

RECORDING REQUESTED BY )  
AND WHEN RECORDED MAIL TO: )  
)  
)  
City of Riverside )  
3900 Main Street )  
Riverside, CA 92522 )  
Attn: City Manager )  
)  
Project: Whittier Alley, Riverside, )  
California, 92501 )

(Space above for Recorder's Use Only)

This document is exempt from the payment of a recording fee pursuant to Government Code § 6103 and 27388.1

**RECIPROCAL ACCESS, EASEMENT, AND IMPROVEMENT AGREEMENT  
FOR THE WHITTIER PLACE ALLEY VACATION**

THIS RECIPROCAL ACCESS, EASEMENT, AND IMPROVEMENT AGREEMENT ("Agreement") is made as of \_\_\_\_\_, 20\_\_ (the "Effective Date") by the City of Riverside, a California charter city and municipal corporation ("City"); and the Riverside Community College District, a California community college district ("RCCD"); and Girges Gad, owner of the property at (3690 University Avenue (APN 215022025) ("Owner") (together, the "Parties") with reference to the following facts:

**RECITALS**

- A. Whittier Place, an alley within the City of Riverside (the "Alley"), lies between White Park, owned by the City, along the southwest, and properties owned by RCCD and Owner to the northeast; between Chestnut Street to the northwest, and Market Street to the southeast, as depicted herein on Exhibit "A"; and
- B. RCCD and others have expressed concern over graffiti, trash, other illicit activities, the safety of students and the public in the Alley, all arising from transients and others from adjacent areas; and
- C. The Parties desire to cooperate to address the above concerns and have identified limiting public access to the Alley as a solution.

NOW, THEREFORE, the Parties hereby agree as follows:

**RECIPROCAL ACCESS AND EASEMENTS  
(BETWEEN ALL PARTIES)**

1. The City has conferred with all the other adjacent property owners (RCCD and Owner), and internally reviewed the public need for the Alley, and the Parties have determined and agree that unrestricted public access through the Alley is not needed, and that generally limiting Alley access to the property underlying the Alley to the Parties, their officers, directors, employees, guests, invitees, licensees, agents, contractors, tenants, and emergency services while preserving adequate access to all adjacent parcels, will benefit all the Parties.
  
2. The Parties agree and understand that the City's vacation of the Whittier Place right-of-way ("ROW"), will be recorded and effective after the improvements in Section 9 (below) are complete and operational. Upon the recording of the vacation, the adjacent property boundaries extend to the centerline of what was the Alley.
  
3. Any and all existing public, utility, and other easements, excepting the ROW, remain unchanged and in full force.
  
4. Each Party hereby grants to the other, its successors and assigns, a nonexclusive easement for ingress and egress over, along and across that Party's property within the area currently designated as an Alley, as depicted in Exhibit "A" (the respective easements, which together constitute the area currently designated as the Alley, which may also be referred to as the "Easement Area"), effectively creating a private alley.
  
5. The respective grants of easements above described are made for the purpose of maintaining the Parties' access for ingress and egress of motor vehicles through the Easement Area, explicitly including emergency access across and to all parts of the area currently designated as an Alley, and for the purposes of installing, maintaining, and operating the improvements in Section 9 (below). Except for the barrier gates provided herein, no Party shall construct, install, maintain or permit to remain any wall, fence or other barrier on or between the easements above granted that would preclude or interfere with the use of the easements and the Easement Area.
  
6. Each of the Parties agree that they will continuously maintain and repair their respective portions of the Easement Area at their own expense, and shall not perform any act, or allow any act to be performed, that will cause the deterioration of said easement. Should any Party (or Parties) fail to maintain their easement, the City, upon giving thirty (30) days written notice to repair, and upon failure of the other Party (or Parties) to repair the easement, shall have the right to repair the easement and seek reimbursement from the other Party (or Parties).
  
7. Each Party agrees the Easement Area shall serve as a private alley only for the benefit of the Parties, and shall use the Easement Area accordingly, and agrees not to create a public or private nuisance.

8. The Parties agree that the City and/or RCCD may host special events in the Easement Area, subject to permits obtained through the City's special events program, and the written approval by the City and/or RCCD.

**IMPROVEMENTS  
(BETWEEN CITY AND RCCD ONLY)**

9. In accordance with the Reimbursement Agreement attached hereto as Exhibit "B", and depicted in Exhibit "C", both attached hereto and incorporated by these references, the City agrees to install fencing and locked barrier gates (the "Improvements") and all appurtenances described herein, at RCCD's expense. The barrier gates shall be adequate to prevent unauthorized access by persons and vehicles. Each Party shall have keys or similar access through the barrier gates at Chestnut and Market Streets, and the north/south alleyway which connects University Avenue and White Park's northerly exit at any time. More specifically, access shall also include:

- a. Electronic or telecom access for vendors, contractors, and service providers
- b. Electronic + key access for shopping center's private property owner to facilitate maintenance
- c. Electronic + key access for Riverside Community College District staff
- d. Electronic + key + emergency services access for City of Riverside

9.1 The City will assist in the design process of these gates and will waive permitting fees for their installation (excepting electrical permits).

9.2 "Knox Boxes" shall be provided at each barrier gate to allow emergency access for fire, police, medical, and other emergency access. City shall also install locked pedestrian gates with panic hardware to allow egress at any time at Chestnut and Markets Streets, as depicted in Exhibit "C." City shall complete necessary construction work to ensure that pedestrian gates meet accessibility standards.

9.3 The Parties agree that the cost of ongoing maintenance, repairs, emergency repairs, and necessary replacement of the Improvements shall be shared between RCCD and the City as follows:

9.3.1 For the Improvements at Market and Chestnut Streets (Exhibit "C", locations 1 and 3)

9.3.1.1 During years 1-3 of this Agreement, RCCD and City shall share the costs equally, with the City's contribution capped at \$5,000 annually. RCCD shall be responsible for all costs after the City's \$5,000 limit is reached each year.

- 9.3.1.2 Beginning in year 4, and for the remainder of the term of this Agreement, the City agrees to pay 25% of the costs, with the City's contribution capped annually at \$5,000. RCCD shall be responsible for all costs after the City's \$5,000 limit is reached each year.
- 9.3.2 For the Improvements opposite White Park, between RCCD's buildings at 3892 and 3902 University Ave (Exhibit "C", location 2), RCCD shall maintain at its own expense.
- 9.3.3 For the Improvements on Whitter Place adjacent to White Park (Exhibit "C", location 2A), City shall maintain at its own expense.
- 9.4 "Maintenance" includes cleaning, mechanical upkeep, repainting, electrical or access hardware repairs, utility costs, and any other work required to maintain safe and functional operation. "Repairs" include as-needed corrective work due to wear, vandalism, or accidental damage.
- 9.5 In the event of emergency repairs necessary for public safety or emergency access, the Party discovering the issue may perform the work and shall notify the other Party within 48 hours. Costs shall be shared equally between RCCD and the City unless the repair was necessitated by the negligence or willful misconduct of one Party, in which case that Party shall bear the full cost.

**GENERAL PROVISIONS  
(BETWEEN ALL PARTIES)**

10. Each Party (City, RCCD, and Owner) agrees, at its cost and expense, to promptly defend the other Party, and that Party's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the work, activities, operations, or duties of the indemnifying Party, or of anyone employed by or working under the indemnifying Party, or 2) any breach of the Agreement by the indemnifying Party. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that Parties to be Defended are responsible, in part, for any loss, damage or injury. The indemnifying Party agrees to provide this defense immediately upon written notice from Parties to be Defended, and with well qualified, adequately insured and experienced legal counsel acceptable to the Parties to be Defended. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of the indemnifying Party and shall survive the termination of shall indemnify, defend, and hold harmless the other Parties, their governing boards, officers, agents, employees, and volunteers from and against any and all claims, liabilities, damages, losses, costs, or expenses arising out of or related to their own acts or omissions, or those of their agents, contractors, invitees, or licensees, in connection with the use, maintenance, or repair of the Easement Area.

11. Except as to the sole negligence or willful misconduct of the Party to be indemnified, each Party agrees to indemnify, protect and hold harmless the other Party and that Party's employees, officers, managers, agents, and council members ("Indemnified Parties") from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of this Agreement, or anyone employed by or working under the indemnifying Party or for services rendered to the indemnifying Party in the performance of this Agreement, notwithstanding that the Indemnified Parties may have benefited from its work or services, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officers, agents, or employees. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the indemnifying Party or anyone employed or working under the indemnifying Party.

12. Each Party shall maintain general liability insurance, or a program of self-insurance of commensurate levels, covering its use and activities within the Easement Area and shall provide proof of such insurance to the other Parties upon request. No Party shall be liable for any personal injury, property damage, or other loss occurring in or about the Easement Area except to the extent caused by its own negligence or willful misconduct.

13. Nothing in this Agreement shall be construed to impose upon any Party any obligation, duty, or liability toward any third party not a party to this Agreement, including but not limited to members of the public who may trespass or otherwise gain unauthorized access to the Easement Area.

14. This Agreement shall be effective on the date when fully signed, and shall continue in effect for 20 years, except as terminated below. Upon expiration, all easements granted by the Agreements shall explicitly terminate and be of no further force or effect. This Agreement may be renewed, extended, or modified only by the written agreement of the Parties hereto, their successors, or assigns.

15. Owner may withdraw from the agreement upon six months' notice to the other Parties. In the event of Owner's withdrawal, this agreement remains in full force and effect between City and RCCD. Owner shall, at its own expense, relocate the gates and all associated improvements at Chestnut Street to the property line between Owner and RCCD. Upon Owner's withdrawal, Owner's easement rights shall revert to those *status quo ante*; except that Owner shall have no rights to or through that revised gated area, any access to the remaining portion of the Easements, or to Market Street.

16. The City or RCCD may withdraw from this Agreement upon one year's notice to all remaining Parties. In the event of the City's or RCCD's withdrawal, this Agreement terminates as to all parties, and all improvements made under this Agreement shall be removed, and the

immediate area restored. Each Party shall pay to remove improvements on that Party's own property or the proportional costs per linear foot of gate, where a gate extends upon more than one property.

17. Service of any notices, bills, invoices or other documents required or permitted under this agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City

City of Riverside  
Gil Hernandez, Public Works Director  
3900 Main Street, 4<sup>th</sup> Floor  
Riverside, CA 92522

RCCD

Riverside Community College District  
Attn: \_\_\_\_\_  
3801 Market Street  
Riverside, CA 92501

Owner

Girges Gad  
Future Heroes, LLC  
7490 La Palma Avenue, #A  
Buena Park, CA 90620  
Email: [gadrealty1@gmail.com](mailto:gadrealty1@gmail.com)  
Riverside, CA 92522

18. This Agreement shall run with the land and each and all of the terms, burdens and benefits, shall be binding upon the Parties heirs, successors and assigns, and shall continue in effect until such time as the Parties, or their successors and assigns, terminate the easements by a writing duly recorded.

19. This Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of the properties described herein, or any parts thereof, is or may become vested in one party or entity.

20. Time is of the essence with respect to each and every provision hereof.

21. 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.

22. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, 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.

23. If any provision of this Agreement, or its application to any party or circumstances, is determined to be invalid or unenforceable to any extent by a court of competent jurisdiction, then the remainder of this Agreement, and the application of such provision to persons or circumstances other than those to which said provision has been determined to be invalid or unenforceable, shall not be affected thereby and each provision thereof shall be valid and enforced to the fullest extent permitted by law.

24. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

SIGNATURES ON FOLLOWING PAGE

CITY OF RIVERSIDE, a California charter city and municipal corporation

RIVERSIDE COMMUNITY COLLEGE DISTRICT, a California community college district

\_\_\_\_\_  
Mike Futrell  
City Manager

  
\_\_\_\_\_

Aaron S. Brown  
\_\_\_\_\_  
Printed Name

ATTEST:

Vice Chancellor, Businee & Financial Services  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Donesia Gause  
City Clerk

\_\_\_\_\_  
Printed Name

Certified as to Availability of Funds:

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Chief Financial Officer

APPROVED AS TO FORM:

OWNER  
  
\_\_\_\_\_  
Girges Gad (Jan 29, 2026 13:37:24 PST)

Susan Wilson/for  
Susan Wilson/for (Jan 29, 2026 15:14:57 PST)  
\_\_\_\_\_  
Anthony L. Beaumon  
Sr. Deputy City Attorney

Girges Gad  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Exhibit "A"

Legal Description and Plat for Whittier Alley

**EXHIBIT "A"**  
**Legal Description**

Project: Reciprocal Access, Easements, and Improvement Agreement  
Location: Whittier Place between the Northwestern line of Market Street  
and Southeasterly, of Vacated Chestnut Street

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

That portion of Whittier Place, 23 feet in width, lying Southeasterly of the Southwesterly prolongation of the Northwestern line of Lot 25 in Block 2 of DR. C. WHITTIER'S SUBDIVISION, on file in Book 3 of Maps, at Page 7 (formerly referred to as Page 8) thereof, Records of San Bernardino County, California, and lying Northwesternly of the Southwesterly prolongation of the Southeasterly line of Lot 1 in Block 1 of said DR. C. WHITTIER'S SUBDIVISION.

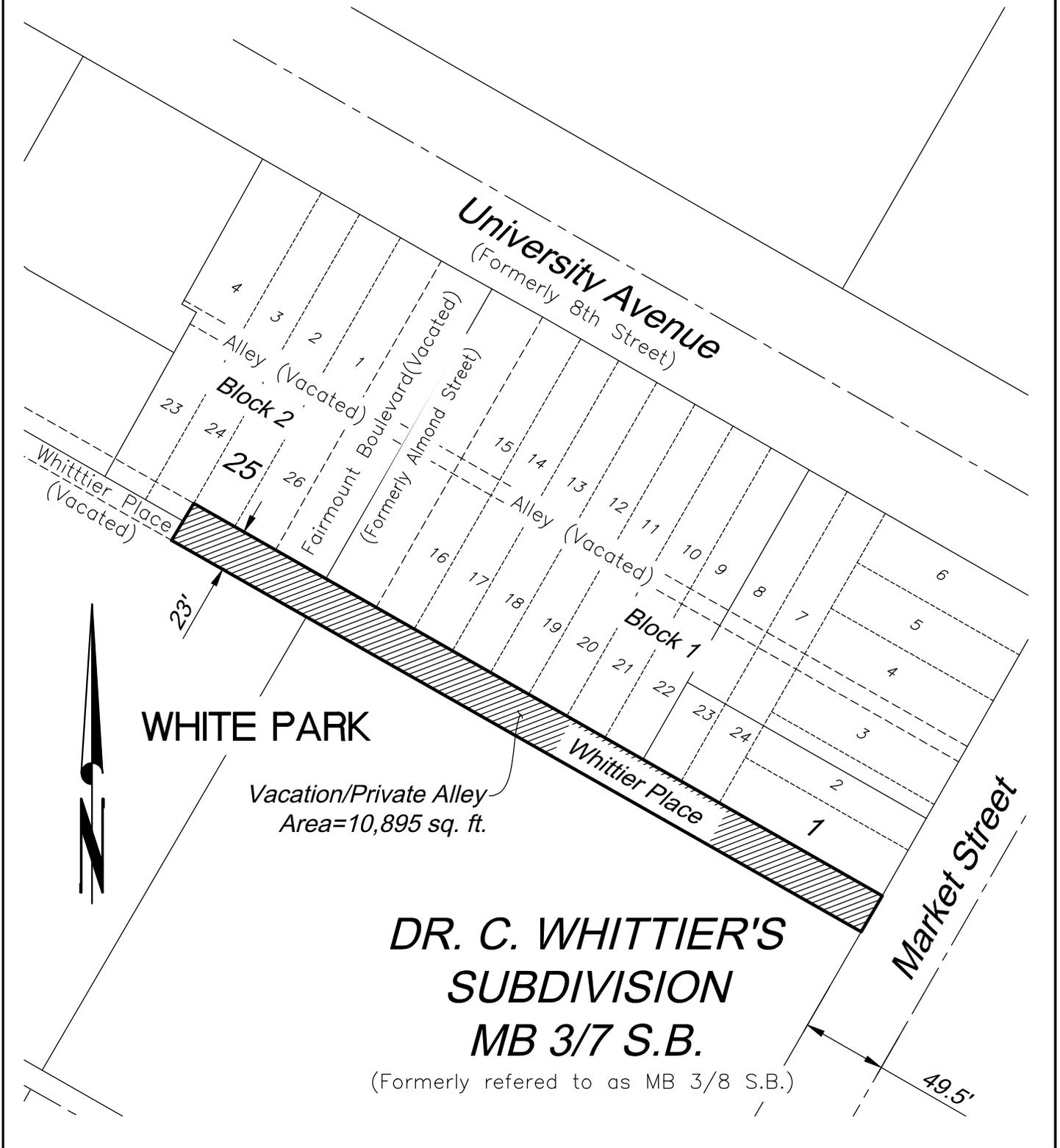
**Area = 10,895 sq. ft.**

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

DB Webber      6/12/2025      Prep. dbw  
Douglas B. Webber, L.S. 9477      Date



# EXHIBIT A



WHITE PARK

Vacation/Private Alley  
Area=10,895 sq. ft.

## DR. C. WHITTIER'S SUBDIVISION MB 3/7 S.B.

(Formerly referred to as MB 3/8 S.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 1

SCALE: 1' = 80'

DRAWN BY: dbw

DATE: 6/11/25

SUBJECT: Whittier Place - Vacation

Exhibit "B"

Reimbursement Agreement

**REIMBURSEMENT AGREEMENT**  
**BETWEEN THE CITY OF RIVERSIDE AND**  
**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**(Alleyway Fencing at Whitter Place)**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”) and the RIVERSIDE COMMUNITY COLLEGE DISTRICT, a California community college district (“RCCD”) with reference to the following facts:

**RECITALS**

**A.** Whitter Place is an alley within the City of Riverside (the “Alley”), which lies between White Park, owned by the City, along the southwest, and properties owned by RCCD and Private Property Owner (“Owner”) to the northeast; between Chestnut Street to the northwest, and Market Street to the southeast, as provided for in the Reciprocal Access, Easement, and Improvement Agreement for the Whittier Place Alley Vacation, a copy of which is attached hereto for reference as Exhibit A; and

**B.** The City and RCCD desire to limit public access to the area, and have identified the need to install alleyway fencing and gates at Whitter Place (“Project”); and

**C.** The City and RCCD desire to partner together to design, administer, and construct the Project; and

**D.** This Agreement defines specific terms, conditions, and funding responsibilities between the City and RCCD for the Project.

NOW THEREFORE, the Parties hereto agree as follows:

**1. Work.** The Work shall consist of all entitlements including any applicable California Environmental Quality Act (CEQA) documentation and construction required to complete the Alleyway Fencing at Whitter Place to City specifications. The Work includes, but is not limited to: all design, engineering, plans, estimates, materials, supplies, Utilities, labor, construction, inspection, and other services, as required by any CEQA, RCCD or City approvals.

**a. City’s Responsibilities.** The City is solely responsible to obtain, perform, or provide all aspects of the Work, including but not limited to: traffic signal plan design; pot-holing and utility coordination; contract administration; entitlements including applicable CEQA documentation, bidding/hiring of any contractors; management of any contractors; liability for installation of the traffic signal and its associated improvements; public works inspection of the signal; and traffic signal maintenance staff for traffic signal turn-on.

**b. RCCD's Responsibilities.** RCCD shall fully fund the construction costs as provided in section 3 of this Agreement.

**2. Term.** This Agreement shall be effective upon the recording of the RECIPROCAL ACCESS, EASEMENT, AND IMPROVEMENT AGREEMENT FOR THE WHITTIER PLACE ALLEY VACATION entered into by the parties thereto, and shall remain in effect until the Project is complete, unless otherwise terminated pursuant to the provisions herein.

**3. Compensation.** Within thirty (30) days of receiving a letter from the City documenting bidding results, RCCD shall concur with bid results by depositing funds with the City in the amount of the accepted bid, plus 10 percent contingency for construction costs. The estimate is Two Hundred Eighty-Nine Thousand One Hundred Fifty-Six Dollars and Twenty-Five Cents (\$289,156.25). If RCCD does not concur with bid results, the City shall rebid the project. The City shall fund entitlements, including applicable CEQA documentation. The City shall keep accurate records of costs expended for the Work and provide a copies to RCCD. Within thirty (30) days of the City's acceptance of the Work as completed, the City shall remit any unused balance to RCCD. This compensation shall not be increased beyond the amount described in the bidding results letter, without a signed agreement in writing by the City and RCCD.

**4. Competitive Bidding of Work.** The City shall solicit competitive bids for construction of the Work and in accordance with the competitive bidding procedures for public works projects undertaken.

**5. Construction of the Work.** The City shall construct and inspect the Work in accordance with any approved plans prepared by the City. The Project shall be completed within one year of the date of final execution of this Agreement.

**6. Compliance with Applicable Law.** The City shall require that its contractors comply with all federal, state, and local laws and regulations, including without limitation, building, plumbing, mechanical and electrical codes, and provisions of the City's municipal code, as applicable to construction of the Work in accordance with approved plans.

**7. Contractors.** The contractor(s) that the City employs to construct the Work shall be duly licensed, insured and bonded.

**8. Notices.** Service of any notices, bills, invoices or other documents required or permitted under this agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City

City of Riverside  
Gil Hernandez, Public Works Director  
3900 Main Street, 4<sup>th</sup> Floor  
Riverside, CA 92522

RCCD

Riverside Community College District  
Attn: \_\_\_\_\_  
3801 Market Street  
Riverside, CA 92501

**9. Nondiscrimination.** Except as provided in Section 12940 of the California Government Code, the Parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, genetic information, gender, gender identity, or gender expression, veteran or military status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment. Contractor shall also comply with the requirements of the Americans with Disabilities Act in the performance of the Agreement.

**10. Defense Obligation.** RCCD agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “City Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of RCCD, or of anyone employed by or working under RCCD, or 2) any breach of the Agreement by RCCD. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the City Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that City Parties to be Defended are responsible, in part, for any loss, damage or injury. RCCD agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of RCCD and shall survive the termination of this Agreement.

City agrees, at its cost and expense, to promptly defend the RCCD, and the RCCD’s employees, officers, managers, agents and Board Members (collectively the “RCCD Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the City, or of anyone employed by or working under the City, or 2) any breach of the Agreement by the City. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the RCCD Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the RCCD Parties to be Defended are responsible, in part, for any loss, damage or injury. City agrees to provide this defense immediately upon written notice from the RCCD, and with well qualified, adequately insured and experienced legal counsel acceptable to

RCCD. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of the City and shall survive the termination of this Agreement.

**11. Indemnity.** Except as to the sole negligence or willful misconduct of the City, RCCD agrees to indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and council members ("City Indemnified Parties") from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of this Agreement, or anyone employed by or working under RCCD or for services rendered to RCCD in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of RCCD, its officers, agents, or employees. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of RCCD or anyone employed or working under RCCD.

Except as to the sole negligence or willful misconduct of the RCCD, City agrees to indemnify, protect and hold harmless the RCCD and the RCCD's employees, officers, managers, agents, and Board Members ("RCCD Indemnified Parties") from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of this Agreement, or anyone employed by or working under the RCCD or for services rendered to the City in the performance of this Agreement, notwithstanding that the RCCD may have benefited from its work or services, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the City, its officers, agents, or employees. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the City or anyone employed or working under the City.

**12. Waiver.** No action or failure to act by the City and/or RCCD shall constitute a waiver of any right or duty afforded the parties under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing.

**13. Amendments.** This Agreement may be modified or amended only by a written agreement executed by the RCCD and the City.

**14. Time of Essence.** Time is of the essence for each and every provision of this Agreement.

**15. Severability.** Each paragraph and provision of this Agreement is severable from each and every other paragraph and provision, and if any paragraph, provision or part thereof is declared invalid, the remaining paragraphs and provisions shall nevertheless remain in full force and effect.

**16. Authority.** The individuals executing this agreement and the instruments referenced herein on behalf of the Parties each represent and warrant that they have the legal power, right and actual authority to bind the Parties to the terms and conditions hereof.

**SIGNATURES ON THE FOLLOWING PAGE.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

RIVERSIDE COMMUNITY COLLEGE DISTRICT, a California community college district

\_\_\_\_\_  
Mike Futrell  
City Manager

  
\_\_\_\_\_

Aaron S. Brown  
\_\_\_\_\_  
Printed Name

ATTEST:

Vice Chancellor, Business & Financial Services  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Donesia Gause  
City Clerk

\_\_\_\_\_  
Printed Name

Certified as to Availability of Funds:

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Chief Financial Officer

APPROVED AS TO FORM:

  
Susan Wilson/for (Jan 29, 2026 15:14:57 PST)  
\_\_\_\_\_  
Anthony L. Beaumon  
Sr. Deputy City Attorney

Exhibit "C"

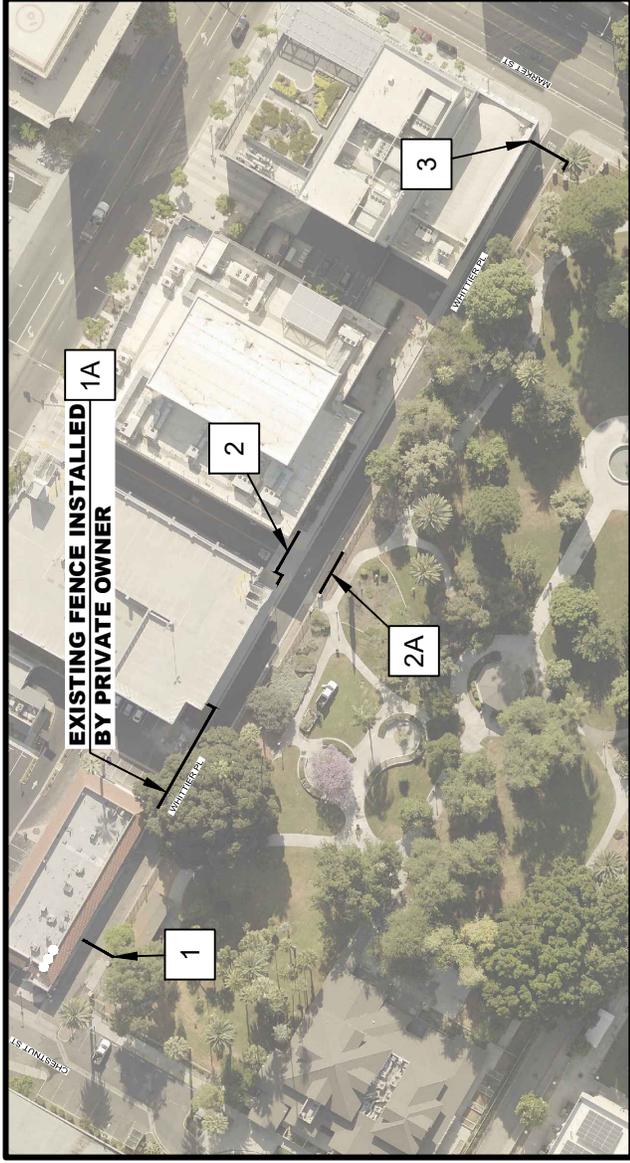
Fence and Gate Diagrams

# WHITTIER PLACE ACCESS IMPROVEMENTS

## FENCE/GATE MAINTENANCE RESPONSIBILITIES

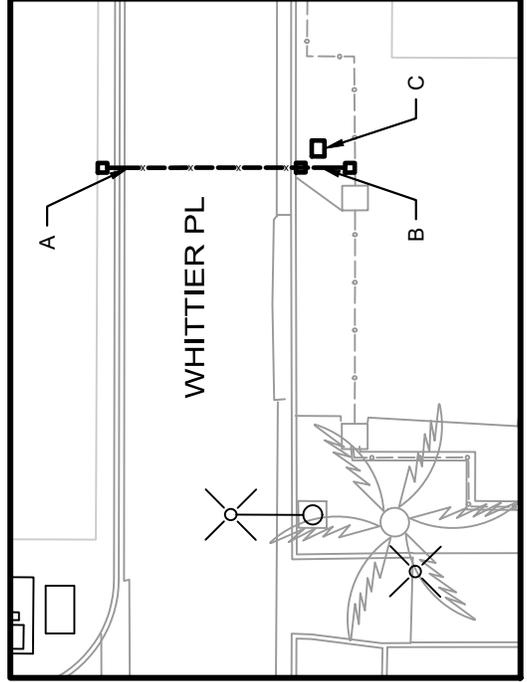
- 1. RCCD\*
- 1A. PRIVATE OWNER
- 2. RCCD
- 2A. CITY
- 3. RCCD\*

NOTE (\*): PARTIAL CONTRIBUTION BY THE CITY



## LOCATION MAP

NOT TO SCALE

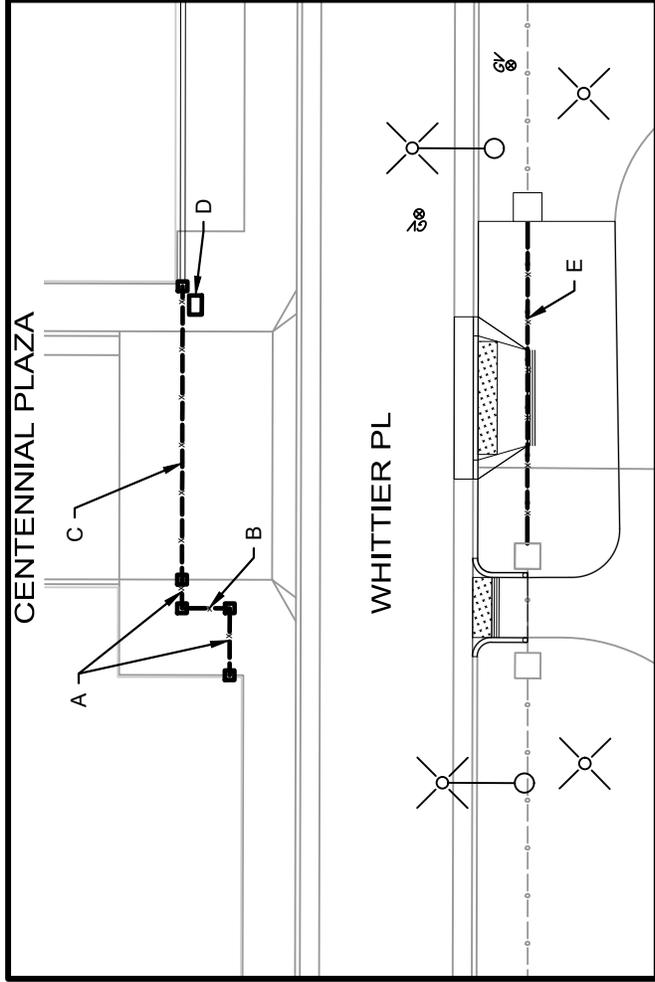


## CHESTNUT STREET AND WEST WHITE PARK ENTRY

SCALE 1"=20'

1

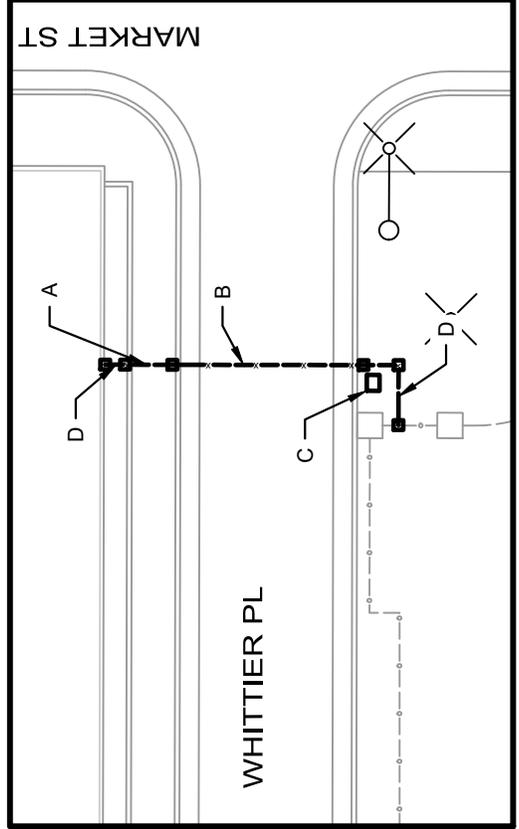
# WHITTIER PLACE ACCESS IMPROVEMENTS



**2 2A** FAIRMOUNT STREET AND WHITE PARK ENTRY

SCALE 1"=20'

- A. INSTALL SECURITY FENCING
- B. INSTALL PEDESTRIAN GATE WITH PANIC HARDWARE
- C. INSTALL VEHICULAR AUTOMATED ROLLING GATE
- D. INSTALL VEHICULAR ROLLING GATE MOTOR
- E. INSTALL ENTRY SWING GATES TO MATCH EAST WHITE PARK ENTRANCE



**3** WHITTIER PLACE AND MARKET STREET

SCALE 1"=20'

- A. INSTALL PEDESTRIAN GATE WITH PANIC HARDWARE
- B. INSTALL VEHICULAR AUTOMATED SWING OR ROLLING GATE
- C. INSTALL VEHICULAR SWING GATE MOTOR
- D. INSTALL SECURITY FENCING