

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



728A

FROM: Economic Development Agency/Facilities Management and Transportation Department

SUBMITTAL DATE:
May 22, 2013

SUBJECT: Right of Way Acquisition Agreements, Temporary Construction Easement Agreements, Temporary Construction Easement Deeds, and Settlement Agreements for the Clay Street Grade Separation Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Right of Way Acquisition Agreement for Parcels 0753-003A, 0753-003C, 0753-003E, 0753-003G and 0753-003H and Temporary Construction Access Agreement for Parcel 0753-003D, all within portions of Assessor's Parcel Number 163-400-007;

(Continued)

Juan C. Perez, Director
Transportation and Land Management

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 2,767,775	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

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

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

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY:

Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Stone, Benoit and Ashley

Nays: None

Absent: Tavaglione

Date: June 4, 2013

EDA, Transp., EO, Auditor

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

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

District: 2/2

Agenda Number:

3-20

WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: Patricia Munroe 5/11/13
DATE: 5/11/13
Departmental Concurrence
BY: Lisette Rose 5/23/13
FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER

RECOMMENDED MOTION: (Continued)

2. Approve the attached Right of Way Acquisition Agreement for Parcels 0753-006A, 0753-006B, 0753-006C, 0753-006D, 0753-006H, 0753-006I, 0753-006J, and 0753-006K, Temporary Construction Easement Deed for Parcel 0753-006E, and Temporary Construction Easement Deed for Parcels 0753-006E and 0753-006F, all within a portion of Assessor's Parcel Number 163-400-023;
3. Approve the attached Right of Way Acquisition Agreement for Parcel 0753-008B, Temporary Construction Easement Deed for Parcels 0753-008A and 0753-008D, all within a portion of Assessor's Parcel Number 163-400-026;
4. Approve the attached Temporary Construction Easement Deed for Parcel 0753-010A, within a portion of Assessor's Parcel Number 163-400-028;
5. Approve the attached Settlement Agreement between the County and Jurupa United Karate Academy for fixtures and equipment items and loss of goodwill, located on a portion of Assessor's Parcel Number 163-400-007;
6. Approve the attached Settlement Agreement between the County and Telecommunications Business Solutions for fixtures and equipment items, located on a portion of Assessor's Parcel Number 163-400-007;
7. Authorize the Chairman of the Board to execute these documents on behalf of the County;
8. Authorize and allocate the sum of \$2,464,400 to acquire Parcels 0753-003A, 0753-003C, 0753-003E, 0753-003G, and 0753-003H; Parcels 0753-006A, 0753-006B, 0753-006C, 0753-006D, 0753-006H, 0753-006I, 0753-006J, and 0753-006K; Parcel 0753-008B; and \$35,600 for temporary access to Parcel 0753-003D; Parcels 0753-006E and 0753-006F; Parcels 0753-008A and 0753-008D; and Parcel 0753-010A and \$25,000 to pay all related transaction costs;
9. Authorize and allocate the sum of \$65,275 for fixture and equipment items and loss of goodwill, \$28,000 for relocation benefits for the two commercial businesses (Jurupa United Karate Academy and Telecommunications Business Solutions) and \$2,500 which includes reserves for any unforeseen and reasonable increases during the relocation assistance process of the displacees;
10. 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
11. Approve and direct the Auditor-Controller to make the budget adjustments as shown on Schedule A.

BACKGROUND: (Commences on Page 3)

Economic Development Agency/Facilities Management and Transportation Department
Right of Way Acquisition Agreements, Temporary Construction Access Agreements, Temporary
Construction Easement Deeds, and Settlement Agreements for the Clay Street Grade Separation
Project

May 22, 2013

Page 3

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.

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the acquisition of permanent and temporary rights of a portion of the property with the following owners:

Assessor's Parcel. No.	Parcel Series	Owner	Purchase Price (Fee/Easement/TCE)
163-400-007 (portion)	0753-003	Jurupa Western	\$1,956,900
163-400-023 (portion)	0753-006	Cox, West, Nielson, and Fischer	\$500,000
163-400-026 (portion)	0753-008	De Anza Business Park	\$38,500
163-400-028 (portion)	0753-010	Cox, West, Nielson and Fischer	\$4,600
Total			\$2,500,000

In addition, EDA/FM has negotiated acquisition of improvements (fixtures and equipment) and loss of goodwill with the commercial businesses located on a portion of Assessor's Parcel Number 163-400-007 as follows: Jurupa United Karate Academy for the price of \$59,610 and Telecommunications Business Solutions for the price of \$5,665. There are no costs associated with these transactions.

(Continued)

BACKGROUND: (Continued)

The County will provide relocation benefits and assistance to all qualified displacees as required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended) and Title 49 Code of Federal Regulations Part 24 (49 CFR 24 as amended on January 4, 2005). Located within the Project, there are two commercial businesses that will require relocation assistance.

The Economic Development Agency/Facilities Management (EDA/FM) has contracted with Epic Land Solutions (Epic), relocation consultants, who conducted interviews with the two operating commercial businesses (Jurupa United Karate Academy and Telecommunications Business Solutions, both on a portion of Assessor's Parcel Number 163-400-007, to identify and address the needs of the displacees. Based on the initial interviews conducted by Epic, it was determined that the relocation benefits entitled to the displacees are as follows:

Two Commercial Businesses (Tenants)	
Jurupa United Karate Academy	\$11,365
Telecommunications Business Solutions	<u>\$16,635</u>
Total Relocation Benefits	\$28,000

Staff recommends an additional \$2,500 in reserves for any unforeseen and reasonable increases during the relocation of the displacees.

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 portions of Assessor's Parcel Numbers 163-400-007, 163-400-023, 163-400-026, and 163-400-028:

Acquisition	\$2,464,400
Temporary Construction Easements	35,600
Settlement Agreements	65,275
Estimated Title and Escrow Charges	25,000
Relocation Benefits	28,000
Reserves for Relocation Benefits	2,500
Preliminary Title Reports	2,000
County Appraisals	53,800
Real Property - \$34,300	
Fixtures and Equipment - \$8,000	
Goodwill - \$11,500	
Owner Appraisal	20,000
Relocation Consultant	21,200
EDA/FM Real Property Staff Time	50,000
Total Estimated Acquisition Costs	\$2,767,775

(Continued)

May 22, 2013

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FINANCIAL DATA: (Continued)

EDA/FM has already covered the costs for due diligence (Preliminary Title Report and Appraisal) and has been or will be reimbursed by the Transportation Department. The remaining costs will be paid directly by the Transportation Department. All costs associated with this property acquisition will be fully funded by the Transportation Department's revenue sources. Thus, no additional net county costs will be incurred as a result of this transaction.

Attachments:

Schedule A

Parcel 0753-003 Series

- (4) Right of Way Acquisition Agreements
- (4) Temporary Construction Access Agreements
- (4) Settlement Agreements (Jurupa United Karate Academy)
- (4) Settlement Agreements (Telecommunications Business Solutions)

Parcel 0753-006 Series

- (4) Right of Way Acquisition Agreements
- (1) Temporary Construction Easement Deed

Parcel 0753-008 Series

- (4) Right of Way Acquisition Agreements
- (1) Temporary Construction Easement Deed

Parcel 0753-010 Series

- (1) Temporary Construction Easement Deed

Schedule A

Increase Appropriations:		
20000-3130500000-535000	Right of Way	\$2,767,775

Anticipated Decrease in Fund Balance:		
20013-3130500000-321101	Restricted Program Money	\$2,767,775

728A

PROJECT: Clay Street Grade Separation Project
PARCELS: 0753-003A, 0753-003C, 0753-003E, 0753-
003G, and 0753-003H
APN: 163-400-007 (PORTION)

RIGHT OF WAY ACQUISITION AGREEMENT

This Right of Way Acquisition Agreement, ("Agreement"), is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), and JURUPA WESTERN INCORPORATED, a California corporation, ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

RECITALS

WHEREAS, Grantor owns that certain real property located at 6510-6515 General Drive in the City of Jurupa Valley, County of Riverside, State of California, as referenced on the Plat Map identified as Attachment "1," attached hereto and made a part hereof. The real property consisting of 3.06 acres of land and improved with two commercial buildings and is also known as Assessor's Parcel Number: 163-400-007 ("Property"); and

WHEREAS, Grantor desires to sell to the County and the County desire to purchase a portion of the Property ("ROW"), for the purpose of constructing the Clay Street Grade Separation Project, including relocating utilities and constructing retaining walls ("Project") as follows: an Easement Deed in favor of the City of Jurupa Valley for road purposes referenced as Parcel 0753-003A and described on Attachment "2A" attached hereto and made a part hereof; an Easement Deed in favor of the Jurupa Community Services District for sewer purposes referenced as Parcels 0753-003C and 0753-003E and described on Attachment "2B" attached hereto and made a part hereof; an Easement Deed in favor of the City of Jurupa Valley for footing purposes referenced as Parcel 0753-003G and described on Attachment "2C" attached hereto and made a part hereof; and an Easement Deed in favor of the City of Jurupa Valley for footing and

1 drainage purposes referenced as Parcel 0753-003H and described on Attachment "2D"
2 attached hereto and made a part hereof; pursuant to the terms and conditions set forth
3 herein; and

4 WHEREAS, concurrently with this Agreement, the Parties intend to enter into a
5 Temporary Construction Access Agreement to grant County the right to temporarily
6 use portions of the Property, as described therein, to construct a retaining wall on Clay
7 Street, to demolish the multi-tenant building known as 6515 Clay Street, and for all
8 purposes necessary to facilitate and accomplish the construction of the Project; and

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

12 NOW, THEREFORE, in consideration of the payment and other obligations set
13 forth below, Grantor and County mutually agree as follows:

14 15 **ARTICLE 1. AGREEMENT**

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

18 2. Consideration. For good and valuable consideration, Grantor agrees to
19 sell and convey to the County, and the County agrees to purchase from Grantor all of
20 the Right-of-Way Property described herein, under the terms and conditions set forth in
21 this Agreement. The full consideration for the Right-of-Way Property consists of the
22 purchase price amount for the real property interests to be acquired by the County in
23 the amount of One Million Five Hundred Ninety-One Thousand Nine Hundred Dollars
24 (\$1,591,900) and "loss of rent" which is further described in Article II, Paragraph 1
25 below in the amount of Three Hundred Fifty Thousand Dollars (\$350,000), for a full
26 settlement price of One Million Nine Hundred Forty-One Thousand Nine Hundred
27 Dollars (\$1,941,900) ("Full Settlement"). The Full Settlement Price is to be distributed
28 to Grantor in accordance with this Agreement. Grantor will be responsible for any

1 apportionment or allocation of the Purchase Price if required for any separately held
2 interests that may exist.

3 3. County Responsibilities.

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

15 B. Upon the opening of Escrow, the County shall deposit the
16 Consideration as follows:

17 i. Full Settlement Price. Deposit into Escrow the Full
18 Settlement Price in the amount of One Million Nine Hundred Forty-One Thousand Nine
19 Hundred Dollars (\$1,941,900) (the "Deposit").

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

21 i. Closing Costs. County will deposit to Escrow Holder
22 amounts sufficient for all escrow, recording and reconveyance fees incurred in this
23 transaction, and if title insurance is desired by County, the premium charged therefore.
24 Said escrow and recording charges shall not include documentary transfer tax as
25 County is exempt pursuant to Ca Govt. Code section 6103 and Ca Revenue and
26 Taxation Code section 11922.

1 ii. County will deposit all other such documents consistent with
2 this Agreement as are reasonably required by Escrow Holder or otherwise to close
3 Escrow.

4 D. County will authorize the Escrow Holder to close Escrow and
5 release the Deposit, in accordance with the provisions herein, to Grantor conditioned
6 only upon the satisfaction by County.

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

10 a. Four (4) easement deeds executed, acknowledged and
11 delivered to Yolanda King, Real Property Agent for the County or to Escrow Holder,
12 substantially in the forms attached hereto as Attachment "3," (Deeds) granting the
13 portion of the Property, subject to the following:

14 1. Free and clear of all liens, encumbrances,
15 easements, leases (recorded or unrecorded), and taxes except those encumbrances
16 and easements which, in the sole discretion of the County, are acceptable, except:

17 2. Current fiscal year, including personal
18 property tax, if any, and any further assessment thereto under Chapter 3.5 of Revenue
19 and Taxation Code of the State of California;

20 3. Easements or rights of way of record over said
21 land for public or quasi-public utility or public street purposes, if any;

22 4. Any items on the Preliminary Title Report
23 (PTR) not objected to by County in a writing provided to Escrow Holder before the
24 Close of Escrow;

25 5. Any other taxes owed whether current or
26 delinquent are to be made current.

1 E. At closing or Close of Escrow, County is authorized to deduct and
2 pay from amount shown in the Deposit, any amount necessary to satisfy and handle all
3 real property taxes, bonds, and assessments in the following manner:

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

6 b. Pay any unpaid liens or taxes together with penalties, cost
7 and interest thereon, and any bonds or assessments that are due on the date title is
8 transferred.

9 F. County shall direct Escrow Holder to disburse purchase price
10 minus any and all charges due upon Close of Escrow in accordance with the escrow
11 instructions contained in this Agreement.

12 G. County shall pay Grantor for the building located at 6515 Clay
13 Street. The amount is included in Paragraph 2 above.

14 4. Grantor Responsibilities.

15 A. Execute and acknowledge an Easement Deed in favor of the City
16 of Jurupa Valley for road purposes dated 4-15-13 identified as Parcel Number
17 0753-003A; an Easement Deed in favor of the Jurupa Community Services District for
18 sewer purposes dated 4-15-13 identified as Parcel Numbers 0753-003C and
19 0753-003E; an Easement Deed in favor of the City of Jurupa Valley for footing
20 purposes dated 4-15-13 identified as Parcel Number 0753-003G; and an
21 Easement Deed in favor of the City of Jurupa Valley for footing and drainage purposes
22 dated 4-15-13 Identified as Parcel Number 0753-003H and deliver deeds to
23 Yolanda King, Real Property Agent for the County or to the Escrow Holder.

24 B. Grantor shall indemnify, defend, protect, and hold the County of
25 Riverside, its Agencies, Districts, Departments, their respective directors, Board of
26 Supervisors, elected and appointed officials, employees, agents, representatives,
27 successors, and assigns free and harmless from and against any and all claims,
28 liabilities, penalties, forfeitures, losses, or expenses, including without limitation,

1 attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or
2 indirectly, by either (a) the presence in, within, under, or about the parcel for the
3 presence of hazardous materials, toxic substances, or hazardous substances as a
4 result of Grantor's use, storage, or generation of such materials or substances or (b)
5 Grantor's failure to comply with any federal, state, or local laws relating to such
6 materials or substances. For the purpose of this Agreement, such materials or
7 substances shall include without limitation hazardous substances, hazardous
8 materials, or toxic substances as defined in the Comprehensive Environmental
9 Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. section
10 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. sections 5101 to
11 5128; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901-87
12 (1988); and those substances defined as hazardous wastes in section 25117 of the
13 California Health and Safety Code or hazardous substances in section 25316 of the
14 California Health; and in the regulations adopted in publications promulgated pursuant
15 to said laws.

16 C. Grantor shall be obligated hereunder to include without limitation,
17 and whether foreseeable or unforeseeable, all costs of any required or necessitated
18 repair, clean-up, detoxification, or decontamination of the parcel, and the preparation
19 and implementation of any closure, remedial action, or other required plans in
20 connection therewith, and such obligation shall continue under the parcel has been
21 rendered in compliance with applicable federal, state, and local laws, statutes,
22 ordinances, regulations, and rules.

23 **Article II. MISCELLANEOUS**

24 1. It is understood and agreed between the Parties hereto, that included in
25 the Full Settlement Price under Paragraph 2 above, is the amount of Three Hundred
26 Fifty Thousand Dollars (\$350,000) to compensate Grantor for any and all loss of
27 goodwill related to vacant spaces at 6515 Clay Street. Grantor agrees and
28 acknowledges that the statute which authorizes this payment also provides that

1 compensation for such loss will not be duplicated in the compensation otherwise
2 awarded to the Grantor.

3 2. It is understood and agreed between the Parties hereto that payment
4 shown in Paragraph 2 above includes payment to Grantor for the multi-tenant building
5 known as 6515 Clay Street located partly within and partly outside of the right of way
6 area. Said improvements consist of an approximately 19,544 square foot multi-tenant
7 building located at 6515 Clay Street. The Parties intend to concurrently enter into a
8 Temporary Construction Access Agreement to grant County, or its contractor, the right
9 to temporarily use portion of the Property for the purpose of removing said
10 improvements.

11 3. County is a public entity possessing the authority to acquire real property
12 through eminent domain proceedings. The Parties acknowledge that the Property is
13 being conveyed by Grantor to County in lieu of condemnation by County.

14 Both Grantor and County recognize the expense, time, effort, and risk to both
15 Parties in determining the compensation for the ROW by eminent domain litigation.
16 The compensation set forth herein for the property is in compromise and settlement, in
17 lieu of such litigation.

18 4. It is mutually understood and agreed by and between the Parties hereto
19 that the right of possession and use of the subject property by County, including the
20 right to remove and dispose of improvements, shall commence upon the execution of
21 this Agreement by all parties. The Purchase Price includes, but is not limited to, full
22 payment for such possession and use.

23 5. This Agreement embodies all of the considerations agreed upon between
24 the County and Grantor. This Agreement was obtained without coercion, promises
25 other than those provided herein, or threats of any kind whatsoever by or to either
26 party.

27 6. The performance of this Agreement constitutes the entire consideration
28 for the acquisition of the Property and shall relieve the County of all further obligations

1 or claims pertaining to the acquisition of the Property or pertaining to the location,
2 grade or construction of the proposed public improvement.

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

6 8. This Agreement shall not be changed, modified, or amended except upon
7 the written consent of the Parties hereto.

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

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

19 11. Grantor and its assigns and successors in interest shall be bound by all
20 the terms and conditions contained in this Agreement, and all the Parties thereto shall
21 be jointly and severally liable thereunder.

22
23
24 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
25
26
27
28

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

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

Dated: JUN 04 2013

COUNTY:

GRANTOR:

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

JURUPA WESTERN INCORPORATED,
a California corporation

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

By: John L. West
Name: JOHN L. WEST

Its: PRESIDENT

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: Kecia Harper-Ihem
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: Patricia Munroe
Patricia Munroe
Deputy County Counsel

SV:ra/031413/296TR/15.441 S:\Real Property\TYPING\Docs-15.000 to 15.499\15.441.doc

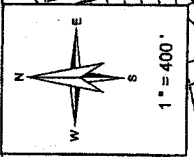
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. THE ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

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

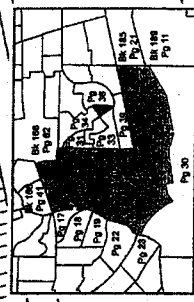
163-40

TRA 099-016
099-025
099-055

163-28



- Legend
- Lot Lines
 - Right-of-Way
 - Old Lot Lines
 - Reference R.O.W.
 - Other Elements
 - Lease Area
 - Subdivision To Mark



- PM 12630 - 32 PARCEL MAP 18131
- PM 12795 - 96 PARCEL MAP 18519
- PM 13398 - 98 PARCEL MAP 18553
- PM 14031 - 32 PARCEL MAP 21017
- PM 15590 - 92 PARCEL MAP 24176
- MB 20923 - 27 TRACT NO 21458

OCT 9 2008

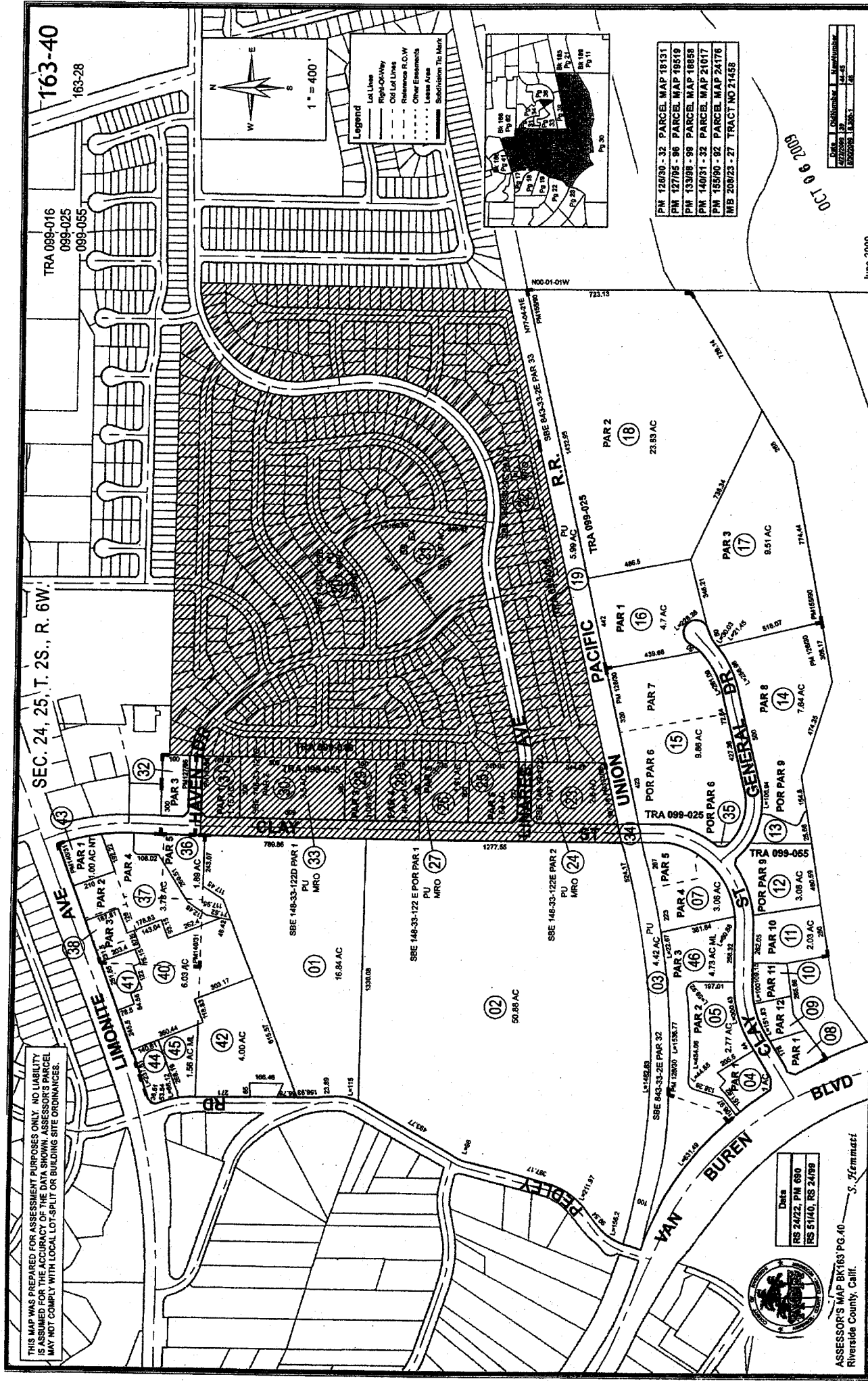
June 2008

Date	Officer	Inspector
4/22/08	19	44-45
4/22/08	1	12-26-1

Date
RS 2422, PM 690
RS 5140, RS 2479



ASSESSOR'S MAP BK 163 PG. 40
S. Hemmati
Riverside County, Calif.



ATTACHMENT "2"

"2A" – Road Easement

1. A portion of APN: 163-400-007; Parcel 0753-003A in favor of the City of Jurupa Valley

"2B" – Utility Easement

1. A portion of APN: 163-400-007; Parcels 0753-003C and 0753-003E in favor of the Jurupa Community Services District for sewer purposes

"2C" – Footing Easement

1. A portion of APN: 163-400-007; Parcel 0753-003G in favor of the City of Jurupa Valley for footing purposes

"2D" – Footing/Drainage Easement

1. A portion of APN: 163-400-007; Parcel 0753-003H in favor of the City of Jurupa Valley for footing and drainage purposes

EXHIBIT "A"
CLAY STREET (GRADE SEPARATION)
LEGAL DESCRIPTION
0753-003A

BEING A PORTION OF PARCELS 4 AND 5 OF PARCEL MAP 18131 ON FILE IN BOOK 126, PAGES 30 THROUGH 32, INCLUSIVE, 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 GENERAL DRIVE (78.00 FEET WIDE) AS SHOWN ON SAID PARCEL MAP, ALSO BEING A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 499.99 FEET AND AN INITIAL RADIAL BEARING OF S 40°28'04" E;

THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID CURVE AND SAID CENTERLINE OF CLAY STREET THROUGH A CENTRAL ANGLE OF 27°06'38", AN ARC DISTANCE OF 236.58 FEET;

THENCE N 13°21'26" W ALONG A LINE RADIAL FROM SAID CURVE, A DISTANCE OF 44.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CLAY STREET, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID RADIAL LINE N 13°21'26" W, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 439.70 FEET AND AN INITIAL RADIAL BEARING OF S 14°30'09" E;

THENCE NORTHEASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 18°38'20", AN ARC DISTANCE OF 143.04 FEET;

THENCE N 50°44'49" E, A DISTANCE OF 37.17 FEET;

THENCE N 17°49'12" E, A DISTANCE OF 2.10 FEET;

THENCE N 15°27'40" W, A DISTANCE OF 30.35 FEET;

THENCE S 40°26'55" E, A DISTANCE OF 7.34 FEET;

THENCE S 15°27'40" E, A DISTANCE OF 25.97 FEET TO A LINE RADIAL TO SAID CENTERLINE OF CLAY STREET;

THENCE S 37°05'30" E ALONG SAID RADIAL LINE, A DISTANCE OF 3.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 444.99 FEET, BEING CONCENTRIC WITH AND DISTANT 55.00 FEET NORTHWESTERLY OF, AS MEASURED RADIALLY TO, SAID CENTERLINE OF CLAY STREET;

THENCE NORTHEASTERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 09°25'15", AN ARC DISTANCE OF 73.17 FEET;

THENCE N 46°30'45" W ALONG A LINE RADIAL FROM SAID CONCENTRIC CURVE, A DISTANCE OF 29.97 FEET;

THENCE N 11°52'29" W, A DISTANCE OF 10.09 FEET;

EXHIBIT "A"
CLAY STREET (GRADE SEPARATION)
LEGAL DESCRIPTION (CONTINUED)
0753-003A

THENCE N 78°06'18" E, A DISTANCE OF 35.96 FEET;

THENCE S 56°23'08" E, A DISTANCE OF 6.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 598.90 FEET AND AN INITIAL RADIAL BEARING OF S 54°23'00" E;

THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 26°50'57", AN ARC DISTANCE OF 280.65 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 5, ALSO BEING THE SOUTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY AS DESCRIBED IN DEED BOOK 170 PAGES 252 THROUGH 256, INCLUSIVE, RECORDED AUGUST 3, 1903, OFFICIAL RECORDS OF SAID COUNTY;

THENCE N 77°41'31" E ALONG SAID NORTHERLY LINE OF PARCEL 5 AND SAID SOUTHERLY LINE, A DISTANCE OF 11.62 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL 5, BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID CLAY STREET AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 455.99 FEET AND AN INITIAL RADIAL BEARING OF S 89°23'47" E;

THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 76°02'21", AN ARC DISTANCE OF 605.16 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 11,290 SQUARE FEET, OR 0.259 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 1.00001556024 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"

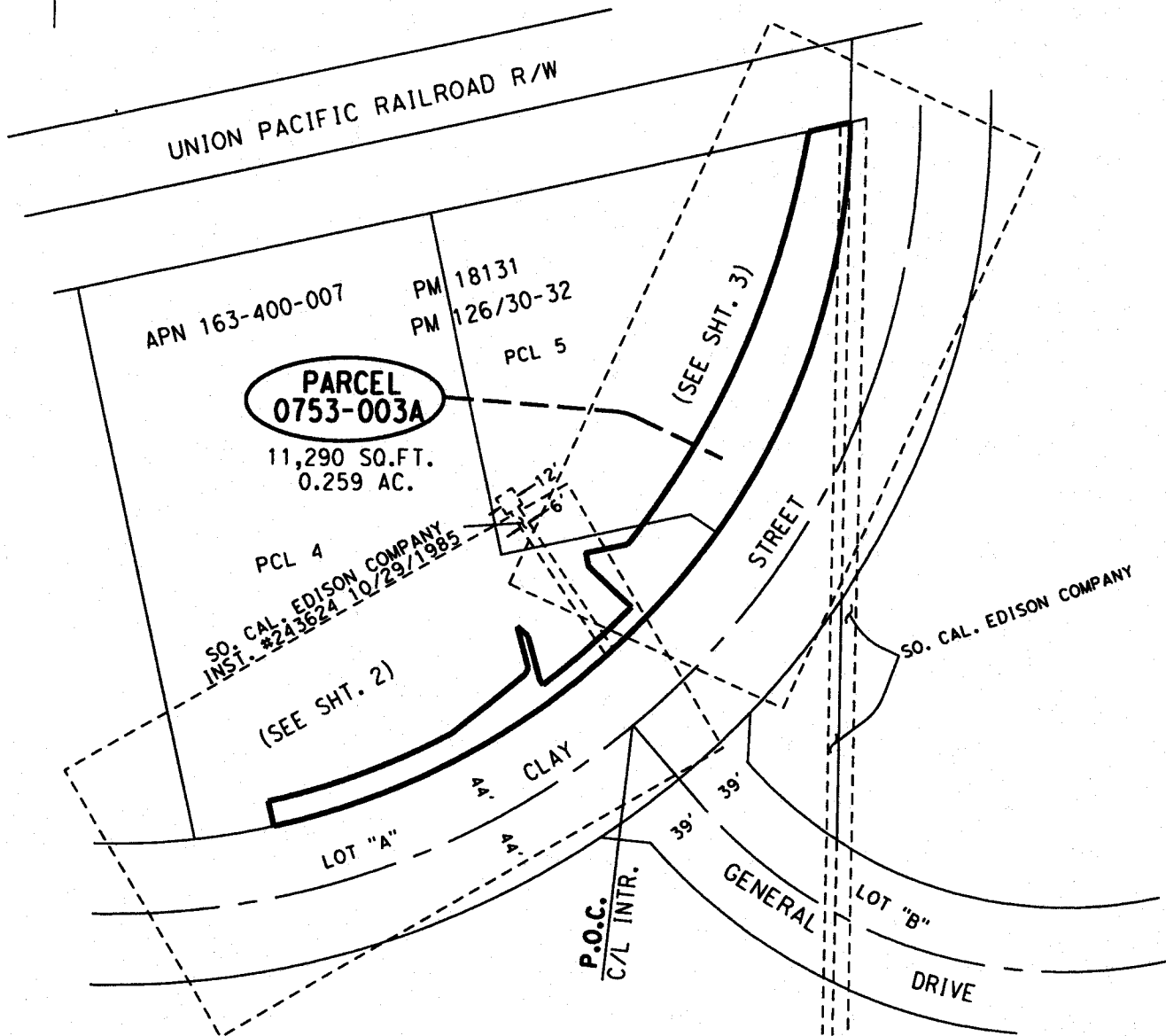
APPROVED BY: _____

DATE: _____



EXHIBIT "B"

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



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: 4/11/2013

PAR. NO.: 0753-003A

PREPARED BY: DGO

SCALE: N.T.S.

DATE: APRIL, 2013

W.O. NO.: B7-0753

SHEET 1 OF 3

EXHIBIT "B"

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

JURUPA RANCHO



LINE DATA

- ① N 13°21'26" W (R) 44.00'
- ② N 13°21'26" W (R) 10.00'
- ③ N 50°44'49" E 37.17'
- ④ N 17°49'12" E 2.10'
- ⑤ N 15°27'40" W 30.35'
- ⑥ S 40°26'55" E 7.34'
- ⑦ S 15°27'40" E 25.97'
- ⑧ S 37°05'30" E (R) 3.39'
- ⑨ N 46°30'45" W (R) 29.97'

APN 163-400-007
SO. CAL. EDISON COMPANY
INST. #243624 10/29/1985

PM 126/30-32
PM 18131
PCL 4

PARCEL
0753-003A
11,290 SQ.FT.
0.259 AC.

PCL 3

S 14°30'09" E (R)

T.P.O.B. CLAY

$\Delta = 76^{\circ}02'21"$ R = 455.99' L = 605.16'

R = 499.99'

STREET

L = 236.58'

S 40°28'04" E (R)
T = 356.51'

P.O.C.
C/L INTR.
GENERAL DR.

CURVE DATA

- Ⓐ R = 439.70'
 $\Delta = 18^{\circ}38'20"$
L = 143.04'
T = 72.16'
- Ⓑ R = 444.99'
 $\Delta = 09^{\circ}25'15"$
L = 73.17'
T = 36.67'



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)

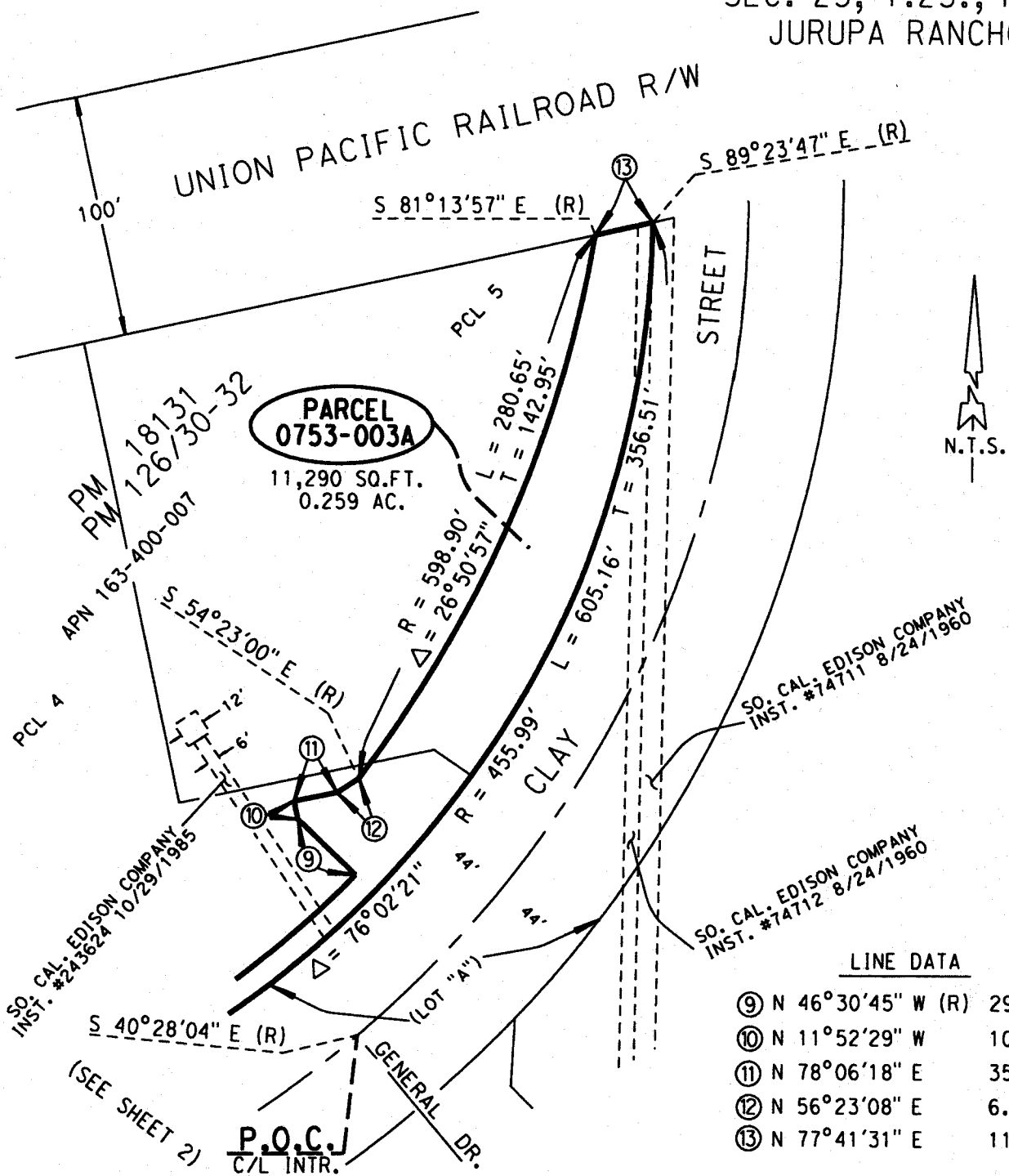
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING
DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: *Timothy F. Rayburn* DATE: 4/11/2013

PAR. NO.: 0753-003A
PREPARED BY: DGO
SCALE: N.T.S.
DATE: APRIL, 2013
W.O. NO.: B7-0753
SHEET 2 OF 3

EXHIBIT "B"

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



LINE DATA

⑨	N 46°30'45" W (R)	29.97'
⑩	N 11°52'29" W	10.09'
⑪	N 78°06'18" E	35.96'
⑫	N 56°23'08" E	6.43'
⑬	N 77°41'31" E	11.62'



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: 4/11/2013

PAR. NO.: 0753-003A

PREPARED BY: DGO

SCALE: N.T.S.

DATE: APRIL, 2013

W.O. NO.: B7-0753

SHEET 3 OF 3

EXHIBIT "A"
CLAY STREET (GRADE SEPARATION)
LEGAL DESCRIPTION
0753-003C

AN EASEMENT FOR SEWER PURPOSES, BEING A PORTION OF PARCEL 4 OF PARCEL MAP 18131 ON FILE IN BOOK 126, PAGES 30 THROUGH 32, INCLUSIVE, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID PARCEL MAP BEING A SECTIONALIZED SURVEY OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST, LYING WITHIN JURUPA RANCHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CLAY STREET (88.00 FEET WIDE) AND THE CENTERLINE OF GENERAL DRIVE (78.00 FEET WIDE) AS SHOWN ON SAID PARCEL MAP, BEING A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 499.99 FEET AND AN INITIAL RADIAL BEARING OF S 40°28'04" E;

THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID CENTERLINE OF CLAY STREET THROUGH A CENTRAL ANGLE OF 01°56'11", AN ARC DISTANCE OF 16.90 FEET TO A POINT ON A LINE RADIAL FROM SAID CURVE;

THENCE N 38°31'53" W ALONG SAID RADIAL LINE, A DISTANCE OF 55.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE N 40°26'55" W, A DISTANCE OF 114.82 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 35.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EASTERLY LINE OF SAID PARCEL 4;

THENCE N 12°18'29" W ALONG SAID PARALLEL LINE, A DISTANCE OF 196.06 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 4, BEING THE SOUTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY AS DESCRIBED IN DEED BOOK 170 PAGES 252 THROUGH 256, INCLUSIVE, RECORDED AUGUST 3, 1903, OFFICIAL RECORDS OF SAID RECORDER;

THENCE N 77°41'31" E ALONG SAID SOUTHERLY LINE AND SAID NORTHERLY LINE OF PARCEL 4, A DISTANCE OF 20.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 15.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID EASTERLY LINE OF PARCEL 4;

THENCE S 12°18'29" E ALONG SAID PARALLEL LINE, A DISTANCE OF 191.05 FEET;

THENCE S 40°26'55" E, A DISTANCE OF 110.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 444.99 FEET AND AN INITIAL RADIAL BEARING OF S 41°06'25" E, BEING CONCENTRIC WITH AND DISTANT 55.00 FEET NORTHWESTERLY OF, AS MEASURED RADIALLY TO SAID CENTERLINE OF CLAY STREET;

THENCE SOUTHWESTERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 02°34'32", AN ARC DISTANCE OF 20.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 6,121 SQUARE FEET, OR 0.141 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: 6/14/2012



SEC. 25, T.2S., R.6W. **EXHIBIT "B"**
JURUPA RANCHO SEWER EASEMENT

N.T.S.

EXISTING RAILROAD R/W

UNION PACIFIC RAILROAD R/W
N 77°41'31" E 301.98'

NE'LY COR
PCL 5

**PARCEL
0753-003C**

6,121 SQ.FT.
0.141 AC.

PM 18131
PMB 126/30-32

APN 163-400-007

CURVE DATA

(A) D - 01°56'11"
R - 499.99'
L - 16.90'
T - 8.45'

(B) D - 02°34'32"
R - 444.99'
L - 20.00'
T - 10.00'

PCL 4

T.P.O.B.

LINE DATA

- ① N 38°31'53" W (R) - 55.00'
- ② N 40°26'55" W - 114.82'
- ③ N 12°18'29" W - 196.06'
- ④ N 77°41'31" E - 20.00'
- ⑤ S 12°18'29" E - 191.05'
- ⑥ S 40°26'55" E - 110.02'

SO. CAL. EDISON COMPANY
INST. #243624 10/29/1985

CLAY STREET
S 41°06'25" E (R)

GENERAL DRIVE
S 40°28'04" E (R)

**CITY
OF
JURUPA VALLEY**



ALL DISTANCES SHOWN ARE GRID DISTANCES.
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE
GRID DIST. BY A COMBINATION FACTOR OF 1.000015560.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: CLAY STREET (GRADE SEPERATION)

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: 6/14/2012

PAR. NO.: 0753-003C

PREPARED BY: DGO

SCALE: N.T.S.

DATE: MAY, 2012

W.O. NO.: B7-0753

SHEET 1 OF 1

EXHIBIT "A"
CLAY STREET (GRADE SEPARATION)
LEGAL DESCRIPTION
0783-003E

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, BEING A PORTION OF PARCELS 4 AND 5 OF PARCEL MAP 18131 ON FILE IN BOOK 126, PAGES 30 THROUGH 32, INCLUSIVE, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID PARCEL MAP BEING A SECTIONALIZED SURVEY OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST, LYING WITHIN JURUPA RANCHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CLAY STREET (88.00 FEET WIDE) AND THE CENTERLINE OF GENERAL DRIVE (78.00 FEET WIDE) AS SHOWN ON SAID PARCEL MAP, BEING A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 499.99 FEET AND AN INITIAL RADIAL BEARING OF S 40°28'04" E;

THENCE NORTHEASTERLY ALONG SAID CURVE, AND SAID CENTERLINE OF CLAY STREET THROUGH A CENTRAL ANGLE OF 00°38'21", AN ARC DISTANCE OF 5.58 FEET TO A POINT ON A LINE RADIAL FROM SAID CURVE;

THENCE N 41°06'25" W ALONG SAID RADIAL LINE, A DISTANCE OF 55.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE N 40°26'55" W, A DISTANCE OF 110.02 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 15.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EASTERLY LINE OF SAID PARCEL 4;

THENCE N 12°18'29" W ALONG SAID PARALLEL LINE, A DISTANCE OF 191.05 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 4, BEING THE SOUTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY AS DESCRIBED IN DEED BOOK 170, PAGES 252 THROUGH 256, INCLUSIVE, RECORDED AUGUST 3, 1903, OFFICIAL RECORDS OF SAID RECORDER;

THENCE N 77°41'31" E ALONG SAID NORTHERLY LINE OF PARCEL 4, A DISTANCE OF 15.00 FEET TO THE NORTHEASTERLY CORNER THEREOF;

THENCE S 12°18'29" E ALONG SAID EASTERLY LINE OF PARCEL 4, A DISTANCE OF 187.29 FEET;

THENCE S 40°26'55" E, A DISTANCE OF 105.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 444.99 FEET AND AN INITIAL RADIAL BEARING OF S 43°02'21" E, BEING CONCENTRIC WITH AND DISTANT 55.00 FEET NORTHWESTERLY OF, AS MEASURED RADIALLY TO, SAID CENTERLINE OF CLAY STREET;

THENCE SOUTHWESTERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 01°55'56", AN ARC DISTANCE OF 15.01 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 4,457 SQUARE FEET, OR 0.102 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: 6/14/2012



EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT

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



EXISTING RAILROAD R/W

UNION PACIFIC RAILROAD R/W

LINE DATA

- ① N 41°06'25" W (R) - 55.00'
- ② N 40°26'55" W - 110.02'
- ③ N 12°18'29" W - 191.05'
- ④ N 77°41'31" E - 15.00'
- ⑤ S 12°18'29" E - 187.29'
- ⑥ S 40°26'55" E - 105.84'

PARCEL
0753-003E

4,457 SQ.FT.
0.102 AC.

SO. CAL. EDISON COMPANY
INST. #243624 10/29/1985

PM 18131
PMB 126/30-32

APN 163-400-007

CURVE DATA

- Ⓐ D - 00°38'21"
R - 499.99'
L - 5.58'
T - 2.79'
- Ⓑ D - 01°55'56"
R - 444.99'
L - 15.01'
T - 7.50'

PCL 4

T.P.O.B.

EXISTING R/W

S 40°28'04" E (R)

P.O.C.
C/L INTR.

CLAY STREET
S 43°02'21" E (R)
GENERAL DRIVE

CITY
OF

JURUPA VALLEY



ALL DISTANCES SHOWN ARE GRID DISTANCES.
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE
GRID DIST. BY A COMBINATION FACTOR OF 1.000015560.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: CLAY STREET (GRADE SEPERATION)

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: 6/14/2012

PAR. NO.: 0753-003E

PREPARED BY: DGO

SCALE: N.T.S.

DATE: APRIL, 2012

W.O. NO.: B7-0753

SHEET 1 OF 1

EXHIBIT "A"
CLAY STREET (GRADE SEPARATION)
LEGAL DESCRIPTION
0753-003G

AN EASEMENT FOR FOOTING PURPOSES LYING WITHIN A PORTION OF PARCEL 4 OF PARCEL MAP 18131 ON FILE IN BOOK 126, PAGES 30 THROUGH 32, INCLUSIVE, 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 GENERAL DRIVE (78.00 FEET WIDE) AS SHOWN ON SAID PARCEL MAP, ALSO BEING A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 499.99 FEET AND AN INITIAL RADIAL BEARING OF S 40°28'04" E;

THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID CURVE AND SAID CENTERLINE OF CLAY STREET THROUGH A CENTRAL ANGLE OF 27°06'39", AN ARC DISTANCE OF 236.58 FEET;

THENCE N 13°21'26" W ALONG A LINE RADIAL FROM SAID CURVE, A DISTANCE OF 44.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CLAY STREET;

THENCE CONTINUING ALONG SAID RADIAL LINE N 13°21'26" W, A DISTANCE OF 10.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID RADIAL LINE N 13°21'26" W, A DISTANCE OF 6.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 439.99 FEET, BEING CONCENTRIC WITH AND DISTANT 60.00 FEET NORTHWESTERLY OF, AS MEASURED RADIALLY TO, SAID CENTERLINE OF CLAY STREET;

THENCE NORTHEASTERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 15°23'40", AN ARC DISTANCE OF 118.22 FEET;

THENCE N 50°44'54" E, A DISTANCE OF 56.87 FEET;

THENCE N 15°27'40" W, A DISTANCE OF 39.97 FEET;

THENCE N 74°32'20" E, A DISTANCE OF 9.60 FEET;

THENCE S 15°27'40" E, A DISTANCE OF 19.24 FEET;

THENCE N 40°26'55" W, A DISTANCE OF 7.34 FEET;

THENCE S 15°27'40" E, A DISTANCE OF 30.35 FEET;

THENCE S 17°49'12" W, A DISTANCE OF 2.10 FEET;

THENCE S 50°44'49" E, A DISTANCE OF 37.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 439.70 FEET AND AN INITIAL RADIAL BEARING OF S 33°08'29" E;

THENCE SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 18°38'20", AN ARC DISTANCE OF 143.04 FEET TO THE **TRUE POINT OF BEGINNING**.

EXHIBIT "A"
CLAY STREET (GRADE SEPARATION)
LEGAL DESCRIPTION
0753-003G (CONTINUED)

CONTAINING: 1,236 SQUARE FEET, OR 0.028 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 1.00001556024 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: 4/11/2013



EXHIBIT "B"

"FOOTING EASEMENT"

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

APN 163-400-007

N.T.S.

LINE DATA

- ① N 13°21'26" W (R) 44.00'
- ② N 13°21'26" W (R) 10.00'
- ③ N 13°21'26" W (R) 6.00'
- ④ N 50°44'54" E 56.87'
- ⑤ N 15°27'40" W 39.97'
- ⑥ N 74°32'20" E 9.60'
- ⑦ S 15°27'40" E 19.24'
- ⑧ N 40°26'55" W 7.34'
- ⑨ S 15°27'40" E 30.35'
- ⑩ S 17°49'12" W 2.10'
- ⑪ S 50°44'49" W 37.17'

APN 163-400-007

SO. CAL. EDISON COMPANY
INST. #243624 10/29/1985

**PARCEL
0753-003G**

1,236 SQ.FT.
0.028 AC.

PCL 3

T.P.O.B.

PM 126/30-32
PM 18131
PCL 4

SEE DETAIL
BELOW

S 28°45'06" E (R)

12'x12'

PCL 5

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EXHIBIT "A"
CLAY STREET (GRADE SEPARATION)
LEGAL DESCRIPTION
0753-003H

AN EASEMENT FOR FOOTING AND DRAINAGE PURPOSES LYING WITHIN A PORTION OF PARCEL 5 OF PARCEL MAP 18131 ON FILE IN BOOK 126, PAGES 30 THROUGH 32, INCLUSIVE, 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 GENERAL DRIVE (78.00 FEET WIDE) AS SHOWN ON SAID PARCEL MAP, ALSO BEING A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 499.99 FEET, AND AN INITIAL RADIAL BEARING OF S 40°28'04" E;

THENCE NORTHERLY ALONG SAID CURVE AND SAID CENTERLINE THROUGH A CENTRAL ANGLE OF 48°55'46", AN ARC DISTANCE OF 426.98 FEET;

THENCE N 00°36'10" E CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 10.08 FEET TO A POINT ON THE SOUTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY AS DESCRIBED IN DEED BOOK 170, PAGES 252 THROUGH 256, INCLUSIVE, RECORDED AUGUST 3, 1903, OFFICIAL RECORDS OF SAID RECORDER;

THENCE S 77°41'31" W ALONG SAID SOUTHERLY LINE, A DISTANCE OF 56.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 598.90 FEET AND AN INITIAL RADIAL BEARING OF S 81°13'57" E, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 26°50'57", AN ARC DISTANCE OF 280.65 FEET;

THENCE S 56°23'08" W, A DISTANCE OF 6.43 FEET;

THENCE S 78°06'18" W, A DISTANCE OF 35.96 FEET;

THENCE N 11°52'29" W, A DISTANCE OF 4.20 FEET;

THENCE N 78°06'18" E, A DISTANCE OF 22.38 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 584.50 FEET AND AN INITIAL RADIAL BEARING OF S 53°05'18" E;

THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 27°35'53", AN ARC DISTANCE OF 281.54 FEET TO THE NORTHERLY LINE OF SAID PARCEL 5, ALSO BEING SAID SOUTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE N 77°41'31" E ALONG SAID NORTHERLY LINE OF PARCEL 5 AND SAID SOUTHERLY LINE, A DISTANCE OF 15.46 FEET TO THE **TRUE POINT OF BEGINNING**.

EXHIBIT "A"
CLAY STREET (GRADE SEPARATION)
LEGAL DESCRIPTION
0753-003H

CONTAINING: 4,200 SQUARE FEET, OR 0.096 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 1.0000155600. 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*

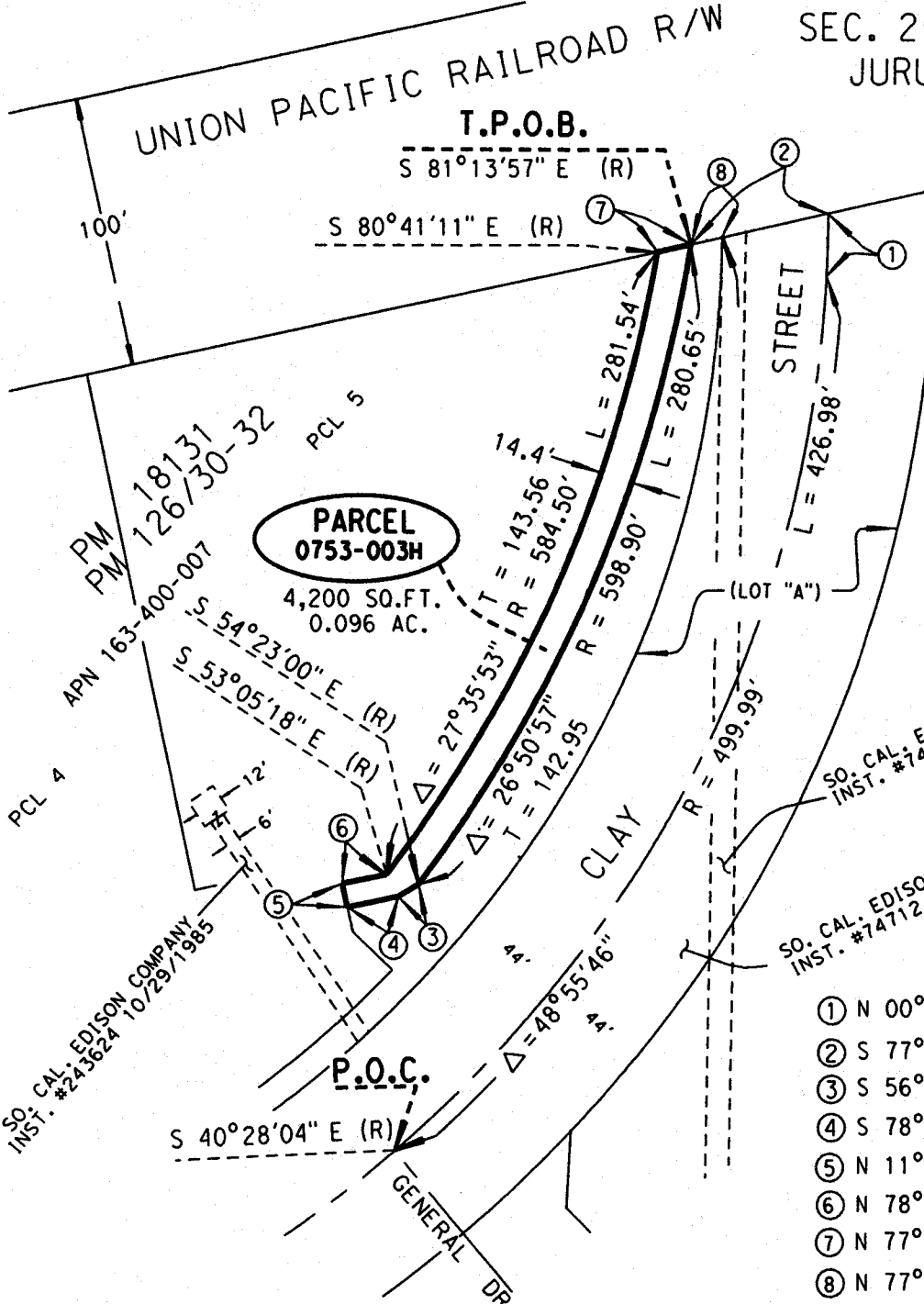
DATE: 4/11/2013



EXHIBIT "B"

FOOTING AND DRAINAGE EASEMENT

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



LINE DATA

①	N 00°36'10" E	10.08'
②	S 77°41'31" W	56.76'
③	S 56°23'08" W	6.43'
④	S 78°06'18" W	35.96'
⑤	N 11°52'29" W	4.20'
⑥	N 78°06'18" E	22.38'
⑦	N 77°41'31" E	15.46'
⑧	N 77°41'31" E	11.62'

() = INDICATES REC. DATA PER PM 126/30-32

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.

PAR. NO.: 0753-003H

PREPARED BY: JCM

SCALE: N.T.S.

DATE: APRIL, 2013

W.O. NO.: B7-0753

SHEET 1 OF 1

APPROVED BY: *Timothy F. Rayburn* DATE: 4/11/2013



Recorded at request of and return to:
City of Jurupa Valley
City Clerk
8304 Limonite Avenue, Suite M
Jurupa Valley, California 92509

FREE RECORDING

This instrument is for the benefit of
the City of Jurupa Valley, and is
entitled to be recorded without fee.
(Govt. Code 6103)

SV:ra/102312/296TR/15.438

(Space above this line reserved for Recorder's use)

PROJECT:	CLAY STREET GRADE SEPARATION PROJECT
PARCEL:	0753-003A
APN:	163-400-007 (Portion)

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

JURUPA WESTERN INCORPORATED, a California corporation

GRANTS to the CITY OF JURUPA VALLEY, a municipal corporation, an easement for public road and utility purposes, including drainage purposes, over, upon, across and within the real property in the City of Jurupa Valley, County of Riverside, State of California, more particularly described as:

See Exhibits "A" and "B" attached hereto
and made a part hereof

[SEAL]

PROJECT: CLAY STREET GRADE SEPARATION PROJECT
PARCEL: 0753-003A
APN: 163-400-007 (Portion)

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

On _____, before me, _____, a Notary
Public in and for said County and State, 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]

Recording requested by

When recorded mail to:

Jurupa Community Services District
11201 Harrel Street
Mira Loma, California 91752

APN 163-400-007 (portion) EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
PARCELS 0753-003C and 0753-003E NO DOCUMENTARY TRANSFER TAX PER R&T CODE §11922
SV:ra/103112/296TR/15.437

GRANT OF PERMANENT EASEMENT

For valuable consideration, JURUPA WESTERN INCORPORATED, a California corporation ("**Grantor**"), hereby grants to JURUPA COMMUNITY SERVICES DISTRICT of RIVERSIDE COUNTY, a public agency ("**Grantee**"), its successors and assigns, a permanent easement and right of way in, over, upon, under and across the lands hereinafter described to construct, reconstruct, install replace, remove, repair, alter, operate, maintain, inspect and utilize sewer pipelines, together with any easement roads and appurtenances within the right of way including, but not limited to, cable for communication purposes, and for the ingress and egress throughout the entire easement area and right of way (collectively, "**Easement Area**") in connection with the exercise of any of the foregoing rights. The property subject to this easement is located in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

See Attachment "1" attached hereto and made a part hereof.

It is further understood and agreed that no other easement or easements shall be granted on, under, or over said Easement Area by the Grantor to any person, firm, corporation, or other entity without the previous written consent of said Grantee, subject to existing easements of record.

Grantor, and his successors and assigns, shall not increase or decrease, or permit to be increased or decreased, the now existing ground elevations of said Easement Area and right of way without the prior written consent of Grantee.

Grantor, and Grantor's successors and assigns, further agree that no building, fences, walls or other structures of any kind, or trees, shall be installed, constructed, erected, placed, planted or maintained in any portion of the Easement Area, and no shrubs or other plants or vegetation shall be placed, planted or maintained in the portion of Easement Area which is included within any travel way, and that no changes in the alignment of grading of any such road will be made without prior written consent of the Grantee.

The Permanent Easement, as applicable, shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontractors, and workmen to: (i) perform all activities as may be necessary to facilitate the purposes of the Permanent Easement; (ii) use, control and occupy the Easement Area (iii) have access to, ingress to, and egress from the Easement Area; (iv) construct and utilize an access road within said Easement Area, and to use gates in all fences which now cross said Easement Area; (v) use and temporarily place and operate tools, equipment, machinery, and materials on the Easement Area, and (vi) trim, cut, remove, or clear away any trees, brush, or other vegetation or flora, including the roots thereof, located within the Easement Area. No additional fences or gates or gates shall be constructed across said Easement Area unless approved in writing by the Grantee. Grantee shall also have the right to mark the location of this easement in a manner which will not interfere with Grantor's reasonable and lawful use of said Easement Area.

The covenants contained herein shall run with the land.

Since the construction and installation of the facilities (the "**Facilities**") provided for under the terms of this Grant of Easement will require incidental entry and construction activities upon a portion of the Grantor's property adjacent to the Easement area, the purpose of the following Grant of Temporary Easement is to provide for such incidental activities. Therefore, subject to the provisions described below, Grantor hereby grants to Grantee a temporary, non-exclusive easement over the Grantor's adjacent property (the "**Temporary Construction Easement**") described and depicted in Attachment "2" for the purposes of enabling Grantee to construct and install the Facilities. This Temporary Construction Easement is intended to be temporary and will remain in effect for twenty-four (24) month from a thirty (30) day notice, or until completion of the construction and installation of the Facilities, whichever will occur later. Following completion of such construction and installation of the Facilities, Grantee will execute, acknowledge and provide to Grantor a quitclaim deed or other release to confirm the termination of the Temporary Construction Easement only.

This Grant shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective assigns, heirs and voluntary and involuntary successors in interest.

IN WITNESS WHEREOF, Grantor has executed this instrument this _____ day of

_____, 20_____.

GRANTOR:

JURUPA WESTERN INCORPORATED, a California
corporation

By: _____

Its: _____

NOTARY ACKNOWLEDGMENT
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20____ before me, _____, notary public,
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 of Notary Public

ATTACHMENT "1"

LEGAL DESCRIPTION AND PLAT MAP
OF EASEMENT AREA

(PARCEL 0753-003C)

ATTACHMENT "2"
LEGAL DESCRIPTION AND PLAT MAP OF
TEMPORARY CONSTRUCTION EASEMENT
(PARCEL 0753-003E)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by that certain Grant of Easement to which this Certificate is attached from JURUPA WESTERN INCORPORATED, a California Corporation, to JURUPA COMMUNITY SERVICES DISTRICT, a public agency ("Grantee"), is hereby accepted by the undersigned officer or agent on behalf of the Grantee, pursuant to authority conferred by resolution of the Board of Directors adopted on _____, 20____, and the Grantee consents to recordation thereof.

Dated: _____, 200_____

JURUPA COMMUNITY SERVICES DISTRICT,
a public agency

By: _____
_____(Name)
_____(Title)

ATTEST:

Recorded at request of and return to:
City of Jurupa Valley
City Clerk
8304 Limonite Avenue, Suite M
Jurupa Valley, California 92509

FREE RECORDING

This instrument is for the benefit of
the City of Jurupa Valley, and is
entitled to be recorded without fee.
(Govt. Code 6103)

(Space above this line reserved for Recorder's use)

PROJECT:	CLAY STREET GRADE SEPARATION PROJECT
PARCEL:	0753-003G
APN:	163-400-007 (Portion)

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

JURUPA WESTERN INCORPORATED, a California corporation

GRANTS to the CITY OF JURUPA VALLEY, a municipal corporation, an easement for the placement, construction, maintenance and access to the footing appurtenant to the adjacent retaining wall and within the real property in the City of Jurupa Valley, County of Riverside, State of California, more particularly described as:

See Exhibits "A" and "B" attached hereto
and made a part hereof

PROJECT: CLAY STREET GRADE SEPARATION PROJECT
PARCEL: 0753-003G
APN: 163-400-007 (Portion)

Dated: _____

GRANTOR:

JURUPA WESTERN INCORPORATED, a California corporation

By: _____

Its: _____

By: _____

Its: _____

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

On _____, before me, _____, a Notary Public in and for said County and State, 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]

PROJECT: CLAY STREET GRADE SEPARATION PROJECT
PARCEL: 0753-003G
APN: 163-400-007 (Portion)

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

On _____, before me, _____, a Notary
Public in and for said County and State, 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]

Recorded at request of and return to:
City of Jurupa Valley
City Clerk
8304 Limonite Avenue, Suite M
Jurupa Valley, California 92509

FREE RECORDING

This instrument is for the benefit of
the City of Jurupa Valley, and is
entitled to be recorded without fee.
(Govt. Code 6103)

(Space above this line reserved for Recorder's use)

PROJECT:	CLAY STREET GRADE SEPARATION PROJECT
PARCEL:	0753-003H
APN:	163-400-007 (Portion)

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

JURUPA WESTERN INCORPORATED, a California corporation

GRANTS to the CITY OF JURUPA VALLEY, a municipal corporation, an easement for the placement, construction, maintenance and access to the footing appurtenant to the adjacent retaining wall and also for drainage purposes within the real property in the City of Jurupa Valley, County of Riverside, State of California, more particularly described as:

See Exhibits "A" and "B" attached hereto
and made a part hereof

PROJECT: CLAY STREET GRADE SEPARATION PROJECT
PARCEL: 0753-003H
APN: 163-400-007 (Portion)

Dated: _____

GRANTOR:

JURUPA WESTERN INCORPORATED, a California corporation

By: _____

Its: _____

By: _____

Its: _____

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

On _____, before me, _____, a Notary Public in and for said County and State, 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]

PROJECT: CLAY STREET GRADE SEPARATION PROJECT
PARCEL: 0753-003H
APN: 163-400-007 (Portion)

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

On _____, before me, _____, a Notary
Public in and for said County and State, 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]

COUNTY OF RIVERSIDE, a political subdivision of the State of California
("County"), and

JURUPA WESTERN INCORPORATED, a California Corporation
("Grantor")

PROJECT: Clay Street Grade Separation
PARCEL: 0753-003D
APN: 163-400-007 (portion)

TEMPORARY CONSTRUCTION ACCESS AGREEMENT

This Temporary Construction Access Agreement ("Agreement") is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("County") and JURUPA WESTERN INCORPORATED, a California corporation ("Grantor"). County and Grantor are sometimes collectively referred to as "Parties."

1. RIGHTS GRANTED. The right is hereby granted to County to enter upon and use the land of Grantor in the City of Jurupa Valley, County of Riverside, State of California, described as portion of Assessor's Parcel Number 163-400-007, highlighted on Attachment "1," attached hereto ("Property"), and made a part hereof, to construct a retaining wall on Clay Street, to demolish the multi-tenant building known as 6515 Clay Street located partly within and partly outside of the right-of-way area, and for all purposes necessary to facilitate and accomplish the construction of Clay Street Grade Separation Project ("Project").

2. AFFECTED PARCEL. The temporary construction access, used during construction of the Project, referenced as Parcel No. 0753-003D consisting of approximately 1.114 acres or 48,544 square feet as designated on Attachment "2," attached hereto, and made a part hereof ("TCA Area").

1 3. COMPENSATION. County shall pay to the order of Grantor the sum of
2 Fifteen Thousand Dollars (\$15,000) for the right to enter upon and use the TCA Area in
3 accordance with the terms hereof.

4 4. NOTICE TO GRANTOR. County shall provide a thirty (30) day written
5 notice shall be given to Grantor prior to using the rights herein granted. The rights
6 herein granted may be exercised for twenty-four (24) months from the thirty (30) day
7 written notice, or until completion of said Project, whichever occurs later.

8 5. EQUIPMENT. It is understood that the County may enter upon the TCA
9 Area where appropriate or designated for the purpose of getting equipment to and from
10 the TCA Area. County agrees not to damage the TCA Area in the process of
11 performing such activities.

12 6. REMOVAL OR DISPOSAL. The right to enter upon and use TCA Area
13 includes the right to remove and dispose of Items 1 through 5 listed in Attachment "3."
14 Payment to the Grantor for Items 1 through 5 listed in Attachment "3" is included in
15 Paragraph 3 above (the compensation portion of this Agreement).

16 The Parties acknowledge that the consideration for Item 6 listed in Attachment
17 "3" is included in the Full Settlement Price provided in the Right of Way Acquisition
18 Agreement.

19 7. GRANTOR'S USE OF CONTRACTORS. Grantor shall retain the
20 contractor(s) for Items 1 through 5 of Attachment "3" and Grantor shall directly
21 compensate each contractor for all costs, fees, and/or expenses. The County is not
22 responsible for any payment to the selected contractor(s) and Grantor shall indemnify,
23 defend, protect, and hold County, its officers, employees, successors, and assigns free
24 and harmless from and against any and all claims, liabilities, penalties, forfeitures,
25 losses or expenses, including without limitations, attorney's fees, whatsoever arising
26 from or cause in whole or in part, directly or indirectly, by any actions of the said
27 contractor(s).

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

4 9. HOLD HARMLESS. Grantor shall be held harmless from all claims of
5 third persons arising from the County's use of the TCA Area permitted under this
6 Agreement; however, this hold harmless agreement does not extend to any liability
7 arising from or as a consequence of the presence of hazardous waste on the Property.

8 10. OWNERSHIP. Grantor hereby warrants that they are the owners of the
9 Property and that they have the right to grant County permission to enter upon and use
10 the Property.

11 11. ENTIRE AGREEMENT. This Agreement is the result of negotiations
12 between the parties hereto. This Agreement is intended by the parties as a final
13 expression of their understanding with respect to the matters herein and is a complete
14 and exclusive statement of the terms and conditions thereof. This Agreement
15 supersedes any and all other prior agreements or understandings, oral or written, in
16 connection therewith. No provision contained herein shall be construed against the
17 County solely because it provided or prepared this Agreement.

18 12. MODIFICATIONS IN WRITING. This Agreement shall not be changed,
19 modified, or amended except upon the written consent of the parties hereto.

20 13. SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in
21 interest, shall be bound by all the terms and conditions contained in this Agreement,
22 and all the parties thereto shall be jointly and severally liable thereunder.

23 14. TITLES AND HEADINGS. Titles and headings to articles, paragraphs or
24 subparagraphs herein are for the purpose of convenience and reference only, and shall
25 in no way limit, define or otherwise affect the provisions of this Agreement.

26 15. GOVERNING LAW AND VENUE. Any action at law or in equity brought
27 by either of the Parties hereto for the purpose of enforcing a right or rights providing for
28 by this Agreement shall be tried in a court of competent jurisdiction in the County of

1 Riverside, State of California, and the Parties hereby waive all provisions of law
2 providing for a change of venue in such proceedings to any other county.

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1 16. COUNTERPARTS. This Agreement may be signed in counterpart or
2 duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a
3 signed original for all purposes.

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

6 Dated: JUN 04 2013

7
8 COUNTY:

GRANTOR:

9 COUNTY OF RIVERSIDE,
10 a political subdivision of the
11 State of California

JURUPA WESTERN INCORPORATED,
a California corporation

12 By: John J. Benoit
13 John J. Benoit, Chairman
Board of Supervisors

By: John L. West
Name: JOHN L. WEST

14 Its: PRESIDENT

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

18 By: [Signature]
19 Deputy

20 APPROVED AS TO FORM:
21 Pamela J. Walls
22 County Counsel

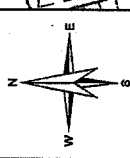
23 By: [Signature]
24 Patricia Munroe
25 Deputy County Counsel

26
27
28 SV:ra/031313/296TR/15.440 S:\Real Property\TYPING\Docs-15.000 to 15.499\15.440.doc

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

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

163-40
163-28
TRA 089-016
089-025
089-055



- Legend**
- Lot Line
 - Right-Of-Way
 - Old Lot Line
 - Reference R.O.W.
 - Other Easements
 - Lease Area
 - Subdivision To Map

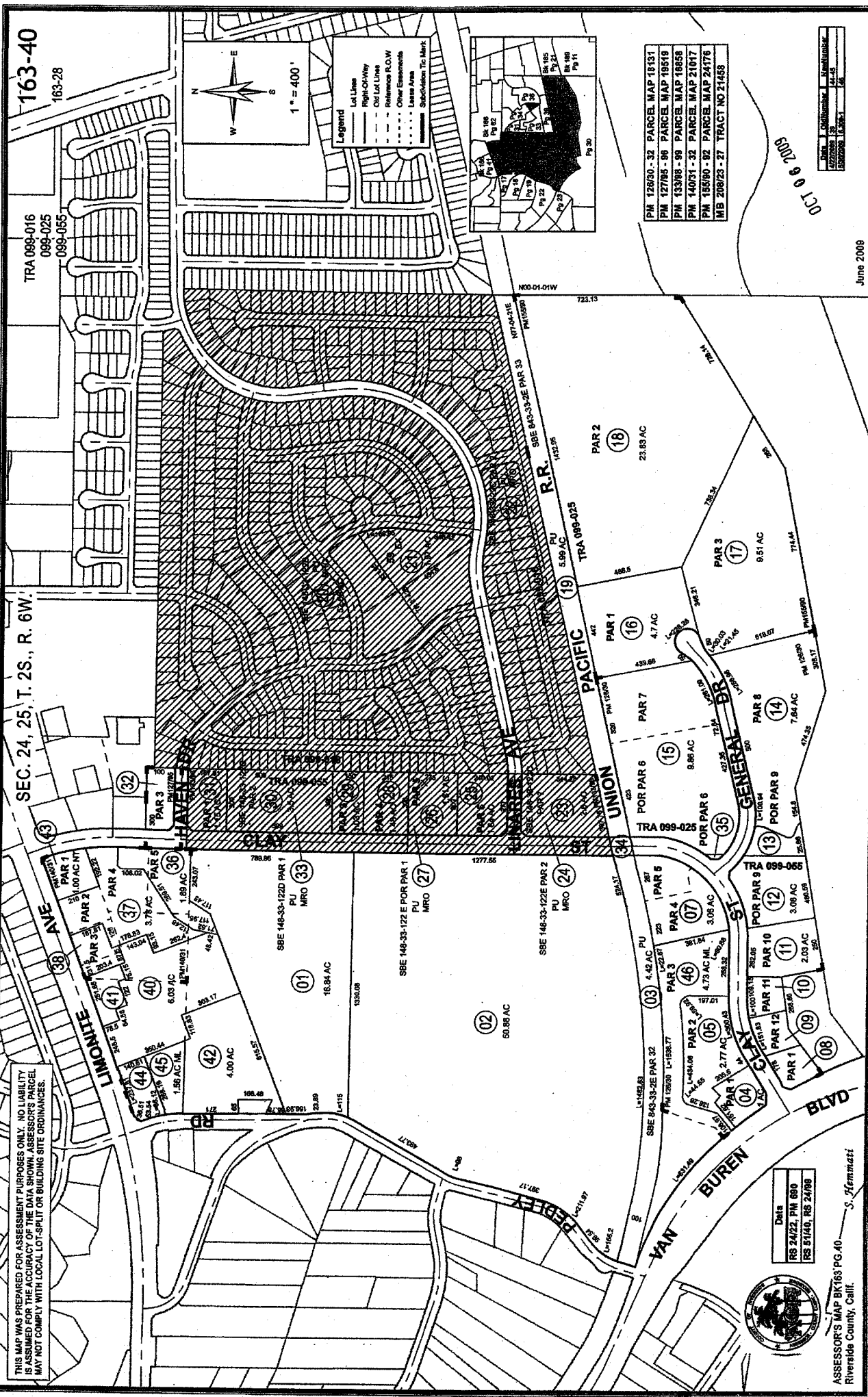


- PM 12650 - 32 PARCEL MAP 18131
- PM 12785 - 96 PARCEL MAP 18519
- PM 13388 - 99 PARCEL MAP 18858
- PM 14071 - 32 PARCEL MAP 21017
- PM 15500 - 92 PARCEL MAP 24176
- MB 20823 - 27 TRACT NO 21458

Date	Drawn By	Reviewed By
02/20/00	JS	JS
03/02/00	JS	JS

Oct 9 2009

June 2009



ASSESSOR'S MAP BK163 PG.40
S. Hemmati
Riverside County, Calif.

Date
RS 24/22, PM 080
RS 51/40, RS 24/98

ATTACHMENT "2"

Legal Description and Plat Map

1. A portion of 163-400-007; Parcel 0753-003D; in favor of the County of Riverside

EXHIBIT "A"
CLAY STREET (GRADE SEPARATION)
LEGAL DESCRIPTION
0753-003D

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, LYING WITHIN A PORTION OF PARCELS 4 AND 5 OF PARCEL MAP 18131 ON FILE IN BOOK 126, PAGES 30 THROUGH 32, INCLUSIVE, 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 GENERAL DRIVE (78.00 FEET WIDE) AS SHOWN ON SAID PARCEL MAP, BEING A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 499.99 FEET AND AN INITIAL RADIAL BEARING OF S 40°28'04" E;

THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID CENTERLINE OF CLAY STREET THROUGH A CENTRAL ANGLE OF 33°53'21", AN ARC DISTANCE OF 295.74 FEET TO A POINT ON A RADIAL LINE FROM SAID CURVE;

THENCE N 06°34'43" W ALONG SAID RADIAL LINE, A DISTANCE OF 44.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 4, BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CLAY STREET AND THE **TRUE POINT OF BEGINNING**;

THENCE N 12°18'29" W ALONG THE WESTERLY LINE OF SAID PARCEL 4, A DISTANCE OF 36.06 FEET;

THENCE N 77°57'57" E, A DISTANCE OF 172.57 FEET;

THENCE N 50°45'35" E, A DISTANCE OF 30.77 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 200.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE WESTERLY LINE OF SAID PARCEL 4;

THENCE N 12°18'29" W ALONG SAID PARALLEL LINE, A DISTANCE OF 85.66 FEET TO THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID PARCEL 5, BEING A POINT ON A LINE PARALLEL WITH AND DISTANT 216.99 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTHERLY LINE OF SAID PARCEL 4, BEING ALSO THE SOUTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY AS DESCRIBED IN DEED BOOK 170 PAGES 252 THROUGH 256, INCLUSIVE, RECORDED AUGUST 3, 1903, OFFICIAL RECORDS OF SAID RECORDER;

THENCE N 77°41'31" E ALONG SAID PARALLEL LINE, A DISTANCE OF 23.00 FEET TO AN ANGLE POINT IN THE EASTERLY LINE OF SAID PARCEL 4;

THENCE N 12°18'29" W ALONG SAID EASTERLY LINE OF PARCEL 4, ALSO BEING THE WESTERLY LINE OF SAID PARCEL 5, A DISTANCE OF 216.99 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 5;

THENCE N 77°41'31" E ALONG SAID SOUTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY AND THE NORTHERLY LINE OF SAID PARCEL 5, A DISTANCE OF 239.91 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 584.50 FEET AND AN INITIAL RADIAL BEARING OF S 80°41'11" E;

THENCE SOUTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 27°35'53", AN ARC DISTANCE OF 281.54 FEET;

THENCE S 78°06'18" W, A DISTANCE OF 22.38 FEET;

THENCE S 11°52'29" E, A DISTANCE OF 14.29 FEET TO A LINE RADIAL TO SAID CENTERLINE OF CLAY STREET;

EXHIBIT "A"
CLAY STREET (GRADE SEPARATION)
LEGAL DESCRIPTION (CONTINUED)
0753-003D

THENCE S 46°30'45" E ALONG SAID RADIAL LINE, A DISTANCE OF 29.97 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 444.99 FEET AND AN INITIAL RADIAL BEARING OF S 46°30'45" E, BEING CONCENTRIC WITH AND DISTANT 55.00 FEET NORTHWESTERLY OF, AS MEASURED RADIALLY TO, SAID CENTERLINE OF CLAY STREET;

THENCE SOUTHWESTERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 09°25'15", AN ARC DISTANCE OF 73.17 FEET TO A POINT ON A LINE RADIAL FROM SAID CURVE;

THENCE N 37°05'30" W ALONG SAID RADIAL LINE, A DISTANCE OF 3.39 FEET;

THENCE N 15°27'40" W, A DISTANCE OF 45.21 FEET;

THENCE S 74°32'19" W, A DISTANCE OF 9.60 FEET;

THENCE S 15°27'40" E, A DISTANCE OF 39.97 FEET;

THENCE S 50°44'54" W, A DISTANCE OF 56.87 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 439.99 FEET AND AN INITIAL RADIAL BEARING OF S 28°45'06" E, BEING CONCENTRIC WITH AND DISTANT 60.00 FEET NORTHWESTERLY OF, AS MEASURED RADIALLY TO, SAID CENTERLINE OF CLAY STREET;

THENCE SOUTHWESTERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 15°23'40", AN ARC DISTANCE OF 118.22 FEET TO A POINT ON A LINE RADIAL TO SAID CURVE;

THENCE S 13°21'26" E ALONG SAID RADIAL LINE, A DISTANCE OF 16.00 FEET, RETURNING TO SAID NORTHERLY RIGHT-OF-WAY LINE OF CLAY STREET, BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 455.99 FEET AND AN INITIAL RADIAL BEARING OF S 13°21'26" E;

THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 06°46'43", AN ARC DISTANCE OF 53.95 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 48,544 SQUARE FEET, OR 1.114 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
4/4/2013



LINE DATA

- ① N 06°34'43" W (R) - 44.00' TEMPORARY CONSTRUCTION EASEMENT
- ② N 12°18'29" W - 36.06'
- ③ N 77°57'57" E - 172.57'
- ④ N 50°45'35" E - 30.77'
- ⑤ N 12°18'29" W - 85.66'
- ⑥ N 77°41'31" E - 23.00'
- ⑦ S 78°06'18" W - 22.38'
- ⑧ S 11°52'29" E - 14.29'
- ⑨ S 46°30'45" E (R) - 29.97'
- ⑩ N 37°05'30" W (R) - 3.39'
- ⑪ N 15°27'40" W - 45.21'
- ⑫ S 74°32'20" W - 9.60' PCL 4
- ⑬ S 15°27'40" E - 39.97'
- ⑭ S 50°44'54" W - 56.87'
- ⑮ S 13°21'26" E (R) - 16.00'
- ⑯ N 77°41'31" E - 27.08'

EXHIBIT "B"

UNION PACIFIC RAILROAD
N 77°41'31" E 266.99' R/W

PM 18131
PMB 126/30-32
PCL 5
APN 163-400-007

PARCEL
0753-003D

48,544 SQ.FT.
1.114 AC.

SO. CAL.
EDISON COMPANY
INST. #243624
10/29/1985

T.2S., R.6W. S.B.M.
SECTION 25

JURUPA RANCHO

T.P.O.B.

CLAY

CITY OF
JURUPA VALLEY

CURVE DATA

A	D - 33°53'21"
	R - 499.99'
	L - 295.74'
	T - 152.33'
B	D - 27°35'53"
	R - 584.50'
	L - 281.54'
	T - 143.56'
C	D - 09°25'15"
	R - 444.99'
	L - 73.17'
	T - 36.67'
D	D - 15°23'40"
	R - 439.99'
	L - 118.22'
	T - 59.47'
E	D - 06°46'43"
	R - 455.99'
	L - 53.95'
	T - 27.01'



ALL DISTANCES SHOWN ARE GRID DISTANCES.
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE
GRID DIST. BY A COMBINATION FACTOR OF 1.000015560024.

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 E. Rayburn* DATE: 4/11/2013

PAR. NO.: 0753-003D

PREPARED BY: KV

SCALE: N.T.S.

DATE: APRIL, 2013

W.O. NO.: B7-0753

SHEET 1 OF 1

ATTACHMENT "3"

Item	Description
1	Approx. 6,500 Sq.Ft. irrigated lawn area
2	2 Large Palm Trees
3	Approx. 8 mature bushes
4	Misc. ground cover
5	One (1) Business Sign
6	Multi-tenant industrial building known as 6515 Clay Street – Consideration has been included in the ROW Acquisition Agreement

1 PROJECT: CLAY STREET GRADE SEPARATION
2 PROJECT

3 PARCEL: 0753-003

4 APN: 163-400-007 (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 JURUPA UNITED KARATE ACADEMY, ("Jurupa United"). County and Jurupa
10 United are sometimes collectively referred to as "Parties."

11 **RECITALS**

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

16 WHEREAS, Jurupa United ("Tenant") is a martial arts training and teaching
17 facility who occupies a portion of the building owned by Jurupa Western Incorporated,
18 a California Corporation ("Jurupa Western"), with the right to use and occupy Units G,
19 H and I of 6515 Clay Street in the City of Jurupa Valley, County of Riverside, State of
20 California, as referenced on the Plat Map identified as Attachment "1," attached hereto
21 and made a part hereof ("Property"); and is also known as Assessor's Parcel Number:
22 163-400-007; and

23 WHEREAS, the County's construction of the Project would impact the
24 improvements located on the portion of the Property and has offered to purchase the
25 building located at 6515 Clay Street from Jurupa Western; and

26 WHEREAS, Jurupa United leases and operates a martial arts training and
27 teaching facility within Units G, H, and I of 6515 Clay Street improved on the portion of
28 the Property, as referenced on the map identified as Attachment "2", attached hereto

1 and made a part hereof ("Units G, H, and I"). The entire fixture and equipment owned
2 by Jurupa United must be removed from Units G, H, and I to accommodate the
3 construction of the Project; and

4 WHEREAS, the Effective Date is the date on which this Agreement is approved
5 and fully executed by County and Jurupa United as listed on the signature page of this
6 Agreement.

7 NOW, THEREFORE, in consideration of the payment and other obligations set
8 forth below, County and Jurupa United mutually agree as follows:

10 **ARTICLE 1. AGREEMENT**

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

13 2. Consideration. Jurupa United agrees to accept County's payment for
14 loss of goodwill and fixtures and equipment listed on Attachment "3" and to release and
15 remit any interest it may have in the Property, under the terms and conditions set forth
16 in this Agreement. The full consideration consists of Fifty Two Thousand Six Hundred
17 and Ten Dollars (\$52,610).

18 A. Loss of Goodwill: It is understood and agreed between the Parties
19 hereto that included in the payment under Paragraph 2 above, is the amount of Seven
20 Thousand Dollars (\$7,000) to compensate Grantors for any and all loss of goodwill.
21 Tenant agrees and acknowledges that the statute which authorizes this payment also
22 provides that compensation for such loss will not be duplicated in the compensation
23 otherwise awarded to the owner.

24 It is further understood and agreed that the undersigned Tenant, as
25 required by State law, shall make the State tax returns of the business available for
26 audit solely for the purpose of assisting and determining the amount of compensation
27 to be paid for the loss of goodwill.
28

1 B. Fixtures and Equipment: The Parties acknowledge that the
2 payment under Paragraph 2 above by the County to Jurupa United includes
3 compensation in the amount of Forty-Five Thousand Six Hundred Ten Dollars
4 (\$45,610) for Items 1 through 52, on Attachment "3".

5 3. County Responsibilities.

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

17 B. Upon the opening of Escrow, the County shall deposit into Escrow
18 the Purchase Price in the amount of Fifty Two Thousand Six Hundred Ten Dollars
19 (\$52,610) (the "Deposit").

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

23 D. County will authorize the Escrow Holder to close Escrow and
24 release the Deposit, in accordance with the provisions herein, to Jurupa United
25 conditioned only upon the satisfaction by County.

26 4. Jurupa United Responsibilities.

27 A. Effective upon the execution of this Agreement, the hereinafter
28 described release of claims provision shall automatically go into force and effect

1 without the need for any further action by the Parties. Jurupa United releases the
2 County, departments, officers, directors, officials, employees, agents, successors,
3 assigns, and its independent contractors from any and all claims that directly or
4 indirectly relate to or arise from one or more of the following: A) The County's above-
5 described Clay Street Grade Separation Project, B) Jurupa United Business, C) the
6 Property, D) The County's acquisition of the Property from the fee simple owner, E)
7 any local, state, or federal laws, including but not limited to the eminent domain laws.
8 Jurupa United shall indemnify, defend and hold harmless the County and its
9 independent contractors free from any claims, causes of action, liabilities, damages,
10 attorney's fees, and costs that directly or indirectly relate to or arise from the County's
11 above-described Clay Street Grade Separation Project and are made, asserted, filed,
12 established, or recovered by Jurupa United, any subtenants or any owner/operator of
13 any business on the Property.

14 B. Jurupa United hereby agrees and consent that all consideration
15 tendered or granted by County to Jurupa United in compliance with Jurupa United
16 obligations under this Agreement, is accepted as full consideration for the Equipment,
17 and Jurupa United shall not seek additional compensation for the removal of any
18 Property for any reason whatsoever.

19 C. Sue and Brian Hayden of Jurupa United Karate Academy has the
20 legal power, right and authority to enter into this Agreement and the instruments
21 referenced herein, to perform its obligations under and to consummate the transaction
22 contemplated by this Agreement.

23 **Article II. MISCELLANEOUS**

24 1. It is mutually understood and agreed by and between the Parties hereto
25 that the right of possession and use of the subject property by County, including the
26 right to remove and dispose of improvements, shall commence upon the execution of
27 this Agreement by all parties. The Purchase Price includes, but is not limited to, full
28 payment for such possession and use.

1 2. This Agreement embodies all of the considerations agreed upon between
2 the County and Jurupa United. This Agreement was obtained without coercion,
3 promises other than those provided herein, or threats of any kind whatsoever by or to
4 either party.

5 3. The performance of this Agreement constitutes the entire consideration
6 for the acquisition of the Property and shall relieve the County of all further obligations
7 or claims pertaining to the acquisition of the Property or pertaining to the location,
8 grade or construction of the proposed public improvement.

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

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

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

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

25 8. Jurupa United and its assigns and successors in interest shall be bound
26 by all the terms and conditions contained in this Agreement, and all the Parties thereto
27 shall be jointly and severally liable thereunder.
28

1 9. This Agreement may be signed in counterpart or duplicate copies, and
2 any signed counterpart or duplicate copy shall be equivalent to a signed original for all
3 purposes.

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

6
7 Dated: JUN 04 2013

8
9 COUNTY OF RIVERSIDE, a political
subdivision of the State of California

10
11 By: John J. Benoit
12 John J. Benoit, Chairman
Board of Supervisors

JURUPA UNITED KARATE ACADEMY

By: Sue Hayden
Sue Hayden

By: Brian Hayden
Brian Hayden

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

17 By: Kecia Harper-Ihem
18 Deputy

19
20 APPROVED AS TO FORM:
21 Pamela J. Walls
County Counsel

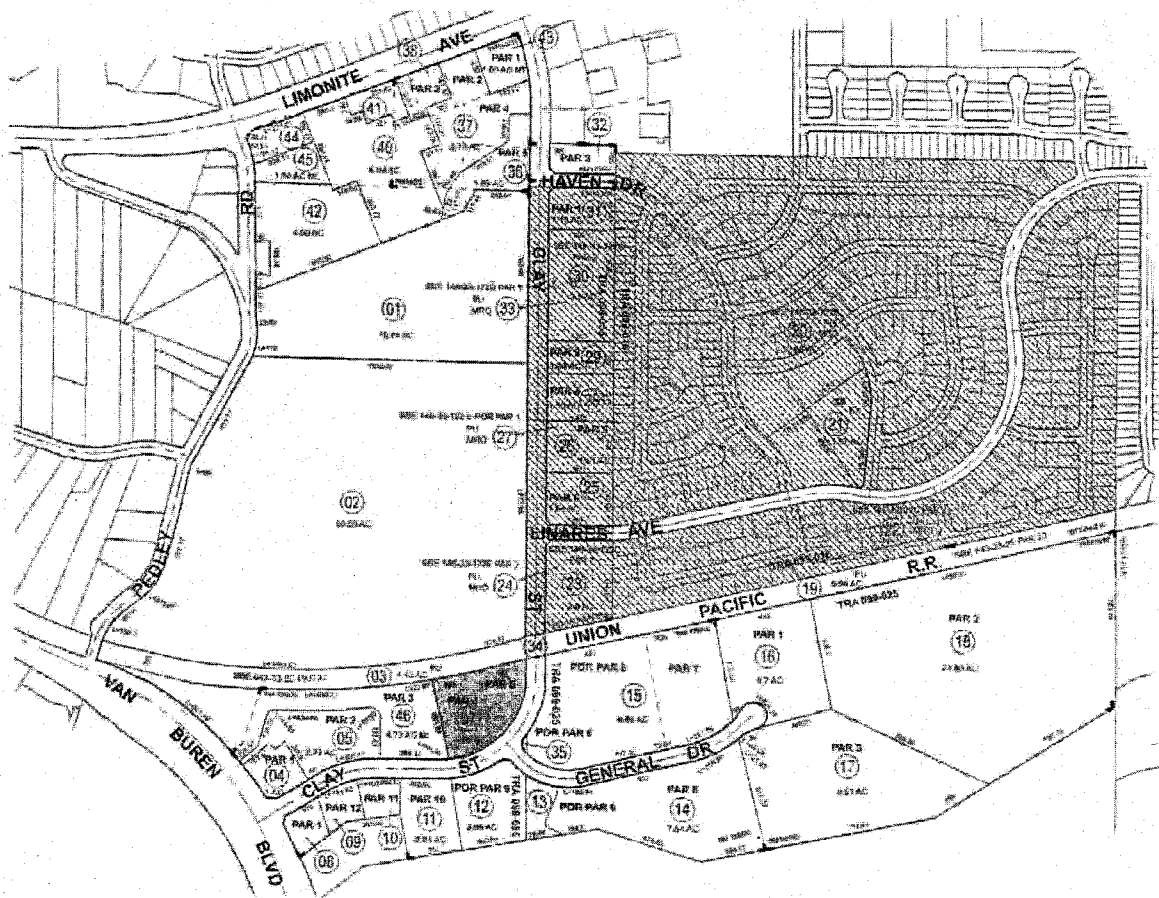
22
23 By: Patricia Munroe
24 Patricia Munroe
Deputy County Counsel

25
26
27
28 SV:ra/032013/296TR/15.443 S:\Real Property\TYPING\Docs-15.000 to 15.499\15.443.doc

ATTACHMENT "1"
Assessor's Plat Map

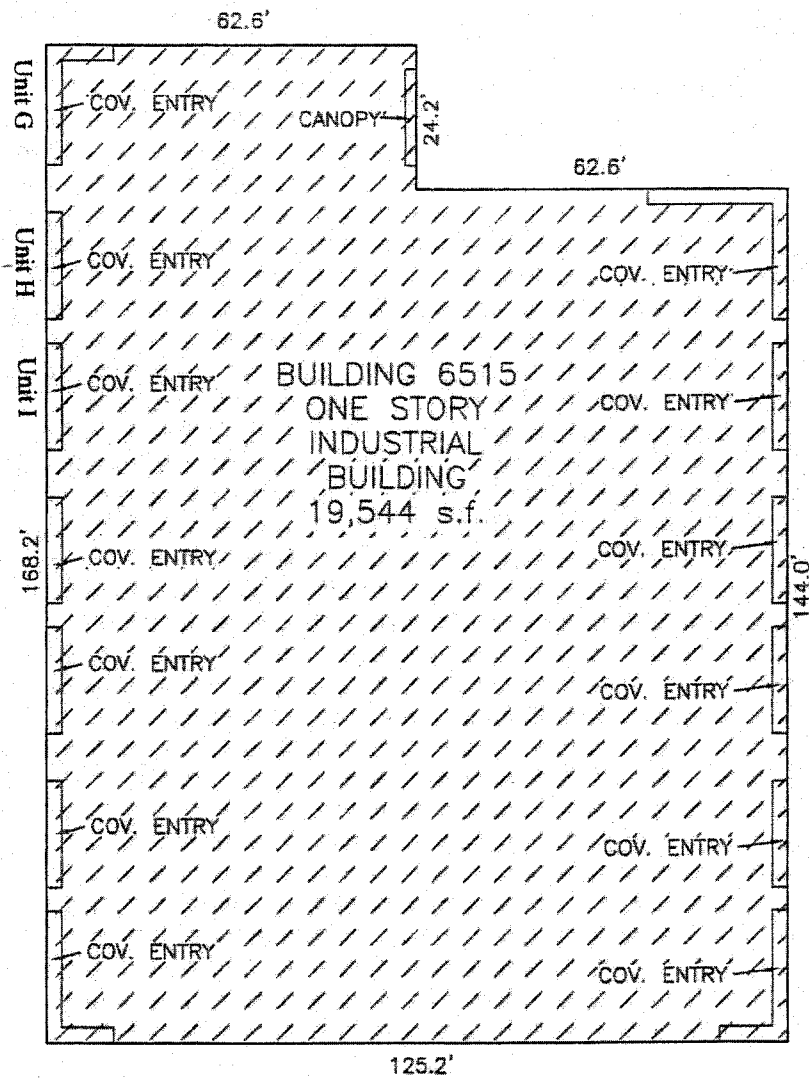
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PLAT MAP



ATTACHMENT "2"

Units G, H, and I - Occupied by Jurupa United Karate Academy



PROJECT:

6515-6519 CLAY STREET

APPRAISER MASON & MASON, Inc.
REAL ESTATE APPRAISERS
& CONSULTANTS

APPRAISAL
SUPPORT
SERVICES, Inc.

DRAWN BY:
THK

VERIFIED BY:
THK

FILE NAME
12MA16

PAGE
2 OF 3

DATE
JUNE, 2012

SCALE
1"=30'

North Hills, CA
(818) 891-0244

ATTACHMENT "3"

Inventory of Fixtures and Equipment

Item	Quantity	Description	Market Value
Improvements Pertaining to the Realty			
1	1	Sign, 6'x4', 2"x4" frame with plywood 2 sides, (2) 4"x4" ground posts, 4.5' high, 2 painted vinyl banners	\$560
2	5	Graphic images, plywood, painted, building attached, 4'x2' overall	\$500
3	1	Banner sign, 5'x2'	\$120
4	1,104	Square feet of matting floor, 2" x4" frame, 16 on center, with 3/4" tongue and groove plywood, 1" foam matting with vinyl covering	\$5,275
5	653	Square feet of commercial carpet, with 1" padding, no glue	\$2,400
6	457	Square feet of commercial carpet, glued, no padding	\$1,025
7	1,034	Square feet of work out floor, 12" vinyl tiles	\$5,550
8	603	Square feet of wall mirrors, painted wood slide-in trim holders	\$9,000
9	150	Square feet of wall mirrors, glued	\$2,150
10	5	Ceiling fans, no lamps	\$750
11	65.5	Linear feet of pony walls, 2"x4" frame, painted plywood 2 sides, 5" wide wood cap, 3 duplex electrical outlets	\$2,800
12	236	Linear feet of baseboard, 3", wood, painted	\$430
13	76	Linear feet of door and corner edging, 3" to 6" wood, painted	\$150
14	1	Group of minor miscellaneous improvements, including but not limited to: 1 television wall mount 1 DVD wall mount, wire, adjustable 1 installation for 6 speakers with wiring 1 lot of installation of wall and ceiling bolts for 2 climb ropes, 3 heavy bags with plywood mounting panels, 12'x8', 2 speed bags, 1 pull-up bar system 1 incidental shelving 1 pad hanger rack 2 martial arts stick racks, wood	\$2,150

Item	Quantity	Description	Market Value
		1 lot miscellaneous hangers, hooks and fasteners 3 wall brackets for fabric screen 1 poster frame, aluminum frame, clear plastic, 3'x 2'	
15	15	Linear feet of cubby holes, 34" high x 19" deep, soft wood, 3-tier	\$450
16	1	Wall shelving unit, 3'x8'x2', painted wood, 7-tier	\$180
17	1	Bulletin board, 3'x3', cork with wood frame	\$135
18	1	Installation for 1 water bubbler, floor unit	\$90
19	1	Water bubbler, wall mounted, Haws, with installation	\$935
20	1	Changing room, 7'x4'x7.5' high, plywood, slide door, wood grid	\$850
		Total Improvements Pertaining to Realty	\$35,500
Movable Fixture and Equipment			
21	1	Speed bag set (3)	\$40
22	1	Group of office items, consisting of 1 desk, 60"x30", metal, laminate top, double pedestal, with return 1 storage cabinet, 4'x5.5', laminate, 2-door 1 garment rack, 2' wide, with 2 wire shelves 2 folding chairs, metal, vinyl pad 1 file cabinet, vertical, 4-drawer, letter size, with lock 1 refrigerator, compact, Haier, 2 cubic feet, with stand, laminate 1 rug, 5'x3' 1 CPU, Gateway, with LCD, 14" 1 fax machine, Brother, Model: MFC-7220 1 print calculator 1 lot of office accessories	\$540
23	1	Group of waiting area items, consisting of: 1 wood train play table 3 chairs, chrome/fabric 8 guest armchairs, oak sled frame, fabric seat and back 1 storage bin, tuff box	\$375
24	1	Group of sparring gear, by Century and Macho, consisting of: 7 chest protectors 20 head protectors	\$25

Item	Quantity	Description	Market Value
		7 pairs of feet protectors 8 air shields 9 fitness balls 1 Wing Chung dummy, custom made 14 Rattan Bo's, long 11 Rattan Bo's, short 8 Nunchukas 6 foam shields 12 double targets 2 climbing ropes 12 hand targets 2 pairs of Give N Take mitts 12 pairs of boxing gloves 11 faux guns 8 chalk knives, foam, custom made	
25	1	Heavy bags, Perma-Bilt, 100 lbs., with wall frames	\$335
26	1	Speed bag, standard wall mount	\$45
27	4	Mats, 4-fold, Pacific Mat	\$525
28	3	Mats, 5-fold	\$285
29	3	Kick box pags, Kid Kick, water base	\$100
30	1	Powerline bag, no base	\$25
31	2	Mats, heavy, 10'x5', 8" thick	\$360
32	1	Sign, "Open", neon, 2-color, 36"	\$45
33	1	Lot of maintenance equipment, consisting of: 1 step ladder, 6' aluminum 1 vacuum cleaner, Eureka, upright 1 extension ladder, 24", aluminum	\$140
34	1	Group of minor miscellaneous items, consisting of: 1 shelving unit, 3'x4', plastic, 4-tier 1 box fan 1 post, 8', wood 2 box speakers, JBL, Model: 2600 1 shelf stereo system, Philips, dual cassette, 3 CD player 1 folding table, 4', plastic 1 banner sign, 8'x4', PVC frame 400 feet of braid rope, 1/2" 100 feet of manila rope, 2" 6 jump ropes and bands 1 floor heater, electric	\$730

Item	Quantity	Description	Market Value
		1 mat, 3-fold, Pacific Mat, small 1 shelving unit, 3'x3', plastic 3 folding chairs, metal, vinyl pad	
35	1	Dual bag wall frame, in storage, not appraised	--
36	1	B.O.B., Slam Man, electronic, water base	\$100
37	1	Leg extension machine, Body-Solid, Pro Club Line	\$600
38	1	B.O.B., Century, water base	\$100
39	6	Kick bags, Wave Master, water base	\$260
40	1	Overhead press machine, Body-Solid, Pro Club line	\$600
41	1	Lateral pull down machine, Body-Solid	\$650
42	1	Leg curl machine, Body-Solid	\$650
43	1	Press machine, Body-Solid	\$600
44	1	Treadmill, Bowflex, Model: 7 series	\$425
45	1	Exercise bench, adjustable	\$30
46	1	Sit-up bench	\$80
47	1	Toe raiser bench	\$65
48	1	Lot of weights, consisting of: 1 set of dumbbells, 5 lbs.-50 lbs., chrome, with rack 1 set of weights, (1) 5, (2) 10, (1) 25, metal plates	\$275
49	1	Water bubbler, Rabjohn, floor model	\$275
50	4	Speakers, JBL, Model: Control 5	\$200
51	4	Interlocking mats, 3'x3'	\$30
52	1	Receiver, Sony, 7.2 channel, with surround speaker set	\$75
		Total Movable Fixture and Equipment	\$10,310
TOTAL FIXTURES AND EQUIPMENT			\$45,610

1 PROJECT: CLAY STREET GRADE SEPARATION
2 PROJECT

3 PARCEL: 0753-003

4 APN: 163-400-007 (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 TELECOMMUNICATIONS BUSINESS SOLUTIONS, ("Telecommunications
10 Business"). County and Telecommunications Business are sometimes collectively
11 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 ("Project"); and

17 WHEREAS, Telecommunications Business ("Tenant") is a telecommunications
18 installation business who occupies a portion of the building owned by Jurupa Western
19 Incorporated, a California Corporation ("Jurupa Western"), with the right to use and
20 occupy Unit M of 6515 Clay Street in the City of Jurupa Valley, County of Riverside,
21 State of California, as referenced on the Plat Map identified as Attachment "1,"
22 attached hereto and made a part hereof ("Property"); and is also known as Assessor's
23 Parcel Number: 163-400-007; and

24 WHEREAS, the County's construction of the Project would impact the
25 improvements located on the portion of the Property and has offered to purchase the
26 building located at 6515 Clay Street from Jurupa Western; and

27 WHEREAS, Telecommunications Business leases and operates a
28 telecommunications installation business within Unit M of 6515 Clay Street improved

1 on the portion of the Property, as referenced on the map identified as Attachment "2",
2 attached hereto and made a part hereof ("Unit M"). The entire fixture and equipment
3 owned by Telecommunications Business must be removed from Unit M to
4 accommodate the construction of the Project; and

5 WHEREAS, the Effective Date is the date on which this Agreement is approved
6 and fully executed by County and Telecommunications Business as listed on the
7 signature page of this Agreement.

8 NOW, THEREFORE, in consideration of the payment and other obligations set
9 forth below, County and Telecommunications Business mutually agree as follows:

10 **ARTICLE 1. AGREEMENT**

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

14 2. **Consideration.** Telecommunications Business agrees to accept County's
15 deferment of claim for the loss of goodwill and Five Thousand Six Hundred Sixty-Five
16 Dollars (\$5,665) for fixtures and equipment and release and remit any interest it may
17 have in the Property, under the terms and conditions set forth in this Agreement.

18 A. **Loss of Goodwill:** It is understood by the undersigned Tenant that
19 the laws of the State of California permit the owner of a business located on property,
20 all or a portion of which is to be acquired for a public improvement, to be compensated
21 for the loss of goodwill to the business provided the owner of the business established
22 that:

23 (i) The loss is caused by the acquiring of the property or the
24 injury to the remaining property.

25 (ii) The loss cannot reasonably be prevented by relocation of
26 the business or by taking steps and adopting procedures that a reasonably prudent
27 person would take and adopt in preserving the goodwill.

1 (iii) Compensation for the loss will not be included in payment
2 under Section 7267 of the Government Code (Relocation Assistance Program).

3 (iv) Compensation for the loss will not be duplicated in the
4 compensation otherwise awarded to the owner.

5 It is further understood and agreed that the undersigned Tenant, as
6 required by State law, shall make the State tax returns of the business available for
7 audit solely for the purpose of assisting and determining the amount of compensation
8 to be paid for the loss of goodwill.

9 It is further understood and agreed that compensation, if any, for the loss
10 of goodwill shall be payable to the undersigned Tenant at a later date following the
11 establishment of proof of such loss. Claims for such loss must be submitted to
12 Yolanda King, Real Property Agent, County of Riverside, Economic Development
13 Agency/Facilities Management, Real Estate Division, 3403 10th Street, Suite 500,
14 Riverside, California 92501, by two (2) years from the effective date of the Right of
15 Way Acquisition Agreement.

16 It is further understood and agreed that if Tenant and the County cannot
17 reach agreement on compensation, if any, for the loss of goodwill by three (3) years
18 from the effective date of the Right of Way Acquisition Agreement, the County shall file
19 a declaratory relief action in superior court for the purpose of determining
20 compensation, if any, for loss of Tenant's business goodwill. It is understood that the
21 sole issues to be determined in any declaratory relief action will be those contained in
22 Code of Civil Procedure Section 1263.510 including the amount of compensation, if
23 any, for Tenant's loss of business goodwill and that no other issues will be raised by
24 Tenant therein or in preliminary proceedings thereto challenging the public use or
25 necessity of the Project, or the utilization therefore of the fee simple owners property.

26 B. Fixtures and Equipment: The Parties acknowledge that the
27 payment by the County to Telecommunications Business includes compensation in the
28

1 amount of Five Thousand Six Hundred Sixty-Five Dollars (\$5,665) for Items 1 through
2 26, on Attachment "3".

3
4 4. County Responsibilities.

5 A. Tender payment in the amount of Five Thousand Six Hundred
6 Sixty-Five Dollars (\$5,665) of the entire Purchase Price to Telecommunications
7 Business within 30 days from the mutual execution of this Agreement.

8 5. Telecommunications Business Responsibilities.

9 A. Effective upon the execution of this Agreement, the hereinafter
10 described release of claims provision shall automatically go into force and effect
11 without the need for any further action by the Parties. Telecommunications Business
12 releases the County, departments, officers, directors, officials, employees, agents,
13 successors, assigns, and its independent contractors from any and all claims that
14 directly or indirectly relate to or arise from one or more of the following: A) The
15 County's above-described Clay Street Grade Separation Project, B)
16 Telecommunications Business, C) the Property, D) The County's acquisition of the
17 Property from the fee simple owner, E) any local, state, or federal laws, including but
18 not limited to the eminent domain laws. Telecommunications Business shall indemnify,
19 defend and hold harmless the County and its independent contractors free from any
20 claims, causes of action, liabilities, damages, attorney's fees, and costs that directly or
21 indirectly relate to or arise from the County's above-described Clay Street Grade
22 Separation Project and are made, asserted, filed, established, or recovered by
23 Telecommunications Business, any subtenants or any owner/operator of any business
24 on the Property.

25 B. Telecommunications Business hereby agrees and consent that all
26 consideration tendered or granted by County to Telecommunications Business in
27 compliance with Telecommunications Business' obligations under this Agreement, is
28 accepted as full consideration for the Equipment, and Telecommunications Business

1 shall not seek additional compensation for the removal of any Property for any reason
2 whatsoever.

3 C. Steve and Kathy Tucker of Telecommunications Business
4 Solutions has the legal power, right and authority to enter into this Agreement and the
5 instruments referenced herein, to perform its obligations under and to consummate the
6 transaction contemplated by 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 subject property by County, including the
10 right to remove and dispose of improvements, shall commence upon the execution of
11 this Agreement by all parties. The Purchase Price includes, but is not limited to, full
12 payment for such possession and use.

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

17 3. The performance of this Agreement constitutes the entire consideration
18 for the acquisition of the Property and shall relieve the County of all further obligations
19 or claims pertaining to the acquisition of the Property or pertaining to the location,
20 grade or construction of the proposed public improvement.

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

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

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

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

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

9 8. Telecommunications Business and its assigns and successors in interest
10 shall be bound by all the terms and conditions contained in this Agreement, and all the
11 Parties thereto shall be jointly and severally liable thereunder.

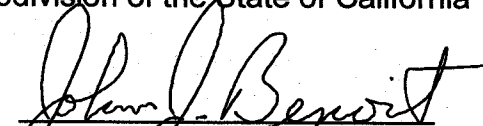
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1 9. This Agreement may be signed in counterpart or duplicate copies, and
2 any signed counterpart or duplicate copy shall be equivalent to a signed original for all
3 purposes.


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

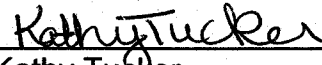
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7 Dated: JUN 04 2013
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9 COUNTY OF RIVERSIDE, a political
10 Subdivision of the State of California

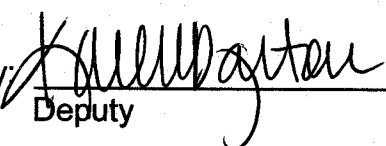
11 By: 
12 John J. Benoit, Chairman
13 Board of Supervisors

TELECOMMUNICATIONS BUSINESS
SOLUTIONS


By: 
Steve Tucker

By: 
Kathy Tucker

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

18 By: 
19 Deputy

20 APPROVED AS TO FORM:
21 Pamela J. Walls
22 County Counsel

23 By: 
24 Patricia Munroe
25 Deputy County Counsel
26
27

28 SV:rc/32613/296TR/15.444

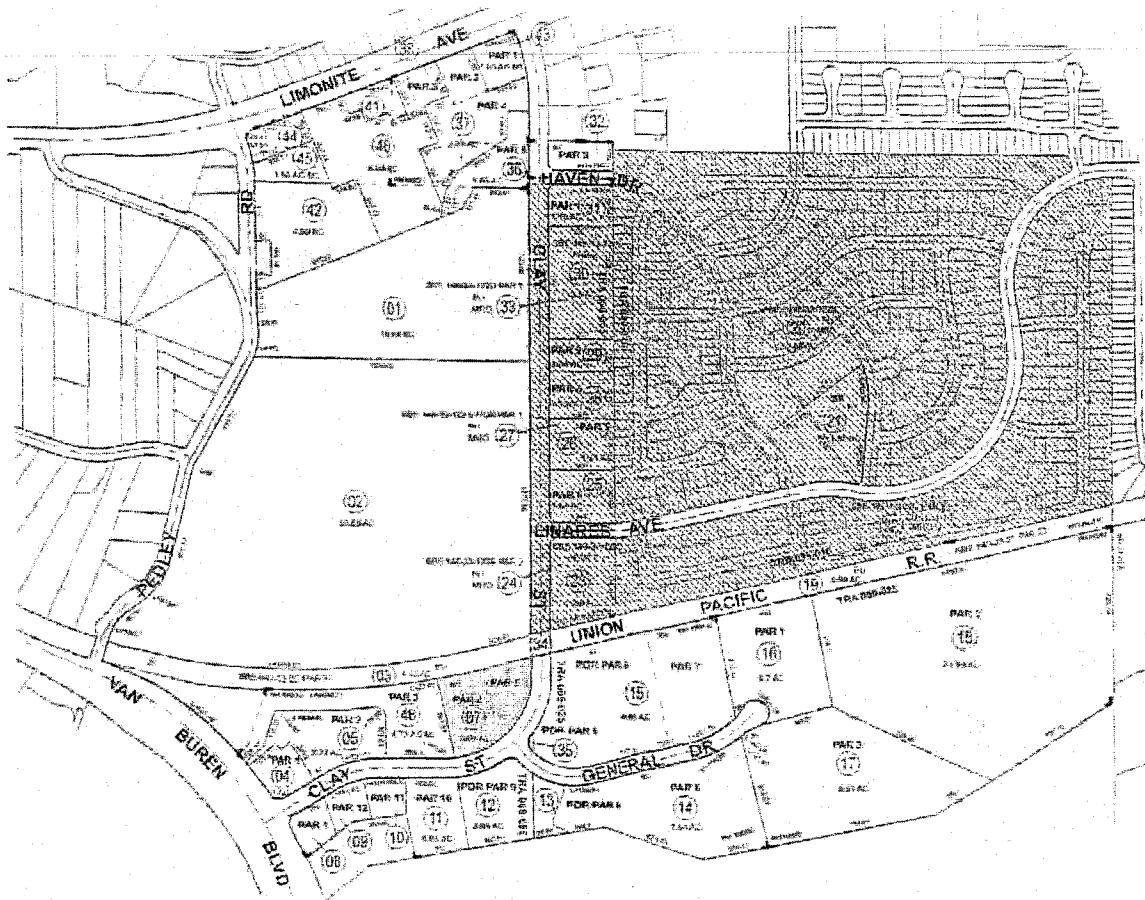
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ATTACHMENT "1"
Assessor's Plat Map

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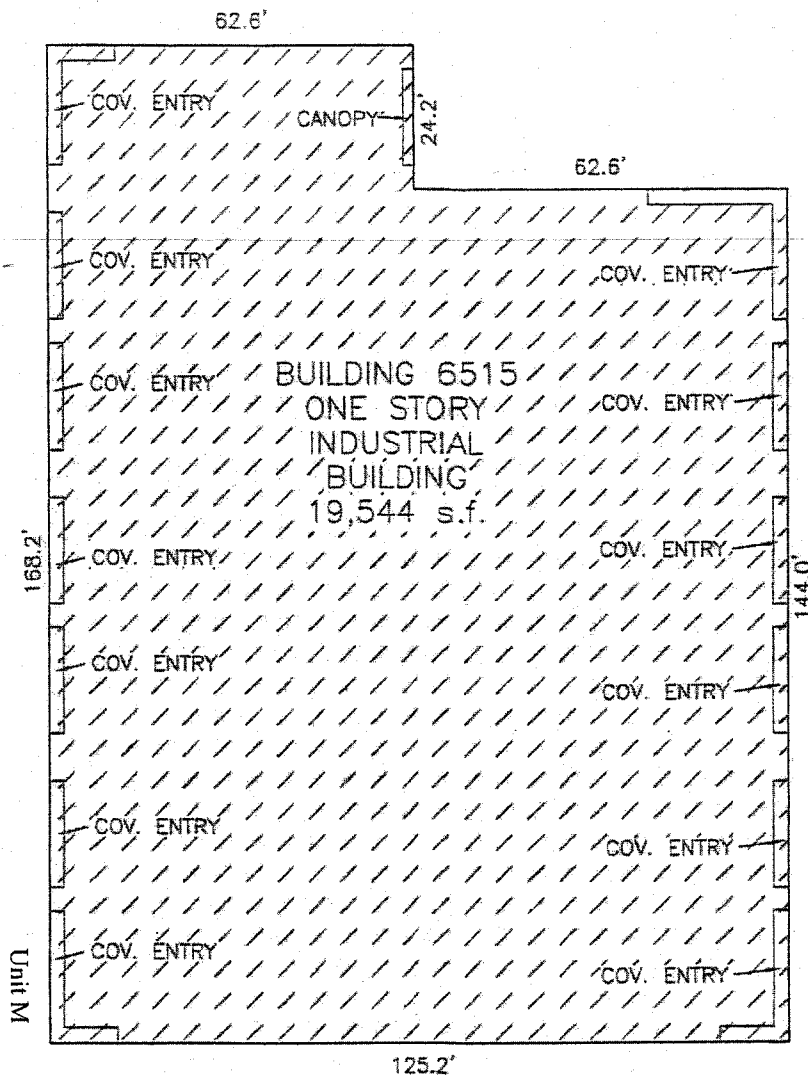
PLAT MAP



ATTACHMENT "2"

Unit M - Occupied by Telecommunications Business Solutions

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PROJECT:

6515-6519 CLAY STREET

APPRAISER MASON & MASON, Inc.
REAL ESTATE APPRAISERS
& CONSULTANTS

APPRAISAL
SUPPORT
SERVICES, Inc.

DRAWN BY:
THK

VERIFIED BY:
THK

FILE NAME
12MA16

PAGE
2 OF 3

DATE
JUNE, 2012

SCALE
1"=30'

North Hills, CA
(818) 891-0244

ATTACHMENT "3"

Inventory of Fixtures and Equipment

Item	Quantity	Description	Market Value
Improvements Pertaining to the Realty			
1	1	Alarm system, ADT, consisting of 1 code pad 1 door contact 1 roll-up door contact 1 motion detector	\$375
2	56	Linear feet of shelving, 5'4" high, 2'7" deep, 3 tier, 2" x 4" framing, plywood decks, plus 8' of shop desk with flip-up shelf end	\$1,280
3	1	Partition wall, 20' wide x 11.5' high, drywall one side, 2"x4" wood framing, 1-pass thru, 48" x 43" with plywood shelf, 2"x4" and plywood, 1-one pass through, with block and tackle pull up board, 80"x 36", 1 hollow-core Dutch door	\$1,680
4	4	Demonstration panels, 8'x4', 2 plywood, 1 dry erase, wall attached, 1 pegboard	\$300
		Total Improvements Pertaining to Realty	\$3,635
Movable Fixture and Equipment			
5	1	Window air conditioner, Whirlpool, Model: ACQ189XS0 Serial: QT2321572	\$175
6	1	Guest armchair, metal tube frame, fabric seat and back	\$15
7	4	Folding chairs	\$30
8	2	Swivel armchairs, vinyl	\$60
9	1	Guest armchair, sled frame, fabric	\$30
10	1	Folding table, 6', laminate	\$35
11	1	Printer, HP, Model: Laserjet P2055dn, 2006	\$140
12	1	Cable modem, SMC, Model: 8013WG with Belkin router	\$100
13	1	All-in-one, HP, Model: OfficeJet 6500, wireless 2010	\$60
14	1	Printer, Brother, Model: HL-3040n	\$50
15	2	Clerk desks, 45", laminate, 1 pedestal	\$75
16	1	Lot of office accessories	\$120
17	1	Desk system, U-shape, 60" desk top, hutch, laminate	\$240
18	1	File cabinet, vertical, 4-drawer, letter size,	\$90

Item	Quantity	Description	Market Value
		with lock	
19	1	File cabinet, vertical, 4-drawer, letter size	\$20
20	1	Group of minor miscellaneous items, consisting of: 1 step ladder, 4', wood 1 floor heater, DeLonghi 1 scanner, Wasp Technologies 2 fire extinguishers, Kidde, 2.5 lbs. 1 telephone system, cordless, AT&T, Model: E5827, answer station 15 milk crates, plastic 1 vacuum, LEC, canister model 1 hand truck 1 trash barrel, Rubbermaid 1 shelving unit, 3'x6', plastic, 5-tier	\$250
21	1	CPU eMachines. Model: ET1161-03, with LCD, Compaq Model: W17q, router 2010	\$275
22	1	Color television, Magnavox, Model: RG4552, Serial: 53258483, 1987	\$40
23	1	Group of safety cones, tubes & barrier sign, with stand	\$120
24	1	CPU, Compaq, Model: Presario SR5210nx, CRT monitor	\$20
25	1	Wheel barrow, True Temper	\$50
26	1	Gravel box, plywood	\$35
		Total Movable Fixture and Equipment	\$2,030
TOTAL FIXTURES AND EQUIPMENT			\$5,665

1 PROJECT: Clay Street Grade Separation Project

2 PARCEL(S): 0753-006A, 0753-006B, 0753-006C, 0753-
3 006D, 0753-006H, 0753-006I, 0753-006J, and
4 0753-006K

5 APN: 163-400-023 (PORTION)

6
7 **RIGHT OF WAY ACQUISITION AGREEMENT**

8 This Right of Way Acquisition Agreement, ("Agreement"), is made by and
9 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California
10 ("County"), and EDDIE R. FISCHER, as Trustee of The Fischer Family Trust
11 established January 24, 1975, as amended and restated January 14, 1988, as to an
12 undivided 40% interest; RALPH R. NIELSON, Trustee of the Ralph R. Nielson Family
13 Trust dated April 3, 2003, as to an undivided 10% interest; HENRY C. COX II, Trustee
14 of the Henry C. Cox, II Survivors Trust dated February 16, 1989, as to an undivided
15 25% interest; and JOHN L. WEST AND BEVERLY J. WEST, Trustees of the John L.
16 West Trust dated March 16, 1978, as to an undivided 25% interest, ("Grantor").
17 County and Grantor are sometimes collectively referred to as "Parties."

18 **RECITALS**

19 WHEREAS, Grantor owns that certain real property located in the City of Jurupa
20 Valley, County of Riverside, State of California, as referenced on the Plat Map
21 identified as Attachment "1," attached hereto and made a part hereof. The real
22 property consisting of 2.6 acres of land improved with an existing lift station and is also
23 known as Assessor's Parcel Number: 163-400-023 ("Property"); and

24 WHEREAS, Grantor desires to sell to the County and the County desires to
25 purchase a portion of the easement interests in the Property ("ROW"), for the purpose
26 of constructing the Clay Street Grade Separation Project ("Project") as follows: an
27 Easement Deed in favor of the City of Jurupa Valley for road purposes referenced as
28 Parcel 0753-006A and described on Attachment "2A" attached hereto and made a part

1 hereof; an Easement Deed in favor of the Jurupa Community Services District for
2 sewer purposes referenced as Parcel 0753-006B and described on Attachment "2B"
3 attached hereto and made a part hereof; an Easement Deed in favor of the Jurupa
4 Community Services District for access purposes referenced as Parcels 0753-006C
5 and 0753-006D and described on Attachment "2C" attached hereto and made a part
6 hereof, an Easement Deed in favor of Southern California Edison for utility and access
7 purposes referenced as Parcels 0753-006H, 0753-006I, and 0753-006J described on
8 Attachment "2D" attached hereto and made a part hereof, and an Easement Deed in
9 favor of the City of Jurupa Valley for footing purposes referenced as Parcel 0753-003K
10 and described on Attachment "2E" attached hereto and made a part hereof, all
11 described pursuant to the terms and conditions set forth herein; and

12 WHEREAS, concurrently with this Agreement, the Parties intend to enter into a
13 Temporary Construction Easement Deed to grant County the right to temporarily use
14 portions of the Property, as described therein, for the construction of the Project,
15 including temporary aerial easement for utility relocation purposes; and

16 WHEREAS, the Effective Date is the date on which this Agreement is approved
17 and fully executed by County and Grantor as listed on the signature page of this
18 Agreement;

19 NOW, THEREFORE, in consideration of the payment and other obligations set
20 forth below, Grantor and County mutually agree as follows:

21 22 **ARTICLE 1. AGREEMENT**

23 1. **Recitals.** All the above recitals are true and correct and by this reference
24 are incorporated herein.

25 2. **Consideration.** For good and valuable consideration, Grantor agrees to
26 sell and convey to the County, and the County agrees to purchase from Grantor all of
27 the Right-of-Way Property described herein, under the terms and conditions set forth in
28 this Agreement. The full consideration for the Right-of-Way Property consists of the

1 purchase price amount for the real property interests to be acquired by the County in
2 the amount of Four Hundred Eighty-Five Thousand Dollars (\$485,000) ("Full
3 Settlement"). The Full Settlement Price is to be distributed to the respective parties of
4 Grantor in accordance with this Agreement, as shown on Attachment "3," attached
5 hereto and made a part hereof.

6 3. County Responsibilities.

7 A. Upon the mutual execution of this Agreement, County will open
8 escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"). Promptly on the
9 Escrow Holder's request the Parties shall execute such additional Escrow instructions
10 as are reasonably required to consummate the transaction contemplated by this
11 Agreement and are not inconsistent with this Agreement. In the event of any conflict
12 between the terms of this Agreement and any additional Escrow instructions, the terms
13 of this Agreement shall control. The Escrow Holder will hold all funds deposited by the
14 County in an escrow account ("Escrow Account") that is interest bearing and at a bank
15 approved by County with interest accruing for the benefit of County. The Escrow
16 Account shall remain open until all charges due and payable have been paid and
17 settled; any remaining funds shall be refunded to the County.

18 B. Upon the opening of Escrow, the County shall deposit the
19 Consideration as follows:

20 i. Full Settlement Price. Deposit into Escrow the Full
21 Settlement Price in the amount of Four Hundred Eighty-Five Thousand Dollars
22 (\$485,000) (the "Deposit").

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

24 i. Closing Costs. County will deposit to Escrow Holder
25 amounts sufficient for all escrow, recording and reconveyance fees incurred in this
26 transaction, and if title insurance is desired by County, the premium charged therefore.
27 Said escrow and recording charges shall not include documentary transfer tax as
28

1 County is exempt pursuant to Ca Govt. Code section 6103 and Ca Revenue and
2 Taxation Code section 11922.

3 ii. County will deposit all other such documents consistent with
4 this Agreement as are reasonably required by Escrow Holder or otherwise to close
5 Escrow.

6 D. County will authorize the Escrow Holder to close Escrow and
7 release the Deposit, in accordance with the provisions herein, to Grantor conditioned
8 only upon the satisfaction by County.

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

12 a. The five (5) easement deeds executed, acknowledged
13 and delivered to Yolanda King, Real Property Agent for the County or to Escrow
14 Holder, substantially in the forms attached hereto as Attachment "4," (Easement
15 Deeds) granting the portion of the Property, subject to the following:

16 1. Free and clear of all liens, encumbrances,
17 easements, leases (recorded or unrecorded), and taxes except those encumbrances
18 and easements which, in the sole discretion of the County, are acceptable, except:

19 2. Current fiscal year, including personal
20 property tax, if any, and any further assessment thereto under Chapter 3.5 of Revenue
21 and Taxation Code of the State of California;

22 3. Easements or rights of way of record over said
23 land for public or quasi-public utility or public street purposes, if any;

24 4. Any items on the Preliminary Title Report
25 (PTR) not objected to by County in a writing provided to Escrow Holder before the
26 Close of Escrow;

27 5. Any other taxes owed whether current or
28 delinquent are to be made current.

1 E. At closing or Close of Escrow, County is authorized to deduct and
2 pay from amount shown in the Deposit, any amount necessary to satisfy and handle all
3 real property taxes, bonds, and assessments in the following manner:

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

6 b. Pay any unpaid liens or taxes together with penalties, cost
7 and interest thereon, and any bonds or assessments that are due on the date title is
8 transferred.

9 F. County shall direct Escrow Holder to disburse purchase price
10 minus any and all charges due upon Close of Escrow in accordance with the escrow
11 instructions contained in this Agreement.

12 4. Grantor Responsibilities.

13 A. Execute and acknowledge an Easement Deed in favor of the City
14 of Jurupa Valley for road purposes dated 4-16-13 identified as Parcel Number
15 0753-006A; an Easement Deed in favor of the Jurupa Community Services District for
16 sewer purposes dated 4-16-13 identified as Parcel Number 0753-006B; an
17 Easement Deed in favor of the Jurupa Community Services District for access
18 purposes dated 4-16-13 identified as Parcel Numbers 0753-006C and 0753-006D;
19 an Easement Deed in favor of Southern California Edison for utility and access
20 purposes dated 4-16-13 identified as Parcel Numbers 0753-006H, 0753-006I
21 and 0753-006J; and an Easement Deed in favor of the City of Jurupa Valley for footing
22 purposes dated 4-16-13 identified as Parcel Number 0753-006K; and deliver
23 deeds to Yolanda King, Real Property Agent for the County or to the Escrow Holder.

24 B. Grantor shall indemnify, defend, protect, and hold the County of
25 Riverside, its Agencies, Districts, Departments, their respective directors, Board of
26 Supervisors, elected and appointed officials, employees, agents, representatives,
27 successors, and assigns free and harmless from and against any and all claims,
28 liabilities, penalties, forfeitures, losses, or expenses, including without limitation,

1 attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or
2 indirectly, by either (a) the presence in, within, under, or about the parcel for the
3 presence of hazardous materials, toxic substances, or hazardous substances as a
4 result of Grantor's use, storage, or generation of such materials or substances or (b)
5 Grantor's failure to comply with any federal, state, or local laws relating to such
6 materials or substances. For the purpose of this Agreement, such materials or
7 substances shall include without limitation hazardous substances, hazardous
8 materials, or toxic substances as defined in the Comprehensive Environmental
9 Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. section
10 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. sections 5101 to
11 5128; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901-87
12 (1988); and those substances defined as hazardous wastes in section 25117 of the
13 California Health and Safety Code or hazardous substances in section 25316 of the
14 California Health; and in the regulations adopted in publications promulgated pursuant
15 to said laws.

16 C. Grantor shall be obligated hereunder to include without limitation,
17 and whether foreseeable or unforeseeable, all costs of any required or necessitated
18 repair, clean-up, detoxification, or decontamination of the parcel, and the preparation
19 and implementation of any closure, remedial action, or other required plans in
20 connection therewith, and such obligation shall continue under the parcel has been
21 rendered in compliance with applicable federal, state, and local laws, statutes,
22 ordinances, regulations, and rules.

23 **Article II. MISCELLANEOUS**

24 1. County is a public entity possessing the authority to acquire real property
25 through eminent domain proceedings. The Parties acknowledge that the Property is
26 being conveyed by Grantor to County in lieu of condemnation by County.

27 Both Grantor and County recognize the expense, time, effort, and risk to both
28 Parties in determining the compensation for the ROW by eminent domain litigation.

1 The compensation set forth herein for the property is in compromise and settlement, in
2 lieu of such litigation.

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

8 3. This Agreement embodies all of the considerations agreed upon between
9 the County and Grantor. This Agreement was obtained without coercion, promises
10 other than those provided herein, or threats of any kind whatsoever by or to either
11 party.

12 4. The performance of this Agreement constitutes the entire consideration
13 for the acquisition of the Property and shall relieve the County of all further obligations
14 or claims pertaining to the acquisition of the Property or pertaining to the location,
15 grade or construction of the proposed public improvement.

16 5. This Agreement is made solely for the benefit of the Parties to this
17 Agreement and their respective successors and assigns, and no other person or entity
18 may have or acquired any right by virtue of this Agreement.

19 6. This Agreement shall not be changed, modified, or amended except upon
20 the written consent of the Parties hereto.

21 7. This Agreement is the result of negotiations between the Parties and is
22 intended by the Parties to be a final expression of their understanding with respect to
23 the matters herein contained. This Agreement supersedes any and all other prior
24 agreements and understandings, oral or written, in connection therewith. No provision
25 contained herein shall be construed against the County solely because it prepared this
26 Agreement in its executed form.

27 8. Any action at law or in equity brought by either of the Parties for the
28 purpose of enforcing a right or rights provided for by this Agreement shall be tried in a

1 court of competent jurisdiction in the County of Riverside, State of California, and the
2 Parties hereby waive all provisions of law providing for a change of venue in such
3 proceedings to any other county.

4 9. Grantor and its assigns and successors in interest shall be bound by all
5 the terms and conditions contained in this Agreement, and all the Parties thereto shall
6 be jointly and severally liable thereunder.

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