

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



**ITEM  
3.27  
(ID # 2331)**

**MEETING DATE:**

Tuesday, July 11, 2017

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION  
DEPARTMENT :

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION AND  
LAND MANAGEMENT AGENCY/ TRANSPORTATION: Resolution No. 2017-  
116, Authorization to Convey and Release Temporary Construction Easement  
Interests in Real Property to the Ownerships Listed in Table 1, located in the City  
of Jurupa Valley, County of Riverside, State of California, CEQA Exempt, 2nd  
District; [\$0] (Clerk to file Notice of Exemption) (3.6 of 06/06/2017)

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

1. Find that the conveyance and release of the temporary construction easement interests in real property is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15301, Class 1-Existing Facilities and 15061(b)(3);
2. Adopt Resolution No. 2017-116, Authorization to Convey and Release Temporary Construction Easement Interests in Real Property to the Ownerships Listed in Table 1, located in the City of Jurupa Valley, County of Riverside, by Quitclaim Deeds;
3. Authorize the Chairman of the Board to Supervisors to execute the Quitclaim Deeds in favor of the ownerships listed in Table 1 in order to complete the conveyance;
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; and
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five days of the approval of the conveyance and release of the temporary construction easement interests in real property.

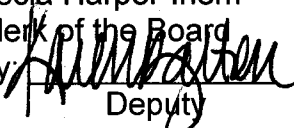
**ACTION:** Policy

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: July 11, 2017  
xc: EDA, Transp., Recorder

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

The construction of the Clay Street Grade Separation Project has been completed. 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 was lowered to obtain vertical clearance between Clay Street and the Union Pacific Railroad (UPRR) railroad tracks (Project).

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

The temporary acquisition of properties within the City of Jurupa Valley for the Clay Street Grade Separation Project was acquired in the name of County of Riverside from the owners listed in Table 1 and recorded as Temporary Construction Easement Deeds. The temporary non-exclusive easement consisted of parcels necessary to facilitate and accomplish the construction of the Clay Street Grade Separation Project. The specific Board approval dates (Previous Agenda Reference), Parcel No., Assessor's Parcel Number, and recording information, and specific temporary uses are described in the following Table 1.

Table 1 Temporary Construction Easements for Clay Street Grade Separation Project			
Prev. Agenda Ref.	Parcel No./ Assessor's Parcel No.(s)	Temporary Construction Easement (Recorded Date/Instrument No.)	Temporary Specific Use(s)
A.3 of 12-03-13	0753-001C 163-400-012, 163-400-013 and 163-400-14	February 5, 2014 2014-0050261	Constructing a slope, staging construction and equipment, temporary parking and utility relocation
3-20 of 06-04-13	0753-006E and 0753-006F 163-400-023	July 23, 2013 2013-0355511	Aerial easement for utility relocation
3-23 of 07-16-13	0753-007C and 0753-007D 163-400-025	October 2, 2013 2013-0476251	Aerial easement for utility relocation
3-20 of 06-04-13	0753-008 and 0753-008D 163-400-026	July 17, 2013 2013-0344868	Aerial easement for utility relocation
3-20 of 06-04-13	0753-010A 163-400-028	June 27, 2013 2013-0308201	Aerial easement for utility relocation

Pursuant to each respective Temporary Construction Easement Deed, the County must now release and remit any interest the County may have in the properties listed in Table 1 above, and shown on the maps identified as Exhibit A to the ownerships by Quitclaim Deed. The temporary easements are no longer needed for the County since the Project is now complete.

On June 6, 2017, the Board of Supervisors adopted Resolution No. 2017-115, Notice of Intention to Convey and Release Temporary Construction Easement Interests in Real Property to the Ownerships Listed in Table 1, located in the City of Jurupa Valley, County of Riverside, State of California and notice was published by the Clerk of the Board pursuant to Section 6063 of the Government Code.

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

The County intends to convey temporary easement interests in real property located in the City of Jurupa Valley, County of Riverside listed in Table 1 above and shown on the maps identified as Exhibit A to the ownerships by Quitclaim Deeds. The proposed conveyances are exempt from the provisions of CEQA specifically by the State CEQA Guidelines Sections 15301 and 15061(b)(3) General Rule Exemption because this involves only the conveyance and release and remittance of any interests the County may have as the temporary easements are no longer needed for the County since the Project is now complete.

Pursuant to Government Code Section 25365, the County of Riverside, by 4/5 vote may transfer interests in real property, or any interest therein, belonging to the County to other persons, upon the terms and conditions as are agreed upon and without complying with any other provisions of the Government Code, if the property or interest therein to be conveyed is not required for county use.

Resolution No. 2017-116 has been reviewed and approved by County Counsel as to legal form.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	2016/17

**Impact on Citizens and Businesses**

There is no impact on citizens and businesses for this action.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

There is no additional net County cost associated with this project and no budget adjustment is required.

**ATTACHMENTS:**

Resolution No. 2017-116

Exhibit A - Map of the Properties to be Quitclaimed to the Ownerships Listed in Table 1

Notice of Exemption

Quitclaim Deeds (5) including a copy of the recorded Temporary Construction Easement Deeds between County and property owners

RF:PR:JVW:VC:VY:YK:tg 18.441 13357

Minute Traq ID 2331

Transportation Work Order No. B7-0753

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



Rahini Dasika, Principal Management Analyst

6/29/2017



Gregory V. Priamos, Director County Counsel

5/31/2017

FORM APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gunzel* 5-24-17  
DATE  
SYNTHIA M. GUNZEL

1 Board of Supervisors

County of Riverside

2 Resolution No. 2017-116

3 Authorization to Convey and Release Temporary Construction Easement Interests in  
4 Real Property to the Ownerships Listed in Table 1,  
5 located in the City of Jurupa Valley, County of Riverside,  
6 State of California, by Quitclaim Deeds

7  
8 WHEREAS, the County of Riverside (County) acquired the temporary easement  
9 interests in real property from the property owners listed in Table "1," attached hereto  
10 and made a part hereof, necessary to facilitate and accomplish the construction for the  
11 Clay Street Grade Separation Project ("Project");

12 WHEREAS, the Project is now complete and conveyances to the listed property  
13 owners will fulfill County's obligation to release and relinquish the temporary easement  
14 interests in real property following completion of the Project;

15 WHEREAS, the conveyances of the temporary easement interests in real  
16 property are exempt from the provisions of the California Environmental Quality Act  
17 (CEQA) pursuant to CEQA Guidelines Section 15301, Class 1-Existing Facilities and  
18 15061(b)(3); now, therefore,

19 BE IT RESOLVED, DETERMINED AND ORDERED by the Board of  
20 Supervisors of the County of Riverside, California, not less than four/fifths of all  
21 members concurring, in regular session assembled on or after July 11, 2017, that this  
22 Board, based upon a review of the evidence and information presented on the matter,  
23 as it relates to the conveyance has determined that the proposed conveyance is  
24 categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301  
25 and 15061(b)(3) because it can be seen with certainty that there is no possibility that  
26 the activity in question will have a significant effect on the environment because it  
27 merely involves the conveyance of title to real property and no construction activities of  
28 development is to occur and the temporary easements are no longer needed for the

1 County since the Project is now complete and authorizes the conveyance of the  
2 property interests to the property ownerships listed in Table 1.

3 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the  
4 Board of Supervisors of the County of Riverside is authorized to execute the Quitclaim  
5 Deeds on behalf of the County to complete the conveyance of the property interests  
6 and this transaction.

7 BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County  
8 Executive Officer/EDA, or his designee, is authorized to execute any other documents  
9 to complete this transaction.

10 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of  
11 Supervisors has given notice hereof as provided in Section 6063 of the Government  
12 Code.

13

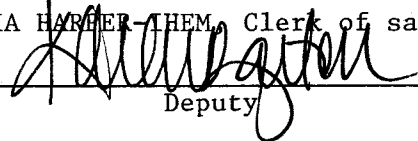
14 ROLL CALL:

15 Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
16 Nays: None  
17 Absent: None

18

19 The foregoing is certified to be a true copy of a resolution duly  
20 adopted by said Board of Supervisors on the date therein set forth.

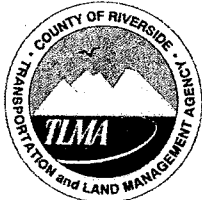
21

22  
23  
24  
25  
26  
27  
28  
KECIA HARPER-HEM, Clerk of said Board  
By  Deputy

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

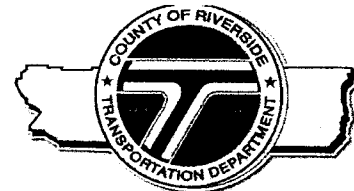
Table 1 Temporary Construction Easements for Clay Street Grade Separation Project To be Released and Remit back to the Property Owners by Quitclaim Deed			
Prev. Agenda Ref.	Parcel No./ Assessor's Parcel No.(s)	Temporary Construction Easement (Recorded Date/Instrument No.)	Temporary Specific Use(s)
A.3 of 12-03-13	0753-001C 163-400-012, 163-400-013 and 163-400-14	February 5, 2014 2014-0050261	Constructing a slope, staging construction and equipment, temporary parking and utility relocation
3-20 of 06-04-13	0753-006E and 0753-006F 163-400-023	July 23, 2013 2013-0355511	Aerial easement for utility relocation
3-23 of 07-16-13	0753-007C and 0753-007D 163-400-025	October 2, 2013 2013-0476251	Aerial easement for utility relocation
3-20 of 06-04-13	0753-008 and 0753-008D 163-400-026	July 17, 2013 2013-0344868	Aerial easement for utility relocation
3-20 of 06-04-13	0753-010A 163-400-028	June 27, 2013 2013-0308201	Aerial easement for utility relocation

SV:ra/051617/296TR/18.442



# COUNTY OF RIVERSIDE

## TRANSPORTATION AND LAND MANAGEMENT AGENCY



Juan C. Perez, P.E., T.E.  
Transportation and Land  
Management Agency Director

Patricia Romo, P.E.  
Director of Transportation

### Transportation Department

## NOTICE OF EXEMPTION

September 29, 2016

**PROJECT TITLE:** Conveyance and Release of Temporary Construction Easements  
Obtained for the Clay Street Grade Separation Project  
Work Order #ZB7 0753D, Task Code #Z2065

**PROJECT SPONSOR:** Riverside County Transportation Department

Original Negative Declaration/Notice of  
Determination was routed to County  
Clerks for posting on.

**PROJECT LOCATION:** City of Jurupa Valley

7/27/17      kb  
Date                                  Initial

**SUPERVISORIAL DISTRICT:** Second

**PROJECT DESCRIPTION:** The Riverside County Transportation Department (County) proposes to release the temporary construction easements (proposed Project) that were obtained for the construction of the Clay Street Grade Separation Project, which is now complete. The temporary construction easements require that after construction is finished, the County is to release and remit any interest in the properties.

**ENVIRONMENTAL ANALYSIS:** The County was the lead agency for the California Environmental Quality Act (CEQA) for the construction of the Clay Street Grade Separation Project. A Notice of Exemption was posted on February 11, 2011 for the Project, which included obtaining right of way. Caltrans, acting as the National Environmental Policy Act lead agency, approved a Categorical Exclusion for the Project on January 31, 2011.

The County acquired the temporary construction easements, slope easements, utility easements and permanent right of way needed for the construction of the grade separation. The action to convey and release the temporary construction easements is the currently proposed Project.

The proposed Project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301, Class 1(c) (Existing Facilities) and Section 15061(b) (3) (General Rule).

The proposed Project consists of the release of easements and will not prompt physical changes to the environment. Road improvements already exist upon portions of the land on which the temporary construction easements are held. In addition, the proposed release of temporary

JUL 11 2017 3.27



construction easements are covered by the general rule that CEQA applies to projects which have the potential for causing a significant effect on the environment. Transportation Department staff has determined that there is no possible significant effect directly related to the Project.

**ENVIRONMENTAL FINDINGS:**

**The Riverside County Transportation Department has found that the above described project is exempt from the provisions of CEQA, based on the following:**

CEQA Guidelines, **Section 15061(b) (3)**: General Rule exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The release of temporary construction easements will not have a significant effect on the environment.

CEQA Guidelines, **Section 15301(c)**: Existing Facilities exemption provides for operation of streets as a class of project which has been determined not to have a significant effect on the environment and is exempt from CEQA. The release of temporary construction easements utilized for the Clay Street improvements are exempt under this Section.

By: Mary Zambon, Senior Transportation Planner

Signed: *Russell Williams*  
Russell Williams, Environmental Division Manager

**RIVERSIDE COUNTY CLERK & RECORDER  
AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

-TO BE FILLED IN BY SUBMITTING AGENCY-

AUTHORIZATIONNUMBER: W.O.#Z B7 0753 Z2065  
537280-20000-3130500000 ZB70753 Z2065  
AMOUNT: \$50.00  
DATE: September 29, 2016  
AGENCY: Riverside County Transportation Department

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE A VOUCHER FOR PAYMENT OF ALL FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Russell Williams, Environmental Division Manager

Signature: *Russell Williams*

PRESENTED BY: Mary Zambon, Senior Transportation Planner

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

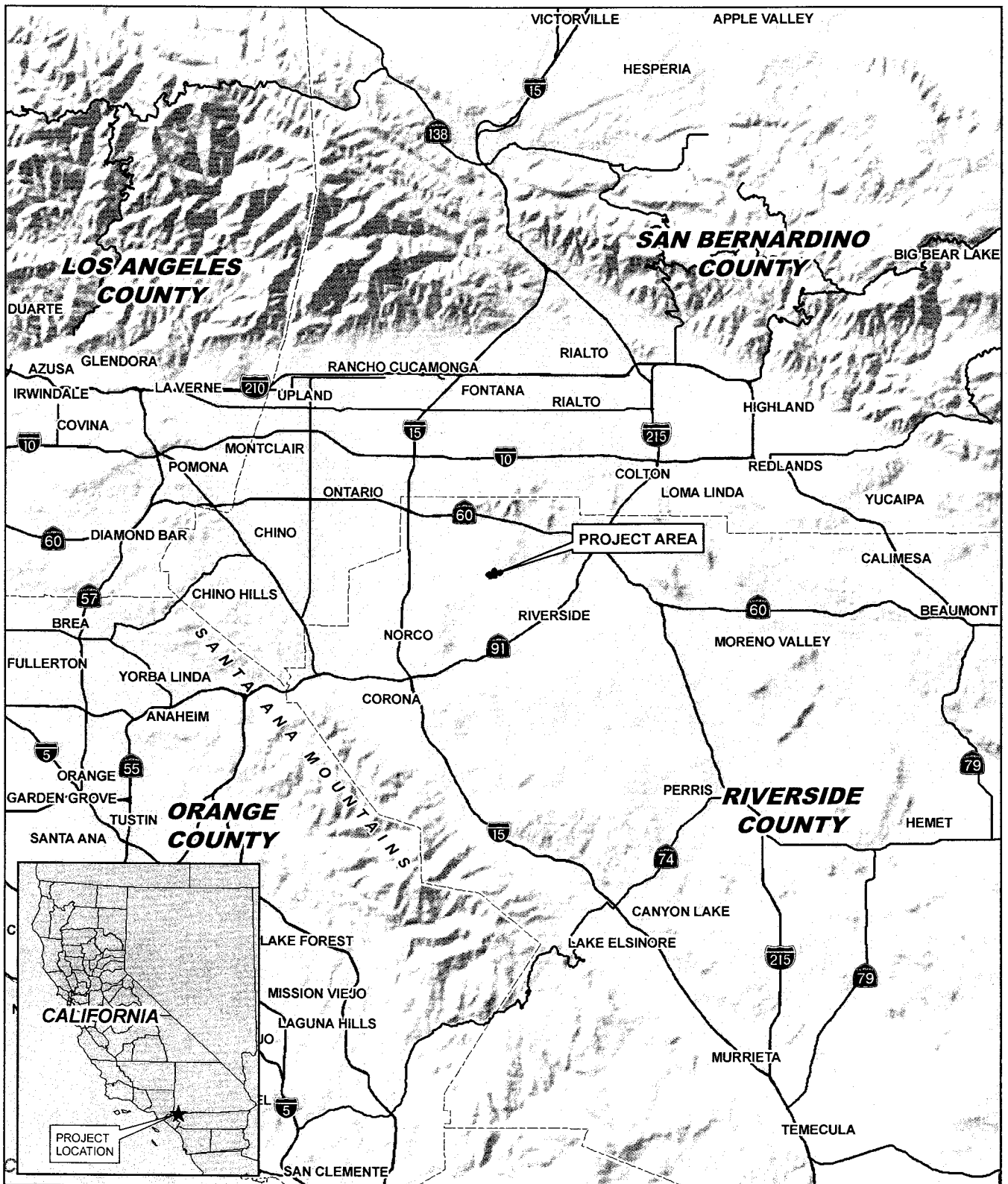
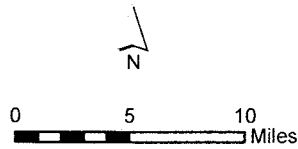





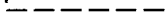




FIGURE 1  
REGIONAL LOCATION

CLAY STREET GRADE  
SEPARATION PROJECT



# Clay Street TCE Relinquishment Map

## LEGEND:

-  EXISTING R/W
-  PROPOSED R/W
-  TCE
-  PERMANENT EASEMENT
-  PROPOSED JCSD EASEMENT
-  JCSD TCE
-  TCE AERIAL EASEMENT  
EDISON, ATT & VERIZON
-  UPRR EASEMENT

 0753-010A County Releasing Temporary Interest

0753-010A

0753-008D

0753-008A

0753-007D

APN: 163-400-025  
OWNER: NIKOLAU

0753-007C

FUTURE ROAD  
BY DEVELOPER

APN: 163-400-002  
OWNER: WCP DE ANZA

0753-006F

0753-008E

APN: 163-400-007  
OWNER: WESTERN

APN: 163-400-015  
OWNER: GENERAL DR. CORP

Detail "A"

0753-001C

Recorded at request of and return to:  
Economic Development Agency  
Real Estate Division  
On behalf of the Transportation Department  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, California 92501

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

SV:jb/090616/296TR/18.393

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

PROJECT: CLAY STREET GRADE SEPARATION  
PARCEL: 0753-001C

## QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, COUNTY OF RIVERSIDE, a political subdivision of the State of California, does hereby remise, release and forever quitclaim to MMI/BDI RIVERSIDE GENERAL, LLC, a Delaware limited liability company, all right, title and interest in and to the real property in the City of Jurupa Valley, County of Riverside, State of California, as conveyed in the Temporary Construction Easement Deed recorded on February 5, 2014, as Document No. 2014-0050261, records of said County, attached hereto and made a part hereof.

JUL 11 2017 3.27

PROJECT: CLAY STREET GRADE SEPARATION PROJECT  
PARCEL: 0753-001C

Dated: JUL 11 2017

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

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By: [Signature]  
DEPUTY

By: [Signature]  
JOHN J. Benoit, Chairman  
Board of Supervisors  
JOHN TAVAGLIONE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

On \_\_\_\_\_, before me, \_\_\_\_\_, a  
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 \_\_\_\_\_

Place Notary Seal Above

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] 11/3/16  
R. TODD FRAHM DATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

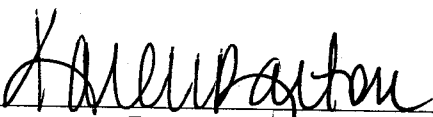
§

On July 11, 2017, before me, Karen Barton, Board Assistant, personally appeared John Tavaglione, 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)

Commonwealth Land Title Company

Recorded at request of and return to:  
Economic Development Agency/  
Facilities Management  
Real Estate Division  
On behalf of the Transportation Department  
3403 10<sup>th</sup> Street, Suite 400  
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)

DOC # 2014-0050261  
02/05/2014 02:15 PM Fees: \$0.00  
Page 1 of 15  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: CMORRIS

SV:ra/102413/296TR/15.592

(Space above this line for Recorder's use)

12464611

TRA: 028-072

TRA: 028-042

PROJECT: CLAY STREET GRADE SEPARATION  
PROJECT  
PARCEL: 0753-001C  
APNS: 163-400-012, 163-400-013 and 163-400-  
014

## TEMPORARY CONSTRUCTION EASEMENT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, MMI/BDI RIVERSIDE GENERAL, LLC, a Delaware limited liability company ("Grantor") Grant(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, its successors and assigns ("County"), a temporary non-exclusive easement for constructing a slope, staging construction and equipment, temporary parking, and for all purposes necessary to facilitate and accomplish the construction of the Clay Street Grade Separation Project, including temporary utility relocation purposes ("Project"), in, over, on, under and along those portions of the real property situated in the City of Jurupa Valley, County of Riverside, State of California, identified as Assessor's Parcel Numbers 163-400-012, 163-400-013 and 163-400-014, referenced as Parcel No. 0753-001C described on Attachment 1, attached hereto and made a part hereof.



Commonwealth Land Title Company

Recorded at request of and return to:  
Economic Development Agency/  
Facilities Management  
Real Estate Division  
On behalf of the Transportation Department  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, California 92501

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

SV:ra/102413/296TR/15.592

(Space above this line for Recorder's use)

12464611

TRA: 028-072

TRA: 028-042

PROJECT: CLAY STREET GRADE SEPARATION  
PROJECT

PARCEL: 0753-001C

APNS: 163-400-012, 163-400-013 and 163-400-014

## TEMPORARY CONSTRUCTION EASEMENT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, MMI/BDI RIVERSIDE GENERAL, LLC, a Delaware limited liability company ("Grantor") Grant(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, its successors and assigns ("County"), a temporary non-exclusive easement for constructing a slope, staging construction and equipment, temporary parking, and for all purposes necessary to facilitate and accomplish the construction of the Clay Street Grade Separation Project, including temporary utility relocation purposes ("Project"), in, over, on, under and along those portions of the real property situated in the City of Jurupa Valley, County of Riverside, State of California, identified as Assessor's Parcel Numbers 163-400-012, 163-400-013 and 163-400-014, referenced as Parcel No. 0753-001C described on Attachment 1, attached hereto and made a part hereof.

Other terms of the Temporary Construction Easement Deed (hereinafter, the "TCE") are as follows:

1. AFFECTED PARCELS: The temporary construction easement area (TCE Area), used for constructing a slope, staging construction and equipment, temporary parking, and for all purposes necessary to facilitate and accomplish the construction of the Project, including temporary utility relocation purposes, is referenced as Parcel 0753-001C, consisting of approximately 3.629 acres or 158,098 square feet, as described on Attachment 1.
2. 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. County shall have the right to utilize this TCE beyond the 24 month period, provided County pays monthly compensation to Grantor pursuant to that certain Temporary Construction Easement Agreement dated December 3, 2013 between the County and Grantor (the "Agreement"). This TCE shall terminate on the earliest of completion of the Project or December 31, 2016. At the expiration of the TCE term, County shall quitclaim or release its interest in such property to Grantor or Grantor's successor.
3. 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 to repair or restore any property damaged by the County's exercise of the rights granted by this TCE.
4. 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.
5. INDEMNIFICATION: County agrees to indemnify, defend, and hold harmless Grantor and its successors and assigns and such other party's officers, directors, shareholders, employees, contractors, licensees, tenants, agents, and representatives (individually and collectively, "Indemnified Parties") from and against any claims, demands, actions, proceedings, liabilities, losses, damages, liens (including mechanic's liens), costs and expenses (including court costs and reasonable attorney, experts', and consultants' fees and costs) of any nature whatsoever, at law or in equity ("Claims") arising directly or indirectly out of or relating to (a) any act or omission in connection with the County's (or persons acting on County's behalf) use of any easement granted under this Agreement; (b) the negligence, willful misconduct, or intentional act of County or any County employees, contractors, agents, tenants, invitees, or licensees; (c) the County's (or persons acting on County's behalf) use, transport, storage, release, or disposal of any Hazardous Materials in the TCE Area, and/or (d) any breach of County's obligations under this Agreement. County's obligations under this section shall not extend to any Claims to the extent such Claims arise from the negligence, willful

misconduct, or intentional act of Grantor or its successors and assigns. As used in this Agreement, "Hazardous Materials" shall mean any material or substance defined or regulated as a hazardous or toxic material, waste, or substance under any federal, state, or local law, statute, ordinance, regulation, guideline, order, judicial or administrative decision, and/or any applicable insurance policy presently in effect or as may be modified from time to time after the date of this Agreement, and shall specifically include, but not be limited to, petroleum products and byproducts.

6. OWNERSHIP: Grantor hereby warrants that it is the owner of the property and that it has the right to grant County permission to enter upon and use the property.
7. ENTIRE TCE: This TCE is the result of negotiations between the parties hereto. This TCE 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 TCE supersedes any and all other prior agreements or understandings, oral or written, in connection therewith other than the Agreement. No provision contained herein shall be construed against the County solely because it provided or prepared this TCE.
8. MODIFICATIONS IN WRITING: This TCE shall not be changed, modified, or amended except upon the written consent of the parties hereto.
9. SUCCESSORS AND ASSIGNS: Grantor, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this TCE, and all the parties thereto shall be jointly and severally liable thereunder.
10. 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 TCE.
11. 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 TCE 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.

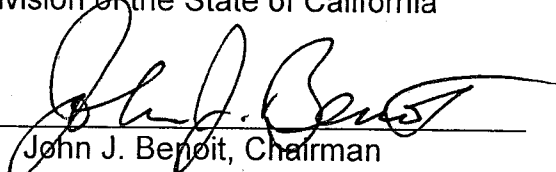
(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

12. COUNTERPART: This TCE 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: 12-3-13

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

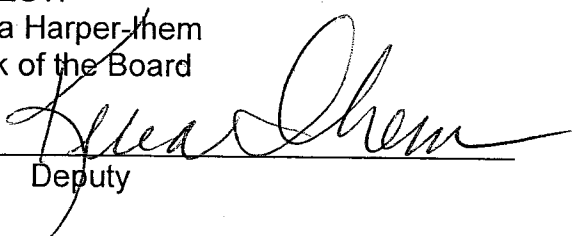
GRANTOR:  
MMI/BDI RIVERSIDE GENERAL, LLC, a  
Delaware limited liability company

By:   
John J. Benoit, Chairman  
Board of Supervisors

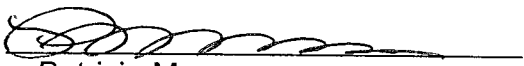
By:   
Robert Giffin  
Name: Vice President

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

}  
§  
}

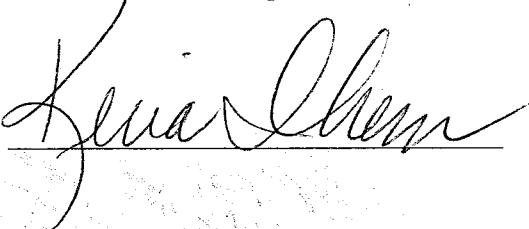
On December 3, 2013, before me, Kecia Harper-Ihem, Clerk of the Board, personally appeared John J. Benoit, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed 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:



(SEAL)

STATE OF CALIFORNIA )  
 )ss  
COUNTY OF Los Angeles )

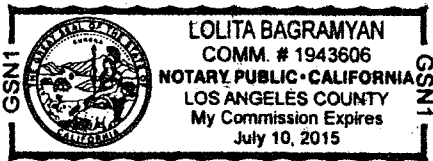
On October 29, 2013, before me, Lolita Bagramyan, a Notary Public in and for the County and State, personally appeared Robert Giffin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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 Lolita Bagramyan

[SEAL]



**GOVERNMENT CODE SECTION 27361.7**

I CERTIFY UNDER PENALTY OF PERJURY THAT THE  
NOTARY SEAL ON THE DOCUMENT TO WHICH THIS  
STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: Lolita Bagamyran

DATE COMMISSION EXPIRES: July 10, 2015

COUNTY WHERE BOND IS FILED: Los Angeles

COMMISSION NO.: 1943606

VENDOR NO.: GSN1

PLACE OF EXECUTION: Newport Beach, CA

DATE: 02/05/2014

Lawyers Title, California

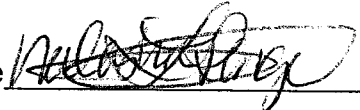
A handwritten signature in black ink is written over a solid horizontal line. The signature is cursive and appears to be the name 'Lolita Bagamyran'.

STATE OF CALIFORNIA )  
 )ss  
COUNTY OF RIVERSIDE )

On 12/16/2013, before me, Natasha Lei Rangel, a Notary Public in and for the County and State, personally appeared John Joseph Benoit, 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]





**GOVERNMENT CODE SECTION 27361.7**

I CERTIFY UNDER PENALTY OF PERJURY THAT THE  
NOTARY SEAL ON THE DOCUMENT TO WHICH THIS  
STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: Natasha Lei Rangel

DATE COMMISSION EXPIRES: June 14, 2017

COUNTY WHERE BOND IS FILED: Riverside

COMMISSION NO.: 2028952

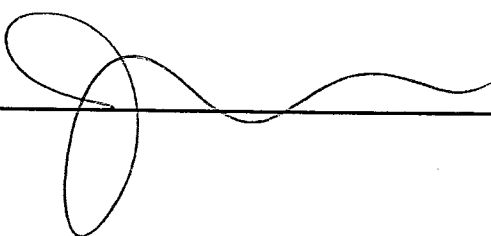
VENDOR NO.: NNA1

PLACE OF EXECUTION: Newport Beach, CA

DATE: 02/05/2014

Lawyers Title, California

---

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, is written over a solid horizontal line.

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

1. Portion of Assessor's Parcel Numbers 163-400-012, 163-400-013, and 163-400-014 referenced as Parcel 0753-001C, more particularly described on Exhibits A and B attached hereto.

**EXHIBIT "A"**  
**CLAY STREET (GRADE SEPARATION)**  
**LEGAL DESCRIPTION**  
**0753-001C**

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, LYING WITHIN ALL OF PARCEL 9 TOGETHER WITH THAT PORTION OF PARCEL 8, BOTH OF PARCEL MAP 18131 ON FILE IN BOOK 126, PAGES 30 THROUGH 32, INCLUSIVE, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, SAID PARCEL MAP LYING WITHIN SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST OF THE SECTIONALIZED SURVEY OF THE JURUPA RANCHO ON FILE IN BOOK 9, PAGE 26 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE CENTERLINE OF CLAY STREET (44.00 FOOT SOUTHEASTERLY HALF-WIDTH) AND THE CENTERLINE OF GENERAL DRIVE (39.00 FOOT SOUTHWESTERLY HALF-WIDTH) AS SHOWN ON SAID PARCEL MAP, BEING A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 499.99 FEET AND AN INITIAL RADIAL BEARING OF S 40°28'04" E;

THENCE SOUTHWESTERLY ALONG SAID CENTERLINE OF CLAY STREET AND SAID CURVE THROUGH A CENTRAL ANGLE OF 33°58'37", AN ARC DISTANCE OF 296.50 FEET;

THENCE LEAVING SAID CENTERLINE ALONG A LINE RADIAL TO SAID CURVE S 06°29'27" E, A DISTANCE OF 44.00 FEET TO THE MOST-WESTERLY CORNER OF SAID PARCEL 9, BEING A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CLAY STREET, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 543.99 FEET AND AN INITIAL RADIAL BEARING OF S 06°29'27" E, ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 27°35'45", AN ARC DISTANCE OF 262.01 FEET TO THE WESTERLY TERMINUS OF THE RIGHT-OF-WAY CORNER CUTBACK LINE FOR LOT "B" (GENERAL DRIVE) AS SHOWN ON SAID PARCEL MAP;

THENCE S 83°43'29" E ALONG SAID RIGHT-OF-WAY CORNER CUTBACK LINE, A DISTANCE OF 31.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 339.00 FEET AND AN INITIAL RADIAL BEARING OF S 49°31'56" W;

THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID GENERAL DRIVE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 48°52'16", AN ARC DISTANCE OF 289.15 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 8;

THENCE S 00°36'10" W ALONG A LINE RADIAL FROM SAID CURVE, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 389.00 AND AN INITIAL RADIAL BEARING OF S 00°39'13" W;

THENCE WESTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 04°38'57", AN ARC DISTANCE OF 31.56 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 9, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 155.00 FEET AND AN INITIAL RADIAL BEARING OF S 72°38'22" E;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 01°40'35", AN ARC DISTANCE OF 4.54 FEET;

EXHIBIT "A"  
CLAY STREET (GRADE SEPARATION)  
LEGAL DESCRIPTION (CONTINUED)  
0753-001C

THENCE CONTINUING ALONG SAID EASTERLY LINE OF PARCEL 9 S 19°02'13" W, A DISTANCE OF 110.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 35.00 FEET;

THENCE CONTINUING ALONG SAID EASTERLY LINE OF PARCEL 9, SOUTHERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 90°37'56", AN ARC DISTANCE OF 55.36 FEET;

THENCE CONTINUING ALONG SAID EASTERLY LINE OF PARCEL 9 S 71°35'43" E, A DISTANCE OF 25.66 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 65.00 FEET

THENCE CONTINUING ALONG SAID EASTERLY LINE OF PARCEL 9, SOUTHEASTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 37°44'09", AN ARC DISTANCE OF 42.81 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 9;

THENCE S 81°08'08" W ALONG THE SOUTHERLY LINE OF SAID PARCEL 9, A DISTANCE OF 491.03 FEET TO THE SOUTHWESTERLY CORNER THEREOF;

THENCE N 08°51'52" W ALONG SAID WESTERLY LINE OF PARCEL 9, A DISTANCE OF 347.77 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING: 158,098 SQUARE FEET, OR 3.629 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"

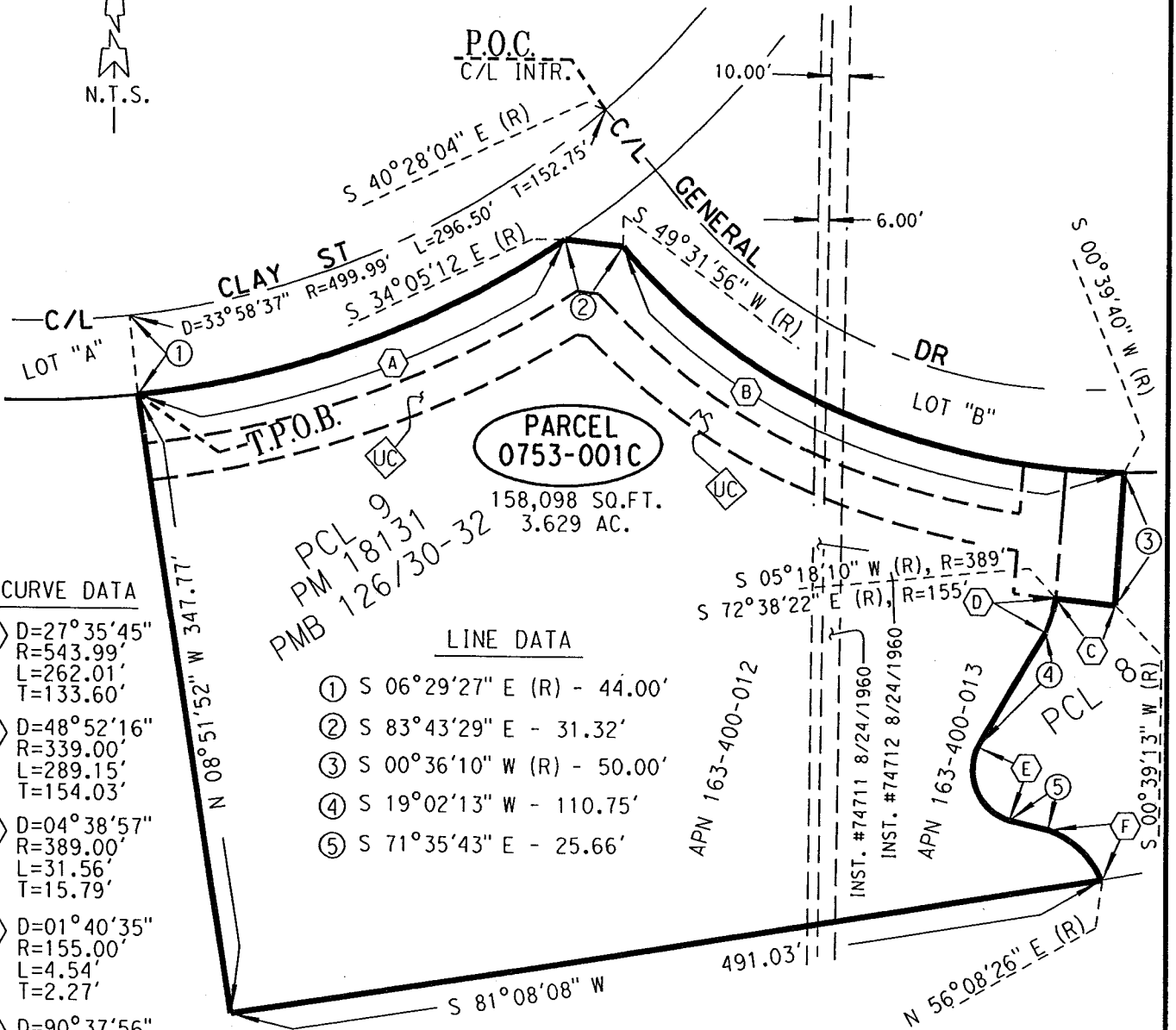
APPROVED BY: Timothy F. Rayburn

DATE: 4/17/2013



# EXHIBIT "B"

"TEMPORARY CONSTRUCTION EASEMENT"



**CURVE DATA**

- (A) D=27°35'45"  
R=543.99'  
L=262.01'  
T=133.60'
- (B) D=48°52'16"  
R=339.00'  
L=289.15'  
T=154.03'
- (C) D=04°38'57"  
R=389.00'  
L=31.56'  
T=15.79'
- (D) D=01°40'35"  
R=155.00'  
L=4.54'  
T=2.27'
- (E) D=90°37'56"  
R=35.00'  
L=55.36'  
T=35.39'

**LINE DATA**

- ① S 06°29'27" E (R) - 44.00'
- ② S 83°43'29" E - 31.32'
- ③ S 00°36'10" W (R) - 50.00'
- ④ S 19°02'13" W - 110.75'
- ⑤ S 71°35'43" E - 25.66'

- (F) D=37°44'09"  
R=65.00'  
L=42.81'  
T=22.21'

UC - INDICATES UTILITY CORRIDOR  
SEE DETAIL "A" SHEET 2 OF 2

CITY OF  
**JURUPA VALLEY**

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



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

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.

PROJECT: CLAY STREET (GRADE SEPARATION)

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

PAR. NO.: 0753-001C

PREPARED BY: DGO

SCALE: N.T.S.

DATE: APRIL, 2013

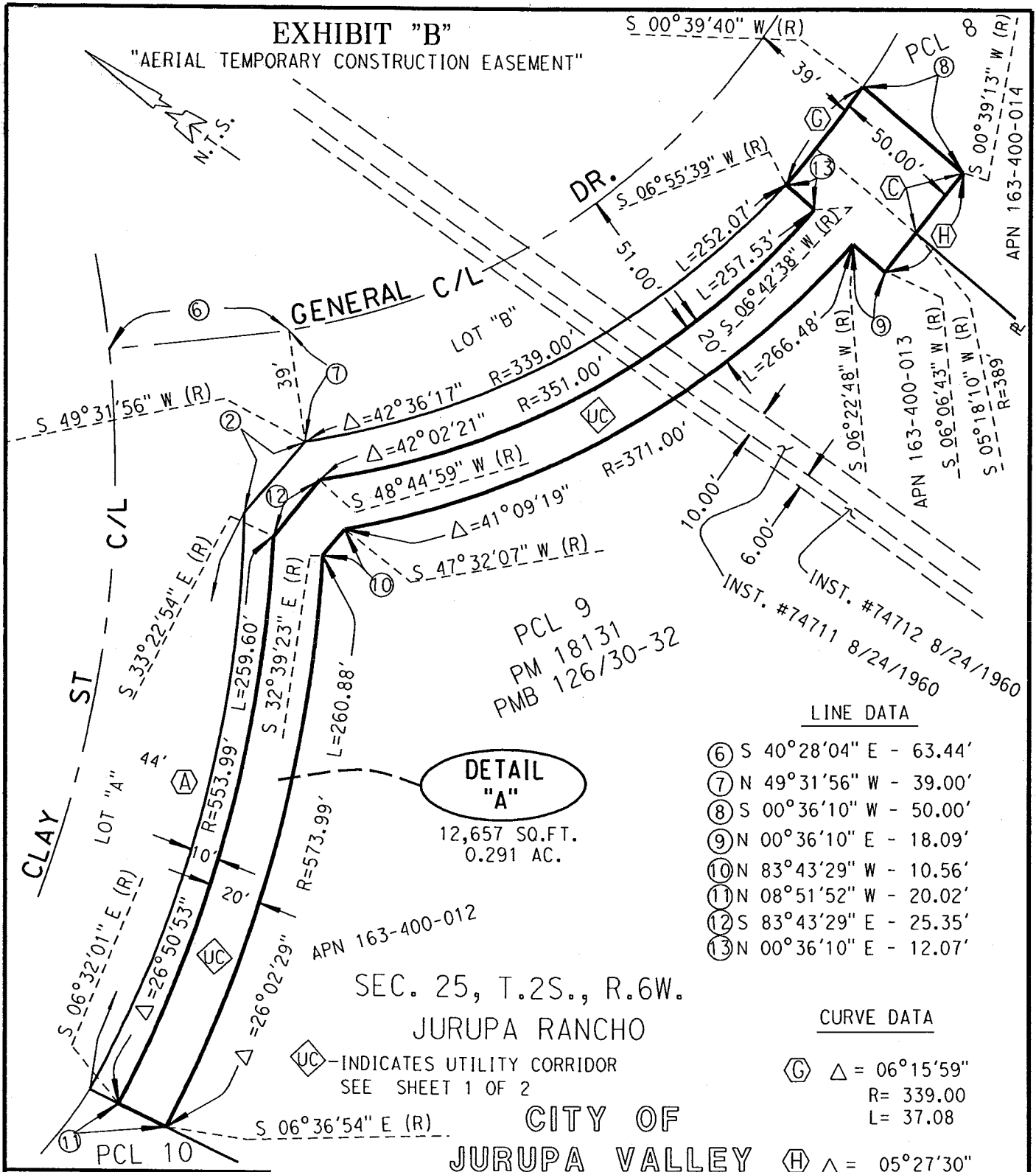
W.O. NO.: B7-0753

APPROVED BY: *Seawright Roof* DATE: 4/17/2013

SHEET 1 OF 2

**EXHIBIT "B"**

"AERIAL TEMPORARY CONSTRUCTION EASEMENT"



PCL 9  
PM 18131  
PMB 126/30-32

**DETAIL "A"**  
12,657 SQ.FT.  
0.291 AC.

APN 163-400-012

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

CITY OF  
JURUPA VALLEY

**LINE DATA**

- ⑥ S 40°28'04" E - 63.44'
- ⑦ N 49°31'56" W - 39.00'
- ⑧ S 00°36'10" W - 50.00'
- ⑨ N 00°36'10" E - 18.09'
- ⑩ N 83°43'29" W - 10.56'
- ⑪ N 08°51'52" W - 20.02'
- ⑫ S 83°43'29" E - 25.35'
- ⑬ N 00°36'10" E - 12.07'

**CURVE DATA**

- ⊙ Δ = 06°15'59"  
R = 339.00  
L = 37.08
- ⊙ Δ = 05°27'30"  
R = 389.00  
L = 37.06

⊙ INDICATES UTILITY CORRIDOR  
SEE SHEET 1 OF 2



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.: 0753-001C

PREPARED BY: KKC-B

SCALE: N.T.S.

DATE: APRIL, 2013

W.O. NO.: B7-0753


APPROVED BY: *Timothy F. Rayburn* DATE: 4/17/2013

**CERTIFICATE OF ACCEPTANCE  
(Government Code Section 27281)**

THIS IS TO CERTIFY that the temporary interest in real property conveyed by the temporary construction easement deed dated December 3, 2013, from MMI/BDI RIVERSIDE GENERAL, LLC, a Delaware limited liability company, to the COUNTY OF RIVERSIDE, is hereby accepted by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

Dated: 12/12/13

COUNTY OF RIVERSIDE  
Juan C. Perez, Director of Transportation

By: , Deputy



LARRY W. WARD  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

Recorder  
P.O. Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

Website: www.riversideacr.com

DOCUMENTARY TRANSFER TAX AFFIDAVIT

WARNING

ANY PERSON WHO MAKES ANY MATERIAL MISREPRESENTATION OF FACT FOR THE PURPOSE OF AVOIDING ALL OR ANY PART OF THE DOCUMENTARY TRANSFER TAX IS GUILTY OF A MISDEMEANOR UNDER SECTION 5 OF ORDINANCE 516 OF THE COUNTY OF RIVERSIDE AND IS SUBJECT TO PROSECUTION FOR SUCH OFFENSE.

ASSESSOR'S PARCEL NO. 163 -400 --012, 013 I declare that the documentary transfer tax for this  
Property Address: Vacant Land 014 transaction is: \$ 0.

If this transaction is exempt from Documentary Transfer Tax, the reason must be identified below.

I CLAIM THAT THIS TRANSACTION IS EXEMPT FROM DOCUMENTARY TRANSFER TAX BECAUSE: (The Sections listed below are taken from the Revenue and Taxation Code. Please check one or explain in "Other".)

1. \_\_\_ Section 11911. The document is a lease for a term of **less** than thirty-five (35) years (including options).
2. \_\_\_ Section 11911. The easement is **not** perpetual, permanent, or for life.
3. \_\_\_ Section 11921. The instrument was given to secure a debt.
4.  Section 11922. The conveyance is to a governmental entity or political subdivision.
5. \_\_\_ Section 11925. The transfer is between individuals and a legal entity, or between legal entities, and does not change the proportional interests held.
6. \_\_\_ Section 11926. The instrument is from a trustor to a beneficiary, in lieu of foreclosure, and no additional consideration was paid.
7. \_\_\_ Section 11926. The grantee is the foreclosing beneficiary and the consideration paid by the foreclosing beneficiary does not exceed the unpaid debt.
8. \_\_\_ Section 11927. The conveyance relates to a dissolution of marriage or legal separation.
9. \_\_\_ Section 11930. The conveyance is an *inter vivos* gift\* or a transfer by death.  
\*Please be aware that information stated on this document may be given to and used by governmental agencies, including the Internal Revenue Service. Also, certain gifts in excess of the annual Federal gift tax exemption may trigger a Federal Gift Tax. In such cases, the Transferor (donor/grantor) may be required to file Form 709 (Federal Gift Tax Return) with the Internal Revenue Service.
10. \_\_\_ Section 11930. The conveyance is to the grantor's revocable living trust.
11. \_\_\_ Other (Include explanation and authority) \_\_\_\_\_

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed this 4 day of February, 2014 at Newport Beach CA.  
City State

Michelle Belvedere  
Signature of Affiant

Michelle Belvedere  
Printed Name of Affiant

Commonwealth Land Title  
Name of Firm (if applicable)

4100 Newport Pl. #120 NB 92660  
Address of Affiant

(949) 724-3149  
Telephone Number of Affiant (including area code)

This form is subject to the California Public Records Act (Government Code 6250 et. seq.)

For Recorder's Use:

Affix PCOR Label Here



Recorded at request of and return to:  
Economic Development Agency  
Real Estate Division  
On behalf of the Transportation Department  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, California 92501

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

SV:jb/090616/296TR/18.394

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

PROJECT: CLAY STREET GRADE SEPARATION  
PARCELS: 0753-006E and 0753-006F

## QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, COUNTY OF RIVERSIDE, a political subdivision of the State of California, does hereby remise, release and forever quitclaim to EDDIE R. FISCHER, as Trustee of The Fischer Family Trust established January 24, 1975, as amended and restated January 14, 1988, as to an undivided 40% interest; RALPH R. NEILSON, Trustee of the Ralph R. Neilson Family Trust dated April 3, 2003, as to an undivided 10% interest; HENRY C. COX II, Trustee of the Henry C. Cox, II Survivors Trust dated February 16, 1989, as to an undivided 25% interest; and JOHN L. WEST and BEVERLY J. WEST, Trustees of the John L. West Trust dated March 16, 1978, as to an undivided 25% interest, all right, title and interest in and to the real property in the City of Jurupa Valley, County of Riverside, State of California, as conveyed in the Temporary Construction Easement Deed recorded on July 23, 2013, as Document No. 2013-0355511, records of said County, attached hereto and made a part hereof.

JUL 11 2017 3.27

PROJECT: CLAY STREET GRADE SEPARATION PROJECT  
PARCELS: 0753-006E and 0753-006F

Dated: JUL 11 2017

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

ATTEST:  
KECIA HARPER-IHEM, Clerk

By: [Signature]  
DEPUTY

By: [Signature]

John J. Bonait, Chairman  
Board of Supervisors JOHN TAVAGLIONE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, a  
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 \_\_\_\_\_

Place Notary Seal Above

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] 11/3/16  
R. TODD FRAHM DATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

}  
§

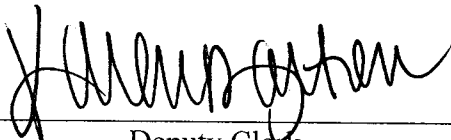
On July 11, 2017, before me, Karen Barton, Board Assistant, personally appeared John Tavaglione, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the 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)

Lawyers Title Company

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

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

SV:ra/041513/296TR/15.604

TRA: 028-072  
TTX: 20.00

12464865

(Space above this line for Recorder's use)

DOC # 2013-0355511

07/23/2013 05:00 PM Fees: \$0.00

Page 1 of 18

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: MGREGSTON

PROJECT: CLAY STREET GRADE SEPARATION  
PROJECT

PARCELS: 0753-006E and 0753-006F

APN: 163-400-023 (portion)

## TEMPORARY CONSTRUCTION EASEMENT DEED

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

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

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

Lawyers Title Company

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

FREE RECORDING

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

SV:ra/041513/296TR/15.604

(Space above this line for Recorder's use)

TAX: 028-072

TTX: 20.00

PROJECT: CLAY STREET GRADE SEPARATION  
PROJECT

PARCELS: 0753-006E and 0753-006F

APN: 163-400-023 (portion)

## TEMPORARY CONSTRUCTION EASEMENT DEED

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

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

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

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

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

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

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

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

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

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

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)



16. COUNTERPART: This Deed may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

Dated: APRIL 16, 2013

COUNTY:

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

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

GRANTOR:

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

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

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: Kecia Harper-Ihem  
Deputy

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

By: Ralph R. Nielson  
Ralph R. Nielson, Trustee  
Neilson

APPROVED AS TO FORM:  
Pamela J. Walls  
County Counsel

By: Patricia Munroe  
Patricia Munroe  
Deputy County Counsel

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

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

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

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

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

JUN 04 2013 3-20

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} §

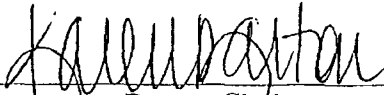
On June 4, 2013, before me, Karen Barton, Board Assistant, personally appeared John J. Benoit, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same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

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kecia Harper-Ihem  
Clerk of the Board of Supervisors

By:

  
Deputy Clerk

(SEAL)

STATE OF CALIFORNIA )  
 )  
COUNTY OF RIVERSIDE )ss  
 )

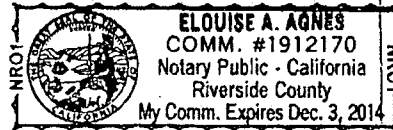
On 4-15-13, before me, ELUISE A. AGNES, a Notary Public in and for said County and State, personally appeared HELEN A. COOTE, JOHN L. WEST & BEVERLY J. WEST, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal:

Signature

Eluise A. Agnes



[SEAL]

STATE OF CALIFORNIA )  
 )  
COUNTY OF Orange )ss  
 )

On April 16, 2013, before me, Patricia Sue Hoag, a Notary Public in and for said County and State, personally appeared Eddie R. Fischer and Ralph R. Nelson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal:

Signature

Patricia Sue Hoag



[SEAL]

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

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

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

WITNESS my hand and official seal:

Signature \_\_\_\_\_ [SEAL]

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

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

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

WITNESS my hand and official seal:

Signature \_\_\_\_\_ [SEAL]

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

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

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

WITNESS my hand and official seal:

Signature \_\_\_\_\_ [SEAL]

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

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

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

WITNESS my hand and official seal:

Signature \_\_\_\_\_ [SEAL]

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

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

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

WITNESS my hand and official seal:

Signature \_\_\_\_\_ [SEAL]

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

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

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

WITNESS my hand and official seal:

Signature \_\_\_\_\_ [SEAL]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 4/10/2013





**EXHIBIT "B"**  
"AERIAL TCE"

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

P.O.C.  
C/L INTR.

R/W PER  
PM 133/98-99

N 89°23'50" W

LINARES AVENUE

C/L



S 00° 36' 10" W 446.07'  
CLAY STREET

EXISTING R/W

INST #436142 PCL 7  
NOV. 14, 1996  
APN 163-400-023

**PARCEL**  
**0753-006E**

14,525 SQ.FT.  
0.333 AC.

LINE DATA

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

PM 16858

PMB 133/98-99

R/W PER  
PM 133/98-99

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

C/L

44'

94'

58'

20'

13'

6'

25'

20'

⑥

③

④

⑤

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

⑦

②

①

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE N12°18'29" W, A DISTANCE 5.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 25.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID NORTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY;

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

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

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

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

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

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

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

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

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

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn

DATE: 4/10/2013



PM 16858 EXHIBIT "B" SEC. 25, T.2S., R.6W.  
 PMB 133/98-99 "TCE" JURUPA RANCHO

P.O.C.  
 C/L INTR.

R/W PER  
 PM 133/98-99

T.P.O.B.

LINE DATA

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

LINARES AVENUE

N 89°23'50" W

EXISTING R/W

EXISTING R/W

PCL 7

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

PARCEL  
 0753-006F

64,329 SQ.FT.  
 1.477 AC.

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

CLAY STREET  
 N 00°36'10" E

EXISTING RR R/W  
 UNION PACIFIC RAILROAD R/W

CITY  
 OF

JURUPA VALLEY

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

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



COUNTY OF RIVERSIDE TRANSPORTATION DEPT. SURVEY DIV.

PAR. NO.: 0753-006F

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


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

**CERTIFICATE OF ACCEPTANCE  
(Government Code Section 27281)**

THIS IS TO CERTIFY that the temporary interest in real property conveyed by the temporary construction easement deed dated April 16, 2013, from EDDIE R. FISCHER, as Trustee of The Fischer Family Trust established January 24, 1975, as amended and restated January 14, 1988, as to an undivided 40% interest; RALPH R. NIELSON, Trustee of the Ralph R. Nielson Family Trust dated April 3, 2003, as to an undivided 10% interest; HENRY C. COX, II, Trustee of the Henry C. Cox, II Survivors Trust dated February 16, 1989, as to an undivided 25% interest; and JOHN L. WEST AND BEVERLY J. WEST, Trustees of the John L. West Trust dated March 16, 1978, as to an undivided 25% interest, to the COUNTY OF RIVERSIDE, is hereby accepted by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

Dated: 7/1/13

COUNTY OF RIVERSIDE  
Juan C. Perez, Director of Transportation

By: , Deputy



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

Website: www.riversideacr.com

DOCUMENTARY TRANSFER TAX AFFIDAVIT

WARNING

ANY PERSON WHO MAKES ANY MATERIAL MISREPRESENTATION OF FACT FOR THE PURPOSE OF AVOIDING ALL OR ANY PART OF THE DOCUMENTARY TRANSFER TAX IS GUILTY OF A MISDEMEANOR UNDER SECTION 5 OF ORDINANCE 516 OF THE COUNTY OF RIVERSIDE AND IS SUBJECT TO PROSECUTION FOR SUCH OFFENSE.

ASSESSOR'S PARCEL NO. 163 -- 400 -- 023 I declare that the documentary transfer tax for this
Property Address: Vacant Land transaction is: \$ 0.00

If this transaction is exempt from Documentary Transfer Tax, the reason must be identified below.

I CLAIM THAT THIS TRANSACTION IS EXEMPT FROM DOCUMENTARY TRANSFER TAX BECAUSE: (The
Sections listed below are taken from the Revenue and Taxation Code. Please check one or explain in "Other".)

- 1. \_\_\_ Section 11911. The document is a lease for a term of less than thirty-five (35) years (including options).
2. \_\_\_ Section 11911. The easement is not perpetual, permanent, or for life.
3. \_\_\_ Section 11921. The instrument was given to secure a debt.
4. [x] Section 11922. The conveyance is to a governmental entity or political subdivision.
5. \_\_\_ Section 11925. The transfer is between individuals and a legal entity, or between legal entities,
and does not change the proportional interests held.
6. \_\_\_ Section 11926. The instrument is from a trustor to a beneficiary, in lieu of foreclosure, and no
additional consideration was paid.
7. \_\_\_ Section 11926. The grantee is the foreclosing beneficiary and the consideration paid by the
foreclosing beneficiary does not exceed the unpaid debt.
8. \_\_\_ Section 11927. The conveyance relates to a dissolution of marriage or legal separation.
9. \_\_\_ Section 11930. The conveyance is an inter vivos gift\* or a transfer by death.
\*Please be aware that information stated on this document may be given to and used by governmental
agencies, including the Internal Revenue Service. Also, certain gifts in excess of the annual Federal gift
tax exemption may trigger a Federal Gift Tax. In such cases, the Transferor (donor/grantor) may be
required to file Form 709 (Federal Gift Tax Return) with the Internal Revenue Service.
10. \_\_\_ Section 11930. The conveyance is to the grantor's revocable living trust.
11. \_\_\_ Other (Include explanation and authority)

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed this 22 day of July, 2013 at Newport Beach CA
City State

Mary M. Bates
Signature of Affiant

Mary M. Bates
Printed Name of Affiant

Commonwealth Title
Name of Firm (if applicable)

4100 Newport Place Dr Newport Beach, CA 92660
Address of Affiant

(949) 724-3155
Telephone Number of Affiant (including area code)

This form is subject to the California Public Records Act (Government Code 6250 et. seq.)

For Recorder's Use:

Affix PCOR Label Here

Recorded at request of and return to:  
Economic Development Agency  
Real Estate Division  
On behalf of the Transportation Department  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, California 92501

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

SV:jb/090616/296TR/18.395

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

PROJECT: CLAY STREET GRADE SEPARATION  
PARCELS: 0753-007C and 0753-007D

## QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, COUNTY OF RIVERSIDE, a political subdivision of the State of California, does hereby remise, release and forever quitclaim to PAUL NIKOLAU AND JOYCE NIKOLAU, as Trustees of the Nikolau Living Trust, dated September 13, 2005, all right, title and interest in and to the real property in the City of Jurupa Valley, County of Riverside, State of California, as conveyed in the Temporary Construction Easement Deed recorded on October 2, 2013, as Document No. 2013-0476251, records of said County, attached hereto and made a part hereof.

JUL 11 2017 3.27



PROJECT: CLAY STREET GRADE SEPARATION PROJECT  
PARCELS: 0753-007C and 0753-007D

Dated: JUL 11 2017

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

ATTEST:  
KECIA HARRER-JHEM, Clerk  
By [Signature]  
DEPUTY

By: [Signature]  
John J. Bennett, Chairman  
Board of Supervisors JOHN TAVAGLIONE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

On \_\_\_\_\_, before me, \_\_\_\_\_, a  
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 \_\_\_\_\_

Place Notary Seal Above

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] 11/3/16  
R. TODD FRAHM DATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

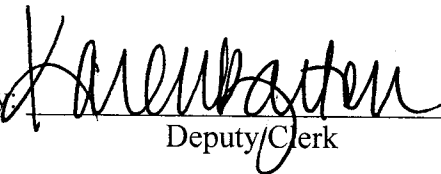
} §

On July 11, 2017, before me, Karen Barton, Board Assistant, personally appeared John Tavaglione, 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)

**Commonwealth Land Title Company**

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

Doc # 2013-0476251  
10/02/2013 03:02 PM Fees: \$0.00  
Page 1 of 15  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: MGREGSTON

5

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)

12464975

DTT: Ø

PROJECT: CLAY STREET GRADE SEPARATION  
PROJECT

PARCELS: 0753-007C and 0753-007D

APN: 163-400-025 (Portion)

TRA 028-072

# 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.

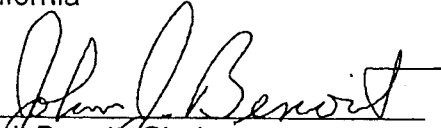
Dated: May 13, 2013

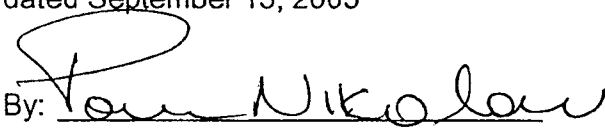
COUNTY:

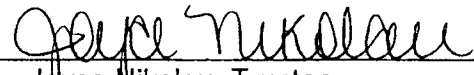
COUNTY OF RIVERSIDE,  
a political subdivision of the  
State of California

GRANTOR:

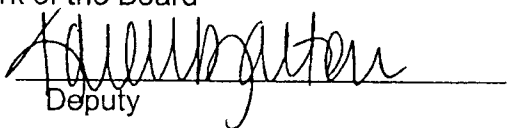
PAUL NIKOLAU AND JOYCE NIKOLAU,  
as Trustees of the Nikolau Living Trust,  
dated September 13, 2005

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)

THIS ACKNOWLEDGEMENT IS SUBMITTED PURSUANT TO GOVERNMENT CODE § 25103

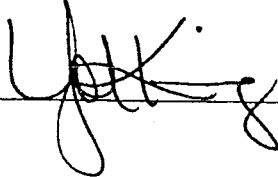


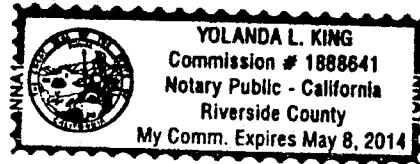
STATE OF CALIFORNIA )  
 )  
COUNTY OF Riverside )ss  
 )

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 



[SEAL]

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

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

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

WITNESS my hand and official seal:

Signature \_\_\_\_\_

[SEAL]

**ATTACHMENT "1"**  
**Temporary Construction Easement 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"

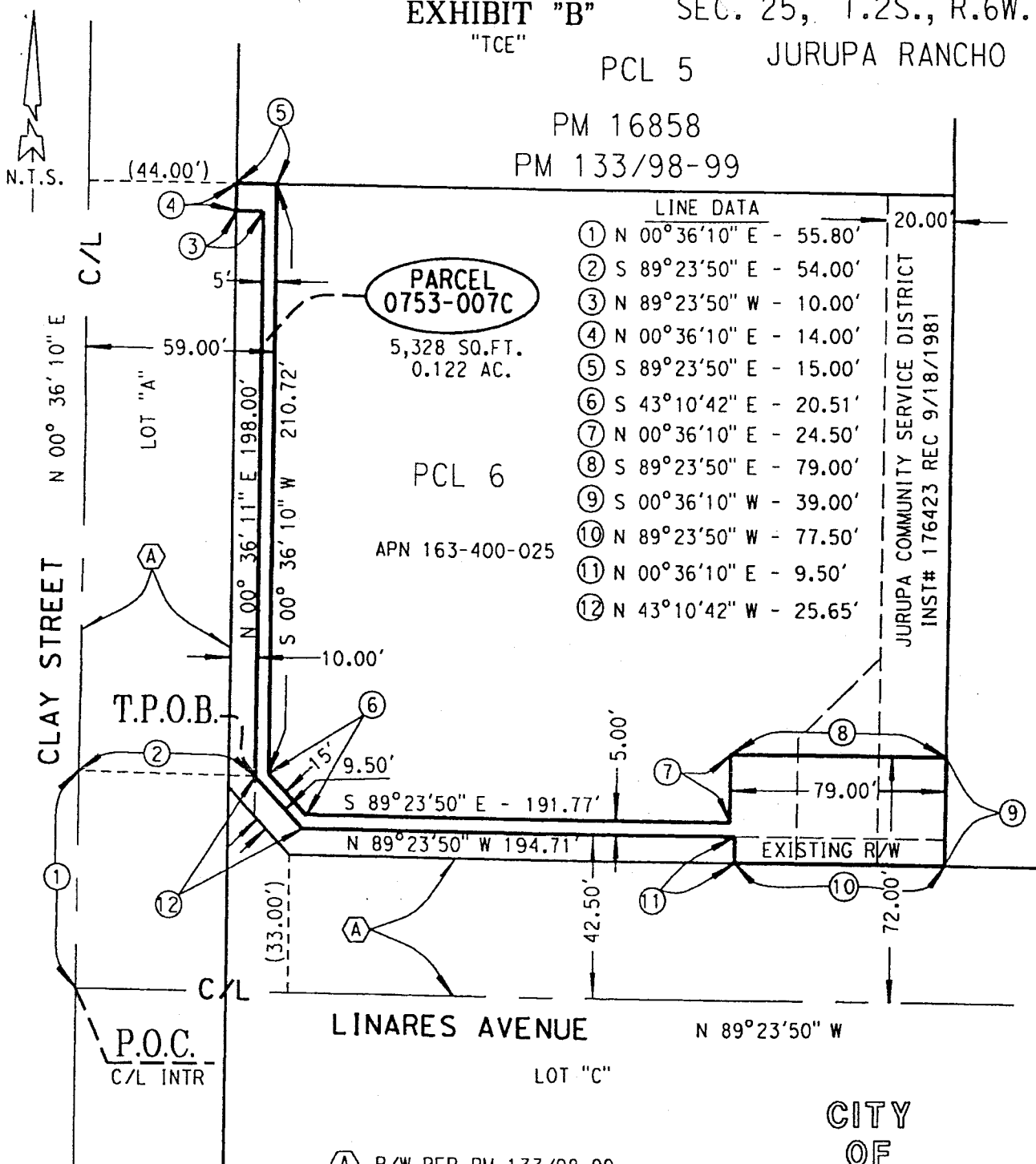
SEC. 25, T.2S., R.6W.

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

LOT "C"

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.: 87-0753

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 1.000015560 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"

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

"AERIAL TEMPORARY CONSTRUCTION EASEMENT"

JURUPA RANCHO



CLAY STREET N 00° 36' 10" E

C/L LOT "A"

(44.00')

89.00'

PCL 5

PM 16858

PM 133/98-99

PCL 6

APN 163-400-025

PARCEL 0753-007D

7,130 SQ.FT.  
0.164 AC.

LINE DATA

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

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

T.P.O.B.

P.O.C.

C/L INTR

LINARES AVENUE

N 89° 23' 50" W

LOT "C"

CITY OF JURUPA VALLEY

Ⓐ R/W PER PM 133/98-99

( ) INDICATES DATA PER PM 133/98-99

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

COUNTY OF RIVERSIDE TRANSPORTATION DEPT, SURVEY DIV.

PAR. NO.: 0753-007D

PROJECT: CLAY STREET (GRADE SEPARATION)

PREPARED BY: JCM

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

SCALE: N.T.S.

DATE: APRIL, 2013

W.O. NO.: B7-0753

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

SHEET 1 OF 1

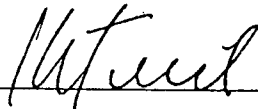


**CERTIFICATE OF ACCEPTANCE  
(Government Code Section 27281)**

THIS IS TO CERTIFY that the temporary interest in real property conveyed by the temporary construction easement deed dated May 13, 2013, from PAUL NIKOLAU and JOYCE NIKOLAU, as Trustees of the Nikolau Living Trust, dated September 13, 2005, to the COUNTY OF RIVERSIDE, is hereby accepted by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

Dated: 8/7/13

COUNTY OF RIVERSIDE  
Juan C. Perez, Director of Transportation

By: , Deputy



ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Yolanda L. King

Date Commission Expires May 8 2014

Notary Identification Number 1888041

(For Notaries commissioned after 1-1-1992)

County where bond is filed Riverside

Manufacturer/Vendor Identification Number NNA1

(For Notaries commissioned after 1-1-1992)

Place of Execution of this Declaration BREa

Date October 02 2013

Chelsea [Signature]
DPS - Agent

Recorded at request of and return to:  
Economic Development Agency  
Real Estate Division  
On behalf of the Transportation Department  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, California 92501

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

SV:jb/090616/296TR/18.396

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

PROJECT: CLAY STREET GRADE SEPARATION  
PARCELS: 0753-008A and 0753-008D

## QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, COUNTY OF RIVERSIDE, a political subdivision of the State of California, does hereby remise, release and forever quitclaim to DE ANZA COUNTRY DE ANZA BUSINESS PARK, a California General Partnership, all right, title and interest in and to the real property in the City of Jurupa Valley, County of Riverside, State of California, as conveyed in the Temporary Construction Easement Deed recorded on July 17, 2013, as Document No. 2013-0344868, records of said County, attached hereto and made a part hereof.

JUL 11 2017 3.27

PROJECT: CLAY STREET GRADE SEPARATION PROJECT  
PARCELS: 0753-008A and 0753-008D

Dated: JUL 11 2017

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

ATTEST:  
KECIA HARPER JHEM, Clerk

By: [Signature]  
DEPUTY

By: [Signature]  
John J. Benoit, Chairman  
Board of Supervisors

JOHN TAVAGLIONE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

On \_\_\_\_\_, before me, \_\_\_\_\_, a  
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 \_\_\_\_\_

Place Notary Seal Above

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] 11/3/16  
R. TODD FRAHM DATE



Lawyers Title Company

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

FREE RECORDING

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

124105001-10

SV:mr/031413/296TR/15.598

TBA: 028-072

(Space above this line for Recorder's use)

DOC # 2013-0344868

07/17/2013 01:28 PM Fees: \$0.00

Page 1 of 13

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: MGREGSTON

TTX: \$0.00

PROJECT: CLAY STREET GRADE SEPARATION  
PROJECT

PARCELS: 0753-008A and 0753-008D

APN: 163-400-026 (portion)

## TEMPORARY CONSTRUCTION EASEMENT DEED

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

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

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

JUN 04 2013

3-20

Lawyers Title Company

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

FREE RECORDING

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

SV:mr/031413/296TR/15.598

124165001-10  
TRA: 028-072

(Space above this line for Recorder's use)

TTX: \$0.00

PROJECT: CLAY STREET GRADE SEPARATION  
PROJECT  
PARCELS: 0753-008A and 0753-008D  
APN: 163-400-026 (portion)

## TEMPORARY CONSTRUCTION EASEMENT DEED

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

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

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

JUN 04 2013

3-20

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

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

- c. County will authorize the Escrow Holder to close Escrow and release the Deposit, in accordance with the provisions herein, to Grantor conditioned only upon the satisfaction by County:
  - i. The deposit of the Temporary Construction Easement Deed executed, acknowledged and delivered to Yolanda King, Real Property Agent for the County or to Escrow Holder, temporarily granting the portion of the property for recordation in the Official Records of the County Recorder of said Riverside County ("Official Records") upon Close of Escrow:
4. GRANTOR RESPONSIBILITIES: Execute and acknowledge the Deed in favor of the County of Riverside dated 6-4-13 identified as Parcel Numbers 0753-008A and 0753-008D and deliver Deed to Yolanda King, Real Property Agent for the County or to the Escrow Holder.
5. NOTICE TO GRANTOR: County shall provide a thirty (30) day written notice to Grantor prior to using the rights herein granted. The rights herein granted may be exercised for twenty-four (24) months from the thirty (30) day written notice, or until completion of said Project, whichever occurs later. At the expiration of the Temporary Construction Easement term, County shall quitclaim its interest in such property to Grantor or Grantor's successor.
6. EQUIPMENT: It is understood that the County may enter upon the TCE Area where appropriate or designated for the purpose of getting equipment to and from the TCE Area. County agrees not to damage the TCE Area in the process of performing such activities.
7. DEBRIS REMOVED: At the termination of the period of use of TCE Area by County, but before its relinquishment to Grantor, debris generated by County's use will be removed and the surface will be graded and left in a neat condition.
8. HOLD HARMLESS: Grantor shall be held harmless from all claims of third persons arising from the County's use of the TCE Area permitted under this Deed; however, this hold harmless agreement does not extend to any liability arising from or as a consequence of the presence of hazardous waste on the property.
9. OWNERSHIP: Grantor hereby warrants that they are the owners of the property and that they have the right to grant County permission to enter upon and use the property.
10. ENTIRE DEED: This Deed is the result of negotiations between the parties hereto. This Deed is intended by the parties as a final expression of their understanding with respect to the matters herein and is a complete and exclusive statement of the terms and conditions hereof. This Deed supersedes any and all other prior agreements or understandings, oral or written, in connection therewith. No



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

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

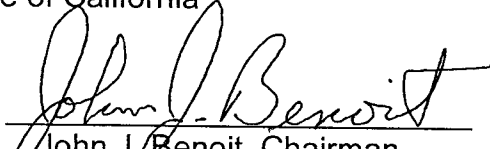
15. COUNTERPART: This Deed may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

Dated: JUN 04 2013

COUNTY:

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

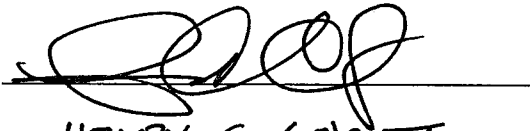
By:

  
John J. Benoit, Chairman  
Board of Supervisors

GRANTOR:

DE ANZA COUNTRY DE ANZA  
BUSINESS PARK

By:



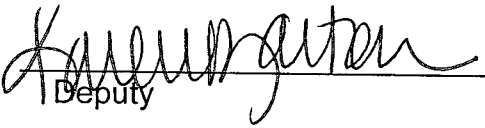
Name: HENRY C. COX, II

Its: GENERAL PARTNER

ATTEST:

Kecia Harper-Ihem  
Clerk of the Board


By:

  
Deputy

APPROVED AS TO FORM:

Pamela J. Walls  
County Counsel

By:

  
Patricia Munroe  
Deputy County Counsel

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} §

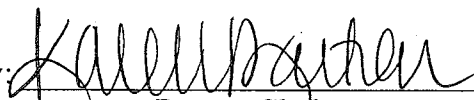
On June 4, 2013, before me, Karen Barton, Board Assistant, personally appeared John J. Benoit, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same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

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kecia Harper-Ihem  
Clerk of the Board of Supervisors

By:

  
Deputy Clerk

(SEAL)