

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



106A

FROM: Economic Development Agency / Facilities Management and Transportation Department

SUBMITTAL DATE:
March 24, 2011

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

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Acquisition Agreement for Parcels 21121-1 and 0527-001 and Temporary Construction Agreement for Parcel 21121-2 all within a portion of Assessor's Parcel Number 476-010-010;
2. Authorize the Chairman of the Board to execute these agreements on behalf of the County;

(Continued)

[Signature]

[Signature]

Juan C. Perez, Director
Transportation Department

Robert Field
Assistant County Executive Officer/EDA
By Lisa Brandl, Managing Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 225,000	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

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

C.E.O. RECOMMENDATION: APPROVE

[Signature]
BY: Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: April 5, 2011
xc: EDA, Transp., Auditor

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

Prev. Agn. Ref.: 3.14 of 3/24/09 | District: 3 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.9

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong
 SAMUEL WONG
 CONCURRED
 DATE: 3-28-11
 DEPARTMENT: Transportation
 SYNTHIA M. GUNZEL
 FORM APPROVED COUNTY COUNSEL
 BY: Cynthia M. Gunzel
 Policy Consent
 Policy Consent
 Dept's Recomm.: Per Exec. Ofc.:

RECOMMENDED MOTION: (Continued)

3. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute any other documents and administer all actions necessary to complete this transaction; and,
4. Authorize and allocate the sum of \$193,395 to purchase Parcels 21121-1 and 0527-001 and \$21,605 for a temporary construction easement on Parcel 21121-2 all within a portion of Assessor's Parcel Number 476-010-010 and \$10,000 to pay all related transaction costs.

BACKGROUND:

Winchester Road (SR-79) is one of the key north-south corridors in Southwest Riverside County. Due to significant regional and local growth, a project to widen SR-79 from Thompson Road to Domenigoni Parkway has been proposed. The project would widen this section of SR-79 from two to four lanes in accordance with the Memorandum of Understanding between the State of California Department of Transportation (CalTrans), County of Riverside Transportation Department and the City of Murrieta, adopted on June 15, 2004, which will address the traffic needs of the area, enhance interregional travel, relieve traffic congestion, improve traffic safety, and reduce response time for emergency service vehicles. The improvement of SR-79 is a major priority for Supervisor Stone and the need has been recognized by Riverside County Transportation Department, the City of Murrieta, the City of Temecula, and CalTrans.

The Economic Development Agency (EDA) has negotiated the acquisition and temporary construction easement of a portion of Assessor's Parcel Number 476-010-010 from Milan Chakrabarty and Manjushree Chakrabarty (Chakrabarty) for a price of \$215,000. There are costs of \$10,000 associated with this transaction. Chakrabarty will execute a Grant Deed in favor of the State of California for a portion of Assessor's Parcel Number 476-010-010, referenced as Parcel 21121-1 and a Grant Deed in favor of the County of Riverside for a portion of Assessor's Parcel Number 476-010-010, referenced as Parcel 0527-001.

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

FINANCIAL DATA:

The following summarizes the funding necessary for the acquisition and temporary construction easement for a portion of Assessor's Parcel Number 476-010-010:

Acquisition:	\$193,395
Temporary Construction Easement:	\$ 21,605
Estimated Title and Escrow Charges:	\$ 5,000
Preliminary Title Report:	\$ 0
Appraisal:	\$ 0
EDA Real Property Staff Time:	\$ 5,000
Total Estimated Acquisition Costs:	\$225,000

(Continued)

Economic Development Agency/Facilities Management and Transportation Department
Acquisition Agreement and Temporary Construction Agreement for the State Route 79 (Winchester)
Road Widening Project
March 24, 2011
Page 3

FINANCIAL DATA: (Continued)

EDA has already covered the costs for the due diligence (appraisal and preliminary title report) 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.

Attachments:

Acquisition Agreement
Temporary Construction Agreement

1 PROJECT: STATE ROUTE 79 (WINCHESTER) ROAD
2 WIDENING

3 PARCEL(S): 21121-1 and 0527-001

4 APN: 476-010-010 (portion)

5
6 ACQUISITION AGREEMENT

7 This agreement is made by and between the COUNTY OF RIVERSIDE, A
8 POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA herein called "County", and
9 MILAN S. CHAKRABARTY AND MANJUSHREE CHAKRABARTY, herein called
10 "Grantor".

11 Grantor has executed and will deliver to Stephi Villanueva, Supervising Real
12 Property Agent for the County or to the designated escrow company, a Grant Deed in
13 favor of the State of California dated 2/16/11,
14 identifying a portion of Assessor's Parcel Number 476-010-010, referenced as Parcel
15 21121-1 and described on Exhibits "A" and "B" attached hereto and made a part hereof,
16 and an Easement Deed in favor of the County of Riverside dated
17 2/16/11, identifying a portion of Assessor's Parcel
18 Number 476-010-010, referenced as Parcel 0527-001 and described on Exhibits "A" and
19 "B" attached hereto and made a part hereof, in consideration of which it is mutually
20 agreed as follows:

21 1. The County shall:

22 A. Pay to the order of Grantor the sum of One Hundred Ninety Three
23 Thousand Three Hundred Ninety Five Dollars (\$193,395) for the property, or interest
24 therein, conveyed by said deed(s), when title to said property or interest vests in
25 County free and clear of all liens, encumbrances, easements, leases (recorded or
26 unrecorded), and taxes except those encumbrances and easements which, in the sole
27 discretion of the County, are acceptable.

28 ///

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

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

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

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

11 2. Grantor shall:

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

28 ///

1 Safety Code; and in the regulations adopted in publications promulgated pursuant to
2 said laws.

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

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

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

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

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

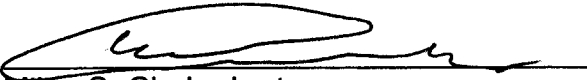
26 7. This agreement is the result of negotiations between the parties and is
27 intended by the parties to be a final expression of their understanding with respect to
28 the matters herein contained. This agreement supersedes any and all other prior

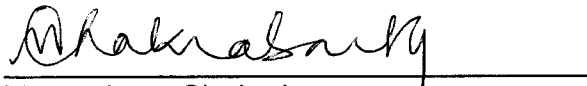
1 agreements and understandings, oral or written, in connection therewith. No provision
2 contained herein shall be construed against the County solely because it prepared this
3 agreement in its executed form.

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

7
8 Dated: 2/16/11


GRANTOR:

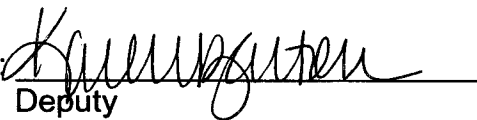
9
10 By: 
Milan S. Chakrabarty
Its: Owner

11
12 By: 
Manjushree Chakrabarty
Its: Owner

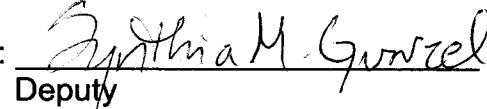
COUNTY OF RIVERSIDE

16 **ATTEST:**
17 Kecia Harper-Ihem
18 Clerk to the Board

19
20 By: 
Bob Buster, Chairman
Board of Supervisors

21
22 By: 
Deputy

APPROVED AS TO FORM:
PAMELA J WALLS, County Counsel

23
24 By: 
Deputy

25
26
27 SV:ad/021511/218TR/12.921 S:\Real Property\TYPING\Docs-12.500 to 12.999\12.921.doc

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 4 OF PARCEL MAP NUMBER 13130, ON FILE IN BOOK 70, PAGE 53, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF STATE ROUTE 79, WINCHESTER ROAD (16.762 METER NORTHWESTERLY HALF-WIDTH), AND KELLER ROAD (13.410 METER SOUTHERLY HALF-WIDTH), AS SHOWN ON SAID PARCEL MAP;

THENCE S 36°03'34" W ALONG THE CENTERLINE OF SAID STATE ROUTE 79, A DISTANCE OF 42.545 METERS;

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

THENCE S 36°03'34" W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 219.157 METERS TO THE SOUTHEAST CORNER OF SAID PARCEL 4;

THENCE N 89°58'52" W ALONG THE SOUTHERLY LINE OF SAID PARCEL 4, A DISTANCE OF 13.946 METERS TO A POINT 28.039 METERS NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF STATE ROUTE 79;

THENCE N 36°03'34" E PARALLEL WITH AND 28.039 METERS NORTHWESTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 219.900 METERS;

THENCE N 11°29'56" E, A DISTANCE OF 4.718 METERS;

THENCE N 82°06'07" W, A DISTANCE OF 3.998 METERS TO A POINT 33.525 METERS NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF STATE ROUTE 79;

THENCE N 36°03'34" E PARALLEL WITH AND 33.525 METERS NORTHWESTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 6.611 METERS TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID KELLER ROAD;

THENCE S 89°59'41" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A, DISTANCE OF 7.032 METERS TO AN ANGLE POINT THEREIN;

THENCE S 26°45'01" E CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 12.454 METERS TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 2,594.7 SQUARE METERS, 27,929 SQUARE FEET, OR 0.641 ACRES, MORE OR LESS.

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

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)

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

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

08-RIV-79-KP 17.85-21121 (21121-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *Timothy F. Rayburn*

DATE: 7/14/09

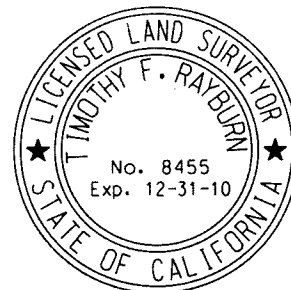


EXHIBIT "B"

08-RIV-79-KP 17.85-21121 (21121-1)

NOTE:

||| INDICATES RESTRICTED ACCESS

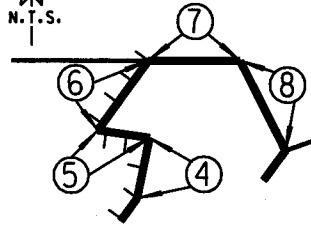
P.O.C.



C/L | **KELLER ROAD** N 89°59'41" W
NORTH LINE SECTION 28



DETAIL



SEE DETAIL

13.410

T.P.O.B.

PM 64/28
PCL 1

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

21121-1

2,594.7 SQ. M
27,929 SQ. FT.
0.641 AC.

APN 476-010-010

GRANT DEED
INST. NO. 52258,
REC. 2-13-1998

PM 13130
PM 70/53
PCL 4

LINE DATA

- ① S 36°03'34" W - 42.545
- ② N 53°56'26" W - 16.762
- ③ N 89°58'52" W - 13.946
- ④ N 11°29'56" E - 4.718
- ⑤ N 82°06'07" W - 3.998
- ⑥ N 36°03'34" E - 6.611
- ⑦ S 89°59'41" E - 7.032
- ⑧ S 26°45'01" E - 12.454

PM 13059
PM 64/28
PCL 2

SECTION 28

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



ALL DISTANCES SHOWN ARE METRIC GRID DISTANCES.
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE
GRID DIST. BY A COMBINATION FACTOR OF 1.000100842.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PAR. NO.: **21121-1**

PROJECT: **STATE ROUTE 79**

PREPARED BY: **D.D.D.**

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

SCALE: **N.T.S.**

DATE: **JULY, 2009**

W.O. NO.: **B4-0527**

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

SHEET 1 OF 1

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 4 OF PARCEL MAP NUMBER 13130, ON FILE IN BOOK 70, PAGE 53, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF STATE ROUTE 79, WINCHESTER ROAD (16.762 METER NORTHWESTERLY HALF-WIDTH), AND KELLER ROAD (13.410 METER SOUTHERLY HALF-WIDTH), AS SHOWN ON SAID PARCEL MAP;

THENCE N 89°59'41" W ALONG THE CENTERLINE OF SAID KELLER ROAD, ALSO BEING THE NORTH LINE OF SAID SECTION 28 AS SHOWN ON SAID PARCEL MAP, A DISTANCE OF 51.230 METERS;

THENCE S 00°00'19" W, A DISTANCE OF 13.410 METERS TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID KELLER ROAD, SAID POINT LIES 33.525 METERS NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF STATE ROUTE 79, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE S 36°03'34" W PARALLEL WITH AND 33.525 METERS NORTHWESTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 6.611 METERS;

THENCE N 82°06'07" W, A DISTANCE OF 20.065 METERS;

THENCE N 00°00'19" E, A DISTANCE OF 2.589 METERS TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF KELLER ROAD;

THENCE S 89°59'41" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 23.766 METERS TO THE TRUE POINT OF BEGINNING.

CONTAINING: 89.2 SQUARE METERS, 960 SQUARE FEET, OR 0.022 ACRES, MORE OR LESS.

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

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

0527-001

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____

David H. Duda

DATE: _____

12/04/08



EXHIBIT "B"

0527-001

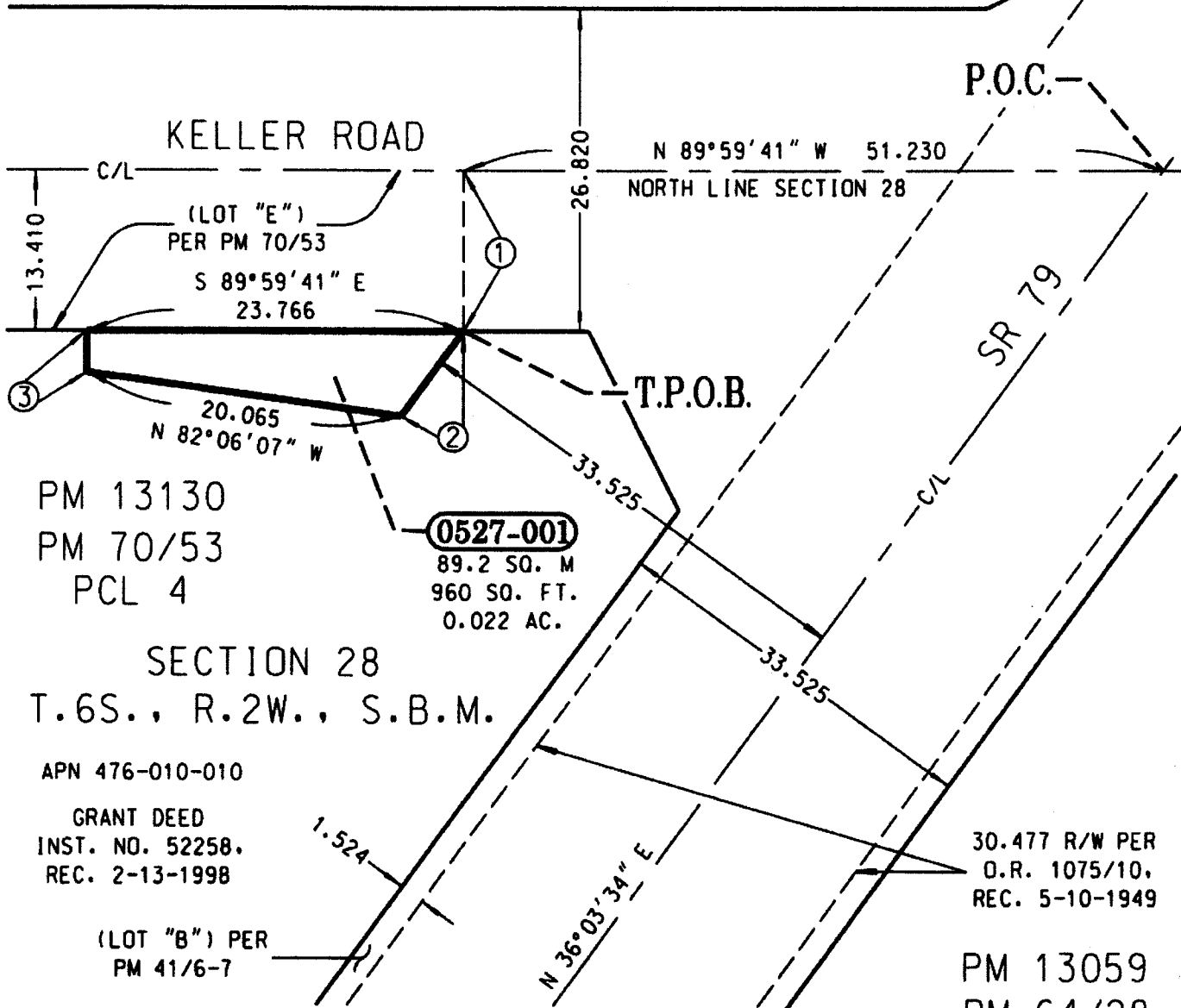


LINE DATA

① S 00°00'19" W - 13.410

② S 36°03'34" W - 6.611

③ N 00°00'19" E - 2.589



PM 13130
PM 70/53
PCL 4

0527-001

89.2 SQ. M
960 SQ. FT.
0.022 AC.

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

APN 476-010-010

GRANT DEED
INST. NO. 52258.
REC. 2-13-1998

(LOT "B") PER
PM 41/6-7

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

PM 13059
PM 64/28
PCL 1



ALL DISTANCES SHOWN ARE METRIC GRID DISTANCES.
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE
GRID DIST. BY A COMBINATION FACTOR OF 1.000100842.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: **STATE ROUTE 79**

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: *David Duda* DATE: *12/04/08*

PAR. NO.: **0527-001**

PREPARED BY: N.J.C.

SCALE: N.T.S.

DATE: SEPTEMBER, 2008

W.O. NO.: B4-0527

SHEET 1 OF 1

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

3
4 MILAN S. CHAKRABARTY AND MANJUSHREE CHAKRABARTY
5 (Herein referred to as "Grantor")

6
7 PROJECT: STATE ROUTE 79 (WINCHESTER) ROAD
8 WIDENING
9 PARCEL: 21121-2
10 APN: 476-010-010 (portion)

11
12 TEMPORARY CONSTRUCTION AGREEMENT

13
14 1. The right is hereby granted County to enter upon and use the land of Grantor in
15 the County of Riverside, State of California, described as a portion of Assessor's Parcel
16 Number 476-010-010, highlighted on the map attached hereto, and made a part hereof, for all
17 purposes necessary to facilitate and accomplish the construction of State Route 79
18 (Winchester Road).

19 2. The temporary construction easement, used during construction of the project
20 consists of approximately 0.310 acres or thirteen thousand five hundred three (13,503) square
21 feet as designated on the attached map, referenced as Exhibit "A".

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

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

28 ///

1 5. At the termination of the period of use of Grantor's land by County, but before its
2 relinquishment to Grantor, debris generated by County's use will be removed and the surface
3 will be graded and left in a neat condition.

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

6 7. Grantor hereby warrants that they are the owners of the property described
7 above and that they have the right to grant County permission to enter upon and use the land.

8 8. This agreement is the result of negotiations between the parties hereto. This
9 agreement is intended by the parties as a final expression of their understanding with respect
10 to the matters herein and is a complete and exclusive statement of the terms and conditions
11 thereof.

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

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

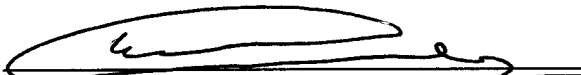
16 11. Grantor, their assigns and successors in interest, shall be bound by all the terms
17 and conditions contained in this agreement, and all the parties thereto shall be jointly and
18 severally liable thereunder.

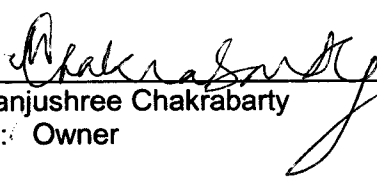
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1 12. County shall pay to the order of Grantor the sum of Twenty One Thousand Six
2 Hundred Five Dollars (\$21,605) for the right to enter upon and use Grantor's land in
3 accordance with the terms hereof.

4 Dated: 2/16/11

GRANTOR:

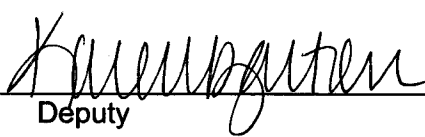
7 By: 
8 Milan S. Chakrabarty
9 Its: Owner

10 By: 
11 Manjushree Chakrabarty
12 Its: Owner

COUNTY OF RIVERSIDE

14 **ATTEST:**
15 Kecia Harper-Ihem
16 Clerk to the Board

17 By: 
18 Bob Buster
19 Chairman, Board of Supervisors

17 By: 
18 Deputy

19 **APPROVED AS TO FORM:**
20 PAMELA J. WALLS, County Counsel

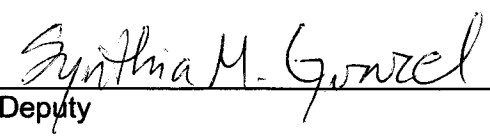
21 By: 
22 Deputy

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES OVER A PORTION OF PARCEL 4 OF PARCEL MAP NUMBER 13130, ON FILE IN BOOK 70, PAGE 53, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE NORTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF STATE ROUTE 79, WINCHESTER ROAD (16.762 METER NORTHWESTERLY HALF-WIDTH), AND KELLER ROAD (13.410 METER SOUTHERLY HALF-WIDTH), AS SHOWN ON SAID PARCEL MAP;

THENCE N 89°59'41" W ALONG THE CENTERLINE OF SAID KELLER ROAD , ALSO BEING THE NORTH LINE OF SAID SECTION 28 AS SHOWN ON SAID PARCEL MAP, A DISTANCE OF 74.996 METERS;

THENCE S 00°00'19" W, A DISTANCE OF 13.410 METERS TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID KELLER ROAD, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 00°00'19" W, A DISTANCE OF 2.589 METERS;

THENCE S 82°06'07" E, A DISTANCE OF 24.063 METERS;

THENCE S 11°29'56" W, A DISTANCE OF 4.718 METERS TO A POINT 28.039 METERS NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF STATE ROUTE 79;

THENCE S 36°03'34" W PARALLEL WITH AND 28.039 METERS NORTHWESTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 219.900 METERS TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 4;

THENCE N 89°58'52" W ALONG SAID SOUTHERLY LINE, A DISTANCE OF 6.184 METERS TO A POINT 33.039 METERS NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF STATE ROUTE 79;

THENCE N 36°03'34" E PARALLEL WITH AND 33.039 METERS NORTHWESTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 220.531 METERS;

THENCE N 82°06'07" W, A DISTANCE OF 22.294 METERS;

THENCE N 00°00'19" E, A DISTANCE OF 6.944 METERS TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF KELLER ROAD;

THENCE S 89°59'41" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 5.000 METERS TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 1,254.5 SQUARE METERS, 13,503 SQUARE FEET, OR 0.310 ACRES, MORE OR LESS.

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

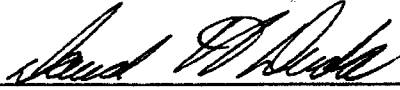
EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)
TEMPORARY CONSTRUCTION EASEMENT

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

08-RIV-79-KP 17.85-21121 (21121-2)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____



DATE: _____



EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT
 08-RIV-79-KP 17.85-21121 (21121-2)



13.410

26.820

KELLER ROAD

C/L N 89°59'41" W

N 89°59'41" W
74.996

P.O.C.

T.P.O.B.

DETAIL SEE DETAIL

21121-2

1.254.5 SQ. M
 13.503 SQ. FT.
 0.310 AC.

GRANT DEED
 INST. NO. 52258.
 REC. 2-13-1998

APN 476-010-010

PM 13130
 PM 70/53
 PCL 4

(LOT "B") PER
 PM 41/6-7
 1.524

5.000

N 36°03'34" E

220.531

219.900

C/L SR 79

N 36°03'34" E

33.039

33.525

30.477

PM 13059
 PM 64/28
 PCL 1

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

LINE DATA

- ① S 00°00'19" W - 13.410
- ② S 00°00'19" W - 2.589
- ③ S 82°06'07" E - 24.063
- ④ S 11°29'56" W - 4.718
- ⑤ N 89°58'52" W - 6.184
- ⑥ N 82°06'07" W - 22.294
- ⑦ N 00°00'19" E - 6.944
- ⑧ S 89°59'41" E - 5.000

SECTION 28

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

ALL DISTANCES SHOWN ARE METRIC GRID DISTANCES.
 GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE
 GRID DIST. BY A COMBINATION FACTOR OF 1.000100842.



COUNTY OF RIVERSIDE TRANSPORTATION DEPT. SURVEY DIV.
STATE ROUTE 79

PROJECT:
 THIS PLAT IS AN AID IN LOCATING THE PARCELS DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: *David H. Duda* DATE: 12/04/08

PAR. NO.:	21121-2
PREPARED BY:	N.J.C.
SCALE:	N.T.S.
DATE:	SEPTEMBER, 2008
W.O. NO.:	B4-0527
SHEET 1 OF 1	