

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

667 A



FROM: Economic Development Agency / Facilities Management and
Transportation Department

SUBMITTAL DATE:
August 28, 2013

SUBJECT: Settlement Agreement for the Clay Street Grade Separation Project

RECOMMENDED MOTION: That the Board of Supervisors:

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

(Continued)


Juan C. Perez, Director


Robert Field

Transportation and Land Management

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

Patricia Romo

Assistant Director of Transportation

FINANCIAL
DATA

Current F.Y. Total Cost: \$ 408,000
Current F.Y. Net County Cost: \$ 0
Annual Net County Cost: \$ 0

In Current Year Budget: Yes
Budget Adjustment: No
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 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

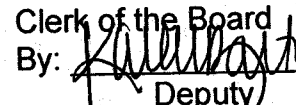
County Executive Office Signature

BY: 
Jennifer W. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: September 10, 2013
xc1012 66b - 3 EDA, 3 Fra 10
Sp., Auditor

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

RECOMMENDED MOTION: (Continued)

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

BACKGROUND:

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

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

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

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

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

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

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

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

FINANCIAL DATA: (Commences on Page 3)

FINANCIAL DATA:

The following summarizes the funding necessary for the business goodwill of Goldstar Hamburgers located on a portion of Assessor's Parcel Number 163-400-025:

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

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

Attachments:

(4) Settlement Agreements

1 PROJECT: CLAY STREET GRADE SEPARATION
2 PROJECT

3 PARCEL: 0753-007C and 0753-007D

4 APN: 163-400-025 (PORTION)
5

6 **SETTLEMENT AGREEMENT**

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

12 **RECITALS**

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

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

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

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

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

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

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

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

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

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

16
17 **ARTICLE 1. AGREEMENT**

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

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

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1 3. County Responsibilities.

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

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

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

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

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

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

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

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

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

10 4. Tenants Responsibilities.

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

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

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

7 **ARTICLE II. MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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4 Dated: SEP 10 2013

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

ATHENS RESTAURANTS INC.
dba GOLDSTAR HAMBURGERS

7
8 By: John J. Benoit

John J. Benoit, Chairman
Board of Supervisors

By: George Kalivas

George Kalivas

By: Peter Kalivas

Peter Kalivas

11
12 ATTEST:

13 Kecia Harper-Ihem
14 Clerk of the Board

15 By: Kallington

Deputy

17
18 APPROVED AS TO FORM:

19 Pamela J. Walls
County Counsel

20
21 By: Patricia Munroe

Patricia Munroe
Deputy County Counsel

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ATTACHMENT "1"
LARGER PARCEL

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

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Q.K. PK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. V. PK

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

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

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

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

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

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

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

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

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

SEE ATTACHED EXHIBIT "B"

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



DLK PK

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

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

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

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

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

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

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

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

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

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

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

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

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

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____

DATE: _____

Timothy F. Rayburn
4/16/2013



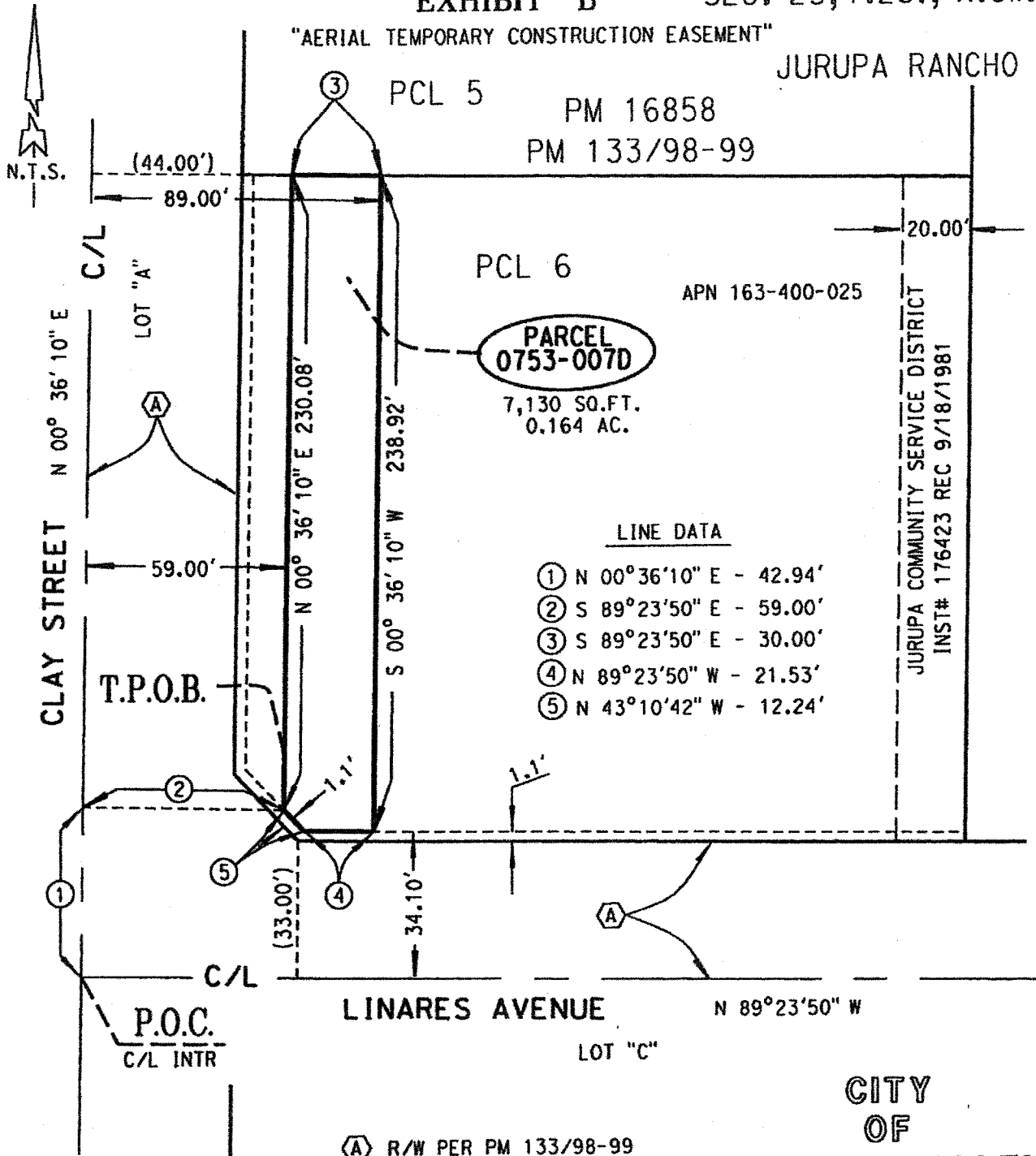
W. K. PK

EXHIBIT "B"

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

"AERIAL TEMPORARY CONSTRUCTION EASEMENT"

JURUPA RANCHO



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

() INDICATES DATA PER PM 133/98-99

JURUPA VALLEY



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

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: CLAY STREET (GRADE SEPARATION)

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

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

PAR. NO.: 0753-007D

PREPARED BY: JCM

SCALE: N.T.S.

DATE: APRIL, 2013

W.O. NO.: B7-0753

SHEET 1 OF 1

Q. & PK

SCHEDULE "A"

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

Stage 1.1 - 1.3

Work being performed:

Railroad bridge new mainline track and shoofly track construction.

Gas line relocation

Sewer line relocation

Sewer pump station relocation

Electric power line relocation

Storm drain installation within closure area

Construct temporary detour road and parking at General Dr

Effects on community:

Clay St closed from just north of General Dr to just south of Linares Ave.

Clay St open to traffic north and south of closure area including General Dr and Linares

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Duration: 10 months

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Schedule A (continued)

Stage 2.1

Work being performed:

Install storm drain from Van Buren Blvd to closure at Linares

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

(south side)

Stripe any completed portions of roadway

Effects on community: Clay St remains closed

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

Shift traffic east bound on Linares Ave and south bound on Clay St to narrowed lanes maintaining single lane traffic flow in both directions

Access maintained to Gold Star Burger

Duration: 4 months

Stage 2.2

Work being performed:

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

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

Construct portions of Clay St and Linares Ave

Open Clay St between General Dr and Linares Ave

Effects on Community: Close east half of Clay St north of Linares Ave and north half of Linares Ave maintaining access to Gold Star Burger (one lane in each direction)

Duration: 2.5 months

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Schedule A (continued)

Stage 2.3

Work being performed:

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

Construct remaining portions of Clay St and Linares Ave

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

Hamburgers.

Duration: 1 month

Stage 2.4

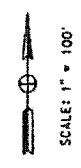
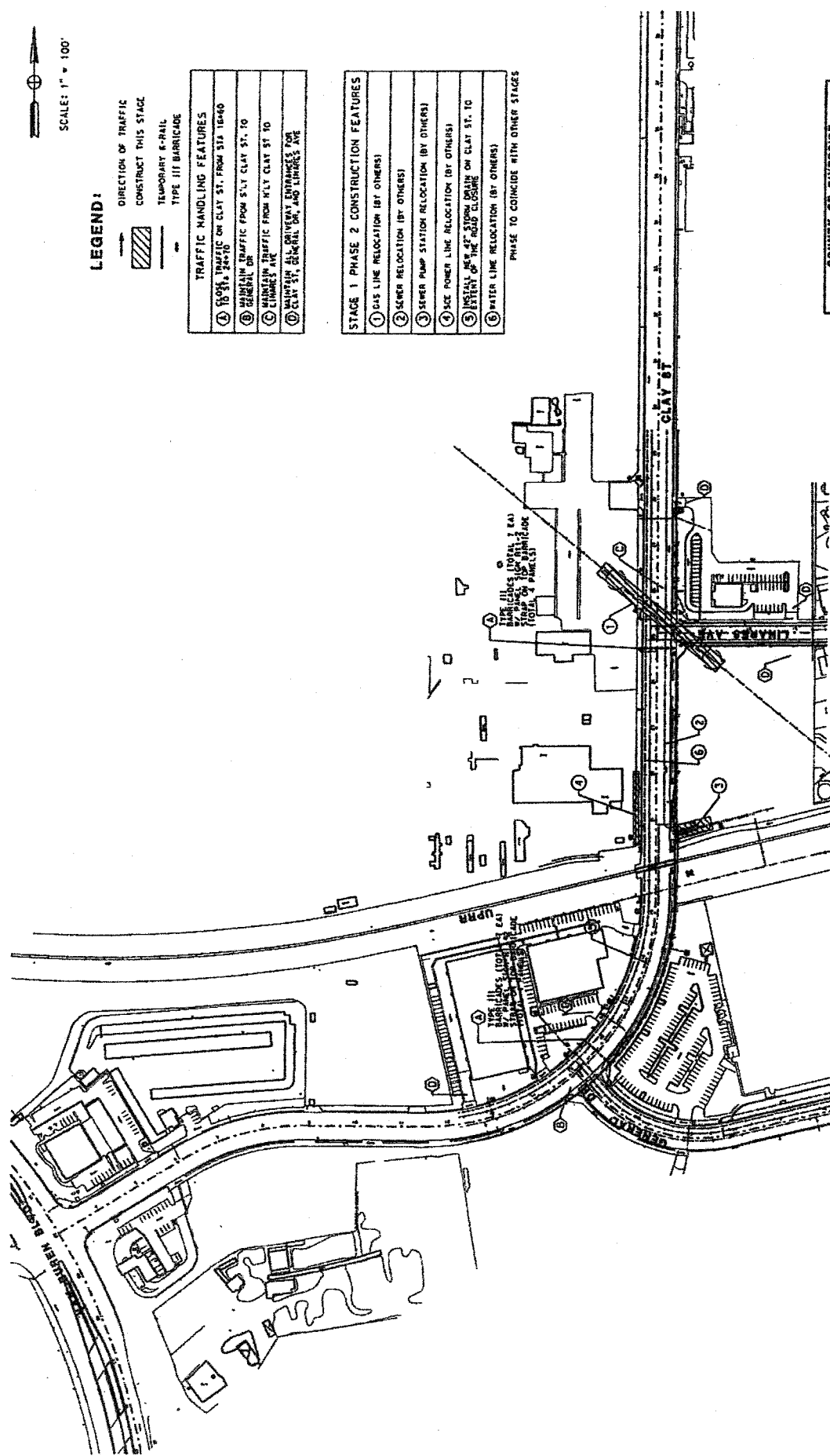
Work Being Performed:

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

Striping of roadways

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

Duration: 0.5 months



LEGEND:

- DIRECTION OF TRAFFIC
- CONSTRUCT THIS STAGE
- TEMPORARY 6-PAV
- TYPE III BARRICADE

TRAFFIC HANDLING FEATURES	
①	TRAFFIC ON CLAY ST. FROM STA 18+40 TO STA. 20+10
②	TRAFFIC FROM KLY CLAY ST. TO CLAY ST. TO
③	TRAFFIC FROM KLY CLAY ST. TO CLAY ST. TO
④	MAINTAIN ALL DRIVEWAY ENTRANCES FOR CLAY ST. GENERAL DR. AND LINDSEY AVE

STAGE 1 PHASE 2 CONSTRUCTION FEATURES	
①	GAS LINE RELOCATION (BY OTHERS)
②	SEWER RELOCATION (BY OTHERS)
③	SEWER PUMP STATION RELOCATION (BY OTHERS)
④	SEWER PUMP LINE RELOCATION (BY OTHERS)
⑤	WATER LINE RELOCATION (BY OTHERS)
⑥	WATER LINE RELOCATION (BY OTHERS)

EXISTING 18" DIA. WATER MAIN
UNDER CLAY ST. TO BARRICADE
(TOTAL 4 BARRICADES)

COUNTY OF RIVERSIDE

STAGE CONSTRUCTION (STAGE 1 PHASE 2)

**CLAY STREET
GRADE SEPARATION
PROJECT**

SCALE: 1"=100'

SHEET NO.

SC-1.2

1447 33 of 151

URS CORPORATION

APPROVED BY:

DATE: 5/30/2013

PROJECT NO. 03-0753

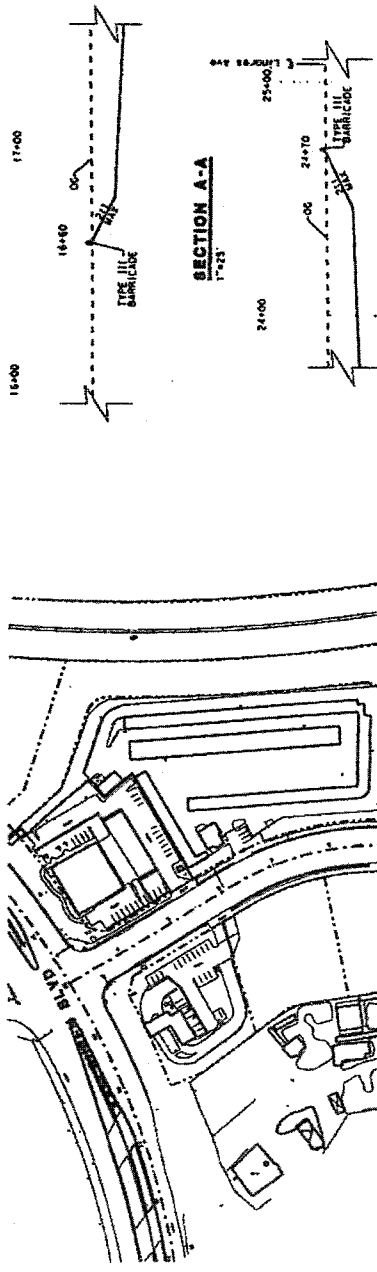
PROJECT LOCATION: 1000 EAST 1ST ST, SUITE 400, SAN ANTONIO, TX 78205

FILE NO.

NO. 03-0753

DATE: 5/30/2013

W.K. PK



LEGEND:

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

TRAFFIC HANDLING FEATURES

1. CLOSE TRAFFIC ON CLAY ST. FROM STA 16+00 TO STA 24+70
2. MAINTAIN TRAFFIC FROM SLY CLAY ST. TO GENERAL DR
3. MAINTAIN TRAFFIC FROM WLY CLAY ST. TO GENERAL DR
4. MAINTAIN TRAFFIC FROM WLY CLAY ST. TO GENERAL DR
5. MAINTAIN TRAFFIC FROM WLY CLAY ST. TO GENERAL DR
6. MAINTAIN TRAFFIC FROM WLY CLAY ST. TO GENERAL DR
7. MAINTAIN TRAFFIC FROM WLY CLAY ST. TO GENERAL DR
8. MAINTAIN TRAFFIC FROM WLY CLAY ST. TO GENERAL DR
9. MAINTAIN TRAFFIC FROM WLY CLAY ST. TO GENERAL DR
10. MAINTAIN TRAFFIC FROM WLY CLAY ST. TO GENERAL DR

STAGE 1 PHASE 3 CONSTRUCTION FEATURES

1. REINFORCE EXISTING BRIDGE WITH RAILROAD TRACKS
2. DEMO BUILDING
3. EXCAVATE CLAY ST. AND PLACE SEAL SLAB
4. CONSTRUCT PHASE 2 OF THE RAILROAD BRIDGE
5. CONSTRUCT RETAINING WALLS 17, 18, 22, 23
6. CONSTRUCT DETOUR ROAD AND PARKING
7. CONSTRUCT CLAY ST. TO GENERAL DR

APPROX. PHASE LENGTH IS 6 MONTHS

SECTION A-A
1"=25'

SECTION B-B
1"=25'

COUNTY OF RIVERSIDE		SHEET NO.
STAGE CONSTRUCTION (STAGE 1 PHASE 3)		SC-1.3
CLAY STREET GRADE SEPARATION PROJECT		DATE: 3/4/13
SCALE: 1"=100'		



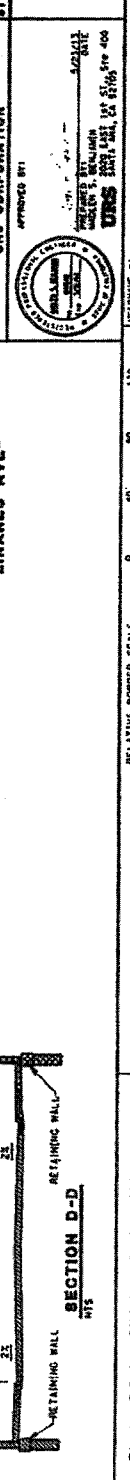
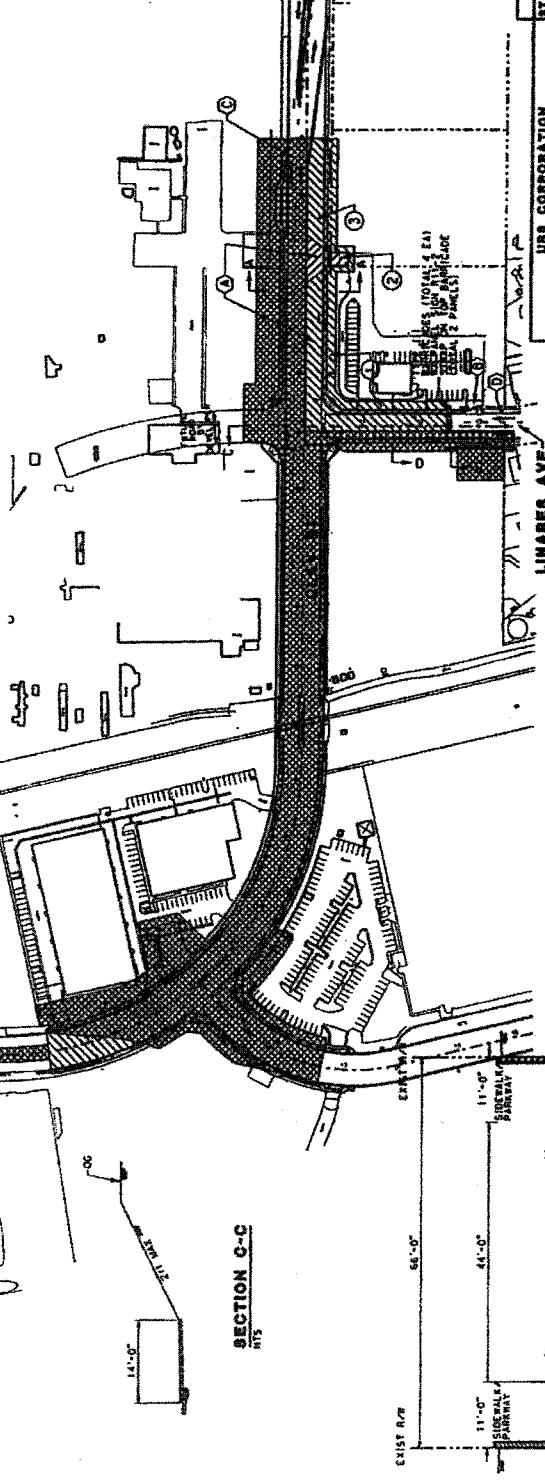
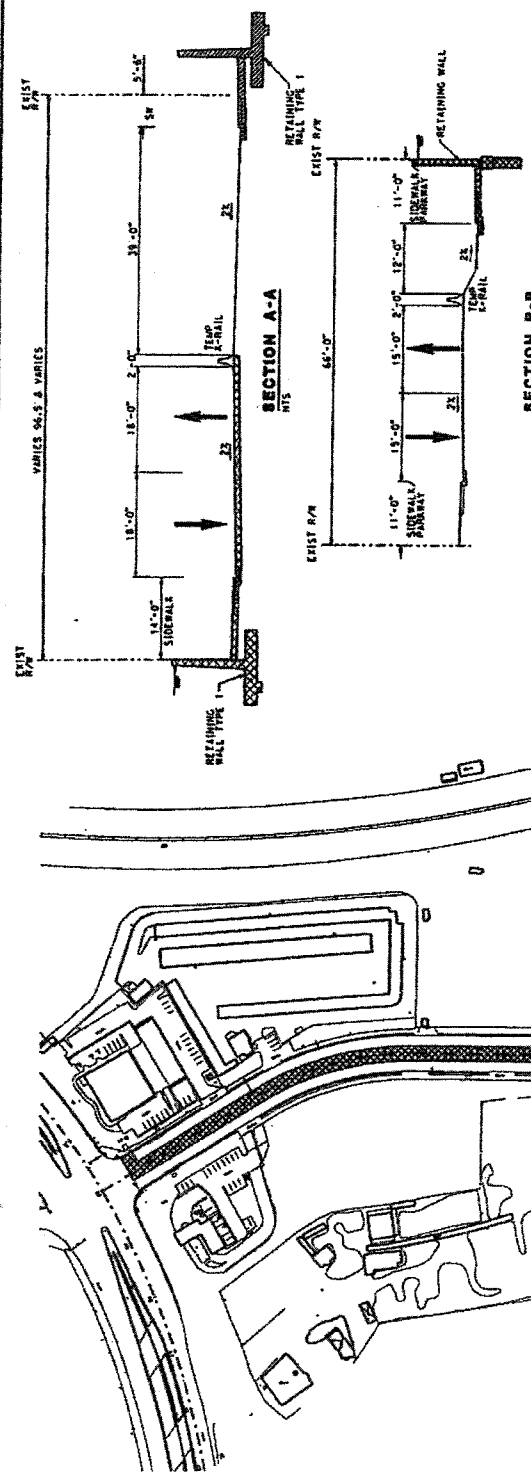
URS CORPORATION
APPROVED BY:

PREPARED BY: BLANKIN
CHECKED BY: BLANKIN
DATE: 3/4/13
PROJECT: CLAY STREET GRADE SEPARATION PROJECT

POSTING: 13
JOB FILE: 13-00000001

RELATING BORDER SCALE
IS IN INCHES

W.V. PK



LEGEND:

→ DIRECTION OF TRAFFIC

▨ CONSTRUCT THIS STAGE

▨ TYPE III BARRICADE

▨ CONSTRUCTED IN PREVIOUS PHASE

▨ TEMPORARY K-RAIL

▨ CONSTRUCT ACCESS, FIRST ORDER OF WORK FOR THIS PHASE, NIGHT CLOSURE ONLY

TRAFFIC HANDLING FEATURES

① MAINTAIN ONE TRAVEL LANE IN EACH DIRECTION ON CLAY ST

② MAINTAIN ONE TRAVEL LANE IN EACH DIRECTION ON LINARES AVE TO ROAD CLOSURE AT 12:40

③ MAINTAIN ONE TRAVEL LANE IN EACH DIRECTION ON CLAY ST

④ MAINTAIN ONE TRAVEL LANE IN EACH DIRECTION ON LINARES AVE TO ROAD CLOSURE AT 12:40

STAGE 2 PHASE 2 CONSTRUCTION FEATURES

① CONSTRUCT RETAINING WALLS L19, 36, 30

② CONSTRUCT DRIVEWAY ENTRANCES WITH NIGHT CLOSURES

③ CONSTRUCT ROADWAY PORTIONS ON CLAY ST

④ MAINTAIN ONE TRAVEL LANE IN EACH DIRECTION ON CLAY ST

APPROX. PHASE LENGTH IS 2.5 MILES

COUNTY OF RIVERSIDE
STAGE CONSTRUCTION (STAGE 2 PHASE 2)
CLAY STREET
GRADE SEPARATION
PROJECT

SCALE: 1"=100'

SHEET NO. SC-2.2

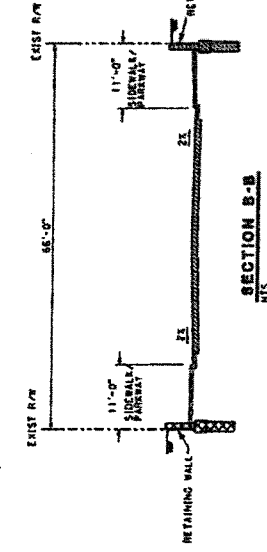
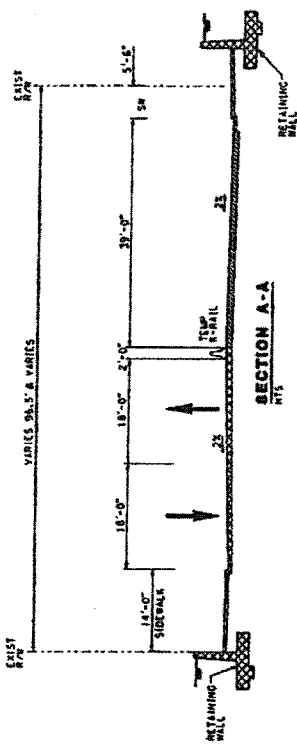
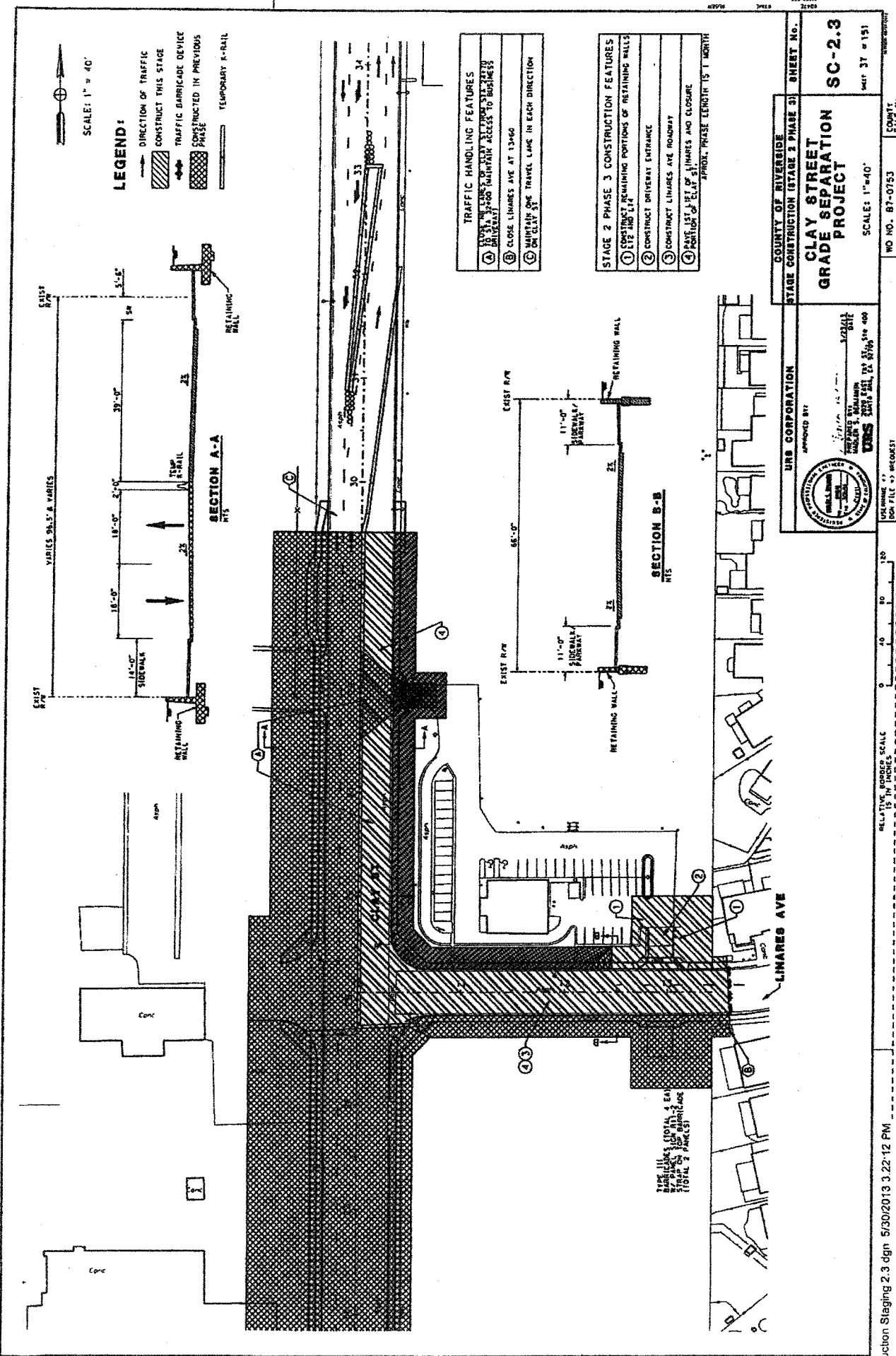
DATE 3/13/13

URS CORPORATION
APPROVED BY: [Signature]
DATE: 3/13/13
PROJECT NO. 07-0753
SHEET NO. SC-2.2

RELATIVE HORIZONTAL SCALE
0 40 80 120
FOOT

Construction Staging 2.2.dgn 5/30/2013 3:21:21 PM

OK PK



SCALE: 1" = 40'

LEGEND:

- DIRECTION OF TRAFFIC
- CONSTRUCT THIS STAGE
- TRAFFIC BARRICADE DEVICE
- CONSTRUCTED IN PREVIOUS PHASE
- TEMPORARY K-RAIL

- TRAFFIC HANDLING FEATURES**
- ① MAINTAIN ONE TRAVEL LANE IN EACH DIRECTION
 - ② MAINTAIN ACCESS TO BUSINESSES
 - ③ MAINTAIN ONE TRAVEL LANE IN EACH DIRECTION
 - ④ MAINTAIN ONE TRAVEL LANE IN EACH DIRECTION

- STAGE 2 PHASE 3 CONSTRUCTION FEATURES**
- ① CONSTRUCT REMAINING PORTIONS OF RETAINING WALLS
 - ② CONSTRUCT DRIVEWAY ENTRANCE
 - ③ CONSTRUCT LINARES AVE. ROADWAY
 - ④ MAINTAIN ACCESS TO BUSINESSES AND CLOSURE

APPROX. PHASE LENGTH IS 1 MONTH

COUNTY OF RIVERSIDE

STAGE CONSTRUCTION (STAGE 3 PHASE 3)

CLAY STREET GRADE SEPARATION PROJECT

SCALE: 1"=40'

SHEET NO. SC-2.3

SHEET 37 OF 151

URS CORPORATION

APPROVED BY:

PROJECT NO. 08-0753

DATE: 5/30/2013

TIME: 3:22:12 PM

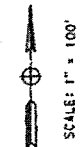
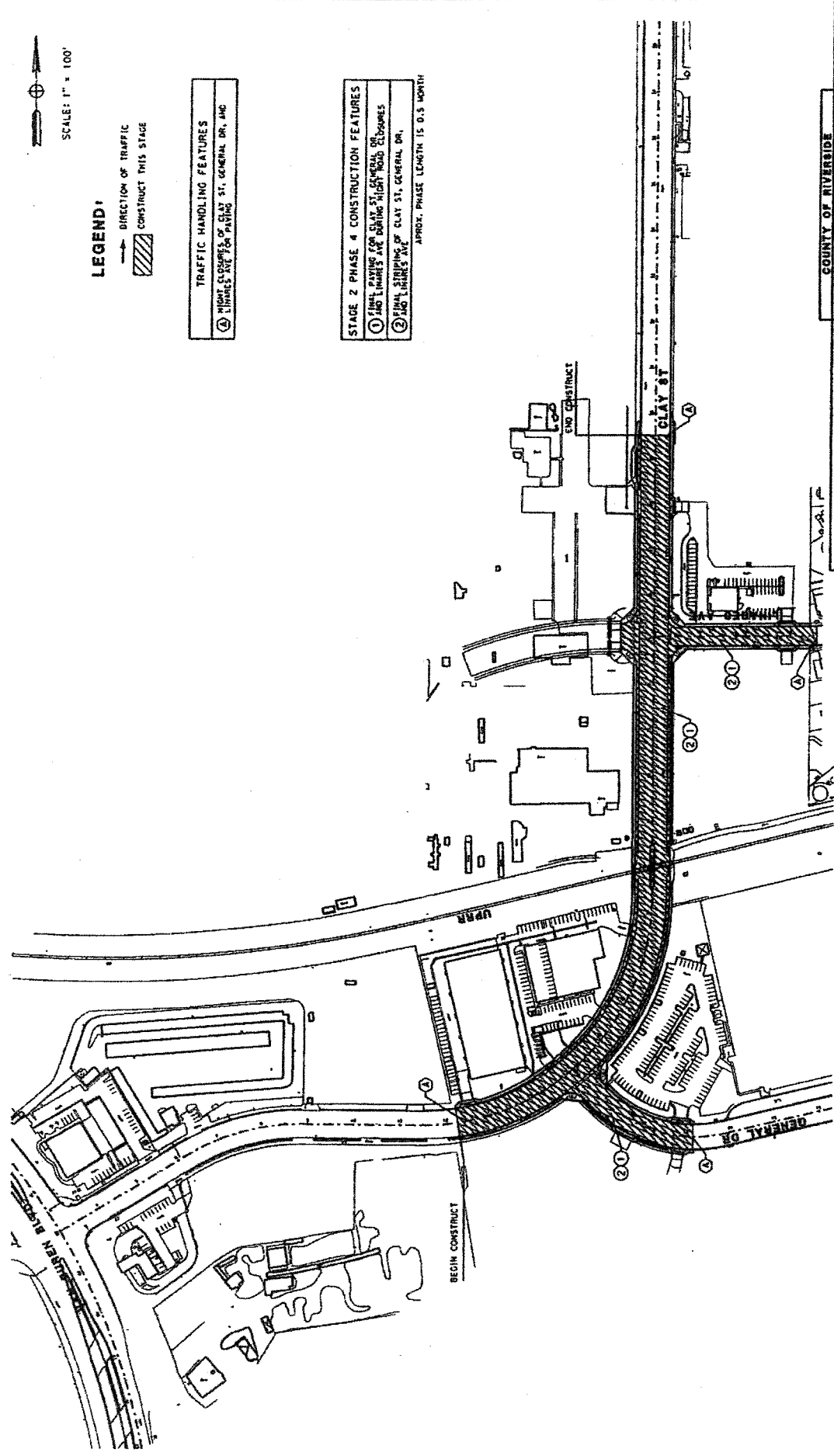
RELATIVE BORDER SCALE

0 20 40 60 80 100 120

UNITS: FEET

DO NOT SCALE

W.K. PK



LEGEND:

- DIRECTION OF TRAFFIC
- ▨ CONSTRUCT THIS STAGE

TRAFFIC HANDLING FEATURES

- ① NIGHT CLOSURES OF CLAY ST. GENERAL DR. AND LINNEN AVE FOR PAVING

STAGE 2 PHASE 4 CONSTRUCTION FEATURES

- ① FINAL PAVING FOR CLAY ST. GENERAL DR. AND LINNEN AVE DURING NIGHT ROAD CLOSURES
- ② FINAL STRIPING OF CLAY ST. GENERAL DR. AND LINNEN AVE

APPROX. PHASE LENGTH IS 0.5 MILE

COUNTY OF RIVERSIDE		SHEET NO.
STAGE CONSTRUCTION (STAGE 2 PHASE 4)		SC-2.4
CLAY STREET GRADE SEPARATION PROJECT		DATE 38 131
SCALE: 1"=100'		
URB CORPORATION		
APPROVED BY:		
DESIGNED BY:		
CHECKED BY:		
DATE: 10/1/13		
PROJECT NO. 13-000		
URB		



RELATIVE BORDER SCALE: 0 40 80 120
 1"=100'
 NO. 87-0753
 CONSTRUCTION STAGING 2.4 dgn 5/30/2013 3:22:49 PM

Q.V. PK