

## **AGREEMENT FOR CONVEYANCE OF EASEMENTS**

### **MACY'S WEST STORES, INC.**

#### **1.0 PARTIES AND DATE**

THIS AGREEMENT is entered into by and between MACY'S WEST STORES, INC. an Ohio Corporation by merger with Macy's California Realty, LLC, a Delaware limited liability company ("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 3475 and 3535 Tyler Street, Riverside, California, bearing Assessor Parcel No(s). 234-020-010, 234-020-045, and 234-020-046 ("Property").

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

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

#### **3.0 AGREEMENT**

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

3.2 **Purchase Price.** The total purchase price for the Easements shall be the lump sum of One Hundred Three Thousand One Hundred Dollars (\$103,100), 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 Easements. 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. If the party making the demand is one other than City, then prior to complying with the demand, Escrow Holder shall obtain the written consent of City. Upon receipt of the written consent of City, and the return of the money and/or documents, all

obligations and liabilities of the parties under this Agreement shall cease and terminate. If no such demand is made, the transaction shall be closed as soon as possible.

**3.5 Condition of Title.** Grantor shall convey title to the Easements to City as evidenced 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. Title Policy shall show as exceptions with respect to the Easements only matters approved in writing by City. Any exceptions to title representing monetary liens or encumbrances may, at the discretion of Buyer, be disapproved by City, and upon the discretion of City, Escrow Holder is hereby authorized and instructed to cause the reconveyance, partial reconveyance, or subordination, as the case may be, of any such monetary exceptions to City's title to the Easements at or prior to Close of Escrow.

**3.6 Property Taxes and Assessments.** Grantor has, or shall have paid, before Closing Date, any and all current and past due taxes, assessments, penalties and interest levied and assessed against Property. If not paid prior to Closing Date, upon demand by City to pay, Grantor hereby authorizes Escrow Holder to disburse to the taxing authority from funds otherwise due to Grantor an amount sufficient to discharge said taxes, assessments, penalties and interest.

**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 as is necessary to close Escrow in conformance herewith.

Prior to Closing Date, Grantor shall deposit into Escrow (i) properly executed Grants of Easements, copies of which are attached to this Agreement as Exhibit "C", Exhibit "C-1" and Exhibit "C-2"; and (ii) such other documents and sums, if any, as are 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 timely performance by City of all obligations required of City by the terms of this Agreement.

#### **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 Easements 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 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 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 Easements.

5.2 This Agreement arose out of City's efforts to acquire the Easements 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 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 Easements, or to construct works of improvement thereon, or any preliminary steps thereto.

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 in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Grantor:	Macy's California Realty, LLC Real Estate Department Attn: Tracy L. Hughes, Director 7 West Seventh Street Cincinnati, OH 45202
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City:	CITY OF RIVERSIDE Community Development Department 3900 Main Street Riverside, CA 92522 (951) 826-5649 (phone) (951) 826-5744 (fax)
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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 twenty-four (24) 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 Grants of Easements.

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, 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.

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, a California  
charter city and municipal corporation

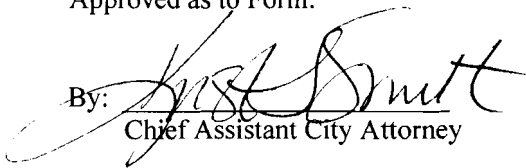
By: \_\_\_\_\_  
City Manager

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

ATTEST:


By: \_\_\_\_\_  
City Clerk

Approved as to Form:

By:   
Chief Assistant City Attorney

**Grantor:**

MACY'S WEST STORES, INC.  
An Ohio Corporation by merger with  
MACYS California Realty, LLC, a Delaware limited  
liability company

By:   
Name: Charles D. Giovanna  
Its: Senior Vice President

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

EXHIBIT "A"

## EXHIBIT "A"

Public Utility Easement  
POR. A.P.N. 234-020-010

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

The northeasterly 7.50 feet of the southwesterly 12.50 feet of Parcel 15 of Parcel Map No. 23114, as per map filed in Parcel Map Book 169, pages 74 through 82, inclusive of Parcel Maps, in the office of the County Recorder of said Riverside County;

**EXCEPTING THEREFROM** that portion lying within the southeasterly 175.00 feet of said Parcel 15.

Containing 0.02 Acres or 693 square feet more or less.

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

Richard F. Wenglikowski 12/7/4  
Richard F. Wenglikowski, L.S. 4904 Date

DESCRIPTION APPROVAL:

BY: Curtis C. Stephens 12/22/2014  
DATE  
FOR: CURTIS C. STEPHENS, L.S. 7519  
CITY SURVEYOR





## EXHIBIT "A"

Public Utility Easement (Overhead)  
POR. A.P.N. 234-020-010


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

The northeasterly 7.50 feet of the southwesterly 12.50 feet of the southeasterly 175.00 feet of Parcel 15 of Parcel Map No. 23114, as per map filed in Parcel Map Book 169, pages 74 through 82, inclusive of Parcel Maps, in the office of the County Recorder of said Riverside County.

Containing 0.03 Acres or 1,313 square feet more or less.


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

 12/7/14  
Richard F. Wenglikowski, L.S. 4904      Date



DESCRIPTION APPROVAL:

BY:  12/22/2014  
DATE  
FOR: CURTIS C. STEPHENS, L.S. 7519  
CITY SURVEYOR

## EXHIBIT "A"

Public Utility Easement  
POR. A.P.N. 234-020-046

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

That portion of Parcel A of Certificate of Compliance for Lot Line Adjustment per document recorded February 6, 2009, per Document No. 2009-0058615 of Official Records of Riverside County, California, described as follows:

**BEGINNING** at the most southerly corner of said Parcel A;

THENCE North 34°52'12" West along the southwesterly line of said Parcel A, a distance of 131.67 feet to an angle point in the westerly line of said Parcel A;

THENCE continuing along said southwesterly line, North 34°00'00" West, a distance of 150.00 feet to the most westerly corner of said Parcel A;

THENCE North 56°00'00" East along the northwesterly line of said Parcel A, a distance of 16.16 feet;

THENCE South 34°32'52" East, a distance of 229.79 feet;

THENCE South 31°37'31" East, a distance of 53.01 feet to a point on the southerly line of said Parcel A, distant northeasterly 14.20 feet from the Point of Beginning;

THENCE South 60°24'17" West along the southeasterly line of said Parcel A, a distance of 14.20 feet to the **POINT OF BEGINNING**;

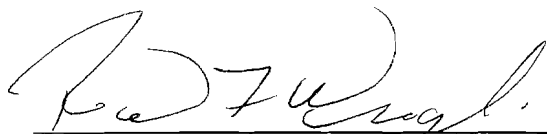
EXCEPTING THEREFROM that portion of said Parcel A described in Grant of Easement in favor of the City of Riverside, by document recorded June 12, 1985, as Instrument No. 126830 of Official Records of said Riverside County;

ALSO EXCEPTING THEREFROM that portion of said Parcel A lying within that certain easement for sidewalks, landscape, public utilities and waterline facilities designated as, "sidewalk, landscape, public utilities and waterline easement," by Parcel Map No. 23114, filed in Parcel Map Book 169, Pages 74 through 82, Records of Riverside County, California.

Containing 0.08 acres or 3394 square feet more or less.

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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:  2-24-14  
DATE

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

EXHIBIT "B"

# 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.



SCALE: 1" = 100'

PAR. 1

PARCEL MAP NO. 23114  
P.M.B. 169/74-82

PAR. 14

L=89.54', R=57.00'  
Δ 90°00'00"

L=38.48', R=57.00'  
Δ 38°48'30"

TYLER ST

0.02 ACRES±  
(APN 234-020-010)  
EASEMENT AREA  
PAR. 15  
(693 sq.ft.)

5' WIDE UTILITY EASEMENT  
PER PARCEL MAP NO. 23114  
PM BK 169, PGS. 74-82

CERTIFICATE OF COMPLIANCE  
2/6/2009 - 2009-58615 O.R.  
PARCEL A

PAR. 16

①  
R=57.00'  
Δ 14°29'51"  
L=14.27'

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

CITY OF RIVERSIDE PUBLIC UTILITY  
PUBLIC UTILITY EASEMENT

SHEET NO.  
1 of 1

DATE  
10/27/14

PROJECT: 69KV RTRP PROJECT

DRAWING NO.  
CB-80N-3

# 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.



SCALE: 1" = 100'

PAR. 1

PARCEL MAP NO. 23114  
P.M.B. 169/74-82

PAR. 14

0.03 ACRES±  
(APN 234-020-010)  
EASEMENT AREA  
PAR. 15  
(1,313 sq. ft.)

TYLER ST

N56°00'00"E  
7.50'

5' WIDE UTILITY EASEMENT  
PER PARCEL MAP NO. 23114  
PM BK 169, PGS. 74-82

CERTIFICATE OF COMPLIANCE  
2/6/2009 - 2009-58615 O.R.  
PARCEL A

PAR. 16

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

DATE  
05/30/14

CITY OF RIVERSIDE PUBLIC UTILITY  
PUBLIC UTILITY EASEMENT

PROJECT: 69KV RTRP PROJECT

SHEET NO.  
1 of 1

DRAWING NO.  
CB-80N-3A

# 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

PAR. 1

PARCEL MAP 23114  
P.M. BK. 169, PGS. 74-82

PAR. 14

PAR. 15

APN's 234-020-046  
EASEMENT AREA  
0.08 ACRES± (3394 sq.ft.)

TYLER  
ST.

CERTIFICATE OF COMPLIANCE  
2/6/2009 - No. 2009-58615 O.R.  
PARCEL A

POR. PAR. 14

PAR. 16

5' wide Utility Easement  
per Parcel Map No. 23114  
PM BK. 169, PGS. 74-82

Grant of Easement to City of Riverside  
June 12, 1985  
Inst. No. 126830 O.R.  
(see DESCRIPTION above)

N 34°52'12" W - 131.67'

16.16'  
N56°00'00"E  
133.84'

S 34°32'52"E  
229.79'

N 34°00'00"W  
150.00'

S 31°37'31"E - 53.01'

201.51'

S 60°24'17"W - 14.20'

RIVERSIDE  
FREEWAY

POB

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

CITY OF RIVERSIDE PUBLIC UTILITY  
PUBLIC UTILITY EASEMENT

SHEET NO.

1 of 1

DATE

02/04/14

PROJECT: 69KV RTRP PROJECT

DRAWING NO.

CB-80N-D41

EXHIBIT "C"



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: 234-020-010 (Portion)

**D-**

## EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MACY'S WEST STORES, INC., an Ohio Corporation by merger with Macy's California Realty, LLC, a Delaware limited liability company, 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*, 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.

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 whenever and wherever necessary for the purpose of constructing, reconstructing, maintaining, operating, inspecting, repairing, replacing, relocating, renewing and removing said *electric energy distribution and transmission facilities, and telecommunication facilities*.

Date: \_\_\_\_\_

MACY'S WEST STORES, INC., an Ohio Corporation  
by merger with Macy's California Realty, LLC, a  
Delaware limited liability company

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

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

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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

MACY'S WEST STORES, INC., an Ohio Corporation by merger with Macy's California Realty, LLC, a Delaware limited liability company  
APNS: 234-020-010 (Portion)

### ACKNOWLEDGEMENT

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 OHIO                    )  
  )ss  
COUNTY OF HAMILTON    )

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

MACY'S WEST STORES, INC., an Ohio Corporation by merger with Macy's California Realty, LLC, a Delaware limited liability company  
APNS: 234-020-010 (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. 234-020-010

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

The northeasterly 7.50 feet of the southwesterly 12.50 feet of Parcel 15 of Parcel Map No. 23114, as per map filed in Parcel Map Book 169, pages 74 through 82, inclusive of Parcel Maps, in the office of the County Recorder of said Riverside County;

**EXCEPTING THEREFROM** that portion lying within the southeasterly 175.00 feet of said Parcel 15.

Containing 0.02 Acres or 693 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 12/2/4  
Richard F. Wenglikowski, L.S. 4904 Date

DESCRIPTION APPROVAL:

BY: Curtis C. Stephens 12/2/4  
DATE

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

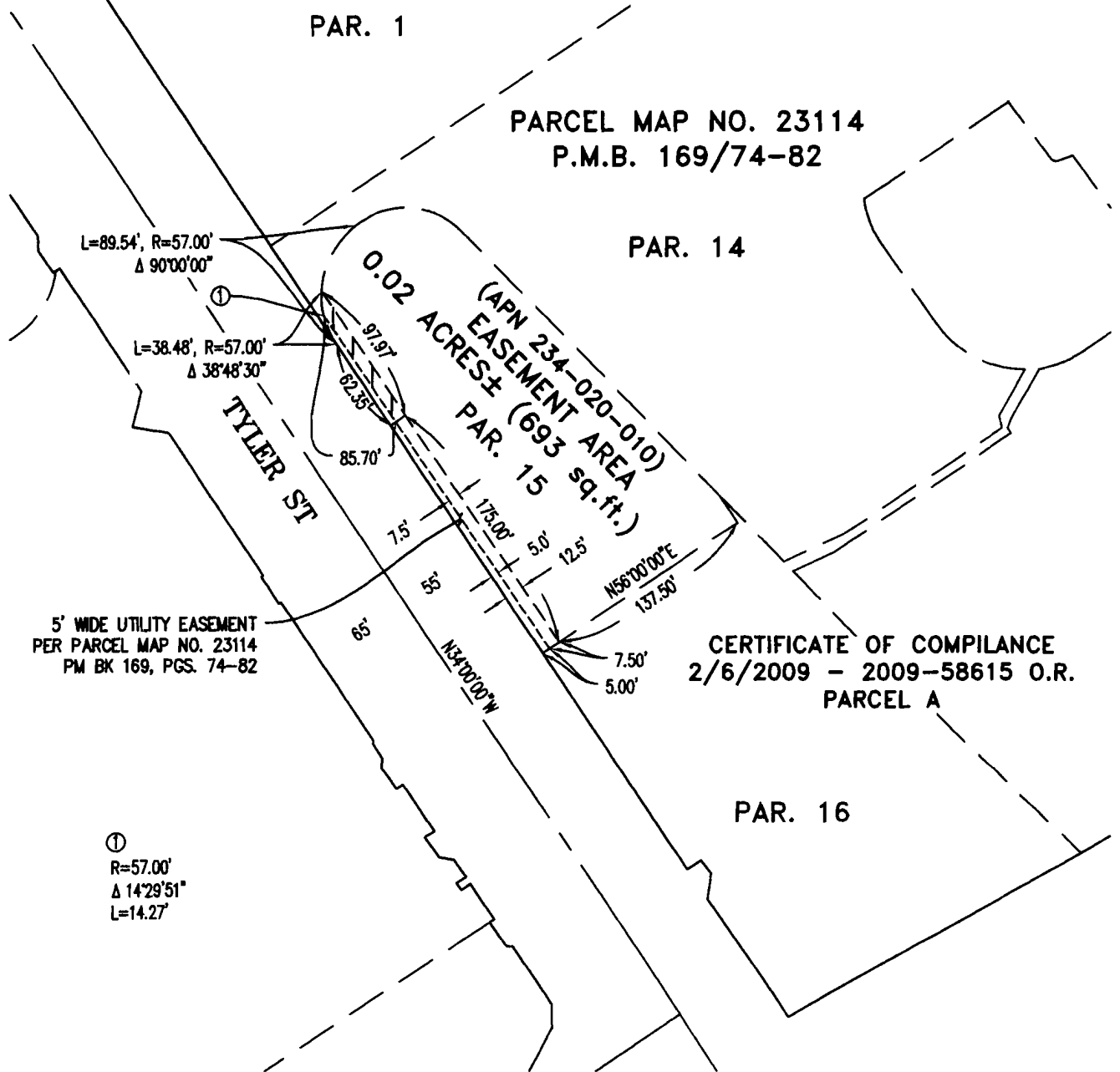


# EXHIBIT "B"

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.



SCALE: 1" = 100'



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

CITY OF RIVERSIDE PUBLIC UTILITY  
PUBLIC UTILITY EASEMENT

SHEET NO.  
1 of 1

DATE  
10/27/14

PROJECT: 69KV RTRP PROJECT

DRAWING NO.  
CB-80N-3

EXHIBIT "C-1"

When recorded mail to:

## Exhibit "C-1"

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: 234-020-010 (Portion)

**D-**

## **OVERHEAD EASEMENT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MACY'S WEST STORES, INC., an Ohio Corporation by merger with Macy's California Realty, LLC, a Delaware limited liability company, 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*, together with all necessary appurtenances over 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.

Further, Grantor reserves in Grantor and Grantor's successors and assigns the right to leave in place and maintain the existing improvements within or below the easement area, provided however that Grantor shall not erect, place, construct, nor permit to be erected, placed or constructed any structures or modifications to existing structures above the existing finished height of any structures existing as of the date of recordation of this easement to the extent such added height interferes with Grantee's benefit and use of the easement. This height restriction is made supplemental to additions to existing structures and is hereby imposed in said Easement.

TOGETHER WITH the right to clear and keep clear said easement and right-of-way from any structures or trees, except for those structures existing as of the date of recordation of this easement, to enter upon and to pass and repass over and along said real property 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 said *electric energy distribution and transmission facilities, and telecommunication facilities*.

Date: \_\_\_\_\_

MACY'S WEST STORES, INC., an Ohio Corporation  
by merger with Macy's California Realty, LLC, a  
Delaware limited liability company

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

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

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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

MACY'S WEST STORES, INC., an Ohio Corporation by merger with Macy's California Realty, LLC, a Delaware limited liability company  
APN: 234-020-010 (Overhead Portion)

### ACKNOWLEDGEMENT

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 OHIO                     )  
  )ss  
COUNTY OF HAMILTON    )

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



MACY'S WEST STORES, INC., an Ohio Corporation by merger with Macy's California Realty, LLC, a Delaware limited liability company  
APN: 234-020-010 (Overhead 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 (Overhead)  
POR. A.P.N. 234-020-010


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

The northeasterly 7.50 feet of the southwesterly 12.50 feet of the southeasterly 175.00 feet of Parcel 15 of Parcel Map No. 23114, as per map filed in Parcel Map Book 169, pages 74 through 82, inclusive of Parcel Maps, in the office of the County Recorder of said Riverside County.

Containing 0.03 Acres or 1,313 square feet more or less.


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

 12/7/14  
Richard F. Wenglikowski, L.S. 4904      Date



DESCRIPTION APPROVAL:

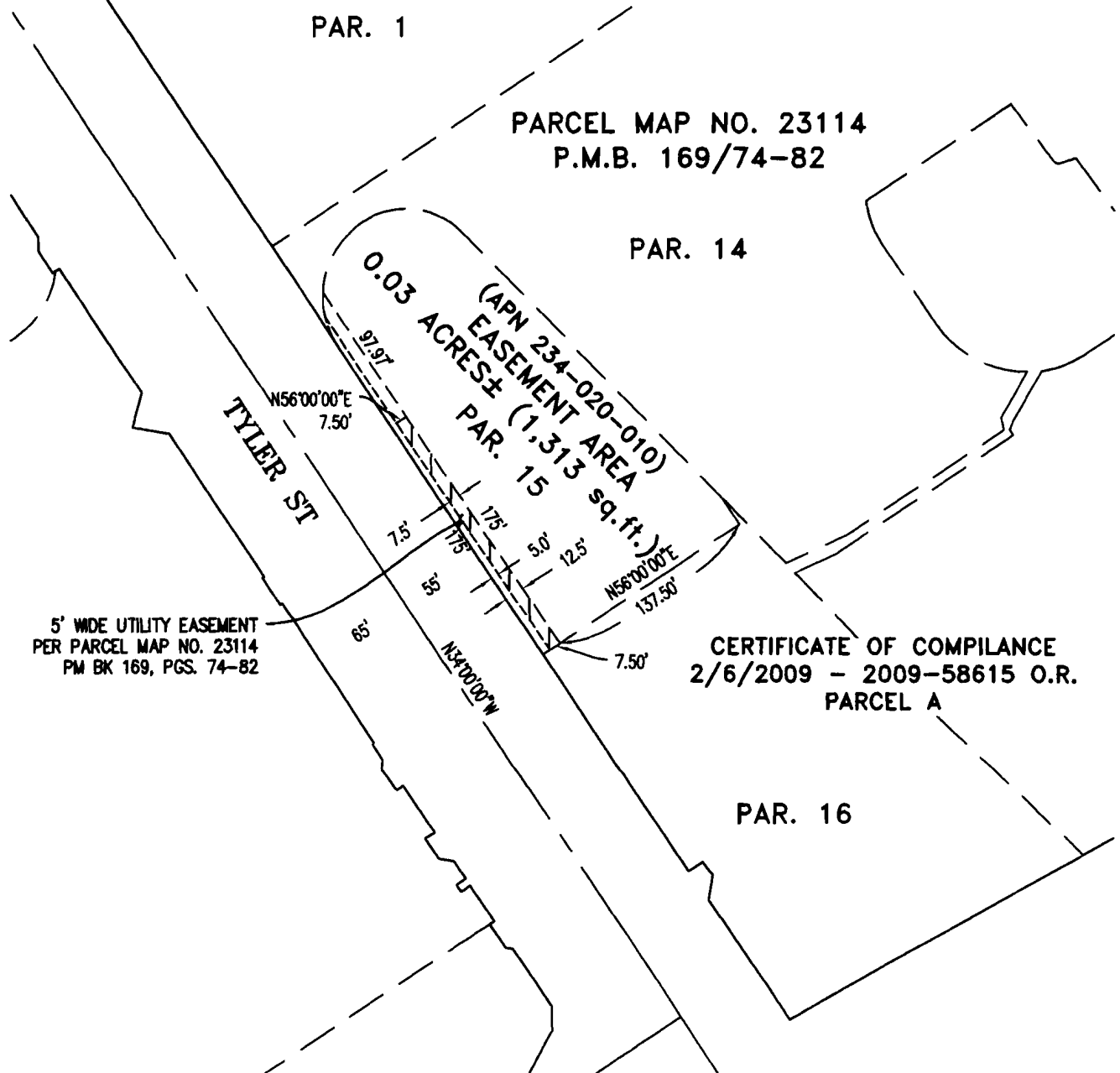
BY:  12/2/14      DATE  
FOR: CURTIS C. STEPHENS, L.S. 7519  
CITY SURVEYOR

# 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.



SCALE: 1" = 100'



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

DATE  
05/30/14

CITY OF RIVERSIDE PUBLIC UTILITY  
PUBLIC UTILITY EASEMENT

PROJECT: 69KV RTRP PROJECT

SHEET NO.  
1 of 1

DRAWING NO.  
CB-80N-3A

EXHIBIT "C-2"

When recorded mail to:

## Exhibit "C-2"

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)

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FOR RECORDER'S OFFICE USE ONLY

Project: Riverside Transmission Reliability Project  
APN: 234-020-046 (Portion)

**D-**

## EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MACY'S WEST STORES, INC., an Ohio Corporation by merger with Macy's California Realty, LLC, a Delaware limited liability company, 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*, 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.

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 whenever and wherever necessary for the purpose of constructing, reconstructing, maintaining, operating, inspecting, repairing, replacing, relocating, renewing and removing said *electric energy distribution and transmission facilities, and telecommunication facilities*.

Date: \_\_\_\_\_

MACY'S WEST STORES, INC., an Ohio Corporation  
by merger with Macy's California Realty, LLC, a  
Delaware limited liability company

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

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

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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

MACY'S WEST STORES, INC., an Ohio Corporation by merger with Macy's California Realty, LLC, a Delaware limited liability company  
APN: 234-020-046 (Portion)

### ACKNOWLEDGEMENT

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 OHIO                    )  
  )ss  
COUNTY OF HAMILTON    )

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

MACY'S WEST STORES, INC., an Ohio Corporation by merger with Macy's California Realty, LLC, a Delaware limited liability company  
APN: 234-020-046 (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. 234-020-046

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

That portion of Parcel A of Certificate of Compliance for Lot Line Adjustment per document recorded February 6, 2009, per Document No. 2009-0058615 of Official Records of Riverside County, California, described as follows:

**BEGINNING** at the most southerly corner of said Parcel A;

THENCE North 34°52'12" West along the southwesterly line of said Parcel A, a distance of 131.67 feet to an angle point in the westerly line of said Parcel A;

THENCE continuing along said southwesterly line, North 34°00'00" West, a distance of 150.00 feet to the most westerly corner of said Parcel A;

THENCE North 56°00'00" East along the northwesterly line of said Parcel A, a distance of 16.16 feet;

THENCE South 34°32'52" East, a distance of 229.79 feet;

THENCE South 31°37'31" East, a distance of 53.01 feet to a point on the southerly line of said Parcel A, distant northeasterly 14.20 feet from the Point of Beginning;



THENCE South 60°24'17" West along the southeasterly line of said Parcel A, a distance of 14.20 feet to the **POINT OF BEGINNING**;

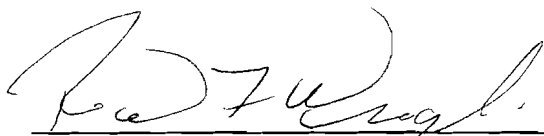
EXCEPTING THEREFROM that portion of said Parcel A described in Grant of Easement in favor of the City of Riverside, by document recorded June 12, 1985, as Instrument No. 126830 of Official Records of said Riverside County;

ALSO EXCEPTING THEREFROM that portion of said Parcel A lying within that certain easement for sidewalks, landscape, public utilities and waterline facilities designated as, "sidewalk, landscape, public utilities and waterline easement," by Parcel Map No. 23114, filed in Parcel Map Book 169, Pages 74 through 82, Records of Riverside County, California.

Containing 0.08 acres or 3394 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:  2-12-14  
DATE

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

# 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

PAR. 1

PARCEL MAP 23114  
P.M. BK. 169, PGS. 74-82

PAR. 14

PAR. 15

APN's 234-020-046  
EASEMENT AREA  
0.08 ACRES± (3394 sq.ft.)

CERTIFICATE OF COMPLIANCE  
2/6/2009 - No. 2009-58615 O.R.

PARCEL A

POR. PAR. 14

PAR. 16

TYLER ST.

55'

16.16'

N56°00'00"E

133.84'

S 34°32'52"E

229.79'

150.00'

N 34°00'00"W

(Tyler Avenue)

'A'

5' wide Utility Easement  
per Parcel Map No. 23114  
PM BK. 169, PGS. 74-82

Grant of Easement to City of Riverside  
June 12, 1985  
Inst. No. 126830 O.R.  
(see DESCRIPTION above)

S 31°37'31"E - 53.01'

201.51'

S 60°24'17"W - 14.20'

RIVERSIDE  
FREEWAY

POB

N 34°52'12"W - 131.67'

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

CITY OF RIVERSIDE PUBLIC UTILITY  
PUBLIC UTILITY EASEMENT

SHEET NO.  
1 of 1

DATE  
02/04/14

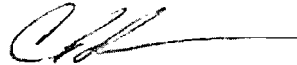
PROJECT: 69KV RTRP PROJECT

DRAWING NO.  
CB-80N-D41

**Macy's West Stores, Inc.**  
**Assistant Secretary's Certificate**

I, Gary A. Webb, do hereby certify to the City of Riverside California (the "City") with respect to the granting of easement rights by Macy's West Stores, Inc. to the City in, over, through and above the real property described on **Exhibit A** hereto (the "**Property**"), as follows:

1. I am an Assistant Secretary of Macy's West Stores, Inc., an Ohio corporation (the "**Company**"), and, as such, I am authorized to execute this certificate.
2. The execution on behalf of the Company by Charles DiGiovanna, a Vice President of the Company, of the agreements and easements granting the City such easement interests in the Property (the "**Transaction**"), and the performance of the Company's obligations thereunder are within the authority granted by the Company's governing documents and Board of Directors.
3. Charles DiGiovanna, whose signature appears below, has authority, on behalf of the Company to execute all documents to consummate the Transaction, without the necessity of affixing the corporate seal, or an attesting signature, on any document.

Charles DiGiovanna (specimen signature): 

The undersigned has executed this Certificate on July 7, 2016.

  
Gary A. Webb, Assistant Secretary