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

**FROM:** Economic Development Agency / Facilities Management and  
Transportation Department

**SUBMITTAL DATE:**  
August 28, 2013

**SUBJECT:** Settlement Agreement for the Clay Street Grade Separation Project

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

1. Approve the attached Settlement Agreement between the County of Riverside (County) and Athens Restaurants, Inc. dba Goldstar Hamburgers (Goldstar Hamburgers) for its business goodwill, located on a portion of Assessor's Parcel Number 163-400-025;
2. Authorize the Chairman of the Board to execute this document on behalf of the County;

(Continued)

  
\_\_\_\_\_

Juan C. Perez, Director  
Transportation and Land Management  
**Patricia Romo**  
Assistant Director of Transportation

  
\_\_\_\_\_

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

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 408,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/14

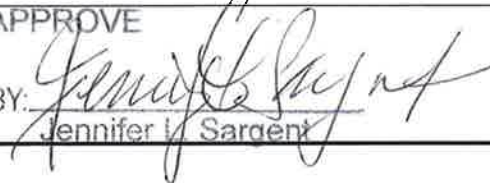
**COMPANION ITEM ON BOARD AGENDA:** No

**SOURCE OF FUNDS:** Congestion Mitigation and Air Quality (CMAQ) – 87%  
and Transportation Development Act (TDA) – 13%

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

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

**County Executive Office Signature**

BY:   
Jennifer J. Sargent

FORM APPROVED COUNTY COUNSEL  
BY:   
PATRICIA MUNROE  
DATE: 8/6/13

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY:   
Lisette Rose

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

Prev. Agn. Ref.: 3-33 of 2/26/13; 3-23 of 3/12/13; 3-23 of 7/16/2013

District: 2/2

Agenda Number: 3-35

**RECOMMENDED MOTION:** (Continued)

3. Authorize and allocate the sum of \$378,000 for business goodwill for the Goldstar Hamburgers and \$30,000 to pay all related transaction costs; and
4. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute any other documents and administer all actions necessary to complete this transaction.

**BACKGROUND:**

The Riverside County Transportation Department (RCTD) proposes to construct a grade separation at the Union Pacific Railroad (UPRR) and Clay Street at-grade crossing in the City of Jurupa Valley. Clay Street is designated as a major arterial highway and serves as a connection between Limonite Avenue and Van Buren Boulevard. The existing grade on Clay Street would be lowered to obtain vertical clearance between Clay Street and the existing railroad tracks (Project).

Connection of the proposed grade separation would require a temporary shoe-fly track adjacent to and north of the existing UPRR mainline. A shoe-fly is a temporary by-pass necessary to maintain rail circulation through the project area during construction of the new structure. Upon completion of the structure, the shoe-fly would be removed, and property reverted back to the property owner.

The Project is needed in order to improve traffic flow and increase public safety by eliminating the conflicting train/vehicle movement. This will serve to end traffic delays for motorists and emergency vehicles traveling north or south on Clay Street caused by the at-grade crossing, as well as improve the efficient movement of goods through Riverside County.

The Notice of Exemption was filed and posted on February 9, 2011. RCTD staff conducted a review of the Project and it is exempt for the provisions of the California Environmental Quality Act (CEQA) based on Section 15282(h).

The National Environmental Policy Act (NEPA) environmental determination (Categorical Exclusion Section 6004; 23 CFR 771.117(d)(3) was approved on January 31, 2011, by District 8 Division of Environmental Planning for the California Department of Transportation.

On July 16, 2013, the Board approved Item 3-23 between the County and Nikolau for the acquisition of a portion of land needed for the Project. Nikolau is the fee simple owner of the underlying land and commercial building. The commercial building is leased to Goldstar Hamburgers, who operates a sit-down/drive-through restaurant that has access from Clay Street and Linares Avenue. The construction of the Project would impact the improvements. However, at no time will the Project cause Goldstar Hamburgers to close and the tenant will not be displaced. Therefore, no relocation was needed.

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the business goodwill with the commercial business, Athens Restaurant, Inc. dba Goldstar Hamburgers (tenant), located on a portion of Assessor's Parcel Number 163-400-025 for the price of \$378,000. There are costs of \$30,000 associated with this transaction.

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 business goodwill of Goldstar Hamburgers located on a portion of Assessor's Parcel Number 163-400-025:

Business Goodwill	\$378,000
Estimated Title and Escrow	0
Preliminary Title Report	0
EDA/FM Real Property Staff Time	30,000
Total Estimated Costs	\$408,000

All costs related to this transaction are fully funded in the Transportation Department's budget for FY 2013/14 and will be paid directly by the Transportation Department. Thus, no additional net county costs will be incurred as a result of this transaction.

**Attachments:**

(4) Settlement Agreements

1 PROJECT: CLAY STREET GRADE SEPARATION  
2 PROJECT  
3 PARCEL: 0753-007C and 0753-007D  
4 APN: 163-400-025 (PORTION)  
5

6 **SETTLEMENT AGREEMENT**

7 This Settlement Agreement, ("Agreement"), is made by and between the  
8 COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"),  
9 and ATHENS RESTAURANTS INC. dba GOLDSTAR HAMBURGERS, ("Goldstar  
10 Hamburgers" or "Tenants"). County and Goldstar Hamburgers are sometimes  
11 collectively referred to as "Parties."

12 **RECITALS**

13 WHEREAS, County is currently working on a grade separation project located at  
14 the at-grade crossing of Clay Street and Union Pacific Railroad tracks by lowering the  
15 road to obtain vertical clearance between Clay Street and the existing railroad tracks;

16 WHEREAS, the full plan, description, scope, term and contingencies are set  
17 forth in Schedule "A," attached hereto and made a part hereof ("Project");

18 WHEREAS, the term of the Project from commencement to completion will be  
19 eighteen (18) months;

20 WHEREAS, Goldstar Hamburgers is a business who occupies property owned  
21 by PAUL NIKOLAU and JOYCE NIKOLAU, as Trustees of the Nikolau Living Trust,  
22 dated September 13, 2005 ("Owners"), with the right to use and occupy property  
23 located at 6400 Clay St. located in the City of Jurupa Valley, County of Riverside, State  
24 of California, as referenced on and identified as Attachment "1," attached hereto and  
25 made a part hereof ("Larger Parcel"); and is also known as Assessor's Parcel Number:  
26 163-400-025;

27 WHEREAS, the County's construction of the Project would impact the  
28 improvements located on the portion of the Property located at 6400 Clay Street from

A.K. PK

1 Owners; as described in Schedule "A" and Attachment "2," attached hereto and made  
2 a part hereof ("Property"). At no time will the Project cause access to Goldstar  
3 Hamburgers to be inaccessible or closed. There are two driveway entry points on the  
4 Property; at no time will the Project cause both driveways to be closed simultaneously.  
5 At least one driveway entry point on the Larger Parcel will remain open and fully  
6 accessible throughout the term of the Project;

7 WHEREAS, Tenant leases and operates a business at 6400 Clay Street  
8 improved on the portion of the Larger Parcel;

9 WHEREAS, County is compensating Goldstar Hamburgers for its business  
10 goodwill;

11 WHEREAS, the Effective Date is the date on which this Agreement is approved  
12 and fully executed by County and Tenant as listed on the signature page of this  
13 Agreement;

14 NOW, THEREFORE, in consideration of the payment and other obligations set  
15 forth below, Parties mutually agree as follows:

16  
17 **ARTICLE 1. AGREEMENT**

18 1. Recitals. The Parties represent and warrant that the above recitals are  
19 true and correct and by this reference are incorporated herein.

20 2. Consideration. Goldstar Hamburgers agrees to accept County's payment  
21 for its business goodwill, under the terms and conditions set forth in this Agreement.  
22 The full consideration consists of Three Hundred Seventy-Eight Thousand Dollars  
23 (\$378,000). Nothing herein shall be construed as a sale of Goldstar Hamburgers or any  
24 of its assets.

25 ///  
26 ///  
27 ///  
28 ///

*Handwritten signature: J. K. PK*



1           3.     County Responsibilities.

2           A.     Within forty-five (45) days of the mutual execution of this  
3 Agreement, County will open escrow ("Escrow") with Lawyers Title Company ("Escrow  
4 Holder"). Promptly on the Escrow Holder's request, the Parties shall execute such  
5 additional Escrow instructions as are reasonably required to consummate the  
6 transaction contemplated by this Agreement and are not inconsistent with this  
7 Agreement. In the event of any conflict between the terms of this Agreement and any  
8 additional Escrow instructions, the terms of this Agreement shall control. The Escrow  
9 Holder will hold all funds deposited by the County in an escrow account ("Escrow  
10 Account") that is interest bearing and at a bank approved by County with interest  
11 accruing for the benefit of County. The Escrow Account shall remain open until the  
12 entire Payment has been paid and settled; any remaining funds shall be refunded to  
13 the County.

14           B.     Within thirty (30) days of the opening of Escrow, the County shall  
15 deposit into Escrow the payment amount of Three Hundred Seventy-Eight Thousand  
16 Dollars (\$378,000) (the "Deposit").

17           C.     On or before the date that Escrow is to close ("Close of Escrow"),  
18 County will deposit all other such documents consistent with this Agreement as are  
19 reasonably required by Escrow Holder or otherwise to close Escrow.

20           D.     County will authorize the Escrow Holder to close Escrow and  
21 release the Payment and Deposit on January 6, 2014, in accordance with the  
22 provisions herein, to Goldstar Hamburgers.

23           E.     County has the legal power, right and authority to enter into this  
24 Agreement and the instruments referenced herein, to perform its obligations under and  
25 to consummate the transaction contemplated by this Agreement.

26           F.     County shall provide a ninety (90) day written notice to the Grantor  
27 prior to using the rights herein granted. The rights herein granted may be exercised for  
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1 twenty-four (24) months from the effective date of the ninety (90) day written notice, or  
2 until completion of said Project, whichever occurs later.

3 G. County will pay all costs associated with moving, storing and re-  
4 establishing current Goldstar signage as needed as a result of the Project.

5 H. In the event the Project causes any damage or alteration to the  
6 Property that is not addressed in Schedule "A," County will pay all costs associated  
7 with repairing and/or replacing the damage to the Property.

8 I. County warrants that it will have a Project representative available  
9 to address any questions or issues Goldstar may have during the course of the Project.

10 4. Tenants Responsibilities.

11 A. Effective upon the execution of this Agreement, the hereinafter  
12 described release of claims provision shall automatically go into force and effect without  
13 the need for any further action by the Parties. Except as provided for in this Settlement  
14 Agreement and for any bodily injury claims or third party property damage claims  
15 (including but not limited to injury, damage or death of any person) that directly or  
16 indirectly relate to or arise from the construction of the Project, Goldstar Hamburgers  
17 forever releases and discharges the County and all of its departments, officers,  
18 directors, officials, employees, agents, successors, assigns, and its independent  
19 contractors from any and all claims that directly or indirectly relate to or arise from one  
20 or more of the following: 1) the Project; 2) the construction of the Project; 3) the  
21 Property; and 4) the County's acquisition and use of the Property.

22 B. Tenant hereby agrees and affirms that all consideration tendered or  
23 granted by County under this Agreement is accepted as full consideration, and except  
24 as provided for in this Settlement Agreement, Tenants shall not seek additional  
25 compensation for any kind that directly or indirectly relates to or arises from the 1) the  
26 Project; 2) the construction of the Project; 3) the Property; and 4) the County's  
27 acquisition and use of the Property.

28 ///

1 C. Goldstar Hamburgers represents and warrants that aside from  
2 owners of Property, no other person or entity currently holds an interest in the business  
3 located on the Larger Parcel or in the lease of the Larger Parcel. Goldstar Hamburgers  
4 further represents and warrants that it has not and will not assign, transfer or sublet to  
5 any third party or entity any of the rights, claims, causes of action or items to be  
6 released, which it is obligated to release as part of this Agreement.

7 **ARTICLE II. MISCELLANEOUS**

8 1. It is mutually understood and agreed by and between the Parties hereto  
9 that the right of possession and use of the Property by County, pursuant to the Project  
10 including the right to remove and dispose of improvements, shall commence upon the  
11 execution of this Agreement by all parties and as set forth in Schedule "A." The  
12 Payment includes, but is not limited to, full payment for such possession and use.

13 2. This Agreement embodies all of the considerations agreed upon between  
14 the County and Goldstar Hamburgers. This Agreement was obtained without coercion,  
15 promises other than those provided herein, or threats of any kind whatsoever by or to  
16 either party.

17 3. The performance of this Agreement constitutes the entire consideration  
18 for the Project and except as provided for in this Agreement shall relieve the County of  
19 all further obligations or claims pertaining to the Project.

20 4. This Agreement is made solely for the benefit of the Parties to this  
21 Agreement and their respective successors and assigns, and no other person or entity  
22 may have or acquired any right by virtue of this Agreement.

23 5. This Agreement shall not be changed, modified, or amended except upon  
24 the written consent of the Parties hereto.

25 6. This Agreement is the result of negotiations between the Parties and is  
26 intended by the Parties to be a final expression of their understanding with respect to  
27 the matters herein contained. This Agreement supersedes any and all other prior  
28 agreements and understandings, oral or written, in connection therewith. No provision



1 contained herein shall be construed against the County solely because it prepared this  
2 Agreement in its executed form.

3 7. Any action at law or in equity brought by either of the Parties for the  
4 purpose of enforcing a right or rights provided for by this Agreement shall be tried in a  
5 court of competent jurisdiction in the County of Riverside, State of California, and the  
6 Parties hereby waive all provisions of law providing for a change of venue in such  
7 proceedings to any other county.

8 8. If there is a dispute between the parties relating to this Agreement, the  
9 party prevailing will be entitled to recover all costs and expenses of any subsequent  
10 proceedings (including trial, appellate, and arbitration proceedings), including attorney  
11 fees incurred therein.

12 9. County and Goldstar Hamburgers and their assigns and successors in  
13 interest shall be bound by all the terms and conditions contained in this Agreement,  
14 and all the Parties thereto shall be jointly and severally liable thereunder.

15 10. This Agreement may be signed in counterpart or duplicate copies, and  
16 any signed counterpart or duplicate copy shall be equivalent to a signed original for all  
17 purposes.

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20 (THIS PAGE INTENTIONALLY LEFT BLANK)  
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*A.K. PK*

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In Witness Whereof, the Parties have executed this Agreement the day and year last below written.

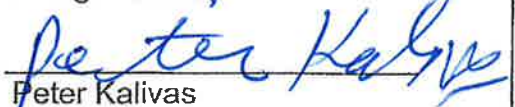
Dated: \_\_\_\_\_

COUNTY OF RIVERSIDE, a political subdivision of the State of California

ATHENS RESTAURANTS INC.  
dba GOLDSTAR HAMBURGERS

By: \_\_\_\_\_  
John J. Benoit, Chairman  
Board of Supervisors

By:   
George Kalivas

By:   
Peter Kalivas

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
Pamela J. Walls  
County Counsel

By:   
Patricia Munroe  
Deputy County Counsel

ATTACHMENT "1"  
LARGER PARCEL

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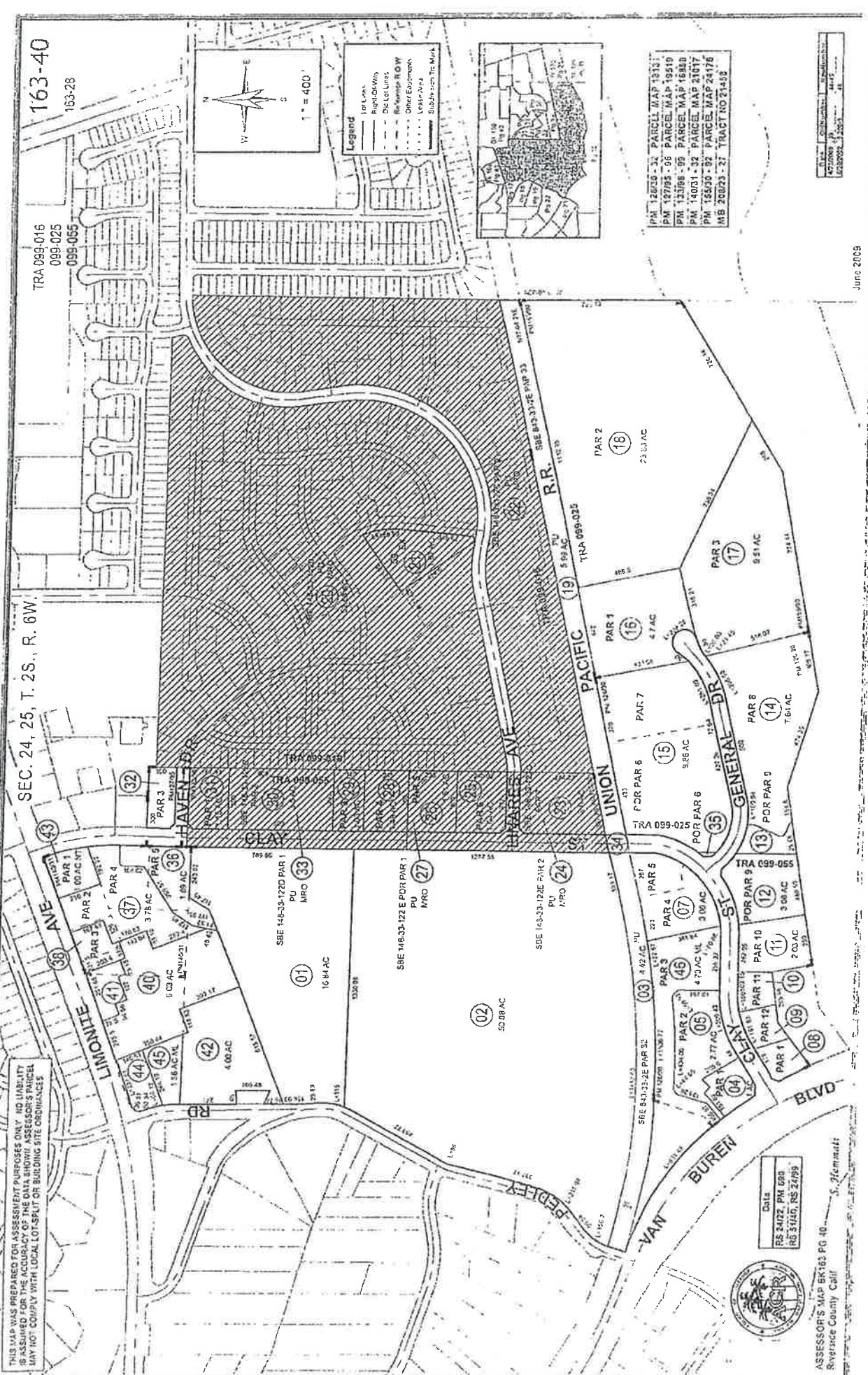
*OK PK*

SEC. 24, 25, T. 2S., R. 6W.

163-40  
183-28

TRA 099-016  
099-025  
099-055

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSURED FOR THE ACCURACY OF THE DATA. SHOWING ASSESSOR'S PARCEL MAY NOT COINCIDE WITH LOCAL LOT/SPLIT OR BUILDING SITE CIRCUMSTANCES.



Legend  
Right-of-Way  
Deed Lines  
Reference ROW  
Other Easements  
Leaky Area  
Shaded Area To Mark

Date  
RS 2/17/22 PM 090  
RS 5/11/20, RS 2/1/99

ASSESSOR'S MAP BK163 PG 40  
Riverstone County Calif  
S. J. Schmidt

June 2009

2.16 PK



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ATTACHMENT "2"  
LEGAL DESCRIPTION AND PLAT MAP  
(PROPERTY)

*W.K. PK*



**EXHIBIT "A"**  
**CLAY STREET (GRADE SEPARATION)**  
**LEGAL DESCRIPTION**  
**0753-007C**

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, LYING WITHIN A PORTION OF PARCEL 6 OF PARCEL MAP 16858 ON FILE IN BOOK 133, PAGES 98 AND 99 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID PARCEL MAP LYING WITHIN SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST OF THE SECTIONALIZED SURVEY OF THE JURUPA RANCHO ON FILE IN BOOK 9, PAGE 26 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE CENTERLINE OF CLAY STREET (44.00 FOOT EASTERLY HALF-WIDTH) AND THE CENTERLINE OF LINARES AVENUE (33.00 FOOT NORTHERLY HALF-WIDTH) AS SHOWN ON SAID PARCEL MAP;

THENCE N 00°36'10" E ALONG SAID CENTERLINE OF CLAY STREET, A DISTANCE OF 55.80 FEET;

THENCE S 89°23'50" E, A DISTANCE OF 54.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 54.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF CLAY STREET, BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 00°36'10" E ALONG SAID PARALLEL LINE, A DISTANCE OF 198.00 FEET;

THENCE N 89°23'50" W, A DISTANCE OF 10.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID CLAY STREET;

THENCE N 00°36'10" E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 14.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 6;

THENCE S 89°23'50" E ALONG SAID NORTHERLY LINE, A DISTANCE OF 15.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 59.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTER LINE OF CLAY STREET;

THENCE S 00°36'10" W ALONG SAID PARALLEL LINE A DISTANCE OF 210.72 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 15.00 FEET NORTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE RIGHT-OF-WAY CORNER CUTBACK LINE FOR LOT "C" (LINARES AVENUE) AS SHOWN ON SAID PARCEL MAP;

THENCE S 43°10'42" E ALONG SAID PARALLEL LINE, A DISTANCE OF 20.51 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 47.50 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF LINARES AVENUE;

THENCE S 89°23'50" E ALONG SAID PARALLEL LINE A DISTANCE OF 191.77 FEET TO A POINT ON A LINE PARALLEL LINE WITH AND DISTANT 79.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EASTERLY LINE OF SAID PARCEL 6;

THENCE N 00°36'10" E ALONG SAID PARALLEL LINE, A DISTANCE OF 24.50 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 72.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF LINARES AVENUE;

THENCE S 89°23'50" E ALONG SAID PARALLEL LINE, A DISTANCE OF 79.00 FEET TO A POINT ON SAID EASTERLY LINE OF PARCEL 6;

*D. V. PK*

EXHIBIT "A"  
CLAY STREET (GRADE SEPARATION)  
LEGAL DESCRIPTION (CONTINUED)  
0753-007C

THENCE S 00°36'10" W ALONG SAID EASTERLY LINE, A DISTANCE OF 39.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID LINARES AVENUE;

THENCE N 89°23'50" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 77.50 FEET;

THENCE N 00°36'10" E, A DISTANCE OF 9.50 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 42.50 FEET NORTHERLY OF AS MEASURED AT RIGHT ANGLES TO SAID LINARES AVENUE;

THENCE N 89°23'50" W ALONG SAID PARALLEL LINE A DISTANCE OF 194.71 FEET TO A POINT ON A LINE PARALLEL AND DISTANT 9.50 FEET NORTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES, TO SAID RIGHT-OF-WAY CORNER CUT BACK LINE;

THENCE N 43°10'42" W ALONG SAID PARALLEL LINE, A DISTANCE OF 25.65 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 5,328 SQUARE FEET, OR 0.122 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 1.000015560 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 946-R, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: \_\_\_\_\_

*Timothy F. Rayburn*

DATE: \_\_\_\_\_

*4/16/2013*



*DK PK*

EXHIBIT "B"  
"TCE"

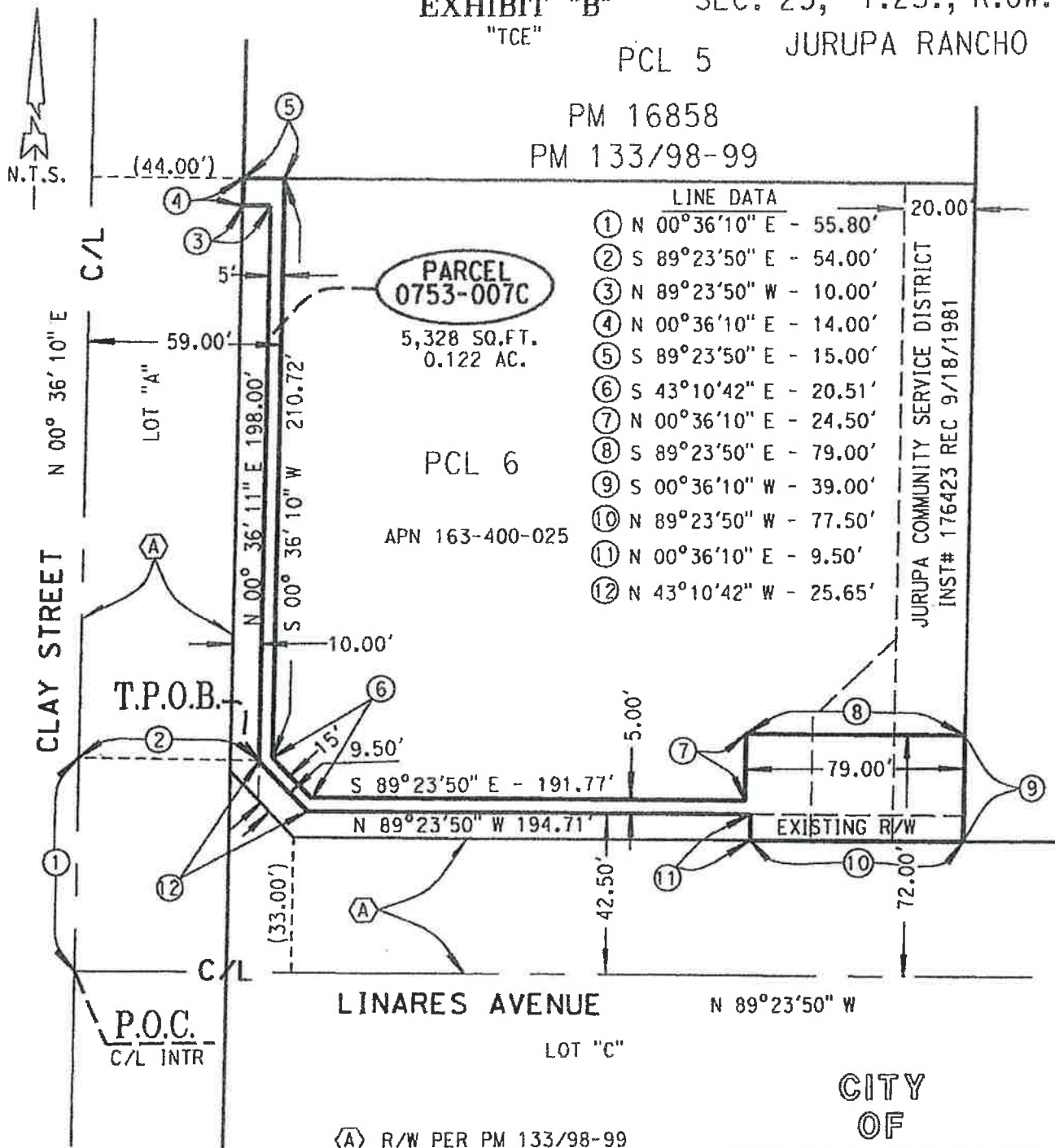
SEC. 25, T.2S., R.6W.

PCL 5

JURUPA RANCHO

PM 16858

PM 133/98-99



LINE DATA	
①	N 00° 36' 10" E - 55.80'
②	S 89° 23' 50" E - 54.00'
③	N 89° 23' 50" W - 10.00'
④	N 00° 36' 10" E - 14.00'
⑤	S 89° 23' 50" E - 15.00'
⑥	S 43° 10' 42" E - 20.51'
⑦	N 00° 36' 10" E - 24.50'
⑧	S 89° 23' 50" E - 79.00'
⑨	S 00° 36' 10" W - 39.00'
⑩	N 89° 23' 50" W - 77.50'
⑪	N 00° 36' 10" E - 9.50'
⑫	N 43° 10' 42" W - 25.65'

(A) R/W PER PM 133/98-99

( ) INDICATES DATA PER PM 133/98-99

JURUPA VALLEY

ALL DISTANCES SHOWN ARE GRID DISTANCES.  
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE  
GRID DIST. BY A COMBINATION FACTOR OF 1.00001556024.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: CLAY STREET (GRADE SEPARATION)

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: 4/16/2013

PAR. NO.:	0753-007C
PREPARED BY:	JCM
SCALE:	N.T.S.
DATE:	APRIL, 2013
W.O. NO.:	B7-0753
SHEET 1 OF 1	



*W.K. PK*

EXHIBIT "A"  
CLAY STREET (GRADE SEPARATION)  
LEGAL DESCRIPTION  
0753-007D

AN AERIAL EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES LYING WITHIN A PORTION OF PARCEL 6 OF PARCEL MAP 16858 ON FILE IN BOOK 133, PAGES 98 AND 99 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID PARCEL MAP LYING WITHIN SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST OF THE SECTIONALIZED SURVEY OF THE JURUPA RANCHO ON FILE IN BOOK 9, PAGE 26 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE CENTERLINE OF CLAY STREET (88.00 FEET WIDE) AND THE CENTERLINE OF LINARES AVENUE (66.00 FEET WIDE) AS SHOWN ON SAID PARCEL MAP,

THENCE N 00°36'10" E ALONG SAID CENTERLINE OF CLAY STREET, A DISTANCE OF 42.94 FEET;

THENCE S 89°23'50" E, A DISTANCE OF 59.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 59.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF CLAY STREET AND THE **TRUE POINT OF BEGINNING**;

THENCE N 00°36'10" E ALONG SAID PARALLEL LINE, A DISTANCE OF 230.08 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 6;

THENCE S 89°23'50" E ALONG SAID NORTHERLY LINE, A DISTANCE OF 30.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 89.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF CLAY STREET;

THENCE S 00°36'10" W ALONG SAID PARALLEL LINE, A DISTANCE OF 238.92 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 34.10 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF LINARES AVENUE;

THENCE N 89°23'50" W ALONG SAID PARALLEL LINE, A DISTANCE OF 21.53 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 1.10 FEET NORTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE RIGHT-OF-WAY CORNER CUTBACK LINE FOR LOT "C" (LINARES AVENUE) AS SHOWN ON SAID PARCEL MAP;

THENCE N 43°10'42" W ALONG SAID PARALLEL LINE, A DISTANCE OF 12.24 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 7,130 SQUARE FEET, OR 0.164 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 1.000015560 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 946-R, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

*Timothy F. Rayburn*  
4/16/2013



*W.K. PK*

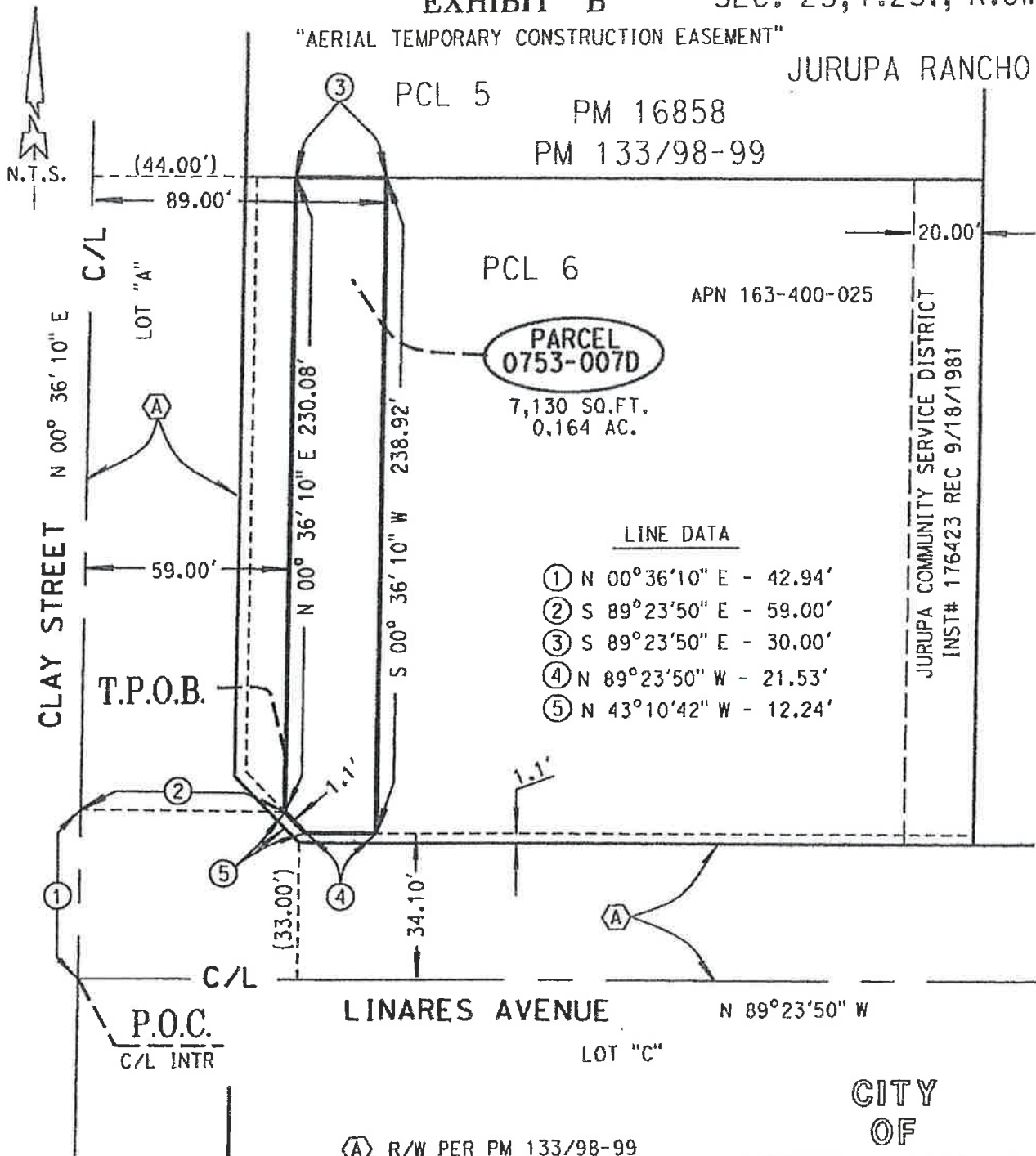


**EXHIBIT "B"**

SEC. 25, T.2S., R.6W.

"AERIAL TEMPORARY CONSTRUCTION EASEMENT"

JURUPA RANCHO



**PARCEL 0753-007D**

7,130 SQ.FT.  
0.164 AC.

LINE DATA

- ① N 00° 36' 10" E - 42.94'
- ② S 89° 23' 50" E - 59.00'
- ③ S 89° 23' 50" E - 30.00'
- ④ N 89° 23' 50" W - 21.53'
- ⑤ N 43° 10' 42" W - 12.24'

JURUPA COMMUNITY SERVICE DISTRICT  
INST# 176423 REC 9/18/1981

CITY OF JURUPA VALLEY

(A) R/W PER PM 133/98-99

( ) INDICATES DATA PER PM 133/98-99



ALL DISTANCES SHOWN ARE GRID DISTANCES.  
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE  
GRID DIST. BY A COMBINATION FACTOR OF 1.00001556024.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: 0753-007D
PROJECT: CLAY STREET (GRADE SEPARATION)	PREPARED BY: JCM
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: APRIL, 2013
DATE: 4/14/2013	W.O. NO.: B7-0753
	SHEET 1 OF 1

*Q. & PK*



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SCHEDULE "A"

The Clay Street construction duration is expected to last 18 months. County shall provide a ninety (90) day written notice to the Grantor prior to using the rights herein granted. The order of the construction staging and the duration of each stage are subject to revision by the contractor and are subject to changes due to varying factors experienced throughout the project. There may also be temporary closures, lane restrictions or other delays by utility companies as a result of relocation work that will precede the grade separation project and is in addition to the 18 month construction duration.

**Stage 1.1 - 1.3**

Work being performed:

- Railroad bridge new mainline track and shoofly track construction.
- Gas line relocation
- Sewer line relocation
- Sewer pump station relocation
- Electric power line relocation
- Storm drain installation within closure area
- Construct temporary detour road and parking at General Dr

Effects on community:

- Clay St closed from just north of General Dr to just south of Linares Ave.
- Clay St open to traffic north and south of closure area including General Dr and Linares Ave

Duration: 10 months

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Schedule A (continued)

**Stage 2.1**

Work being performed:

Install storm drain from Van Buren Blvd to closure at Linares

Construct retaining walls and portions of the roadway along Clay St, General Dr and

Linares Ave.

(south side)

Stripe any completed portions of roadway

Effects on community: Clay St remains closed

General Drive closed, temporary access to business and parking provided south of

General L Dr.

Shift traffic east bound on Linares Ave and south bound on Clay St to narrowed lanes

maintaining single lane traffic flow in both directions

Access maintained to Gold Star Burger

Duration: 4 months

**Stage 2.2**

Work being performed:

Construct retaining walls on north of Linares Ave and on east of Clay St north of

Linares.

Construct Driveway on Clay St for Gold Star Burger during night closures

Construct portions of Clay St and Linares Ave

Open Clay St between General Dr and Linares Ave

Effects on Community: Close east half of Clay St north of Linares Ave and north half of

Linares Ave maintaining access to Gold Star Burger (one lane in each direction)

Duration: 2.5 months

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*2. PK*

Schedule A (continued)

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**Stage 2.3**

Work being performed:

Construct retaining walls and at driveway at Gold Star entrance off of Linares Ave

Construct remaining portions of Clay St and Linares Ave

Effects on Community: Traffic shifted to west side of Clay St north of Linares Ave and close Linares Ave (one lane in each direction), maintaining access to Goldstar

Hamburgers.

Duration:1 month

**Stage 2.4**

Work Being Performed:

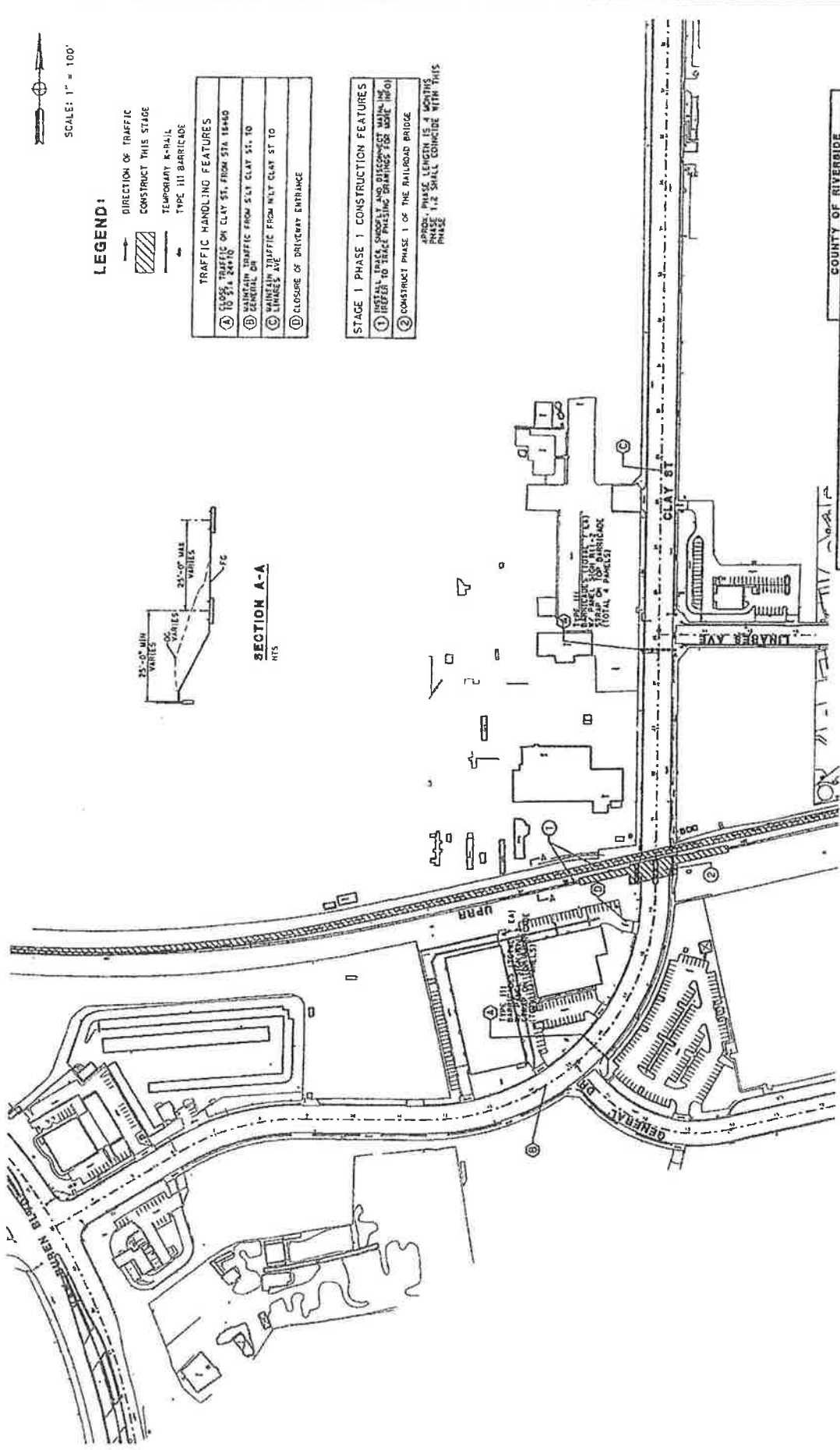
Final paving of Clay St, General Dr and Linares Ave during night closures

Striping of roadways

Effects on Community: Night closures of Clay St, General Dr and Linares Ave, ), maintaining access to Goldstar Hamburgers

Duration: 0.5 months

*A. K. PK*



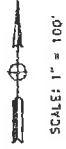
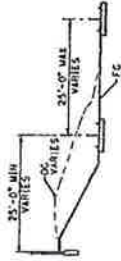
**LEGEND:**

- DIRECTION OF TRAFFIC
- ▨ CONSTRUCT THIS STAGE
- TEMPORARY R-RAIL
- TYPE III BARRIERS

TRAFFIC HANDLING FEATURES	
④	CLOSE TRAFFIC ON CLAY ST. FROM STA 2840 TO STA. 2841+00
③	MAINTAIN TRAFFIC FROM SLY CLAY ST. TO GENERAL ST
②	MAINTAIN TRAFFIC FROM WLY CLAY ST TO LINBAR AVE
①	CLOSURE OF DRIVERWAY ENTRANCE

STAGE 1 PHASE 1 CONSTRUCTION FEATURES	
①	INSTALL, PLACE, REMOVE AND DISCONNECT MAINLINE REFER TO TRAFFIC PHASING DRAWINGS FOR MORE INFO
②	CONSTRUCT PHASE 1 OF THE RAILROAD BRIDGE

NOTE: PHASE LENGTH IS 4 MONTHS. PHASE 1 & 2 SHALL COINCIDE WITH THIS PHASE



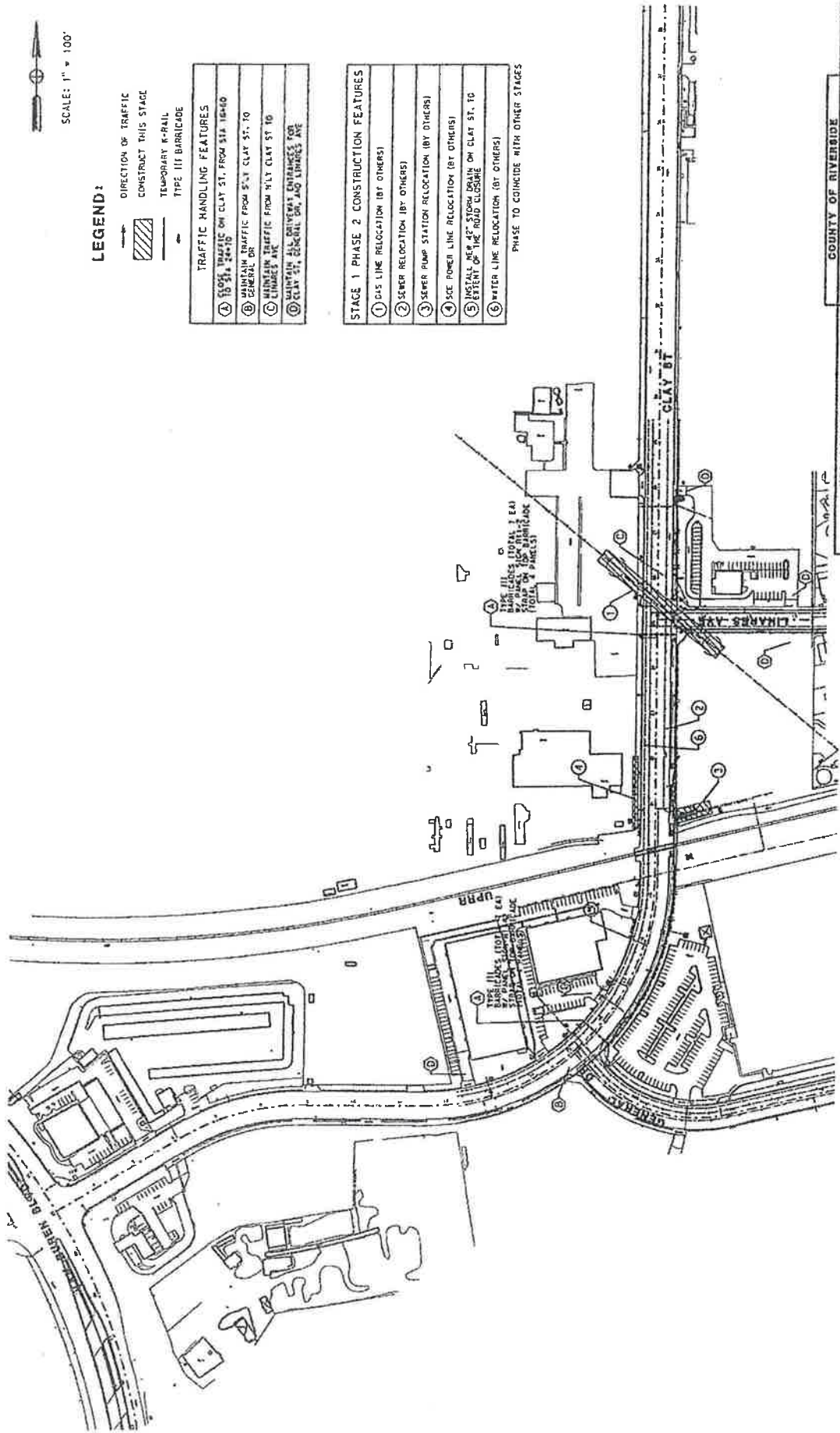
COUNTY OF RIVERBIDE  
 STAGE CONSTRUCTION (STAGE 1 PHASE 1)  
**CLAY STREET GRADE SEPARATION PROJECT**  
 SHEET NO. **SC-1.1**  
 OF 32 OF 151

URB CORPORATION  
 APPROVED BY: [Signature]  
 PROJECT NO. 2010 EAST 14th ST, 5th & 6th  
 URS  
 2010 EAST 14th ST, 5th & 6th

SCALE: 1" = 100'  
 NO. 07-0153  
 DRAWING FILE NO.

W.C. PK





SCALE: 1" = 100'

**LEGEND:**

- DIRECTION OF TRAFFIC
- ▨ CONSTRUCT THIS STAGE
- ▤ TEMPORARY R-RAIL
- ▬ TYPE III BARRICADE

**TRAFFIC HANDLING FEATURES**

- ① CLOSE TRAFFIC ON CLAY ST. FROM 512 16+00 TO 512 24+10
- ② MAINTAIN TRAFFIC FROM 512 CLAY ST. TO GENERAL DR
- ③ MAINTAIN TRAFFIC FROM 512 CLAY ST. TO LINNERS AVE
- ④ MAINTAIN ALL DRIVEWAY ENTRANCES FOR CLAY ST, GENERAL DR, AND LINNERS AVE

**STAGE 1 PHASE 2 CONSTRUCTION FEATURES**

- ① GAS LINE RELOCATION (BY OTHERS)
- ② SEWER RELOCATION (BY OTHERS)
- ③ SEWER PUMP STATION RELOCATION (BY OTHERS)
- ④ SVE POWER LINE RELOCATION (BY OTHERS)
- ⑤ INSTALL NEW 48" STORM DRAIN ON CLAY ST. TO EXTENT OF THE ROAD CLOSURE
- ⑥ WATER LINE RELOCATION (BY OTHERS)

PHASE TO COINCIDE WITH OTHER STAGES

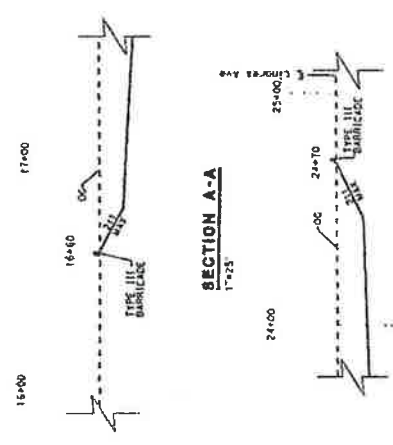
COUNTY OF RIVERSIDE  
 STAGE CONSTRUCTION (STAGE 1 PHASE 2)  
**CLAY STREET GRADE SEPARATION PROJECT**  
 SCALE: 1" = 100'  
 SHEET NO. SC-1.2  
 SHEET 33 OF 151

URE CORPORATION  
 APPROVED BY:  
  
 MICHAEL J. WILLIAMS  
 LICENSE NO. 51023  
 URS  
 2000 4551 1ST ST, STE 400  
 SANTA ANA, CA 92705

RELATIVE DIMENSIONS & SCALE  
 1" = 10' INCHES SCALE  
 0 20 40 60 80 100 120

*W.K. PK*





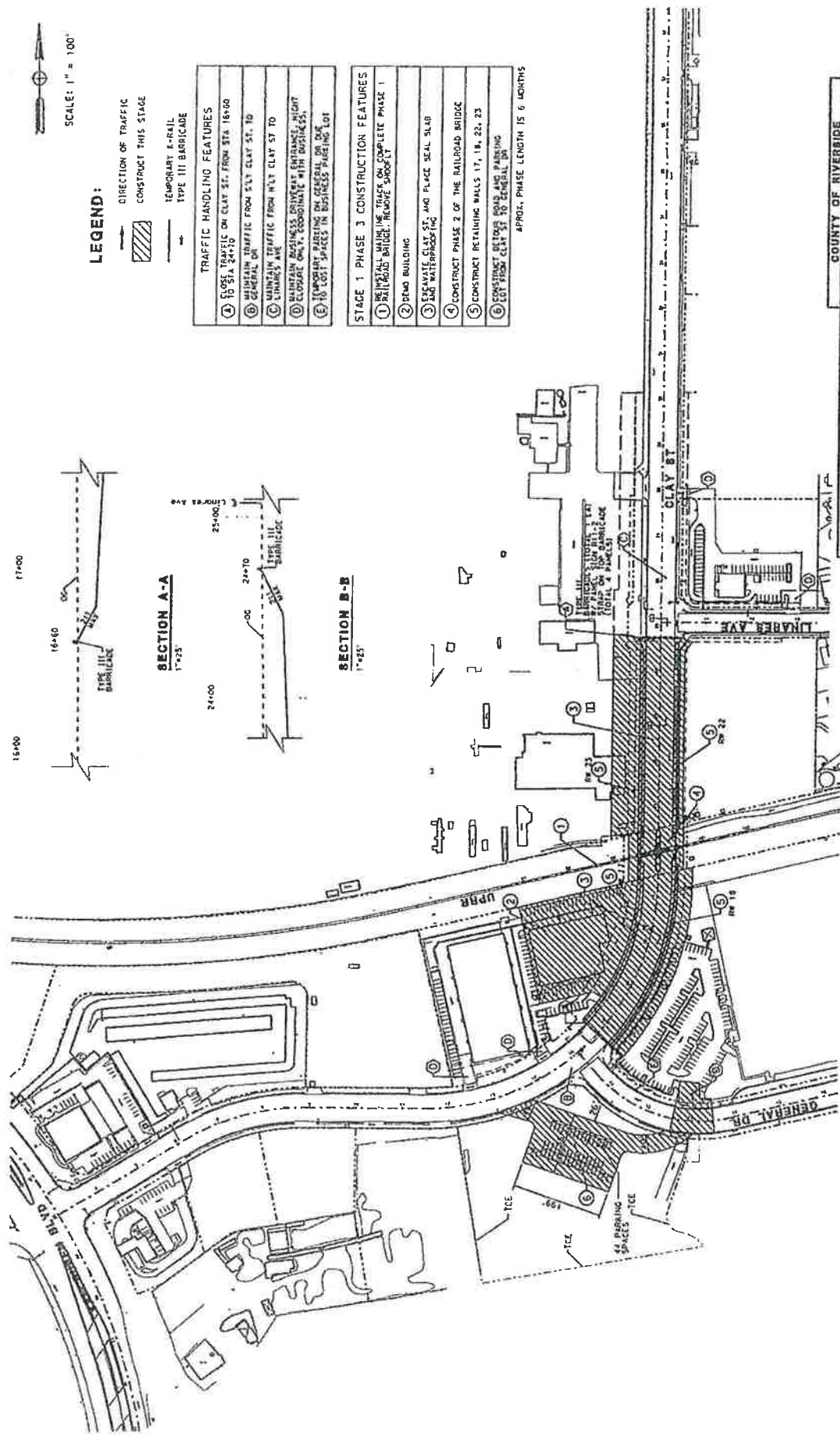
**LEGEND:**

- DIRECTION OF TRAFFIC
- ▨ CONSTRUCT THIS STAGE
- TEMPORARY K-RAIL
- TYPE III BARRICADE

TRAFFIC HANDLING FEATURES	
①	LOSE TRAFFIC ON CLAY ST. FROM STA 16+00 TO STA 24+25
②	MAINTAIN TRAFFIC FROM CLAY ST. TO GENERAL ON
③	MAINTAIN TRAFFIC FROM HLY CLAY ST TO LINNERS AVE
④	MAINTAIN BUSINESS DRIVEWAY ENTRANCE, RIGHT CLOSURE ONLY, COORDINATE WITH BUSINESS.
⑤	TEMPORARY PARKING ON GENERAL ON ONE TO LOSE SPACES IN BUSINESS PARKING LOT

STAGE 1 PHASE 3 CONSTRUCTION FEATURES	
①	REINSTALL MAINLINE TRACK ON COMPLETE PHASE 1 RAILROAD BRIDGE. REMOVE SHOULDR
②	DEMO BUILDING
③	ENCASE CLAY ST. AND PLACE SEAL SLAB AND WATERPROOFING
④	CONSTRUCT PHASE 2 OF THE RAILROAD BRIDGE
⑤	CONSTRUCT RETAINING WALLS 17, 18, 22, 23
⑥	CONSTRUCT RETAINING WALLS AND PARKING LOT FROM CLAY ST TO GENERAL ON

APPROX. PHASE LENGTH IS 6 MONTHS



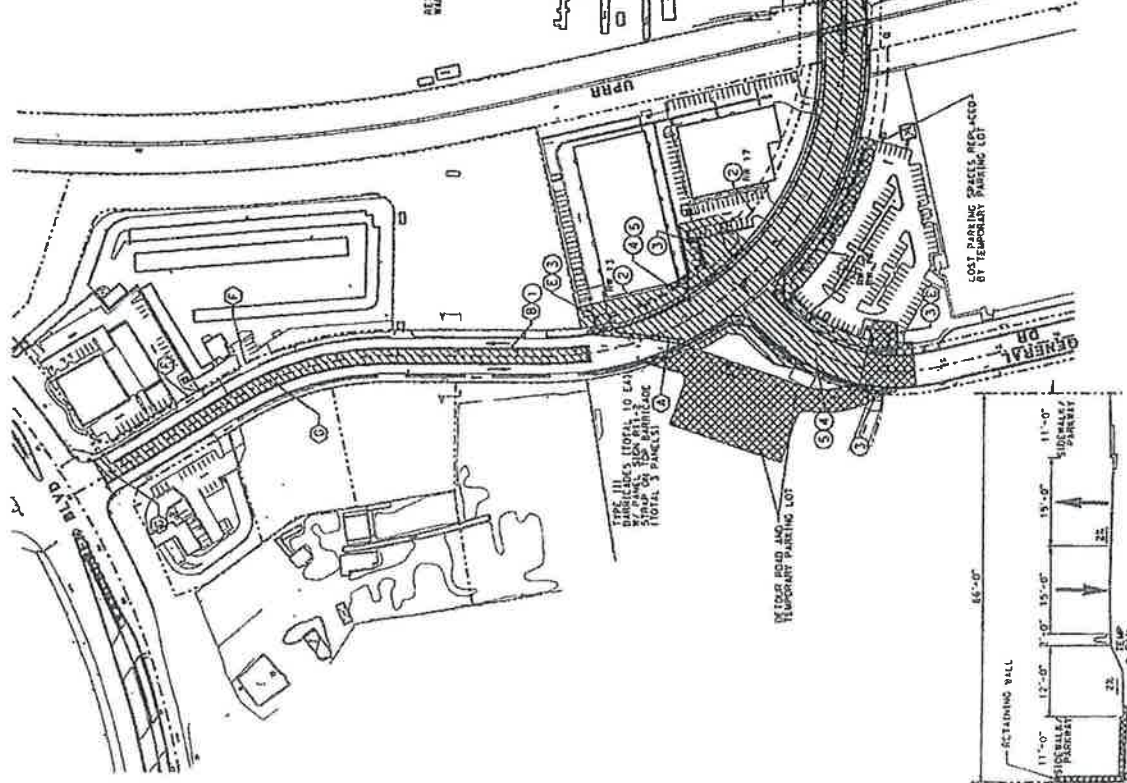
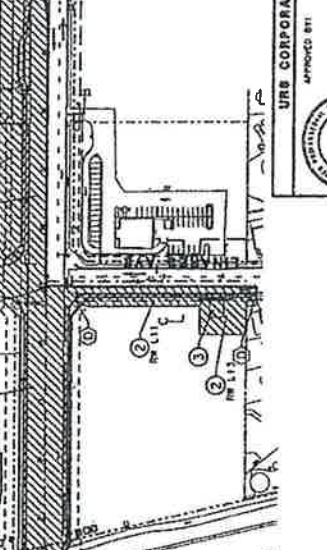
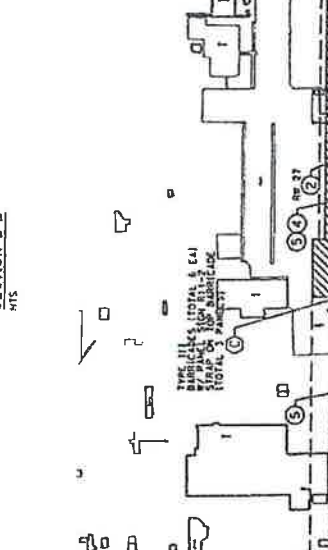
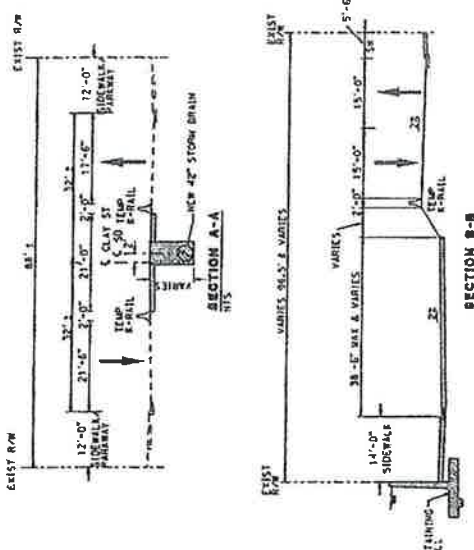
COUNTY OF RIVERSIDE  
 SHEET NO. SC-1.3  
 SCALE: 1" = 100'  
 SHEET 34 OF 151

URS CORPORATION  
 APPROVED BY: [Signature]  
 PREPARED BY: [Signature]  
 DATE: 5/30/2013  
 URS  
 2000 WEST 107th Street, Suite 200, Overland Park, KS 66205

RELATIVE BRIDGE SCALE  
 0 20 40 60 80 100  
 0 20 40 60 80 100  
 0 20 40 60 80 100  
 0 20 40 60 80 100

CONTRACT NO. 07-0753  
 PROJECT NO. 07-0753  
 DRAWING NO. SC-1.3  
 DATE: 5/30/2013 3:19:51 PM

*W.K. PK*



- LEGEND:**
- DIRECTION OF TRAFFIC
  - ▨ CONSTRUCT THIS STAGE
  - ▩ TYPE III BARRIQUADE
  - ▧ CONSTRUCTED IN PREVIOUS PHASE
  - ▤ TEMPORARY B-BARR

- TRAFFIC HANDLING FEATURES**
- 1 CLOSE CLAY ST TO STA 13+00 USING TRAFFIC TO DETOUR ROAD AND TEMPORARY PARKING LOT
  - 2 CLOSE CENTER MEDIAN OR CLAY ST TO VAN BUREN, MAINTAIN ONE TRAVEL LANE IN EACH DIRECTION
  - 3 CLOSE SR LANES OF CLAY ST FROM STA 24+00 TO STA 32+00
  - 4 CLOSE BELT LINES OF 1/4 MILES AVE FROM STA 13+00 TO STA 15+00, MAINTAIN 1 LANE E.W. ON 1/4 MILES
  - 5 MAINTAIN DRIVEWAY ENTRANCES, CONSTRUCT DRIVEWAY WITH HIGH CLOSURES.
  - 6 MAINTAIN DRIVEWAY ENTRANCES TO BUSINESS, LEAVE OPENING IN TRAFFIC BARRIQUADE.
  - 7 SET 150' CONCRETE SIGNAL, TRAFFIC SIGNALS DAMAGED BY 150' CONCRETE SIGNAL INSTALLATION.

- STAGE 2 PHASE 1 CONSTRUCTION FEATURES**
- 1 INSTALL NEW 42" STORM DRAIN FROM CONNECTION AT VAN BUREN TO CONNECTION FROM PHASE 1
  - 2 CONSTRUCT RETAINING WALLS 15, 012, 17, 18, 19, 21, 22, 27
  - 3 CONSTRUCT DRIVEWAY ENTRANCES
  - 4 CONSTRUCT GENERAL DR AND PORTIONS OF CLAY ST
  - 5 CONSTRUCT TYPE III BARRIQUADES TO BE USED FOR TEMPORARY PARKING SPACES FOR CONCRETE PAVED DRIVEWAY ENTRIES OR TYPICAL CONCRETE PAVED DRIVEWAY ENTRIES
- APPROX. PHASE LENGTH IS 4 MONTHS

COUNTY OF RIVERBIDE  
 STAGE CONSTRUCTION (STAGE 2 PHASE 1)  
**CLAY STREET  
 GRADE SEPARATION  
 PROJECT**  
 SCALE: 1" = 100'  
 SHEET NO. **SC-2.1**  
 SHEET 35 OF 151

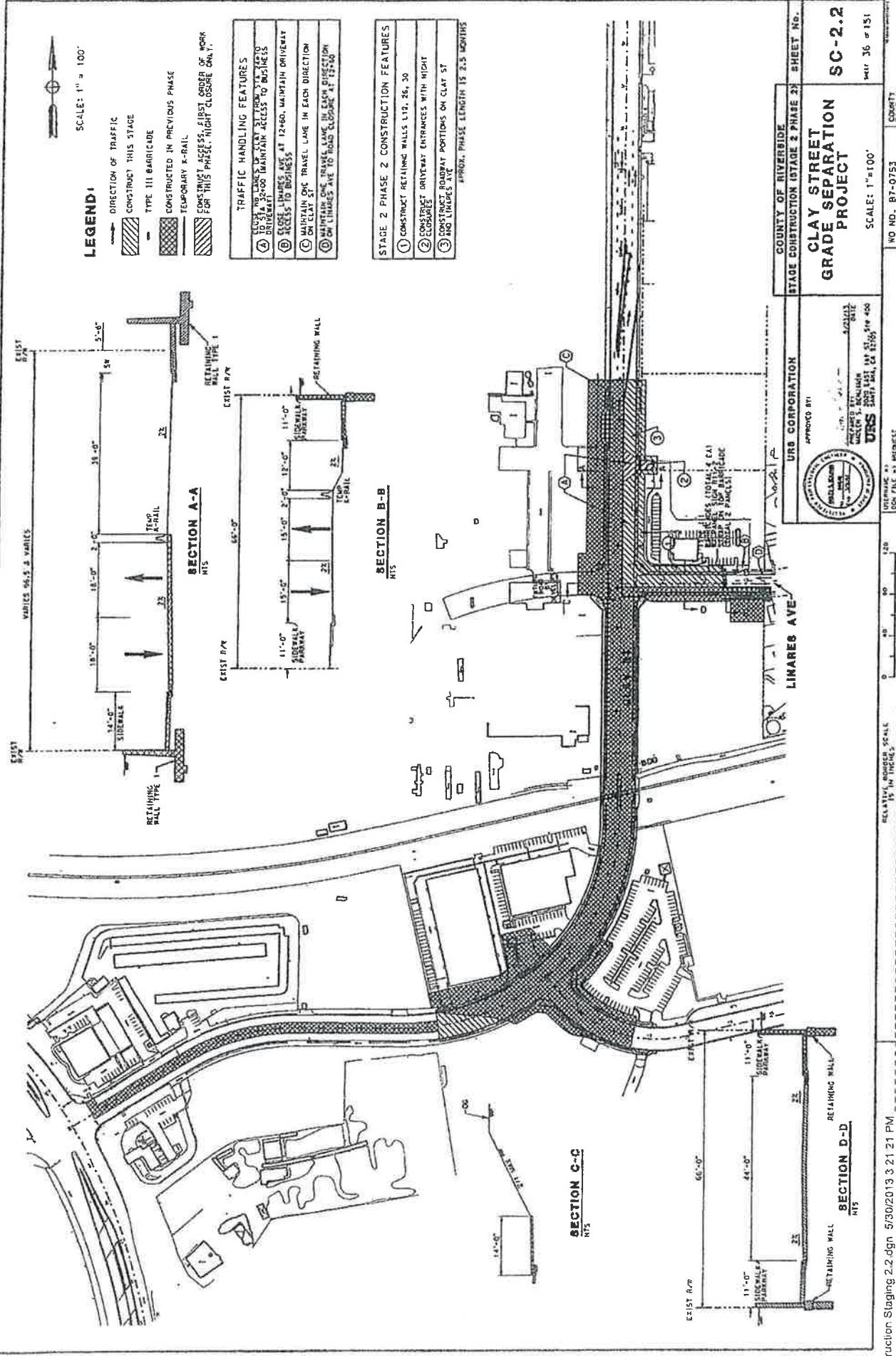
URS CORPORATION  
 APPROVED BY  
  
 WILLIAM J. WILLIAMS  
 LICENSE NO. 10000  
 STATE OF NORTH CAROLINA  
 URS  
 2000 EAST 44th ST, 4th FLOOR  
 DURHAM, NC 27706

RELATIVE HORIZONTAL SCALE  
 0 40 80 120  
 UPRR  
 GENERAL DR  
 CLAY ST  
 TEMPORARY PARKING LOT  
 TYPE III BARRIQUADES LEVEL TO EXIST FINISH OF SIDEWALK  
 TEMPORARY PARKING LOT  
 TYPE III BARRIQUADES LEVEL TO EXIST FINISH OF SIDEWALK

Construction Slogging 2.1.dgn 5/30/2013 3:20:34 PM

*W.R. PK*





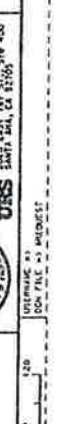
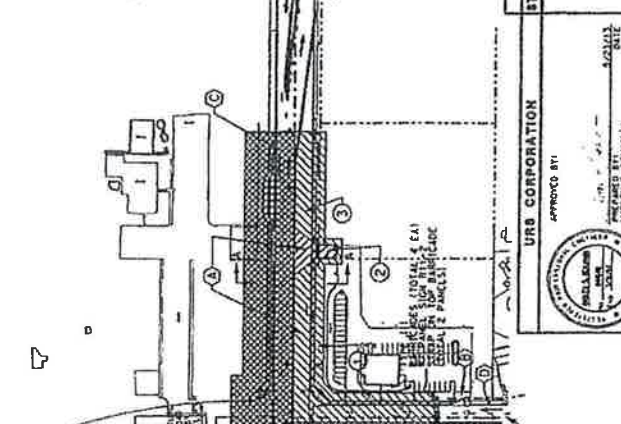
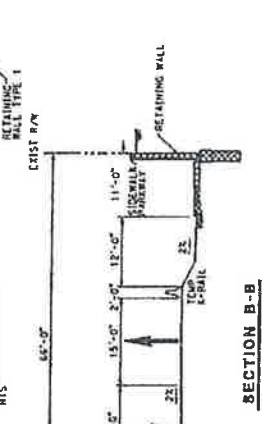
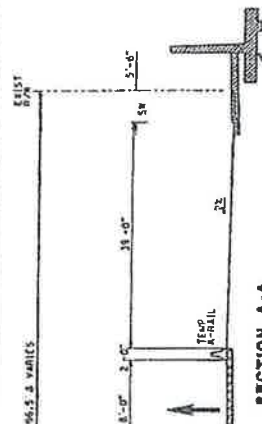
**LEGEND**

SCALE: 1" = 100'

- DIRECTION OF TRAFFIC
- CONSTRUCT THIS STAGE
- TYPE III BARRICADE
- CONSTRUCTED IN PREVIOUS PHASE
- TEMPORARY K-RAIL
- FORMING ACCESS, FIRST ORDER OF WORK FOR THIS PHASE, RIGHT CLOSURE ONLY

- TRAFFIC HANDLING FEATURES**
- (A) TO STAY OPEN 24 HOURS TO MAINTAIN ACCESS TO BUSINESS
  - (B) CLOSE LINARES AVE AT 12:00. MAINTAIN DRIVEWAY ACCESS TO BUSINESS
  - (C) MAINTAIN ONE TRAVEL LANE IN EACH DIRECTION ON CLAY ST. TRAVEL LANE IN LEFT DIRECTION ON LINARES AVE TO ROAD CLOSURE AT 12:00

- STAGE 2 PHASE 2 CONSTRUCTION FEATURES**
- (1) CONSTRUCT RETAINING WALLS L12, 26, 30
  - (2) CONSTRUCT DRIVEWAY ENTRANCES WITH NIGHT CLOSURES
  - (3) CONSTRUCT ROADWAY PORTIONS ON CLAY ST AND LINARES AVE
- APPROX. PHASE LENGTH IS 2.5 MONTHS

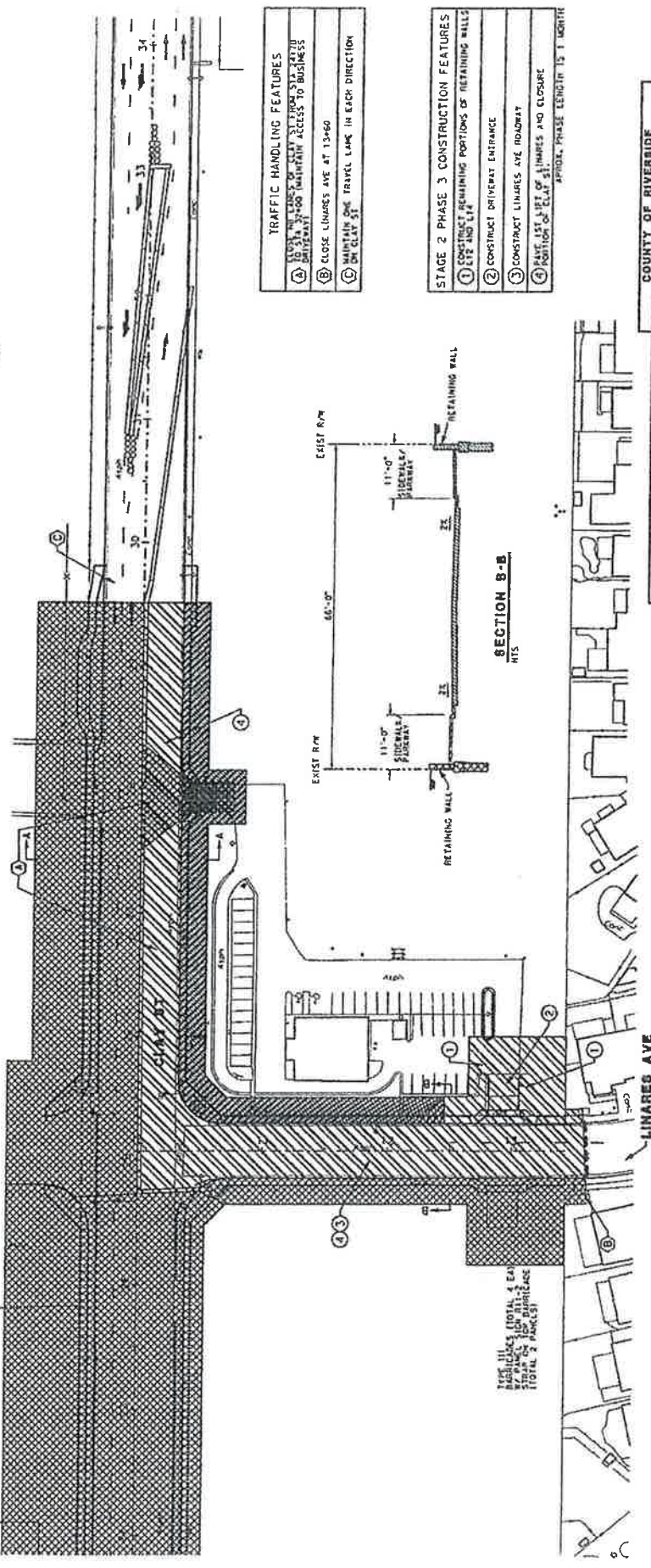
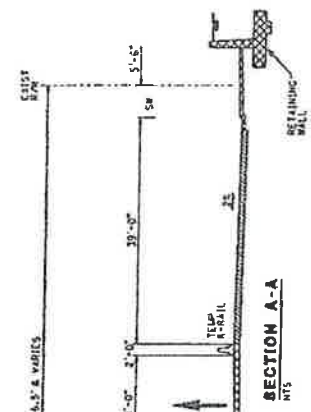
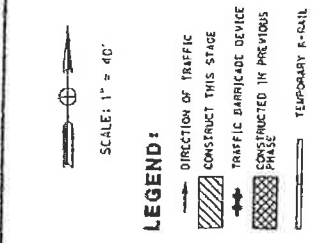


COUNTY OF RIVERSIDE  
STAGE CONSTRUCTION (STAGE 2 PHASE 2)  
**CLAY STREET  
GRADE SEPARATION  
PROJECT**  
SCALE: 1" = 100'  
SHEET NO. **SC-2.2**  
MAY 30 2013

URS CORPORATION  
APPROVED BY:  
  
URS  
3000 EAST 1ST ST, STE 400  
SANTA ANA, CA 92705  
DATE: 05/30/2013  
SCALE: 1" = 100'

RELATIVE HORIZONTAL SCALE  
0 20 40 60 80 120  
DATE: 5/30/2013 3:21 PM  
PROJECT: CLAY STREET GRADE SEPARATION PROJECT  
SHEET: SC-2.2

*Handwritten signature: W.K. PK*



TRUCK LUNGS (TOTAL 4 EACH SIDE) TOTAL 8 LUNGS  
 TRUCK LUNGS (TOTAL 4 EACH SIDE) TOTAL 8 LUNGS

COUNTY OF RIVERBIDE  
 STAGE CONSTRUCTION (STAGE 2 PHASE 3) SHEET NO. SC-2.3

CLAY STREET  
 GRADE SEPARATION  
 PROJECT

SCALE: 1"=40'

URB CORPORATION  
 APPROVED BY: [Signature]

DATE: 5/30/2013

PROJECT NO. 2009-011

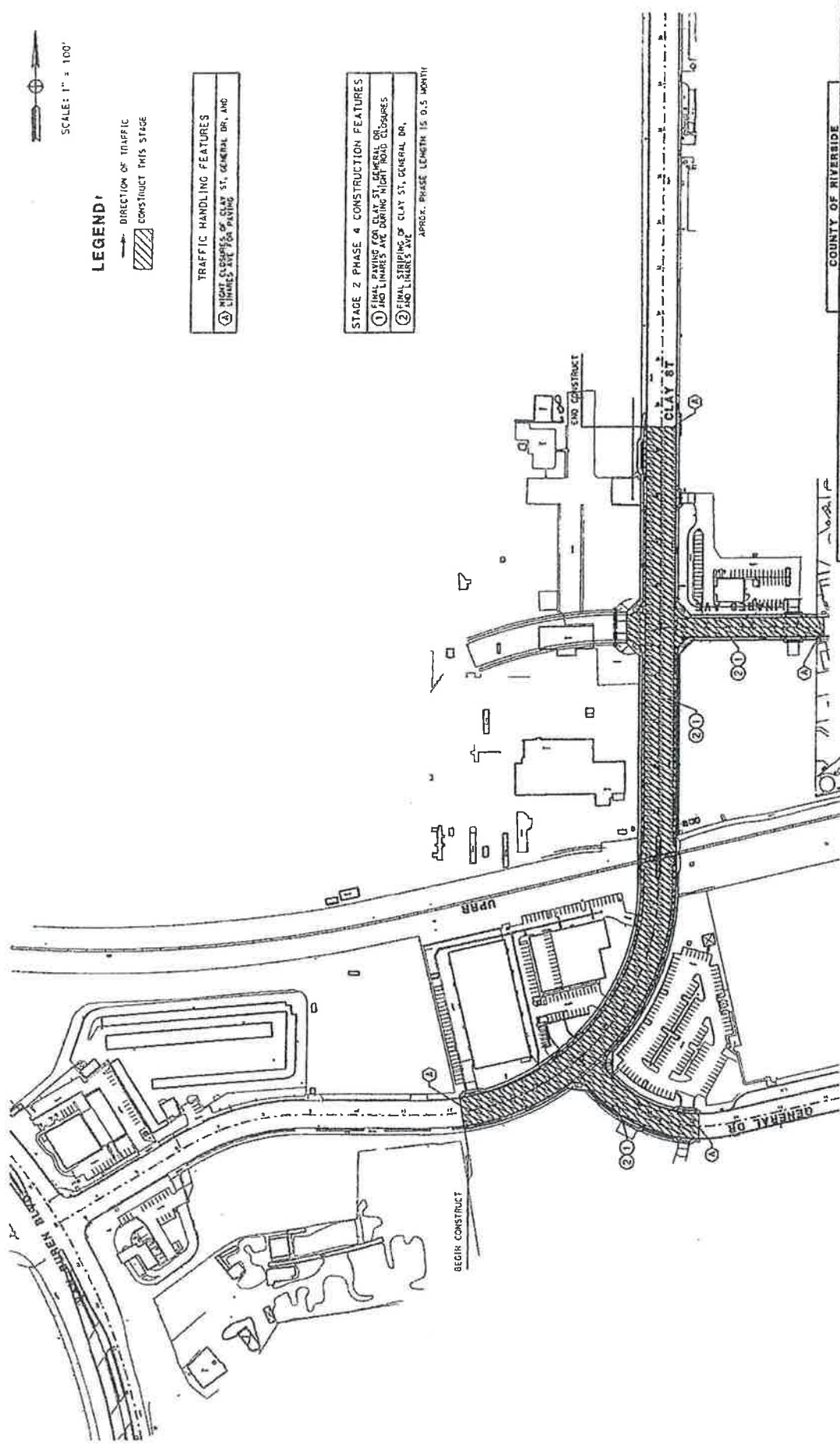
SCALE: 1"=40'

NO. 87-0753 COUNTY FILE NO. 87-0753

CONSTRUCTION STAGING 2.3.dgn 5/30/2013 3:22:12 PM

W.K. PK





SCALE: 1" = 100'

**LEGEND:**

- DIRECTION OF TRAFFIC
- ▨ CONSTRUCT THIS STAGE

**TRAFFIC HANDLING FEATURES**

- ① NIGHT CURBSIDE OF CLAY ST, GENERAL DR, AND UPRR'S AVE FOR PAVING
- ②

**STAGE 2 PHASE 4 CONSTRUCTION FEATURES**

- ① FINAL PAVING FOR CLAY ST, GENERAL DR, AND UPRR'S AVE DURING NIGHT ROAD CLOSURES
- ② FINAL STRIPING OF CLAY ST, GENERAL DR, AND UPRR'S AVE

APPROX. PHASE LENGTH IS 0.5 MONTH

COUNTY OF RIVERBIDE	SHEET NO.
STAGE CONSTRUCTION (STAGE 2 PHASE 4)	SC-2.4
<b>CLAY STREET GRADE SEPARATION PROJECT</b>	
SCALE: 1"=100'	
MAY 30 2013	

URB CORPORATION  
APPROVED BY:

APPROVED BY: [Signature]

DATE: 5/29/13

PROJECT: 2010 EAST 1ST ST, STA 400

DRS

SCALE: 1"=100'

RELATIVE DIMENSION SCALE  
FOR FILE & REFERENCE

0 40 80 120

*Handwritten signature: J.V. PK*