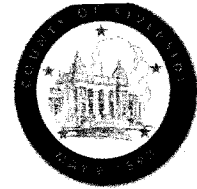


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

635A



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

**SUBMITTAL DATE:**  
October 21, 2010

**SUBJECT:** Right of Way Acquisition Agreement, Temporary Construction Easement Agreement, and Settlement Agreements for the State Route 79 (Winchester) Road Widening Project

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

- Approve the attached Right of Way Acquisition Agreement for Parcels 0527-004, 0527-006, 0527-007, 0527-008, 0527-010, 0527-011, 0527-013, 0527-014, 21126-1, 21131-1, 21132-1, 21134-1, 21134-3, 21135-1, 21135-5, 21135-6, 21135-9, 21135-11, 21138-1, 21140-1, 21140-4, 21140-5, 21141-1, 21141-3, and 21143-1; and Temporary Construction Agreement for Parcels 21126-2, 21131-2, 21132-3, 21132-4, 21133-1, 21134-4, 21135-10, 21136-2, 21137-2, 21140-6, 21140-7, 21141-4, and 21143-2 all within portions of Assessor's Parcel Numbers 466-150-007, 466-160-013, 466-160-014, 466-170-032, 466-240-002, 466-250-028, 466-260-001, 472-100-015, 472-100-016, 472-100-017, 472-100-018, 472-110-011, 472-120-002, and 472-120-006;

- Authorize the Chairman of the Board to execute these documents on behalf of the County;

(Continued)

Juan C. Perez, Director  
Transportation Department

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 4,715,468	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

**COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:** No

<b>SOURCE OF FUNDS:</b> Transportation Uniform Mitigation Fee (35%) Combined Improvement Fund (65%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

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

County Executive Office Signature

BY: *Jennifer L. Sargent*  
Jennifer L. Sargent

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: November 9, 2010  
xc: EDA, Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

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

District: 3

Agenda Number: **3.6**

FORM APPROVED COUNTY COUNSEL  
BY: *Stephanie M. Gunzel* 10-28-10  
SYNTHIA M. GUNZEL  
Departmental Concurrence

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

**RECOMMENDED MOTION: (Continued)**

3. Approve the attached Settlement Agreement between the County and West Coast Turf for Tenant's Cost-to-Cure Items located on a portion of Assessor's Parcel Numbers 466-150-007, 466-160-013, and 466-160-014; and authorize the Chairman of the Board to execute this agreement on behalf of the County;
4. Approve the attached Settlement Agreement between the County and Tri-State Materials for Tenant's Cost-to-Cure Items located on a portion of Assessor's Parcel Number 466-160-013; and authorize the Chairman of the Board to execute this agreement on behalf of the County;
5. Authorize and allocate the sum of \$3,551,876 to acquire Grantor Parcels 0527-004, 0527-006, 0527-007, 0527-008, 0527-010, 0527-011, 0527-013, 0527-014, 21126-1, 21131-1, 21132-1, 21134-1, 21134-3, 21135-1, 21135-5, 21135-6, 21135-9, 21135-11, 21138-1, 21140-1, 21140-4, 21140-5, 21141-1, 21141-3, and 21143-1; and temporary construction easement for Parcels 21126-2, 21131-2, 21132-3, 21132-4, 21133-1, 21134-4, 21135-10, 21136-2, 21137-2, 21140-6, 21140-7, 21141-4, and 21143-2, \$788,936 for all Grantor Cost-to-Cure Items, all within Assessor's Parcel Numbers 466-150-007, 466-160-013, 466-160-014, 466-170-032, 466-240-002, 466-250-028, 466-260-001, 472-100-015, 472-100-016, 472-100-017, 472-100-018, 472-110-011, 472-120-002, and 472-120-006; and \$10,000 to pay all related transaction costs;
6. Authorize and allocate the sum of \$252,009 to West Coast Turf for the Tenant's Cost-to-Cure items;
7. Authorize and allocate the sum of \$25,700 to Tri-State Materials for the Tenant's Cost-to-Cure items;
8. Authorize the undersigned Assistant County Executive Officer/EDA, or his designee, to execute any other documents and administer all actions to complete this transaction; and
9. Allocate the sum of \$39,447, which includes reserves for any unforeseen and reasonable increases to grantor cost-to-cure items.

**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.

(Continued)

**BACKGROUND:** (Continued)

The Economic Development Agency (EDA) has negotiated the acquisition and temporary construction easement of a portion of Assessor's Parcel Numbers 466-150-007, 466-160-013, 466-160-014, 466-170-032, 466-240-002, 466-250-028, 466-260-001, 472-100-015, 472-100-016, 472-100-017, 472-100-018, 472-110-011, 472-120-002, and 472-120-006 from Andy and Donald Domenigoni, Andy and Cindy Domenigoni, Steven Dale and Kim Domenigoni, Domenigoni-Barton Properties, Jean Domenigoni, Domenigoni Brothers Ranch, and Craig 435 (Grantor) for a price of \$3,551,876 and \$788,936 for Grantor's Cost-to-Cure items. There are costs of \$10,000 associated with this transaction. Staff recommends an additional \$39,447 in reserves for the Grantor's Cost-to-Cure items.

Grantor will execute Grant Deeds in favor of the State of California referenced as Parcels 21126-1, 21131-1, 21132-1, 21134-1, 21135-1, 21138-1, 21140-1, 21141-1, 21143-1; Grant Deeds in favor of the County of Riverside referenced as Parcels 0527-004, 0527-006, 0527-007, 0527-008, 0527-010, 0527-011, 0527-013, and 0527-014; Easement Deeds in favor of the State of California referenced as Parcels 21135-6, 21140-4, 21134-3, 21140-5, 21135-5, 21135-9, and 21135-11; and Easement Deed in favor of Eastern Municipal Water District referenced as Parcel 21141-3.

In addition, the EDA has negotiated the acquisition and relocation of the cost-to-cure items with West Coast Turf and Tri-State Materials (Tenants) of \$252,009 and \$25,700, respectively. West Coast Turf operates a sod farm on Grantor's property and Tri-State Materials store and sell decorative landscape rocks on Grantor's property. Both tenants also maintain advertising displays on Grantor's property. There are no costs associated with these transactions.

All potentially significant effects of the actions described in this Form 11 have been adequately analyzed in Environmental Impact Report No. 421 which was prepared for Specific Plan No. 310 (Domenigoni-Barton); all potentially significant effects of the actions have been avoided or mitigated pursuant to EIR No. 421; the actions will not result in any new significant environmental effects not identified in EIR No. 421; the actions will not substantially increase the severity of the environmental effects identified in EIR No. 421; no considerably different mitigation measures have been identified; and no mitigation measures found infeasible have become feasible. As a result, no further environmental documentation is required for California Environmental Quality Act purposes.

**FINANCIAL DATA:**

The following summarizes the funding necessary for the acquisition, temporary construction easement, and settlement agreements for portions of Assessor's Parcel Numbers 466-150-007, 466-160-013, 466-160-014, 466-170-032, 466-240-002, 466-250-028, 466-260-001, 472-100-015, 472-100-016, 472-100-017, 472-100-018, 472-110-011, 472-120-002, and 472-120-006:

Acquisition and Temporary Construction Easement:	\$3,551,876
Grantor Cost-to-Cure Items:	\$788,936
Reserves for Grantor Cost to Cure Items:	\$39,447
Estimated Title and Escrow Charges:	\$10,000
Settlement Agreement-West Coast Turf:	\$252,009
Settlement Agreement-Tri-State Materials:	\$25,700
Preliminary Title Reports:	\$2,500
County Appraisal Report:	\$15,000
Acquisition Administration:	\$30,000
Total Estimated Acquisition Costs:	\$4,715,468

Economic Development Agency and Transportation Department  
Right of Way Acquisition Agreement, Temporary Construction Easement Agreement, and  
Settlement Agreements for the State Route 79 (Winchester) Road Widening Project  
October 21, 2010  
Page 4

**FINANCIAL DATA:** (Continued)

EDA has already covered the costs for due diligence (appraisal and preliminary title reports) and will be or has been reimbursed by the Transportation Department. 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.

This Form 11 has been reviewed and approved by County Counsel as to legal form.



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

*(EDA per Sandie Washington handled)*



11/9/10 Date KID Initials

### NOTICE OF DETERMINATION

COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY  
COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

**PROJECT NAME:** Right of Way Acquisition Agreement, Temporary Construction Easement Agreement, and Settlement Agreements for the State Route 79 (Winchester) Road Widening Project  
**DESCRIPTION AND LOCATION:** Acquisition of right of way to construct State Route 79 from Thompson Road to Domenigoni Parkway in southwestern Riverside County.

1. The project  will  will not] have a significant effect on the environment.
2.  I find that although the proposed project could have a significant effect on the environment, **NO FURTHER ENVIRONMENTAL DOCUMENTATION IS REQUIRED** because (a) all potentially significant effects of the project have been adequately analyzed in an EIR No. 421 prepared for Specific Plan No. 310 (Domenigoni-Barton) pursuant to applicable legal standards, (b) all potentially significant effects of the project have been avoided or mitigated pursuant to EIR No. 421, (c) the project will not result in any new significant environmental effects not identified EIR No. 421, (d) the project will not substantially increase the severity of the environmental effects identified in EIR No. 421, (e) no considerably different mitigation measures have been identified and (f) no mitigation measures found infeasible have become feasible.
3.  A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
4. Mitigation measures  were  were not] made a condition of the approval of SP No. 310.
5. A Mitigation Monitoring plan  was  was not  adopted for SP No. 310.
6. A statement of Overriding Considerations  was  was not] adopted for SP No. 310.

The Final EIR may be examined, along with administrative record, at the Planning Department, 4080 Lemon Street/12<sup>th</sup> fl, Riverside, California 92501.

[Signature] Title Director, Transportation Date 11/9/10

Juan C. Perez

[Signature] Title Assistant County Executive Date 11-9-10  
Robert Field Officer/EDA

#### HEARING BODY OR OFFICER

XX Board of Supervisors  
       Planning Commission

#### ACTION ON PROJECT

XX Approval  
       Disapproval

Date: November 9, 2010

[Signature] Board Assistant November 9, 2010

Verifying: Karen Barton, Board Assistant to Kecia Harper-Ihem, Clerk of the Board of Supervisors  
Date: 11.09.10 3.6

For County Clerk Use

1 Project: STATE ROUTE 79 (WINCHESTER) ROAD WIDENING

2 APN: Portion of 466-160-013

3  
4 **SETTLEMENT AGREEMENT**

5 This Settlement Agreement ("Agreement") is made as of 10-21, 2010, by  
6 and between the COUNTY OF RIVERSIDE, a political subdivision of the State of  
7 California ("County"), and TRI-STATE MATERIALS, ("Tri-State"). Tri-State and County  
8 will sometimes collectively shall be referred to hereinafter as the "Parties".

9 **RECITALS**

10 WHEREAS, County has been working cooperatively with the State of California  
11 Department of Transportation ("CalTrans") on a highway improvement project to widen  
12 State Route 79 ("SR 79") located in Riverside County, California, to four lanes between  
13 Domenigoni Parkway and Thompson Road in order to improve safety, flow of traffic,  
14 and mobility ("Project"); and

15 WHEREAS, Tri-State is the tenant operating on land owned by the Domenigoni  
16 Barton Properties (landlord), with the right to use and occupy the property described as  
17 portion of Assessor's Parcel Number 466-160-013 ("Property") depicted on Exhibit "A",  
18 attached hereto and made a part thereof, for the purpose of storing and selling  
19 decorative landscape rocks and for the purpose of constructing and maintaining  
20 advertising displays; and

21 WHEREAS, the current access to the Property will be moved south of the  
22 existing location to Garbani Road ("alternate Garbani access road) as depicted on  
23 Exhibit "B", attached hereto and made a part hereof; and

24 WHEREAS, the current access will remain open until the completion and  
25 construction of alternate Garbani access road; and

WHEREAS, Tri-State owns and operates a decorative landscape rock company  
with their inventory of decorative rocks in bins are situated within the alternate Garbani  
access road. The entire inventory must be removed from its current location to  
accommodate the construction of alternate Garbani access road; and

1           WHEREAS, Tri-State owns business signs located within the real property to be  
2 acquired for SR 79 (Winchester) Road Widening Project situated on the Property  
3 whereby the signs must be removed from the current location to accommodate the  
4 construction of the Project; and

5           WHEREAS, Tri-State agrees to accept County's payment for the necessary work  
6 to be completed and removal of property referenced below as Cost to Cure items and to  
7 release and remit any interest it may have in the Property,

8           NOW THEREFORE, inconsideration of their mutual covenants contained herein  
9 and for other good and valuable consideration, the Parties agree as follows:

10           1. All the above recitals are true and correct and by this reference are incorporated  
11 herein.

12           2. County shall deposit into an Escrow Account the total amount of Twenty-Five  
13 Thousand Seven Hundred (\$25,700) for the Necessary Work in the Cost to Cure Items  
14 as listed and defined in Exhibit "C" attached hereto and made a part hereof and tender  
15 payment in the following manner:

16           A. Contingent upon close of escrow for that certain Right of Way  
17 Acquisition Agreement, tender payment to Tri-State in the amount of Twelve Thousand  
18 Eight Hundred Fifty Dollars (\$12,850) representing 50% of the amount due for the  
19 Necessary Work in the Cost to Cure Items A-C.

20           B. Direct that the remaining 50% of the amount due ("CTC Remainder  
21 Funds") in the amount of Twelve Thousand Eight Hundred Fifty Dollars (\$12,850) to the  
22 Escrow Holder for the Necessary Work in the Cost to Cure Items A-C in Escrow until  
23 such time the Escrow Holder is authorized to tender payment to Tri-State.

24           C. Authorize in writing to the Escrow Holder to pay Tri-State the CTC  
25 Remainder Funds on a prorated basis upon written acknowledgement upon phased  
progress to completion by Tri-State of the Necessary Work listed under the Cost to Cure  
Items, as specifically described in Exhibit "C", which was necessary for the County to  
proceed or perform its obligations under this Agreement and the Project.

1       3. Tri-State shall:

2             A. Complete the Necessary Work Cost to Cure Items A to C listed in  
3 Exhibit "C" no later than thirty (30) days after giving written notice by County. The  
4 County shall withhold CTC Remainder Funds in the amount of Twelve Thousand Eight  
5 Hundred Fifty Dollars (\$12,850) in Escrow until Tri-State has completed the Necessary  
6 Work in the Cost to Cure Items.

7             B. Retain the contractors for the Necessary Work Cost to Cure Items A-C  
8 listed in Exhibit "C" and directly compensate each contractor for all costs, fees, and/or  
9 expenses. The County is not responsible for any payment to the selected contractors.

10            C. Failure to vacate and remove all Cost to Cure Items by the date set  
11 forth in County's written notice could result in the Tri-State forfeiting all or a part of the  
12 deposit. Any remaining Cost to Cure Items after the date set forth in County's written  
13 notice shall become the property of the County and may be removed and disposed of at  
14 the County's sole discretion.

15            D. In consideration of the relocation payment set forth in Section 2A of  
16 this Agreement, Tri-State shall be responsible for all construction and relocation  
17 activities and further defend, indemnify, and hold harmless, including all costs and  
18 attorney fees, the County of Riverside, and their employees, officials and  
19 representatives and successors for any and all claims that may be related to the Cost to  
20 Cure Items.

21       4. It is mutually understood and agreed by and between the Parties hereto that the  
22 right of possession and use of the subject property by County, including the right to  
23 remove and dispose of improvements, shall commence upon the execution of this  
24 agreement by all parties. The amount shown in Paragraph 2 includes, but is not limited  
25 to, full payment for such possession and use.

      5. Tri-State has the legal power, right and authority to enter into this Agreement and  
the instruments referenced herein, including but not limited to, amendment of any Lease  
Agreement with Domenigoni Barton Properties, to perform its obligations under and to  
consummate the transaction contemplated by this Agreement.



1 6. Effective upon the execution of this Agreement, the hereinafter described release  
2 of claims provision shall automatically go into force and effect without the need for any  
3 further action by the Parties. Tri-State releases the County, departments, officers,  
4 directors, officials, employees, agents, successors, assigns and its independent  
5 contractors from any and all claims that directly or indirectly relate to or arise from one  
6 or more of the following: A) the County's above-described SR-79 (Winchester) Road  
7 Widening Project, B) Tri-State's business, C) the Property, D) the County's acquisition  
8 of any portion of the Property from fee simple owner, E) any local, state or federal laws,  
9 including but not limited to the eminent domain laws. Tri-State shall indemnify, defend  
10 and hold harmless the County and its independent contractors free from any claims,  
11 causes of action, liabilities, damages, attorney's fees, and costs that directly or indirectly  
12 relate to or arise from the County's above-described SR-79 (Winchester) Road  
13 Widening Project and are made, asserted, filed, established, or recovered by Tri-State,  
14 any subtenants or any owner/operator of any business on the Property.

15 7. Tri-State hereby agrees and consent that all consideration tendered or granted by  
16 County to Tri-State in compliance with Tri-State's obligations under this Agreement, is  
17 accepted as full consideration for the Cost-to-Cure Items, and Tri-State shall not seek  
18 additional compensation for the relocation and removal of any of Tri-State's Property for  
19 any reason whatsoever.

20 8. The performance by the County of its obligations under this Agreement shall  
21 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 propose public improvement.

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

10. This Agreement contains the entire Agreement between the Parties regarding  
the matter set forth herein and expressly supersedes all previous agreements,  
understandings, representations, or statements between the Parties in this matter.

1 11. Tri-State, their assigns and successors in interest, shall be bound by all the  
2 terms and conditions contained in this agreement, and all the assigns and/or  
3 successors in interest thereto shall jointly and severally liable thereunder.

4 12. The individuals executing this Agreement and the instruments referenced herein  
5 on behalf of each party and the partners, officials, or trustees of each party, if any, have  
6 the legal power, right and actual authority to bind the party on whose behalf they are  
7 executing such instrument to the terms and condition of those documents.

8 13. The parties hereto expressly agree that this Agreement will be governed by,  
9 interpreted under, and construed and enforced in accordance with the laws of the State  
10 of California in which the Property is located. Venue for any proceeding related to this  
11 Agreement shall be in the County of Riverside.

12 14. This Agreement is subject to approval by the Riverside County Board of  
13 Supervisors.

14 (SIGNATURES ON NEXT PAGE)

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1 IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be duly  
2 executed as of the date last set forth below.

3 Dated: \_\_\_\_\_

TRI-STATE MATERIALS

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

5 Dated: NOV 09 2010

COUNTY OF RIVERSIDE

6 By: *Marion Ashley*  
7 Marion Ashley, Chairman  
8 Board of Supervisors

8 **ATTEST:**  
9 Kecia Harper-Ihem  
10 Clerk of the Board

11 By: *[Signature]*  
Deputy

12 **APPROVED AS TO FORM:**  
13 Pamela J. Walls  
14 County Counsel

15 By: *Synthia M. Gunzel*  
16 Synthia M. Gunzel  
17 Deputy County Counsel

18  
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20 SVra  
092710  
21 218TR  
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NOV 09 2010 3.6

1 IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be duly  
2 executed as of the date last set forth below.

3 Dated: 10-21-10

TRI-STATE MATERIALS

4 By: William E. Mari

5 Dated: \_\_\_\_\_

COUNTY OF RIVERSIDE

6 By: \_\_\_\_\_  
7 Marion Ashley, Chairman  
8 Board of Supervisors

8 **ATTEST:**  
9 Kecia Harper-Ihem  
10 Clerk of the Board

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

12 **APPROVED AS TO FORM:**  
13 Pamela J. Walls  
14 County Counsel

15 By: \_\_\_\_\_  
16 Synthia M. Gunzel  
17 Deputy County Counsel

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EXHIBIT "A"  
ASSESSOR'S PLAT MAP

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EXHBIT "B"

ALTERNATE GARBANI ACCESS ROAD

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1 EXHIBIT "C"

2 COST TO CURE ITEMS

3 The Purchase Price includes \$25,700 for the following Cost to Cure items:

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Item	Description of Work	Amount
A	Tri-State shall remove and relocate the Tri-State business sign. The relocation payment will consist of reimbursement to Tri-State for the costs incurred in conjunction with the relocation and construction of the sign, and to provide allowance for items listed in Exhibit "D-1", attached hereto and made a part hereof.	\$1,700
B	Tri-State shall move the decorative landscape rock in an interim location on the Property during the construction of alternate Garbani access road as shown on Exhibit "D-1", attached hereto and made a part hereof.	\$12,000
C	Tri-State shall move the decorative landscape rock to the final location on the Property upon completion of the construction of the alternate Garbani access road.	\$12,000
	Total Cost to Cure Items	\$25,700

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EXHIBIT "D"

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Exhibit D-1: Bid for relocation of sign relocation and relocation of decorative landscape rocks



**RIGHT OF WAY ACQUISITION AGREEMENT**

PROJECT: STATE ROUTE 79 (WINCHESTER) ROAD WIDENING

PARCELS: 0527-004 0527-006, 0527-007, 0527-008, 0527-010, 0527-011, 0527-013, 0527-014, 21126-1, 21131-1, 21132-1, 21134-1, 21134-3, 21135-1, 21135-5, 21135-6, 21135-9, 21135-11, 21138-1, 21140-1, 21140-4, 21140-5, 21141-1, 21141-3, 21143-1

APN: Portions of 466-150-007, 466-160-013, 466-160-014, 466-170-032, 466-240-002, 466-250-028, 466-260-001, 472-100-015, 472-100-016, 472-100-017, 472-100-018, 472-110-011, 472-120-002 and 472-120-006

This Right-of-Way Acquisition Agreement ("Agreement") is made as of \_\_\_\_\_, 2010, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), and ANDY DOMENIGONI AND DONALD DOMENIGONI, CO-TRUSTEES OF THE L.G.D. IRREVOCABLE TRUST DATED 12/31/96; ANDY DOMENIGONI AND CINDY DOMENIGONI, CO-TRUSTEES OF THE ANDY AND CINDY DOMENIGONI FAMILY TRUST DATED 7/8/99; DONALD LEE DOMENIGONI, TRUSTEE OF THE DONALD LEE DOMENIGONI TRUST DATED 5/26/2000; STEVEN DALE DOMENIGONI AND KIM DOMENIGONI, CO TRUSTEES OF THE S&K RECOVOCABLE TRUST DATED 05/19/08; DOMENIGONI-BARTON PROPERTIES, a California General Partnership; JEAN DOMENIGONI, SUCCESSOR TRUSTEE OF THE FRANCIS DOMENIGONI FAMILY TRUST ESTABLISHED DECEMBER 18, 1978, BY FRANCIS DOMENIGONI AND JEAN DOMENIGONI, TRUSTORS; DOMENIGONI BROTHERS RANCH, LP, a California Limited Partnership AND CRAIG 435, LLC, a California Limited Liability Company, (collectively, "Grantor"). Grantor and County collectively shall be referred to hereinafter as "Parties".

RECITALS

A. WHEREAS, County is currently working on a highway improvement project to widen State Route 79 ("SR 79") located in Riverside County, California, to four lanes between Domenigoni Parkway and Thompson Road in order to improve safety and mobility ("Project"), as more particularly described and set forth in those documents, plans and maps designated as Exhibits "A", "D-1", "D-3", "D-4", "D-5", "D-6", "D-8", "D-16", and "D-20" attached hereto and made a part hereof, as may be further amended on written approval by both Parties (collectively, the "Plans"); and

B. WHEREAS, at the time this Agreement was executed, the Agreement is based on the most current Plans for Phase 1 Supplemental Plans at 95% and Phase 2 Supplemental Plans at 95% for the Project, which can be found in the Transportation Department and as provided to Grantor, incorporated by reference as Exhibit "D-20"; and

C. WHEREAS, the Project has a length of 7.3 miles and for 2.5 of those miles, the adjacent property on one or more sides of SR 79 is owned by Grantor ("Grantor's Property") and is within the Domenigoni-Barton Specific Plan No. 310, ("SP 310"), which was adopted by the County Board of Supervisors on December 14, 2004 by Resolution No. 2004-538 and Ordinance No. 348.4258 as a 1,734.5 acre master-planned community including 4,186 dwelling units on 851.9 acres, 142.8 acres for commercial facilities, 147.7 acres for commercial/recreational facilities, 44.0 acres for schools, 204.7 acres for an 18-hole regulation

1 golf course and parks, 258.4 acres for open space, and 108.0 acres for circulation facilities, as  
2 depicted in Exhibit D-7, attached hereto and made a part hereof; and

3 D. WHEREAS, Grantor's Property is commonly known as Assessor's Parcel  
4 Numbers 466-150-007, 466-160-007, 466-160-013, 466-160-014, 466-160-015, 466-160-016,  
5 466-170-032, 466-170-033, 466-240-002, 466-240-003, 466-240-004, 466-250-028, 466-320-  
6 018, 466-320-026, 466-320-027, 466-320-028, 466-320-029, 466-320-030, 466-320-031, 466-  
320-032, 466-330-009, 466-330-010, 466-330-011, 466-330-012, 466-330-013, 472-100-010,  
472-100-015, 472-100-016, 472-100-017, 472-100-018, 472-110-011, 472-120-002, 472-120-  
003, 472-120-006, 472-130-001, and 472-130-002, which is more particularly described in  
Exhibit "D-2", attached hereto and made a part hereof; and

7 E. WHEREAS, County desires to acquire a certain portion of Grantor's Property for  
8 the Project in fee title, as well as certain slope easements, drainage easements, utility  
9 easements, and temporary construction easements needed to complete the Project, as follows:  
10 fee title by grant deed for those certain parcels described in Exhibit "C-1" attached hereto and  
11 made a part hereof ("Fee Property"); easement rights by easement deeds for those certain  
12 parcels described in Exhibit "C-2", attached hereto and made a part hereof ("Easement  
13 Property"); and temporary construction easement rights by Temporary Construction Easement  
14 Agreement between County and Grantor for those certain parcels described in Exhibit "C-3",  
attached hereto and made a part hereof ("Temporary Easement Property"). The Fee Property,  
Easement Property and Temporary Easement Property shall be collectively referred to herein  
as the "Right-of-Way Property" and is further described on Exhibit "D-1", attached hereto and  
made a part hereof ("Right-of-Way Details Map"). That portion of Grantor's Property other than  
the Right-of-Way Property is referred to hereinafter as "Grantor's Remainder Property" and as  
generally depicted on Exhibit "D-2", attached hereto and made a part hereof; and

15 F. WHEREAS, concurrently with the Right-of-Way Acquisition Agreement, the  
16 Parties will be entering into a Temporary Construction Easement Agreement whereby the  
17 County is tendering the consideration amount for said temporary construction easement rights  
18 into this Escrow and such amount is included in the Purchase Price amount provided herein and  
any additional references to the Temporary Construction Easement Agreement or Temporary  
Easement Property are for information and context purposes to the overall transaction between  
the County and Grantor; and

19 G. WHEREAS, SP 310 has certain associated mitigation measures and conditions  
20 of approval that require the improvement of SR 79 to four lanes prior to implementing a certain  
phase of development which will be satisfied by the Project; and

21 H. WHEREAS, County, the State of California Department of Transportation  
22 ("Caltrans") and the City of Murrieta entered into a Memorandum of Understanding ("MOU") on  
23 June 15, 2004 and amended on November 24, 2009, which describes the process by which  
24 design for widening SR 79, including the location of intersections, existing and future as  
described in the MOU for Holland Road, Wickerd Road, Garbani Road, and Craig Avenue, will  
be derived in accordance with Caltrans design standards and how such design is to be  
negotiated between the parties to the MOU and to address the location of future roads; and

25 I. WHEREAS, there are benefits to County to construct the Project by widening the  
east and west side of SR 79 that is south of Scott Road to Thompson Road and the west side of  
SR 79 that is north of Scott Road to Domenigoni Parkway along the portion of SP 310 as

1 described in Exhibit "A", attached hereto and made a part hereof; and

2 J. WHEREAS, these benefits include A) the ability to obtain Right-of-Way Property  
3 for the Project in exchange for County's payment of the Purchase Price to Grantor and County's  
4 compliance with its other obligations set forth in this Agreement; B) the ability to implement a  
5 portion of the ultimate roadway section as stipulated in the MOU; and C) the ability to construct  
6 the Project more expeditiously by reducing the amount of right-of-way acquisitions and  
7 minimizing relocation of utilities along the east side of SR 79; and

8 K. WHEREAS, the benefits to the Grantor in cooperating with County now and  
9 granting the Right-of-Way Property necessary for the Project include A) having County construct  
10 the ultimate pavement widening along the west side of SR 79 north of Scott Road, in  
11 conformance with SP 310, and other associated improvements comprising the Project, thereby  
12 reducing future costs of developing SP 310 and satisfying certain mitigation measures and  
13 conditions of approval of SP 310, B) having County provide the engineering for said work in  
14 conformance with SP 310, C) along the west side of State Route 79 in conformance with SP  
15 310, having County coordinating the relocation of these specific utilities in accordance with the  
16 Plans attached at Exhibit "D-20": Southern California Edison, Eastern Municipal Water District,  
17 Verizon Communications, and protect the Metropolitan Water District facilities, Grantor's  
18 existing 10-inch water pipeline installed and maintained pursuant to Grantor's CalTrans  
19 Encroachment Permit 08-93-N-UT-0-900 issued to Andy Domenigoni, and Grantor's other  
20 existing private utilities, and D) by County, Caltrans and the City of Murrieta having amended  
21 the MOU, as noted above, to adjust the spacing of intersections along SR 79 to be consistent  
22 with SP 310 and this Agreement, and to establish the western boundary for the ultimate SR 79  
23 expressway improvements adjacent to SP310 at the western boundaries of the Project.

24 NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of  
25 which are hereby acknowledged, the Parties hereby agree as follows:

#### **Article I. AGREEMENT**

1. All the above recitals are true and correct and by this reference are incorporated  
herein.

2. For good and valuable consideration, Grantor agrees to sell and convey to the  
County, and the County agrees to purchase from Grantor all the Right-of-Way Property  
described herein, under the terms and conditions set forth in this Agreement. The full  
consideration for the Right-of-Way Property ("Consideration") consists of the purchase price  
amount for the real property interests to be acquired by the County ("Purchase Price") and the  
consideration for necessary work to be completed and removal of property referenced and  
further defined below as the "Cost-to-Cure Items" ("CTC Payment") and the County's  
performance to construct the Project in accordance with this Agreement and location of existing  
and future intersections referenced in Recital H herein. The Purchase Price in the amount of  
Three Million Five Hundred Fifty One Thousand Eight Hundred Seventy Six Dollars  
(\$3,551,876), is to be distributed to the respective parties of Grantor in accordance with this  
Agreement, as shown in Exhibit "B-1", attached hereto and made a part hereof. The Cost-to-  
Cure Items in the amount of Seven Hundred Eighty-Eight Thousand Nine Hundred Thirty-Six  
Dollars (\$788,936) is the agreed upon amount for necessary work to be completed and removal  
of property by Grantor as described below.

1           A.     Grantor Cost-to-Cure Items. The Grantor Cost-to-Cure Items ("Grantor  
2     CTC") in the amount of Seven Hundred Eighty-Eight Thousand Nine Hundred Thirty-Six Dollars  
3     (\$788,936), as listed in Exhibit "B-2", attached hereto and made a part hereof, provides for  
4     consideration to be paid to Grantor for certain necessary work to be done by Grantor in order  
5     for County to proceed with its Project. Payment ("Grantor CTC Payment") is payable in  
6     accordance with Article I, Section 3.E.

7           B.     Tenant Cost-to-Cure Items. The Tenant Cost-to-Cure Items ("Tenant  
8     CTC") in the amount of Two Hundred Seventy Seven Thousand Seven Hundred Nine Dollars  
9     (\$277,709) as listed in Exhibit "B-3", attached hereto and made a part hereof, provides for  
10    consideration to be paid to Grantor's tenants, West Coast Turf and Tri-State Materials,  
11    respectively, who occupy property that is to be acquired for or affected by County's Project, for  
12    certain necessary work to be completed and removed prior to County proceeding with its  
13    Project. The County will be entering into separate Settlement Agreements with each tenant,  
14    West Coast Turf and Tri-State Materials. Payment ("Tenant CTC Payment") is payable in  
15    accordance with the terms and conditions under those certain Settlement Agreements entered  
16    into by and between the County and West Coast Turf and Tri-State Materials, respectively.

17           3.     County shall:

18           A.     Upon the mutual execution of this Agreement, open escrow ("Escrow")  
19    with Chicago Title Company ("Escrow Holder"). Promptly on the Escrow Holder's request the  
20    Parties shall execute such additional Escrow instructions as are reasonably required to  
21    consummate the transaction contemplated by this Agreement and are not inconsistent with this  
22    Agreement. In the event of any conflict between the terms of this Agreement and any  
23    additional Escrow instructions, the terms of this Agreement shall control. The Escrow Holder  
24    will hold all funds deposited by the County in an escrow account ("Escrow Account") that is  
25    interest bearing and at a bank approved by County with interest accruing for the benefit of  
26    County. The Escrow Account shall remain open until all charges due and payable have been  
27    paid and settled; at such time any remaining funds shall be refunded to the County.

28           B.     Upon the opening of Escrow (as defined herein), deposit the  
29    Consideration as follows:

30           i.     Purchase Price. Deposit into Escrow the Purchase Price  
31    ("Deposit").

32           ii.    Grantor CTC Payment. Deposit the Grantor CTC Payment in the  
33    amount of Seven Hundred Eighty-Eight Thousand Nine Hundred Thirty-Six Dollars, (\$788,936),  
34    into Escrow.

35           C.     On or before the date that Escrow is to close ("Close of Escrow):

36           i.     Closing Costs. Deposit to Escrow Holder amounts sufficient for all  
37    escrow, recording and reconveyance fees incurred in this transaction, and if title insurance is  
38    desired by County, the premium charged therefore.

39           ii.    Miscellaneous Costs. Deposit into Escrow an amount of Thirty  
40    Nine Thousand Four Hundred Forty-Seven Dollars (\$39,447), which represents five (5%)  
41    percent of the total amount for the CTC Items listed in Exhibit "B-2" ("5% Reserve"). In the

1 event there are documented unforeseen and reasonable increases to the Grantor CTC  
2 approved by the County, the County will authorize the release of funds from the 5% Reserve.  
3 The Escrow Holder shall retain all funds deposited into Escrow until instructed to release such  
4 funds. The Escrow Holder shall refund any funds not needed, expended or remaining in  
5 Escrow, including, but not limited to, the 5% Reserve and any accrued interest, to County after  
6 all matters are settled and paid in accordance with this Agreement.

7 iii. Deposit all other such documents consistent with this Agreement  
8 as are reasonably required by Escrow Holder or otherwise to close Escrow.

9 D. Authorize the Escrow Holder to close Escrow and release the Deposit, in  
10 accordance with the provisions herein, to Grantor conditioned only upon the satisfaction or  
11 waiver of each and every one of the following, whereby Grantor and County have agreed that  
12 the parties may mutually waive conditions i.-v. and County may waive condition vi.:

13 i. Written acknowledgement submitted by County that the thirty (30)  
14 days statute of limitations period to challenge the Project, this Agreement and the Substantial  
15 Conformance No.1 of SP 310 for noncompliance with the California Environmental Quality Act  
16 (California Public Resources Code Section 21000, et seq., ("CEQA")) has expired and no legal  
17 action has been filed within the statute of limitations period; and

18 ii. Written acknowledgement submitted by the County that the ninety  
19 (90) days statute of limitations period to challenge the Substantial Conformance No. 1 to SP  
20 310 for noncompliance with the Planning and Zoning (Government Code Section 65000 et  
21 seq.) has expired and no legal action has been filed within the statute of limitations period; and

22 iii. Written acknowledgement that the Temporary Construction  
23 Easement Agreement has been executed by Grantor and delivered to the County; and

24 iv. Written acknowledgement that the Settlement Agreements have  
25 been executed by each of the tenants named above and delivered to the County;

v. Written acknowledgement that Caltrans has adopted the Project's  
mitigated negative declaration and approved the Project, that the thirty (30) days statute of  
limitations period to challenge Caltrans' approval of the Project for noncompliance with CEQA  
has expired and no legal action has been filed within the statute of limitations period; and

vi. The deposit of the following documents into Escrow for  
recordation in the Official Records of the County Recorder of Riverside County ("Official  
Records") upon Close of Escrow:

a. Those certain nine (9) grant deeds executed,  
acknowledged and deposited with Escrow Holder by Grantor substantially in the forms attached  
hereto as Exhibit "C-1", ("Grant Deeds") granting the Fee Property, subject only to the following:

1. 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 received by County dated November 6, 2009,  
February 25, 2010, March 19, 2010, and March 22, 2010 for the Right-of-Way Property and are  
accepted by County in a writing provided to Escrow Holder prior to the Close of Escrow. All

1 real property taxes due and payable as of the Close of Escrow shall be paid and canceled  
2 pursuant to the provisions of Section 5081 et. seq. of the Revenue and Taxation Code.

3 2. In the event any real property taxes are due and  
4 unpaid at the Close of Escrow, Escrow Holder is authorized and instructed to credit against the  
5 Deposit due to Grantor to pay any unpaid taxes together with penalties, cost and interest  
6 thereon, and any bonds or assessments appearing on title to the Fee Property. All parties  
7 hereto acknowledge that the County is a public entity and exempt from payment of any real  
8 property taxes. There will be no proration of taxes through escrow. Grantor will be responsible  
9 for payment in connection therewith of any real property taxes due and payable on or before  
10 Close of Escrow. Grantor understands that the Tax Collector will not accept partial payment of  
11 any installment of any real property taxes and that the Escrow Holder will be paying the entire  
12 installment of real property taxes due at the Close of Escrow. At the Close of Escrow, the  
13 County will file for the property tax exemption. Any prorate refund that will be due the Grantor  
14 will be refunded to the Grantor by the County Tax Collector/Assessor outside of Escrow and  
15 Escrow Holder shall have no liability and/or responsibility in connection therewith.

16 b. Those certain six (6) easement deeds executed,  
17 acknowledged and deposited with Escrow Holder by Grantor substantially in the forms attached  
18 hereto as Exhibit "C-2", ("Easement Deeds") granting the Easement Property.

19 E. Upon or following Close of Escrow, County shall authorize the Grantor  
20 CTC Payment as follows:

21 i. Upon Close of Escrow, authorize Escrow Holder to pay Grantor  
22 the amount of One Hundred Eighty Three Thousand One Hundred Forty Four Dollars and  
23 Twenty-Five Cents (\$183,144.25), which represents fifty percent (50%) of the Grantor CTC for  
24 Items A-H listed as the Necessary Work and later defined in Exhibit "B-2", from the Escrow  
25 Account.

26 ii. Upon Close of Escrow, authorize Escrow Holder to pay Grantor  
27 the amount of Four Hundred Twenty-Two Thousand Six Hundred Forty-Seven Dollars and Fifty  
28 Cents (\$422,647.50) from the Escrow Account for the Grantor CTC listed as Items I-M, in  
29 Exhibit "B-2", not contingent upon the County proceeding with its Project.

30 iii. Escrow Holder to retain in the Escrow Account the remaining fifty  
31 percent (50%) of the amount due for the Grantor CTC until such time as the Escrow Holder is  
32 authorized to disburse to Grantor pursuant to this Section herein.

33 iv. Authorize the Escrow Holder to pay Grantor, on a prorated basis,  
34 funds from the Grantor CTC Payment amount upon Grantor's submission of written  
35 documentation showing completion of phased progress of Grantor CTC. Such documentation  
36 can be in the form of invoices received by Grantor by its contractors for the work performed for  
37 Grantor CTC.

38 F. County shall begin construction, at County's sole cost and expense, of  
39 the Project that is adjacent to Grantor's Property (included in SP310) along SR79 pursuant to  
40 and in accordance with the plans and specifications comprising the Project described above in  
41 Recital "A" within two (2) years of Close of Escrow for the Right-of-Way Property and complete  
42 the Project within two (2) years thereafter. County will provide written notice to Grantor ninety

1 (90) days prior to commencement of construction ("Notice of Commencement") for Phase 1 and  
2 Phase 2 of the Plans for the Project. In the event that the Plans are revised in a manner that  
3 any significant changes in grade of road and location or size of drainage facilities that would  
4 materially affect Grantor's approved SP310 have occurred, County shall meet and discuss with  
5 Grantor in accordance with Article II, Sections 8 and 9 herein.

6 G. Maintain services as provided in Exhibits "A", Section L, and "D-20", to  
7 Grantor's Remainder Property in conformity with the Project.

8 H. Maintain access to Grantor's Remainder Property as provided in Exhibits  
9 "A" and "D-20" in conformity with the Project.

10 I. Not allow any mechanics' liens to be recorded against the Easement  
11 Property, Temporary Easement Property, or Grantor's Remainder Property. In the event any  
12 such a lien is recorded, County shall take all actions necessary to promptly obtain a release of  
13 such lien at County's sole expense.

14 J. Maintain, or cause to maintain, the existing three-way access to  
15 Grantor's commercial and office building (address: 31755 Winchester Road, Winchester,  
16 California); prohibit any obstruction or restriction in use of the existing access until County  
17 approves as complete Grantor's construction of the alternate Garbani interim access road, as  
18 provided in Exhibits "A" and "D-9", and Caltrans approves County's construction of the traffic  
19 signal, paved intersection, and other improvements at Garbani Road and SR 79, as more  
20 particularly described in the current Plans for access to Grantor's commercial and office  
21 building at Exhibits "D-4", "D-16", and "D-20". County shall be responsible for obtaining any  
22 needed Federal Clean Water Act Sections 401, 404 permits, California streambed alteration  
23 permits required for construction of the Garbani interim access road as shown on the interim  
24 access road plans. County shall comply with the permit conditions at County's sole expense as  
25 part of the Project in a manner that does not prevent the Grantor from completing the Garbani  
interim access road. County has determined that Grantor's construction of the alternate  
Garbani interim access road in accordance with the plans attached at Exhibit "D-9" is within the  
County's agricultural grading exemption under Ordinance 457.

K. Upon Grantor's request, execute such documents and take such actions  
as are reasonably required to permit Grantor to construct the interim Garbani access road and  
assist Grantor in obtaining any permits and approvals that may be required from other  
agencies.

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

M. Prepare environmental documents and file notice(s) of determination in  
compliance with CEQA and the CEQA Guidelines (Title 14, California Code of Regulations,  
Section 15000, et seq.) in connection with its approvals of this Agreement and the Project.

N. Acknowledge that upon completion of the Project, Grantor's obligations  
for those portions of Mitigation Measure CIR-19.c. and Conditions of Approval 30. TRANS 2  
through 7 and 11 for SP310 that match the description of the Scope of Project being  
constructed by County as depicted in Exhibit "A" have been satisfied. The Mitigation Measure  
and each of the Conditions of Approval referenced above contain other Grantor obligations not  
addressed or satisfied by this Agreement.

1 O. Agrees to provide Grantor the opportunity to review and discuss the final  
2 plans with the County. Notwithstanding this Agreement to meet and discuss, this provision  
3 does not waive, alter or delegate County and Caltrans jurisdictional rights to approve the plans.

4 P. County represents that any contractors hired for the construction of the  
5 Project shall be required to procure and maintain the proper insurance coverages to cover all  
6 work to be done by such contractors in connection with the Project and to name Grantor as an  
7 additional insured.

8 Q. County shall assist Grantor in its application for obtaining an  
9 encroachment permit from CalTrans to allow Grantor's crossing of SR 79 at approximately  
10 station 208+00 (just south of Garbani Road for agricultural uses. The Parties shall work to  
11 obtain the permit prior to Close of Escrow as long as County and Grantor has the ability to  
12 mutually waive. County shall pay for costs associated with the process of seeking the initial  
13 permit. County makes no representation or warranty regarding CalTrans' actions pertaining to  
14 approval of encroachment permits.

15 4. Grantor shall:

16 A. Deliver to Escrow Holder all the final, fully executed and acknowledged  
17 Grant Deeds and Easement Deeds required to consummate this transaction.

18 B. Promptly on the Escrow Holder's request, execute such additional  
19 Escrow instructions as are reasonably required to consummate the transaction contemplated  
20 by this Agreement and are not inconsistent with this Agreement.

21 C. Remove that portion of the Right of Way property to be acquired by  
22 County from the conservation contract under the Williamson Act prior to Close of Escrow.

23 D. Deliver, or cause to be delivered, to the County, the Right of Entry and  
24 Temporary Construction Easement Agreement and the Settlement Agreements executed by  
25 the tenants named above in Article I, Section 2.

26 E. Authorize the Escrow Holder to record the Grant Deeds and the  
27 Easement Deeds in the Official Records and Close Escrow conditioned only upon the  
28 satisfaction or waiver of each and every one of the following, whereby Grantor and County  
29 have agreed that the parties may mutually waive conditions i.-v. and Grantor may waive  
30 conditions vi. - viii.:

31 i. Written acknowledgement submitted by County that the thirty (30)  
32 days statute of limitations period to challenge the Project, this Agreement and the Substantial  
33 Conformance No.1 of SP 310 for noncompliance with the California Environmental Quality Act  
34 (California Public Resources Code Section 21000, et seq.) has expired and no legal action has  
35 been filed within the statute of limitations period; and

36 ii. Written acknowledgement submitted by the County that the ninety  
37 (90) days statute of limitations period to challenge the Substantial Conformance No. 1 to SP  
38 310 for noncompliance with the Planning and Zoning (Government Code Section 65000 et  
39 seq.) has expired and no legal action has been filed within the statute of limitations period; and



1  
2                   iii.       Written acknowledgement that the Temporary Construction  
Easement Agreement has been executed by Grantor and delivered to the County; and

3                   iv.       Written acknowledgement that the Settlement Agreements have  
4 been executed by each of the tenants named above and delivered to the County; and

5                   v.       Written acknowledgement that Caltrans has adopted the Project's  
mitigated negative declaration and approved the Project, that the thirty (30) days statute of  
6 limitations period to challenge Caltrans' approval of the Project for noncompliance with CEQA  
has expired and no legal action has been filed within the statute of limitations period; and

7                   vi.       Payment by County to Escrow Holder of all escrow, recording and  
8 reconveyance fees incurred in this transaction, and if title insurance is desired by County, the  
premium charged therefore; and

9                   vii.      The deposit into Escrow by the County of the Purchase Price,  
10 CTC Remainder Funds, and Contingency Payment.

11                  viii.     Internal Revenue Service Form 8283 (Noncash Charitable  
Contributions) with the Donee Acknowledgment executed by the County.

12                  F.       Retain the contractor(s) to complete the necessary CTC work listed in  
13 Exhibit "B-2" and directly compensate each contractor for all costs, fees and expenses. The  
County is not responsible for any payment to the contractor(s) selected by Grantor and Grantor  
14 shall indemnify, defend and hold harmless the County, its officers, employees, officials,  
representatives or agents free from and against any and all claims, liabilities, penalties,  
15 forfeitures, losses or expenses, including reasonable attorney's fees, whatsoever arising from  
or caused by any actions or omissions of Grantor in connection with Grantor's selection and  
16 use of any of the contractors.

17                  G.       Upon receipt of County's ninety (90) days Notice of Commencement for  
Phase 1 and Phase 2 of the Plans for the Project, Grantor shall remove all property identified  
18 in the CTC Items A through F of Exhibit "B-2" from the Right-of-Way Property included in the  
noticed phase that is the subject of the Notice of Commencement prior to the construction  
19 commencement date. The commencement date of the construction and the area affected shall  
be determined by the County and shall be described or depicted in the written notice provided  
20 to Grantor.

21                   i.       In the event that Grantor does not remove all such property  
22 identified in the CTC Items A through F of Exhibit "B-2" from the Right-of-Way Property prior to  
the construction commencement date as set forth in the notice, and such failure continues for  
23 five (5) days after written notice thereof is given to Grantor by County, County shall have the  
right but not the obligation to complete all removal work and deduct the removal costs from the  
Grantor CTC Payment.

24                   ii.      If any of such Grantor's personal property is left on the Right-of-  
25 Way Property, such property shall be and become the property of County without any claim  
therein of Grantor.

1 H. Construct and maintain the alternate Garbani Road access road to the  
2 existing commercial and office building (address: 31755 Winchester Road, Winchester,  
3 California) as more particularly described in Exhibit "D-9" ("Garbani Road (Interim Access Road  
4 Plans)"), attached hereto and made a part hereof.

5 I. Keep that certain area of the Right-of-Way Property referenced as the  
6 "Notched Out Area", described as the Additional Area to be Acquired for R/W and depicted in  
7 Exhibit "D-11" attached hereto and made a part hereof, free and clear of permanent structures,  
8 landscaping, irrigation, and vehicular access (including sod delivery and pick up). In the event  
9 that in the future Grantor commences development of SP 310 adjacent to the Notched Out  
10 Area, Grantor hereby waives it's right to request a variance or setback adjustment for any  
11 setback requirements for the applicable zone in place at the time of such SP 310 development.

12 J. Acknowledge that all consideration tendered or granted by County to  
13 Grantor in compliance with Grantor's obligations under this Agreement, is accepted as full  
14 consideration for the Right-of-Way Property conveyed to the County, and Grantor shall not  
15 seek compensation for diminution in value for the Right-of-Way Property or Grantor's  
16 Remainder Property, including the Notched Out Area or Grantor's Remainder Property adjacent  
17 to such area.

18 K. Within five (5) days of full execution of this Agreement, Grantor shall  
19 withdraw its August 7, 2009 Comment Letter regarding circulation of the draft initial  
20 study/proposed mitigated negative declaration for the SR 79 widening project and not oppose  
21 the approval of the environmental document.

22 L. Not allow any mechanics' liens to be recorded against the Right-of-Way  
23 Property, or Temporary Construction Easement Property. In the event any such a lien is  
24 recorded, Grantor shall take all actions necessary to promptly obtain a release of such lien at  
25 Grantor's sole expense.

5. For Close of Escrow, Escrow Holder shall perform all matters for closing the  
transaction simultaneously. If Escrow Holder is unable to simultaneously perform all of the  
instructions set forth herein or as subsequently jointly instructed by the parties, Escrow Holder  
shall notify County and Grantor and retain all funds and documents pending receipt of further  
instructions jointly issued by County and Grantor.

## **Article II. MISCELLANEOUS**

1. The Parties acknowledge when the Grantor conveys a portion of Grantor's  
Property to a public agency in accordance with this Agreement that the conveyance does not  
place the Grantor in violation of the Subdivision Map Act (Government Code §66426.5). For all  
of Grantor's parcels which the County acquired a portion of the Fee Property thereof, County  
shall obtain for the Grantor a certificate of compliance and/or parcel map waiver within one year  
following the Close of Escrow evidencing that Grantor is in compliance of the Subdivision Map  
Act when Grantor develops and sells/conveys interests in those parcels.

2. The Right-of-Way Property is currently used by Grantor for livestock grazing and  
fire protection. County acknowledges and agrees that the slope easements in favor of the  
State of California ("CalTrans") identified in Exhibit "C-1", Items 1 and 2 (Parcels 21135-6 and  
21140-4), attached hereto and made a part hereof, can be used by Grantor for grazing  
purposes and fire protection maintenance in accordance with Riverside County Ordinance No.

1 695, consistent with Project construction and County agrees to maintain the slope easement  
2 during Project construction. Grantor shall not change the grade of the slope while needed.  
3 County and Grantor acknowledge that as part of the consideration herein, the slope easement  
4 can terminate when the slope is no longer necessary per the following: Grantor grants the slope  
5 easement, reserving unto Grantor the right at any time to remove such slopes or portions  
6 thereof upon removing the necessity for maintaining such slopes or portions thereof or upon  
7 providing in place thereof other adequate lateral support, the design and construction of which  
8 shall be first approved by the State Department of Transportation, for the protection and  
9 support of SR79.

6 3. County and Grantor acknowledge that the drainage easements in favor of the  
7 State of California (CalTrans) identified in Exhibit "C-2", Items 3 and 4 (Parcels 21134-3 and  
8 21140-5) and slope and drainage easements in favor of the State of California (CalTrans)  
9 identified in Exhibit "C-2" Item 5 (Parcels 21135-5, 21135-9, and 21135-11), attached hereto  
10 and made a part hereof, can be maintained (clear out weeds) by Grantor and County agrees to  
11 maintain the drainage easements during construction of the Project. The Grantor shall not  
12 modify the drainage facilities or change the flow characteristics while needed. County and  
13 Grantor acknowledge that as part of the consideration herein, the drainage easement can  
14 terminate when the drainage facility is no longer necessary per the following: . Grantor grants  
15 the drainage easement or slope and drainage easement, reserving unto Grantor the right at  
16 any time to remove such drainage or slopes and drainage or portions thereof upon removing  
17 the necessity for maintaining such drainage or slopes and drainage or portions thereof or upon  
18 providing in place thereof other adequate lateral support or drainage improvements, the design  
19 and construction of which shall be first approved by the State Department of Transportation, for  
20 the protection and support of SR79.

14 4. The Parties acknowledge that the County, while constructing the Project, will be  
15 lengthening and protecting in place a pipe in which Grantor currently has an Encroachment  
16 Permit (Permit number 08 93 N UT 0 900). County agrees to bear the responsibility to obtain  
17 the amended encroachment permit for the lengthened pipe.

17 5. Indemnification By Grantor. Grantor agrees to indemnify, defend and hold  
18 County harmless for, from and against any and all claims, demands, liabilities, costs,  
19 expenses, damages and losses, cause or causes of action and suit or suits of any nature  
20 whatsoever, arising from any negligence by Grantor or any intentional misrepresentation or  
21 breach of warranty or covenant by Grantor in this Agreement. This indemnification shall include  
22 all costs and reasonable attorney fees. Grantor's obligation to indemnify hereunder shall  
23 terminate upon the earlier of completion of Project construction or public use of the Project  
24 facilities.

21 6. Indemnification By County. County agrees to indemnify, defend and hold  
22 Grantor harmless for, from and against any and all claims, demands, liabilities, costs, expenses,  
23 damages and losses, cause or causes or action and suit or suits arising out of acts or omissions  
24 by County or any misrepresentation or breach of warranty or covenant by County in this  
25 Agreement or any document delivered to Grantor pursuant to this Agreement. This  
indemnification shall include all costs and reasonable attorney fees. County's obligation to  
indemnify hereunder shall extend beyond termination of this Agreement and will remain in effect  
until the statute of limitations has expired.

7. The performance by the County of all of its obligations under this Agreement

1 shall relieve the County of any and all further obligations or claims on account of the acquisition  
2 of the Right-of-Way Property referred to herein or on account of the location, grade, or  
3 construction of the Project.

3 8. Controversies or disputes between County and Grantor that arise from A.) this  
4 Agreement (including any modifications to this Agreement), B.) any document, agreement,  
5 procedure related to or delivered in connection with this Agreement, C.) any violation of this  
6 Agreement, or D.) any claims for damages resulting from construction of the Project that  
7 detrimentally impacts Grantor's existing land uses or the SP 310, or claims for damages for  
8 injury to persons, property, or business interests (torts) (collectively "Disputes") shall be first  
9 addressed by the Parties to attempt to reach a mutually-agreeable resolution under Sections 8  
10 and 9, which shall survive termination of this Agreement.

8 9. Prior to instituting an action, the Parties must act in good faith and first raise the  
9 matter in dispute for which it is seeking resolution, including, but not limited to, specific  
10 performance or damages in accordance to this section herein, by requesting that a meeting be  
11 held. This notice shall be in writing and shall set the meeting for a time within forty-five days  
12 after the notice is delivered, and shall state the location for the meeting, which shall be held at  
13 mutually convenient location to the Parties. Attendees at the meeting shall have sufficient  
14 authority to address the matter at issue. The parties agree to maintain the confidentiality of the  
15 meeting and shall not rely on, or introduce as evidence in any judicial or other proceeding: (a)  
16 views expressed or suggestions made by the other Party with respect to a possible settlement  
17 of the dispute: (b) admissions made by the other Party during the meeting: (c) proposals made  
18 or views expressed: or (d) the fact that the other Party had or had not indicated a willingness to  
19 accept a proposal. This section shall apply to anything communicated, exchanged, said, done or  
20 occurring in the course of the meeting. The meeting is to be considered a settlement negotiation  
21 for the purpose of all state rules protecting disclosures made during such conference from later  
22 discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral  
23 or written, made during a meeting by any Party or a Party's agent, representative, employee, or  
24 attorney are confidential and, where appropriate, are to be considered work product and  
25 privileged. Such conduct, statements, promises, offers, views and opinions shall not be subject  
to discovery or admissible for any purpose including impeachment, in any litigation or other  
proceeding involving the Parties; provided, however, that evidence otherwise subject to  
discovery or admissible is not excluded from discovery or admission in evidence simply as a  
result of it having been used in connection with the meeting.

19 During the time period that the Parties are working to resolve the issue(s), the statute of  
20 limitations applicable to the Disputes shall toll for a period of sixty (60) days ("Tolling Period").  
21 The Parties can agree to extend the Tolling Period by mutual written consent. In the event the  
22 Parties have not reached a resolution, then the Parties have all remedies at law or in equity and  
23 the statute of limitations shall begin.

22 10. County is a public entity possessing the authority to acquire real property through  
23 eminent domain proceedings. The Parties acknowledge that the Property is being conveyed by  
24 Grantor to County in lieu of condemnation by County. County acknowledges that Grantor has  
25 made the assertion that the fair market value for the aforementioned real property interests is  
more than the agreed upon purchase price.

25 11. County's Representative. The Director of Transportation, or his designee, shall  
administer this Agreement on behalf of the County and shall be authorized to and provide for

1 such administrative matters, including, but not limited to, a waiver of any conditions contained  
2 herein and provide any additional escrow instructions which may be needed.

3 12. Grantor's Representative. The Grantor parties have appointed Domenigoni-  
4 Barton Properties – Andy Domenigoni as their representative to administer this Agreement on  
5 behalf of Grantor and shall be authorized to and provide for such administrative matters,  
6 including, but not limited to, a waiver of any conditions contained herein and provide any  
7 additional escrow instructions which may be needed.

8 13. This Agreement shall not be changed, modified, or amended except by a written  
9 amendment of this Agreement executed by all of the Parties hereto. No waiver of any breach of  
10 any covenant or provision contained in this Agreement will be deemed a waiver of any  
11 preceding or succeeding breach thereof, or of any other covenant or provision contained herein.  
12 No extension of time for performance of any obligation or act will be deemed an extension of  
13 time for performance of any other obligation or act except those of the waiving party, which will  
14 be extended by a period of time equal to the period of the delay.

15 14. This Agreement is the result of negotiations between the Parties and is intended  
16 by the Parties to be a final expression of their understanding with respect to the matters herein  
17 contained. This Agreement supersedes any and all other prior agreements and understandings,  
18 oral or written, in connection therewith. All exhibits attached to this Agreement are a part hereof  
19 and are incorporated herein by reference and all provisions of such exhibits shall constitute  
20 agreements, promises and covenants of this Agreement. No provision contained herein shall  
21 be construed against the County or Grantor solely because it prepared this Agreement or any  
22 provision hereof in its executed form.

23 15. This Agreement shall inure to the benefit of and shall be binding upon the Parties  
24 to this Agreement and their respective heirs, successors, and assigns, provided that Grantor  
25 may assign rights and obligations with respect to any portion of this Agreement to any of the  
Grantor parties or subsequent owners of portions of SP 310.

16 16. Any notice to be given or to be served upon either party hereto in connection with  
17 this Agreement must be in writing and shall be deemed to have been given and received: (a)  
18 when personally delivered, (b) two (2) days after it is sent by Federal Express or similar  
19 overnight courier, a postage prepaid and addressed to the party for whom it is intended, and  
20 that party's address specified below, or (c) three (3) days after it is sent by certified or registered  
21 United States mail, return receipt requested, postage prepaid and addressed to the party for  
22 whom it is intended, at that party's address specified below:

23 If to County: Juan C. Perez  
24 Director of Transportation  
25 County of Riverside  
PO Box 1090  
Riverside, California 92502  
Telephone: (951) 955-6740  
Facsimile: (951) 955-3198  
E-mail: jcperez@rctlma.org

With a copy to: Stephi A. Villanueva  
Senior Real Property Agent

1 County of Riverside  
2 Economic Development Agency  
3 Real Estate Division  
4 3403 Tenth Street, Suite 500  
5 Riverside, California 92501  
6 Telephone: (951) 955-9277  
7 Facsimile: (951) 955-4837  
8 E-mail: svillanueva@rivcoeda.org

9 If to Grantor: Andy and Cindy Domenigoni  
10 Sky Canyon Enterprises  
11 31851 Winchester Road  
12 Winchester, CA 92596  
13 Telephone: (951) 926-6924  
14 Facsimile: (951) 926-4924

15 With a copy to: Michele A. Staples, Esq.  
16 Jackson, DeMarco, Tidus Peckenpaugh  
17 Irvine Office  
18 2030 Main Street, Suite 1200  
19 Irvine, California 92614  
20 Telephone: (949) 752-8585  
21 Facsimile: (949) 752-0597

22 If to Escrow Holder: Attn: Mary C. Antinora, Escrow Agent  
23 Chicago Title Company  
24 11870 Pierce Street, Suite 100  
25 Riverside, California 92505  
Telephone: (909) 384-7853  
Facsimile: (909) 384-7855  
E-mail: Mary.Antinora@CTT.com

If to Title: Attn: Kelly McDole  
Chicago Title Company  
11870 Pierce Street, Suite 100  
Riverside, California 92505  
Telephone: (909) 381-6751  
Facsimile: (909) 384-7981  
E-mail: McDoleK@CTT.com

21 Either party may change the place for the giving of notice to it by thirty (30) days prior  
22 written notice to the other party as provided herein.

23 17. Nothing in this Agreement shall be deemed to be a gift or dedication of any  
24 portion of the Grantor's Property to the general public, or for any public use or purpose  
25 whatsoever. Except as specifically provided herein, no right, privileges or immunities of any  
party shall inure to the benefit of any third party, nor shall any third party be deemed to be a  
beneficiary of any of the provisions contained herein.

1           18. This Agreement may be executed in one or more counterparts. Each shall be  
2 deemed an original and all, taken together, shall constitute one and the same instrument. This  
3 Agreement shall not be recorded.

4           19. This Agreement is subject to the approval of the County Board of Supervisors  
5 and shall not be effective until it is executed by all Parties and approved by the County Board of  
6 Supervisors.

7           20. In any proceeding between the Parties hereto seeking to enforce or construe any  
8 of the terms and provisions of this Agreement, the prevailing party in such action shall be  
9 awarded its reasonable costs and expenses and attorneys' fees, in addition to severance and  
10 other damages, injunctive or other relief.  
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[SIGNATURE PROVISIONS ON FOLLOWING PAGES]

1 IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives  
2 to execute this Agreement.

3 Dated: November 4, 2010

4 **GRANTOR:**

THE L.G.D. IRREVOCABLE TRUST DATED 12/31/96

5 By: Andy Domenigoni Co-Trustee  
Andy Domenigoni, Co-Trustee

By: Donald Domenigoni Co-Trustee  
Donald Domenigoni, Co-Trustee

6 THE ANDY AND CINDY DOMENIGONI FAMILY TRUST DATED 7/8/99

7 By: Andy Domenigoni Co-Trustee  
Andy Domenigoni, Co-Trustee

By: Cindy Domenigoni Co-Trustee  
Cindy Domenigoni, Co-Trustee

8 THE DONALD LEE DOMENIGONI TRUST DATED 5/26/2000

9 By: Donald Lee Domenigoni Trustee  
Donald Lee Domenigoni, Trustee

10 THE S&K DOMENIGONI REVOCABLE TRUST DATED 5/19/08

11 By: Steve Dale Domenigoni Co-Trustee  
Steve Dale Domenigoni, Co-Trustee

By: Kim Domenigoni Co-Trustee  
Kim Domenigoni, Co-Trustee

12 DOMENIGONI-BARTON PROPERTIES, A CALIFORNIA GENERAL PARTNERSHIP

13 By: Jean Domenigoni  
Name: JEAN DOMENIGONI, TRUSTEE  
Its: Partner

By: Elsa E. Barton  
Name: Elsa E. Barton, Trustee  
Its: Partner

14 THE FRANCIS DOMENIGONI FAMILY TRUST ESTABLISHED DECEMBER 18, 1978 BY  
15 FRANCIS DOMENIGONI AND JEAN DOMENIGONI, TRUSTORS

16 By: Jean Domenigoni #EE  
Jean Domenigoni, Successor Trustee

17 CRAIG 435, LLC

18 By: Andy Domenigoni  
Name: Andy Domenigoni  
Its: manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

19 DOMENIGONI BROTHERS RANCH, LP

20 By: Andy Domenigoni  
Name: Andy Domenigoni  
Its: \_\_\_\_\_


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



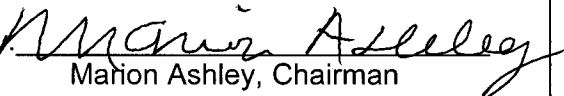
1 SIGNATURE PROVISIONS CONTINUED:

2  
3 COUNTY:

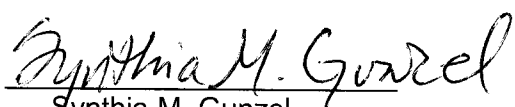
4 ATTEST:  
5 Kecia Harper-Ihem  
6 Clerk of the Board

7 By:   
8 Deputy

COUNTY OF RIVERSIDE

By:   
Marion Ashley, Chairman  
Board of Supervisors

9 APPROVED AS TO FORM:  
10 Pamela J. Walls  
11 County Counsel

12 By:   
13 Synthia M. Gunzel  
14 Deputy County Counsel

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EXHIBIT "A"  
SCOPE OF PROJECT

The County shall:

A. Construct four lanes on SR 79 between Domenigoni Parkway and Thompson Road, with signalized, full turning movement intersections fixed at Holland Road, Garbani Road/North Village Loop–South, and Scott Road, and a right-in and right-out turning movement intersection with ultimate curb return improvements on the west side of SR-79 and traffic signal conduit stub-outs for a future full turning movement traffic signal at Craig Avenue/North Village Loop – North, all consistent with SP 310, and with no funding to be provided by Grantor. The portions bordering SP 310 include Assessor's Parcel Numbers 472-100-016, 466-250-028, 466-240-002, 466-160-013, 466-160-014, and 466-150-007 shall be constructed at the ultimate westerly pavement limit, north of Scott Road. South of Scott Road, the widening transitions to a symmetrical widening to accommodate the four lane configuration and not the ultimate. The improvements shall be constructed in conformance to Exhibits "D-1", "D-3", "D-4", "D-5", "D-6", "D-8", "D-16", and "D-20" attached hereto and made a part hereof.

B. Construct a traffic signal with full turning movements at the intersection of Holland Road and SR 79 in accordance with Exhibit "D-20", at County's sole expense as part of the Project.

C. Maintain full turn access at Holland Road during Project construction in accordance with Exhibit "D-20". However, there may be short-term traffic disruptions at times of foremost construction activities in order to facilitate construction. County shall provide reasonable notice to Grantor in advance of implementation of any short term traffic restrictions.

D. Construct a traffic signal with full turning movement at the intersection of Garbani Road and SR 79, at County's sole expense as part of the Project. The curb returns at the northwest and southwest corners shall be constructed which is intended to connect to interim Garbani access road, as depicted on Exhibits "D-4" and "D-20", attached hereto and made a part hereof. County shall also pave the portion of interim Garbani access road as depicted on Exhibit "D-16", attached hereto and made a part hereof. The Garbani Road access will be open and functioning only upon the completion of the construction of the interim Garbani access road by Grantor and paving of the "knuckle" portion of interim Garbani access road by County.

E. Maintain, or cause to maintain, full turn access at the intersection of the existing access road to Grantor's commercial and office building (address: 31755 Winchester Road, Winchester, California) and SR 79 in accordance with Exhibit "D-20". However, there may be short-term traffic disruptions at times of foremost construction activities in order to facilitate construction. County shall provide reasonable notice to Grantor in advance of implementation of any short term traffic restrictions. Once the Garbani Road access is open and functioning, Grantor will access commercial and office buildings and sod farm operations at the newly constructed Garbani Road intersection. If Garbani Road access is not open and functioning, the existing access from SR 79 to the commercial and office building will be right-in/right-out. At that time, the existing access from SR79 to the commercial and office building will be closed.

F. Identify Garbani Road with adequate signage per Caltrans/County standards to direct vehicular traffic from north and southbound lanes of SR 79 to Garbani Road.

1 G. Install the underground traffic signal ducts at Craig Road and SR 79 at County's  
2 sole expense as part of the Project as depicted on Exhibits "D-5" and "D-20", attached hereto  
and made a part hereof.

3 H. Modify the traffic signal at the intersection of Scott Road/Washington Road and  
4 SR 79, at County's sole expense as part of the Project. The curb returns at the northwest and  
5 southwest corners shall be constructed as depicted on Exhibits "D-6" and "D-20", attached  
hereto and made a part hereof.

6 I. Relocate utilities along the westerly frontage of SP 310 as shown on Exhibits "D-  
8" and "D-20", attached hereto and made a part hereof.

7 J. Protect in place and extend the existing 10-inch water pipeline in favor of  
8 Grantor installed and maintained pursuant to CalTrans Encroachment Permit 08-93-N-UT-0-  
9 900 issued to Andy Domenigoni utilities including but not limited to irrigation facilities as shown  
on Exhibits "D-8" and "D-20".

10 K. During Project construction, maintain all rights of way, improvements, utilities,  
drainage, and slopes within the Right-of-Way Property in accordance with Exhibit "D-20".

11 L. During Project construction, County shall provide written notice in the Project  
12 plans and specifications and bid sheets for all utilities and contractors to continuously maintain  
Grantor's private water supply facilities and water, power, telephone and other utility services to  
13 Grantor's Remainder Property in accordance with Exhibit "D-20", except for scheduled  
interruption in service to switch over to new or relocated water or utility lines; install temporary  
14 bypass services prior to commencing any Project construction that may impact existing water  
supply or utility services to Grantor's Property; give written notice to Grantor at least seventy-  
15 two (72) hours before any interruption in water supply or utility service for the few hours that it  
takes to switch over to the new or relocated water or utility lines; maintain a designated  
16 emergency contact person available to Grantor by telephone on a 24-hour basis; and  
immediately reconnect water supply and utility services upon Grantor's notice of non-scheduled  
17 interruption of any such service. In no event shall any water supply or utility service to  
Grantor's Remainder Property be interrupted for a period longer than twenty-four (24) hours,  
18 except for outages that are beyond the control or not caused by the County, without Grantor's  
prior written consent. In the event of an interruption that may last greater than twenty-four (24)  
19 hours, the County shall provide, or cause to provide an alternate water source, in accordance  
with Exhibit "D-20".

20 M. Prior to commencement of Project construction, provide Grantor with telephone  
21 number for the Project's emergency contact person available to respond to Grantor on a 24-  
hour basis.

22 N. Grade Grantor's existing access south of Colfax Road and maintain right in, right  
23 out access to SR79 in favor of Grantor's abutting property in accordance with Exhibit "D-20".

24 O. Asphalt paving, at County's expense, the portion of interim Garbani Access  
25 Road as depicted in Exhibits "D-16" and "D-20".

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EXHIBIT "B-1"  
DOMENIGONI ENTITIES  
PURCHASE PRICE BREAKDOWN

Entity	Cash Totals
Domenigoni Barton Properties	\$1,797,782.00
SEC 21 Boys	
LGD Irrevocable Trust	\$255,717.50
Andy & Cindy Domenigoni	\$255,717.50
Donald Domenigoni	\$255,717.50
Steve & Kim Domenigoni	\$255,717.50
Craig 435, LLC	\$515,045.00
Francis Domenigoni Family Trust c/o Jean Domenigoni	\$24,700.00
Domenigoni Brothers Ranch	\$191,479.00
Total Purchase Price	\$3,551,876.00

EXHIBIT "B-2"  
GRANTOR COST-TO-CURE ITEMS

The Grantor Cost-to-Cure Payment to be paid by County in the amount of Seven Hundred Eighty-Eight Thousand Nine Hundred Thirty-Six Dollars (\$788,936) for the following items: Items A-H are identified as necessary work to be done in order for the County to proceed with any portion of the Project ("Necessary Work"), are activities to be done by Grantor that are within the Right-of-Way Property, are contingent upon the County proceeding with its Project. Items I-M are identified as work not needed as the activities that are located outside of the Right-of-Way Property or are not contingent upon County proceeding with its Project. All Exhibits referenced below are attached hereto and made a part hereof.

Item	Description of Work	Allocation	
		Domenigoni Brothers Ranch	Domenigoni-Barton Properties
A	Grantor to remove and relocate irrigation lines (riser and blow-off valves) and in-line fertilizer systems, as shown on Exhibit "D-13".	\$22,375	
B	Grantor to remove landscaping and front sod display, fencing and trees near the sod farm office building located at 31755 Winchester Road, as shown on Exhibit "D-14".		\$14,000
C	Grantor to remove approximately 4 acres of wheat field as shown on Exhibit "D-15".	\$1,840	
D	Grantor to remove Domenigoni Valley trailer as shown on Exhibit "D-17".	\$600	
E	Grantor responsible for having the pole and shade cloth barn removed. Grantor intends to have the pole and shade cloth barn reconstructed on another part of the property to be selected by Grantor. The relocation payment consists of reimbursement to Grantor for the costs incurred and to provide allowance for items listed in Exhibit "D-14".		\$30,000
F	Leachline relocation		\$3,500
G	Grantor to construct interim access road to Grantor's commercial and office building fronting and accessing off SR-79 address (31851 Winchester Road, Winchester, California) from Garbani Road, as aligned consistent with SP 310, as shown on Exhibits "D-9 and D-10".		\$293,973.50
H	Grantor to grade pad to the west of the existing pad as shown on Exhibit "D-18".		Included Amount in Item G

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Item	Description of Work	Allocation	
		Domenigoni Brothers Ranch	Domenigoni-Barton Properties
I	Grantor to relocate parking area as shown on Exhibit "D-19".		\$99,097.50
J	Grantor to install barbed wire fencing between the interim Garbani access road and the Tri-State Materials yard		\$16,800
K	Reimbursement of AEI-CASC fees.		\$250,000
L	Grantor to remove private communication line from poles. The relocation payment consists of reimbursement to Grantor for the costs incurred and to provide allowance for items listed in Exhibit D-10.		\$3,025
M	Grading of Old Washington/New Washington Agriculture Access; provided Grantor has performed this item and was not otherwise performed by the County.		\$53,725
	Subtotal Grantor Cost to Cure Items	\$24,815	\$764,121
	Total Grantor Cost to Cure to Domenigoni Entities	\$788,936	

EXHIBIT B-3  
TENANT COST-TO-CURE ITEMS

WEST COAST TURF TENANT. Although the following Cost-to-Cure items will be paid under separate agreement between County and West Coast Turf (WCT), the inclusion of this list is to provide consolidated details for what the County needs done in order to proceed with its Project:

Item	Description of Work	Amount
A	WCT shall remove and relocate three (3) WCT signs and large people signs. The relocation payment consists of reimbursement to WCT for the costs incurred in conjunction with the relocation and reconstruction of the signs.	\$16,000
B	WCT shall remove the sod along the portion located within the planned road widening project and provide to County, at County's request and in accordance with procedures provided in the Settlement Agreement.	\$205,309
C	WCT shall remove the sod affected by the parking relocation.	\$16,553
D	As a result of the alternate Garbani access road, WCT shall remove and relocate three (3) storage containers and provide for a screened area on the west side of the sod farm office building and new parking area.	\$14,147
	Total Cost to Cure Items payable to WCT	\$252,090

TRI-STATE MATERIALS TENANT. Although the following Cost-to-Cure items will be paid under separate agreement between County and Tri-State Materials (Tri-State), the inclusion of this list is to provide consolidated details that the County needs done in order to proceed with its Project:

Item	Description of Work	Amount
A	Tri-State shall remove and relocate the Tri-State business sign. The relocation payment consists of reimbursement to Tri-State for the costs incurred in conjunction with the relocation and construction of the sign	\$1,700
B	Tri-State shall move the decorative landscape rock in an interim location on the Property during the construction of alternate Garbani access road	\$12,000
C	Tri-State shall move the decorative landscape rock to the final location on the Property upon completion of the construction of the alternate Garbani access road.	\$12,000
	Total Cost to Cure Items payable to Tri-State	\$25,700

1 EXHIBIT "C"  
2 GRANT DEEDS

3 "C-1" FEE PROPERTY

- 4 1. A portion of Assessor's Parcel Number (APN) 466-150-007; Parcel 0527-013 in favor of the  
5 County of Riverside  
6 2. A portion of APNs 466-240-002, 466-250-028, 466-260-001, 466-160-014, & 466-150-007;  
7 Parcels 21135-1, 21138-1, & 21141-1 in favor of the State of California  
8 3. A portion of APN 466-170-026; Parcel 0527-014 in favor of the County of Riverside  
9 4. A portion of APN 466-170-026; Parcel 21143-1 in favor of the State of California  
10 5. A portion of APNs 472-100-015, 472-100-016, 472-100-017 & 472-100-018; Parcels 0527-  
11 004, 0527-006, 0527-008, & 0527-011 in favor of the County of Riverside  
12 6. A portion of APNs 472-100-015, 472-100-018, & 472-100-016; Parcels 21126-1, 21132-1, &  
13 21134-1 in favor of the State of California  
14 7. A portion of APNs 472-120-002 & 472-120-006; Parcels 0527-007 & 0527-010 in favor of  
15 the County of Riverside  
16 8. A portion of APN 472-110-011; Parcel 21131-1 in favor of the State of California  
17 9. A portion of Assessor's Parcel Number 466-160-013 and 466-160-014; Parcel 21140-1 in  
18 favor of the State of California

19 Deeds in favor of the County of Riverside and State of California will be made subject to  
20 Grantor's rights in the Final Order of Condemnation recorded July 17, 1997, as Instrument No.  
21 250793 of Official Records of Riverside County, State of California, and in the Final Judgment  
22 in Condemnation filed on July 16, 1997 in the Superior Court for the State of California in the  
23 case of the *Metropolitan Water District of Southern California v. Jean Domenigoni, et al.*,  
24 Riverside County Superior Court Case No. 229049, and  
25 the reservation of Grantor's water rights.

The following language will be omitted from all deeds:

"...and the grantor, for the grantor and the grantor's successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway."

"C-2" EASEMENT PROPERTY

Easement for Slope Purposes:

1. A portion of APNs 466-250-028; Parcel 21135-6 in favor of the State of California & 466-160-013; Parcel 21140-4 in favor of the State of California
2. A portion of APN 466-160-013; Parcel 21140-4 in favor of the State of California

Easement for Drainage Purposes:

3. A portion of APNs 472-100-016 & 466-160-013; Parcels 21134-3 in favor of the State of California



1 4. A portion of APN 466-160-013; Parcel 21140-5 in favor of the State of California

2 Easement for Slope and Drainage Purposes:

3 5. A portion of APN 466-250-028 & 466-240-002; Parcel 21135-5, 21135-9 and 21135-11 in  
4 favor of the State of California

5 Easement for Utility Purposes

6 6. A portion of APN 466-150-007; Parcel 21141-3 in favor of the Eastern Municipal Water  
7 District

8 All deeds for slope, drainage, and slope and drainage will provide that Grantor shall have the  
9 right at any time to terminate all or any of the slope easements, and remove such slopes or  
10 portions thereof upon removing the necessity of maintaining such slopes or portions thereof or  
11 upon providing in place thereof other adequate lateral support, the design and construction of  
12 which shall be first approved by CalTrans, for the protection and support of SR 79.

13 All deeds for slope, drainage, and slope and drainage easements will provide that Grantor shall  
14 have the right at any time to terminate all or any of the drainage easements, remove such  
15 drainage facilities or portions thereof and change the flow characteristics upon removing the  
16 necessity of maintaining such facilities or portions thereof or upon providing in place thereof  
17 other adequate drainage facilities, the design and construction of which shall be first approved  
18 by CalTrans, for the protection of SR 79.

19 "C-3" TEMPORARY CONSTRUCTION EASEMENT PROPERTY

20 1. A portion of APNs 472-100-015, 472-100-016, 472-100-017, & 472-100-018; Parcels  
21 21126-2, 21132-3, 21132-4, 21134-4, & 21137-2

22 2. A portion of APNs 466-250-028, 466-240-002 & 466-150-007; Parcel 21135-10 and 21141-4

23 3. A portion of APNs 466-160-013 & 466-160-014; Parcel 21140-6 & 21140-7

24 4. A portion of APNs 472-120-002 & 472-120-006; Parcels 21133-1 & 21136-2

25 5. A portion of APN 466-170-032 (formerly APN 466-170-026); Parcel 21143-2

6. A portion of APN 472-110-011; Parcel 21131-2.

Note: All Temporary Construction Easement Property is in favor of the County of Riverside.

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EXHIBIT "D"  
MAPS, PLANS, AND SUPPORTING DOCUMENTS

County Documents

- Exhibit D-1: Right of Way Details Map
- Exhibit D-3: Construction Details Map
- Exhibit D-4: Garbani Road Traffic Signal Plan
- Exhibit D-5: Future Craig Road Traffic Signal Duct Plan
- Exhibit D-6: Scott/Washington Road Signal Modification Plan
- Exhibit D-8: Utility Relocation Detail Map
- Exhibit D-11: Notch out area
- Exhibit D-12: Settlement Agreements
- Exhibit D-13: Irrigation and in-line fertilizer system map
- Exhibit D-14: Front Sod Farm Display, fencing, trees and haybarn
- Exhibit D-15: Wheat removal
- Exhibit D-16: Garbani Road (pave "knuckle" area)
- Exhibit D-17: Trailer on southeast corner of SR 79 and Holland
- Exhibit D-20: Phase 1 Supplemental Plans at 95% and Phase 2 Supplemental Plans at 95%, for the Project, AEI-CASC Comments on the Plans and CH2MHill Responses to AEI-CASC Comments incorporated by reference, exhibits to be found in Transportation Department and as provided to Grantor. [The list of plans, comments and responses comprising the Project defined in this Agreement is to be revised to include more specific references, including dates, etc.]
- Exhibit D-21: Old Washington and Washington Agricultural Access

Grantor Documents

- Exhibit D-2 Land Use Map
- Exhibit D-7: Domenigoni Barton Properties Specific Plan 310 Land Use Concept Map
- Exhibit D-9: Garbani Road (Interim Access Road Plans)
- Exhibit D-10: Bids for Grantor Cost to Cure Items
- Exhibit D-18: Pad Site
- Exhibit D-19: Parking lot area

Exhibit D-1  
Right of Way Details Map

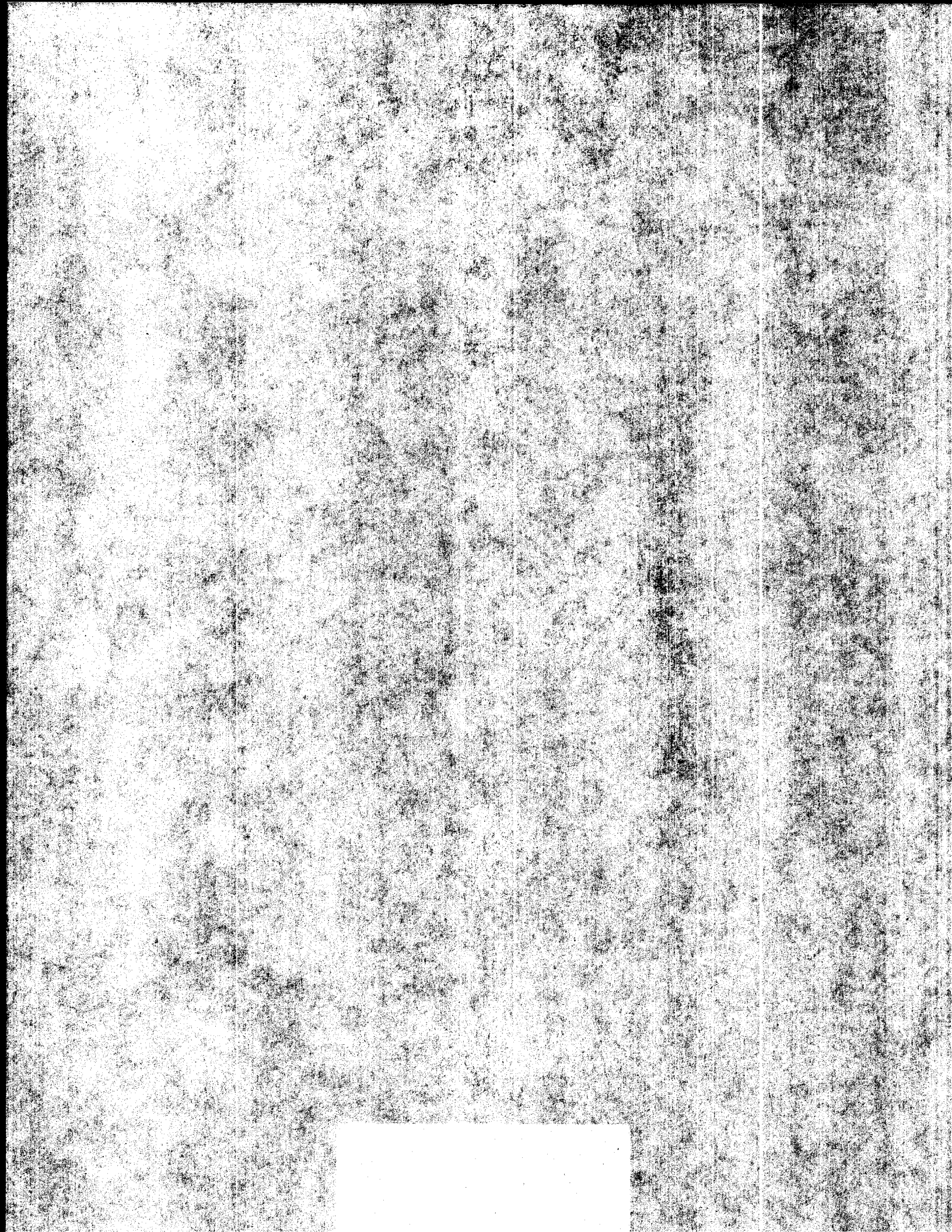
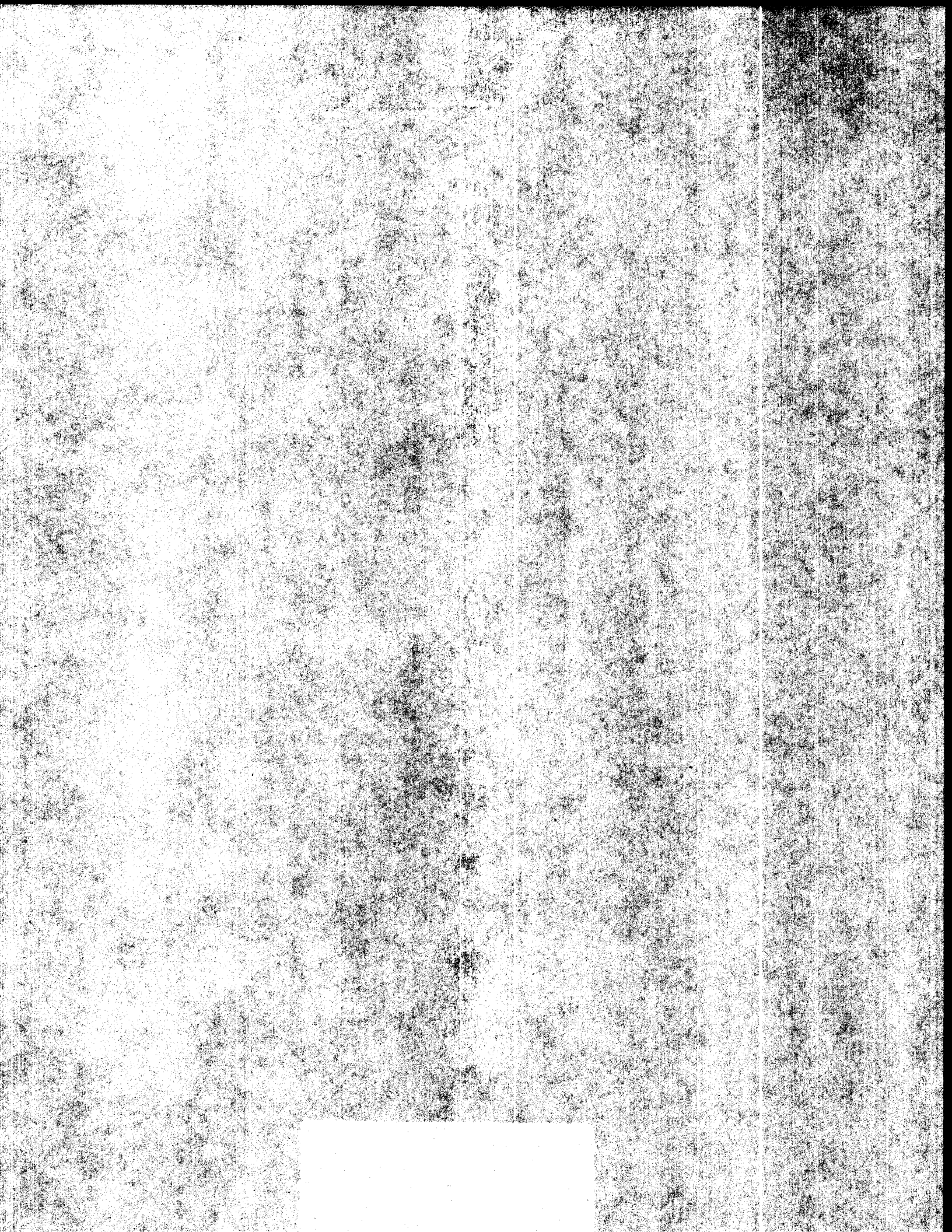
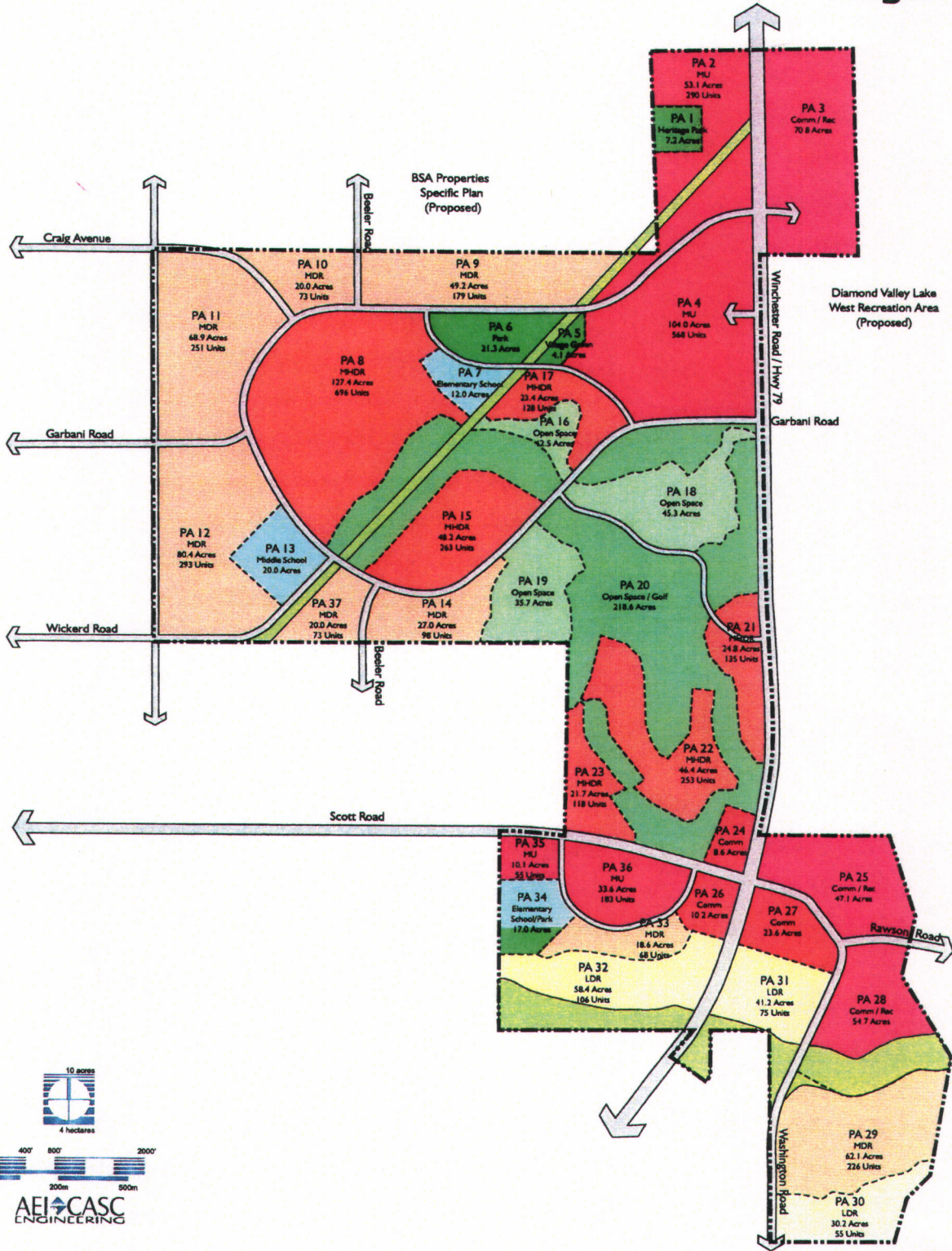


Exhibit D-2  
Land Use Map



# Land Use Plan

## Figure IV-1



Specific Plan No. 310

Specific Plan IV-4

Exhibit D-3  
Construction Details Map



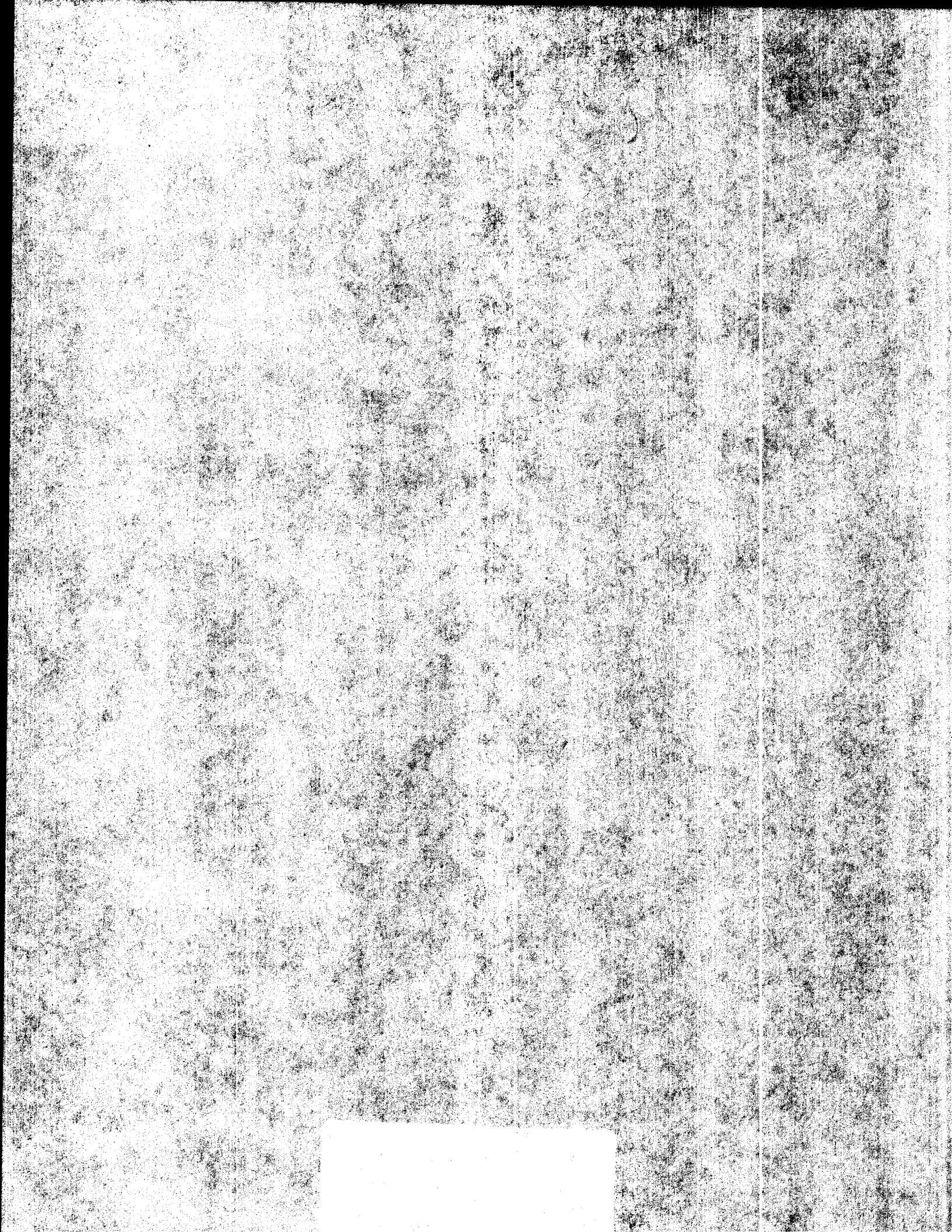
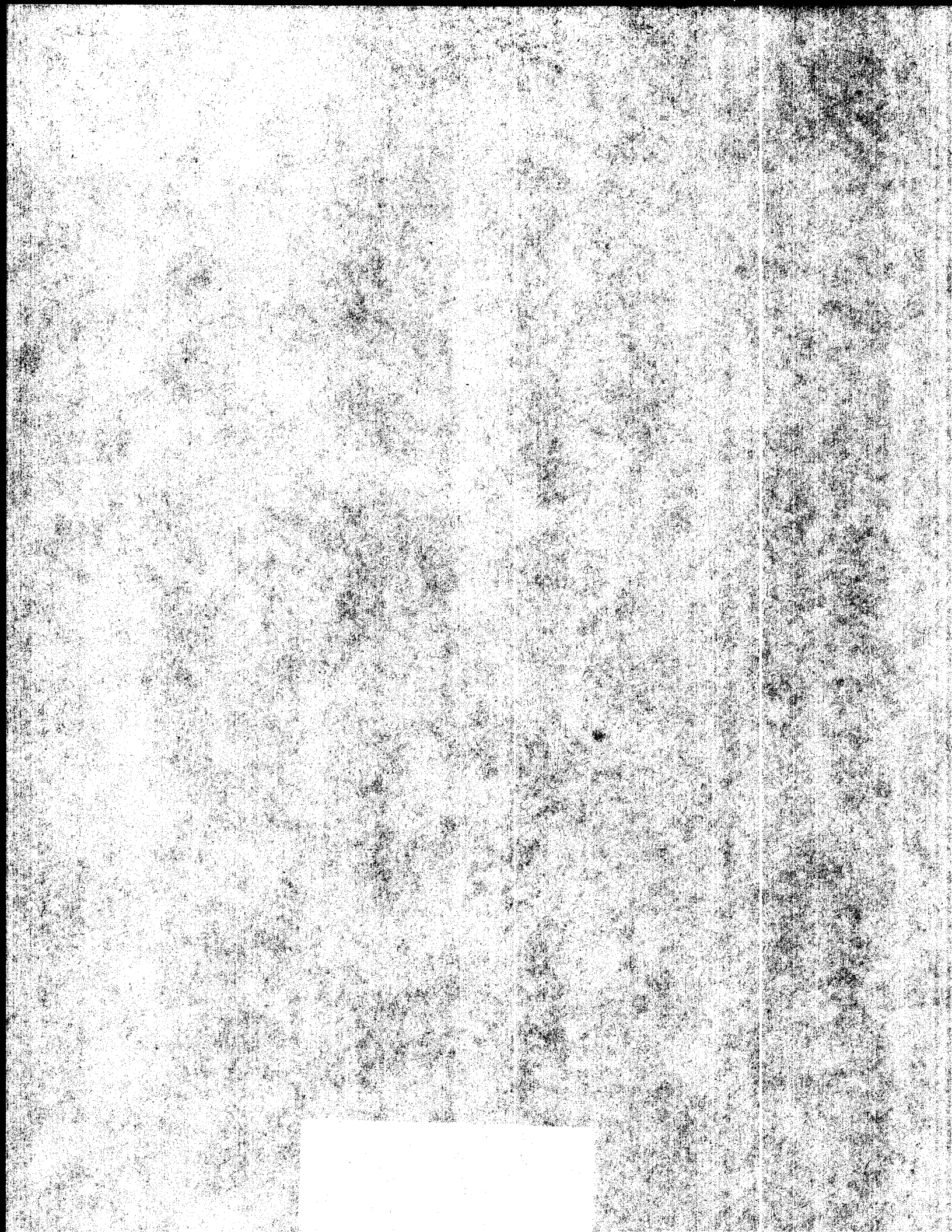


Exhibit D-4  
Garbani Road  
Traffic Signal Plan



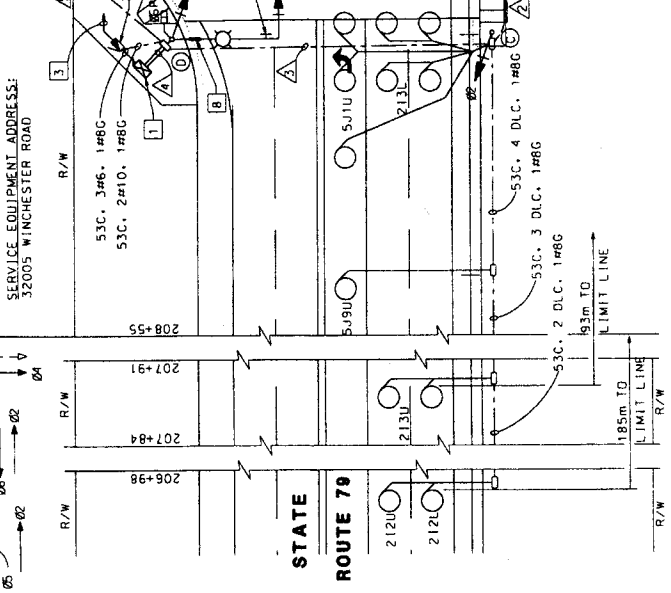
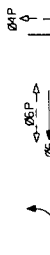
DCST	COUNTY	ROUTE	KILOMETER POST MILE	TOTAL SHEETS
08	RIV	79	R. 3.5/115.8	



**PROJECT NOTES (SHEETS E-5, E-6):**

- INSTALL STATE-FURNISHED MODEL 2070 CONTROLLER ASSEMBLY IN TYPE 332 CABINET. INSTALL BATTERY BACKUP SYSTEM IN AN EXTERNAL ENCLOSURE.
- INSTALL 120/240V, TYPE III-CF DUAL METER SERVICE EQUIPMENT ENCLOSURE WITH THE FOLLOWING CIRCUIT BREAKERS:
  - 100 AMP - MAIN
  - 50 AMP - SIGNAL
  - 15 AMP - PHOTOELECTRIC CONTROL
  - 30 AMP - SAFETY LIGHTING
  - 15 AMP - SPARE
- PROVIDE ONE TYPE V PHOTOELECTRIC CONTROL FOR SAFETY LIGHTING AND ONE TYPE V FOR SPARE. THE CONTRACTOR SHALL PROVIDE ALL REQUIRED ELECTRICAL SERVICE HOOK UPS.
- INSTALL 78C, MT ID SERVICE FEED LOCATION PER SEE REQUIREMENTS. CONDUCTORS TO BE INSTALLED STANDARD PLAN ES-4E OPTICAL DETECTOR PER CALTRANS STANDARD.
- INSTALL R3-11(CA) SIGN ON MAST ARM.
- INSTALL R3-18 SIGN ON MAST ARM.
- INSTALL R9-30 & R9-3 (NO PED XING) SIGNS ON SIGNAL POLE.
- INSTALL REFLECTIVE SHEETING STREET NAME SIGN MOUNTED ON MAST ARM.
- FURNISH AND DELIVER 1 (ONE) CDMA MODEM (WIRELESS CELLULAR DATA COMMUNICATIONS ASSEMBLY) TWO WEEKS BEFORE SIGNAL TURN ON TO MR. TONY SARMIENTO, RIVERSIDE ELECTRICAL OPERATIONS, 464 W. FOURTH STREET, SIXTH FLOOR, SAN BERNARDINO, CA 92401-1400.

**PHASE DIAGRAM**

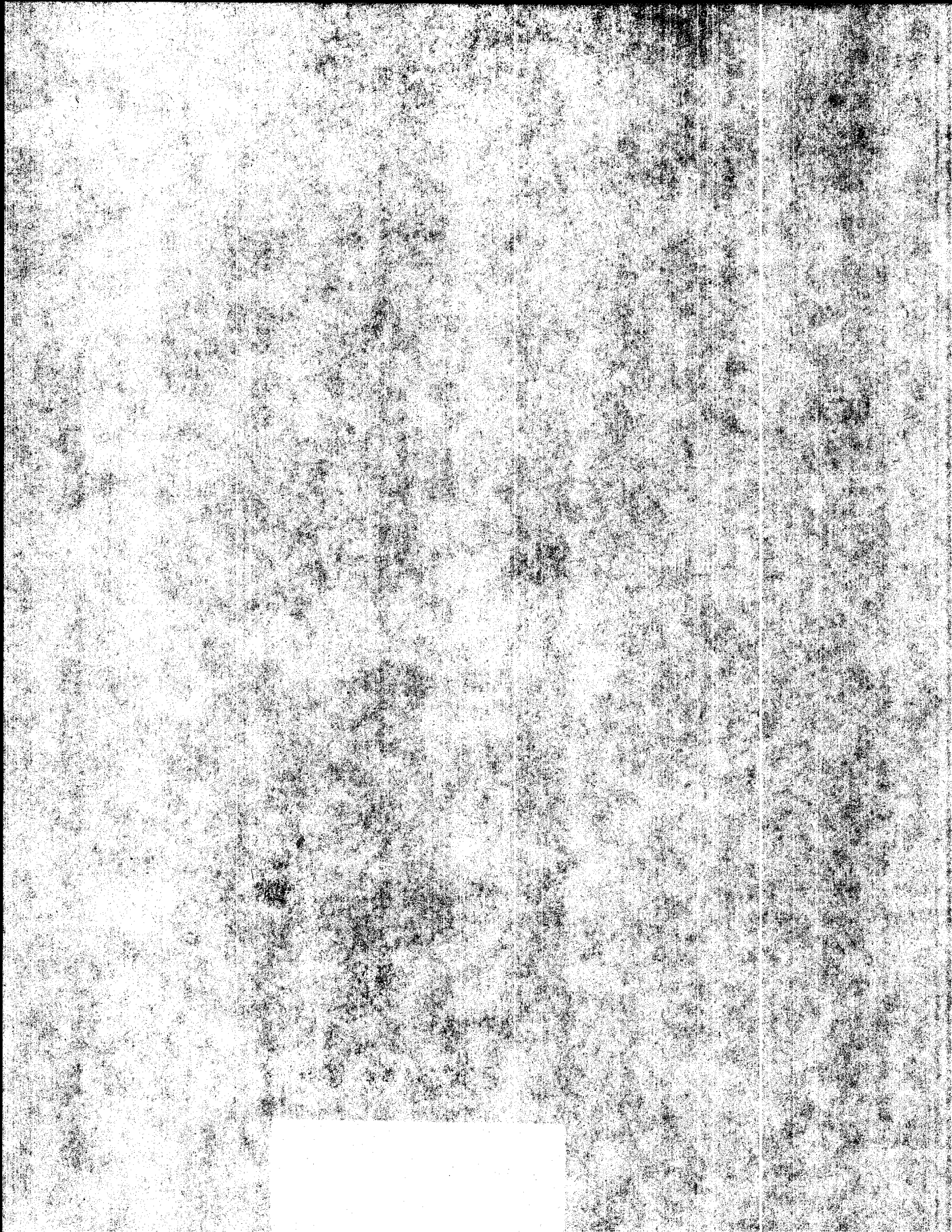


NOTE:  
SEE SHEET 6 FOR SCHEDULES AND GENERAL NOTES.  
THIS IS PLAN ACCURATE FOR ELECTRICAL WORK ONLY.

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN  
**(LOCATION 1)**  
**SIGNAL AND LIGHTING**  
SR 79 / GARBANI ROAD  
SCALE: 1:1,200  
E-5

REGISTERED CIVIL ENGINEER  
 PLANS APPROVAL DATE: \_\_\_\_\_  
 REGISTERED PROFESSIONAL ENGINEER  
 ANDREW P. QUINN  
 No. 100000000  
 CIVIL  
 CONTRACTOR HAS A WEB SITE. TO GO TO THE WEB SITE, GO TO: <http://www.cd.ca.gov>  
 RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT  
 3525 14TH STREET  
 RIVERSIDE, CA 92501  
 SC ENGINEERING  
 14890 SEVENTH STREET, UNIT B  
 VICTORVILLE, CA 92395

Exhibit D-5  
Future Craig Road Traffic  
Signal Duct Plan





FUTURE CRAIG ROAD

NOTE:  
EXISTING CRAIG RD TO BE CLOSED  
ONCE FUTURE CRAIG RD IS OPENED.

EXISTING CRAIG ROAD  
(UN-PAVED)

STOP

INSTALL 103mm C. MT  
FOR FUTURE USE

INSTALL TRAFFIC PULL BOX

INSTALL 103mm C. MT  
FOR FUTURE USE

INSTALL BARRICADES  
(PER CALTRANS REQUIREMENTS)

INSTALL 103mm C. MT  
FOR FUTURE USE

INSTALL TRAFFIC PULL BOX

217

INSTALL TRAFFIC PULL BOX

RAISED MEDIAN  
(PER CALTRANS REQUIREMENTS)

EXISTING DRAINAGE CHANNEL (UN-LINED)

FUTURE SIGNAL CONDUIT  
SR 79/CRAIG ROAD  
EXHIBIT  
NO SCALE

Exhibit D-6  
Scott/Washington Road  
Signal Modification Plan



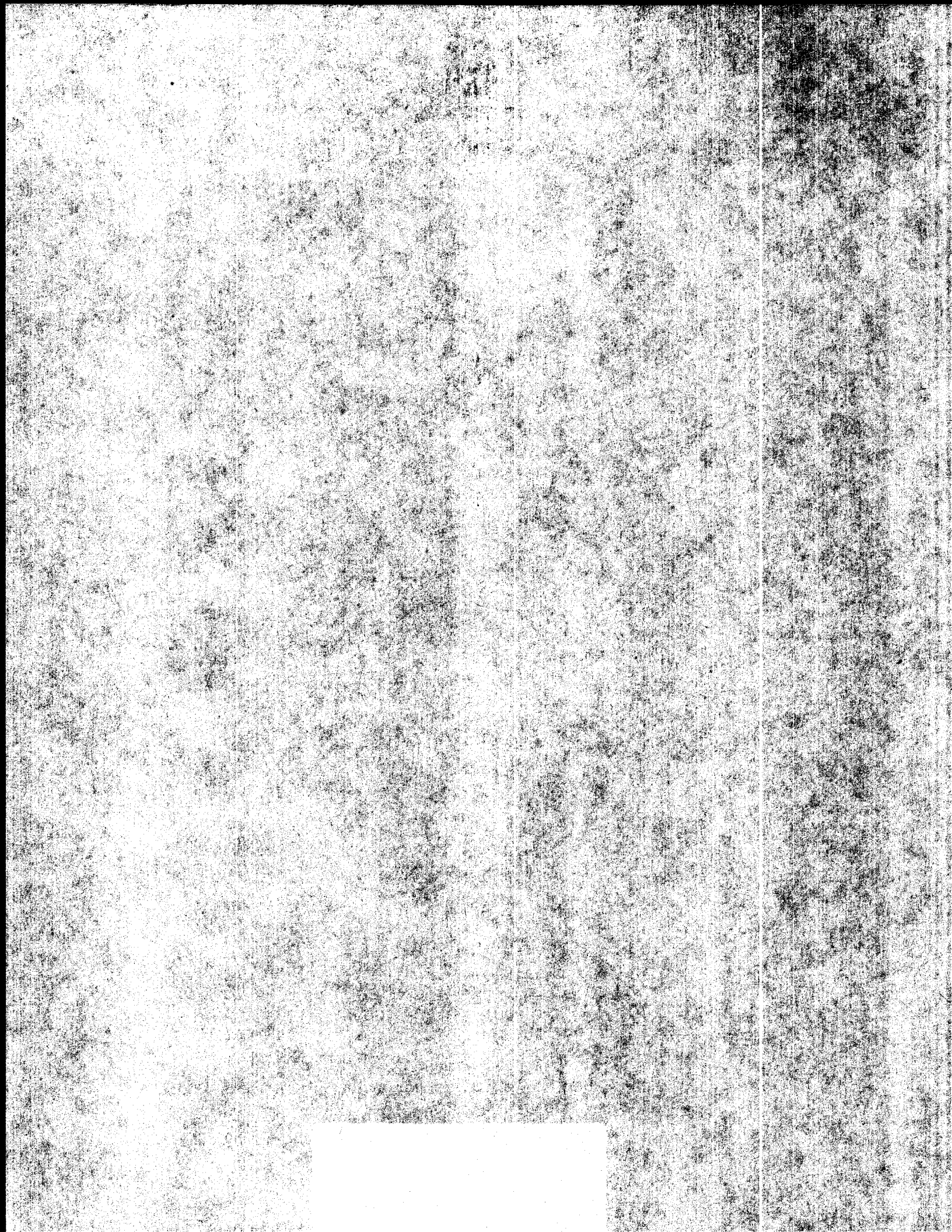


Exhibit D-7  
Domenigoni Barton  
Properties Specific Plan 310  
Land Use Concept

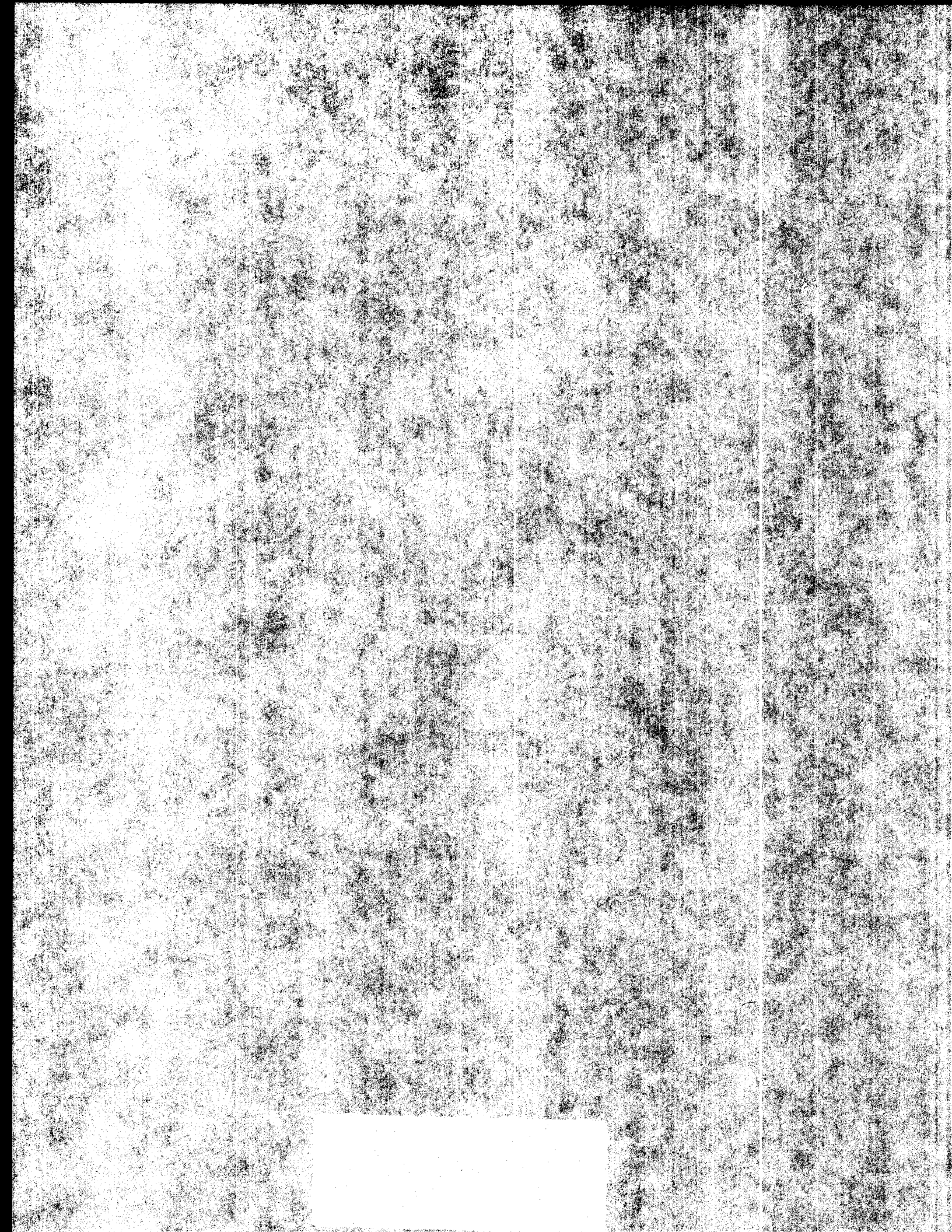


Exhibit D-8  
Utility Relocation Detail Map

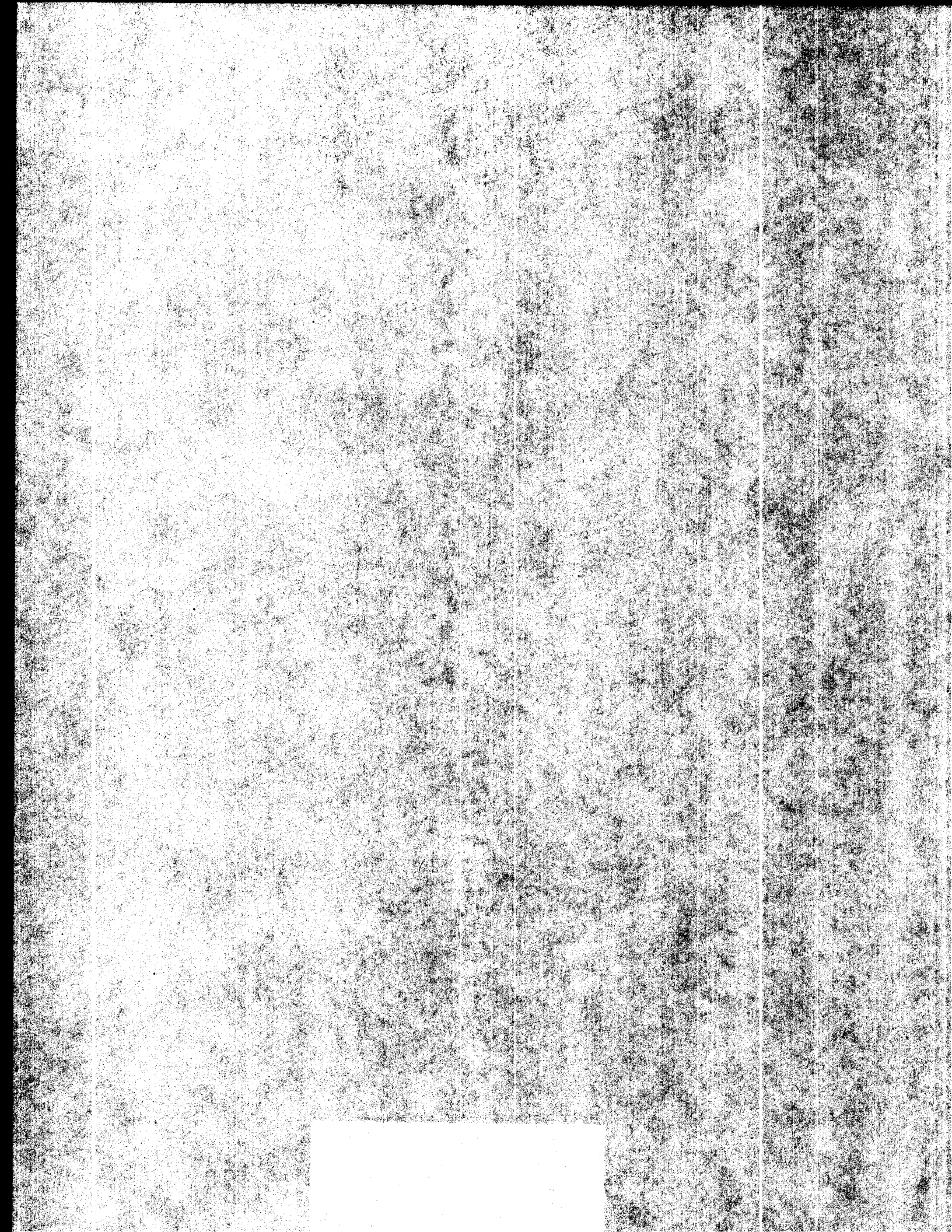
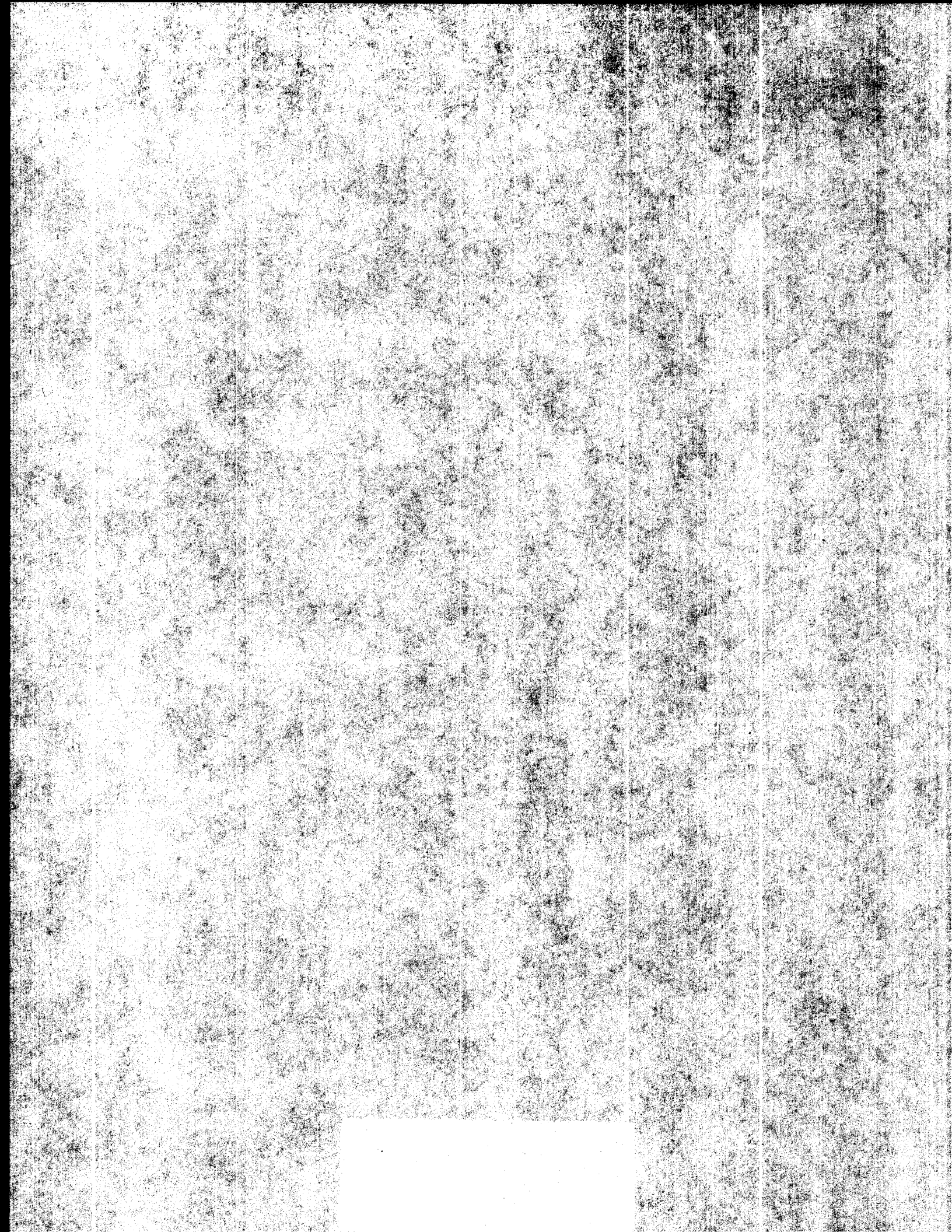


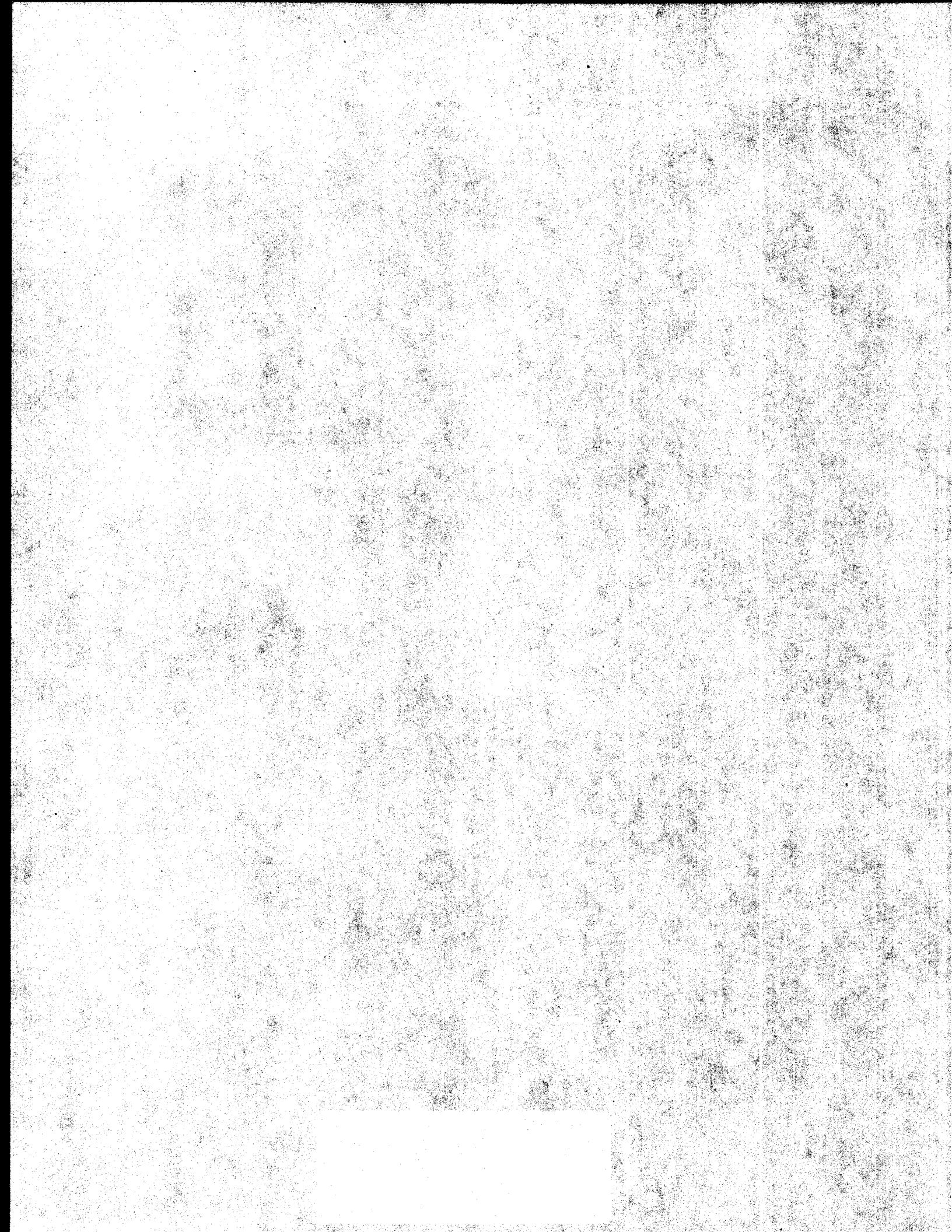
Exhibit D-9  
Garbani Road  
(Interim Access Rd Plans)







**Exhibit D-10  
Bids for Grantor  
Cost to Cure Items**



# MURRIETA DEVELOPMENT CO., INC.

## WATERLINE RELOCATE

8" Waterline	1	LS	\$	7,000.00	\$	7,000.00
10" Meter Relocate with New Meter & Vault	1	LS	\$	15,375.00	\$	15,375.00
					\$	<b>22,375.00</b>

## LEACH LINE RELOCATE

Relocate Leach Lines	1	LS	\$	3,500.00	\$	3,500.00
					\$	<b>3,500.00</b>

## SHADE BUILDING

Remove and Rebuild Shade Building in New Location	1	LS	\$	19,500.00	\$	19,500.00
2" Water Service (Off 4" Main)	1	LS	\$	5,000.00	\$	5,000.00
Signage	1	LS	\$	5,500.00	\$	5,500.00
					\$	<b>30,000.00</b>

## Fencing

5 Strand Barb Wire Fencing Installation	1400	LF	\$	12.00	\$	16,800.00
					\$	<b>16,800.00</b>

**Total:** \$ 465,746.00

\*15% Due Prior to Mobilization

\* All Import of Fill and Base Material to Come from  
An Off-Site Source.

\*Signage For Truck Traffic (Non-Electric)

**DC CONSTRUCTION**  
**27680 BENIGNI AVE**  
**SUN CITY, CA 92585**  
 Lic. #762123

**Estimate**

Date	Estimate #
9/17/2010	11

Name / Address
Tri-State

Project	Project

Item	Description	Qty	Rate	Total
Miscellaneous	4 line polls		2,400.00	2,400.00
Miscellaneous	500 In. ft. phone wire w/ tie in	500	0.65	325.00
Miscellaneous	Splice wire	1	300.00	300.00
			<b>Total</b>	<b>\$3,025.00</b>

Woman Owned Business



General Engineering Contractor  
951.719.1680

**BID PROPOSAL**

Date: 10/29/2010

To: Andy Domenigoni  
Fax: 951-926-4924  
Tract: SR 79/Old Washington  
Loc: Winchester

Description	Qty		Unit Price	Amount
<b>Washington Street Ramps</b>				
Construct Access Ramps onto Washington Road	2	EA	\$ 3,740.00	\$ 7,480.00
<b>Subtotal:</b>				<b>\$ 7,480.00</b>
<b>SR-79 Access @ Old Washington</b>				
Mobilization	1	LS	\$ 1,150.00	\$ 1,150.00
Provide 6" Pump W/J Stand for Pumping Water From Pond	1	LS	\$ 650.00	\$ 650.00
Fill Area Preparation For SR-79 Access at Old Washington	1	LS	\$ 3,440.00	\$ 3,440.00
Import Material and Place Compacted Fill in Access Road	2500	CY	\$ 9.45	\$ 23,625.00
Rough Grade Finish of Access Road @ SR-71 and Old Washington	1	LS	\$ 3,680.00	\$ 3,680.00
18" Storm Drain	100	LF	\$ 85.00	\$ 8,500.00
Flared End Sections	2	EA	\$ 2,300.00	\$ 4,600.00
Rip Rap	1	LS	\$ 600.00	\$ 600.00
<b>Subtotal:</b>				<b>\$ 46,245.00</b>
<b>Total:</b>				<b>\$ 53,725.00</b>
<b>Asphalt Paving Alternate</b>				
3" Asphalt over 6" Base	5000	SF	\$ 3.65	\$ 18,250.00
Base Only-6" Base Over Native	5000	SF	\$ 1.25	\$ 6,250.00
Paving Mobilization	1	LS	\$ 1,500.00	\$ 1,500.00
<b>Subtotal:</b>				<b>\$ 26,000.00</b>

\*15% Due Prior to Mobilization

\* All Import of Fill and Base Material to Come from An Off-Site Source.

\*Signage For Truck Traffic (Non-Electric)

42540 Rio Nedo, Temecula, California 92590 / California License #558592 / P 951 719 1680 F 951 719 1684  
 NAICS CODES 221320, 237110, 237120, 237130, 237210, 237210, 237990, 238110, 238210, 238220, 238910, 238990, 369990

Exhibit D-11  
Notch Out Area

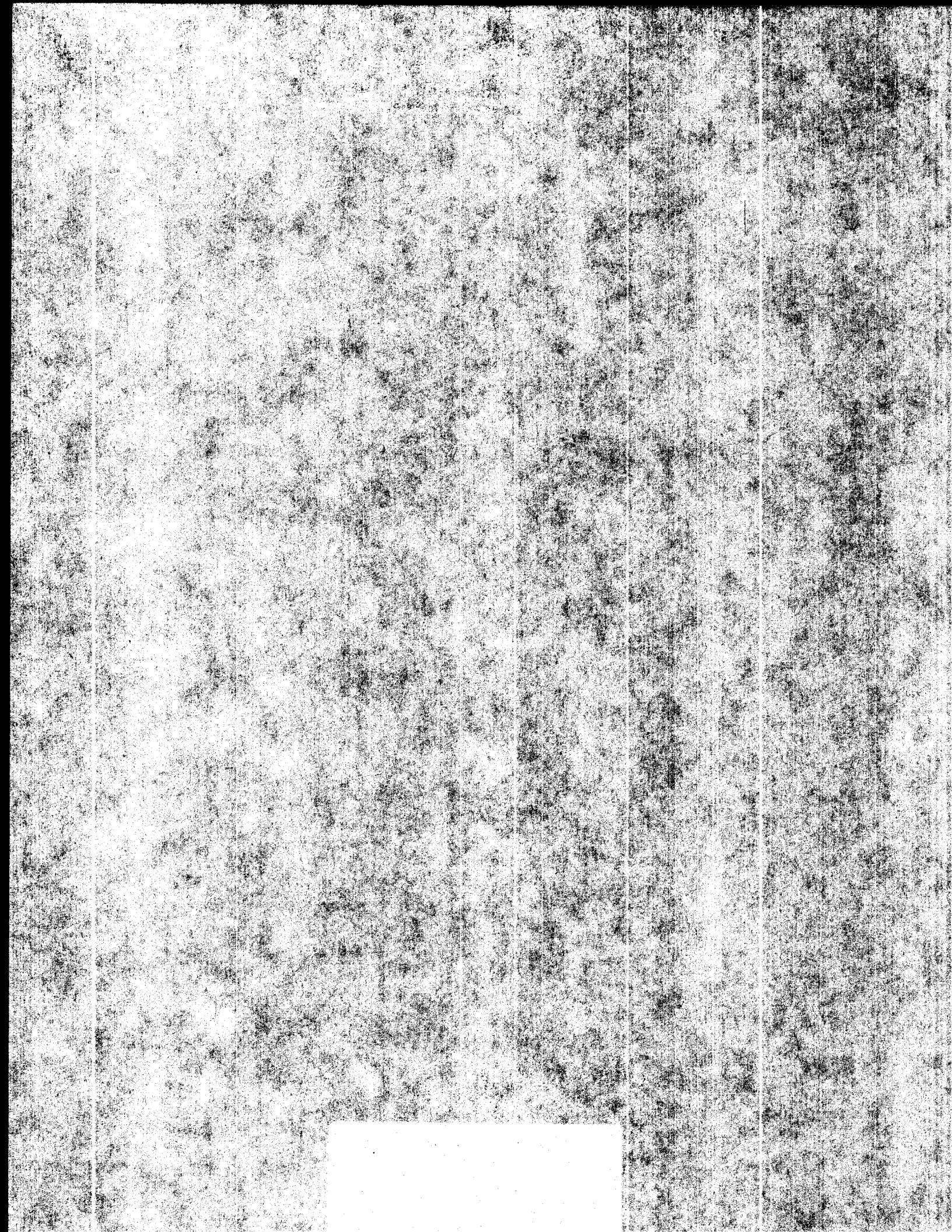
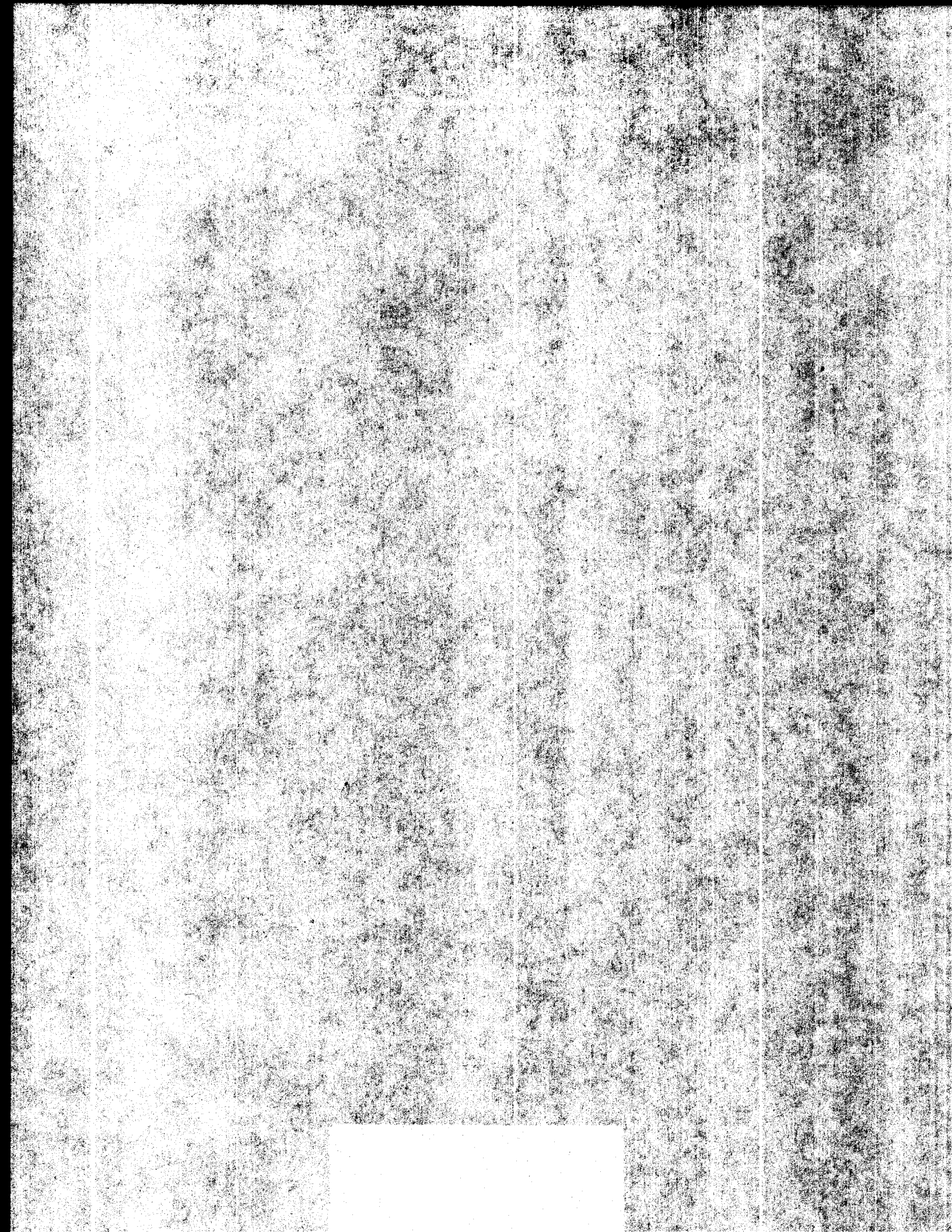


Exhibit D-12  
Settlement Agreement





1 Project: STATE ROUTE 79 (WINCHESTER) ROAD WIDENING

2 APN: Portions of 466-150-007, 466-160-013 and 466-160-014

3  
4 **SETTLEMENT AGREEMENT**

5 This Settlement Agreement ("Agreement") is made as of \_\_\_\_\_, 2010,  
6 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of  
7 California ("County"), and WEST COAST TURF, ("WCT"). WCT and County will  
8 sometimes collectively shall be referred to hereinafter as the "Parties".

9 **RECITALS**

10 WHEREAS, County has been working cooperatively with the State of California  
11 Department of Transportation ("CalTrans") on a highway improvement project to widen  
12 State Route 79 ("SR 79") located in Riverside County, California, to four lanes between  
13 Domenigoni Parkway and Thompson Road in order to improve safety, flow of traffic,  
14 and mobility ("Project"); and

15 WHEREAS, WCT is the tenant operating on land owned by the Domenigoni  
16 Barton Properties (landlord), with the right to use and occupy the property described as  
17 portions of Assessor's Parcel Numbers 466-150-007, 466-160-013 and 466-160-014  
18 ("Property") depicted on Exhibit "A", attached hereto and made a part thereof, for the  
19 purpose of planting and selling sod and for the purpose of constructing and maintaining  
20 advertising displays; and

21 WHEREAS, the current access to the Property will be moved south of the  
22 existing location to Garbani Road ("alternate Garbani access road") as depicted on  
23 Exhibit "B", attached hereto and made a part hereof; and

24 WHEREAS, the current access will remain open until the completion and  
25 construction of alternate Garbani access road; and

WHEREAS, WCT owns and operates a sod company, including sod planted  
within the real property to be acquired for SR 79 (Winchester) Road Widening Project  
situated on the Property whereby the sod must be removed from the current location to  
accommodate the construction of the Project; and

1           WHEREAS, WCT owns and operates advertising structures in the form of three  
2 (3) signs and large people statute signs within the real property to be acquired for SR  
3 79 (Winchester) Road Widening Project situated on the Property whereby the signs  
4 must be removed from the current location to accommodate the construction of the  
5 Project; and

6           WHEREAS, WCT agrees to accept County's payment for the necessary work to  
7 be completed and removal of property referenced below as Cost to Cure items and to  
8 release and remit any interest it may have in the Property,

9           NOW THEREFORE, inconsideration of their mutual covenants contained herein  
10 and for other good and valuable consideration, the Parties agree as follows:

11           1. All the above recitals are true and correct and by this reference are  
12 incorporated herein.

13           2. County shall deposit and tender payment in the total amount of Two  
14 Hundred Fifty-Two Thousand and Nine Dollars (\$252,009) for the Necessary Work in  
15 the Cost to Cure Items as listed and defined in Exhibit "C" attached hereto and made a  
16 part hereof in the following manner:

17           A. Tender payment to WCT in the amount of One Hundred Twenty-Six  
18 Thousand and Four Dollars (\$126,004) representing 50% of the amount due for the  
19 Necessary Work in the Cost to Cure Items A-D.

20           B. Deposit the remaining 50% of the amount due ("CTC Remainder  
21 Funds") in the amount of One Hundred Twenty-Six Thousand and Five Dollars  
22 (\$126,005) to the Escrow Holder for the Necessary Work in the Cost to Cure Items A-D  
23 in Escrow until such time the Escrow Holder is authorized to tender payment to WCT.

24           C. Authorize in writing to the Escrow Holder to pay WCT the CTC  
25 Remainder Funds on a prorated basis upon written acknowledgement upon phased  
progress to completion by WCT of the Necessary Work listed under the Cost to Cure  
Items, as specifically described in Exhibit "C", which was necessary for the County to  
proceed or perform its obligations under this Agreement and the Project.

1           3. WCT shall:

2           A. Complete the Necessary Work Cost to Cure Items A to D listed in  
3 Exhibit "C" no later than thirty (30) days after giving written notice by County. The  
4 County shall withhold CTC Remainder Funds in the amount of One Hundred Twenty-  
5 Six Thousand and Five Dollars (\$126,005) in Escrow until WCT has completed the  
6 Necessary Work in the Cost to Cure Items.

7           B. Retain the contractors for the Necessary Work Cost to Cure Items A-D  
8 listed in Exhibit "C" and directly compensate each contractor for all costs, fees, and/or  
9 expenses. The County is not responsible for any payment to the selected contractors.

10           C. Failure to vacate and remove all Cost to Cure Items by the date set  
11 forth in County's written notice could result in the WCT forfeiting all or a part of the  
12 deposit. Any remaining Cost to Cure Items after the date set forth in County's written  
13 notice shall become the property of the County and may be removed and disposed of  
14 at the County's sole discretion.

15           D. In consideration of the relocation payment set forth in Section 2A of  
16 this Agreement, WCT shall be responsible for all construction and relocation activities  
17 and further defend, indemnify, and hold harmless, including all costs and attorney fees,  
18 the County of Riverside, and their employees, officials and representatives and  
19 successors for any and all claims that may be related to the Cost to Cure Items.

20           E. Not replant sod in the area needed for the Project until completion of  
21 the Project. WCT may replant sod in the Temporary Construction Easement Area after  
22 completion of Project and confirmation to replant has been given to WCT.

23           4. It is mutually understood and agreed by and between the Parties hereto that  
24 the right of possession and use of the subject property by County, including the right to  
25 remove and dispose of improvements, shall commence upon the execution of this  
26 agreement by all parties. The amount shown in Paragraph 2 includes, but is not limited  
27 to, full payment for such possession and use.

28           5. WCT has the legal power, right and authority to enter into this Agreement  
29 and the instruments referenced herein, including but not limited to, amendment of any

1 Lease Agreement with Domenigoni Barton Properties, to perform its obligations under  
2 and to consummate the transaction contemplated by this Agreement.

3 6. Effective upon the execution of this Agreement, the hereinafter described  
4 release of claims provision shall automatically go into force and effect without the need  
5 for any further action by the Parties. WCT releases the County, departments, officers,  
6 directors, officials, employees, agents, successors, assigns and its independent  
7 contractors from any and all claims that directly or indirectly relate to or arise from one  
8 or more of the following: A) the County's above-described SR-79 (Winchester) Road  
9 Widening Project, B) WCT's business, C) the Property, D) the County's acquisition of  
10 any portion of the Property from fee simple owner, E) any local, state or federal laws,  
11 including but not limited to the eminent domain laws. WCT shall indemnify, defend and  
12 hold harmless the County and its independent contractors free from any claims, causes  
13 of action, liabilities, damages, attorney's fees, and costs that directly or indirectly relate  
14 to or arise from the County's above-described SR-79 (Winchester) Road Widening  
15 Project and are made, asserted, filed, established, or recovered by WCT, any  
16 subtenants or any owner/operator of any business on the Property.

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

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

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

10. This Agreement contains the entire Agreement between the Parties  
regarding the matter set forth herein and expressly supersedes all previous

1 agreements, understandings, representations, or statements between the Parties in  
2 this matter.

3 11. WCT, their assigns and successors in interest, shall be bound by all the  
4 terms and conditions contained in this agreement, and all the assigns and/or  
5 successors in interest thereto shall jointly and severally liable thereunder.

6 12. The individuals executing this Agreement and the instruments referenced  
7 herein on behalf of each party and the partners, officials, or trustees of each party, if  
8 any, have the legal power, right and actual authority to bind the party on whose behalf  
9 they are executing such instrument to the terms and condition of those documents.

10 13. The parties hereto expressly agree that this Agreement will be governed by,  
11 interpreted under, and construed and enforced in accordance with the laws of the State  
12 of California in which the Property is located. Venue for any proceeding related to this  
13 Agreement shall be in the County of Riverside.

14 14. This Agreement is subject to approval by the Riverside County Board of  
15 Supervisors.

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(SIGNATURES ON NEXT PAGE)

1 IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be duly  
2 executed as of the date last set forth below.

3 Dated: \_\_\_\_\_

WEST COAST TURF

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

5 Dated: \_\_\_\_\_

COUNTY OF RIVERSIDE

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

7 Marion Ashley, Chairman  
Board of Supervisors

8 **ATTEST:**

9 Kecia Harper-Ihem  
Clerk of the Board

10 By: \_\_\_\_\_  
11 Deputy

12 **APPROVED AS TO FORM:**

13 Pamela J. Walls  
County Counsel

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

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EXHIBIT "A"

ASSESSOR'S PLAT MAP

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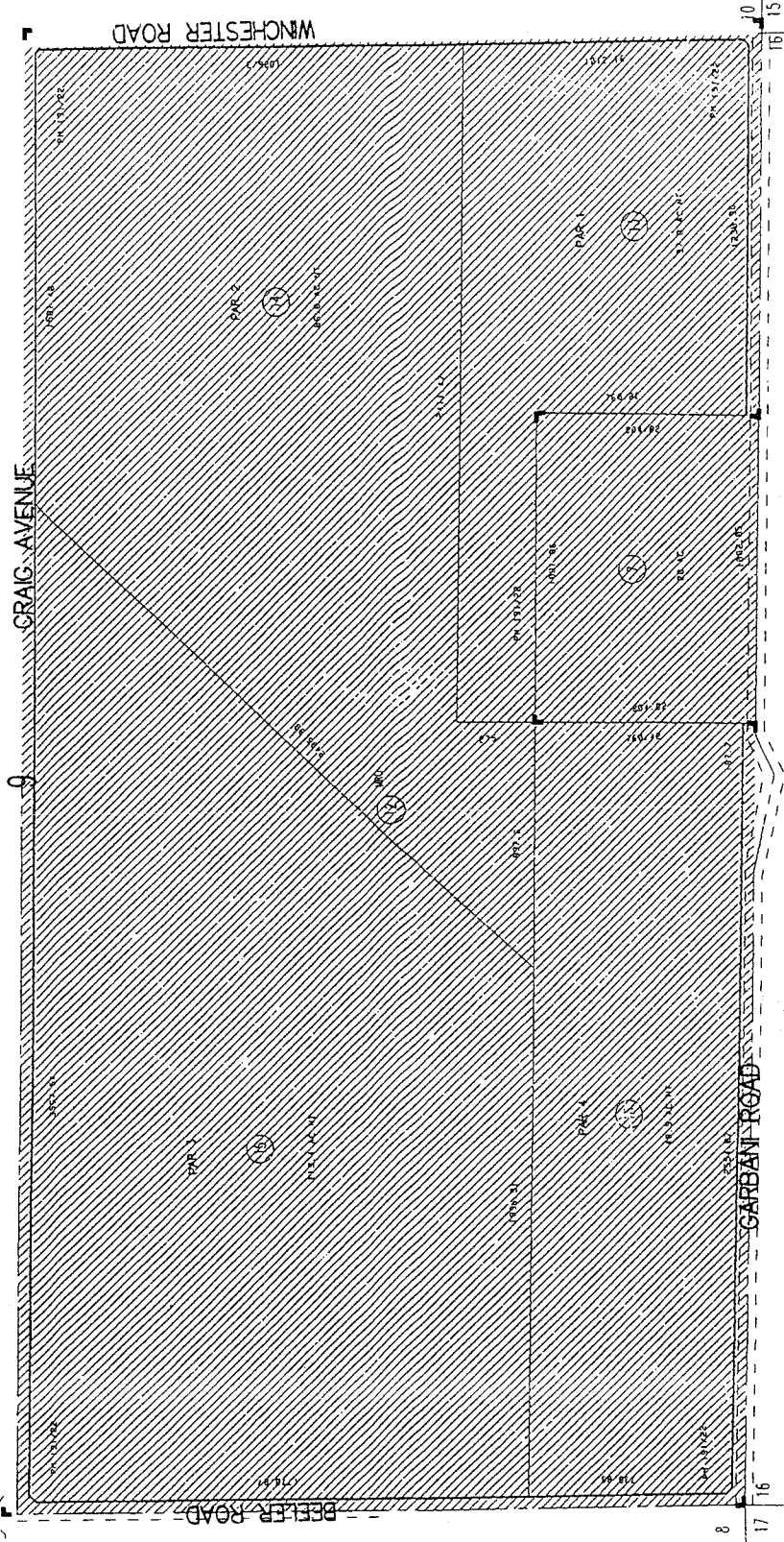
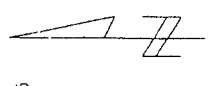


THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

SEC. 9 T. 6S., R. 2W

T. R. A. 054-105

466-16  
72-05



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ASSESSOR'S MAP PK. 466 PG. 16  
Riverside County, Calif. R 9 9

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DATA : RS 77/69, K57/57, R537/38, R5 43/3, UNO DRG 6-4

PM 191/22-24 PARCEL MAP 28079

NOV 1 0 1998

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REVISIONS		
DATE	BY	REV. NO.
11/78	3.5	7
11/78	4.5	8
5/83	1	9-11
5/83	2.0	12
10/98	4-12	13-15

EXHBIT "B"

ALTERNATE GARBANI ACCESS ROAD

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1 EXHIBIT "C"

2 COST TO CURE ITEMS

3 The Purchase Price includes \$252,009 for the following Cost to Cure items:

4

Item	Description of Work	Amount
5 A	WCT shall remove and relocate three (3) WCT signs and large 6 people signs. The relocation payment will consist of 7 reimbursement to WCT for the costs incurred in conjunction with 8 the relocation and construction of the signs, and to provide allowance for items listed in Exhibit "D-1", attached hereto and made a part hereof.	\$16,000
9 B	WCT shall remove the sod along the portion located within the 10 planned road widening project as shown on Exhibit "D-2", attached 11 hereto and made a part hereof, and provide to County, at County's request and in accordance with procedures provided in the Agreement.	\$205,309
12 C	WCT shall remove the sod affected by the parking relocation as shown on Exhibit "D-3", attached hereto and made a part hereof.	\$16,553
13 D	As a result of the alternate Garbani access road, WCT shall 14 remove and relocate three (3) storage containers and provide for a 15 screened area on the west side of the building between shop and new parking lot as shown on Exhibit "D-1", attached hereto and made a part hereof.	\$800 \$13,347
	Total Cost to Cure Items	\$252,009

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1 EXHIBIT "D"

2 MAPS, EXHIBITS, AND SUPPORTING DOCUMENTS

3  
4 Exhibit D-1: Bid for relocation of three WCT signs and people statute signs

5 Bid for removing and relocating three (3) storage containers and to provide for  
6 construction of screened area between the shop area and relocated parking area

7 Exhibit D-2: Map showing sod area

8 Exhibit D-3: Relocated Parking Area

Joseph Foster, Jr.

---

From: Joseph Foster, Jr.  
Sent: Monday, March 08, 2010 5:00 PM  
To: Joseph Foster, Jr.  
Subject: RE: estimate for new mural/Winchester

From: John Cerney [mailto:jncerney@sbcglobal.net]  
Sent: Friday, March 05, 2010 2:22 PM  
To: Joseph Foster, Jr.  
Subject: estimate for new mural/Winchester

Joe,  
I looked at my old files of your project...January of 2001. To replicate that same mural, here's the breakdown. The guy sitting down reading (with dog and sod), about \$5,500.....the wife (with sod), about \$4,500, and the little girl with horse, about \$3,000. That's a total of \$13,000, which includes installation, but I'd add on some travelling fees (gas, one night hotel?) for another \$350-400.

Thanks, John C

Subject: State Route 79 Winchester Road Widening

For County of Riverside Transportation Department

Outlined below are additional expenses that West Coast Turf will ultimately incur due to the State Route 79 Winchester Road widening. The estimated direct project expenses including West Coast Turf employee time, traveling, materials, disposal, and relocation of West Coast Turf's personal property, the removal and disposal of W.C.T.'s shade structure and the removal and relocation of the three W.C.T. company signs. In addition to these expenses we will also endure an expense to remove and relocate our large people signs which we believe will be a much larger expense due to their size and the nature. Below is an estimate that was received by the builder, John Corney to rebuild and install new people signs for us. Due to the widening our customers will need to be routed to the west side of the office building giving them access to our shop area; we feel that it is necessary to build a security fence around our shop to keep customers and any other traffic beside W.C.T. personal from entering the shop area. The security fence was quoted by Moore Fence; quote is attached

- Removing and relocating storage containers and personal property

\$800.00

- ~~• Remove and disposal of shade structure and fence ??~~

~~\$1,000.00~~

- Remove and relocate our three West Coast Turf signs

\$3,000.00

- Relocation of people signs and other signs

\$13,000.00

- Security fence around West Coast Turf Shop

\$13,347.69

Joe Foster

West Coast Turf



Licensed Contractor  
Full Workers Comp.  
& Liability Insurance  
Insured & Bonded  
Reliable Service  
P.O. Box 1297  
PERRIS, CA 92572

**MOORE FENCE CO.**



**PHONE: 1-888-718-9777**

FAX: (951) 940-0429

www.moorefence.com

CA License No. 915105

**PROPOSAL FOR:**

**WEST COAST TURF**

Date: 3/8/10

#1) INSTALL 360 LF OF 6' HIGH PRIVACY LINK FENCE AND GATES.

10GA MESH

2 7/8" SCH 40 END AND CORNER POSTS.

2 3/8" SCH 40 LINE POSTS.

(1) 40' X 6' HIGH DOUBLE DRIVE GATE.

(1) 4' X 6' HIGH SINGLE GATE.

(1) 10' X 6' HIGH DRIVE SWING GATE.

1 7/8" 16GA GATE FRAME.

**Total: \$13,347.69**

**EXCLUSIONS: COREDRILLING, TEMP FENCE, REMOVAL, AND PERMITS.**

QUOTE STANDARD DIGGING LEVEL GROUND.

TERMS: 1/3 DOWN, BALANCE DUE UPON COMPLETION

**MOORE FENCE CO.**

Estimated By

**Luis Banuelos**  
951-840-8443

Accepted by Moore Fence Representative

**ACCEPTED: (Buyer)**

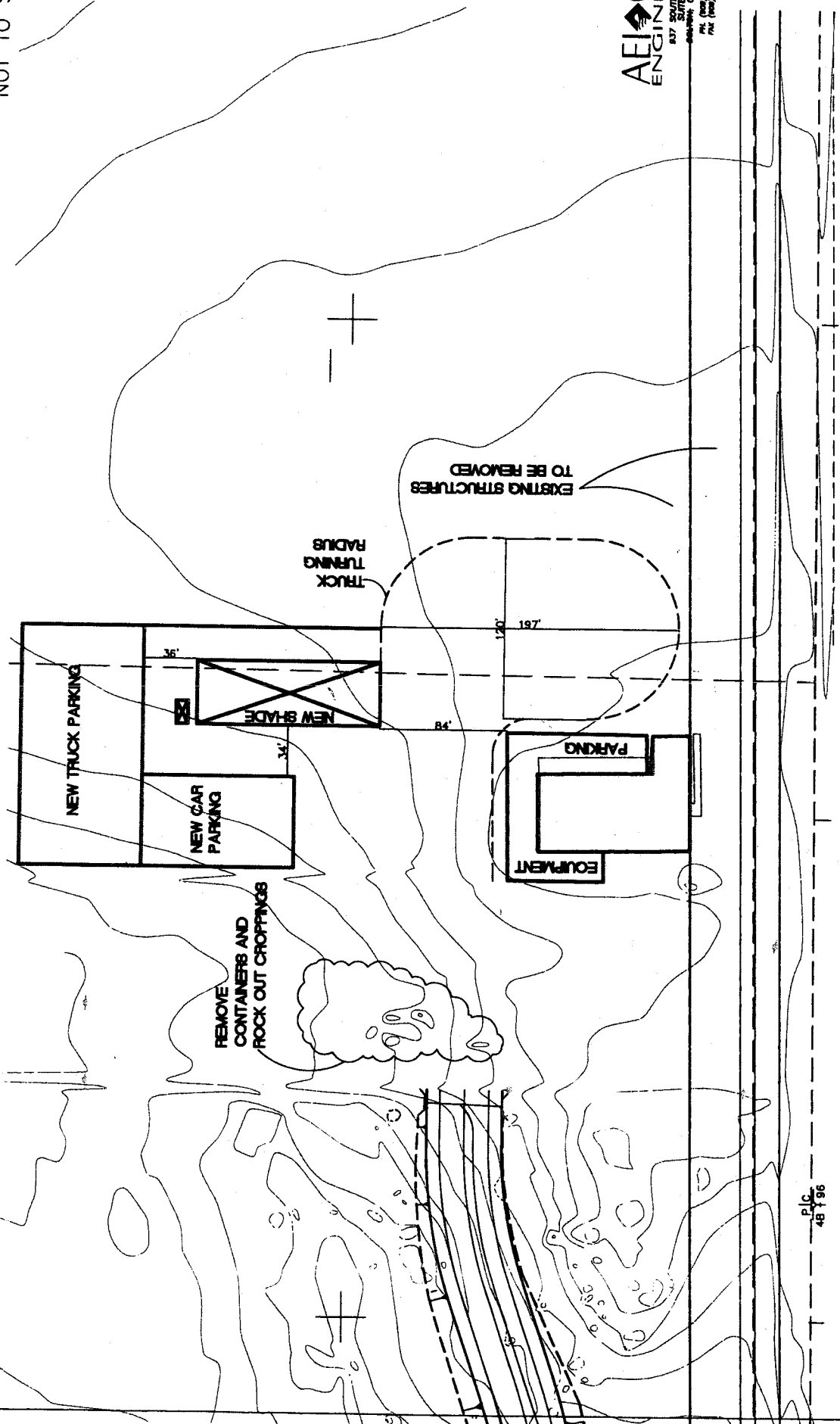
X \_\_\_\_\_  
Signature of Purchaser (By signed this proposal becomes a contract)

\_\_\_\_\_  
Mailing Address

# SITE PLAN



NOT TO SCALE



**AEI CASC**  
ENGINEERING

837 SOUTH WA LANE  
SUITE 600  
SANTA ANA, CA 92704  
PH: (949) 763-9191  
FAX: (949) 763-9196

PLC  
48196

1 Project: STATE ROUTE 79 (WINCHESTER) ROAD WIDENING

2 APN: Portion of 466-160-013

3  
4 **SETTLEMENT AGREEMENT**

5 This Settlement Agreement ("Agreement") is made as of \_\_\_\_\_, 2010, by  
6 and between the COUNTY OF RIVERSIDE, a political subdivision of the State of  
7 California ("County"), and TRI-STATE MATERIALS, ("Tri-State"). Tri-State and County  
8 will sometimes collectively shall be referred to hereinafter as the "Parties".

9 **RECITALS**

10 WHEREAS, County has been working cooperatively with the State of California  
11 Department of Transportation ("CalTrans") on a highway improvement project to widen  
12 State Route 79 ("SR 79") located in Riverside County, California, to four lanes between  
13 Domenigoni Parkway and Thompson Road in order to improve safety, flow of traffic,  
14 and mobility ("Project"); and

15 WHEREAS, Tri-State is the tenant operating on land owned by the Domenigoni  
16 Barton Properties (landlord), with the right to use and occupy the property described as  
17 portion of Assessor's Parcel Number 466-160-013 ("Property") depicted on Exhibit "A",  
18 attached hereto and made a part thereof, for the purpose of storing and selling  
19 decorative landscape rocks and for the purpose of constructing and maintaining  
20 advertising displays; and

21 WHEREAS, the current access to the Property will be moved south of the  
22 existing location to Garbani Road ("alternate Garbani access road) as depicted on  
23 Exhibit "B", attached hereto and made a part hereof; and

24 WHEREAS, the current access will remain open until the completion and  
25 construction of alternate Garbani access road; and

WHEREAS, Tri-State owns and operates a decorative landscape rock company  
with their inventory of decorative rocks in bins are situated within the alternate Garbani  
access road. The entire inventory must be removed from its current location to  
accommodate the construction of alternate Garbani access road; and

1           WHEREAS, Tri-State owns business signs located within the real property to be  
2 acquired for SR 79 (Winchester) Road Widening Project situated on the Property  
3 whereby the signs must be removed from the current location to accommodate the  
4 construction of the Project; and

5           WHEREAS, Tri-State agrees to accept County's payment for the necessary work  
6 to be completed and removal of property referenced below as Cost to Cure items and to  
7 release and remit any interest it may have in the Property,

8           NOW THEREFORE, inconsideration of their mutual covenants contained herein  
9 and for other good and valuable consideration, the Parties agree as follows:

10           1. All the above recitals are true and correct and by this reference are incorporated  
11 herein.

12           2. County shall deposit into an Escrow Account the total amount of Twenty-Five  
13 Thousand Seven Hundred (\$25,700) for the Necessary Work in the Cost to Cure Items  
14 as listed and defined in Exhibit "C" attached hereto and made a part hereof and tender  
15 payment in the following manner:

16           A. Contingent upon close of escrow for that certain Right of Way  
17 Acquisition Agreement, tender payment to Tri-State in the amount of Twelve Thousand  
18 Eight Hundred Fifty Dollars (\$12,850) representing 50% of the amount due for the  
19 Necessary Work in the Cost to Cure Items A-C.

20           B. Direct that the remaining 50% of the amount due ("CTC Remainder  
21 Funds") in the amount of Twelve Thousand Eight Hundred Fifty Dollars (\$12,850) to the  
22 Escrow Holder for the Necessary Work in the Cost to Cure Items A-C in Escrow until  
23 such time the Escrow Holder is authorized to tender payment to Tri-State.

24           C. Authorize in writing to the Escrow Holder to pay Tri-State the CTC  
25 Remainder Funds on a prorated basis upon written acknowledgement upon phased  
progress to completion by Tri-State of the Necessary Work listed under the Cost to Cure  
Items, as specifically described in Exhibit "C", which was necessary for the County to  
proceed or perform its obligations under this Agreement and the Project.

1           3. Tri-State shall:

2           A. Complete the Necessary Work Cost to Cure Items A to C listed in  
3 Exhibit "C" no later than thirty (30) days after giving written notice by County. The  
4 County shall withhold CTC Remainder Funds in the amount of Twelve Thousand Eight  
5 Hundred Fifty Dollars (\$12,850) in Escrow until Tri-State has completed the Necessary  
6 Work in the Cost to Cure Items.

7           B. Retain the contractors for the Necessary Work Cost to Cure Items A-C  
8 listed in Exhibit "C" and directly compensate each contractor for all costs, fees, and/or  
9 expenses. The County is not responsible for any payment to the selected contractors.

10           C. Failure to vacate and remove all Cost to Cure Items by the date set  
11 forth in County's written notice could result in the Tri-State forfeiting all or a part of the  
12 deposit. Any remaining Cost to Cure Items after the date set forth in County's written  
13 notice shall become the property of the County and may be removed and disposed of at  
14 the County's sole discretion.

15           D. In consideration of the relocation payment set forth in Section 2A of  
16 this Agreement, Tri-State shall be responsible for all construction and relocation  
17 activities and further defend, indemnify, and hold harmless, including all costs and  
18 attorney fees, the County of Riverside, and their employees, officials and  
19 representatives and successors for any and all claims that may be related to the Cost to  
20 Cure Items.

21           4. It is mutually understood and agreed by and between the Parties hereto that the  
22 right of possession and use of the subject property by County, including the right to  
23 remove and dispose of improvements, shall commence upon the execution of this  
24 agreement by all parties. The amount shown in Paragraph 2 includes, but is not limited  
25 to, full payment for such possession and use.

          5. Tri-State has the legal power, right and authority to enter into this Agreement and  
the instruments referenced herein, including but not limited to, amendment of any Lease  
Agreement with Domenigoni Barton Properties, to perform its obligations under and to  
consummate the transaction contemplated by this Agreement.

1 6. Effective upon the execution of this Agreement, the hereinafter described release  
2 of claims provision shall automatically go into force and effect without the need for any  
3 further action by the Parties. Tri-State releases the County, departments, officers,  
4 directors, officials, employees, agents, successors, assigns and its independent  
5 contractors from any and all claims that directly or indirectly relate to or arise from one  
6 or more of the following: A) the County's above-described SR-79 (Winchester) Road  
7 Widening Project, B) Tri-State's business, C) the Property, D) the County's acquisition  
8 of any portion of the Property from fee simple owner, E) any local, state or federal laws,  
9 including but not limited to the eminent domain laws. Tri-State shall indemnify, defend  
10 and hold harmless the County and its independent contractors free from any claims,  
11 causes of action, liabilities, damages, attorney's fees, and costs that directly or indirectly  
12 relate to or arise from the County's above-described SR-79 (Winchester) Road  
13 Widening Project and are made, asserted, filed, established, or recovered by Tri-State,  
14 any subtenants or any owner/operator of any business on the Property.

15 7. Tri-State hereby agrees and consent that all consideration tendered or granted by  
16 County to Tri-State in compliance with Tri-State's obligations under this Agreement, is  
17 accepted as full consideration for the Cost-to-Cure Items, and Tri-State shall not seek  
18 additional compensation for the relocation and removal of any of Tri-State's Property for  
19 any reason whatsoever.

20 8. The performance by the County of its obligations under this Agreement shall  
21 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 propose public improvement.

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

10. This Agreement contains the entire Agreement between the Parties regarding  
the matter set forth herein and expressly supersedes all previous agreements,  
understandings, representations, or statements between the Parties in this matter.

1 11. Tri-State, their assigns and successors in interest, shall be bound by all the  
2 terms and conditions contained in this agreement, and all the assigns and/or  
3 successors in interest thereto shall jointly and severally liable thereunder.

4 12. The individuals executing this Agreement and the instruments referenced herein  
5 on behalf of each party and the partners, officials, or trustees of each party, if any, have  
6 the legal power, right and actual authority to bind the party on whose behalf they are  
7 executing such instrument to the terms and condition of those documents.

8 13. The parties hereto expressly agree that this Agreement will be governed by,  
9 interpreted under, and construed and enforced in accordance with the laws of the State  
10 of California in which the Property is located. Venue for any proceeding related to this  
11 Agreement shall be in the County of Riverside.

12 14. This Agreement is subject to approval by the Riverside County Board of  
13 Supervisors.

14 (SIGNATURES ON NEXT PAGE)

1 IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be duly  
2 executed as of the date last set forth below.

3 Dated: \_\_\_\_\_

TRI-STATE MATERIALS

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

5 Dated: \_\_\_\_\_

COUNTY OF RIVERSIDE

6 By: \_\_\_\_\_  
7 Marion Ashley, Chairman  
8 Board of Supervisors

8 **ATTEST:**  
9 Kecia Harper-Ihem  
10 Clerk of the Board

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

12 **APPROVED AS TO FORM:**  
13 Pamela J. Walls  
14 County Counsel

14 By: *Synthia M. Gunzel*  
15 Synthia M. Gunzel  
16 Deputy County Counsel

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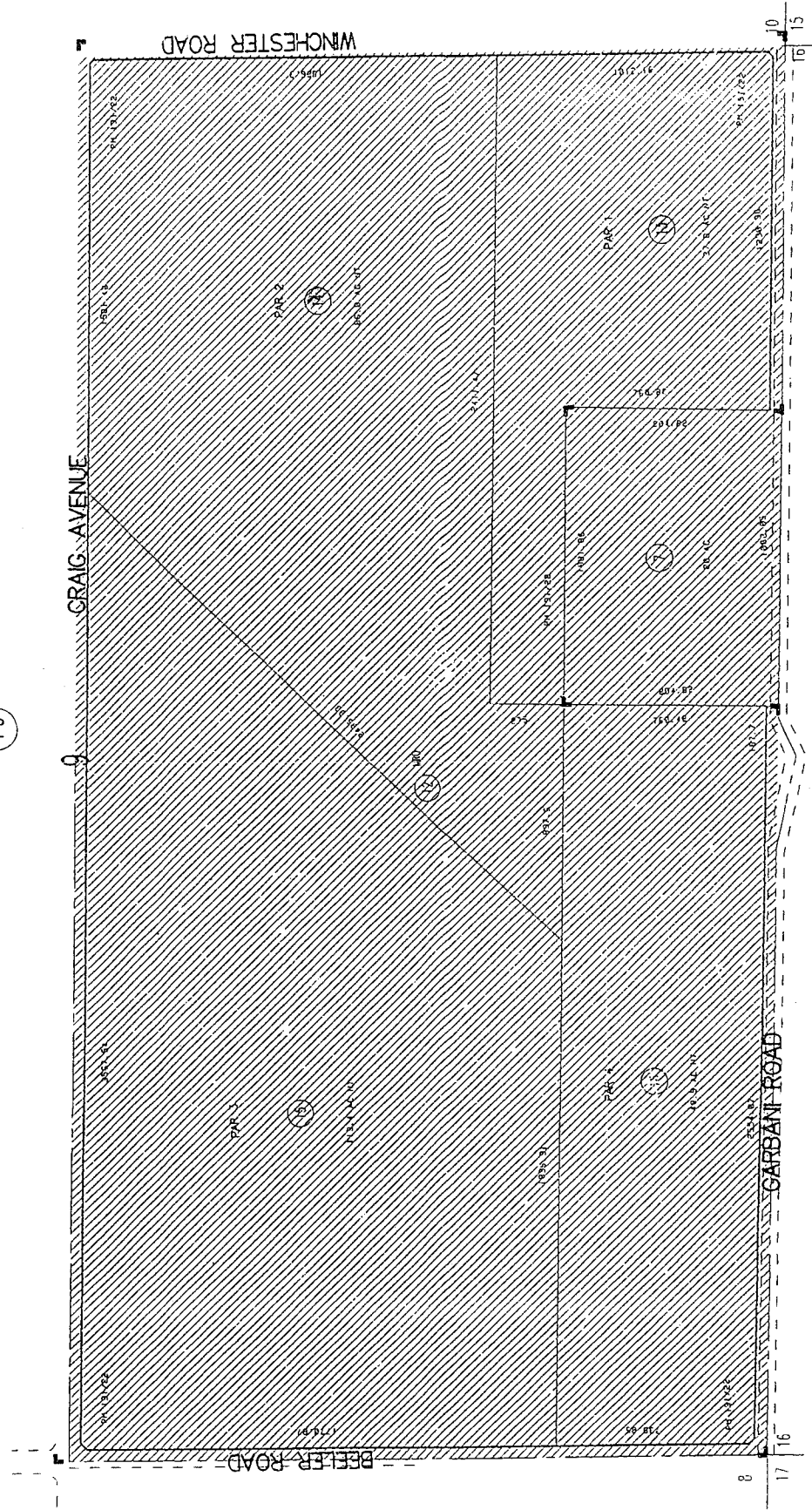
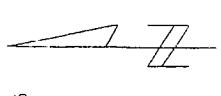
EXHIBIT "A"  
ASSESSOR'S PLAT MAP

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

T.R.A. 054-105

466 - 16  
22-05

SEC. 9 T. 6S., R. 2W



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DATA : RS 71/89, RS 37/37, RS 37/38, RS 43/3, WHO ORG 6-4

PM 191/22-24 PARCEL MAP 28079

NOV 1 1998

REVISED		
DATE	OLD NO	REV NO
12/78	3.5	7
12/85	4.5	8
5/85	1	9-11
5/85	2.8	12
10/86	5-17	13-15

ASSESSOR'S MAP BK. 466 PG. 16  
Riverside County, Calif. R 9 9

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EXHBIT "B"

ALTERNATE GARBANI ACCESS ROAD

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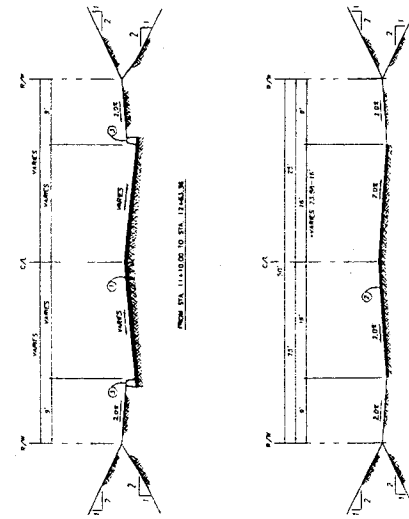
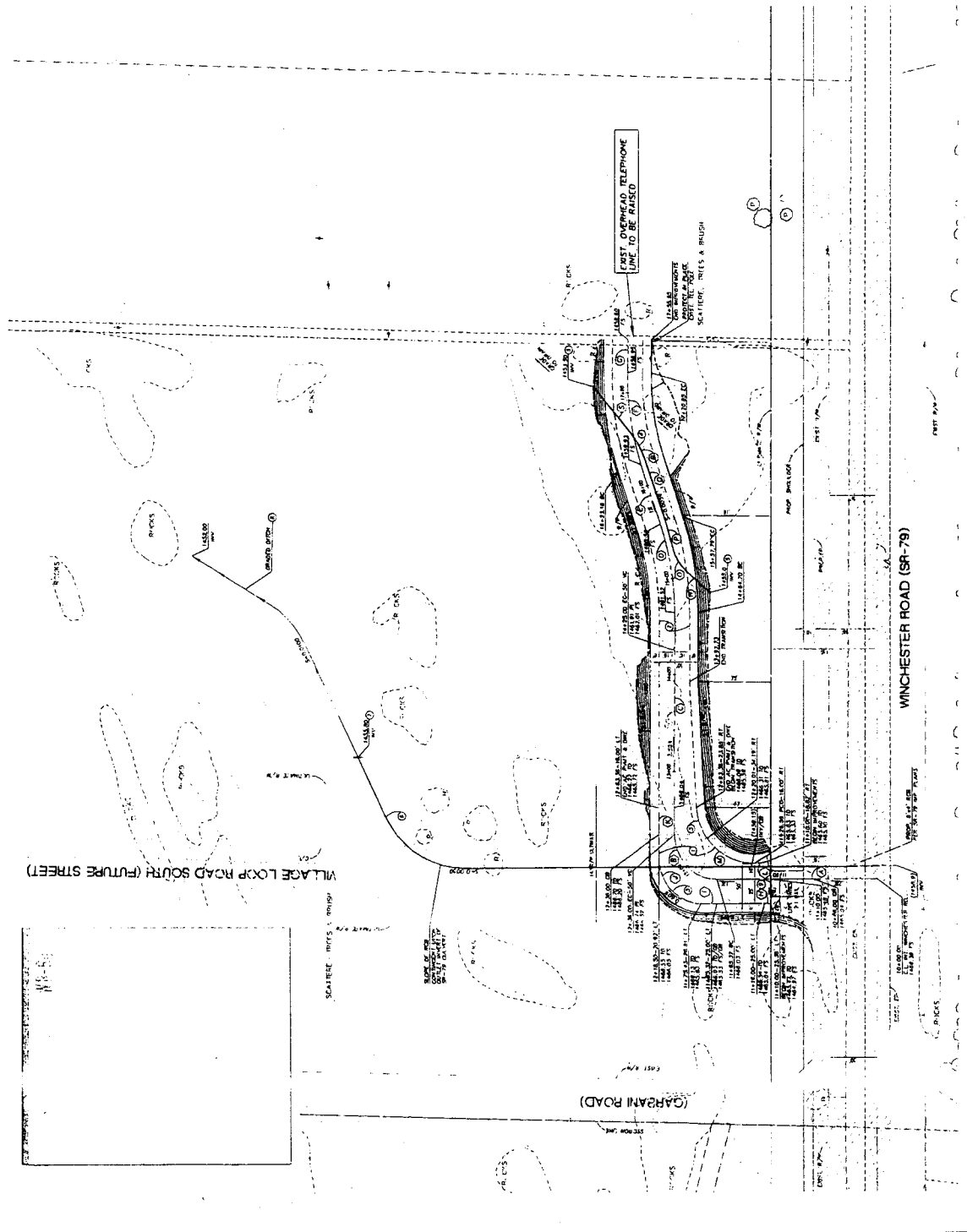
# WINCHESTER ROAD (SR-79)/GARBANI ROAD ACCESS ROAD IMPROVEMENT PLAN

**CURVE/LINE DATA**

DELIMITATION	ANCHOR	LENGTH/DISTANCE	ANCHOR
1	WB17201'E	161.37'	
2	WB17201'E	45.00'	45.00'
3	WB17201'E	70.89'	
4	WB17201'E	27.65'	
5	WB17201'E	27.65'	47.16'
6	WB17201'E	306.00'	
7	WB17201'E	65.39'	
8	WB17201'E	97.77'	49.32'
9	WB17201'E	35.00'	
10	WB17201'E	51.00'	6.01'
11	WB17201'E	65.37'	
12	WB17201'E	70.89'	45.00'
13	WB17201'E	70.89'	
14	WB17201'E	50.00'	2.22'
15	WB17201'E	50.00'	6.31'
16	WB17201'E	50.00'	30.80'
17	WB17201'E	50.00'	31.55'
18	WB17201'E	45.00'	26.14'
19	WB17201'E	306.00'	27.79'
20	WB17201'E	37.25'	
21	WB17201'E	37.25'	16.88'
22	WB17201'E	61.20'	

**CONSTRUCTION NOTES**

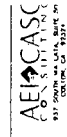
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22. CONTRACTOR TO VERIFY ALL DIMENSIONS AND LOCATIONS FOR ALL EXISTING UTILITIES.



TYPICAL SECTION

EARTHWORK QUANTITIES  
 RAW CUT: 787 CY  
 RAW FILL: 4319 CY

LEGEND  
 DIMENSIONS PROPOSED  
 DIMENSIONS EXISTING PROJECT



AEI/CASC  
 CONSULTING ENGINEERS  
 4700 W. 120th St., Suite 100  
 Overland Park, KS 66204-3000  
 Phone: (913) 666-1100  
 Fax: (913) 666-1101  
 Email: info@aei-casc.com