

10. 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: APRIL 16, 2013

COUNTY:

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

GRANTOR:

EDDIE R. FISCHER, as Trustee of the Fischer  
Family established January 24, 1975, as  
amended and restated January 14, 1988, as to  
an undivided 40% interest

By: John J. Benoit

John J. Benoit, Chairman  
Board of Supervisors

By: Eddie R. Fischer

Eddie R. Fischer, Trustee

ATTEST:

Kecia Harper-Ihem  
Clerk of the Board

By: Kecia Harper-Ihem

Deputy

RALPH R. NIELSON, Trustee of the Ralph R.  
Nielson Family Trust dated April 3, 2003, as to  
an undivided 10% interest

By: Ralph R. Nielson

Ralph R. Nielson, Trustee

APPROVED AS TO FORM:

Pamela J. Walls  
County Counsel

By: Pamela J. Walls

Patricia Munroe  
Deputy County Counsel

HENRY C. COX II, Trustee of the Henry C.  
Cox, II Survivor's Trust dated February 16,  
1989, as to an undivided 25% interest

By: Henry C. Cox, II

Henry C. Cox, II, Trustee

JOHN L. WEST AND BEVERLY J. WEST,  
Trustees of the John L. West Trust dated  
March 16, 1978, as to an undivided 25%  
interest

By: John L. West

John L. West, Trustee

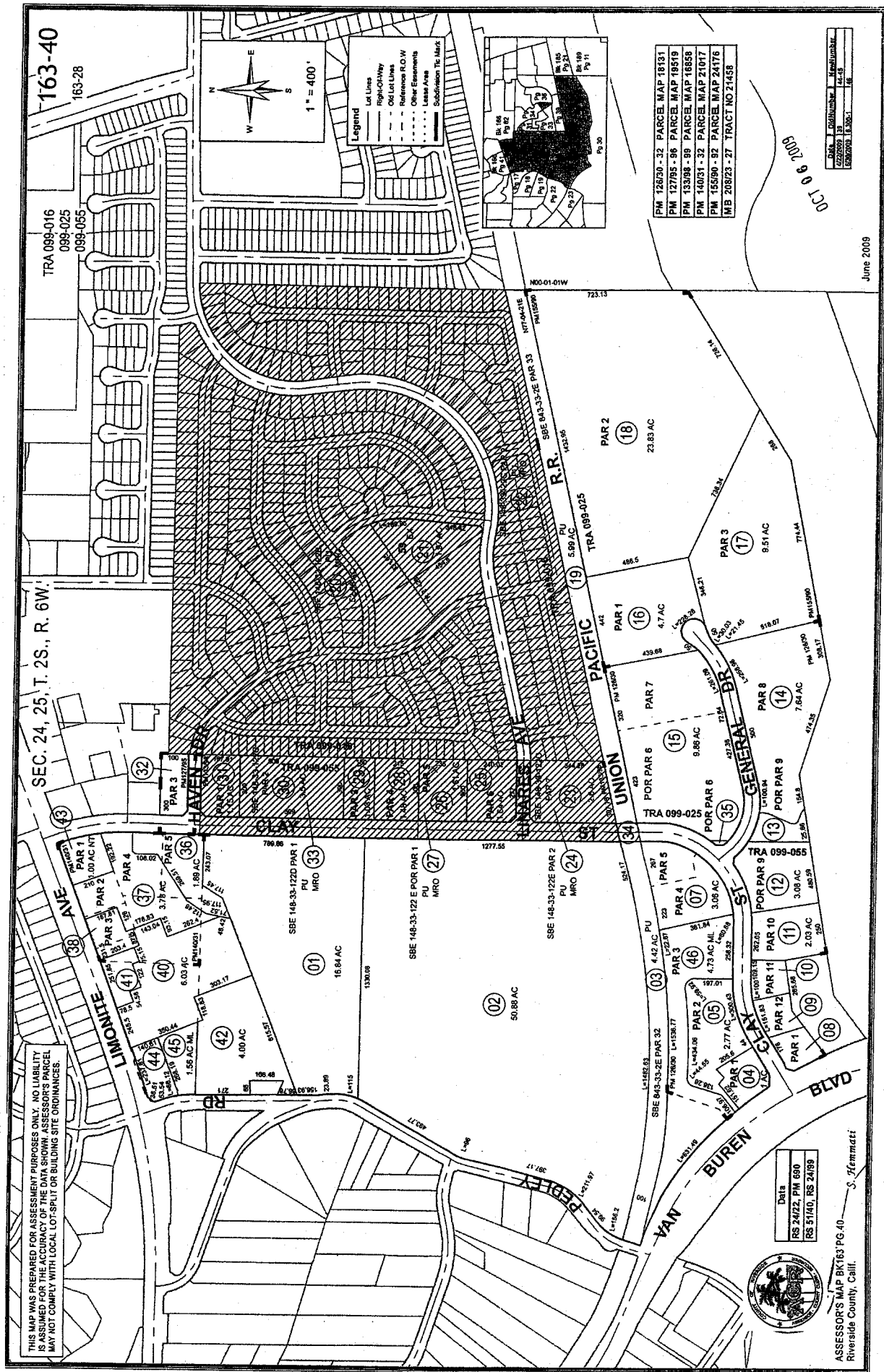
By: Beverly J. West

Beverly L. West, Trustee

SV:ra/031413/296TR/15.602 S:\Real Property\TYPING\Docs-15.500 to 15.999\15.602.doc

**ATTACHMENT "1"**  
**Assessor's Plat Map**

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ATTACHMENT "2"

Legal Description & Plat Map

"2A" – Road Easement

1. A portion of APN: 163-400-023; Parcel 0753-006A in favor of the City of Jurupa Valley

"2B" – Utility Easement

2. A portion of APN: 163-400-023; Parcel 0753-006B in favor of the Jurupa Community Services District

"2C" – Access Easements

3. A portion of APN: 163-400-023; Parcels 0753-006C and 0753-006D in favor of the Jurupa Community Services District

"2D" – Utility and Access Easements

4. A portion of APN 163-400-023; Parcels 0753-006H, 0753-006I, and 0753-006J in favor of Southern California Edison

"2E" – Footing Easement

5. A portion of APN 163-400-023; Parcel 0753-006K in favor of the City of Jurupa Valley

**EXHIBIT "A"**  
**CLAY STREET (GRADE SEPARATION)**  
**LEGAL DESCRIPTION**  
**0753-006A**

BEING A PORTION OF PARCEL 7 OF PARCEL MAP 16858 ON FILE IN BOOK 133, PAGES 98 AND 99 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID PARCEL MAP LYING WITHIN SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST OF THE SECTIONALIZED SURVEY OF THE JURUPA RANCHO ON FILE IN BOOK 9, PAGE 26 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

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

THENCE S 00°36'10" W ALONG SAID CENTERLINE OF CLAY STREET, A DISTANCE OF 446.07 FEET;

THENCE S 89°23'50" E, A DISTANCE OF 44.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 7, BEING THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SAID CLAY STREET AND THE NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY (100.00 FOOT FULL-WIDTH), AS SHOWN ON SAID PARCEL MAP, AND THE **TRUE POINT OF BEGINNING**;

THENCE N 00°36'10" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 389.07 FEET TO THE MOST-SOUTHERLY CORNER OF LOT "C" ( LINARES AVENUE ) AS SHOWN BY SAID PARCEL MAP, BEING A POINT ON THE RIGHT-OF-WAY CORNER CUTBACK LINE;

THENCE N 44°23'02" E ALONG SAID RIGHT-OF-WAY CORNER CUTBACK LINE, A DISTANCE OF 33.24 FEET TO AN ANGLE POINT IN SAID LOT "C", BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LINARES AVENUE;

THENCE S 89°23'50" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 199.50 FEET;

THENCE S 00°36'10" W, A DISTANCE OF 1.10 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 34.10 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF LINARES AVENUE;

THENCE N 89°23'50" W ALONG SAID PARALLEL LINE, A DISTANCE OF 199.72 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 1.10 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID RIGHT-OF-WAY CORNER CUTBACK LINE;

THENCE S 44°23'02" W ALONG SAID PARALLEL LINE, A DISTANCE OF 32.05 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 44.60 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF CLAY STREET;

THENCE S 00°36'10" W ALONG SAID PARALLEL LINE A DISTANCE OF 388.70 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 7, BEING SAID NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE S 77°41'31" W ALONG SAID SOUTHERLY LINE OF PARCEL 7, A DISTANCE OF 0.62 FEET TO THE **TRUE POINT OF BEGINNING**.

EXHIBIT "A"  
CLAY STREET (GRADE SEPARATION)  
LEGAL DESCRIPTION (CONTINUED)  
0753-006A

CONTAINING: 472 SQUARE FEET, OR 0.011 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000015560 TO OBTAIN GROUND DISTANCE.

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

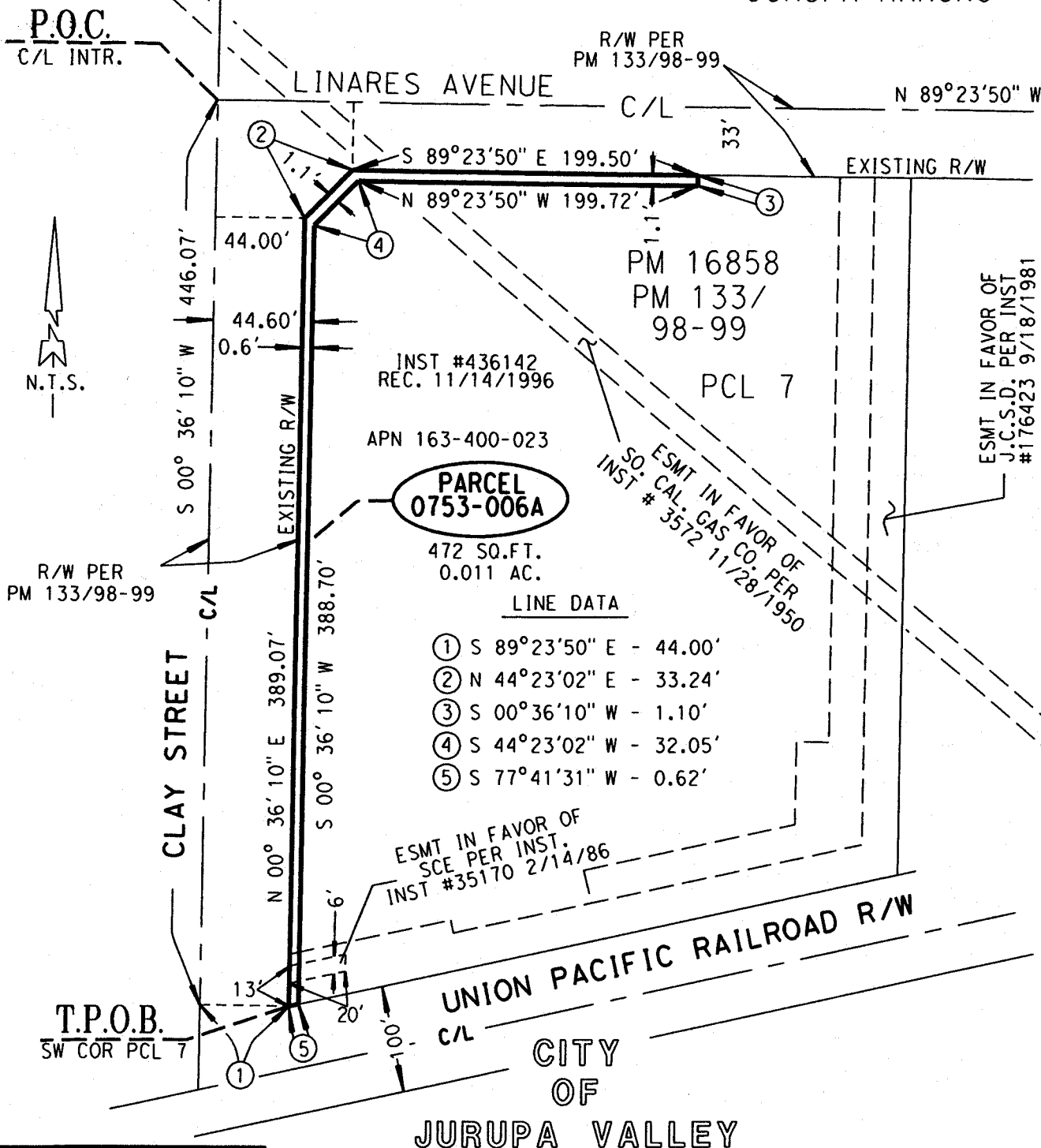
SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn  
DATE: 4/10/2013



# 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 1.000015560.

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: 4/10/2013

PAR. NO.: 0753-006A

PREPARED BY: DGO

SCALE: N.T.S.

DATE: APRIL, 2013

W.O. NO.: B7-0753

SHEET 1 OF 1

**EXHIBIT "A"**  
**CLAY STREET (GRADE SEPARATION)**  
**LEGAL DESCRIPTION**  
**0753-006B**

AN EASEMENT FOR SEWER PURPOSES, BEING A PORTION OF PARCEL 7 OF PARCEL MAP 16858 ON FILE IN BOOK 133, PAGES 98 AND 99 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID PARCEL MAP LYING WITHIN SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST OF THE SECTIONALIZED SURVEY OF THE JURUPA RANCHO ON FILE IN BOOK 9, PAGE 26 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

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

THENCE S 00°36'10" W ALONG SAID CENTERLINE OF CLAY STREET, A DISTANCE OF 372.63 FEET;

THENCE S 89°23'50" E, A DISTANCE OF 185.35 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 40.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTHERLY LINE OF SAID PARCEL 7, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 77°41'31" E ALONG SAID PARALLEL LINE, A DISTANCE OF 111.43 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 50.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EASTERLY LINE OF SAID PARCEL 7;

THENCE N 00°36'10" E ALONG SAID PARALLEL LINE, A DISTANCE OF 30.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 317.74 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF LINARES AVENUE;

THENCE S 89°23'50" E ALONG SAID PARALLEL LINE, A DISTANCE OF 20.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 30.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID EASTERLY LINE OF PARCEL 7;

THENCE N 00°36'10" E ALONG SAID PARALLEL LINE, A DISTANCE OF 284.74 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LINARES AVENUE;

THENCE S 89°23'50" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 20.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID EASTERLY LINE OF PARCEL 7;

THENCE S 00°36'10" W ALONG SAID PARALLEL LINE, A DISTANCE OF 328.38 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 20.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID SOUTHERLY LINE OF PARCEL 7;

THENCE S 77°41'31" W ALONG SAID PARALLEL LINE, A DISTANCE OF 137.62 FEET;

THENCE N 12°18'29" W, A DISTANCE OF 20.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 6,442 SQUARE FEET, OR 0.148 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*  
4/10/2013





**EXHIBIT "B"**  
"SEWER EASEMENT"

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

**P.O.C.**  
C/L INTR.



**LINEARES AVENUE**

R/W PER  
PM 133/98-99

N 89°23'50" W

EXISTING R/W

INST #436142  
REC. 11/14/1996

PCL 7

APN 163-400-023

**LINE DATA**

- ① S 89°23'50" E - 185.35'
- ② N 77°41'31" E - 111.43'
- ③ N 00°36'10" E - 30.00'
- ④ S 89°23'50" E - 20.00'
- ⑤ N 00°36'10" E - 284.74'
- ⑥ S 89°23'50" E - 10.00'
- ⑦ S 00°36'10" W - 328.38'
- ⑧ S 77°41'31" W - 137.62'
- ⑨ N 12°18'29" W - 20.00'

**PARCEL**  
**0753-006B**

6,442 SQ.FT.  
0.148 AC.

PM 16858  
PMB 133/98-99

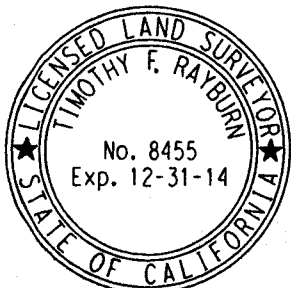
**T.P.O.B.**

**UNION PACIFIC RAILROAD R/W**

ESMT IN FAVOR OF  
J.C.S.D. PER  
INST #176423 9/18/1981

**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 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.: 0753-006B

PREPARED BY: DGO

SCALE: N.T.S.

DATE: APRIL, 2013

W.O. NO.: B7-0753

SHEET 1 OF 1

APPROVED BY: *[Signature]* DATE: 4/10/2013

**EXHIBIT "A"**  
**CLAY STREET (GRADE SEPARATION)**  
**LEGAL DESCRIPTION**  
**0753-006C**

AN EASEMENT FOR ACCESS PURPOSES, BEING A PORTION OF PARCEL 7 OF PARCEL MAP 16858 ON FILE IN BOOK 133, PAGES 98 AND 99 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID PARCEL MAP 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 (44.00 FOOT EASTERLY HALF-WIDTH) AND THE CENTERLINE OF LINARES AVENUE (33.00 FOOT SOUTHERLY HALF-WIDTH) AS SHOWN ON SAID PARCEL MAP;

THENCE S 00°36'10" W ALONG SAID CENTERLINE OF CLAY STREET, A DISTANCE OF 370.66 FEET;

THENCE S 89°23'50" E, A DISTANCE OF 193.96 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 150.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EASTERLY LINE OF SAID PARCEL 7, SAID POINT BEING ON THE NORTHWESTERLY LINE OF PARCEL 0753-006B RECORDED \_\_\_\_\_ 20\_\_\_\_\_, AS INSTRUMENT NUMBER \_\_\_\_\_, OFFICIAL RECORDS OF SAID RECORDER AND THE **TRUE POINT OF BEGINNING**;

THENCE N 00°36'10" E ALONG SAID PARALLEL LINE, A DISTANCE OF 79.45 FEET;

THENCE PERPENDICULAR FROM LAST SAID COURSE, S 89°23'50" E, A DISTANCE OF 120.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 0753-006B;

THENCE THE FOLLOWING FOUR (4) COURSES BEING ALONG THE BOUNDARY OF SAID PARCEL 0753-006B;

- 1) S 00°36'10" W ALONG SAID WESTERLY LINE, A DISTANCE OF 26.53 FEET TO AN ANGEL POINT THEREIN;
- 2) N 89°23'50" W, A DISTANCE OF 20.00 FEET TO AN ANGEL POINT THEREIN;
- 3) S 00°36'10" W, A DISTANCE OF 30.00 FEET TO AN ANGEL POINT THEREIN;
- 4) S 77°41'31" W, A DISTANCE OF 102.60 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 7,330 SQUARE FEET, OR 0.168 ACRES, MORE OR LESS.

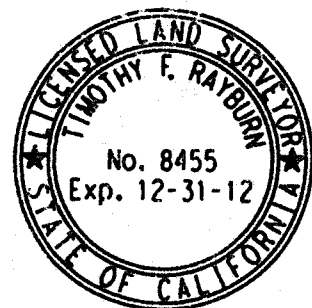
THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000015560 TO OBTAIN GROUND DISTANCE.

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.  
JURUPA RANCHO

N 89°23'50" W LINARES AVENUE

— 370.66' —  
CLAY STREET

R/W PER  
PM 133/98-99

S 00° 36' 10" W

EXISTING R/W

PCL 7

- ① S 89°23'50" E - 193.96'
- ② N 00°36'10" E - 79.45'
- ③ S 89°23'50" E - 120.00'
- ④ S 00°36'10" W - 26.53'
- ⑤ N 89°23'50" W - 20.00'
- ⑥ S 00°36'10" W - 30.00'
- ⑦ S 77°41'31" W - 102.60'

PARCEL  
0753-006C

7,330 SQ.FT.  
0.168 AC.

T.P.O.B.

INST #436142  
NOV. 14, 1996

PCL 0753-0068

INST.#

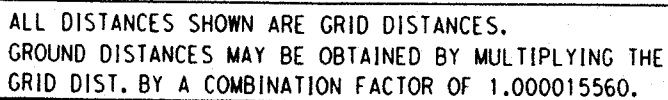
REC:

UNION PACIFIC RAILROAD R/W

CITY  
OF

# JURUPA VALLEY

ESMT IN FAVOR OF  
J.C.S.D. PER  
INST #176423 9/18/1981



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.

PAR. NO.: 0753-006C

PREPARED BY: DGO, KC-B

SCALE: N.T.S.

DATE: JUNE, 2012

W.O. NO.: B7-0753

APPROVED BY: James G. Ruff DATE: 6/14/2012

SHEET 1 OF 1

**EXHIBIT "A"**  
**CLAY STREET (GRADE SEPARATION)**  
**LEGAL DESCRIPTION**  
**0753-006D**

AN EASEMENT FOR ACCESS PURPOSES, BEING A PORTION OF PARCEL 7 OF PARCEL MAP 16858 ON FILE IN BOOK 133, PAGES 98 AND 99 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID PARCEL MAP LYING WITHIN SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST OF THE SECTIONALIZED SURVEY OF THE JURUPA RANCHO ON FILE IN BOOK 9, PAGE 26 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

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

THENCE S 89°23'50" E ALONG SAID CENTERLINE OF LINARES AVENUE, A DISTANCE OF 281.46 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 62.50 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EASTERLY LINE OF SAID PARCEL 7;

THENCE S 00°36'10" W ALONG SAID PARALLEL LINE, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LINARES AVENUE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 89°23'50" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE 32.50 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL 0753-006B RECORDED \_\_\_\_\_, 20\_\_\_\_\_, AS INSTRUMENT NUMBER \_\_\_\_\_, OFFICIAL RECORDS OF SAID RECORDER;

THENCE S 00°36'10" W ALONG SAID WESTERLY LINE, A DISTANCE OF 71.40 FEET;

THENCE N 44°29'08" W, A DISTANCE OF 45.89 FEET TO A POINT ON THE AFORMENTIONED PARALLEL LINE, BEING DISTANT 62.50 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID EASTERLY LINE OF PARCEL 7;

THENCE N 00°36'10" E ALONG SAID PARALLEL LINE, A DISTANCE OF 39.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 1,794 SQUARE FEET, OR 0.041 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000015560 TO OBTAIN GROUND DISTANCE.

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

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *Timothy F. Rayburn*

DATE: 4/10/2013



**EXHIBIT "B"**  
"ACCESS EASEMENT"

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

P.O.C.

C/L INTR.

R/W PER  
PM 133/98-99

T.P.O.B.

LINARES AVENUE



S 00° 36' 10" W

CLAY STREET

PCL 7

APN 163-400-023

PM 16858

PMB 133/98-99

LINE DATA

- ① S 89°23'50" E - 281.46'
- ② S 00°36'10" W - 33.00'
- ③ S 89°23'50" E - 32.50'
- ④ S 00°36'10" W - 71.40'
- ⑤ N 44°29'08" W - 45.89'
- ⑥ N 00°36'10" E - 39.00'

INST #436142  
NOV. 14, 1996

**PARCEL  
0753-006D**

1,794 SQ.FT.  
0.041 AC.

ESMT IN FAVOR OF  
SO. CAL. GAS CO. PER  
INST # 3572 11/28/1950

PCL 0753-006B

INST.#

REC.

ESMT IN FAVOR OF  
J.C.S.D. PER  
INST #176423 9/18/1981

UNION PACIFIC RAILROAD R/W

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 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: *4/10/2013*

PAR. NO.: 0753-006D

PREPARED BY: DGO

SCALE: N.T.S.

DATE: APRIL, 2013

W.O. NO.: B7-0753

SHEET 1 OF 1

**EXHIBIT "A"**  
**CLAY STREET (GRADE SEPARATION)**  
**LEGAL DESCRIPTION**  
**0753-006H**

AN EASEMENT FOR ELECTRIC PURPOSES, BEING A PORTION OF PARCEL 7 OF PARCEL MAP 16858 ON FILE IN BOOK 133, PAGES 98 AND 99 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID PARCEL MAP LYING WITHIN SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST OF THE SECTIONALIZED SURVEY OF THE JURUPA RANCHO ON FILE IN BOOK 9, PAGE 26 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

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

THENCE S 00°36'10" W ALONG SAID CENTERLINE OF CLAY STREET, A DISTANCE OF 372.63 FEET;

THENCE S 89°23'50" E, A DISTANCE OF 185.35 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 40.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTHERLY LINE OF SAID PARCEL 7, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 77°41'31" E ALONG SAID PARALLEL LINE, A DISTANCE OF 111.43 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 50.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EASTERLY LINE OF SAID PARCEL 7;

THENCE N 00°36'10" E ALONG SAID PARALLEL LINE, A DISTANCE OF 30.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 317.74 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF LINARES AVENUE;

THENCE S 89°23'50" E ALONG SAID PARALLEL LINE, A DISTANCE OF 20.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 30.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID EASTERLY LINE OF PARCEL 7;

THENCE N 00°36'10" E ALONG SAID PARALLEL LINE, A DISTANCE OF 284.74 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 42.50 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF LINARES AVENUE;

THENCE S 89°23'50" E ALONG SAID PARALLEL LINE, A DISTANCE OF 10.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 20.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID EASTERLY LINE OF PARCEL 7;

THENCE S 00°36'10" W ALONG SAID PARALLEL LINE, A DISTANCE OF 328.38 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 20.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID SOUTHERLY LINE OF PARCEL 7;

THENCE S 77°41'31" W ALONG SAID PARALLEL LINE, A DISTANCE OF 97.62 FEET;

THENCE S 12°18'29" E, A DISTANCE OF 20.00 FEET TO SAID SOUTHERLY LINE;

THENCE S 77°41'31" W ALONG SAID SOUTHERLY LINE, A DISTANCE OF 50.00 FEET;

THENCE N 12°18'29" W, A DISTANCE OF 12.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 12.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID SOUTHERLY LINE;

**EXHIBIT "A"**  
**CLAY STREET (GRADE SEPARATION)**  
**LEGAL DESCRIPTION (CONTINUED)**  
**0753-006H**

THENCE N 77°41'31" E ALONG SAID PARALLEL LINE, A DISTANCE OF 10.00 FEET;

THENCE N 12°18'29" W, A DISTANCE OF 28.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 7,362 SQUARE FEET, OR 0.169 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000015560 TO OBTAIN GROUND DISTANCE.

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

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *Timothy F. Rayburn*  
DATE: 4/10/2013



# EXHIBIT "B"

## "ELECTRIC" EASEMENT

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

P.O.C.  
C/L INTR.

LINEARES AVENUE

R/W PER  
PM 133/98-99

N 89°23'50" W

EXISTING R/W

INST #436142 PM 168581  
REC. 11/14/1996 PMB 133/98-99  
APN 163-400-023 PCL 7

### LINE DATA

- ① S 89°23'50" E - 185.35'
- ② N 77°41'31" E - 111.43'
- ③ N 00°36'10" E - 30.00'
- ④ S 89°23'50" E - 20.00'
- ⑤ N 00°36'10" E - 284.74'
- ⑥ S 89°23'50" E - 10.00'
- ⑦ S 00°36'10" W - 328.38'
- ⑧ S 77°41'31" W - 97.62'
- ⑨ S 12°18'29" E - 20.00'
- ⑩ S 77°41'31" W - 50.00'
- ⑪ N 12°18'29" W - 12.00'
- ⑫ N 77°41'31" E - 10.00'
- ⑬ N 12°18'29" W - 28.00'
- ⑭ S 77°41'31" W - 144.19'

PARCEL  
0753-006H

7,362 SQ.FT.  
0.169 AC.

T.P.O.B.

UNION PACIFIC RAILROAD R/W

ESMT IN FAVOR OF  
J.C.S.D. PER  
INST #176423 9/18/1981

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 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: 4/10/2013

PAR. NO.: 0753-006H

PREPARED BY: DGO

SCALE: N.T.S.

DATE: APRIL, 2013

W.O. NO.: B7-0753

SHEET 1 OF 1





**EXHIBIT "A"**  
**CLAY STREET (GRADE SEPARATION)**  
**LEGAL DESCRIPTION**  
**0753-006I**

AN EASEMENT FOR ACCESS PURPOSES, BEING A PORTION OF PARCEL 7 OF PARCEL MAP 16858 ON FILE IN BOOK 133, PAGES 98 AND 99 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID PARCEL MAP 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 (44.00 FOOT EASTERLY HALF-WIDTH) AND THE CENTERLINE OF LINARES AVENUE (33.00 FOOT SOUTHERLY HALF-WIDTH) AS SHOWN ON SAID PARCEL MAP;

THENCE S 00°36'10" W ALONG SAID CENTERLINE OF CLAY STREET, A DISTANCE OF 370.66 FEET;

THENCE S 89°23'50" E, A DISTANCE OF 193.96 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 150.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EASTERLY LINE OF SAID PARCEL 7, SAID POINT BEING ON THE NORTHWESTERLY LINE OF PARCEL 0753-006H RECORDED \_\_\_\_\_ 20 \_\_\_\_\_, AS INSTRUMENT NUMBER \_\_\_\_\_, OFFICIAL RECORDS OF SAID RECORDER AND THE **TRUE POINT OF BEGINNING**;

THENCE N 00°36'10" E ALONG SAID PARALLEL LINE, A DISTANCE OF 79.45 FEET;

THENCE PERPENDICULAR FROM LAST SAID COURSE, S 89°23'50" E, A DISTANCE OF 120.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 0753-006H;

THENCE THE FOLLOWING FOUR (4) COURSES BEING ALONG THE BOUNDARY OF SAID PARCEL 0753-006H;

- 1) S 00°36'10" W ALONG SAID WESTERLY LINE, A DISTANCE OF 26.53 FEET TO AN ANGEL POINT THEREIN;
- 2) N 89°23'50" W, A DISTANCE OF 20.00 FEET TO AN ANGEL POINT THEREIN;
- 3) S 00°36'10" W, A DISTANCE OF 30.00 FEET TO AN ANGEL POINT THEREIN;
- 4) S 77°41'31" W, A DISTANCE OF 102.60 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 7,330 SQUARE FEET, OR 0.168 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"

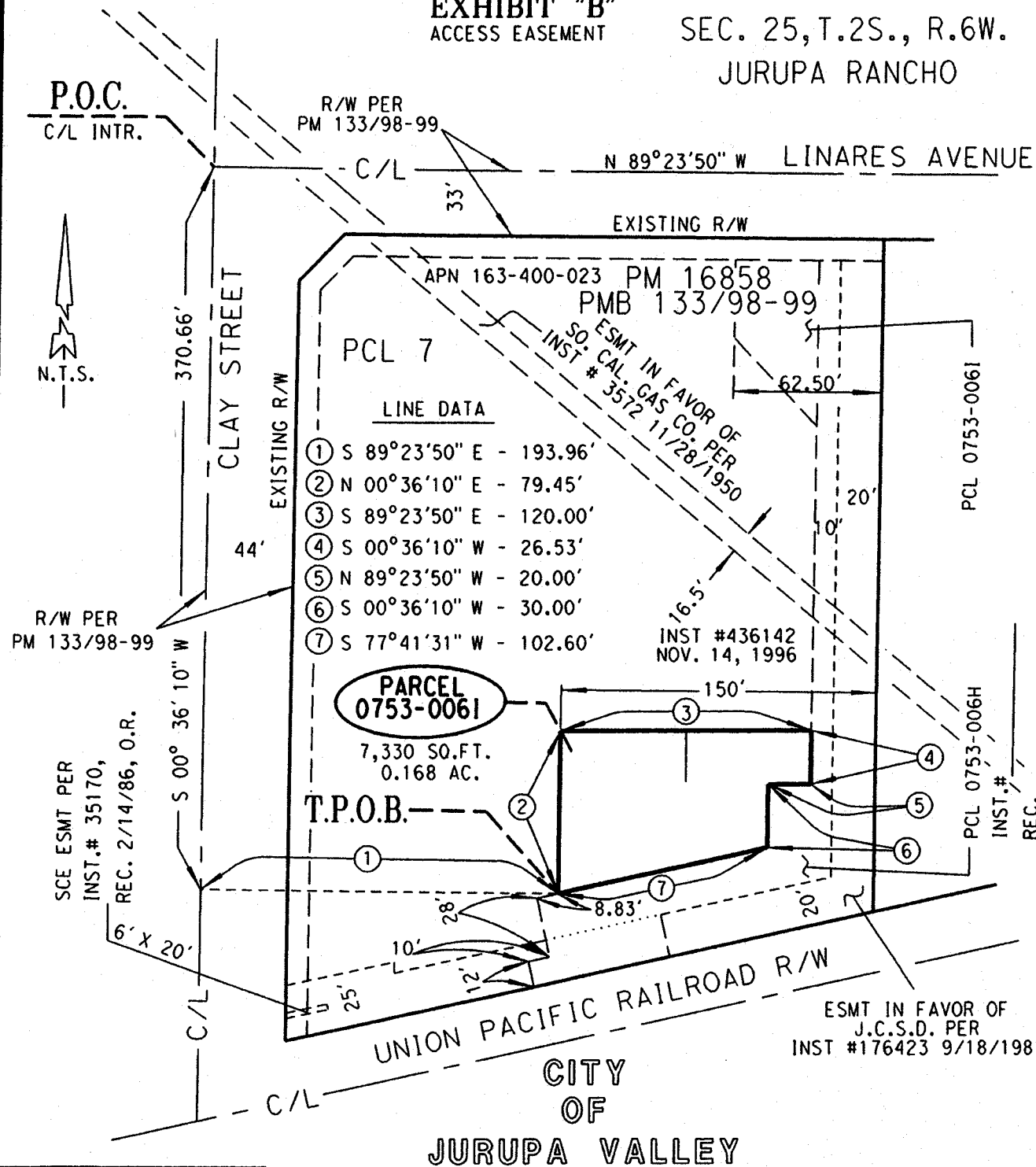
APPROVED BY: *Timothy F. Rayburn*

DATE: 2/4/2013



**EXHIBIT "B"**  
ACCESS EASEMENT

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 1.000015560.

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: 2/4/2013

PAR. NO.: 0753-0061

PREPARED BY: DGO, KC-B

SCALE: N.T.S.

DATE: JANUARY, 2013

W.O. NO.: B7-0753

SHEET 1 OF 1

**EXHIBIT "A"**  
**CLAY STREET (GRADE SEPARATION)**  
**LEGAL DESCRIPTION**  
**0753-006J**

AN EASEMENT FOR ACCESS PURPOSES, BEING A PORTION OF PARCEL 7 OF PARCEL MAP 16858 ON FILE IN BOOK 133, PAGES 98 AND 99 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID PARCEL MAP LYING WITHIN SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST OF THE SECTIONALIZED SURVEY OF THE JURUPA RANCHO ON FILE IN BOOK 9, PAGE 26 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

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

THENCE S 89°23'50" E ALONG SAID CENTERLINE OF LINARES AVENUE, A DISTANCE OF 281.46 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 62.50 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EASTERLY LINE OF SAID PARCEL 7;

THENCE S 00°36'10" W ALONG SAID PARALLEL LINE, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LINARES AVENUE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE S 89°23'50" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE 32.50 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL 0753-006B RECORDED \_\_\_\_\_, 20\_\_\_\_\_, AS INSTRUMENT NUMBER \_\_\_\_\_, OFFICIAL RECORDS OF SAID RECORDER;

THENCE S 00°36'10" W ALONG SAID WESTERLY LINE, A DISTANCE OF 71.40 FEET;

THENCE N 44°29'08" W, A DISTANCE OF 45.89 FEET TO A POINT ON THE AFORMENTIONED PARALLEL LINE, BEING DISTANT 62.50 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID EASTERLY LINE OF PARCEL 7;

THENCE N 00°36'10" E ALONG SAID PARALLEL LINE, A DISTANCE OF 39.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 1,794 SQUARE FEET, OR 0.041 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*  
4/10/2013



**EXHIBIT "B"**  
"ACCESS EASEMENT"

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

**P.O.C.**

C/L INTR.

R/W PER  
PM 133/98-99

**T.P.O.B.**

LINEARES AVENUE



N.T.S.

S 00° 36' 10" W

CLAY STREET

R/W PER  
PM 133/98-99

SCE ESMT PER  
INST. # 35170,  
REC. 2/14/86, O.R.

C/L

44'

6' X 20'

EXIST R/W

PCL 7

APN 163-400-023

PM 16858  
PMB 133/98-99

LINE DATA

- ① S 89°23'50" E - 281.46'
- ② S 00°36'10" W - 33.00'
- ③ S 89°23'50" E - 32.50'
- ④ S 00°36'10" W - 71.40'
- ⑤ N 44°29'08" W - 45.89'
- ⑥ N 00°36'10" E - 39.00'

INST #436142  
NOV. 14, 1996

**PARCEL**  
**0753-006J**

1,794 SQ.FT.  
0.041 AC.

ESMT IN FAVOR OF  
SO. CAL. GAS CO. PER  
INST. # 35172 11/28/1950

16.5'

62.50'

30'

20'

20'

UNION PACIFIC RAILROAD R/W

ESMT IN FAVOR OF  
J.C.S.D. PER  
INST #176423 9/18/1981

PCL 0753-006I  
INST. #

REC.

PCL 0753-006H  
INST. #

REC.

**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 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: 4/10/2013

PAR. NO.: 0753-006J

PREPARED BY: DGO

SCALE: N.T.S.

DATE: APRIL, 2013

W.O. NO.: B7-0753

SHEET 1 OF 1

**EXHIBIT "A"**  
**CLAY STREET (GRADE SEPARATION)**  
**LEGAL DESCRIPTION**  
**0753-006K**

AN EASEMENT FOR FOOTING PURPOSES LYING WITHIN A PORTION OF PARCEL 7 OF PARCEL MAP 16858 ON FILE IN BOOK 133, PAGES 98 AND 99 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID PARCEL MAP LYING WITHIN SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST OF THE SECTIONALIZED SURVEY OF THE JURUPA RANCHO ON FILE IN BOOK 9, PAGE 26 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

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

THENCE S 00°36'10" W ALONG SAID CENTERLINE OF CLAY STREET, A DISTANCE OF 446.07 FEET;

THENCE S 89°23'50" E, A DISTANCE OF 44.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 7, BEING THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SAID CLAY STREET AND THE NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY (100.00 FOOT FULL WIDTH), AS SHOWN ON SAID PARCEL MAP;

THENCE N 77°41'31" E ALONG THE SOUTHERLY LINE OF SAID PARCEL 7, A DISTANCE OF 0.62 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 44.60 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF CLAY STREET, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE N 00°36'10" E ALONG SAID PARALLEL LINE, A DISTANCE OF 388.70 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 1.10 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE RIGHT-OF-WAY CORNER CUTBACK LINE OF LOT "C" ( LINARES AVENUE ) AS SHOWN BY SAID PARCEL MAP;

THENCE N 44°23'02" E ALONG SAID PARALLEL LINE, A DISTANCE OF 32.05 FEET TO POINT ON A LINE PARALLEL WITH AND DISTANT 34.10 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF LINARES AVENUE;

THENCE S 89°23'50" E ALONG SAID PARALLEL LINE, A DISTANCE OF 199.72 FEET;

THENCE S 00°36'10" W, A DISTANCE OF 8.40 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 42.50 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF LINARES AVENUE;

THENCE N 89°23'50" W ALONG SAID PARALLEL LINE, A DISTANCE OF 195.59 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 10.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID RIGHT-OF-WAY CORNER CUTBACK LINE;

THENCE S 44°23'02" W ALONG SAID PARALLEL LINE, A DISTANCE OF 18.67 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 58.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF CLAY STREET;

THENCE S 00°36'10" W ALONG SAID PARALLEL LINE A DISTANCE OF 386.89 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 7, BEING SAID NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY;

**EXHIBIT "A"**  
**CLAY STREET (GRADE SEPARATION)**  
**LEGAL DESCRIPTION (CONTINUED)**  
**0753-006K**

THENCE S 77°41'31" W ALONG SAID SOUTHERLY LINE OF PARCEL 7, A DISTANCE OF 13.75 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING: 7,079 SQUARE FEET, OR 0.163 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000015560 TO OBTAIN GROUND DISTANCE.

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

SEE ATTACHED EXHIBIT "B"

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

*Timothy F. Rayburn*

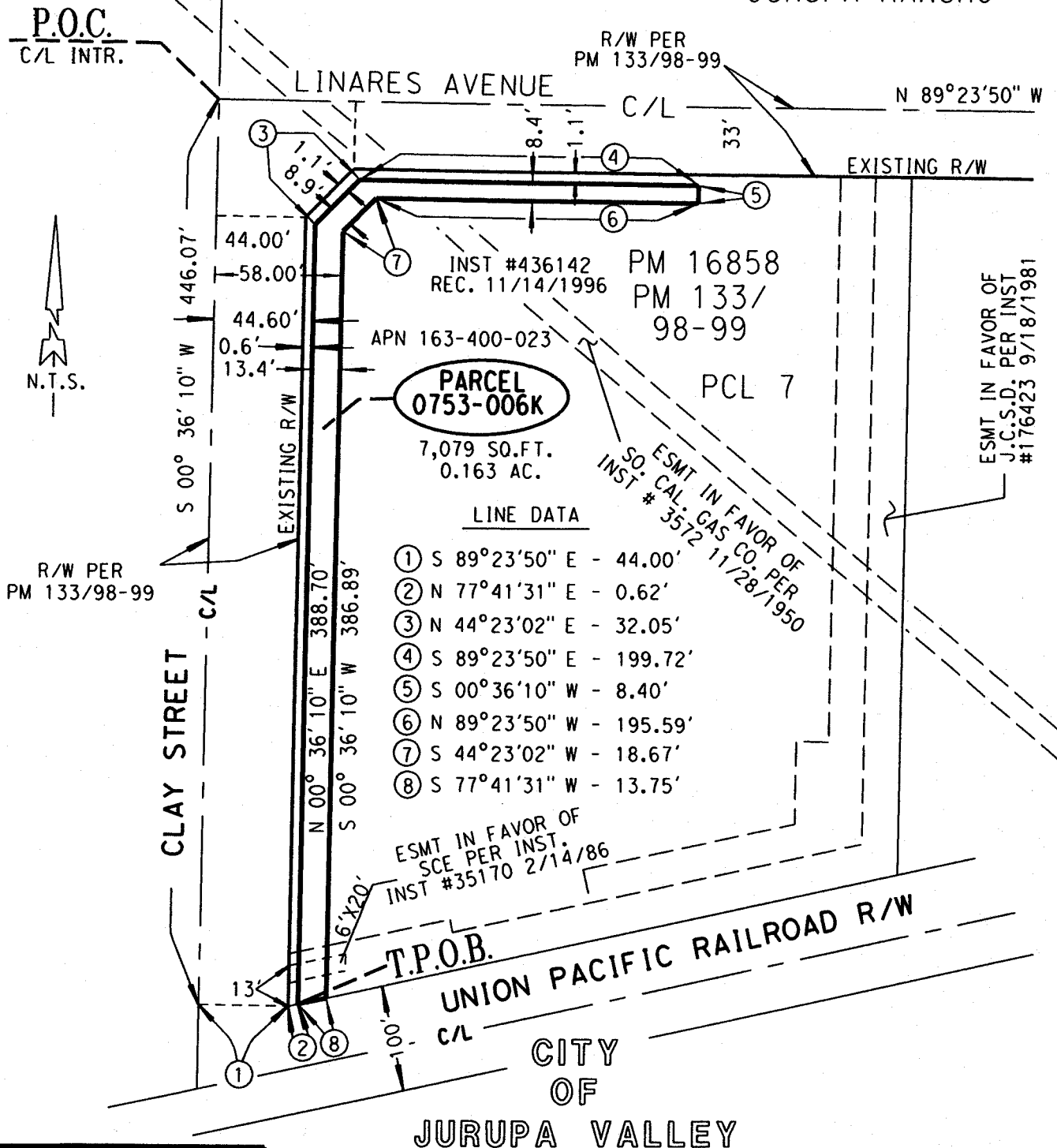
DATE: \_\_\_\_\_

*4/10/2013*



**EXHIBIT "B"**  
"FOOTING EASEMENT"

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 1.000015560.

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: *4/10/2013*

PAR. NO.: 0753-006K

PREPARED BY: DGO

SCALE: N.T.S.

DATE: APRIL, 2013

W.O. NO.: B7-0753

SHEET 1 OF 1

ATTACHMENT "3"

Full Settlement Price Breakdown

Entity	Cash Totals
Eddie R. Fischer, Trustee of the Fischer Family Trust	\$194,000
Ralph R. Nielson, Trustee of the Ralph R. Nielson Family Trust	\$48,500
Henry C. Cox II, Trustee of the Henry C. Cox, II Survivor's Trust	\$121,250
John L. West and Beverly J. West, Trustees of the John L. West Trust	\$121,250
Total – Full Settlement Price	\$485,000



ATTACHMENT "4"  
Form of Easement Deeds

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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/102212/296TR/15.412

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

PROJECT:	CLAY STREET GRADE SEPARATION PROJECT
PARCEL:	0753-006A
APN:	163-400-023 (Portion)

## **EASEMENT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

EDDIE R. FISCHER, as Trustee of The Fischer Family Trust established January 24, 1975, as amended and restated January 14, 1988, as to an undivided 40% interest; RALPH R. NIELSON, Trustee of the Ralph R. Nielson Family Trust dated April 3, 2003, as to an undivided 10% interest; HENRY C. COX II, Trustee of the Henry C. Cox, II Survivors Trust dated February 16, 1989, as to an undivided 25% interest; and JOHN L. WEST AND BEVERLY J. WEST, Trustees of the John L. West Trust dated March 16, 1978, as to an undivided 25% interest

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

PROJECT:  
PARCEL:  
APN:

CLAY STREET GRADE SEPARATION PROJECT  
0753-006A  
163-400-023 (Portion)

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

GRANTOR:

EDDIE R. FISCHER, as Trustee of the Fischer Family established January 24, 1975, as amended and restated January 14, 1988, as to an undivided 40% interest

By: \_\_\_\_\_  
Eddie R. Fischer, Trustee

RALPH R. NIELSON, Trustee of the Ralph R. Nielson Family Trust dated April 3, 2003, as to an undivided 10% interest

By: \_\_\_\_\_  
Ralph R. Nielson, Trustee

HENRY C. COX II, Trustee of the Henry C. Cox, II Survivor's Trust dated February 16, 1989, as to an undivided 25% interest

By: \_\_\_\_\_  
Henry C. Cox, II, Trustee

JOHN L. WEST AND BEVERLY J. WEST, Trustees of the John L. West Trust dated Trustees of the John L. West Trust dated March 16, 1978, as to an undivided 25% interest

By: \_\_\_\_\_  
John L. West, Trustee

By: \_\_\_\_\_  
Beverly L. West, Trustee

PROJECT: CLAY STREET GRADE SEPARATION PROJECT  
PARCEL: 0753-006A  
APN: 163-400-023 (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]

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: 0753-006A  
APN: 163-400-023 (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]

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: 0753-006A  
APN: 163-400-023 (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]

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 163-400-023 (portion)  
PARCEL 0753-006B  
SV:ra/102212/296TR/15.413

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383  
NO DOCUMENTARY TRANSFER TAX PER R&T CODE §11922

### **GRANT OF PERMANENT EASEMENT**

For valuable consideration, EDDIE R. FISCHER, as Trustee of The Fischer Family Trust established January 24, 1975, as amended and restated January 14, 1988, as to an undivided 40% interest; RALPH R. NIELSON, Trustee of the Ralph R. Nielson Family Trust dated April 3, 2003, as to an undivided 10% interest; HENRY C. COX II, Trustee of the Henry C. Cox, II Survivors Trust dated February 16, 1989, as to an undivided 25% interest; and JOHN L. WEST AND BEVERLY J. WEST, Trustees of the John L. West Trust dated March 16, 1978, as to an undivided 25% interest ("**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 Exhibits "A" (Description) and "B" (Plat) 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.

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.



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:

EDDIE R. FISCHER, as Trustee of the Fischer Family established January 24, 1975, as amended and restated January 14, 1988, as to an undivided 40% interest

By: \_\_\_\_\_  
Eddie R. Fischer, Trustee

RALPH R. NIELSON, Trustee of the Ralph R. Nielson Family Trust dated April 3, 2003, as to an undivided 10% interest

By: \_\_\_\_\_  
Ralph R. Nielson, Trustee

HENRY C. COX II, Trustee of the Henry C. Cox, II Survivor's Trust dated February 16, 1989, as to an undivided 25% interest

By: \_\_\_\_\_  
Henry C. Cox, II, Trustee

JOHN L. WEST AND BEVERLY J. WEST, Trustees of the John L. West Trust dated Trustees of the John L. West Trust dated March 16, 1978, as to an undivided 25% interest

By: \_\_\_\_\_  
John L. West, Trustee

By: \_\_\_\_\_  
Beverly L. West, Trustee

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

**Signature of Notary Public**

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

**Signature of Notary Public**

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

**Signature of Notary Public**

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

**Signature of Notary Public**

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

**Signature of Notary Public**

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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EXHIBIT "A"

LEGAL DESCRIPTION  
OF EASEMENT AREA

# 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 EDDIE R. FISCHER, as Trustee of The Fischer Family Trust established January 24, 1975, as amended and restated January 14, 1988, as to an undivided 40% interest; RALPH R. NIELSON, Trustee of the Ralph R. Nielson Family Trust dated April 3, 2003, as to an undivided 10% interest; HENRY C. COX II, Trustee of the Henry C. Cox, II Survivors Trust dated February 16, 1989, as to an undivided 25% interest; and JOHN L. WEST AND BEVERLY J. WEST, Trustees of the John L. West Trust dated March 16, 1978, as to an undivided 25% interest 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: \_\_\_\_\_, 20\_\_\_\_

**JURUPA COMMUNITY SERVICES DISTRICT,**  
a public agency

By: \_\_\_\_\_  
 \_\_\_\_\_ (Name)  
 \_\_\_\_\_ (Title)

ATTEST:

Recording requested by

When recorded mail to:

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

APN 163-400-023 (portion)  
PARCELS 0753-006C and 006D  
SV:ra/011013/296TR/15.414

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383  
NO DOCUMENTARY TRANSFER TAX PER R&T CODE §11922

### **GRANT OF PERMANENT EASEMENT**

For valuable consideration, EDDIE R. FISCHER, as Trustee of The Fischer Family Trust established January 24, 1975, as amended and restated January 14, 1988, as to an undivided 40% interest; RALPH R. NIELSON, Trustee of the Ralph R. Nielson Family Trust dated April 3, 2003, as to an undivided 10% interest; HENRY C. COX II, Trustee of the Henry C. Cox, II Survivors Trust dated February 16, 1989, as to an undivided 25% interest; and JOHN L. WEST AND BEVERLY J. WEST, Trustees of the John L. West Trust dated March 16, 1978, as to an undivided 25% interest ("**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 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 Exhibits "A" (Description) and "B" (Plat) attached hereto and made a part hereof.

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.

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:

EDDIE R. FISCHER, as Trustee of the Fischer Family established January 24, 1975, as amended and restated January 14, 1988, as to an undivided 40% interest

By: \_\_\_\_\_  
Eddie R. Fischer, Trustee

RALPH R. NIELSON, Trustee of the Ralph R. Nielson Family Trust dated April 3, 2003, as to an undivided 10% interest

By: \_\_\_\_\_  
Ralph R. Nielson, Trustee

HENRY C. COX II, Trustee of the Henry C. Cox, II Survivor's Trust dated February 16, 1989, as to an undivided 25% interest

By: \_\_\_\_\_  
Henry C. Cox, II, Trustee

JOHN L. WEST AND BEVERLY J. WEST, Trustees of the John L. West Trust dated Trustees of the John L. West Trust dated March 16, 1978, as to an undivided 25% interest

By: \_\_\_\_\_  
John L. West, Trustee

By: \_\_\_\_\_  
Beverly L. West, Trustee



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Signature of Notary Public

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

**Signature of Notary Public**

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

**Signature of Notary Public**

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

**Signature of Notary Public**

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(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

**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

EXHIBIT "A"

LEGAL DESCRIPTION  
OF EASEMENT AREA

## 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 EDDIE R. FISCHER, as Trustee of The Fischer Family Trust established January 24, 1975, as amended and restated January 14, 1988, as to an undivided 40% interest; RALPH R. NIELSON, Trustee of the Ralph R. Nielson Family Trust dated April 3, 2003, as to an undivided 10% interest; HENRY C. COX II, Trustee of the Henry C. Cox, II Survivors Trust dated February 16, 1989, as to an undivided 25% interest; and JOHN L. WEST AND BEVERLY J. WEST, Trustees of the John L. West Trust dated March 16, 1978, as to an undivided 25% interest 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: \_\_\_\_\_, 20\_\_\_\_\_

JURUPA COMMUNITY SERVICES DISTRICT,  
a public agency

By: \_\_\_\_\_  
\_\_\_\_\_(Name)  
\_\_\_\_\_(Title)

ATTEST:

\_\_\_\_\_

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA  
**EDISON**

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

**SOUTHERN CALIFORNIA EDISON COMPANY**

Real Properties  
2131 Walnut Grove Avenue, 2<sup>nd</sup> Floor  
Rosemead, CA 91770

Attn: Distribution/TRES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF  
EASEMENT**

<b>DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)</b>	DISTRICT Foothill	WORK ORDER TD687015	IDENTITY n/a	MAP SIZE n/a
SCE Company	FIM 658-1632-0	APPROVED: REAL PROPERTIES	BY SLS/VW	DATE 3/25/13
SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	APN 163-400-023		

EDDIE R. FISCHER, as Trustee of the FISCHER FAMILY TRUST established January 24, 1975, as amended and restated January 14, 1988, as to an undivided 40% interest; RALPH R. NEILSON, Trustee of the RALPH R. NEILSON FAMILY TRUST dated April 3, 2003, as to an undivided 10% interest; HENRY C. COX II, Trustee of the HENRY C. COX, II SURVIVORS TRUST dated February 16, 1989, as to an undivided 25% interest; and JOHN L. WEST AND BEVERLY J. WEST, Trustees of the JOHN L. WEST TRUST dated March 16, 1978, as to an undivided 25% interest (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of Riverside, State of California, described as follows:

FOR LEGAL DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR**

EDDIE R. FISCHER, as Trustee of the FISCHER FAMILY TRUST established January 24, 1975, as amended and restated January 14, 1988, as to an undivided 40% interest; RALPH R. NEILSON, Trustee of the RALPH R. NEILSON FAMILY TRUST dated April 3, 2003, as to an undivided 10% interest; HENRY C. COX II, Trustee of the HENRY C. COX, II SURVIVORS TRUST dated February 16, 1989, as to an undivided 25% interest; and JOHN L. WEST AND BEVERLY J. WEST, Trustees of the JOHN L. WEST TRUST dated March 16, 1978, as to an undivided 25% interest

EDDIE R. FISCHER, as Trustee of the FISCHER FAMILY TRUST established January 24, 1975, as amended and restated January 14, 1988

---

Eddie R. Fischer, Trustee

RALPH R. NEILSON, Trustee of the RALPH R. NEILSON FAMILY TRUST dated April 3, 2003

---

Ralph R. Nielson, Trustee

HENRY C. COX II, Trustee of the HENRY C. COX, II SURVIVORS TRUST dated February 16, 1989

---

Henry C. Cox II, Trustee

JOHN L. WEST AND BEVERLY J. WEST, Trustees of the JOHN L. WEST TRUST dated March 16, 1978

---

John L. West, Trustee

---

Beverly J. West, Trustee

State of California )  
 )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, notary public,  
(here insert name)

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 \_\_\_\_\_

(This area for notary stamp)

State of California )  
 )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, notary public,  
(here insert name)

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 \_\_\_\_\_

(This area for notary stamp)



State of California )  
 )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, notary public,  
(here insert name)

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 \_\_\_\_\_

(This area for notary stamp)

State of California )  
 )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, notary public,  
(here insert name)

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 \_\_\_\_\_

(This area for notary stamp)

State of California )  
 )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, notary public,  
(here insert name)

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 \_\_\_\_\_

(This area for notary stamp)

State of California )  
 )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, notary public,  
(here insert name)

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 \_\_\_\_\_

(This area for notary stamp)

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/041113/296TR/15.831

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

PROJECT:	CLAY STREET GRADE SEPARATION PROJECT
PARCEL:	0753-006K
APN:	163-400-023 (Portion)

## **EASEMENT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

EDDIE R. FISCHER, as Trustee of The Fischer Family Trust established January 24, 1975, as amended and restated January 14, 1988, as to an undivided 40% interest; RALPH R. NIELSON, Trustee of the Ralph R. Nielson Family Trust dated April 3, 2003, as to an undivided 10% interest; HENRY C. COX II, Trustee of the Henry C. Cox, II Survivors Trust dated February 16, 1989, as to an undivided 25% interest; and JOHN L. WEST AND BEVERLY J. WEST, Trustees of the John L. West Trust dated March 16, 1978, as to an undivided 25% interest

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: 0753-006K  
APN: 163-400-023 (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]

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: 0753-006K  
APN: 163-400-023 (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]

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  
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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: 0753-006K  
APN: 163-400-023 (Portion)

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )ss  
)

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  
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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]

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )ss  
)

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]

1 PROJECT: Clay Street Grade Separation Project

2 PARCEL: 0753-008B

3 APN: 163-400-026 (PORTION)

4  
5 **RIGHT OF WAY ACQUISITION AGREEMENT**

6 This Right of Way Acquisition Agreement, ("Agreement"), is made by and  
7 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California  
8 ("County"), and DE ANZA COUNTRY DE ANZA BUSINESS PARK, a California  
9 General Partnership ("Grantor"). County and Grantor are sometimes collectively  
10 referred to as "Parties."

11 **RECITALS**

12 WHEREAS, Grantor owns that certain real property located in the City of Jurupa  
13 Valley, County of Riverside, State of California, as referenced on the Plat Map  
14 identified as Attachment "1," attached hereto and made a part hereof. The real  
15 property consisting of 1.61 acres of land and is also known as Assessor's Parcel  
16 Number: 163-400-026 ("Property"); and

17 WHEREAS, Grantor desires to sell to the County and the County desires to  
18 purchase a portion of the easement interest in the Property ("ROW"), for the purpose of  
19 constructing the Clay Street Grade Separation Project ("Project") as follows: an  
20 Easement Deed in favor of the Jurupa Community Services District for sewer purposes  
21 referenced as Parcel 0753-008B and described on Attachment "2" attached hereto and  
22 made a part hereof; pursuant to the terms and conditions set forth herein; and

23 WHEREAS, concurrently with this Agreement, the Parties intend to enter into a  
24 Temporary Construction Easement Deed to grant County the right to temporarily use  
25 portions of the Property, as described therein, for the construction of the Project,  
26 including temporary aerial easement for utility relocation purposes; and  
27  
28

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

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

6  
7 **ARTICLE 1. AGREEMENT**

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

10 2. Consideration. For good and valuable consideration, Grantor agrees to  
11 sell and convey to the County, and the County agrees to purchase from Grantor all of  
12 the Right-of-Way Property described herein, under the terms and conditions set forth in  
13 this Agreement. The full consideration for the Right-of-Way Property consists of the  
14 purchase price amount for the real property interests to be acquired by the County  
15 ("Purchase Price"). The Purchase Price in the amount of Thirty-Seven Thousand Five  
16 Hundred Dollars (\$37,500) is to be distributed to Grantor in accordance with this  
17 Agreement. Grantor will be responsible for any apportionment or allocation of the  
18 Purchase Price if required for any separately held interests that may exist.

19 3. County Responsibilities.

20 A. Upon the mutual execution of this Agreement, County will open  
21 escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"). Promptly on the  
22 Escrow Holder's request the Parties shall execute such additional Escrow instructions  
23 as are reasonably required to consummate the transaction contemplated by this  
24 Agreement and are not inconsistent with this Agreement. In the event of any conflict  
25 between the terms of this Agreement and any additional Escrow instructions, the terms  
26 of this Agreement shall control. The Escrow Holder will hold all funds deposited by the  
27 County in an escrow account ("Escrow Account") that is interest bearing and at a bank  
28 approved by County with interest accruing for the benefit of County. The Escrow



1 Account shall remain open until all charges due and payable have been paid and  
2 settled; any remaining funds shall be refunded to the County.

3 B. Upon the opening of Escrow, the County shall deposit the  
4 Consideration as follows:

5 i. Purchase Price. Deposit into Escrow the Purchase Price in  
6 the amount of Thirty-Seven Thousand Five Hundred Dollars (\$37,500) (the "Deposit").

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

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

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

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

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

23 a. The easement deed executed, acknowledged and  
24 delivered to Yolanda King, Real Property Agent for the County or to Escrow Holder,  
25 substantially in the form attached hereto as Attachment "3," (Easement Deed) granting  
26 the portion of the Property, subject to the following:  
27  
28

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

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

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

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

12                               5.     Any other taxes owed whether current or  
13 delinquent are to be made current.

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

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

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

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

25                            4.     Grantor Responsibilities.

26                            A.     Execute and acknowledge an Easement Deed in favor of the  
27 Jurupa Community Services District for sewer purposes dated 4-15-13 identified  
28

1 as Parcel Number 0753-008B, and deliver deed to Yolanda King, Real Property Agent  
2 for the County or to the Escrow Holder.

3 B. Grantor shall indemnify, defend, protect, and hold the County of  
4 Riverside, its Agencies, Districts, Departments, their respective directors, Board of  
5 Supervisors, elected and appointed officials, employees, agents, representatives,  
6 successors, and assigns free and harmless from and against any and all claims,  
7 liabilities, penalties, forfeitures, losses, or expenses, including without limitation,  
8 attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or  
9 indirectly, by either (a) the presence in, within, under, or about the parcel for the  
10 presence of hazardous materials, toxic substances, or hazardous substances as a  
11 result of Grantor's use, storage, or generation of such materials or substances or (b)  
12 Grantor's failure to comply with any federal, state, or local laws relating to such  
13 materials or substances. For the purpose of this Agreement, such materials or  
14 substances shall include without limitation hazardous substances, hazardous  
15 materials, or toxic substances as defined in the Comprehensive Environmental  
16 Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. section  
17 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. sections 5101 to  
18 5128; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901-87  
19 (1988); and those substances defined as hazardous wastes in section 25117 of the  
20 California Health and Safety Code or hazardous substances in section 25316 of the  
21 California Health; and in the regulations adopted in publications promulgated pursuant  
22 to said laws.

23 C. Grantor shall be obligated hereunder to include without limitation,  
24 and whether foreseeable or unforeseeable, all costs of any required or necessitated  
25 repair, clean-up, detoxification, or decontamination of the parcel, and the preparation  
26 and implementation of any closure, remedial action, or other required plans in  
27 connection therewith, and such obligation shall continue under the parcel has been  
28

1 rendered in compliance with applicable federal, state, and local laws, statutes,  
2 ordinances, regulations, and rules.

3 **Article II. MISCELLANEOUS**

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

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

11 2. It is mutually understood and agreed by and between the Parties hereto  
12 that the right of possession and use of the subject property by County, including the  
13 right to remove and dispose of improvements, shall commence upon the execution of  
14 this Agreement by all parties. The Purchase Price includes, but is not limited to, full  
15 payment for such possession and use.

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

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

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

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

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

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

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

15  
16                   (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 10. 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.

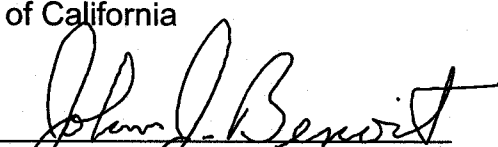
6  
7 Dated: JUN 04 2013


8  
9 COUNTY:

GRANTOR:

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

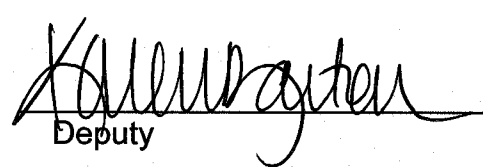
DE ANZA COUNTRY DE ANZA  
BUSINESS PARK

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

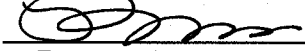
By:   
Name: HENRY C. COX, II

15 Its: GENERAL PARTNER

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

19 By:   
20 Deputy

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

24 By:   
25 Patricia Munroe  
26 Deputy County Counsel

27  
28 SV:mr/031413/296TR/15.597 S:\Real Property\TYPING\Docs-15.500 to 15.999\15.597.doc



**ATTACHMENT "2"**

**Utility Easement**

**Legal Description and Plat Map**

1. A portion of APN: 163-400-026; Parcel 0753-008B in favor of the Jurupa Community Services District



**EXHIBIT "A"**  
**CLAY STREET (GRADE SEPARATION)**  
**LEGAL DESCRIPTION**  
**0753-008B**

AN EASEMENT FOR SEWER PURPOSES, BEING A PORTION OF PARCEL 5 OF PARCEL MAP 16858 ON FILE IN BOOK 133, PAGES 98 AND 99 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID PARCEL MAP BEING A SECTIONALIZED SURVEY OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST, LYING WITHIN THE JURUPA RANCHO, DESCRIBED AS FOLLOWS:

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

THENCE N 00°36'10" E ALONG SAID CENTERLINE OF CLAY STREET, A DISTANCE OF 508.02 FEET;

THENCE S 89°23'50" E, A DISTANCE OF 44.00 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 5, BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID CLAY STREET AND THE **TRUE POINT OF BEGINNING**;

THENCE S 89°23'50" E ALONG THE NORTHERLY LINE OF SAID PARCEL 5, A DISTANCE OF 279.96 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 20.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EASTERLY LINE OF SAID PARCEL 5;

THENCE S 00°36'10" W ALONG SAID PARALLEL LINE, A DISTANCE OF 235.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 5;

THENCE N 89°23'50" W ALONG SAID SOUTHERLY LINE, A DISTANCE OF 10.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 30.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID EASTERLY LINE OF PARCEL 5;

THENCE N 00°36'10" E ALONG SAID PARALLEL LINE, A DISTANCE OF 220.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 15.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID NORTHERLY LINE OF PARCEL 5;

THENCE N 89°23'50" W ALONG SAID PARALLEL LINE, A DISTANCE OF 269.96 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 5;

THENCE N 00°36'10" E ALONG SAID WESTERLY LINE, A DISTANCE OF 15.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 6,399 SQUARE FEET, OR 0.147 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: \_\_\_\_\_

*5/10/2012*



# EXHIBIT "B"

SEWER EASEMENT

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

T.P.O.B.

N'WLY CRNR  
PCL. 5

PCL 4



C/L

①

③

S 89°23'50" E 279.96'

N 89°23'50" W 269.96'

20.00'

15.00'

PARCEL  
0753-008B

PM 16858  
PM 133/98-99

44.00'

6,399 SQ.FT.  
0.147 AC.

APN 163-400-026

## LINE DATA

- ① S 89°23'50" E - 44.00'
- ② N 89°23'50" W - 10.00'
- ③ N 00°36'10" E - 15.00'

N 00° 36' 10" E 508.02

CLAY STREET

EXISTING R/W

N 00° 36' 10" E 220.00'  
S 00° 36' 10" W 235.00'

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

10.00'

S 89°23'50" E

PCL 6

EXISTING R/W

Ⓐ

33.00'

C/L

LINARES AVENUE

N 89°23'50" W

P.O.C.

C/L INTR

Ⓐ R/W PER PM 133/98-99

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

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 1.00001556024.

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: 5/10/2012

PAR. NO.: 0753-008B
PREPARED BY: KKC-B
SCALE: N.T.S.
DATE: MAY, 2012
W.O. NO.: B7-0753
SHEET 1 OF 1

Recording requested by

When recorded mail to:

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

APN 163-400-026 (portion)  
PARCEL 0753-008B  
CAO:sl/101612/296TR/15.368

EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383  
NO DOCUMENTARY TRANSFER TAX PER R&T CODE §11922

### **GRANT OF PERMANENT EASEMENT**

For valuable consideration, DE ANZA COUNTRY DE ANZA BUSINESS PARK, a California General Partnership ("**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 Exhibits "A" (Description) and "B" (Plat) 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.

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 or 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.

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:**

DE ANZA COUNTRY DE ANZA BUSINESS PARK, a  
California general partnership

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

**NOTARY ACKNOWLEDGMENT**

(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, \_\_\_\_\_ 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

**NOTARY ACKNOWLEDGMENT**  
(California All-Purpose Acknowledgment)

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, \_\_\_\_\_ 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

EXHIBIT "A"

LEGAL DESCRIPTION  
OF EASEMENT AREA

## 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 DE ANZA COUNTRY DE ANZA BUSINESS PARK, a California general partnership 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: \_\_\_\_\_, 20\_\_\_\_

JURUPA COMMUNITY SERVICES DISTRICT,  
a public agency

By: \_\_\_\_\_  
\_\_\_\_\_(Name)  
\_\_\_\_\_(Title)

ATTEST:

\_\_\_\_\_

Recorded at request of and return to:  
Economic Development Agency/  
Facilities Management  
Real Estate Division  
On behalf of the Transportation Department  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, California 92501

**FREE RECORDING**

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

SV:ra/031313/296TR/15.596

(Space above this line for Recorder's use)

**PROJECT: CLAY STREET GRADE SEPARATION  
PROJECT**

**PARCELS: 0753-010A**

**APN: 163-400-028 (portion)**

## **TEMPORARY CONSTRUCTION EASEMENT DEED**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged,

EDDIE R. FISCHER, as Trustee of The Fischer Family Trust established January 24, 1975, as amended and restated January 14, 1988, as to an undivided 40% interest; RALPH R. NIELSON, Trustee of the Ralph R. Nielson Family Trust dated April 3, 2003, as to an undivided 10% interest; HENRY C. COX II, Trustee of the Henry C. Cox, II Survivor's Trust dated February 16, 1989, as to an undivided 25% interest; and JOHN L. WEST AND BEVERLY J. WEST, Trustees of the John L. West Trust dated March 16, 1978, as to an undivided 25% interest ("Grantor")

Grant(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, its successors and assigns, ("County"), a temporary non-exclusive easement for all purposes necessary to facilitate and accomplish the construction of the Clay Street Grade Separation Project, including temporary aerial easement for utility relocation purposes ("Project"), in, on, and along the real property situated in the City of Jurupa Valley, County of Riverside, State of California, identified as a portion of Assessor's Parcel Number 163-400-028, referenced as Parcel No. 0753-010A described on Attachment "1," attached hereto and made a part hereof.

JUN 04 2013 3-20



Other terms of the Temporary Construction Easement Deed (hereinafter, the "Deed"):

1. AFFECTED PARCEL: The temporary construction easement area (TCE Area), used for all purposes necessary to facilitate and accomplish the construction of the Project, including temporary aerial easement for utility relocation purposes, is referenced as Parcel 0753-010A, consisting of approximately 0.082 acres or 3,570 square feet as described on Attachment "1."
2. CONSIDERATION: Grantor grants a temporary right to County, to enter upon and use the TCE Area of Grantor's property, and the County agrees to rent from Grantor all of the TCE Area property described herein, under the terms and conditions set forth in this Deed. The full consideration for the TCE Area consists of the rental price amount for the real property interests to be temporarily acquired by the County ("Rental Price"). The Rental Price in the amount of \$4,600 (Four Thousand Six Hundred Dollars) is to be distributed to the respective parties of Grantor in accordance with this Deed, as shown on Attachment "2," attached hereto and made a part hereof.
3. COUNTY RESPONSIBILITIES: Upon the mutual execution of this Deed, County will open escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"). Promptly on the Escrow Holder's request the parties shall execute such additional Escrow instructions as are reasonably required to consummate the transaction contemplated by this Deed and are not consistent with this Deed. In the event of any conflict between the terms of this Deed and any additional Escrow instructions, the terms of this Deed shall control. The Escrow will hold all funds deposited by the County in an escrow account ("Escrow Account") that is interest bearing and at a bank approved by County with interest accruing for the benefit of County. The Escrow Account shall remain open until all charges due and payable have been paid and settled; any remaining funds shall be refunded to the County.
  - a. Upon the opening of Escrow, the County shall deposit the Consideration as follows:
    - i. Rental Price: Deposit into Escrow the Rental Price in the amount of Four Thousand Six Hundred Dollars (\$4,600) (the "Deposit").
  - b. On or before the date that Escrow is to close ("Close of Escrow")
    - i. Closing Costs. County will deposit to Escrow Holder amounts sufficient for all escrow, recording and reconveyance fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefore. Said escrow and recording charges shall not include documentary transfer tax as County is exempt pursuant to Ca Govt. Code section 6103 and Ca Revenue and Taxation Code section 11922.

- c. County will authorize the Escrow Holder to close Escrow and release the Deposit, in accordance with the provisions herein, to Grantor conditioned only upon the satisfaction by County:

- i. The deposit of the Temporary Construction Easement Deed executed, acknowledged and delivered to Yolanda King, Real Property Agent for the County or to Escrow Holder, temporarily granting the portion of the property for recordation in the Official Records of the County Recorder of said Riverside County ("Official Records") upon Close of Escrow:

- 4. GRANTOR RESPONSIBILITIES: Execute and acknowledge the Deed in favor of the County of Riverside dated 4-13 identified as Parcel Number 0753-010A and deliver Deed to Yolanda King, Real Property Agent for the County or to the Escrow Holder.
- 5. NOTICE TO GRANTOR: County shall provide a thirty (30) day written notice to Grantor prior to using the rights herein granted. The rights herein granted may be exercised for twenty-four (24) months from the thirty (30) day written notice, or until completion of said Project, whichever occurs later. At the expiration of the Temporary Construction Easement term, County shall quitclaim its interest in such property to Grantor or Grantor's successor.
- 6. EQUIPMENT: It is understood that the County may enter upon the TCE Area where appropriate or designated for all purposes necessary to facilitate and accomplish the construction of the Project, including temporary aerial easement for utility relocation purposes. County agrees not to damage the TCE Area in the process of performing such activities.
- 7. DEBRIS REMOVED: At the termination of the period of use of TCE Area by County, but before its relinquishment to Grantor, debris generated by County's use will be removed and the surface will be graded and left in a neat condition.
- 8. HOLD HARMLESS: Grantor shall be held harmless from all claims of third persons arising from the County's use of the TCE Area permitted under this Deed; however, this hold harmless agreement does not extend to any liability arising from or as a consequence of the presence of hazardous waste on the property.
- 9. OWNERSHIP: Grantor hereby warrants that they are the owners of the property and that they have the right to grant County permission to enter upon and use the property.
- 10. ENTIRE DEED: This Deed is the result of negotiations between the parties hereto. This Deed is intended by the parties as a final expression of their understanding with respect to the matters herein and is a complete and exclusive statement of the terms and conditions hereof. This Deed supersedes any and all other prior

agreements or understandings, oral or written, in connection therewith. No provision contained herein shall be construed against the County solely because it provided or prepared this Deed.

11. MODIFICATIONS IN WRITING: This Deed shall not be changed, modified, or amended except upon the written consent of the parties hereto.
12. SUCCESSORS AND ASSIGNS: Grantor, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this Deed, and all the parties thereto shall be jointly and severally liable thereunder.
13. TITLES AND HEADINGS: Titles and headings to articles, paragraphs, or subparagraphs herein are for the purpose of convenience and reference only, and shall in no way limit, define or otherwise affect the provisions of this Deed.
14. GOVERNING LAW AND VENUE: Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights providing for by this Deed shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
15. EMINENT DOMAIN: County is a public entity possessing the authority to acquire real property through eminent domain proceedings. The Parties acknowledge that the Property is being conveyed by Grantor to County in lieu of condemnation by County.

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

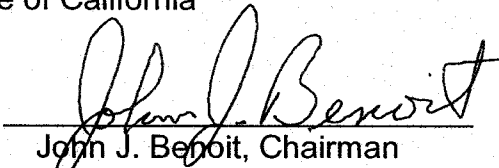
(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

16. COUNTERPART: This Deed 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.

Dated: April 16, 2013

COUNTY:

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

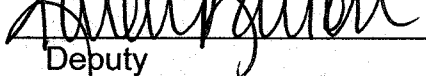
By:   
John J. Benoit, Chairman  
Board of Supervisors

GRANTOR:

EDDIE R. FISCHER, as Trustee of the Fischer  
Family established January 24, 1975, as  
amended and restated January 14, 1988, as to  
an undivided 40% interest

By:   
Eddie R. Fischer, Trustee

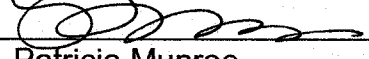
ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

RALPH R. NIELSON, Trustee of the Ralph R.  
Nielson Family Trust dated April 3, 2003, as to  
an undivided 10% interest

By:   
Ralph R. Nielson, Trustee

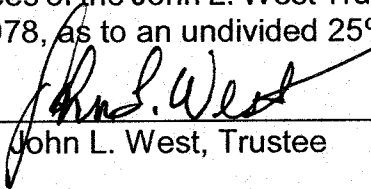
APPROVED AS TO FORM:  
Pamela J. Walls  
County Counsel

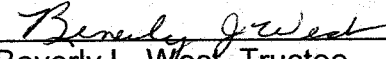
By:   
Patricia Munroe  
Deputy County Counsel

HENRY C. COX II, Trustee of the Henry C. Cox,  
II Survivor's Trust dated February 16, 1989,  
as to an undivided 25% interest

By:   
Henry C. Cox, II, Trustee

JOHN L. WEST AND BEVERLY J. WEST,  
Trustees of the John L. West Trust dated March  
16, 1978, as to an undivided 25% interest

By:   
John L. West, Trustee

By:   
Beverly L. West, Trustee

JUN 04 2013 3-20

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

§

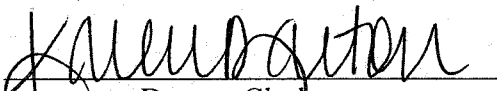
On June 4, 2013, before me, Karen Barton, Board Assistant, personally appeared John J. Benoit, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia Harper-Ihem  
Clerk of the Board of Supervisors

By:

  
Deputy Clerk

(SEAL)

STATE OF CALIFORNIA

COUNTY OF

RIVERSIDE

)  
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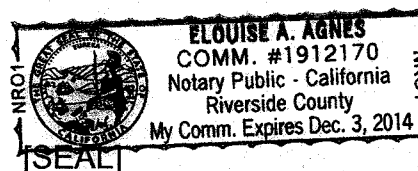
On APRIL 15, 2013, before me, ELOUISE A. AGNES, a Notary Public in and for said County and State, personally appeared JOAN L. WEST, BEVERLY J. WEST & HENRY C. COX II, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument 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

Eloise A. Agnes



STATE OF CALIFORNIA

COUNTY OF

Orange

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)ss  
)

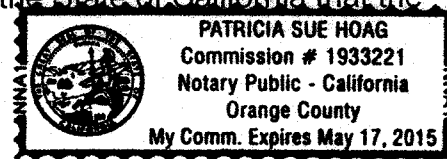
On April 16, 2013, before me, Patricia Sue Hoag, a Notary Public in and for said County and State, personally appeared Eddie R. Fischer and Ralph R. Neilson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged 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

Patricia Sue Hoag



[SEAL]

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]

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]

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]

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]



**ATTACHMENT "1"**  
**Temporary Construction Easement Area**  
**Exhibit "A": Legal Description and Exhibit "B": Plat Map (Depiction)**

1. A portion of Assessor's Parcel Number: 163-400-028 referenced as Parcel 0753-010A.

**EXHIBIT "A"**  
**CLAY STREET (GRADE SEPARATION)**  
**LEGAL DESCRIPTION**  
**0753-010A**

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES LYING WITHIN PARCEL 4 OF PARCEL MAP 16858 ON FILE IN BOOK 133, PAGES 98 AND 99, OF PARCEL MAPS RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID PARCEL MAP BEING A SECTIONALIZED SURVEY OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST, LYING WITHIN RANCH JURUPA, DESCRIBED AS FOLLOWS:

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

THENCE N 00°36'10" E ALONG SAID CENTERLINE OF CLAY STREET, A DISTANCE OF 508.02 FEET;

THENCE S 89°23'50" E, A DISTANCE OF 44.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 4, BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID CLAY STREET, AND **THE TRUE POINT OF BEGINNING**;

THENCE N 00°36'10" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 85.00 FEET;

THENCE S 89°23'50" E, A DISTANCE OF 42.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 86.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF CLAY STREET;

THENCE S 00°36'10" W ALONG SAID PARALLEL LINE, A DISTANCE OF 85.00 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 4;

THENCE N 89°23'50" W ALONG SAID SOUTHERLY LINE, A DISTANCE OF 42.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 3,570 SQUARE FEET, OR 0.0082 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000015560 TO OBTAIN GROUND DISTANCE.

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

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 4/10/2013



# EXHIBIT "B"

"AERIAL TCE"



SEC. 25 T.2S., R.6W.  
PCL 3 JURUPA RANCHO

PM 16858  
PMB 133/98-99

INST #436141  
NOV. 14, 1996

PCL 4

**PARCEL  
0753-010A**

3,570 SQ.FT.  
0.082 AC.

APN 163-400-028

R/W PER  
PM 133/98-99

CLAY STREET

N 00° 36' 10" E

EXISTING R/W

## LINE DATA

- ① N 00° 36' 10" E - 508.02'
- ② S 89° 23' 50" E - 44.00'
- ③ N 00° 36' 10" E - 85.00'
- ④ S 89° 23' 50" E - 42.00'
- ⑤ S 00° 36' 10" W - 85.00'
- ⑥ N 89° 23' 50" W - 42.00'
- ⑦ (N 89° 59' 11" E - 300.00')
- ⑧ (N 00° 00' 49" W - 215.00')

( ) - REC. PER PM 133/98-99

ESMT IN FAVOR OF  
SO. CAL. EDISON PER  
INST #176423 9/18/1981

PCL5

PCL 6

EXISTING R/W

LINARES AVENUE

N 89° 23' 50" W

R/W PER  
PM 133/98-99

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: 4/10/2013

PAR. NO.: 0753-010A

PREPARED BY: DGO

SCALE: N.T.S.

DATE: APRIL, 2013

W.O. NO.: B7-0753

SHEET 1 OF 1

**ATTACHMENT "2"**  
**Rental Price Breakdown**

Entity	Cash Totals
Eddie R. Fischer, Trustee of the Fischer Family Trust	\$1,840
Ralph R. Nielson, Trustee of the Ralph R. Nielson Family Trust	\$460
Henry C. Cox II, Trustee of the Henry C. Cox, II Survivor's Trust	\$1,150
John L. West and Beverly J. West, Trustees of the John L. West Trust	\$1,150
Total Rental Price	\$4,600

Recorded at request of and return to:  
Economic Development Agency/  
Facilities Management  
Real Estate Division  
On behalf of the Transportation Department  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, California 92501

**FREE RECORDING**

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

SV:mr/031413/296TR/15.598

(Space above this line for Recorder's use)

**PROJECT: CLAY STREET GRADE SEPARATION  
PROJECT**

**PARCELS: 0753-008A and 0753-008D**

**APN: 163-400-026 (portion)**

## **TEMPORARY CONSTRUCTION EASEMENT DEED**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged,

DE ANZA COUNTRY DE ANZA BUSINESS PARK, a California General Partnership ("Grantor")

Grant(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, its successors and assigns ("County"), a temporary non-exclusive easement to construct slope and for all purposes necessary to facilitate and accomplish the construction of the Clay Street Grade Separation Project, including temporary aerial easement for utility relocation purposes ("Project"), in, on, and along the real property situated in the City of Jurupa Valley, County of Riverside, State of California, identified as Portion of Assessor's Parcel Number 163-400-026, referenced as Parcel Nos. 0753-008A and 0753-008D described on Attachment "1," attached hereto and made a part hereof.

JUN 04 2013

3-20

Other terms of the Temporary Construction Easement Deed (hereinafter, the "Deed"):

1. AFFECTED PARCELS: The temporary construction easement area (TCE Area), used to construct slope and for all purposes necessary to facilitate and accomplish the construction of the Project, including temporary aerial easement for utility relocation purposes, are referenced as Parcels 0753-008A and 0753-008D, consisting of approximately 0.253 acres or 10,990 square feet as described on Attachment "1."
2. CONSIDERATION: Grantor grants a temporary right to County to enter upon and use the TCE Area of Grantor's property, and the County agrees to rent from Grantor all of the TCE Area property described herein, under the terms and conditions set forth in this Deed. The full consideration for the TCE Area consists of the rental price amount for the real property interests to be temporarily acquired by the County ("Rental Price"). The Rental Price in the amount of \$1,000 (One Thousand Dollars) is to be distributed to Grantor in accordance with this Deed.
3. COUNTY RESPONSIBILITIES: Upon the mutual execution of this Deed, County will open escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"). Promptly on the Escrow Holder's request the parties shall execute such additional Escrow instructions as are reasonably required to consummate the transaction contemplated by this Deed and are not consistent with this Deed. In the event of any conflict between the terms of this Deed and any additional Escrow instructions, the terms of this Deed shall control. The Escrow will hold all funds deposited by the County in an escrow account ("Escrow Account") that is interest bearing and at a bank approved by County with interest accruing for the benefit of County. The Escrow Account shall remain open until all charges due and payable have been paid and settled; any remaining funds shall be refunded to the County.
  - a. Upon the opening of Escrow, the County shall deposit the Consideration as follows:
    - i. Rental Price: Deposit into Escrow the Rental Price in the amount of One Thousand Dollars (\$1,000) (the "Deposit").
  - b. On or before the date that Escrow is to close ("Close of Escrow")
    - i. Closing Costs. County will deposit to Escrow Holder amounts sufficient for all escrow, recording and reconveyance fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefore. Said escrow and recording charges shall not include documentary transfer tax as County is exempt pursuant to Ca Govt. Code section 6103 and Ca Revenue and Taxation Code section 11922.

- c. County will authorize the Escrow Holder to close Escrow and release the Deposit, in accordance with the provisions herein, to Grantor conditioned only upon the satisfaction by County:
    - i. The deposit of the Temporary Construction Easement Deed executed, acknowledged and delivered to Yolanda King, Real Property Agent for the County or to Escrow Holder, temporarily granting the portion of the property for recordation in the Official Records of the County Recorder of said Riverside County ("Official Records") upon Close of Escrow:
4. GRANTOR RESPONSIBILITIES: Execute and acknowledge the Deed in favor of the County of Riverside dated \_\_\_\_\_ identified as Parcel Numbers 0753-008A and 0753-008D and deliver Deed to Yolanda King, Real Property Agent for the County or to the Escrow Holder.
5. NOTICE TO GRANTOR: County shall provide a thirty (30) day written notice to Grantor prior to using the rights herein granted. The rights herein granted may be exercised for twenty-four (24) months from the thirty (30) day written notice, or until completion of said Project, whichever occurs later. At the expiration of the Temporary Construction Easement term, County shall quitclaim its interest in such property to Grantor or Grantor's successor.
6. EQUIPMENT: It is understood that the County may enter upon the TCE Area where appropriate or designated for the purpose of getting equipment to and from the TCE Area. County agrees not to damage the TCE Area in the process of performing such activities.
7. DEBRIS REMOVED: At the termination of the period of use of TCE Area by County, but before its relinquishment to Grantor, debris generated by County's use will be removed and the surface will be graded and left in a neat condition.
8. HOLD HARMLESS: Grantor shall be held harmless from all claims of third persons arising from the County's use of the TCE Area permitted under this Deed; however, this hold harmless agreement does not extend to any liability arising from or as a consequence of the presence of hazardous waste on the property.
9. OWNERSHIP: Grantor hereby warrants that they are the owners of the property and that they have the right to grant County permission to enter upon and use the property.
10. ENTIRE DEED: This Deed is the result of negotiations between the parties hereto. This Deed is intended by the parties as a final expression of their understanding with respect to the matters herein and is a complete and exclusive statement of the terms and conditions hereof. This Deed supersedes any and all other prior agreements or understandings, oral or written, in connection therewith. No

provision contained herein shall be construed against the County solely because it provided or prepared this Deed.

11. MODIFICATIONS IN WRITING: This Deed shall not be changed, modified, or amended except upon the written consent of the parties hereto.
12. SUCCESSORS AND ASSIGNS: Grantor, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this Deed, and all the parties thereto shall be jointly and severally liable thereunder.
13. TITLES AND HEADINGS: Titles and headings to articles, paragraphs, or subparagraphs herein are for the purpose of convenience and reference only, and shall in no way limit, define or otherwise affect the provisions of this Deed.
14. GOVERNING LAW AND VENUE: Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights providing for by this Deed shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)



15. COUNTERPART: This Deed 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.

Dated: JUN 04 2013

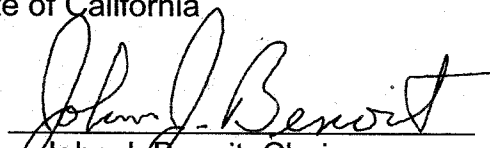
COUNTY:

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


GRANTOR:

DE ANZA COUNTRY DE ANZA  
BUSINESS PARK

By:

  
John J. Benoit, Chairman  
Board of Supervisors

By:

  
Name: HENRY C. COX, II

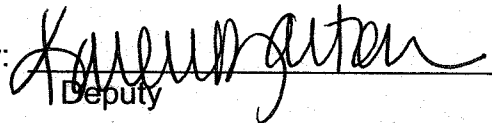
Its:

GENERAL PARTNER

ATTEST:

Kecia Harper-Ihem  
Clerk of the Board


By:

  
Deputy

APPROVED AS TO FORM:

Pamela J. Walls  
County Counsel

By:

  
Patricia Munroe  
Deputy County Counsel

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

§

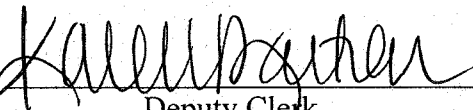
On June 4, 2013, before me, Karen Barton, Board Assistant, personally appeared John J. Benoit, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia Harper-Ihem  
Clerk of the Board of Supervisors

By:

  
Deputy Clerk

(SEAL)

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

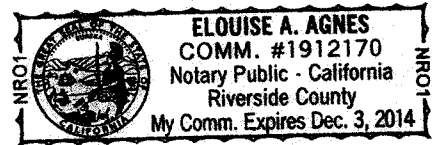
)  
)ss  
)

On 4-15-13, before me, ELOUISE AGNES, a Notary Public in and for said County and State, personally appeared HENRY COX II, 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 Eloise A Agnes



[SEAL]

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

)  
)ss  
)

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]

**ATTACHMENT "1"**  
**Temporary Construction Easement Areas**  
**Exhibit "A": Legal Descriptions and Exhibit "B": Plat Maps (Depictions)**

1. A portion of Assessor's Parcel Number: 163-400-026 referenced as Parcel 0753-008A
2. A portion of Assessor's Parcel Number: 163-400-026 referenced as Parcel 0753-008D

**EXHIBIT "A"**  
**CLAY STREET (GRADE SEPARATION)**  
**LEGAL DESCRIPTION**  
**0753-008A**

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, BEING A PORTION OF PARCEL 5 OF PARCEL MAP 16858 ON FILE IN BOOK 133, PAGES 98 AND 99 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID PARCEL MAP LYING WITHIN SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST OF THE SECTIONALIZED SURVEY OF THE JURUPA RANCHO ON FILE IN BOOK 9, PAGE 26 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

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

THENCE N 00°36'10" E ALONG SAID CENTERLINE OF CLAY STREET, A DISTANCE OF 273.02 FEET;

THENCE S 89°23'50" E, A DISTANCE OF 44.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 5, BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID CLAY STREET AND THE **TRUE POINT OF BEGINNING**;

THENCE N 00°36'10" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 235.00 FEET TO THE NORTHERLY LINE OF SAID PARCEL 5;

THENCE S 89°23'50" E ALONG SAID NORTHERLY LINE, A DISTANCE OF 10.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 54.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF CLAY STREET;

THENCE S 00°36'10" W ALONG SAID PARALLEL LINE, A DISTANCE OF 200.00 FEET;

THENCE S 89°23'50" E A DISTANCE OF 35.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 86.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF CLAY STREET;

THENCE S 00°36'10" W ALONG SAID PARALLEL LINE, A DISTANCE OF 35.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 5;

THENCE N 89°23'50" W ALONG SAID SOUTHERLY LINE, A DISTANCE OF 42.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 3,470 SQUARE FEET, OR 0.080 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: \_\_\_\_\_



**EXHIBIT "B"**  
 "TEMPORARY CONSTRUCTION EASEMENT"

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

PCL 4

PM 16858  
 PM 133/98-99

PCL 5

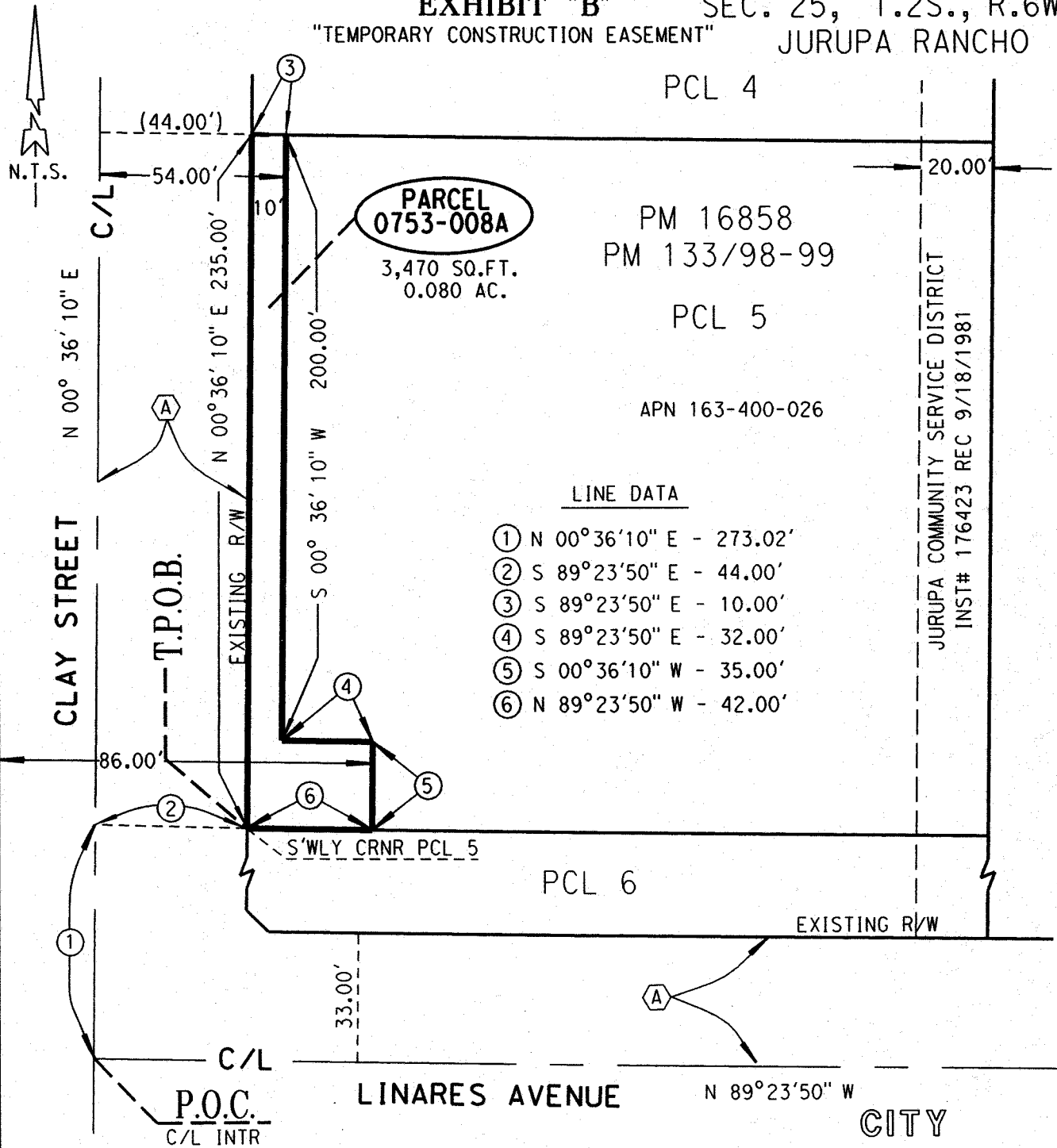
APN 163-400-026

**PARCEL**  
**0753-008A**

3,470 SQ.FT.  
 0.080 AC.

LINE DATA

- ① N 00°36'10" E - 273.02'
- ② S 89°23'50" E - 44.00'
- ③ S 89°23'50" E - 10.00'
- ④ S 89°23'50" E - 32.00'
- ⑤ S 00°36'10" W - 35.00'
- ⑥ N 89°23'50" W - 42.00'



**CLAY STREET**

**PCL 6**

**LINARES AVENUE**

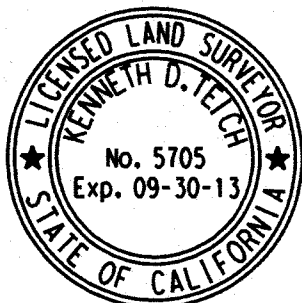
N 89°23'50" W

**CITY**  
**OF**

**JURUPA VALLEY**

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

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



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

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

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: *[Signature]*

DATE: 4-9-13

PAR. NO.: 0753-008A

PREPARED BY: DGO

SCALE: N.T.S.

DATE: APRIL, 2013

W.O. NO.: B7-0753

SHEET 1 OF 1

**EXHIBIT "A"**  
**CLAY STREET (GRADE SEPARATION)**  
**LEGAL DESCRIPTION**  
**0753-008D**

AN AERIAL EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, BEING A PORTION OF PARCEL 5 OF PARCEL MAP 16858 ON FILE IN BOOK 133, PAGES 98 AND 99 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID PARCEL MAP LYING WITHIN SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST OF THE SECTIONALIZED SURVEY OF THE JURUPA RANCHO ON FILE IN BOOK 9, PAGE 26 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

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

THENCE N 00°36'10" E ALONG SAID CENTERLINE OF CLAY STREET, A DISTANCE OF 273.02 FEET;

THENCE S 89°23'50" E, A DISTANCE OF 54.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 54.00 EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF CLAY STREET, BEING A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 5 AND THE **TRUE POINT OF BEGINNING**;

THENCE N 00°36'10" E ALONG SAID PARALLEL LINE, A DISTANCE OF 235.00 FEET TO THE NORTHERLY LINE OF SAID PARCEL 5;

THENCE S 89°23'50" E ALONG SAID NORTHERLY LINE, A DISTANCE OF 32.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 86.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF CLAY STREET;

THENCE S 00°36'10" W ALONG SAID PARALLEL LINE, A DISTANCE OF 235.00 FEET TO SAID SOUTHERLY LINE OF PARCEL 5;

THENCE N 89°23'50" W ALONG SAID SOUTHERLY LINE, A DISTANCE OF 32.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 7,520 SQUARE FEET, OR 0.173 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000015560 TO OBTAIN GROUND DISTANCE.

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

SEE ATTACHED EXHIBIT "B"

APPROVED BY: *Timothy F. Rayburn*  
DATE: 4/10/2013

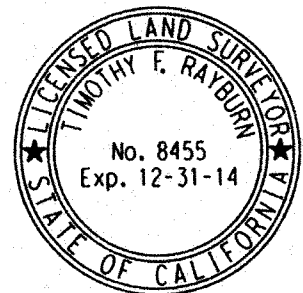
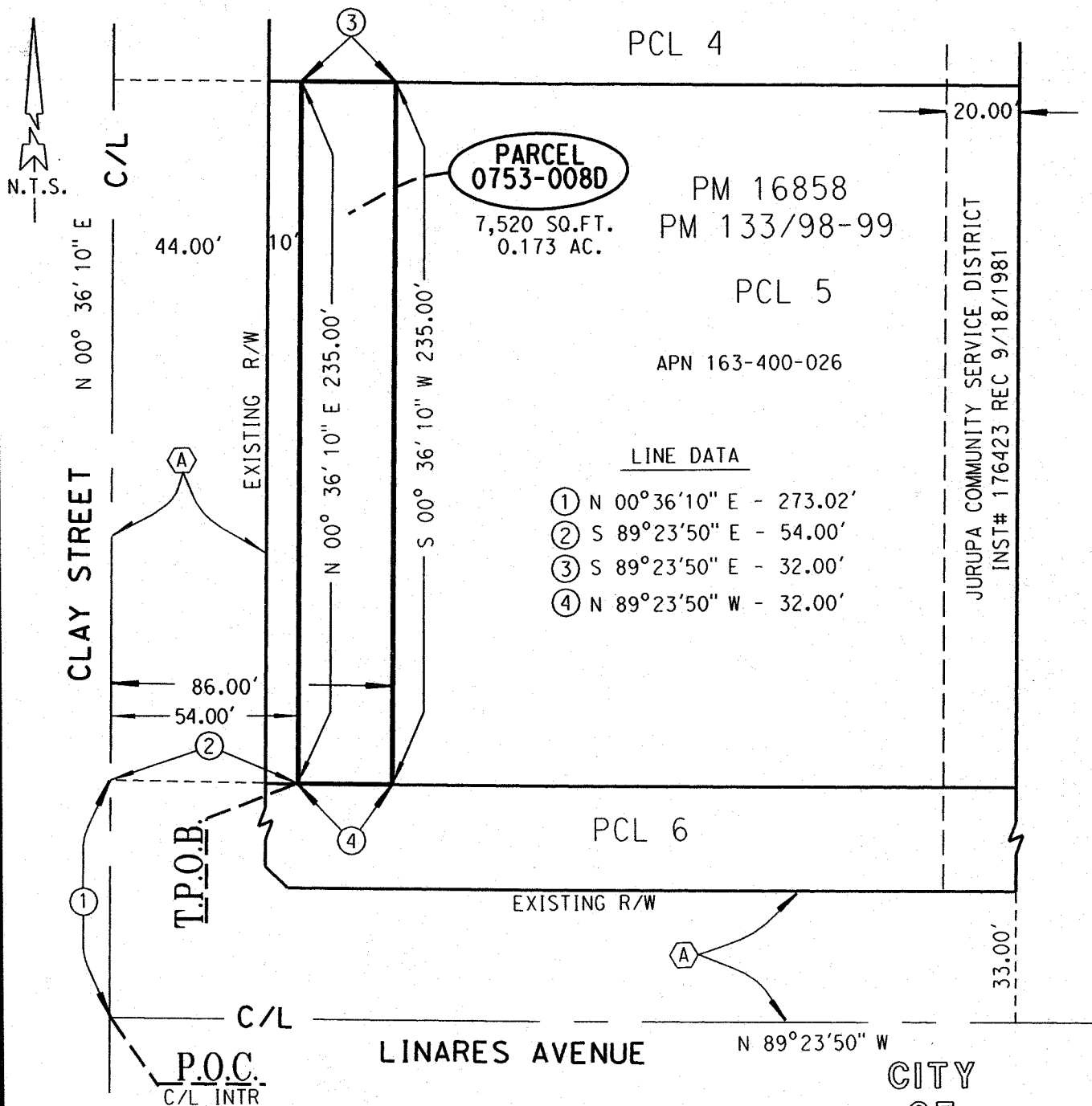


EXHIBIT "B"  
"AERIAL TCE"

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



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

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

JURUPA VALLEY



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

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: CLAY STREET (GRADE 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: *David L. Ryl* DATE: 4/10/2013

PAR. NO.: 0753-008D

PREPARED BY: DGO

SCALE: N.T.S.

DATE: APRIL, 2013

W.O. NO.: B7-0753

SHEET 1 OF 1



Recorded at request of and return to:  
Economic Development Agency/  
Facilities Management  
Real Estate Division  
On behalf of the Transportation Department  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, California 92501

FREE RECORDING

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

SV:ra/031313/296TR/15.604

(Space above this line for Recorder's use)

PROJECT: CLAY STREET GRADE SEPARATION  
PROJECT

PARCELS: 0753-006E and 0753-006F

APN: 163-400-023 (portion)

## TEMPORARY CONSTRUCTION EASEMENT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are  
hereby acknowledged,

EDDIE R. FISCHER, as Trustee of The Fischer Family Trust established January 24, 1975,  
as amended and restated January 14, 1988, as to an undivided 40% interest; RALPH R.  
NIELSON, Trustee of the Ralph R. Nielson Family Trust dated April 3, 2003, as to an  
undivided 10% interest; HENRY C. COX II, Trustee of the Henry C. Cox, II Survivors Trust  
dated February 16, 1989, as to an undivided 25% interest; and JOHN L. WEST AND  
BEVERLY J. WEST, Trustees of the John L. West Trust dated March 16, 1978, as to an  
undivided 25% interest ("Grantor")

Grant(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California,  
its successors and assigns, ("County"), a temporary non-exclusive easement for all  
purposes necessary to facilitate and accomplish the construction of the Clay Street Grade  
Separation Project, including temporary aerial easement for utility relocation purposes  
("Project"), in, on, and along the real property situated in the City of Jurupa Valley, County  
of Riverside, State of California, identified as a portion of Assessor's Parcel Number 163-  
400-023, referenced as Parcel Nos. 0753-006E and 0753-006F described on Attachment  
"1," attached hereto and made a part hereof.

JUN 04 2013

3-20

Other terms of the Temporary Construction Easement Deed (hereinafter, the "Deed"):

1. AFFECTED PARCELS: The temporary construction easement area (TCE Area), used for all purposes necessary to facilitate and accomplish the construction of the Project, including temporary aerial easement for utility relocation purposes, is referenced as Parcels 0753-006E and 0753-006F consisting of approximately 1.81 acres or 78,854 square feet as described on Attachment "1."
2. CONSIDERATION: Grantor grants a temporary right to County to enter upon and use the TCE Area of Grantor's property, and the County agrees to rent from Grantor all of the TCE Area property described herein, under the terms and conditions set forth in this Deed. The full consideration for the TCE Area consists of the rental price amount for the real property interests to be temporarily acquired by the County ("Rental Price"). The Rental Price in the amount of \$15,000 (Fifteen Thousand Dollars) is to be distributed to respective parties of Grantor in accordance with this Deed, as shown on Attachment "2," attached hereto and made a part hereof.
3. COUNTY RESPONSIBILITIES: Upon the mutual execution of this Deed, County will open escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"). Promptly on the Escrow Holder's request the parties shall execute such additional Escrow instructions as are reasonably required to consummate the transaction contemplated by this Deed and are not consistent with this Deed. In the event of any conflict between the terms of this Deed and any additional Escrow instructions, the terms of this Deed shall control. The Escrow will hold all funds deposited by the County in an escrow account ("Escrow Account") that is interest bearing and at a bank approved by County with interest accruing for the benefit of County. The Escrow Account shall remain open until all charges due and payable have been paid and settled; any remaining funds shall be refunded to the County.
  - a. Upon the opening of Escrow, the County shall deposit the Consideration as follows:
    - i. Rental Price: Deposit into Escrow the Rental Price in the amount of Fifteen Thousand Dollars (\$15,000) (the "Deposit").
  - b. On or before the date that Escrow is to close ("Close of Escrow")
    - i. Closing Costs. County will deposit to Escrow Holder amounts sufficient for all escrow, recording and reconveyance fees incurred in this transaction, and if title insurance is desired by County, the premium charged therefore. Said escrow and recording charges shall not include documentary transfer tax as County is exempt pursuant to Ca Govt. Code section 6103 and Ca Revenue and Taxation Code section 11922.

- c. County will authorize the Escrow Holder to close Escrow and release the Deposit, in accordance with the provisions herein, to Grantor conditioned only upon the satisfaction by County:
    - i. The deposit of the Temporary Construction Easement Deed executed, acknowledged and delivered to Yolanda King, Real Property Agent for the County or to Escrow Holder, temporarily granting the portion of the property for recordation in the Official Records of the County Recorder of said Riverside County ("Official Records") upon Close of Escrow:
4. GRANTOR RESPONSIBILITIES: Execute and acknowledge the Deed in favor of the County of Riverside dated 4-16-13 identified as Parcel Numbers 0753-006E and 0753-006F and deliver Deed to Yolanda King, Real Property Agent for the County or to the Escrow Holder.
5. NOTICE TO GRANTOR: County shall provide a thirty (30) day written notice to Grantor prior to using the rights herein granted. The rights herein granted may be exercised for twenty-four (24) months from the thirty (30) day written notice, or until completion of said Project, whichever occurs later. At the expiration of the Temporary Construction Easement term, County shall quitclaim its interest in such property to Grantor or Grantor's successor.
6. EQUIPMENT: It is understood that the County may enter upon the TCE Area where appropriate or designated for the purpose of getting equipment to and from the TCE Area. County agrees not to damage the TCE Area in the process of performing such activities.
7. DEBRIS REMOVED: At the termination of the period of use of TCE Area by County, but before its relinquishment to Grantor, debris generated by County's use will be removed and the surface will be graded and left in a neat condition.
8. HOLD HARMLESS: Grantor shall be held harmless from all claims of third persons arising from the County's use of the TCE Area permitted under this Deed; however, this hold harmless agreement does not extend to any liability arising from or as a consequence of the presence of hazardous waste on the property.
9. OWNERSHIP: Grantor hereby warrants that they are the owners of the property and that they have the right to grant County permission to enter upon and use the property.
10. ENTIRE DEED: This Deed is the result of negotiations between the parties hereto. This Deed is intended by the parties as a final expression of their understanding with respect to the matters herein and is a complete and exclusive statement of the terms and conditions hereof. This Deed supersedes any and all other prior agreements or understandings, oral or written, in connection therewith. No

provision contained herein shall be construed against the County solely because it provided or prepared this Deed.

11. MODIFICATIONS IN WRITING: This Deed shall not be changed, modified, or amended except upon the written consent of the parties hereto.
12. SUCCESSORS AND ASSIGNS: Grantor, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this Deed, and all the parties thereto shall be jointly and severally liable thereunder.
13. TITLES AND HEADINGS: Titles and headings to articles, paragraphs, or subparagraphs herein are for the purpose of convenience and reference only, and shall in no way limit, define or otherwise affect the provisions of this Deed.
14. GOVERNING LAW AND VENUE: Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights providing for by this Deed shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
15. EMINENT DOMAIN: County is a public entity possessing the authority to acquire real property through eminent domain proceedings. The Parties acknowledge that the Property is being conveyed by Grantor to County in lieu of condemnation by County.

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

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16. COUNTERPART: This Deed 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.

Dated: APRIL 16, 2013

COUNTY:

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

By: John J. Benoit

John J. Benoit, Chairman  
Board of Supervisors

GRANTOR:

EDDIE R. FISCHER, as Trustee of the Fischer  
Family established January 24, 1975, as  
amended and restated January 14, 1988, as to  
an undivided 40% interest

By: Eddie R. Fischer

Eddie R. Fischer, Trustee

ATTEST:

Kecia Harper-Ihem  
Clerk of the Board

By: Kecia Harper-Ihem

Deputy

RALPH R. NIELSON, Trustee of the Ralph R.  
Nielson Family Trust dated April 3, 2003, as to  
an undivided 10% interest

By: Ralph R. Nielson

Ralph R. Nielson, Trustee

APPROVED AS TO FORM:  
Pamela J. Walls  
County Counsel

By: Pamela J. Walls

Patricia Munroe  
Deputy County Counsel

HENRY C. COX II, Trustee of the Henry C. Cox,  
II Survivor's Trust dated February 16, 1989,  
as to an undivided 25% interest

By: Henry C. Cox, II

Henry C. Cox, II, Trustee

JOHN L. WEST AND BEVERLY J. WEST,  
Trustees of the John L. West Trust dated March  
16, 1978, as to an undivided 25% interest

By: John L. West

John L. West, Trustee

By: Beverly J. West

Beverly L. West, Trustee

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STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

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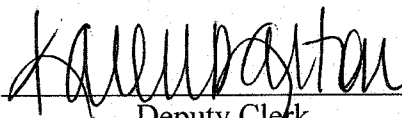
On June 4, 2013, before me, Karen Barton, Board Assistant, personally appeared John J. Benoit, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the 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

Kecia Harper-Ihem  
Clerk of the Board of Supervisors

By:

  
Deputy Clerk

(SEAL)

STATE OF CALIFORNIA

COUNTY OF

RIVERSIDE

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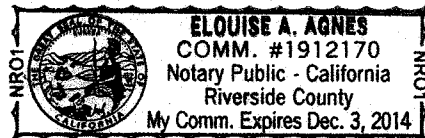
On 4-15-13, before me, ELUISE A. AGNES, a Notary Public in and for said County and State, personally appeared HELEN C. PORT, JOHN L. WEST & BEVERLY J. WEST, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged 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

Elouise A. Agnes



[SEAL]

STATE OF CALIFORNIA

COUNTY OF

Orange

)  
)ss  
)

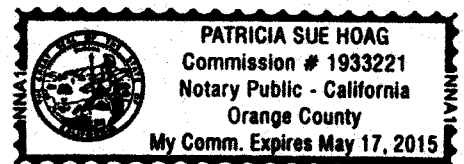
On April 16, 2013, before me, Patricia Sue Hoag, a Notary Public in and for said County and State, personally appeared Eddie R. Fischer and Ralph R. Nelson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged 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

Patricia Sue Hoag



[SEAL]

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]

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]



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]

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]

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]

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]

**ATTACHMENT "1"**  
**Temporary Construction Easement Area**  
**Exhibit "A": Legal Description and Exhibit "B": Plat Map (Depiction)**

1. A portion of Assessor's Parcel Number: 163-400-023 referenced as Parcels 0753-006E and 0753-006F.

**EXHIBIT "A"**  
**CLAY STREET (GRADE SEPARATION)**  
**LEGAL DESCRIPTION**  
**0753-006E**

AN AERIAL EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES LYING WITHIN PARCEL 7 OF PARCEL MAP 16858 ON FILE IN BOOK 133, PAGES 98 AND 99 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID PARCEL MAP LYING WITHIN SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST OF THE SECTIONALIZED SURVEY OF THE JURUPA RANCHO ON FILE IN BOOK 9, PAGE 26 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

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

THENCE S 00°36'10" W ALONG SAID CENTERLINE OF CLAY STREET, A DISTANCE OF 446.07 FEET;

THENCE S 89°23'50" E, A DISTANCE OF 44.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 7, BEING THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SAID CLAY STREET AND THE NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY (100.00 FOOT FULL WIDTH), AS SHOWN ON SAID PARCEL MAP;

THENCE N 77°41'31" E ALONG THE SOUTHERLY LINE OF SAID PARCEL 7, A DISTANCE OF 14.36 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 58.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF CLAY STREET AND THE **TRUE POINT OF BEGINNING**;

THENCE N 00°36'10" E, ALONG SAID PARALLEL LINE, A DISTANCE OF 399.61 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 1.10 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE RIGHT-OF-WAY CORNER CUTBACK LINE OF LOT "C" (LINARES AVENUE) AS SHOWN BY SAID PARCEL MAP;

THENCE N 44°23'02" E ALONG SAID PARALLEL LINE, A DISTANCE OF 12.69 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 34.10 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF LINARES AVENUE;

THENCE S 89°23'50" E ALONG SAID PARALLEL LINE, A DISTANCE OF 27.22 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 94.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF CLAY STREET;

THENCE S 00°36'10" W ALONG SAID PARALLEL LINE, A DISTANCE OF 400.51 FEET TO SAID SOUTHERLY LINE OF PARCEL 7;

THENCE S 77°41'31" W ALONG SAID SOUTHERLY LINE, A DISTANCE OF 36.93 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 14,525 SQUARE FEET, OR 0.333 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000015560 TO OBTAIN GROUND DISTANCE.

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

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 4/10/2013



# EXHIBIT "B"

"AERIAL TCE"

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

P.O.C.  
C/L INTR.

R/W PER  
PM 133/98-99

LINARES AVENUE

C/L

N 89°23'50" W



CLAY STREET

EXISTING R/W

EXISTING R/W

INST #436142  
NOV. 14, 1996  
APN 163-400-023

PCL 7

ESMT IN FAVOR OF  
SCE PER INST.  
INST # 3572 11/28/1950

PARCEL  
0753-006E

14,525 SQ.FT.  
0.333 AC.

LINE DATA

- ① S 89°23'50" E - 44.00'
- ② N 77°41'31" E - 14.36'
- ③ N 00°36'10" E - 399.61'
- ④ N 44°23'02" E - 12.69'
- ⑤ S 89°23'50" E - 27.22'
- ⑥ S 00°36'10" W - 400.51'
- ⑦ S 77°41'31" W - 36.93'

PM 16858

PMB 133/98-99

R/W PER  
PM 133/98-99

ESMT IN FAVOR OF  
SCE PER INST.  
INST #35170 2/14/86

C/L

44'

94'

58'

20'

13'

6'

25'

20'

20'

20'

20'

20'

20'

20'

20'

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②

T.P.O.B.

CITY  
OF

JURUPA VALLEY

ESMT IN FAVOR OF  
J.C.S.D. PER  
INST #176423 9/18/1981



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 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.: 0753-006E

PREPARED BY: DGO

SCALE: N.T.S.

DATE: APRIL, 2013

W.O. NO.: B7-0753

APPROVED BY: *Handwritten Signature* DATE: 4/10/2013

SHEET 1 OF 1

**EXHIBIT "A"**  
**CLAY STREET (GRADE SEPARATION)**  
**LEGAL DESCRIPTION**  
**0753-006F**

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, BEING A PORTION OF PARCEL 7 OF PARCEL MAP 16858 ON FILE IN BOOK 133, PAGES 98 AND 99 OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID PARCEL MAP LYING WITHIN SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST OF THE SECTIONALIZED SURVEY OF THE JURUPA RANCHO ON FILE IN BOOK 9, PAGE 26 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

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

THENCE S 89°23'50" E ALONG SAID CENTERLINE OF LINARES AVENUE, A DISTANCE OF 281.46 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 62.50 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EASTERLY LINE OF SAID PARCEL 7;

THENCE S 00°36'10" W ALONG SAID PARALLEL LINE, A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LINARES AVENUE, BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID PARALLEL LINE S 00°36'10" W, A DISTANCE 39.00 FEET;

THENCE S 44°29'08" E, A DISTANCE OF 45.89 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 30.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID EASTERLY LINE OF PARCEL 7 ;

THENCE S 00°36'10" W ALONG SAID PARALLEL LINE, A DISTANCE OF 186.81 FEET;

THENCE N 89°23'50" W, A DISTANCE OF 120.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 150.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EASTERLY LINE OF SAID PARCEL 7;

THENCE S 00°36'10" W ALONG SAID PARALLEL LINE, A DISTANCE OF 79.45 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 40.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY (100.00 FOOT FULL WIDTH), AS SHOWN ON SAID PARCEL MAP;

THENCE S 77°41'31" W ALONG SAID PARALLEL LINE, A DISTANCE OF 8.83 FEET;

THENCE S 12°18'29" E, A DISTANCE OF 20.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 20.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE S 77°41'31" W ALONG SAID PARALLEL LINE, A DISTANCE OF 89.19 FEET;

THENCE N 12°18'29" W, A DISTANCE 5.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 25.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE S 77°41'31" W ALONG SAID PARALLEL LINE, A DISTANCE OF 7.98 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 94.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF CLAY STREET;

**EXHIBIT "A"**  
**CLAY STREET (GRADE SEPARATION)**  
**LEGAL DESCRIPTION (CONTINUED)**  
**0753-006F**

THENCE N 00°36'10" E ALONG SAID PARALLEL LINE, A DISTANCE OF 366.47 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 42.50 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF LINARES AVENUE;

THENCE S 89°23'50" E ALONG SAID PARALLEL LINE, A DISTANCE OF 172.51 FEET;

THENCE N 00°36'10" E, A DISTANCE OF 9.50 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LINARES AVENUE;

THENCE S 89°23'50" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 14.96 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 64,329 SQUARE FEET, OR 1.477 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000015560 TO OBTAIN GROUND DISTANCE.

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

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 4/10/2013



PM 16858  
PMB 133/98-99

**EXHIBIT "B"**  
"TCE"

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

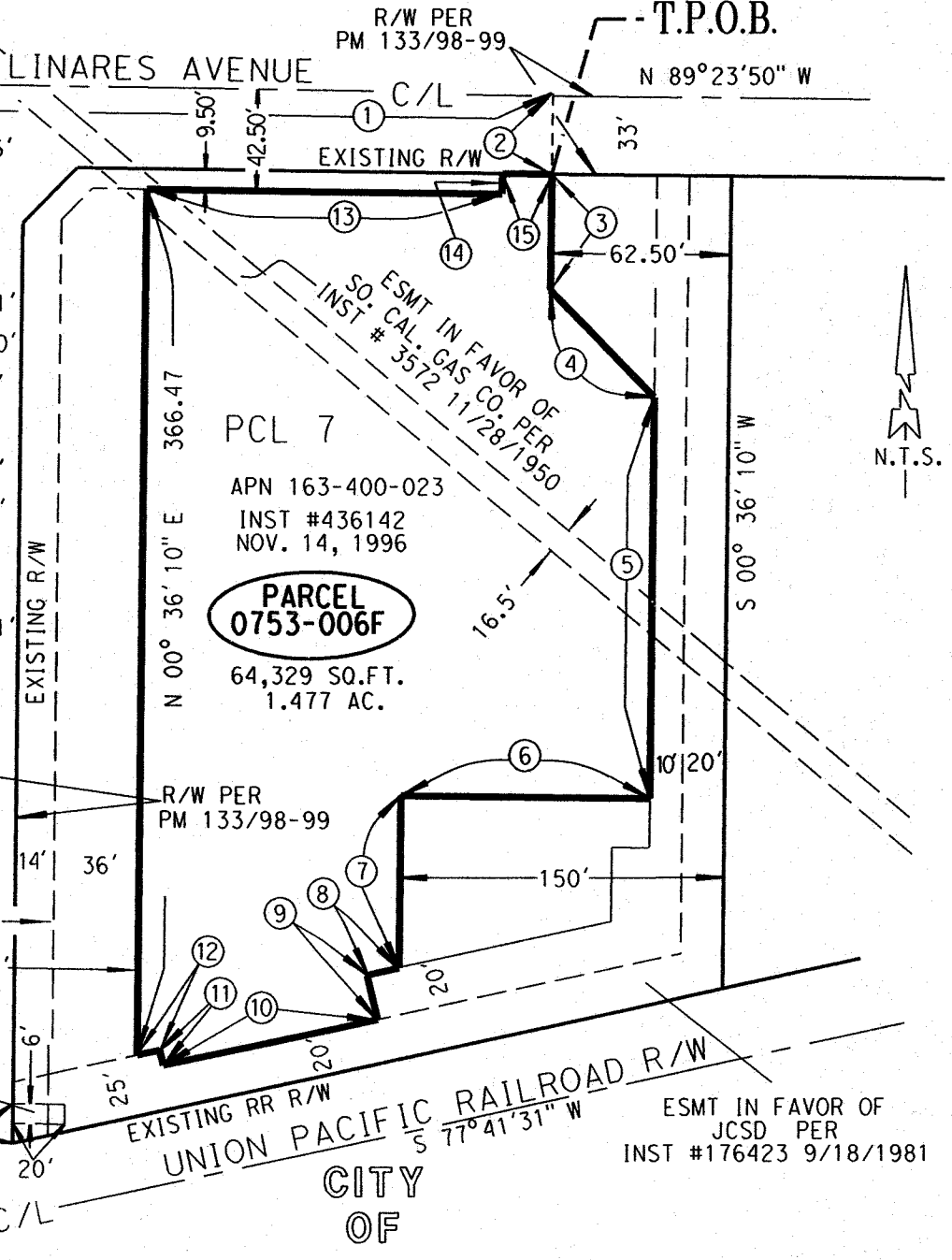
JURUPA RANCHO

-T.P.O.B.

P.O.C.  
C/L INTR.

LINE DATA

- ① S 89°23'50" E - 281.46'
- ② S 00°36'10" W - 33.00'
- ③ S 00°36'10" W - 39.00'
- ④ S 44°29'08" E - 45.89'
- ⑤ S 00°36'10" W - 186.81'
- ⑥ N 89°23'50" W - 120.00'
- ⑦ S 00°36'10" W - 79.45'
- ⑧ S 77°41'31" W - 8.83'
- ⑨ S 12°18'29" E - 20.00'
- ⑩ S 77°41'31" W - 89.19'
- ⑪ N 12°18'29" W - 5.00'
- ⑫ S 77°41'31" W - 7.98'
- ⑬ S 89°23'50" E - 172.51'
- ⑭ N 00°36'10" E - 9.50'
- ⑮ S 89°23'50" E - 14.96'



ESMT IN FAVOR OF  
SCE PER  
INST #35170 2/14/1986

ESMT IN FAVOR OF  
JCSD PER  
INST #176423 9/18/1981

CITY  
OF  
JURUPA VALLEY



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: 4/10/2013

PAR. NO.: 0753-006F

PREPARED BY: DGO

SCALE: N.T.S.

DATE: APRIL, 2013

W.O. NO.: B7-0753

SHEET 1 OF 1



**ATTACHMENT "2"**  
**Rental Price Breakdown**

Entity	Cash Totals
Eddie R. Fischer, Trustee of the Fischer Family Trust	\$6,000
Ralph R. Nielson, Trustee of the Ralph R. Nielson Family Trust	\$1,500
Henry C. Cox II, Trustee of the Henry C. Cox, II Survivor's Trust	\$3,750
John L. West and Beverly J. West, Trustees of the John L. West Trust	\$3,750
Total Rental Price	\$15,000