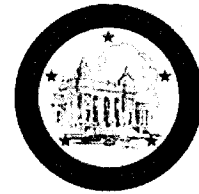


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.23  
(ID # 10989)

**MEETING DATE:**

Tuesday, December 10, 2019

**FROM:** ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION AND LAND MANAGEMENT AGENCY:

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA) AND TRANSPORTATION AND LAND MANAGEMENT (TLMA) TRANSPORTATION DEPARTMENT; Approval of Right of Way Acquisition Agreement with Joseph M. Lacko for Assessor's Parcel Number 167-233-002 for the Jurupa Road Grade Separation Project, Jurupa Valley; District 2; [\$562,400 - 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) and Section 21080.13 of the California Public Resources Code;
2. Approve the attached Right of Way Acquisition Agreement between the County of Riverside and Joseph M. Lacko, Successor Trustee of the Jand, Inc. Profit Sharing Trust for a fee simple interest for a parcel identified as Parcel 0060-021A and authorize the Chairman of the Board to execute said agreement on behalf of the County;

**ACTION:Policy**

Robert Field, Assistant County Executive Officer/ECD

11/5/2019

Patricia Romo, Director of Transportation

11/21/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: December 10, 2019  
xc: EDA

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

3. Authorize the Assistant County Executive Officer/ECD, or his designee, to execute any other documents and administer all actions necessary to complete this transaction;
4. Authorize and allocate the amount of \$548,000 for the fee simple interest to Parcel 0060-021A located within Assessor's Parcel Number 167-233-002; and
5. Ratify and authorize reimbursement to Economic Development Agency (EDA) Real Estate (RE) in the amount not-to-exceed \$14,400 for due diligence and staff expenses.

<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>	\$ 562,400	\$ 0	\$ 562,400	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Senate Bill Number 132 (100%)			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2019/2020	

**C.E.O. RECOMMENDATION:** [CEO use]

**BACKGROUND:**

**Summary**

The Riverside County Transportation Department (RCTD) in cooperation with the City of Jurupa Valley, the Riverside County Transportation Commission (RCTC) and the State Department of Transportation (Caltrans) 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 (City), 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 undercrossing structure. This will improve vehicular traffic circulation and safety and will provide uninterrupted and efficient access for motorists, residents, businesses, pedestrians and emergency vehicles in this area. Additionally, the Project will enhance the operational characteristics (i.e. speed, efficiency, and reliability) of freight and passenger trains throughout Riverside County by eliminating conflicts between railroad operations and vehicular traffic.

On October 24, 2017 (Item 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.

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

On October 16, 2018 (Item 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) and Section 21080.13 of the California Public Resources Code. 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.

The Economic Development Agency – Real Estate Division (EDA-RE) has negotiated the acquisition of a fee simple interest in the amount of \$548,000 for Assessor’s Parcel Number 167-233-002 (“Property”) from Joseph M. Lacko, Successor Trustee of the Jand, Inc. Profit Sharing Trust. The Property is located near the at-grade crossing of Jurupa Road and Van Buren Boulevard in the City of Jurupa Valley. There are costs of \$14,400 associated with this transaction which includes estimated title and escrow charges, Preliminary Title Report, county appraisal and EDA Real Property staff time.

Joseph M. Lacko will execute a Grant Deed in favor of the County of Riverside, referenced as Parcel 0060-021A located within Assessor’s Parcel Number 167-233-002.

The Right of Way Acquisition Agreement has been reviewed and approved by County Counsel as to legal form.

**Impact on Residents and Businesses**

The Jurupa Road Grade Separation 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**

The following summarizes the funding necessary for the acquisition of Assessor’s Parcel Number 167-233-002.

Right of Way Acquisition identified as Parcel 0060-021A located within Assessor’s Parcel Number 167-233-002	\$548,000
Preliminary Title Report	\$400
County Appraisal Cost	\$4,000
EDA Real Property Staff Time	\$10,000

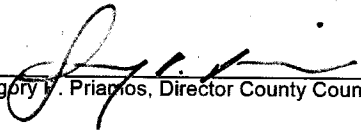
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

Total Estimated Acquisition Costs (Not-to-Exceed)	\$562,400
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**Attachments:**

- Vicinity Map
- (3) Right of Way Acquisition Agreements for Parcel No. 0060-021A

RF:HM:VY:SV: MT

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel      11/27/2019

Attachment "A"  
Jurupa Grade Separation



1 PROJECT: Jurupa Road Grade Separation Project

2 PARCEL: 0060-021A

3 APN: 167-233-002

4  
5 **RIGHT OF WAY ACQUISITION AGREEMENT**

6 This Right of Way Acquisition Agreement, ("Agreement"), is made by and  
7 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California  
8 ("County"), and JOSEPH M. LACKO, Successor Trustee of the Jand, Inc. Profit  
9 Sharing Trust ("Grantor"). County and Grantor are sometimes collectively referred to  
10 as "Parties."

11 **RECITALS**

12 WHEREAS, Grantor owns that certain real property located on Jurupa Road in  
13 the city of Jurupa Valley, County of Riverside, State of California, as depicted on the  
14 Plat Map identified as Attachment "1," attached hereto and made a part hereof. The  
15 real property consisting of 0.503 acres or 21,914 square feet of land and is also known  
16 as Assessor's Parcel Number: 167-233-002 ("Property"); and

17 WHEREAS, Grantor desires to sell to the County and the County desires to  
18 purchase a fee simple interest in the Property, for the purpose of constructing the  
19 Jurupa Road Grade Separation Project ("Project") as follows: a Grant Deed in favor of  
20 the County of Riverside, referenced as Parcel 0060-021A and described on  
21 Attachment "2," attached hereto and made a part hereof pursuant to the terms and  
22 conditions set forth herein ("ROW Property");

23 WHEREAS, the County has reviewed the Project and determined it to be  
24 Statutorily Exempt under the California Environmental Quality Act ("CEQA") pursuant  
25 to State CEQA Guidelines Section 15282 (g) and as set forth in Section 21080.13 of  
26 the California Public Resources Code; and

27  
28  
DEC 10 2019 3.23



1           B.     Upon the opening of Escrow, the County shall deposit the  
2 Consideration as follows:

3                   i.     Purchase Price.   Deposit into Escrow the Purchase  
4 Price in the amount of Five Hundred Forty-Eight Thousand Dollars (\$548,000) (the  
5 "Deposit").

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

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

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

16           D.     County will authorize the Escrow Holder to close Escrow and  
17 release the Deposit to Grantor, in accordance with the provisions herein, and upon  
18 satisfaction of all conditions by the parties.

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

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

24                   ii.    Pay any unpaid liens or taxes together with penalties, cost  
25 and interest thereon, and any bonds or assessments that are due on the date title is  
26 transferred.

27  
28



1 F. County shall direct Escrow Holder to disburse the Purchase Price  
2 minus any and all charges due upon Close of Escrow in accordance with the escrow  
3 instructions contained in this Agreement.

4  
5 4. Grantor Responsibilities.

6 A. Execute and acknowledge, substantially in the form attached  
7 hereto as Attachment "3" ("Deed"), a Grant Deed in favor of the County of Riverside  
8 dated \_\_\_\_\_ identified as Parcel Number 0060-021A and deliver deed to the  
9 Escrow Holder for recordation in the Official Records of the County Recorder of  
10 Riverside County ("Official Records") upon Close of Escrow, with said Deed and the  
11 property interests granted therein free and clear of all liens, encumbrances,  
12 easements, leases (recorded or unrecorded), and taxes, except:

13 i. Those encumbrances and easements which, in the sole  
14 discretion of the County, are acceptable;

15 ii. Current fiscal year, including personal property tax, if any,  
16 and any further assessment thereto under Chapter 3.5 of Revenue and Taxation Code  
17 of the State of California;

18 iii. Easements or rights of way of record over said land for  
19 public or quasi-public utility or public street purposes, if any;

20 iv. Any items on the Preliminary Title Report (PTR) not  
21 objected to by County in a writing provided to Escrow Holder before the Close of  
22 Escrow;

23 v. Any other taxes owed whether current or delinquent are to  
24 be made current.

25 B. Grantor shall indemnify, defend, protect, and hold the County of  
26 Riverside, its Agencies, Districts, Departments, their respective directors, Board of  
27 Supervisors, elected and appointed officials, employees, agents, representatives,  
28 successors, and assigns free and harmless from and against any and all claims,

1 liabilities, penalties, forfeitures, losses, or expenses, including without limitation,  
2 attorneys' fees, whatsoever, arising from or caused in whole or in part, directly or  
3 indirectly, by either (a) the presence of hazardous materials, toxic substances, or  
4 hazardous substances in, within, under, or about the parcel for the presence of  
5 hazardous materials, toxic substances, or hazardous substances as a result of  
6 Grantor's use, storage, or generation of such materials or substances or (b) Grantor's  
7 failure to comply with any federal, state, or local laws relating to such materials or  
8 substances. For the purpose of this Agreement, such materials or substances shall  
9 include without limitation hazardous substances, hazardous materials, or toxic  
10 substances as defined in the Comprehensive Environmental Response,  
11 Compensation, and Liability Act of 1980, as amended, 42 U.S.C. section 9601, et seq.;  
12 the Hazardous Materials Transportation Act, 49 U.S.C. sections 5101 to 5128; the  
13 Resource Conservation and Recovery Act, 42 U.S.C. sections 6901-87 (1988); and  
14 those substances defined as hazardous wastes in section 25117 of the California  
15 Health and Safety Code or hazardous substances in section 25316 of the California  
16 Health and Safety Code; and in the regulations adopted in publications promulgated  
17 pursuant to said laws.

18 C. Grantor shall indemnify, defend, protect, and hold the County of  
19 Riverside, its Agencies, Districts, Departments, their respective directors, Board of  
20 Supervisors, elected and appointed officials, employees, agents, representatives,  
21 successors, and assigns free and harmless from and against any and all claims,  
22 demands, causes of action, judgements, losses, liabilities, costs or expenses which  
23 County may suffer, sustain, incur or otherwise become subject to (either directly or  
24 indirectly) to the extent the same results from or arises out of any breach of Grantor's  
25 representations, warranties, or covenants provided in this Agreement or any action or  
26 omission by Grantor, its affiliates, agents, employees or representatives, or in  
27 connection with Grantor's ownership and operation of the ROW Property. Grantor  
28 warrants and covenants to County that Grantor owns all right, title, and interest in the

1 ROW Property, free and clear of all liens, mortgages, encumbrances, security  
2 interests, and adverse claims, except for those set forth in Section 4(A) of Article 1,  
3 and has the right to transfer the ROW Property to County. Grantor further agrees that  
4 Grantor will defend County's rights, title, and interest in the ROW Property against the  
5 demands of anyone claiming through Grantor and any person who may lawfully claim  
6 the same.

7 D. Grantor shall be obligated hereunder to pay for without limitation,  
8 and whether foreseeable or unforeseeable, all costs of any required or necessitated  
9 repair, clean-up, detoxification, or decontamination of the parcel, and the preparation  
10 and implementation of any closure, remedial action, or other required plans in  
11 connection therewith, and such obligation shall continue under the parcel has been  
12 rendered in compliance with applicable federal, state, and local laws, statutes,  
13 ordinances, regulations, and rules.

## 14 **Article 2. MISCELLANEOUS**

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

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

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

28

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

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

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

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

18          8.     Grantor and its assigns and successors in interest shall be bound by all  
19 the terms and conditions contained in this Agreement, and all the Parties thereto shall  
20 be jointly and severally liable thereunder.

21          9.     This Agreement may be signed in counterpart or duplicate copies, and any  
22 signed counterpart or duplicate copy shall be equivalent to a signed original for all  
23 purposes.

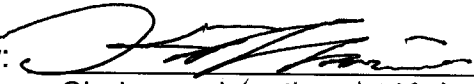
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25                   (SIGNATURE PROVISIONS ON FOLLOWING PAGE;  
26                   REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)  
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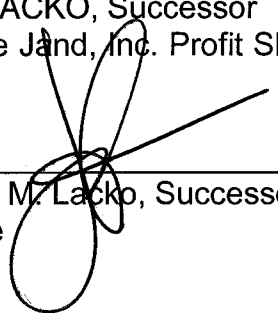
1 In Witness Whereof, the Parties have executed this Agreement the day and year  
2 last below written.

3 Dated: DEC 10 2019

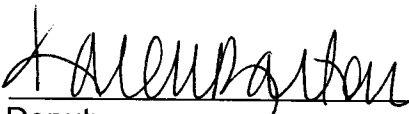
4 COUNTY:  
5 COUNTY OF RIVERSIDE, a political  
6 Subdivision of the State of California

GRANTOR:  
7 JOSEPH M. LACKO, Successor  
Trustee of the Jand, Inc. Profit Sharing  
Trust

8 By:   
9 Chairman Kevin Jeffries  
Board of Supervisors

By:   
Joseph M. Lacko, Successor  
Trustee

10  
11  
12 ATTEST:  
13 Kecia R. Harper  
14 Clerk of the Board

15 By:   
16 Deputy

17  
18 APPROVED AS TO FORM:  
19 Gregory P. Priamos,  
County Counsel

20 By:   
21 Thomas Oh  
22 Deputy County Counsel

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26 MT:ar/092319/477TR/20.695  
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ATTACHMENT "1"  
ASSESSOR'S PLAT MAP



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ATTACHMENT "2"  
LEGAL DESCRIPTION AND PLAT MAP  
Parcel 0060-021A



EXHIBIT "A"  
LEGAL DESCRIPTION  
0060-021A

ALL THAT REAL PROPERTY BEING LOT 3, BLOCK 27 OF A TRACT MAP ENTITLED "SPARRLAND UNIT NO. 4" ON FILE IN BOOK 15, PAGE 33 OF MAPS AND AS DESCRIBED BY GRANT DEED RECORDED JULY 17, 2003 AS DOCUMENT NUMBER 2003-534347, TOGETHER WITH LOT "O" AS SHOWN ON SAID TRACT MAP, VACATED BY BOARD RESOLUTION DATED DECEMBER 17, 1957, IN DEED BOOK 2194, PAGE 25, ALL OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 14, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF JURUPA ROAD (40.00 FOOT SOUTHERLY HALF-WIDTH) AND THE CENTERLINE OF FELSPAR STREET AS SHOWN ON SAID MAP;

THENCE SOUTH 00°38'14" WEST ALONG SAID CENTERLINE OF FELSPAR STREET, A DISTANCE OF 41.59 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT "O", BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°38'14" WEST CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 253.44 FEET TO THE SOUTHERLY-MOST CORNER OF SAID GRANT DEED, BEING A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD (100 FOOT FULL WIDTH) AS DESCRIBED BY DEED BOOK 123, PAGE 203, RECORDED NOVEMBER 12, 1902, SAID OFFICIAL RECORDS, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5,779.60 FEET AND AN INITIAL RADIAL BEARING OF NORTH 51°16'15" EAST;

THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID GRANT DEED AND ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 02°39'47", AN ARC DISTANCE OF 268.62 FEET TO THE NORTHWESTERLY CORNER OF SAID GRANT DEED, BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID JURUPA ROAD;

THENCE NORTH 74°45'48" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE NORTHERLY LINE OF SAID GRANT DEED, A DISTANCE OF 182.09 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL CONTAINS 21,914 SQUARE FEET OR 0.503 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 1.00000791 TO OBTAIN GROUND DISTANCE.

PREPARED UNDER MY SUPERVISION:

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

5/23/2019  
DATED:





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ATTACHMENT "3"  
Form of Grant Deed

Recorded at request of and return to:  
City of Jurupa Valley  
8930 Limonite Avenue  
Jurupa Valley, CA 92509

**FREE RECORDING**

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

MT:ar/092419/477TR/20.696

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

**PROJECT: JURUPA ROAD GRADE SEPARATION**  
**PARCEL: 0060-021A**  
**APN: 167-233-002**

## **GRANT DEED**

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

JOSEPH M. LACKO, Successor Trustee of the Jand, Inc. Profit Sharing Trust

Grants(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, the fee simple interest in real property in the County of Riverside, State of California, as more particularly described as:

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

EXHIBIT "A"  
LEGAL DESCRIPTION  
0060-021A

ALL THAT REAL PROPERTY BEING LOT 3, BLOCK 27 OF A TRACT MAP ENTITLED "SPARRLAND UNIT NO. 4" ON FILE IN BOOK 15, PAGE 33 OF MAPS AND AS DESCRIBED BY GRANT DEED RECORDED JULY 17, 2003 AS DOCUMENT NUMBER 2003-534347, TOGETHER WITH LOT "O" AS SHOWN ON SAID TRACT MAP, VACATED BY BOARD RESOLUTION DATED DECEMBER 17, 1957, IN DEED BOOK 2194, PAGE 25, ALL OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 14, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF JURUPA ROAD (40.00 FOOT SOUTHERLY HALF-WIDTH) AND THE CENTERLINE OF FELSPAR STREET AS SHOWN ON SAID MAP;

THENCE SOUTH 00°38'14" WEST ALONG SAID CENTERLINE OF FELSPAR STREET, A DISTANCE OF 41.59 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT "O", BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°38'14" WEST CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 253.44 FEET TO THE SOUTHERLY-MOST CORNER OF SAID GRANT DEED, BEING A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD (100 FOOT FULL WIDTH) AS DESCRIBED BY DEED BOOK 123, PAGE 203, RECORDED NOVEMBER 12, 1902, SAID OFFICIAL RECORDS, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5,779.60 FEET AND AN INITIAL RADIAL BEARING OF NORTH 51°16'15" EAST;

THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID GRANT DEED AND ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 02°39'47", AN ARC DISTANCE OF 268.62 FEET TO THE NORTHWESTERLY CORNER OF SAID GRANT DEED, BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID JURUPA ROAD;

THENCE NORTH 74°45'48" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE NORTHERLY LINE OF SAID GRANT DEED, A DISTANCE OF 182.09 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL CONTAINS 21,914 SQUARE FEET OR 0.503 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 1.00000791 TO OBTAIN GROUND DISTANCE.

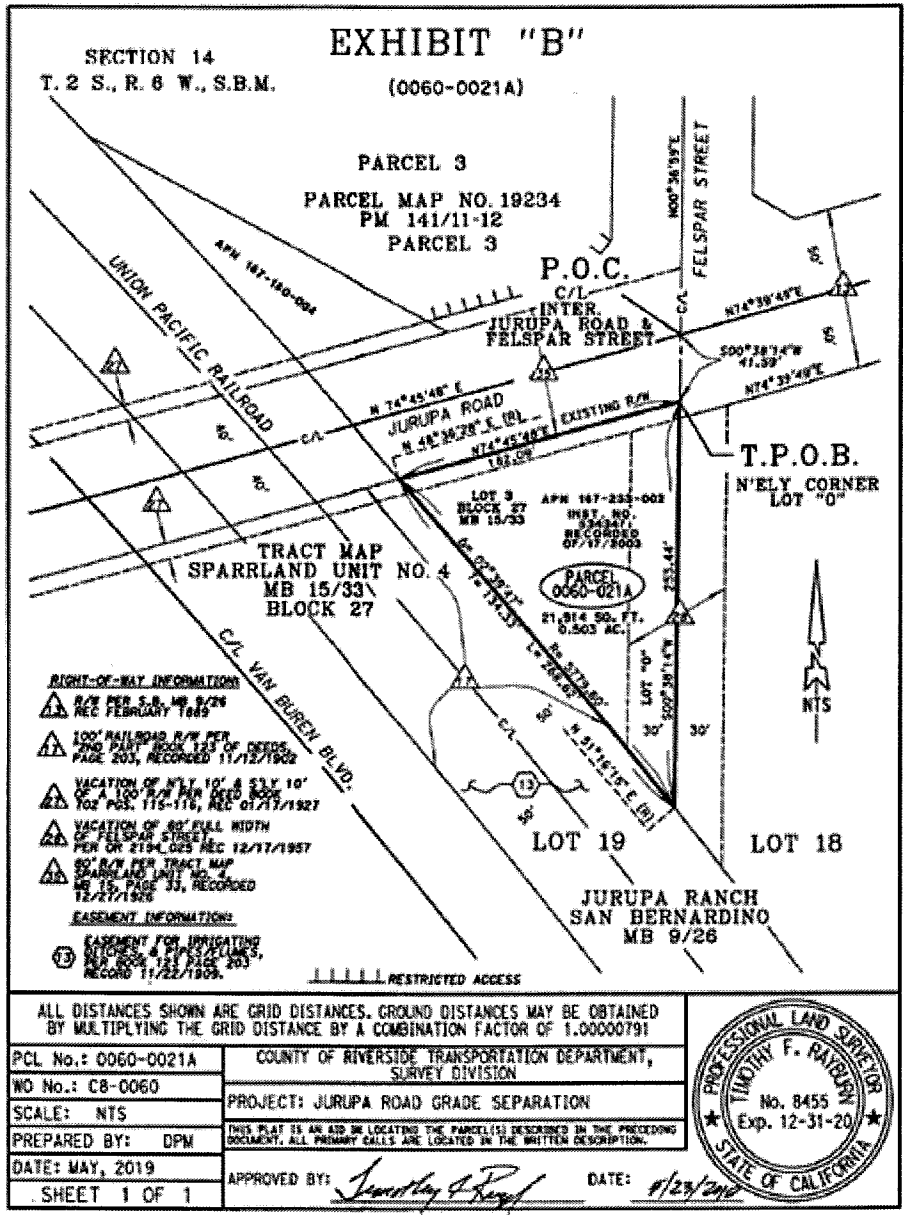
PREPARED UNDER MY SUPERVISION:

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

5/23/2010  
DATED:



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PROJECT: JURUPA AVENUE GRADE SEPARATION  
PARCEL: 0060-021A  
APN: 167-233-002

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

GRANTOR:

GRANTOR: JOSEPH M. LACKO,  
Successor Trustee of the Jand, Inc.  
Profit Sharing Trust

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

Joseph M. Lacko,  
Successor Trustee

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