

PURCHASE AND SALE AGREEMENT

FEDERAL AID PROJECT NO. CML-5058 (081)

Riverside County Transportation Commission

This Purchase and Sale Agreement ("Agreement") is entered into this _____ day of _____, 2025, ("Effective Date"), by and between the **CITY OF RIVERSIDE**, a California charter city and municipal corporation ("Buyer") and **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**, a county transportation commission ("Seller"). In consideration of the mutual covenants and agreements, the parties agree to the following terms and conditions:

ARTICLE I AGREEMENT OF SALE

1.1 **Buyer's Status.** Buyer is a public entity with the power to acquire real and personal property for public uses and purposes. Buyer is engaged in property acquisition that shall be deemed to be for a public use and project for purposes of this Agreement. Said project is referred to herein as the Third Street Grade Separation Project.

1.2 **Property.** Seller owns certain real property located on the Westside of Commerce Street, South of 3rd Street, Riverside, California, 92507, bearing Assessor Parcel Nos. 211-021-028, 211-022-031, 213-212-018, 213-252-015 ("Land"), more particularly described in the legal description attached hereto and marked as Exhibit "A" and depicted in the plats attached hereto and marked as Exhibit "B", all incorporated herein by reference (the "Property") and incorporated herein by reference.

1.3 **Agreement of Purchase and Sale.** Buyer desires to purchase permanent easements and temporary easements over a portion of the Land and Seller desires to sell and convey such easements to Buyer, as further described below. It is understood and agreed that the amount payable in Section 2.1 of this Agreement includes compensation in full for the actual possession and use of:

- (a) Fee Simple over 59,724 square feet of the Land
- (b) Fee Simple over 3,018 square feet of the Land
- (c) A Storm Drain Facilities Easement over 654 square feet of the Land
- (d) A Sanitary Sewer Easement over 135 square feet of the Land
- (e) A Non-exclusive Access Easement over 19,674 square feet of the Land

All of the items referred to in Subsections (a), (b), (c), (d) and (e) above are collectively referred to as the "**Property**."

1.4 **Construction Contract Work.** Buyer desires to complete certain construction located within the permanent easement areas identified above as the Property and as further described in the Private Property Improvements List attached

hereto as Exhibit "C" and incorporated herein by reference, hereinafter referred to as "Construction Contract Work." The project contractor shall perform the Construction Contract Work, in a manner that does not unreasonably interfere with Seller's ongoing or planned development, construction, or use of the Commerce Street Vacation Parcel 3 (as described in Section 1.5).

1.5 Commerce Street Vacation. On or about February 28, 2025, Buyer adopted Resolution 24218 for the vacation of a portion of Commerce Street. Buyer has agreed to grant to Seller a 52,535 square foot portion of the vacated Commerce Street, as more particularly described and depicted in the legal description and plat map attached hereto and marked as Exhibit "I" and entitled "Commerce Street Vacation Parcel 3, " upon recordation and acceptance of improvements constituting the Third Street Grade Separation Project by Buyer, subject to the following conditions:

(a) Recordation and Delivery of Grant Deed. Buyer shall cause the final resolution vacating the Commerce Street Vacation Parcel 3 to be duly recorded and shall, concurrently therewith or as soon as reasonably practicable thereafter, deliver to Seller a grant deed conveying fee title to the Commerce Street Vacation Parcel 3, free and clear of all liens, encumbrances, and other exceptions to title except for any permitted exceptions subject to Seller's sole discretion. The grant deed shall be in form and substance reasonably acceptable to Seller and suitable for recordation.

(b) No Additional Conditions or Encumbrances. Buyer shall not impose any easements, restrictions, or conditions on the Commerce Street Vacation Parcel 3 that would impair Seller's intended use, access, or development of the property, except as (i) previously disclosed and accepted in writing by Seller, or (ii) required by law. Buyer shall not reserve any right of entry or use over the Commerce Street Vacation Parcel 3 unless expressly approved by Seller.

(c) Condition of Title. Buyer shall convey title to the Commerce Street Vacation Parcel 3 to Seller as evidenced by a CLTA or ALTA Form Policy or Binder of Title Insurance ("Vacation Parcel Title Policy") in an amount equal to the \$789,000. The Vacation Parcel Title Policy shall show title to the Commerce Street Vacation Parcel 3 vested in the Buyer free and clear of all liens, encumbrances, easements, assessment, taxes, and leases (recorded and/or unrecorded). Any exceptions to title representing monetary liens or encumbrances are hereby disapproved by Seller and Escrow Holder is hereby authorized and instructed to cause the reconveyance of any such monetary exceptions at or prior to the Close of Escrow. If a supplemental report is issued prior to the Close of Escrow which shows new matters, Seller reserves the right to require any new matters removed from the Title Policy. Buyer (without incurring any expense) agrees to assist with the removal of the new matters.

(d) Timing and Cooperation. Buyer shall take all steps necessary to effectuate the vacation and transfer of the Commerce Street Vacation Parcel 3 to Seller, including but not limited to acceptance of the completed public improvements associated with the Third Street Grade Separation Project, provided that such improvements have

been completed in accordance with applicable standards. Buyer shall not unreasonably delay or withhold acceptance. The Parties shall cooperate in good faith to complete any documentation required to finalize the transfer, and Buyer shall use diligent efforts to complete all required actions within a commercially reasonable time but no later than Close of Escrow.

1.6 Non-Exclusive Access Easement. As part of the Third Street Grade Separation Project, a non-exclusive access easement is necessary for Burlington Northern Santa Fe Railroad ("BNSF") to access the newly aligned railroad tracks post construction. Buyer and Seller agree that a non-exclusive access easement of 19,674 square feet, more particularly described in the legal description and depicted in the plat attached hereto and marked as Access Easement attached hereto as Exhibit "H" and incorporated herein by this reference, shall be granted by Seller to BNSF. The Access Easement will consist of a portion of Commerce Street Vacation, referenced in Section 1.5 herein, a portion of fee simple remainder from Seller bearing Assessor Parcel Nos. 211-021-028, 211-022-031, 213-212-018, 213-252-015, and from Buyer's Final Order of Condemnation or Stipulated Judgement between the City of Riverside and the Sun Trust, Inc., Assessor's Parcel Number 211-021-001, approximately 1,813 square feet, all as particularly described and depicted in Commerce Street Vacation Parcel 3 (Exhibit "I") and Exhibit "J." The Access Easement shall be granted by Seller to BNSF upon recordation and acceptance of improvements constituting the Third Street Grade Separation Project by Buyer. As further addressed in the Access Easement, such easement may also be used by Seller and its agents, contractors, employees, successors, and assigns.

1.7 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 by mutual agreement of the parties to meet the requirements of the title company to issue a title policy hereinafter described.

1.8 Other Grants. It is agreed that Seller, or its successors in interest, will not grant an interest in the Property, or any part thereof, including, but not limited to, a fee simple interest, easements, or any other conveyances and/or construct improvements that would survive the Close of Escrow, or make changes upon or to the Property during the period between the Effective Date and the Close of Escrow, as such term is defined herein.

1.9 Right of Possession. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the Property by the Buyer, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2.1 herein are deposited into the escrow controlling this transaction, or, if applicable, the date specified in any order for possession heretofore ordered by a court in any pending eminent domain action as to the Property or property interests being acquired herein. The amount shown in Clause 2.1 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

1.10 **Compensation.** This Agreement is intended to be a resolution of all elements of "Just Compensation" to which Seller may be entitled. Buyer has made an offer to purchase the Property pursuant to California Government Code section 7267.2. The parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Property.

1.11 **Compensatory Laws.** The parties hereby acknowledge that Seller, or its tenants, may be eligible to receive compensation, and/or damages and/or relocation benefits and assistance pursuant to the following: The Constitution of the State of California (Article I, Section 19), the Eminent Domain Law (California Code of Civil Procedure section 1230.010, et seq.), the California Relocation Assistance Act (California Government Code Section 7260, et seq.; implementing rules and regulations (Title 25, California Code of Regulations) and/or local, state or federal ordinances, statutes, rules, regulations and decisional laws (collectively "Compensatory Laws"). Any such compensation and benefits, with the exception of relocation benefits and assistance, are provided for in this Agreement.

1.12 **Tax-Deferred Exchange.** Seller may use the proceeds from the sale of the Property to effect one or more tax deferred exchanges under Internal Revenue Code sections 1031 or 1033. Buyer agrees to accommodate Seller in effecting such tax-deferred exchange. Seller shall have the right, expressly reserved herein, to elect such tax-deferred exchange at any time before the Close of Escrow. Seller and Buyer agree, however, that consummation of the purchase and sale of the Property is not conditioned on such exchange. If Seller elects to make a tax-deferred exchange, Buyer agrees to execute such additional escrow instructions, deeds, documents, agreements, or instruments to effect this exchange, provided that Buyer shall incur no additional costs, expenses, or liabilities in this transaction as a result of or in connection with this exchange. Seller agrees to hold Buyer harmless from any liability, damages, or costs, including reasonable attorney fees, that may arise from Buyer's participation in such exchange.

1.11 **Due Diligence.** Buyer shall have forty-five (45) days ("Due Diligence Period") 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, 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. 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.

ARTICLE II
PURCHASE PRICE, TITLE AND ESCROW

2.1 **Purchase Price.** Buyer shall pay to the Seller the sum of **One Million Two Hundred Eighty-Three Thousand Dollars and No Cents (\$1,283,000)** ("Purchase Price"). The Purchase price is the total of all items listed below:

Fee Simple	(59,724± SF)	\$1,791,720
Fee Simple	(3,018± SF)	\$90,540
Storm Drain Facilities Easement	(654± SF)	\$9,810
Sanitary Sewer Easement	(135± SF)	\$2,025
Non-Exclusive Access Easement	(19,674± SF)	\$177,066
Less Vacated Commerce Street	(52,535± SF)	<u>(\$789,000)</u>
	Total	\$1,282,161
	Rounded	\$1,283,000

The Purchase Price shall represent full and complete compensation pursuant to Compensatory Laws for the rights and interests being acquired herein by Buyer, including, without limitation, real property, fixtures and equipment, loss of business goodwill, and such other compensation, damages and benefits as may be permitted by law. The Purchase Price shall be payable to Seller, upon the Close of Escrow, in immediately available funds in accordance with the provisions and requirements of this Agreement.

2.2 **Just Compensation.** Payment of the Purchase Price and compensation under this Agreement shall be deemed Just Compensation and shall include fair market value, damages of whatever kind or nature arising out of the Buyer's acquisition of the Seller's interest in realty, improvements, fixtures and equipment, and business interests including, without limitation, loss of business goodwill, loss of rent, bonus value, loss of inventory, equipment, patronage, and loss of opportunities.

2.3 **Escrow.** Upon execution of this Agreement by the parties, Buyer shall open an escrow ("Escrow") with an escrow company of Buyer's choosing ("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.

2.4 **Escrow Trust Accounts.** All funds received in this Escrow may be deposited with other escrow funds in a general escrow trust account and may be transferred to any other similar escrow trust account, and all disbursements shall be made by check of Escrow Holder from such accounts. Escrow Holder shall deposit all of

Buyer's money into an interest-bearing account with all interest accruing to Seller until the Close of Escrow. At the option of Buyer, said interest may be used toward the Purchase Price.

2.5 **Conduct of Escrow.** Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law, custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the State of California and the Internal Revenue Service.

2.6 **Condition of Title.** Seller shall convey title to the Property to Buyer as evidenced by a CLTA or ALTA Form Policy or Binder of Title Insurance ("Title Policy") in an amount equal to the Purchase Price. The Title Policy shall show title to the Property vested in the Buyer free and clear of all liens, encumbrances, easements, assessment, taxes, and leases (recorded and/or unrecorded). Any exceptions to title representing monetary liens or encumbrances are hereby disapproved by Buyer and Escrow Holder is hereby authorized and instructed to cause the reconveyance of any such monetary exceptions at or prior to the Close of Escrow. If a supplemental report is issued prior to the Close of Escrow which shows new matters, Buyer reserves the right to require any new matters removed from the Title Policy. Seller (without incurring any expense) agrees to assist with the removal of the new matters.

2.7 **Reports, Studies, and Agreements.** Within fifteen (15) business days of the Effective Date, Seller will provide Buyer with copies of any reports, studies, maps, or agreements affecting the Property, including but not limited to geotechnical and soils reports, surveys, environmental reports, as-builts, building floor plans, flood hazard or earthquake seismic studies and other reports, studies, maps or agreements affecting the Property.

ARTICLE III CLOSING

3.1 **Closing.** Subject to the satisfaction of any contingencies described herein, Escrow Holder shall close this Escrow by recording the deed(s) and other documents required to be recorded and by disbursing the funds and documents in accordance with this Agreement.

3.2 **Closing Date.** Escrow shall close on or before thirty (30) days following the Effective Date ("Close of Escrow"). If the Escrow 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 Escrow Holder and the other party, may demand the return of their documents and/or money and cancellation of the Escrow. Unless objected to in writing within ten (10) days from the receipt of the notice of cancellation, the Escrow will automatically be canceled. If no demand for cancellation is made, then Escrow will close as soon as possible.

3.3 Closing Documents.

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

- (a) duly executed and acknowledged Grant Deed for Fee Simple over 59,724 square feet of the Land, Grant Deed for Fee Simple over 3,018 square feet of the Land, Storm Drain Facilities Easement over 654 square feet of the Land; Sanitary Sewer Easement over 135 square feet of the Land; Non-exclusive Access Easement over 19,674 square feet of the Land, all sufficient for recording, conveying the Property, all in the from attached hereto as Exhibits "D", "E", "F", "G", and "H", respectively and incorporated herein by this reference, all as sufficient for the conveyance of the Property;
- (b) properly executed affidavit pursuant to section 1445(b)(2) of the Federal Tax Code and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of section 1445(f)(3) of the Federal Tax Code;
- (c) properly executed California Franchise Tax Board Form 590/593 certifying that Seller is a California resident if Seller is an individual, or Seller has a permanent place of business in California or is qualified to do business in California if Seller is a corporation, or other evidence satisfactory to Buyer that Seller is exempt from the withholding requirements of sections 18662 and 26131 of the State Tax Code;
- (d) closing statement in form and content satisfactory to Buyer and Seller;
- (e) duly executed and acknowledged document in a form acceptable to Buyer and suitable for recording by the County recorder, clearing all liens of any and all deeds of trust, mortgages, assignments of rents, financing statements, creditors' claims, etc. listed as title exception items in the Preliminary Title Report identified in Section 2.6; and
- (f) all additional documents, instruments and sums 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.

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

- (a) the Purchase Price to be paid to Seller and other cash charges provided for in this Agreement;
- (b) duly executed and acknowledged Grant Deed for Fee Simple over 52,535 square feet of the Commerce Street Vacation Parcel 3, sufficient for recording, conveying the Commerce Street Vacation Parcel 3 and duly executed and acknowledged document in the form attached hereto as Exhibit "I" and suitable for recording by the County recorder, clearing all liens of any and all deeds of trust, mortgages, assignments of rents, financing statements, creditors' claims, etc. listed as title exception items in the Vacation Parcel Preliminary Title Report identified in Section 1.5(c); and
- (c) closing statement in form and content satisfactory to Buyer and Seller; 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 and transfer of the Commerce Street Vacation Parcel 3 to Seller in accordance with the terms of this Agreement.

Since Buyer is a public entity, Escrow Holder must secure from Buyer and attach to any deed a certificate of acceptance executed by Buyer or its authorized employees, officers, or agents prior to the recording of any deed.

3.4 **Mortgages and Deeds of Trust.** Any and all monies payable under this Agreement, up to and including the total amount of unpaid principal and interest on any note secured by a mortgage or deed of trust, or other security instrument if any, shall, upon demand, be made payable to the mortgagee or beneficiary entitled thereunder; and such mortgagee or beneficiary shall be required to furnish Buyer with good and sufficient receipt showing said monies were credited against the indebtedness secured by said mortgage, deed of trust, or other security instrument. Escrow Holder shall notify the title company of such payments and secure and cause any necessary full or partial conveyances to be prepared, signed and recorded as required by the title company to eliminate any encumbrances or exceptions from the Title Policy issued pursuant to this Agreement.

3.5 **Taxes.** All parties hereto acknowledge that the Seller is a public entity and exempt from payment of any real property taxes. Escrow Holder is authorized and instructed to comply with the following tax proration procedures:

3.5.1 Ad Valorem Taxes. Seller understands and agrees pursuant to California Revenue and Taxation Code Section 5083 that when property is acquired by Buyer (a public entity) that any lien on the property for ad valorem taxes is extinguished as a matter of law upon the final acquisition of the property and the lien immediately transfers and attaches to the proceeds constituting the purchase price.

3.5.2 Notice to County Tax Collector. Buyer shall be solely responsible for providing notice of this acquisition to the County Tax Collector and to any public entities, whose taxes are not collected by the County Tax Collector but who at this time exercise the right of assessment and taxation pursuant to California Revenue and Taxation Code section 5091.

3.6 **Title and Escrow Costs.** The Buyer shall pay all the costs for a CLTA or ALTA title policy, the escrow fees, and all recording costs incurred herein, all reconveyance fees, trustees' fees, or forwarding fees. Pursuant to California Code of Civil Procedure section 1265.240, no prepayment penalty is required to be paid where property is required for a public use. The parties acknowledge that Buyer is exempt from the payment of documentary transfer tax.

3.7 **Brokerage Commissions.** The parties acknowledge that neither party has been represented by a broker, with respect to this transaction. The parties hereby agree to indemnify, defend and hold the other party harmless from any and all claims that may arise in regard to any commission that may claimed to be owed.

3.8 **Closing Statement.** Seller hereby authorizes and instructs Escrow Holder to release a copy of Seller's closing statement to Buyer, the purpose being to ascertain if any reimbursements are due Seller.

ARTICLE IV RIGHT OF ENTRY AND DAMAGE TO PROPERTY

4.1 **Right of Entry.** After Seller's execution of this Agreement by the parties, and during the Due Diligence Period, Seller grants to Buyer, its agents, employees or nominees, the right to enter into and upon the Property for the purpose of conducting Phase I Environmental Site Assessment, soil testing, environmental and engineering studies, and such further engineering, grading, archeological, geological or survey work as may be required for the preparation by Buyer of its development plans for the Property. Buyer shall not conduct any Phase II environmental testing, boring, drilling, or other invasive or subsurface investigations without Seller's prior written consent, which may be withheld in Seller's sole discretion. Buyer shall give Seller reasonable notice of such entry (no less than 1 business day) and shall not unreasonably interfere with any occupant's use of the Property or any of Seller's other operations on the Property. Buyer

shall keep the Property free and clear of any liens or encumbrances that may arise out of Buyer's inspection of and activities on the Property. All costs, expenses, liabilities, or charges incurred in or related to the performance of any and all of such studies and work on the Property, the preparation by Buyer of any plans or maps for the development or use of the Property, and the cost of filing, recording reports, plans, maps, or other documents related thereto shall be at the sole cost and expense of and shall be paid by Buyer. Buyer hereby agrees to repair at its cost any damage done to the Property by Buyer, its agents, employees, servants or nominees, and Buyer shall restore the Property to the same or similar condition as existed on the date of Buyer first exercising this right of entry, if this transaction is terminated. Buyer shall not have any such obligation if Escrow closes and title to the Property vests in Buyer. The right to enter the Property shall be co-extensive with the Due Diligence period during which Escrow is open, or any extension thereof. Buyer shall indemnify, defend, and hold Seller harmless from and against any and all claims, demands, causes of action, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) any act or omission of Buyer or its agents, employees, contractors, or invitees in connection with Buyer's entry onto and inspection of the Property, and (ii) any lien or encumbrance asserted against the Property as a result of such entry or activities. This indemnity shall survive the expiration or earlier termination of this Agreement.

4.2 Material Change, Destruction or Damage. The closing of this Escrow is contingent upon the fact that no material change shall have occurred with respect to the Property that has not been approved in writing by Buyer. For purposes of this Agreement, a "material change" shall be a material change in the status of the use, occupancy, tenants or condition of the Property (including any destruction of the improvements) that occurs subsequent to the Effective Date of this Agreement that will exist as of the Close of Escrow. In the event there is a material change to the Property after the Effective Date that will exist post-Close of Escrow, Seller shall have the right, at its sole cost and expense, to restore the Property to its condition as of the Effective Date. If Seller elects not to or is unable to complete such restoration prior to the Close of Escrow, Buyer shall be required to purchase the Property with a credit against the Purchase Price otherwise due hereunder equal to the amount of any insurance proceeds actually collected by Seller prior to the Close of Escrow as a result of any such material change, plus the amount of any insurance deductible or any uninsured amount or retention. Seller agrees that they will maintain a casualty insurance policy with respect to the Property in full force and effect until the Close of Escrow.

ARTICLE V WAIVER AND RELEASE

5.1 Acknowledgment of Full Benefits. By execution of this Agreement, Seller, on behalf of itself and its heirs, executors, administrators, successors and assigns, hereby acknowledges that this Agreement provides full payment for the acquisition of the Property by the Buyer.

5.2 **Acknowledgment of Just Compensation.** This Agreement arose out of the Buyer's efforts to acquire the Property through its public entity authority. The parties acknowledge and agree that the consideration paid to Seller shall be deemed the fair market value and total amount of "Just Compensation" for the Property.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

6.1 **Seller Representations, Warranties and Covenants.** For purposes of this Section 6.1, the knowledge of Seller shall mean Aaron Hake. Seller hereby represents, warrants, and covenants to Buyer as of the Effective Date of this Agreement, and upon the Close of Escrow, as follows, all of which shall survive the Close of Escrow:

6.1.1 Authority. Seller is the owner of the Property and has the full right, power, and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder. The person signing this Agreement and any documents and instruments in connection herewith on behalf of Seller has full power and authority to do so.

6.1.2 Bankruptcy. 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. Further, Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy proceeding.

6.1.3 Other Agreements. To its knowledge (without any duty to investigate), Seller has not entered into any other written contracts or agreements for the sale or transfer of any portion of the Property.

6.1.4 Condition of Property. Seller warrants and covenants that through the date possession is made available to Buyer, the Property, and improvements, including, without limitation, landscaping and grounds, shall be maintained in the same condition, ordinary wear and tear excepted as upon the Effective Date of this Agreement.

6.1.5 Changes in Agreements. Prior to Close of Escrow, Seller will not violate or modify, orally or in writing, any existing lease or other agreement, if any, or create any new leases or other agreements affecting the Property without Buyer's prior written consent.

6.1.6 Possessory Rights. To the knowledge of the Seller (without any duty to investigate), no one will, at the Close of Escrow, have any right to possession of the Property superior to the right of the Buyer, except as disclosed by this Agreement, or otherwise in writing to Buyer.

6.1.7 Actions: To Seller's knowledge (without any duty to investigate), no actions, suits, or proceedings are pending or threatened before any governmental department, commission, board, bureau, agency, court, or instrumentality that would affect the Property or the right to occupy or utilize the Property.

6.1.8 Notice of Changes. Seller will promptly notify Buyer in writing of any material change affecting the Property that becomes known to Seller (without any duty to investigate), prior to the Close of Escrow.

The material truth and accuracy of the foregoing representations and warranties shall be a condition of Buyer's obligations hereunder. At least five (5) calendar days prior to the Close of Escrow, Seller shall notify Buyer of any facts or circumstances which are contrary to the foregoing representations and warranties.

ARTICLE VII BUYER'S REPRESENTATIONS AND WARRANTIES

7.1 **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:

7.1.1 Authority. Buyer is a municipal corporation and has the full power and authority to enter into and carry out the agreements contained in, and the transactions contemplated by this Agreement. Buyer has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. The persons signing this Agreement and any documents and instruments in connection herewith on behalf of Buyer have full power and authority to do so.

7.1.2 Bankruptcy. 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.

7.1.3 Ratification. This Agreement may be subject to the approval and ratification by the City Council of the City of Riverside. In the event the City Council fails to approve this Agreement, there shall be no liability on the part of Buyer and this Agreement shall become null and void and of no further force and effect and Escrow Holder shall cancel the Escrow immediately and return all money and/or documents to the respective party.

7.1.4 Investigation. Buyer has conducted or will conduct an independent investigation with respect to zoning and subdivision laws, ordinances, resolutions,

and regulations of all governmental authorities having jurisdiction over the Property, and the use and improvement of the Property and is, or at Close of Escrow will be, satisfied with the results of such investigation.

The material truth and accuracy of the foregoing representations and warranties shall be a condition of Seller's obligations hereunder. At least five (5) calendar days prior to the Close of Escrow, Buyer shall notify Seller of any facts or circumstances which are contrary to the foregoing representations and warranties.

ARTICLE VIII DEFAULT AND TERMINATION

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

8.2 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) calendar days in the case of a non-monetary default, or five (5) calendar days in the case of a monetary default.

8.3 Termination upon Default. After notice and an opportunity to cure, if the defaulting party fails to cure the default, the non-defaulting party may terminate this acquisition by giving written notice to the defaulting party and the Escrow Holder. Upon receipt of the notice to terminate, the Escrow Holder shall immediately cancel the Escrow and return all money and/or documents to the respective party except as provided in Section 8.5 below.

8.4 Termination. If Buyer or Seller exercises its rights under this Agreement to terminate this acquisition, such party shall provide written notice to the other party and Escrow Holder. Upon receipt of said notice, Escrow Holder shall immediately cancel the Escrow and return all money and/or documents to the respective party.

8.5 SELLER'S LIQUIDATED DAMAGES. IF THE SALE OF THE PROPERTY PURSUANT TO THIS AGREEMENT IS NOT CONSUMMATED SOLELY BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER, \$100,000 AND ALL BUYER'S REPORTS, SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT BY BUYER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE AMOUNT ABOVE AND BUYER'S REPORTS HAVE

BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER, AT LAW OR IN EQUITY, IN THE EVENT OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER. UPON THE OCCURRENCE OF ANY SUCH DEFAULT BY BUYER, BUYER SHALL DELIVER WITHIN 2 BUSINESS DAYS OF SELLER'S REQUEST ALL BUYER'S REPORTS AND APPROPRIATE DOCUMENTS ASSIGNING SAME TO SELLER. SELLER HEREBY WAIVES ANY AND ALL BENEFITS IT MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 3389. FURTHERMORE, THE PAYMENT AND RETENTION OF SUCH EARNEST MONEY AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 AND 3369 BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. UPON BUYER'S DEFAULT, SELLER MAY INSTRUCT ESCROW HOLDER TO CANCEL THE ESCROW, AND PROMPTLY UPON RECEIPT OF SAID INSTRUCTIONS, ESCROW HOLDER SHALL (i) CANCEL THE ESCROW, (ii) PAY ALL OF ESCROW HOLDER'S CHARGES FROM THE EARNEST MONEY, AND (iii) DISBURSE TO SELLER THE AMOUNT PURSUANT TO THIS SECTION 8.5.

ARTICLE IX MUTUAL AGREEMENTS

9.1 **Studies.** Subject to Section 4.1, Seller hereby authorizes Buyer, its agents, employees, contractors, and representatives, at Buyer's sole cost and expense, to conduct such necessary cultural, environmental phase I, lead base paint and asbestos studies as Buyer may require. In connection with such studies, Seller hereby grants to Buyer, its agents, employees, contractors and representatives, a right of entry as more specifically set forth in Section 4.1 above.

9.2 **CEQA Compliance.** Buyer and Seller understand, acknowledge, and agree that purchase of the Property is contingent upon Buyer's compliance with the California Environmental Quality Act ("CEQA"). Seller shall have no obligation to incur any cost, take any action, or otherwise be responsible for Buyer's CEQA compliance, and Buyer shall be solely responsible, at its sole cost and expense, for satisfying all CEQA requirements related to the proposed purchase and development of the Property.

9.3 **Soil Inspection.** Upon obtaining Seller's written consent, which may be withheld in its sole discretion, Buyer shall have the right to obtain a soil test report concerning the Property. Said report shall be obtained at Buyer's discretion and expense and promptly provided to Seller. Buyer shall indemnify and hold Seller harmless from any liability arising from Buyer's soils investigation and keep the property free from any liens, including mechanics liens, arising from persons or agents authorized to perform such soils investigation on behalf of Buyer. This indemnity shall survive the expiration or earlier termination of this Agreement.

9.4 **Abandonment of Personal Property.** Unless special arrangements have been made by the parties, any personal property left on the Property at the Close of Escrow shall be deemed abandoned and the property of the Buyer. Seller agrees that Buyer may dispose of the personal property without notice to the Seller and without sale at a public auction. Seller expressly waives the requirements of California Civil Code section 1980, et seq., relating to the disposition of personal property remaining on the premises at the termination of a tenancy, and to the extent applicable, the provisions of California Code of Civil Procedure section 1174.

9.5 **Other Agreements Affecting Property.** Seller and Buyer have made this Agreement upon the belief that there are no other agreements except this Agreement which will materially and adversely affect the Property beyond the Close of Escrow. If Seller determines that such agreements or exceptions exist which are not revealed herein, Seller shall provide Buyer with a copy immediately upon Seller's learning of its existence. Buyer may thereafter, prior to the Close of Escrow, terminate this acquisition.

ARTICLE X AS-IS

10.1 **AS-IS Sale.** Subject to Seller's representations and warranties contained herein, Buyer's election to purchase the Property will be based upon and will constitute evidence of Buyer's independent investigation of the Property, its use, development potential and suitability for Buyer's intended use, including (without limitation) the following: the feasibility of developing the Property for the purposes intended by Buyer and the conditions of approval for any subdivision map; the size and dimensions of the Property; the availability, cost and adequacy of water, sewerage and any utilities serving or required to serve the Property; the presence and adequacy of current or required infrastructure or other improvements on, near or affecting the Property; any surface, soil, subsoil, fill or other physical conditions of or affecting the Property, such as climate, geological, drainage, air, water or mineral conditions; the condition of title to the Property; the existence of governmental laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, location or suitability of the Property for any existing or proposed development thereof including but not limited to zoning, building, subdivision, environmental or other such regulations; the necessity or availability of any general or specific plan amendments, rezoning, zoning variances, conditional use permits, building permits, environmental impact reports, parcel or subdivision maps and public reports, requirements of any improvement agreements; requirements of the California Subdivision Map Act, and any other governmental permits, approvals or acts (collectively "**Permits**"); the necessity or existence of any dedications, taxes, fees, charges, costs or assessments which may be imposed in connection with any governmental regulations or the obtaining of any required Permits; the presence of endangered plant or animal species upon the Property; and all of the matters concerning the condition, use, development or sale of the Property. Seller will not be liable for any loss, damage, injury or claim to any person or property arising from or caused by the development of the Property by Buyer.

10.2 **Release.** Except with respect to a default by Seller hereunder (including a breach of Seller's warranties and representations), Buyer at the Close of Escrow expressly waives its rights granted under California Civil Code Section 1542, which provides as follows:

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

Buyer's Initials: _____

Seller's Initials: _____

ARTICLE XI MISCELLANEOUS

11.1 **Exhibits.** All Exhibits attached hereto are a part of this Agreement for all purposes and are incorporated herein.

11.2 **Assignment.** Neither this Agreement nor any rights under this Agreement may be assigned by any party without the prior written consent of the other party.

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

11.4 **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.

11.5 **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.

11.6 **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.

11.7 **Amendments.** This Agreement may be amended or supplemented only by written documents signed by the parties.

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

Buyer	Seller
City of Riverside Community & Economic Development Department Real Property Services 3900 Main Street Riverside, CA 92522 Phone: (951) 826-5649 Fax: (951) 826-2504	Riverside County Transportation Commission Attn: Timothy Green Senior Management Analyst 4080 Lemon Street, 3 rd Floor Riverside, CA 92501 Phone: (951) 212-2773 Email: TGreen@RCTC.org

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

11.9 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.

11.10 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.

11.11 Further Acts. In addition to the acts and deeds recited herein and contemplated and performed, executed and/or delivered by Sellers and Buyer, Sellers 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.

11.12 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, having the opportunity to consult legal counsel, having fully participated in the negotiation of this Agreement.

11.13 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.

11.14 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.

11.15.a Nondiscrimination. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

11.15.b Title 49. The parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

11.16 Date of Agreement. The date of the Agreement as used in this Agreement shall refer to the date this Agreement is signed and approved by the governing body of Buyer. It is understood and agreed that no employee, officer, or director(s) of Buyer has any authority to bind the Buyer, which is a public entity, except upon prior approval by the governing body of Buyer.

11.17 Survival of Warranties. All of the warranties, representations, covenants, and agreements of the parties hereto contained in this Agreement shall survive the Close of Escrow for a period of one hundred and twenty (120) days.

11.18 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.

11.19 **Agreement Not to Lease.** Seller agrees not to rent, lease, license or allow any person to take possession of the Property or any portion of the Property or building or structure located thereon, other than those parties that may be residing in the Property as of the Effective Date.

11.20 **Days.** Unless otherwise specified, “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.

BUYER:

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

By: _____
Mike Futrell
City Manager

SELLER:

RIVERSIDE COUNTY
TRANSPORTATION COMMISSION, a
county transportation commission

By: _____
Aaron Hake
Executive Director

ATTESTED TO:

By: _____
Donesia Gause
City Clerk

APPROVED AS TO FORM:

Steve DeBaun
Best Best & Krieger

APPROVED AS TO FORM:

By: _____

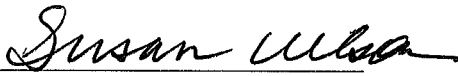
By: 
Susan Wilson
Assistant City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "A"
LEGAL DESCRIPTION

Fee Simple Interest
Por. 211-021-028
Por. 211-022-031
Por. 213-212-018
Por. 213-252-015
Address: RCTC to CITY

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

That portion of Sections 23 and 24, Township 2 South, Range 5 West, San Bernardino Meridian, described as follows:

COMMENCING at the centerline intersection of Vine Street and 3rd Street as shown on Record of Survey on file in Book 134 at Page 47 thereof, Records of Riverside County, California;

Thence South 60°14'03" East, along the centerline of said 3rd Street, a distance of 541.03 feet to the centerline of Commerce Street (formerly Pachappa Avenue) as shown on said Record of Survey;

Thence North 60°14'03" West, along the centerline of said 3rd Street, a distance of 110.00 feet to the Northeasterly prolongation of the Southeasterly line of Olive Street (now vacated) as shown by map of the Town of Riverside, filed in Book 7, Page 17 of Maps, Records of San Bernardino County, California;

Thence South 29°44'39" West, along said Northeasterly prolongation and said Southeasterly line of Olive Street (now vacated), a distance of 120.00 feet to the **POINT OF BEGINNING** of the parcel of land to be described;

Thence South 60°14'03" East, a distance of 2.85 feet;

Thence North 34°46'52" East, a distance of 39.35 feet;

Thence South 55°13'08" East, a distance of 65.95 feet to the Northwestern line of Commerce Street as described in that certain easement for street purposes granted to the City of Riverside by document recorded October 27, 1941, in Book 516, Page 578 et. seq., of Official Records of Riverside County, California;

Thence South 29°45'00" West, along said Northwestern line, a distance of 69.00 feet;

Thence South 34°46'52" West, a distance of 242.81 feet;

Thence South 34°41'22" West, a distance of 67.85 feet;

Thence Southwesterly on a non-tangent curve concave Southeasterly, having a radius 3,807.83 feet, through an angle of 04°20'18", an arc length of 288.33 feet (the initial radial line bears North 55°35'38" West);

Thence South 30°01'22" West, a distance of 6.23 feet;

Thence South 29°56'27" West, a distance of 6.23 feet;

Thence South 29°52'14" West, a distance of 6.24 feet;

Thence South 29°48'43" West, a distance of 6.24 feet;

Thence South 29°45'54" West, a distance of 6.24 feet;

Thence South 29°43'48" West, a distance of 6.24 feet;

Thence South 29°42'23" West, a distance of 4.16 feet;

Thence South 29°41'52" West, a distance of 8.33 feet;

Thence South 29°41'34" West, a distance of 751.50 feet to the Northerly line of Mission Inn Avenue (formerly 7th Street) as shown on said Record of Survey;

Thence North 60°12'26" West, along said Northerly line, a distance of 32.89 feet to the Southeasterly line of Olive Street (now vacated) as shown by said map of the Town of Riverside, also being the Easterly line of the Jurupa Rancho as shown on said Record of Survey;

Thence North 29°44'39" East along said Easterly line of Jurupa Rancho, a distance of 1,434.44 feet to the **POINT OF BEGINNING**.

Area – 59,724 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.

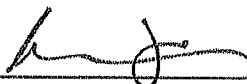
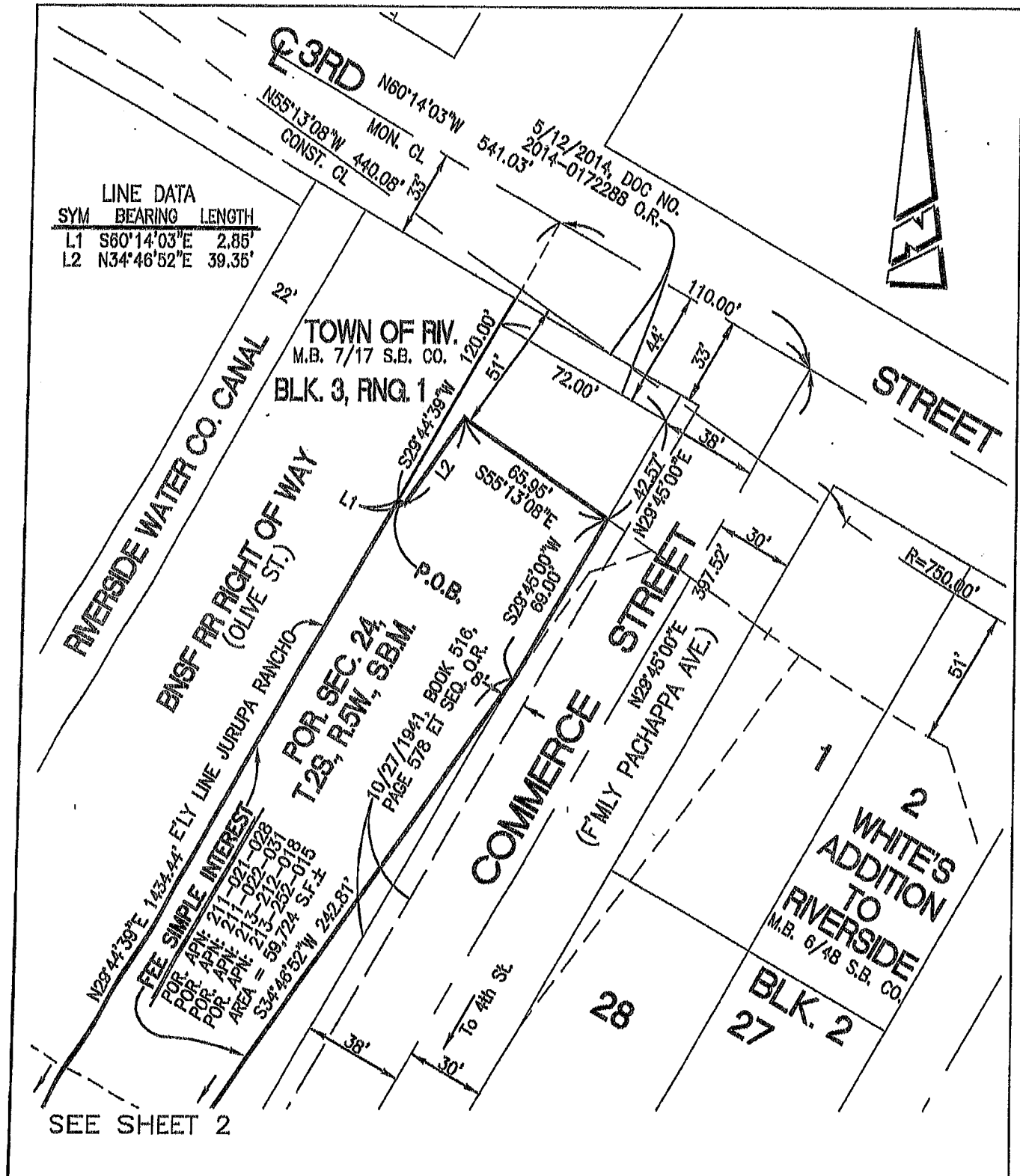
By:  5/20/25
Eswin O. Vega, P.L.S. 9164 Date



EXHIBIT "B"

PLAT MAP OF PROPERTY

EXHIBIT "B"



• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

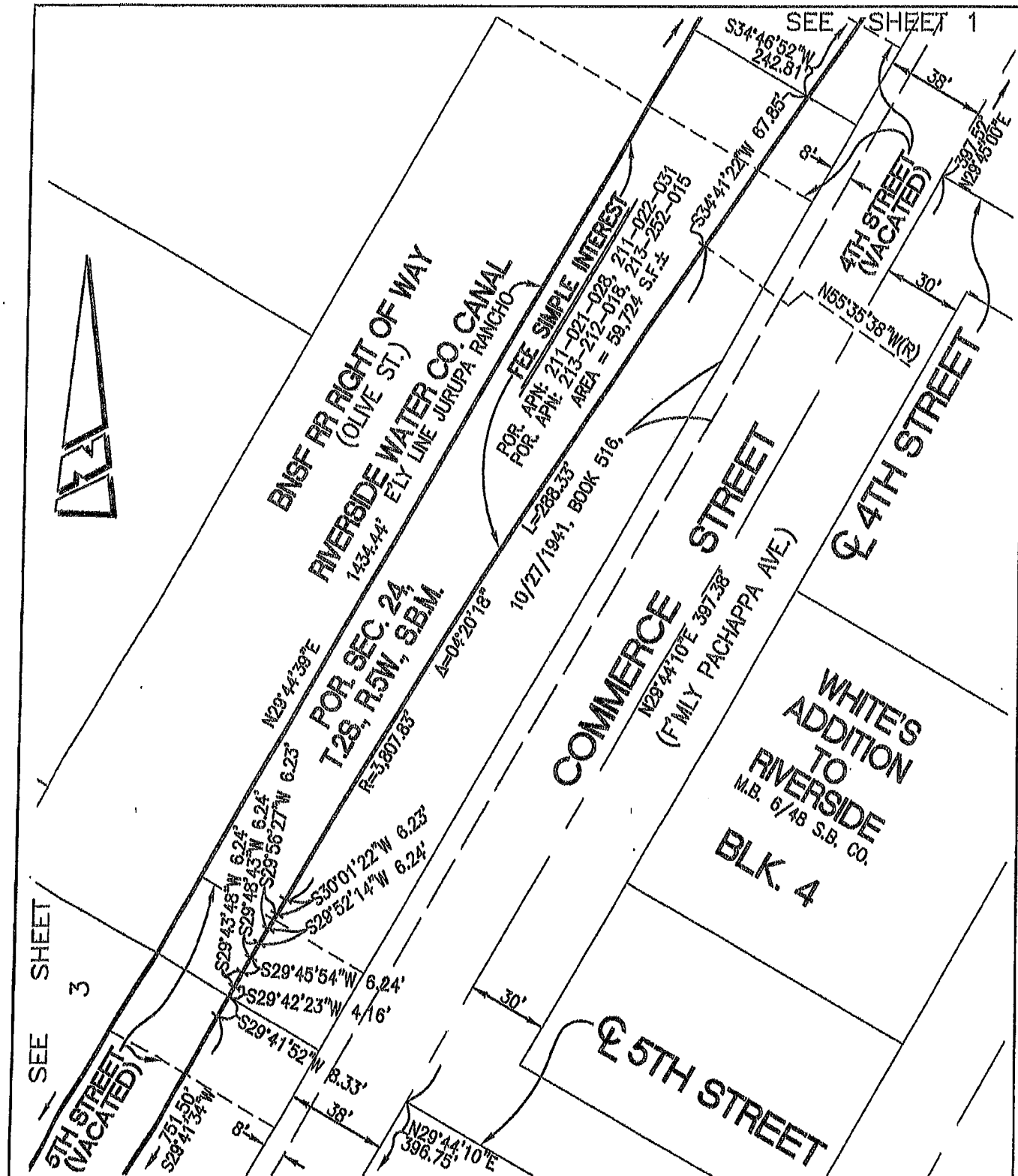
SHEET 1 OF 3

SCALE: 1"=50'

DRAWN BY: EV

DATE: 12/11/24

SUBJECT: RCTG PAR. - APN 211-021-028 - 213-252-015



• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 2 OF 3

SCALE: 1"=50'

DRAWN BY: EV

DATE: 12/11/24

SUBJECT: ROTC PAR. - APN 211-021-028 - 213-252-015



TOWN OF RIV.
M.B. 7/17 S.B. CO.
BLK. 6, RING 1

SEE SHEET 2

6TH STREET
(VACATED)

FOR APN: 211-021-028, 211-022-031
FOR APN: 213-212-018, 213-252-015
AREA = 59.724 S.F.±
FEE SIMPLE INTEREST

BNSF RR RIGHT OF WAY
(OLIVE ST.)
RIVERSIDE WATER CO. CANAL
N29°44'39"E
1434.44' ELY LINE JURUPA RANCHO

FOR SEC. 23,
T2S, R5W, SBM

10/27/1941, BOOK 516,
S29°41'34"W 751.50'

COMMERCE STREET
(F'MLY PACHAPPA AVE.)
N29°45'20"E 412.35'

6TH STREET

WHITE'S
ADDITION
TO
RIVERSIDE
M.B. 6/48 S.B. CO.
BLK. 8

49.50'
32.89'
72.00'
80.00'
N60°12'26"W

N60°12'26"W 540.71'
MISSION INN
AVENUE
(F'MLY 7TH ST.)

• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 3 OF 3

SCALE: 1"=50'

DRAWN BY: EV

DATE: 12/11/24

SUBJECT: ROTC PAR. - APN 211-021-028 - 213-252-015

EXHIBIT "C"

CONSTRUCTION CONTRACT WORK

1. Chain-link Fencing
2. Two Gates

EXHIBIT "D"

GRANT DEED FOR FEE SIMPLE OVER 59,724 SQUARE FEET OF THE
LAND

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without
fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: 3rd Street Grade Separation
Por. APN: 211-021-028, 211-022-031,
213-212-018 & 213-252-015
Address:
Caltrans Project: CML 5058(081)

D -

GRANT DEED

RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency of the State of California, Grantor(s), FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do(es) hereby grant to the **CITY OF RIVERSIDE, a California charter city and municipal corporation**, as Grantee, its successors and assigns, the real property as described in **Exhibit "A"** attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

Dated _____

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION,
a public agency of the State of California**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

ACKNOWLEDGMENT

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

State of California

County of _____ } ss

On _____, before me, _____,
notary public, personally appeared, _____

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

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

WITNESS my hand and official seal.

Notary Signature

**CERTIFICATE OF ACCEPTANCE
(Government Code Section §27281)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, a California charter city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 23439 of said City Council adopted May 14th, 2019, and the grantee consents to recordation thereof by its duly authorized officer.

DATED _____

CITY OF RIVERSIDE

By: _____
Jennifer Lilley
Community & Economic
Development Director

EXHIBIT "A"
LEGAL DESCRIPTION

Fee Simple Interest
Por. 211-021-028
Por. 211-022-031
Por. 213-212-018
Por. 213-252-015
Address: RCTC to CITY

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

That portion of Sections 23 and 24, Township 2 South, Range 5 West, San Bernardino Meridian, described as follows:

COMMENCING at the centerline intersection of Vine Street and 3rd Street as shown on Record of Survey on file in Book 134 at Page 47 thereof, Records of Riverside County, California;

Thence South 60°14'03" East, along the centerline of said 3rd Street, a distance of 541.03 feet to the centerline of Commerce Street (formerly Pachappa Avenue) as shown on said Record of Survey;

Thence North 60°14'03" West, along the centerline of said 3rd Street, a distance of 110.00 feet to the Northeasterly prolongation of the Southeasterly line of Olive Street (now vacated) as shown by map of the Town of Riverside, filed in Book 7, Page 17 of Maps, Records of San Bernardino County, California;

Thence South 29°44'39" West, along said Northeasterly prolongation and said Southeasterly line of Olive Street (now vacated), a distance of 120.00 feet to the **POINT OF BEGINNING** of the parcel of land to be described;

Thence South 60°14'03" East, a distance of 2.85 feet;

Thence North 34°46'52" East, a distance of 39.35 feet;

Thence South 55°13'08" East, a distance of 65.95 feet to the Northwesterly line of Commerce Street as described in that certain easement for street purposes granted to the City of Riverside by document recorded October 27, 1941, in Book 516, Page 578 et. seq., of Official Records of Riverside County, California;

Thence South 29°45'00" West, along said Northwesterly line, a distance of 69.00 feet;

Thence South 34°46'52" West, a distance of 242.81 feet;

Thence South 34°41'22" West, a distance of 67.85 feet;

Thence Southwesterly on a non-tangent curve concave Southeasterly, having a radius 3,807.83 feet, through an angle of 04°20'18", an arc length of 288.33 feet (the initial radial line bears North 55°35'38" West);

Thence South 30°01'22" West, a distance of 6.23 feet;

Thence South 29°56'27" West, a distance of 6.23 feet;

Thence South 29°52'14" West, a distance of 6.24 feet;

Thence South 29°48'43" West, a distance of 6.24 feet;

Thence South 29°45'54" West, a distance of 6.24 feet;

Thence South 29°43'48" West, a distance of 6.24 feet;

Thence South 29°42'23" West, a distance of 4.16 feet;

Thence South 29°41'52" West, a distance of 8.33 feet;

Thence South 29°41'34" West, a distance of 751.50 feet to the Northerly line of Mission Inn Avenue (formerly 7th Street) as shown on said Record of Survey;

Thence North 60°12'26" West, along said Northerly line, a distance of 32.89 feet to the Southeasterly line of Olive Street (now vacated) as shown by said map of the Town of Riverside, also being the Easterly line of the Jurupa Rancho as shown on said Record of Survey;

Thence North 29°44'39" East along said Easterly line of Jurupa Rancho, a distance of 1,434.44 feet to the **POINT OF BEGINNING**.

Area – 59,724 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.

By: 

Eswin O. Vega, P.L.S. 9164

5/20/25

Date



LINE DATA		
SYM	BEARING	LENGTH
L1	S60°14'03"E	2.85'
L2	N34°46'52"E	39.35'



5/12/2014, DOC NO.
 2014-0172288 O.R.
 N60°14'03"W MON. CL 541.03'
 N55°13'08"W CONST. CL 440.08'

RIVERSIDE WATER CO. CANAL
 BNSF RR RIGHT OF WAY
 (OLIVE ST.)
 TOWN OF RIV.
 M.B. 7/17 S.B. CO.
 BLK. 3, RNG. 1

N29°44'39"E 1434.44' E'LY LINE JURUPA RANCHO
 FEE SIMPLE INTEREST
 POR. APN: 211-021-028
 POR. APN: 213-022-031
 POR. APN: 213-252-018
 AREA = 59.724 S.F. ±
 S34°46'52"W 242.81'

POR. SEC. 24
 T.2S., R.5W., SBM.
 10/27/1941 BOOK 516,
 PAGE 578 ET SEQ. O.R.

COMMERCE STREET
 (F'MLY PACHAPPA AVE.)
 N29°45'00"E 397.52'
 S29°45'00"W 69.00'
 S55°13'08"E 65.95'
 S29°44'39"W 120.00'
 72.00' 51' 44' 33' 38' 30'

1
 2
 WHITE'S
 ADDITION
 TO
 RIVERSIDE
 M.B. 6/48 S.B. CO.
 BLK. 2
 27

SEE SHEET 2

• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 3

SCALE: 1"=50'

DRAWN BY: EV

DATE: 12/11/24

SUBJECT: RTC PAR. - APN 211-021-028 - 213-252-015



SUBJECT: RCTC PAR. - APN 211-021-028 - 213-252-015



TOWN OF RIV.
M.B. 7/17 S.B. CO.
BLK. 6, RNG. 1

SEE SHEET 2

BNSF RR RIGHT OF WAY
(OLIVE ST.)

RIVERSIDE WATER CO. CANAL

FOR SEC. 23,
T.2S., R.5W., S.B.M.

N29°44'39"E
1434.44' ELY LINE JURUPA RANCHO
S29°41'34"W 751.50'
10/27/1941, BOOK 516,

6TH STREET
(VACATED)

FEE SIMPLE INTEREST
POR. APN: 211-021-028, 211-022-031
POR. APN: 213-212-018, 213-252-015
AREA = 59,724 S.F.±

COMMERCE STREET
(F'MLY PACHAPPA AVE.)

6TH STREET

WHITE'S
ADDITION
TO
RIVERSIDE
M.B. 6/48 S.B. CO.
BLK. 8

49.50'
32.89'
72.00'
80.00'
N60°12'26"W

MISSION INN
AVENUE
(F'MLY 7TH ST.)

• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE
ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 3 OF 3

SCALE: 1"=50' DRAWN BY: EV DATE: 12/11/24 SUBJECT: RCTC PAR. - APN 211-021-028 - 213-252-015

EXHIBIT "E"

GRANT DEED FOR FEE SIMPLE OVER 3,018 SQUARE FEET
OF THE LAND

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without
fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: 3rd Street Grade Separation
Por. APN: 211-021-028
Address:
Caltrans Project: CML 5058(081)

D -

GRANT DEED

RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency of the State of California, Grantor(s), FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do(es) hereby grant to the **CITY OF RIVERSIDE, a California charter city and municipal corporation**, as Grantee, its successors and assigns, the real property as described in **Exhibit "A"** attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

Dated _____

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION,
a public agency of the State of California**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

ACKNOWLEDGMENT

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

State of California

County of _____

} ss

On _____, before me, _____,

notary public, personally appeared, _____

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

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

WITNESS my hand and official seal.

Notary Signature

CERTIFICATE OF ACCEPTANCE
(Government Code Section §27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, a California charter city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 23439 of said City Council adopted May 14th, 2019, and the grantee consents to recordation thereof by its duly authorized officer.

DATED _____

CITY OF RIVERSIDE

By: _____
Jennifer Lilley
Community & Economic
Development Director

EXHIBIT "A"
LEGAL DESCRIPTION

Fee Simple Interest
Por. APN: 211-021-028
Address: RCTC Parcel

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

That portion Section 24, Township 2 South, Range 5 West, San Bernardino Meridian, described as follows:

COMMENCING at the centerline intersection of Vine Street and 3rd Street as shown on Record of Survey on file in Book 134 at Page 47 thereof, Records of Riverside County, California;

Thence South 60°14'03" East, along the centerline of said 3rd Street, a distance of 541.03 feet to the centerline of Commerce Street (formerly Pachappa Avenue) as shown on said Record of Survey;

Thence North 60°14'03" West, along the centerline of said 3rd Street, a distance of 110.00 feet to the Northeasterly prolongation of the Southeasterly line of Olive Street (now vacated) as shown by map of the Town of Riverside, filed in Book 7, Page 17 of Maps, Records of San Bernardino County, California;

Thence South 29°44'39" West, along said Northeasterly prolongation and said Southeasterly line of Olive Street (now vacated), a distance of 44.00 feet to the most Westerly corner of that certain parcel of land described in Grant of Easement to the City of Riverside by document recorded May 12, 2014 as Document No. 2014-0172288, Official Records of Riverside County, California, said corner being the **POINT OF BEGINNING** of the parcel of land to be described;

Thence continuing South 29°44'39" West, along said Southeasterly line of Olive Street (now vacated), a distance of 76.00 feet;

Thence South 60°14'03" East, a distance of 2.85 feet;

Thence North 34°46'52" East, a distance of 39.35 feet;


Thence South 55°13'08" East, a distance of 65.95 feet to the Northwesternly line of Commerce Street as described in that certain easement for street purposes granted to the City of Riverside by document recorded October 27, 1941, in Book 516, Page 578 et. seq., of Official Records of Riverside County, California;

Thence North 29°45'00" East, along said Northwesternly line, a distance of 42.57 feet to the Northeasterly line of said Grant of Easement;

Thence North 60°14'03" West, along said Northeasterly line, a distance of 72.00 feet to the **POINT OF BEGINNING.**

Area – 3,018 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.

By:  5/21/25
Eswin O. Vega, P.L.S. 9164 Date



SUBJECT: RCTC PARCEL - R/W - APN 211-021-028

EXHIBIT "F"

**STORM DRAIN FACILITIES EASEMENT OVER 654 SQUARE FEET
OF THE LAND**

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FOR RECORDER'S OFFICE USE ONLY

Project: 3rd Street Grade Separation
Por. APN: 213-252-015
Address:
Caltrans Project: CML 5058(081)

E A S E M E N T

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**, a public agency of the State of California, as Grantor(s), hereby grant(s) to the **BNSF RAILWAY COMPANY**, a Delaware corporation, as Grantee, its successors and assigns, an easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of **STORM DRAIN FACILITIES**, together with all necessary appurtenances, in, under, upon, over and along that certain real property as described in **EXHIBIT "A"** attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

TOGETHER WITH the right to clear and keep clear said easement and right-of-way from any structures or trees, to enter upon and to pass and repass over and along said real property, and to deposit tools, implements and other material thereon by Grantee, its officers, agents and employees and by persons under contract with said Grantee and their officers, agents and employees, whenever and wherever necessary for the purpose of constructing, reconstructing, maintaining, operating, inspecting, repairing, replacing, relocating, renewing and removing said **STORM DRAIN FACILITIES**.

Dated _____

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION,
a public agency of the State of California**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

ACKNOWLEDGMENT

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

State of California

County of _____

} ss

On _____, before me, _____,

notary public, personally appeared, _____

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

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

WITNESS my hand and official seal.

Notary Signature

EXHIBIT "A"
LEGAL DESCRIPTION

Storm Drain
Facilities Easement
Por. 213-252-015
Por. Commerce Street (vacated)
Address: RCTC to BNSF

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

That portion of Section 23, Township 2 South, Range 5 West, San Bernardino Meridian, and Commerce Street (formerly Pachappa Avenue) vacated of White's Addition to Riverside, as shown by Map on file in Book 6, Page 48 of Maps, Records of San Bernardino County, California, lying within a strip of land 10.00 feet in width the centerline being described as follows:

COMMENCING at the intersection of the Westerly line of Commerce Street and the Northerly line of Mission Inn Avenue (formerly Seventh Street) as shown on Record of Survey on file in Book 134 at Page 47 thereof, Records of Riverside County, California;

Thence North 60°12'26" West along the Northerly line of said Mission Inn Avenue (formerly Seventh Street), a distance of 39.11 feet to a point, said point being distant 32.89 feet Southeasterly from the Southeasterly line of Olive Street (now vacated) as shown by map of the Town of Riverside, filed in Book 7, Page 17 of Maps, Records of San Bernardino County, California, also being the Easterly line of the Jurupa Rancho as shown on said Record of Survey;

Thence North 29°41'34" East, a distance of 240.46 feet to the **POINT OF BEGINNING** of said centerline description;

Thence South 60°14'40" East, a distance of 65.37 feet to a line parallel with and distant 12.00 feet Northwesterly, measured at right angles from the centerline of Commerce Street as shown on said Record of Survey, being the **TERMINATION** of said centerline description.

The sidelines of said strip of land 10.00 feet in width shall be prolonged or shortened to terminate Northwesterly in that certain course described above as having a bearing and distance of "North 29°41'34" East, a distance of 240.46 feet" and shall be prolonged or shortened to terminate Southeasterly in a line parallel with and distant 12.00 feet Northwesterly, measured at right angles from the centerline of said Commerce Street.

Area – 654 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.

By: 
Eswin O. Vega, P.L.S. 9164

6/5/25
Date



STORM DRAIN FACILITIES EASEMENT



TOWN OF RIV.
M.B. 7/17 S.B. CO.
BLK. 6, RNG. 1

BNSF RR RIGHT OF WAY
(OLIVE ST.)
RIVERSIDE WATER CO. CANAL
ELY LINE JURUPA RANCHO

POR. SEC. 23
T2S, R5W, SBM.
N29°41'34"E
10/27/1941, BOOK 516,
PAGE 578 ET SEQ. O.R.

STORM DRAIN
FACILITIES EASEMENT
AREA=654 S.F.±

COMMERCE STREET
N29°45'20"E 412.35'
(F'MLY PACHAPPA AVE.)

6TH STREET
(VACATED)

WHITE'S
ADDITION
TO
RIVERSIDE
M.B. 6/48 S.B. CO.

BLK. 8

MISSION INN
AVENUE
(F'MLY 7TH ST.)
N60°12'26"W 540.71'

POR. APN: 213-252-015
POR. COMMERCE ST.-VACATED

• 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: EV

DATE: 8/27/24

SUBJECT: RCTC PAR. - SD EASEMENT

EXHIBIT "G"

**SANITARY SEWER EASEMENT OVER 135 SQUARE FEET
OF THE LAND**

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without
fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: 3rd Street Grade Separation
Por. APN: 211-021-028
Address:
Caltrans Project: CML 5058(081)

D -

E A S E M E N T

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**, a public agency of the State of California, as Grantor(s), grant(s) to the **CITY OF RIVERSIDE**, a California charter city and municipal corporation, as Grantee, its successors and assigns, an easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of **Sanitary Sewer Facilities**, together with all necessary appurtenances, in, under, upon, over and along that certain real property as described in **Exhibit "A"** attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

TOGETHER WITH the right to clear and keep clear said easement and right-of-way from any structures or trees, to enter upon and to pass and repass over and along said real property, and to deposit tools, implements and other material thereon by Grantee, its officers, agents and employees and by persons under contract with said Grantee and their officers, agents and

employees, whenever and wherever necessary for the purpose of constructing, reconstructing, maintaining, operating, inspecting, repairing, replacing, relocating, renewing and removing said

Sanitary Sewer Facilities.

Date: _____

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION,
a public agency of the State of California**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

ACKNOWLEDGMENT

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

State of California

County of _____

} ss

On _____, before me, _____,

notary public, personally appeared, _____

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

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

WITNESS my hand and official seal.

Notary Signature

CERTIFICATE OF ACCEPTANCE
(Government Code Section §27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, a California charter city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 23439 of said City Council adopted May 14th, 2019, and the grantee consents to recordation thereof by its duly authorized officer.

DATED _____

CITY OF RIVERSIDE

By: _____
Jennifer Lilley
Community & Economic
Development Director

EXHIBIT "A"
LEGAL DESCRIPTION

Sanitary Sewer
Facilities Easement
Por. 211-021-028
Address: RCTC to BNSF

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

That portion of Section 24, Township 2 South, Range 5 West, San Bernardino Meridian, lying within a strip of land 20.00 feet in width, the centerline being described as follows:

COMMENCING at the centerline intersection of Vine Street and 3rd Street as shown on Record of Survey on file in Book 134 at Page 47 thereof, Records of Riverside County, California;

Thence South 60°14'03" East, along the centerline of said 3rd Street, a distance of 541.03 feet to the centerline of Commerce Street (formerly Pachappa Avenue) as shown on said Record of Survey;

Thence North 60°14'03" West, along the centerline of said 3rd Street, a distance of 110.00 feet to the Northeasterly prolongation of the Southeasterly line of Olive Street (now vacated) as shown by map of the Town of Riverside, filed in Book 7, Page 17 of Maps, Records of San Bernardino County, California;

Thence South 29°44'39" West, along said Northeasterly prolongation and said Southeasterly line of Olive Street (now vacated), a distance of 232.00 feet to the **POINT OF BEGINNING** of said centerline description;

Thence South 60°14'03" East, a distance of 71.98 feet to the Northwesterly line of Commerce Street as described in that certain easement for street purposes granted to the City of Riverside by document recorded October 27, 1941, in Book 516, Page 578 et. seq., of Official Records of Riverside County, California, being the **TERMINATION** of said centerline description;

EXCEPTING THEREFROM that portion of said Section 24, lying Northwesterly of the following described line;

COMMENCING at the centerline intersection of Vine Street and 3rd Street as shown on Record of Survey on file in Book 134 at Page 47 thereof, Records of Riverside County, California;

Thence South 60°14'03" East, along the centerline of said 3rd Street, a distance of 541.03 feet to the centerline of Commerce Street (formerly Pachappa Avenue) as shown on said Record of Survey;

Thence North 60°14'03" West, along the centerline of said 3rd Street, a distance of 110.00 feet to the Northeasterly prolongation of the Southeasterly line of Olive Street (now vacated) as shown by map of the Town of Riverside, filed in Book 7, Page 17 of Maps, Records of San Bernardino County, California;

Thence South 29°44'39" West, along said Northeasterly prolongation and said Southeasterly line of Olive Street (now vacated), a distance of 120.00 feet;

EXHIBIT E - RCTC TO CITY SEWER EASEMENT (LEGAL DESC)

Thence South 60°14'03" East, a distance of 2.85 feet;

Thence North 34°46'52" East, a distance of 39.35 feet;

Thence South 55°13'08" East, a distance of 65.95 feet to the Northwestern line of Commerce Street as described in that certain easement for street purposes granted to the City of Riverside by document recorded October 27, 1941, in Book 516, Page 578 et. seq., of Official Records of Riverside County, California;


Thence South 29°45'00" West, along said Northwestern line, a distance of 69.00 feet to **POINT OF BEGINNING** of said line description;

Thence South 34°46'52" West, a distance of 242.81 feet to the **TERMINATION** of said line description.

The sidelines of said strip of land 20.00 feet in width shall be prolonged or shortened to terminate Southeasterly in said Northwestern line of Commerce Street as described in that certain easement for street purposes.

Area – 135 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.

By:  6/4/25
Eswin O. Vega, P.L.S. 9164 Date



LINE DATA		
SYM	BEARING	LENGTH
L1	S60°14'03"E	2.85'
L2	N34°46'52"E	39.35'

**SANITARY SEWER
FACILITIES EASEMENT**



RIVERSIDE WATER CO. CANAL
BNSF RR RIGHT OF WAY
(OLIVE ST.)
ELY LINE JURUPA RANCHO
S29°44'39"W

TOWN OF RIV.
M.B. 7/17 S.B. CO.
BLK. 3, RNG. 1

**SANITARY SEWER
FACILITIES EASEMENT**
FOR APN: 211-021-028
AREA = 135 S.F. ±

COMMERCE STREET
(FAMILY PACHAPPA AVE.)

STREET

**POR. SEC. 24,
T.28, R.5W, SBM.**

**WHITE'S
ADDITION
TO
RIVERSIDE**
M.B. 6/48 S.B. CO.
BLK. 2

• 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: EV

DATE: 8/27/24

SUBJECT: RCTC PAR. - APN 211-021-028

EXHIBIT "H"

NON-EXCLUSIVE ACCESS EASEMENT OVER 19,674 SQUARE FEET
OF THE LAND

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FOR RECORDER'S OFFICE USE ONLY

Project: 3rd Street Grade Separation
Por. APN: 211-021-001, 028, 211-022-031,
213-212-018 & 213-252-015
Address:
Caltrans Project: CML 5058(081)

ACCESS EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**, a public agency of the State of California, as Grantor(s), hereby grant(s) to the **BNSF RAILWAY COMPANY**, a Delaware corporation, as Grantee, its successors and assigns, an easement and right-of-way for the purpose of providing ingress and egress from Commerce Street to the facilities constructed and maintained by the Grantee, in, adjoining, under, upon, over and along that certain real property as described in **EXHIBIT "A"** attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

TOGETHER WITH the right to enter upon and to pass and repass over and along said real property by Grantee, its officers, agents and employees and by persons under contract with said Grantee and their officers, agents and employees, whenever and wherever necessary for the purpose of constructing, reconstructing, maintaining, operating, inspecting, repairing, replacing, relocating, renewing and removing said facilities.

Dated _____

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION,
a public agency of the State of California**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

ACKNOWLEDGMENT

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

State of California

County of _____

} ss

On _____, before me, _____,

notary public, personally appeared, _____

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

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

WITNESS my hand and official seal.

Notary Signature

EXHIBIT "A"
LEGAL DESCRIPTION

Access Easement
Por. 211-021-001 & 028
Por. 211-022-031
Por. 213-212-018
Por. 213-252-015
Por. Commerce Street (vacated)
Address: RCTC to BNSF

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

That portion of Sections 23 and 24, Township 2 South, Range 5 West, San Bernardino Meridian, Lots 1 and 28 in Block 2 and Commerce Street (formerly Pachappa Avenue) vacated of White's Addition to Riverside, as shown by Map on file in Book 6, Page 48 of Maps, Records of San Bernardino County, California, described as follows:

COMMENCING at the centerline intersection of Vine Street and 3rd Street as shown on Record of Survey on file in Book 134 at Page 47 thereof, Records of Riverside County, California;

Thence South 60°14'03" East, along the centerline of said 3rd Street, a distance of 541.03 feet to the centerline of Commerce Street (formerly Pachappa Avenue) as shown on said Record of Survey;

Thence North 60°14'03" West, along the centerline of said 3rd Street, a distance of 110.00 feet to the Northeasterly prolongation of the Southeasterly line of Olive Street (now vacated) as shown by map of the Town of Riverside, filed in Book 7, Page 17 of Maps, Records of San Bernardino County, California;

Thence South 29°44'39" West, along said Northeasterly prolongation and said Southeasterly line of Olive Street (now vacated), a distance of 120.00 feet;

Thence South 60°14'03" East, a distance of 2.85 feet;

Thence North 34°46'52" East, a distance of 39.35 feet;

Thence South 55°13'08" East, a distance of 65.95 feet to the Northwesterly line of Commerce Street as described in that certain easement for street purposes granted to the City of Riverside by document recorded October 27, 1941, in Book 516, Page 578 et. seq., of Official Records of Riverside County, California;

Thence South 29°45'00" West, along said Northwesterly line, a distance of 69.00 feet to the **POINT OF BEGINNING** of the parcel of land to be described;

Thence the following lines and curve are hereinafter referred to as Course "A";

South 34°46'52" West, a distance of 242.81 feet;

South 34°41'22" West, a distance of 67.85 feet;

Southwesterly on a non-tangent curve concave Southeasterly, having a radius 3,807.83 feet, through an angle of 04°20'18", an arc length of 288.33 feet (the initial radial line bears North 55°35'38" West);

South 30°01'22" West, a distance of 6.23 feet;

South 29°56'27" West, a distance of 6.23 feet;

South 29°52'14" West, a distance of 6.24 feet;

South 29°48'43" West, a distance of 6.24 feet;

South 29°45'54" West, a distance of 6.24 feet;

South 29°43'48" West, a distance of 6.24 feet;

South 29°42'23" West, a distance of 4.16 feet;

South 29°41'52" West, a distance of 8.33 feet;

South 29°41'34" West, a distance of 502.02 feet, being the termination of said Course "A";

Thence South 16°35'36" East, a distance of 36.84 feet;

Thence Southwesterly on a tangent curve concave Westerly, having a radius 10.00 feet, through an angle of 46°15'38", an arc length of 8.07 feet;

Thence South 29°40'02" West, a distance of 15.29 feet;

Thence South 60°19'58" East, a distance of 35.61 feet to a line parallel with and distant 12.00 feet Northwesterly, measured at right angles from the centerline of Commerce Street as shown on said Record of Survey;

Thence North 29°45'20" East along said parallel line, a distance of 21.91 feet;

Thence North 60°19'58" West, a distance of 12.49 feet;

Thence North 08°28'07" West, a distance of 69.38 feet to a line parallel with and distant 10.00 feet Southeasterly, measured at right angles from the above described Course "A";

Thence the following lines and curve are along said parallel line with Course "A";

North 29°41'34" East, a distance of 473.53 feet;

North 29°41'52" East, a distance of 8.33 feet;

North 29°42'23" East, a distance of 4.16 feet;

North 29°43'48" East, a distance of 6.24 feet;

North 29°45'54" East, a distance of 6.23 feet;

North 29°48'43" East, a distance of 6.23 feet;

North 29°52'14" East, a distance of 6.23 feet;

North 29°56'27" East, a distance of 6.22 feet;

North 30°01'22" East, a distance of 6.22 feet;

Northeasterly on a non-tangent curve concave Southeasterly, having a radius 3,797.83 feet, through an angle of 04°20'17", an arc length of 287.54 feet (the initial radial line bears North 59°55'56" West);

North 34°41'22" East, a distance of 67.82 feet;

North 34°46'52" East, a distance of 190.28 feet;

Thence leaving said parallel line North 43°40'21" East, a distance of 101.22 feet;

Thence South 54°25'40" East, a distance of 38.09 feet;

Thence South 36°39'43" West, a distance of 111.65 feet;

Thence South 29°52'39" West, a distance of 89.43 feet;

Thence North 36°42'56" East, a distance of 0.27 feet;

Thence South 60°12'37" East, a distance of 14.00 feet to the Easterly line of said Commerce Street (vacated);

Thence North 29°45'00" East along said Easterly line, a distance of 48.65 feet;

Thence North 36°42'56" East, a distance of 172.75 feet;

Thence Northwesterly on a non-tangent curve concave Northeasterly, having a radius 801.00 feet, through an angle of 01°02'12", an arc length of 14.49 feet (the initial radial line bears South 33°44'40" West);

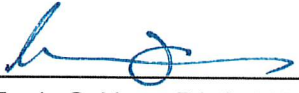
Thence North 55°13'08" West, a distance of 54.24 feet;

Thence South 70°43'24" West, a distance of 24.70 feet to the Northeasterly prolongation of the above described course which bears "South 34°46'52" West, a distance of 242.81 feet";

Thence South 34°46'52" West along said Northeasterly prolongation, a distance of 48.73 feet to the **POINT OF BEGINNING**.

Area – 19,674 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.

By:  6/5/25
Eswin O. Vega, P.L.S. 9164 Date



LINE DATA		
SYM	BEARING	LENGTH
L1	S60°14'03"E	2.85'
L2	N34°46'52"E	39.35'

ACCESS EASEMENT



STREET

RIVERSIDE WATER CO. CANAL
BNSF RR RIGHT OF WAY
(OLIVE ST.)

TOWN OF RIV.
M.B. 7/17 S.B. CO.
BLK. 3, PNG. 1

POR. SEC. 24
T.2S, R.5W, S.B.M.
10/27/1941, BOOK 516,
PAGE 578 ET SEQ. O.R.
COURSE "A"

ACCESS EASEMENT
AREA=19,674 S.F.±

COMMERCE ST.
(F'MLY PACHAPPA AVE.)

WHITE'S
ADDITION
TO
RIVERSIDE
M.B. 6/48 S.B. CO.
BLK. 2

SEE SHEET 2

POR. APN: 211-021-001 & 028
POR. APN: 211-022-031
POR. APN: 213-212-018
POR. APN: 213-252-015
POR. COMMERCE ST.-VACATED

• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 3

SCALE: 1"=50'

DRAWN BY: EV

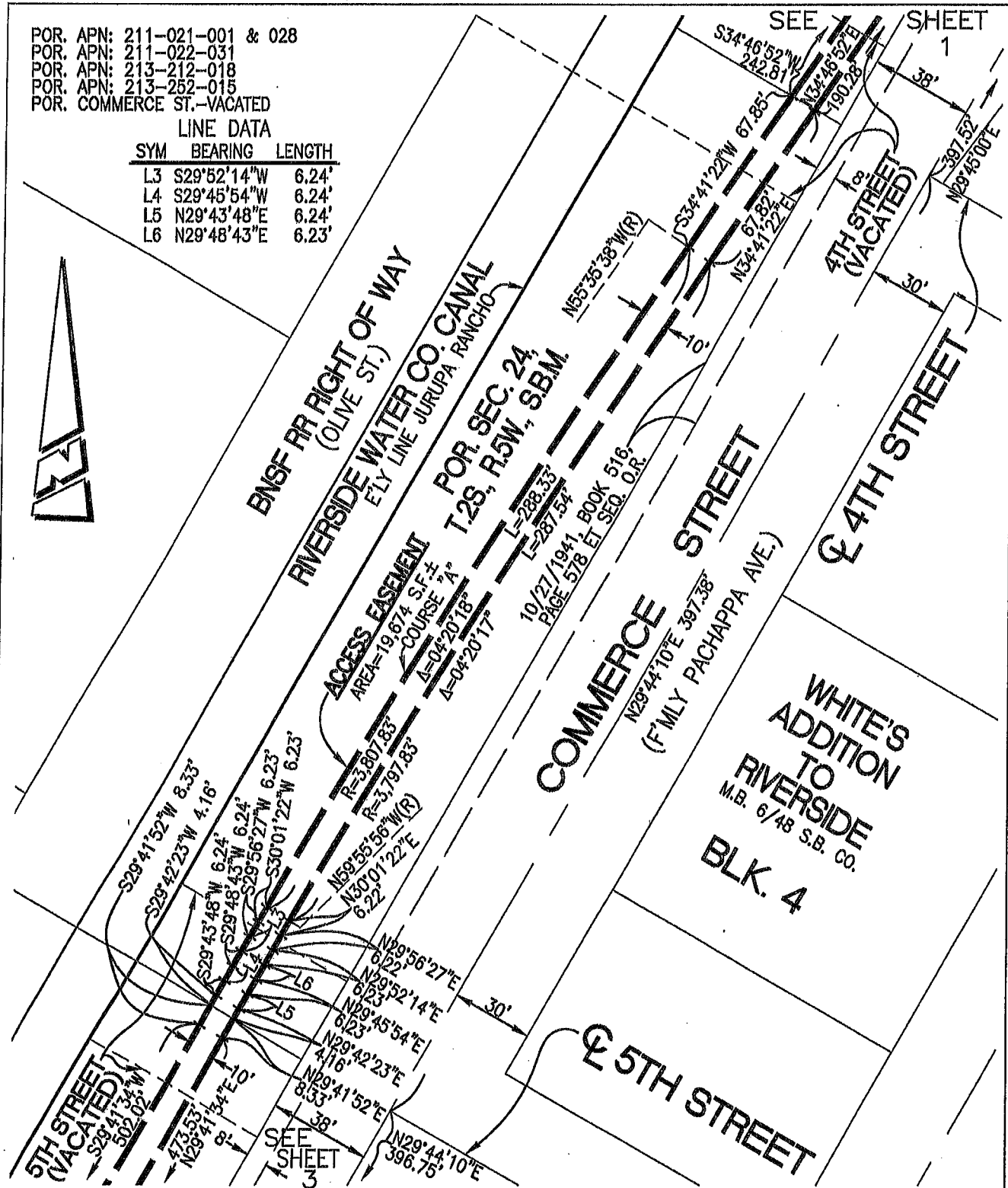
DATE: 8/28/24

SUBJECT: RCTC PAR. - ACCESS EASEMENT

POR. APN: 211-021-001 & 028
 POR. APN: 211-022-031
 POR. APN: 213-212-018
 POR. APN: 213-252-015
 POR. COMMERCE ST.-VACATED

LINE DATA

SYM	BEARING	LENGTH
L3	S29°52'14"W	6.24'
L4	S29°45'54"W	6.24'
L5	N29°43'48"E	6.24'
L6	N29°48'43"E	6.23'



• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 2 OF 3

SCALE: 1"=50'

DRAWN BY: EV

DATE: 8/28/24

SUBJECT: RCTC PAR. - ACCESS EASEMENT

POR. APN: 211-021-001 & 028
 POR. APN: 211-022-031
 POR. APN: 213-212-018
 POR. APN: 213-252-015
 POR. COMMERCE ST.-VACATED

TOWN OF RIV.
 M.B. 7/17 S.B. CO.
 BLK. 6, RNG. 1



BNSF RR RIGHT OF WAY
 (OLIVE ST.)
 RIVERSIDE WATER CO. CANAL
 TERMINATION OF COURSE "A"
 ELY LINE JURUPA RANCHO

POR. SEC. 23
 T.2S., R.5W., S.B.M.
 10/27/1941, BOOK 516,
 PAGE 578 ET SEQ. O.R.

COMMERCE STREET
 (F'MLY PACHAPPA AVE.)
 N29°45'20"E 412.35'

WHITE'S
 ADDITION
 TO
 RIVERSIDE
 M.B. 6/48 S.B. CO.
 BLK. 8

MISSION INN
 AVENUE
 (F'MLY 7TH ST.)
 N60°12'26"W 540.71'

SEE SHEET 2

6TH STREET
 (VACATED)
 S29°41'34"W 502.02'

ACCESS EASEMENT
 AREA=19,674 S.F.±

N29°44'10"E
 396.75'

R=10.00'
 $\Delta=46^{\circ}15'38''$
 $L=8.07'$
 S29°40'02"W 15.29'
 S60°19'58"E 35.61'

N08°28'07"W 69.38'
 N60°19'58"W 12.49'
 N29°45'20"E 21.91'

• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 3 OF 3

SCALE: 1"=50'

DRAWN BY: EV

DATE: 8/28/24

SUBJECT: RCTC PAR. - ACCESS EASEMENT

EXHIBIT "I"

COMMERCE STEET VACATION PARCEL 3

When recorded mail to:

SURVEYOR
City of Riverside
Public Works Department
3900 Main Street
Riverside, California 92522

FREE RECORDING
This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without
fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: 3rd Street Grade Separation
APN: Por. of Commerce St. Vac – Par. 3
Address: none
Caltrans Project: CML 5058(081)

DX -

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **CITY OF RIVERSIDE, a California charter city and municipal corporation**, does hereby remise, release, and forever quitclaim to **RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency of the State of California**, the real property located in the City of Riverside, County of Riverside, State of California as described in **EXHIBIT "A"** attached hereto and incorporated herein by this reference.

Dated _____ 20____

**CITY OF RIVERSIDE, a California charter city and
municipal corporation**

By: _____
Mike Futrell, City Manager

Attest: _____
Donesia Gause, City Clerk

ACKNOWLEDGMENT

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

State of California

County of _____

} ss

On _____, before me, _____,

notary public, personally appeared, _____

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

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

WITNESS my hand and official seal.

Notary Signature

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

CERTIFICATE OF ACCEPTANCE

This Certificate of Acceptance pertains to the interest in real property conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached,

from: **CITY OF RIVERSIDE, a California charter city and municipal corporation**

to: **RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency of the State of California ("Grantee")**

Said Grant Deed is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority conferred by the Grantee's governing board on November 9, 2016, and Grantee hereby consents to recordation of said Grant Deed.

Dated: _____

**RIVERSIDE COUNTY TRANSPORTATION
COMMISSION, a public agency of the
State of California**

By: _____
Aaron Hake
Executive Director

EXHIBIT "A"
LEGAL DESCRIPTION

Quitclaim Deed
Commerce St Vacation

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

PARCEL 3

That portion of Commerce Street (formerly Pachappa Avenue) of White's Addition to Riverside, as shown by Map on file in Book 6, Page 48 of Maps, Records of San Bernardino County, California and that portion of Commerce Street as described in that certain easement for street purposes granted to the City of Riverside by document recorded October 27, 1941, in Book 516, Page 578 et. seq., of Official Records of Riverside County, California, lying in Sections 23 and 24, Township 2 South, Range 5 West, San Bernardino Meridian, described as follows:

COMMENCING at the centerline intersection of Vine Street and 3rd Street as shown on Record of Survey on file in Book 134 at Page 47 thereof, Records of Riverside County, California;

Thence South 60°14'03" East, along the centerline of said 3rd Street, a distance of 541.03 feet to the centerline of Commerce Street (formerly Pachappa Avenue) as shown on said Record of Survey;

Thence North 60°14'03" West, along the centerline of said 3rd Street, a distance of 110.00 feet to the Northeasterly prolongation of the Southeasterly line of Olive Street (now vacated) as shown by map of the Town of Riverside, filed in Book 7, Page 17 of Maps, Records of San Bernardino County, California;

Thence South 29°44'39" West, along said Northeasterly prolongation and said Southeasterly line of Olive Street (now vacated), a distance of 120.00 feet;

Thence South 60°14'03" East, a distance of 2.85 feet;

Thence North 34°46'52" East, a distance of 39.35 feet;

Thence South 55°13'08" East, a distance of 65.95 feet to the Northwesterly line of Commerce Street as described in said easement;

Thence South 29°45'00" West, along said Northwesterly line, a distance of 69.00 feet to the **POINT OF BEGINNING** of the parcel of land to be described;

Thence North 34°46'52" East, a distance of 48.73 feet;

Thence North 70°43'24" East, a distance of 24.70 feet to the Southeasterly prolongation of a course which bears South 55°13'08" East, a distance of 65.95 feet described above;

Thence South 55°13'08" East, along said Southeasterly prolongation, a distance of 47.71 feet to the Southeasterly line of said Commerce Street (formerly Pachappa Avenue);

Thence South 29°45'00" West, along said Southeasterly line, a distance of 221.84 feet;

Thence North 60°12'37" West, a distance of 14.00 feet;

Thence South 36°42'56" West, a distance of 83.18 feet;

Thence on a curve concave Southeasterly, having a radius of 3776.72 feet, through an angle of 01°22'17", an arc length of 90.41 feet to a line parallel with and 4.00 feet Northwesterly, measured at right angles from the centerline of said Commerce Street (formerly Pachappa Avenue);

Thence South 29°44'10" West, along said parallel line, a distance of 294.40 feet;

Thence on a non-tangent curve concave Southeasterly, having a radius of 67.50 feet, through an angle of 11°04'00", an arc length of 13.04 feet (the initial radial line bears North 16°48'35" West) to a line parallel with and 12.00 feet Northwesterly, measured at right angles from the centerline of said Commerce Street (formerly Pachappa Avenue);

Thence South 29°44'10" West, along said parallel line, a distance of 400.17 feet;

Thence South 29°45'20" West, continuing along said parallel line, a distance of 353.27 feet;

Thence South 89°47'34" West, a distance of 19.13 feet to the Northerly line of Mission Inn Avenue (formerly 7th Street) as shown on said Record of Survey;

Thence North 60°12'26" West, along said Northerly line, a distance of 9.42 feet to the Northwesterly line of Commerce Street (formerly Pachappa Avenue) as described in said easement;

Thence the following four (4) courses along the Northwesterly line of said Commerce Street (formerly Pachappa Avenue);

North 29°45'20" East, a distance of 362.82 feet;

North 29°44'10" East, a distance of 396.74 feet;


North 29°44'10" East, a distance of 397.38 feet;

North 29°45'00" East, a distance of 241.97 feet to the **POINT OF BEGINNING**.

Area – 52,535 S.F. more or less

SUBJECT TO easement reservations described in City of Riverside Resolution No. 24218, appurtenant to the above described parcel.

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

By:  5/22/25
Eswin O. Vega, P.L.S. 9164 Date



TOWN OF RIV.
M.B. 7/17 S.B. CO.
BLK. 2, RNG. 1

RIVERSIDE WATER CO. CANAL
COMMERCE STREET

ELY LINE JURUPA RANCHO
ATCHISON, TOPEKA AND
SANTA FE RAILWAY CO.
POR. SEC. 24,
T.2S., R.5W., S.B.M.



TO VINE ST.
E 3RD
N60°14'03"W 541.03'
MON. CL
N55°13'08"W 440.08'
CONST. CL

LINE DATA		
SYM	BEARING	LENGTH
L1	S60°14'03"E	2.85'
L2	N34°46'52"E	39.35'

TOWN OF RIV.
M.B. 7/17 S.B. CO.
BLK. 3, RNG. 1

STREET

RIVERSIDE WATER CO. CANAL 22'
BNSF RR RIGHT OF WAY
(OLIVE ST.)

ELY LINE JURUPA RANCHO
POR. SEC. 24,
T.2S., R.5W., S.B.M.
STREET VACATION
AREA = 52,535 S.F.±
P.O.B.

N29°45'00"E
241.97'

SEE SHEET 2

COMMERCE STREET
N34°46'52"E 48.73'
N70°43'24"E 24.70'
N29°45'00"E 397.52'
(F'MLY PACHAPPA
S29°45'00"W 221.84')
R=750.00'
51'

WHITE'S
ADDITION
TO
RIVERSIDE
BLK. 2
M.B. 9/28 S.B. CO.

• 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.

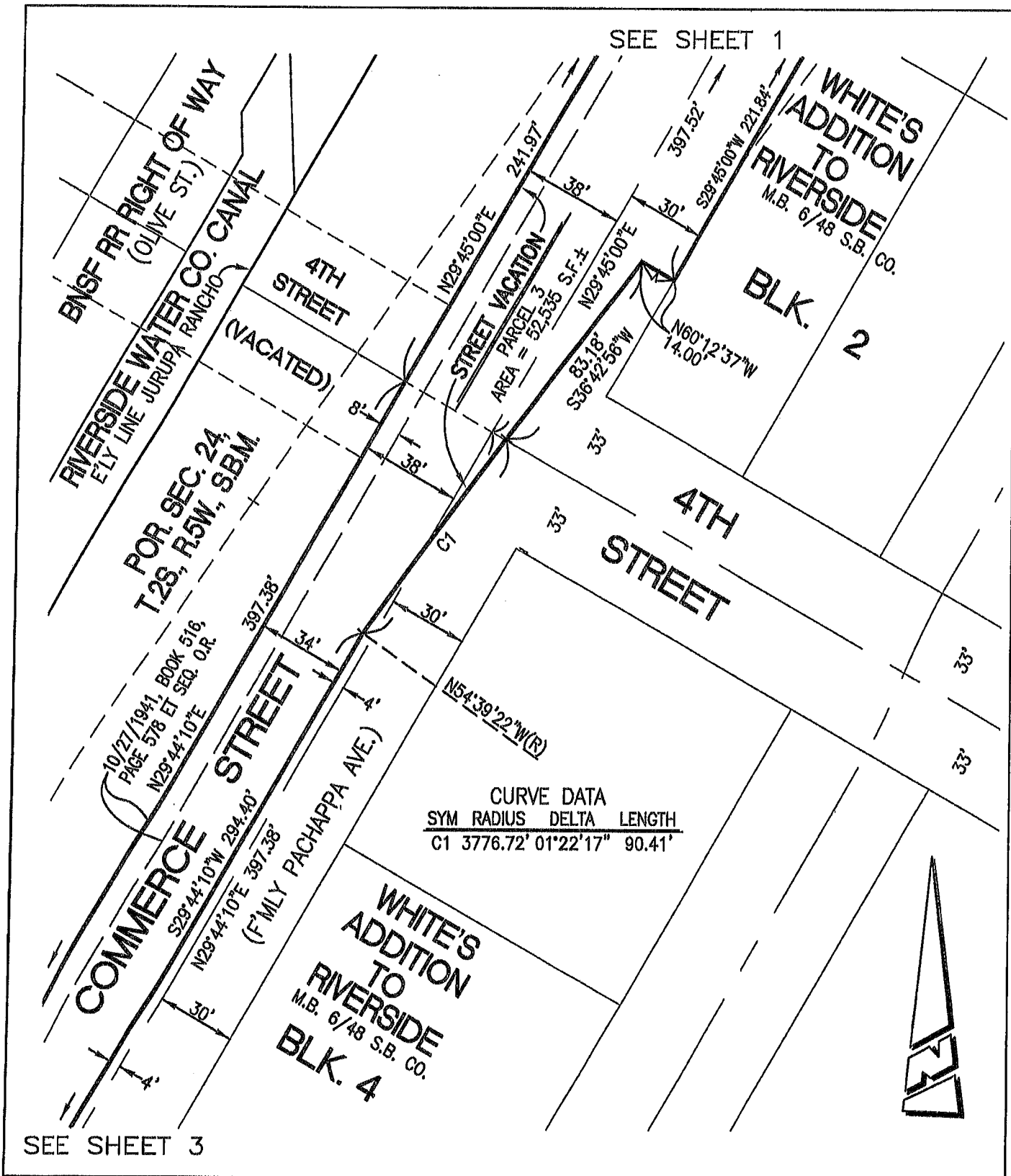
SHEET 1 OF 4

SCALE: 1"=50'

DRAWN BY: EV

DATE: 8/27/24

SUBJECT: COMMERCE STREET



• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 2 OF 4.

SCALE: 1"=50'

DRAWN BY: EV

DATE: 8/27/24

SUBJECT: COMMERCE STREET



BNSF RR RIGHT OF WAY
(OLIVE ST.)

RIVERSIDE WATER CO. CANAL
ELY LINE JURUPA RANCHO

FOR SEC. 24,
T.2S., R.5W., S.B.M.

STREET VACATION
AREA = 52,535 S.F.±

COMMERCE STREET
(FAMILY PACHAPPA AVE.)

WHITE'S
ADDITION
TO
RIVERSIDE
M.B. 6/48 S.B. CO.
BLK. 6

SEE SHEET 2

SYM	RADIUS	DELTA	LENGTH
C2	67.50'	11°04'00"	13.04'

SEE SHEET 4

• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 3 OF 4

SCALE: 1"=50'

DRAWN BY: EV

DATE: 8/27/24

SUBJECT: COMMERCE STREET



TOWN OF RIV.
M.B. 7/17 S.B. CO.
BLK. 6, RNG. 1

SEE SHEET 3

BNSF RR RIGHT OF WAY
(OLIVE ST.)
RIVERSIDE WATER CO. CANAL
E'LY LINE JURUPA RANCHO

POR. SEC. 23
T.2S., R.5W., S.B.M.

10/27/1941, BOOK 516,
PAGE 578 ET SEQ. O.R.
N29°45'20"E

COMMERCE STREET
S29°45'20"W
N29°45'20"E 412.35'

STREET VACATION
PARCEL 3
AREA = 52,535 S.F.±
362.82'

6TH STREET
(VACATED)
353.27'
(F'MLY PACHAPPA AVE.)

WHITE'S
ADDITION
TO
RIVERSIDE
M.B. 6/48 S.B. CO.
BLK. 8

6TH STREET

MISSION INN
AVENUE
(F'MLY 7TH ST.)
N60°12'26"W 540.71'
N60°12'26"W 9.42'

S89°47'34"W 19.13'

• 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 4 OF 4

SCALE: 1"=50'

DRAWN BY: EV

DATE: 8/27/24

SUBJECT: COMMERCE STREET

EXHIBIT "J"

GRANT DEED FOR FEE SIMPLE OVER 1,813 SQUARE FEET MORE OR LESS
OF THE LAND

When recorded mail to:

SURVEYOR
City of Riverside
Public Works Department
3900 Main Street
Riverside, California 92522

FREE RECORDING
This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without
fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: 3rd Street Grade Separation
Por. APN: 211-021-001
Address: 2660 3rd Street
Caltrans Project: CML 5058(081)

DX -

GRANT DEED

CITY OF RIVERSIDE, a California charter city and municipal corporation, Grantor(s), FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do(es) hereby grant to **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**, a public agency of the State of California, as Grantee, its successors and assigns, the real property as described in **EXHIBIT "A"** attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

Dated _____ 20____

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
Mike Futrell, City Manager

Attest: _____
Donesia Gause, City Clerk

ACKNOWLEDGMENT

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

State of California

County of _____ } ss

On _____, before me, _____,

notary public, personally appeared, _____

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

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

WITNESS my hand and official seal.

Notary Signature

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

CERTIFICATE OF ACCEPTANCE

This Certificate of Acceptance pertains to the interest in real property conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached,

from: **CITY OF RIVERSIDE, a California charter city and municipal corporation**

to: **RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency of the State of California ("Grantee")**

Said Grant Deed is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority conferred by the Grantee's governing board on November 9, 2016, and Grantee hereby consents to recordation of said Grant Deed.

Dated: _____

**RIVERSIDE COUNTY TRANSPORTATION
COMMISSION, a public agency of the
State of California**

By: _____
Aaron Hake
Executive Director

EXHIBIT "A"
LEGAL DESCRIPTION

City to R.C.T.C.
Por. APN 211-021-001
Address: 2660 3rd Street

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

That portion of Lots 1 and 28 in Block 2 of White's Addition to Riverside, as shown by Map on file in Book 6, Page 48 of Maps, Records of San Bernardino County, California, described as follows:

COMMENCING at the centerline intersection of Vine Street and 3rd Street as shown on Record of Survey on file in Book 134 at Page 47 thereof, Records of Riverside County, California;

Thence South 60°14'03" East, along the centerline of said 3rd Street, a distance of 541.03 feet to the centerline of Commerce Street (formerly Pachappa Avenue) as shown on said Record of Survey;

Thence North 60°14'03" West, along the centerline of said 3rd Street, a distance of 110.00 feet to the Northeasterly prolongation of the Southeasterly line of Olive Street (now vacated) as shown by map of the Town of Riverside, filed in Book 7, Page 17 of Maps, Records of San Bernardino County, California;

Thence South 29°44'39" West, along said Northeasterly prolongation and said Southeasterly line of Olive Street (now vacated), a distance of 120.00 feet;

Thence South 60°14'03" East, a distance of 2.85 feet;

Thence North 34°46'52" East, a distance of 39.35 feet;

Thence South 55°13'08" East, a distance of 134.21 feet to the Southeasterly line of Commerce Street as shown on said Record of Survey, said line being the Northwesterly line of said Lot 1, being the **POINT OF BEGINNING** of the parcel of land to be described;

Thence continuing South 55°13'08" East, a distance of 6.53 feet;


Thence on a curve concave northeasterly, having a radius of 801.00 feet, through a central angle of 01°02'12", an arc length of 14.49 feet;

Thence South 36°42'56" West, a distance of 172.75 feet to the Southeasterly line of said Commerce Street, being the Northwesterly line of said Lot 28;

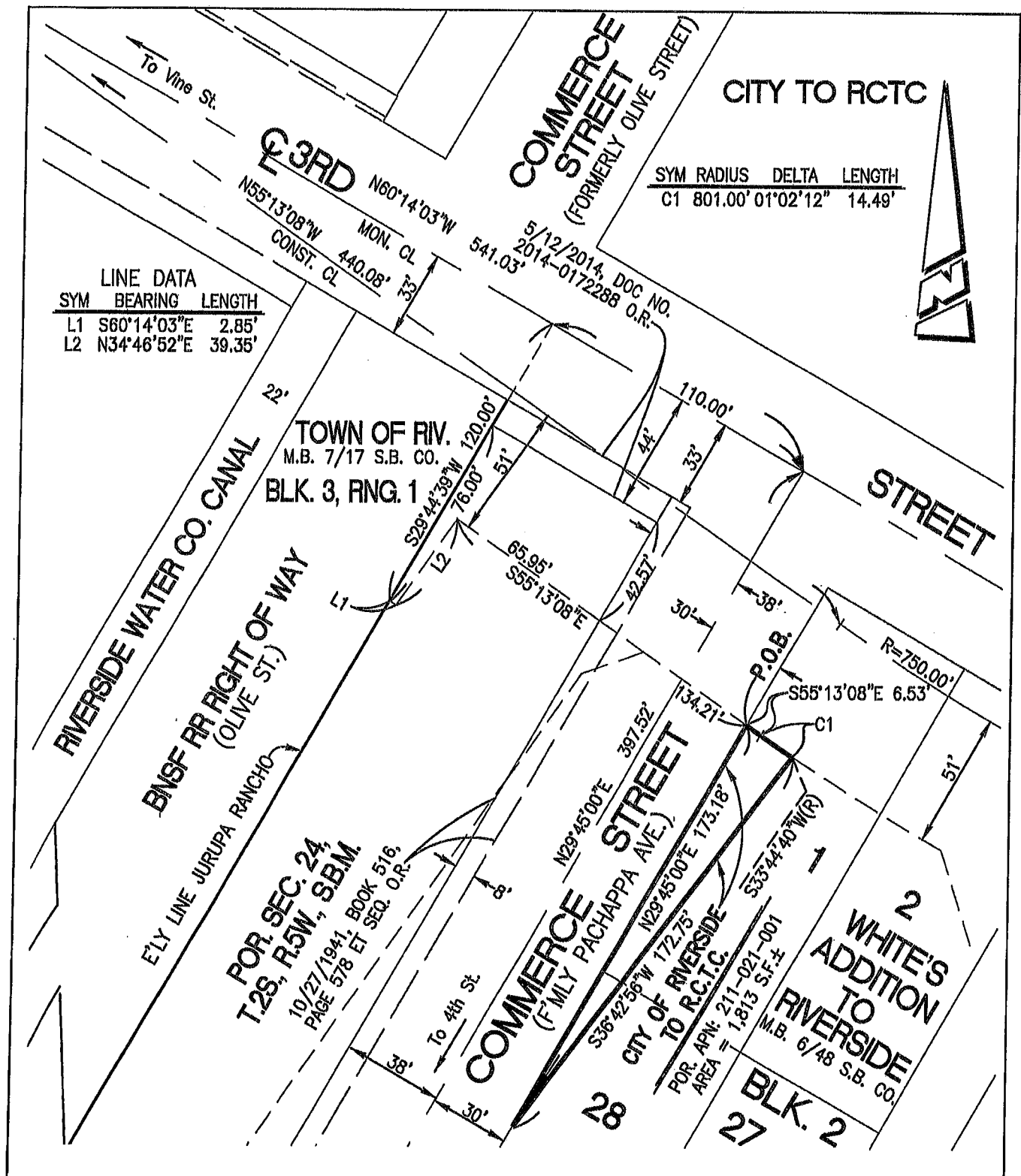
Thence North 29°45'00" East, along said Southeasterly line, a distance of 173.18 feet to the **POINT OF BEGINNING**.

Area – 1,813 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.

By:  6/3/25
Eswin O. Vega, P.L.S. 9164 Date





• 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: EV

DATE: 8/27/24

SUBJECT: 2660 COMMERCE ST. - CITY TO RCTC

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without
fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: 3rd Street Grade Separation
Por. APN: 211-021-028, 211-022-031,
213-212-018 & 213-252-015
Address:
Caltrans Project: CML 5058(081)

D -

GRANT DEED

RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency of the State of California, Grantor(s), FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do(es) hereby grant to the **CITY OF RIVERSIDE**, a California charter city and municipal corporation, as Grantee, its successors and assigns, the real property as described in **Exhibit "A"** attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

Dated _____

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION,
a public agency of the State of California**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

ACKNOWLEDGMENT

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

State of California

County of _____

} ss

On _____, before me, _____,

notary public, personally appeared, _____

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

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

WITNESS my hand and official seal.

Notary Signature

**CERTIFICATE OF ACCEPTANCE
(Government Code Section §27281)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, a California charter city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 23439 of said City Council adopted May 14th, 2019, and the grantee consents to recordation thereof by its duly authorized officer.

DATED _____

CITY OF RIVERSIDE

By: _____
Jennifer Lilley
Community & Economic
Development Director

EXHIBIT "A"
LEGAL DESCRIPTION

Fee Simple Interest
Por. 211-021-028
Por. 211-022-031
Por. 213-212-018
Por. 213-252-015
Address: RCTC to CITY

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

That portion of Sections 23 and 24, Township 2 South, Range 5 West, San Bernardino Meridian, described as follows:

COMMENCING at the centerline intersection of Vine Street and 3rd Street as shown on Record of Survey on file in Book 134 at Page 47 thereof, Records of Riverside County, California;

Thence South 60°14'03" East, along the centerline of said 3rd Street, a distance of 541.03 feet to the centerline of Commerce Street (formerly Pachappa Avenue) as shown on said Record of Survey;

Thence North 60°14'03" West, along the centerline of said 3rd Street, a distance of 110.00 feet to the Northeasterly prolongation of the Southeasterly line of Olive Street (now vacated) as shown by map of the Town of Riverside, filed in Book 7, Page 17 of Maps, Records of San Bernardino County, California;

Thence South 29°44'39" West, along said Northeasterly prolongation and said Southeasterly line of Olive Street (now vacated), a distance of 120.00 feet to the **POINT OF BEGINNING** of the parcel of land to be described;

Thence South 60°14'03" East, a distance of 2.85 feet;

Thence North 34°46'52" East, a distance of 39.35 feet;

Thence South 55°13'08" East, a distance of 65.95 feet to the Northwesterly line of Commerce Street as described in that certain easement for street purposes granted to the City of Riverside by document recorded October 27, 1941, in Book 516, Page 578 et. seq., of Official Records of Riverside County, California;

Thence South 29°45'00" West, along said Northwesterly line, a distance of 69.00 feet;

Thence South 34°46'52" West, a distance of 242.81 feet;

Thence South 34°41'22" West, a distance of 67.85 feet;

Thence Southwesterly on a non-tangent curve concave Southeasterly, having a radius 3,807.83 feet, through an angle of 04°20'18", an arc length of 288.33 feet (the initial radial line bears North 55°35'38" West);

Thence South 30°01'22" West, a distance of 6.23 feet;

Thence South 29°56'27" West, a distance of 6.23 feet;

Thence South 29°52'14" West, a distance of 6.24 feet;

Thence South 29°48'43" West, a distance of 6.24 feet;

Thence South 29°45'54" West, a distance of 6.24 feet;

Thence South 29°43'48" West, a distance of 6.24 feet;

Thence South 29°42'23" West, a distance of 4.16 feet;

Thence South 29°41'52" West, a distance of 8.33 feet;

Thence South 29°41'34" West, a distance of 751.50 feet to the Northerly line of Mission Inn Avenue (formerly 7th Street) as shown on said Record of Survey;

Thence North 60°12'26" West, along said Northerly line, a distance of 32.89 feet to the Southeasterly line of Olive Street (now vacated) as shown by said map of the Town of Riverside, also being the Easterly line of the Jurupa Rancho as shown on said Record of Survey;

Thence North 29°44'39" East along said Easterly line of Jurupa Rancho, a distance of 1,434.44 feet to the **POINT OF BEGINNING**.

Area – 59,724 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.

By: 

Eswin O. Vega, P.L.S. 9164

5/20/25

Date



LINE DATA		
SYM	BEARING	LENGTH
L1	S60°14'03"E	2.85'
L2	N34°46'52"E	39.35'

3RD

N60°14'03"W
MON. CL
N55°13'08"W 440.08' ±
CONST. CL

5/12/2014, DOC NO.
2014-0172288 O.R.



RIVERSIDE WATER CO. CANAL
BNSF RR RIGHT OF WAY
(OLIVE ST.)

TOWN OF RIV.
M.B. 7/17 S.B. CO.
BLK. 3, RNG. 1

POR. SEC. 24,
T.2S, R.5W, S.B.M.
10/27/1941, BOOK 516,
PAGE 578 ET SEQ. O.R.

FEE SIMPLE INTEREST
POR. APN: 211-021-028
POR. APN: 213-022-031
POR. APN: 213-252-018
AREA = 59.724 S.F. ±
S34°46'52"W 242.81'

COMMERCE STREET
(F'MLY PACHAPPA AVE.)

STREET

WHITE'S
ADDITION
TO
RIVERSIDE
M.B. 6/48 S.B. CO.

BLK. 2

SEE SHEET 2

• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE
ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 3

SCALE: 1"=50'

DRAWN BY: EV

DATE: 12/11/24

SUBJECT: RCTC PAR. - APN 211-021-028 - 213-252-015



SUBJECT: RCTC PAR. - APN 211-021-028 - 213-252-015



TOWN OF RIV.
M.B. 7/17 S.B. CO.
BLK. 6, RNG. 1

SEE SHEET
2

BNSF RR RIGHT OF WAY
(OLIVE ST.)
RIVERSIDE WATER CO. CANAL
N29°44'39"E
1434.44' E'LY LINE JURUPA RANCHO

POR. SEC. 23,
T.2S., R.5W., SB.M.
S29°41'34"W 751.50'

10/27/1941, BOOK 516,

6TH STREET
(VACATED)

FEE SIMPLE INTEREST
POR. APN: 211-021-028, 211-022-031
POR. APN: 213-212-018, 213-252-015
AREA = 59.724 S.F.±

COMMERCE STREET
(F'MLY PACHAPPA AVE.)
N29°45'20"E 412.35'

6TH STREET

WHITE'S
ADDITION
TO
RIVERSIDE
M.B. 6/48 S.B. CO.
BLK. 8

49.50'
32.89'
72.00'
80.00'
N60°12'26"W
N60°12'26"W 540.71'

MISSION INN
AVENUE
(F'MLY 7TH ST.)

• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE
ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 3 OF 3

SCALE: 1"=50'

DRAWN BY: EV

DATE: 12/11/24

SUBJECT: RTC PAR. - APN 211-021-028 - 213-252-015

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without
fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: 3rd Street Grade Separation
Por. APN: 211-021-028
Address:
Caltrans Project: CML 5058(081)

D -

GRANT DEED

RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency of the State of California, Grantor(s), FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do(es) hereby grant to the **CITY OF RIVERSIDE, a California charter city and municipal corporation**, as Grantee, its successors and assigns, the real property as described in **Exhibit "A"** attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

Dated _____

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION,
a public agency of the State of California**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

ACKNOWLEDGMENT

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

State of California

County of _____

} ss

On _____, before me, _____,

notary public, personally appeared, _____

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

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

WITNESS my hand and official seal.

Notary Signature

**CERTIFICATE OF ACCEPTANCE
(Government Code Section §27281)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, a California charter city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 23439 of said City Council adopted May 14th, 2019, and the grantee consents to recordation thereof by its duly authorized officer.

DATED _____

CITY OF RIVERSIDE

By: _____
Jennifer Lilley
Community & Economic
Development Director

EXHIBIT "A"
LEGAL DESCRIPTION

Fee Simple Interest
Por. APN: 211-021-028
Address: RCTC Parcel

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

That portion Section 24, Township 2 South, Range 5 West, San Bernardino Meridian, described as follows:

COMMENCING at the centerline intersection of Vine Street and 3rd Street as shown on Record of Survey on file in Book 134 at Page 47 thereof, Records of Riverside County, California;

Thence South 60°14'03" East, along the centerline of said 3rd Street, a distance of 541.03 feet to the centerline of Commerce Street (formerly Pachappa Avenue) as shown on said Record of Survey;

Thence North 60°14'03" West, along the centerline of said 3rd Street, a distance of 110.00 feet to the Northeasterly prolongation of the Southeasterly line of Olive Street (now vacated) as shown by map of the Town of Riverside, filed in Book 7, Page 17 of Maps, Records of San Bernardino County, California;

Thence South 29°44'39" West, along said Northeasterly prolongation and said Southeasterly line of Olive Street (now vacated), a distance of 44.00 feet to the most Westerly corner of that certain parcel of land described in Grant of Easement to the City of Riverside by document recorded May 12, 2014 as Document No. 2014-0172288, Official Records of Riverside County, California, said corner being the **POINT OF BEGINNING** of the parcel of land to be described;

Thence continuing South 29°44'39" West, along said Southeasterly line of Olive Street (now vacated), a distance of 76.00 feet;

Thence South 60°14'03" East, a distance of 2.85 feet;

Thence North 34°46'52" East, a distance of 39.35 feet;


Thence South 55°13'08" East, a distance of 65.95 feet to the Northwesterly line of Commerce Street as described in that certain easement for street purposes granted to the City of Riverside by document recorded October 27, 1941, in Book 516, Page 578 et. seq., of Official Records of Riverside County, California;

Thence North 29°45'00" East, along said Northwesterly line, a distance of 42.57 feet to the Northeasterly line of said Grant of Easement;

Thence North 60°14'03" West, along said Northeasterly line, a distance of 72.00 feet to the **POINT OF BEGINNING**.

Area – 3,018 S.F. more or less

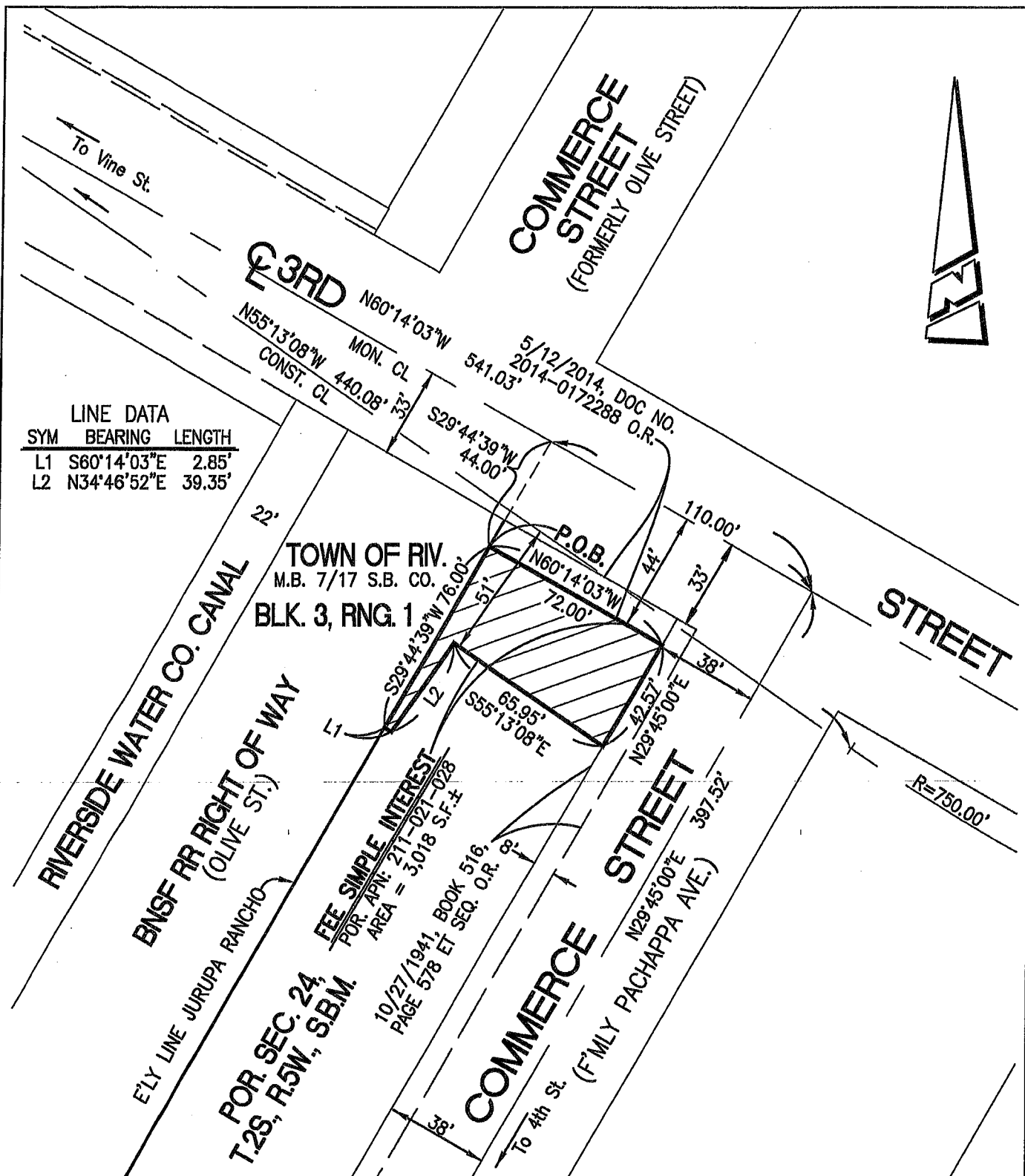
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

By:  5/21/25
Eswin O. Vega, P.L.S. 9164 Date





LINE DATA		
SYM	BEARING	LENGTH
L1	S60°14'03"E	2.85'
L2	N34°46'52"E	39.35'



• 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: EV

DATE: 12/11/24

SUBJECT: RCTC PARCEL - R/W - APN 211-021-028

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FOR RECORDER'S OFFICE USE ONLY

Project: 3rd Street Grade Separation
Por. APN: 213-252-015
Address:
Caltrans Project: CML 5058(081)

E A S E M E N T

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**, a public agency of the State of California, as Grantor(s), hereby grant(s) to the **BNSF RAILWAY COMPANY**, a Delaware corporation, as Grantee, its successors and assigns, an easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of **STORM DRAIN FACILITIES**, together with all necessary appurtenances, in, under, upon, over and along that certain real property as described in **EXHIBIT "A"** attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

TOGETHER WITH the right to clear and keep clear said easement and right-of-way from any structures or trees, to enter upon and to pass and repass over and along said real property, and to deposit tools, implements and other material thereon by Grantee, its officers, agents and employees and by persons under contract with said Grantee and their officers, agents and employees, whenever and wherever necessary for the purpose of constructing, reconstructing, maintaining, operating, inspecting, repairing, replacing, relocating, renewing and removing said **STORM DRAIN FACILITIES**.

Dated _____

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION,
a public agency of the State of California**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

ACKNOWLEDGMENT

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

State of California

County of _____

} ss

On _____, before me, _____,

notary public, personally appeared, _____

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

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

WITNESS my hand and official seal.

Notary Signature

EXHIBIT "A"
LEGAL DESCRIPTION

Storm Drain
Facilities Easement
Por. 213-252-015
Por. Commerce Street (vacated)
Address: RCTC to BNSF

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

That portion of Section 23, Township 2 South, Range 5 West, San Bernardino Meridian, and Commerce Street (formerly Pachappa Avenue) vacated of White's Addition to Riverside, as shown by Map on file in Book 6, Page 48 of Maps, Records of San Bernardino County, California, lying within a strip of land 10.00 feet in width the centerline being described as follows:

COMMENCING at the intersection of the Westerly line of Commerce Street and the Northerly line of Mission Inn Avenue (formerly Seventh Street) as shown on Record of Survey on file in Book 134 at Page 47 thereof, Records of Riverside County, California;

Thence North 60°12'26" West along the Northerly line of said Mission Inn Avenue (formerly Seventh Street), a distance of 39.11 feet to a point, said point being distant 32.89 feet Southeasterly from the Southeasterly line of Olive Street (now vacated) as shown by map of the Town of Riverside, filed in Book 7, Page 17 of Maps, Records of San Bernardino County, California, also being the Easterly line of the Jurupa Rancho as shown on said Record of Survey;


Thence North 29°41'34" East, a distance of 240.46 feet to the **POINT OF BEGINNING** of said centerline description;

Thence South 60°14'40" East, a distance of 65.37 feet to a line parallel with and distant 12.00 feet Northwesterly, measured at right angles from the centerline of Commerce Street as shown on said Record of Survey, being the **TERMINATION** of said centerline description.

The sidelines of said strip of land 10.00 feet in width shall be prolonged or shortened to terminate Northwesterly in that certain course described above as having a bearing and distance of "North 29°41'34" East, a distance of 240.46 feet" and shall be prolonged or shortened to terminate Southeasterly in a line parallel with and distant 12.00 feet Northwesterly, measured at right angles from the centerline of said Commerce Street.

Area – 654 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.

By:  6/5/25
Eswin O. Vega, P.L.S. 9164 Date



STORM DRAIN FACILITIES EASEMENT



TOWN OF RIV.
M.B. 7/17 S.B. CO.
BLK. 6, RNG. 1

BNSF RR RIGHT OF WAY
(OLIVE ST.)
RIVERSIDE WATER CO. CANAL
E'LY LINE JURUPA RANCHO

POR. SEC. 23,
T.2S., R.5W., S.B.M.
N29°41'34"E

10/27/1941, BOOK 516,
PAGE 578 ET SEQ. O.R.

STORM DRAIN
FACILITIES EASEMENT
AREA=654 S.F.±

COMMERCE STREET
(F'MLY PACHAPPA AVE.)
N29°45'20"E 412.35'

6TH STREET
(VACATED)

6TH STREET

WHITE'S
ADDITION
TO
RIVERSIDE
M.B. 6/48 S.B. CO.
BLK. 8

MISSION INN
AVENUE
(F'MLY 7TH ST.)
N60°12'26"W 540.71'

POR. APN: 213-252-015
POR. COMMERCE ST.-VACATED

• 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: EV

DATE: 8/27/24

SUBJECT: RCTC PAR. - SD EASEMENT

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without
fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: 3rd Street Grade Separation
Por. APN: 211-021-028
Address:
Caltrans Project: CML 5058(081)

D -

E A S E M E N T

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**, a public agency of the State of California, as Grantor(s), grant(s) to the **CITY OF RIVERSIDE**, a California charter city and municipal corporation, as Grantee, its successors and assigns, an easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of **Sanitary Sewer Facilities**, together with all necessary appurtenances, in, under, upon, over and along that certain real property as described in **Exhibit "A"** attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

TOGETHER WITH the right to clear and keep clear said easement and right-of-way from any structures or trees, to enter upon and to pass and repass over and along said real property, and to deposit tools, implements and other material thereon by Grantee, its officers, agents and employees and by persons under contract with said Grantee and their officers, agents and

employees, whenever and wherever necessary for the purpose of constructing, reconstructing, maintaining, operating, inspecting, repairing, replacing, relocating, renewing and removing said **Sanitary Sewer Facilities.**

Date: _____

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION,
a public agency of the State of California**

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

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

State of California

County of _____

} ss

On _____, before me, _____,

notary public, personally appeared, _____

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

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

WITNESS my hand and official seal.

Notary Signature

**CERTIFICATE OF ACCEPTANCE
(Government Code Section §27281)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, a California charter city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 23439 of said City Council adopted May 14th, 2019, and the grantee consents to recordation thereof by its duly authorized officer.

DATED _____

CITY OF RIVERSIDE

By: _____
Jennifer Lilley
Community & Economic
Development Director

EXHIBIT "A"
LEGAL DESCRIPTION

Sanitary Sewer
Facilities Easement
Por. 211-021-028
Address: RCTC to BNSF

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

That portion of Section 24, Township 2 South, Range 5 West, San Bernardino Meridian, lying within a strip of land 20.00 feet in width, the centerline being described as follows:

COMMENCING at the centerline intersection of Vine Street and 3rd Street as shown on Record of Survey on file in Book 134 at Page 47 thereof, Records of Riverside County, California;

Thence South 60°14'03" East, along the centerline of said 3rd Street, a distance of 541.03 feet to the centerline of Commerce Street (formerly Pachappa Avenue) as shown on said Record of Survey;

Thence North 60°14'03" West, along the centerline of said 3rd Street, a distance of 110.00 feet to the Northeasterly prolongation of the Southeasterly line of Olive Street (now vacated) as shown by map of the Town of Riverside, filed in Book 7, Page 17 of Maps, Records of San Bernardino County, California;

Thence South 29°44'39" West, along said Northeasterly prolongation and said Southeasterly line of Olive Street (now vacated), a distance of 232.00 feet to the **POINT OF BEGINNING** of said centerline description;

Thence South 60°14'03" East, a distance of 71.98 feet to the Northwestern line of Commerce Street as described in that certain easement for street purposes granted to the City of Riverside by document recorded October 27, 1941, in Book 516, Page 578 et. seq., of Official Records of Riverside County, California, being the **TERMINATION** of said centerline description;

EXCEPTING THEREFROM that portion of said Section 24, lying Northwesternly of the following described line;

COMMENCING at the centerline intersection of Vine Street and 3rd Street as shown on Record of Survey on file in Book 134 at Page 47 thereof, Records of Riverside County, California;

Thence South 60°14'03" East, along the centerline of said 3rd Street, a distance of 541.03 feet to the centerline of Commerce Street (formerly Pachappa Avenue) as shown on said Record of Survey;

Thence North 60°14'03" West, along the centerline of said 3rd Street, a distance of 110.00 feet to the Northeasterly prolongation of the Southeasterly line of Olive Street (now vacated) as shown by map of the Town of Riverside, filed in Book 7, Page 17 of Maps, Records of San Bernardino County, California;

Thence South 29°44'39" West, along said Northeasterly prolongation and said Southeasterly line of Olive Street (now vacated), a distance of 120.00 feet;

EXHIBIT E - RCTC TO CITY SEWER EASEMENT (LEGAL DESC)

Thence South 60°14'03" East, a distance of 2.85 feet;

Thence North 34°46'52" East, a distance of 39.35 feet;

Thence South 55°13'08" East, a distance of 65.95 feet to the Northwestern line of Commerce Street as described in that certain easement for street purposes granted to the City of Riverside by document recorded October 27, 1941, in Book 516, Page 578 et. seq., of Official Records of Riverside County, California;

Thence South 29°45'00" West, along said Northwestern line, a distance of 69.00 feet to **POINT OF BEGINNING** of said line description;

Thence South 34°46'52" West, a distance of 242.81 feet to the **TERMINATION** of said line description.

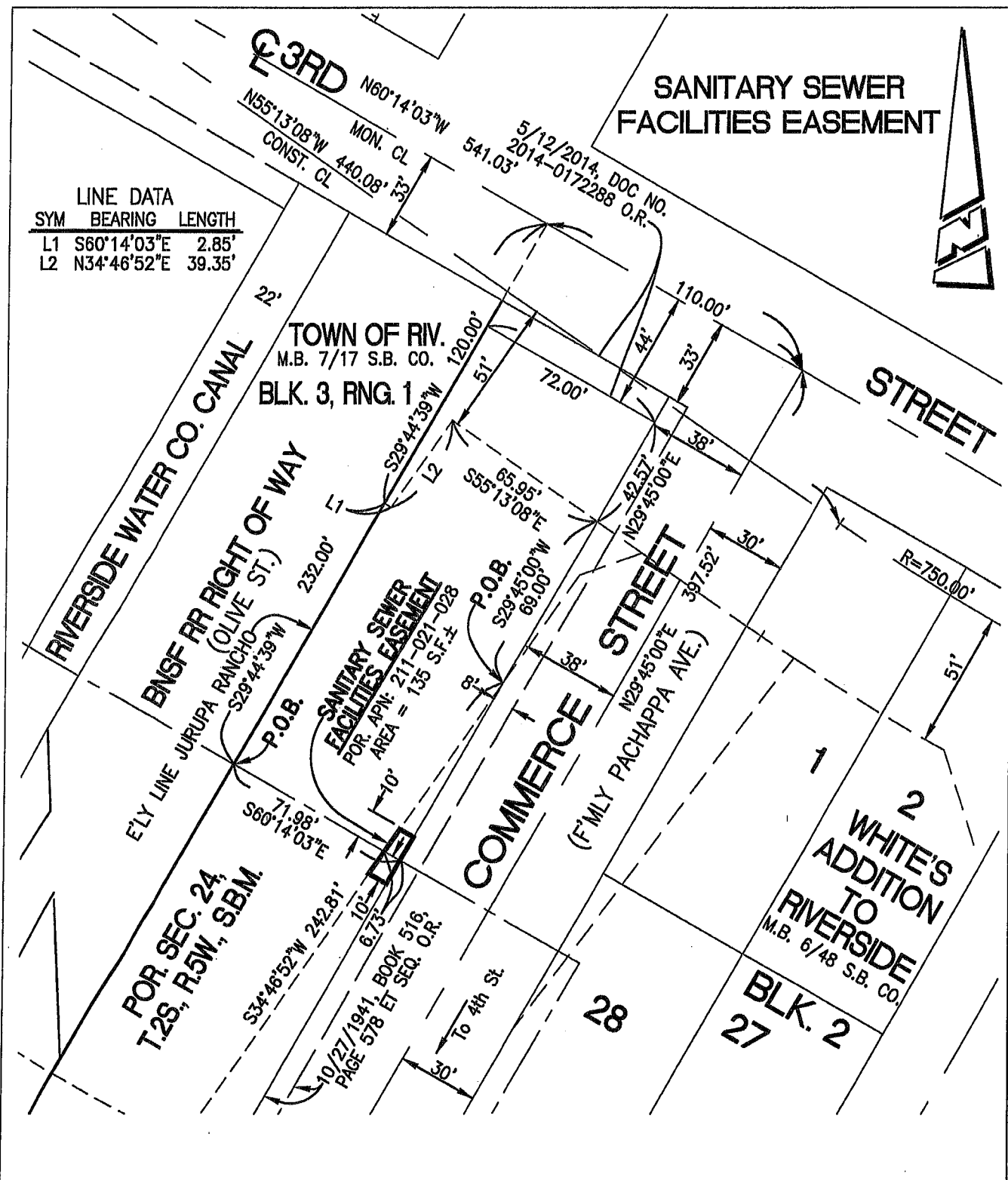
The sidelines of said strip of land 20.00 feet in width shall be prolonged or shortened to terminate Southeasterly in said Northwestern line of Commerce Street as described in that certain easement for street purposes.

Area – 135 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.

By:  6/4/25
Eswin O. Vega, P.L.S. 9164 Date





• 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: EV

DATE: 8/27/24

SUBJECT: RCTC PAR. - APN 211-021-028

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

FOR RECORDER'S OFFICE USE ONLY

Project: 3rd Street Grade Separation
Por. APN: 211-021-001, 028, 211-022-031,
213-212-018 & 213-252-015
Address:
Caltrans Project: CML 5058(081)

ACCESS EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**, a public agency of the State of California, as Grantor(s), hereby grant(s) to the **BNSF RAILWAY COMPANY**, a Delaware corporation, as Grantee, its successors and assigns, an easement and right-of-way for the purpose of providing ingress and egress from Commerce Street to the facilities constructed and maintained by the Grantee, in, adjoining, under, upon, over and along that certain real property as described in **EXHIBIT "A"** attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

TOGETHER WITH the right to enter upon and to pass and repass over and along said real property by Grantee, its officers, agents and employees and by persons under contract with said Grantee and their officers, agents and employees, whenever and wherever necessary for the purpose of constructing, reconstructing, maintaining, operating, inspecting, repairing, replacing, relocating, renewing and removing said facilities.

Dated _____

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION,
a public agency of the State of California**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

ACKNOWLEDGMENT

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

State of California

County of _____

} ss

On _____, before me, _____,

notary public, personally appeared, _____

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

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

WITNESS my hand and official seal.

Notary Signature

EXHIBIT "A"
LEGAL DESCRIPTION

Access Easement
Por. 211-021-001 & 028
Por. 211-022-031
Por. 213-212-018
Por. 213-252-015
Por. Commerce Street (vacated)
Address: RCTC to BNSF

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

That portion of Sections 23 and 24, Township 2 South, Range 5 West, San Bernardino Meridian, Lots 1 and 28 in Block 2 and Commerce Street (formerly Pachappa Avenue) vacated of White's Addition to Riverside, as shown by Map on file in Book 6, Page 48 of Maps, Records of San Bernardino County, California, described as follows:

COMMENCING at the centerline intersection of Vine Street and 3rd Street as shown on Record of Survey on file in Book 134 at Page 47 thereof, Records of Riverside County, California;

Thence South 60°14'03" East, along the centerline of said 3rd Street, a distance of 541.03 feet to the centerline of Commerce Street (formerly Pachappa Avenue) as shown on said Record of Survey;

Thence North 60°14'03" West, along the centerline of said 3rd Street, a distance of 110.00 feet to the Northeasterly prolongation of the Southeasterly line of Olive Street (now vacated) as shown by map of the Town of Riverside, filed in Book 7, Page 17 of Maps, Records of San Bernardino County, California;

Thence South 29°44'39" West, along said Northeasterly prolongation and said Southeasterly line of Olive Street (now vacated), a distance of 120.00 feet;

Thence South 60°14'03" East, a distance of 2.85 feet;

Thence North 34°46'52" East, a distance of 39.35 feet;

Thence South 55°13'08" East, a distance of 65.95 feet to the Northwesterly line of Commerce Street as described in that certain easement for street purposes granted to the City of Riverside by document recorded October 27, 1941, in Book 516, Page 578 et. seq., of Official Records of Riverside County, California;

Thence South 29°45'00" West, along said Northwesterly line, a distance of 69.00 feet to the **POINT OF BEGINNING** of the parcel of land to be described;

Thence the following lines and curve are hereinafter referred to as Course "A";

South 34°46'52" West, a distance of 242.81 feet;

South 34°41'22" West, a distance of 67.85 feet;

Southwesterly on a non-tangent curve concave Southeasterly, having a radius 3,807.83 feet, through an angle of 04°20'18", an arc length of 288.33 feet (the initial radial line bears North 55°35'38" West);

South 30°01'22" West, a distance of 6.23 feet;

South 29°56'27" West, a distance of 6.23 feet;

South 29°52'14" West, a distance of 6.24 feet;

South 29°48'43" West, a distance of 6.24 feet;

South 29°45'54" West, a distance of 6.24 feet;

South 29°43'48" West, a distance of 6.24 feet;

South 29°42'23" West, a distance of 4.16 feet;

South 29°41'52" West, a distance of 8.33 feet;

South 29°41'34" West, a distance of 502.02 feet, being the termination of said Course "A";

Thence South 16°35'36" East, a distance of 36.84 feet;

Thence Southwesterly on a tangent curve concave Westerly, having a radius 10.00 feet, through an angle of 46°15'38", an arc length of 8.07 feet;

Thence South 29°40'02" West, a distance of 15.29 feet;

Thence South 60°19'58" East, a distance of 35.61 feet to a line parallel with and distant 12.00 feet Northwesterly, measured at right angles from the centerline of Commerce Street as shown on said Record of Survey;

Thence North 29°45'20" East along said parallel line, a distance of 21.91 feet;

Thence North 60°19'58" West, a distance of 12.49 feet;

Thence North 08°28'07" West, a distance of 69.38 feet to a line parallel with and distant 10.00 feet Southeasterly, measured at right angles from the above described Course "A";

Thence the following lines and curve are along said parallel line with Course "A";

North 29°41'34" East, a distance of 473.53 feet;

North 29°41'52" East, a distance of 8.33 feet;

North 29°42'23" East, a distance of 4.16 feet;

North 29°43'48" East, a distance of 6.24 feet;

North 29°45'54" East, a distance of 6.23 feet;

North 29°48'43" East, a distance of 6.23 feet;

North 29°52'14" East, a distance of 6.23 feet;

North 29°56'27" East, a distance of 6.22 feet;

North 30°01'22" East, a distance of 6.22 feet;

Northeasterly on a non-tangent curve concave Southeasterly, having a radius 3,797.83 feet, through an angle of 04°20'17", an arc length of 287.54 feet (the initial radial line bears North 59°55'56" West);

North 34°41'22" East, a distance of 67.82 feet;

North 34°46'52" East, a distance of 190.28 feet;

Thence leaving said parallel line North 43°40'21" East, a distance of 101.22 feet;

Thence South 54°25'40" East, a distance of 38.09 feet;

Thence South 36°39'43" West, a distance of 111.65 feet;

Thence South 29°52'39" West, a distance of 89.43 feet;

Thence North 36°42'56" East, a distance of 0.27 feet;

Thence South 60°12'37" East, a distance of 14.00 feet to the Easterly line of said Commerce Street (vacated);

Thence North 29°45'00" East along said Easterly line, a distance of 48.65 feet;

Thence North 36°42'56" East, a distance of 172.75 feet;

Thence Northwesterly on a non-tangent curve concave Northeasterly, having a radius 801.00 feet, through an angle of 01°02'12", an arc length of 14.49 feet (the initial radial line bears South 33°44'40" West);

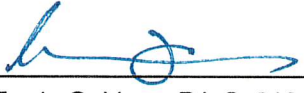
Thence North 55°13'08" West, a distance of 54.24 feet;

Thence South 70°43'24" West, a distance of 24.70 feet to the Northeasterly prolongation of the above described course which bears "South 34°46'52" West, a distance of 242.81 feet";

Thence South 34°46'52" West along said Northeasterly prolongation, a distance of 48.73 feet to the **POINT OF BEGINNING**.

Area – 19,674 S.F. more or less

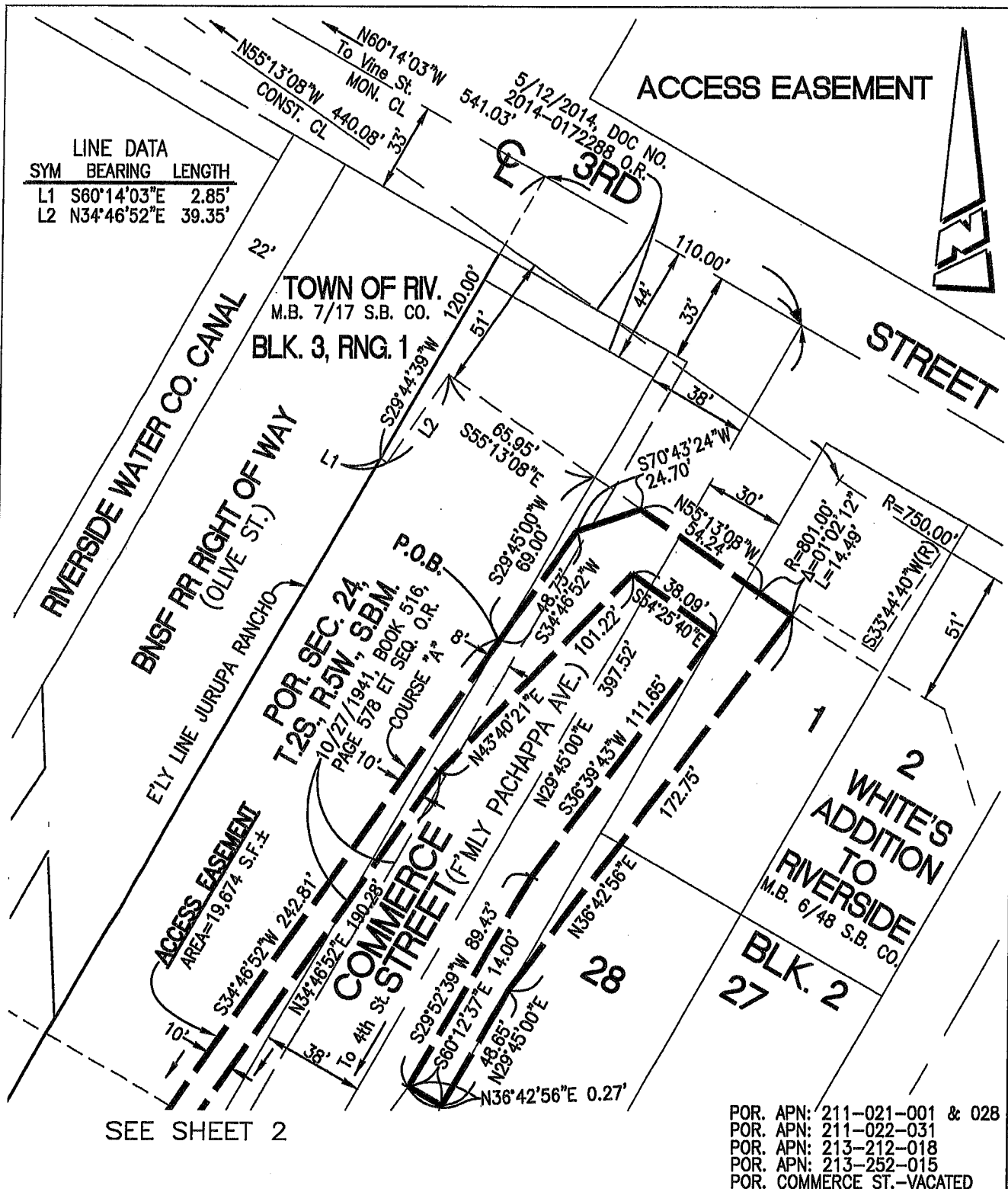
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

By:  6/5/25
Eswin O. Vega, P.L.S. 9164 Date



LINE DATA		
SYM	BEARING	LENGTH
L1	S60°14'03"E	2.85'
L2	N34°46'52"E	39.35'

ACCESS EASEMENT



• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 3

SCALE: 1"=50'

DRAWN BY: EV

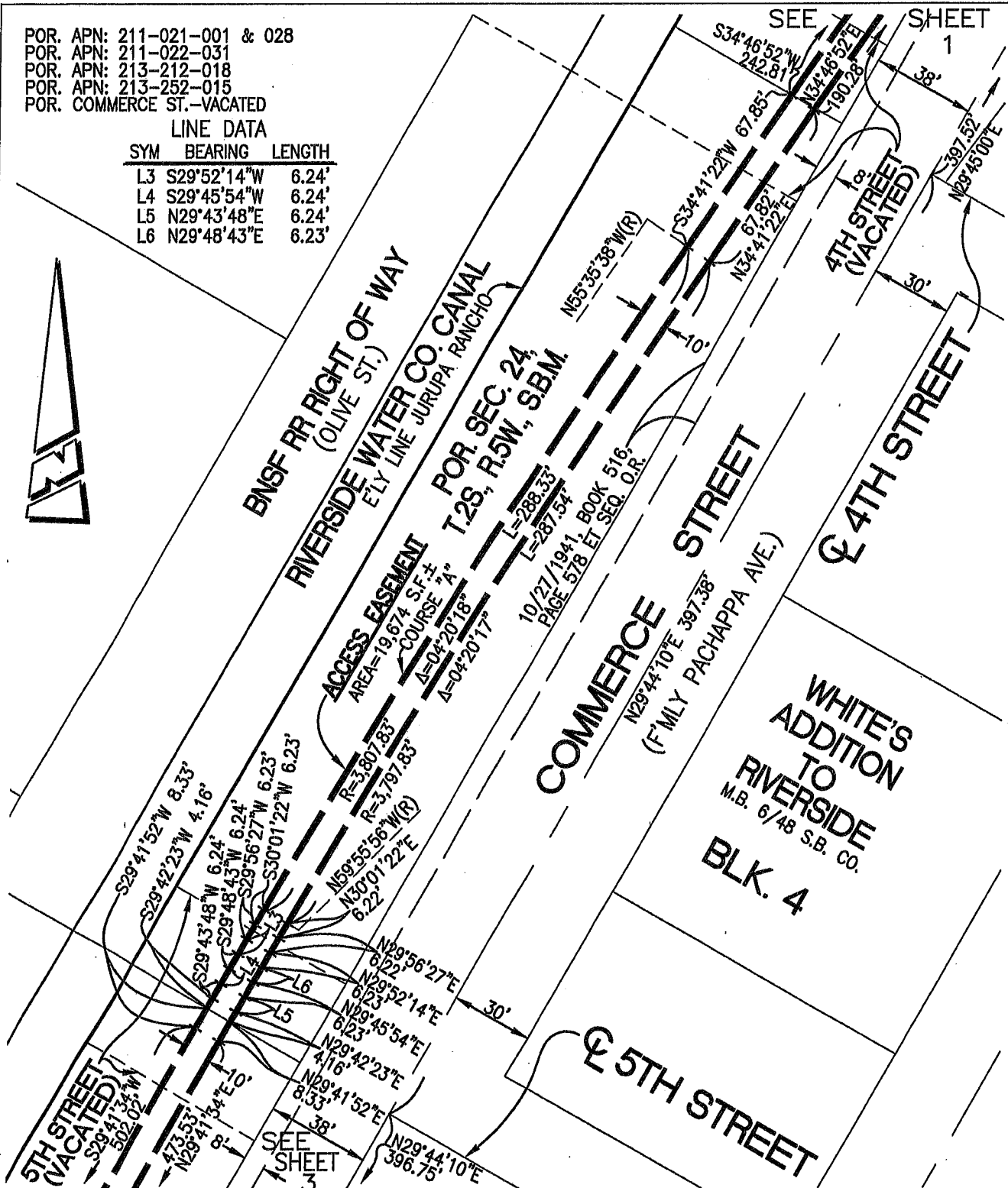
DATE: 8/28/24

SUBJECT: RTC PAR. - ACCESS EASEMENT

POR. APN: 211-021-001 & 028
 POR. APN: 211-022-031
 POR. APN: 213-212-018
 POR. APN: 213-252-015
 POR. COMMERCE ST.-VACATED

LINE DATA

SYM	BEARING	LENGTH
L3	S29°52'14"W	6.24'
L4	S29°45'54"W	6.24'
L5	N29°43'48"E	6.24'
L6	N29°48'43"E	6.23'



• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 2 OF 3

SCALE: 1"=50'

DRAWN BY: EV

DATE: 8/28/24

SUBJECT: RCTC PAR. - ACCESS EASEMENT

POR. APN: 211-021-001 & 028
 POR. APN: 211-022-031
 POR. APN: 213-212-018
 POR. APN: 213-252-015
 POR. COMMERCE ST.-VACATED

TOWN OF RIV.
 M.B. 7/17 S.B. CO.
 BLK. 6, RNG. 1



SEE

SHEET 2

BNSF RR RIGHT OF WAY
 (OLIVE ST.)
 RIVERSIDE WATER CO. CANAL
 TERMINATION OF COURSE "A"
 POR. SEC. 23,
 T.2S., R.5W., S.B.M.

10/27/1941, BOOK 516,
 PAGE 578 ET SEQ. O.R.

COMMERCE STREET
 (F'MLY PACHAPPA AVE.)
 N29°45'20"E 412.35'

WHITE'S
 ADDITION
 TO
 RIVERSIDE
 M.B. 6/48 S.B. CO.
 BLK. 8

N60°12'26"W 540.71'
 MISSION INN
 AVENUE
 (F'MLY 7TH ST.)

6TH STREET
 (VACATED)
 S29°41'34"W 502.02'

ACCESS EASEMENT
 AREA=19,674 S.F.±

N29°44'10"E
 396.75'

R=10.00'
 $\Delta=46^{\circ}15'38''$
 L=8.07'
 S29°40'02"W 15.29'
 S60°19'58"E 35.61'

N29°41'34"E 473.53'
 N08°28'07"W 69.38'
 N60°19'58"W 12.49'

N29°45'20"E 21.91'

• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE
 ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 3 OF 3

SCALE: 1"=50'

DRAWN BY: EV

DATE: 8/28/24

SUBJECT: RCTC PAR. - ACCESS EASEMENT

When recorded mail to:

SURVEYOR
City of Riverside
Public Works Department
3900 Main Street
Riverside, California 92522

FREE RECORDING
This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without
fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: 3rd Street Grade Separation
APN: Por. of Commerce St. Vac – Par. 3
Address: none
Caltrans Project: CML 5058(081)

DX -

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **CITY OF RIVERSIDE, a California charter city and municipal corporation**, does hereby remise, release, and forever quitclaim to **RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency of the State of California**, the real property located in the City of Riverside, County of Riverside, State of California as described in **EXHIBIT "A"** attached hereto and incorporated herein by this reference.

Dated _____ 20____

**CITY OF RIVERSIDE, a California charter city and
municipal corporation**

By: _____
Mike Futrell, City Manager

Attest: _____
Donesia Gause, City Clerk

ACKNOWLEDGMENT

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

State of California

County of _____

} ss

On _____, before me, _____,

notary public, personally appeared, _____

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

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

WITNESS my hand and official seal.

Notary Signature

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

CERTIFICATE OF ACCEPTANCE

This Certificate of Acceptance pertains to the interest in real property conveyed
by the Quitclaim Deed to which this Certificate of Acceptance is attached,

from: **CITY OF RIVERSIDE, a California charter city and municipal
corporation**

to: **RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public
agency of the State of California ("Grantee")**

Said Grant Deed is hereby accepted by the undersigned officer on behalf of
Grantee pursuant to authority conferred by the Grantee's governing board on November
9, 2016, and Grantee hereby consents to recordation of said Grant Deed.

Dated: _____

**RIVERSIDE COUNTY TRANSPORTATION
COMMISSION, a public agency of the
State of California**

By: _____
Aaron Hake
Executive Director

EXHIBIT "A"
LEGAL DESCRIPTION

Quitclaim Deed
Commerce St Vacation

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

PARCEL 3

That portion of Commerce Street (formerly Pachappa Avenue) of White's Addition to Riverside, as shown by Map on file in Book 6, Page 48 of Maps, Records of San Bernardino County, California and that portion of Commerce Street as described in that certain easement for street purposes granted to the City of Riverside by document recorded October 27, 1941, in Book 516, Page 578 et. seq., of Official Records of Riverside County, California, lying in Sections 23 and 24, Township 2 South, Range 5 West, San Bernardino Meridian, described as follows:

COMMENCING at the centerline intersection of Vine Street and 3rd Street as shown on Record of Survey on file in Book 134 at Page 47 thereof, Records of Riverside County, California;

Thence South 60°14'03" East, along the centerline of said 3rd Street, a distance of 541.03 feet to the centerline of Commerce Street (formerly Pachappa Avenue) as shown on said Record of Survey;

Thence North 60°14'03" West, along the centerline of said 3rd Street, a distance of 110.00 feet to the Northeasterly prolongation of the Southeasterly line of Olive Street (now vacated) as shown by map of the Town of Riverside, filed in Book 7, Page 17 of Maps, Records of San Bernardino County, California;

Thence South 29°44'39" West, along said Northeasterly prolongation and said Southeasterly line of Olive Street (now vacated), a distance of 120.00 feet;

Thence South 60°14'03" East, a distance of 2.85 feet;

Thence North 34°46'52" East, a distance of 39.35 feet;

Thence South 55°13'08" East, a distance of 65.95 feet to the Northwesterly line of Commerce Street as described in said easement;

Thence South 29°45'00" West, along said Northwesterly line, a distance of 69.00 feet to the **POINT OF BEGINNING** of the parcel of land to be described;

Thence North 34°46'52" East, a distance of 48.73 feet;

Thence North 70°43'24" East, a distance of 24.70 feet to the Southeasterly prolongation of a course which bears South 55°13'08" East, a distance of 65.95 feet described above;

Thence South 55°13'08" East, along said Southeasterly prolongation, a distance of 47.71 feet to the Southeasterly line of said Commerce Street (formerly Pachappa Avenue);

Thence South 29°45'00" West, along said Southeasterly line, a distance of 221.84 feet;

Thence North 60°12'37" West, a distance of 14.00 feet;

Thence South 36°42'56" West, a distance of 83.18 feet;

Thence on a curve concave Southeasterly, having a radius of 3776.72 feet, through an angle of 01°22'17", an arc length of 90.41 feet to a line parallel with and 4.00 feet Northwesterly, measured at right angles from the centerline of said Commerce Street (formerly Pachappa Avenue);

Thence South 29°44'10" West, along said parallel line, a distance of 294.40 feet;

Thence on a non-tangent curve concave Southeasterly, having a radius of 67.50 feet, through an angle of 11°04'00", an arc length of 13.04 feet (the initial radial line bears North 16°48'35" West) to a line parallel with and 12.00 feet Northwesterly, measured at right angles from the centerline of said Commerce Street (formerly Pachappa Avenue);

Thence South 29°44'10" West, along said parallel line, a distance of 400.17 feet;

Thence South 29°45'20" West, continuing along said parallel line, a distance of 353.27 feet;

Thence South 89°47'34" West, a distance of 19.13 feet to the Northerly line of Mission Inn Avenue (formerly 7th Street) as shown on said Record of Survey;

Thence North 60°12'26" West, along said Northerly line, a distance of 9.42 feet to the Northwesterly line of Commerce Street (formerly Pachappa Avenue) as described in said easement;

Thence the following four (4) courses along the Northwesterly line of said Commerce Street (formerly Pachappa Avenue);

North 29°45'20" East, a distance of 362.82 feet;

North 29°44'10" East, a distance of 396.74 feet;


North 29°44'10" East, a distance of 397.38 feet;

North 29°45'00" East, a distance of 241.97 feet to the **POINT OF BEGINNING**.

Area – 52,535 S.F. more or less

SUBJECT TO easement reservations described in City of Riverside Resolution No. 24218, appurtenant to the above described parcel.

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

By: 
Eswin O. Vega, P.L.S. 9164

5/22/25
Date



TOWN OF RIV.
M.B. 7/17 S.B. CO.
BLK. 2, RNG. 1

RIVERSIDE WATER CO. CANAL
COMMERCE STREET

E'LY LINE JURUPA RANCHO
ATCHISON, TOPEKA AND
SANTA FE RAILWAY CO.
POR. SEC. 24,
T.2S., R.5W., S.B.M.



LINE DATA		
SYM	BEARING	LENGTH
L1	S60°14'03"E	2.85'
L2	N34°46'52"E	39.35'

TO VINE ST.

C 3RD

N60°14'03"W 541.03'
MON. CL
N55°13'08"W 440.08'
CONST. CL

RIVERSIDE WATER CO. CANAL
BNSF RR RIGHT OF WAY
(OLIVE ST.)
E'LY LINE JURUPA RANCHO

TOWN OF RIV.
M.B. 7/17 S.B. CO.
BLK. 3, RNG. 1

POR. SEC. 24,
T.2S., R.5W., S.B.M.
STREET VACATION
PARCEL 3
AREA = 52.535 S.F.±
P.O.B.

N29°45'00"E
241.97'

SEE SHEET 2

5/12/2014, DOC NO. 2014-0172288 O.R.
10/27/1941, BOOK 516, PAGE 578 ET SEQ. O.R.

COMMERCE STREET
(F'MLY PACHAPPA
N29°45'00"E 397.52'
S29°45'00"W 221.84'
N34°46'52"E
N70°43'24"E
24.70'
S55°13'08"E
47.71'
AVE.)

WHITE'S
ADDITION
RIVERSIDE
BLK. 2
M.B. 6/18 S.B. CO.

R=750.00'

51'

• 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.

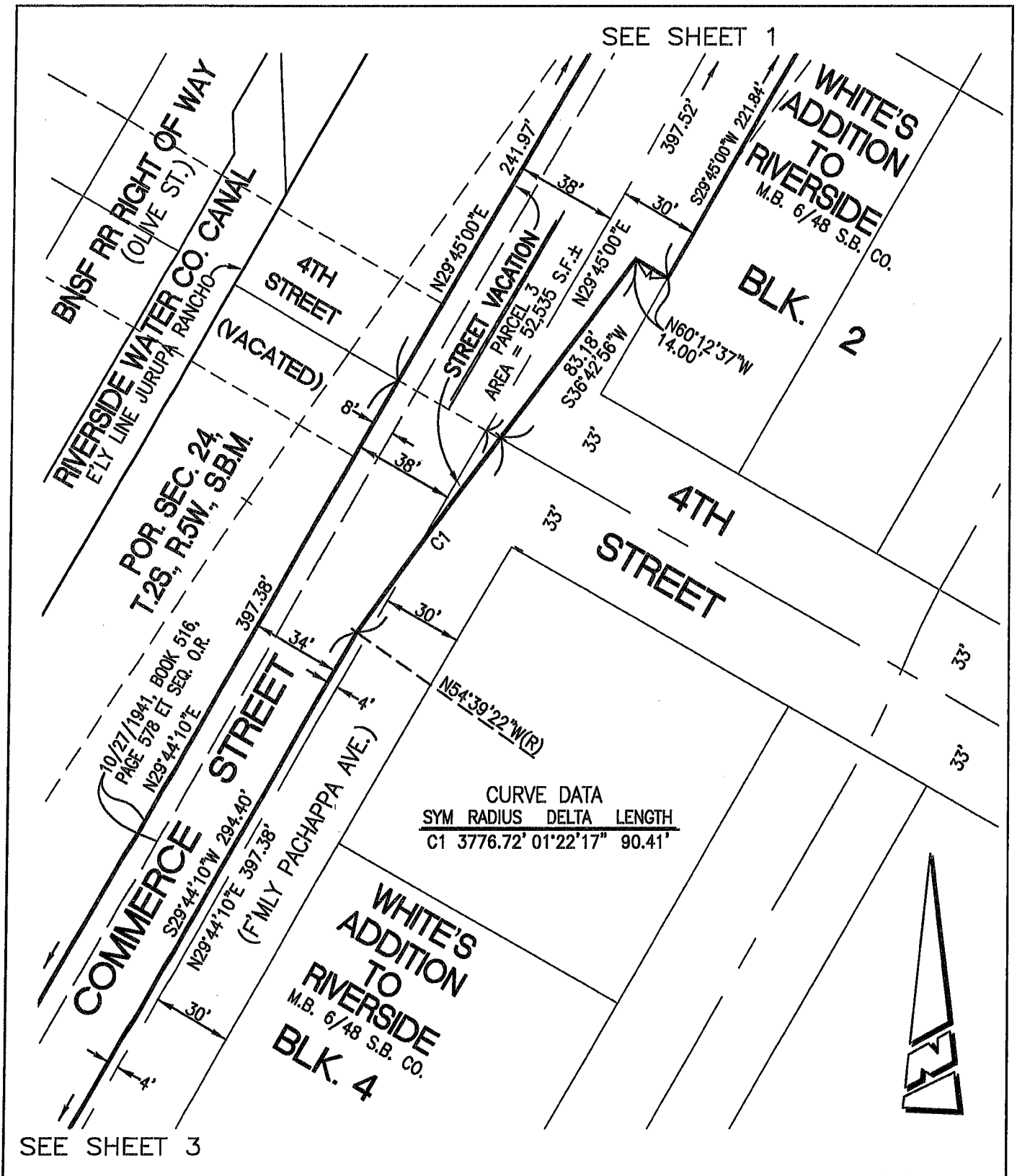
SHEET 1 OF 4

SCALE: 1"=50'

DRAWN BY: EV

DATE: 8/27/24

SUBJECT: COMMERCE STREET



• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

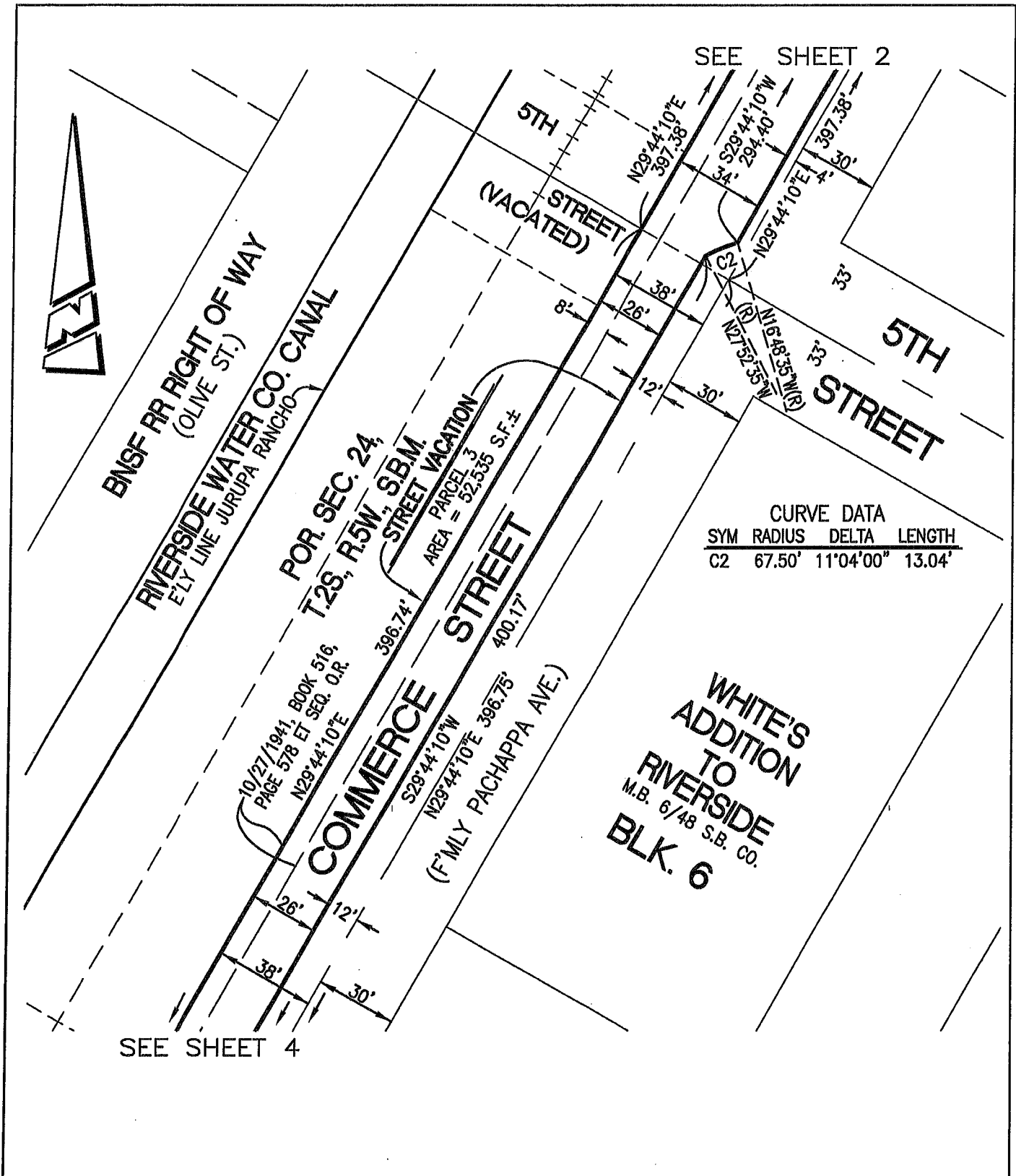
SHEET 2 OF 4

SCALE: 1"=50'

DRAWN BY: EV

DATE: 8/27/24

SUBJECT: COMMERCE STREET



• CITY OF RIVERSIDE, CALIFORNIA •			
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.			SHEET 3 OF 4
SCALE: 1"=50'	DRAWN BY: EV	DATE: 8/27/24	SUBJECT: COMMERCE STREET



TOWN OF RIV.
M.B. 7/17 S.B. CO.
BLK. 6, RNG. 1

SEE SHEET 3

BNSF RR RIGHT OF WAY
(OLIVE ST.)
RIVERSIDE WATER CO. CANAL
E'LY LINE JURUPA RANCHO

POR. SEC. 23,
T.2S., R.5W., SBM.

10/27/1941, BOOK 516,
PAGE 578 ET SEQ. O.R.
N29°45'20"E

6TH STREET
(VACATED)
STREET VACATION
PARCEL 3
AREA = 52,535 S.F.±
362.82'
COMMERCE STREET
S29°45'20"W
N29°45'20"E 412.35'
(F'MLY PACHAPPA AVE.)
353.27'

6TH STREET

WHITE'S
ADDITION
TO
RIVERSIDE
M.B. 6/48 S.B. CO.
BLK. 8

49.50'
72.00'
80.00'
N60°12'26"W
N60°12'26"W 540.71'
N60°12'26"W 9.42'
MISSION INN
AVENUE
(F'MLY 7TH ST.)

S89°47'34"W 19.13'

• 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 4 OF 4

SCALE: 1"=50'

DRAWN BY: EV

DATE: 8/27/24

SUBJECT: COMMERCE STREET

When recorded mail to:

SURVEYOR

City of Riverside
Public Works Department
3900 Main Street
Riverside, California 92522

FREE RECORDING

This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without
fee (Government Code §6103)

FOR RECORDER'S OFFICE USE ONLY

Project: 3rd Street Grade Separation
Por. APN: 211-021-001
Address: 2660 3rd Street
Caltrans Project: CML 5058(081)

DX -

GRANT DEED

CITY OF RIVERSIDE, a California charter city and municipal corporation, Grantor(s), FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do(es) hereby grant to **RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency of the State of California**, as Grantee, its successors and assigns, the real property as described in **EXHIBIT "A"** attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

Dated _____ 20____

**CITY OF RIVERSIDE, a California charter city and
municipal corporation**

By: _____
Mike Futrell, City Manager

Attest: _____
Donesia Gause, City Clerk

ACKNOWLEDGMENT

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

State of California

County of _____

} ss

On _____, before me, _____,

notary public, personally appeared, _____

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

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

WITNESS my hand and official seal.

Notary Signature

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

CERTIFICATE OF ACCEPTANCE

This Certificate of Acceptance pertains to the interest in real property conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached,

from: **CITY OF RIVERSIDE, a California charter city and municipal corporation**

to: **RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency of the State of California ("Grantee")**

Said Grant Deed is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority conferred by the Grantee's governing board on November 9, 2016, and Grantee hereby consents to recordation of said Grant Deed.

Dated: _____

**RIVERSIDE COUNTY TRANSPORTATION
COMMISSION, a public agency of the
State of California**

By: _____
Aaron Hake
Executive Director

EXHIBIT "A"
LEGAL DESCRIPTION

City to R.C.T.C.
Por. APN 211-021-001
Address: 2660 3rd Street

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

That portion of Lots 1 and 28 in Block 2 of White's Addition to Riverside, as shown by Map on file in Book 6, Page 48 of Maps, Records of San Bernardino County, California, described as follows:

COMMENCING at the centerline intersection of Vine Street and 3rd Street as shown on Record of Survey on file in Book 134 at Page 47 thereof, Records of Riverside County, California;

Thence South 60°14'03" East, along the centerline of said 3rd Street, a distance of 541.03 feet to the centerline of Commerce Street (formerly Pachappa Avenue) as shown on said Record of Survey;

Thence North 60°14'03" West, along the centerline of said 3rd Street, a distance of 110.00 feet to the Northeasterly prolongation of the Southeasterly line of Olive Street (now vacated) as shown by map of the Town of Riverside, filed in Book 7, Page 17 of Maps, Records of San Bernardino County, California;

Thence South 29°44'39" West, along said Northeasterly prolongation and said Southeasterly line of Olive Street (now vacated), a distance of 120.00 feet;

Thence South 60°14'03" East, a distance of 2.85 feet;

Thence North 34°46'52" East, a distance of 39.35 feet;

Thence South 55°13'08" East, a distance of 134.21 feet to the Southeasterly line of Commerce Street as shown on said Record of Survey, said line being the Northwesterly line of said Lot 1, being the **POINT OF BEGINNING** of the parcel of land to be described;

Thence continuing South 55°13'08" East, a distance of 6.53 feet;


Thence on a curve concave northeasterly, having a radius of 801.00 feet, through a central angle of 01°02'12", an arc length of 14.49 feet;

Thence South 36°42'56" West, a distance of 172.75 feet to the Southeasterly line of said Commerce Street, being the Northwesterly line of said Lot 28;

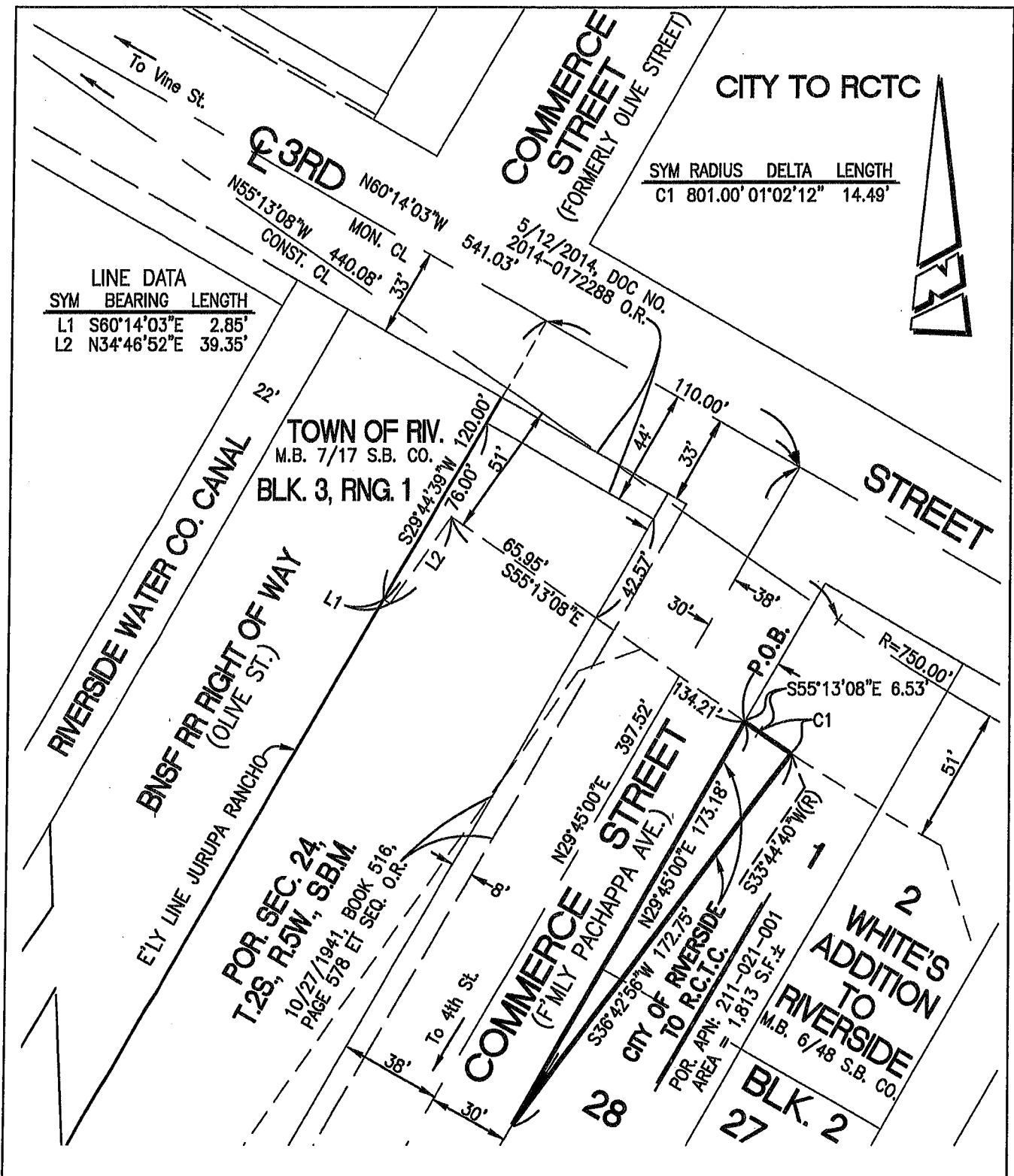
Thence North 29°45'00" East, along said Southeasterly line, a distance of 173.18 feet to the **POINT OF BEGINNING**.

Area – 1,813 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.

By:  6/3/25
Eswin O. Vega, P.L.S. 9164 Date





• 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: EV

DATE: 8/27/24

SUBJECT: 2660 COMMERCE ST. - CITY TO RCTC