

Project: Canyon Crest Booster
Site Location: 5220 Pearblossom Drive
Assessor's Parcel No. 253-210-056 (formally APN 253-210-013)

FIRST AMENDMENT TO AGREEMENT FOR CONVEYANCE OF EASEMENT

This First Amendment to Agreement for Conveyance of Easement ("First Amendment") is made and entered into this _____ day of _____, 2024 ("Effective Date"), by and between the **CITY OF RIVERSIDE**, a California charter city and municipal corporation ("City") and the **AANENSON PROPERTIES**, a California Limited Partnership ("Grantor").

RECITALS

WHEREAS, on May 29, 2020, City and Grantor entered into an Agreement for Conveyance of Easement ("Agreement") for an easement over the real property located at 5220 Pearblossom Drive in the City of Riverside, identified as Assessor's Parcel Number 253-210-056 (formally known as Assessor's Parcel Number 253-210-013) ("Property"), under which Grantor granted an easement to City, its employees, agents, and subcontractors to enter upon the Property for all purposes necessary to construct and maintain certain waterline facilities.

WHEREAS, on or about June 11, 2020, Grantor executed the Easement and the Easement was recorded against the Property.

WHEREAS, the initial purchase price for the Easement was the lump sum of Thirty-One Thousand Dollars (\$31,000.00), and the parties agreed that if the City's construction (referred to as "occupation" of the Easement area) of the waterline facilities within the Easement area extended beyond six months, the City agreed to pay \$2,000 per month for each additional month of use.

WHEREAS, the City's construction exceeded the six months and the parties have agreed that the City owes Grantor an additional Twenty Thousand Dollars (\$20,000) under the Agreement.

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

1. The parties hereby agree that under Section 3.3 of the Agreement, City owes Grantor an additional Twenty Thousand Dollars (\$20,000) for an extended time of construction within the Easement area. The City agrees to make such payment to Grantor within 45 days of the Effective Date of this First Amendment.

2. In exchange for the consideration set forth herein, Grantor and City hereby acknowledge full and complete satisfaction of and do hereby completely release and forever discharge each other with relation to any additional payments owed by the City under Section 3.3 of the Agreement.

3. City and Grantor acknowledge that this First Amendment was entered into voluntarily and that they each have been informed of and are 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 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Grantor and City, being aware of said code section, hereby expressly waive any right or benefit to which they may be entitled thereunder, or under any other statute or common law principle to the same or similar extent, to the fullest extent permitted by law as solely related to this dispute.


Grantor's Initials

City Initials

4. This First Amendment is binding upon and shall inure to the benefit of the parties hereto and each party's respective successors, assigns, heirs and personal representatives.

5. This First Amendment is intended to settle a disputed claim and nothing herein shall be construed as an admission of liability whatsoever by any party.

All terms and conditions of the Agreement not inconsistent with this First Amendment shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

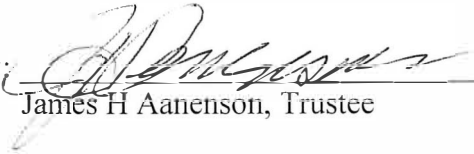
IN WITNESS WHEREOF, City and Grantor have caused this First Agreement to be executed on the date and year first written above.


[signatures on next page]

CITY OF RIVERSIDE, a California
Charter city and municipal corporation

AANENSON PROPERTIES, a California
Limited Partnership

By: _____
City Manager

By: 
James H Aanenson, Trustee

By: 
Mary Ann J. Aanenson, Trustee

APPROVED AS TO FORM:

By: 
Assistant City Attorney

ATTEST:

By: _____
City Clerk

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: 
ASSISTANT CHIEF FINANCIAL OFFICER