Recording Requested By and When Recorded Mail to:

City Clerk's Office City of Riverside City Hall, 3900 Main Street Riverside, CA 92522

No recording fee pursuant to Government Code §6103

GRANT OF TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT

THIS AGREEMENT, made this ____ day of ______, 20__, by and between THE CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as "Grantor", and JURUPA COMMUNITY SERVICES DISTRICT, hereinafter referred to as "Grantee".

WHEREAS, Grantee has acquired a certain easement ("Easement") for Sewer Force Main Facilities in a portion of Grantor's property commonly known as (155-070-031, 163-300-013 & 163-300-014) or more particularly as the Riverside Regional Water Quality Control Plant located at 5950 Acorn Street, Riverside, CA 92504 (the "Land"), which easement is legally described in Exhibit "A" and as depicted on Exhibit "B" ("Easement Area") and also desires to acquire a Temporary Construction Easement on a portion of Grantor's property adjacent to the Easement as depicted on Exhibit "C" for the purpose of the installation of twin 18-inch diameter sewer force main pipelines ("Project").

NOW, THEREFORE,

- 1. Grantor hereby grants to Grantee a nonexclusive Temporary Construction Easement under the area depicted in Exhibit "C" commencing on November 1st, 2020 and ending on the earlier of completion of the Project as solely determined by Grantee or December 31, 2021, unless extended by mutual written agreement between Grantor and Grantee. Grantor expressly reserves for itself, its successors and its assigns, the right to use the Temporary Construction Easement area or to grant other easements or licenses at the same location so long as such use/uses does/do not unreasonably interfere with the rights herein granted. This Temporary Construction Easement is limited to the described area in Exhibit "C" and does not convey any right, title, or interest to any other portions of the Land or improvements thereon.
- 2. Grantee shall maintain Grantee's improvements and facilities constructed or installed in the Temporary Construction Easement area. The installation of such improvements shall be at Grantee's sole cost and expense. During construction activities, the Temporary

Construction Easement area shall be maintained by Grantee in a clean, orderly, and safe condition, all in compliance with the applicable provisions of the Riverside Municipal Code.

- 3. Access to and use of the Temporary Construction Easement area shall be limited to Grantee, its employees, agents and contractors. Grantee is strictly prohibited from allowing any access to or use of the Land by the general public. Grantee shall coordinate the construction and maintenance schedule with the City and shall provide the City forty eight (48) hours' notice and obtain the City's written approval prior to the commencement of any construction work on the Project requiring access to the Temporary Construction Easement Area.
- 4. Grantee and any agent or contractor working on Grantee's behalf shall comply with the following insurance provisions:
- 4.1 **General Provisions**. Prior to the City's execution of this Temporary Construction Easement, Grantee shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.
- 4.1.1 **Limitations**. These minimum amounts of coverage shall not constitute any limitation or cap on Grantee's indemnification obligations under Section 12 hereof.
- 4.1.2 **Ratings**. Any insurance policy or coverage provided by Grantee or subcontractors as required by this Temporary Construction Easement shall be deemed inadequate and a material breach of this Easement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.
- 4.1.3 **Cancellation**. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.
- 4.1.4 **Adequacy**. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Grantee pursuant to this Temporary Construction Easement are adequate to protect Grantee. If Grantee believes that any required insurance coverage is inadequate, Grantee will obtain such additional insurance coverage as Grantee deems adequate, at Grantee's sole expense.
- 4.2 **Commercial General Liability and Automobile Insurance**. Prior to City's execution of this Temporary Construction Easement, Grantee shall obtain, and shall thereafter maintain during the term of this Temporary Construction Easement, commercial general liability insurance and automobile liability insurance as required to insure Grantee against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by,

connected with, or acting for or on behalf of Grantee. The City, and its officers, employees and agents, shall be named as additional insureds under the Grantee's insurance policies.

- 4.2.1 Grantee's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.
- 4.2.2 Grantee's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Grantee's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Grantee's use of the Temporary Construction Easement area, which vehicles shall include, but are not limited to, Grantee owned vehicles, Grantee leased vehicles, Grantee's employee vehicles, non-Grantee owned vehicles and hired vehicles.
- 4.2.3 Prior to City's execution of this Temporary Construction Easement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Temporary Construction Easement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

- 4.2.4 The insurance policy or policies shall also comply with the following provisions:
 - a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Easement.
 - b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
 - c. The policy shall specify that the insurance provided by Grantee will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

- 4.3 **Pollution Liability and Excess Liability Insurance**. Prior to City's execution of the Temporary Construction Easement, Grantee shall secure, and shall thereafter maintain without lapse of coverage until completion of the improvements, pollution liability insurance and/or Excess/Umbrella Liability coverage in the minimum amount of \$1,000,000. Grantee's Pollution Liability and Excess/Umbrella Liability coverages shall be maintained continuously for a minimum of five (5) years after final completion and acceptance of all constructions under this Temporary Construction Easement.
- 4.4 **Contractors' Insurance**. Grantee shall require all of its contractors and subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the contractors' or subcontractors' scope of work and activities provided in furtherance of this Easement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, Builder's Risk Installation Floater, and Automobile liability. Upon City's request, Grantee shall provide City with satisfactory evidence that contractors and subcontractors have obtained insurance policies and coverages required by this section. Work shall not commence until approval is given by the City.
- 5. Grantee shall require that each contractor constructing any portion of the Project when it is estimated that the cost of construction shall be Twenty-Five Thousand Dollars (\$25,000) provide both a payment bond and a performance bond, each with a penal amount equal to 100% of the contract amount for such contractor's portion of the construction. Each bond shall be issued by a surety admitted in the state of California and shall name both Grantee and the Grantor as co-obligees. Such bonds shall remain in effect until at least thirty-five (35) days after the date Grantee records a Notice of Completion for the Project. Grantee shall deliver a copy of each bond to the Grantor within seven (7) days after award of the applicable contract for construction or within seven (7) days after the bonds are provided to Grantee in accordance with such contract, whichever is later.
- 6. This Temporary Construction Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Land, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the Temporary Construction Easement or the Temporary Construction Easement area.
- 7. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.
- 8. Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Land or on any other real property of Grantor adjacent to the Temporary Construction Easement area.

- 9. Grantee shall not materially interfere with the use by and operation and activities of Grantor on its property, and Grantee shall use such routes and follow such procedures on Grantor's property as result in the least damage and inconvenience to Grantor.
- 10. Grantee shall be responsible for any damage to Grantor's property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's property, including, but not limited to, roads, utilities, buildings and fences that may be altered, damaged or destroyed in connection with the exercise of the Temporary Construction Easement or use of the Temporary Construction Easement area.
- that Grant of Temporary Construction Easement is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, its contractors', agents', officers', members', employees', invitees', or licensees' exercise of rights granted pursuant to this Temporary Construction Easement or use of the Temporary Construction Easement area or of the improvements or personal property of Grantee thereto or thereon, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of Grantee. Grantee hereby covenants and agrees to defend and indemnify Grantor, its officers, employees, agents, students, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of the Temporary Construction Easement or use of the Temporary Construction Easement area by Grantee, however occurring, other than those caused solely by the willful or negligent acts or omissions of Grantor.
- 12. Grantee alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantee's interest in the Temporary Construction Easement area, or against any of Grantor's real property as a result of the Temporary Construction Easement herein granted. Grantee shall not cause liens of any kind to be placed against the Temporary Construction Easement Area or any of Grantor's real property.
- 13. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.
- 14. This instrument shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

[signatures on following page]

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

CITY OF RIVERSIDE, a California and municipal corporation	JURUPA COMMUNITY SERVICES DISTRICT
	By:
By:	Ву:
By:City Manager	
	Chris Berch, General Manager [Printed Name and Title]
Attest:	
Attest:City Clerk	By:
	By:
APPROVED AS TO FORM:	
	Julie B. Saba, Secretary to the Board of Directors [Printed Name and Title]
By: Anthony Beaumon, for	[
Ruthann M. Salera	
Deputy City Attorney	

CA 17-1903 $\label{local_problem} $$ \c 17-1903 $$ \c citylawprod\c ycom\WPDocs\D030\P026\00454011.docx $$$

PROJECT: <u>C165036</u>

APNS: 155-070-031, 163-300-013, 163-300-014

STRIP 1

PORTIONS OF LOTS 7-A, 6-A, AND 6 AS SHOWN BY McCLASKEY TRACT ON FILE IN BOOK 10 OF MAPS, AT PAGES 36 AND 37, THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF TRACT 4 OF THE MAP OF THE RIVERFARM TRACT ON FILE IN BOOK 7 OF MAPS, AT PAGE 52 THEREOF, ALSO KNOW AS THE CITY OF RIVERSIDE SEWER PLANT AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 16 OF RECORDS OF SURVEY, AT PAGES 52 THROUGH 55, INCLUSIVE THEREOF, RECORDS OF SAID COUNTY, LYING WITHIN SECTIONS 25 AND 30, TOWNSHIP 2 SOUTH, RANGES 5 AND 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A STRIP OF LAND 15.00 FEET WIDE LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 1 AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 38 OF RECORDS OF SURVEY, AT PAGE 4, RECORDS OF SAID COUNTY, ALSO BEING A POINT ON THE SOUTHERLY LINE OF LOT 7 OF SAID McCLASKEY TRACT, HAVING A RECORD BEARING OF (NORTH 89°36'00" WEST);

THENCE ALONG SAID SOUTHERLY LINE OF LOT 7 AND SAID LOT 7-A, NORTH 88°55'32" WEST, A DISTANCE OF 344.09 FEET FOR THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTHERLY LINE, NORTH 0°56'54" WEST, A DISTANCE OF 91.76 FEET;

THENCE NORTH 8°26'29" EAST, A DISTANCE OF 178.82 FEET;

THENCE NORTH 0°35'41" EAST, A DISTANCE OF 17.34 FEET TO A POINT HEREIN AFTER REFFERED TO AS POINT "A";

THENCE CONTINUING NORTH 0°35'41" EAST, A DISTANCE OF 536.68 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 151.50 FEET;

THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 33°33'20", AND ARC DISTANCE OF 88.73 FEET;

THENCE NORTH 34°09'01" EAST, A DISTANCE OF 19.01 FEET TO A POINT HEREIN AFTER REFFERED TO AS **POINT "B"**;

THENCE CONTINUING NORTH 34°09'01" EAST, A DISTANCE OF 371.70 FEET;

THENCE NORTH 27°53'23" EAST, A DISTANCE OF 19.62 FEET;

THENCE NORTH 62°06'37" WEST, A DISTANCE OF 15.00 FEET TO A POINT HEREIN AFTER REFFERED TO AS POINT "C";

THENCE CONTINUING NORTH 62°06'37" WEST, A DISTANCE OF 38.51 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 70.00 FEET;

THENCE NORTHWESTERY AND WESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 26°46'25", AN ARC DISTANCE OF 32.71 FEET;

THENCE NORTH 88°53'02" WEST, A DISTANCE OF 38.01 FEET;

THENCE NORTH 43°53'02" WEST, A DISTANCE OF 13.08 FEET;

THENCE NORTH 1°02'33" EAST, A DISTANNCE OF 16.98 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 70.00 FEET;

THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE, TO THE LEFT, THTROUGH A CENTRAL ANGLE OF 25°39'06", AN ARC DISTANCE OF 31.34 FEET;

THENCE NORTH 24°36'33" WEST, A DISTANCE OF 31.74 FEET;

THENCE SOUTH 65°23'27" WEST, A DISTANCE OF 13.35 FEET;

THENCE SOUTH 36°28'32" WEST, A DISTANCE OF 6.03 FEET TO THE TERMINUS.

EXCEPTING THEREFROM SAID STRIP THAT PORTION OF THAT CERTAIN 55.36 ACRES PARCEL SHOWN ON SAID RECORD OF SURVEY BOOK 16, PAGES 52 THROUGH 55, INCLUSIVE THEREOF;

THE SIDELINES OF SAID STRIP TO BE LENGTHEN OR SHORTEN SO AS TO TERMINATE AT THE SOUTHERLY LINE OF SAID LOT 7-A, AND TO BE LENGTHEN OR SHORTEN TO SIDELINE INTERSECTIONS.

STRIP 2

A PORTION OF LOT 7-A AS SHOWN BY McCLASKEY TRACT ON FILE IN BOOK 10 OF MAPS, AT PAGES 36 AND 37, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A STRIP OF LAND 17.34 FEET WIDE LYING 8.67 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE AFOREMENTIONED POINT "A";

THENCE SOUTH 0°35'41" WEST, A DISTANCE OF 21.34 FEET TO THE TERMINUS.

EXCEPTING THEREFROM SAID STRIP THAT PORTION LYING WITHIN THE PREVIOUSLY DESCRIBED STRIP 1.

THE SIDELINES OF SAID STRIP TO BE LENGTHEN OR SHORTEN TO SIDELINE INTERSECTIONS.

STRIP 3

A PORTION OF LOT 6-A AS SHOWN BY McCLASKEY TRACT ON FILE IN BOOK 10 OF MAPS, AT PAGES 36 AND 37, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 25, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A STRIP OF LAND 30.00 FEET WIDE LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE AFOREMENTIONED POINT "B";

THENCE SOUTH 34°09'01" WEST, A DISTANCE OF 17.34 FEET TO THE TERMINUS.

EXCEPTING THEREFROM SAID STRIP THAT PORTION LYING WITHIN THE PREVIOUSLY DESCRIBED STRIP 1.

THE SIDELINES OF SAID STRIP TO BE LENGTHEN OR SHORTEN TO SIDELINE INTERSECTIONS.

STRIP 4

A PORTION OF LOT 6 AS SHOWN BY McCLASKEY TRACT ON FILE IN BOOK 10 OF MAPS, AT PAGES 36 AND 37, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 30, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A STRIP OF LAND 30.00 FEET WIDE LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE AFOREMENTIONED **POINT** "C";

THENCE SOUTH 62°06'37" EAST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 27°53'23" WEST, A DISTANCE OF 15.00 FEET TO THE TERMINUS.

EXCEPTING THEREFROM SAID STRIP THAT PORTION LYING WITHIN THE PREVIOUSLY DESCRIBED STRIP 1.

THE SIDELINES OF SAID STRIP TO BE LENGTHEN OR SHORTEN TO SIDELINE INTERSECTIONS.

CONTAINING 24035 GROSS SQUARE FEET, MORE OR LESS

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION

Michael E. Johnson, L.S. 7673

Date

NO. 7673

PREPARED BY: <u>JTM</u> CHECKED BY: MEJ

DESCRIPTION APPROVAL:

DATE

FOR: CURTIS C. STEPHENS, L.S. 7519

CITY SURVEYOR

EXHIBIT B

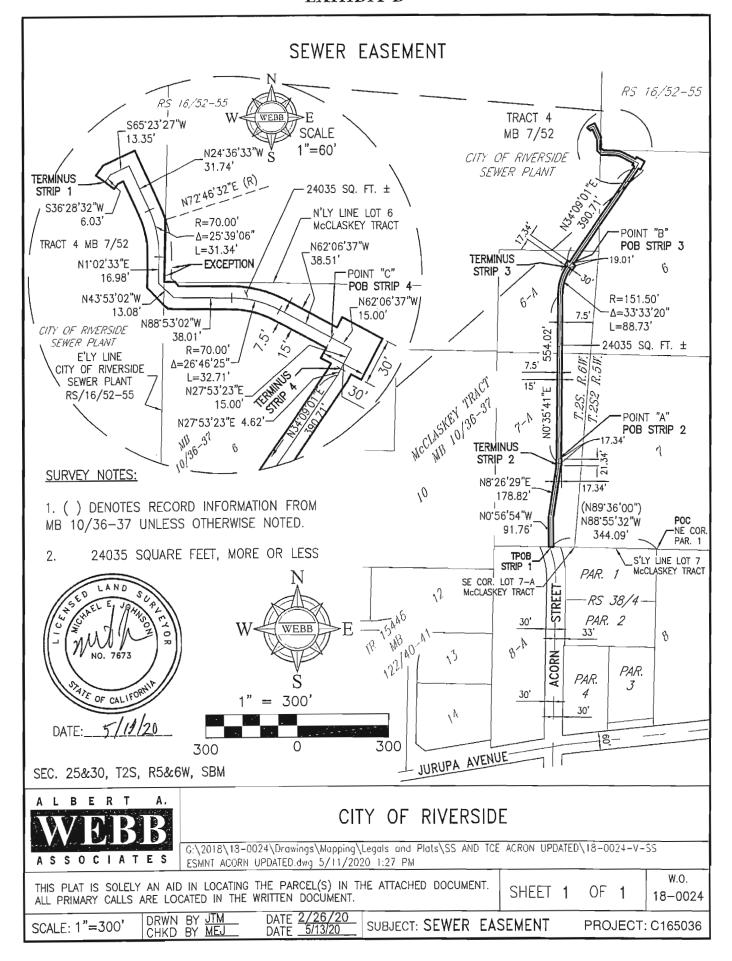


EXHIBIT "C" TEMPORARY CONSTRUCTION EASEMENT

PROJECT: C165036

APNS: 155-070-031, 163-300-013, 163-300-014

PORTIONS OF LOTS 7-A, 6-A, AND 6 AS SHOWN BY McCLASKEY TRACT ON FILE IN BOOK 10 OF MAPS, AT PAGES 36 AND 37, THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF TRACT 4 OF THE MAP OF THE RIVERFARM TRACT ON FILE IN BOOK 7 OF MAPS, AT PAGE 52 THEREOF, ALSO KNOW AS THE CITY OF RIVERSIDE SEWER PLANT AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 16 OF RECORDS OF SURVEY, AT PAGES 52 THROUGH 55, INCLUSIVE THEREOF, RECORDS OF SAID COUNTY, LYING WITHIN SECTIONS 25 AND 30, TOWNSHIP 2 SOUTH, RANGES 5 AND 6 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A STRIP OF LAND 30.00 FEET WIDE LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL I AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 38 OF RECORDS OF SURVEY, AT PAGE 4, RECORDS OF SAID COUNTY, ALSO BEING A POINT ON THE SOUTHERLY LINE OF LOT 7 OF SAID McCLASKEY TRACT, HAVING A RECORD BEARING OF (NORTH 89°36'00" WEST);

THENCE ALONG SAID SOUTHERLY LINE OF LOT 7 AND SAID LOT 7-A, NORTH 88°55'32" WEST, A DISTANCE OF 344.09 FEET FOR THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTHERLY LINE, NORTH 0°56'54" WEST, A DISTANCE OF 91.76 FEET;

THENCE NORTH 8°26'29" EAST, A DISTANCE OF 178.82 FEET;

THENCE NORTH 0°35'41" EAST, A DISTANCE OF 554.02 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 151.50 FEET;

THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 33°33'20", AND ARC DISTANCE OF 88.73 FEET:

THENCE NORTH 34°09'01" EAST, A DISTANCE OF 390.71 FEET;

THENCE NORTH 27°53'23" EAST, A DISTANCE OF 19.62 FEET;

THENCE NORTH 62°06'37" WEST, A DISTANCE OF 53.51 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 70.00 FEET;

Page 1 of 2

EXHIBIT "C" TEMPORARY CONSTRUCTION EASEMENT

THENCE NORTHWESTERY AND WESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 26°46'25", AN ARC DISTANCE OF 32.71 FEET;

THENCE NORTH 88°53'02" WEST, A DISTANCE OF 38.01 FEET:

THENCE NORTH 43°53'02" WEST, A DISTANCE OF 13.08 FEET;

THENCE NORTH 1°02'33" EAST, A DISTANNCE OF 16.98 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 70.00 FEET;

THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE, TO THE LEFT, THTROUGH A CENTRAL ANGLE OF 25°39'06", AN ARC DISTANCE OF 31.34 FEET:

THENCE NORTH 24°36'33" WEST, A DISTANCE OF 31.74 FEET;

THENCE SOUTH 65°23'27" WEST, A DISTANCE OF 13.35 FEET;

THENCE SOUTH 36°28'32" WEST, A DISTANCE OF 6.03 FEET TO THE TERMINUS.

EXCEPTING THEREFROM SAID STRIP THAT PORTION OF THAT CERTAIN 55.36 ACRES PARCEL SHOWN ON SAID RECORD OF SURVEY BOOK 16, PAGES 52 THROUGH 55, INCLUSIVE THEREOF;

THE SIDELINES OF SAID STRIP TO BE LENGTHEN OR SHORTEN SO AS TO TERMINATE AT THE SOUTHERLY LINE OF SAID LOT 7-A, AND TO BE LENGTHEN OR SHORTEN TO SIDELINE INTERSECTIONS.

DESCRIPTION APPROVAL:

CONTAINING 46047 SQUARE FEET, MORE OR LESS

FOR: CURTIS C. STEPHENS, L.S. 7519

CITY SURVEYOR

NO. 7673

PREPARED UNDER MY SUPERVISION

Michael E. Johnson, L.S. 7673

PREPARED BY: JTM CHECKED BY: MEJ

Page 2 of 2

