

PURCHASE AND SALE AGREEMENT

CHARLES AND NAOMI AVILA

Marketplace Outdoor Display and APN 213-211-008

This Purchase and Sale Agreement (“Agreement”) is entered into this ____ day of _____, _____ (“Effective Date”), by and between the **CITY OF RIVERSIDE**, a California charter city and municipal corporation, (“Seller”) and **CHARLES AND NAOMI AVILA, TRUSTEES OF THE CHARLES AVILA AND NAOMI AVILA LIVING TRUST DATED MAY 14, 1999** (“Buyer”). In consideration of the mutual covenants and agreements, the parties agree to the following terms and conditions:

RECITALS

A. On October 9, 2020, the State of California adopted Assembly Bill No. 1486 (“AB 1486”), which provides the following: “The Legislature reaffirms its declaration that housing is of vital statewide importance to the health, safety, and welfare of the residents of this state and that provision of a decent home and a suitable living environment for every Californian is a priority of the highest order. The Legislature further declares that a shortage of sites available for housing for persons and families of low and moderate income is a barrier to addressing urgent statewide housing needs and that surplus government land, prior to disposition, should be made available for that purpose.” (Government Code Section 54220.)

B. In compliance with Government Code sections 54220, et seq., on June 15, 2023, Seller gave notice of the planned sale of certain surplus property to the State of California Department of Housing and Community Development’s (“HCD”) approved list of affordable housing developers. In the notice, Seller indicated that no funding was available to subsidize the production of affordable housing units from the Seller and that the surplus properties were intended to be sold subject to a current fair market value appraisal. No responses were received within sixty (60) days from the receipt of the notice.

C. On _____, concurrent with the approval of this Agreement, the City Council of the City of Riverside adopted Resolution _____ declaring as exempt surplus a City-owned Parcel with approximately 1,756 square feet, bearing Assessor’s Parcel Number 213-211-008, in compliance with Assembly Bill 1486.

ARTICLE I AGREEMENT OF SALE

1.1 **Property.** Seller owns in fee the land and improvements comprised of approximately 1,756 square feet of land on which the Marketplace Outdoor Display sign is installed and located on Vine Street, Riverside, California, bearing Riverside County Assessor Parcel No. 213-211-008 (“Property”), more particularly described in the legal description and plat attached hereto and marked as Exhibit “A” and incorporated herein by reference.

1.2 **Intention.** Buyer desires to purchase in fee the Property and Seller desires to sell and convey the Property to the Buyer. Buyer agrees to rehabilitate the Marketplace Outdoor Display sign to include paint and replacement of the electronic display screen to be completed within 6 months after the close of escrow.

1.3 **Due Diligence.** Buyer shall have thirty (30) days from the Effective Date (“Contingency Date”) to perform, in its sole discretion, its due diligence review of the condition of 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. 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, making engineering and environmental tests and conducting such other investigations as approved by Seller, 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. 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.

1.3.1 **Disclosures regarding the California Advertising Act Affecting the Property.** The Property currently contains an outdoor advertising display sign, also known as the Marketplace Outdoor Display. The State of California has adopted the Outdoor Advertising Act, which is codified as California Business and Professions Code section 5200 et seq. On June 12, 2025, the City of Riverside submitted Outdoor Advertising Preliminary Permit Application Number P08-3560 to the California Department of Transportation (“DOT”) for an outdoor advertising display at the Property. On August 19, 2025, the City of Riverside sent a letter requesting the declassification of a portion of Landscaped Freeway designation to DOT. On September 10, 2025, DOT sent a letter indicating that the Preliminary Permit application could not be approved, detailing further requirements for the granting of such application. On November 13, 2025, DOT sent a letter indicating that the City’s Landscaped Freeway declassification request for Riverside County in the City of Riverside, on Route 91 freeway from post mile 20.671 to post mile 20.711 had been approved. The City has disclosed the June 12, 2025 application, August 19, 2025 letter, September 10, 2025 letter, and the November 13, 2025 letter to Buyer and true and correct copies of such documents are attached hereto as Exhibit B and incorporated herein by reference. The City makes no representations or warranties as to whether the Marketplace Outdoor Display complies with the Outdoor Advertising Act.

1.4 **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.

1.5 **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 AND DEPOSIT

2.1 **Purchase Price.** The total purchase price to be paid by Buyer to Seller for the Property shall be the sum of Five Thousand Two Hundred Sixty-Eight Dollars (\$5,268.00) ("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 five (5) calendar days following the Effective Date, Seller shall open an escrow ("Escrow") with Stewart Title of California, Attention: Joyce Strohm ("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 fifteen (15) business days after the Effective Date, Buyer shall deliver a deposit in the amount of One Thousand Dollars (\$1,000.00) ("Deposit") to the Escrow Holder. The Deposit shall be fully refundable, subject however to the Seller's right to liquidated damages, until the Buyer has waived all contingency items to Buyer's full satisfaction and shall be applicable to the Purchase Price at Close of Escrow.

ARTICLE III CLOSING

3.1 **Closing Date.** This transaction shall close within forty-five (45) days from the effective date ("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. Unless objected to in writing within Seven (7) days from the receipt of the notice of cancellation, the transaction will automatically be canceled. If no demand for cancellation is made, then the transaction will close as soon as possible. Notwithstanding the foregoing, 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 to each of the following items to Escrow Holder, 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 sufficient for recording, conveying the Property;
- (b) all additional documents and instruments 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 each of the following items to Escrow Holder, the delivery of which shall be a condition to the performance by Seller of its obligations under this Agreement:

- (a) Funding for the Purchase Price of the Property and any additional funds necessary to satisfy Buyer's obligation relating to acquisition of the Property;
- (b) 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 may require;
- (c) A fully executed Covenant and Agreement and Declaration of Restrictions (Right of Reverter in Favor of City of Riverside), which shall be in such form as that attached hereto as Exhibit "C" as to permit it to be recorded in the Riverside County Recorder's Office; and
- (d) All additional documents and instruments 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 the same. Buyer agrees to hold Seller harmless for any and all real property taxes and/or special assessments on the Property assessed on and 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 liens, restrictions, delinquent taxes and assessments, and encumbrances as evidenced by a CLTA Title Insurance Policy ("Title Policy") issued by a title insurance company to be selected by Buyer 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. Any exceptions to title representing monetary liens or encumbrances may, at the discretion of Buyer, be disapproved by Buyer, and upon the direction of the Buyer, Escrow Holder is hereby authorized and instructed to cause [or Seller shall cause] the reconveyance or partial reconveyance, as the case may be, of any such monetary exceptions 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 Escrow, Buyer shall be responsible for: (i) the cost for a CLTA Standard form policy of title insurance; (ii) all recording fees and any and all state, county, and local governmental transfer taxes, documentary or otherwise, and/or the cost of documentary stamps to be affixed to the instrument or instruments of conveyance; (iii) the cost of an extended ALTA owners title policy and associated costs; (iv) any taxes disclosed in Section 3.3; and (v) any other expenses customarily charged to Buyer in connection with similar transactions including its own attorney's fees.

3.6 **Brokerage Commissions.** Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or person, who can claim a commission or finder's fee as a procuring cause of the sale contemplated in this Agreement. If any 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.

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, including but not limited to the information attached hereto as Exhibit "B", if furnished to Buyer, is furnished solely as a courtesy; (b) 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; (c) the Property may not be used for billboards, reader boards or other types of signs for off-site advertising; and (d) no representations 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. 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. IF BUYER ELECTS TO PROCEED WITH THE PURCHASE OF THE PROPERTY, ANY OBJECTIONS WHICH BUYER MAY HAVE WITH RESPECT TO THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL MATTERS, HAZARDOUS SUBSTANCES, WASTES OR TOXIC MATERIALS THAT MAY BE LOCATED ON, UNDER OR ABOUT THE PROPERTY, WHETHER KNOWN OR UNKNOWN) SHALL BE WAIVED BY BUYER

4.5 Past Uses. BUYER EXPRESSLY ACKNOWLEDGES AND AGREES AS PART OF ITS ACCEPTANCE OF THE PROPERTY ON AN "AS-IS, WHERE-IS" BASIS THAT BUYER IS AWARE OF ALL PRIOR USES OF THE PROPERTY THAT MAY LEAD TO CONTAMINATION OF THE PROPERTY. BUYER HAS OBTAINED AND READ ALL ENVIRONMENTAL ASSESSMENTS REGARDING THE PROPERTY WHICH A REASONABLY DILIGENT BUYER WOULD HAVE OBTAINED PRIOR TO THE PURCHASE THEREOF. BUYER ASSUMES ALL RESPONSIBILITY FOR ANY CONTAMINATION THAT IS PRESENT ON THE PROPERTY DUE TO PRIOR AND/OR EXISTING USES OF THE PROPERTY.

4.6 Waivers. AS PART OF BUYER'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY "AS-IS, WHERE-IS," AND NOT AS A LIMITATION ON SUCH AGREEMENT, BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY AND IT IMPROVEMENTS. SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY. SUCH WAIVER INCLUDES, BUT IS NOT LIMITED TO, A WAIVER OF EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR USE, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF HABITABILITY, STRICT LIABILITY RIGHTS AND CLAIMS OF EVERY KIND AND TYPE, INCLUDING, BUT NOT LIMITED TO, CLAIMS REGARDING DEFECTS WHICH WERE NOT OR ARE NOT DISCOVERABLE, ANY RIGHTS AND CLAIMS RELATING OR ATTRIBUTABLE TO ENVIRONMENTAL CONDITIONS, ALL OTHER ACTUAL OR LATER CREATED OR CONCEIVED OR STRICT LIABILITY OR STRICT LIABILITY TYPE CLAIMS AND RIGHTS.

BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

BY INITIALING BELOW, BUYER HEREBY WAIVES THE PROVISIONS OF SAID SECTION 1542 IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING ACKNOWLEDGMENTS, WAIVERS AND RELEASES SET FORTH IN THIS ARTICLE 4.


Buyer's Initials

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 Buyer, and upon delivery to and execution by Seller 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.

5.1.4 To Seller's knowledge, Seller has received no written notice of any hazardous materials located on, under, or about the Property, except as disclosed to Buyer.

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

BUYER'S OBLIGATION AFTER CLOSE OF ESCROW

6.1 Local Hiring Compliance. Buyer shall comply with all provisions of City Council Resolution No. 23780 during any construction on the Property. Buyer shall make good faith efforts to employ qualified local individuals in sufficient numbers so that no less than thirty (30) percent of the workforce, measured in labor hours, is comprised of local individuals for any such construction.

6.1.1 Local Individual. "Local individual" shall mean an individual with a permanent residence within a twenty (20)-mile radius of the center of the City of Riverside.

6.1.2 Good Faith Efforts. "Good faith efforts" includes, but is not limited to: (1) Contacting and engaging local hiring halls and reputable recruitment sources, such as the American Jobs Center, to identify qualified local individuals; (2) Advertising available jobs in trade papers and newspapers of general circulation within the City of Riverside; (3) Providing ongoing assistance to local individuals in completing job application forms; (4) Conducting or participating in a job application workshop within the City of Riverside to assist the community in applying and interviewing for jobs in the contracting industry; (5) Conducting job interviews within 20 miles of the real property; and (6) Any other means of obtaining employees who are local individuals that are reasonably calculated to comply with the goals of this section.

6.1.3 Reports. No less than semi-annually, beginning upon the date of the issuance of the first building permit for construction, Buyer shall submit to the City's Community and Economic Development Department, reports showing that either the thirty (30) percent local individuals hiring goal has been met, or that Buyer has made good faith efforts to reach that goal during the period covered by the report. Reports shall include the total number of employees hired, the total number of labor hours for the Project to date, the number local individuals hired, as defined in section 6.4, the total number of labor hours completed by local individuals, the name and address of each local individual hired, and the occupation or trade of each local individual hired. All reports shall be signed by Buyer under penalty of perjury.

6.1.4 Buyer's Rights. Buyer shall have the right to determine the competency of all individuals hired, the number of employees required, the duties of such employees within their occupation, and shall have the right to reject an applicant for any reason; however, Buyer shall exercise this right in good faith and not for the purpose of avoiding the provisions of this section. Buyer shall retain records documenting reasons for rejection of local applicants and make them available for review by the City upon request.

6.1.5 Advertising. Nothing in this section shall preclude Buyer from advertising regionally or nationally for employees in addition to its local outreach efforts.

6.1.6 Term. The provisions of this section shall apply to any construction on the Property until a final certificate of occupancy has been issued by the City.

6.2 Buyer shall complete rehabilitation of the Marketplace Outdoor Display sign to include paint and replacement of the electronic display screen within twenty-four (24) months after the Close of Escrow. Failure to complete rehabilitation within the time required herein shall result in the payment of a Five Hundred Dollar (\$500.00) per diem penalty by Buyer to Seller for every day past the completion date.

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 Closing.

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; Buyer's Default.

7.3.1 **Buyer's Default Prior to Close of Escrow.** If Buyer is deemed to be in default with its obligations hereunder, prior to Close of Escrow, the Seller shall be entitled to termination of this Agreement and shall be entitled to retain the Deposit as liquidated damages as set forth in Section 7.5 below.

7.3.2 **Buyer's Default After Close of Escrow.** If Buyer is deemed to be in default with its obligations hereunder, after Close of Escrow, the Seller shall be entitled to the following alternative remedies, at the Seller's discretion:

(a) **Liquidated Damages.** In the event Buyer fails to commence, diligently proceed with, or complete construction of the project as required by Section 6.2 hereof, the Buyer shall pay liquidated damages to the Seller for each day of delay as provided in Section 6.1 hereof until such default has been cured or until title to the Property has been reconveyed to the Seller in accordance with Section 7.3.2(b) below.

(b) **Power of Termination.** In the event Buyer: (a) has not commenced construction as provided in Section 6.2 hereof; (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; or (c) abandons or substantially suspends construction of the Project as required by this Agreement for a period of thirty (30) days after written notice thereof from the Seller, subject to force majeure delays as described in the Agreement, then the Grant Deed conveying the Property to the Buyer shall be automatically terminated and title to the Property shall revert to the City of Riverside upon written notice from Seller to

Buyer and the City of Riverside's delivery to Buyer of the original Purchase Price paid by the Buyer for the Property at the time of Close of Escrow as evidenced in a final escrow closing statement, less any amounts required to place the Property into compliance with the Riverside Municipal Code (if applicable) (the "Power of Termination"). Such Power of Termination shall be subject to and be limited by and shall not defeat, render invalid or limit: (i) any mortgage or deed of trust or other security interest permitted by this Agreement; or (ii) any rights or interests provided in this Agreement for the protection of the holders of such mortgages or deeds of trust or other security interests. Upon completion of the construction of the project as provided in Section 6.2 hereof, the City of Riverside's Power of Termination shall terminate. This Power of Termination shall be in the Covenant and Agreement and Declaration of Restrictions.

(c) The rights established in this Section 7.3.2 are not intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy authorized herein or now or hereafter existing at law or in equity. These rights are to be interpreted in light of the fact that: (i) the Seller will have conveyed the Property or portion thereof to the Buyer for redevelopment purposes, particularly for the development of the project, and not for speculation in land; and (ii) failure of the Buyer to complete the project once development of the Project has been commenced will cause extreme harm and damage to the Seller and the businesses and residents of the City of Riverside by creating a blighted property in place of the proposed project.

7.4 Waiver of Right to Specific Performance. 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 hereby waives its right to receive any equitable relief, including without limitation the right to record a lis pendens against the Property under applicable law or to pursue the specific performance of this Agreement.

7.5 Local Hiring/Skilled and Trained Workforce Program Liquidated Damages. Failure of Buyer to comply with the provisions of section 6.1 (Local Hiring Compliance) will result in damages being sustained by Seller. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each semi-annual report that Buyer fails to comply with section 6.1, Buyer shall pay to Seller, the sum of Twenty-Five Thousand Dollars (\$25,000) for each violation of 6.1. Execution of this Agreement shall constitute agreement by Seller and Buyer that said sum is the minimum value of the costs and actual damage caused by the failure of Buyer to comply. Such sum is liquidated damages and shall not be construed as a penalty and will be owed to the Seller upon Seller's notice to Buyer.


Avila Na

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"). Buyer must comply with CEQA prior to development of the Property.

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
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If to Buyer:	Charles and Naomi Avila 6951 Royal Hunt Ridge Drive Riverside, CA 92506
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Any notice in accordance herewith shall be deemed received when delivery is received or refused, as the case may be. Additionally, notices may be given by telephone facsimile transmission, provided that an original of said transmission shall be delivered to the addressee by a nationally recognized overnight delivery service on the business day following such transmission. Telephone facsimiles shall be deemed delivered on the date of such transmission.

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 **Ratification.** This Agreement may be subject to the approval and ratification by the City of Riverside. In the event the City fails to approve this Agreement, there shall be no liability on the part of the Seller and this Agreement shall become null and void and of no further force and effect.

8.18 **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.

8.19 **Attorneys' Fees.** Should any action or proceeding be commenced to enforce the provisions provided in this Lease, each party shall bear their own attorneys' fees and costs at all times.

8.20 **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

8.21 **Days.** Unless as otherwise stated herein, "days" shall mean calendar days.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

THE CITY OF RIVERSIDE

CHARLES AVILA

By _____
City Manager


Charles Avila (Aug 12, 2026 14:54:46 PDT)

NAOMI AVILA

ATTEST:

Naomi Avila
Naomi Avila (Aug 12, 2026 15:22:40 PDT)

By: _____
City Clerk

APPROVED AS TO FORM:

By: Susan Wilson
Susan Wilson (Aug 12, 2026 16:15:34 PDT)
Assistant City Attorney

EXHIBIT “A”

LEGAL DESCRIPTION AND PLAT

EXHIBIT "A"
LEGAL DESCRIPTION

Project: Market Place Sign
Por. APN 213-211-008
Address: 3575 Vine Street

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

Parcel 13 of Parcel Map No. 26301, as shown by map on file in Book 176, Pages 72 through 81 of Parcel Maps, Records of Riverside County, California;

EXCEPTING THEREFROM that portion described as Parcel No. 18323-1 in Final Order of Condemnation recorded April 28, 2004, as Instrument No. 2004-0311036 of Official Records of said Riverside County;

ALSO EXCEPTING THEREFROM that portion lying Southwesterly of a line parallel with and distant 315.00 feet Northeasterly of the Southwesterly line of said Lot 13, as measured along the Southeast line of said Lot 13.

ALSO EXCEPTING THEREFROM all minerals and all mineral rights of every kind and character not known to exist or hereafter discovered, including without limiting the generality of the foregoing, oil and gas rights thereto, together with the sole, exclusive and perpetual rights to explore for, remove and dispose of said minerals by any means of methods suitable to the grantor, its successors and assigns, both without entering upon or using the surface of the lands hereby conveyed, and in such a manner as to not damage the surface of said lands or to interfere with the use thereof by the grantee, as reserved in deeds recorded September 8, 1961, as Instrument Nos. 77021 and 77022, both of Official Records of said Riverside County.

Area – 1,756 S.F. more or less



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

DBW

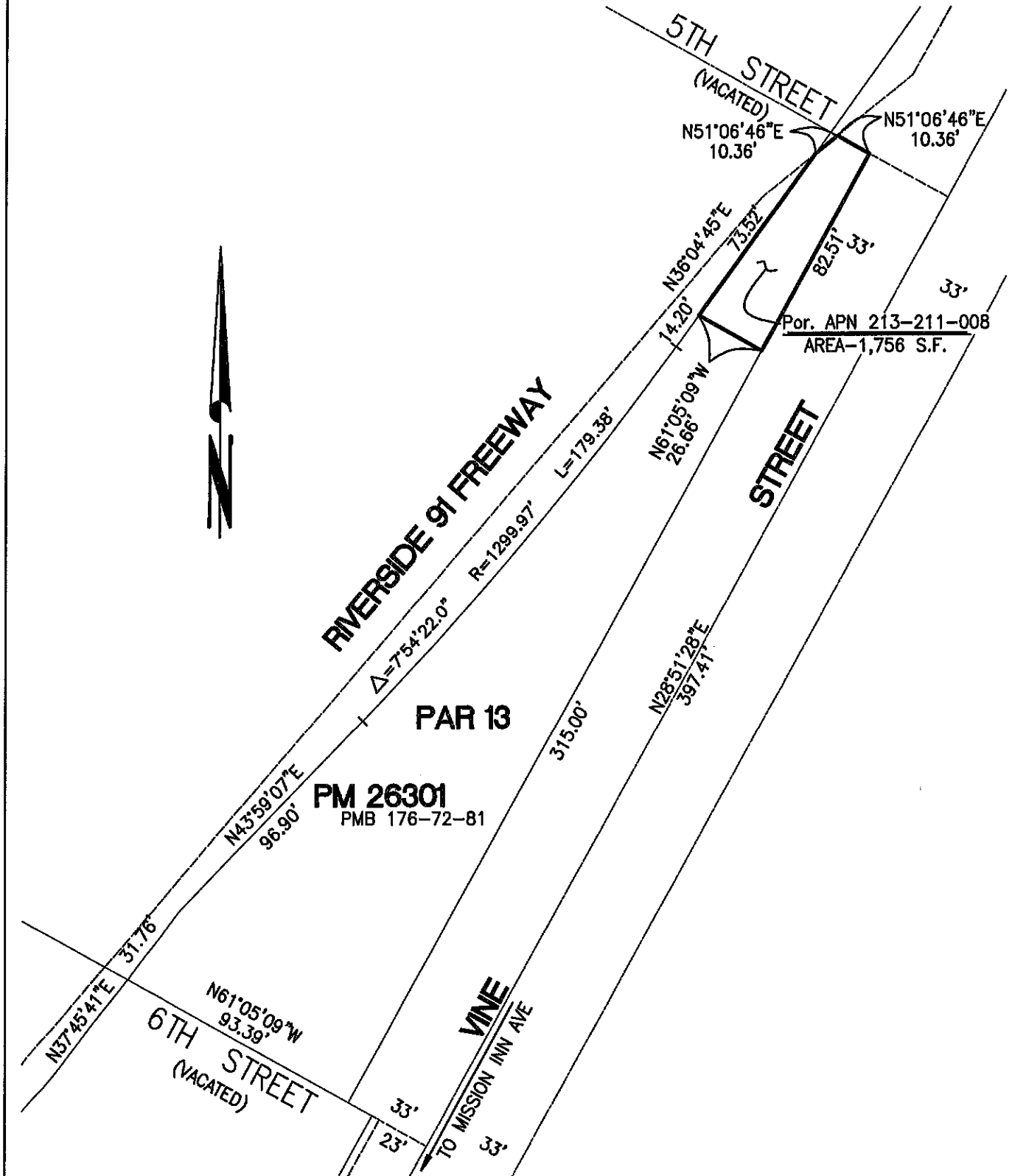
8/29/25

Prep. cs/dbw

Douglas B. Webber, L.S. 9477

Date

EXHIBIT



• 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 1

SCALE: 1" = 50'

DRAWN BY: dbw DATE: 8/29/25

SUBJECT: Market Place Sign Parcel-Por. APN 213-211-008

EXHIBIT “B”

OUTDOOR ADVERTISING PRELIMINARY APPLICATION NUMBER P08-3560

AUGUST 19, 2025 CITY OF RIVERSIDE LETTER

**SEPTEMBER 10, 2025 CALIFORNIA DEPARTMENT OF TRANSPORTATION
LETTER**

**NOVEMBER 13, 2025 CALIFORNIA DEPARTMENT OF TRANSPORTATION
LETTER**

OUTDOOR ADVERTISING (ODA) DISPLAY PERMIT APPLICATION

DOT ODA-0002 (REV 01/2024)

Page 1 of 2

PERSONAL INFORMATION NOTICE		DO NOT WRITE IN SHADED AREAS				
This form requests personal information. Disclosure of this information is voluntary. The principal purpose of the request for personal information is to facilitate processing this form. Failure to provide all or any part of the requested information may delay processing of this form. The California Department of Transportation is committed to the privacy of your personal information. Our policies regarding personal information collected and managed by our department are governed by law, including the Information Practices Act of 1977 (Civil Code Section 1798 and following).		DISTRICT	COUNTY	ROUTE	POST MILE	PERMIT NUMBER
		ROAD / STREET / ADDRESS				
		CSR NUMBER		APPLICATION NUMBER		
		PERMIT ISSUE DATE		PERMIT EXPIRATION DATE		

PLEASE COMPLETE ALL SECTIONS WITH CORRECT INFORMATION AND REMIT THE APPLICABLE PERMIT FEES, TO AVOID DELAYS IN PROCESSING THE PERMIT APPLICATION AND ISSUANCE OF PERMIT DETERMINATION. SEE ODA WEBPAGE FOR ADDITIONAL INFORMATION AND RESOURCES: www.dot.ca.gov/programs/traffic-operations/oda

SECTION 1 - DISPLAY TYPE

☐ STATIC DISPLAY ☒ ELECTRONIC MESSAGE CENTER DISPLAY DIRECTIONAL DISPLAY (No fees Required)

☐ PUBLIC ☐ PRIVATE

SECTION 2 - PROPERTY

PROPERTY OWNER (Person in control of property upon which display is situated)		ASSESSOR'S PARCEL NO.	ZONING
City of Riverside		213-21-008	Commercial
STREET ADDRESS / P.O. BOX	CITY	STATE	ZIP CODE
3900 Main Street	Riverside	CA	92522
		BUSINESS PHONE NO.	
		951-826-5665	

SECTION 3 - DISPLAY LOCATION INFORMATION

COUNTY NAME	CITY NAME (If incorporated)	ON THE <u>E</u> SIDE OF STATE ROUTE NUMBER <u>91</u>
Riverside	Riverside	
DISTANCE DIRECTION	NAME OF NEAREST CROSSROAD, OVER/UNDERPASS	IMPRINT GPS COORDINATES (if known)
FEET: <u>600</u>	Mission Inn Avenue	Decimal format Latitude: <u>33° 58' 56.1" N</u>
MILES: <u> </u> N		preferred Longitude: <u>- 117° 22' 2.0" W</u>
IDENTIFY A BUSINESS ACTIVITY BY NAME WITHIN 1,000 FEET OF THE DISPLAY LOCATION		STREET ADDRESS OF THE BUSINESS ACTIVITY
Avila's Historic 1929		3252 Mission Inn Avenue

SECTION 4 - DISPLAY CONFIGURATION

NOTE: V-Shaped structures are separate displays and require separate applications.

COPY: ☐ ONE SIDE ☒ BOTH SIDES ☐ 1/2 OF A V-SHAPED DISPLAY ☐ WALL ☐ OTHER

DISPLAY SIZE:	HEIGHT ≤ 25 FT: <u>21'4"</u>	LENGTH ≤ 60 FT: <u>24'</u>	DISTANCE FROM BOTTOM OF DISPLAY TO GROUND (in FT): <u>60'</u>
---------------	------------------------------	----------------------------	---

UPRIGHTS NUMBER: _____ UPRIGHTS SIZE² (in inches): _____ MATERIAL: ☒ METAL ☐ WOOD ☐ OTHERILLUMINATION? ☒ YES ☐ NO INDICATE FACING(S): N/S¹ Panel size not to exceed 1,200 sq ft ² Size = diameter of column

SECTION 5 - REQUIRED DOCUMENTS

Applications submitted without ALL of the following documents will be returned:

- Check All Included
- ☐ Building Permit (City or County written permission) **
 - ☐ Evidence of Property Owner's Consent **
 - ☐ Detailed plot map of the proposed display location
 - ☒ Assessor's Parcel Map
 - ☒ Assessor's Property Ownership Information

** (NOTE: Not required if submitting a preliminary determination)

- Check One
- ☐ An imprint* is placed at the location
 - ☐ An imprint* will be placed by: _____ (Date)
 - ☐ Display is in place (upgrade)

* NOTE: An imprint is a flag, or some type of marker, at the exact location of the desired display.

EXHIBIT "B"

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

OUTDOOR ADVERTISING (ODA) DISPLAY PERMIT APPLICATION

DOT ODA-0002 (REV 01/2024)

Page 2 of 2

SECTION 6 - FEES (NO CASH ACCEPTED, PAYMENTS CANNOT BE ACCEPTED BY EMAIL)

PRELIMINARY DETERMINATION FEES (non-refundable)..... ☒ \$200
(If approved, \$100 will be applied towards the application fee per BPC Section 5486)

PERMIT APPLICATION FEES (non-refundable)..... ☐ \$300
(If applying \$100 credit within 1 year of approved Preliminary Determination)..... ☐ \$200

PERMIT FEES The Department operates on a 5-year billing cycle: 2024-2028.

Companies with 9 or less permitted displays (See table to select current year permit submitted)

Companies with 10 or more permitted displays may pay on an annual basis..... ☐ \$100

PENALTY FEES (required if display was placed prior to obtaining permit)..... ☐ \$100

5-YEAR BILLING CYCLE PERMIT FEES BY YEAR

☐ 2024.....	\$500
☐ 2025.....	\$400
☐ 2026.....	\$300
☐ 2027.....	\$200
☐ 2028.....	\$100

METHOD OF PAYMENT: ☒ CREDIT CARD * ☐ CHECK NUMBER: ** TOTAL FEES PAID: \$

* An ODA representative will contact you upon receiving and processing the application, to process payment by credit card. Do not enter credit card number on the application. Payment by credit card is recommended for efficient processing of the permit application and to avoid delays.

** Make checks payable to "DEPARTMENT OF TRANSPORTATION". Checks will have to be mailed physically to the mailing address provided below. Please include License No. and reference display location in memo line of the check.

SECTION 7 - APPLICANT

PERMIT APPLICANT (Please print or type name of firm or individual desiring permit)		CALTRANS ODA LICENSED?		LICENSE NUMBER	
City of Riverside, Community and Economic Development Department		☐ YES ☒ NO			
STREET ADDRESS (CANNOT be a Post Office Box)		CITY		STATE	
3900 Main Street		Riverside		CA	
MAILING ADDRESS, IF DIFFERENT (Street Address or P.O. Box)		CITY		STATE	
same				ZIP CODE	
				92522	
				ZIP CODE	

SECTION 8 - SIGNATURE

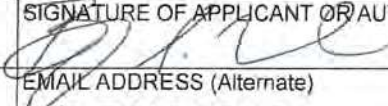
I hereby certify under penalty of perjury under the laws of the State of California that the information in this application and any document submitted with or in support of this application are true and correct to the best of my knowledge and belief, and that copies of any documents submitted with or in support of this application are true and correct copies of unaltered original documents. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a crime and subjected to fine or imprisonment, or both fine and imprisonment. (Penal Code Section 72).

Each of the persons purporting to sign this application on behalf of the applicant and/or on behalf of the applicant's authorized agent represents and warrants such person has full and complete legal authority to execute this application and to thereby bind applicant to the terms and conditions herein and to the terms and/or conditions of the permit.

If an electronic signature is used, each of the persons electronically signing this application understands and agrees that such person intends to electronically sign and is electronically signing the application, and that such electronic signature has the same legally binding force and effect as a handwritten signature.

Applicant understands and agrees this application may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this application and/or its counterparts may be reproduced and/or exchanged by copy machine, mailing, facsimile, or electronic means (such as e-mail), and such copies shall be deemed to be effective as originals.

The applicant hereby agrees to place and maintain the advertising display described above in accordance with the provisions of the Outdoor Advertising Act, State Regulations, and local zoning ordinances. The applicant certifies that the statements made in this application are true, and understands that an incorrect statement of fact may be grounds for permit denial or for permit revocation.

NAME (Please print)	SIGNATURE OF APPLICANT OR AUTHORIZED AGENT	DATE
Benjamin Morales		6.12.25
EMAIL ADDRESS	EMAIL ADDRESS (Alternate)	BUSINESS PHONE NO.
bmorales@riversideca.gov	jandresen@riversideca.gov	951-826-5665

COMPLETED AND SIGNED APPLICATION CAN BE SUBMITTED BY:

- EMAIL TO: ODA@DOT.CA.GOV
or
- MAIL TO: DEPARTMENT OF TRANSPORTATION, Division of Traffic Operations, Office of ODA MS-36, P.O. Box 942874, Sacramento, CA 94274

For additional help or questions, contact the ODA program by e-mail at ODA@dot.ca.gov or by telephone at (916) 654-6473



Community & Economic Development Department

City of Arts & Innovation

August 19, 2025

FedEx Tracking # _____

Principal Landscape Architect
Department of Transportation
Division of Design
c/o Landscape Architecture Program
1120 N Street, MS #28
Sacramento, CA 95814

Dear Ken Murray,

The City of Riverside is requesting the declassification of the landscaped freeway designation on Route 91 at post mile 20.671 to post mile 20.711, in the City of Riverside, Riverside County (Exhibit A).

The requested declassification segment does not meet the definition of Landscaped Freeway as it has not been improved by the planting of lawns, trees, shrubs, flowers, or other ornamental vegetation that requires reasonable maintenance. Additionally, the requested segments have no planting on either side of the freeway and does not meet the landscaped freeway minimum length required. (BPC) Section 5216, (CCR) Section 2508 (a).

The Westbound side of the segment (Exhibit B) contains sections of hardscaping as well as dead brush and overgrown weeds. There are no visible signs of irrigation, landscape maintenance, nor planting of any kind.

The Eastbound side of the segment (Exhibit C) is only hardscape and concrete; there are no plantings in this segment.

Sincerely,

Jessica Andresen, RWA
Real Property Agent
3900 Main Street 2nd Floor Riverside, CA 92522
Email: Jandresen@riversideca.gov
Office: (951) 826-5938 | Cell: (951) 333-8828

Postmile Marker Segment Identification

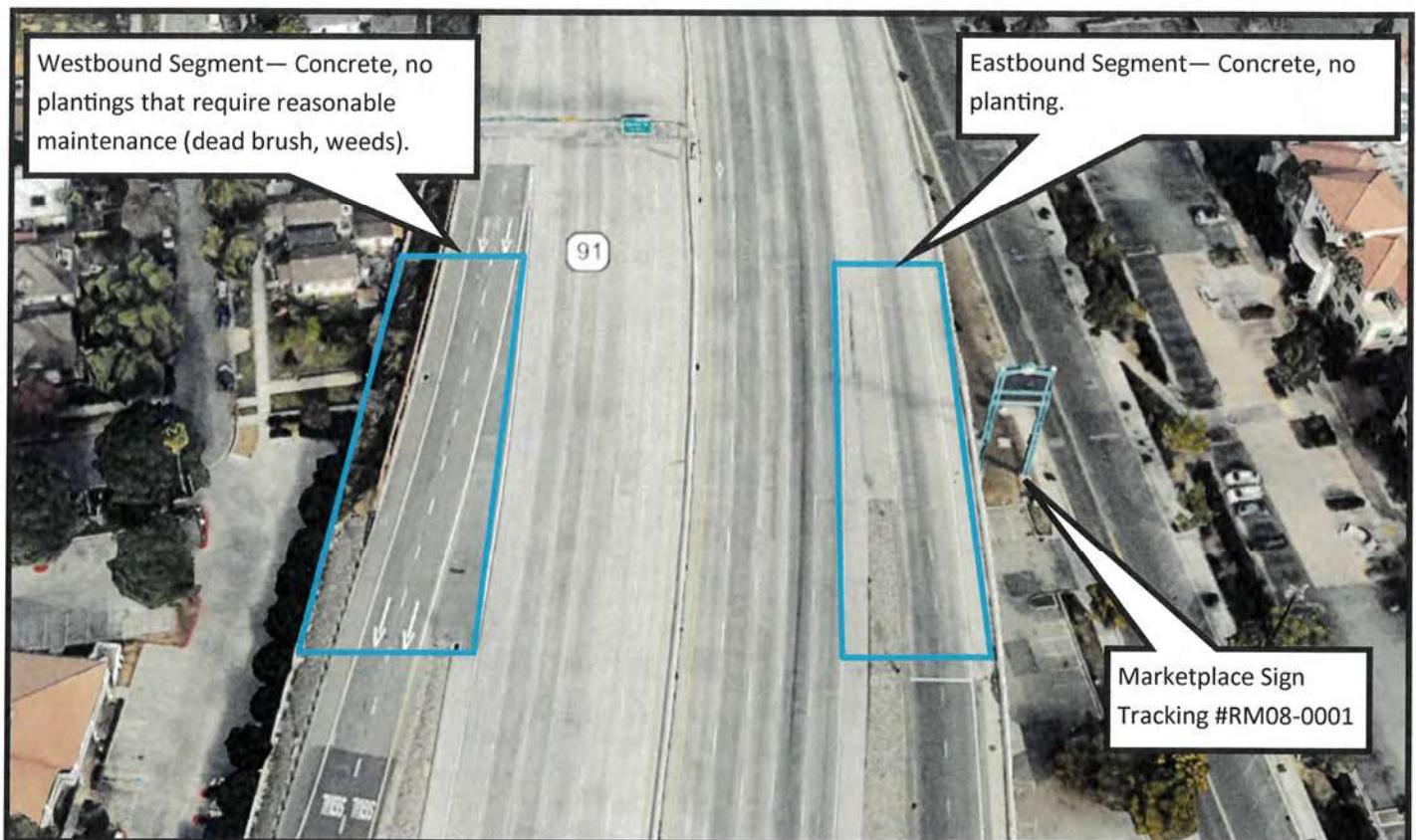
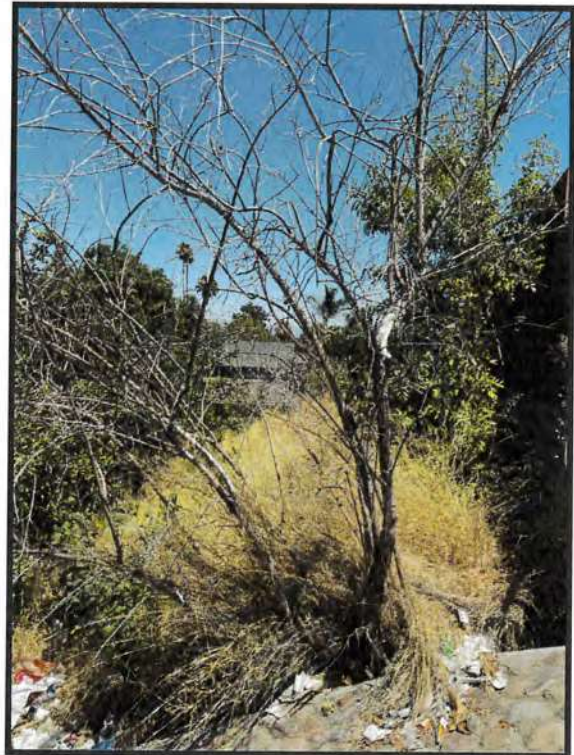


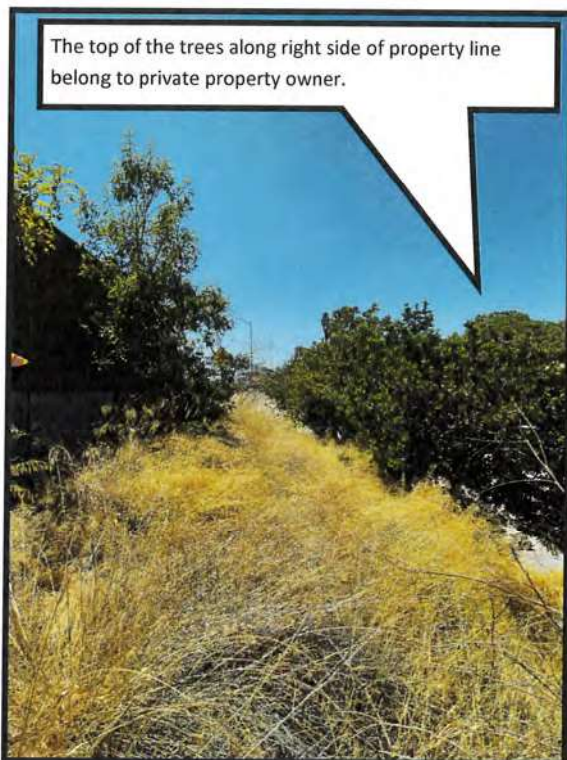
Exhibit "B"
Westbound Segment



Segment containing hardscaping.



Dead brush, debris, and overgrown weeds.



Viewpoint from approx. Postmile 20.711 looking south.



Viewpoint from approx. Postmile 20.69 looking north.

EXHIBIT "B"

Exhibit "C"

Eastbound Segment



California Department of Transportation

DIVISION OF TRAFFIC OPERATIONS
 P.O. BOX 942873, MS-36 | SACRAMENTO, CA 94273-0001
 (916) 654-6473 | TTY 711
www.dot.ca.gov/programs/traffic-operations/oda



September 10, 2025

MARY JOY SCAFIDI
 City Of Riverside - Redevelopment Dept.
 3900 Main Street
 Riverside, CA 92522

Re: Outdoor Advertising Preliminary Application Number P08-3560

Dear MARY JOY SCAFIDI:

Thank you for your outdoor advertising preliminary review application for an outdoor advertising display comprised of a back to back display to be placed in the County of Riverside, adjacent to State Route 91, at Post Mile marker 20.692R, and 730 feet north of Mission Inn Avenue. A true and correct copy of your application is attached hereto for your reference. Unfortunately, the display location does not conform to the requirements of the Outdoor Advertising Act codified at California Business and Professions Code section 5200 et seq.; therefore, the application cannot be approved for the following reason(s):

- Under the provisions of Section 5440 of the Outdoor Advertising Act, new displays may not be installed on property adjacent to a section of freeway which has been landscaped if the advertising is designed to be viewed primarily by persons traveling on the main-traveled way of the landscaped freeway. The subject location at post mile 20.692R on State Route 91 is adjacent to a portion that has been designated as landscaped. Please refer to the most recent list of Classified "Landscaped Freeways," a copy of which has been enclosed for your convenience. The list is continuously updated and is available at the link on-line at: <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-b-classified-landscaped-freeways/modified-clf-master-list>

Pursuant to section 2512 of Title 4 of the California Code of Regulations, a person may make a written request to the Chief Landscape Architect to declassify a freeway or section of freeway classified as a landscaped freeway. A true and correct copy of 4 CCR 2512 is enclosed for your convenience. The mailing address for the Chief Landscape Architect, who is independent from the Outdoor Advertising Program, is:

Department of Transportation
 Landscape Architecture Program
 1120 N Street, MS 28
 Sacramento, CA 95814

Therefore, your preliminary review application is denied. The preliminary determination

Page 2

application process is designed to provide applicants with the Department's preliminary determination as to whether a particular site would qualify for a permit if a permit application were submitted; it is not intended to substitute for the permit application process, which provides an actual decision on an actual outdoor advertising permit application. A preliminary determination is non-binding-it neither compels nor denies any further action- and thus, it does not qualify for any legal remedy such as an appeal process.

If you have any questions, please contact our office at (916) 654-6473.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Anzo', with a stylized flourish at the end.

GEORGE ANZO
Area Manager

Enc.:

Outdoor Advertising Permit Applications and:

- Most recent list of Classified "Landscaped Freeways" from
<https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-b-classified-landscaped-freeways/modified-clf-master-list>

California Department of Transportation

LANDSCAPE ARCHITECTURE PROGRAM
1120 N STREET, MS-28 | SACRAMENTO, CA 95814
(916) 654-6200 | FAX (916) 653-1905 TTY 711
www.dot.ca.gov



November 13, 2025

Jessica Andresen
City of Riverside
3900 Main Street, 2nd Floor
Riverside, CA 92522

To Jessica Andresen:

This correspondence is in response to your letter received August 26, 2025, requesting the declassification of the Landscaped Freeway designation in Riverside County, in the City of Riverside, on Route 91 freeway from post mile 20.671 to post mile 20.711.

A field review site inspection was conducted by a Caltrans licensed Landscape Architect to confirm whether site conditions meet the criteria for "landscaped freeway" in the *Outdoor Advertising Act, Business and Professions Code, Article 8. Landscaped Freeways [5400-5443.5]* and *Assembly Bill No. 3168*. The inspection confirmed that the section referenced above qualifies for declassification due to not meeting the landscaped freeway minimum segment length of 1,000 feet of ornamental planting.

Your Landscaped Freeway declassification request for Riverside County in the City of Riverside, on Route 91 freeway from post mile 20.671 to post mile 20.711 is approved.

If you should have any questions, please contact Jennifer Howard, Classified Landscaped Freeway Coordinator at HQ_LAP@dot.ca.gov.

Sincerely,

Kenneth Murray

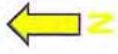
KEN MURRAY
Deputy Division Chief, Design
Landscape Architecture Program

Attachment: Riv-91-PM 20.671-20.711_Highway Planting Gap Analysis.pdf

c: Joy Tite, Office Chief, Landscape Architecture Support & Planning, Division of Design

Reviewed by: *JT*

EXHIBIT "B"



No planting in
request limits

Declassification Request Evaluation Report

Requested by: Jessica Andresen

Company Name: City of Riverside

Requested date: 8/26/2025

Prepared by: Colin Briggs

Date Report Prepared: 10/19/2025



Caltrans District: 08

County: Riv

Route: 91

Begin PM: 20.671

End PM: 20.711

Highway Planting Gap Analysis

NOT TO SCALE

EXHIBIT C

COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS

[Inserted behind this page]

WHEN RECORDED MAIL TO:

City Clerk
City of Riverside
City Hall, 3900 Main Street
Riverside, CA 92522

Project: Marketplace Outdoor Display sign,
Vine Street, Riverside, California, bearing
Riverside County Assessor Parcel No. 213-
211-008

For Recorder's Office Use Only

COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS

(Right of Reverter in Favor of City of Riverside)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this _____ day of _____, _____, by the CITY OF RIVERSIDE, a California charter city and municipal corporation ("Seller") and CHARLES AND NAOMI AVILA ("Buyer") reference to the following facts.

RECITALS

A. Seller owns that certain real property and improvements comprised of approximately 1,756 square feet of land on which the Marketplace Outdoor Display sign is installed and located on Vine Street, Riverside, California, bearing Riverside County Assessor Parcel No. 213-211-008 ("Property"), more particularly described in Exhibit "A," Legal Description and depicted in Exhibit "B," Plat Map, attached hereto and incorporated herein by this reference.

B. The Seller and Buyer entered into that certain Purchase, Sale, and Development Agreement dated for identification purposes only as of _____, 2026 (the "**Agreement**"), which is incorporated herein by this reference and a copy of which is on file as public record of the City at its offices located at 3900 Main Street, Riverside, CA 92522. As a condition of the sale of the Property by the Seller to Buyer, Buyer is required to execute and record a covenant and agreement against the Property regarding a right of reverter to the City of Riverside for a default under the terms of the Agreement ("Covenant"). The Covenant shall provide that if Buyer fails to timely commenced construction, 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, or abandons or substantially suspends construction of the Project as required by the Agreement for a period of thirty (30) days after written notice thereof from the Seller, subject to force majeure delays as described in the Agreement, then the grant deed conveying the Property to the Buyer shall be automatically terminated and title to the Property shall revert to the City of Riverside upon

written notice from Seller to Buyer and the City of Riverside's delivery to Buyer of the original Purchase Price paid by the Buyer for the Property at the time of Close of Escrow as evidenced in a final escrow closing statement, less any amounts required to place the Property into compliance with the Riverside Municipal Code (if applicable).

C. Buyer hereby offers and agrees to record such Covenant to put future owners, lessees, successors and assigns on notice of said restriction.

NOW, THEREFORE, incorporating the above recitals and for the purposes of complying with the condition of approval and putting future owners, lessees, successors and assigns on notice, Seller and Buyer hereby covenant and agree to the following covenants, conditions, and restrictions.

1. If In the event Buyer: (a) has not commenced construction as provided in Section 6.2 of the Agreement 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, and/or (c) abandons or substantially suspends construction of the project as required by the Agreement for a period of thirty (30) days after written notice thereof from the Seller, subject to force majeure delays as described in the Agreement, then the Grant Deed conveying the Property to the Buyer shall be automatically terminated and title to the Property shall revert to the City of Riverside upon written notice from Seller to Buyer and the City of Riverside's delivery to Buyer of the original Purchase Price paid by the Buyer for the Property at the time of Close of Escrow as evidenced in a final escrow closing statement, less any amounts required to place the Property into compliance with the Riverside Municipal Code (if applicable) (the "Power of Termination"). Such Power of Termination shall be subject to and be limited by and shall not defeat, render invalid or limit: (i) any mortgage or deed of trust or other security interest permitted by this Agreement; or (ii) any rights or interests provided in this Agreement for the protection of the holders of such mortgages or deeds of trust or other security interests. Upon construction as provided in Section 6.2 of the Agreement, the City of Riverside's Power of Termination shall terminate. This Power of Termination shall be included in the Grant Deed from Seller to Buyer.

2. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, and its successors and assigns. Should the City of Riverside bring an action to enforce the terms of this Covenant and Agreement and Declaration of Restrictions, each party shall bear their own attorney's fees.

3. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon the Declarant, its heirs, successors and assigns, and shall continue in effect until such time as released the Community Development Director of the City of Riverside, California, by a writing duly recorded.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, Seller and Buyer have caused this Covenant and Agreement and Declaration of Restrictions to be executed as of the day and year first written above.

THE CITY OF RIVERSIDE

CHARLES AVILA

By _____
City Manager

NAOMI AVILA

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

**EXHIBIT “A”
LEGAL DESCRIPTION**

(Inserted behind this page)

EXHIBIT "A"
LEGAL DESCRIPTION

Project: Market Place Sign
Por. APN 213-211-008
Address: 3575 Vine Street

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

Parcel 13 of Parcel Map No. 26301, as shown by map on file in Book 176, Pages 72 through 81 of Parcel Maps, Records of Riverside County, California;

EXCEPTING THEREFROM that portion described as Parcel No. 18323-1 in Final Order of Condemnation recorded April 28, 2004, as Instrument No. 2004-0311036 of Official Records of said Riverside County;

ALSO EXCEPTING THEREFROM that portion lying Southwesterly of a line parallel with and distant 315.00 feet Northeasterly of the Southwesterly line of said Lot 13, as measured along the Southeast line of said Lot 13.

ALSO EXCEPTING THEREFROM all minerals and all mineral rights of every kind and character not known to exist or hereafter discovered, including without limiting the generality of the foregoing, oil and gas rights thereto, together with the sole, exclusive and perpetual rights to explore for, remove and dispose of said minerals by any means of methods suitable to the grantor, its successors and assigns, both without entering upon or using the surface of the lands hereby conveyed, and in such a manner as to not damage the surface of said lands or to interfere with the use thereof by the grantee, as reserved in deeds recorded September 8, 1961, as Instrument Nos. 77021 and 77022, both of Official Records of said Riverside County.

Area – 1,756 S.F. more or less



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

DBW

8/29/25

Prep. cs/dbw

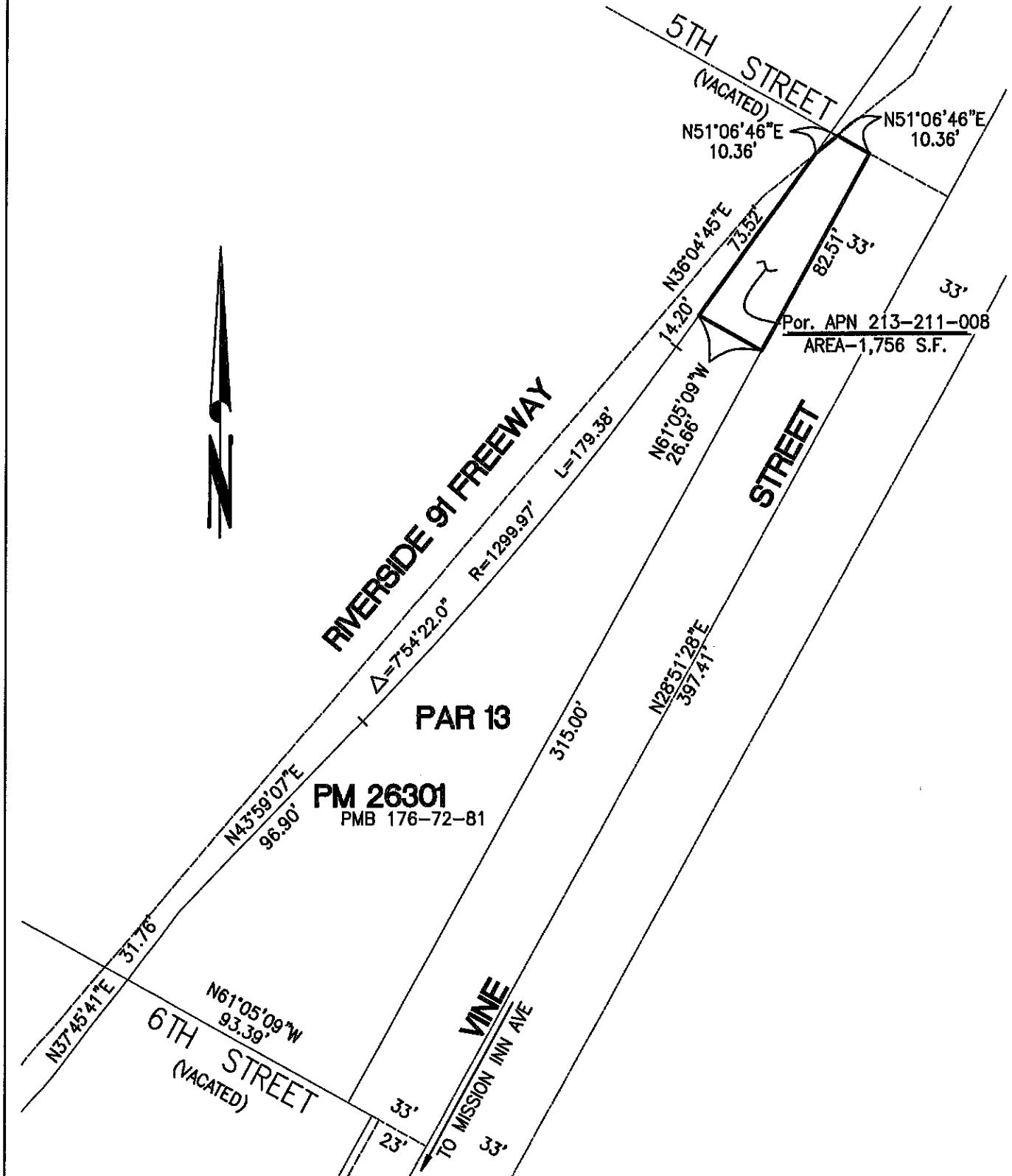
Douglas B. Webber, L.S. 9477

Date

**EXHIBIT “B”
PLAT MAP**

(Inserted behind this page)

EXHIBIT



• 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 1

SCALE: 1' = 50'

DRAWN BY: dbw DATE: 8/29/25

SUBJECT: Market Place Sign Parcel-Por. APN 213-211-008

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.

[illegible]

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

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

WITNESS my hand and official seal.

Notary Signature