

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

808A



FROM: Economic Development Agency/ Facilities Management
and Transportation Department

SUBMITTAL DATE:
May 25, 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 Parcel 21130-1, and a temporary construction agreement for Parcel 21130-2 all within a portion of Assessor's Parcel Numbers 472-110-014 and 472-110-015, and authorize the Chairman of the Board to execute these documents on behalf of the county;
2. Authorize the undersigned Assistant County Executive Officer/EDA, or his designee, to execute any other documents and administer all actions to complete this transaction;

(Continued)

Juan C. Perez, Director
Transportation Department

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

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 100,410	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	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 100%

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature By: Jennifer I. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: June 7, 2011
xc: EDA, Transp., Auditor, EO

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

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

District: 3

Agenda Number:

3.42

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
PAUL ANGLIO, CPA, AUDITOR-CONTROLLER
BY: Samuel Wong 5/16/11
DATE: 5-10-11
Departmental Counsel
SYNTHIA M. GUNZEL
FORM APPROVED COUNTY COUNSEL
BY: Cynthia Y. Gunzel 5-10-11

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

RECOMMENDED MOTION: (Continued)

3. Approve and direct the Auditor-Controller to make the budget adjustment as shown on Schedule A, attached; and,
4. Authorize and allocate the sum of \$70,743 to purchase Parcel 21130-1, and \$9,257 for a temporary construction easement on Parcel 21130-2 all within a portion of Assessor's Parcel Numbers 472-110-014 and 472-110-015 and \$20,410 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 Initial Study with Mitigated Declaration/Environmental Assessment with Finding of No Significant Impact pursuant to Division 13 of the Public Resources Code was approved on December 28, 2010 by District 8 Division of Environmental Planning for the California Department of Transportation.

The Economic Development Agency (EDA) has negotiated the acquisition and temporary construction easement of a portion of Assessor's Parcel Numbers 472-110-014 and 472-110-015 from Sung Joon Kim for a price of \$80,000. There are costs of \$20,410 associated with this transaction. Sung Joon Kim will execute a Grant Deed in favor of the State of California for a portion of Assessor's Parcel Numbers 472-110-014 and 472-110-015, referenced as Parcel 21130-1.

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

FINANCIAL DATA: (Commences on Page 3)

FINANCIAL DATA:

The following summarizes the funding necessary for the acquisition and temporary construction easement of a portion of Assessor's Parcel Numbers 472-110-014 and 472-110-015:

Acquisition:	\$ 70,743
Temporary Construction Easement:	\$ 9,257
Estimated Title and Escrow Charges:	\$ 1,400
Preliminary Title Report:	\$ 250
County Appraisal:	\$ 8,000
Owner Appraisal:	\$ 5,000
EDA Real Property Staff Time:	\$ 5,760
Total Estimated Acquisition Costs:	\$100,410

While EDA will cover the cost for the due diligence services (Preliminary Title Report and Appraisals) at the time of this property transaction, it is understood that the Transportation Department will reimburse EDA for these costs. The budget adjustment attached (Schedule A) is necessary to allow this transaction. The remaining costs will be paid directly by the Transportation Department.

All costs associated with this property acquisition are fully funded in the Transportation Department's budget for FY 2010/11. Thus, no net county cost will be incurred as a result of this transaction.

Attachments:

Acquisition Agreement
Temporary Construction Agreement
Schedule A

SCHEDULE A

Increase Estimated Revenues:

47220-7200400000-777550	Right of Way Services	\$13,250
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Increase Appropriations:

47220-7200400000-525400	Title Company Services	\$ 250
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47220-7200400000-524550	Appraisal Services	\$13,000
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PROJECT: STATE ROUTE 79 (WINCHESTER)
ROAD WIDENING

PARCEL: 21130-1

APN: 472-110-014 (portion) and 472-110-015
(portion)

ACQUISITION AGREEMENT

This agreement is made by and between the COUNTY OF RIVERSIDE, A
POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA herein called "County", and
SUNG JOON KIM, A SINGLE MAN, herein called "Grantor".

Grantor has executed and will deliver to Lorie G. Houghlan, Real Property Agent
for the County or to the designated escrow company, a Grant Deed in favor of the State
of California dated _____, identifying a portion of
Assessor's Parcel Numbers 472-110-014 and 472-110-015, referenced as Parcel 21130-
1 and described on Exhibits "A" and "B" attached hereto and made a part hereof, in
consideration of which it is mutually agreed as follows:

1. The County shall:

A. Pay to the order of Grantor the sum of Seventy Thousand Seven
Hundred Forty Three Dollars (\$70,743) for the property, or interest therein, conveyed
by said deed, when title to said property or interest vests in County free and clear of all
liens, encumbrances, easements, leases (recorded or unrecorded), and taxes except
those encumbrances and easements which, in the sole discretion of the County, are
acceptable.

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

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

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

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

7 D. Acknowledge the letter dated April 18, 2011 referenced as Exhibit
8 "C", attached hereto and made a part hereof.

9 E. Provide a 10-day verbal notice to grantor in advance of
10 implementing any short term traffic disruptions at SR79 and Coventry Lane.

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

7
8 Dated: _____

GRANTOR:

Sung Joon Kim, a single man

11 By: _____

Sung Joon Kim

COUNTY OF RIVERSIDE

ATTEST:

16 Kecia Harper-Ihem
17 Clerk to the Board

By: _____

Bob Buster
Bob Buster, Chairman
Board of Supervisors

19 By: _____

Deputy

21
22 APPROVED AS TO FORM:
23 PAMELA J. WALLS, County Counsel

25 By: _____

Deputy

SYNTHIA M. GUNZEL

28 LGH:ad/33111/218TR/14.026 S:\Real Property\TYPING\Docs-14.000 to 14.499\14.026.doc

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF PARCELS 1 AND 2 OF PARCEL MAP NUMBER 15661, ON FILE IN BOOK 86, PAGE 19, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTH ONE-HALF OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 1, SAID CORNER BEING A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 79, WINCHESTER ROAD (16.762 METER HALF-WIDTH) AS SHOWN ON SAID PARCEL MAP;

THENCE S 53°56'26" E ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 11.238 METERS, TO A POINT 28.000 METERS SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID STATE ROUTE 79;

THENCE S 36°03'34" W PARALLEL WITH AND 28.000 METERS SOUTHEASTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 70.117 METERS;

THENCE S 37°24'00" W, A DISTANCE OF 179.880 METERS TO AN ANGLE POINT IN THE SOUTHWESTERLY LINE OF SAID PARCEL 2, ALSO BEING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF COVENTRY LANE (9.143 METER HALF-WIDTH), AS SHOWN ON SAID PARCEL MAP;

THENCE N 06°22'04" W ALONG SAID SOUTHWESTERLY LINE OF PARCEL 2 AND NORTHEASTERLY RIGHT-OF-WAY LINE OF COVENTRY LANE, A DISTANCE OF 10.419 METERS, TO A POINT ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 79;

THENCE N 36°03'34" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 242.257 METERS TO THE **POINT OF BEGINNING**;

CONTAINING 2,403.5 SQUARE METERS, 25,871 SQUARE FEET OR, 0.594 ACRES, MORE OR LESS.

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

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

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

08-RIV-79-KP 18.70-21130 (21130-1)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *Timothy F. Rayburn*

DATE: 9/2/09

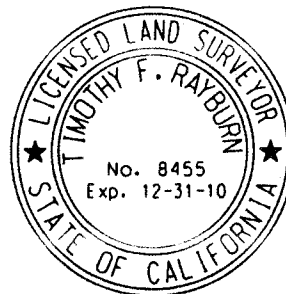


EXHIBIT "B"

08-RIV-KP18.71-18.96-21130 (21130-1)



LINE DATA

- ① S 53°56'26" E - 16.762
- ② S 53°56'26" E - 11.238
- ③ S 36°03'34" W - 70.117
- ④ N 06°22'04" W - 10.419

P.O.B.

COLFAX LANE

PM 15303
PM 103/36
PCL 1

PCL 10

PCL 9

R/W PER
O.R. 1065/56-58
REC. 04/05/1949

GRANT DEED
INST. # 280355
REC. 11/05/1986

APN 472-110-014

21130-1

2,403.5 SQ. M
25,871 SQ. FT.
0.594 AC.

GRANT DEED
INST. # 280356
REC. 11/05/1986

APN 472-110-015

PCL 2

PM 86/19
PM 86/13

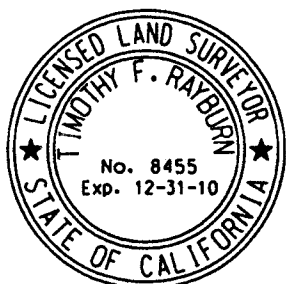
SE 1/4
SECTION 21
T.6S., R.2W., SBM

PM 9471
PM 42/37-38
PCL 1

INDICATES RESTRICTED ACCESS

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

COUNTY
OF
RIVERSIDE



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: STATE ROUTE 79

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

APPROVED BY: *Timothy F. Rayburn* DATE: 9/2/09

PAR. NO.: 21130-1

PREPARED BY: KNV

SCALE: N.T.S.

DATE: SEPTEMBER, 2009

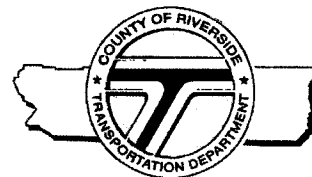
W.O. NO.: B4-0527

SHEET 1 OF 1



COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY

Transportation Department



Juan C. Perez, P.E., T.E.
Director of Transportation

April 18, 2011

EXHIBIT "C"

Donald E. Cooper
Attorney at Law
2015 Montrose Avenue
Montrose, CA 91020

Re: SR 79 (Winchester) Road Widening Project
The Kim Property located on the southeast side of SR 79 (Winchester) Road,
north of Coventry Lane
Assessor's Parcel Numbers 472-110-014 and 472-110-015
Caltrans Parcel Numbers 21130-1 and 21130-2

Dear Mr. Cooper:

The following is in response to your letter dated March 23, 2011, regarding Mr. Kim's parcel.

The Kim Parcel located on the southeast side of SR 79 (Winchester Road), north of Coventry Lane currently has access off Coventry Lane to SR 79 (Winchester Road) with access restrictions along the Highway 79 frontage. In addition, the subject property currently has legal, vehicular access to Keller Road, as shown on the attached exhibit.


The Memorandum of Understanding (MOU) between Caltrans, County of Riverside, and the City of Murrieta approved by the Board of Supervisors on June 15, 2004 and subsequent Amendment No. 1 approved on March 31, 2009 indicates that the interim road widening project to 4 lanes, identifies existing access points, one of which is Coventry Lane, to be restricted to right-turn in and right-turn out only. In addition, upon the completion of the ultimate road widening to 6 lanes, the MOU identifies Coventry Lane as one of the access points that will be eliminated.

The County Transportation Department has reviewed the request of the property owner and can commit to continuing to allow right in right out access to SR 79 upon development of this property. In addition, the County will commit to protecting the access to Keller Road so that upon such time the SR 79 is widened to 6 lanes, access to the property will remain.

Mr. Donald E. Cooper
April 18, 2011
Page 2

Should you have any questions, please contact me at (951) 955-6740

Sincerely,



Patricia P. Romo
Deputy Director

Cc: Mr. Joon Kim, Owner
Ms. Stephi Villanueva, Economic Development Agency
John Marcinek, Project Manager

RIVERSIDE COUNTY GIS

***IMPORTANT***

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

REPORT PRINTED ON...Mon Apr 18 09:25:58 2011

Version 101221

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

SUNG JOON KIM, A SINGLE MAN
(Herein referred to as "Grantor")

PROJECT: STATE ROUTE 79 (WINCHESTER)
ROAD WIDENING

PARCEL: 21130-2

APN: 472-110-014 (portion) and 472-110-015
(portion)

TEMPORARY CONSTRUCTION AGREEMENT

1. The right is hereby granted County to enter upon and use the land of Grantor in the County of Riverside, State of California, described as a portion of Assessor's Parcel Numbers 472-110-014 and 472-110-015, highlighted on the map attached hereto, and made a part hereof, for all purposes necessary to facilitate and accomplish the construction of State Route 79 (Winchester Road).

2. The temporary construction easement, used during construction of the project consists of approximately 0.309 acres or thirteen thousand four hundred fifty five (13,455) square feet as designated on the attached map, referenced as Exhibit "A".

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

4. It is understood that the County may enter upon Grantor's property where appropriate or designated for the purpose of getting equipment to and from the

1 easement area. County agrees not to damage Grantor's property in the process of
2 performing such activities.

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

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

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

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

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

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

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

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

24 ///

25 ///

26 ///

27 ///

28 ///

1 13. County shall pay to the order of Grantor the sum of Nine Thousand Two
2 Hundred Fifty Seven Dollars (\$9,257) for the right to enter upon and use Grantor's land in
3 accordance with the terms hereof.

4
5 Dated: _____

6 **GRANTOR:**

Sung Joon Kim, a single man

7
8 By: _____

Sung Joon Kim

10 **COUNTY OF RIVERSIDE**

11
12 **ATTEST:**

13 Kecia Harper-Ihem
14 Clerk to the Board

15 By: _____

Bob Buster

Bob Buster, Chairman
Board of Supervisors

16 By: _____

17 Deputy

18
19 **APPROVED AS TO FORM:**

PAMELA J. WALLS, County Counsel

20
21 By: _____

22 Deputy

23 **SYNTHIA M. GUNZEL**

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES OVER A PORTION OF PARCELS 1 AND 2 OF PARCEL MAP 15661, ON FILE IN BOOK 86, PAGE 19, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN THE SOUTH ONE-HALF OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 1, SAID CORNER BEING A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 79, WINCHESTER ROAD (16.762 METER HALF-WIDTH) AS SHOWN ON SAID PARCEL MAP;

THENCE S 53°56'26" E ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 11.238 METERS TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING S 53°56'26" E ALONG SAID NORTHEASTERLY LINE OF PARCEL 1, A DISTANCE OF 5.000 METERS TO A POINT 33.000 METERS SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID STATE ROUTE 79;

THENCE S 36°03'34" W PARALLEL WITH AND 33.000 METERS SOUTHEASTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 70.175 METERS;

THENCE S 37°24'00" W, A DISTANCE OF 179.822 METERS TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL 2, ALSO BEING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF COVENTRY LANE (9.143 METER HALF-WIDTH), AS SHOWN ON SAID PARCEL MAP;

THENCE N 53°56'17" W ALONG SAID SOUTHWESTERLY LINE OF PARCEL 2 AND NORTHEASTERLY RIGHT-OF-WAY LINE OF COVENTRY LANE, A DISTANCE OF 5.001 METERS TO AN ANGLE POINT THEREIN;

THENCE N 37°24'00" E, A DISTANCE OF 179.880 METERS TO A POINT 28.000 METERS SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF STATE ROUTE 79;

THENCE N 36°03'34" E PARALLEL WITH AND 28.000 METERS SOUTHEASTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 70.117 METERS TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 1,250.0 SQUARE METERS, 13,455 SQUARE FEET OR, 0.309 ACRES, MORE OR LESS.

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

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

08-RIV-79-KP 18.70-21130 (21130-2)

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 9/2/09



EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT

08-RIV-KP18.71-18.96-21130 (21130-2)



E-W CTR SEC LINE SECTION 21

COLFAX LANE

LINE DATA

- ① S 53°56'26" E - 11.238
- ② S 53°56'26" E - 5.000
- ③ S 36°03'34" E - 70.175
- ④ N 53°56'17" W - 5.001
- ⑤ N 36°03'34" W - 70.117
- ⑥ S 53°56'26" E - 16.762

PM 15303
PM 103/36
PCL 1

-P.O.C.

-T.P.O.B.

PCL 10

PCL 9

R/W PER
O.R. 1065/56-58
REC. 04/05/1949

PM 15244

GRANT DEED
INST. # 280355
REC. 11/05/1986

APN 472-110-014

21130-2

1,250.0 SQ. M
13,455 SQ. FT.
0.309 AC.

GRANT DEED
INST. # 280356
REC. 11/05/1986

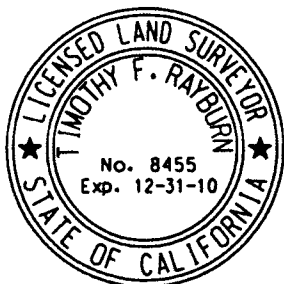
APN 472-110-015

PCL 2

PM 86/19
PM 86/13

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

PM 9471
PM 42/37-38
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

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: *[Signature]* DATE: 9/2/09

PAR. NO.: 21130-2

PREPARED BY: KNV

SCALE: N.T.S.

DATE: SEPTEMBER, 2009

W.O. NO.: B4-0527

SHEET 1 OF 1