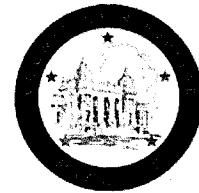


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.20
(ID # 9798)

MEETING DATE:

Tuesday, August 6, 2019

FROM: ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION AND LAND MANAGEMENT AGENCY (TLMA) TRANSPORTATION DEPARTMENT:
Approval of Settlement Agreement with Casey Lee Strickland for relocation assistance regarding a portion of Assessor's Parcel Number 167-160-007, Jurupa Road Grade Separation Project, Jurupa Valley, CEQA Exempt; District 2; [\$72,381 - Total Cost]; State Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required pursuant to the California Environmental Quality Act (CEQA) because the project was previously approved and found to be exempt pursuant to State CEQA Guidelines Section 15282(g);
2. Approve the attached Settlement Agreement between the County of Riverside and Casey Lee Strickland, a sole proprietor, doing business as The Country Mutt Dog and Cat Grooming (Groomer) and authorize the Chairman of the Board to execute said agreement on behalf of the County;
3. Authorize the Assistant County Executive Officer/ECD, or designee, to execute any other documents and administer all actions necessary to complete this transaction;

ACTION:Policy

Robert Field, Assistant County Executive Officer/ECD

7/25/2019

Patricia Romo, Director of Transportation

7/29/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Perez
Nays: None
Absent: Hewitt
Date: August 6, 2019
xc: EDA,

Kecia R. Harper
Clerk of the Board

By:
Deputy

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

4. Authorize and allocate the amount of \$47,181 as a full settlement for relocation assistance under the Settlement Agreement for the business operated by the Groomer located within a portion of Assessor's Parcel Number 167-160-007; and
5. Ratify and authorize reimbursement to Economic Development Agency (EDA) Real Estate (RE) in the amount not-to-exceed \$25,200 for appraisal, relocation consultant and staff expenses.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$72,381	\$ 0	\$72,381	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: State -Senate Bill 132 funds- 100%			Budget Adjustment: No	
			For Fiscal Year: 2019/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Transportation Department in cooperation with the City of Jurupa Valley, desire to construct a new grade separation to replace the existing Union Pacific Railroad (UPRR) at-grade crossing located on Jurupa Road in the City of Jurupa Valley, east of Van Buren Boulevard (Project). Jurupa Road is a four-lane arterial highway that provides access to commercial, industrial and residential land uses in the City of Jurupa Valley.

The Project will grade separate Jurupa Road and the UPRR mainline tracks with an elevated structure where it crosses the tracks. This improvement will improve vehicular traffic circulation and safety and will provide uninterrupted and efficient access for motorists, residents, businesses, pedestrians and emergency vehicles in the area. Additionally, the project will enhance the operational characteristics (i.e. speed, efficiency, and reliability) of freight and passenger trains by eliminating conflicts between railroad operations and vehicular traffic.

On October 24, 2017 (Minute Order 3.14), the Board of Supervisors approved an agreement between the County, the City and RCTC that designated the County as the lead agency to implement the Jurupa Road Grade Separation Project.

On October 16, 2018 (Minute Order 3.23), the Board of Supervisors adopted Resolution 2018-183 Agreeing to Hear Future Resolutions of Necessity for the Jurupa Road Grade Separation Project and found the Project statutorily exempt under the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15282(g). Therefore, CEQA compliance has been completed, the 35 day statute of limitations for a statutory exemption has expired, and no further action is required under CEQA.

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

Richard and Karen Miller (Millers) currently own property identified as Assessor's Parcel Number 167-160-007 (Property) located near the at-grade crossing of Jurupa Road and Van Buren Boulevard in the City of Jurupa Valley. The Millers currently have existing improvements on the Property with lessee's occupying the space.

Casey Lee Strickland (Groomer), doing business as, The Country Mutt Dog and Cat Grooming, entered into a lease with the Millers dated November 23, 2017 for the purpose of operating pet grooming business on a portion of the Property. The County is in the process of acquiring a portion of the Property to construct the Project. Due to the proposed Project, the Groomer vacated the premises on March 20, 2019 and will terminate its lease with the Millers.

The displacement triggers relocation assistance obligations under federal law (49 CFR § 24.301 et seq.), State Relocation Law (California Government Code § 7260 et seq.), and the State Relocation Guidelines (California Code of Regulations, Title 25, § 6000 et seq.). The Economic Development Agency (EDA) Real Estate Division contracted with Overland, Pacific & Cutler, Inc. (OPC) who provided the Groomer with the required General Information Notice and Notice of Eligibility. Under the Settlement Agreement, the County will pay Groomer the amount of \$37,941, which represents a fixed payment in lieu of actual moving and related expenses that Groomer was eligible for under 49 CFR § 24.305. In addition, the estimated value of the fixture and equipment removed by the Groomer was estimated at \$9,240. This brings the total settlement amount for relocation assistance to \$47,181. In exchange for the County's payment of the settlement amount, Groomer will execute a Quitclaim Deed (Parcel 0060-004A) in favor of the County of Riverside to release all right, title and interest they may have in the Property and will sign a lease termination agreement to memorialize the termination of its lease with the Millers.

There are costs of \$21,200 associated with this transaction which include relocation consultant costs, fixture and equipment appraisal and EDA Real Estate staff time. However, a contingency amount of \$4,000 is requested for OPC in the event of any unforeseen delays in completing the relocation efforts of the Groomer.

The Settlement Agreement has been reviewed and approved by County Counsel as to legal form.

Impact on Residents and Businesses

The Project will improve vehicular traffic circulation and safety and will provide uninterrupted and efficient access for motorists, residents, businesses, pedestrians and emergency vehicles in the area. Additionally, the Project will enhance the operational characteristics (i.e. speed, efficiency, and reliability) of freight and passenger trains through Riverside County by eliminating conflicts between railroad operations and vehicular traffic.

Additional Fiscal Information:

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

The following summarizes the not-to-exceed funding necessary for the relocation assistance to be provided to the displaced tenant due to the Project.

Fixed Payment in Lieu of Actual Moving and Related Expenses	\$37,941
Fixture and Equipment	<u>\$9,240</u>
Total to Groomer	\$47,181
Fixture and Equipment Appraisal Cost	\$5,200
Relocation Consultant (OPC) Costs	\$6,000
Contingency (OPC costs)	\$4,000
EDA Real Property Staff Time	\$10,000
Total Costs – (Not to Exceed)	\$72,381

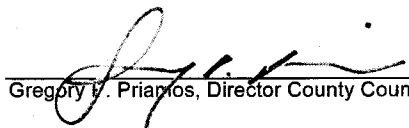
All costs associated with this tenant relocation are fully funded by the approved Senate Bill 132 in the Transportation Department's budget for FY 2019-2020. No net County costs will be incurred as a result of this transaction.

ATTACHMENTS:

- Project Location Map
- Subject Property Map
- Settlement Agreement

RF:HM:VY:SG:SV:MT


Rahini Dasika, Principal Management Analyst 7/31/2019


Gregory L. Priamos, Director County Counsel 7/31/2019

PROJECT: JURUPA ROAD GRADE
SEPARATION PROJECT

PARCEL: 0060-004A

APN: 167-160-007 (portion)

SETTLEMENT AGREEMENT

This Settlement Agreement, ("Agreement"), is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), and CASEY LEE STRICKLAND ("Groomer"), a sole proprietor, doing business as THE COUNTRY MUTT DOG AND CAT GROOMING. County and Groomer are sometimes collectively referred to as "Parties".

RECITALS

WHEREAS, Groomer occupied the property located at 9295 Jurupa Road in the City of Jurupa Valley, County of Riverside, State of California ("Premises") on land owned by Richard Miller and Karen Miller, Trustees for The Miller Family Trust dated May 7, 1980 (collectively, the "Millers"), identified by Assessor's Parcel Number 167-160-007 ("Property"), as depicted on the Plat Map identified as Attachment "1," attached hereto and made a part hereof, for the purpose of providing pet grooming services for the general public under the business name of "The Country Mutt Dog and Cat Grooming"; and

WHEREAS, the Groomer and Richard Miller entered into that certain Real Estate Lease dated November 23, 2017 ("Lease") whereby Groomer leased the Premises from the Millers for said purpose; and

WHEREAS, the Premises is shown on the image in Attachment "2", attached hereto and made a part hereof; and

WHEREAS, County is currently working on a grade separation project located at the at-grade crossing of Jurupa Road and Van Buren Boulevard, separating Jurupa

AUG 06 2019 3.20

1 Road and the Union Pacific Railroad mainline tracks with an underpass where it crosses
2 the tracks ("Project"); and

3 WHEREAS, the County's construction of the Project would impact the
4 improvements located on the Property, and County will offer to acquire a portion of the
5 Property, including the Premises, from the Millers for the Project; and

6 WHEREAS, on March 20, 2019, the Groomer has abandoned the Premises and
7 no longer occupies its business located at the Premises; and

8 WHEREAS, Groomer is entitled to relocation benefits as the Groomer was
9 operating her business on the Premises when the Notice of Decision to Appraise (NOD)
10 was issued; and

11 WHEREAS, Groomer owned certain fixtures and equipment located on the
12 Premises and removed those items as described in Attachment "3", attached hereto and
13 made a part hereof; and

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

17 WHEREAS, Groomer agrees to accept County's payment for the loss of goodwill
18 and fixtures and equipment and for payment in lieu of actual moving and related
19 expenses, as set forth below, and to release and remit any interest it may have in the
20 Property.

21 NOW, THEREFORE, in consideration of the payment and other obligations set
22 forth below, County and Groomer mutually agree as follows:

23 24 **ARTICLE 1. AGREEMENT**

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

27 2. Consideration.
28

1 A. For good and valuable consideration, County shall pay Groomer in
2 the amount of Forty-Seven Thousand One Hundred Eighty-One Dollars (\$47,181)
3 ("Deposit") for the loss of goodwill and fixtures and equipment and for payment in lieu of
4 actual moving and related expenses, as set forth below. Groomer shall release and
5 remit any interest in may have in the Property, under the terms and conditions set forth
6 in this Agreement.

7 B. Loss of Goodwill: It is understood and agreed between the Parties
8 hereto that included in the payment under Paragraph 2(A) above, is the amount of zero
9 dollars (\$0) to compensate Groomer for any and all loss of goodwill. Groomer agrees
10 and acknowledges that the statute which authorizes this payment also provides that
11 compensation for such loss will not be duplicated in the compensation (if any) otherwise
12 awarded to the Groomer.

13 C. Fixtures and Equipment: The Parties acknowledge that the
14 payment by the County to the Groomer includes compensation in the amount of Nine
15 Thousand Two Hundred Forty Dollars (\$9,240) for Items 1 through 23 on Attachment "3"
16 that were removed by the Groomer upon Groomer's abandonment of the Premises.

17 D. Payment in Lieu of Actual Moving and Related Expenses: The
18 Parties acknowledge the Groomer is eligible for a Fixed Payment in Lieu of Actual
19 Moving and Related Expenses per 49 CFR 24.305 in the amount of Thirty-Seven
20 Thousand Nine Hundred Forty-One Dollars (\$37,941) as shown on Attachment "4",
21 attached hereto and made a part hereof ("In Lieu Payment").

22 3. County Responsibilities.

23 A. Upon the mutual execution of this Agreement, County will open
24 escrow ("Escrow") with Lawyers Title Company ("Escrow Holder"). Promptly on the
25 Escrow Holder's request, the Parties shall execute such additional Escrow instructions
26 as are reasonably required to consummate the transaction contemplated by this
27 Agreement and are not inconsistent with this Agreement. In the event of any conflict
28 between the terms of this Agreement and any additional Escrow instructions, the terms

1 of this Agreement shall control. The Escrow Holder will hold all funds deposited by the
2 County in an escrow account ("Escrow Account") that is interest bearing and at a bank
3 approved by County with interest accruing for the benefit of County. The Escrow Account
4 shall remain open until all charges due and payable have been paid and settled; any
5 remaining funds shall be refunded to the County.

6 B. Upon the opening of Escrow, the County shall deposit into Escrow
7 the Deposit in the amount of Forty-Seven Thousand One Hundred Eighty-One Dollars
8 (\$47,181).

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

12 D. County will authorize the Escrow Holder to close Escrow and
13 release the Deposit, in accordance with the provisions herein, to Groomer, conditioned
14 only upon the satisfaction by County.

15 E. Upon Close of Escrow, County shall authorize Escrow Holder to
16 distribute the Deposit to Groomer in four individual payments as follows:

17 i. The amount of Nine Thousand Five Hundred Dollars
18 (\$9,500) which represents a portion of the In Lieu Payment shown in Attachment "4".

19 ii. The amount of Nine Thousand Five Hundred Dollars
20 (\$9,500) which represents a portion of the In Lieu Payment shown in Attachment "4".

21 iii. The amount of Eighteen Thousand Nine Hundred Forty One-
22 Dollars (\$18,941) which represents the remaining portion of the In Lieu Payment shown
23 in Attachment "4".

24 iv. The amount of Nine Thousand Two Hundred Forty Dollars
25 (\$9,240) which represents compensation for the fixtures and equipment listed in
26 Attachment "3".

27 F. Upon Close of Escrow, County shall authorize Escrow Holder to:
28

1 i. Cause the executed and acknowledged Quitclaim Deed to be
2 recorded in the Official Records of the County Recorder of Riverside County and obtain
3 conformed copies thereof for distribution to County and Groomer;

4 ii. Deliver to County the fully executed Lease Termination
5 Agreement and any other documents (or copies thereof) deposited into Escrow by
6 Groomer; and

7 iii. Deliver to Groomer any other documents (or copies thereof)
8 deposited into Escrow by County.

9 5. Groomer's Responsibilities.

10 A. Upon the opening of Escrow, Groomer shall deliver, or cause to be
11 delivered, to Escrow Holder (i) a Quitclaim Deed, in the form attached hereto as
12 Attachment "5", duly executed and acknowledged by the Groomer and in recordable
13 form, remising, releasing, and forever quitclaiming to the County of Riverside, all right,
14 title, and interest of Groomer in the Property ("Quitclaim Deed"), and (ii) a Lease
15 Termination Agreement, in the form attached hereto as Attachment "6", duly executed
16 and acknowledged by the parties thereto ("Lease Termination Agreement").

17 B. Effective upon the execution of this Agreement, the hereinafter
18 described release of claims provision shall automatically go into force and effect without
19 the need for any further action by the Parties. Groomer releases the County and its
20 departments, officers, directors, officials, employees, agents, successors, assigns, and
21 independent contractors (collectively, the "Releasees") from any and all claims that
22 Groomer may have, or ever may have, against the Releasees that directly or indirectly
23 relate to or arise from one or more of the following: A) the County's above-described
24 Jurupa Road Grade Separation Project, B) the Premises, C) the Property, D) the
25 County's acquisition of the Property from the Millers, E) Groomer's business or personal
26 property on the Premises, or F) any local, state, or federal laws, including but not limited
27 to the eminent domain laws. Groomer shall indemnify, defend and hold harmless the
28 County and its departments, officers, directors, officials, employees, agents, successors,

1 assigns, and independent contractors from any claims, causes of action, liabilities,
2 damages, attorney's fees, and costs that directly or indirectly relate to or arise from any
3 misrepresentation or breach of warranty or covenant by Groomer in this Agreement or
4 the use of the Property by Groomer or its subtenants, guests, invitees, employees,
5 agents, or representatives.

6 C. Groomer hereby agrees and acknowledges that all consideration
7 tendered or granted by County to Groomer is accepted as full consideration for the loss
8 of goodwill and fixtures and equipment and for payment in lieu of actual moving and
9 related expenses, and Groomer shall not seek additional compensation for the removal
10 of any of Groomer's property from the Property for any reason whatsoever.

11 D. Groomer represents and warrants that it has the legal power, right
12 and authority to enter into this Agreement and the instruments referenced herein, to
13 perform its obligations under and to consummate the transaction contemplated by this
14 Agreement.

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

18 **Article II. MISCELLANEOUS**

19 1. This Agreement embodies all of the considerations agreed upon between
20 the County and Groomer. This Agreement was obtained without coercion, promises
21 other than those provided herein, or threats of any kind whatsoever by or to either party.

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

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

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

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

8 5. Groomer and its assigns and successors in interest shall be bound by all
9 the terms and conditions contained in this Agreement, and the obligations imposed upon
10 each shall be joint and several.

11
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6. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year last below written.

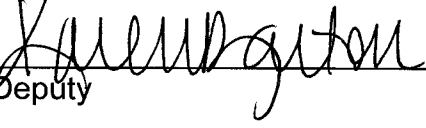
Dated: AUG 06 2019

COUNTY:

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

By: 
Kevin Jeffries
Chairman
Board of Supervisors

Kecia R. Harper
Clerk of the Board


By: 
Deputy

GROOMER:

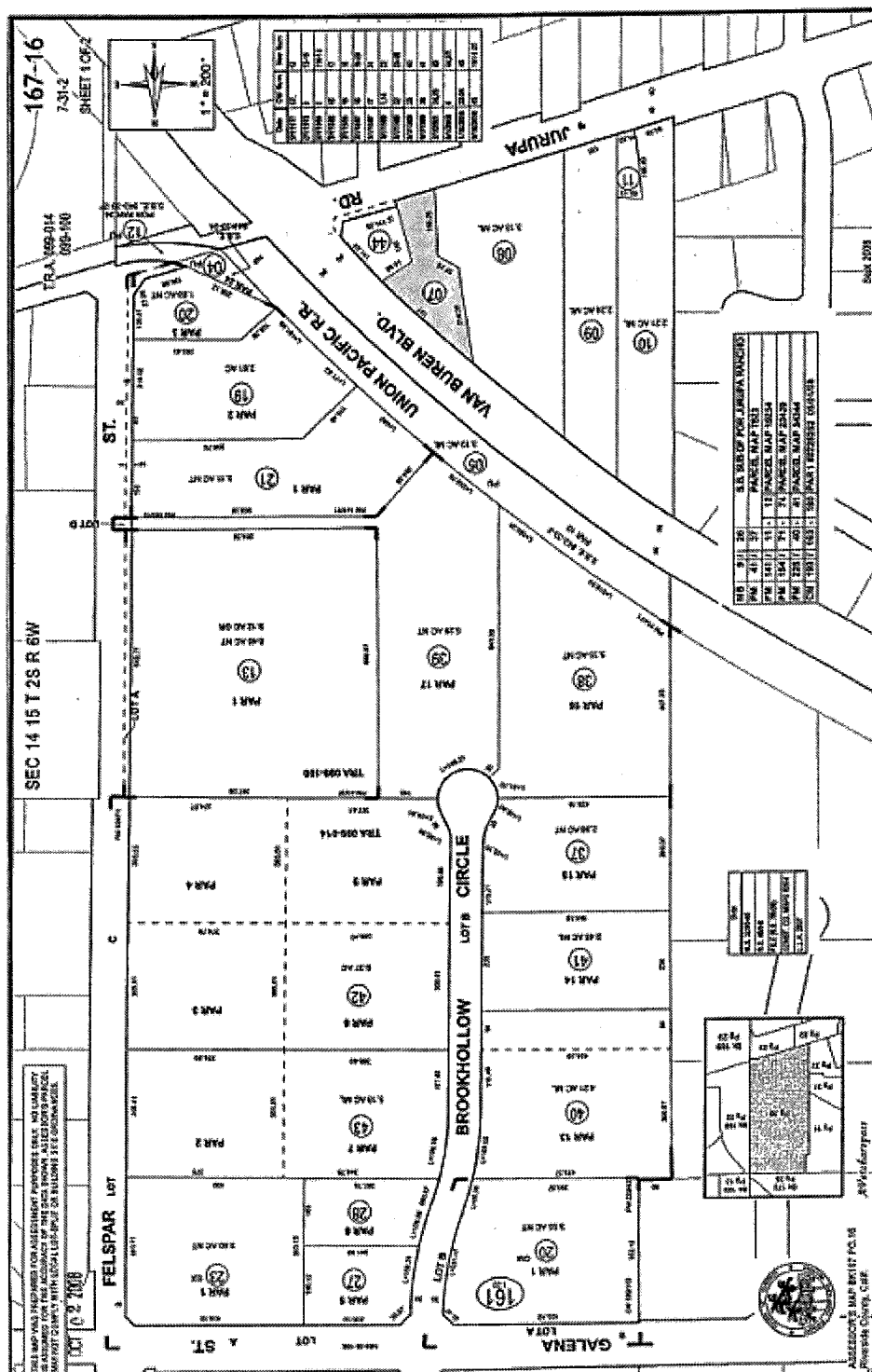
CASEY LEE STRICKLAND

By: 
Casey Lee Strickland

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By: 
Thomas Oh
Deputy County Counsel

Assessor's Plat Map



ATTACHMENT "2"

Portion of Property Occupied by The Country Mutt Dog & Cat Grooming



ATTACHMENT "3"

Inventory of Fixtures and Equipment

Item	Quantity	Description	Liquidated Value
(Attached)			
1	1	Sign 27' x 1 1/2' ptd on bldg., "Dog and Cat Grooming"	\$0
2	1	Sign Wd Letters, 1 1/2' h "Dog Cat Grooming"	\$0
3	1	Counter 11' long wd const, formica top	\$0
4	2	Partitions 3' x 6 1/2' wd plastic w/wall covering 5 1/2' x 8' plastic	\$0
5	1	Wall covering 4' x 8' plastic	\$0
6	1	Security camera	\$80
7	---	Plumbing water heater, elect 20 gal, sink rough ins (2), pipe copper 1/2" - 30'	\$0
8	---	Wiring breaker panel 100 amp, 6 pl w/breakers 4-20 amp, 3-30 amp, receptacles (19), conduit 1/2"-225'	\$0
9	1	Fence partitions 16' x 6' wd const w/gate	\$0
10	1	Counter 3' wide wd, 2 dr	\$0
11	1	Cabinet 27" x 12" x 42"	\$0
(Moveable)			
12	1	Couch 5' long cloth uphl (as is)	\$60
13	1	Dresser 4' high wd, 6 drw (as is)	\$90
14	1	Grooming Sink 6' x 2' SS const	\$900
15	1	Grooming Sink 3' x 2' SS const	\$525
16	1	Dog kennel 6' x 2 1/2' x 3' mtl/plastic 3 cage	\$650
17	1	Washing machines Speed Queen mdl SC60BCFXU60001 60lb cap coin op	\$2,900
18	1	Refrigerator mfg --- 4 cf (as is)	\$45
19	2	Pet grooming table 3' x 2' hydraulic	\$200
20	1	Steno chair	\$90
21	2	Pet grooming table 3 1/2' x 2' Z-lift hydraulic	\$230
22	3	Dog kennels 4' x 2 1/2' x 6' mtl/plastic 2 over 1	\$1,950
23	1	Lot miscellaneous equipment comprising: 3 chairs, plastic 9 shelf units 1 cabinet 1 television 1 plant	\$1,600

Item	Quantity	Description	Liquidated Value
		1 folding table	
		3 fans	
		3 chairs	
		1 cart	
		1 microwave	
		1 trash can	
		2 blow dryers	
		6 drawer units etc	
TOTAL FIXTURES AND EQUIPMENT			\$9,240

ATTACHMENT "4"

Claim for Fixed Payment In Lieu of Actual Moving and Related Expenses

[attached to following page]



Claim for Fixed Payment in Lieu of Actual Moving and Related Expenses

INSTRUCTIONS AND PRIVACY NOTICE: This claim is for the use of displaced businesses, nonprofit organizations, and from operations that wish to apply for a Fixed Payment in Lieu of Actual Moving Expenses rather than apply for Actual Moving Expenses. The minimum fixed payment is \$1,000.00; the maximum fixed payment is \$40,000.00. The Agency will explain the differences between the two payments. If you are eligible to choose either payment, the Agency representative will help you determine which is most advantageous, and will help you complete the form. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal that determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Act (URA) and/or California Relocation Assistance Act.

Claim Type: **Payment in Lieu of Actual Exp. (Fed Projects in CA)**

Agency: **County of Riverside**

Project: **Jurupa Road Grade Separation**

OPC Case: **167-160-007:R004**

OPC Claim: **167-160-007:R004-In Lieu-001**

Program: **Federal Other**

1. Legal Business Name	2. Name, Title, Address of Claimant or Claimant's Agent	3. Claimant's or Agent's Phone
The Country Mutt Dog & Cat Grooming	Casey Strickland, Sole Proprietor 9295 Jurupa Road Jurupa Valley, CA 92509	951-756-2428

Site	Displacement and Replacement Address	Date move started / date move completed
4. You Moved FROM	9295 Jurupa Road Jurupa Valley, CA 92509	3/15/2019
5. You Moved TO (or "Out of business")	TBD	3/20/2019

6. Type of operation: ☒ Business ☐ Farm Operation ☐ Nonprofit Organization

7. Type of ownership: ☒ Sole Prop. ☐ Partnership ☐ Corporation ☐ Nonprofit Organization

8. Does this business have no more than 3 other establishments NOT being displaced: ☐ YES ☒ NO

9. Does this business contribute materially to the income of the displaced person/owners: ☒ YES ☐ NO

10. Payment Determination	Amount
(a) Amount from line (4), (8), (12) or (15) of Section A (No less than \$1,000, no more than \$40,000)	\$37,941.00
(b) Total amount of payments previously received for expenses claimed here (from Section B)	\$0.00
(c) Offset amount for rents due to the Agency	\$0.00
(d) Amount Requested this Claim (10(a) minus 10(b) minus 10(c) or describe in Notes)	\$37,941.00

11. California Goodwill Statement	
(a) Estimated eligible moving & related expenses:	\$0.00
(b) Loss of goodwill consideration (10(a) minus 11(a)):	n/a

By signing below I acknowledge that I have been advised that the amount in 11(a) of the claimed amount represents a payment for what would be the approximate actual eligible moving and related expenses if I were to choose an actual move rather than this fixed payment in-lieu of actual moving and related expenses. Therefore, I understand that the amount in 11(b) will be considered to be compensation for loss of goodwill and any payment made pursuant to CA Code of Civil Procedure, Section 1263.510 et seq. (the Eminent Domain Law, Chapter 9, Article 6 - "Compensation for Loss of Goodwill") may be reduced in the same amount.

12. Certification by Claimant(s): **I CERTIFY that this claim and supporting information are true and complete, that I have not submitted any other claim for the expenses listed and that I have not been paid for the expenses by any other source.**

Signature(s) of Claimant(s) or Authorized Agent

Date

Casey Strickland

5-7-19

FOR AGENCY AND/OR AGENCY REPRESENTATIVES USE ONLY

13. Is this an advance claim based on prelim. info?: ☐ YES ☒ NO

14. Is this a final claim for this benefit type?: ☒ YES ☐ NO

15. Recommended Benefit Payment(s)				16. Benefit Payment(s) Actions			
Chk #	Payable To	In The Amount	Check Disposition	Action	Name & Title	Initial	Date
#1	Casey Strickland	\$9,500.00	Hold for pick-up by OPC	OPC Recommended:	Robbie Hechanova Project Manager	<i>[Signature]</i>	05/07/19
#2	Casey Strickland	\$9,500.00	Hold for pick-up by OPC	OPC Reviewed:	Victoria Cook Program Director	<i>[Signature]</i>	5/7/19
#3	Casey Strickland	\$18,941.00	Hold for pick-up by OPC	Agency Approved:	Stephi Villanueva Supervising Real Property Agent		

A. Computation of Average Net Earnings or Net Revenues for Base Period [Note 1]			
Item	BASE PERIOD		
	Year: 2017	Year: 2016	Average
Part I. Individual or Sole Proprietor (Relates to IRS Form 1040)			
(1) Net Profit (Or loss) Before Taxes from IRS Form 1040	\$34,768.00	\$41,114.00	\$37,941.00
(2) Adjustments (Explain in Notes or attach statement) [Note 2]	\$0.00	\$0.00	\$0.00
(3) Compensation paid to owner, owner's spouse and dependents (List names and amounts in Notes or attach statement)	\$0.00	\$0.00	\$0.00
(4) Net Earnings (Add lines (1), (2) and (3)) [Note 3]	\$34,768.00	\$41,114.00	\$37,941.00
Part II. Corporation (Relates to IRS Form 1120 or 1120-S)			
(5) Taxable Income (Form 1120) or Ordinary Income (Form 1120-S)	\$0.00	\$0.00	\$0.00
(6) Adjustments (Explain in Notes or attach statement) [Note 2]	\$0.00	\$0.00	\$0.00
(7) Compensation paid to principal stockholders, their spouses and dependents (List names and amounts in Notes or attach statement) [4]	\$0.00	\$0.00	\$0.00
(8) Net Earnings (Add lines (5), (6) and (7)) [Note 3]	\$0.00	\$0.00	\$0.00
Part III. Partnership (Relates to IRS Form 1065)			
(9) Ordinary Income (Or loss) Before Taxes (From IRS Form 1065)	\$0.00	\$0.00	\$0.00
(10) Adjustments (Explain in Notes or attach statement) [Note 2]	\$0.00	\$0.00	\$0.00
(11) Compensation paid to principal partners, their spouses & dependents (List names and amounts in Notes or attach statement) [Note 5]	\$0.00	\$0.00	\$0.00
(12) Net Earnings (Add lines (9), (10) and (11)) [Note 3]	\$0.00	\$0.00	\$0.00
Part IV. Non-Profit Organization (Relates to IRS Form 990)			
(13) Annual Gross Revenues [Note 6]	\$0.00	\$0.00	\$0.00
(14) Administrative Expenses [Note 7]	\$0.00	\$0.00	\$0.00
(15) Net Revenues (Subtract line (14) from line (13)) [Note 3]	\$0.00	\$0.00	\$0.00

[1] This is usually the two tax years prior to your displacement or as determined by the Agency

[2] To the extent that the profit/loss entry in Section A, line (1), (5) or (9) has been reduced by an expense that was not incurred in the base period (e.g., a loss carry forward from a previous year, loss carry back from a later year or declared depreciation in excess of actual depreciation) such expense must be added back on line (2), (6) or (10). To the extent that the entry on line (1), (5) or (9) is inflated by an amount not actually earned in the base period (e.g., refund of State or local income taxes or income included under the tax benefit rule because a deduction taken in a previous year was disallowed), it should be entered on line (2), (6) or (10) as a subtraction (negative number).

[3] Losses in base period are treated as zero profit for the purpose of computing the average net earnings or revenues.

[4] Principal stockholder is one who owns 15% or more of the corporation.

[5] A principal partner is one with a proprietary interest of 15% or more in the concern.

[6] Gross revenues may include membership fees, class fees, cash donations and other fund collections.

[7] Administrative expenses include rent, utilities, salaries and fund raising costs.

B. Previous In Lieu Payments		Notes
(a) Date	(b) Amount	
(1) 00/00/00	\$0.00	This claim represents the In-Lieu Payment for \$37,941.00. At the business owners request, please issue two checks in the amount of \$9,500.00 each and the remaining third check in the amount of \$18,941.00.
(2) 00/00/00	\$0.00	
(3) 00/00/00	\$0.00	
TOTAL	\$0.00	

ATTACHMENT "5"
QUITCLAIM DEED

[attached to following page]

Recorded at request of and return to:
Economic Development Agency
On behalf of Transportation Department
3403 10th Street, Suite 400
Riverside, California 92501

FREE RECORDING
This instrument is for the benefit of
County of Riverside, and is
entitled to be recorded without fee.
(Govt. Code 8103)
MTjb081419/477TR/20.634

Space above this line reserved for Recorder's Use

PROJECT: JURUPA ROAD GRADE
SEPARATION PROJECT

PARCEL: 0060-004A
APN: 167-160-007 (portion)

QUITCLAIM DEED

For good and valuable consideration, the receipt and adequacy of which are
acknowledged,

CASEY LEE STRICKLAND

does hereby remise, release and forever quitclaim to COUNTY OF RIVERSIDE, a
political subdivision of the State of California, all right, title, and interest Grantor has in
the real property located in the City of Jurupa Valley, Riverside County, California,
described in Exhibit "A" and shown on Exhibit "B" and incorporated by reference.

Dated: _____

GRANTOR:
CASEY LEE STRICKLAND

By: _____

Its: _____

PROJECT: JURUPA ROAD GRADE SEPARATION PROJECT
PARCEL: 0060-004A
APN: 167-160-007 (portion)

ACKNOWLEDGMENT

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by CASEY LEE STRICKLAND on the Quitclaim Deed dated _____, 2019 to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, 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: _____

COUNTY OF RIVERSIDE

Patricia Romo, Director of Transportation

By: _____
David McMillan

EXHIBIT "A"
LEGAL DESCRIPTION
0060-004A

BEING A PORTION OF THOSE CERTAIN PARCELS OF LAND DESCRIBED BY QUITCLAIM DEED RECORDED MAY 20, 1980 AS INSTRUMENT NUMBER 94788, QUITCLAIM DEED RECORDED MAY 20, 1980 AS INSTRUMENT NUMBER 94791, GRANT DEED RECORDED SEPTEMBER 3, 1982 AS INSTRUMENT NUMBER 153340, AND GRANT DEED RECORDED DECEMBER 9, 1982 AS INSTRUMENT NUMBER 212649, ALL OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN LOT 6 AND LOT 7, SECTION 14, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN BY "MAP OF THE SUBDIVISION OF A PORTION OF THE JURUPA RANCH" ON FILE IN BOOK 9, PAGE 26 OF MAPS, SAN BERNARDINO COUNTY RECORDS, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF HILL PLACE AND THE CENTERLINE OF JURUPA ROAD (40.00 FOOT NORTHERLY HALF-WIDTH), AS SHOWN BY A MAP ENTITLED "SPARRLAND UNIT NO. 4," ON FILE IN BOOK 15, PAGE 33 OF MAPS, SAID OFFICIAL RECORDS;

THENCE SOUTH 74°45'48" WEST ALONG SAID CENTERLINE OF JURUPA ROAD, A DISTANCE OF 46.25 FEET TO THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY GRANT DEED RECORDED JANUARY 30, 2014 AS DOCUMENT NUMBER 2014-0040098, SAID OFFICIAL RECORDS;

THENCE NORTH 15°14'12" WEST ALONG SAID SOUTHERLY PROLONGATION, A DISTANCE OF 40.00 FEET TO THE SOUTHERLY-MOST CORNER OF SAID DOCUMENT NUMBER 2014-0040098, BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID JURUPA ROAD AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 74°45'48" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 412.90 FEET;

THENCE NORTH 24°21'32" EAST, A DISTANCE OF 36.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 448.00 FEET AND AN INITIAL RADIAL BEARING OF SOUTH 69°44'03" WEST;

THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 06°21'59", AN ARC DISTANCE OF 49.78 FEET;

THENCE NORTH 76°06'02" EAST RADIALLY FROM SAID CURVE, A DISTANCE OF 8.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE (HEREINAFTER REFERRED TO AS "CURVE 1") CONCAVE EASTERLY, HAVING A RADIUS OF 440.00 FEET AND AN INITIAL RADIAL BEARING OF SOUTH 76°06'02" WEST;

CURVE 1

THENCE NORTHERLY ALONG SAID "CURVE 1" THROUGH A CENTRAL ANGLE OF 14°31'12", AN ARC DISTANCE OF 111.50 FEET TO A LINE (HEREINAFTER REFERRED TO AS "TANGENT 1");

TANGENT 1

THENCE NORTH 00°37'14" EAST ALONG SAID "TANGENT 1", A DISTANCE OF 103.97 FEET TO THE BEGINNING OF A TANGENT CURVE (HEREINAFTER REFERRED TO AS "CURVE 2") CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 440.00 FEET;

CURVE 2

THENCE NORTHEASTERLY ALONG SAID "CURVE 2" THROUGH A CENTRAL ANGLE OF 35°05'48", AN ARC DISTANCE OF 269.52 FEET;

EXHIBIT "A"
LEGAL DESCRIPTION
0060-004A

THENCE NORTH 09°42'32" WEST, A DISTANCE OF 49.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5,627.95 FEET AND AN INITIAL RADIAL BEARING OF NORTH 39°52'02" EAST, SAID NON-TANGENT CURVE BEING CONCENTRIC WITH AND DISTANT 86.00 FEET SOUTHWESTERLY OF, AS MEASURED RADially TO THE CENTERLINE-SURVEY OF VAN BUREN BOULEVARD (71.00 FOOT SOUTHWESTERLY HALF-WIDTH), AS DESCRIBED IN DEED BOOK 1577, PAGE 43, RECORDED APRIL 16, 1954, SAID OFFICIAL RECORDS;

THENCE NORTHWESTERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 03°16'01", AN ARC DISTANCE OF 320.90 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 94.00 FEET AND AN INITIAL RADIAL BEARING OF SOUTH 36°36'01" WEST;

THENCE CONTINUING NORTHWESTERLY, ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 07°02'15", AN ARC DISTANCE OF 11.55 FEET;

THENCE NORTH 48°21'44" WEST, A DISTANCE OF 72.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 87.00 FEET;

THENCE NORTHWESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 08°00'20", AN ARC DISTANCE OF 12.16 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5,638.95 FEET AND AN INITIAL RADIAL BEARING OF NORTH 35°37'56" EAST, SAID COMPOUND CURVE BEING CONCENTRIC WITH AND DISTANT 75.00 SOUTHWESTERLY OF, AS MEASURED RADially TO SAID CENTERLINE-SURVEY OF VAN BUREN BOULEVARD;

THENCE CONTINUING NORTHWESTERLY, ALONG SAID COMPOUND CURVE, THROUGH A CENTRAL ANGLE OF 00°10'25", AN ARC DISTANCE OF 17.09 FEET TO THE WEST LINE OF SAID SECTION 14;

THENCE NORTH 00°35'56" EAST ALONG SAID WEST LINE, A DISTANCE OF 4.87 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID VAN BUREN BOULEVARD AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5,642.95 FEET AND AN INITIAL RADIAL BEARING OF NORTH 35°25'49" EAST;

THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 06°01'42", AN ARC DISTANCE OF 593.71 FEET;

THENCE SOUTH 41°27'31" WEST RADially FROM SAID CURVE, A DISTANCE OF 6.02 FEET;

THENCE SOUTH 83°27'27" WEST, A DISTANCE OF 47.56 FEET;

THENCE NORTH 54°32'41" WEST, A DISTANCE OF 6.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 360.00 FEET AND AN INITIAL RADIAL BEARING OF NORTH 54°32'41" WEST, SAID NON-TANGENT CURVE BEING CONCENTRIC WITH AND DISTANT 80.00 FEET EASTERLY OF, AS MEASURED RADially TO THE HEREINABOVE DESCRIBED "CURVE 2";

THENCE SOUTHWESTERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 34°50'05", AN ARC DISTANCE OF 218.87 FEET TO A LINE PARALELL WITH AND DISTANT 80.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE HEREINABOVE DESCRIBED "TANGENT 1";

EXHIBIT "A"
LEGAL DESCRIPTION
0060-004A

THENCE SOUTH 00°37'14" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 103.97 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 360.00 FEET, SAID TANGENT CURVE BEING CONCENTRIC WITH AND DISTANT 80.00 FEET EASTERLY OF, AS MEASURED RADially TO THE HEREINABOVE DESCRIBED "CURVE 1";

THENCE SOUTHERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 13°56'11", AN ARC DISTANCE OF 87.56 FEET;

THENCE NORTH 76°41'03" EAST ALONG A RADIAL LINE FROM SAID CURVE, A DISTANCE OF 10.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET AND AN INITIAL RADIAL BEARING OF SOUTH 79°19'19" WEST;

THENCE EASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 107°26'45", AN ARC DISTANCE OF 46.88 FEET;

THENCE NORTH 61°52'34" EAST, A DISTANCE OF 36.01 FEET;

THENCE NORTH 60°52'18" EAST, A DISTANCE OF 108.09 FEET;

THENCE NORTH 70°20'15" EAST, A DISTANCE OF 55.85 FEET TO A POINT;

THENCE CONTINUING NORTH 70°20'15" EAST, A DISTANCE OF 23.94 FEET;

THENCE NORTH 62°18'37" EAST, A DISTANCE OF 12.63 FEET;

THENCE NORTH 61°33'36" EAST, A DISTANCE OF 31.42 FEET TO THE WESTERLY LINE OF SAID DOCUMENT NUMBER 2014-0040098;

THENCE SOUTH 15°14'12" EAST, A DISTANCE OF 102.45 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL CONTAINS 78,047 SQUARE FEET OR 1.792 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 1.000007910 TO OBTAIN GROUND DISTANCE.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.

PREPARED UNDER MY SUPERVISION:


TIMOTHY F. RAYBURN, P.L.S. 8455

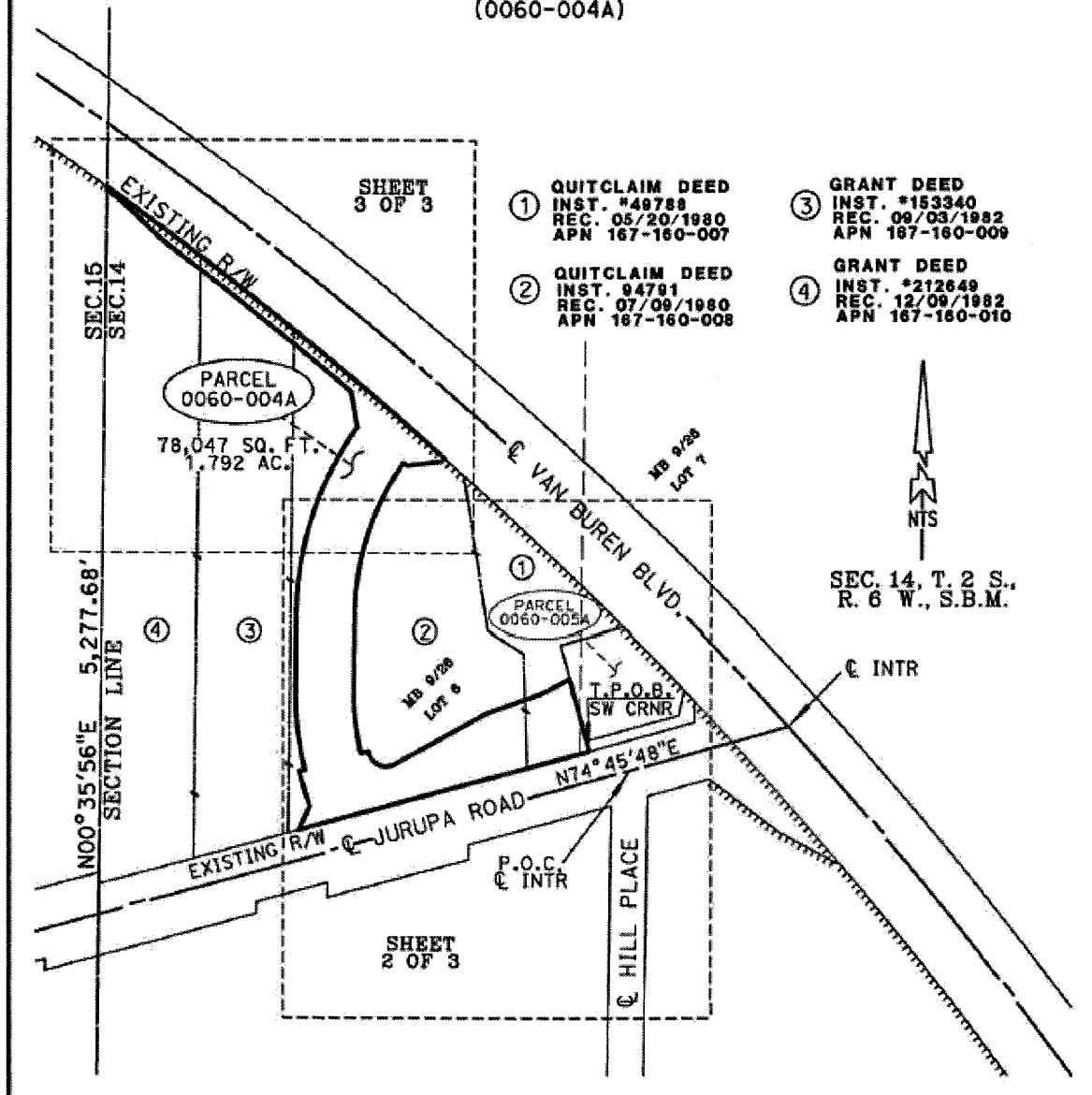
5/29/2019
DATED:



EXHIBIT "B"

VICINITY MAP

(0060-004A)



- ① QUITCLAIM DEED
INST. #49788
REC. 05/20/1980
APN 167-160-007
- ② QUITCLAIM DEED
INST. #4791
REC. 07/09/1980
APN 167-160-008

- ③ GRANT DEED
INST. #153340
REC. 09/03/1982
APN 167-160-009
- ④ GRANT DEED
INST. #212649
REC. 12/09/1982
APN 167-160-010

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.00000791		
PCL No.: 0060-004A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION	
WO No.: C8-0060	PROJECT: JURUPA ROAD GRADE SEPARATION	
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	
PREPARED BY: DPM	APPROVED BY: <i>Timothy F. Ravello</i> DATE: 5/29/2019	
DATE: MAY, 2019	SHEET 1 OF 3	

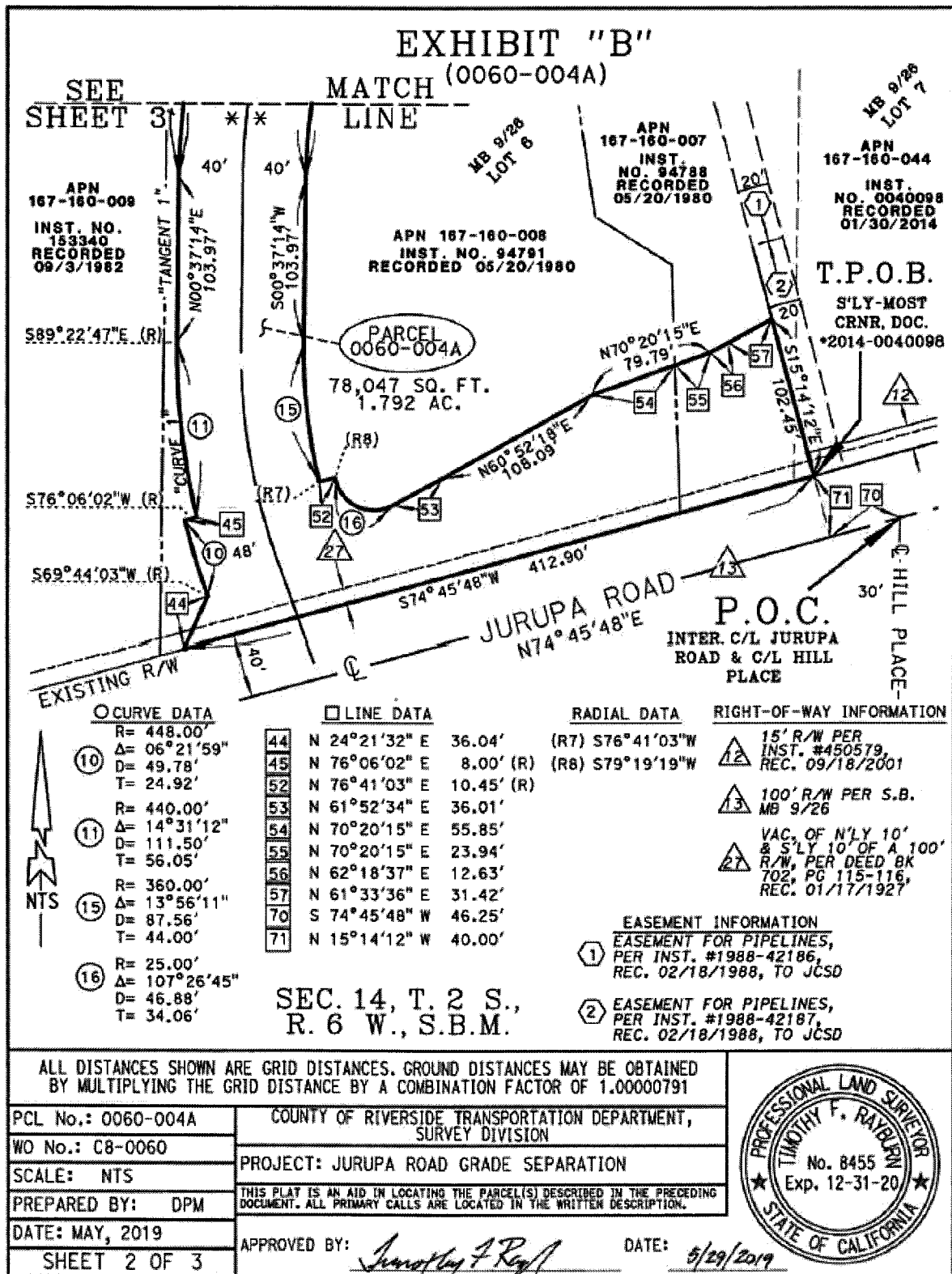
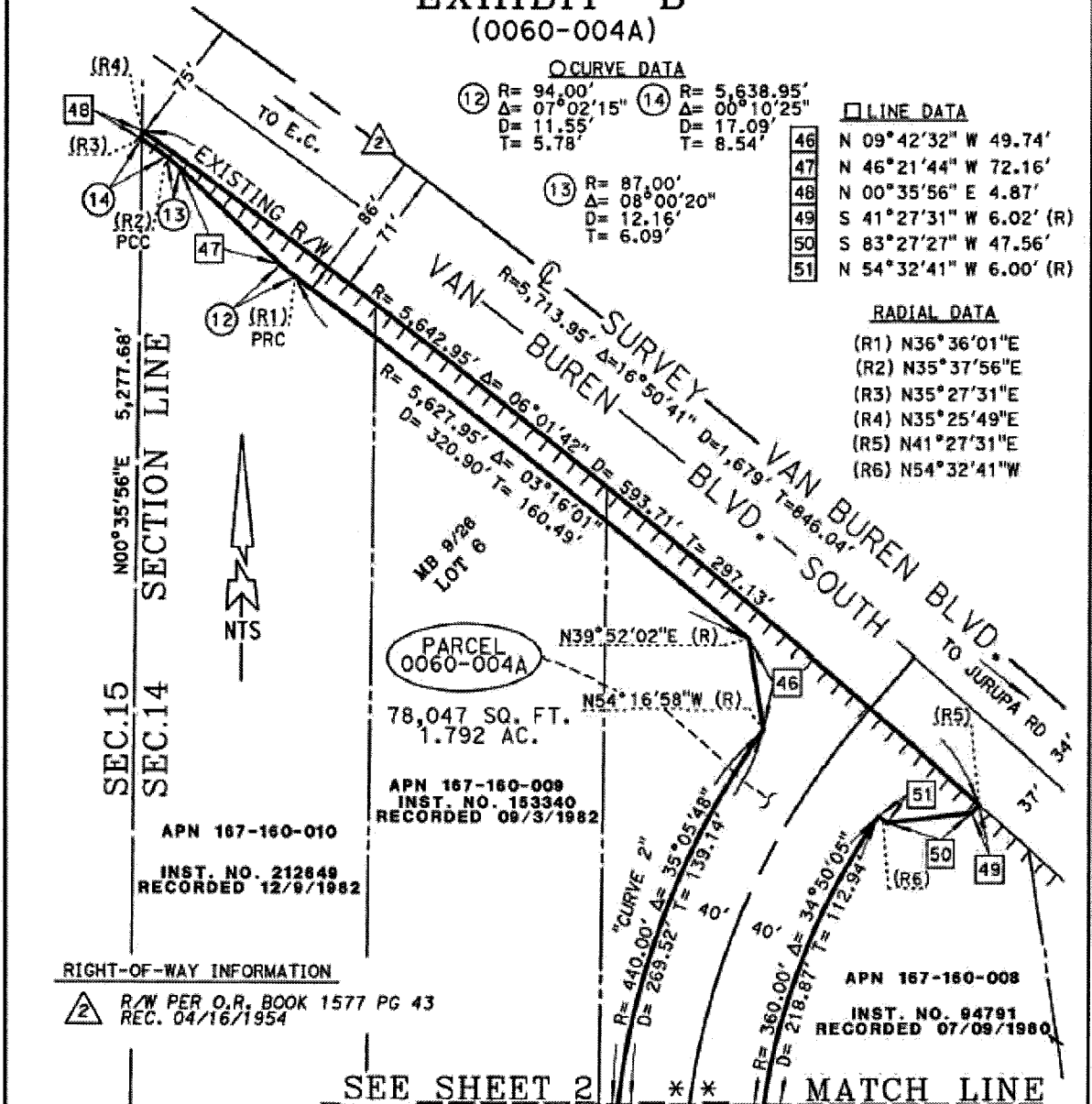
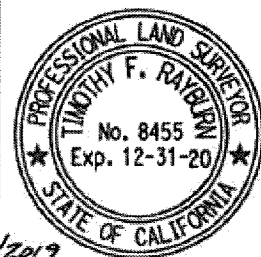


EXHIBIT "B" (0060-004A)



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.00000791

PCL No.: 0060-004A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: C8-0060	PROJECT: JURUPA ROAD GRADE SEPARATION
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: DPM	APPROVED BY: <i>Timothy F. Rayburn</i>
DATE: MAY, 2019	DATE: 5/29/2019
SHEET 3 OF 3	



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ATTACHMENT "6"
Lease Termination Agreement

[attached to following page]

Lease Termination Agreement

This Lease Termination Agreement is made this ____ day of _____ 2019
between Casey Lee Strickland ("Tenant") and Richard J. Miller ("Landlord").

WITNESSETH:

The Landlord and Tenant do hereby covenant, promise, and agree as follows:

1. That certain Real Estate Lease dated November 23, 2017 ("Lease") between Landlord and Tenant for use of the tenant building located at 9245 Jurupa Road, Jurupa Valley, California (the "Premises") is hereby terminated.
2. Tenant gives possession of the Premises to the Landlord. The Landlord accepts possession of the Premises in the condition delivered.
3. Tenant has done nothing which would give anyone a claim against the Premises.
4. Landlord releases County and County releases Landlord from the obligations of the Lease.
5. The conditions, covenants, and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LANDLORD:

Date: _____

Richard J. Miller

TENANT:

Date: _____

Casey Lee Strickland