

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

640A



FROM: Economic Development Agency / Facilities Management and Transportation Department

SUBMITTAL DATE:
August 4, 2011

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

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Acquisition Agreement for Parcels 21118-1, 21118-5, and 21119-1 within a portion of Assessor's Parcel Numbers 476-010-018, 476-010-023, and 476-010-025, a Temporary Construction Agreement for Parcel 21118-4 within a portion of Assessor's Parcel Numbers 476-010-018 and 476-010-025, and a Temporary Construction Agreement for Parcel 21119-4 within a portion of Assessor's Parcel Number 476-010-023, and authorize the Chairman of the Board to execute these agreements on behalf of the county;

(Continued)

Juan C. Perez, Director
Transportation Department

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 40,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

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 type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY:

County Executive Office Signature
Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, 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: August 16, 2011
xc: EDA, Transp., Auditor

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 3.14 of 3/24/09; 3.63 of 6/28/11

District: 3

Agenda Number:

3.44

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER,
 BY:
 SAMUEL WONG
 Dep. Auditor-Controll.
 8/11/11
 FORM APPROVED COUNTY COUNSEL
 BY:
 CYNTHIA M. GUNZEL
 Dep. Auditor-Controll.
 7-25-11

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

RECOMMENDED MOTION: (Continued)

2. 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
3. Authorize and allocate the sum of \$28,000 to purchase Parcels 21118-1, 21118-5, and 21119-1 and for a temporary construction easement on Parcels 21118-4 and 21119-4, all within a portion of Assessor's Parcel Numbers 476-010-018, 476-010-023, and 476-018-025 and \$12,000 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 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 County of Riverside Transportation Department, the City of Murrieta, the City of Temecula, and CalTrans.

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the acquisition and temporary construction easement of a portion of Assessor's Parcel Numbers 476-010-018, 476-010-023, and 476-010-024 from Winchester Agave, LLC and Newport Road LLC for a price of \$28,000.

As part of the consideration for this acquisition the County will also construct additional pavement widening along the frontage of the property. This additional pavement will be used as the 3rd northbound through lane at such time in the future as downstream improvements are constructed by adjacent development or through another public project.

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

FINANCIAL DATA:

The following summarizes the funding necessary for the acquisition and temporary construction easement of a portion of Assessor's Parcel Numbers 476-010-018, 476-010-023 and 476-019-025:

Acquisition/Temporary Construction Easement:	\$28,000
Estimated Title and Escrow Charges:	\$ 1,000
Preliminary Title Report:	\$ 0
County Appraisal:	\$ 0
EDA/FM Real Property Staff Time:	\$11,000
Total Estimated Acquisition Costs:	\$40,000

(Continued)

Economic Development Agency/Facilities Management and Transportation Department
Acquisition Agreement and Temporary Construction Agreements for the State Route 79
(Winchester) Road Project
August 4, 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 2011/12. Thus, no net county cost will be incurred as a result of this transaction.

Attachments:

Acquisition Agreement
Temporary Construction Agreements

1 Project: State Route 79 (Winchester Road) Widening
2 Parcels and APNS: 21118-1 & 21118-5 (portions of 476-010-
3 018 & 476-010-025) and 21119-1 (portion of 476-010-023)

4
5 ACQUISITION AGREEMENT

6
7 This Acquisition Agreement, ("Agreement"), entered into on July 20, 2011

8 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,
9 ("County"), NEWPORT 103, LLC, a California limited liability company, ("Grantor Newport"), and
10 WINCHESTER AGAVE, LLC, a California limited liability company, ("Grantor Winchester"). The
11 County, Grantor Newport, and Grantor Winchester may sometimes hereinafter be collectively
12 referred to as the "Parties". Unless specifically referenced, Grantor Newport and Grantor
13 Winchester will hereinafter be collectively referred to as "Grantors".

14 WHEREAS, Grantor Newport owns that certain real property that is located in
15 unincorporated southwestern area of Riverside County, California, with Assessor's Parcel
16 Numbers 476-010-018 and 476-010-025, whereby County desires to acquire a portion thereof,
17 more particularly described in Attachment "1", attached hereto and by this referenced
18 incorporated herein; and,

19 WHEREAS, Grantor Winchester owns that certain real property that is located in
20 unincorporated southwestern area of Riverside County, California, with Assessor's Parcel
21 Number 476-010-023, whereby County desires to acquire a portion thereof, more particularly
22 described in Attachment "2", attached hereto and by this referenced incorporated herein; and,

23 WHEREAS, the County desires to purchase and Grantors desire to sell a portion of
24 Assessor's Parcel Numbers 476-010-018, 476-010-025, and 476-010-02, ("Property"); and,

25 WHEREAS, concurrently with this Agreement and a part of the consideration provided
26 herein, the Parties intend to enter into Right of Entry and Temporary Construction Easement
27 Agreements, ("ROE"), to grant County the right to temporary use portions of the Property, as
28 described therein, for the construction of the Project;

Handwritten initials/signature

1 NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of
2 which are hereby acknowledged, the parties hereto agree as follows:

3 1. After full execution of the Agreement by the Parties, escrow shall be opened by
4 the County. Escrow shall close on or before October 1, 2011.

5 2. As consideration for acquisition of the right of way, including any temporary rights
6 granted to the County, the County shall:

7 A. Pay to the order of Grantors, in amounts directed by Grantors, the sum of
8 Twenty Eight Thousand Dollars (\$28,000) for the property interests conveyed by said deed(s),
9 when title to said property or interest vests in favor of the State of California free and clear of all
10 liens, encumbrances, easements, leases (recorded or unrecorded), and taxes except those
11 encumbrances and easements which, in the sole discretion of the County, are acceptable.

12 B. Construct the pavement widening of State Route 79 adjacent to Assessor's
13 Parcel Numbers 476-010-018, 476-010-025, and 476-010-023 as part of the consideration for
14 the conveyance and dedication of right of way acquired for the Project, as particularly described
15 in Attachment "3", County Scope of Work, attached hereto and by this reference incorporated
16 herein.

17 C. Handle real property taxes, bonds, and assessments in the following
18 manner:

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

21 ii. County is authorized to pay from the amount shown in Paragraph 2A
22 herein, any unpaid taxes together with penalties, cost and interest thereon, and any bonds or
23 assessments that are due on the date title is transferred to, or possession is taken by the
24 County, whichever first occurs or request from the County Assessor to provide any
25 documentation to confirm that the real property interests conveyed by said deeds are free of
26 taxes and assessments.

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

1 3. Grantors shall perform the following:

2 A. Grantor Newport shall execute and acknowledge in recordable form (and
3 shall deliver to Stephi Villanueva, Real Property Agent for the County or to a designated
4 escrow holder) a Grant Deed which evidences a conveyance of Parcels 21118-1 and 21118-5
5 in favor of the State, attached hereto as Attachment "4", and is incorporated herein by this
6 reference. Concurrently with its execution of this Agreement, Grantor Newport shall execute
7 (and shall deliver to Stephi A. Villanueva, Supervisor Real Property Agent for the County), a
8 ROE which grants the rights described therein for Parcel 21118-4 to the County. When said
9 ownership vests in favor of the State, the conditions of title regarding said interests shall be free
10 and clear of all liens, encumbrances, trust deeds, mortgages, easements, leases,
11 assessments, and taxes except for those exceptions to title which, in the sole discretion of
12 State or County, are acceptable to State or County.

13 B. Grantor Winchester shall execute and acknowledge in recordable form (and shall
14 deliver to Stephi Villanueva, Real Property Agent for the County or to a designated escrow
15 holder) a Grant Deed (which evidences a conveyance of Parcel 21119-1 to the State), attached
16 hereto as Attachment "5", and is incorporated herein by this reference. Concurrently with its
17 execution of this Agreement, Grantor Winchester shall execute (and shall deliver to Stephi A.
18 Villanueva, Supervisor Real Property Agent for the County), a ROE which grants the rights
19 described therein for Parcel 21119-4 to the County. When said ownership vests in favor of the
20 State, the conditions of title regarding said interests shall be free and clear of all liens,
21 encumbrances, trust deeds, mortgages, easements, leases, assessments, and taxes except for
22 those exceptions to title which, in the sole discretion of State or County, are acceptable to State
23 or County.

24 4. The acquisition price of the Property being acquired in this transaction
25 reflects the fair market value of the property without the presence of contamination. If the
26 Property being acquired is found to be contaminated by the presence of HS which requires
27 mitigation under Federal or State law, the State or County may elect to recover its cleanup
28 costs from those who caused or contributed to the contamination.

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

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

10 7. The performance by the County of its obligations under this agreement shall
11 relieve the County of any and all further obligations or claims on account of the acquisition of
12 the property referred to herein or on account of the location, grade, or construction of the
13 proposed public improvement.

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

16 9. This Agreement is the result of negotiations between the parties and is intended
17 by the parties to be a final expression of their understanding with respect to the matters herein
18 contained. This Agreement supersedes any and all other prior agreements and understandings,
19 oral or written, in connection therewith. No provision contained herein shall be construed
20 against the County solely because it prepared this agreement in its executed form.

21 ///

22 ///

23 ///

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25
26
27
28

10. The individuals who sign this Agreement on behalf of private or public entities represent and warrant that they have the actual authority to bind their respective principals to this Agreement.

Dated: July 20, 2011

GRANTOR:
NEWPORT ROAD 103, LLC

GRANTOR:
WINCHESTER AGAVE, LLC

By: *Paul Mark David Jacinto*

By: *Paul Mark David Jacinto*

Name: *Paul Mark David Jacinto*

Name: *Paul Mark David Jacinto*

Its: *MAU Member Managing Member*

Its: *MAU Member Managing Member*

COUNTY OF RIVERSIDE:

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: *Bob Buster*
Bob Buster, Chairman
Board of Supervisors

By: *Karen [Signature]*
Deputy

APPROVED AS TO FORM:
PAMELA J. WALLS
County Counsel

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

Handwritten initials/signature

ATTACHMENT "1"
LEGAL DESCRIPTION AND PLAT MAP FOR RIGHT OF WAY PORTION
FROM GRANTOR NEWPORT

DP
POM

EXHIBIT "A-1"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 2 OF PARCEL MAP NUMBER 11539, ON FILE IN BOOK 64, PAGE 59, OF PARCEL MAPS AND A PORTION OF PARCEL "B" OF NOTICE OF LOT LINE ADJUSTMENT NUMBER 4858 RECORDED MAY 25, 2005, AS INSTRUMENT NUMBER 418101, AS DESCRIBED IN GRANT DEED RECORDED OCTOBER 5, 2005, AS INSTRUMENT NUMBER 825211, 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 INTERSECTION OF THE CENTERLINE OF STATE ROUTE 79, WINCHESTER ROAD (20.420 METER SOUTHEASTERLY HALF-WIDTH) AND THE CENTERLINE OF ABELIA STREET (13.410 METER NORTHEASTERLY HALF-WIDTH), AS SHOWN ON TRACT MAP NUMBER 29017-1, ON FILE IN BOOK 330, PAGES 54 THROUGH 63, INCLUSIVE, OF MAPS, RECORDS OF SAID RECORDER;

THENCE S 52°56'53" E ALONG SAID CENTERLINE OF ABELIA STREET, A DISTANCE OF 28.043 METERS TO A POINT ON A LINE PARALLEL WITH, AND DISTANT 28.039 METERS SOUTHEASTERLY OF, SAID CENTERLINE OF STATE ROUTE 79;

THENCE N 36°03'34" E ALONG SAID PARALLEL LINE, A DISTANCE OF 13.412 METERS TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID ABELIA STREET AS ESTABLISHED BY EASEMENT DEED RECORDED JUNE 3, 2003 AS INSTRUMENT NUMBER 2003-397837, SAID OFFICIAL RECORDS, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE THE FOLLOWING (4) FOUR COURSES ALONG THE BOUNDARY OF SAID EASEMENT DEED;

- 1) N 52°56'53" W, A DISTANCE OF 0.732 METERS TO AN ANGLE POINT THEREIN;
- 2) N 08°26'39" W, A DISTANCE OF 9.826 METERS TO AN ANGLE POINT THEREIN;
- 3) N 36°03'34" E, A DISTANCE OF 21.029 METERS TO AN ANGLE POINT THEREIN;
- 4) N 53°56'26" W, A DISTANCE OF 3.658 METERS TO THE MOST-NORTHERLY CORNER OF SAID EASEMENT DEED, BEING THE POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROUTE 79 (16.762 METER SOUTHEASTERLY HALF-WIDTH) AS DESCRIBED ON SAID PARCEL MAP NUMBER 11539;

THENCE N 36°03'34" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 371.174 METERS TO A POINT ON THE NORTHEASTERLY PROPERTY LINE OF SAID PARCEL "B" OF LOT LINE ADJUSTMENT 4858;

THENCE S 53°56'26" E ALONG SAID NORTHEASTERLY PROPERTY LINE, A DISTANCE OF 11.277 METERS TO A POINT ON SAID PARALLEL LINE, BEING 28.039 METERS SOUTHEASTERLY OF SAID CENTERLINE OF STATE ROUTE 79;

THENCE S 36°03'34" W ALONG SAID PARALLEL LINE, A DISTANCE OF 399.224 METERS TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 4,375.2 SQUARE METERS, 47,094 SQUARE FEET, OR 1.081 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.

440
182

EXHIBIT "A-1"
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 17.25-21118 (21118-1)

SEE ATTACHED EXHIBIT "B-1"

APPROVED BY: Timothy F. Rayburn

DATE: 4/12/2011

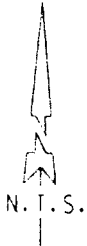


PAGE 2 OF 2

DR

EXHIBIT "B-1"

08-RIV-79-KP 17.25-21118 (21118-1)



KOON STREET
 N 89°57'27" W

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

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

LLA NO. 4858
 INST. NO. 418101
 REC. 5-25-2005
 PCL "A"

PCL 1
 PM 15358
 PM 93/40-41
 PCL 3

PM 11539
 PM 64/59
 PCL 1

GRANT DEED
 INST. NO. 825211.
 REC. 10-5-2005

LLA NO. 4858
 INST. NO. 418101
 REC. 5-25-05
 PCL "B"

APN 476-010-025

PM 64/59
 PCL 3

21118-1

4,375.2 SQ. M
 47,094 SQ. FT.
 1.081 AC.

LINE DATA

- ① S 52°56'53" E - 28.043
- ② N 36°03'34" E - 13.412
- ③ N 52°56'53" W - 0.732
- ④ N 08°26'39" W - 9.826
- ⑤ N 36°03'34" E - 21.029
- ⑥ N 53°56'26" W - 3.658
- ⑦ S 53°56'26" E - 11.277

P.O.C.

PM 11539
 PM 64/59
 PCL 2

-T.P.O.B. APN 476-010-018

R/W PER INST.
 NO. 2003-397837,
 REC. 6-3-2003

SOUTH LINE NW 1/4 NOTE:
 SECTION 28

INDICATES RESTRICTED ACCESS



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

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PAR. NO.: 21118-1

PROJECT: STATE ROUTE 79

PREPARED BY: TFR

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: APRIL 2011

W.O. NO.: B4-0527

APPROVED BY: *Judy F. R.* DATE: 4/12/2011

SHEET 1 OF 1

Handwritten initials/signature

EXHIBIT "A-2"
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 2 OF PARCEL MAP NUMBER 11539, ON FILE IN BOOK 64, PAGE 59, 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 INTERSECTION OF THE CENTERLINE OF STATE ROUTE 79, WINCHESTER ROAD (20.420 METER SOUTHEASTERLY HALF-WIDTH) AND THE CENTERLINE OF ABELIA STREET (13.410 METER SOUTHWESTERLY HALF-WIDTH), AS SHOWN ON TRACT MAP NUMBER 29017-1, ON FILE IN BOOK 330, PAGES 54 THROUGH 63, INCLUSIVE, OF MAPS, RECORDS OF SAID RECORDER;

THENCE S 52°56'53" E ALONG SAID CENTERLINE OF ABELIA STREET, A DISTANCE OF 28.043 METERS TO A POINT ON A LINE PARALLEL WITH, AND DISTANT 28.039 METERS SOUTHEASTERLY OF, SAID CENTERLINE OF STATE ROUTE 79;

THENCE S 36°03'34" W ALONG SAID PARALLEL LINE, A DISTANCE OF 13.412 METERS TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID ABELIA STREET AS ESTABLISHED BY EASEMENT DEED RECORDED JUNE 3, 2003 AS INSTRUMENT NUMBER 2003-397837, SAID OFFICIAL RECORDS, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING S 36°03'34" W ALONG SAID PARALLEL LINE, A DISTANCE OF 21.697 METERS TO THE SOUTHERLY LINE OF SAID PARCEL 2;

THENCE N 89°55'14" W ALONG SAID SOUTHERLY LINE OF PARCEL 2, A DISTANCE OF 9.415 METERS TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROUTE 79 (20.420 METER SOUTHEASTERLY HALF-WIDTH) AS ESTABLISHED BY SAID EASEMENT DEED, SAID POINT BEING THE MOST-SOUTHERLY TERMINUS OF "COURSE 9" AS SHOWN ON EXHIBIT "B" OF SAID EASEMENT DEED;

THENCE THE FOLLOWING (3) THREE COURSES ALONG THE BOUNDARY OF SAID EASEMENT DEED:

- 1) N 36°03'34" E, A DISTANCE OF 20.226 METERS TO AN ANGLE POINT THEREIN;
- 2) N 81°33'36" E, A DISTANCE OF 10.003 METERS TO AN ANGLE POINT THEREIN;
- 3) S 52°56'53" E, A DISTANCE OF 0.484 METERS TO **TRUE POINT OF BEGINNING**.

CONTAINING: 161.4 SQUARE METERS, 1,738 SQUARE FEET, OR 0.040 ACRES, MORE OR LESS.

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

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

REFERENCE IS HEREBY MADE TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION - DISTRICT 8 MAP, FILE NUMBER RW 000014 / 1 THROUGH 30, 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 17.25-21118 (21118-5)

SEE ATTACHED EXHIBIT "B-2"

APPROVED BY: Timothy F. Rayburn

DATE: 11-27-12



RPB
12/4

LINE DATA

- ① S 52°56'53" E - 28.043
- ② S 36°03'34" W - 13.412
- ③ S 36°03'34" W - 21.697
- ④ N 89°55'14" W - 9.415
- ⑤ N 36°03'34" E - 20.226
- ⑥ N 81°33'36" E - 10.003
- ⑦ S 52°56'53" E - 0.484

EXHIBIT "B-2"

08-RIV-79-KP 17.25-21118 (21118 5)

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

PM 11539
PM 64/59
PCL 1

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

PM 64/59
PCL 3

(LOT "G") PER
PM 64/59

PCL 3

GRANT DEED
INST. NO. 825211,
REC. 10-5-2005

LLA NO. 4858
INST. NO. 418101
REC. 5-25-05
PCL "B"
APN 476-010-025

21118-5
161.4 SQ. M
1.738 SQ. FT.
0.040 AC.

PM 11539
PM 64/59
PCL 2
APN 476-010-018

R/W PER INST.
NO. 2003-397837,
REC. 6-3-2003

(LOT "G") PER
PM 64/59
(LOT "G") PER
MB 330/54-63

T.P.O.B.
PCL 2

APN 476-010-018

SOUTH LINE NW 1/4
SECTION 28

TR 29017-1
MB 330/54-63
LOT 98

NOTE:

INDICATES RESTRICTED ACCESS



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

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: STATE ROUTE 79

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

APPROVED BY: *Timothy F. Rayburn* DATE: 4/25/2011

PAR. NO.: 21118-5

PREPARED BY: TFR

SCALE: N.T.S.

DATE: APRIL 2011

W.O. NO.: B4-0527

SHEET 1 OF 1

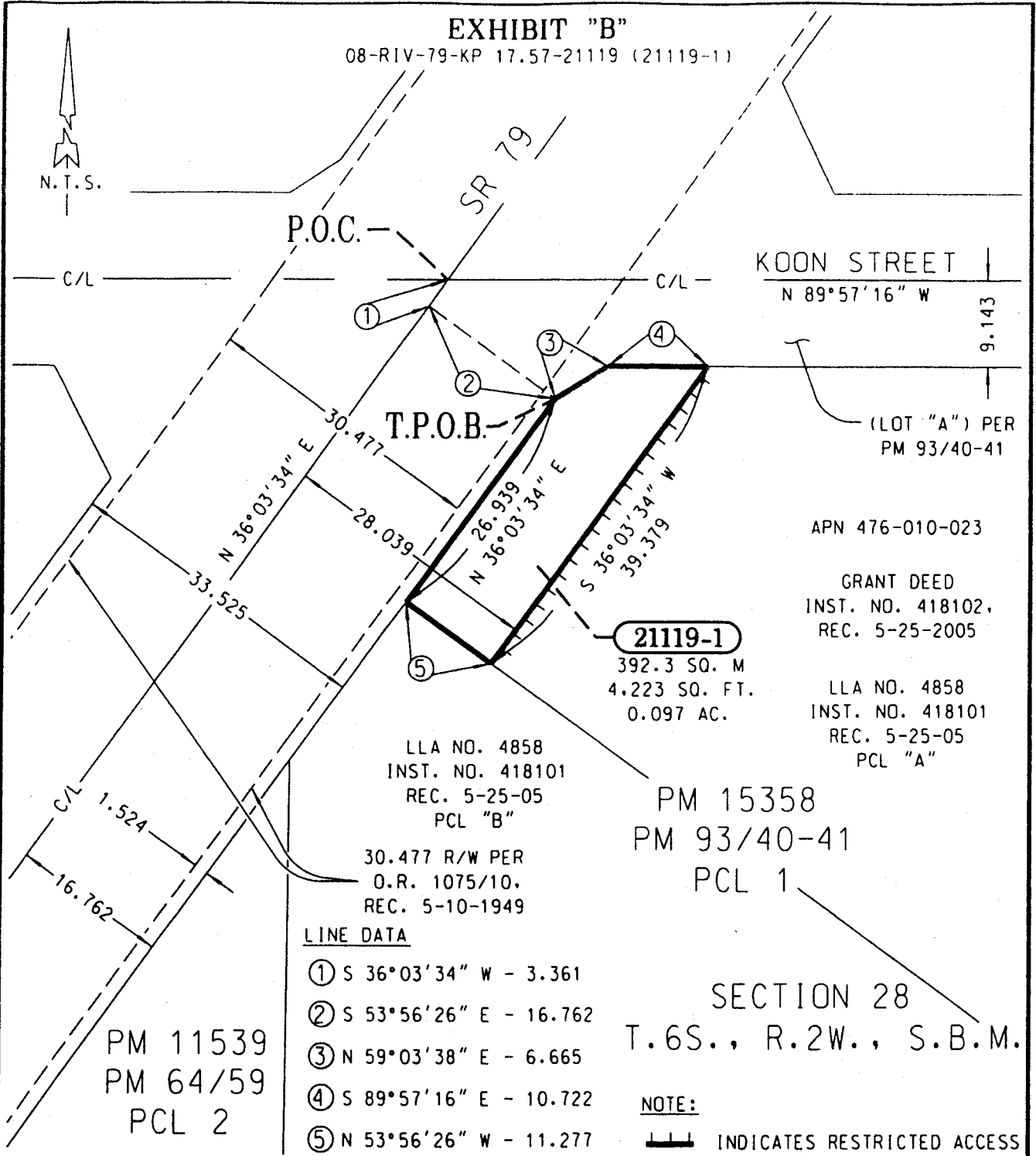
DD

ATTACHMENT "2"
LEGAL DESCRIPTION AND PLAT MAP FOR RIGHT OF WAY PORTION
FROM GRANTOR WINCHESTER

HP
POM

EXHIBIT "B"

08-RIV-79-KP 17.57-21119 (21119-1)



KOON STREET

N 89°57'16" W

9.143

(LOT "A") PER
PM 93/40-41

APN 476-010-023

GRANT DEED
INST. NO. 418102,
REC. 5-25-2005

LLA NO. 4858
INST. NO. 418101
REC. 5-25-05
PCL "A"

21119-1

392.3 SQ. M
4,223 SQ. FT.
0.097 AC.

LLA NO. 4858
INST. NO. 418101
REC. 5-25-05
PCL "B"

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

PM 15358

PM 93/40-41

PCL 1

SECTION 28

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

PM 11539
PM 64/59
PCL 2

LINE DATA

- ① S 36°03'34" W - 3.361
- ② S 53°56'26" E - 16.762
- ③ N 59°03'38" E - 6.665
- ④ S 89°57'16" E - 10.722
- ⑤ N 53°56'26" W - 11.277

NOTE:

INDICATES RESTRICTED ACCESS

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



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PAR. NO.: 21119-1

PROJECT: STATE ROUTE 79

PREPARED BY: N.J.C.

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: *7/2/09*

SHEET 1 OF 1

Handwritten initials/signature

ATTACHMENT "3"

COUNTY SCOPE OF WORK

County shall construct, at no cost or expense to Grantors, the pavement widening, to State Route 79, ("SR79"), adjacent to Assessor's Parcel Numbers 476-010-018, 476-010-025 and 476-010-023 as approved by Caltrans and depicted in Exhibit "3-A" ("Widening"), attached hereto and by this reference incorporated herein. Widening shall include 16.5m (55') of full-depth asphalt pavement from the SR79 centerline, grading, drainage ditches, and pavement marking (for 2 northbound lanes) as depicted in Exhibit "3-B", Typical Cross Section, attached hereto and by this reference incorporated herein. Widening will accommodate a 3rd northbound lane and shoulder with future development of the Property.

4/15
POM

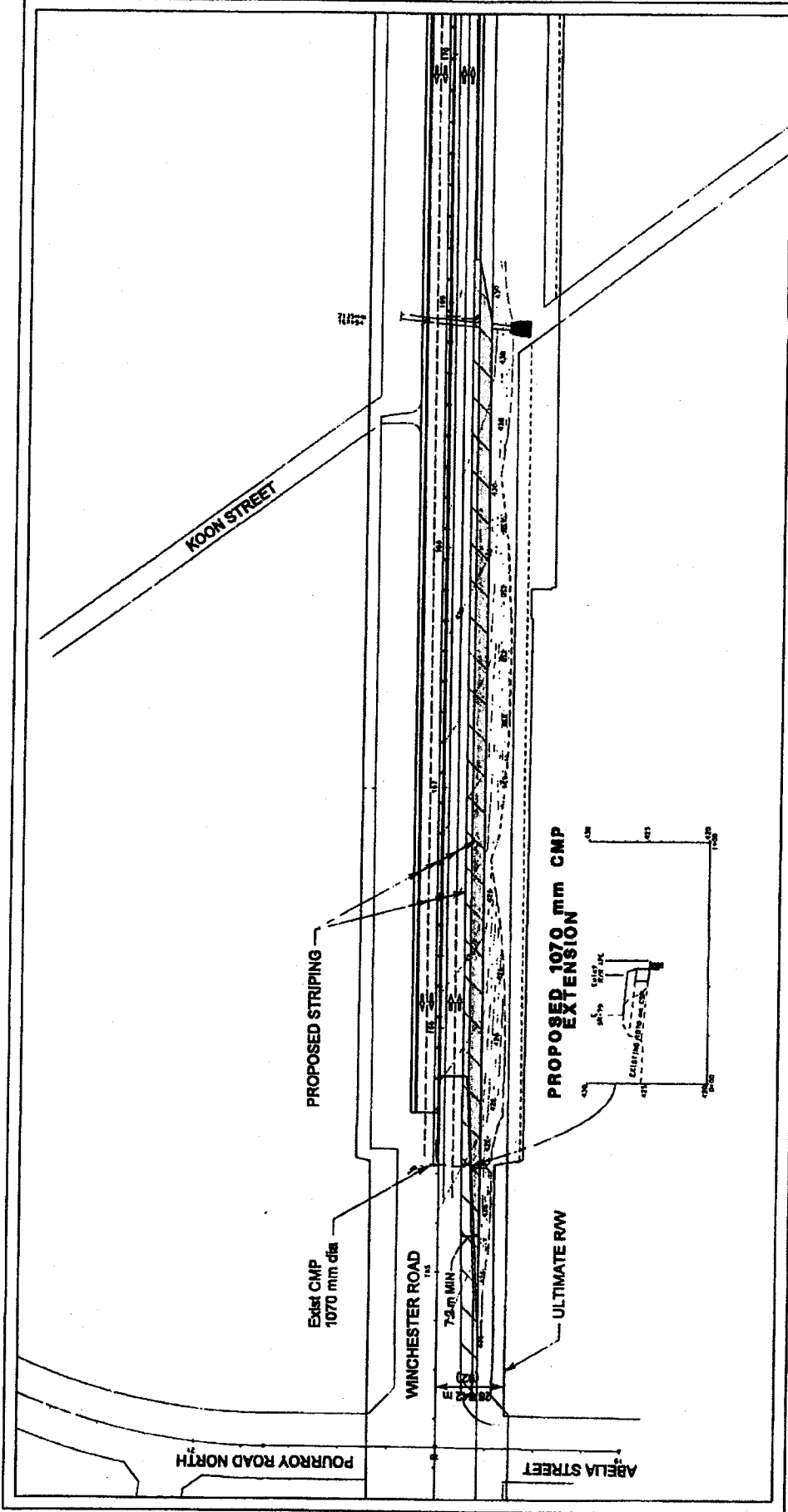


Exhibit - Proposed Widening Adjacent to Newport Road LLC and Winchester Agave Properties

State Route 79 Widening Project
 Thompson Road to Domenigoni Parkway
 Per 95% Caltrans Submittal - May 17, 2011

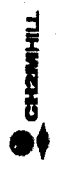
LEGEND:

- Temporary Construction Easement (TCE)
- - - Project Right-of-Way
- Fill
- Cut
- Centre Line
- Proposed Edge of Pavement
- APE

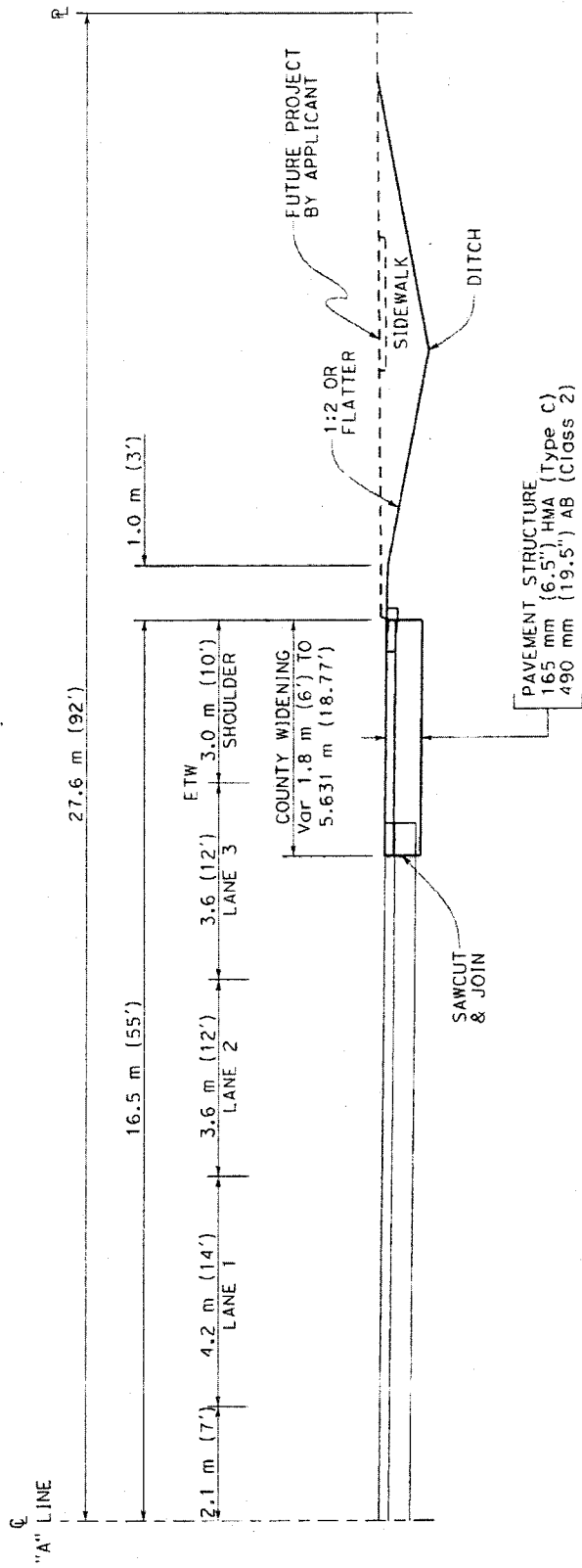
Proposed Pavement Widening per SR-79 Project
 Ultimate RAW (23.042 m (92') Wide)

0 10 20 Meters

NORTH



Handwritten initials/signature



ROUTE 79
NTS

Exhibit - Typical Section Depicting County Project
and Future Project by Applicant

State Route 79 Widening Project
Thompson Road to Domenigoni Parkway
CALTRANS EA 464621

LEGEND:

- Proposed Pavement Widening
- - - Future Project by Applicant



BD
PDM

ATTACHMENT "4"
GRANTOR NEWPORT
GRANT DEED

DB
PBR

RECORDING REQUESTED BY

When Recorded Mail To

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
464 W. 4th STREET, 6th FLOOR
SAN BERNARDINO, CA 92401-1400
Attention C. Camarillo – MS 650

FREE RECORDING:
This instrument is for the benefit of The State of California, and is entitled to be recorded without fee.(Govt. Code 6103)

12.945\071811\218TR\LGhra

Space above this line for Recorder's Use

GRANT DEED
(INDIVIDUAL)

District	County	Route	Post	Number
08	RIV	79	17.25	21118

Grantor, NEWPORT ROAD 103, LLC, does hereby GRANT to the STATE OF CALIFORNIA, all that real property in the County of Riverside, State of California, described as:

See Attached Exhibits "A-1" and "A-2"

And depicted as:

See Attached Exhibits "B-1" and "B-2"

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.

08-Riv-79-KP 17.25-21118 (21118-1)

08-Riv-79-KP 17.25-21118 (21118-5)

The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee 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.

(As used above, the term "grantor" shall include the plural as well as the singular number.)

Dated this _____ day of _____, 20____.

GRANTOR:

Newport Road 103, LLC

By: _____

Name: _____

Its: _____

*ADD
KON*

State of California

} ss

ACKNOWLEDGMENT

County of _____

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20__

Malcom Dougherty

Director of Transportation

By _____
Attorney in Fact

500
P004

ATTACHMENT "5"
GRANTOR WINCHESTER
GRANT DEED

10/24

RECORDING REQUESTED BY

When Recorded Mail To

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
464 W. 4th STREET, 6th FLOOR
SAN BERNARDINO, CA 92401-1400
Attention C. Camarillo – MS 650

FREE RECORDING:

This instrument is for the benefit of The State of California, and is entitled to be recorded without fee. (Govt. Code 6103)

12.949\071811\218TR\SV:ra

Space above this line for Recorder's Use

GRANT DEED
(INDIVIDUAL)

District	County	Route	Post	Number
08	RIV	79	17.57	21119

Grantor, WINCHESTER AGAVE, a California limited liability company, does hereby GRANT to the STATE OF CALIFORNIA, all that real property in the County of Riverside, State of California, described as:

See Attached Exhibit "A"

And depicted as:

See Attached Exhibit "B"

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.

08-RIV-79-KP- 17.57-21119 (21119-1)

The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee 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.

(As used above, the term "grantor" shall include the plural as well as the singular number.)

Dated this _____ day of _____, 20____

WINCHESTER AGAVE, a California limited liability company

By: _____

Its: _____

By: _____

Its: _____

State of California

ACKNOWLEDGMENT

County of _____ } ss

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Handwritten initials/signature

State of California

ACKNOWLEDGMENT

County of _____

} SS

On _____ before me, _____
(here insert name and title of the officer)

personally appeared _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20__

Malcolm Dougherty

Director of Transportation

By _____
Attorney in Fact

Handwritten initials/signature

1 COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), and
2 NEWPORT ROAD 103, LLC, a California limited liability company ("Grantor Newport")

3 PROJECT: STATE ROUTE 79 (WINCHESTER)

4 ROAD WIDENING

5 PARCEL: 21118-4

6 APN: portions of 476-010-018 and 476-010-025

7
8 RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
9

10 1. The right is hereby granted County to enter upon and use the land of Grantor
11 Newport in the County of Riverside, State of California, described as portion of Assessor's
12 Parcel Numbers 476-010-018 and 476-010-025, highlighted on the map attached hereto, and
13 made a part hereof, for all purposes necessary to facilitate and accomplish the construction of
14 widening State Route 79 (Winchester Road) for the consideration provided by the County as
15 described in that certain Acquisition Agreement dated July 20, 2011 between the County,
16 Grantor Newport and Winchester Agave, LLC concerning real property interests along SR79
17 including APNs 476-010-018 and 476-010-025.

18 2. The temporary construction easement, used during construction of the project
19 consists of approximately 0.365 acres or 15,901 square feet as described and depicted on
20 attached Exhibits "A" and "B".

21 3. The rights herein granted may be exercised for twenty-four (24) months from the
22 date of execution of this Right of Entry and Temporary Construction Easement Agreement, or
23 until completion of said project, whichever occurs earlier. The term may be extended by a
24 mutual written agreement.

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

BDP

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

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

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

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

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

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

17 11. This Agreement supersedes any and all other prior agreements or understanding,
18 oral or written, in connection therewith.

19 ///

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22

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1 12. Grantor Newport, their assigns and successors in interest, shall be bound by all
2 the terms and conditions contained in the agreement, and all the parties thereto shall be jointly
3 and severally liable there under.

4
5 Dated: July 20, 2011

6 **GRANTOR:**
7 **Newport Road, 103, LLC**

8 By: David A. Jacinto
9 Name: PRC M&X DAVID A. Jacinto
10 Its: M&X Member Managing Member

11
12
13 **COUNTY OF RIVERSIDE**

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

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

20 By: [Signature]
21 Deputy

22 **APPROVED AS TO FORM:**
23 PAMELA J. WALLS
24 County Counsel

25 By: Synthia M. Gunzel
26 Cynthia M. Gunzel
27 Deputy County Counsel

[Handwritten initials]

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES OVER A PORTION OF PARCEL 2 OF PARCEL MAP NUMBER 11539, ON FILE IN BOOK 64, PAGE 59, OF PARCEL MAPS AND A PORTION OF PARCEL "B" OF NOTICE OF LOT LINE ADJUSTMENT NUMBER 4858 RECORDED MAY 25, 2005, AS INSTRUMENT NUMBER 418101, AS DESCRIBED IN GRANT DEED RECORDED OCTOBER 5, 2005, AS INSTRUMENT NUMBER 825211, 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 INTERSECTION OF THE CENTERLINE OF STATE ROUTE 79, WINCHESTER ROAD (20.420 METER SOUTHEASTERLY HALF-WIDTH) AND THE CENTERLINE OF ABELIA STREET (13.410 METER NORTHEASTERLY HALF-WIDTH), AS SHOWN ON TRACT MAP NUMBER 29017-1, ON FILE IN BOOK 330, PAGES 54 THROUGH 63, INCLUSIVE, OF MAPS, RECORDS OF SAID RECORDER;

THENCE S 52°56'53" E ALONG SAID CENTERLINE OF ABELIA STREET, A DISTANCE OF 28.043 METERS TO A POINT ON A LINE PARALLEL WITH, AND DISTANT 28.039 METERS SOUTHEASTERLY OF, SAID CENTERLINE OF STATE ROUTE 79;

THENCE N 36°03'34" E ALONG SAID PARALLEL LINE, A DISTANCE OF 13.412 METERS TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID ABELIA STREET AS ESTABLISHED BY EASEMENT DEED RECORDED JUNE 3, 2003 AS INSTRUMENT NUMBER 2003-397837, SAID OFFICIAL RECORDS;

THENCE CONTINUING N 36°03'34" E ALONG SAID PARALLEL LINE, A DISTANCE OF 103.777 METERS TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING N 36°03'34" E ALONG SAID PARALLEL LINE, A DISTANCE OF 295.447 METERS TO A POINT ON THE NORTHEASTERLY PROPERTY LINE OF SAID PARCEL "B" OF LOT LINE ADJUSTMENT 4858;

THENCE S 53°56'26" E ALONG SAID NORTHEASTERLY PROPERTY LINE, A DISTANCE OF 5.000 METERS TO A POINT ON A LINE PARALLEL WITH, AND DISTANT 33.039 METERS SOUTHEASTERLY OF, SAID CENTERLINE OF STATE ROUTE 79;

THENCE S 36°03'34" W ALONG SAID PARALLEL LINE, A DISTANCE OF 295.447 METERS;

THENCE N 53°56'26" W, A DISTANCE OF 5.000 METERS TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 1,477.2 SQUARE METERS, 15,901 SQUARE FEET, OR 0.365 ACRES, MORE OR LESS.

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

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

08-RIV-79-KP 17.25-21118 (21118-4)

SEE ATTACHED EXHIBIT "B"

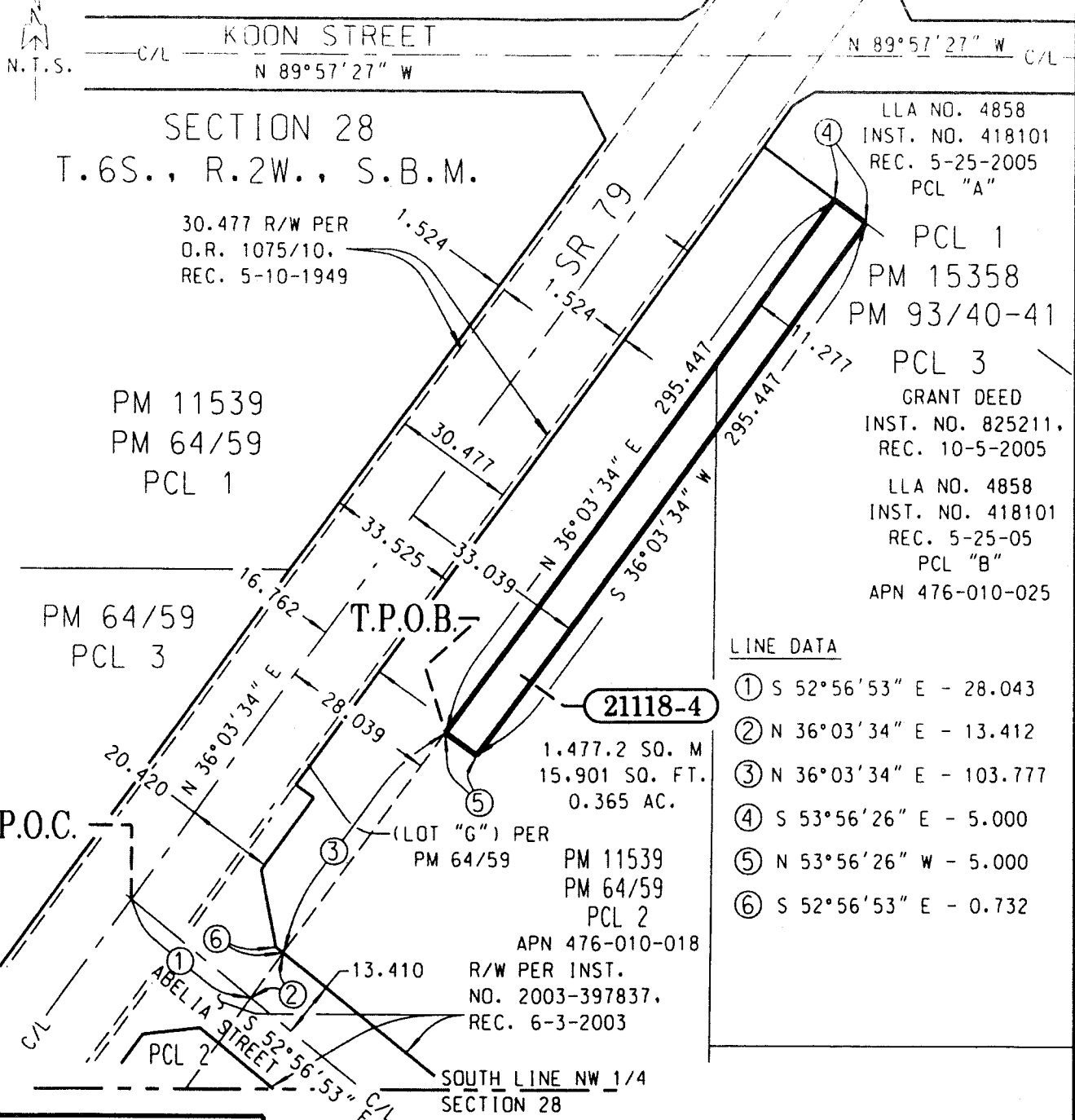
APPROVED BY: Timothy F. Rayburn

DATE: 4/12/2011



Handwritten initials/signature in the bottom right corner.

EXHIBIT "B"
 TEMPORARY CONSTRUCTION EASEMENT
 08-RIV-79-KP 17.25-21118 (21118-4)



LLA NO. 4858
 INST. NO. 418101
 REC. 5-25-2005
 PCL "A"

PCL 1
 PM 15358
 PM 93/40-41

PCL 3
 GRANT DEED
 INST. NO. 825211.
 REC. 10-5-2005

LLA NO. 4858
 INST. NO. 418101
 REC. 5-25-05
 PCL "B"

APN 476-010-025

LINE DATA

- ① S 52°56'53" E - 28.043
- ② N 36°03'34" E - 13.412
- ③ N 36°03'34" E - 103.777
- ④ S 53°56'26" E - 5.000
- ⑤ N 53°56'26" W - 5.000
- ⑥ S 52°56'53" E - 0.732

21118-4

1.477.2 SO. M
 15.901 SO. FT.
 0.365 AC.

(LOT "G") PER
 PM 64/59

PM 11539
 PM 64/59
 PCL 2

APN 476-010-018
 R/W PER INST.
 NO. 2003-397837.
 REC. 6-3-2003

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.:	21118-4
PROJECT: STATE ROUTE 79		PREPARED BY:	TFR
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.
APPROVED BY: <i>Timothy F. Rayburn</i> DATE: 4/12/2011		DATE:	MARCH 2011
		W.O. NO.:	B4-0527
		SHEET 1 OF 1	

Handwritten initials/signature

1 COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), and
2 WINCHESTER AGAVE, LLC, a California limited liability company ("Grantor Winchester")

3 PROJECT: STATE ROUTE 79 (WINCHESTER)
4 ROAD WIDENING

5 PARCEL: 21119-4

6 APN: 476-010-023 (portion)

7
8 RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
9

10 1. The right is hereby granted County to enter upon and use the land of Grantor
11 Winchester in the County of Riverside, State of California, described as portion of Assessor's
12 Parcel Number 476-010-023, highlighted on the map attached hereto, and made a part hereof,
13 for all purposes necessary to facilitate and accomplish the construction of widening State Route
14 79 (Winchester Road) for the consideration provided by the County as described in that certain
15 Acquisition Agreement dated June 20, 2011 between the County, Grantor Winchester and
16 Newport 103, LLC concerning real property interests along SR79 including APN 476-010-023.

17 2. The temporary construction easement, used during construction of the project
18 consists of approximately 0.051 acres or 2,219 square feet as described and depicted on
19 attached Exhibits "A" and "B".

20 3. The rights herein granted may be exercised for twenty-four (24) months from the
21 date of execution of this Right of Entry and Temporary Construction Easement Agreement, or
22 until completion of said project, whichever occurs earlier. The term may be extended by
23 mutual written agreement.

24 4. It is understood that the County may enter upon Grantor Winchester's property
25 where appropriate or designated for the purpose of getting equipment to and from the
26 easement area. County agrees not to damage Grantor Winchester's property in the process of
27 performing such activities.
28

POW
DA

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

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

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

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

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

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

17 11. This Agreement supersedes any and all other prior agreements or understanding,
18 oral or written, in connection therewith.

19 ///

20 ///

21 ///

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28

Handwritten initials/signature

1 12. Grantor Winchester, their assigns and successors in interest, shall be bound by
2 all the terms and conditions contained in the Agreement, and all the parties thereto shall be
3 jointly and severally liable thereunder.

4 Dated: July 20, 2011

5 **GRANTOR:**
6 **Winchester Agave, LLC, a California limited**
7 **liability company**

8 By: David A. Jacinto
9 Name: DAVID A. Jacinto
10 Its: MAN Member, Managing Member

11 **COUNTY OF RIVERSIDE**

12 **ATTEST:**
13 **Kecia Harper-Ihem**
14 **Clerk of the Board**

15 By: Bob Buster
16 **Bob Buster, Chairman**
17 **Board of Supervisors**

18 By: [Signature]
19 **Deputy**

20 **APPROVED AS TO FORM:**
21 **PAMELA J. WALLS**
22 **County Counsel**

23 By: Synthia M. Gunzel
24 **Synthia M. Gunzel**
25 **Deputy County Counsel**

26 SV:ra/071811/218TR/14.028 S:\Real Property\TYPING\Docs-14.000 to 14.499\14.028.doc

POW
5/23

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES OVER A PORTION OF PARCEL "A" OF NOTICE OF LOT LINE ADJUSTMENT NUMBER 4858 RECORDED MAY 25, 2005, AS INSTRUMENT NUMBER 418101, AND DESCRIBED IN GRANT DEED RECORDED MAY 25, 2005 AS INSTRUMENT 418102, 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 SOUTHEASTERLY HALF-WIDTH), AND KOON STREET (9.143 METER HALF-WIDTH), AS SHOWN ON PARCEL MAP NUMBER 15358, ON FILE IN BOOK 93, PAGES 40 AND 41, OF PARCEL MAPS, RECORDS OF SAID RECORDER;

THENCE S 36°03'34" W ALONG THE CENTERLINE OF SAID STATE ROUTE 79, A DISTANCE OF 30.300 METERS;

THENCE S 53°56'26" E A DISTANCE OF 28.039 METERS, TO THE **TRUE POINT OF BEGINNING**;

THENCE N 36°03'34" E, PARALLEL WITH AND 28.039 METERS SOUTHEASTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 39.379 METERS TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID KOON STREET;

THENCE S 89°57'16" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 6.185 METERS, TO A POINT 33.042 METERS SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF STATE ROUTE 79;

THENCE S 36°03'34" W, PARALLEL WITH AND 33.042 METERS SOUTHEASTERLY OF SAID CENTERLINE OF STATE ROUTE 79, A DISTANCE OF 43.015 METERS TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL "A";

THENCE N 53°56'26" W, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 5.003 METERS TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 206.1 SQUARE METERS, 2,219 SQUARE FEET, OR 0.051 ACRES, MORE OR LESS.

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

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

08-RIV-79-KP 17.57-21119 (21119-4)

SEE ATTACHED EXHIBIT "B"

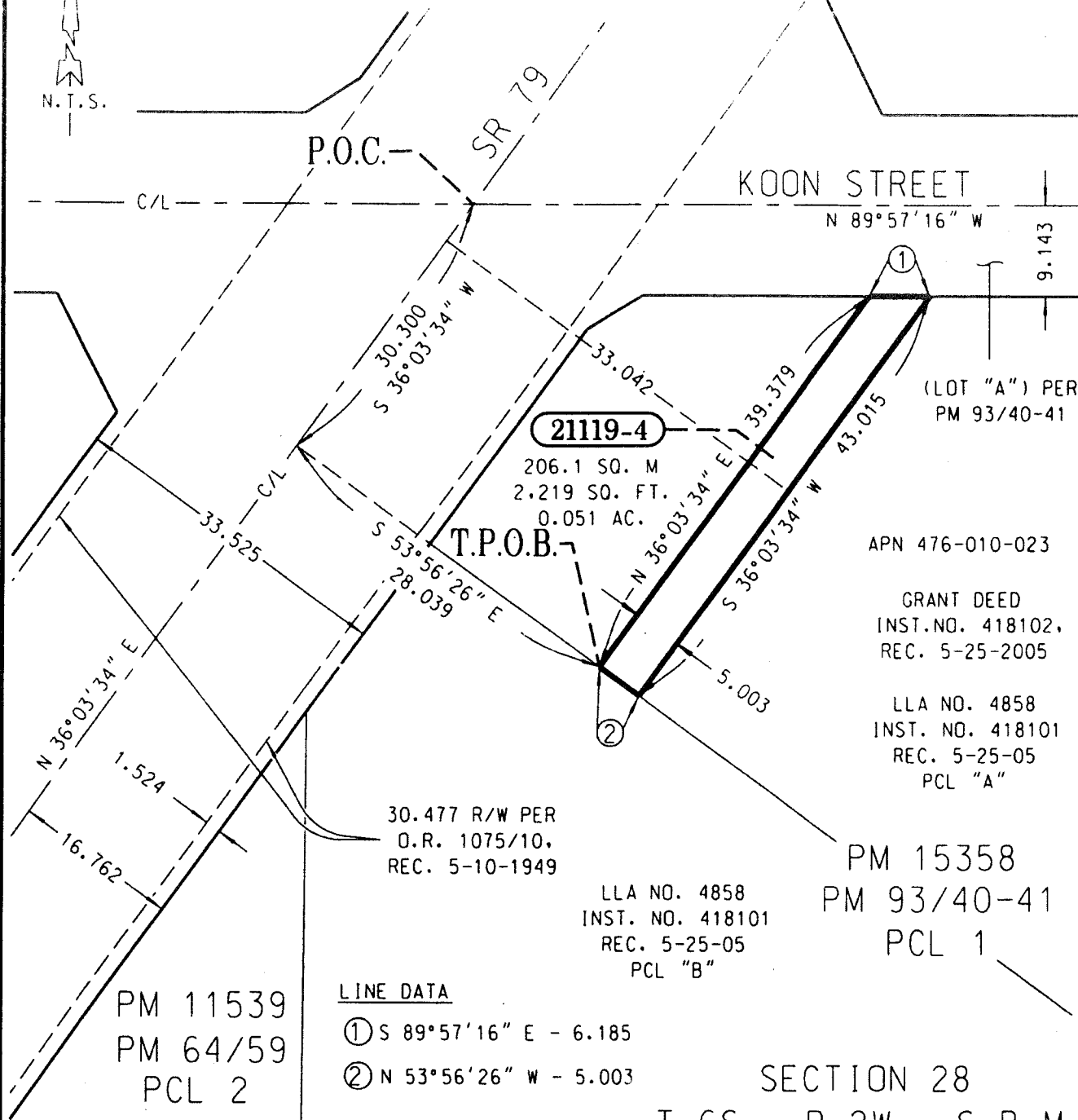
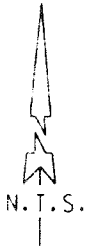
APPROVED BY: *Jonathan F. Ray*

DATE: 2/3/2011

For

EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT
08-RIV-79-KP 17.57-21119 (21119-4)



(LOT "A") PER
PM 93/40-41

APN 476-010-023

GRANT DEED
INST. NO. 418102,
REC. 5-25-2005

LLA NO. 4858
INST. NO. 418101
REC. 5-25-05
PCL "A"

PM 15358
PM 93/40-41
PCL 1

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

LLA NO. 4858
INST. NO. 418101
REC. 5-25-05
PCL "B"

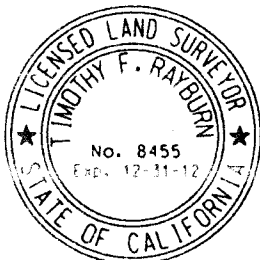
LINE DATA

- ① S 89°57'16" E - 6.185
- ② N 53°56'26" W - 5.003

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.

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: *Jonathan F. Ray* DATE: 2/3/2011

PAR. NO.: 21119-4

PREPARED BY: NJC/TFR

SCALE: N.T.S.

DATE: FEBRUARY, 2011

W.O. NO.: B4-0527

SHEET 1 OF 1

Ray