

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

234
A



SUBMITTAL DATE:
July 3, 2013

FROM: Economic Development Agency/Facilities Management and
Transportation Department

SUBJECT: Right of Way Acquisition Agreement and Temporary Construction Easement Deed for the
Clay Street Grade Separation Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Right of Way Acquisition Agreement for Parcels 0753-007A, 0753-007B, 0753-00E, and 0753-007F and Temporary Construction Easement Deed for Parcels 0753-007C and 0753-007D, all within portions of Assessor's Parcel Number 163-400-025;

(Continued)

Patricia Romo
Assistant Director of Transportation

Juan C. Perez, Director
Transportation and Land Management

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 321,100	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/14

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: Congestion Mitigation and Air Quality (CMAQ) – 87% and Transportation Development Act (TDA) – 13%	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY:
Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: July 16, 2013
xc: EDA, Transp., Auditor

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 3-33 of 2/26/13; 3-23 of 3/12/13 | **District:** 2/2 | **Agenda Number:** 3-23

ATTACHMENTS FILED

FORM APPROVED COUNTY COUNSEL
DATE: 6/20/13
BY: PATRICIA MUNROE

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Samuel Wong 7/2/13
SAMUEL WONG

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

RECEIVED COUNTY OF RIVERSIDE
COUNTY CLERK'S OFFICE

RECOMMENDED MOTION: (Continued)

2. Authorize the Chairman of the Board to execute these documents on behalf of the County;
3. Authorize and allocate the sum of \$257,485 to acquire Parcels 0753-007A, 0753-007B, 0753-007E, and 0753-007F; and \$22,515 for temporary access to Parcels 0753-007C and 0753-007D and \$41,100 to pay all related transaction costs; and
4. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute any other documents and administer all actions necessary to complete this transaction.

BACKGROUND:

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

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

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

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

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

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the acquisition of permanent and temporary rights of a portion of the property with Paul Nikolau and Joyce Nikolau, as Trustees of the Nikolau Living Trust (Nikolau) for the full settlement price of \$280,000. There are costs of \$41,100 associated with this transaction. Nikolau will execute the following deeds: 1) Easement Deeds referenced as Parcels 0753-007A and 0753-007F in favor of the City of Jurupa Valley, 2) Easement Deeds referenced as Parcels 0753-007B and 0753-007E in favor of Jurupa Community Services District, and 3) Temporary Construction Deed referenced as Parcels 0753-007C and 0753-007D.

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

FINANCIAL DATA: (Commences on Page 3)

FINANCIAL DATA:

The following summarizes the funding necessary for the acquisition and temporary construction easement of portions of Assessor's Parcel Number 163-400-025:

Acquisition	\$257,485
Temporary Construction Easement	22,515
Estimated Title and Escrow Charges	5,000
Preliminary Title Report	400
County Appraisals Real Property - \$10,200 Goodwill - \$5,500	15,700
EDA/FM Real Property Staff Time	20,000
Total Estimated Acquisition Costs	\$321,100

All costs associated with the acquisition of this property are fully funded in the Transportation Department's budget for FY 2013/14. No additional net county cost will be incurred as a result of this transaction.

Attachments:

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

1 PROJECT: Clay Street Grade Separation Project
2 PARCEL(S): 0753-007A, 0753-007B, 0753-007E and 0753-
3 007F
4 APN: 163-400-025 (PORTION)
5

6 **RIGHT OF WAY ACQUISITION AGREEMENT**

7 This Right of Way Acquisition Agreement, ("Agreement"), is made by and
8 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California
9 ("County"), and PAUL NIKOLAU AND JOYCE NIKOLAU, as Trustees of the Nikolau
10 Living Trust, dated September 13, 2005, ("Grantor"). County and Grantor are
11 sometimes collectively referred to as "Parties."

12 **RECITALS**

13 WHEREAS, Grantor owns that certain real property located at 6400 Clay Street
14 in the City of Jurupa Valley, County of Riverside, State of California, as referenced on
15 the Plat Map identified as Attachment "1," attached hereto and made a part hereof.
16 The real property consisting of 1.64 acres of land improved with a restaurant and is
17 also known as Assessor's Parcel Number: 163-400-025 ("Property"); and

18 WHEREAS, Grantor desires to sell to the County and the County desires to
19 purchase a portion of the easement interests in the Property ("ROW"), for the purpose
20 of constructing the road improvements, including relocating utilities and constructing
21 retaining walls for the Clay Street Grade Separation Project ("Project") as follows: an
22 Easement Deed in favor of the City of Jurupa Valley for road purposes referenced as
23 Parcel 0753-007A and described on Attachment "2A" attached hereto and made a part
24 hereof; an Easement Deed in favor of the Jurupa Community Services District for
25 sewer purposes referenced as Parcel 0753-007B and described on Attachment "2B"
26 attached hereto and made a part hereof; and an Easement Deed in favor of the Jurupa
27 Community Services District for access purposes referenced as Parcel 0753-007E and
28 described on Attachment "2C" attached hereto and made a part hereof; and an

1 Easement Deed in favor of the City of Jurupa Valley for footing purposes referenced as
2 Parcel 0753-007F and described on Attachment "2D" attached hereto and made a part
3 hereof, pursuant to the terms and conditions set forth herein; and

4 WHEREAS, concurrently with this Agreement, the Parties intend to enter into a
5 Temporary Construction Easement Deed to grant County the right to temporarily use
6 portions of the Property, as described therein, to construct a retaining wall on Clay
7 Street and portion of Linares Avenue and temporary utility relocation, and for all
8 purposes necessary to facilitate and accomplish the construction of the Project;

9 WHEREAS, Grantor leases the property to Athens Restaurant, Inc. dba
10 Goldstar Hamburgers (Goldstar), as Tenant, for the purpose of a sit-down and drive-
11 through restaurant;

12 WHEREAS, the County will be entering into a separate Settlement Agreement
13 with Goldstar and payment will be made in accordance with the terms and conditions
14 under the Settlement Agreement entered into by and between the County and
15 Goldstar;

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

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

21 **ARTICLE 1. AGREEMENT**

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

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

1 full settlement price of Two Hundred Fifty-Seven Thousand Four Hundred Eighty-Five
2 Dollars (\$257,485) ("Full Settlement Price"). The Full Settlement Price is to be
3 distributed to Grantor in accordance with this Agreement. Grantor will be solely
4 responsible for any apportionment or allocation of the Full Settlement Price if required
5 for any separately held interests that may exist.

6 3. County Responsibilities.

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

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

20 i. Full Settlement Price. Deposit into Escrow the Full
21 Settlement Price in the amount of Two Hundred Fifty-Seven Thousand Four Hundred
22 Eighty-Five Dollars (\$257,485) (the "Deposit").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12 G. County shall pay Grantor for Items 1 through 3 listed in Attachment
13 "4." The amount is included in Paragraph 2 above.

14 H. The County shall not oversee nor bear responsibility for ensuring
15 whether Grantor expends the compensation tendered to Grantor to replace Items 1
16 through 3 described in Attachment "4."

17 4. Grantor Responsibilities.

18 A. Execute and acknowledge an Easement Deed in favor of the City
19 of Jurupa Valley for road purposes dated _____ identified as Parcel Number
20 0753-007A; an Easement Deed in favor of the Jurupa Community Services District for
21 sewer purposes dated _____ identified as Parcel Number 0753-007B; an
22 Easement Deed in favor of the City of Jurupa Valley for access purposes dated
23 _____ identified as Parcel Number 0753-007E, and an Easement Deed in favor
24 of the City of Jurupa Valley for footing purposes dated _____ identified as
25 Parcel Number 0753-007F, and deliver deeds to Yolanda King, Real Property Agent for
26 the County or to the Escrow Holder.

27 B. Retain the contractor(s) to complete the necessary work listed as
28 Items 1 through 3 in Attachment "4" and directly compensate each contractor for all

1 costs, fees, and expenses. The County is not responsible for any payment to the
2 contractor(s) selected by Grantor and Grantor shall indemnify, defend, and hold
3 harmless the County, its officers, employees, officials, representatives or agents free
4 from and against any and all claims, liabilities, penalties, forfeitures, losses or
5 expenses, including reasonable attorneys' fees, whatsoever arising from or caused by
6 any actions or omissions of Grantor in connection with Grantor's selection and use of
7 any of the contractors.

8 C. Grantor shall indemnify, defend, protect, and hold the County of
9 Riverside, its Agencies, Districts, Departments, their respective directors, Board of
10 Supervisors, elected and appointed officials, employees, agents, representatives,
11 successors, and assigns free and harmless from and against any and all claims,
12 liabilities, penalties, forfeitures, losses, or expenses, including without limitation,
13 attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or
14 indirectly, by either (a) the presence in, within, under, or about the parcel for the
15 presence of hazardous materials, toxic substances, or hazardous substances as a
16 result of Grantor's use, storage, or generation of such materials or substances or (b)
17 Grantor's failure to comply with any federal, state, or local laws relating to such
18 materials or substances. For the purpose of this Agreement, such materials or
19 substances shall include without limitation hazardous substances, hazardous
20 materials, or toxic substances as defined in the Comprehensive Environmental
21 Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. section
22 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. sections 5101 to
23 5128; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901-87
24 (1988); and those substances defined as hazardous wastes in section 25117 of the
25 California Health and Safety Code or hazardous substances in section 25316 of the
26 California Health; and in the regulations adopted in publications promulgated pursuant
27 to said laws.

28

1 D. Grantor shall be obligated hereunder to include without limitation,
2 and whether foreseeable or unforeseeable, all costs of any required or necessitated
3 repair, clean-up, detoxification, or decontamination of the parcel, and the preparation
4 and implementation of any closure, remedial action, or other required plans in
5 connection therewith, and such obligation shall continue under the parcel has been
6 rendered in compliance with applicable federal, state, and local laws, statutes,
7 ordinances, regulations, and rules.

8 E. Effective upon the execution of this Agreement, the hereinafter
9 described release of claims provision shall automatically go into force and effect
10 without the need for any further action by the Parties. Grantor forever releases and
11 discharges the County and all of its departments, officers, directors, officials,
12 employees, agents, successors, assigns, and its independent contractors from any and
13 all claims that directly or indirectly relate to or arise from one or more of the following:
14 1) The Project; 2) The construction of the Project; 3) The Property; 4) The County's
15 acquisition and use of the Property; and 5) Goldstar Hamburgers.

16 **Article II. MISCELLANEOUS**

17 1. Grantor hereby agrees and affirms that all consideration tendered or
18 granted by County under this Agreement is accepted as full consideration and Grantor
19 shall not seek additional compensation of any kind for any reason.

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

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

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

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

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

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

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

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

24 (REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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 Dated: JUL 16 2013

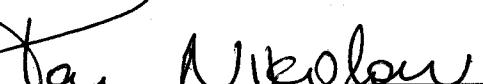
7 COUNTY:

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

GRANTOR:

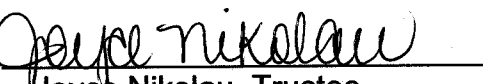
12 PAUL NIKOLAU AND JOYCE
13 NIKOLAU, as Trustees of the
14 Nikolau Living Trust, dated
15 September 13, 2005


16 By: 
17 John J. Bennett, Chairman
18 Board of Supervisors

19 By: 
20 Paul Nikolau, Trustee
21 Its: _____

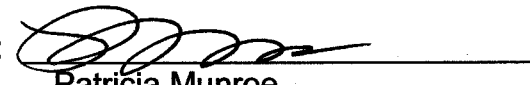
22 ATTEST:

23 Kecia Harper-Ihem
24 Clerk of the Board

25 By: 
26 Joyce Nikolau, Trustee
27 Its: _____

28 By: 
Deputy

APPROVED AS TO FORM:
Pamela J. Walls, County Counsel

By: 
Patricia Munroe
Deputy County Counsel

YK:MR/051313/296TR/15.601 S:\Real Property\TYPING\Docs-15.500 to 15.999\15.601.doc

ATTACHMENT "1"

Assessor's Plat Map

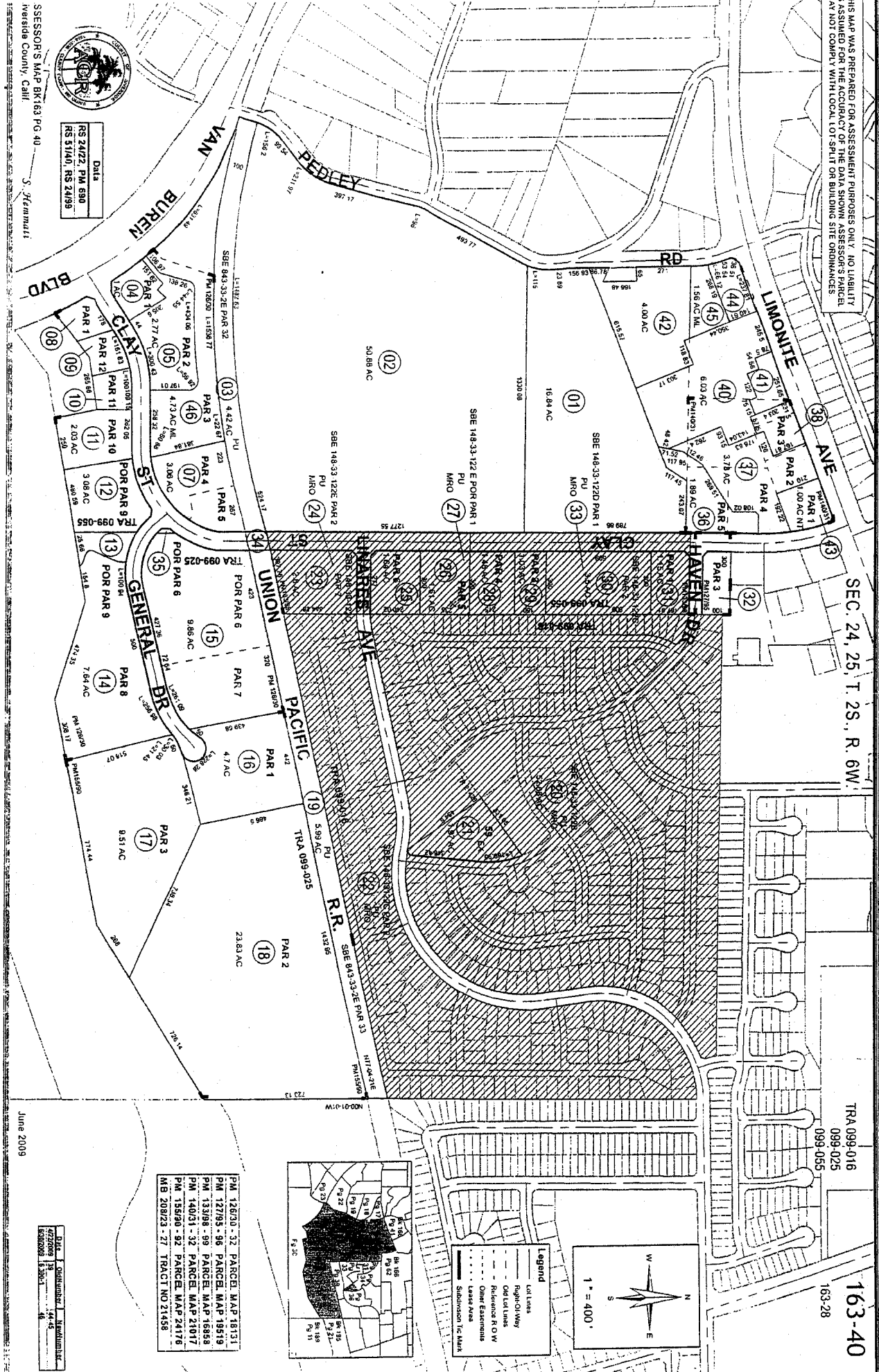
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HIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSURED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAP NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

ASSESSOR'S MAP BK 163 PG 40
 Inverdisa County, Calif.
 S. Jaramala



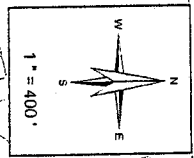
Data	
RS 24422	PM 690
RS 51401	RS 24395



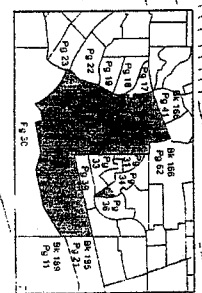
SEC. 24, 25, T. 2S, R. 6W

TRA 099-016
 099-025
 099-055

163-40
 163-28



Legend	
—	Lot Lines
—	Right-of-Way
—	Old Lot Lines
—	Reference R.O.W.
—	Other Easements
—	Lease Area
—	Subdivision Tract Maps



PM 126730 - 32 PARCEL MAP 18131
 PM 127935 - 96 PARCEL MAP 19519
 PM 133988 - 99 PARCEL MAP 16358
 PM 140031 - 32 PARCEL MAP 21017
 PM 156790 - 82 PARCEL MAP 24176
 MB 208723 - 27 TRACT NO 21458

DATE	CONTRACT	REVISION
07/20/09	19	144-15
08/08/09	18	144-15
08/08/09	18	144-15

June 2009

1 ATTACHMENT "2"

2
3 LEGAL DESCRIPTIONS & PLAT MAPS

4
5 "2A" – Road Easement

- 6
7 1. A portion of APN: 163-400-025; Parcel 0753-007A in favor of the City of Jurupa
8 Valley

9 "2B" – Utility Easement

- 10
11 2. A portion of APN: 163-400-025; Parcel 0753-007B in favor of the Jurupa
12 Community Services District

13
14 "2C" – Access Easement

- 15
16 3. A portion of APN: 163-400-025; Parcel 0753-007E in favor of the Jurupa
17 Community Services District

18
19 "2D" – Footing Easement

- 20
21 4. A portion of APN: 163-400-025; Parcel 0753-007F in favor of the City of Jurupa
22 Valley

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

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

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

THENCE N 00°36'10" E ALONG SAID CENTERLINE OF CLAY STREET, A DISTANCE OF 57.00 FEET;

THENCE S 89°23'50" E, A DISTANCE OF 44.00 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SAID CLAY STREET AND THE MOST NORTHERLY CORNER OF LOT "C" (LINARES AVE) AS SHOWN ON SAID PARCEL MAP, BEING THE NORTHERLY TERMINUS OF THE RIGHT-OF-WAY CORNER CUTBACK LINE AND THE **TRUE POINT OF BEGINNING**;

THENCE N 00°36'10" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 202.02 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 14.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTHERLY LINE OF SAID PARCEL 6;

THENCE S 89°23'50" E ALONG SAID PARALLEL LINE, A DISTANCE OF 1.10 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 45.10 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 201.58 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 1.10 FEET NORTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID RIGHT-OF-WAY CORNER CUTBACK LINE;

THENCE S 43°10'42" E A DISTANCE OF 32.33 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 34.10 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTER LINE OF LINARES AVENUE;

THENCE S 89°23'50" E ALONG SAID PARALLEL LINE, A DISTANCE OF 198.99 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 77.50 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EASTERLY LINE OF SAID PARCEL 6;

THENCE S 00°36'10" W ALONG SAID PARALLEL LINE, A DISTANCE OF 1.10 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID LINARES AVENUE;

THENCE N 89°23'50" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 199.46 FEET TO AN ANGLE POINT THEREIN, BEING THE SOUTHERLY TERMINUS OF SAID RIGHT-OF-WAY CORNER CUTBACK LINE;

THENCE N 43°10'42" W ALONG SAID RIGHT-OF-WAY CORNER CUTBACK LINE, A DISTANCE OF 33.24 FEET TO THE **TRUE POINT OF BEGINNING**.

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

CONTAINING: 477 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: *James A. Reed*
DATE: 4/16/2013



EXHIBIT "B"

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

PCL 5

JURUPA RANCHO

PM 16858
PM 133/98-99



CLAY STREET
N 00° 36' 10" E
C/L

T.P.O.B.
MOST N'LY
CRNR LOT "C"

P.O.C.
C/L INTR

PARCEL
0753-007A

477 SQ.FT.
0.111 AC.

PCL 6

APN 163-400-025

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

LINE DATA

- ① N 00° 36' 10" E - 57.00'
- ② S 89° 23' 50" E - 44.00'
- ③ S 89° 23' 50" E - 1.10'
- ④ S 43° 10' 42" E - 32.33'
- ⑤ S 00° 36' 10" W - 1.10'
- ⑥ N 43° 10' 42" W - 33.24'

①

②

(33.00')

④

⑥

1.10'

⑤

S 89° 23' 50" E 198.99'
N 89° 23' 50" W 199.46'

34.10'

77.50'

LINARES AVENUE

N 89° 23' 50" W

Ⓐ R/W PER PM 133/98-99

() INDICATES DATA PER PM 133/98-99

JURUPA VALLEY

CITY
OF

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

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: CLAY STREET (GRADE SEPARATION)

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

PAR. NO.: 0753-007A

PREPARED BY: JCM

SCALE: N.T.S.

DATE: APRIL, 2013

W.O. NO.: B7-0753

SHEET 1 OF 1

APPROVED BY: *Timothy F. Rayburn* DATE: 4/16/2013



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

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

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CLAY STREET (88.00 FEET WIDE) AND THE CENTERLINE OF LINARES AVENUE (33.00 FOOT NORTHERLY HALF-WIDTH) AS SHOWN ON SAID PARCEL MAP;

THENCE S 89°23'50" E ALONG SAID CENTERLINE OF LINARES AVENUE, A DISTANCE OF 313.96 FEET TO A LINE PARALLEL WITH AND DISTANT 30.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EASTERLY LINE OF SAID PARCEL 6, AND THE SOUTHERLY PROLONGATION THEREOF;

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

THENCE CONTINUING ALONG SAID PARALLEL LINE N 00°36'10" E, A DISTANCE OF 240.02 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 6;

THENCE S 89°23'50" E ALONG SAID NORTHERLY LINE, A DISTANCE OF 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 6;

THENCE S 00°36'10" W ALONG SAID PARALLEL LINE, A DISTANCE OF 240.02 FEET RETURNING TO SAID NORTHERLY RIGHT-OF-WAY LINE OF LINARES AVENUE;

THENCE N 89°23'50" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING: 2,400 SQUARE FEET, OR 0.055 ACRES, MORE OR LESS.

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

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

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____

Timothy F. Rayburn

DATE: _____

4/16/2013

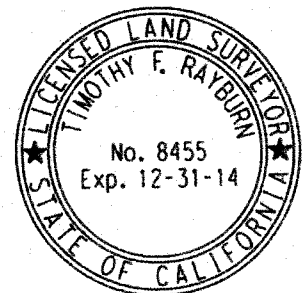
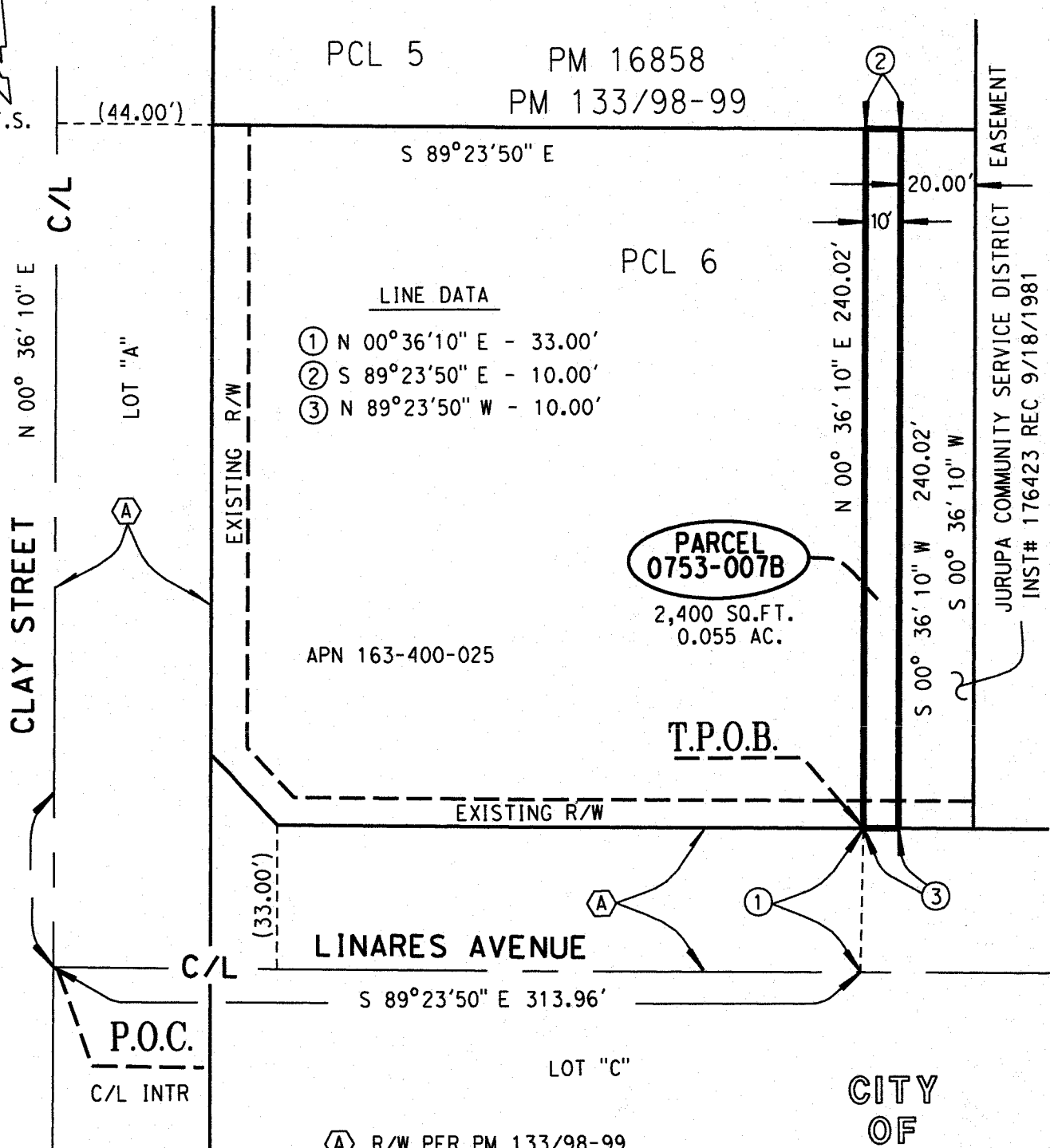


EXHIBIT "B"
"SEWER EASEMENT"

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



PCL 5 PM 16858
PM 133/98-99

PCL 6

APN 163-400-025

P.O.C.
C/L INTR

Ⓐ R/W PER PM 133/98-99

() INDICATES DATA PER PM 133/98-99 **JURUPA VALLEY**

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



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: CLAY STREET (GRADE SEPARATION)

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

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

APPROVED BY: *Timothy F. Rayburn* DATE: 4/16/2013

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

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

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

THENCE 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 6, AND THE SOUTHERLY PROLONGATION THEREOF;

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

THENCE CONTINUING ALONG SAID PARALLEL LINE N 00°36'10" E, A DISTANCE OF 39.00 FEET;

THENCE N 45°41'25" E, A DISTANCE OF 45.89 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL 0753-007B RECORDED _____, 20____, AS INSTRUMENT NUMBER _____, OFFICIAL RECORDS OF SAID RECORDER, BEING 30.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID EASTERLY LINE OF PARCEL 6;

THENCE S 00°36'10" W ALONG SAID WESTERLY LINE, A DISTANCE OF 71.40 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF LINARES AVENUE;

THENCE N 89°23'50" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 32.50 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: 4/16/2013



EXHIBIT "B"

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

"ACCESS EASEMENT"

JURUPA RANCHO

PCL 5

PM 16858

PM 133/98-99

APN 163-400-025

PCL 0753-007B

INST.#

REC.

PCL 6

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

PARCEL
0753-007E

1,485 SQ.FT.
0.034 AC.

LINE DATA

- ① S 89°23'50" E - 281.46'
- ② N 00°36'10" E - 42.50'
- ③ N 00°36'10" E - 29.50'
- ④ N 45°41'25" E - 45.89'
- ⑤ S 00°36'10" W - 61.90'
- ⑥ N 89°23'50" W - 32.50'

T.P.O.B.

EXISTING R/W

33'

①

C/L

P.O.C.

C/L INTR

LINARES AVENUE

N 89°23'50" W

LOT "C"

Ⓐ 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.

PAR. NO.: 0753-007E

PREPARED BY: DGO

SCALE: N.T.S.

DATE: MAY, 2012

W.O. NO.: B7-0753

APPROVED BY: *Timothy F. Rayburn* DATE: 4/16/2013

SHEET 1 OF 1

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

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

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

THENCE N 00°36'10" E ALONG SAID CENTERLINE OF CLAY STREET, A DISTANCE OF 57.44 FEET;

THENCE S 89°23'50" E, A DISTANCE OF 45.10 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 45.10 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 201.58 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 14.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTHERLY LINE OF SAID PARCEL 6;

THENCE S 89°23'50" E ALONG SAID PARALLEL LINE, A DISTANCE OF 8.90 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 198.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 9.50 FEET NORTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE RIGHT-OF-WAY CORNER CUTBACK LINE FOR LOT "C" (LINARES AVENUE) AS SHOWN ON SAID PARCEL MAP;

THENCE S 43°10'42" E ALONG SAID PARALLEL LINE, A DISTANCE OF 25.65 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 42.50 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTER LINE OF LINARES AVENUE;

THENCE S 89°23'50" E ALONG SAID PARALLEL LINE, A DISTANCE OF 194.71 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 77.50 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EASTERLY LINE OF SAID PARCEL 6;

THENCE S 00°36'10" W ALONG SAID PARALLEL LINE, A DISTANCE OF 8.40 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 34.10 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTER LINE OF LINARES AVENUE;

THENCE N 89°23'50" W ALONG SAID PARALLEL LINE, A DISTANCE OF 198.99 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 1.10 FEET NORTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID RIGHT-OF-WAY CORNER CUTBACK LINE;

THENCE N 43°10'42" W ALONG SAID PARALLEL LINE, A DISTANCE OF 32.33 FEET TO THE **TRUE POINT OF BEGINNING**.

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

CONTAINING: 3,690 SQUARE FEET, OR 0.085 ACRES, MORE OR LESS.

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

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

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn
DATE: 4/16/2013



EXHIBIT "B"
"FOOTING EASEMENT"

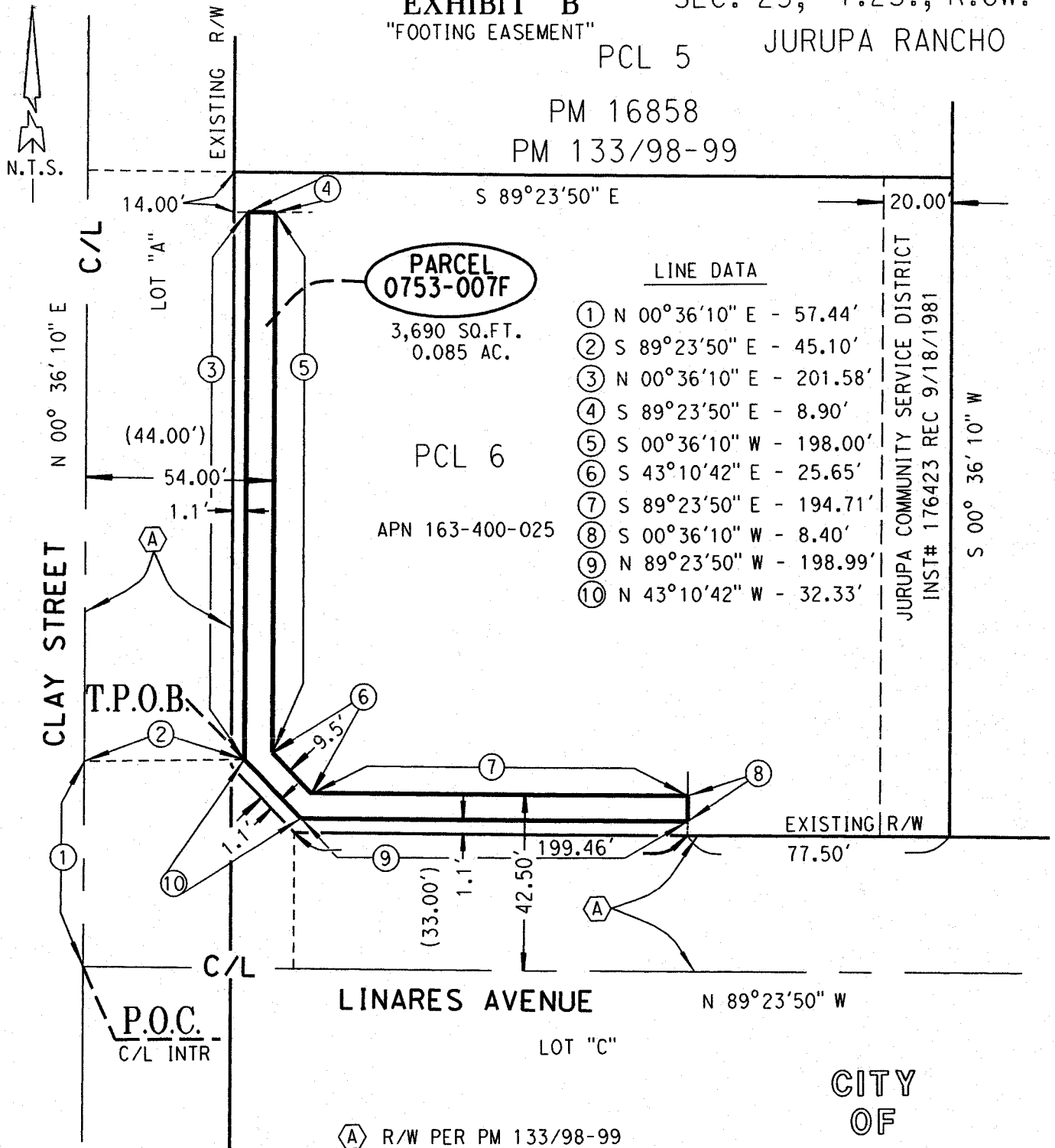
SEC. 25, T.2S., R.6W.

PCL 5

JURUPA RANCHO

PM 16858

PM 133/98-99



Ⓐ R/W PER PM 133/98-99

() INDICATES DATA PER PM 133/98-99

JURUPA VALLEY

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

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PAR. NO.: 0753-007F

PROJECT: CLAY STREET (GRADE SEPARATION)

PREPARED BY: DGO

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

SCALE: N.T.S.

DATE: APRIL, 2013

W.O. NO.: B7-0753

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

SHEET 1 OF 1



ATTACHMENT "3"
Form of Easement Deeds

1
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Recorded at request of and return to:
Economic Development Agency/
Facilities Management
Real Estate Division
On behalf of the Transportation Department
3403 10th 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)

YK:ra/011413/296TR/15.615

(Space above this line for Recorder's use)

PROJECT: CLAY STREET GRADE SEPARATION
PROJECT
PARCELS: 0753-007C and 0753-007D
APN: 163-400-025 (Portion)

TEMPORARY CONSTRUCTION EASEMENT DEED

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

PAUL NIKOLAU AND JOYCE NIKOLAU, as Trustees of the Nikolau Living Trust, dated September 13, 2005 ("Grantor")

Grant(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), a temporary non-exclusive easement to construct a retaining wall and slope, to reconfigure the east driveway entrance on Linares Avenue, 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 a portion of Assessor's Parcel Number 163-400-025, referenced as Parcel Nos. 0753-007C and 0753-007D, described on Attachment "1," attached hereto and made a part hereof.

JUL 16 2013 3-23

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

1. AFFECTED PARCELS: The temporary construction easement area (TCE Area), used to construct a retaining wall and slope, to reconfigure the east driveway entrance on Linares Avenue, and for all purposes necessary to facilitate and accomplish the construction of the Project, including temporary aerial easement for utility relocation purposes, as referenced as Parcels 0753-007C and 0753-007D, consisting of approximately 0.286 acres or 12,458 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 \$22,515 (Twenty-Two Thousand Five Hundred Fifteen 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 Twenty-Two Thousand Five Hundred Fifteen Dollars (\$22,515) (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 May 13, 2013 identified as Parcel Numbers 0753-007C and 0753-007D 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. REMOVAL OR DISPOSAL: The right to enter upon and use the TCE Area includes the right to remove and dispose of Items 1 and 2 listed in Attachment "2." Payment to the Grantor for Items 1 and 2 listed in Attachment "2" is included in Paragraph 2 (the compensation portion of this Deed).
8. GRANTOR'S USE OF CONTRACTORS: Grantor shall retain the contractor(s) for Items 1 and 2 of Attachment "2" and Grantor shall directly compensate each contractor for all costs, fees, and/or expenses. The County is not responsible for any payment to the selected contractor(s) and Grantor shall indemnify, defend, protect, and hold County, its officers, employees, successors, and assigns free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses, including without limitations, attorney's fees, whatsoever arising from or cause in whole or in part, directly or indirectly, by any actions of the said contractor(s).
9. 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.

10. 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.
11. 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.
12. 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.
13. MODIFICATIONS IN WRITING: This Deed shall not be changed, modified, or amended except upon the written consent of the parties hereto.
14. 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.
15. 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.
16. 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)

17. 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.

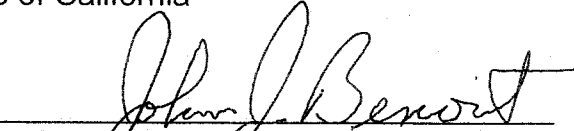
Dated: May 13, 2013

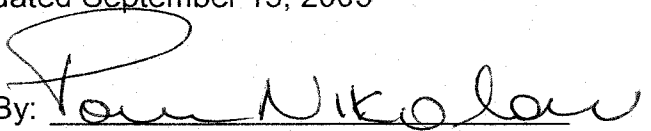
COUNTY:


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

GRANTOR:

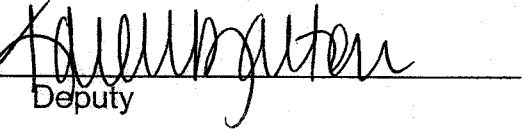
PAUL NIKOLAU AND JOYCE NIKOLAU,
as Trustees of the Nikolau Living Trust,
dated September 13, 2005

By: 
John J. Benoit, Chairman
Board of Supervisors


By: 
Paul Nikolau, Trustee
Its: _____

By: 
Joyce Nikolau, Trustee
Its: _____

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

} §

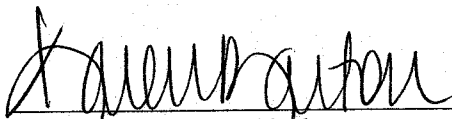
On July 16, 2013, before me, Karen Barton, Board Assistant, personally appeared John J. Benoit, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same 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)

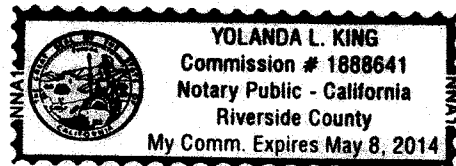
STATE OF CALIFORNIA)
)ss
COUNTY OF Riverside)

On May 13, 2013, before me, Yolanda L. King, a Notary Public in and for said County and State, personally appeared Paul Nikolau and Joyce Nikolau, 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 [Handwritten 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: 163-400-025 referenced as Parcels 0753-007C and 0753-007D.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTAINING: 5,328 SQUARE FEET, OR 0.122 ACRES, MORE OR LESS.

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

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

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn
DATE: 4/16/2013



EXHIBIT "B"
"TCE"

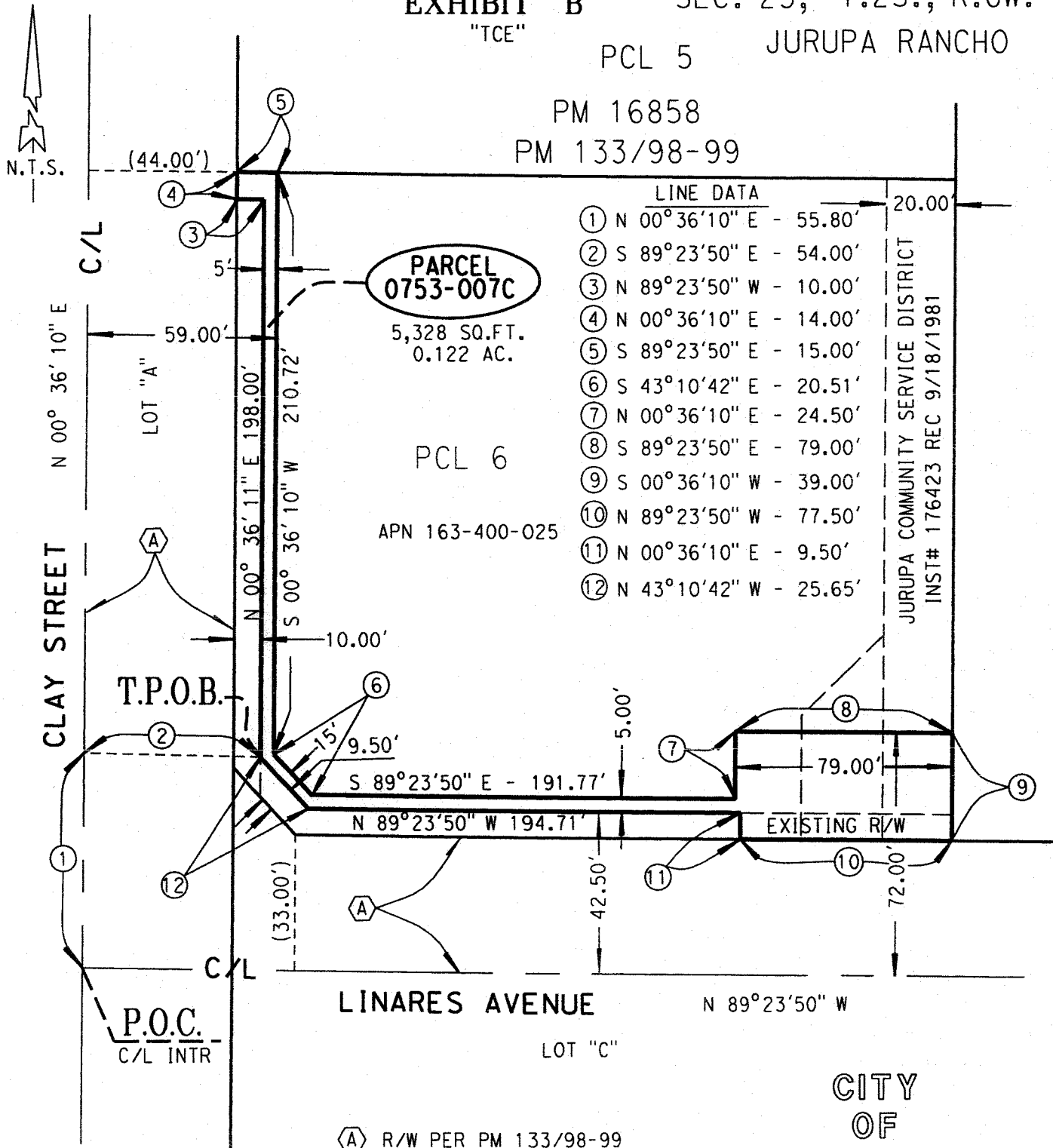
SEC. 25, T.2S., R.6W.

PCL 5

JURUPA RANCHO

PM 16858

PM 133/98-99



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

PARCEL 0753-007C

5,328 SQ.FT.
0.122 AC.

PCL 6

APN 163-400-025

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

LINARES AVENUE

N 89°23'50" W

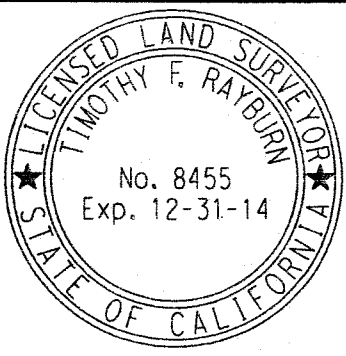
CITY OF

JURUPA VALLEY

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

() INDICATES DATA PER PM 133/98-99

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



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PAR. NO.: 0753-007C

PROJECT: CLAY STREET (GRADE SEPARATION)

PREPARED BY: JCM

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

SCALE: N.T.S.

DATE: APRIL, 2013

W.O. NO.: B7-0753

APPROVED BY: *Timothy F. Rayburn* DATE: 4/16/2013

SHEET 1 OF 1

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

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

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

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

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

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

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

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

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

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

CONTAINING: 7,130 SQUARE FEET, OR 0.164 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.00015560 TO OBTAIN GROUND DISTANCE.

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

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____

Timothy F. Rayburn

DATE: _____

4/16/2013

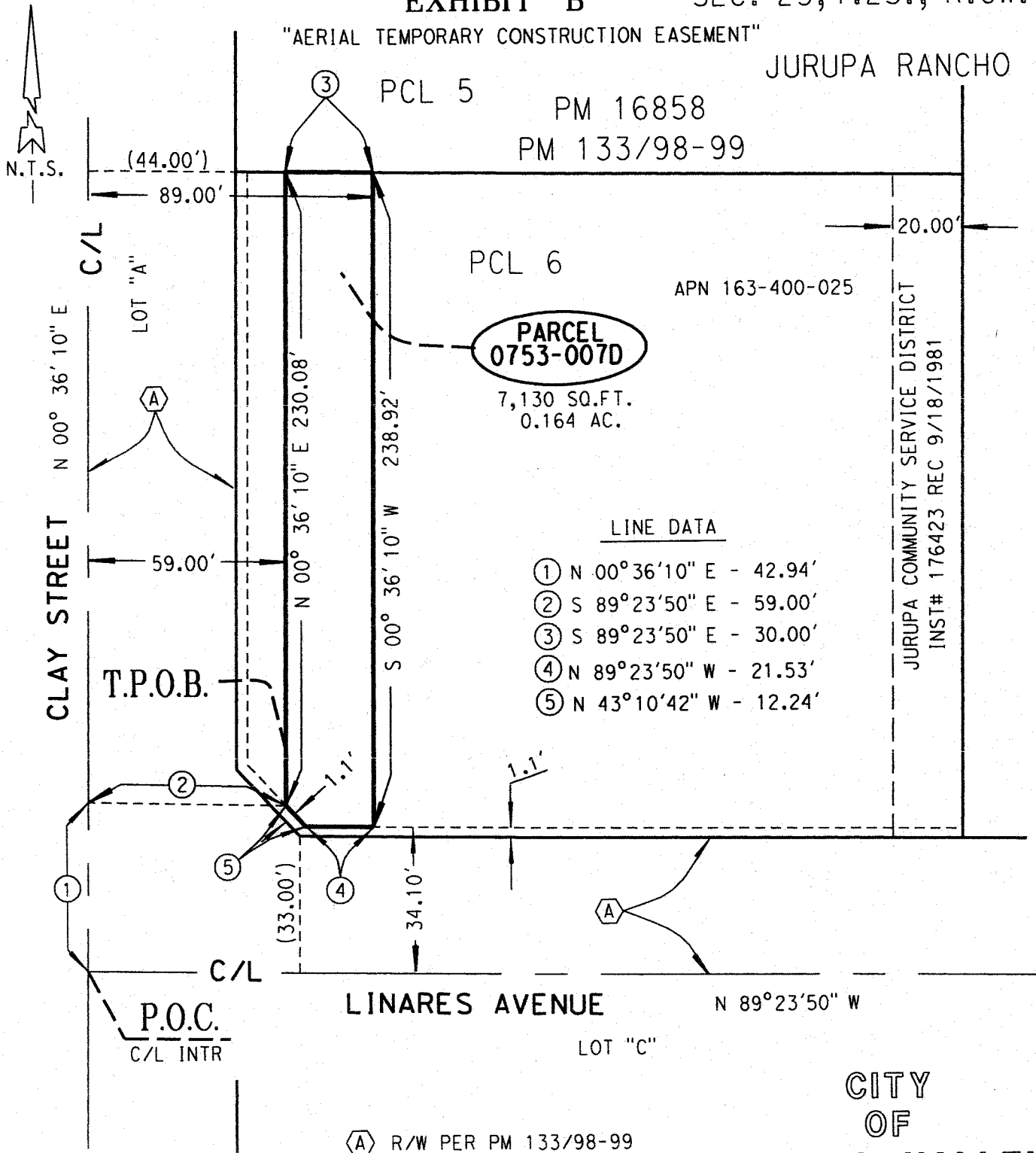


EXHIBIT "B"

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

"AERIAL TEMPORARY CONSTRUCTION EASEMENT"

JURUPA RANCHO



PARCEL 0753-007D

7,130 SQ.FT.
0.164 AC.

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

CITY OF JURUPA VALLEY

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

() INDICATES DATA PER PM 133/98-99

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



COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

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.:	0753-007D
PREPARED BY:	JCM
SCALE:	N.T.S.
DATE:	APRIL, 2013
W.O. NO.:	B7-0753

APPROVED BY: *Timothy F. Rayburn* DATE: 4/16/2013

Recording requested by

When recorded mail to:

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

APN 163-400-025 (portion)
PARCEL 0753-007B
SV:ra/011413/296TR/15.618

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

GRANT OF PERMANENT EASEMENT

For valuable consideration, PAUL NIKOLAU and JOYCE NIKOLAU, as Trustees of the Nikolau Living Trust, dated September 13, 2005 ("**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:

PAUL NIKOLAU and JOYCE NIKOLAU, as Trustees of the Nikolau Living Trust, dated September 13, 2005

By: _____
Paul Nikolau, Trustee

By: _____
Joyce Nikolau, Trustee

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 PAUL NIKOLAU and JOYCE NIKOLAU, as Trustees of the Nikolau Living Trust, dated September 13, 2005 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 163-400-025 (portion)
PARCEL 0753-007E
CAO:sl/101812/296TR/15.392

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

GRANT OF PERMANENT EASEMENT

For valuable consideration, PAUL NIKOLAU and JOYCE NIKOLAU, as Trustees of the Nikolau Living Trust, dated September 13, 2005 ("**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, and reconstruct within the right of way for the ingress and egress throughout the entire easement area and right of way (collectively, "**Easement Area**") 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.

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:

PAUL NIKOLAU and JOYCE NIKOLAU, as Trustees of the Nikolau Living Trust, dated September 13, 2005

By: _____
Paul Nikolau, Trustee

By: _____
Joyce Nikolau, Trustee

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

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"

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 PAUL NIKOLAU AND JOYCE NIKOLAU, as Trustees of the Nikolau Living Trust, dated September 13, 2005 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:
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)

CAO:sl/101812/296TR/15.390

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

PROJECT:	CLAY STREET GRADE SEPARATION PROJECT
PARCEL:	0753-007A
APN:	163-400-025 (Portion)

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

PAUL NIKOLAU and JOYCE NIKOLAU, as Trustees of the Nikolau Living Trust, dated September 13, 2005

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, as more particularly described as:

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

PROJECT: CLAY STREET GRADE SEPARATION PROJECT
PARCEL: 0753-007A
APN: 163-400-025 (Portion)

Dated: _____

GRANTOR:

PAUL NIKOLAU and JOYCE NIKOLAU, as Trustees of the
Nikolau Living Trust, dated September 13, 2005

By: _____
Paul Nikolau, Trustee

By: _____
Joyce Nikolau, Trustee

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: 0753-007A
APN: 163-400-025 (Portion)

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

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

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

WITNESS my hand and official seal:

Signature _____

[SEAL]

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

FREE RECORDING

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

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

PROJECT: CLAY STREET GRADE
SEPARATION PROJECT
PARCEL: 0753-007F
APN: 163-400-025 (Portion)

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

PAUL NIKOLAU and JOYCE NIKOLAU, as Trustees of the Nikolau Living Trust, dated
September 13, 2005

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

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

PROJECT: CLAY STREET GRADE SEPARATION PROJECT
PARCEL: 0753-007F
APN: 163-400-025 (Portion)

Dated: _____

GRANTOR:

PAUL NIKOLAU and JOYCE NIKOLAU, as Trustees of the
Nikolau Living Trust, dated September 13, 2005

By: _____
Paul Nikolau, Trustee

By: _____
Joyce Nikolau, Trustee

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: 0753-007F
APN: 163-400-025 (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]

ATTACHMENT "4"

Item	Description
1	3 Medium Trees
2	Approx. 5,000 Sq.Ft. irrigated lawn area
3	Business Display Sign

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