

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

Vacant Land located on Wilderness Avenue; Assessor Parcel Numbers 189-090-002, 189-090-010 & 189-100-006

This Purchase and Sale Agreement and Joint Escrow Instructions (this "Agreement") is entered into this ____ day of _____, 2022 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("Seller"), and SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation ("Buyer").

RECITALS

A. Seller owns in fee the land comprised of approximately 381,461 square feet of vacant land located on Wilderness Avenue, Riverside, California, Riverside County (Assessor Parcel Number 189-100-006) ("Land"), more particularly described as Parcel A in the legal description and plat attached hereto and marked as Exhibit "A" and incorporated herein by reference.

B. Seller also owns in fee located at on Wilderness Avenue, Riverside, California, Riverside County (Assessor Parcel Numbers 189-090-002 & 189-090-010) ("Adjacent Land"), more particularly depicted in Exhibit "A".

C. SCE wishes to purchase certain easements over the Adjacent Land more particularly described as Parcels B and C in the legal description and plat in Exhibit "A".

D. Subject to the terms and conditions set forth herein, (a) Buyer desires to purchase in fee the Land and all easements, rights, entitlements and interests pertaining thereto and those certain easements over the Adjacent Land (hereafter collectively defined as the "Property") from Seller in order to construct the Wildlife Substation, pursuant to the Interconnection Facilities Agreement, dated June 2, 2009, as amended (the "Project") and (b) Seller desires to sell and convey the Property to Buyer.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto agree as follows:

**ARTICLE I
SALE AND TRANSFER OF PROPERTY AGREEMENT**

1.1 **Sale and Transfer of Property.** Seller agrees to sell, assign, transfer, convey and deliver to Buyer, and Buyer agrees to purchase from Seller, on and subject to the terms and conditions provided in this Agreement, all of Seller's right, title and interest in and to the following:

- (a) The Land; and

(b) All easements, including those access easements on Seller's adjacent property more particularly described and depicted as Parcels B and C in Exhibit "A" (collectively, the "Easements"), rights of way, privileges, water rights, mineral rights, licenses, appurtenances and other rights and benefits of Seller belonging to or in any way related to the Land (the "Appurtenances").

The Land, the Easements and the Appurtenances are collectively referred to herein as the "Property."

1.2 Due Diligence.

1.2.1 Due Diligence Period. Buyer shall have thirty (30) calendar days from the Effective Date ("Contingency Date") to perform, in its sole discretion, its due diligence review of the condition of the Property and all other matters concerning the Property, including without limitation, condition of title, economic, financial, and accounting matters relating to or affecting the Property or its value, and the physical and environmental condition of the Property. Seller shall provide copies of any and all documents, studies, reports and other information applicable or related to the Property in Seller's possession, including any surveys, environmental, engineering or soils reports, plans, contracts, inspection reports, permits and approvals, to Buyer within ten (10) business days following the Effective Date of this Agreement. Prior to the Contingency Date, Buyer shall have made such inquiries, communicated with local, state and federal government agencies as it sees fit, retained such consultants, and taken such actions as Buyer deems necessary or appropriate to enter into this Agreement. Should Buyer, its contractors, consultants and agents require entry upon the Property for the purpose of surveying the same, conducting engineering and environmental tests, including a Phase II environmental assessment, if necessary, and conducting such other investigations, Buyer shall first obtain a Right of Entry from Seller and provide such insurance as Seller may require and hold Seller harmless from any liability which may arise due solely to such entry. Seller authorizes Buyer to make all inquiries of appropriate governmental authorities with respect to the Property, as Buyer, in its good faith and reasonable judgment deems necessary to satisfy itself as to the condition of title to the Property and the feasibility of any proposed development on the Property. Buyer shall have the option, upon written notice to Seller, to extend the Contingency Date for up to thirty (30) additional days in order to complete Buyer's Phase II investigation and review of the Property.

1.2.2 Title Review. Seller shall direct Commonwealth Land Title Insurance Company, 4100 Newport Place Drive, Suite 120, Newport Beach, CA 92660, Attention: Grace Kim (the "Title Company") to deliver to Seller and Buyer a current preliminary title report for the Property (the "PTR") and copies of all underlying title documents described in the PTR. Buyer shall have fifteen (15) days following receipt of the PTR to provide written notice (the "Objection Notice") to Seller of any matters shown by the PTR which are not satisfactory to Buyer. Notwithstanding any provision herein to the contrary, Seller shall remove any exception to coverage under the Title Policy (as such term is defined in Section 3.4 hereof) for any lien secured by a deed of trust securing a loan made to Seller, mechanic's liens on the Property, judgment and other liens recorded against the Property, and delinquent real estate taxes, if any, affecting the Property (collectively, "Monetary Liens"). Seller may, in its sole discretion, deliver written notice to Buyer and Escrow Holder on or before the date which is five (5) business days after receipt of

the Objection Notice (“Seller’s Response Date”), identifying which disapproved items Seller shall undertake to cure or not cure (“Seller’s Response”). Seller’s Response shall also include the estimated time frame for resolving any items that Seller agrees to cure. If Seller does not deliver a Seller’s Response on or prior to Seller’s Response Date, Seller shall be deemed to have elected to not remove or otherwise cure any title matter disapproved by Buyer. If (i) Seller elects, or is deemed to have elected, not to remove or otherwise cure any title matter disapproved in the Objection Notice or (ii) Buyer is not satisfied with Seller’s Response, then Buyer shall have the right to terminate this Agreement upon written notice to Seller delivered on or before five (5) business days after the Seller’s Response Date. In the event that Buyer exercises its right to terminate pursuant to this Section, (i) this Agreement shall be deemed void and of no further effect as of the date of Buyer’s termination notice (except for such obligations and requirements that expressly survive the termination or expiration of this Agreement), (ii) Buyer and Seller shall each pay one-half (½) of any Escrow and Title Company cancellation charges, and (iii) Escrow Agent shall return all funds and documents then held in Escrow to the Party depositing the same.

1.2.3 Notice. On or before the Contingency Date, Buyer shall deliver written notice to Seller accepting the Property or terminating this Agreement. If Buyer fails to give such notice on or before the Contingency Date, Buyer shall be deemed to have accepted the Property and proceed with this Agreement.

1.2. Assumption of the Risk. Subject to the other provisions of this Agreement, Buyer agrees, that by its acceptance of the Property under Section 1.3, it assumes the risk that an adverse condition of the Property may not have been revealed by its own Due Diligence. On Buyer’s acceptance, Seller shall have no obligation to repair, correct, or compensate Buyer for any condition of the Property, including defects in improvements, noncompliance with applicable laws and regulations, including without limitation zoning laws, building codes, and the Americans with Disabilities Act, whether or not such condition of the Property would have been disclosed by Buyer’s Due Diligence.

1.2. Incomplete Legal Description. If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of the Title Company to issue a title policy hereinafter described.

ARTICLE II

PURCHASE PRICE, ESCROW, DEPOSIT AND BUYER’S OBLIGATION

2.1 Purchase Price. The total purchase price to be paid by Buyer to Seller for the Property shall be the sum of Five Million Two Hundred Fifteen Thousand Dollars (\$ 5,215,000) (“Purchase Price”). The Purchase Price shall be payable by Buyer to Seller in immediately available funds in accordance with the provisions and requirements of this Agreement. The Purchase Price shall be the full fair market consideration for the Property.

2.2 Escrow. Within three (3) calendar days following the Effective Date, Seller shall open an escrow (“Escrow”) with Commonwealth Land Title Insurance Company, 4100 Newport Place Drive, Suite 120, Newport Beach, CA 92660, Attention: Grace Kim (“Escrow Holder”) as

the escrow holder, for the purpose of consummating this Agreement. 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.

2.3 Deposit. Within ten (10) calendar days following the Effective Date, Buyer shall deliver a deposit in the amount of One Hundred Thousand Dollars (\$100,000) (“Deposit”) to the Escrow Holder which will be applied towards the Purchase Price at the Close of Escrow; subject, however, to the Seller’s right to liquidated damages as set forth in Section 6.1 in the event of Buyer’s default. The Deposit shall be fully refundable to Buyer if this Agreement is terminated prior to the Contingency Date. If this Agreement is terminated after the Contingency Date, the Deposit is not refundable to Buyer under any circumstances other than a termination of this Agreement due to (i) a default by Seller under this Agreement (or failure of performance by Seller of its covenants, obligations or agreements under this Agreement), (ii) Buyer’s election to terminate this Agreement pursuant to Section 3.7 as result of a condition precedent to Buyer’s obligations under this Agreement not timely satisfied or (iii) Buyer’s election to terminate pursuant to the terms of Section 1.2.2 as a result of uncured title issues (a termination due to any such event described in the foregoing clauses (i) through (iii), a “Deposit Return Event”). Accordingly, if this Agreement is terminated for any reason by either Buyer or Seller other than due to a Deposit Return Event after the Contingency Date, the Deposit shall be paid by Escrow Holder to Seller.

ARTICLE III CLOSING

3.1 Closing Date. This transaction shall close on or before December 15, 2022 (“Close of Escrow”). If the transaction is not in a condition to close by the Close of Escrow, any party who is not then in default, upon notice in writing to the other party, may demand the return of their documents and/or money and cancellation of the transaction and the transaction will automatically be canceled. The Close of Escrow may be extended by mutual agreement if the parties are diligently attempting to resolve the issue(s) that may be preventing or delaying the Close of Escrow.

3.2 Closing Documents.

3.2.1 Seller, prior to the Close of Escrow, shall deliver or execute each of the following items, the delivery or execution of which shall be a condition to the performance by Buyer of its obligations under this Agreement:

- (a) A grant deed, in the form attached hereto as Exhibit “B” (the “Grant Deed”), conveying the Land and Easements;
- (b) the post-closing cost sharing agreement, in the form attached hereto as Exhibit “C” (the “Cost Sharing Agreement”), allocating certain shared costs between the parties;

(c) Copies of Seller's authority documents and/or such other documents evidencing Seller's due existence and authority to enter into and consummate the transaction contemplated by this Agreement as Buyer or Escrow Holder may require; and

(d) all additional documents and instruments, including a bill of sale and general assignment and any tax forms which may be reasonably necessary for the Close of Escrow and to consummate the sale of the Property in accordance with the terms of this Agreement.

3.2.2 Buyer, prior to the Close of Escrow, shall deliver or execute each of the following items, the delivery of which shall be a condition to the performance by Seller of its obligations under this Agreement:

(a) The Purchase Price and other cash charges provided for in this Agreement;

(b) The Cost Sharing Agreement;

(c) Copies of Buyer's authority documents and/or such other documents evidencing Buyer's due existence and authority to enter into and consummate the transaction contemplated by this Agreement as Seller or Escrow Holder may require; and

(d) All additional documents and instruments, including the bill of sale and general assignment and tax forms, which may be reasonably necessary for the Close of Escrow and to consummate the sale of the Property in accordance with the terms of this Agreement.

3.3 **Taxes.** Buyer understands and acknowledges that Seller, as a municipal corporation, is not being assessed for any real property taxes or for any special assessments. However, upon the Close of Escrow, Buyer understands and acknowledges that real property taxes and special assessments will be assessed against the Property and Buyer will be responsible for those taxes assessed after the Close of Escrow. Buyer agrees to hold Seller harmless for any and all real property taxes and/or special assessments on the Property assessed after Close of Escrow.

3.4 **Condition of Title.** Seller shall convey fee simple merchantable and insurable title of the Property to Buyer free and clear of all Monetary Liens as evidenced by a ALTA Title Insurance Policy ("Title Policy") issued by Title Company in an amount equal to the purchase price. The Title Policy shall show as exceptions with respect to the Property only matters approved in writing by Buyer. Escrow Holder is hereby authorized and instructed to cause the reconveyance or partial reconveyance, as the case may be, of any Monetary Liens to Buyer's title to the Property at or prior to the Close of Escrow.

3.5 **Costs.**

3.5.1 At the Close of the Escrow, Seller shall be responsible for: (i) the cost for an ALTA Standard form policy of title insurance from Title Company, (ii) any and all state, county, and local governmental transfer taxes, documentary or otherwise and (iii) any other expenses customarily charged to Seller in connection with similar transactions including its own attorney's fees. At the Close of Escrow, Buyer shall be responsible for (i) the difference between the costs for a ALTA Standard form policy of title insurance and an ALTA Extended Coverage Title Insurance policy and any endorsements from Title Company, if such additional title insurance is requested by Buyer; and (ii) any other expenses customarily charged to Buyer in connection with similar transactions including its own attorney's fees. Seller and Buyer shall each pay one-half of all recording and escrow fees for this transaction.

3.6 **Brokerage Commissions.** The Parties each represent and warrant to the other that neither has dealt with any broker or finder in connection with this Agreement or execution hereof. If any other broker or finder perfects a claim for a commission or finder's fee based on any contract, dealings, or communication with a party (Indemnifying Party), then the Indemnifying Party shall indemnify, defend, and hold the other party (Non-indemnifying Party) harmless from all costs and expenses (including reasonable attorney fees and costs of defense) incurred by the Non-indemnifying Party in connection with such claim.

3.7 **Closing Conditions.** Buyer's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions for Buyer's benefit (or Buyer's waiver thereof) on or prior to the Close of Escrow. If any of these conditions are not satisfied (or waived by Buyer) prior to the Close of Escrow, Buyer shall have the right to terminate this Agreement upon notice to Seller and Escrow Agent, upon which the Escrow and this Agreement shall terminate, all monies deposited by Buyer shall be returned to it and Buyer and Seller shall each pay half of any escrow fees owed.

3.7.1 **Seller's Obligations.** As of the Close of Escrow, Seller shall have performed all of the obligations required to be performed by Seller under this Agreement and all of Seller's representations and warranties shall be true and correct when made and as of the Close of Escrow.

3.7.2 **Title Policy; Lot Line Adjustment.** Title Company shall be irrevocably committed to issue the Title Policy subject only to those exceptions approved in writing by Buyer pursuant to Section 3.4 herein. Seller shall have completed the lot line adjustment for the Property and the Adjacent Land and the Property shall be its own legal parcel as described and depicted in Exhibit "A", transferrable under the California Subdivision Map Act.

3.7.3 **No Adverse Change.** There shall not have been any pending or threatened material claims, condemnation actions or litigation against the Property or material claims or litigation against Seller related to the Property. Moreover, there shall not have been any adverse change to the Property (including, but not limited to, any physical change in the Property via fire, natural catastrophe or otherwise) that has not been approved in writing by Buyer and Seller. In the event there is a material, adverse change to the Property after the Effective Date, Buyer and Seller shall meet and confer and either party shall have the right to terminate this Agreement only if such material, adverse change shall render it infeasible for the Project to be constructed on the Property. For purposes of this Section 3.7.3, a "material, adverse change" shall include,

but not be limited to, a change to the property such that additional regulatory approvals, including re-analysis under CEQA or any clearance to proceed pursuant to federal or state environmental law, would be required in order for the Project to be constructed.

ARTICLE IV “AS-IS” PURCHASE

4.1 **As-Is Information.** Buyer acknowledges, agrees, represents, and warrants that: (a) any information supplied or made available by Seller, whether written or oral, or in the form of maps, surveys, plats, soils reports, engineering studies, environmental studies, inspection reports, plans, specifications, or any other information whatsoever, without exception, pertaining to the Property, any and all records and other documents pertaining to the use of the Property, income thereof, the cost and expenses of maintenance thereof, and any and all other matters concerning the condition, suitability, integrity, marketability, compliance with law, or other attributes or aspects of the Property, or a part thereof, if furnished to Buyer, is furnished solely as a courtesy; (b) excepting only those covenants, representations and warranties and other obligations set forth in this Agreement, THE INFORMATION IS PROVIDED ON AN “AS-IS, WHERE-IS” BASIS AND SELLER MAKES NO REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE INFORMATION; and (c) no representations, except those representations expressly made in this Agreement, have been made by Seller, or its agents or employees in order to induce Buyer to enter into this Agreement. Without limiting the generality of the foregoing, Buyer acknowledges, agrees, warrants and represents to Seller that neither the Seller nor its agents or employees have made any representations or statements to Buyer concerning the Property's investment potential or resale at any future date, at a profit or otherwise, nor has Seller or its agents or employees rendered any advice or expressed any opinion to Buyer regarding any tax consequences of ownership of the Property.

4.2 **As-Is Property.** On the Close of Escrow, Buyer will be familiar with the Property and will have made such independent investigations as Buyer deems necessary or appropriate concerning the Property. Except as expressly contained in this Agreement, Seller makes no representations or warranties and specifically disclaims any representation, warranty or guaranty, oral or written, past, present or future with respect to the use, physical condition or any other aspect of the Property, the conformity of the Property to past, current or future applicable zoning or building code requirements or the compliance with any other laws, rules, ordinances, or regulations of any government or other body, the financial earning capacity or expenses history of the operation of the Property, the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition, or otherwise, the existence of soil instability, past soil repairs, soil additions or conditions of soil fill, susceptibility to landslides, sufficiency of undershoring, sufficiency of drainage, whether the Property is located wholly or partially in a flood plain or a flood hazard boundary or similar area, the existence or nonexistence of hazardous waste or other toxic materials of any kind, whether known or unknown and whether or not regulated or governed by applicable laws (including, without limitation, hydrocarbons or asbestos), or any other matter affecting the condition, stability, suitability or integrity of the Property or portion thereof.

4.3 **Negligence or Failure to Investigate.** Seller shall not be responsible for any negligent misrepresentation or failure to investigate the Property on the part of Seller, any real estate broker or agent, or any other agent, contractor or employee of Seller or any third party.

4.4 **As-Is. BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING SOLD AND ACCEPTED ON AN “AS-IS, WHERE-IS” BASIS, AND IS BEING ACCEPTED WITHOUT ANY REPRESENTATION OR WARRANTY, EXCEPT THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THIS AGREEMENT.**

4.5 **Indemnities.**

4.5.1 Seller hereby agrees to indemnify Buyer and its respective employees, managers, officers, directors, fiduciaries, representatives, agents, affiliates, parents, successors and assigns (the “Buyer Indemnified Parties”) against, and holds Buyer and the other Buyer Indemnified Parties harmless from, all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys’ fees and disbursements) (collectively, “Claims”) asserted against or incurred by Buyer or any of the other Buyer Indemnified Parties in connection with or arising out of (i) any breach by Seller of any representations and warranties of Seller set forth in this Agreement and/or the closing documents, (ii) any breach by Seller of any covenant that survives Closing in this Agreement, and (iii) any third party tort Claims for injury to persons or damage to property accruing or relating to the period prior to the Closing asserted against Buyer in connection with the Property, whether asserted before or after the Closing.

4.5.2 Buyer hereby agrees to indemnify Seller and its respective employees, managers, Council members, fiduciaries, representatives, agents, affiliates, successors and assigns (the “Seller Indemnified Parties”) against, and holds Seller and the other Seller Indemnified Parties harmless from, all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys’ fees and disbursements) (collectively, “Seller Claims”) asserted against or incurred by Seller or any of the other Seller Indemnified Parties in connection with or arising out of (i) any breach by Buyer of any representations and warranties of Buyer set forth in this Agreement and/or the closing documents, (ii) any breach by Buyer of any covenant that survives Closing in this Agreement, and (iii) any third party tort Seller Claims for injury to persons or damage to property accruing or relating to the period after to the Closing asserted against Seller in connection with the Property; provided, however, that this indemnification shall not run to Seller Claims arising out of Seller’s actions on the Property pursuant to the Cost Sharing Agreement.

4.5.3 Seller shall indemnify and hold harmless Buyer Indemnified Parties for any responsibility or liability contractually, under common law, or under federal, state, or local laws or regulations, including under any Environmental Laws, for: (i) any Hazardous Materials which have been, are, or may be present, generated or released in, on, under, or adjacent to the Property or the disposal of such Hazardous Materials onsite prior to the Close of Escrow, or (ii) any Environmental Liability (as defined below) associated with the Property or past or present activities conducted on the Property. Seller shall be solely liable for any Environmental Liability

and the investigation, remediation, management, or removal of any Hazardous Materials on the Property shown to have been caused by activities on the Property prior to Closing, but shall not be precluded from pursuing any and all rights, remedies and claims against third parties for such liability.

4.5.4 Buyer shall indemnify and hold harmless Seller and its employees, managers, representatives, agents, successors and assigns ("Seller Indemnified Parties") for any responsibility or liability contractually, under common law, or under federal, state, or local laws or regulations, including under any Environmental Laws, for: (i) any Hazardous Materials which have may be generated or released in, on, under, or adjacent to the Property by Buyer after the Close of Escrow or the disposal of such Hazardous Materials onsite by Buyer after the Close of Escrow, or (ii) any Environmental Liability associated with future activities conducted by Buyer on the Property. Buyer shall be solely liable for any Environmental Liability and the investigation, remediation, management, or removal of any Hazardous Materials on the Property shown to have been caused by Buyer's activities on the Property after to Closing, but shall not be precluded from pursuing any and all rights, remedies and claims against third parties for such liability.

4.5.5 This Section 4.5 shall survive the termination of this Agreement and shall survive the Closing of the transactions described in this Agreement.

The terms used herein shall have the following meanings:

"Hazardous Materials" shall mean any substance, material, waste, chemical, pollutant, contaminant, gas or particulate matter which is regulated by any local, state or federal governmental authority, or for which liability or standards of conduct may be imposed pursuant to Environmental Laws (as defined below), including without limitation any material, waste, chemical, pollutant, contaminant, gas, particulate matter or substance which is (i) defined as a "hazardous waste," "hazardous substance," "extremely hazardous substance," or "restricted hazardous waste"; (ii) Tetrachloroethene, Chloroform, Bromodichloromethane, Dibromochloromethane, 1,2-dichloroethane, or 1,1-DCE; (iii) petroleum or any fraction or by product thereof; (iv) asbestos and asbestos-containing materials, (v) polychlorinated biphenyls ("PCBs"); (vi) per and polyfluorinated compounds ("PFAS"); (vii) radioactive materials subject to the Atomic Energy Act (AEA), 42 U.S.C. §2011 et seq., or similar state or local law, ordinance, regulation or order; (viii) designated as a "hazardous substance pursuant to Section 311 of the Clean Water Act, 33 U.S.C. 1251 et seq.; (ix) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq; (x) defined as a "hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq.; (xi) "hazardous substance" as defined by the Porter-Cologne Water Quality Control Act, Cal. Wat. Code § 13020 et seq., and/or the Hazardous Substance Account Act, Cal. Health & Safety Code § 25300, et seq.; and/or (xii) "acutely hazardous waste," "extremely hazardous waste," "restricted hazardous waste," and "hazardous waste" as defined by the Hazardous Waste Control Act, Cal. Health & Safety Code § 25100, et seq., all as presently in effect and as the same may hereafter be amended from time to time, and any regulation pursuant thereto.

“Environmental Law” means all laws described in the preceding definition of Hazardous Materials, as well as any past, present, or future federal, state, or local laws, statutes, ordinances, rules, regulations, codes, directives, determinations, judgments, decrees, orders, and the common law, including the law of strict liability and the law of abnormally dangerous activities, relating to pollution, public or worker health or safety, or environmental matters, including, without limitation, as pertaining to or regulating workplace safety, air pollution, water pollution, noise control, wetlands, watercourses, wildlife, natural resources, Hazardous Materials, toxic torts, or any other activities or conditions which impact or relate to the environment or nature.

“Environmental Liability” means any and all liability, claim, demand, obligation, cause of action, accusation, allegation, order, violation, damage, loss, cost, expense, injury, judgment, penalty, or fine alleged by any third party (including, without limitation, any private party or governmental authority), arising out of, relating to, or resulting from, directly or indirectly, in whole or in part: (i) the presence, generation, transport, disposal, treatment, storage, handling or release of Hazardous Materials, including on, under, migrating to, or across, or from, or adjacent to the Property, (ii) the violation or alleged violation of any Environmental Law related to the Property, or (iii) any enforcement or remedial action related to the Property. This liability includes any cost of removing or disposing of any Hazardous Materials, any cost of enforcement, cost of remediation, and any other cost or expense whatsoever, including, without limitation, reasonable attorneys’, accountants’, engineers’, and consultants’ fees and disbursements, interest, and medical expenses.

ARTICLE V REPRESENTATIONS AND WARRANTIES

5.1 Seller's Representations, Warranties and Covenants. Seller hereby represents, warrants and covenants to Buyer as of the date of this Agreement, and upon the Close of Escrow, as follows, all of which shall survive the Close of Escrow:

5.1.1 Seller is a public body and has the full power and authority to enter into and carry out the agreements contained in, and transactions contemplated by, this Agreement. The person(s) signing this Agreement and any documents and instruments in connection herewith on behalf of Seller have full power and authority to do so. This Agreement has been duly authorized and executed by Seller, and upon delivery to and execution by Buyer shall be a valid and binding agreement of Seller.

5.1.2 There are no attachments, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or any other debtor relief actions contemplated by Seller or filed by Seller, or to the best of Seller's knowledge, pending in any current judicial or administrative proceeding against Seller.

5.1.3 Seller has not entered into any other written contracts or agreements for the sale or transfer of any portion of the Property and there are no unrecorded contracts related to the Property that will be binding on Buyer post the Close of Escrow. There are no third-party users of the Property.

5.1.4 To the best of Seller's actual knowledge, Seller has (a) received no written notice of any (a) Hazardous Materials located on, under, or about the Property, (b) knows of no Hazardous Materials located on, under or about the Property and (c) and no underground storage tanks, or waste disposal pits are or have been, on, under or at the Property, except in each instance as disclosed to Buyer prior to the Contingency Date.

5.1.5 To the best of Seller's actual knowledge, there is no pending (nor has Seller received any written notice, nor does it have knowledge, of any threatened) action, suit, investigation, litigation, condemnation, or other proceeding against the Property or against Seller with respect to the Property. The material truth and accuracy of the foregoing representations and warranties shall be a condition of Buyer's obligations hereunder. Prior to the Close of Escrow, Seller shall notify Buyer of any facts or circumstances which are contrary to the foregoing representations and warranties.

5.2 Buyer's Representations and Warranties. Buyer hereby represents, warrants and covenants to Seller as of the date of this Agreement, and upon the Close of Escrow, as follows, all of which shall survive the Close of Escrow:

5.2.1 Buyer has the full power and authority to enter into and carry out the agreements contained in, and the transactions contemplated by this Agreement. The person(s) signing this Agreement and any documents and instruments in connection herewith on behalf of Buyer have full power and authority to do so. This Agreement has been duly authorized and executed by Buyer, and upon delivery to and execution by Seller shall be a valid and binding agreement of Buyer.

5.2.2 There are no attachments, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or any other debtor relief actions contemplated by Buyer or filed by Buyer, or to the best of Buyer's knowledge, pending in any current judicial or administrative proceeding against Buyer.

The material truth and accuracy of the foregoing representations and warranties shall be a condition of Seller's obligations hereunder. Prior to the Close of Escrow, Buyer shall notify Seller of any facts or circumstances which are contrary to the foregoing representations and warranties.

5.3 No Warranties. Except for those representations and warranties expressly set forth in this Agreement, the parties understand and acknowledge that no person acting on behalf of Seller is authorized to make, and by execution hereof Buyer acknowledges that no person has made any representations, agreement, statement, warranty, guaranty or promise regarding the Property or the transaction contemplated herein, or regarding the zoning, construction, development, physical condition or other status of the Property. Without limiting the generality of the foregoing, Seller makes no representation or warranties with respect to the amount or types of fees required to obtain building permits or otherwise to rezone and develop the Property.

ARTICLE VI

THE PARTIES' OBLIGATIONS AFTER CLOSE OF ESCROW

6.1 **Buyer's Obligation After Closing.** Buyer shall commence construction on the Property within forty-eight (48) months from the Close of Escrow in accord with the Interconnection Facilities Agreement. Prior to the start of construction, Buyer shall obtain a Notice to Proceed from the CPUC and any and all non-discretionary ministerial permits, as appropriate, from the City of Riverside and any other public entity with jurisdiction over the Project. The commencement of construction time frame may be extended by mutual agreement of the parties.

6.2 **Right of Reverter.**

6.2.1 In the event Buyer: (a) has not commenced construction within forty-eight (48) months from the Close of Escrow, or (b) has informed Seller by written notice that Buyer is either unable or has elected not to proceed with the development of the Property for any reason, then title to the Property shall revert back to Seller for the original Purchase Price of the Property paid by the Buyer at the time of Close of Escrow as evidenced in a final escrow closing statement. This right of reverter shall be included in the grant deed from the Seller to the Buyer.

6.2.2 As a material inducement for Buyer's purchase of the Property while the Project is on hold, Seller has agreed to be obligated to purchase the Property from Buyer upon Buyer's sole election. Accordingly, the Parties agree that, after the Closing, Buyer may, upon written notice to Seller, at any time and if the Project has been abandoned, cancelled or modified in a way that makes the Property no longer useful to Buyer, elect to have Seller purchase the Property from Buyer for the Purchase Price. If Buyer delivers notice of such election to Seller, then title to the Property shall revert back to Seller for the original Purchase Price of the Property paid by the Buyer at the time of Close of Escrow as evidenced in a final escrow closing statement. This right of reverter shall be included in the grant deed from the Seller to the Buyer.

ARTICLE VII DEFAULTS

7.1 **Default.** A party shall be deemed in default hereunder if any of the warranties or representations set forth herein are or become untrue or if it fails to meet, comply with, or perform any covenant, agreement, or obligation on its part required within the time limits and in the manner required in this Agreement for any reason other than a default by the other party hereunder or termination of this Agreement prior to Close of Escrow.

7.2 **Opportunity to Cure.** No act, failure to act, event or circumstance which might be deemed to be a default by either party shall be deemed to be a default under any of the provisions of this Agreement, unless and until, notice thereof is first given by the non-defaulting party to the party alleged to be in default and said party fails to cure the alleged default within fifteen (15) days in the case of a non-monetary default, or five (5) days in the case of a monetary default.

7.3 **Remedies.** If a party is deemed to be in default hereunder, the non-breaching party shall be entitled to termination of this Agreement, at its discretion.

7.4 **Damages.** If Seller fails to convey the Property to Buyer in accordance with the provisions of this Agreement, and such failure constitutes a default under this Agreement, Buyer

shall have the right to elect to terminate this Agreement, in which event Buyer shall be entitled to the return of the Deposit previously tendered by Buyer.

7.5 Liquidated Damages. THE PARTIES AGREE THAT AT THE TIME THIS AGREEMENT IS MADE AND ENTERED INTO, SELLER'S DAMAGES UPON DEFAULT BY BUYER UNDER THIS AGREEMENT ARE EXTREMELY DIFFICULT OR IMPOSSIBLE TO CALCULATE AND BUYER AND SELLER AGREE THAT THE AMOUNT OF LIQUIDATED DAMAGES SET FORTH HEREIN IS A REASONABLE ESTIMATE UNDER THE CIRCUMSTANCES EXISTING AT THE TIME THIS AGREEMENT IS MADE OF THE DAMAGES THE SELLER WOULD SUSTAIN BECAUSE OF SUCH DEFAULT BY BUYER UNDER THIS AGREEMENT. FURTHER, BUYER DESIRES TO HAVE A LIMIT PLACED ON THE AMOUNT OF DAMAGES TO BE PAID TO THE SELLER UPON BUYER'S DEFAULT. BUYER HEREBY AGREES THAT SHOULD BUYER DEFAULT IN THE PERFORMANCE OF BUYER'S OBLIGATION TO CLOSE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, OR TO PERFORM ANY OTHER OBLIGATIONS AFTER CLOSE OF ESCROW, THE SELLER SHALL BE ENTITLED TO COLLECT THE SUM REPRESENTING THE AMOUNT OF THE DEPOSIT AS LIQUIDATED DAMAGES FROM BUYER. THE FOREGOING PROVISIONS OF THIS SECTION 7.5 CONSTITUTE THE SOLE AND EXCLUSIVE MONETARY REMEDY AVAILABLE TO SELLER AS A RESULT OF A DEFAULT BY BUYER OF ITS OBLIGATIONS UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 7.5 DO NOT LIMIT ANY DAMAGES DUE SELLER BY REASON OF BUYER'S ENTRY ONTO THE PROPERTIES PRIOR TO CLOSE OF ESCROW BUYER AGREES TO DELIVER, ON WRITTEN REQUEST OF SELLER, SUCH INSTRUCTIONS AS MAY BE REASONABLY NECESSARY TO CAUSE THE ESCROWHOLDER TO DELIVER THE DEPOSIT TO SELLER.

Buyer's Initials

Seller's Initials

ARTICLE VIII MISCELLANEOUS

8.1 CEQA Compliance. Buyer and Seller understand, acknowledge and agree that the close of this escrow is contingent upon Seller's compliance with the California Environmental Quality Act ("CEQA").

8.2 Exhibits. All Exhibits annexed hereto are a part of this Agreement for all purposes.

8.3 Assignability. Buyer may, at any time prior to the Close of Escrow, assign all of its rights, title, and interest in and to this Agreement to any affiliate or any subsidiary with the consent of Seller, otherwise, this Agreement is not assignable. Seller's consent shall not be unreasonably withheld. As used herein, an "affiliate" or "subsidiary" shall mean any entity which is controlled by or is under common control with Buyer.

8.4 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective successors and permitted assigns.

8.5 **Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

8.6 **Number and Gender of Words.** Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

8.7 **Notices.** All notices, terminations, waivers and other communications hereunder shall be in writing and shall be delivered personally or shall be sent by registered or certified United States mail or a nationally recognized, overnight courier service, postage prepaid, and addressed as follows:

If to Seller:	The City of Riverside Community Development Dept.-Real Property Services Division 3900 Main Street Riverside, CA 92522 Attn: Community & Economic Development Director
---------------	--

If to Buyer:	Southern California Edison Company Vegetation & Land Management 2 Innovation Way Pomona, CA 91768 Attn: Brian Sabins
--------------	--

Any notice in accordance herewith shall be deemed received when delivery is received or refused, as the case may be.

8.8 **Governing Law and Venue.** The laws of the State of California shall govern the validity, construction, enforcement, and interpretation of this Agreement. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, shall be decided by proceedings instituted and litigated in the state court in the County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

8.9 **Entirety.** This Agreement embodies the entire agreement between the parties and supersedes all prior written or oral agreements and understandings, if any, 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.

8.10 Amendments. This Agreement may be amended or supplemented only by written documents signed by the parties or their designated representatives as designated at the time of execution of this document.

8.11 Severability. If any of the provisions of this Agreement, or its application to any party or circumstance, is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. In lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible to make such provision legal, valid, and enforceable.

8.12 Further Acts. In addition to the acts and deeds recited herein and contemplated and performed, executed and/or delivered by Seller and Buyer, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Close of Escrow or after the Close of Escrow any and all such further acts, deeds, and assurances as may be necessary to consummate the transactions contemplated herein.

8.13 Construction. No provision of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, being represented by counsel, having fully participated in the negotiation of this instrument.

8.14 Time of the Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to each and every provision of this Agreement.

8.15 Waiver of Covenants, Conditions or Remedies. The waiver by one party of the performance of any covenant, condition or promise, or of the time for performing any act under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise, or of the time for performing any other act required under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any other remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies unless they are expressly excluded.

8.16 Nondiscrimination. The parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical or mental disability, medical conditions, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, genetic information, gender, gender identity, genetic expression, 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.

8.17 Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts shall, collectively, constitute one original

agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(Signatures on following page.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

THE CITY OF RIVERSIDE

SOUTHERN CALIFORNIA EDISON
COMPANY, a California corporation

By: _____
Michael Moore
Interim City Manager

By: _____
Gregory M. Ferree
Vice President, Vegetation,
Inspections & Operational Services

Attested To:

By: _____
City Clerk

Approved as to Form:

By: 
Assistant City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION AND PLAT

(LAND, ADJACENT LAND AND EASEMENTS)

Vacant Land located on Wilderness Avenue
Assessor Parcel Numbers 189-100-006, 189-090-002 & 189-090-010

EXHIBIT "A"
LEGAL DESCRIPTION

Project: Wilderness Substation Edison Parcels
Por. APN's: 189-100-006, 189-100-007,
189-09-002, 189-090-010

Those portions of real property located in the City of Riverside, County of Riverside, State of California, being portions of Lots 1 through 4, in Block 9, a portion of Lot F, Lot G and Block 8, a portion of Backus Drive rejected (formerly Riverview Avenue), a portion of Dales Street vacated by Riverside City Council Ordinance No. 4611, recorded October 20, 1978 as Instrument No. 222094 of Official Records of Riverside County, California (formerly Ivy Street) and a portion of Roby Street rejected of Tract No. 4 of the Riverview Addition to the City of Riverside, as shown by map on file in Book 7, Page 6 of Maps, Records of Riverside County, California, said portions being described as follows:

PARCEL A

COMMENCING at the intersection of the centerline of Ed Perkic Street (50 feet wide, formerly Norton Street) with the centerline of Wilderness Avenue (30 feet wide half width, formerly Marion Street), said intersection also being a point in the West line of Lot 2 of Rancho La Sierra, as shown on said Tract No. 4 of the Riverview Addition;

Thence South 89°24'26" East, along said centerline of Ed Perkic Street, a distance of 395.42 feet to its intersection with the Southeasterly prolongation of the Northeasterly line of the Metropolitan Water District right of way (150 feet wide) as conveyed by deed recorded October 22, 1935 in Book 255, Page 419 of Official Records of Riverside County California;

Thence North 22°42'45" West, along said Southeasterly prolongation, a distance of 27.22 feet to the **POINT OF BEGINNING**.

Thence continuing North 22°42'45" West, along said Northeasterly line, 762.01 feet to the Northerly line of said Lot 4 and the Southerly line of said Roby Street;

Thence Continuing North 22°42'45" West, along the Northwesterly prolongation of said Northeasterly line, a distance of 54.44 feet to the Southerly line of said Block 8 and the Northerly line of said Roby Street;

Thence North 89°24'26" West, along said Southerly line, a distance of 30.08 feet to the Southwest corner of said Block 8 and the Easterly line of said Wilderness Avenue;

Thence North 00°42'28" East, along said Easterly line of Wilderness Avenue, a distance of 238.43 feet to a point in a non- tangent curve in the centerline of said Backus Drive, said curve being concave Northerly and having a radius of 80.00 feet, the radial line at said point bears South 09°35'33" East;

Thence Westerly along said centerline curve to the right an arc length of 30.18 feet through a central angle of $21^{\circ}36'53''$ to the Southerly prolongation of the Westerly line of said Lot G;

Thence North $00^{\circ}42'28''$ East, along said Southerly prolongation and along said Westerly line, a distance of 106.16 feet to a point herein after referred to as **POINT "A"**;

Thence North $00^{\circ}42'28''$ East, continuing along said Westerly line, 73.09 feet to an angle point in said Westerly line;

Thence North $01^{\circ}09'19''$ East, along said Westerly line of Lot G, a distance of 329.68 feet to the Northwest corner of said Lot G,

Thence South $89^{\circ}23'21''$ East, along the Northerly line of said Lot G, a distance of 548.00 feet; to the Northeast corner of Parcel 1 described in a Quitclaim Deed to the City of Riverside, recorded April 30, 1975 as Instrument No. 49438 of Official Records of Riverside County, California;

Thence South $00^{\circ}35'56''$ West, along the East line of said Parcel 1, a distance of 120.24 feet to a line which is parallel with and distant Northeasterly 700.00 feet, as measured at right angles, from said Northeasterly line of the Metropolitan Water District right of way as conveyed by deed recorded October 22, 1935 in Book 255, Page 419 of Official Records of Riverside County, California;

Thence South $22^{\circ}42'45''$ East, along said parallel line, a distance of 958.00 feet to the Northerly prolongation of the Westerly Right of Way line of said Dales Street vacated (30 feet wide, formerly Ivy Street) as shown on said map, hereinafter referred to as **Course "A"**;

Thence South $00^{\circ}35'53''$ West, along said Northerly prolongation, a distance of 260.35 feet to a point in a non-tangent curve in the centerline of said Backus Drive rejected (30 feet wide), said curve being concave Northerly and having a radius of 100.00 feet, the radial line at said point bears South $22^{\circ}59'29''$ West;

Thence Easterly along said centerline curve to the left an arc length of 15.78 feet through a central angle of $09^{\circ}02'22''$ to the centerline of said Dales Street vacated;

Thence South $00^{\circ}35'53''$ West, along said centerline, a distance of 168.50 feet to a point in a non-tangent curve concave Southerly and having a radius of 65.00 feet, the radial line at said point bears North $30^{\circ}05'43''$ East, being the intersection of the Southerly line of that portion of said Dales Street vacated;

Thence Westerly along said curve to the left an arc length of 16.26 feet through a central angle of $14^{\circ}19'51''$ to the Westerly line of Dales Street (30 feet wide, formerly Ivy Street), as shown on said Tract No. 4 of the Riverview Addition;

Thence South 00°35'53" West, along said Westerly line of Dales Street, a distance of 69.73 feet to the Northerly line of said Ed Perkie Street;

Thence North 89°24'26" West, a distance of 547.93 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM that portion of the above described parcel lying Southerly, Southwesterly and Southeasterly of the following described line;

BEGINNING at herein above referenced **POINT "A"**;

Thence South 88°50'41" East, a distance of 153.09 feet;

Thence South 22°42'45" East, parallel to herein above referenced **Course "A"**, a distance of 289.01 feet;

Thence South 20°10'10" West, a distance of 47.76 feet;

Thence South 22°42'45" East, parallel to herein above referenced **Course "A"**, a distance of 72.17 feet;

Thence North 67°17'15" East, perpendicular to herein above referenced **Course "A"**, a distance of 424.66 feet;

Thence North 22°44'45" West, parallel to herein above referenced **Course "A"**, a distance of 13.17 feet;

Thence North 67°17'15" East, a distance of 85.92 feet, perpendicular to herein above referenced **Course "A"**, said **Course "A"** is parallel with and distant Northeasterly 700.00 feet, as measured at right angles, from the Northeasterly line of said Metropolitan Water District right of way and to the **END** of this line description.

Area – 381,461 S.F. (8.76 Ac.) more or less

PARCEL B - Ingress and Egress Easement

BEGINNING at a point on the South line of said Block 8, distant thereon South 89°24'26" East, a distance of 30.08 feet from the Southwest corner thereof, also being on the Northwesterly prolongation of the Northeasterly line of the said Metropolitan Water District right of way;

Thence North 43°26'34" East, a distance of 33.88 feet;

Thence North 00°38'48" West, a distance of 184.93 feet to the beginning of a tangent curve concave Easterly, having a radius of 50.00 feet;

Thence Northerly along said curve to the right, an arc length of 17.38 feet through a central angle of 19°54'49";

Thence North 19°16'01" East, a distance of 123.41 feet to the Southwesterly line of above described Parcel A;

Thence South 88°50'41" East, along said Southwesterly line, a distance of 32.52 feet to an angle point therein;

Thence South 22°42'45" East, along the Southwesterly line of said Parcel A, a distance of 289.01 feet to an angle point therein;

Thence South 20°10'10" West, along the Southwesterly line of said Parcel A, a distance of 47.76 feet to an angle point therein;

Thence South 22°42'45" West, along the Southwesterly line of said Parcel A, a distance of 72.17 feet to the most southerly corner of said Parcel A;

Thence South 67°17'15" West, along the Southwesterly prolongation of the Southeasterly line of said Lot A, a distance of 52.00 feet;

Thence North 22°42'45" West, a distance of 35.00 feet;

Thence South 67°17'15" West, a distance of 40.46 feet;

Thence South 88°44'31" West, a distance of 104.17 feet;

Thence North 22°42'45" West, a distance of 44.75 feet to the **POINT OF BEGINNING**;

EXCEPTING THEREFROM that portion of the above described parcel, described as follows:

COMMENCING at the hereinabove described Point of Beginning of Parcel B;

Thence North 43°26'34" East, a distance of 33.88 feet;

Thence North 34°34'39" East, a distance of 31.22 feet to the **POINT OF BEGINNING** of this exception;

Thence North 00°38'48" West, a distance of 132.35 feet hereinafter referred to as **Course "B"**;

Thence North 09°17'29" East, a distance of 64.25 feet;

Thence North 19°16'01" East, a distance of 17.43 feet to the beginning of a tangent curve concave Southerly, having a radius of 30.00 feet;

Thence Northerly along said curve to the right, an arc length of 73.18 feet through a central angle of 139°46'06";

Thence South 20°57'53" East, a distance of 189.58 feet to the beginning of a tangent curve concave Northwesterly, having a radius of 40.00 feet;

Thence Northerly along said curve to the right, an arc length of 60.72 feet through a central angle of 86°58'13";

Thence South 66°00'20" West, a distance of 23.45 feet;

Thence South 60°22'46" West, a distance of 31.24 feet to the beginning of a tangent curve concave Northerly, having a radius of 25.00 feet;

Thence Northerly along said curve to the right, an arc length of 17.72 feet through a central angle of 40°36'26";

Thence North 79°00'48" West, a distance of 20.00 feet to the beginning of a tangent curve concave Northeasterly, having a radius of 40.00 feet;

Thence Northerly along said curve to the right, an arc length of 54.71 feet through a central angle of 78°22'00" to the **POINT OF BEGINNING**, said curve being tangent to above referenced **Course "B"**.

Area – 26,263 S.F. (0.603 Ac.) more or less

PARCEL C - Ingress and Egress Easement

Being a strip of land 30.00 feet in width, the centerline being described as follows:

BEGINNING at a point on the South line of said Lot 2 in Block 9, distant thereon North 89°24'26" West, a distance of 90.46 feet from the Southeast corner thereof;

Thence North 00°35'53" East, a distance of 381.61 feet to the beginning of a tangent curve concave Easterly, having a radius of 100.00 feet;

Thence Northerly to the right along said curve an arc length of 58.16 feet through a central angle of 33°19'20" to a point of reverse curvature and a curve concave Westerly, having a radius of 100.00 feet;

Thence Northerly to the left along said curve an arc length of 98.84 feet through a central angle of 56°37'45";

Thence North 22°42'32" West, a distance of 279.10 feet to the beginning of a tangent curve concave Southwesterly, having a radius of 85.00 feet;

Thence Northwesterly to the left along said curve an arc length of 61.65 feet through a central angle of 41°33'34";

Thence North 64°16'06" West, a distance of 45.62 feet to the beginning of a tangent curve concave Northeasterly, having a radius of 50.00 feet;

Thence Northwesterly to the right along said curve an arc length of 35.15 feet through a central angle of $40^{\circ}16'32''$ to the Southerly line of the hereinabove described Parcel A, and **END** of this centerline description.

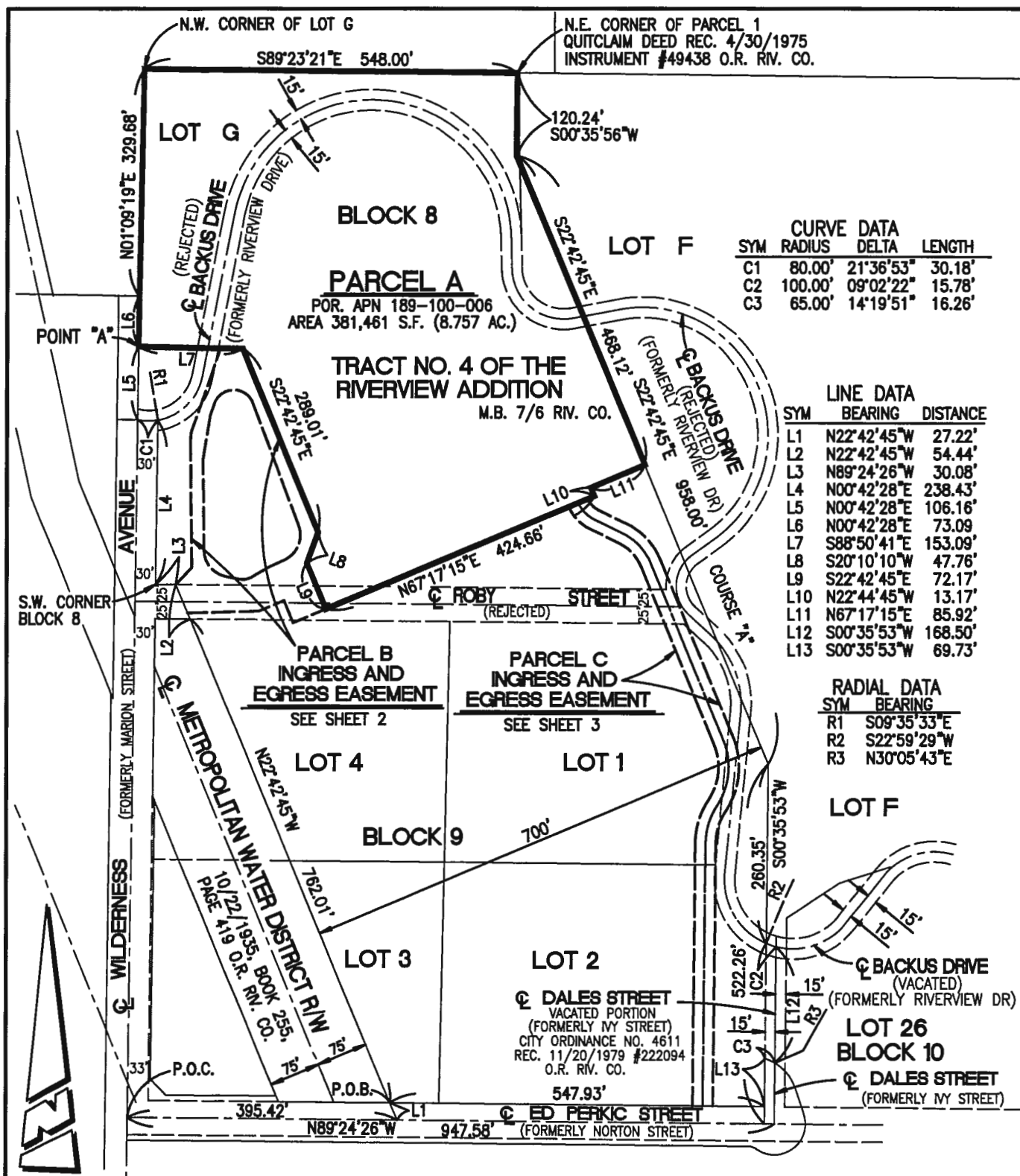
The sidelines of said strip of land 30.00 feet in width shall be prolonged or shortened so as to terminate Southerly in said South line of said Lot 2 and Northerly in the Southerly line of said Parcel A.

Area – 28,804 S.F. (0.661 Ac.) 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, L.S. 7519 Date Prep. _____





• 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.

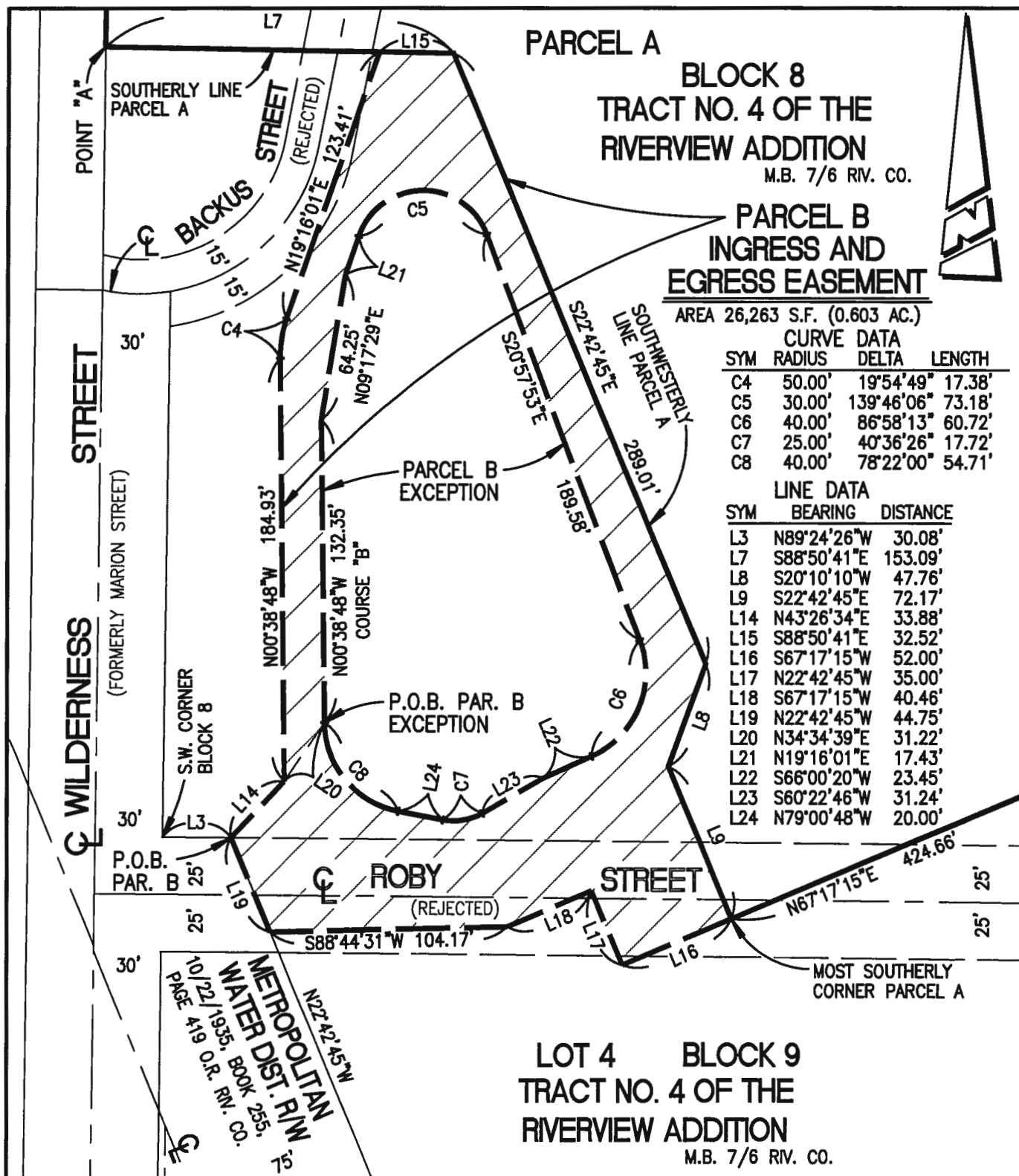
SHEET 1 OF 3

SCALE: 1"=200'

DRAWN BY: CURT

DATE: 8/10/22

SUBJECT: WILDERNESS SUBSTATION SCE PARCEL A



• 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.

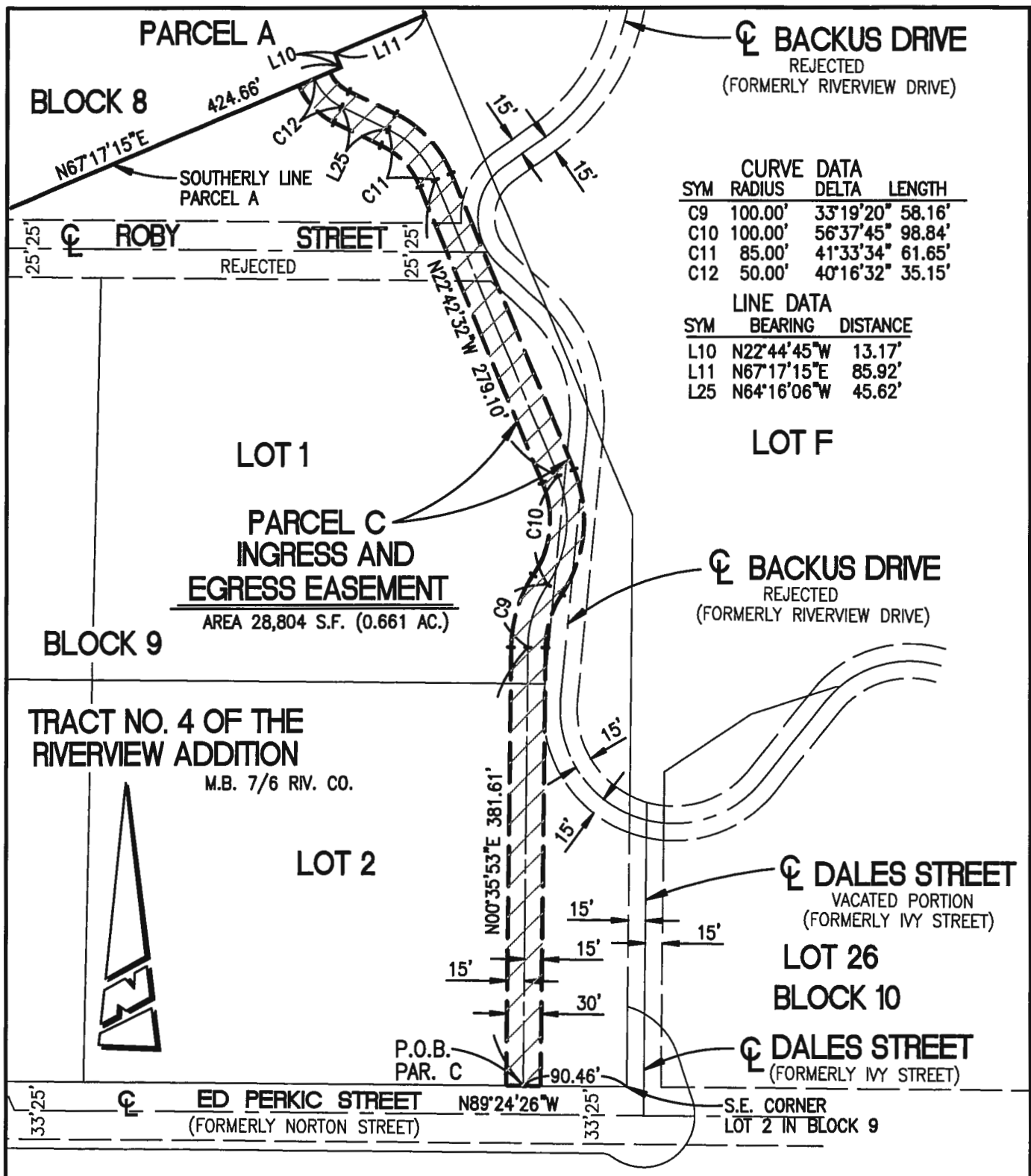
SHEET 2 OF 3

SCALE: 1"=60'

DRAWN BY: CURT

DATE: 8/10/22

SUBJECT: WILDERNESS SUBSTATION SCE EASEMENT PARCEL B



• 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 3

SCALE: 1"=NTS

DRAWN BY: CURT

DATE: 8/10/22

SUBJECT: WILDERNESS SUBSTATION SCE EASEMENT PARCEL C

EXHIBIT “B”

FORM OF GRANT DEED

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2ND FLOOR
POMONA, CA 91768

ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

Location: City of Riverside
A.P.N.: 189-090-002 & 010
and 189-100-006 & 007
V&LM File: ACQ203846326
SCE Document: 524853

DOCUMENTARY TRANSFER TAX \$ _____	Serial No. 72946A Service Order 801979678
_____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED _____ OR COMPUTED ON FULL VALUE LESS LIENS AND _____ ENCUMBRANCES REMAINING AT TIME OF SALE SO. CALIF. EDISON CO.	APPROVED Vegetation & Land Management
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	BY SF DATE 07/29/2022 SCE law Dept.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE CITY OF RIVERSIDE, a municipal corporation, as Grantor(s), hereby GRANT(S) to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, as Grantee, that certain real property in the County of Riverside, State of California, described as follows:

INSERT LEGAL OF RECORD...IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ALSO DESCRIBED ON THE EXHIBIT "A" AND MORE PARTICULARLY DEPICTED ON THE EXHIBIT "B" BOTH ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor also hereby grants to Grantee, its successors and assigns, an easement to construct, use, maintain and repair a road for ingress, egress and access in, on, over, along and across two (2) strips of land of varying width, hereinafter described and designated as "Road Easements" lying within that certain real property in said County and State, described as follows:

Said "Road Easements," are more particularly described as Parcel B and Parcel C on the Exhibit "A" and more particularly depicted on the Exhibit "B", both attached hereto and by this reference made a part hereof.

Grantor also hereby grants to Grantee the right to keep clear the Road Easements free from explosives, buildings, equipment, brush, combustible material and any and all other structures and obstructions of any kind, and the right to trim or remove any tree or shrub which, in the reasonable opinion of Grantee, may endanger the Road Easements, or unreasonably interfere with the exercise of the rights herein granted.

SUBJECT TO current real property taxes and to covenants, conditions, restrictions, reservations, exceptions, rights and easements of record.

This Grant Deed is also made subject to the right of reverter and option contained in that certain Purchase and Sale Agreement and Joint Escrow Instructions dated [insert date] by and between Grantor and Grantee (the "Agreement"). In the event Grantee: (a) has not commenced

MAIL TAX STATEMENTS TO:

S.C.E.
C/O David Lee
2244 Walnut Grove Avenue
Rosemead, CA 91770
(Attn: Tax Dept.)

Grant Deed
The City of Riverside, to
S.C.E. Co., a corp.
Serial No.: 72973A
V&LM File No.: ACQ203846326

construction within forty-eight (48) months from the date of this Grant Deed, or (b) has informed Grantor by written notice that Grantee is either unable or has elected not to proceed with the development of the Property (as defined in the Agreement) for any reason, then title to the Property shall revert back to Grantor for the original purchase price of the Property paid by the Grantee at the time of close of escrow as evidenced in a final escrow closing statement ("Purchase Price").

As a material inducement for Grantee's purchase of the Property while the Project (as defined in the Agreement) is on hold, Grantor has agreed to be obligated to purchase the Property from Grantee upon Grantee's sole election. Accordingly, the parties agree that, after the date of this Grant Deed, Grantee may, upon written notice to Grantor, at any time and if the Project has been abandoned, cancelled or modified in a way that makes the Property no longer useful to Grantee, elect to have Grantor purchase the Property from Grantee for the Purchase Price. If Grantee delivers notice of such election to Grantor, then title to the Property shall revert back to Grantor for the original Purchase Price of the Property paid by the Grantee at the time of close of escrow as evidenced in a final escrow closing statement.

(THIS SPACE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE TO FOLLOW)

Grant Deed
The City of Riverside, to
S.C.E. Co., a corp.
Serial No.: 72973A
V&LM File No.: ACQ203846326

EXECUTED this _____ day of _____, 20_____.

THE CITY OF RIVERSIDE,
a municipal corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Grant Deed
The City of Riverside, to
S.C.E. Co., a corp.
Serial No.: 72973A
V&LM File No.: ACQ203846326

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 _____)

On _____ before me, _____, a 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.

Signature _____

Grant Deed
The City of Riverside, to
S.C.E. Co., a corp.
Serial No.: 72973A
V&LM File No.: ACQ203846326

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 _____)

On _____ before me, _____, a 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.

Signature _____

EXHIBIT “C”

FORM OF COST SHARING AGREEMENT

COST SHARING AGREEMENT

(Wilderness Substation and Wildlife Substation)

By and Between

**SOUTHERN CALIFORNIA EDISON COMPANY
and the
CITY OF RIVERSIDE**

This Cost Sharing Agreement (the "Agreement") is dated as of this ____ day of _____, 202__ ("Effective Date") by and between the **City of Riverside**, a California charter city and municipal corporation acting by and through its Public Utilities Department, Electric Division ("Riverside" or "RPU" herein) and **Southern California Edison Company** ("SCE"), a California corporation. SCE and RPU are sometimes individually referred to as "Party" and collectively as "Parties" throughout this Agreement.

RECITALS

WHEREAS, on December 20, 2004, Riverside submitted a request to SCE to interconnect its proposed new Riverside Wilderness Substation to SCE's electrical system at a new 230 kV SCE Wildlife Substation to be constructed by SCE, and requested that SCE loop the Mira Loma-Vista No. 1 230 kV Transmission Line into SCE's Wildlife Substation, in accordance with the terms of SCE's Transmission Owner Tariff ("TO Tariff"). Such interconnection request was received by SCE on December 27, 2004 and would become commonly known as the Riverside Transmission Reliability Project ("RTRP" or "Project" herein).

WHEREAS, Riverside and SCE entered into a Letter Agreement on April 11, 2006, which provided the terms and conditions for SCE to begin the engineering, design and preparation of specifications for the SCE Interconnection Facilities, perform studies regarding requirements for right-of-way for Wildlife Substation and the approximately 8.25 miles of double circuit transmission line required for the interconnection with SCE's existing Vista and Mira Loma Substations, commence preparation of the Certificate of Public Convenience and Necessity ("CPCN") application and perform other work as necessary. The Letter Agreement also provides for Riverside to pay all of SCE's charges and expenses incurred for work performed by SCE pursuant to the Letter Agreement, and includes the Parties' intent that any successor agreement include terms whereby SCE shall reimburse Riverside for any costs incurred for any required network transmission facilities, if and to the extent that the FERC grants SCE rate recovery for such costs. The Letter Agreement provides that it will terminate upon the effective date of an interconnection agreement.

WHEREAS, Riverside requested that SCE file the necessary Interconnection Facilities Agreement ("IFA") unexecuted and unilaterally at FERC and subsequently, the Parties entered

into a Settlement Agreement and the IFA on March 9, 2009, which, among other things, specified the terms for SCE to provide Interconnection service; and for SCE to (i) engineer, design, construct, install, own, operate and maintain Wildlife Substation; (ii) engineer, design, construct, install, own, operate and maintain the Mira Loma-Vista 230kV Line Loop into Wildlife Substation; (iii) interconnect the 230/69 kV Riverside Wilderness Substation to Wildlife Substation; (iv) purchase from Riverside the land required for Wildlife Substation; and (v) reimburse Riverside for certain amounts paid to SCE as specified in the IFA.

WHEREAS, pursuant to the IFA, SCE will construct, own, and operate Wildlife Switchyard and the transmission facilities between Wildlife Switchyard and SCE's Mira Loma and Vista Substations. Furthermore, SCE will construct, own, and operate the facilities interconnecting SCE's Wildlife Switchyard and Riverside's Wilderness Substation. Riverside will support the 230kV project coordination in collaboration with SCE, and Riverside will construct, own, and operate the new 230/69kV RPU Wilderness Substation and expansion of RPU's 69kV sub-transmission system.

WHEREAS, the parties have identified certain project components that are common and/or interdependent overlapping tasks for SCE and RPU and that will require close collaboration. Consistent with Exhibit A, those tasks include the following, which are collectively referred to as "RTRP Common Work":

- Project activities related to the Substation site development and 230kV transmission line work:
 - Pre-design, pre-Construction site activities e.g. Surveying, Mapping, Geotech analysis;
 - Rough grading design, wall design, common fence (on property line) design, landscaping design, including landscape water line and street improvement design including erosion/sedimentation control, retaining wall design, external street improvements such as but not limited to paving, curb and gutter, streetlights, and street signs;
 - Environment activities related to grading, soil evaluation, soil overhaul, environment mitigation measures and site access matters;
 - Property services matters, appraisals and easements;
 - Construction of street improvements including but not limited to rough grading, retaining wall, curb and gutter, streetlights, street signs, and catch basins. The cost of security and surveillance during construction, temporary fencing and other miscellaneous items related to the construction activities;
- RPU's Project activities for the 230 kV portion of RTRP related to the Land and Water Conservation Fund ("LWCF") Process & Support functions, property services matters, and appraisals for City & County owned property involved in LWCF conversion process for SCE's new 230kV transmission line; and
- RPU's Project activities for the 230 kV portion of RTRP related to the Multiple Species Habitat

Conservation Plan (“MSHCP”) Process & Support functions.

WHEREAS, the construction of the common property line interior perimeter fence, the construction of SCE’s Wildlife Switchyard perimeter wall and the construction of Riverside’s Wilderness Substation perimeter wall are not part of the RTRP Common Work.

WHEREAS, SCE and RPU desire to cooperate with each other in the design, construction and inspection of the RTRP Common Work.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth for the purposes aforesaid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is for Riverside and SCE to agree on the performance of and cost sharing associated with the RTRP Common Work as outlined in Exhibit A to this Agreement, including but not limited to the design, construction, inspection and funding of same.

2. **RPU Obligations.**

2.1. Plans, Specifications and Estimates. RPU shall prepare, or cause to be prepared, Plans, Specifications and Estimates (“PS&E”) for the RTRP Common Work, which shall include relevant descriptions of the scopes of work to be performed, in accordance with all applicable city, county and state standards and requirements and in a manner consistent with the Final Environmental Impact Report for the RTRP certified by the City of Riverside in 2013 (“2013 FEIR”) and the Final Subsequent Environmental Impact Report for the RTRP certified by the California Public Utilities Commission in 2020 (“2020 FSEIR”). RPU shall submit the PS&E to SCE for its review and approval as tasks progress through engineering design, bid packages and construction stages, approval of which shall not be unreasonably withheld, prior to commencement of any advertisement to contractors for construction of the RTRP Common Work.

2.2. Construction Schedule; Temporary Entry Permit. Prior to the completion of the PS&E for the RTRP Common Work, RPU shall provide SCE with a construction schedule and work plan of the major activities for the RTRP Common Work, including mobilization, demolition, roadway trenching, traffic control/handling, water and sewer improvements construction, and demobilization. Once the construction schedule has been reviewed and approved by SCE, SCE and RPU shall enter into a temporary entry permit in the form attached hereto as Exhibit B, through which SCE shall grant RPU access to its switchyard site to complete the RTRP Common Work.

2.3. Construction of RTRP Common Work. The Parties agree that RPU should perform the RTRP Common Work and SCE shall reimburse RPU for its share of those costs as described in Exhibit A hereto. In accordance with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations, and consistent with the 2013 FEIR and 2020 FEIR, RPU shall advertise, competitively bid, and award a public works construction contract(s) and/or professional services agreement(s) for the RTRP Common Work. RPU shall administer these contracts and shall ensure that the RTRP Common Work is completed in accordance with the approved PS&E, the 2013 FEIR and 2020 FEIR, and all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations. If, during construction and installation of the RTRP Common Work, RPU determines that alterations are required for RTRP Common Work, RPU shall seek SCE's written approval of said changes prior to implementation of such alterations, and such approval shall not be unreasonably withheld.

2.4. Contractor Obligations. RPU shall require the contractor(s) and consultant(s) for the RTRP Common Work to: a) comply with the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq.; b) provide and maintain adequate liability insurance for the RTRP Common Work; c) name SCE, its directors, officials, officers, employees, volunteers and agents as additional insured with respect to the RTRP Common Work within plans and specifications performed by or on behalf of the contractor; and d) indemnify and hold harmless SCE, its directors, officials, officers, employees, volunteers and agents from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, (1) to property or persons, including wrongful death, and (2) relating to RPU's failure to comply with any applicable laws, regulations, or Project requirements, to the extent arising out of, pertaining to, or incident to the RTRP Common Work except if caused by the negligence or willful misconduct of SCE.

2.5. Completion of RTRP Common Work. RPU shall complete the PS&E for the RTRP Common Work and obtain all necessary approvals and permits as may be required for the RTRP Common Work. RPU shall complete construction of the RTRP Common Work, including any closeout activities, by [TBD]. If RPU fails to complete construction of the RTRP Common Work due to conditions or events outside of their control, the parties will meet and confer and agree to a reasonable and appropriate extension of time to complete the RTRP Common Work. RPU shall make all reasonable efforts to complete the RTRP Common Work by the deadline set forth above.

3. SCE Obligations.

3.1. Review of PS&E. Upon receipt of the PS&E for the RTRP Common Work, SCE shall promptly review and approve the PS&E and shall not unreasonably withhold such approval.

3.2. Inspection. SCE shall have the right to be present during any inspections of the RTRP Common Work by RPU personnel to ensure that the RTRP Common Work is being constructed in conformance with the PS&E.

3.3. Payment of Total Costs of RTRP Common Work. SCE agrees to pay certain portions of the Total Costs to construct the RTRP Common Work as per the terms of Exhibit A. For purposes of this Agreement, the term “Total Cost” shall mean all labor, materials, tools, equipment, services and incidental and customary work necessary to plan, engineer, design, environmentally review, permit, site, bid, and construct the RTRP Common Work, including without limitation, all costs and expenses for the following: engineering, legal, and other consultant services throughout the pre-construction and construction phases; bid preparation and administration services; soil, project and other inspection and testing services; construction and project management services; and all other construction and project close-out activities.

3.4. Payment of Estimated Costs. RPU shall bill SCE quarterly for the costs of the work activities outlined in Exhibit A of this Agreement and SCE shall pay such bill within twenty (20) calendar days of receipt of such bill.

3.5. Change Order Costs. RPU shall submit to SCE and both Parties shall promptly review any proposed change order from any contractor or consultant relating to changes to the work for the RTRP Common Work. Parties shall collaboratively work to review any proposed change order in sufficient time to allow such a change order to be processed as required by RPU’s contract with that contractor or consultant. In the event there is a disagreement between RPU and SCE regarding any such change order, the Parties shall promptly meet and confer to attempt to resolve any disagreement. If the Parties are unable to resolve the disagreement within forty-eight (48) hours or within a time mutually agreed to by the Parties, either Party may insist that RPU accept the change order in whole or in part, despite the disagreement by the other Party. The disagreeing Party may invoke the Dispute Resolution provisions of Section 8 in order to determine responsibility for any additional costs incurred by the approval of that change order. Once RPU approves a change order, RPU shall invoice SCE for such Change Order Costs. SCE shall pay such Change Order Costs to RPU within thirty (30) days of the date of RPU’s invoice.

3.6. Final Costs. Within twelve (12) months of the completion of the work set forth in Exhibit A, Riverside shall determine the actual recorded costs of the Riverside work outlined in Exhibit A to this Agreement and provide SCE with a final summary of costs. If additional SCE payments are due, a final invoice/bill will be sent, and SCE shall pay such bill in accord with the terms of this Agreement. If a credit is owed, reimbursement will be made by Riverside to SCE within 60 business days. “Completion” shall mean the filing by Riverside of a “Notice of Completion” for all work, as required by Civil Code section 9204.

4. **Termination.** This Agreement shall terminate (a) upon final completion and acceptance by RPU of the RTRP Common Work, conveyance to and acceptance by RPU of all real property interests required for the RTRP Common Work and payment by SCE to RPU of all amounts owed to RPU under this Agreement or (b) upon SCE's written election if, in SCE's reasonable judgment, the Project approved by the CPUC in the 2020 CPCN seems unlikely to be constructed. If this Agreement is terminated by written notice, the termination shall become effective as of the date of receipt. RPU shall use reasonable efforts to minimize costs, damages and charges arising as a consequence of termination. All costs incurred or committed to be incurred as of the termination date shall be allocated between the parties in accordance with the provisions of the IFA.

5. **Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties *via* Email and at the following addresses, or at such other addresses as the respective Parties may provide in writing for this purpose:

SCE: Southern California Edison Co. CA-Innovation Village 2 Pomona, CA 91768 Attention: Ken Spear, Sr. Project Manager, Project Development & Execution, Riverside Transmission Reliability Project (RTRP) Office number: 909-274-3873 Email: Kenneth.Spear@sce.com	City of Riverside Public Utilities Department: City of Riverside Public Utilities Department 3750 University Avenue, 3 rd Floor Riverside, CA 92501 Attention: Todd Corbin, General Manager Office number: 951-826-5772 Email: TCorbin@riversideca.gov
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Such notice may be provided by personal delivery, by first class mail, by express delivery or by email transmission. Notice shall be deemed to be made as follows: (A) when personally delivered, upon actual delivery; (B) when mailed, seventy-two (72) hours after deposit in the U.S. Mail, first class postage prepaid; (C) when sent by express delivery, upon delivery as documented by the delivery service; and (D) when sent via facsimile transmission, upon actual delivery as documented by any verifiable facsimile transmission record. Facsimile transmissions shall be followed by first class delivery along with a copy of the facsimile transmission record. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

6. **Cooperation and Further Acts.** The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

7. **Stop Work Authority.** Both RPU and SCE shall have the right to stop performance of the RTRP Common Work if any portion of the RTRP Common Work fails at any time to conform to the applicable specifications and/or if work conditions are deemed to be imminently hazardous to persons, property or the environment. In the event that any stop of the RTRP Common Work is issued by RPU and/or SCE, SCE and RPU shall meet and confer within two (2) business days to discuss the reason(s) for stopping the RTRP Common Work and identifying any needed steps to resume the RTRP Common Work. Either Party may invoke the Dispute Resolution provisions of Section 8 in order to determine responsibility for any additional costs incurred by stopping the RTRP Common Work. Nothing in this Section precludes RPU from stopping the RTRP Common Work for other reasons consistent with RPU's contract(s) with the consultants and/or contractors performing the RTRP Common Work.

8. **Dispute Resolution.** If a dispute arises under this Agreement, the Parties shall make a good faith effort to cooperate and collaborate with each other for the purpose of negotiating a mutually agreeable resolution to attain the purposes of this Agreement. Should there be substantial disagreement, the Parties shall resolve the dispute by scheduling a meeting with personnel and/or management that have authority to reach a resolution within fifteen (15) calendar days of written notification to the other Party by the disagreeing Party. If after such meeting the Parties are unable to resolve the dispute within an additional fifteen (15) calendar days from the date of such meeting, then the Parties agree to submit the matter for resolution to non-binding arbitration or mediation in Los Angeles or Riverside County, California or an alternative location mutually acceptable to both Parties. In the event either party is dissatisfied with the decision reached by the arbitrators or mediators, such Party may pursue adjudication of the dispute in a court of law. Consistent with Section 8, each Party shall be responsible for his or its own attorneys' fees and costs, but the fees and costs of the arbitrator or mediator referenced herein shall be paid equally by each Party.

9. **Attorneys' Fees.** If any Party commences an action against another Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, all parties shall bear their own attorneys' fees and costs.

10. **Indemnification.** Each Party shall indemnify and hold the other Party and its officials, officers, employees and agents free and harmless from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions or willful misconduct of the indemnifying Party or its officials, officers, employees and agents related to the performance of this Agreement or the completion or maintenance of the RTRP Common Work, including attorneys' fees and other related costs and expenses; provided, however, that employees of any Party shall not be deemed to be agents of any other Party for purposes of this Section. Notwithstanding the foregoing, the indemnifying Party shall not settle any lawsuit with respect to the other Party to this Agreement without such Party's consent, which consent shall not be unreasonably withheld.

11. **Entire Agreement; Amendments.** This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

12. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any cause of action arising under this Agreement shall be in either Riverside County or Los Angeles County, California.

13. **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the Parties.

14. **Assignment or Transfer.** No Party shall assign, hypothecate, subcontract or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of the other Party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

15. **Construction, References and Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to any Party shall include all officials, officers, employees and agents of that Party, except as otherwise specified in this Agreement. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

16. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give any other Party any contractual rights by custom, estoppel, or otherwise.

17. **No Third-Party Beneficiaries.** There are no third-party beneficiaries of any right or obligation assumed by the Parties.

18. **Invalidity and Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. In addition, if any portion of this Agreement is declared to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, or is otherwise deemed to be such by legal counsel for the Parties to this Agreement, the Parties shall use their reasonable best efforts to amend this Agreement to remove the inappropriate provision(s); provided, however, that if the amendment cannot be made in a manner which preserves all essential parts of the consideration for any Party, such Party may terminate this Agreement as soon as is reasonably practicable or as required by law.

19. Authority to Execute Agreement. Each Party warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party also warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party hereto.

20. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall constitute an original.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their respective duly authorized representatives.

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____
Jill Horswell
Director

CITY OF RIVERSIDE,

a California charter city and municipal corporation

by: _____
Michael Moore
Interim City Manager

Attest:

By: _____
Donesia Gause
City Clerk

Approved as to form:

Susan D. Wilson
Assistant City Attorney

EXHIBIT A

SCE-RPU Common Work Cost Division

Exhibit A
RTRP Common Work

Item	Project Activity/Task Description	Work Performed For	Entity Responsible for Costs	Work Performed By	% of Activity/Task Costs to be paid
1	Pre-Construction (Design) substation site investigations necessary to perform design and construction activities (e.g., Surveying, Mapping, GPR locating, LiDar, Potholing, Geotech services)	SCE, RPU	SCE, RPU	RPU (City), RPU Consultant/ Contractor	50%
2	Pre-Construction (Design) substation site development: e.g., grading, erosion/sedimentation control, and retaining wall design and associated activities, external paving (Outside of the substations), curb & gutter	SCE, RPU	SCE, RPU	RPU (City), Consultant	50%
3	Pre-Construction (Design) substations perimeter walls, gates, access, and landscaping	SCE, RPU	SCE, RPU	RPU (City), Consultant	50%
4	Construction of substations grading, Wilderness Substation access road, bedrock crushing and excavation, retaining walls, Wilderness Street improvements and streetlights, soil testing during grading, common fence separating the two substations, and all other associated activities as part of grading not specified herein (Exhibit A).	SCE, RPU	SCE, RPU	RPU (City), RPU Consultant/ Contractor	50%
5	Site security during and after construction of substation grading and street improvement throughout the contract duration	SCE, RPU	SCE, RPU	RPU (City), RPU Contractor	50%
6	Easements (e.g., Ed Perkic emergency access, Wildlife east wall, access off Wilderness Ave, detention basin roads) ¹	SCE	SCE	RPU (City)	100%
7	Construction of Wildlife Substation storm drain basin, basin fence and dirt road; Post grading maintenance of erosion control plans ¹	SCE	SCE	RPU (City), RPU Contractor	100%
8	RPU's MSHCP processing, support, and costs associated with SCE's 230kV transmission lines ¹	SCE	SCE	RPU, RPU Consultant	100%
9	RPU's Support functions (appraisals, legal review, property services costs, etc.) for LWCF Processing related to 230kV lines ¹	SCE	SCE	RPU, RPU Consultant	100%
10	Construction of Wilderness Substation storm drain basin, basin fence and Ed Perkic access road; construction of Wilderness Substation water and sewer utilities; construction of Ed Perkic Street improvements and streetlights ²	RPU	RPU	RPU (City), RPU Contractor	100%
11	RPU's MSHCP Processing and costs associated with the 69kV transmission lines ²	RPU	RPU	RPU, RPU Consultant	100%

Exhibit A
RTRP Common Work

12	Due diligence associated with land sale for Wildlife Substation including but not limited to Phase 1 and Phase 2 Environmental ²	SCE	SCE	SCE	100%
13	Due diligence for Phase 1 Environmental for Wilderness Substation land ²	RPU	RPU	RPU	100%
14	Remediation of contaminated soils during grading construction, if any ²	SCE, RPU	RPU	RPU (City), RPU Consultant/ Contractor	100%

Notes

- 1- Not a cost sharing item – Item listed for cost re-imbursement clarification purpose only.
- 2- Not a cost sharing item - Item listed for cost allocation clarity only.

EXHIBIT B

FORM OF TEMPORARY ENTRY PERMIT

TEMPORARY ENTRY PERMIT

This Temporary Entry Permit (this Permit) is entered into by and between Southern California Edison Company (SCE) and the City of Riverside (Permittee) as of [_____] (Effective Date).

PURPOSE: This Permit is being given in connection with that certain Cost Sharing Agreement by and between SCE and Permittee dated as of [_____] (the Cost Sharing Agreement). Permittee is hereby permitted to enter onto SCE's property located at [ADDRESS] in the City of Riverside, County of Riverside, State of California (Premises) to conduct the RTRP Common Work, as defined in the Cost Sharing Agreement. Permittee's use of the Premises for any purpose other than identified in accordance with this Permit shall be grounds for immediate termination of this Permit as determined by SCE in its sole discretion.

TERM: Commencing XXXX Ending XXXX

SUBJECT TO: All licenses, covenants, conditions, restrictions, reservations, rights and easements, and/or any other encumbrances on the property, whether of record or not.

INDEMNIFICATION/INSURANCE: Permittee agrees, for itself, and for its and their agents and employees and any person or persons claiming under the Permittee, to save harmless and indemnify SCE, its successors and assigns, and its and their officers, agents, employees, tenants, licensees and Permittees from and against all claims, demands, loss, damage, actions, causes of action, expense and/or liability arising or growing out of loss of or damage to property including the property of SCE, its successors and assigns, and its and their officers, agents, employees, tenants, licensees, and Permittees or injury to or death of persons resulting in any manner, directly or indirectly, from the maintenance, use, operation, repair or presence of said use. Permittee further agrees to insure its liabilities, which may arise from its activities hereunder by the purchase of:

(a) Workers' Compensation with statutory limits, in accordance with the laws of the State of California and Employer's Liability with limits of not less than \$1,000,000 each accident, disease/each employee, and disease/policy limit. Permittee shall require its insurer to waive all rights of subrogation against SCE, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of SCE.

(b) Commercial General Liability insurance, including contractual liability and products liability, with limits not less than \$5,000,000 per occurrence. Such insurance shall: (i) name SCE, its officers, agents and employees as additional insureds, but only for Permittee's acts or omissions; (ii) be primary for all purposes (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against SCE, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of SCE.

(c) Commercial Automobile Liability insurance with a combined single limit of \$1,000,000. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Premises.

Permittee shall provide SCE with proof of such insurance by submission of certificates of insurance at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to insurance renewal. Such insurance shall not be canceled nor allowed to expire, nor be materially reduced, without thirty days prior written notice to SCE, ten days for non-payment of premium. The required insurance policies shall be maintained with insurers reasonably satisfactory to SCE, and shall be primary and non-contributory with any insurance or self-insurance maintained by SCE. The parties agree that Permittee may provide the required insurances through its program of self-insurance.

WARRANTY: It is expressly understood and agreed that Permittee takes the Premises as is, and that SCE makes no representation, covenant, warranty or promise that the said Premises are fit for any particular use for which this Permit was entered, into and Permittee has not relied on any such representation, covenant, warranty or promise.

ASSIGNMENT: This permit is for the sole use and privilege of Permittee, and cannot be assigned or transferred. Any attempt to do so may render this permit voidable at SCE's discretion.

TERMINATION: This permit is revocable immediately at the sole option and discretion of SCE, and the Permittee agrees to peaceably surrender the Premises upon written or oral demand by SCE or its authorized representative.

AUTHORITY: This permit is issued subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated herein by this reference. Permittee agrees to comply with all applicable federal, state, and local laws, permitting, and regulations.

RESTRICTIONS:

1. Permittee will not repair or refuel, or permit to be repaired or refueled, any vehicles or mechanized equipment within the Premises.
2. No buildings, structures, or accumulation of flammable or combustible materials or explosives shall be permitted on the Premises. No storage of gasoline, diesel, propane, or any other type of fuel will be permitted on the Premises.
3. Upon termination of this permit the Permittee agrees to leave the Premises in a condition satisfactory to SCE.
4. Permittee shall not engage in, or permit any other party to engage in, any activity on the Premises that violates any federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste ("Hazardous Materials"), including but not limited to, the importing of foreign soils, crushed asphalt and other oil products. Permittee shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to disclosure of Hazardous Materials. Permittee shall comply with all applicable federal, state, or local laws, rules, and regulations pertaining to the storage and/or discharge of Hazardous Materials. Permittee shall indemnify and hold SCE, its directors, officers, agents and employees and its successors and assigns harmless from any and all claims, loss, damage, actions, causes of actions, expenses and/or liability arising from leaks of, spills of, releases of, and/or contamination by or from Hazardous Materials as defined by applicable laws, rules or regulations, which arise during or after the Permit term, and are attributable to the actions of, or failure to act by, Permittee or any person claiming under Permittee.

SIGNATURE AUTHORITY: Each of the persons executing this Permit warrants and represents that he or she has the full and complete authority to enter into this Permit on behalf of the Party for which he or she is signing, and to bind said Party to the permits, agreements, covenants and terms contained herein.

COUNTERPARTS: This Permit may be signed in one or more counterparts, each of which shall constitute an original.

[Signatures on next page]

IN WITNESS WHEREOF, SCE and Permittee have executed this Permit by their respective duly authorized representatives as of the Effective Date.

XXXX
XXXX
XXXX
(XXX) XXX-XXXX Phone

Permittee Signature

Printed Name:

Date: _____



BRIAN SABINS
Real Estate Advisor
Real Properties / Land Management
2 Innovation Way, 2nd floor
Pomona, CA 91768

Date: _____