

**AGREEMENT FOR CONVEYANCE OF EASEMENT
BANK OF AMERICA, NATIONAL ASSOCIATION**

1.0 PARTIES AND DATE

THIS AGREEMENT is entered into by and between BANK OF AMERICA, NATIONAL ASSOCIATION, a National Banking Association ("Grantor") and CITY OF RIVERSIDE, a California charter city and municipal corporation ("City").

2.0 RECITALS

2.1 Grantor owns certain real property located at 10297 Magnolia Avenue, Riverside, California, bearing Assessor Parcel No. 145-220-032 ("Property").

2.2 City desires to purchase a permanent easement ("Easement") in a portion of the Property as described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein by reference ("Easement Area"), and Grantor desires to sell and convey the Easement to City.

2.3 The parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Easement.

3.0 AGREEMENT

3.1 **Purchase.** City agrees to buy and Grantor agrees to sell and convey the Easement for the purchase price and upon the terms and conditions hereinafter set forth.

3.2 **Purchase Price.** The total purchase price for the Easement shall be the lump sum of Seventy Eight Thousand One Hundred Dollars (\$78,100) ("Purchase Price"), which shall be paid by City to Grantor through Escrow Holder at close of this transaction.

3.3 **Escrow.** Upon execution of this Agreement by all parties, City shall open an escrow ("Escrow") with an escrow company ("Escrow Holder") to be selected by City for the purpose of consummating the purchase and sale of the Easement. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to complete this transaction. Any such instructions shall not conflict with, amend, or supersede any provision of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties agree in writing otherwise.

3.4 **Closing Date.** This transaction shall close on or before sixty (60) days following the execution of this Agreement ("Closing Date"). If the Escrow is not in a condition to close by Closing Date, any party who is not then in default may, upon notice in writing to Escrow Holder and the other party, demand the return of their money and/or documents. Upon return of the money and/or documents, all obligations and liabilities of the parties under this Agreement shall cease and terminate.

3.5 Condition of Title. Grantor shall convey to City a permanent easement in, under, over, across and along the Easement Area pursuant to the Grant of Easement attached hereto as Exhibit "C" (the Grant of Easement). At the City's option the Easement may be insured by a CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") issued by a title insurance company to be selected by City in an amount equal to the Purchase Price. Any exceptions to title representing monetary liens or any other encumbrances may, at the discretion of City be disapproved by City, and City shall provide written notice thereof to Grantor. If City does not approve of Grantor's condition of title to the Easement Area, then City may terminate this Agreement without any liability to Grantor. Title Policy shall show as exceptions with respect to the Easement all matters now or hereafter appearing in the public records, unless otherwise disapproved by the City.

3.6 Property Taxes and Assessments. Grantor has, or shall have paid, before Closing Date any and all current and past due taxes, assessment, penalties and interest levied and assessed against Property in the ordinary course of Grantor's business. Any delinquent taxes will be paid out of Grantor's proceeds through escrow.

3.7 Closing Costs. City shall pay the cost of Title Policy, all Escrow fees (including reconveyance fees, trustee's fees or forwarding fees for any partial reconveyance or subordination of a deed of trust or mortgage) if applicable, and all recording costs incurred herein. All parties acknowledge that City is exempt from payment of documentary transfer taxes.

3.8 Deposit of Funds and Documents. Prior to Closing Date, City shall deposit into Escrow (i) all Escrow and Closing Costs as described above; (ii) the Purchase Price to be paid to Grantor through Escrow; and (iii) such other documentation and sums as are necessary to close Escrow in conformance herewith.

Prior to Closing Date, Grantor shall deposit into Escrow (i) a properly executed Grant of Easement; and (ii) such other documents, if any, as are reasonably necessary to close this transaction in conformance herewith.

3.9 City's Conditions Precedent to Close of this Transaction. The close of this transaction is subject to the following conditions:

(a) All representations and warranties of Grantor set forth in this Agreement shall be true and correct as of close of this transaction; and

(b) Grantor shall timely perform all obligations required by the terms of this Agreement to be performed by them.

3.10 Grantor's Conditions Precedent to Close of this Transaction. For the benefit of Grantor, the close of this transaction shall be conditioned upon the following conditions.

(a) All representations and warranties of City set forth in this Agreement shall be true and correct as of close of this transaction.

(b) The timely performance by City of all obligations required of City by the terms of this Agreement.

3.11 Other Conditions.

(a) Grantor maintains the right to continue to use the Property covered by the Easements as long as said use does not interfere or conflict with the Easements granted herein.

(b) Grantor shall retain the right to keep, use and maintain existing driveways, ramps and walkways accessing its parcel across the Easements and right-of-way for vehicle and pedestrian ingress and egress purposes.

(c) During the initial construction period, City shall put in place appropriate mitigation measures to ensure continued safe access for all building users.

4.0 REPRESENTATIONS AND WARRANTIES OF GRANTOR

Grantor makes the following representations and warranties, each of which shall survive Closing Date:

(a) The execution and delivery of this Agreement by Grantor, Grantor's performance hereunder, and the consummation of this transaction will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Grantor is a present party, or by which Grantor is bound;

(b) Grantor will not enter into any agreements or undertake any new obligations prior to Closing Date which will in any way burden, encumber or otherwise affect Property and/or Easement without the prior written consent of City; and

(c) To Grantor's knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of Property is pending, proposed or threatened.

5.0 ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE

5.1 By execution of this Agreement, Grantor, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby acknowledge that this Agreement provides full payment for the acquisition of the Easement 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 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 Easement.

5.2 This Agreement arose out of City's efforts to acquire the Easement through its municipal authority. 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 Easement. 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 Easement, or to construct works of improvement thereon, or any preliminary steps thereto. Notwithstanding the foregoing, should City cause damage to the property during construction, this section will not bar Grantor from claiming any damages."

5.3 Grantor hereby acknowledges that they have or have had an opportunity to speak with an 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 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."

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.

This acknowledgment and release shall survive Closing Date.

6.0 REMEDIES

If Grantor defaults under this Agreement, then City may, at City's option, terminate the transaction or initiate an action for specific performance of this Agreement, or pursue any other rights or remedies that City may have at law or in equity. If City defaults under this Agreement, then Grantor may, at Grantor's option, terminate the transaction or pursue any rights or remedies that Grantor may have at law or in equity.

7.0 MISCELLANEOUS

7.1 **Notice.** 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, duly registered or certified, with postage prepaid, and addressed as follows:

Grantor: Bank of America, National Association
101 N. Tryon Street
Charlotte, N.C. 28246

City: CITY OF RIVERSIDE
Community Development Department
3900 Main Street
Riverside, CA 92522
(951) 826-5649 (phone)
(951) 826-5744 (fax)

Any notice or other documents sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of seventy-two (72) hours following the deposit of said notice or other documents in the United States mail.

7.2 Time of Essence. Time is of the essence with respect to each and every provision hereof.

7.3 Governing Law. All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California.

7.4 Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

7.5 Severability. If any provision of this Agreement, or its application to any party or circumstances, is determined to be invalid or unenforceable to any extent by a court of competent jurisdiction, then the remainder of this Agreement, and the application of such provision to persons or circumstances other than those to which said provision has been determined to be invalid or unenforceable, shall not be affected thereby and each provision thereof shall be valid and enforced to the fullest extent permitted by law.

7.6 Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

7.7 Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

7.8 Amendments. This Agreement may be amended or supplemented only by written documents signed by all parties.

7.9 Nondiscrimination. The parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, in connection with the performance of this Agreement. The parties further agree to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

7.10 Additional Documents. The parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

7.11 No Merger. All representations, warranties, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Grant of Easement.

7.12 Ratification. This Agreement is subject to approval and ratification by the City Council of the City of Riverside.

7.13 Authorization to Sign. Grantor hereby represents and warrants to City that they are the sole owner of the referenced Property, subject to all matters of public record, and that they have the authority to enter into this Agreement.

7.14 Counterparts. This Agreement may be executed in two (2) or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be one and the same instrument when each party signs each such counterpart.

8.0 INSURANCE

This is to certify that the City is self-insured for \$3,000,000 which includes general liability, automobile liability, and worker's compensation as shown in the attached certificate of self-insurance attached hereto as Exhibit "D".

(Signatures on following page)

EXECUTED on the date or dates set forth below. This Agreement shall be effective as of the date signed by all parties.

City:

CITY OF RIVERSIDE

Grantor:

BANK OF AMERICA, NATIONAL ASSOCIATION, a National Banking Association

By: _____
City Manager

By: Leslie O'Brien
Printed Name: Leslie O'Brien
Its: Vice President

Dated: _____

Dated: 11/17/14

ATTEST:

02# 30809
CA#-134

By: _____
City Clerk

By: _____
Printed Name:
Its:

*Certified as to funds availability:

Dated: _____

By: _____
Finance Director

*Required if not approved by council action.

Approved as to Form:

By: [Signature]
Chief Assistant City Attorney

\\Rc-city\lawprod\Cycom\WPDocs\D010\P018\00293566.DOC
CA: 14-1316

EXHIBIT "A"

Legal Description

EXHIBIT "A"

Public Utility Easement
POR. A.P.N. 145-220-032

All that certain real property situated in the City of Riverside, County of Riverside, State of California, and is described as follows:

That portion of Parcel 1 of Parcel Map, filed in Book 3, Page 58 of Parcel Maps, Records of Riverside County, California, described as follows:

BEGINNING at the most Westerly corner of said Parcel 1, said corner also being the most northerly corner of land described in grant deed to the City of Riverside by document recorded June 18, 1971 as Instrument No. 66093, Official Records of said Riverside County;

THENCE North $56^{\circ}00'30''$ East along the northerly line of said Parcel 1, a distance of 8.76 feet;

THENCE South $33^{\circ}39'05''$ East, a distance of 192.44 feet;

THENCE South $35^{\circ}53'20''$ East, a distance of 25.13 feet to a point on the northerly line of land described in a grant deed to the City of Riverside by document recorded on September 20, 1991, as Instrument No. 327351, Official Records of said Riverside County, said point is also a point in a non-tangent curve with a radius of 31.50 feet concaving northerly and a radial line to said point bears South $13^{\circ}07'17''$ West;

THENCE Northwesterly along said curve to the right, a distance of 23.57 feet through a central angle of 42°52'43" to a point on the westerly line of said Parcel 1, said point being the most Northerly corner of said land described in said last described Grant Deed;

THENCE North 34°00'00" West along said westerly line, a distance of 196.12 feet to the POINT OF BEGINNING.

Containing 0.04 acres or 1718 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


Richard F. Wenglikowski, L.S. 4904

2-16-14
Date



DESCRIPTION APPROVAL:

BY:  2/22/14 DATE
FOR: CURTIS C. STEPHENS, L.S. 7519
CITY SURVEYOR

EXHIBIT "B"

Plat

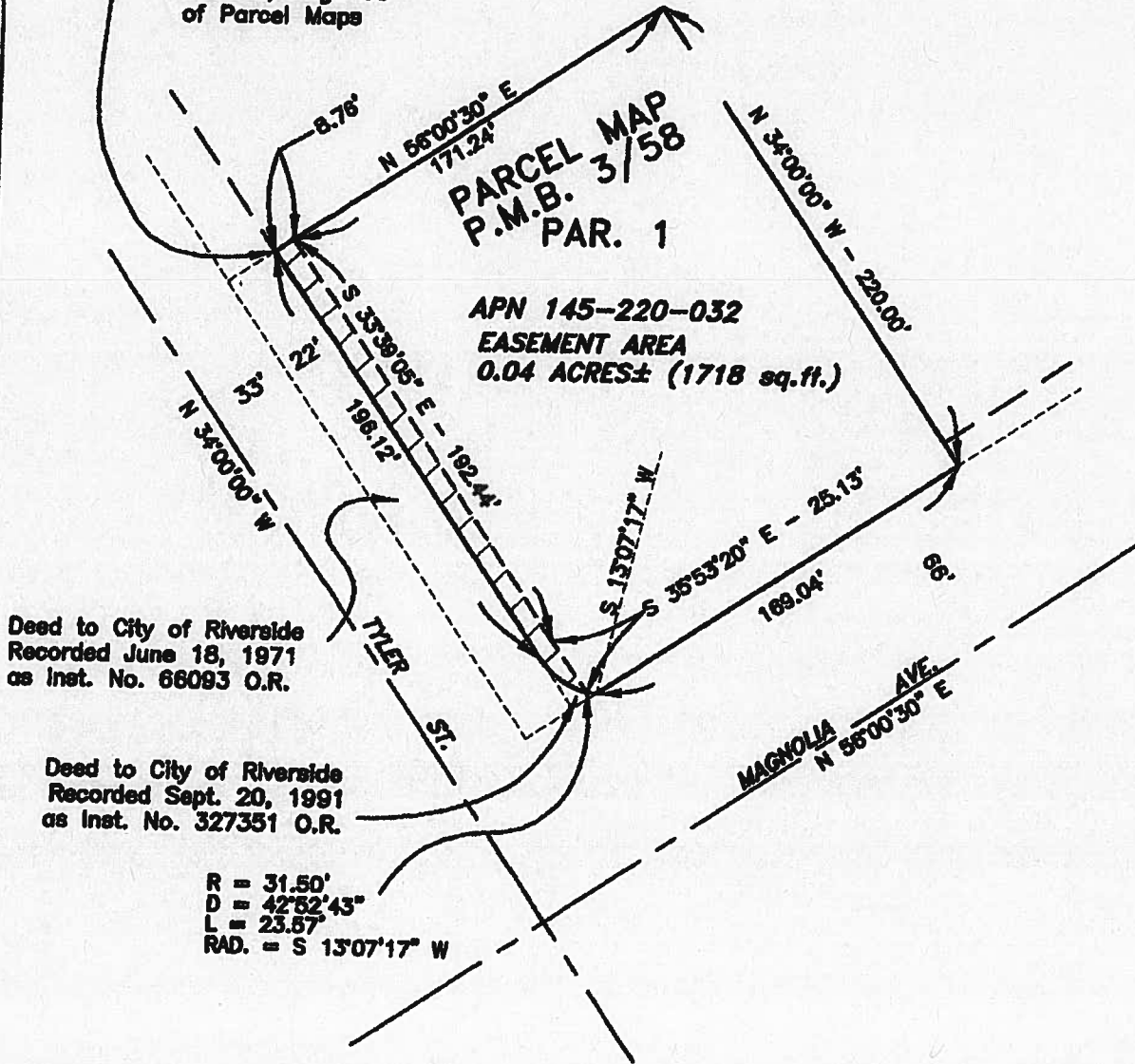
EXHIBIT "B"

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.



NOT TO SCALE

POB
Most Westerly Corner
Parcel 1
Book 3, Page 58
of Parcel Maps



Deed to City of Riverside
Recorded June 18, 1971
as Inst. No. 66093 O.R.

Deed to City of Riverside
Recorded Sept. 20, 1991
as Inst. No. 327351 O.R.

R = 31.50'
D = 42°52'43"
L = 23.57'
RAD. = S 13°07'17" W

Richard F.
Wenglikowski PLS
Cesar, ID
208-720-5892

DATE
11/22/13

**CITY OF RIVERSIDE PUBLIC UTILITY
PUBLIC UTILITY EASEMENT**

PROJECT: 69KV RTRP PROJECT

SHEET NO.
1 of 1

DRAWING NO.
CB-80N-D31

EXHIBIT "C"

Grant of Easement

When recorded mail to:

Exhibit "C"

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: Riverside Transmission Reliability Project
APN: 145-220-032 (Portion)

D-

EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association, as Grantor, grants 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 *electric energy distribution and transmission facilities, and telecommunication facilities*, (collectively "Permitted Facilities"), together with all necessary appurtenances, in, under, upon, over and along that certain real property described in EXHIBIT "A" and depicted in EXHIBIT "B" attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California ("Easement Area").

Grantor also grants to Grantee 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 Easement Area, and to deposit tools, implements and other materials in the Easement Area by Grantee, its officers, agents and employees whenever and wherever necessary for the purpose of constructing, reconstructing, maintaining, operating, inspecting, repairing, replacing, relocating, renewing and removing the Permitted Facilities in the Easement Area.

Grantee shall not have access to any portion of Grantor's property other than the Easement Area, other than for ingress and egress. Grantor shall at all times retain and reserve the right to make full use of Grantor's property, including the Easement Area, provided that such use is not inconsistent with the rights granted and does not in any way interfere with the use of the easement granted herein.

Following any work or other activity in or about the Easement Area, including without limitation any excavation in connection with such work, Grantee shall promptly repair any damage and restore the Easement Area or any other affected areas of the Property to the same condition as existed immediately prior to the commencement of any such work or activity.

**Bank of America, National Association
APN: 145-220-032 (Portion)**

Grantee shall not be permitted to enter into any assignment of this easement or any subeasement without prior written consent of Grantor, unless said subeasement is to an entity of Grantee.

EXCEPTING AND RESERVING therefrom Grantor's right to keep and maintain existing driveways, ramps and walkways accessing said parcel, across said easement and right-of-way for vehicle and pedestrian ingress and egress purposes, and any facilities installed by grantee under this easement shall be located so as not to interfere with the vehicle or pedestrian traveled portion of said easement and right-of-way.

Date: _____

**BANK OF AMERICA, NATIONAL
ASSOCIATION, a national banking
association**

By: _____

By: _____

Print: _____

Print: _____

Its: _____

Its: _____

Bank of America, National Association
APN: 145-220-032 (Portion)

**CERTIFICATE OF ACCEPTANCE
(Government Code Section §21027)**

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

APPROVED AS TO FORM

By: _____
Supervising Deputy City Attorney

EXHIBIT "A"

Public Utility Easement
POR. A.P.N. 145-220-032

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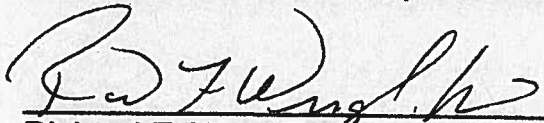
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THENCE Northwesterly along said curve to the right, a distance of 23.57 feet through a central angle of 42°52'43" to a point on the westerly line of said Parcel 1, said point being the most Northerly corner of said land described in said last described Grant Deed;

THENCE North 34°00'00" West along said westerly line, a distance of 196.12 feet to the POINT OF BEGINNING.

Containing 0.04 acres or 1718 square feet more or less.

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Richard F. Wenglikowski, L.S. 4904

2-16-14
Date



DESCRIPTION APPROVAL:

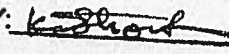
BY: 
DATE 2/25/2014
FOR: CURTIS C. STEPHENS, L.S. 7519
CITY SURVEYOR

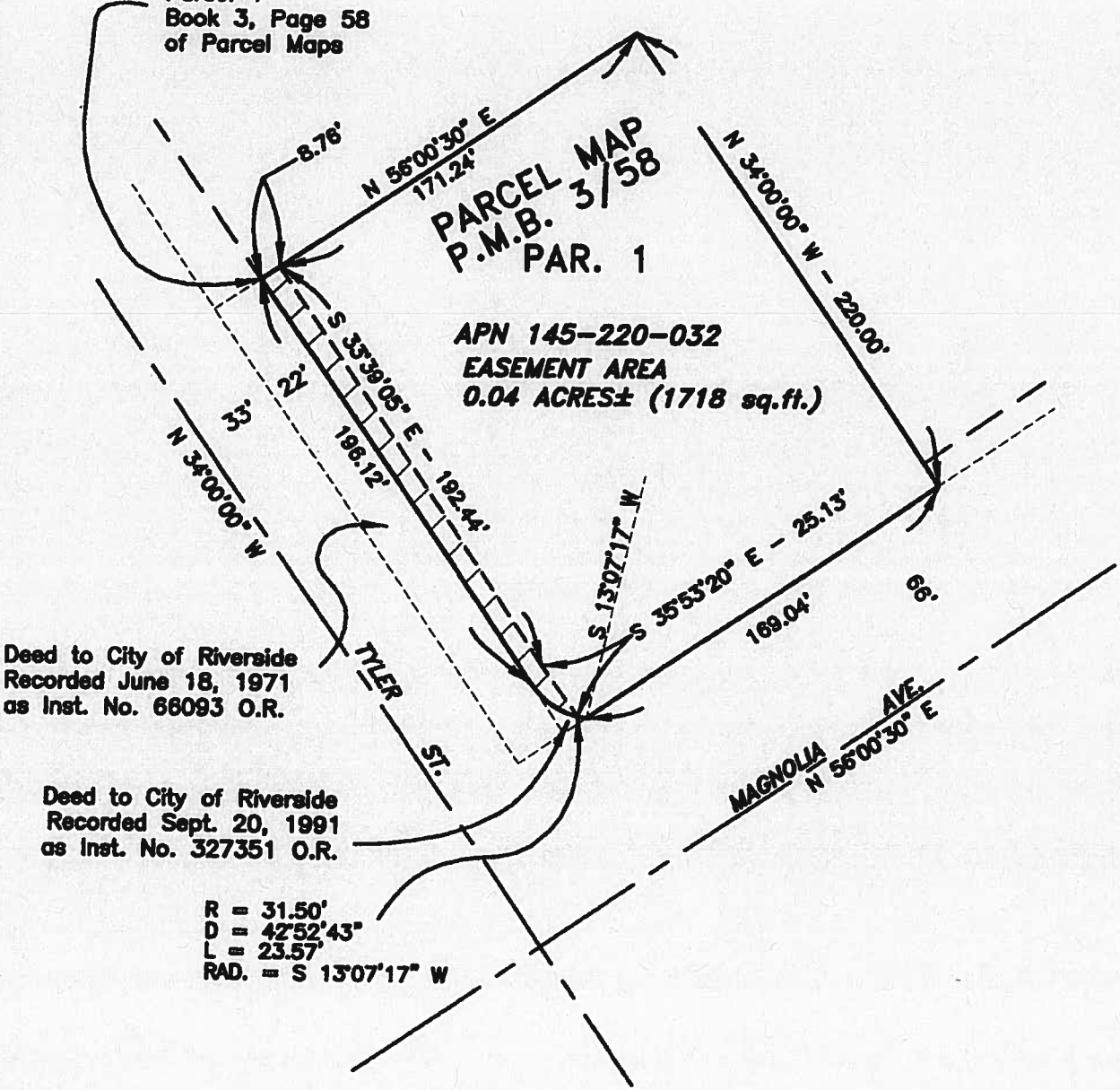
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NOT TO SCALE

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Deed to City of Riverside
 Recorded Sept. 20, 1991
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R = 31.50'
 D = 42°52'43"
 L = 23.57'
 RAD. = S 13°07'17" W

Richard F.
 Wenglikowski PLS
 Carey, ID
 208-720-5692

DATE
 11/22/13

CITY OF RIVERSIDE PUBLIC UTILITY
 PUBLIC UTILITY EASEMENT

PROJECT: 69KV RTRP PROJECT

SHEET NO.
 1 of 1

DRAWING NO.
 CB-80N-D31

Exhibit "D"

Certificate of Self-Insurance



**Finance Department
Purchasing/Risk Management Division**

City of Arts & Innovation

No. 16-25

This Certificate is issued to:
Bank of America, National Association
101 N. Tyron Street
Charlotte, North Carolina 28246

CERTIFICATE OF SELF-INSURANCE

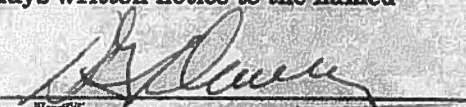
This is to certify that the City of Riverside is self-insured for the following coverages:

	TYPE OF COVERAGE	SELF-INSURED LIMITS
I.	GENERAL LIABILITY:	
	Commercial Form (Bodily Injury And Property Damage)	
	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
II.	AUTOMOBILE LIABILITY (each occurrence): Vehicle owned, Non-owned and Hired	\$1,000,000
III.	WORKERS' COMPENSATION	
	Each accident	\$1,000,000
	Each Employee for Disease	\$1,000,000
	Employers' Liability	\$1,000,000
IV.	SPECIAL TERMS & CONDITIONS:	

The above named certificate holder is extended general liability coverage in connection with the City of Riverside, Transmission Reliability Project – 69kV at the following location: 10297 Magnolia Avenue, Riverside, California 92503. Construction scheduled from October 2018 to October 2020.

CANCELLATION: Should any of the above described programs of self-insurance be modified or cancelled before the expiration date shown below, the City of Riverside will give 30 days written notice to the named Certificate Holder.

DATE ISSUED: September 29, 2016


Arturo Torres, C.P.M. Risk Manager

CERTIFICATE EXPIRES: June 30, 2017