

RECORDING REQUESTED BY
Mike Story, City Administrator
City of Rialto, California

WHEN RECORDED RETURN TO:
Mike Story
City Administrator
CITY OF RIALTO
335 W. Rialto Avenue
Rialto, CA 92376

Exempt from recording charges
under Government Code § 6103

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

PROJECT: Randall Avenue Widening Project
City Project No. 140809
APNs: 0132-011-17

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

PROJECT: Randall Avenue Widening Project
City Project No. 140809
APNs: 0132-011-17

This **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** is hereby made this 26 day of October, 2017, by and between the **City of Rialto, a California municipal corporation**, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, hereinafter designated as the "City" and/or "Grantee", and **Timesha LaWanda Tucker, a Single Woman**, hereinafter designated as the "Grantor". City/Grantee and Grantor are individually referred to as "Party" and are collectively referred to as the "Parties".

RECITALS

A. Grantor owns certain vacant real property located on **545 West Randall Avenue, Rialto, CA 92376**, further identified by San Bernardino County Assessor Parcel No. **(0132-011-17)** ("Property").

B. Grantee desires to obtain from Grantor a temporary construction easement over a portion of the Property, and Grantor hereby agrees to authorize Grantee to enter, for a limited duration and term subject to the conditions herein in this Agreement, a portion of the Property as described on the attached legal description, referenced as Exhibit "A", and shown on the attached map, referenced as Exhibit "B", ("Easement Area"), which are attached hereto and incorporated herein by reference.

C. The parties desire by this Agreement to provide the terms and conditions for the Grantee's acquisition from Grantor of a Temporary Construction Easement, as defined below, over the Easement Area.

AGREEMENT

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants to City the right to enter upon and use Grantor's Property in the City of Rialto, San Bernardino County, State of California, described as Assessor's Parcel Number **0132-011-17** for all purposes necessary to facilitate and accomplish the construction and installation of various public street improvements ("Temporary Construction Easement") associated with the Alder Avenue Widening, City Project 140809 ("Project").
2. The Temporary Construction Easement, used during construction of the Project consists of approximately **211** square feet as described on the attached legal description, referenced as Exhibit "A", and shown on the attached map, referenced as Exhibit "B" (hereinafter the "Easement Area").
3. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the Easement Area by the Grantee, including the right to remove and dispose of improvements, shall commence on December 1, 2017 or the close of escrow controlling this transaction, whichever occurs first, and the amount shown in Section 15 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date. Temporary Construction Easement will expire on December 1, 2019. Upon the City's recordation of a Notice of Completion for the Project with the San Bernardino County Recorder's Office, the Temporary Construction Easement granted herein shall be automatically surrendered by Grantee, and Grantee's interests thereto shall be automatically reverted to Grantor as if quitclaimed by Grantee, and shall no longer represent any title interest of or to Grantor's Property. Nevertheless, if requested by Grantor following such termination, City will execute a quitclaim deed confirming such termination.
4. The rights granted herein include the right to enter upon and to pass and repass over and along the Easement Area, and to deposit tools, implements and other materials thereon by City, or its successors and assigns, its officers, agents and employees, and by persons or entities under contract with City, its successors and assigns, wherever and whenever necessary for the purpose of completing the Project in accordance with applicable laws. The City's activities may involve surveying, staking, excavation, grading, and other related uses that are reasonably required to construct the Project. City agrees not to damage Grantor's property in the process of performing such activities. At all times during the term of this Agreement (and during construction of the Project), Grantor's property will remain accessible for Grantor's ingress and egress.
5. At the termination of the period of use of Grantor's land by City, but before its relinquishment to Grantor, debris generated by City's use will be removed and the surface will be graded, if applicable, and left in a neat condition.

6. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

To Grantor:

Timesha Tucker
545 West Randall Avenue
Rialto, CA 92376

To Grantee:

City of Rialto
City Administrator
150 S. Palm Avenue
Rialto, CA 92376

With copy to:

City of Rialto
Public Works Department
335 W. Rialto Avenue
Rialto, CA 92376

7. To the extent permitted by law, City (or its contractor) shall indemnify, defend and hold harmless Grantor from all losses, liabilities, costs, damages, expenses, causes of action, suits, claims or judgments, including attorney's fees and costs, (collectively, "Claims") arising directly out of or in connection with any act or omission of City, its employees, representatives, agents, suppliers or subcontractors, pursuant to this Agreement or otherwise, provided, however, that the foregoing duty to defend, indemnify and hold harmless the Grantor from and against any Claims shall not apply to any Claims (a) arising from the negligence or intentional misconduct of Grantor.
8. Grantor hereby warrants that they are the owners of the Property described above and that they have the right to grant City, its successors or assigns, permission to enter upon and use the Easement Area.
9. This Agreement is the result of negotiations between the Parties hereto. This Agreement is intended by the Parties as a final expression of their understanding with respect to the matters herein, and is a complete and exclusive statement of the terms and conditions thereof.
10. This Agreement shall not be changed, modified, or amended except upon the written consent of the parties hereto.
11. This Agreement supersede any and all other prior agreements or understandings, oral or written, in connection therewith.
12. Grantors, their assigns and successors in interest, shall be bound by all the terms and conditions contained in this Agreement, and all the Parties thereto shall be jointly and severally liable thereunder in accordance with Civil Code Section 1468.
13. City shall pay to Grantor the total sum of **Seven Hundred Fifty Dollars and Zero Cents (\$750.00)** (the "Rental Price"), for the right to enter upon and use Grantor's land in accordance with the terms hereof. Grantor hereby expressly and

unconditionally waives any and all claims for damages, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable precondemnation conduct, or any other compensation or benefits, other than for payment of the Rental Price, it being understood that the Rental Price constitutes complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever, whether known or unknown as of the date of this Agreement, relating to or in connection with the Temporary Construction Easement or any other rights granted under this Agreement. Payment shall be made within thirty (30) days after execution of this Agreement.

Grantor hereby acknowledges that it has been advised by its attorney and is familiar with the provisions of California Civil Code section 1542, which provides as follows:

"A general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

By signing below, Grantor acknowledges that it may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Grantor hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights which it may have under California Civil Code section 1542, or under any statute or common law or equitable principal of similar effect, except as set forth in this Section 13.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this Agreement to be executed the day and year first above written.

GRANTOR

Timesha LaWanda Tucker, a Single Woman

By: 

Timesha LaWanda Tucker

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 San Bernardino)

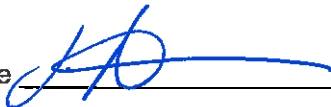
On October 26, 2017 before me, J. Andrews, A Notary Public
(insert name and title of the officer)

personally appeared Timesha LaWanda Tucker
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in
his/her/their authorized capacity(~~ies~~), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



(Seal)



ALL-PURPOSE 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 _____

County of _____

On _____ before me, _____,
Date Name, Title of Officer

personally appeared _____

NAME(S) OF SIGNER(S)

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 signatures(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 identified herein, that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature of Notary

GRANTEE
CITY OF RIALTO, CALIFORNIA

✓

By _____
Mike Story
City Administrator

ATTEST:

By _____
Barbara A. McGee
City Clerk

APPROVED AS TO FORM:

By _____
Fred Galante, Esq.
City Attorney

Exhibit "A"
Temporary Construction Easement Legal Description

(SEE ATTACHED)

EXHIBIT "A"
CITY OF RIALTO
Temporary Construction Easement

APN: 0132-011-17

Legal Description:

That portion of Lot 12, Tract 3598, in the City of Rialto, County of San Bernardino, State of California as per map recorded in Book 47, Page 31 of Maps in the office of the county Recorder of said County and being more particularly described by metes and bounds as follow;

Beginning at the northeast corner of said Lot 12, said point being the True Point of Beginning;

Thence from said True Point of Beginning S00°29'51"E 15.00' along the east line of said Lot 12 to a point a point 45.00' southerly from, when measured at right angles to the centerline of Randall Avenue;

Thence departing from said east line S89°35'23"W 6.16' parallel with the centerline of Randall Avenue;

Thence N68°36'31"W 9.73';

Thence N00°24'37"W 11.39' to a point on the south right of way line of said Randall Avenue


Thence N89°35'23"E 15.18' along said south line to the True Point of Beginning.

Containing 211 square feet more or less.

Bearings used herein are based on the California State Plane Coordinate System, CCS83, Zone 5. All distances are ground distances.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.

Prepared by me or under my direction.


TERRY FLETCHER LS 5834

My Registration Expires 09-30-2018

9/21/2017
DATE

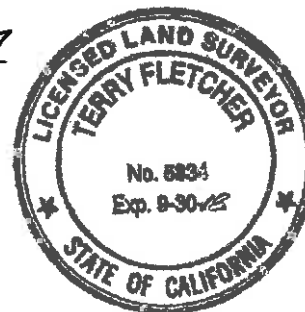
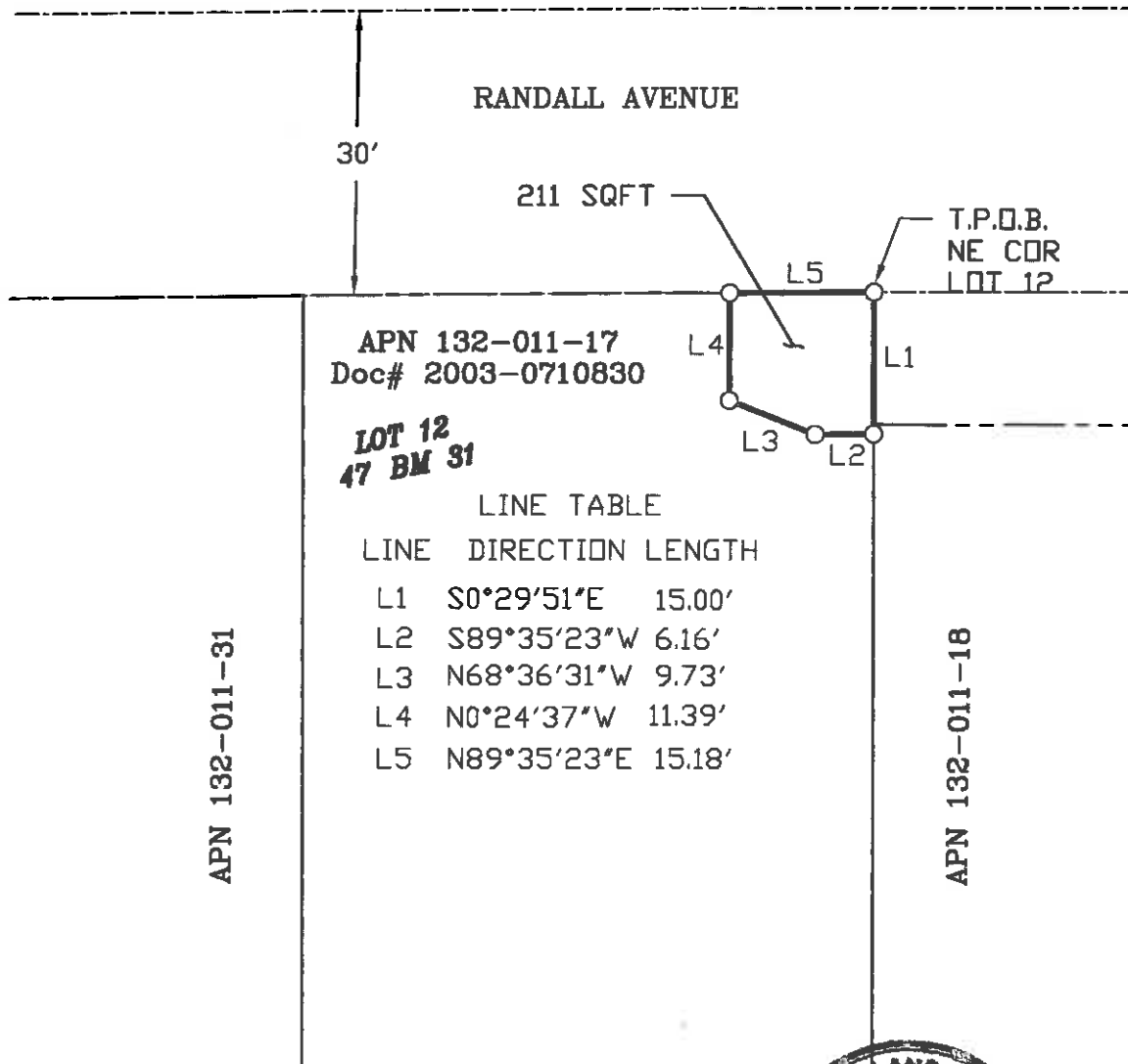


Exhibit "B"
Temporary Construction Easement Map

(SEE ATTACHED)

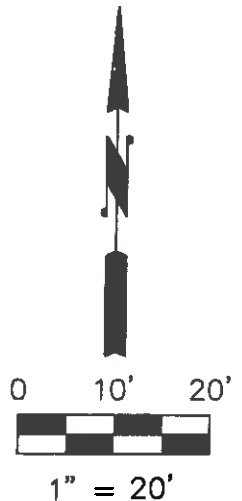
EXHIBIT "B"

Temporary Construction Easement



LEGEND

- ROAD CENTERLINE
- EXISTING RIGHT OF WAY
- o DIMENSION POINT
- T.P.O.B. TRUE POINT OF BEGINNING



BASIS OF BEARINGS:

CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE 5. ALL DISTANCES ARE GROUND DISTANCES

DOKKEN
ENGINEERING
110 BLUE RAVINE ROAD, SUITE 200
FOLSOM, CA 95630
(916)858-0642

RANDALL AVENUE

CITY OF RIALTO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

DATE: 9/21/2017

APN: 132-011-17

CHECKED BY: TF

PREPARED BY: LG

SHEET 1 OF 1

OWNER: Timesha LaWanda Tucker

RECORDING REQUESTED BY
Mike Story, City Administrator
City of Rialto, California

WHEN RECORDED RETURN TO:
Mike Story
City Administrator
CITY OF RIALTO
335 W. Rialto Avenue
Rialto, CA 92376

Exempt from recording charges
under Government Code § 6103

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

PROJECT: Randall Avenue Widening Project
City Project No. 140809
APNs: 0132-011-17

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

PROJECT: Randall Avenue Widening Project
City Project No. 140809
APNs: 0132-011-17

This **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** is hereby made this ____ day of October 24, 2017, by and between the **City of Rialto, a California municipal corporation**, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, hereinafter designated as the "City" and/or "Grantee", and **Timesha LaWanda Tucker, a Single Woman**, hereinafter designated as the "Grantor". City/Grantee and Grantor are individually referred to as "Party" and are collectively referred to as the "Parties".

RECITALS

A. Grantor owns certain vacant real property located on **545 West Randall Avenue, Rialto, CA 92376**, further identified by San Bernardino County Assessor Parcel No. **(0132-011-17)** ("Property").

B. Grantee desires to obtain from Grantor a temporary construction easement over a portion of the Property, and Grantor hereby agrees to authorize Grantee to enter, for a limited duration and term subject to the conditions herein in this Agreement, a portion of the Property as described on the attached legal description, referenced as Exhibit "A", and shown on the attached map, referenced as Exhibit "B", ("Easement Area"), which are attached hereto and incorporated herein by reference.

C. The parties desire by this Agreement to provide the terms and conditions for the Grantee's acquisition from Grantor of a Temporary Construction Easement, as defined below, over the Easement Area.

AGREEMENT

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants to City the right to enter upon and use Grantor's Property in the City of Rialto, San Bernardino County, State of California, described as Assessor's Parcel Number **0132-011-17** for all purposes necessary to facilitate and accomplish the construction and installation of various public street improvements ("Temporary Construction Easement") associated with the Alder Avenue Widening, City Project 140809 ("Project").
2. The Temporary Construction Easement, used during construction of the Project consists of approximately **211** square feet as described on the attached legal description, referenced as Exhibit "A", and shown on the attached map, referenced as Exhibit "B" (hereinafter the "Easement Area").
3. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the Easement Area by the Grantee, including the right to remove and dispose of improvements, shall commence on December 1, 2017 or the close of escrow controlling this transaction, whichever occurs first, and the amount shown in Section 15 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date. Temporary Construction Easement will expire on December 1, 2019. Upon the City's recordation of a Notice of Completion for the Project with the San Bernardino County Recorder's Office, the Temporary Construction Easement granted herein shall be automatically surrendered by Grantee, and Grantee's interests thereto shall be automatically reverted to Grantor as if quitclaimed by Grantee, and shall no longer represent any title interest of or to Grantor's Property. Nevertheless, if requested by Grantor following such termination, City will execute a quitclaim deed confirming such termination.
4. The rights granted herein include the right to enter upon and to pass and repass over and along the Easement Area, and to deposit tools, implements and other materials thereon by City, or its successors and assigns, its officers, agents and employees, and by persons or entities under contract with City, its successors and assigns, wherever and whenever necessary for the purpose of completing the Project in accordance with applicable laws. The City's activities may involve surveying, staking, excavation, grading, and other related uses that are reasonably required to construct the Project. City agrees not to damage Grantor's property in the process of performing such activities. At all times during the term of this Agreement (and during construction of the Project), Grantor's property will remain accessible for Grantor's ingress and egress.
5. At the termination of the period of use of Grantor's land by City, but before its relinquishment to Grantor, debris generated by City's use will be removed and the surface will be graded, if applicable, and left in a neat condition.

6. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

To Grantor:

Timesha Tucker
545 West Randall Avenue
Rialto, CA 92376

To Grantee:

City of Rialto
City Administrator
150 S. Palm Avenue
Rialto, CA 92376

With copy to:

City of Rialto
Public Works Department
335 W. Rialto Avenue
Rialto, CA 92376

7. To the extent permitted by law, City (or its contractor) shall indemnify, defend and hold harmless Grantor from all losses, liabilities, costs, damages, expenses, causes of action, suits, claims or judgments, including attorney's fees and costs, (collectively, "Claims") arising directly out of or in connection with any act or omission of City, its employees, representatives, agents, suppliers or subcontractors, pursuant to this Agreement or otherwise, provided, however, that the foregoing duty to defend, indemnify and hold harmless the Grantor from and against any Claims shall not apply to any Claims (a) arising from the negligence or intentional misconduct of Grantor.
8. Grantor hereby warrants that they are the owners of the Property described above and that they have the right to grant City, its successors or assigns, permission to enter upon and use the Easement Area.
9. This Agreement is the result of negotiations between the Parties hereto. This Agreement is intended by the Parties as a final expression of their understanding with respect to the matters herein, and is a complete and exclusive statement of the terms and conditions thereof.
10. This Agreement shall not be changed, modified, or amended except upon the written consent of the parties hereto.
11. This Agreement supersede any and all other prior agreements or understandings, oral or written, in connection therewith.
12. Grantors, their assigns and successors in interest, shall be bound by all the terms and conditions contained in this Agreement, and all the Parties thereto shall be jointly and severally liable thereunder in accordance with Civil Code Section 1468.
13. City shall pay to Grantor the total sum of **Seven Hundred Fifty Dollars and Zero Cents (\$750.00)** (the "Rental Price"), for the right to enter upon and use Grantor's land in accordance with the terms hereof. Grantor hereby expressly and

unconditionally waives any and all claims for damages, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable precondemnation conduct, or any other compensation or benefits, other than for payment of the Rental Price, it being understood that the Rental Price constitutes complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever, whether known or unknown as of the date of this Agreement, relating to or in connection with the Temporary Construction Easement or any other rights granted under this Agreement. Payment shall be made within thirty (30) days after execution of this Agreement.

Grantor hereby acknowledges that it has been advised by its attorney and is familiar with the provisions of California Civil Code section 1542, which provides as follows:

"A general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

By signing below, Grantor acknowledges that it may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Grantor hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights which it may have under California Civil Code section 1542, or under any statute or common law or equitable principal of similar effect, except as set forth in this Section 13.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this Agreement to be executed the day and year first above written.

GRANTOR

Timesha LaWanda Tucker, a Single Woman

By: Timesha Tucker
Timesha LaWanda Tucker

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 San Bernardino)

On October 26, 2017 before me, J. Andrews, A Notary Public
(insert name and title of the officer)

personally appeared Timesha LaWanda Tucker
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~-
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
his/~~her~~/their authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 

(Seal)



ALL-PURPOSE 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 _____

County of _____

On _____ before me, _____,
Date Name, Title of Officer

personally appeared _____

NAME(S) OF SIGNER(S)

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 signatures(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 identified herein, that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature of Notary

**GRANTEE
CITY OF RIALTO, CALIFORNIA**

By _____
Mike Story
City Administrator

✓

ATTEST:

By _____
Barbara A. McGee
City Clerk

APPROVED AS TO FORM:

By _____
Fred Galante, Esq.
City Attorney

Exhibit "A"
Temporary Construction Easement Legal Description

(SEE ATTACHED)

EXHIBIT "A"
CITY OF RIALTO
Temporary Construction Easement

APN: 0132-011-17

Legal Description:

That portion of Lot 12, Tract 3598, in the City of Rialto, County of San Bernardino, State of California as per map recorded in Book 47, Page 31 of Maps in the office of the county Recorder of said County and being more particularly described by metes and bounds as follow;

Beginning at the northeast corner of said Lot 12, said point being the True Point of Beginning;

Thence from said True Point of Beginning S00°29'51"E 15.00' along the east line of said Lot 12 to a point a point 45.00' southerly from, when measured at right angles to the centerline of Randall Avenue;

Thence departing from said east line S89°35'23"W 6.16' parallel with the centerline of Randall Avenue;

Thence N68°36'31"W 9.73';

Thence N00°24'37"W 11.39' to a point on the south right of way line of said Randall Avenue

Thence N89°35'23"E 15.18' along said south line to the True Point of Beginning.

Containing 211 square feet more or less.

Bearings used herein are based on the California State Plane Coordinate System, CCS83, Zone 5. All distances are ground distances.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.

Prepared by me or under my direction.


TERRY FLETCHER LS 5834

My Registration Expires 09-30-2018

9/21/2017
DATE

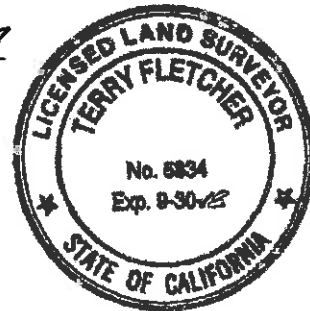
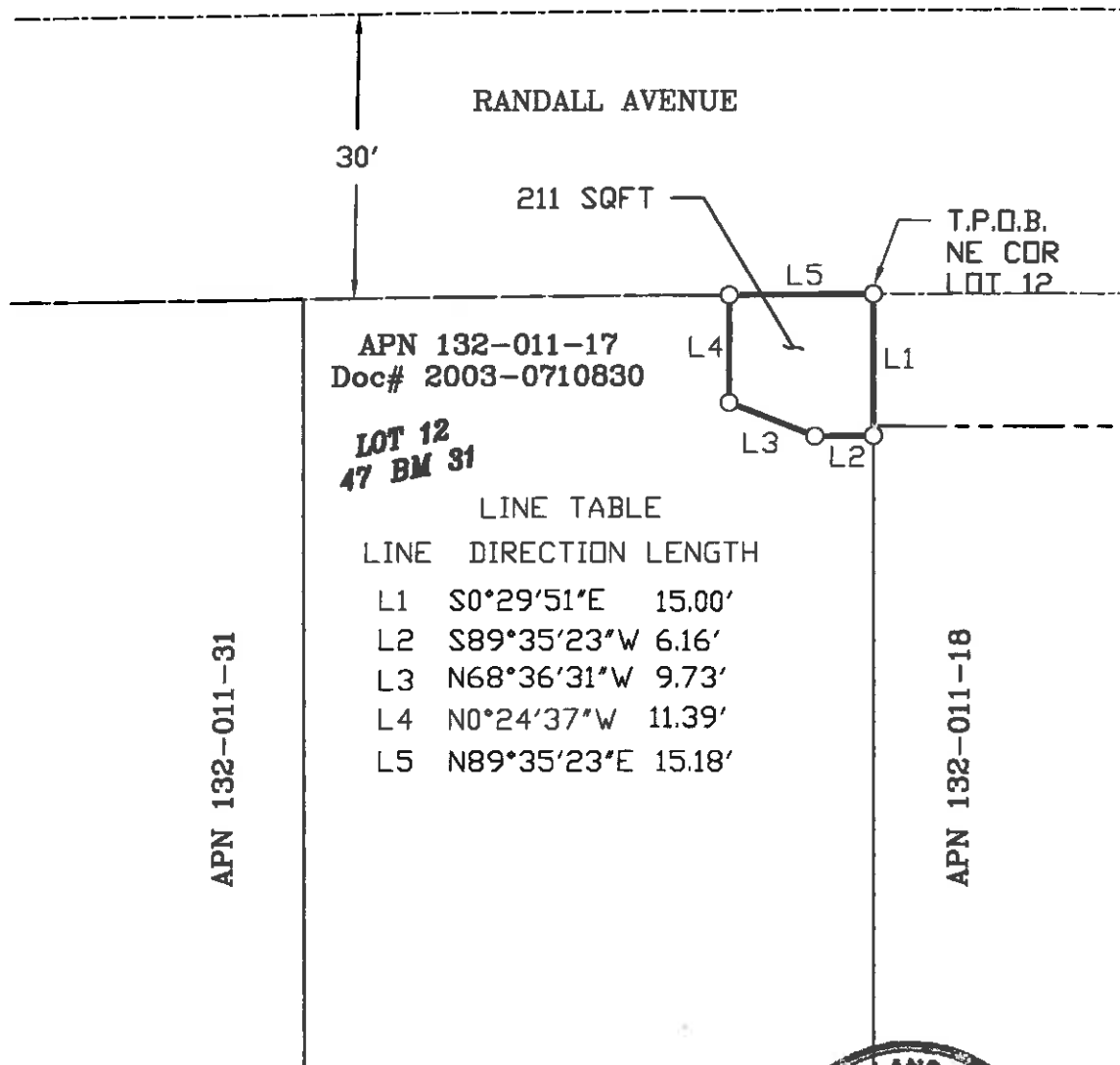


Exhibit "B"
Temporary Construction Easement Map

(SEE ATTACHED)

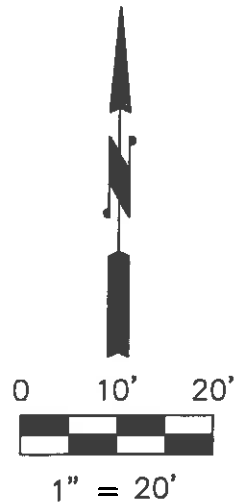
EXHIBIT "B"

Temporary Construction Easement




LEGEND

- ROAD CENTERLINE
- - - - - EXISTING RIGHT OF WAY
- o DIMENSION POINT
- T.P.O.B. TRUE POINT OF BEGINNING



BASIS OF BEARINGS:
CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE 5. ALL DISTANCES ARE GROUND DISTANCES

 DOKKEN ENGINEERING 110 BLUE RAVINE ROAD, SUITE 200 FOLSOM, CA 95630 (916)858-0642	RANDALL AVENUE		DATE: 9/21/2017
	CITY OF RIALTO		APN: 132-011-17
	COUNTY OF SAN BERNARDINO		
	STATE OF CALIFORNIA		SHEET 1 OF 1
	CHECKED BY: TF	PREPARED BY: LG	
OWNER: Timesha LaWanda Tucker			

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City Engineer
City of Rialto
335 W. Rialto Ave.
Rialto, CA 92376

Exempt from recording charges
under Government Code § 6103

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

PROJECT: Randall Avenue Widening Project

City Project No. 140809

APNs: 0132-011-17

TEMPORARY CONSTRUCTION EASEMENT

For a valuable consideration receipt of which is hereby acknowledged, **Timesha LaWanda Tucker, a Single Woman** ("Grantor") hereby grants unto **City of Rialto, a California municipal corporation**, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, ("City" and/or "Grantee"), its successors and assigns, the exclusive right, on a temporary basis, to enter and utilize certain real property in the City of Rialto, County of San Bernardino, State of California described in **Exhibit "A"** and depicted in **Exhibit "B"**, attached hereto and made part hereof (the "**Property**").

This TEMPORARY CONSTRUCTION EASEMENT is for the purpose of constructing the **Randall Avenue Widening Project**, a public project (the "**Project**"), and gives City, its successors and assigns, including City's contractor(s), the power to perform all activities necessary for the construction and completion of the Project, inclusive of ingress and egress, and necessary appurtenances thereto, in, over, across, along, through and under the Property.

It is understood that said TEMPORARY CONSTRUCTION EASEMENT shall expire on December 1, 2019. At the expiration of the Temporary Construction Easement, City shall restore the easement area to a condition substantially the same condition as existed before construction to the extent feasible, unless otherwise agreed to by the Grantor.

Executed this 26 day of October, 2017

GRANTOR:

Timesha LaWanda Tucker, a Single Woman

By: Timesha Tucker
Timesha LaWanda Tucker

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 San Bernardino)

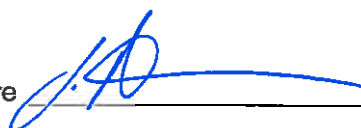
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(insert name and title of the officer)

personally appeared Timesha LaWanda Tucker,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



(Seal)



ALL-PURPOSE 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 _____

County of _____

On _____ before me, _____
Date Name, Title of Officer

personally appeared _____
NAME(S) OF SIGNER(S)

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 signatures(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 identified herein, that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature of Notary

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE Title or Type of Document _____
MUST BE ATTACHED
TO THE DOCUMENT Number of Pages _____ DATE of DOCUMENT _____
DESCRIBED AT RIGHT:
Signer(s) Other Than Named Above _____

Exhibit "A"

LEGAL DESCRIPTION OF THE EASEMENT AREA

EXHIBIT "A"
CITY OF RIALTO
Temporary Construction Easement

APN: 0132-011-17

Legal Description:

That portion of Lot 12, Tract 3598, in the City of Rialto, County of San Bernardino, State of California as per map recorded in Book 47, Page 31 of Maps in the office of the county Recorder of said County and being more particularly described by metes and bounds as follow;

Beginning at the northeast corner of said Lot 12, said point being the True Point of Beginning;

Thence from said True Point of Beginning S00°29'51"E 15.00' along the east line of said Lot 12 to a point a point 45.00' southerly from, when measured at right angles to the centerline of Randall Avenue;

Thence departing from said east line S89°35'23"W 6.16' parallel with the centerline of Randall Avenue;

Thence N68°36'31"W 9.73';

Thence N00°24'37"W 11.39' to a point on the south right of way line of said Randall Avenue

Thence N89°35'23"E 15.18' along said south line to the True Point of Beginning.

Containing 211 square feet more or less.

Bearings used herein are based on the California State Plane Coordinate System, CCS83, Zone 5. All distances are ground distances.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.

Prepared by me or under my direction.


TERRY FLETCHER LS 5834

My Registration Expires 09-30-2018

9/21/2017
DATE

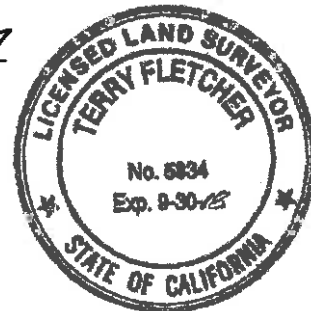
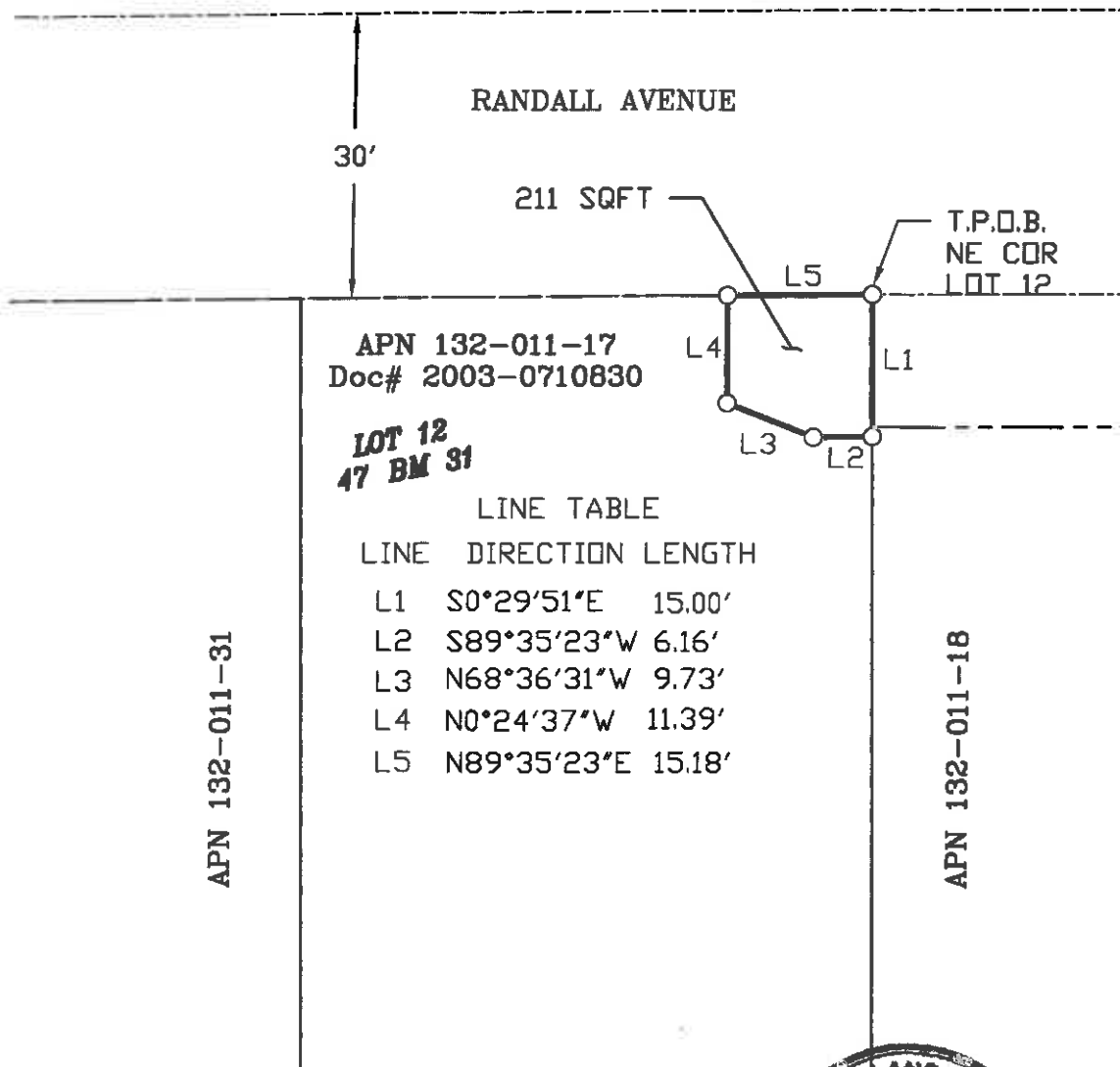


Exhibit "B"

DEPICTION OF THE EASEMENT AREA

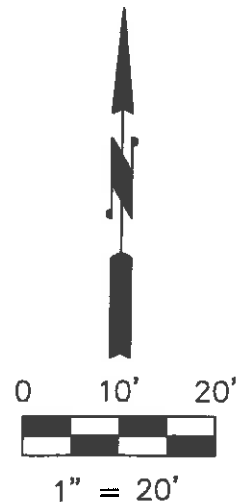
EXHIBIT "B"

Temporary Construction Easement



LEGEND

- ROAD CENTERLINE
- - - EXISTING RIGHT OF WAY
- DIMENSION POINT
- T.P.O.B. TRUE POINT OF BEGINNING



BASIS OF BEARINGS:

CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE 5. ALL DISTANCES ARE GROUND DISTANCES

DE DOKKEN ENGINEERING 110 BLUE RAVINE ROAD, SUITE 200 FOLSOM, CA 95630 (916)858-0642	RANDALL AVENUE		DATE: 9/21/2017
	CITY OF RIALTO		
	COUNTY OF SAN BERNARDINO		APN: 132-011-17
	STATE OF CALIFORNIA		
CHECKED BY: TF		PREPARED BY: LG	SHEET 1 OF 1
OWNER: Timesha LaWanda Tucker			

CERTIFICATE OF ACCEPTANCE

TEMPORARY CONSTRUCTION EASEMENT

In accordance with California Government Code Section 27281, and the authority delegated to me by the City Council of the City of Rialto, California, pursuant to Resolution No. 3555 adopted May 15, 1990, I, Michael E. Story, the City Administrator for the City of Rialto, a California municipal corporation, on behalf of the City of Rialto, hereby accept the Temporary Construction Easement for TIMESHA LAWANDA TUCKER, A SINGLE WOMAN.

Dated _____

MICHAEL E. STORY, City Administrator

Reviewed and recommended for acceptance by:

Azzam Jabsheh, P.E., Associate Civil Engineer

ALL-PURPOSE 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 _____

County of _____

On _____ before me, _____
Date Name, Title of Officer

personally appeared _____

NAME(S) OF SIGNER(S)

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 signatures(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 identified herein, that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature of Notary