

APN: 225-173-031  
TITLE REPORT NO: 09201853  
PROJECT: State Route 91 HOV  
FEDERAL ID No.:33-0072823

**AGREEMENT FOR PERMANENT EASEMENT  
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT is entered into this 10<sup>th</sup> day of January, 2018 by and between the **RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency of the State of California** (hereinafter called "Buyer"), and **CITY OF RIVERSIDE, as Successor Agency to the Redevelopment Agency of the City of Riverside, a public body** (hereinafter called "Seller") for acquisition by Buyer of a permanent easement 3441 Central Ave and APNs 225-173-028 & 031

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement (hereinafter called "Agreement"), a Permanent Easement over all that certain real property (hereinafter called "Property") situated in the City of Riverside, County of Riverside, State of California, and described in Exhibit "A" and depicted in Exhibit "B", as being conveyed in Exhibit "C", attached hereto.
2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of

**THREE THOUSAND FOUR HUNDRED DOLLARS  
(\$3,400.00)**

3. CONVEYANCE OF PERMANENT EASEMENT. Seller agrees to convey to Buyer a Permanent Easement in, on, over and above the Property.
4. ESCROW. Buyer may elect to open an escrow in accordance with this Agreement at an escrow company of Buyer's choice. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties agree to perform all acts reasonably necessary to close this escrow in the shortest possible time.

Seller shall execute and deliver said deed(s) as referenced in Paragraph 3, above, to Escrow Agent concurrently with this Agreement, or as soon as possible thereafter when said deeds are available. After opening of escrow, Buyer will deposit an executed Certificate of Acceptance with Escrow Agent. Buyer agrees to deposit the purchase price upon demand of Escrow Agent. Buyer and Seller agree to deposit with Escrow Agent any additional instruments as may be reasonably necessary to complete this transaction.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

5. CLOSE OF ESCROW. Escrow Agent is authorized to and shall disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller. The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE.

6. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

7. POSSESSION AND USE. It is the intent of this Agreement to consummate the escrow.

Buyer requires immediate possession of a portion of the Easement Area to construct the proposed Project. One of the purposes of this Agreement is to allow Buyer to proceed with the construction of the Project without delay.

In consideration of the sum to be paid to Seller and any other consideration set forth herein, Seller hereby grants to Buyer, its contractors, agents and all others deemed necessary by Buyer, the irrevocable right to possession and use of the Easement Area including the right to remove and dispose of improvements located therein. In consideration for this irrevocable grant of possession and use, concurrently with the opening of escrow (as defined above), Buyer will deposit in escrow the full cash portion of the Purchase Price. Buyer's right to possession of the Easement Area shall be conditioned upon and shall commence on the date said sum is paid into escrow (as defined above).

Upon taking possession, Buyer shall be solely responsible for the Easement Area and shall defend, indemnify and hold Seller harmless from and against any and all claims arising out of or related to Buyer's possession and use thereof. If Buyer does not complete the purchase of the Easement Area and this Agreement is terminated or canceled, for any reason except Seller's default, Buyer shall, at Buyer's sole cost and expense, completely restore the Easement Area to its condition as existed immediately prior to Buyer taking possession under this Section 7.

By granting the irrevocable right to possession and use of the Easement Area to Buyer as described herein, Seller agrees that (a) Seller specifically waives the notice required by Code of Civil Procedure Section 1245.235 of the hearing of the matter referred to in Code of Civil Procedure Section 1240.030 and the adoption of the resolution of necessity by Buyer, authorizing the taking of the Easement Area; and (b) Seller shall not object to the filing of an eminent domain proceeding to acquire the Easement Area; and (c) in any eminent domain action filed by Buyer to acquire the Easement Area, Seller shall not challenge Buyer's right to take such property, and the only issue shall be the amount of just compensation for the Easement Area. The right to possession described in this Section 7 will survive any termination of escrow prior to Closing.

8. FULL AND COMPLETE SETTLEMENT. Seller hereby acknowledges that the compensation paid to Seller through this Agreement constitutes the full and complete settlement of any and all claims against Buyer, by reason of Buyer's acquisition of the Permanent Easement specifically including, but not limited to, any and all damage to Seller's remainder property by reason of the acquisition of the Permanent Easement or the installation of the improvement project in the manner proposed, the value of improvements pertaining to the realty, leasehold improvements, any and all claims of rental or leasehold value and loss of business goodwill (excluding relocation benefits, if any), and any and all claims in inverse condemnation and for precondemnation damages, and any and all other claims that Seller may have, whether or not specifically mentioned here, relating directly or indirectly to the acquisition by Buyer of the Permanent Easement ; however Seller and Buyer, and each and all of their individual collective agents representatives, attorneys, principals, predecessors, successors, assigns, administrators, executors, heirs, and beneficiaries, hereby release the other party, and each of them, from any and all obligations, liabilities, claims, costs, expenses, demands, debts, controversies, damages, causes of action, including without limitations those relating to just compensation, damages, which any of them now have, or might hereafter have by reason of any matter or thing arising out or in any way relating to any condemnation action affecting the subject Property.
9. CONSTRUCTION CONTRACT , CURATIVE WORK.
- a. In addition to the compensation shown in Paragraph 2 hereinabove, Buyer, its contractors or assigns, shall perform construction activities on the Property in connection with the project and the following construction contract items at the time of the installation of the proposed project:
- i. None.
- All work performed under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work and shall be completed in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated or reconstructed by the Buyer, shall be left in as good condition as found.
- b. The compensation paid to Seller through this Agreement includes the value of and cost to remove, relocate, reconstruct, and/or refurbish the following improvements located on the Property.
- i. None.
10. PERMISSION TO ENTER PROPERTY. For project planning and funding purposes, Seller hereby grants to Buyer and authorized agents or contractors, the right to possession and use of the area described in Exhibit "A" and depicted in Exhibit "B" after providing Seller with a 48-hour prior written notice to perform the construction activities on the Property in connection with the project and to perform the construction contract items listed in paragraph 8a above.
11. DISCLOSURE. In the event Seller plans to sell, lease, or rent the Property prior to the completion of the project as defined in Paragraph 9 above or the final expiration of the

TCE, Sellers shall inform, in writing, any and all parties involved in said sale, lease, or rental of this TCE acquisition and associated construction project by Buyer.

12. PROPERTY CONDITION. Seller agrees that no improvements, other than those already on the Permanent Easement area shall be placed thereon; and the planting of any crops, trees, or shrubs, or alterations, repairs, or additions to existing improvements within the Permanent Easement area, which may hereafter be placed thereon, are at Seller's risk and without expectation of payment if removed by Buyer or Buyer's agent.
13. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation. Seller acknowledges that the sums received from Buyer under this Agreement constitute full payment of just compensation in eminent domain (including, but not limited to, compensation for the fair market value of the real property taken, severance damages, improvements to the realty, furniture, fixtures, equipment, the value of any leasehold interest, loss of inventory, loss of business goodwill, court costs, litigation expenses and any interest which might be due on such matters). Seller acknowledges that the amounts paid under this Agreement constitute the total amount due Seller, and that no further payments are due, owing or payable. Seller waives any other claims it might have for further payment or further compensation, and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith.
14. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:
  - a. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
  - b. To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.
  - c. Until the closing, Seller shall not do anything which would impair Seller's title to any of the Property.
  - d. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
  - e. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Paragraph 13 not to be true as of closing, immediately give written notice of such fact or condition to Buyer.
  - f. Seller, at the time of execution of this Agreement, is in legal possession of the Property in fee simple absolute and is the lawful owner of and has good, indefeasible title to the Property.

- g. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.
15. MUTUAL INDEMNIFICATION. Buyer agrees to defend, indemnify and hold Seller free and harmless from and against any and all claims, damages and liabilities related to Buyer's use of the Property and arising from facts and circumstances occurring following Close of Escrow. Seller agrees to defend, indemnify and hold Buyer free and harmless from and against any and all claims, damages and liabilities related to Seller's use of the Property and arising from facts and circumstances occurring prior to Close of Escrow. The indemnity obligations described above will be for the benefit of and binding upon the Parties, their successors and assigns, officers, employees and representatives and will survive Close of Escrow and the recordation of the TCE.
16. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
17. CONTINGENCY. The completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Buyer herein. The execution of these documents and the delivery of same to Escrow Agent constitute said acceptance and approval.
18. NO BROKERS. Buyer and Seller each represents to the other that no brokers have been involved in this transaction. Buyer and Seller agree to indemnify one another against any claim, suits, damages and costs incurred or resulting from the claims of any person for any fee or remuneration due in connection with this transaction pursuant to a written agreement made with said claimant.
19. JURISDICTION AND VENUE. This Agreement shall be governed by and constructed in accordance with the laws of the State of California. The parties consent to the jurisdiction of the California Courts with venue in Riverside County.
20. ASSIGNMENT. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto. Buyer may freely assign any or all of its interests or rights under this Agreement or under the Escrow without the consent of Seller.
21. COOPERATION. Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably

necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

22. ENTIRE AGREEMENT, WAIVER AND MODIFICATION. This Agreement is the entire Agreement between the parties with respect to the subject matter of this Agreement. It supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth hereinabove.

MAILING ADDRESS OF SELLER

3900 Main Street  
Riverside, CA 92522-0001

SELLER

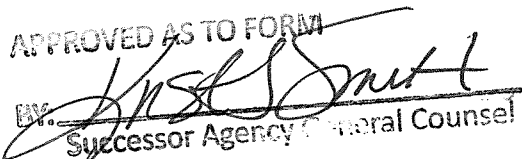
CITY OF RIVERSIDE, as successor agency to  
the Redevelopment Agency of the City of  
Riverside, a public body

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM

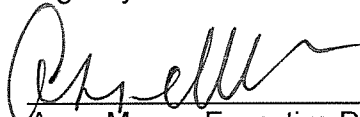
  
BY: \_\_\_\_\_  
Successor Agency General Counsel

MAILING ADDRESS OF BUYER

Riverside County Transportation Commission  
Attn: Anne Mayer, Executive Director  
4080 Lemon Street, 3rd Floor  
Riverside, California 92501

BUYER

Riverside County Transportation Commission,  
a public agency of the State of California

By:  \_\_\_\_\_  
Anne Mayer, Executive Director

**APPROVED AS TO FORM:**

**BEST, BEST & KRIEGER, LLP**

By:  \_\_\_\_\_  
Steven DeBaur, Attorney for Riverside  
County Transportation Commission

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**EXHIBIT "A"**

For Freeway Purposes, that portion of Lot 444, of Sun Gold Terrace, Unit No. 6, in the City of Riverside, shown by a map filed in Book 25, page 68, of Maps, in the Office of the County Recorder, County of Riverside, California, described as follows:

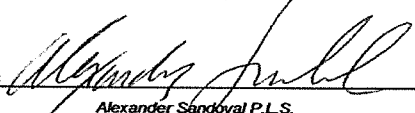
The northerly 20 feet of the southerly 37.00 feet of said Lot 444.

**EXCEPTING** therefrom that portion lying southeasterly of the southeasterly line of Parcel 2, described in a Grant Deed to the Redevelopment Agency of the City of Riverside, recorded June 11, 1999, as Instrument No. 259775, Official Records of Riverside County, California.

The distances used in the above description are on the California Coordinate System of 1983, Zone 6. Multiply all distances used in the above description by 1.0000273 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature

  
Alexander Sandoval P.L.S.

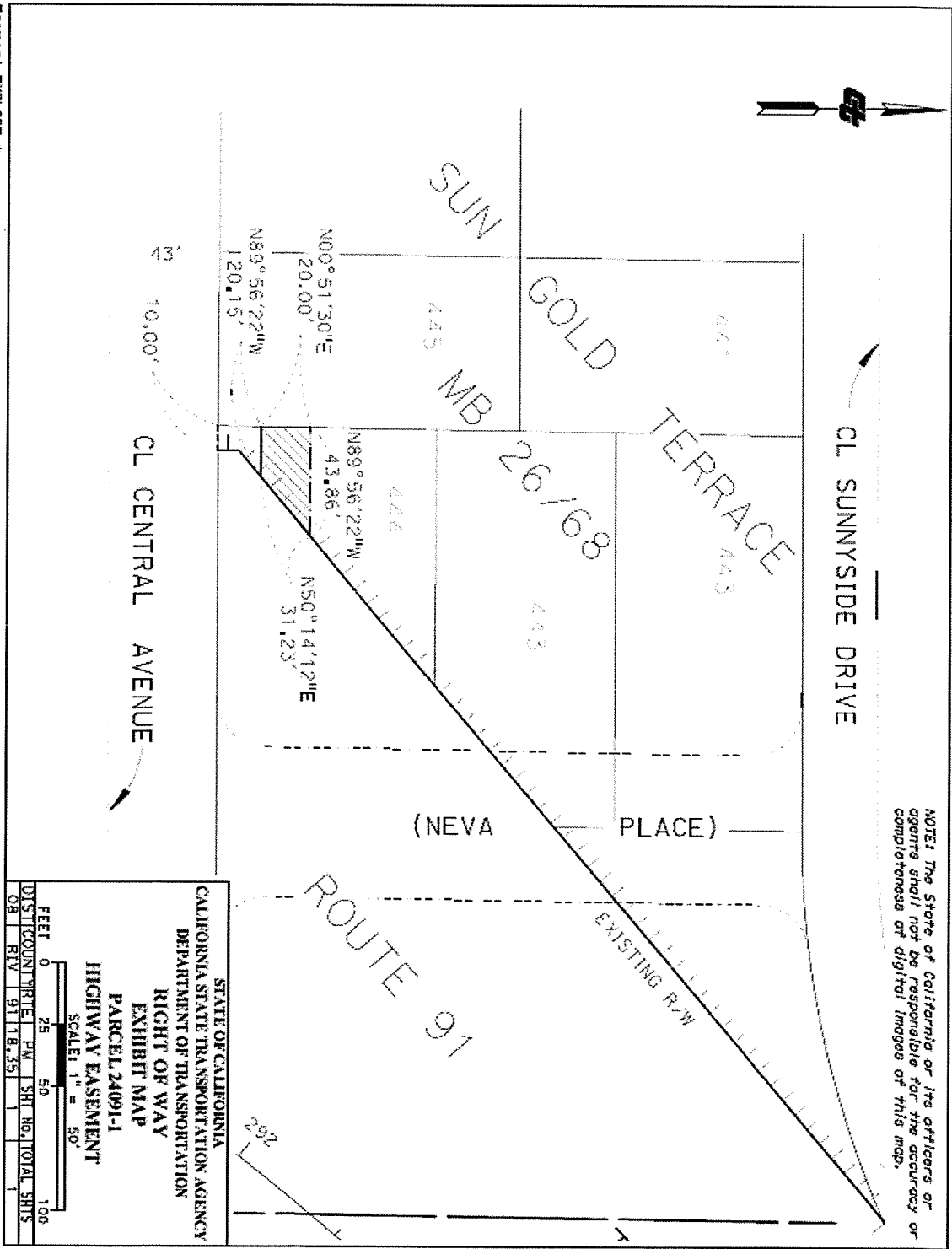
Date: April 26, 2017





EXHIBIT B

Depiction



**EXHIBIT C**

RECORDING REQUESTED BY

When Recorded Mail To

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
464 W. 4th STREET, 6th FLOOR  
SAN BERNARDINO, CA 92401-1400  
Attention Record Maps- MS 980

**FREE RECORDING:**

This instrument is for the benefit of The State of California, and is entitled to be recorded without fee or tax. (Govt. Code 6103, 27383 and Rev. & Tax Code 11922)

Space above this line for Recorder's Use

**EASEMENT DEED  
HIGHWAY**

District	County	Route	Postmile	Number
08	RIV	91	18.4	24091

**CITY OF RIVERSIDE**, as successor agency to the Redevelopment Agency of the City of Riverside, a public body, organized and existing under and by virtue of the laws of the State of California, hereinafter called GRANTOR, hereby grants to the Riverside County Transportation Commission, a public agency of the State of California, hereinafter called GRANTEE, an easement for the right of way and incidents thereto for a public highway upon, over and across that real property in the City of Riverside, County of Riverside, State of California, described as follows:

See Exhibit "A", attached.

GRANTOR hereby further grants to GRANTEE all trees, growths (growing or that may hereinafter grow) and road building materials within the right of way including the right to take water, together with the right to use same in such manner and at such location as the GRANTEE may deem proper, needful or necessary for the construction, reconstruction, improvement or maintenance of the highway.

The GRANTOR, for itself and its successors and assigns, hereby waives any claim for any and all damages to GRANTOR's remaining property contiguous to the right of way conveyed by reason of the location, construction, landscaping or maintenance of the highway.

Grantee may further assign and transfer its rights hereunder, in whole or in part, to other public or private entities.

**08-Riv-91-PM 18.4-24091 (24091-1)**

Number
24091-1

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

GRANTOR:

**CITY OF RIVERSIDE, as  
successor agency to the  
Redevelopment Agency of  
the City of Riverside, a  
public body**

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

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

ITS: \_\_\_\_\_

**ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_,  
\_\_\_\_\_ who proved to me on the basis of satisfactory  
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and  
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State Of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(Seal)

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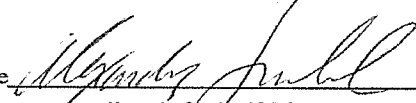
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This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature

  
Alexander Sandoval P.L.S.

Date: April 26, 2017

