AGREEMENT
FOR CONVEYANCE OF PROPERTY

THIS AGREEMENT is entered into by and between **CITY OF RIVERSIDE, a California charter city and municipal corporation**, ("Grantor"), and the **CITY OF COLTON, a public agency of the State of California** ("City").

RECITALS

A. Grantor owns certain real property located at Vacant Land, East Side of South Mt. Vernon Ave., Colton, California bearing Assessor's Parcel Number 0276-122-06 ("Property").

B. City desires to purchase a Fee Simple Acquisition 1,321 square feet in size as is more particularly described and depicted in Exhibits "A" and "B" to "Grant Deed" and a Temporary Construction Easement ("TCE") 5,117 square feet in size as is more particularly described and depicted in Exhibits "A" and "B" to "Temporary Construction Deed", both attached hereto as Exhibits "A" and "B," respectively, and incorporated herein by this reference and referred to collectively as Fee Simple Acquisition and a TCE. Grantor desires to sell the Fee Simple Acquisition and a TCE.

C. The parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Fee Simple Acquisition and a TCE.

AGREEMENT

The parties therefore agree as follows:

1. PURCHASE

City agrees to buy and Grantor agrees to sell and convey the Fee Simple Acquisition and a TCE for the purchase price and upon the terms and conditions hereinafter set forth.

1.1 Temporary Construction Easement. The term of the TCE described herein shall commence upon recordation of this document and expire sixty (60) months thereafter.

2. ESCROW

Upon execution of this Agreement by both parties, City shall open an escrow (the "Escrow") with Commonwealth Land Title Insurance Company (the "Escrow Holder") for the purpose of consummating the purchase and sale of the Fee Simple Acquisition and a TCE. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to consummate 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 unless the parties agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions of sale:

2.1 PURCHASE PRICE

The total purchase price for the Fee Simple Acquisition and TCE shall be the lump sum of Twenty-Five Thousand Eight Hundred Dollars and No Cents ($25,800.00), which shall be paid by City to Grantor through Escrow Holder in cash at Close of Escrow.

2.2 CLOSE OF ESCROW

Escrow shall close on or before sixty (60) days following the execution of this Agreement (the "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 may, in writing, demand the return of its money and/or documents. Thereupon, subject to the provisions in paragraph 3, all obligations and liabilities of the parties under this Agreement shall cease and terminate. If no such demand is made, Escrow shall be closed as soon as possible.

2.3 CONDITION OF TITLE TO A FEE SIMPLE ACQUISITION AND TCE

Grantor shall convey title to the Fee Simple Acquisition and TCE to City as evidenced by a CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") issued by a title insurance company to be selected by City in an amount equal to the purchase price. The Title Policy shall show as exceptions with respect to the Fee Simple Acquisition and TCE only matters approved in writing by City. Any exceptions to title representing monetary liens or encumbrances are hereby disapproved by City, and Escrow Holder is hereby authorized and instructed to cause the reconveyance, partial reconveyance, or subordination, as the case may be, of any such monetary exceptions to City's title to the Fee Simple Acquisition and TCE at or prior to the Close of Escrow.

2.4 ESCROW AND CLOSING COSTS

City shall pay the cost of the Title Policy, all Escrow fees (including reconveyance fees, trustee's fees, or forwarding fees for any partial reconveyance or subordination of a deed of trust or mortgage), and all recording costs incurred herein. All parties acknowledge that City is exempt from payment of documentary transfer taxes.

2.5 INVESTIGATIONS

Prior to the Close of Escrow, City may, at its option, conduct, at City's expense, any and all investigations, inspections, surveys, and tests of the Property including, without limitation, soils, groundwater, wells, percolation, geology, environmental, drainage, engineering and utilities investigations, inspections, surveys, and tests, which, in its sole discretion, determines the suitability of the Fee Simple Acquisition and TCE for City's intended use thereof. If City determines that the Fee Simple Acquisition and TCE are not suitable for its intended use, City may disapprove this item and terminate this Agreement as provided at Section 2.2 above. Grantor hereby grants to City, and City's employees, representatives, agents and independent contractors, a license to enter the Property for purposes of conducting such investigations, inspections, surveys, and tests. City shall repair any damage to the Property resulting from such investigations, inspections, surveys, and tests conducted by City or City's employees, representatives, agents or independent contractors. City's approval of any of such investigations, inspections, surveys, or tests shall not alter or diminish Grantor's representations or warranties under this Agreement, and Grantor acknowledges and agrees that City is relying upon Grantor's

representations and warranties made herein, unless such representation or warranty is specifically waived in whole or in part by Grantor.

2.6 DEPOSIT OF FUNDS AND DOCUMENTS

(a) Prior to Close of Escrow, City shall deposit into Escrow (i) all Escrow and Closing Costs as described above; (ii) the purchase price to be paid to Grantor through Escrow; and (iii) such other documentation as is necessary to close Escrow in conformance herewith.

(b) Prior to Close of Escrow, Grantor shall deposit into Escrow (i) the properly executed Grant Deed and Temporary Construction Deed conveying the Fee Simple Acquisition and TCE, and (ii) such other documents and sums, if any, as are necessary to close Escrow in conformance herewith.

2.7 CITY'S CONDITIONS PRECEDENT TO CLOSE OF ESCROW

Close of Escrow is subject to the following conditions:

(a) All representations and warranties of Grantor set forth in this Agreement shall be true and correct as of Close of Escrow; and

(b) Grantor shall timely perform all obligations required by the terms of this Agreement to be performed by Grantor.

2.8 GRANTOR'S CONDITIONS PRECEDENT TO CLOSE OF ESCROW

For the benefit of Grantor, Close of Escrow shall be conditioned upon the timely performance by City of all obligations required of City by the terms of this Agreement.

3. POSSESSION OF A FEE SIMPLE ACQUISITION AND TCE

Grantor hereby agrees that City may take possession of the Fee Simple Acquisition and TCE and begin construction of the works of improvement thereon as of the date the amount of funds as specified in paragraph 2.1 are deposited into the escrow, prior to Close of Escrow; if escrow should not close for any reason, or under the conditions specified in paragraph 2.3, or in paragraph 7, or in any other paragraph hereunder, City shall have the right to continue in possession and construct the works of improvement, and Grantor's purchase price and terms shall be determined by agreement of the parties, or absent an agreement, by a form of arbitration agreed to by the parties, or if they cannot so agree, then City will initiate an action in eminent domain in which the issue will be to determine the amount of compensation to be paid.

3.1 TEMPORARY RIGHT OF ENTRY

City, its agents, and consultants, will have a temporary right of entry to the Property in order to conduct any testing, inspections and construct any improvements within the Property. City will defend, indemnify, and hold Grantor free and harmless from and against any and all claims, damages, and liabilities with respect to City's exercise of this right of entry and will keep the Property free from mechanics lien claims. City maintains and will continue to maintain adequate public liability insurance coverage throughout the term of this Agreement. City's indemnity obligations as set forth herein will survive termination of this Agreement.

Prior to the exercise of the temporary Right of Entry as described above, the City's agent (contractor) shall provide the Grantor with 48-hour written notice of intent to enter and conduct any testing, inspections and perform the construction of the project in the manner proposed.

City shall keep the Property free and clear of any liens or encumbrances that may arise out of City'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 including the preparation by City 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 City. City hereby agrees to repair any damage done to the Property by City, its agents, employees, servants or nominees, and City shall restore the Property to the same or similar condition as existed on the Effective Date. City shall not have any such obligation if Escrow closes and title to the Property vests in City. The right to enter the Property shall be co-extensive with the period during which Escrow is open, or any extension thereof.

4. REPRESENTATIONS AND WARRANTIES OF GRANTOR

Grantor makes the following representations and warranties, each of which shall survive Close of Escrow:

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

(b) 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 Grantor or filed by Grantor, or to the best of Grantor's knowledge, pending in any current judicial or administrative proceeding against Grantor.;

(c) Grantor has not entered into any other written contracts or agreements for the sale or transfer of any portion of the Property;

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

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

5. REPRESENTATIONS AND WARRANTIES OF CITY

(a) City shall repair and restore any improvements or land (other than the construction work to be performed on the Property) belonging to Grantor that may be damaged by

City or City's contractor during construction of the works of improvement for which the Fee Simple Acquisition and TCE are conveyed, or, at City's option, pay to Grantor the market value of such improvements, provided that this Section shall not be construed to require City to pay for the use for which the Fee Simple Acquisition and TCE are intended.

(b) City shall save harmless and indemnify Grantor against any and all claims, demands, suits, judgments, expenses, and costs on account of injury to, or death of, persons, or loss of, or damage to, property of others, incurred during or proximately caused by acts or omissions of City or City's contractor in the performance of any work by City or City's contractor to construct the works of improvement for which the Fee Simple Acquisition and TCE are conveyed.

6. ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE

(a) By execution of this Agreement, Grantor, on behalf of himself and his respective heirs, executors, administrators, successors and assigns, hereby acknowledge that this Agreement provides full payment for the acquisition of the Fee Simple Acquisition and TCE by City, and Grantor hereby expressly and unconditionally waives any and all claims for damages, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable pre-condemnation conduct, or any other compensation or benefits, other than as already expressly provided for in this Agreement, it being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Fee Simple Acquisition and TCE.

(b) This Agreement arose out of City's efforts to acquire the Fee Simple Acquisition and TCE through its municipal authority. The parties agree that this Agreement is a settlement of claims in order to avoid litigation and shall not in any manner be construed as an admission of the fair market value of the Fee Simple Acquisition and TCE or of the Property or of liability by any party to this Agreement. Grantor, on behalf of himself and his respective heirs, executors, administrators, successors and assigns, hereby fully release City, its successors, agents, representatives, and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of City's efforts to acquire the Fee Simple Acquisition and TCE or to construct works of improvement thereon, or any preliminary steps thereto, except as set forth in Section 5 above. Grantor further releases and agrees to hold City harmless from any and all claims by reason of any leasehold interest in the Property.

(c) Grantor hereby acknowledges that he/she has been advised by his/her attorney and is familiar with the provisions of California Civil Code section 1542, which provides as follows:

> "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.."

Grantor acknowledges that he/she may have sustained damage, loss, costs, or expenses which are presently unknown and unsuspected, and such damage, loss, costs, or expenses which may have been sustained, may give rise to additional damage, loss, costs, or

expenses in the future. Nevertheless, Grantor hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights which he/she may have under California Civil Code section 1542, or under any statute or common law or equitable principal of similar effect, except as set forth in Section 5 above.

This acknowledgment and release shall survive Close of Escrow.

7. AS-IS" PURCHASE

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

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

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

7.4 As-Is. CITY EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING SOLD AND ACCEPTED ON AN "AS-IS, WHERE-IS" BASIS, AND IS BEING ACCEPTED WITHOUT ANY REPRESENTATION OR WARRANTY. IF CITY ELECTS TO PROCEED WITH THE PURCHASE OF THE PROPERTY, ANY OBJECTIONS WHICH CITY MAY HAVE WITH RESPECT TO THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL MATTERS, HAZARDOUS SUBSTANCES, WASTES OR TOXIC MATERIALS THAT MAY BE LOCATED ON, UNDER OR ABOUT THE PROPERTY, WHETHER KNOWN OR UNKNOWN) SHALL BE WAIVED BY CITY.

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

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

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

BY INITIALING BELOW, CITY HEREBY WAIVES THE PROVISIONS OF SAID SECTION 1542 IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING ACKNOWLEDGMENTS, WAIVERS AND RELEASES SET FORTH IN THIS ARTICLE 4. AND ACKNOWLEDGES CITY IS PURCHASING THE PROPERTY "AS IS".

_____
City's Initials

8. CONSTRUCTION CONTRACT AND CURATIVE WORK

(a) It is understood and agreed by and between the parties hereto in addition to the compensation shown in Paragraph 2.1 hereinabove, the City, its contractors or assigns, shall perform the following construction contract items at the time of the installation of the proposed project:

i. None

All work performed under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work and shall be completed in a good and workmanlike manner. All structures, improvements, or other facilities, when removed, and relocated or reconstructed by the City, shall be left in as good condition as found.

(b) It is understood and agreed by and between the parties hereto that the compensation paid to Grantor through this Agreement includes the value of and cost to remove, relocate, reconstruct, and/or refurbish the following improvements located on the Property:

i. None

It is further understood between the parties hereto that if the improvement items (None) referred to in Paragraph 7(b) above are not removed from the subject property by Grantor prior to ___N/A___ (date), but not sooner than Close of Escrow, City, its agents, contractors, or assigns, shall have the right to remove said improvements and dispose of same in any manner City deems appropriate without further notice or responsibility to Grantor whatsoever.

9. REMEDIES

If Grantor defaults under this Agreement, then City may, at City's option, terminate the Escrow or initiate an action for specific performance of this Agreement, or pursue any other rights or remedies that City may have at law or in equity. If City defaults under this Agreement, then Grantor may, at Grantor's option, terminate the Escrow or pursue any rights or remedies that Grantor may have at law or in equity.

10. MISCELLANEOUS

(a) Notice. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Postal Service in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Grantor: City of Riverside

3900 Main St.
Riverside CA, 92522

City:

City of Colton
650 N. La Cadena Dr.
Colton, CA 92324

Any party hereto may, from time to time, by written notice to the other parties, designate a different address, which shall be substituted for the one specified above. Any notice or other documents sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other documents in the United States mail.

(b) Time of Essence. Time is of the essence with respect to each and every provision hereof.

(c) Assignment. Neither this Agreement, nor any interest herein, shall be assignable by any party without prior written consent of the other party.

(d) Governing Law. All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California.

(e) Inurement. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties hereto.

(f) Attorney Fees. If any legal action, arbitration, or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of any alleged dispute, breach, default, or misrepresentation in connection with the Agreement, each party shall bear their own attorneys' fees.

(g) Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements 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.

(h) Additional Documents. The parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

(i) Confidentiality. [intentionally omitted]

(j) No Admissions. This Agreement is a compromise and settlement of outstanding claims between the parties relating to City's acquisition of the Fee Simple Acquisition and TCE and shall never be treated as an admission by either party to the Agreement for any purpose in any judicial, arbitration or administrative proceeding between the parties. This paragraph shall not apply to any claim that one may have against the other for breach of any provision or covenant of this Agreement.

(k) No Merger. All representations, warranties, acknowledgments, releases, covenants, and obligations contained in this Agreement shall survive delivery and recordation of the Grant Deed for the Fee Simple Acquisition and TCE.

(l) Ratification. This Agreement is subject to approval and ratification by the City Council of the City of Colton.

(m) Broker. Grantor and City each represent and warrant to the other that no broker, agent or finder has been engaged by it in connection with the transaction contemplated by this Agreement and that all negotiations relative to these instructions and this transaction have been carried out by such party directly with the other party without the intervention of any person in such a manner as to give rise to any valid claim against either of the parties for a broker's commission, finder's fee or other like payment. Each of the parties shall indemnify and defend the other party and hold it harmless from any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, which the other party may incur or sustain by reason of or in connection with any misrepresentation or breach of warranty by the indemnifying party with respect to the foregoing.

(n) Counterparts. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

(o) Legal Advice and Review. The parties hereby acknowledge that they have entered into this Agreement upon their own volition and have not relied upon the other party for any interpretation or legal advice relating hereto. The parties acknowledge that they have had an opportunity to have this Agreement reviewed by legal counsel of their choice. Therefore, the parties acknowledge their intent that this Agreement be construed as having been jointly created and that neither party shall be determined to be the drafter hereof.

EXECUTED on the date or dates set forth below. This Agreement shall be effective as of the date signed by all parties.

DATED:_____

Grantor:

CITY OF RIVERSIDE

_____
City Manager

ATTESTED TO:

By_____
City Clerk

APPROVED AS TO FORM:

Susan Wilson

Assistant City Attorney

DATED:_____

City:

CITY OF COLTON

_____

William R. Smith, City Manager

APPROVED AS TO FORM:

_____

City of Colton Attorney

Exhibit "A"

Grant Deed

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

CITY OF COLTON
Victor Ortiz
650 N. La Cadena Drive
Colton, CA 92324

Exempt from Recording Fees pe Govt. Code §27383
Exempt from Documentary Transfer Tax Per Rev. & Tax Code §11922

PORTION OF APN – 0276-122-06

Space above this line for Recorder's use

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CITY OF RIVERSIDE, A CALIFORNIA CHARTER CITY AND MUNICIPAL CORPORATION** ("**Grantor**"), hereby grants to **CITY OF COLTON, A PUBLIC AGENCY OF THE STATE OF CALIFORNIA ("Grantee")**, and its successor and assigns, the following described real property (the "**Property**") situated in the City of Colton, County of Riverside, State of California, more particularly described in the legal description attached hereto as Exhibit "A" and depicted or illustrated on the map attached hereto as Exhibit "B". Exhibit "A" and Exhibit "B" are attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be executed by its duly authorized officer.

DATED: _____, 2025

GRANTOR
CITY OF RIVERSIDE, A CALIFORNIA CHARTER AND MUNICIPAL CORPORATION

By: _____

It's: _____

Name: _____

APPROVED AS TO FORM:
BY: _____
ASSISTANT CITY ATTORNEY

ACKNOWLEDGEMENTS

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

STATE OF CALIFORNIA)

COUNTY OF _____)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A" TO GRANT DEED

LEGAL DESCRIPTION

May 11, 2023
BKF Job No: 20191410

COPY

LEGAL DESCRIPTION
EXHIBIT A
RIGHT OF WAY

Real property situate in the City of Colton, County of San Bernardino, State of California, described as follows:

Being a portion of Assessor's Parcel Number 0276-122-06, more particularly described as follows:

Commencing at the northerly terminus of a curve in the general easterly line of Mt. Vernon Ave. having a radius of 50.00 feet, central angle of 118°48'45", and arc length of 103.68 feet as shown on said Record of Survey No. 15-082 filed on March 16, 2017 as Document No. 2017-0113326 in Book 159 of Record of Surveys at Pages 72 through 82, inclusive, Records of San Bernardino County, said point being also at the intersection with centerline of Indian Knoll Road (old Mt. Vernon Avenue), now abandoned, as described in that certain document filed on August 9, 1922 in Book 764 of Deeds at Page 22, Official Records of San Bernardino County;

Thence along said general easterly line, North 88°47'48" West, 23.14 feet, to the **True Point of Beginning**;

Thence continuing along said general easterly line the following four (4) courses:

1) North 88°47'48" West, 6.51 feet;
2) North 15°34'48" West, 9.58 feet;
3) North 22°42'22" East, 58.55 feet;
4) North 10°45'17" East, 24.96 feet to the beginning of a non-tangent curve, concave west, having a radius of 181.98 feet, from said point a radial line bears South 66°10'13" West;

Thence leaving said general easterly line the following five (5) courses:

1) Southerly along said curve, through a central angle of 10°48'44", an arc length of 34.34 feet;
2) South 60°41'32" East, 4.49 feet;
3) South 30°16'37" West, 5.03 feet to the beginning of a non-tangent curve, concave northwest, having a radius of 552.94 feet, from said point a radial line bears North 60°38'55" West;
4) Southwesterly along said curve, through a central angle of 1°25'05", an arc length of 13.68 feet to the beginning of a non-tangent curve, concave northwest, having a radius of 700.75 feet, from said point a radial line bears North 59°18'20" West;
5) Southwesterly along said curve, through a central angle of 3°35'08", an arc length of 43.85 feet to the **True Point of Beginning**.

Containing an area of 1,321 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof.

For: BKF Engineers

Davis Thresh, P.L.S. No. 6868

05/11/2023
Dated

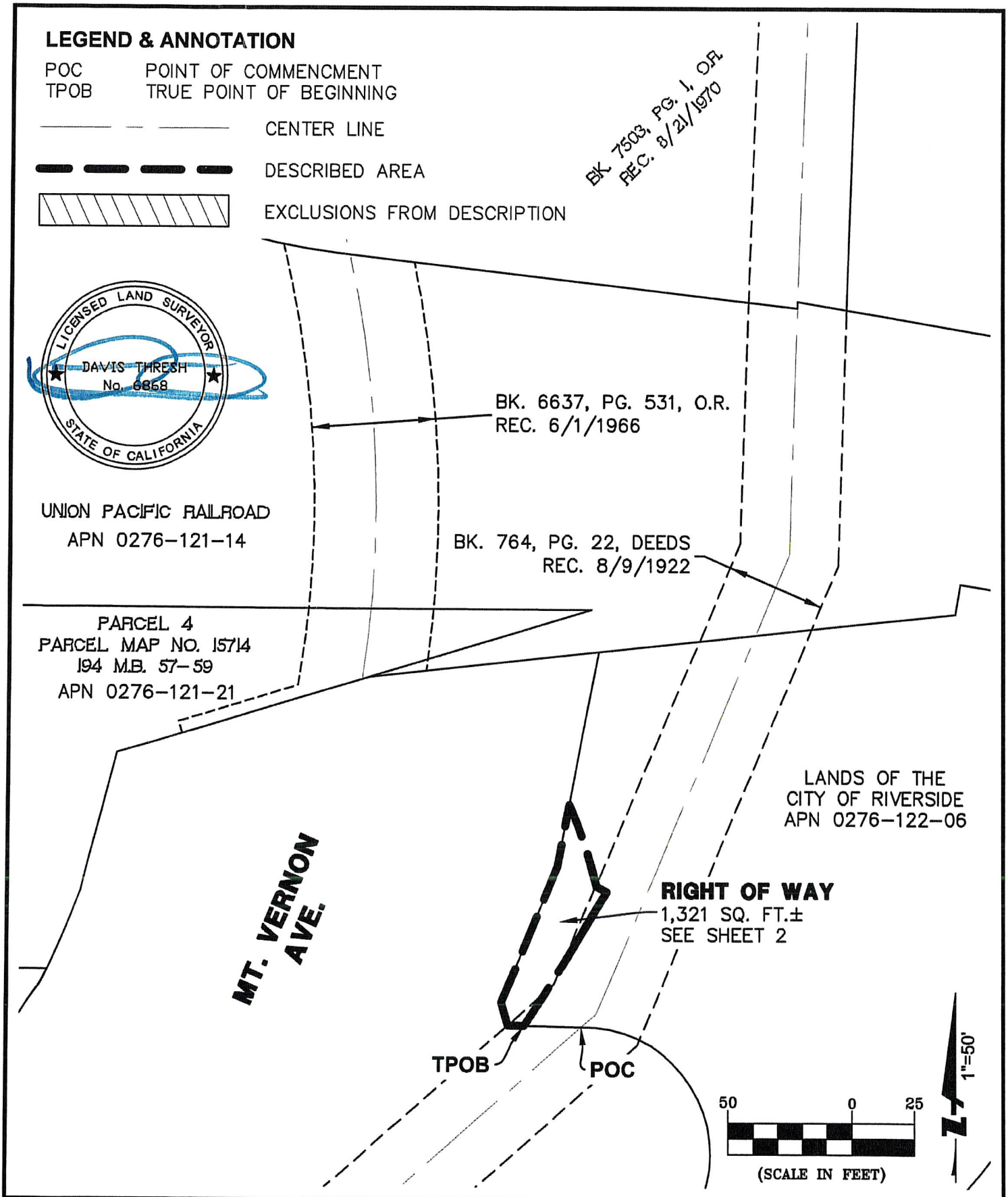
LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

DESCRIPTION APPROVAL:
BY: DB WM 3/5/2025
DATE
DOUGLAS B. WEBBER, L.S. 9477
CITY SURVEYOR

4675 MacArthur Ct.
Suite 400
Newport Beach
California 92660
phone 949.526.8460
fax 949.526.8499
www.bkf.com

EXHIBIT "B" TO GRANT DEED

DEPICTION OF PORTION ACQUIRED



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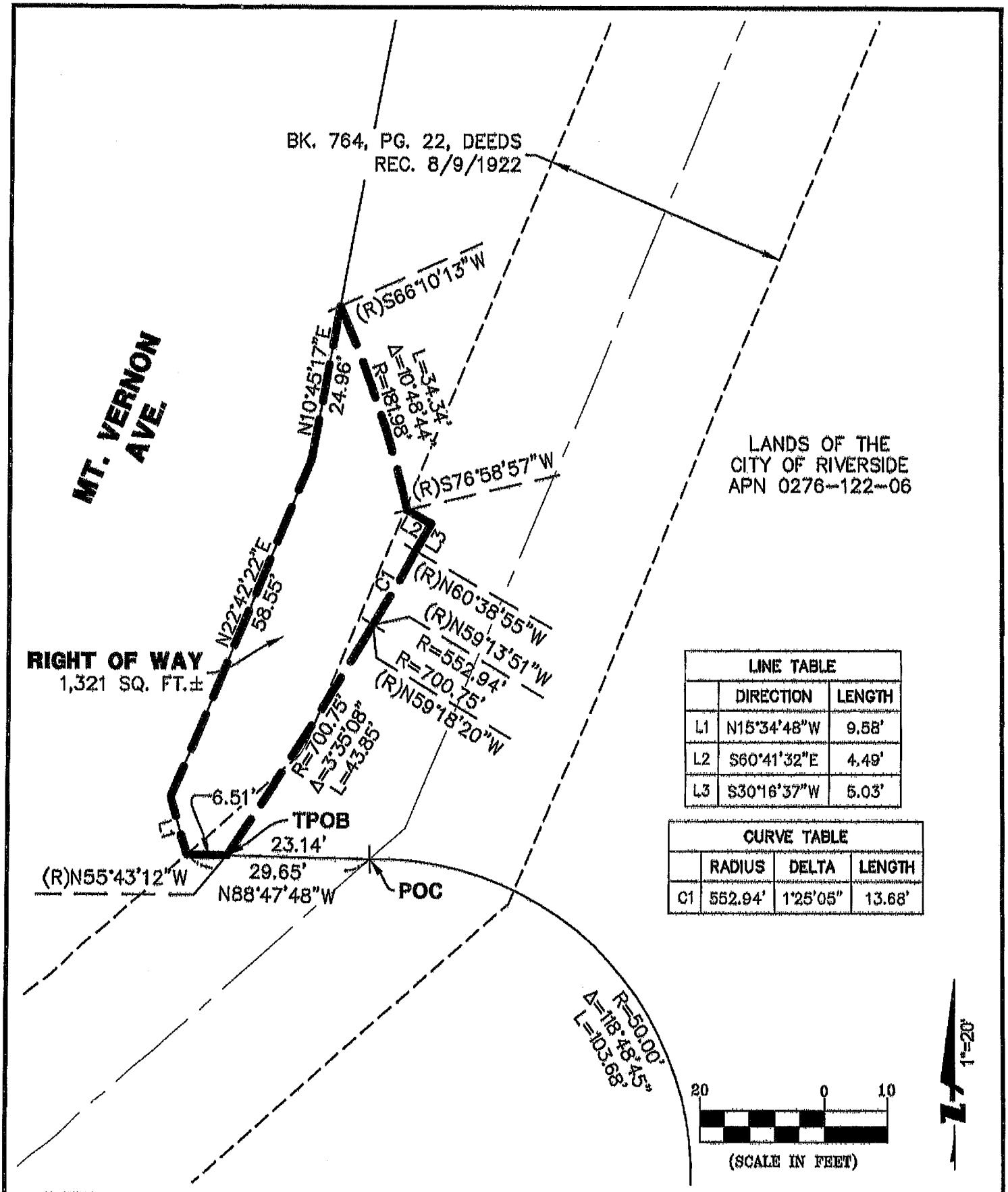
4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
Job No. 20191410
By MGR Date 5/11/23 Chkd. WS
SHEET 1 OF 2



LINE TABLE		
	DIRECTION	LENGTH
L1	N15°34'48"W	9.58'
L2	S60°41'32"E	4.49'
L3	S30°16'37"W	5.03'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	552.94'	1°25'05"	13.68'

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SHEET 2 OF 2

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the simple fee acquisition more particularly described in Exhibit "A" and Exhibit "B" to the attached Grant Deed to the undersigned City of Colton, the provisions of which instrument are incorporated by this reference as though fully set forth in this certificate, is hereby accepted by the undersigned officer/agent on behalf of the City of Colton, and the Grantee consents to recordation thereof by its duly authorized officer.

APN: 0276-122-06

By: _____

William R. Smith
City Manager

Dated: _____

Exhibit "B"

Temporary Construction Deed

RECORDING REQUESTED BY

WHEN RECORDED RETURN TO:

CITY OF COLTON
Victor Ortiz
650 N. La Cadena Drive
Colton, CA 92324

FREE RECORDING:
This instrument is for the benefit of the City of Colton and is entitled to be recorded without fee or tax. (Govt. Code 6103, 27383 and Rev. & Tax Code 11922).

APN: 0276-122-06

Above Space for Recorder's Use

TEMPORARY CONSTRUCTION EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CITY OF RIVERSIDE, A CALIFORNIA CHARTER AND MUNICIPAL CORPORATION** ("**Grantor**") hereby grants to the **CITY OF COLTON, A PUBLIC AGENCY OF THE STATE OF CALIFORNIA** ("**Grantee**") a temporary easement for construction purposes in, on, upon, over, under, and across that certain real property in the City of Colton, County of San Bernardino, State of California, described and depicted on **Exhibits "A" and "B,"** which are attached hereto by reference and made a part hereof (the "Temporary Construction Easement"). The term of the easement described herein shall commence on July 1, 2025, and expire sixty (60) months thereafter.

SEE EXHIBITS "A" and "B" ATTACHED HERETO

DATED: _____, 2025

GRANTOR
CITY OF RIVERSIDE, A CALIFORNIA CHARTER AND MUNICIPAL CORPORATION

By: _____

It's: _____

Name: _____

APPROVED AS TO FORM:

BY: _____
ASSISTANT CITY ATTORNEY

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature: _____ (SEAL)

EXHIBIT "A" TO TEMPORARY CONSTRUCTION DEED

LEGAL DESCRIPTION

May 11, 2023
BKF Job No: 20191410

COPY

LEGAL DESCRIPTION
EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT

Real property situate in the City of Colton, County of San Bernardino, State of California, described as follows:

Being a portion of Assessor's Parcel Number 0276-122-06, more particularly described as follows:

Beginning at the northerly terminus of a curve in the general easterly line of Mt. Vernon Ave. having a radius of 50.00 feet, central angle of 118°48'45", and arc length of 103.68 feet as shown on said Record of Survey No. 15-082 filed on March 16, 2017 as Document No. 2017-0113326 in Book 159 of Record of Surveys at Pages 72 through 82, inclusive, Records of San Bernardino County, said point being also at the intersection with centerline of Indian Knoll Road (old Mt. Vernon Avenue), now abandoned, as described in that certain document filed on August 9, 1922 in Book 764 of Deeds at Page 22, Official Records of San Bernardino County;

Thence along said general easterly line, North 88°47'48" West, 23.14 feet, to the beginning of a non-tangent curve, concave northwest, having a radius of 700.75 feet, from said point a radial line bears North 55°43'12" West;

Thence leaving said general easterly line and along proposed right of way lines the following five (5) courses:

1) Northeasterly along said curve, through a central angle of 3°35'08", an arc length of 43.85 feet to the beginning of a non-tangent curve, concave northwest, having a radius of 552.94 feet, from said point a radial line bears North 59°13'51" West;
2) Northeasterly along said curve, through a central angle of 1°25'05", an arc length of 13.68 feet;
3) North 30°16'37" East, 5.03 feet;
4) North 60°41'32" West, 4.49 feet to the beginning of a non-tangent curve, concave west, having a radius of 181.98 feet, from said point a radial line bears South 76°58'57" West;
5) Northerly along said curve, through a central angle of 10°48'44", an arc length of 34.34 feet to said generally easterly line of Mt. Vernon Ave.;

Thence along said easterly line North 10°45'17" East, 31.82 feet to the beginning of a non-tangent curve, concave southwest, having a radius of 244.54 feet, from said point a radial line bears South 44°33'38" West;

Thence leaving said easterly line southeasterly along said curve, through a central angle of 8°44'33", an arc length of 37.31 feet to the beginning of a non-tangent curve, concave west, having a radius of 25.00 feet, from said point a radial line bears North 88°54'56" West;

Thence northerly along said curve, through a central angle of 17°20'49", an arc length of 7.57 feet;

Thence North 16°15'45" West, 52.71 feet to the southerly line of Union Pacific Railroad as shown on said Record of Survey No. 15-082.

Thence along said southerly line North 83°46'11" East, 25.39 feet;

4675 MacArthur Ct.
Suite 400
Newport Beach
California 92660
phone 949.526.8460
fax 949.526.8499
www.bkf.com

May 11, 2023
BKF Job No: 20191410

Thence leaving said southerly line the following three (3) courses:

1) South 16°15'45" East, 48.28 feet to the beginning of a curve to the right, having a radius of 50.00 feet;
2) Southerly along said curve, through a central angle of 45°50'17", an arc length of 40.00 feet;
3) South 29°34'32" West, 77.60 feet to the general easterly line of Mt. Vernon Ave. being also a point on a non-tangent curve, concave south, having a radius of 50.00 feet, from said point a radial line bears South 4°44'59" West;

Thence along said easterly line westerly along said curve, through a central angle of 6°29'50", an arc length of 5.67 feet to the **Point of Beginning**.

Containing an area of 5,117 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof.

For: BKF Engineers

Davis Thresh, P.L.S. No. 6868

05/11/2023
Dated

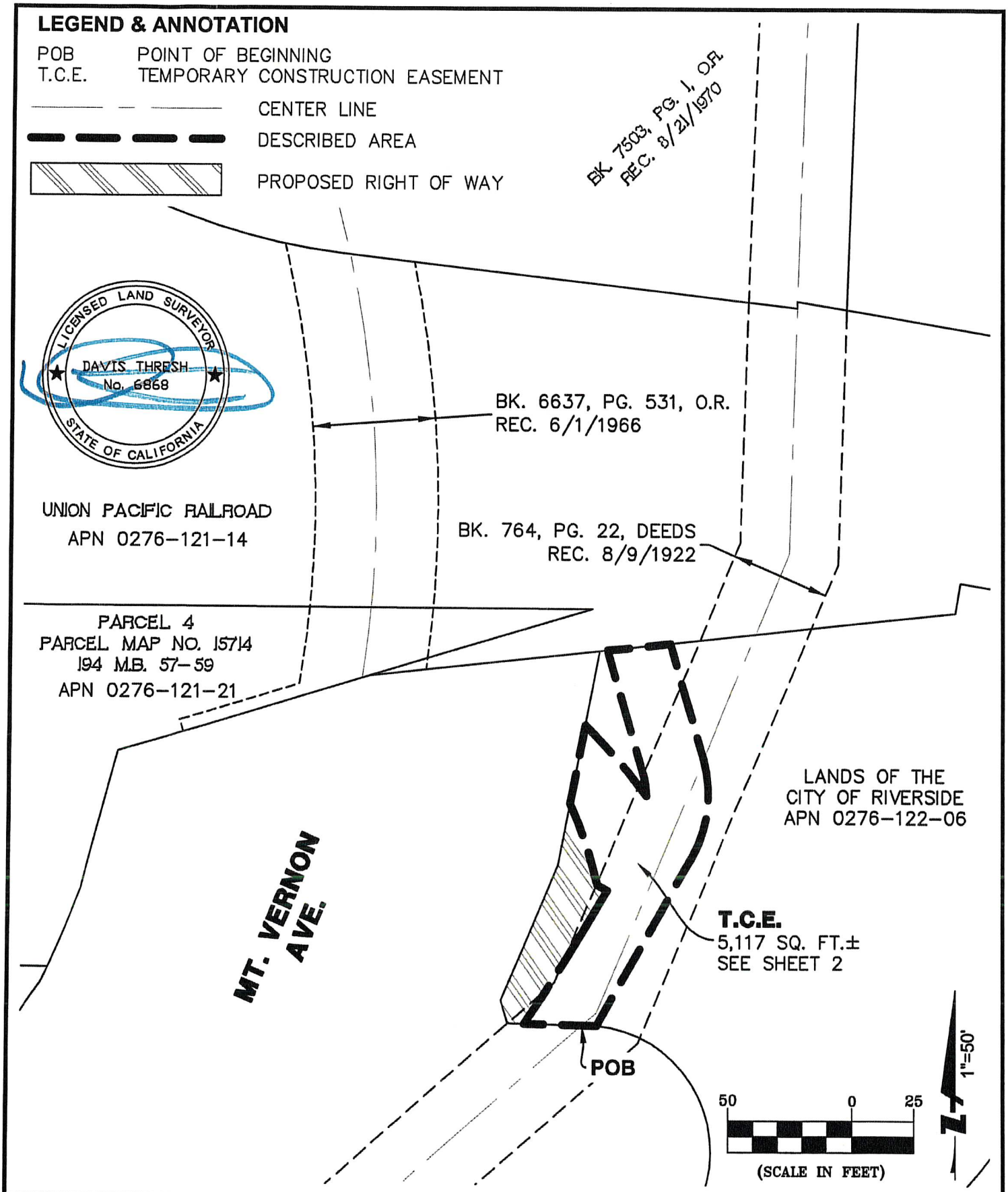
LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

DESCRIPTION APPROVAL:
BY: DB WW 3/5/2025
DATE
DOUGLAS B. WEBBER, L.S. 9477
CITY SURVEYOR

4675 MacArthur Ct.
Suite 400
Newport Beach
California 92660
phone 949.526.8460
fax 949.526.8499
www.bkf.com

EXHIBIT "B" TO TEMPORARY CONSTRUCTION DEED

DEPICTION OF PORTION ACQUIRED



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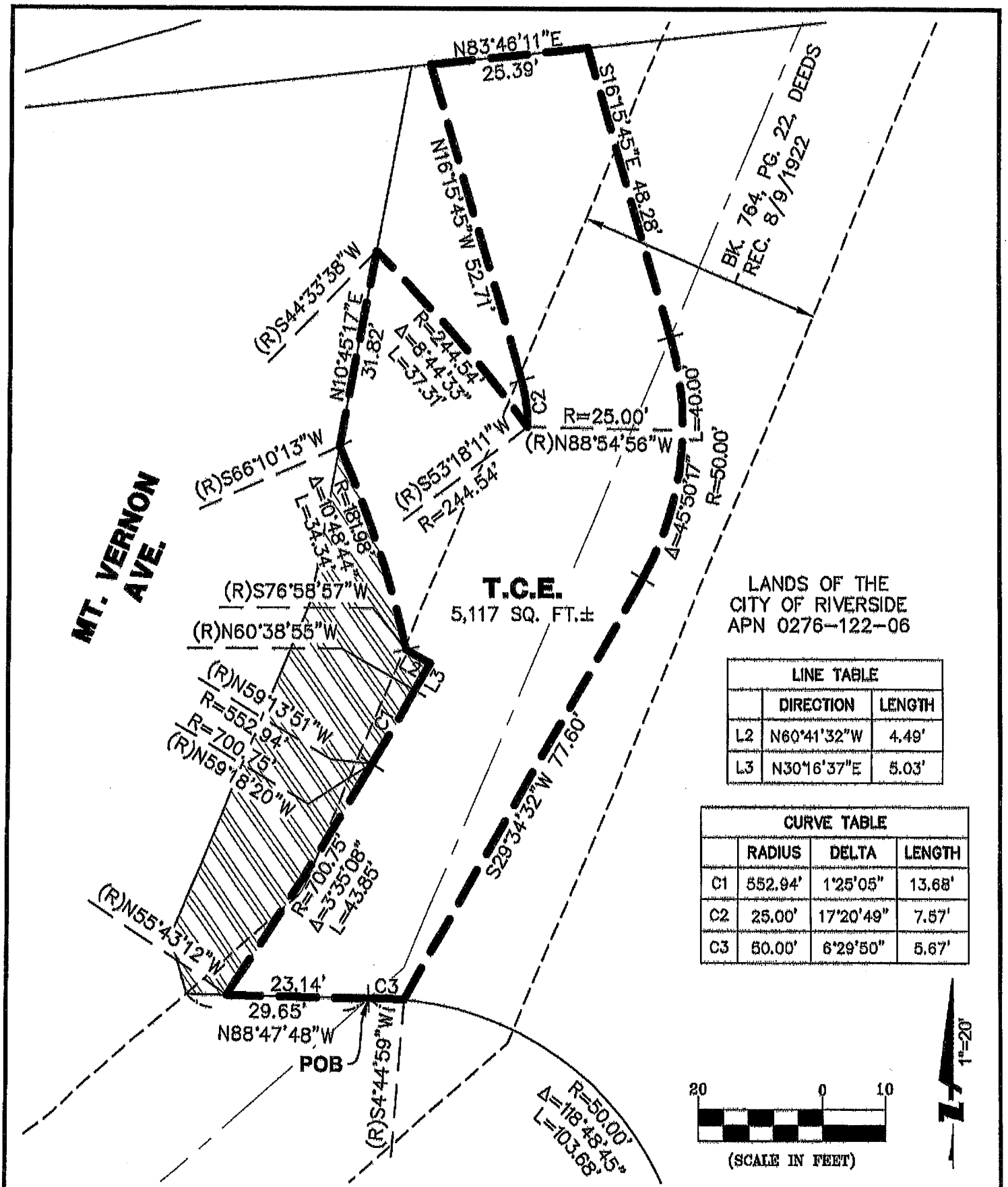

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CURVE TABLE			
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C2	25.00'	17°20'49"	7.57'
C3	50.00'	6°29'50"	5.67'

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SHEET 2 OF 2

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the temporary construction easement more particularly described in Exhibit "A" and Exhibit "B" to the attached Temporary Construction Easement Deed to the undersigned City of Colton, the provisions of which instrument are incorporated by this reference as though fully set forth in this certificate, is hereby accepted by the undersigned officer/agent on behalf of the City of Colton, and the Grantee consents to recordation thereof by its duly authorized officer.

APN: 0276-122-06

By: _____
William R. Smith
City Manager

Dated: _____