of Construction  
Road and SR 79, at County's sole expense as part of the Project, as shown on Exhibit "C-3",  
attached hereto and made a part hereof.

G. Enter into a separate agreement with Grantor related to  
Grantor's existing well and well equipment.

H. Prohibit the use of groundwater in constructing and  
implementing the Project.

1 I. Maintain full turn access at Holland Road during Project  
2 construction. However, there may be short-term traffic restrictions in order to facilitate  
3 construction.

4 J. Prior to commencement of Project construction, provide Grantor  
5 with telephone number of the selected contractor available to respond to Grantor.

6 2. Grantor shall:

7 A. Retain the contractor(s) to complete the necessary Cost to Cure  
8 work listed in Exhibit "B" and directly compensate each contractor for all costs, fees, and/or  
9 expenses. The County is not responsible for any payment to the selected contractor(s) and  
10 Grantor shall indemnify, defend, protect, and hold County, its officers, employees,  
11 successors, and assigns free and harmless from and against any and all claims, liabilities,  
12 penalties, forfeitures, losses or expenses, including without limitation, attorney's fees,  
13 whatsoever arising from or cause in whole or in part, directly or indirectly, by any actions of  
14 the said contractors.

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

18 C. 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 D. Deliver into Escrow the Lease Amendment ("Lease  
25 Amendment") executed by the lessee under those certain lease agreement with Grantor.

26 E. Provide written acknowledgement of completion of progress of  
27 the Necessary Work to Escrow Holder listed under the Cost to Cure Items A-D as listed in  
28 Exhibit "B".

1           3. Any and all moneys payable under this contract, up to and including the  
2 total amount of unpaid principal and interest on the note secured by Deed of Trust recorded  
3 May 27, 2009, as Instrument No. 2009-0265531, Official Records of Riverside County, shall,  
4 upon demand, be made payable to the beneficiary entitled thereunder; said beneficiary to  
5 provide a partial reconveyance as Assessor's Parcel Numbers 466-050-013 and 466-360-  
6 035, and to furnish Grantor with good and sufficient receipt showing said moneys credited  
7 against the indebtedness secured by said Deed of Trust.

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

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

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

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

          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  
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.

          9. 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.

          10. This Agreement may be executed in one or more counterparts. Each  
shall be deemed an original and all taken together shall constitute one and the same  
instrument.

[SIGNATURES ON NEXT PAGE]



1 Dated: \_\_\_\_\_

**GRANTOR**

2  
3 Mark H. Stiefel, Successor Trustee of Trust C  
4 (By-Pass Trust) which is established under the  
5 Stiefel Community Property Trust, dated October  
6 6, 1977, as amended and restated on February  
7 25, 1982, and as amended on March 11, 1992  
8 as to an undivided 7.94% interest

9 By: Mark H. Stiefel Successor Trustee  
10 Mark H. Stiefel, Successor Trustee

11 Stiefel Family, L.P., a California Limited  
12 Partnership, as to an undivided 92.06% interest

13 By: Mark H. Stiefel General Partner  
14 Mark H. Stiefel  
15 Its: General Partner

16 Jack and Mark Stiefel Dairy, a California general  
17 partnership

18 By: Mark H. Stiefel Catherine A. Stiefel Trust  
19 Mark H. Stiefel, Trustee of the Mark H. and  
20 Catherine A. Stiefel Trust, dated May 18, 2001

**COUNTY OF RIVERSIDE**

21 By: Marion Ashley  
22 Marion Ashley, Chairman  
23 Board of Supervisors

24 **ATTEST**  
25 Kecia Harper-Ihem  
26 Clerk to the Board

27 By: [Signature]  
28 Deputy

**APPROVED AS TO FORM**

29 Pamela J. Walls  
30 County Counsel

31 By: Synthia M. Gunzel  
32 Cynthia M. Gunzel  
33 Deputy County Counsel

SV:ra  
08/23/10  
218TR 23  
12.866

EXHIBIT "A"  
LEGAL DESCRIPTIONS AND PLAT MAPS

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

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, AS DESCRIBED IN TRUST TRANSFER DEED RECORDED OCTOBER 28, 1994, AS INSTRUMENT NO. 414676, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 43, PAGE 3 OF RECORDS OF SURVEY, RECORDS OF SAID RECORDER, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID SECTION 4, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE S 89°57'41" W, ALONG THE SOUTH LINE OF SAID SECTION 4, ALSO BEING THE CENTERLINE OF HOLLAND ROAD (9.143 METER NORTHERLY HALF-WIDTH), AS SHOWN BY SURVEY NUMBER 22 ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR, ADOPTED DECEMBER 9, 1896, PURSUANT TO ROAD RECORD 1-77 ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, CALIFORNIA, AND SURVEY NUMBER 33, ON FILE IN THE OFFICE OF SAID RIVERSIDE COUNTY SURVEYOR, ADOPTED SEPTEMBER 15, 1897, PURSUANT TO ROAD RECORD 1-95 ON FILE WITH SAID CLERK OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY CALIFORNIA, A DISTANCE OF 16.786 METERS, TO THE SOUTHERLY PROLONGATION OF THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 79, WINCHESTER ROAD (VARIABLE HALF-WIDTH), AS DESCRIBED IN AN EASEMENT RECORDED MARCH 9, 1989, AS INSTRUMENT NO. 72297, OFFICIAL RECORDS OF SAID RECORDER;

THENCE N 03°03'15" E, ALONG SAID SOUTHERLY PROLONGATION, A DISTANCE OF 9.156 METERS, TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HOLLAND ROAD, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 89°57'41" W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 16.164 METERS, TO A POINT 33.525 METERS WESTERLY OF AS MEASURED RADIALLY TO THE CENTERLINE OF SAID STATE ROUTE 79 AS DESCRIBED IN BOOK 1045, PAGES 57 THROUGH 60, INCLUSIVE, OF OFFICIAL RECORDS, RECORDED JANUARY 18, 1949, RECORDS OF SAID RECORDER, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1557.374 METERS AND AN INITIAL RADIAL BEARING OF N 88°33'52" W;

THENCE NORTHERLY ALONG SAID CURVE CONCENTRIC WITH AND 33.525 METERS WESTERLY OF SAID CENTERLINE OF STATE ROUTE 79, THROUGH A CENTRAL ANGLE OF 01°37'11", AN ARC DISTANCE OF 44.026 METERS, TO A POINT 33.525 METERS WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF STATE ROUTE 79;

THENCE N 03°03'19" E, PARALLEL WITH, AND 33.525 METERS WESTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 762.376 METERS, TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 4;

THENCE N 89°22'58" E, ALONG SAID NORTH LINE, A DISTANCE OF 16.782 METERS, TO SAID WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 79, AS DESCRIBED IN SAID INSTRUMENT NO. 72297;

THENCE S 03°03'15" W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 806.599 METERS, TO THE **TRUE POINT OF BEGINNING**;

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

CONTAINING 13,504.1 SQUARE METERS, 145,357 SQUARE FEET, OR 3.337 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 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-KP 23.18-21145 (21145-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 9/9/09



EXHIBIT "B"

08-RIV-79-KP 23.18-21145 (21145-1)

PM 15532  
PM 115/57-66

PCL 5

PCL 6



NORTH LINE OF SE 1/4 OF SECTION 4

LISTON WAY VACATED  
PER INST. # 126549  
REC. 04/09/1996

CAL TRANS R/W MAP  
# 912591  
APPROVED 08/25/1969

RS 43/3

PCL 22

PCL 21

21145-1

13,504.1 SQ. M  
145,357 SQ. FT.  
3.337 AC.

PM 15532  
PM 115/57-66

SHEET 3 OF 3

SHEET 2 OF 3

PCL 25

INDICATES RESTRICTED ACCESS

PCL 23

PCL 24

TRUST TRANSFER DEED  
INST. # 414676  
REC. 10/28/1994

APN 466-360-035

SE QUARTER  
SECTION 4  
T.6S., R.2W., S.B.M.

SECTION 3  
T.6S., R.2W., S.B.M.

SECTION 9  
T.6S., R.2W., S.B.M.

SECTION 10  
T.6S., R.2W., S.B.M.

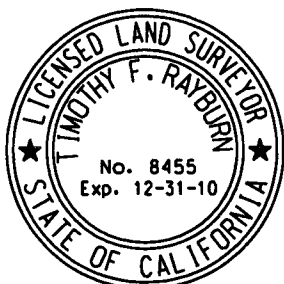
HOLLAND ROAD

T.P.O.B.

P.O.C.

SE COR. SEC. 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.: 21145-1

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: 9/9/09

SHEET 1 OF 3

**EXHIBIT "B"**

08-RIV-79-KP 23.18-21145 (21145-1)

SHEET 3 OF 3

PM 15532  
PM 115/57-66  
PCL 22



CAL TRANS R/W MAP  
# 912591  
APPROVED 08/25/1969

INDICATES RESTRICTED ACCESS

RS 43/3

**21145-1**

13,504.1 SQ. M  
145,357 SQ. FT.  
3.337 AC.

TRUST TRANSFER DEED  
INST. # 414676  
REC. 10/28/1994

APN 466-360-035

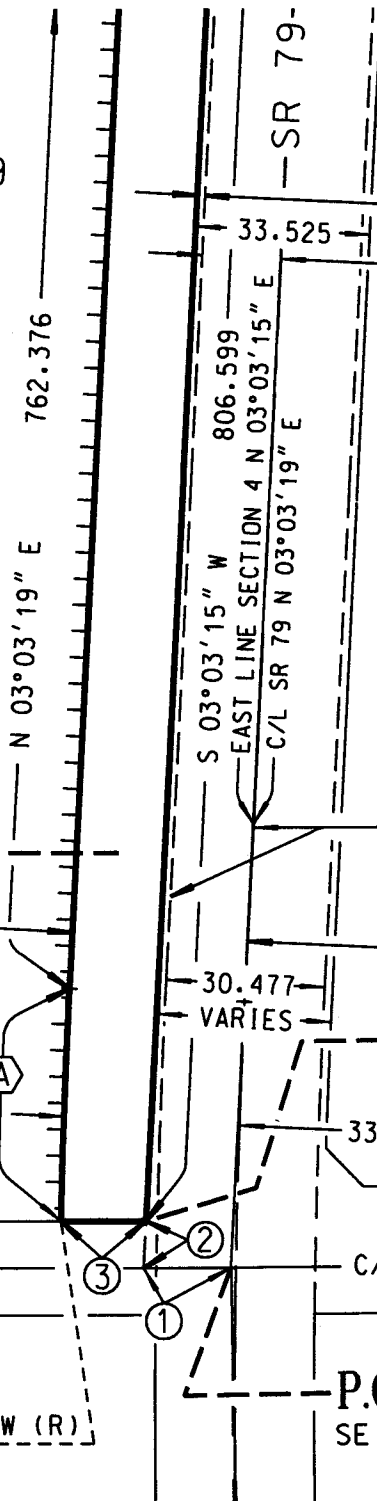
SE QUARTER  
SECTION 4  
T.6S., R.2W., S.B.M.

R/W PER  
SURVEY # 22 & R.R. 1-77  
ADOPTED 12/09/1896 &  
SURVEY # 33 & R.R. 1-95  
ADOPTED 09/15/1897

18.286  
N 89°57'41" E  
SOUTH LINE SECTION 4

SECTION 9  
T.6S., R.2W., S.B.M.

N 88°33'52" W (R)



R/W PER  
INST. # 72297  
REC. 03/09/1989

- LINE DATA
- ① S 89°57'41" W - 16.786
  - ② N 03°03'15" E - 9.156
  - ③ S 89°57'41" W - 16.164

CURVE DATA

△ = 01°37'11"  
R = 1557.374  
L = 44.026  
T = 22.015

R/W PER  
O.R. 1045/57-60  
REC. 01/18/1949

PM 15532  
PM 115/57-66  
PCL 23

SECTION 3  
T.6S., R.2W., S.B.M.

HOLLAND ROAD

SECTION 10  
T.6S., R.2W., S.B.M.  
P.O.C. SE COR. SEC. 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.

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.:	21145-1
PREPARED BY:	KNV
SCALE:	N.T.S.
DATE:	SEPTEMBER, 2009
W.O. NO.:	B4-0527
SHEET 2 OF 3	

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

**EXHIBIT "B"**

08-RIV-79-KP 23.18-21145 (21145-1)

PM 15532  
PM 115/57-66  
PCL 5

INDICATES RESTRICTED ACCESS

N.T.S.

NORTH LINE OF SE 1/4 OF SECTION 4

LISTON WAY VACATED  
PER INST. # 126549  
REC. 04/09/1996

CAL TRANS R/W MAP  
# 912591  
APPROVED 08/25/1969

SECTION 3  
T.6S., R.2W., S.B.M.

PM 15532  
PM 115/57-66  
PCL 22

RS 43/3

R/W PER  
INST. # 72297  
REC. 03/09/1989

**21145-1**

13,504.1 SQ. M  
145,357 SQ. FT.  
3.337 AC.

1.524 — R/W PER  
INST. # 72297  
REC. 03/09/1989

TRUST TRANSFER DEED  
INST. # 414676  
REC. 10/28/1994

LINE DATA

④ N 89°22'58" E - 16.782

APN 466-360-035

R/W PER  
O.R. 1045/57-60  
REC. 01/18/1949

SE QUARTER  
SECTION 4

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

PM 15532  
PM 115/57-66  
PCL 23

SHEET 2 OF 3

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.: **21145-1**

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: 9/9/09

SHEET 3 OF 3

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

BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, AS DESCRIBED IN GRANT DEED RECORDED AUGUST 17, 1998, AS INSTRUMENT NO. 342137, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE EAST QUARTER CORNER OF SAID SECTION 4, SAID CORNER LYING N 89°53'41" W, A DISTANCE OF 0.016 METERS FROM THE INTERSECTION OF THE CENTERLINE OF STATE ROUTE 79, WINCHESTER ROAD (15.238 METER HALF-WIDTH) AS DESCRIBED BY OFFICIAL RECORD 1045, PAGES 57 THROUGH 59, INCLUSIVE, RECORDED JANUARY 18, 1949, AND THE CENTERLINE OF LISTON WAY (18.286 METERS WIDE) AS SHOWN ON PARCEL MAP NUMBER 15532, ON FILE IN BOOK 115, PAGES 57 THROUGH 66, INCLUSIVE, OF PARCEL MAPS, SAID LISTON WAY BEING VACATED PER INSTRUMENT NO. 126549, RECORDED APRIL 9, 1996, ALL RECORDS OF SAID RECORDER;

THENCE S 89°22'58" W ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 15.254 METERS TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROUTE 79, BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING S 89°22'58" W ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 18.325 METERS TO A LINE PARALLEL WITH AND 33.525 METERS WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF STATE ROUTE 79;

(COURSE "A") THENCE N 03°03'19" E ALONG SAID PARALLEL LINE, A DISTANCE OF 9.144 METERS;

THENCE CONTINUING N 03°03'19" E ALONG SAID PARALLEL LINE, A DISTANCE OF 393.914 METERS TO THE SOUTH LINE OF PARCEL 4, AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 46, PAGE 12, OF RECORDS OF SURVEY, RECORDS OF SAID RECORDER;

THENCE N 89°27'41" E ALONG SAID SOUTH LINE OF PARCEL 4, A DISTANCE OF 18.323 METERS TO SAID WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 79;

THENCE S 03°03'19" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 403.032 METERS TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 7,370.5 SQUARE METERS, 79,335 SQUARE FEET, OR 1.821 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.

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. RESERVING HOWEVER, UNTO GRANTOR, GRANTOR'S SUCCESSORS OR ASSIGNS, THE RIGHT OF ACCESS TO SAID STATE ROUTE 79 OVER AND ACROSS SAID "COURSE A", HEREINABOVE DESCRIBED.

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 24.00-21146 (21146-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 9/10/09

PAGE 1 OF 1





**EXHIBIT "B"**

08-RIV-79-KP 24.00-21146 (21146-1)

RS 46/12  
PCL 4

LINE DATA

- ① S 89°22'58" W - 15.254
- ② S 89°22'58" W - 18.325
- ③ N 03°03'19" E - 9.144  
(COURSE "A")
- ④ N 89°27'41" E - 18.323

N.T.S.

GRANT DEED  
INST. # 342137  
REC. 08/17/1998

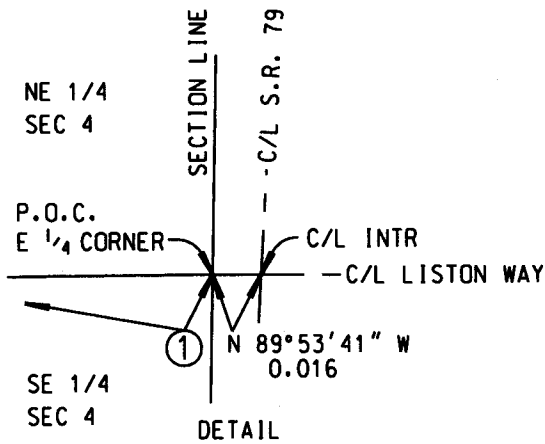
APN 466-050-013

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

PM 15532  
115/57-66  
PCL 5

**21146-1**

7,370.5 SQ. M  
79,335 SQ. FT.  
1.821 AC.



SE 1/4  
SECTION 4

R/W PER  
O.R. 1045/70-72  
REC. 01/18/1949

INDICATES RESTRICTED ACCESS

R/W PER  
O.R. 1045/57-59  
REC. 01/18/1949

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

-T.P.O.B.

LISTON WAY VACATED  
PER INST. 126549 REC. 04/09/1996

P.O.C.  
E 1/4 CORNER SECTION 4  
SEE DETAIL

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.: 21146-1

PREPARED BY: KNV

SCALE: N.T.S.

DATE: SEPTEMBER, 2009

W.O. NO.: B4-0527

SHEET 1 OF 1

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**SLOPE EASEMENT**

BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, AS DESCRIBED IN GRANT DEED RECORDED AUGUST 17, 1998, AS INSTRUMENT NO. 342137, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE EAST QUARTER CORNER OF SAID SECTION 4;

THENCE S 89°53'41" E ALONG THE EAST-WEST CENTER SECTION LINE OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, A DISTANCE OF 0.016 METERS TO THE INTERSECTION OF THE CENTERLINE OF STATE ROUTE 79, WINCHESTER ROAD (15.238 METER HALF-WIDTH) AS DESCRIBED BY OFFICIAL RECORD 1045, PAGES 57 THROUGH 59, INCLUSIVE, RECORDED JANUARY 18, 1949, AND THE CENTERLINE OF LISTON WAY (18.286 METERS WIDE) AS SHOWN ON PARCEL MAP NUMBER 15532, ON FILE IN BOOK 115, PAGES 57 THROUGH 66, INCLUSIVE, OF PARCEL MAPS, SAID LISTON WAY BEING VACATED PER INSTRUMENT NO. 126549, RECORDED APRIL 9, 1996, ALL RECORDS OF SAID RECORDER;

THENCE N 03°03'19" E ALONG SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 185.144 METERS;

THENCE N 86°56'41" W ALONG A LINE PERPENDICULAR TO SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 33.525 METERS TO THE **TRUE POINT OF BEGINNING**;

THENCE N 11°43'47" W, A DISTANCE OF 72.396 METERS;

THENCE N 08°54'56" E, A DISTANCE OF 146.305 METERS, TO THE SOUTH LINE OF PARCEL 4, AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 46, PAGE 12, OF RECORDS OF SURVEY, RECORDS OF SAID RECORDER;

THENCE N 89°27'41" E ALONG SAID SOUTH LINE OF PARCEL 4, A DISTANCE OF 3.544 METERS TO A LINE PARALLEL WITH AND 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 215.762 METERS TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 2,248.8 SQUARE METERS, 24,206 SQUARE FEET, OR 0.556 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.

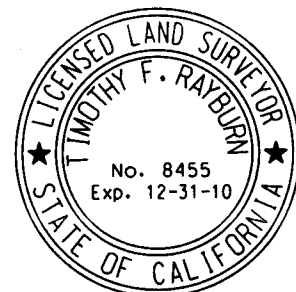
REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000014 / 1 THROUGH 60, INCLUSIVE, ON FILE AS MAP NUMBER 205 / 401 THROUGH 460, INCLUSIVE, IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

08-RIV-79-KP 24.00-21146 (21146-3)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *Timothy F. Rayburn*

DATE: 7/14/09



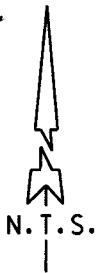
**EXHIBIT "B"**

SLOPE EASEMENT

08-RIV-79-KP 24.00-21146 (21146-3)

RS 46/12

PCL 4



GRANT DEED  
INST. # 342137  
REC. 08/17/1998

APN 466-050-013

**21146-3**  
2,248.8 SQ. M  
24,206 SQ. FT.  
0.556 AC.

- LINE DATA
- ① N 86°56'41" W - 33.525
  - ② N 11°43'47" W - 72.396
  - ③ N 89°27'41" E - 3.544

PM 15532  
115/57-66  
PCL 5

R/W PER  
O.R. 1045/70-72  
REC. 01/18/1949

R/W PER  
O.R. 1045/57-59  
REC. 01/18/1949

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

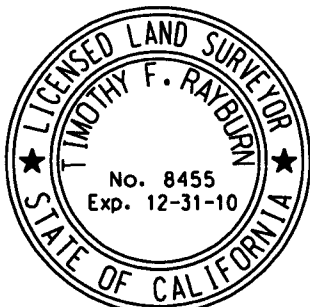
NE 1/4  
SECTION 4  
T.6S., R.2W., SBM

SE 1/4  
SECTION 4

LISTON WAY VACATED  
PER INST. 126549 REC. 04/09/1996

P.O.C.  
E 1/4 CORNER SECTION 4  
SEE DETAIL

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.: 21146-3

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: JULY, 2009

W.O. NO.: B4-0527

APPROVED BY: *Timothy F. Rayburn* DATE: 7/14/09

SHEET 1 OF 1

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

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, AS DESCRIBED IN TRUST TRANSFER DEED RECORDED OCTOBER 28, 1994, AS INSTRUMENT NO. 414676, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 43, PAGE 3 OF RECORDS OF SURVEY, RECORDS OF SAID RECORDER, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID SECTION 4, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE S 89°57'41" W, ALONG THE SOUTH LINE OF SAID SECTION 4, ALSO BEING THE CENTERLINE OF HOLLAND ROAD (9.143 METER NORTHERLY HALF-WIDTH), AS SHOWN BY SURVEY NUMBER 22 ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR, ADOPTED DECEMBER 9, 1896, PURSUANT TO ROAD RECORD 1-77 ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, CALIFORNIA, AND SURVEY NUMBER 33, ON FILE IN THE OFFICE OF SAID RIVERSIDE COUNTY SURVEYOR, ADOPTED SEPTEMBER 15, 1897, PURSUANT TO ROAD RECORD 1-95 ON FILE WITH SAID CLERK OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY CALIFORNIA, A DISTANCE OF 32.457 METERS;

THENCE N 00°02'19" W, A DISTANCE OF 9.143 METERS, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID HOLLAND ROAD, SAID POINT LIES 33.525 METERS WESTERLY OF, AS MEASURED RADIALLY TO THE CENTERLINE OF SAID STATE ROUTE 79 AS DESCRIBED IN BOOK 1045, PAGES 57 THROUGH 60, INCLUSIVE, OF OFFICIAL RECORDS, RECORDED JANUARY 18, 1949, RECORDS OF SAID RECORDER, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 89°57'41" W, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 26.675 METERS,

THENCE N 00°02'19" W, A DISTANCE OF 7.876 METERS TO A POINT 17.019 METERS NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF HOLLAND ROAD;

THENCE N 89°57'41" E, PARALLEL WITH, AND 17.019 METERS NORTHERLY OF SAID CENTERLINE OF HOLLAND ROAD, A DISTANCE OF 26.898 METERS TO A POINT 33.525 METERS WESTERLY OF AS MEASURED ON A RADIAL LINE TO SAID CENTERLINE OF STATE ROUTE 79, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 15557.374 METERS, AND AN INITIAL RADIAL BEARING OF N 88°16'28" W;

THENCE SOUTHERLY ALONG SAID CURVE CONCENTRIC WITH AND 33.525 METERS WESTERLY OF SAID CENTERLINE OF STATE ROUTE 79, THROUGH A CENTRAL ANGLE OF 00°17'24", AN ARC DISTANCE OF 7.883 METERS, TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 210.9 SQUARE METERS, 2,271 SQUARE FEET, OR 0.052 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 DISTANCE.

EXHIBIT "A"  
LEGAL DESCRIPTION (CONTINUED)

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

0527-016

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 9/30/09



**EXHIBIT "B"**

0527-016



SE QUARTER  
SECTION 4  
T.6S., R.2W., S.B.M.

R/W PER  
INST. # 72297 ————— 1.524  
REC. 03/09/1989

CAL TRANS R/W MAP  
# 912591  
APPROVED 08/25/1969

RS 43/3

TRUST TRANSFER DEED  
INST. # 414676  
REC. 10/28/1994

R/W PER  
O.R. 1054/57-60  
REC. 01/18/1949

APN 466-360-035

PM 15532  
PM 115/57-66  
PCL 23

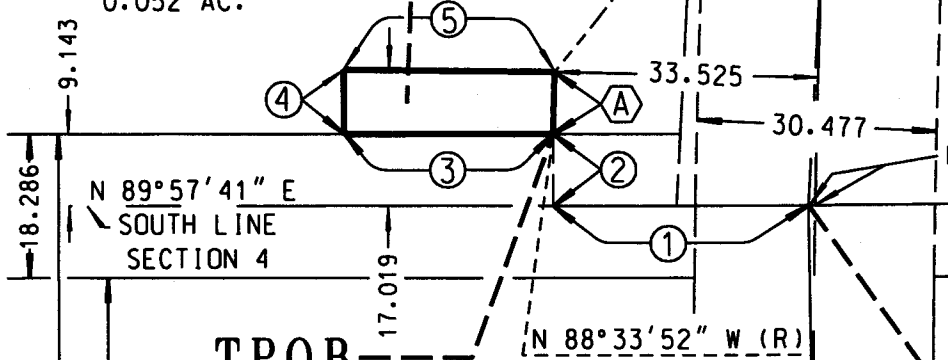
**0527-016**

210.9 SQ. M  
2,271 SQ. FT.  
0.052 AC.

N 88°16'28"W (R)

EAST LINE  
SECTION 4  
N 03°03'15"  
C/L  
C/L SR 79  
N 03°03'19"

15.238 SECTION 3  
T.6S., R.2W., S.B.M.



N 89°29'56" E - 0.871

18.286  
9.143  
N 89°57'41" E  
SOUTH LINE  
SECTION 4

C/L  
HOLLAND ROAD

**T.P.O.B.**

N 88°33'52" W (R)

SECTION 10  
T.6S., R.2W., S.B.M.

SECTION 9  
T.6S., R.2W., S.B.M.

R/W PER  
SURVEY # 22 & R.R. 1-77 ADOPTED 12/09/1896  
SURVEY # 33 & R.R. 1/95 ADOPTED 09/15/1897

**P.O.C.**  
SE COR. SEC. 4

LINE DATA

- ① S 89°57'41" W - 32.457
- ② N 00°02'19" W - 9.143
- ③ S 89°57'41" W - 26.675
- ④ N 00°02'19" W - 7.876
- ⑤ N 89°57'41" E - 26.898

CURVE DATA

- △ = 00°17'24"
- R = 1557.374
- L = 7.883
- T = 3.941

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: 9/20/09

PAR. NO.:	0527-016
PREPARED BY:	KNV.
SCALE:	N.T.S.
DATE:	SEPTEMBER, 2009
W.O. NO.:	B4-0527
SHEET 1 OF 1	

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EXHIBIT "B"  
COST TO CURE ITEMS

The Cost to Cure Payment totaling One Hundred Sixty-Eight Thousand Twenty Dollars (\$168,020) is calculated as follows:

Item	Description of Work	Amount	Allocation
A	Grantor to remove and relocate irrigation lines (riser and blow-off valves)	\$2,000	Jack and Mark Stiefel Dairy, a California general partnership
B	Grantor to remove existing wood rail fencing	\$75,854	Jack and Mark Stiefel Dairy, a California general partnership
C	Grantor to remove approximately 3 acres of alfalfa	\$29,400	Domenigoni Brothers Ranch
D	Re-design/re-construct dairy wastewater pond and evaporative ponds	\$60,766	Jack and Mark Stiefel Dairy, a California general partnership
	Total	\$168,020	

The Grantor's existing well and well equipment is being handled in a separate agreement.

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EXHIBIT "C"  
MAPS, PLANS, AND SUPPORTING DOCUMENTS

- Exhibit C-1: Right of Way Details Map
- Exhibit C-2: Holland Road Traffic Signal Plan
- Exhibit C-3: Construction Road Traffic Signal Plan



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

2  
3 MARK H. STIEFEL, SUCCESSOR TRUSTEE OF TRUST C (BY-PASS TRUST) WHICH IS  
4 ESTABLISHED UNDER THE STIEFEL COMMUNITY PROPERTY TRUST, DATED  
5 OCTOBER 6, 1977, AS AMENDED AND RESTATED ON FEBRUARY 25, 1982, AND AS  
6 AMENDED ON MARCH 11, 1992, AS TO AN UNDIVIDED 7.94% INTEREST, STIEFEL  
7 FAMILY, L.P., A CALIFORNIA LIMITED PARTNERSHIP, AS TO AN UNDIVIDED 92.06%  
8 INTEREST, AND JACK AND MARK STIEFEL DAIRY, A CALIFORNIA GENERAL  
9 PARTNERSHIP (Hereinafter referred to as "Grantor")

PROJECT: STATE ROUTE 79 (WINCHESTER) ROAD  
WIDENING

PARCEL(S): 21145-2 and 21146-4

APN (S): 466-050-013 (portion) and 466-360-035 (portion)

#### TEMPORARY CONSTRUCTION AGREEMENT

10 1. The right is hereby granted County to enter upon and use the land of Grantor  
11 in the County of Riverside, State of California, described as portion of Assessor's Parcel  
12 Numbers 466-050-013 and 466-360-035, highlighted on Exhibit "A", attached hereto, and  
made a part hereof, for all purposes necessary to facilitate and accomplish the construction of  
State Route 79 (Winchester Road).

13 2. The temporary construction easement, used during construction of the project  
14 consists of approximately 1.661 acres or 72,348 square feet, referenced as Parcels 21145-2  
15 and 21146-4 and described on Exhibit "B", attached hereto and made a part hereof ("TCE  
Area").

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. If County has not  
completed said Project by the term herein, the County shall retain an independent real estate  
appraiser licensed by the State of California to determine the fair market value of the TCE  
Area. Parties may amend this Agreement to reflect the extended term period and payment.

19 4. County shall pay to the order of Grantor the sum of One Hundred Twenty-Two  
20 Thousand Dollars (\$122,000) in one lump sum payment prior to the right to enter upon and  
21 use TCE Area in accordance with the terms hereof. In the event the Parties have agreed to  
extend the term period, County shall pay to Grantor the fair market appraised value as  
determined and described in Section 3 above for the TCE Area.

22 5. It is understood that the County may enter upon the TCE Area designated for  
23 the purpose of getting equipment to and from the easement area. County agrees not to  
damage TCE Area in the process of performing such activities.

24 6. The right to enter upon and use TCE Area includes the right to remove and  
25 dispose of real and personal property located thereon.

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7. At the termination of the period of use of TCE Area 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.

8. County shall indemnify, defend, protect, and hold Grantor and their 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 by County's use of the TCE Area and construction of the project except to the extent any such losses, costs, damages, liabilities, and expenses arise out of the acts or omission of Grantor.

9. 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.

10. 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.

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

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

13. 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.

14. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all taken together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

1 Dated: \_\_\_\_\_

2 **GRANTOR**

3 Mark H. Stiefel, Successor Trustee of Trust C  
4 (By-Pass Trust) which is established under the  
5 Stiefel Community Property Trust, dated October  
6 6, 1977, as amended and restated on February  
7 25, 1982, and as amended on March 11, 1992  
8 as to an undivided 7.94% interest

9 By: Mark H. Stiefel, Successor Trustee  
10 Mark H. Stiefel, Successor Trustee

11 Stiefel Family, L.P., a California Limited  
12 Partnership, as to an undivided 92.06% interest

13 By: Mark H. Stiefel, General Partner  
14 Mark H. Stiefel  
15 Its: General Partner

16 Jack and Mark Stiefel Dairy, a California general  
17 partnership

18 By: Mark H. Stiefel, Catherine A. Stiefel Trust  
19 Mark H. Stiefel, Trustee of the Mark H. and  
20 Catherine A. Stiefel Trust, dated May 18, 2001

21 **COUNTY OF RIVERSIDE**

22 **ATTEST**  
23 Kecia Harper-Ihem  
24 Clerk to the Board

25 By: Marion Ashley  
Marion Ashley, Chairman  
Board of Supervisors

26 By: Karen Burton  
Deputy

27 **APPROVED AS TO FORM**  
28 Pamela J. Walls  
29 County Counsel

30 By: Synthia M. Gunzel  
31 Cynthia M. Gunzel  
32 Deputy County Counsel

SV:ra  
08/23/10  
218TR  
12.866

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EXHIBIT "A"  
RIGHT OF WAY DETAILS MAP

EXHIBIT "B"  
LEGAL DESCRIPTIONS AND PLAT MAPS

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

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, OVER A PORTION OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, AS DESCRIBED IN TRUST TRANSFER DEED RECORDED OCTOBER 28, 1994, AS INSTRUMENT NO. 414676, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 43, PAGE 3 OF RECORDS OF SURVEY, RECORDS OF SAID RECORDER, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF SAID SECTION 4, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE S 89°57'41" W, ALONG THE SOUTH LINE OF SAID SECTION 4, ALSO BEING THE CENTERLINE OF HOLLAND ROAD (9.143 METER NORTHERLY HALF-WIDTH), AS SHOWN BY SURVEY NUMBER 22 ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR, ADOPTED DECEMBER 9, 1896, PURSUANT TO ROAD RECORD 1-77 ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, CALIFORNIA, AND SURVEY NUMBER 33, ON FILE IN THE OFFICE OF SAID RIVERSIDE COUNTY SURVEYOR, ADOPTED SEPTEMBER 15, 1897, PURSUANT TO ROAD RECORD 1-95 ON FILE WITH SAID CLERK OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY CALIFORNIA, A DISTANCE OF 59.132 METERS;

THENCE N 00°02'19" W, A DISTANCE OF 9.143 METERS, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID HOLLAND ROAD, SAID POINT BEING **THE TRUE POINT OF BEGINNING**;

THENCE S 89°57'41" W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 20.000 METERS;

THENCE N 00°01'46" W, A DISTANCE OF 14.323 METERS;

THENCE S 88°16'28" E, A DISTANCE OF 32.085 METERS, TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1572.369 METERS, AND AN INITIAL RADIAL BEARING OF N 88°05'32" W;

THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 01°05'23", AN ARC DISTANCE OF 29.905 METERS;

THENCE S 87°00'09" E, A DISTANCE OF 9.994 METERS;

THENCE N 03°03'19" E, A DISTANCE OF 763.629 METERS TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 4;

THENCE N 89°22'58" E, ALONG SAID NORTH LINE, A DISTANCE OF 5.010 METERS TO A POINT 33.525 METERS WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF STATE ROUTE 79, WINCHESTER ROAD, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE S 03°03'19" W, PARALLEL WITH, AND 33.525 METERS WESTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 762.376 METERS, TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1557.374 METERS;

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

THENCE SOUTHERLY ALONG SAID CURVE CONCENTRIC WITH AND 33.525 METERS WESTERLY OF SAID CENTERLINE OF STATE ROUTE 79, THROUGH A CENTRAL ANGLE OF 01°19'47", AN ARC DISTANCE OF 36.144 METERS, TO A POINT 17.019 METERS NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF HOLLAND ROAD;

THENCE S 89°57'41" W, PARALLEL WITH, AND 17.019 METERS NORTHERLY OF SAID CENTERLINE OF HOLLAND ROAD, A DISTANCE OF 26.898 METERS;

THENCE S 00°02'19" E, A DISTANCE OF 7.876 METERS, TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 4,691.3 SQUARE METERS, 50,497 SQUARE FEET, OR 1.159 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 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.

SEE ATTACHED EXHIBIT "B"

08-RIV-79-KP23.18-21145 (21145-2)

APPROVED BY: Timothy F. Rayburn

DATE: 9/9/09



EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT

08-RIV-79-KP 23.18-21145 (21145-2)

PCL 5

PM 15532  
PM 115/57-66

PCL 6



NORTH LINE OF SE 1/4 OF SECTION 4

LISTON WAY VACATED  
PER INST. # 126549  
REC. 04/09/1996

CAL TRANS R/W MAP  
# 912591  
APPROVED 08/25/1969

RS 43/3

PCL 22

PCL 21

21145-2

4,691.3 SQ. M  
50,497 SQ. FT.  
1.159 AC.

PM 15532  
PM 115/57-66

SHEET 3 OF 3

SHEET 2 OF 3

PCL 25

TRUST TRANSFER DEED  
INST. # 414676  
REC. 10/28/1994

PCL 23

PCL 24

APN 466-360-035

SE QUARTER  
SECTION 4  
T.6S., R.2W., S.B.M.

SECTION 3  
T.6S., R.2W., S.B.M.

SECTION 9  
T.6S., R.2W., S.B.M.

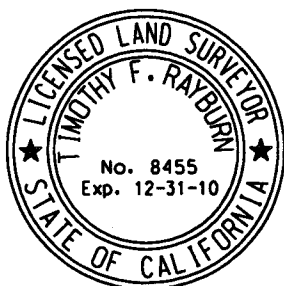
HOLLAND ROAD  
SECTION 10  
T.6S., R.2W., S.B.M.

T.P.O.B.

P.O.C.

SE COR. SEC. 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.: 21145-2

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: 9/9/09

SHEET 1 OF 3



**EXHIBIT "B"**

**TEMPORARY CONSTRUCTION EASEMENT**

08-RIV-79-KP 23.18-21145 (21145-2)

SHEET 3 OF 3

PM 15532  
PM 115/57-66  
PCL 22

R/W PER

INST. # 72297  
REC. 03/09/1989

RS 43/3

**CURVE DATA**

(A)  $\Delta = 01^{\circ}05'23''$   
R = 1572.369  
L = 29.905  
T = 14.953

(B)  $\Delta = 01^{\circ}19'47''$   
R = 1557.374  
L = 36.144  
T = 18.073

N.T.S.

**21145-2**

4,691.3 SQ. M  
50,497 SQ. FT.  
1.159 AC.

TRUST TRANSFER DEED  
INST. # 414676  
REC. 10/28/1994

SE QUARTER  
SECTION 4  
T.6S., R.2W., S.B.M.

CAL TRANS R/W MAP  
# 912591  
APPROVED 08/25/1969

R/W PER

O.R. 1045/57-60  
REC. 01/18/1949

PM 15532  
PM 115/57-66  
PCL 23

SECTION 3

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

N 89°29'56" E - 0.871

HOLLAND ROAD

P.O.C.

SE COR. SEC. 4

SECTION 9

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

SECTION 10

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.

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.: 21145-2

PREPARED BY: KNV

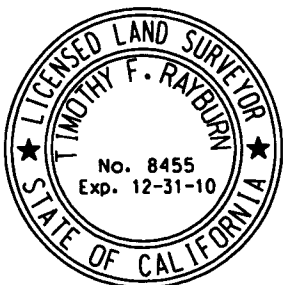
SCALE: N.T.S.

DATE: SEPTEMBER, 2009

W.O. NO.: B4-0527

SHEET 2 OF 3

APPROVED BY: *James F. Ray* DATE: 9/9/09



18.286 SOUTH LINE  
SECTION 4  
N 89°57'41" E  
R/W PER  
SURVEY # 22 & R.R. 1-77  
ADOPTED 12/09/1896 &  
SURVEY # 33 & R.R 1-95  
ADOPTED 09/15/1897

N 88°05'32" W (R)

N 03°03'19" E 763.629

S 03°03'19" W 762.376

EAST LINE SECTION 4 N 03°03'15" E  
C/L SR 79 N 03°03'19" E

1.524

15.238

33.525

30.477

VARIES

33.525

9.143

17.019

T.P.O.B.

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**EXHIBIT "B"**

**TEMPORARY CONSTRUCTION EASEMENT**

08-RIV-79-KP 23.18-21145 (21145-2)

PM 15532  
PM 115/57-66  
PCL 5



SE 1/4 NE 1/4  
SECTION 4

NORTH LINE OF SE 1/4 OF SECTION 4

CAL TRANS R/W MAP  
# 912591  
APPROVED 08/25/1969

**21145-2**

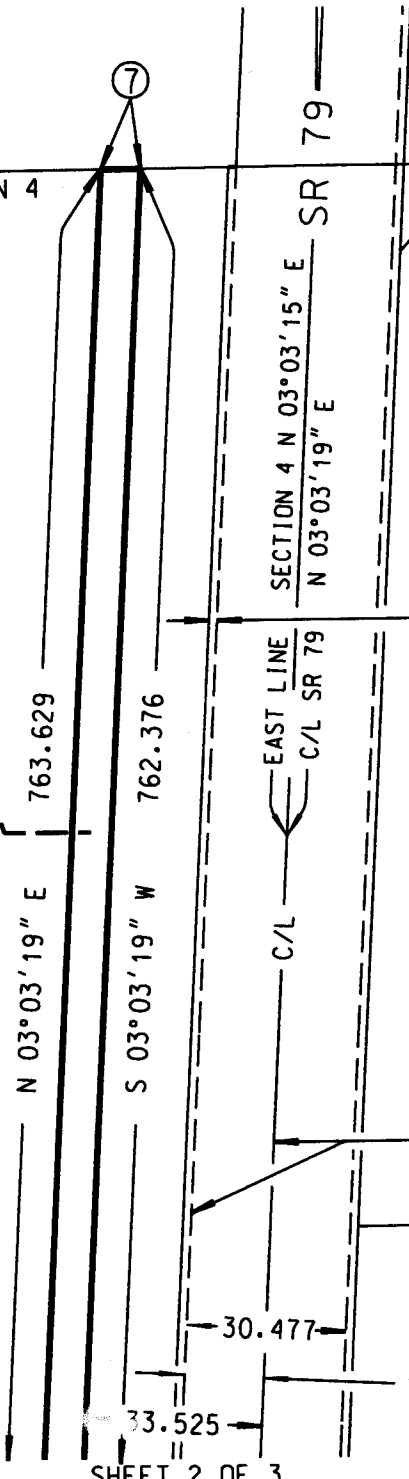
4,691.3 SQ. M  
50,497 SQ. FT.  
1.159 AC.

RS 43/3

TRUST TRANSFER DEED  
INST. # 414676  
REC. 10/28/1994

APN 466-360-035

SE QUARTER  
SECTION 4  
T.6S., R.2W., S.B.M.



LITSON WAY VACATED  
PER INST. # 126549  
REC. 04/09/1996

SECTION 3  
T.6S., R.2W., S.B.M.

PM 15532  
PM 115/57-66  
PCL 22

R/W PER  
INST. # 72297  
REC. 03/09/1989

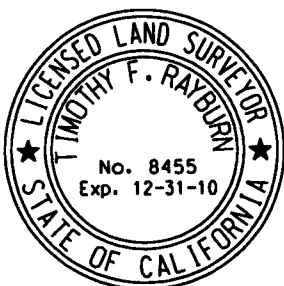
LINE DATA  
⑦ N 89°22'58" E - 5.010

R/W PER  
O.R. 1045/57-60  
REC. 01/18/1949

PM 15532  
PM 115/57-66  
PCL 23

SHEET 2 OF 3

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.: 21145-2

PREPARED BY: KNV

SCALE: N.T.S.

DATE: SEPTEMBER, 2009

W.O. NO.: B4-0527

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

SHEET 3 OF 3

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

BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, AS DESCRIBED IN GRANT DEED RECORDED AUGUST 17, 1998, AS INSTRUMENT NO. 342137, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE EAST QUARTER CORNER OF SAID SECTION 4, SAID CORNER LYING N 89°53'41" W, A DISTANCE OF 0.016 METERS FROM THE INTERSECTION OF THE CENTERLINE OF STATE ROUTE 79, WINCHESTER ROAD (15.238 METER HALF-WIDTH) AS DESCRIBED BY OFFICIAL RECORD 1045, PAGES 57 THROUGH 59, INCLUSIVE, RECORDED JANUARY 18, 1949, AND THE CENTERLINE OF LISTON WAY (18.286 METERS WIDE) AS SHOWN ON PARCEL MAP NUMBER 15532, ON FILE IN BOOK 115, PAGES 57 THROUGH 66, INCLUSIVE, OF PARCEL MAPS, SAID LISTON WAY BEING VACATED PER INSTRUMENT NO. 126549, RECORDED APRIL 9, 1996, ALL RECORDS OF SAID RECORDER;

THENCE S 89°22'58" W ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 33.578 METERS TO A POINT 33.525 METERS WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF STATE ROUTE 79, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING S 89°22'58" W ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 5.010 METERS;

THENCE N 03°03'19" E, A DISTANCE OF 186.968 METERS;

THENCE N 11°43'47" W, A DISTANCE OF 72.658 METERS;

THENCE N 08°54'56" E, A DISTANCE OF 146.383 METERS TO THE SOUTH LINE OF PARCEL 4, AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 46, PAGE 12, OF RECORDS OF SURVEY, RECORDS OF SAID RECORDER;

THENCE N 89°27'41" E ALONG SAID SOUTH LINE OF PARCEL 4, A DISTANCE OF 5.069 METERS;

THENCE S 08°54'56" W, A DISTANCE OF 146.305 METERS;

THENCE S 11°43'47" E, A DISTANCE OF 72.396 METERS TO A LINE PARALLEL WITH AND 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 187.296 METERS TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 2,030.0 SQUARE METERS, 21,851 SQUARE FEET, OR 0.502 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-KP 24.00-21146 (21146-4)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 7/14/09



**EXHIBIT "B"**

TEMPORARY CONSTRUCTION EASEMENT  
08-RIV-79-KP 24.00-21146 (21146-4)

RS 46/12  
PCL 4



GRANT DEED  
INST. # 342137  
REC. 08/17/1998

APN 466-050-013

LINE DATA

- ① S 89°22'58" W - 33.578
- ② S 89°22'58" W - 5.010
- ③ N 11°43'47" W - 72.658
- ④ N 89°27'41" E - 5.069
- ⑤ S 11°43'47" E - 72.396

PM 15532  
115/57-66  
PCL 5

**21146-4**

2,030.0 SQ. M  
21,851 SQ. FT.  
0.502 AC.

R/W PER  
O.R. 1045/70-72  
REC. 01/18/1949

NE 1/4  
SEC 4

SECTION LINE  
C/L SR 79

P.O.C.  
E 1/4 CORNER

C/L INTR  
-C/L LISTON WAY

SE 1/4  
SEC 4

DETAIL

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

SE 1/4  
SECTION 4

N 03°03'19" E 186.968

S 03°03'19" W 187.296

N 08°54'56" E 146.383

S 08°54'56" W 146.305

33.525

R/W PER  
O.R. 1045/57-59  
REC. 01/18/1949

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

T.P.O.B.

LISTON WAY VACATED

PER INST. 126549 REC. 04/09/1996

P.O.C.  
E 1/4 CORNER SECTION 4  
SEE DETAIL

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: 7/14/09

PAR. NO.: 21146-4

PREPARED BY: KNV

SCALE: N.T.S.

DATE: JULY, 2009

W.O. NO.: B4-0527

SHEET 1 OF 1

WELL AGREEMENT

1  
2 This Well Agreement ("Agreement") is entered in this 2nd day of November, 2010 by  
3 and between the COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF  
4 CALIFORNIA herein called "County", and MARK H. STIEFEL, SUCCESSOR TRUSTEE OF  
5 TRUST C (BY-PASS TRUST) WHICH IS ESTABLISHED UNDER THE STIEFEL  
6 COMMUNITY PROPERTY TRUST, DATED OCTOBER 6, 1977, AS AMENDED AND  
7 RESTATED ON FEBRUARY 25, 1982, AND AS AMENDED ON MARCH 11, 1992, AS TO  
8 AN UNDIVIDED 7.94% INTEREST, STIEFEL FAMILY, L.P., A CALIFORNIA LIMITED  
9 PARTNERSHIP, AS TO AN UNDIVIDED 92.06% INTEREST, AND JACK AND MARK  
10 STIEFEL DAIRY, A CALIFORNIA GENERAL PARTNERSHIP (Hereinafter referred to as  
11 "Grantor")

12 WHEREAS, Grantor is the owner in fee simple of that certain real property located at  
13 32750 Holland Road in the Winchester area, and described as Assessor's Parcel Numbers 466-  
14 050-013 and 466-360-035, herein called the "Property". The Property is identified on Exhibit "A",  
15 attached hereto and made a part hereof.

16 WHEREAS, the Property is improved with a dairy barn, shop, outbuildings, single-family  
17 residences, corrals, alfalfa crops, and wastewater ponds. The Property is in use as a dairy.

18 WHEREAS, State Route 79 (Winchester Road) is proposed to be widened and improved  
19 from Thompson Road to Domenigoni Parkway in the French Valley/Winchester/Menifee area of  
20 Western Riverside County herein called the Project.

21 WHEREAS, a portion of the Property is needed for the Project. The compensation for  
22 the portion of the land and miscellaneous improvements required from the Property was  
23 entered into and agreed to by a separate Agreement between Grantor and the County.

24 WHEREAS, the existing well and equipment that serves the Property are located  
25 within the area to be acquired by the County, herein called the "Well". The Well is identified  
on Exhibit "B" attached hereto and made a part hereof.

WHEREAS, the Well will be relocated to another part of the Property by a qualified  
well contractor.

WHEREAS, a bid prepared by LO Lynch, a qualified well contractor, was obtained on  
behalf of the Grantor and County.

WHEREAS, 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.

WHEREAS, County shall have no further obligations beyond what is stated in this  
Agreement.

///  
///

1 NOW, THEREFORE, County and Grantor do hereby agree as follows:

2 1. The County shall:

3 A. Pay to the order of Grantor the sum of Two Hundred Twenty-Five  
4 Thousand Dollars (\$225,000) as full compensation (Well Relocation Price) to relocate existing  
5 well. The Well Relocation Price includes any additional well drillings that may be necessary,  
6 contingencies, and increased bid amounts on Grantor's remainder property to produce a  
7 satisfactory water supply and quality of water as set forth by the Department of Environmental  
8 Health standards and guidelines.

9 2. Grantor shall:

10 A. Acknowledge that the payment of said sum in Section 1A shall be  
11 considered as full payment by the County for the relocation of the existing well and any  
12 additional well drillings that may be necessary, contingencies, and increased bid amounts.  
13 Grantor releases County from any liabilities, including any impacts to the dairy operation,  
14 associated from replacing existing well.

15 B. Retain the contractors to drill the well and install the well equipment and  
16 electrical equipment and directly compensate the contractor(s) for all costs, fees and or  
17 expenses.

18 C. The County is not responsible for any payment to the selected  
19 contractor(s) that drills the well, replaces the well equipment, or electricial work and Grantor  
20 shall indemnify, defend, protect, and hold County, its officers, employees, successors, and  
21 assigns free and harmless from and against any and all claims, liabilities, penalties,  
22 forfeitures, losses or expenses, including without limitations, attorney's fees, whatsoever  
23 arising from or cause in whole or in part, directly or indirectly, by any actions of the said  
24 contractors.

25 D. Relocate the well and equipment within three (3) months of receipt of  
compensation.

3. This Agreement is intended by the parties hereto as a final expression of their  
understanding with respect to the subject matter hereof and as a complete and exclusive  
statement of the terms and conditions thereof. This Agreement may not be changed,  
amended or modified only by a written document signed by authorized representatives of both  
parties.

4. This Agreement may be executed in one or more counterparts. Each shall be  
deemed an original and all taken together shall constitute one and the same instrument.

(SIGNATURES ON NEXT PAGE)

1 Dated: \_\_\_\_\_

2 **GRANTOR**

3 Mark H. Stiefel, Successor Trustee of Trust C  
4 (By-Pass Trust) which is established under the  
5 Stiefel Community Property Trust, dated October  
6 6, 1977, as amended and restated on February  
7 25, 1982, and as amended on March 11, 1992  
8 as to an undivided 7.94% interest

9 By: Mark H. Stiefel, Successor Trustee  
10 Mark H. Stiefel, Successor Trustee

11 Stiefel Family, L.P., a California Limited  
12 Partnership, as to an undivided 92.06% interest

13 By: Mark H. Stiefel, General Partner  
14 Mark H. Stiefel  
15 Its: General Partner

16 Jack and Mark Stiefel Dairy, a California general  
17 partnership

18 By: Mark H. Stiefel, Trustee of Mark H. & Catherine A. Stiefel Trust  
19 Mark H. Stiefel, Trustee of the Mark H. and  
20 Catherine A. Stiefel Trust, dated May 18, 2001

21 **COUNTY OF RIVERSIDE**

22 By: Marion Ashley  
23 Marion Ashley, Chairman  
24 Board of Supervisors

25 **ATTEST**

Kecia Harper-Ihem  
Clerk to the Board

By: Kecia Harper-Ihem  
Deputy

**APPROVED AS TO FORM**

Pamela J. Walls  
County Counsel

By: Synthia M. Gunzel  
Synthia M. Gunzel  
Deputy County Counsel

SV:ra  
08/23/10  
218TR  
12.866

EXHIBIT "A"  
ASSESSOR'S PLAT MAP

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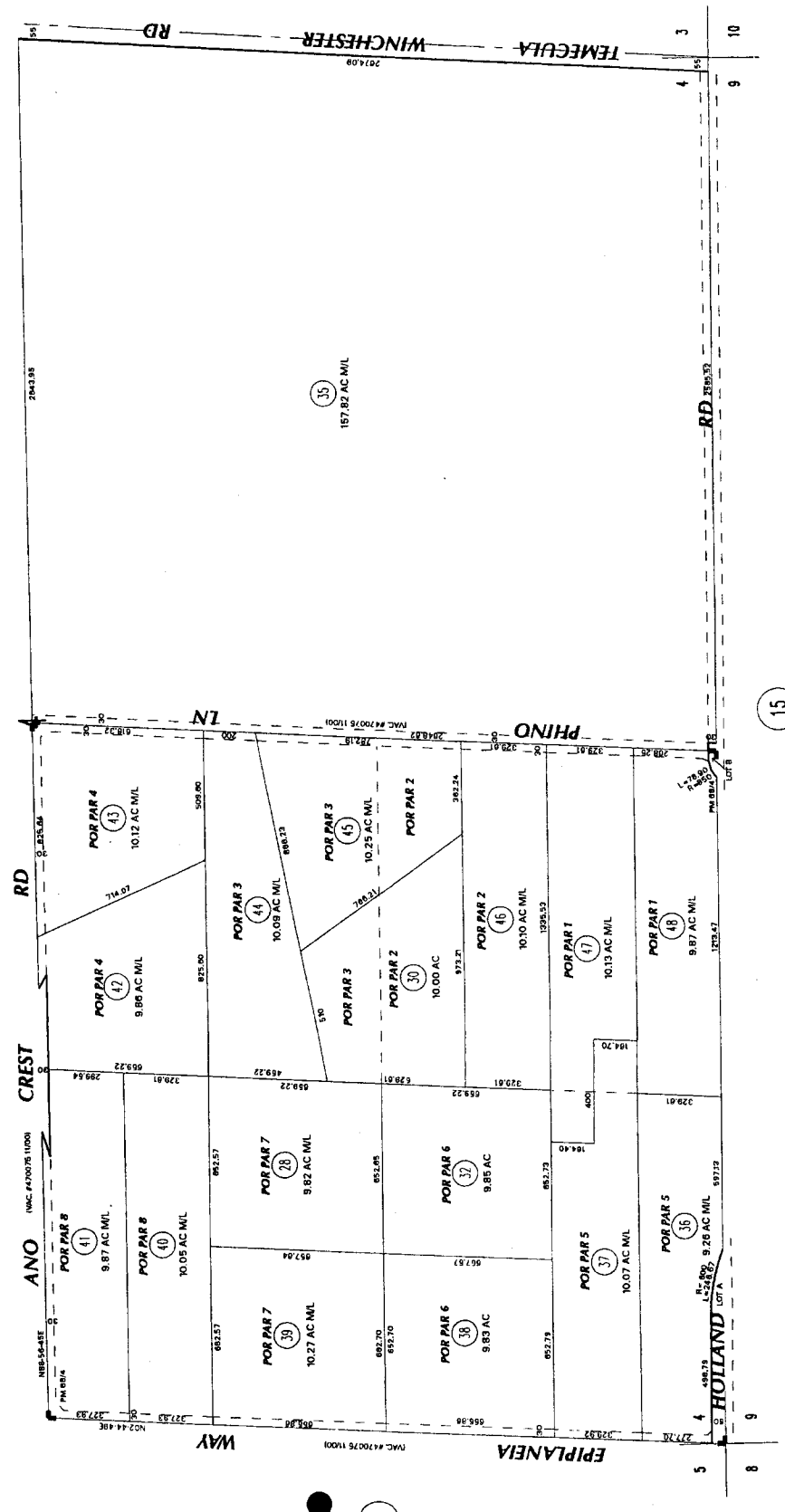
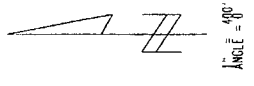


THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

SEC. 4 T. 6S., R. 2W

T. R. A. 071-084

466-36  
466-14



DATA: BS 43/3  
LLA 3655

ASSESSOR'S MAP BK466 PG.36  
Riverside County, Calif.

ADP

PM 68/4-5 PARCEL MAP NO. 12247

APR 05 2001  
Mar 2001

DATE	OLD NUMBER	NEW NUMBER
07/04	040-51	11-51
07/04	040-52	11-52
07/04	040-53	11-53
07/04	040-54	11-54
07/04	040-55	11-55
07/04	040-56	11-56
07/04	040-57	11-57
07/04	040-58	11-58
07/04	040-59	11-59
07/04	040-60	11-60
07/04	040-61	11-61
07/04	040-62	11-62
07/04	040-63	11-63
07/04	040-64	11-64
07/04	040-65	11-65
07/04	040-66	11-66
07/04	040-67	11-67
07/04	040-68	11-68
07/04	040-69	11-69
07/04	040-70	11-70
07/04	040-71	11-71
07/04	040-72	11-72
07/04	040-73	11-73
07/04	040-74	11-74
07/04	040-75	11-75
07/04	040-76	11-76
07/04	040-77	11-77
07/04	040-78	11-78
07/04	040-79	11-79
07/04	040-80	11-80
07/04	040-81	11-81
07/04	040-82	11-82
07/04	040-83	11-83
07/04	040-84	11-84
07/04	040-85	11-85
07/04	040-86	11-86
07/04	040-87	11-87
07/04	040-88	11-88
07/04	040-89	11-89
07/04	040-90	11-90
07/04	040-91	11-91
07/04	040-92	11-92
07/04	040-93	11-93
07/04	040-94	11-94
07/04	040-95	11-95
07/04	040-96	11-96
07/04	040-97	11-97
07/04	040-98	11-98
07/04	040-99	11-99
07/04	040-100	11-100

07

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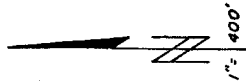
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22-53

466-05

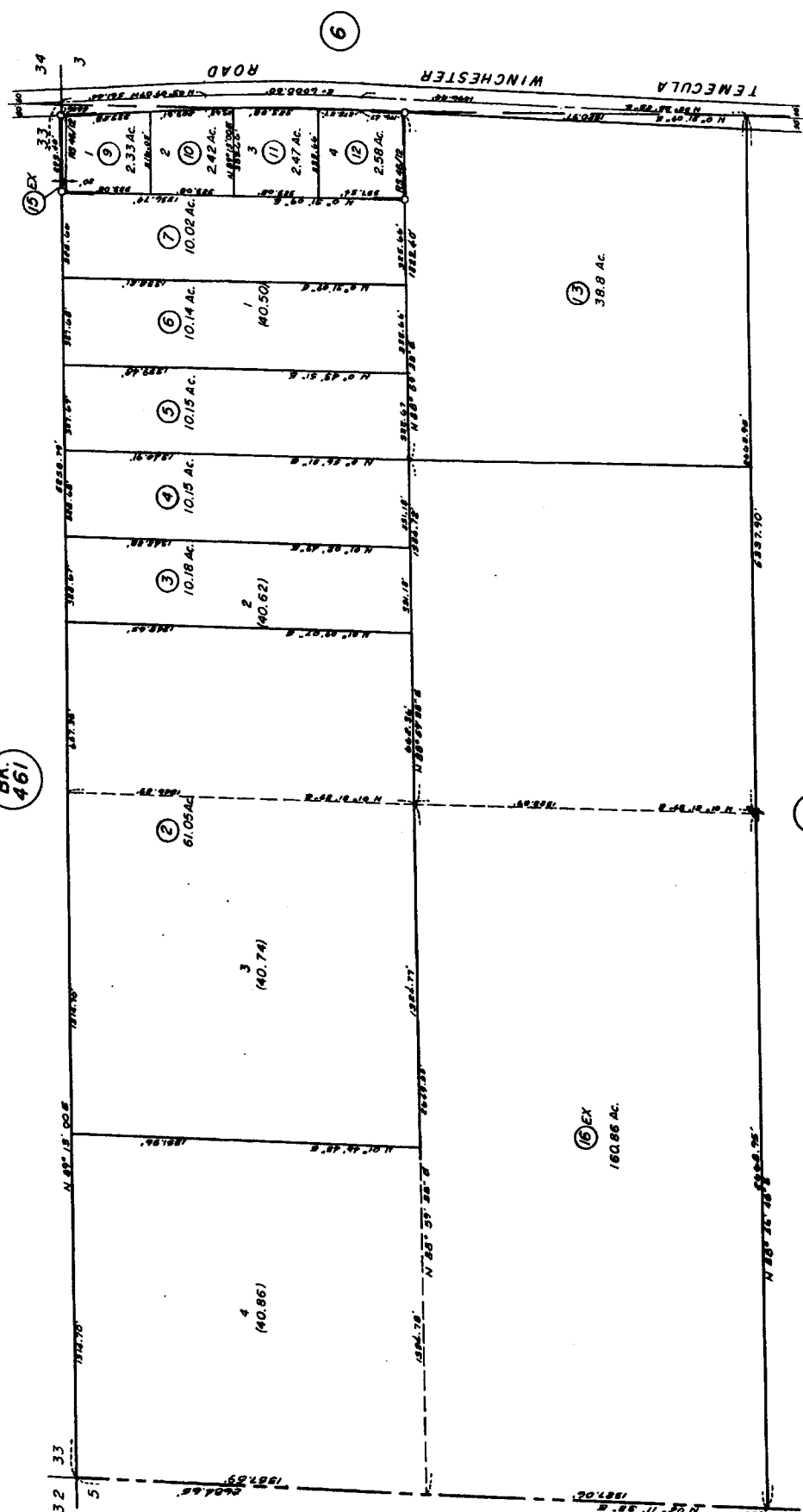
T.C.A. 7139  
7184

N 1/2 SEC. 4, T. 6S., R. 2W.



1" = 400'

DATE	OLD	NEW	NO.
7/23	8	814	14
8/13	814	15	
9/79	801	16	



R/S 46/12

DATA: G.L.G. PLAT  
R/S 43/3  
R/S 51/2

4/16 1970

ASSESSOR'S MAP BK. 466 PG. 05  
RIVERSIDE COUNTY, CALIF.

BK. 461

EXHIBIT "B"  
WELL

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Exhibit "B"



Selected parcel(s):  
466-360-035

**\*IMPORTANT\***

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON...Tue Sep 14 18:24:57 2010  
Version 100412

**ATTACHMENTS FILED**  
**WITH**  
**THE CLERK OF THE BOARD**