

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



ITEM: 3.19  
(ID # 12296)

**MEETING DATE:**  
Tuesday, May 19, 2020


**FROM:** FACILITIES MANAGEMENT AND TLMA Transportation:


**SUBJECT:** FACILITIES MANAGEMENT- REAL ESTATE (FM-RE) AND TRANSPORTATION AND LAND MANAGEMENT (TLMA) TRANSPORTATION DEPARTMENT; Approval of Right of Way Acquisition Agreement and Temporary Construction Access Agreement with MMMSE Hill, L.P., a California limited partnership, for a portion of Assessor Parcel Numbers 167-232-001 and 167-232-002 for the Jurupa Road Grade Separation Project, Jurupa Valley, CEQA Exempt; District 2; [\$438,400 - 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 MMMSE Hill, L.P., a California limited partnership, for a permanent easement for storm drain purposes for a parcel identified as Parcel 0060-019A, and authorize the Chairman of the Board to execute said agreement on behalf of the County;

**ACTION:** Policy, CIP

  
Rose Salgado, Director of Facilities Management 4/20/2020

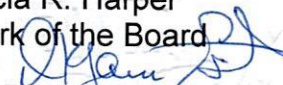
  
Patricia Romo, Director of Transportation 4/28/2020

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel 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: May 19, 2020  
xc: FM

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

3. Approve the attached Temporary Construction Access Agreement between the County of Riverside and MMMSE Hill, L.P., a California limited partnership, for a temporary easement interest for a parcel identified as Parcel 0060-019B, and authorize the Chairman of the Board to execute said agreement on behalf of the County;
4. Authorize the Director and Interim Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete this transaction;
5. Authorize and allocate the amount of \$414,586 for a permanent easement for storm drain purposes to Parcel 0060-19A located within a portion of Assessor Parcel Numbers 167-232-001 and 167-232-002;
6. Authorize and allocate the amount of \$9,414 for the temporary construction access easement interest to Parcel 0060-019B located within a portion of Assessor Parcel Numbers 167-232-001 and 167-232-002; and
7. Ratify and authorize reimbursement to Facilities Management Real Estate (FM-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>	\$ 438,400	\$ 0	\$ 438,400	\$ 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:** Approve.

**BACKGROUND:**

**Summary**

The Riverside County Transportation Department (RCTD) in cooperation with the City of Jurupa Valley (City), 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, east of Van Buren Boulevard (Project). Jurupa Road is a four-lane arterial highway that provides important access to commercial, industrial and residential land uses in the City.



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

The Project will grade separate Jurupa Road and the UPRR mainline tracks with an undercrossing structure. This will enhance vehicular traffic circulation and public safety and will provide uninterrupted and efficient access for motorists, residents, businesses, pedestrians and emergency vehicles in this area. In addition, 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.

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.

Facilities Management – Real Estate (FM-RE) has negotiated the acquisition of a permanent easement for storm drain purposes and a temporary construction access easement interest in the amount of \$424,000 for a portion of Assessor Parcel Numbers 167-232-001 and 167-232-002 (Property) from MMMSE Hill, L.P., a California limited partnership. The Property is located at 5046-5062 Hill Place in the City of Jurupa Valley. There are costs of \$14,400 associated with this transaction which include estimated title and escrow charges, preliminary title report, county appraisal and FM-RE staff time.

MMMSE Hill, L.P., will execute an easement deed in favor of the County of Riverside for Parcel 0060-019A located within a portion of Assessor Parcel Numbers 167-232-001 and 167-232-002.

The Right of Way Acquisition Agreement and Temporary Construction Access Agreement have 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 public safety and will provide uninterrupted and efficient access for motorists, residents, businesses, pedestrians and emergency vehicles in the area. In addition, the Project will enhance the

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

operational characteristics (i.e. speed, efficiency, and reliability) of freight and passenger trains through Riverside County by eliminating conflicts between rail operations and vehicular traffic.

**Additional Fiscal Information**

The following summarizes the funding necessary for the acquisition of the property interests in the Right of Way Acquisition Agreement and Temporary Construction Access Agreement.

Right of Way Acquisition identified as Parcel 0060-019A located within Assessor Parcel Numbers 167-232-001 and 167-232-002	\$414,586
Temporary Construction Access identified as Parcel 0060-019B located within Assessor Parcel Numbers 167-232-001 and 167-232-002	\$9,414
Preliminary Title Report	\$400
County Appraisal Cost	\$4,000
FM Real Property Staff Time	\$10,000
Total Estimated Acquisition Costs (Not-to-Exceed)	\$438,400

**Attachments:**

- Vicinity Map
- (3) Right of Way Acquisition Agreements for Parcel 0060-019A
- (3) Temporary Construction Access Agreements for Parcel 0060-019B



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

MT:ar/040820

  
Steven Atkeson

5/11/2020

  
Gregory F. Priamos, Director County Counsel

5/7/2020

1 PROJECT: Jurupa Road Grade Separation Project  
2 PARCEL: 0060-019B  
3 APNs: 167-232-001 and 167-232-002  
4 (portions)  
5

6 **TEMPORARY CONSTRUCTION ACCESS AGREEMENT**

7 This Temporary Construction Access Agreement ("Agreement") is made by and  
8 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California,  
9 ("County") and MMMSE HILL, L.P., a California limited partnership ("Grantor"). County  
10 and Grantor are sometimes collectively referred to as "Parties".

11 1. RIGHTS GRANTED. The Grantor hereby grants to the County a non-  
12 exclusive right to enter upon and use the land of Grantor in the County of Riverside,  
13 State of California, described as portion of Assessor's Parcel Numbers 167-232-001  
14 and 167-232-002, shown on Attachment "1", attached hereto ("Property"), and made a  
15 part hereof, for all purposes necessary to facilitate and accomplish the construction of  
16 the Jurupa Road Grade Separation Project ("Project"). Grantor shall not unreasonably  
17 interfere with the rights granted to the County herein. It is understood that the County  
18 may enter upon the TCA Area, as defined in Section 2 of this Agreement, where  
19 appropriate or designated for the purpose of getting equipment to and from the TCA  
20 Area. County agrees not to damage the TCA Area in the process of performing such  
21 activities. In no event shall County be allowed to stockpile or store any of its  
22 equipment or personal property on the TCA Area.

23 2. AFFECTED PARCEL. The temporary construction access area, used  
24 during construction of the Project, referenced as Parcel No. 0060-019B consisting of  
25 approximately 0.016 acres or 862 square feet, as designated on Attachment "2,"  
26 attached hereto, and made a part hereof ("TCA Area").

27 3. TERM. The term of the Agreement and County's non-exclusive right to  
28 enter onto the TCA Area shall commence on the date of full execution of this



1 Agreement ("Effective Date") and shall expire thirty-six (36) months from the Effective  
2 Date or upon completion of said Project, whichever shall be sooner ("Term"). The  
3 Term may be extended by written approval of both Parties. During the Term or any  
4 extension thereof, Grantor shall not grant any rights to a party that may unreasonably  
5 interfere with the County's purpose under this Agreement.

6 4. CONSIDERATION. County shall pay to the order of Grantor the sum of  
7 Nine Thousand Four Hundred Fourteen Dollars (\$9,414) for the rights granted herein,  
8 including the right to enter upon and use the TCA Area in accordance with the terms  
9 hereof.

10 5. COUNTY TO PROTECT IN PLACE OR REPLACE IN KIND. Intentionally  
11 omitted.

12 6. DEBRIS REMOVED. At the termination of the period of use of TCA Area by  
13 County, but before its relinquishment to Grantor, debris generated by County's use will  
14 be removed and the surface will be graded and left in a neat condition.

15 7. HOLD HARMLESS. Grantor shall be held harmless from all claims of third  
16 persons arising from the County's use of the TCA Area permitted under this  
17 Agreement; however, this hold harmless agreement does not extend to any liability  
18 arising from or as a consequence of the presence of hazardous waste on the Property.

19 8. OWNERSHIP. Grantor hereby warrants that they are the owners of the  
20 Property and that they have the right to grant County permission to enter upon and use  
21 the Property.

22 9. ENTIRE AGREEMENT. This Agreement is the result of negotiations between  
23 the parties hereto. This Agreement is intended by the parties as a final expression of  
24 their understanding with respect to the matters herein and is a complete and exclusive  
25 statement of the terms and conditions thereof. This Agreement supersedes any and all  
26 other prior agreements or understandings, oral or written, in connection therewith. No  
27 provision contained herein shall be construed against the County solely because it  
28 provided or prepared this Agreement.

1       10. MODIFICATIONS IN WRITING. This Agreement shall not be changed,  
2 modified, or amended except upon the written consent of the parties hereto.

3       11. SUCCESSORS AND ASSIGNS. Grantor, its assigns and successors in  
4 interest, shall be bound by all the terms and conditions contained in this Agreement,  
5 and all the parties thereto shall be jointly and severally liable thereunder.

6       12. TITLES AND HEADINGS. Titles and headings to articles, paragraphs or  
7 subparagraphs herein are for the purpose of convenience and reference only, and shall  
8 in no way limit, define or otherwise affect the provisions of this Agreement.

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

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

18                               (SIGNATURE PROVISIONS ON FOLLOWING PAGE;  
19                               REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

20  
21  
22  
23  
24  
25  
26  
27  
28



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

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

Dated: 3-26-20

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

GRANTOR:  
MMMSE HILL, L.P., a California limited  
partnership

By: *V.M. Lopez*  
Chairman  
Board of Supervisors

*By: Arduriano Holdings, LLC, a CA  
LLC Its: General Partner*  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
*ITSMANINAGOTZ*

ATTEST:  
Kecia R. Harper  
Clerk of the Board

By: *Kecia Harper*  
Deputy

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

By: *Thomas Oh*  
Thomas Oh  
Deputy County Counsel

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

3  
4 Dated: 3-26-20

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

9 By: \_\_\_\_\_  
10 Chairman  
11 Board of Supervisors

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

15 By: \_\_\_\_\_  
16 Deputy

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

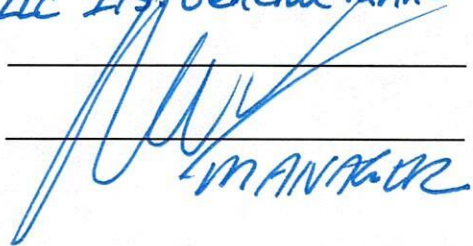
20  
21 By: \_\_\_\_\_  
22 Thomas Oh  
23 Deputy County Counsel  
24  
25  
26  
27  
28

GRANTOR:  
MMMSE HILL, L.P., a California limited  
partnership

By: *Arcturian Holdings, LLC, a  
CA LLC Its; General Partner*

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

Its: \_\_\_\_\_



*MANA...*



ATTACHMENT "1"  
AERIAL MAP AND

ASSESSOR'S PLAT MAP

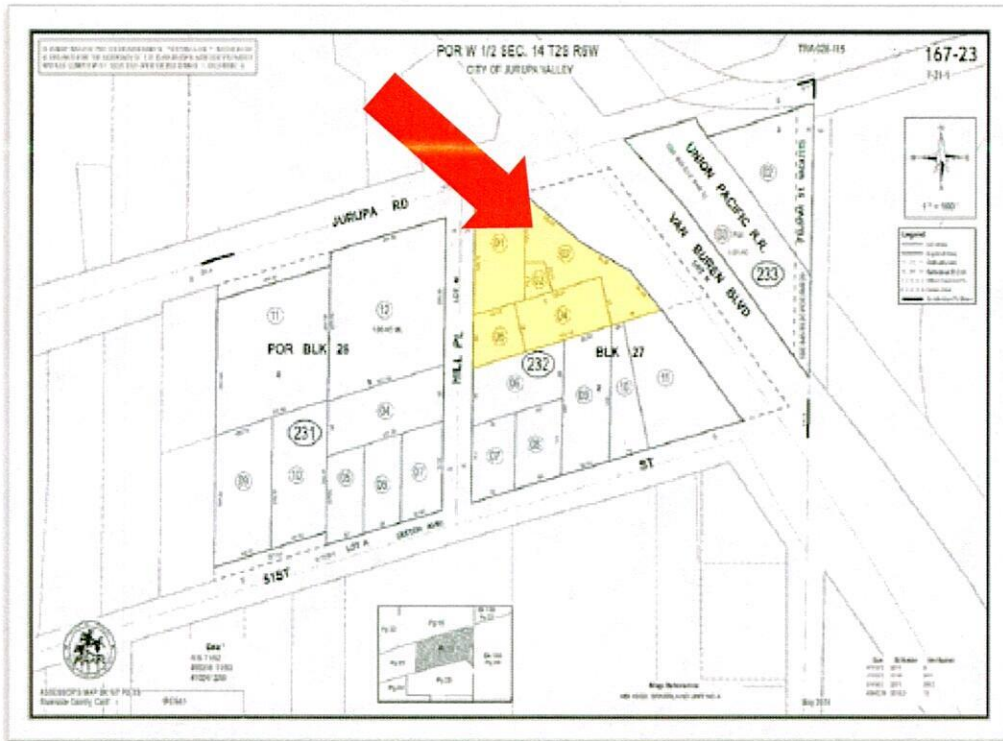
(the Yellow represents the Larger Parcel (APN's 167-232-001, 167-232-002, 167-232-003, 167-232-004 and 167-232-005;

The red arrow represents the portions of the Larger Parcel needed

For the Project (APN's 167-232-001 and 167-232-002)

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

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



ATTACHMENT "2"

TEMPORARY CONSTRUCTION ACCESS AREA

LEGAL DESCRIPTION AND PLAT MAP

Parcel No. 0060-019B

1. A portion of Assessor's Parcel Numbers 167-232-001 and 167-232-002 in favor of the County

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



1  
2  
3 EXHIBIT "A"  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT  
0060-019B

4 AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, BEING A  
5 PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY QUITCLAIM DEED  
6 RECORDED NOVEMBER 2, 2016, LYING WITHIN LOT 1, BLOCK 27, AS SHOWN BY  
7 A MAP OF "SPARRLAND UNIT Nº 4" ON FILE IN BOOK 15, PAGE 33 OF MAPS, BOTH  
8 OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA,  
9 IN SECTION 14, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO  
10 MERIDIAN, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF  
11 CALIFORNIA, DESCRIBED AS FOLLOWS:

12 **COMMENCING** AT THE INTERSECTION OF THE CENTERLINE OF HILL PLACE  
13 (25.00 FOOT EASTERLY HALF-WIDTH) AND THE CENTERLINE OF JURUPA ROAD,  
14 AS SHOWN BY SAID "SPARRLAND UNIT NO. 4," MAP;

15 THENCE SOUTH 00°38'51" WEST ALONG SAID CENTERLINE OF HILL PLACE, A  
16 DISTANCE OF 68.78 FEET;

17 THENCE SOUTH 00°38'51" WEST, A DISTANCE OF 25.00 FEET TO THE EASTERLY  
18 RIGHT-OF-WAY LINE OF SAID HILL PLACE AND THE **TRUE POINT OF BEGINNING**;

19 THENCE NORTH 74°45'48" EAST, PARALLEL WITH AND DISTANT 73.00 FEET  
20 SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF  
21 JURUPA ROAD, A DISTANCE OF 88.27 FEET TO THE BEGINNING OF A TANGENT  
22 CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 74.00 FEET;

23 THENCE EASTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL  
24 ANGLE OF 18°01'25", AN ARC DISTANCE OF 23.28 FEET;

25 THENCE SOUTH 87°12'47" EAST, A DISTANCE OF 21.21 FEET TO THE  
26 SOUTHWESTERLY RIGHT-OF-WAY LINE OF VAN BUREN BOULEVARD (VARIABLE  
27 SOUTHWESTERLY HALF-WIDTH), AS DESCRIBED BY DEED BOOK 1694, PAGE  
28 400, RECORDED FEBRUARY 16, 1955, SAID OFFICIAL RECORDS;

THENCE SOUTH 53°03'58" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY  
LINE, A DISTANCE OF 8.91 FEET;

THENCE NORTH 87°12'47" WEST, A DISTANCE OF 28.58 FEET TO THE BEGINNING  
OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 69.00 FEET;

THENCE WESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL  
ANGLE OF 18°01'25", AN ARC DISTANCE OF 21.71 FEET TO A LINE PARALLEL WITH  
AND DISTANT 78.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO,  
SAID CENTERLINE OF JURUPA ROAD;

THENCE SOUTH 74°45'48" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF  
89.69 FEET RETURNING TO SAID EASTERLY RIGHT-OF-WAY LINE;

THENCE NORTH 00°38'51" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A  
DISTANCE OF 5.20 FEET TO THE **TRUE POINT OF BEGINNING**

PARCEL CONTAINS 862 SQUARE FEET OR 0.016 ACRES MORE OR LESS

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

EXHIBIT "A"  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT  
0060-019B

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



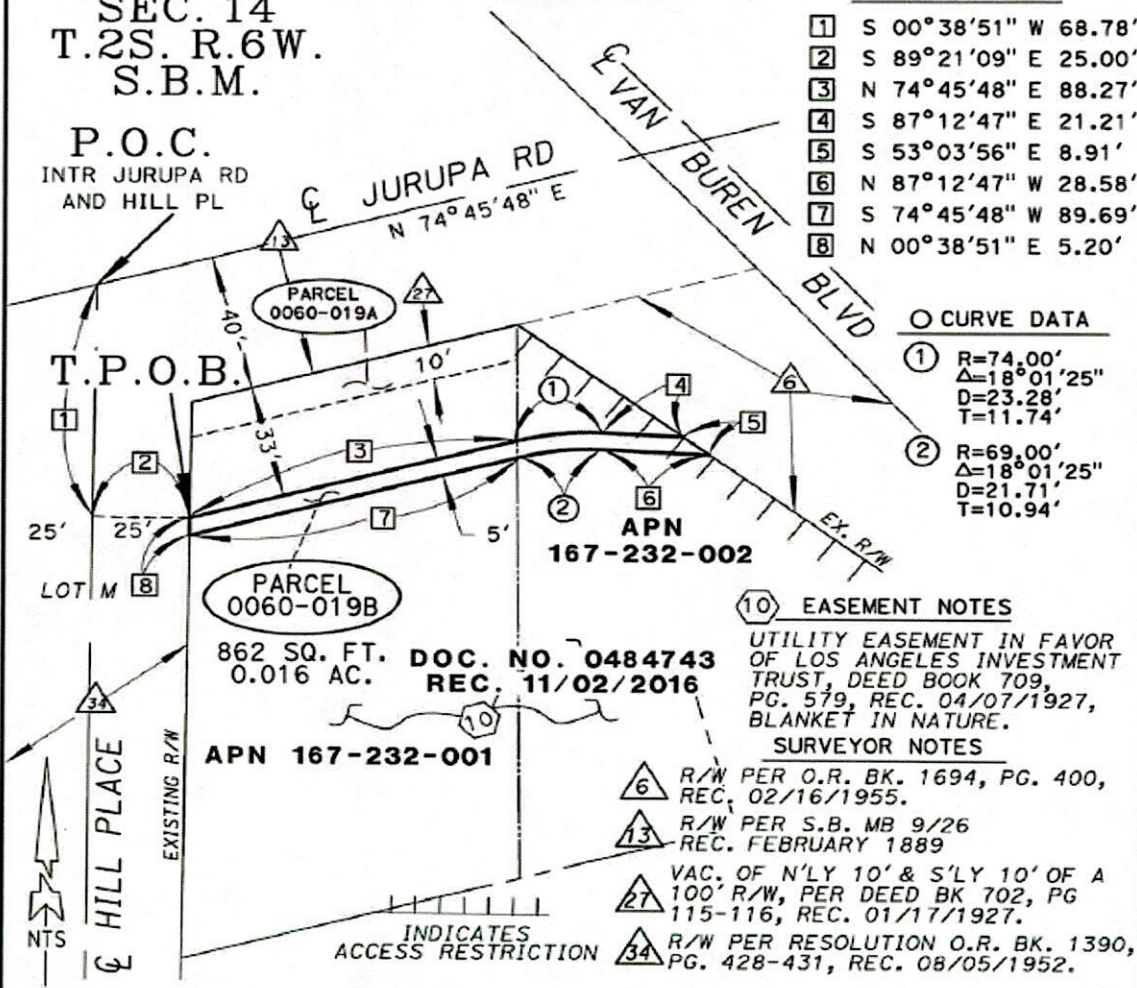
8/29/2019  
DATED:



**EXHIBIT "B"**  
 TEMPORARY CONSTRUCTION EASEMENT  
 (0060-019B)

SEC. 14  
 T.2S. R.6W.  
 S.B.M.

P.O.C.  
 INTR JURUPA RD  
 AND HILL PL



□ LINE DATA

- ① S 00°38'51" W 68.78'
- ② S 89°21'09" E 25.00'
- ③ N 74°45'48" E 88.27'
- ④ S 87°12'47" E 21.21'
- ⑤ S 53°03'56" E 8.91'
- ⑥ N 87°12'47" W 28.58'
- ⑦ S 74°45'48" W 89.69'
- ⑧ N 00°38'51" E 5.20'

○ CURVE DATA

- ① R=74.00'  
 $\Delta=18^{\circ}01'25"$   
 D=23.28'  
 T=11.74'
- ② R=69.00'  
 $\Delta=18^{\circ}01'25"$   
 D=21.71'  
 T=10.94'

⑩ EASEMENT NOTES

UTILITY EASEMENT IN FAVOR OF LOS ANGELES INVESTMENT TRUST, DEED BOOK 709, PG. 579, REC. 04/07/1927, BLANKET IN NATURE.  
 SURVEYOR NOTES

- ⑥ R/W PER O.R. BK. 1694, PG. 400, REC. 02/16/1955.
- ⑬ R/W PER S.B. MB 9/26 REC. FEBRUARY 1889
- ⑳ VAC. OF N'LY 10' & S'LY 10' OF A 100' R/W, PER DEED BK 702, PG 115-116, REC. 01/17/1927.
- ⑳ R/W PER RESOLUTION O.R. BK. 1390, PG. 428-431, REC. 08/05/1952.

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.: 0060-019B	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: NWC	
DATE: AUGUST, 2019	
SHEET 1 OF 1	APPROVED BY: <i>Timothy F. Rayburn</i> DATE: 8/29/2019



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



1 PROJECT: Jurupa Road Grade Separation Project  
2 PARCEL: 0060-019A  
3 LARGER PARCEL APN's: 167-232-001, 167-232-002, 167-  
4 232-003, 167-232-004, and 167-232-005  
5 AFFECTED APNs: 167-232-001 and 167-232-002 portions)  
6

7 **RIGHT OF WAY ACQUISITION AGREEMENT**

8 This Right of Way Acquisition Agreement, ("Agreement"), is made by and  
9 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California  
10 ("County"), and MMMSE HILL, L.P., a California limited partnership ("Grantor"). County  
11 and Grantor are sometimes collectively referred to as "Parties."

12 **RECITALS**

13 WHEREAS, Grantor owns that certain real property located on the southwest  
14 corner of Van Buren Boulevard and Jurupa Road (5046-5062 Hill Place) in the City of  
15 Jurupa Valley, County of Riverside, State of California, as depicted on the Aerial Map  
16 and Plat Map identified as Attachment "1," attached hereto and made a part hereof.  
17 The real property consisting of 1.19 acres or 51,826 square feet of land is improved  
18 with a 9-unit apartment complex and a vacant commercial pad and is also known as  
19 Assessor's Parcel Numbers: 167-232-001, 167-232-002, 167-232-003, 167-232-004,  
20 and 167-232-005 ("Larger Parcel");

21 WHEREAS, the portion of the Larger Parcel consists of vacant commercial land  
22 and is known as Assessor's Parcel Numbers 167-232-001 and 167-232-002  
23 ("Property");

24 WHEREAS, Grantor desires to sell to the County and the County desires to  
25 purchase a permanent easement for certain portions of the Property, for the purpose of  
26 constructing the Jurupa Road Grade Separation Project ("Project") as follows: an  
27 Easement Deed for storm drainage purposes in favor of the County of Riverside  
28 referenced as Parcel No. 0060-019A, all described on Attachment "2," attached hereto

1 and made a part hereof pursuant to the terms and conditions set forth herein ("ROW  
2 Property");

3 WHEREAS, concurrently with this Agreement, the Parties intend to enter into a  
4 Temporary Construction Access Agreement to grant County the right to temporarily  
5 use portions of the Property, as described therein, for the construction of the Project;

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

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

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

15 **ARTICLE 1. AGREEMENT**

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

18 2. Consideration. For good and valuable consideration, Grantor agrees to  
19 sell and convey to the County, and the County agrees to purchase from Grantor all of  
20 the ROW Property described herein, under the terms and conditions set forth in this  
21 Agreement. The full consideration for the ROW Property consists of the purchase  
22 price amount for the permanent easement to be acquired by the County ("Purchase  
23 Price") The Purchase Price in the amount of Four Hundred Fourteen Thousand Five  
24 Hundred Eighty-Six Dollars (\$414,586) is to be distributed to Grantor in accordance  
25 with this Agreement.

26  
27  
28

1           3. County Responsibilities:

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

13           B.     Upon the opening of Escrow, the County shall deposit the  
14 Consideration as follows:

15                     i.     Purchase Price. Deposit into Escrow the Purchase  
16 Price in the amount of Four Hundred Fourteen Thousand Five Hundred Eighty-Six  
17 Dollars (\$414,586) (the "Deposit").

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

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

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



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

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

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

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

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

15 4. Grantor Responsibilities.

16 A. Execute and acknowledge, substantially in the form attached  
17 hereto as Attachment "3" ("Deed"), an Easement Deed for storm drainage purposes in  
18 favor of the County of Riverside dated \_\_\_\_\_ identified as Parcel Number  
19 0060-019A, and deliver deed to the Escrow Holder for recordation in the Official  
20 Records of the County Recorder of Riverside County ("Official Records") upon Close of  
21 Escrow, with said Deed and the property interests granted therein free and clear of all  
22 liens, encumbrances, easements, leases (recorded or unrecorded), and taxes, except:

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

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

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

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

6                   v.     Any other taxes owed whether current or delinquent are to  
7 be made current.

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



1 C. Grantor shall indemnify, defend, protect, and hold the County of  
2 Riverside, its Agencies, Districts, Departments, their respective directors, Board of  
3 Supervisors, elected and appointed officials, employees, agents, representatives,  
4 successors, and assigns free and harmless from and against any and all claims,  
5 demands, causes of action, judgements, losses, liabilities, costs or expenses which  
6 County may suffer, sustain, incur or otherwise become subject to (either directly or  
7 indirectly) to the extent the same results from or arises out of any breach of Grantor's  
8 representations, warranties, or covenants provided in this Agreement or any action or  
9 omission by Grantor, its affiliates, agents, employees or representatives, or in  
10 connection with Grantor's ownership and operation of the ROW Property. Grantor  
11 warrants and covenants to County that Grantor owns all right, title, and interest in the  
12 ROW Property, free and clear of all liens, mortgages, encumbrances, security  
13 interests, and adverse claims, except for those set forth in Section 4(A) of Article 1,  
14 and has the right to transfer the ROW Property to County. Grantor further agrees that  
15 Grantor will defend County's rights, title, and interest in the ROW Property against the  
16 demands of anyone claiming through Grantor and any person who may lawfully claim  
17 the same.

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

## 25 **Article 2. MISCELLANEOUS**

26 1. It is mutually understood and agreed by and between the Parties hereto  
27 that the right of possession and use of the subject property by County, including the  
28 right to remove and dispose of improvements, shall commence upon the execution of



1 this Agreement by all parties. The Purchase Price includes, but is not limited to, full  
2 payment for such possession and use.

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

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

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

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

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

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

28

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

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

7  
8                   (SIGNATURE PROVISIONS ON FOLLOWING PAGE;  
9                   REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

3 Dated: 3-26-20

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

GRANTOR:  
8 MMMSE HILL, L.P., a California limited  
9 partnership

10  
11 By: [Signature]  
12 Chairman  
13 Board of Supervisors

By: [Signature]  
Its: Arcturion Holdings, LLC, a CA LLC  
General Partner  
Its: [Signature] MANA on

14 ATTEST:  
15 Kecia R. Harper  
16 Clerk of the Board

17 By: [Signature]  
18 Deputy

19 APPROVED AS TO FORM:  
20 Gregory P. Priamos,  
21 County Counsel

22 By: [Signature]  
23 Thomas Oh  
24 Deputy County Counsel



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

3 Dated: \_\_\_\_\_ 3/26/20

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

GRANTOR:  
8 MMMSE HILL, L.P., a California limited  
9 partnership

10 By: \_\_\_\_\_  
11 Chairman  
12 Board of Supervisors

By: Amurman Holdings, LLC, a CA  
LLC Its: General Partner

By: \_\_\_\_\_  
Its: [Signature] MANNAON

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

14 By: \_\_\_\_\_  
15 Deputy

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

19  
20 By: \_\_\_\_\_  
21 Thomas Oh  
22 Deputy County Counsel

ATTACHMENT "1"  
AERIAL MAP AND

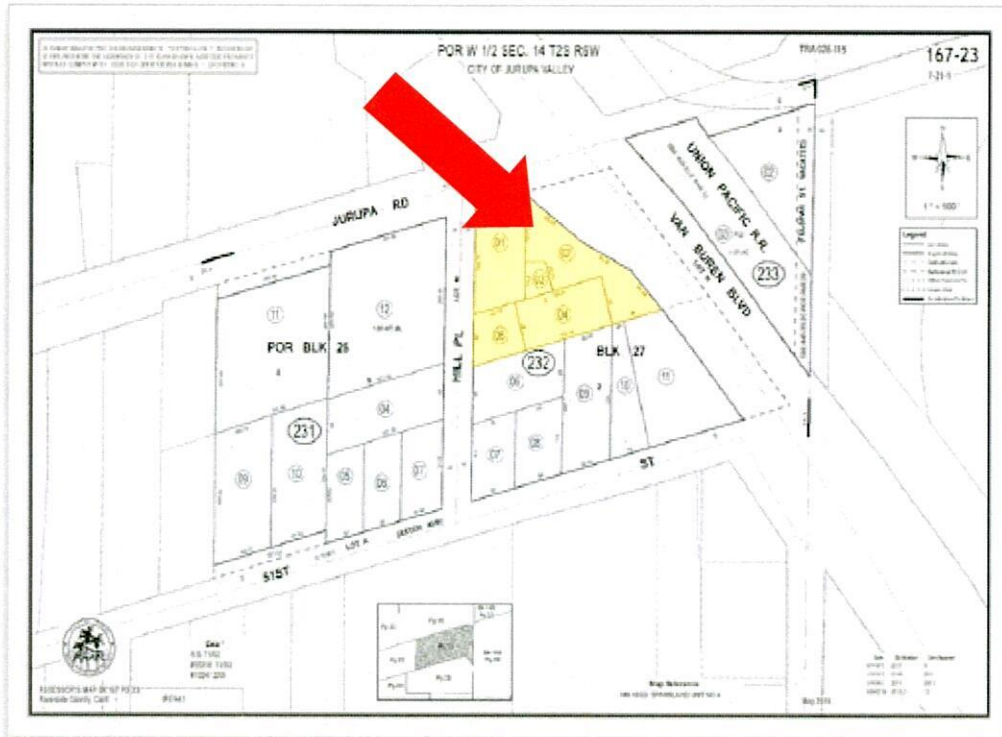
ASSESSOR'S PLAT MAP

(the Yellow represents the Larger Parcel (APN's 167-232-001, 167-232-002, 167-232-003, 167-232-004 and 167-232-005;

The red arrow represents the portions of the Larger Parcel needed  
For the Project (APN's 167-232-001 and 167-232-002)

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

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





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

ATTACHMENT "2"  
LEGAL DESCRIPTION AND PLAT MAP  
Parcel No. 0060-019A

EXHIBIT "A"  
LEGAL DESCRIPTION  
STORM DRAIN EASEMENT  
0060-019A

AN EASEMENT FOR STORM DRAIN PURPOSES, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY QUITCLAIM DEED RECORDED NOVEMBER 2, 2016, AS DOCUMENT NUMBER 2016-0484743, LYING WITHIN LOT 1, BLOCK 27, AS SHOWN BY A MAP OF "SPARRLAND UNIT N<sup>o</sup> 4" ON FILE IN BOOK 15, PAGE 33 OF MAPS, BOTH OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, IN SECTION 14, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, 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 (25.00 FOOT EASTERLY HALF-WIDTH) AND THE CENTERLINE OF JURUPA ROAD (40.00 FOOT SOUTHERLY HALF-WIDTH), AS SHOWN BY SAID "SPARRLAND UNIT N<sup>o</sup> 4," MAP;

THENCE SOUTH 00°38'51" WEST ALONG SAID CENTERLINE OF HILL PLACE, A DISTANCE OF 68.78 FEET;

THENCE SOUTH 89°21'09" EAST, A DISTANCE OF 25.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID HILL PLACE AND THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 00°38'51" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 34.31 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID JURUPA ROAD;

THENCE NORTH 74°45'48" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 88.41 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF VAN BUREN BOULEVARD (VARIABLE SOUTHWESTERLY HALF-WIDTH), AS DESCRIBED BY DEED BOOK 1694, PAGE 400, RECORDED FEBRUARY 16, 1955, SAID OFFICIAL RECORDS;

THENCE SOUTH 53°03'56" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 54.69 FEET;

THENCE NORTH 87°12'47" WEST, A DISTANCE OF 21.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 74.00 FEET;

THENCE WESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 18°01'25", AN ARC DISTANCE OF 23.28 FEET TO A LINE PARALLEL WITH AND DISTANT 73.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF JURUPA ROAD;

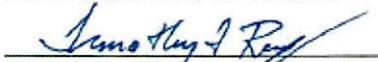
THENCE SOUTH 74°45'48" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 88.27 FEET TO THE **TRUE POINT OF BEGINNING**;

PARCEL CONTAINS 3,622 SQUARE FEET OR 0.083 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

2/20/2020  
DATED:



**EXHIBIT "B"**  
STORM DRAIN EASEMENT  
(0060-019A)

SEC. 14  
T.2S. R.6W.  
S.B.M.

P.O.C.

INTR JURUPA RD  
AND HILL PL

JURUPA RD

N 74°45'48" E

VAN BUREN BLVD

PARCEL  
0060-019A

3,622 SQ. FT.  
0.083 AC.

APN  
167-232-002

T.P.O.B.

DOC. NO. 0484743  
REC. 11/02/2016

APN  
167-232-003

APN  
167-232-001

□ LINE DATA

- ① S 00°38'51" W 68.78'
- ② S 89°21'09" E 25.00'
- ③ N 00°38'51" E 34.31'
- ④ N 74°45'48" E 88.41'
- ⑤ S 53°03'56" E 54.69'
- ⑥ N 87°12'47" W 21.21'
- ⑦ S 74°45'48" W 88.27'

○ CURVE DATA

- ① R=74.00'  
Δ=18°01'25"  
D=23.28'  
T=11.74'

⑩ EASEMENT NOTES

UTILITY EASEMENT IN FAVOR  
OF LOS ANGELES INVESTMENT  
TRUST, DEED BOOK 709,  
PG. 579, REC. 04/07/1927,  
BLANKET IN NATURE.

SURVEYOR NOTES

- ⑥ R/W PER O.R. BK. 1694, PG. 400,  
REC. 02/16/1955.
- ⑬ R/W PER S.B. MB 9/26  
REC. FEBRUARY 1889
- ②7 VAC. OF N'LY 10' & S'LY 10' OF A  
100' R/W, PER DEED BK 702, PG  
115-116, REC. 01/17/1927.
- ③4 R/W PER RESOLUTION O.R. BK. 1390,  
PG. 428-431, REC. 08/05/1952.

INDICATES  
ACCESS RESTRICTION

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.: 0060-019A	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: NWC	APPROVED BY: <i>Timothy F. Rayburn</i> DATE: 2/20/2020
DATE: FEBRUARY, 2020	
SHEET 1 OF 1	





ATTACHMENT "3"

Form of Deed

(Insert Deed when approved)

- 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

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

At request of and return to:  
Department of 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 § 103)

SV:ar022620/477TR/30.087

(Space above this line for Recorder's use)

PROJECT: JURUPA ROAD GRADE SEPARATION  
PARCEL: 0060-019A  
APNs: 167-232-001 and 167-232-002 (portions)

## EASEMENT DEED

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

MMMSE HILL, L.P., a California limited partnership ("GRANTOR")

Grant(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, and its successors and assigns, an easement for flood control and drainage purposes, including but not limited to the construction, use, repair, reconstruction, inspection, operation and maintenance of storm drain facilities, and all appurtenant works, including ingress and egress thereto, over, under and across that certain real property situated in the City of Jurupa Valley, County of Riverside, State of California, as described in Exhibit "A" and shown in Exhibit "B", attached hereto and made a part hereof ("EASEMENT AREA").

GRANTOR and GRANTOR'S successors and assigns, shall have all rights and privileges as may be used and enjoyed without interfering with the use of the EASEMENT AREA by COUNTY, including, without limitation, use of the EASEMENT AREA for landscaping and surface parking; provided, however, if the EASEMENT AREA is landscaped, it shall be with ground cover and shrubs, excluding any and all trees and woody vegetation. Additionally, GRANTOR, and GRANTOR's successors and assigns, shall not erect, place, maintain or permit the erection, placement, or maintenance of any building, planter boxes, stockpiling earth fill or other structures (except walls and fences) on the EASEMENT AREA. COUNTY

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

and its contractors, agents and employees shall have free access to the EASEMENT AREA and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation, on the EASEMENT AREA, COUNTY shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation and shall replace the earth so removed by COUNTY and restore the surface of the ground to as near the same condition as existed prior to such excavation as practicable. COUNTY shall be responsible for damage caused by any act or omission of COUNTY, and its agents or employees, while exercising the rights granted herein.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of GRANTOR and COUNTY.

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

**GRANTOR:**

MMMSE HILL, L.P., a California limited partnership

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

Its: \_\_\_\_\_



EXHIBIT "A"  
LEGAL DESCRIPTION  
STORM DRAIN EASEMENT  
0060-019A

AN EASEMENT FOR STORM DRAIN PURPOSES, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY QUITCLAIM DEED RECORDED NOVEMBER 2, 2016, AS DOCUMENT NUMBER 2016-0484743, LYING WITHIN LOT 1, BLOCK 27, AS SHOWN BY A MAP OF "SPARRLAND UNIT N<sup>o</sup> 4" ON FILE IN BOOK 15, PAGE 33 OF MAPS, BOTH OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, IN SECTION 14, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, 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 (25.00 FOOT EASTERLY HALF-WIDTH) AND THE CENTERLINE OF JURUPA ROAD (40.00 FOOT SOUTHERLY HALF-WIDTH), AS SHOWN BY SAID "SPARRLAND UNIT N<sup>o</sup> 4," MAP;

THENCE SOUTH 00°38'51" WEST ALONG SAID CENTERLINE OF HILL PLACE, A DISTANCE OF 68.78 FEET;

THENCE SOUTH 89°21'09" EAST, A DISTANCE OF 25.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID HILL PLACE AND THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 00°38'51" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 34.31 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID JURUPA ROAD;

THENCE NORTH 74°45'48" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 88.41 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF VAN BUREN BOULEVARD (VARIABLE SOUTHWESTERLY HALF-WIDTH), AS DESCRIBED BY DEED BOOK 1694, PAGE 400, RECORDED FEBRUARY 16, 1955, SAID OFFICIAL RECORDS;

THENCE SOUTH 53°03'56" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 54.69 FEET;

THENCE NORTH 87°12'47" WEST, A DISTANCE OF 21.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 74.00 FEET;

THENCE WESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 18°01'25", AN ARC DISTANCE OF 23.28 FEET TO A LINE PARALLEL WITH AND DISTANT 73.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE OF JURUPA ROAD;

THENCE SOUTH 74°45'48" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 88.27 FEET TO THE **TRUE POINT OF BEGINNING**;

PARCEL CONTAINS 3,622 SQUARE FEET OR 0.083 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.

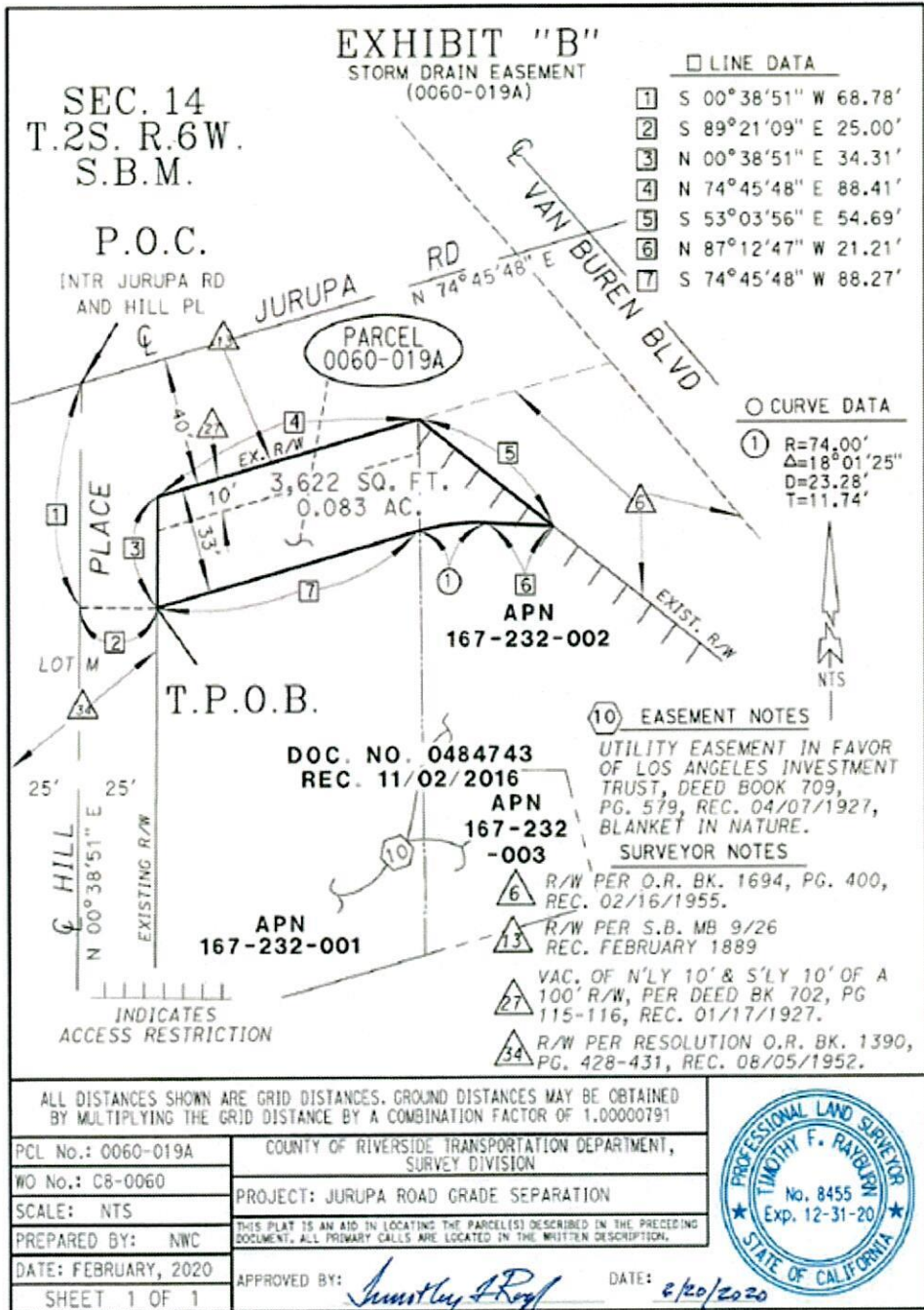
PREPARED UNDER MY SUPERVISION:

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

2/20/2020  
DATED:



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



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

**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



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

STORM DRAINAGE EASEMENT

**CERTIFICATE of ACCEPTANCE  
(GOVERNMENT CODE SECTION 27281)**

THIS IS TO CERTIFY that the interest in real property granted by the easement deed dated \_\_\_\_\_, from MMMSE HILL, L.P., a California limited partnership, to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, is hereby accepted for the purpose of vesting title in the County of Riverside on behalf of the public for storm drainage purposes, and subject to improvements in accordance with County standards, will be included into the County Maintained Road System 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: \_\_\_\_\_, Deputy