

FIRST AMENDMENT TO  
THE AGREEMENT FOR CONVEYANCE OF EASEMENTS

VICTORIA CLUB

Tequesquite Arroyo Trunk Sewer Replacement Project

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONVEYANCE OF EASEMENTS ("First Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and VICTORIA CLUB, a California Corporation ("Grantor"), with respect to the following:

**RECITALS**

WHEREAS, on July 16, 2015, an Agreement for the Conveyance of Easements ("Agreement") was entered into by the City and Grantor, owner of the certain real property located at 2521 Arroyo Drive, Riverside California, bearing Assessor Parcel Numbers 219-210-002, 223-110-026, 221-280-001, 221-280-002, 221-300-006, and 221-300-008 ("Property"); whereby, the City purchased easement rights to enter upon the Property for the purposes of constructing the Tequesquite Arroyo Trunk Sewer Replacement Project ("Project"); and

WHEREAS, City and Grantor are now entering into a First Amendment to the aforementioned Agreement with the mutual understanding that the original recorded grant of easements and grant of temporary construction easements as well as compensation may be revised as a result of a realignment of the Project; and

WHEREAS, the City and Grantor mutually desire to alter the design of the Project on the Property in order to reduce construction time which will necessitate new permanent easements over the Property granted by Grantor to the City; and

WHEREAS, the Grantor desires additional compensation for the additional easements and the right of entry dated May 9, 2019 ("Right of Entry") in the total amount of \$790,287.50.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and Grantor agree as follows:

1. The City hereby acquires sewer pipeline easements ("Additional Easements") in the Property as described in the Grant of Easement attached hereto as Exhibit "A", and incorporated herein by reference.

2. The City hereby quitclaims the original easements acquired by way of the Agreement as described in the quitclaim document attached hereto as Exhibit "B", and incorporated herein by reference.

3. The City agrees to buy and Grantor agrees to convey the Additional Easements for the purchase price.

4. The total purchase price shall be \$790,287.50 ("Purchase Price") payable within 45 days of the execution of this agreement. The Purchase Price shall represent the total compensation for the Additional Easements, the Right of Entry, and any and all remediation costs related to the Additional Easements and Right of Entry.

5. By execution of this First Amendment, Grantor, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby acknowledge that this First Amendment provides full payment for the acquisition of the Additional Easements by City, and Grantor hereby expressly and unconditionally waives any and all claims for damages, improvements, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable pre-condemnation conduct, or any other compensation or benefits, other than as already expressly provided for in this First Amendment or the Agreement, it being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Additional Easements.

6. The parties acknowledge and agree that the consideration paid to Grantor shall be deemed the fair market value and total amount of "just compensation" for the Additional Easements. Grantor, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby fully release City, its successors, agents, representatives, and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of City's efforts to acquire the Additional Easements or any preliminary steps thereto. This release and the section 1542 waiver below, do not extend to damages or injuries caused by City or its contractor during the work on the sewer project, and utilization of the TCE and/or Right of Entry.

7. Grantor hereby acknowledges that they have or have had an opportunity to speak with or have been advised by an 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 that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

Grantor acknowledges that they 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 waive any and all rights which they

may have under California Civil Code section 1542, or under any statute or common law or equitable principal of similar effect.

8. Grantor agrees to effectuate additional documentation if necessary to transfer title of the Additional Easements to the City.


9. All other terms and conditions of the Agreement between the parties which are not inconsistent with the terms of this First Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement for Conveyance of Easements to be duly executed the day and year first above written.

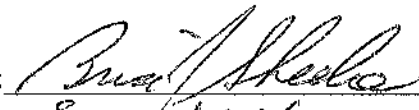
CITY OF RIVERSIDE,  
a California charter city and municipal  
corporation

VICTORIA CLUB,  
a California corporation

By: \_\_\_\_\_  
City Manager

  
By: \_\_\_\_\_  
Its: PRESIDENT

Attest: \_\_\_\_\_  
Colleen J. Nicol  
City Clerk

  
By: \_\_\_\_\_  
Its: Secretary

Approved as to Form only:

By:   
Brandon S. Mercer  
Sr. Deputy City Attorney

CERTIFIED AS TO FUNDS AVAILABILITY:

BY:   
Chief Financial Officer/City Treasurer

# EXHIBIT "A"

When recorded mail to:

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

**FREE RECORDING**

This instrument is for the benefit  
of the City of Riverside and is  
entitled to be recorded without  
fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: Tequesquite Trunk Sewer Ph. II  
Por. APN: 219-210-002, 221-280-001, 221-280-002, **D-**  
221-300-006 & 221-300-008  
Address: 2521 Arroyo Drive

**EASEMENT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Victoria Club, a California Corporation**, as Grantor(s), grant(s) to the CITY OF RIVERSIDE, a California charter city and municipal corporation, as Grantee, its successors and assigns, an easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of **Sanitary Sewer Facilities**, together with all necessary appurtenances, in, under, upon, over and along that certain real property described in **EXHIBIT "A"** attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

TOGETHER WITH the right to clear and keep clear said easement and right-of-way from any structures or trees, to enter upon and to pass and repass over and along said real property, and to deposit tools, implements and other material thereon by Grantee, its officers, agents and employees and by persons under contract with said Grantee and their officers, agents and employees, whenever and wherever necessary for the purpose of constructing, reconstructing,

maintaining, operating, inspecting, repairing, replacing, relocating, renewing and removing said  
**Sanitary Sewer Facilities.**

Dated: 5-15-2019

**Victoria Club, a California Corporation**

ON BEHALF

MIKE GREENAWALT BRIAN SHEEHAN

By: [Signature]

By: [Signature]

Print Name: MIKE GREENAWALT

Print Name: BRIAN SHEEHAN

Title: PRESIDENT

Title: Secretary

State of California

County of Riverside } ss

On MAY 15, 2019, before me, Patricia V Villa

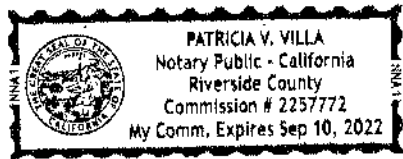
notary public, personally appeared, Mike Greenawalt & Brian Sheehan.

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]  
Notary Signature



**CERTIFICATE OF ACCEPTANCE  
(Government Code Section §27281)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, a California charter city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 21027 of said City Council adopted September 6, 2005, and the grantee consents to recordation thereof by its duly authorized officer.

DATED: \_\_\_\_\_

**CITY OF RIVERSIDE**

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

David Welch  
Real Property Services Manager

**EXHIBIT "A"**

Por. APN: 219-210-002, 221-280-001, 221-280-002, 221-300-006 & 221-300-008  
Sanitary Sewer Facilities Easement

That certain real property in the City of Riverside, County of Riverside, State of California described as follows:

That portion of Lots 110, 111, 112 and the westerly half of vacated High Street of Division "C" of Hall's Addition to Riverside on file in Book 9 of Maps, at Page 3 thereof, Records of San Bernardino County, California, and that portion of Lot 42, 43, 44, 47, 48, 49, 50, 51, 52, 53, 54, vacated Ottawa Street, vacated Kansas Avenue, and the easterly half of vacated High Street, of Castleman's Addition to Riverside on file in Book 3 of Maps, at Page 21 thereof, Records of San Bernardino County lying within a strip of land 20.00 feet in width, the centerline being described as follows:

Commencing at the intersection of the centerline of Brooks Street and the construction centerline of Olivewood Avenue as shown on Tract 17488 on file in Book 123 of Maps, at Pages 91 through 93 thereof, Records of Riverside County, California;

Thence S60°22'28"E along the centerline of said Brooks Street, a distance of 188.97 feet to an angle point on the centerline of said Brooks Street as shown on said Tract 17488;

Thence S04°29'20"W a distance of 25.99 feet;

Thence S58°29'47"E a distance of 44.53 feet;

Thence S70°17'16"E a distance of 477.90 feet;

Thence S62°05'37"E a distance of 269.71 feet;

Thence S06°48'44"E a distance of 1790.23 feet;

Thence N34°43'25"E a distance of 25.46 feet;

Thence N04°54'21"E a distance of 147.49 feet;

Thence N32°16'01"E, a distance of 83.03 feet;

Thence S81°07'49"E a distance of 402.12 feet;

Thence N52°41'37"E a distance of 57.06 feet;

Thence S80°16'09"E a distance of 74.22 feet;

Thence S36°11'24"E a distance of 54.27 feet;

Thence S80°58'26"E a distance of 283.14 feet;



Thence S81°48'01"E a distance of 404.01 feet;

Thence N86°30'02"E a distance of 91.89 feet;

Thence N84°25'00"E a distance of 123.53 feet;

Thence N88°16'09"E a distance of 304.59 feet to a point hereinafter referred to as Point "A";

Thence N50°04'52"E a distance of 117.34 feet to the Easterly line of Lot 6 of Fairview Terrace, as shown by Map on file in Book 9 Page 54 of Maps, Records of Riverside County, California, and being the Point of Beginning of said centerline description;

Thence N50°04'52"E a distance of 203.16 feet;

Thence N87°22'16"E a distance of 363.22 feet;

Thence N81°47'13"E a distance of 463.80 feet;

Thence N83°27'42"E a distance of 413.26 feet;

Thence S78°04'28"E a distance of 160.99 feet;

Thence S84°21'40"E a distance of 436.09 feet;

Thence S34°43'42"E a distance of 59.17 feet;

Thence N89°48'31"E a distance of 607.09 feet;

Thence S80°33'31"E a distance of 362.70 feet;

Thence N86°39'25"E a distance of 230.79 feet;

Thence N78°47'40"E a distance of 350.69 feet;

Thence S76°44'17"E a distance of 141.46 feet;

Thence S89°50'53"E a distance of 552.91 feet;

Thence N79°09'04"E a distance of 382.72 feet;

Thence S75°44'35"E a distance of 393.15 feet;

Thence S66°54'01"E a distance of 220.24 feet;

Thence S25°25'44"E a distance of 532.00 feet to the Northerly line that certain parcel of land conveyed to the City of Riverside, a Municipal Corporation, by Grant Deed recorded

January 11, 1979, in Book 1979, Page 7942, Official Records of Riverside County, California, being the termination of said centerline description;

The sidelines of said strip of land 20.00 feet in width shall be prolonged or shortened to terminate Westerly in the Easterly line of said Lot 6 and prolonged or shortened to terminate Southerly in said Northerly line of said parcel conveyed to the City by Grant Deed recorded January 11, 1979, in Book 1979, Page 7942, Official Records of Riverside County, California;

**TOGETHER WITH** that portion of Lot 112 lying within a strip of land 20.00 feet in width, the centerline being described as follows;

Beginning at hereinbefore mentioned Pont "A";

Thence S63°20'25"E a distance of 80.38 feet to the termination of said centerline description;

**EXCEPTING FROM** the above described strips of land those portions lying within that certain Sewer Easement Granted to the City of Riverside by document recorded August 31, 1948, in Book 1007, Page 527, et seq., Records of Riverside County, California;

**ALSO EXCEPTING FROM** the above described strips of land those portions lying within that certain Sewer Easement Granted to the City of Riverside by document recorded August 31, 1948, in Book 1008, Page 64, et seq., Records of Riverside County, California;

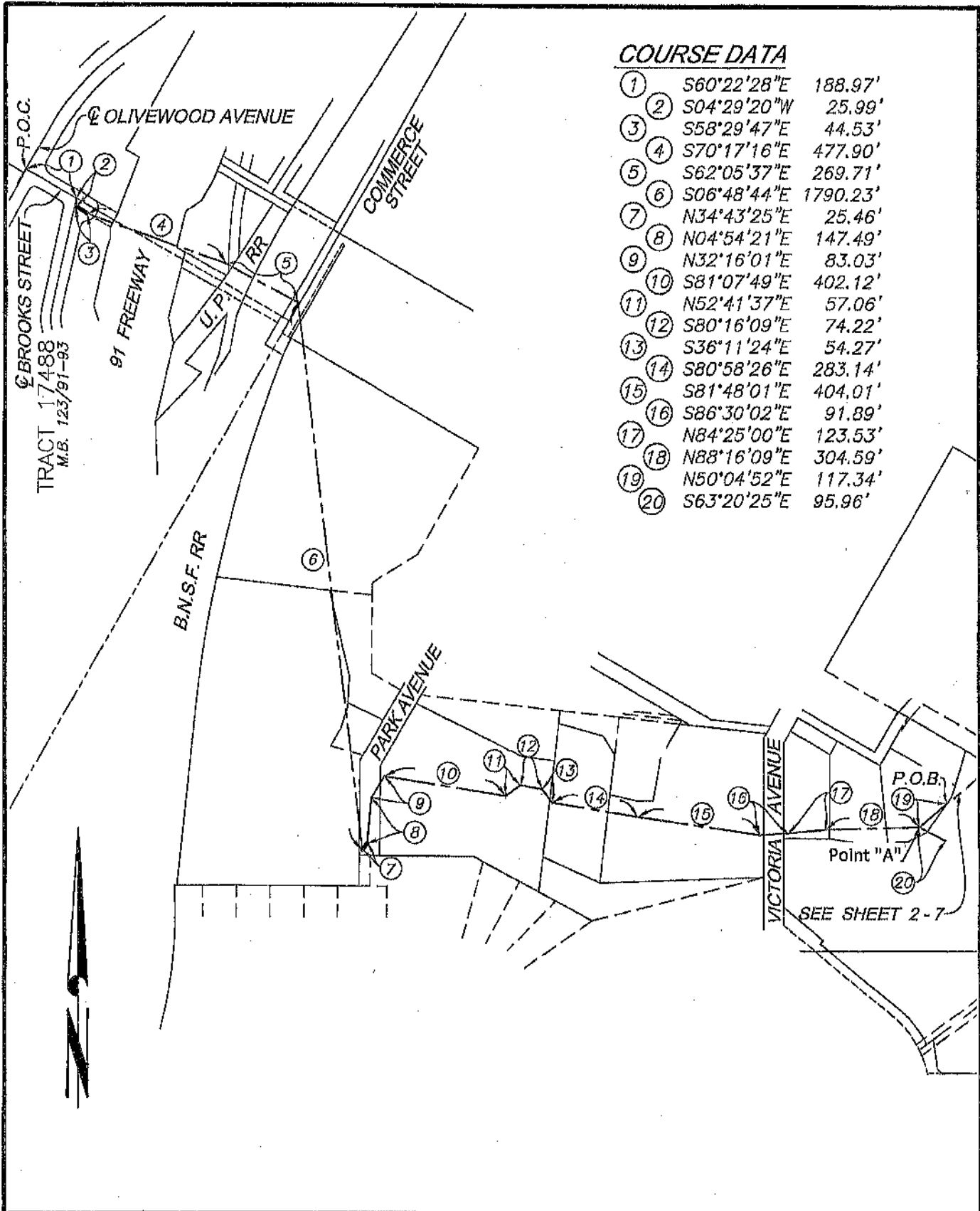
**ALSO EXCEPTING FROM** the above described strips of land those portions lying within that certain Sewer Easement Granted to the City of Riverside by document recorded August 6, 1965, as Instrument No. 91400, Official Records of Riverside County, California.

The above described parcel of land contains 119,035 square feet, more or less.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Curtis C. Stephens 5/11/19 Prep. DBW  
Curtis C. Stephens, L.S. 7519 Date





**COURSE DATA**

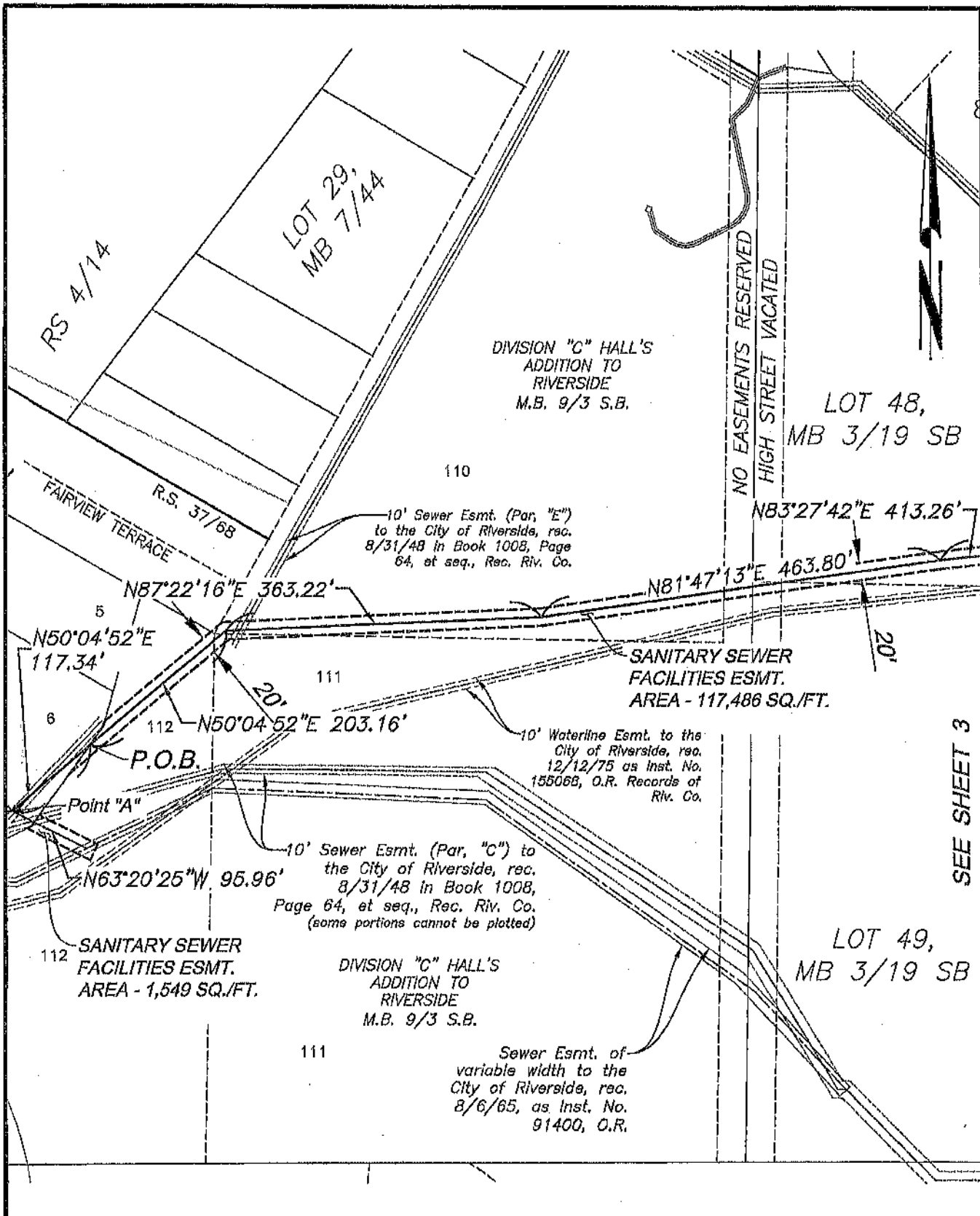
①	S60°22'28"E	188.97'
②	S04°29'20"W	25.99'
③	S58°29'47"E	44.53'
④	S70°17'16"E	477.90'
⑤	S62°05'37"E	269.71'
⑥	S06°48'44"E	1790.23'
⑦	N34°43'25"E	25.46'
⑧	N04°54'21"E	147.49'
⑨	N32°16'01"E	83.03'
⑩	S81°07'49"E	402.12'
⑪	N52°41'37"E	57.06'
⑫	S80°16'09"E	74.22'
⑬	S36°11'24"E	54.27'
⑭	S80°58'26"E	283.14'
⑮	S81°48'01"E	404.01'
⑯	S86°30'02"E	91.89'
⑰	N84°25'00"E	123.53'
⑱	N88°16'09"E	304.59'
⑲	N50°04'52"E	117.34'
⑳	S63°20'25"E	95.96'

• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

**SHEET 1 OF 7**

SCALE: N.T.S.    DRAWN BY: DBW    DATE: 5/09/2019    SUBJECT: TEQ. TRUNK SEWER PH. 2 VICTORIA C.C.



SEE SHEET 3

● CITY OF RIVERSIDE, CALIFORNIA ●

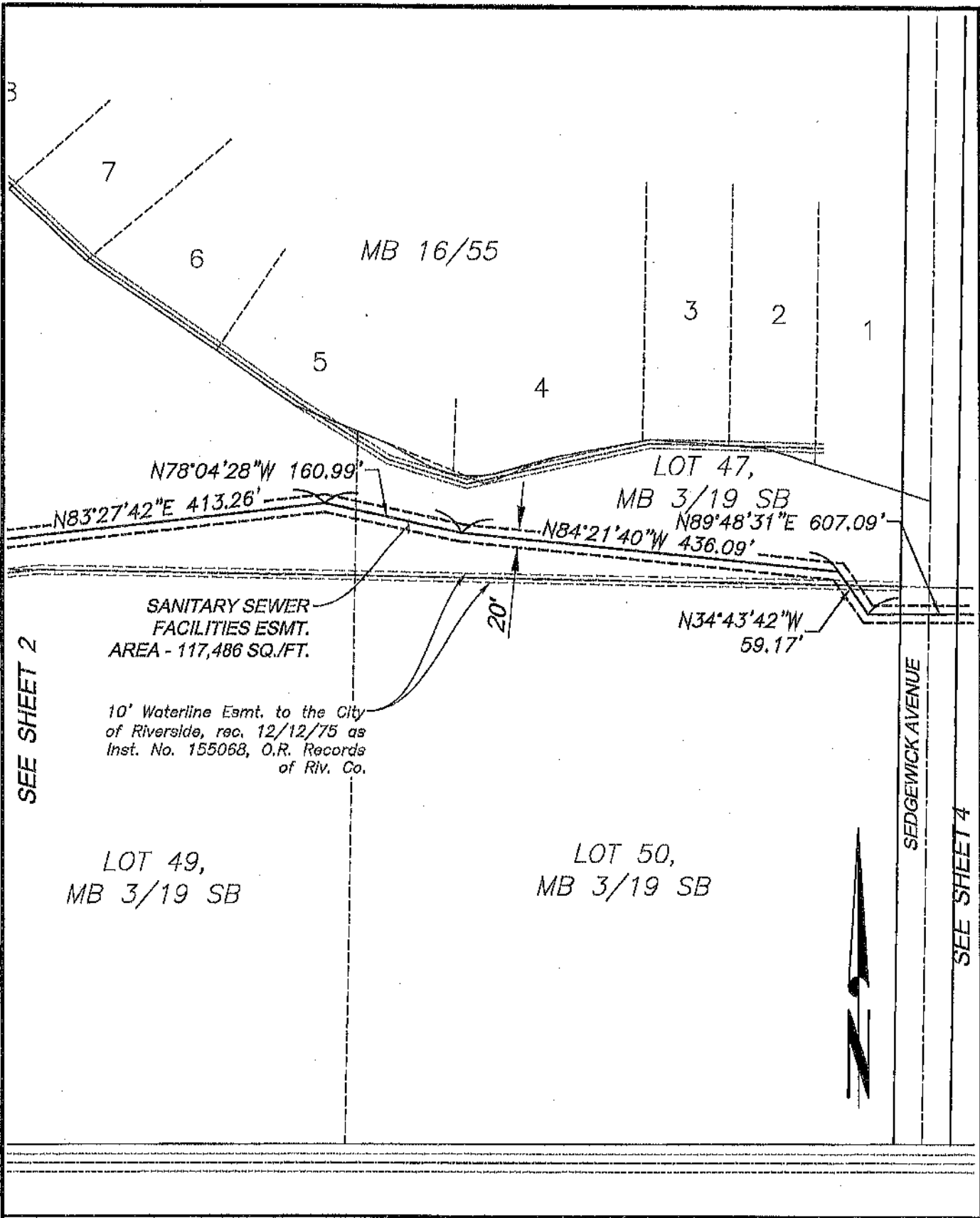
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

**SHEET 2 OF 7**

SCALE: 1"=150'

DRAWN BY: DBW DATE: 5/09/2019

SUBJECT: TEQ. TRUNK SEWER PH. 2 VICTORIA C.C.



• CITY OF RIVERSIDE, CALIFORNIA •

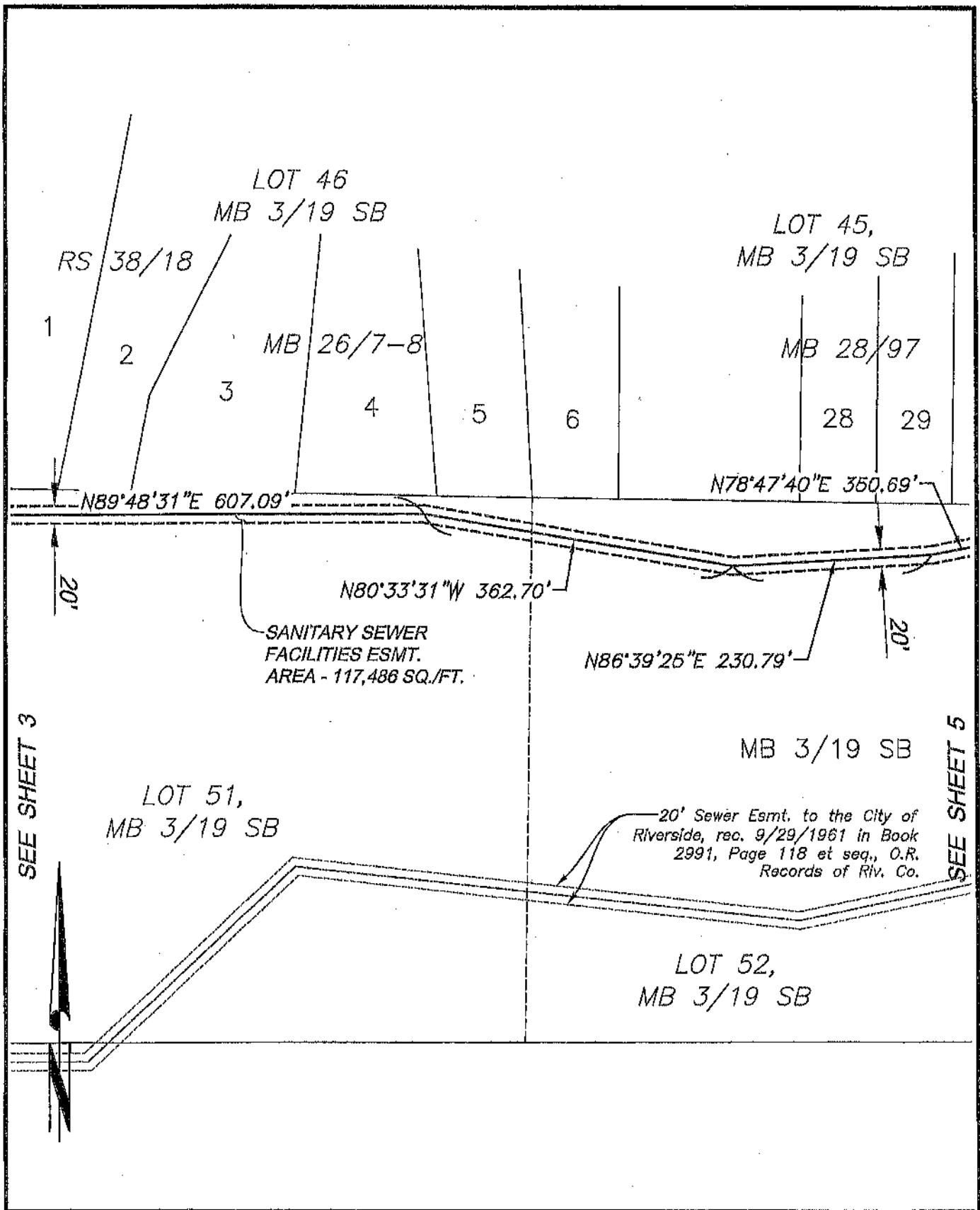
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 3 OF 6

SCALE: 1"=150'

DRAWN BY: DBW DATE: 5/09/2019

SUBJECT: TEQ. TRUNK SEWER PH. 2 VICTORIA C.C.



● CITY OF RIVERSIDE, CALIFORNIA ●

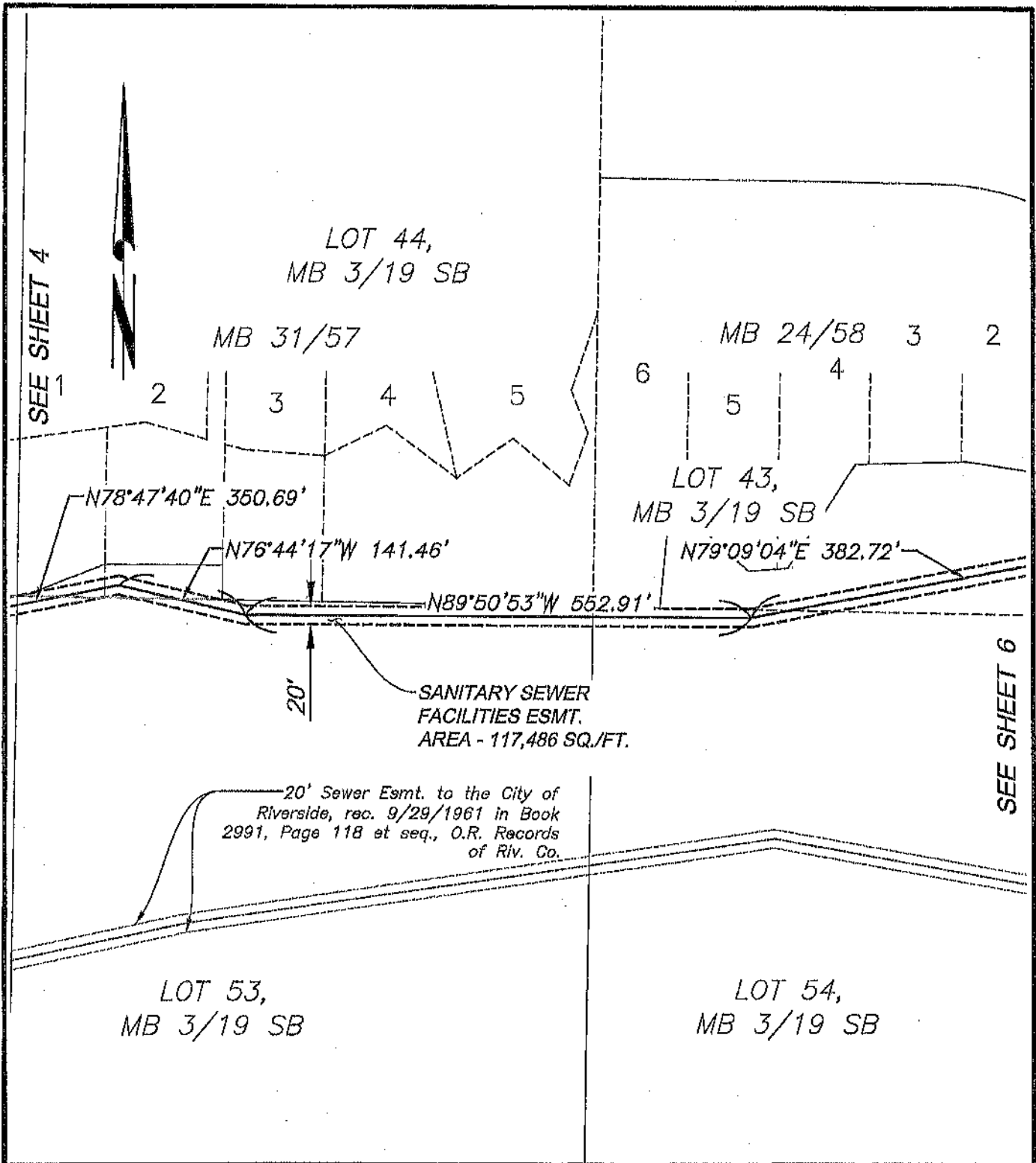
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

**SHEET 4 OF 6**

SCALE: 1"=150'

DRAWN BY: DBW DATE: 5/08/2019

SUBJECT: TEQ. TRUNK SEWER PH. 2 VICTORIA C.C.



• CITY OF RIVERSIDE, CALIFORNIA •

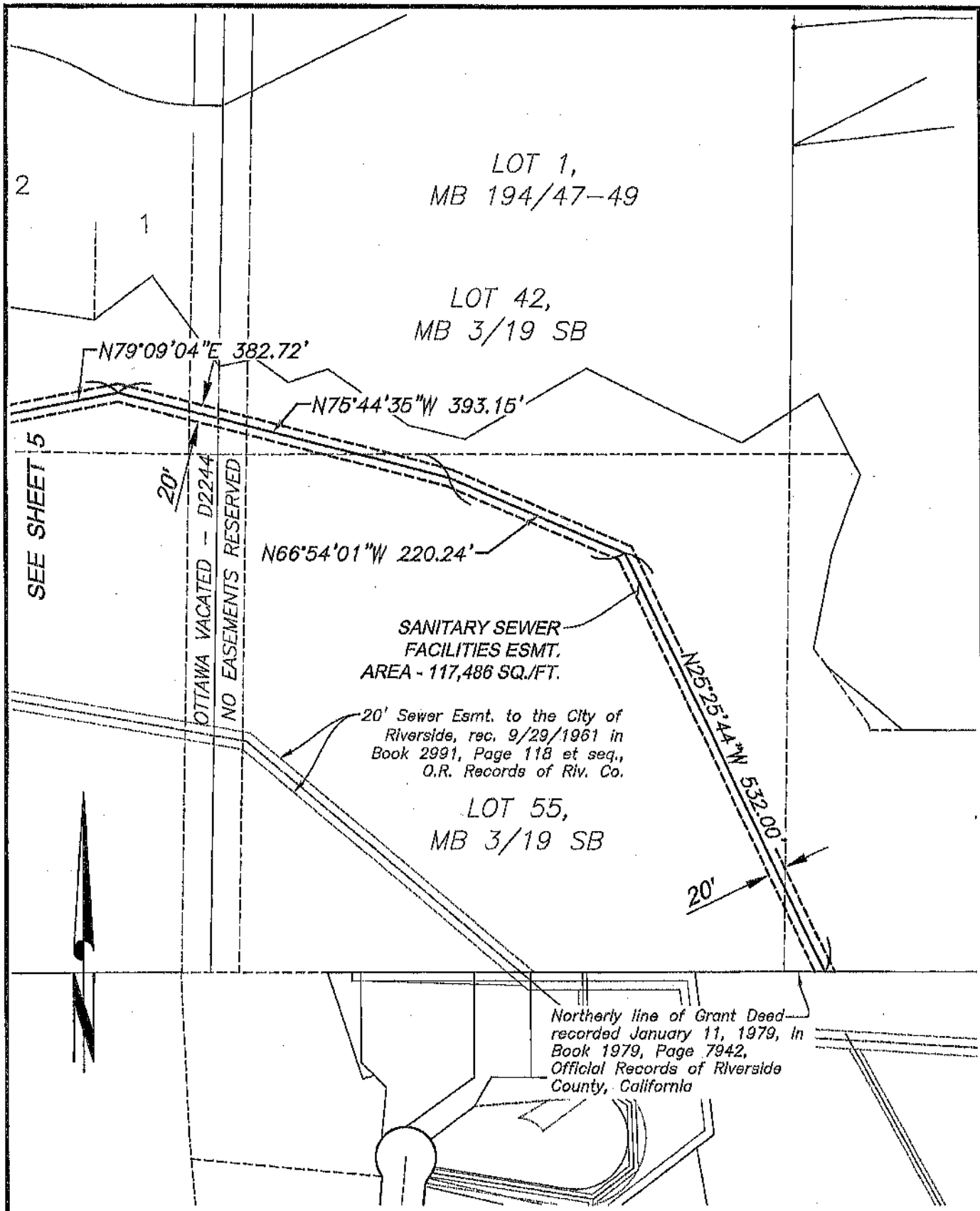
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 5 OF 6

SCALE: 1"=150'

DRAWN BY: DBW DATE: 5/09/2019

SUBJECT: TEQ. TRUNK SEWER PH. 2 VICTORIA C.C.



• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 6 OF 6

SCALE: 1"=150'

DRAWN BY: DBW DATE: 5/09/2019

SUBJECT: TEQ. TRUNK SEWER PH. 2 VICTORIA C.C.



# EXHIBIT "B"

When recorded mail to:

SURVEYOR  
City of Riverside  
Public Works Department  
3900 Main Street  
Riverside, California 92522

FOR RECORDER'S OFFICE USE ONLY

**NOTE TO COUNTY RECORDER:**

**DO NOT ACCEPT FOR RECORDING IF AN ADDITIONAL COVER SHEET IS ATTACHED.**

Project: Tequesquite Trunk Sewer Ph. II, Quitclaim Sewer Easement

Por. APN: 219-210-002, 221-280-001, 221-280-002,  
221-300-006 & 221-300-008

Address: 2521 Arroyo Drive

**DX -**

***QUITCLAIM DEED***

The CITY OF RIVERSIDE, a California charter city and municipal corporation, does hereby remise, release, and forever quitclaim to **Victoria Club, a California Corporation**, those certain easements located in the City of Riverside, County of Riverside, State of California as described in EXHIBIT A attached hereto and incorporated herein by this reference.

Dated: \_\_\_\_\_ 20\_\_\_\_

CITY OF RIVERSIDE,  
a California charter city and municipal corporation

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

Kris Martinez,  
Director of Public Works

Attest: \_\_\_\_\_

Colleen J. Nicol, City Clerk

**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 \_\_\_\_\_

} ss

On \_\_\_\_\_, before me, \_\_\_\_\_,  
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.

\_\_\_\_\_  
Notary Signature

**EXHIBIT A**

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

That easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of **Sanitary Sewer Facilities**, together with all necessary appurtenances, in, under, upon, over and along that certain real property in favor of the City of Riverside by easements recorded October 28, 2015 as Document #2015-0473833, October 28, 2015 as Document #2015-0473834, October 28, 2015 as Document #2015-0473835, October 28, 2015 as Document #2015-0473836 and October 28, 2015 as Document #2015-0473837 of Official Records of Riverside County, California.

This Document is intended to quitclaim all City of Riverside interest in those easements recorded October 28, 2015 as Document #2015-0473833, October 28, 2015 as Document #2015-0473834, October 28, 2015 as Document #2015-0473835, October 28, 2015 as Document #2015-0473836 and October 28, 2015 as Document #2015-0473837 of Official Records of said Riverside County which documents are superseded and replaced by the Easement from the Victoria Club to the City of Riverside recorded concurrently herewith. It is not intended to amend or quitclaim any other easements or rights recorded prior to or subsequent to said document.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Curtis C. Stephens 5/15/19 Prep. DBW  
Curtis C. Stephens, L.S. 7519 Date

