

## **PURCHASE AND SALE AGREEMENT**

**FEDERAL AID PROJECT NO. CML-5058 (081)**

### **COUNTY OF RIVERSIDE**

This Purchase and Sale Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ("Effective Date"), by and between the **CITY OF RIVERSIDE**, a California charter city and municipal corporation ("Buyer") and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("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.

1.2 **Property.** Seller owns certain real property located at 2580, 2570, 2544, 2530 Third Street, and 3315 Park Ave., Riverside, California, bearing Assessor's Parcel Nos. ("APNs") 211-021-003, 211-021-004, 211-021-005, 211-021-027, and 211-021-022 ("Property").

1.3 **Agreement of Purchase and Sale.** Buyer desires to purchase permanent easements (6,174 S.F.) in a portion of the Property as described and depicted in Exhibits "A-1" and "A-2" attached hereto and incorporated herein by reference ("Easements"), and Seller desires to sell and convey the Easements to Buyer. It is understood and agreed that the amount payable in Section 2.1 of this Agreement also includes compensation in full for the actual access and use of the temporary construction easements located on APNs 211-021-003, 211-021-004, 211-021-005, and 211-021-027 (5,742 S.F.) for the period of thirty-six (36) months, as described and depicted in Exhibit "B-1" and "B-2", attached hereto and incorporated herein ("Temporary Construction Easements"). These Temporary Construction Easements shall commence on November 3, 2025. The Temporary Construction Easements shall terminate three (3) years after said commencement. The parties may enter into an amendment contract to extend the terms of the Temporary Construction Easements for additional consideration, if necessary. Buyer shall provide Seller with at least sixty (60) days' prior written notice before initial entry. Buyer also desires to compensate Seller for certain site improvements located on APN 211-021-022 within the permanent highway easement acquisition area of (211 S.F.), which includes two eucalyptus trees, the lawn and sprinklers, as further depicted in Exhibit "C," attached hereto and incorporated herein. Also, a cost to cure within the permanent easements identified as APNs: 211-021-003, 211-021-004, and 211-021-005

(5,437 S.F.), for the loss of ten (10) parking spaces are being compensated in the overall purchase price. The property interests Buyer is acquiring shall be collectively referred to as the "Easement Areas."

**1.4 Construction Contract Work.** Buyer desires to complete construction located in the permanent easement areas identified as APNs: 211-021-003, 211-021-004, and 211-021-005 (5,437 S.F.); project contractor will replace the wrought iron fencing, asphalt paving & striping, install a 6" concrete curb, driveway apron, and sliding gate. The existing trash enclosure structure identified within APN 211-021-027, will be removed and replaced with a double bay trash enclosure and relocated to the rear of the parcel as indicated in the engineering construction plans as depicted in Exhibit "C." Construction of the new trash enclosure will be completed prior to any other work on the properties. A separate right of entry agreement will be executed between the Buyer and Seller for the Buyer to complete this work on APN 211-021-008.

**1.5 Incomplete Legal Description.** If the legal description of the Easements and Temporary Construction Easements are not complete or are inaccurate, this Agreement shall not be invalidated, and the legal description shall be completed or corrected to meet the requirements of the title company to issue a title policy hereinafter described.

**1.6 Other Grants.** Notwithstanding any interests in the Easement Areas previously granted by Seller, it is agreed that Seller, or its successors in interest, will not, during the period between the Effective Date and the Close of Escrow (as such term is defined below): (a) grant any further interests in the Easement Areas, including but not limited to fee simple interests, easements, or other conveyances; (b) construct improvements on or make changes to the Easement Areas; or (c) rent, lease, license, or allow any new person to take possession of the Easement Areas or any part thereof (except for occupants residing there as of the Effective Date); if such actions would interfere with or adversely impact Buyer's use of the Easements and/or Temporary Construction Easements.

**1.7 Right of Access and Use** It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right of access and use of the Easements by the Buyer, shall commence on the Close of Escrow or, if applicable, the date specified in any order for access and use heretofore ordered by a court in any pending eminent domain action as to the Easements being acquired herein. The Temporary Construction Easements shall commence on November 3, 2025. The amount shown in Section 2.1 herein includes, but is not limited to, full payment for such access and use, including damages, if any, from said date.

**1.8 Compensation.** This Agreement is intended to be a resolution of all elements of "Just Compensation" to which Seller may be entitled and such other elements of damage, benefits, and assistance as are authorized by law. Buyer has made an offer to purchase the Easements and Temporary Construction Easements 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 Easements and Temporary Construction Easements.

1.9 **Compensatory Laws.** The parties hereby acknowledge that Seller, or its tenants, may be eligible to receive compensation, 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.

1.10 **Intentionally Deleted.**

1.11 **Purchase of Easement Areas.** Buyer is purchasing the Easements and Temporary Construction Easements "as is".

## **ARTICLE II PURCHASE PRICE, TITLE AND ESCROW**

2.1 **Purchase Price.** Buyer shall pay to the Seller the sum of **Four Hundred Thirteen Thousand Dollars (\$413,000)** ("Purchase Price") for the Easements and Temporary Construction Easements described in Section 1.3. 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 Buyer 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 Easements and Temporary Construction Easements 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 Easements and Temporary Construction Easements 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 agrees to assist with the removal of the new matters.

**2.7 Reports, Studies, and Agreements.** Within fifteen (15) calendar days of the Effective Date, Seller will provide Buyer with copies of any reports, studies, maps, or agreements affecting the Easements and/or Temporary Construction Easements, 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 Easements and/or Temporary Construction Easements.

### **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) Easement Deeds and Temporary Construction Deeds sufficient for recording, conveying the Easements and Temporary Construction Easements;
- (b) closing statement in form and content satisfactory to Buyer and Seller; and
- (c) all additional documents, instruments and sums which may be reasonably necessary for the Close of Escrow and to consummate the sale of the Easements and Temporary Construction Easements 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) closing statement in form and content satisfactory to Buyer and Seller; and
- (c) all additional documents and instruments which may be reasonably necessary for the Close of Escrow and to consummate the sale of the Easements and/or Temporary Construction Easements 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.

**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 be 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 EASEMENTS AND/OR TEMPORARY CONSTRUCTION EASEMENTS**

**4.1 Right of Entry.** After Seller's execution of this Agreement by the parties, and during Escrow, Seller grants to Buyer, its agents, employees or nominees, the right to enter into and upon the Easements and Temporary Construction Easements 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 Easements and/or Temporary Construction Easements. Buyer shall give Seller reasonable notice of such entry and shall not unreasonably interfere with any occupant's use of the Easement Areas or any of Seller's other operations on the Property. Buyer shall keep the Easements and/or Temporary Construction Easements free and clear of any liens or encumbrances that may arise out of Buyer's inspection of and activities on the Easements and/or Temporary Construction Easements. All costs, expenses, liabilities, or charges incurred in or related to the performance of any and all of such studies and work on the Easements and/or Temporary

Construction Easements, the preparation by Buyer of any plans or maps for the development or use of the Easements and/or Temporary Construction Easements, 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 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 exercised this right of entry, if this transaction is terminated. Buyer shall not have any such obligation if Escrow closes and title to the Easements and Temporary Construction Easements vests in Buyer. The right to enter the Easements and/or Temporary Construction Easements shall be co-extensive with the period during which Escrow is open, or any extension thereof.

**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 Easements and/or Temporary Construction Easements that has not been approved in writing by Buyer. For purposes of this Agreement, a "material change" shall be a change in the status of the use, occupancy, tenants or condition of the Easements and/or Temporary Construction Easements (including any destruction of the improvements) that occurs subsequent to the Effective Date of this Agreement. In the event there is a material change to the Easements and/or Temporary Construction Easements after the Effective Date, Buyer shall be required to purchase the Easements and Temporary Construction Easements 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 Easements and/or Temporary Construction Easements 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 Easements and Temporary Construction Easements by the Buyer, and Seller hereby expressly and unconditionally waives any and all claims for damages, improvements, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable pre-condemnation conduct, right of first refusal, or any other compensation or benefits, which may arise or have arisen out of Buyer's use of the Easements and Temporary Construction Easements and any claims pursuant to California Code of Civil Procedure Sections 1036, 1245.010, et seq., 1245.245, et seq., 1250.410, et seq., 1255.410, et seq., 1263.205, et seq., 1263.310, et seq., 1263.410, et seq., 1263.510, et seq., 1263.610, et seq., 1265.110, et seq., 1265.210, et seq., 1265.410, et seq., 1268.310, et seq., 1268.410, et seq., 1268.510, et seq., 1268.610, et seq., 1268.620, and 1268.710, et seq., and their successors, it being understood that this is a complete and full settlement of all acquisitions claims, liabilities, or benefits of any type or nature whatsoever relating

to or in connection with the acquisition of the Easements and/or Temporary Construction Easements. Nothing in this Agreement shall prohibit Seller from requiring additional consideration in connection with any extension or modification of the Easements or Temporary Construction Easements.

**5.2 Acknowledgment of Just Compensation.** This Agreement arose out of the Buyer's efforts to acquire the Easements and Temporary Construction Easements 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 Easements and Temporary Construction Easements. Nothing in this Agreement shall prohibit Seller from requiring additional consideration in connection with any extension or modification of the Easements or Temporary Construction Easements.

**5.3 Waiver and Release.** Seller hereby acknowledges that it has had the opportunity to speak with or have been advised by an attorney and are familiar with the provisions of 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 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."**

Seller acknowledges that it 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, Seller 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 they may have under California Civil Code Section 1542, or under any statute or common law or equitable principle of similar effect. This waiver shall not supercede any of the provisions of this Agreement or the rights of the parties hereto to enforce this Agreement in law or equity.

**5.4 Waivers.** Seller hereby waives the right to further and greater compensation and to have the adequacy of compensation determined in a court of law or equity, by a judge or a jury. Seller understands and knowingly agrees that this Section 5.4 shall extend to constitutional claims of whatever kind or nature that may be brought under the California and United States Constitutions and the federal civil rights statutes including, without limitation, claims arising under 42 U.S.C. Section 1983.

These acknowledgments, waivers, and releases shall survive the Close of Escrow.



## ARTICLE VI REPRESENTATIONS AND WARRANTIES

**6.1 Seller Representations, Warranties and Covenants.** Seller hereby represents, warrants, and covenants to Buyer as of the date of this Agreement, and upon the Close of Escrow, as follows, all of which shall survive the Close of Escrow:

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 Easements and Temporary Construction Easements 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, or any portion thereof, is the subject of a bankruptcy proceeding.

6.1.3 Other Agreements. With the exception of Seller's current tenants on the Property, 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 access is made available to Buyer, the Easements and/or Temporary Construction Easements, and improvements, including, without limitation, landscaping and grounds, shall be maintained in the same condition as upon the Effective Date of this Agreement.

6.1.5 Violation of Codes. Seller warrants that Seller has no knowledge of any notice of any violations of city, county, state, federal, building, zoning, fire, health codes or ordinances, or other governmental regulations filed or issued against the Easements and Temporary Construction Easements. Seller further warrants that it has no knowledge of any aspect or condition of the Easements and Temporary Construction Easements which violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, or of improvements or alterations made to the Easements and Temporary Construction Easements without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency, or of any casualty insurance company that any work, investigation, remediation, repair, maintenance or improvement is to be performed on the Easements and Temporary Construction Easements.

6.1.6 Zoning Changes. Seller represents that it is aware of no condemnation action (other than Buyer's existing or potential action, if any), zoning change or other proceedings or actions pending by any governmental or private party which would have an adverse material effect upon Buyer's development or use of the Easements and Temporary Construction Easements.

6.1.7 Geologic Condition. Seller represents that it has no knowledge of surface cracking or subsidence or other geologic condition in the immediate vicinity of the Easements and Temporary Construction Easements so as to affect the development or use of the Easements and Temporary Construction Easements. Further, Seller has no knowledge of any report prepared by any governmental agency relating to such geologic conditions as to the Easements and Temporary Construction Easements or the proximate area around the Easements and Temporary Construction Easements.

6.1.8 Maintenance of the Property. Except as provided in other provisions hereof dealing with destruction, damage or loss, Seller shall maintain the Property until the Close of Escrow in its present condition, ordinary wear and tear excepted.

6.1.9 Changes in Agreements. Prior to Close of Escrow, Seller will not violate, orally or in writing, any existing lease or other agreement, or create any new leases or other agreements affecting the Easements and/or Temporary Construction Easements without Buyer's prior written consent.

6.1.10 Possessory Rights. To the best of Seller's actual knowledge, as of the Close of Escrow, no person or entity will have any right to possession of the Property, except as disclosed by this Agreement, or otherwise in writing to Buyer.

6.1.11 Mechanics' Liens. There are no unsatisfied mechanic's or materialman's lien rights concerning the Easements and Temporary Construction Easements.

6.1.12 Actions. To the best of Seller's knowledge, no actions, suits, or proceedings are pending or threatened before any governmental department, commission, board, bureau, agency, court, or instrumentality that would affect the Easements and Temporary Construction Easements or the right to occupy or utilize the Easements and Temporary Construction Easements.

6.1.13 Notice of Changes. Seller will promptly notify Buyer in writing of any material change affecting the Easements and Temporary Construction Easements that becomes known to Seller 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. 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 the Buyers 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.

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.

**8.4 Buyer's Termination.** If Buyer exercises its rights under this Agreement to terminate this acquisition, Buyer shall provide written notice to the Sellers 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 Termination.** Seller may not terminate or rescind this agreement unless such termination or rescission is in writing to Buyer and Buyer has, in writing agreed to such termination or rescission.

## **ARTICLE IX MUTUAL AGREEMENTS**

**9.1 Studies.** 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 Easements and Temporary Construction Easements is contingent upon Buyer's compliance with the California Environmental Quality Act ("CEQA").

**9.3 Soil Inspection.** Buyer shall have the right to obtain a soil test report concerning the Easements and/or Temporary Construction Easements. Said report shall be obtained at Buyer's discretion and expense. 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.

**9.4 Abandonment of Personal Property.** Unless special arrangements have been made by the parties, any personal property left on the Easements and/or Temporary Construction Easements at the Close of Escrow shall be deemed abandoned and the property of the Buyer. Seller shall reimburse Buyer upon receipt from Buyer of an invoice evidencing the cost of said removal, less any offsets, if any. 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 Easement Areas.** Notwithstanding existing leaseholds and/or encumbrances of record, Seller and Buyer have made this Agreement upon the belief that there are no other agreements except this Agreement which will affect the Property via the Easements and Temporary Construction Easements beyond the Close of Escrow. If Seller determines that such agreements or exceptions exist which are not revealed herein and materially affect the Easement Areas, Seller shall provide Buyer with a copy immediately upon Seller's learning of its existence. Buyer may thereafter, prior to the Close of Escrow, either terminate this acquisition or modify the offered Purchase Price. After Close of Escrow, Seller shall not be liable for any undisclosed agreements or exceptions unless Seller had actual knowledge of such agreements prior to Close of Escrow and failed to disclose them. In such case, Seller's liability shall be limited to direct damages actually incurred by Buyer, and shall not include consequential damages, attorney's fees, or costs, except to the extent required by law. Seller shall not be obligated to indemnify Buyer unless and only to the extent such indemnification is required due to Seller's intentional misconduct or fraud.

**9.6 Condition of Property.** Upon Close of Escrow, Seller shall deliver the Easements and Temporary Construction Easements, including the interior of the structure(s) and the yard in a clean condition, both inside and out, with all trash, debris and personal property removed.

## **ARTICLE X HAZARDOUS SUBSTANCES**

**10.1 Hazardous Substances Disclosure.** The Easements and Temporary Construction Easements is subject to a disclosure as designated under Section 25359.7 of the Health and Safety Code, whereby Sellers are required to disclose if there are any hazardous substances, as defined in Health and Safety Code Section 25316, et seq., located on or beneath the property or adjacent thereto. It is understood and agreed between Buyer and Seller that closing of this Escrow is subject to and contingent upon receipt and approval of a written disclosure by Buyer. Said review and approval will not be unreasonably withheld or delayed by Buyer.

**10.2 Hazardous Substances.** Seller represents and warrants that it does not have knowledge of the existence or prior existence of any hazardous substances on the Easements and Temporary Construction Easements. In addition, Seller has no actual knowledge of the existence or prior existence of any above or below ground storage tank or tanks on the Easements and Temporary Construction Easements.

**10.3 Hazardous Substance Conditions Report.** Buyer shall have the right to obtain a Hazardous Substance Conditions report(s) or other environmental studies concerning the Easements and/or Temporary Construction Easements and relevant adjoining properties. Such report(s) will be obtained at Buyer's discretion and expense. If Buyer elects to secure such reports, Buyer shall use reasonable diligence to obtain such a report on a timely basis. If Seller has such a report, they shall provide Buyer with a copy thereof. If Seller has knowledge of any hazardous substance condition report that was prepared by any other person or entity including any governmental agency, Seller shall inform Buyer of the existence of such a report and its location within fifteen (15) calendar days from the Effective Date.

**10.4 Hazardous Substance Defined.** A "Hazardous Substance" for purposes of this Agreement shall mean and refer to any (a) hazardous or toxic wastes, materials or substances or chemicals and other pollutants or contaminants which are or become regulated by applicable local, state, regional and/or federal orders, ordinances, statutes, rules, regulations (as interpreted by judicial and administrative decisions) and laws, (b) asbestos, asbestos-containing materials or urea formaldehyde, (c) polychlorinated biphenyls, (d) flammable, explosive, corrosive or radioactive materials, (e) medical waste and biochemical, (f) gasoline, diesel, petroleum or petroleum by-products, (g) lead-based paint or (h) any substance set forth in Health and Safety Code section 25316, et seq., or whose nature and/or quality of existence, use, manufacture or effect, render it subject to federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "Hazardous Substance Condition" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Easements and/or Temporary Construction Easements or a Hazardous Substance that would or could require remediation and/or removal under applicable federal, state, or local law.

**10.5 Hazardous Substances Indemnity.** Seller expressly agrees to indemnify, defend, and hold Buyer, and its respective officials, officers, employees, agents, successors and assigns, harmless from and against any claim, action, liability, loss, damage, entry, judgment, order, lien, encumbrance, and costs and expenses that, directly or indirectly, arises from, or is in any way related to, the existence, release, treatment, use, generation, transportation, storage, or disposal in, on, under, to, or from the Easements and Temporary Construction Easements of any Hazardous Substances. For the purposes of this section, "costs and expenses" include, but are not limited to, the cost of any necessary, ordered, adjudicated, or otherwise required remediation or removal of Hazardous Substances, any cost of repair of improvements on the Easements and Temporary Construction Easements or adjacent property necessitated by or related to the remediation or removal of Hazardous Substances, the cost of any tests, samples, studies, investigations, or other preparation reasonably undertaken in preparation or furtherance of remediation or removal of Hazardous Substances, and the cost of preparing plans for the remediation or removal of Hazardous Substances. Notwithstanding the foregoing, Seller expressly agrees to, at its sole expense, and with legal counsel of the Buyer's choice, defend the Buyer and its respective officials, officers, employees, agents, successors and assigns in any action in which the Buyer or its respective officials,

officers, employees, agents, successors and assigns become or may become involved as a result of the existence, release, treatment, use, generation, transportation, storage, or disposal in, on, under to, or from the Easements and Temporary Construction Easements of any Hazardous Substances. Seller's obligations under this section shall survive the Close of Escrow.

## **ARTICLE XI EMINENT DOMAIN**

### **11.1 Threat and Imminence of Condemnation.**

- a. On March 25, 2025, the City Council of Buyer adopted Resolution of Necessity No. 24237 to authorize an eminent domain action to acquire the Easements and Temporary Construction Easements for the Third Street Grade Separation Project. On April 3, 2025, Buyer filed a complaint in eminent domain, Riverside County Superior Court Case No. CVRI2501832, to acquire the Easements and Temporary Construction Easements (the "**Action**"). After the Closing, Buyer will dismiss the Action as to Seller and release the lis pendens on the Easement Areas.
- b. Seller and Buyer have, however, agreed to complete Buyer's acquisition of the Easements and Temporary Construction Easements under this Agreement rather than through eminent domain litigation. Both Seller and Buyer recognize the expense, time, effort, and risk to both parties in determining compensation for the Easements and Temporary Construction Easements by eminent domain litigation. The total compensation to be paid by Buyer for Seller's rights, title, and interest in the Easements and Temporary Construction Easements shall be the Purchase Price. As a condition of this sale of the Easements and Temporary Construction Easements, Seller hereby waives and releases any and all claims it may have against Buyer for any compensation of any type or manner other than the Purchase Price, as further set forth in Section 11.2. Seller further waives and releases Buyer from any and all claims or causes of action for inverse condemnation, precondemnation damages, lost business goodwill, severance damages, attorneys' fees, experts' fees, or any other alleged injuries or losses arising from or related to the Notice of Hearing, adoption of the Resolution of Necessity, filing of the complaint in eminent domain, Buyer's purchase of the Easements and Temporary Construction Easements, or the Project, including all rights it may have under Civil Code section 1542. That section 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.**

11.2 **Waiver.** The undersigned Seller hereby agrees to make no claims in eminent domain and/or inverse condemnation against the Buyer relating to the Easement Areas, improvements, improvements pertaining to the realty, fixtures and equipment, personal property and/or loss of goodwill related thereto, relocation assistance benefits, severance damages, interest, claims for inverse condemnation and/or unreasonable pre-condemnation conduct, right of first refusal, including without limitation any claims for fees, costs, attorneys' fees, abandonment costs, interest, those claims, if any, which may arise or have arisen out of Buyer's immediate access and use of the Easements and Temporary Construction Easements and any claims pursuant to California Code of Civil Procedure Sections 1036, 1245.010, et seq., 1245.245, et seq., 1250.410, et seq., 1255.410, et seq., 1263.205, et seq., 1263.310, et seq., 1263.410, et seq., 1263.510, et seq., 1263.610, et seq., 1265.110, et seq., 1265.210, et seq., 1265.410, et seq., 1268.310, et seq., 1268.410, et seq., 1268.510, et seq., 1268.610, et seq., 1268.620, and 1268.710, et seq., and their successors. Seller also agrees and consents to the dismissal of any eminent domain action in the court wherein the described land, improvements, personal property, relocation, fixtures and equipment or goodwill is included and also waives any and all claims to any money that may have been deposited in the court or with the State or County Treasurer in such action, including any interest that may have accrued thereon.

11.3 **Order for Access and Use.** Seller expressly consents to an immediate order for prejudgment access and use provided that Buyer has made a deposit of probable compensation in the amount of Four Hundred Thirteen Thousand Dollars (\$413,000). Seller expressly waives the right to service and notice of the following: Summons and Complaint, Notice of Deposit, and Motion for Order for Early Access and Use. The order for immediate access and use shall be deemed effective on the date of issuance by a court of proper jurisdiction.

**ARTICLE XII  
MISCELLANEOUS**

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

12.2 **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.

12.3 **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.

12.4 **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.



**12.5 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.

**12.6 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.

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

**12.8 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	County of Riverside Department of Facilities Management 3450 14 <sup>th</sup> Street, Suite 200 Riverside, CA 92501 Attn: Deputy Director Phone: (951) 955-4850 Email: fmresupportstaff@rivco.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.

**12.9 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.

**12.10 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.

**12.11 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.

**12.12 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.

**12.13 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.

**12.14 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.

**12.15.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.

**12.15.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.

**12.16 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.

**12.17 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.

**12.18 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.

**[SIGNATURES ON FOLLOWING PAGE.]**

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

CITY OF RIVERSIDE,  
a California charter city and municipal  
corporation

COUNTY OF RIVERSIDE,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Mike Futrell  
City Manager

By: \_\_\_\_\_  
V. Manuel Perez, Chair  
Board of Supervisors

ATTESTED TO:

ATTEST:  
Kimberly A. Rector  
Clerk of the Board

By: \_\_\_\_\_  
Donesia Gause  
City Clerk

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

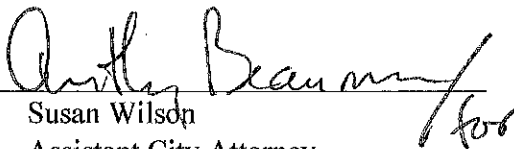
Certified as to Availability of Funds:

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

APPROVED AS TO FORM:  
Minh C. Tran, County Counsel

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ryan Yabko  
Deputy County Counsel

By:   
Susan Wilson  
Assistant City Attorney

**EXHIBIT "A"**

**PERMANENT EASEMENTS**

**LEGAL DESCRIPTIONS AND PLAT MAPS**

EXHIBIT "A-1"

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)

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FOR RECORDER'S OFFICE USE ONLY

Project: 3<sup>rd</sup> Street Grade Separation  
Por. APN: 211-021-003 – 005 & 022  
Address: 3315 Park Avenue  
Caltrans Project: CML 5058(081)

**D -**

***GRANT OF EASEMENT***

**COUNTY OF RIVERSIDE**, a political subdivision of the State of California, as 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, an easement and right-of-way for public street and  
highway purposes, together with all rights to construct and maintain the same, as well as  
pedestrian walkway facilities, manufactured slopes, utilities, including but not limited to electric  
energy distribution, transmission and telecommunications facilities, waterline distribution and  
transmission facilities, sanitary sewers, storm drains, traffic signals and related electrical  
facilities, gas line facilities, and other improvements consistent with the use as a public street  
and highway, 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.

Dated \_\_\_\_\_

**COUNTY OF RIVERSIDE,  
a political subdivision 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**

Street and Highway Easement

Por. APN: 211-021-003, -004, -005 and -022

Address: 2544 to 2580 3rd Street, 3315 Park Street

**PARCEL 1** - Por. APN: 211-021-003, -004, -005

That certain real property located in the City of Riverside, County of Riverside, State of California, being a portion of Lots 7, 8 and 9 in Block 2 and Lots 2 and 3 in Block 1 and a portion of 3rd Street (vacated) of White's Addition as shown by Map on file in Book 6, Page 48 of Maps, Records of San Bernardino County, California, described as follows:

**BEGINNING** at the most Northerly corner of said Lot 7;

Thence South 29°45'00" West, along the Northwesterly line of said Lot 7, a distance of 5.51 feet to the beginning of a non-tangent curve, concave Northerly, having a radius of 796.00 feet, a radial bearing to said point bears South 8°50'22" West;

Thence Easterly to the left along said curve an arc length of 205.32 feet, through a central angle of 14°46'44" to the Southeast line of Lot 3 in Block 1 of said White's Addition to Riverside;

Thence North 29°44'07" East, along said Southeasterly line, a distance of 27.05 feet to the Southerly line of Blaine Street as conveyed to the City of Riverside by Deed recorded September 28, 1889 in Book 104, Page 169 of Deeds Records of San Bernardino County, California;

Thence South 89°57'59" West, along said South line, a distance of 238.75 feet to a point on the Northeasterly line of Lot 6, in Block 2 of said White's Addition;

Thence South 60°12'36" East, along said Northeasterly line, a distance of 26.94 feet to the **POINT OF BEGINNING**.

Area - 5,437 S.F. more or less

**PARCEL 2** - Por. APN: 211-021-022

That certain real property located in the City of Riverside, County of Riverside, State of California, being a portion of Lot 1 of Fayle's Subdivision as shown by Map on file in Book 8, Page 16 of Maps, Records of Riverside County, California, described as follows:

**COMMENCING** at the Northwest corner of said Lot 1;

Thence North 89°57'59" East, along the North line of said Lot 1, a distance of 60.00 feet to the Northwest corner of that Grant Deed to the City of Riverside recorded June 20, 1980 as Instrument No. 113551 of Official Records of Riverside County, California;

Thence South 29°44'07" West, along a line parallel to the Westerly line of said Lot 1, a distance of 12.67 feet to the Southwest corner of said Grant Deed and to the **POINT OF BEGINNING**;

Thence South 29°44'07" West, continuing along said parallel line a distance of 6.92 feet;

Thence North 84°58'12" East, a distance of 15.83 feet to the beginning of a tangent curve, concave Southerly, having a radius of 955.00 feet;

Thence Easterly to the right along said curve an arc length of 47.29 feet, through a central angle of 2°50'15" to the Southwest line of said Grant Deed and to the beginning of a non-tangent curve, concave Southwesterly, having a radius of 39.50 feet, a radial bearing to said point bears North 33°46'37" East;

Thence Northwesterly to the left along said curve an arc length of 3.22 feet, through a central angle of 4°40'12" to the South line of said Grant Deed;

Thence South 89°57'59" West, along said South line, a distance of 56.78 feet to the **POINT OF BEGINNING**.

Area – 211 S.F. more or less

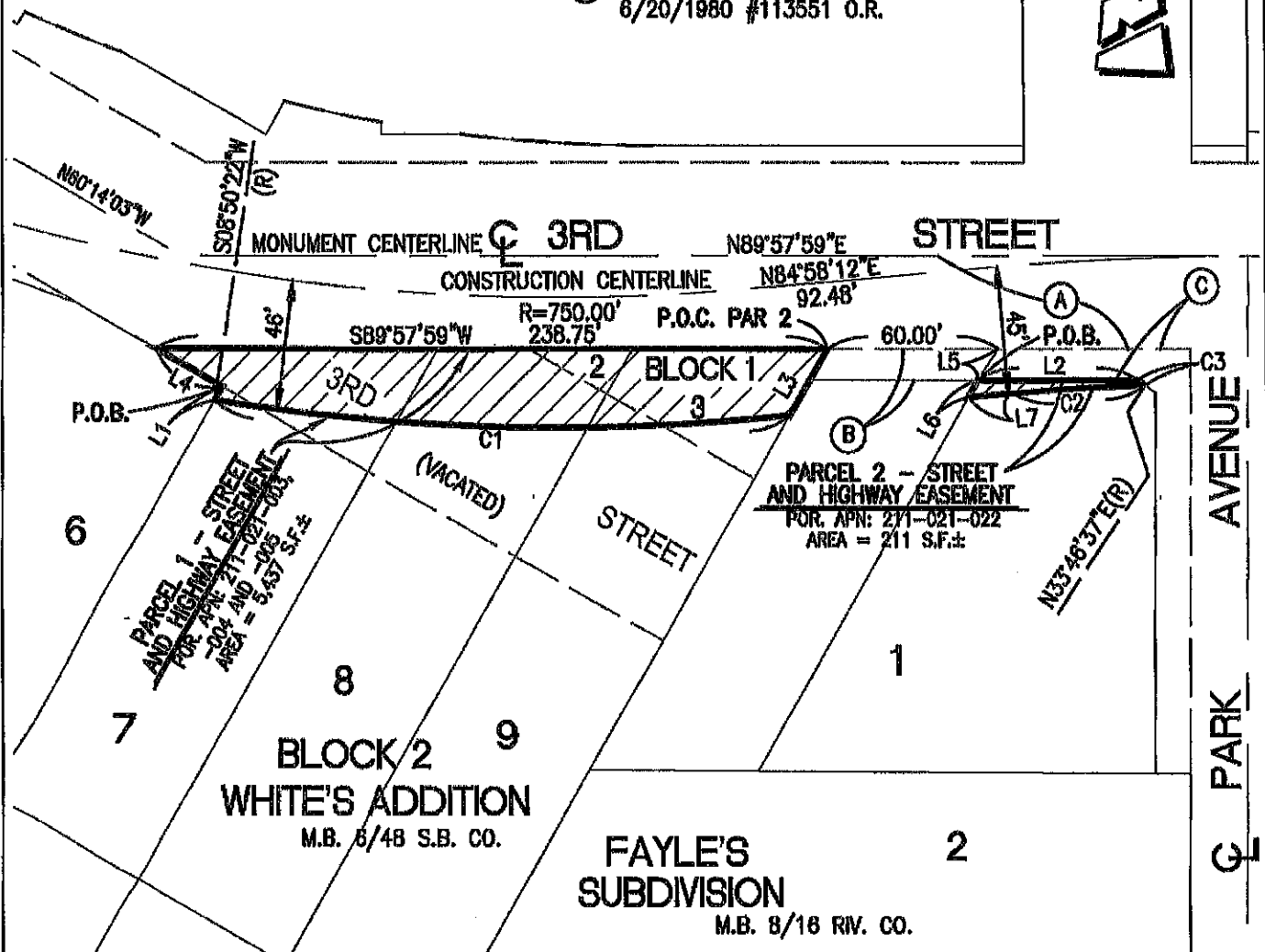
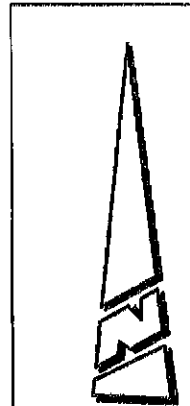
This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors Act.

Eswin O. Vega 9/21/23 Prep. \_\_\_\_\_  
Eswin O. Vega, P.L.S. 9164 Date



CURVE DATA			
SYM	RADIUS	DELTA	LENGTH
C1	796.00'	14°46'44"	205.32'
C2	955.00'	2°50'15"	47.29'
C3	39.50'	4°40'12"	3.22'

- (A) DEED REC. 9/26/1889  
BOOK 104, PAGE 169 O.R.
- (B) GRANT OF EASEMENT REC.  
3/7/2003 #2003-160386 O.R.
- (C) GRANT DEED REC.  
6/20/1980 #113551 O.R.



• CITY OF RIVERSIDE, CALIFORNIA •

**SHEET 1 OF 1**

**SUBJECT: 2544 3RD STREET -R/W- APN 211-021-003, -004, -005, -022**

EXHIBIT "A-2"

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: 3<sup>rd</sup> Street Grade Separation  
Por. APN: 211-021-027  
Address: 2530 3rd Street  
Caltrans Project: CML 5058(081)

**D -**

***GRANT OF EASEMENT***

**COUNTY OF RIVERSIDE**, a political subdivision of the State of California, as 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, an easement and right-of-way for public street and  
highway purposes, together with all rights to construct and maintain the same, as well as  
pedestrian walkway facilities, manufactured slopes, utilities, including but not limited to electric  
energy distribution, transmission and telecommunications facilities, waterline distribution and  
transmission facilities, sanitary sewers, storm drains, traffic signals and related electrical  
facilities, gas line facilities, and other improvements consistent with the use as a public street  
and highway, 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.

Dated \_\_\_\_\_

**COUNTY OF RIVERSIDE,  
a political subdivision 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**

Street and Highway Easement  
Por. APN: 211-021-027  
Address: 2530 Third Street

That certain real property located in the City of Riverside, County of Riverside, State of California, being a portion of Lot 1 of Fayle's Subdivision as shown by Map on file in Book 8, Page 16 of Maps, Records of Riverside County, California, described as follows:

**COMMENCING** at the Northwest corner of said Lot 1 also being the Northwest corner of that Grant Deed to the City of Riverside recorded June 20, 1980 as Instrument No. 113551 of Official Records of Riverside County, California;

Thence South 29°44'07" West, along the Westerly line of said Lot 1 and said Grant Deed, a distance of 12.67 feet to the Southwest corner said Grant Deed and to the **POINT OF BEGINNING**;

Thence South 29°44'07" West, continuing along said Westerly line of Lot 1, a distance of 13.28 feet;

Thence North 84°58'12" East, a distance of 63.40 feet to a line parallel with and distant 60.00 feet Easterly, measured along the Northerly line of said Lot 1;

Thence North 29°44'07" East, along said parallel line, a distance of 6.92 feet to the Southeast corner of said Grant Deed;

Thence South 89°57'59" West along the Southerly line of said Grant Deed a, a distance of 60.00 feet to the **POINT OF BEGINNING**.

Area – 526 S.F. more or less

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

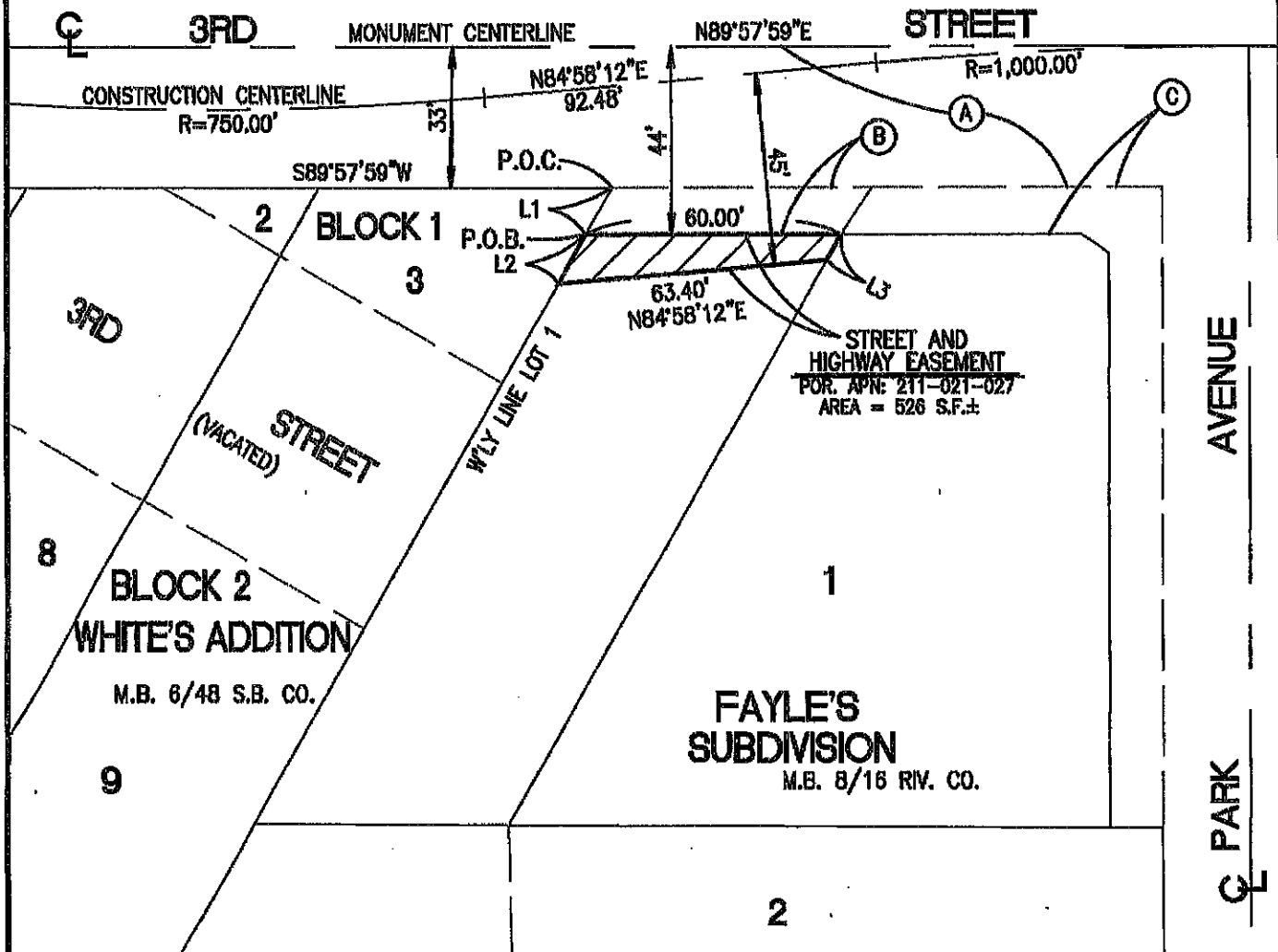
  
Eswin O. Vega, P.L.S. 9164

10/8/24 Prep. C.S.  
Date



LINE DATA		
SYM	BEARING	LENGTH
L1	S29°44'07"W	12.87'
L2	S29°44'07"W	13.28'
L3	N29°44'07"E	6.92'

- REFERENCES
- (A) DEED REC. 9/26/1889  
BOOK 104, PAGE 169 O.R.
  - (B) GRANT OF EASEMENT REC.  
3/7/2003 #2003-160386 O.R.
  - (C) GRANT DEED REC.  
6/20/1980 #113551 O.R.



# • 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"=40'

DRAWN BY: CURT

DATE: 2/15/23

SUBJECT: 2830 3RD STREET - R/W - APN 211-021-027



**EXHIBIT "B"**

**TEMPORARY CONSTRUCTION EASEMENTS**

**LEGAL DESCRIPTIONS AND PLAT MAPS**

EXHIBIT "B-1"

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: 3<sup>rd</sup> Street Grade Separation  
Por. APN: 211-021-003, 004, 005  
Address: 2570 3<sup>rd</sup> Street  
Caltrans Project: CML 5058(081)

D-

**TEMPORARY CONSTRUCTION EASEMENT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, as Grantors, hereby grant a temporary easement and right of way to the **CITY OF RIVERSIDE**, a California charter city and municipal corporation, as Grantee, its successors and assigns.

The property subject to this temporary easement and right of way is 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.

This temporary easement and right of way is required for the demolition of remainder of buildings and allows Grantee the right to use the above described property for the purpose of installing public improvements. Such use may include, but is not limited to ingress and egress of persons and vehicles, the deposit of tools, equipment, machinery, and materials used in the

performance of the construction, and for similar purposes by the City of Riverside, its officers, employees, agents or contractors.

Upon completion of construction, Grantee promises to remove all debris, waste, brush, or other materials deposited or placed upon the property subject to this temporary easement. Grantee further promises to make all reasonable efforts to return the surface of the property, with the exception of vegetation, to its original condition prior to entry.

This Temporary Construction Easement shall commence on November 3, 2025. The Temporary Construction Easements shall terminate three (3) years after said commencement. The parties may enter into an amendment contract to extend the terms of this Temporary Construction Easements for additional consideration, if necessary.

Dated \_\_\_\_\_

**COUNTY OF RIVERSIDE,  
a political subdivision 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. 21027 of said City Council adopted September 6, 2005, 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**

Temporary Construction Easement  
Por. APN: 211-021-003, -004, -005  
Address: 2544 to 2580 3rd Street  
Duration: 36 months

That certain real property located in the City of Riverside, County of Riverside, State of California, being a portion of Lot 7 in Block 2 and Lot 3 in Block 1 and a portion of 3rd Street (vacated) of White's Addition 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 most Northerly corner of said Lot 7;

Thence South 29°45'00" West, along the Northwestern line of said Lot 7, a distance of 5.51 feet to the beginning of a non-tangent curve, concave Northerly, having a radius of 796.00 feet, a radial bearing to said point bears South 8°50'22" West and to the **POINT OF BEGINNING**;

Thence Easterly to the left along said curve an arc length of 205.32 feet, through a central angle of 14°46'44" to the Southeast line of Lot 3 in Block 1 of said White's Addition;

Thence South 29°44'07" West, along said Southeast line, a distance of 12.27 feet to the beginning of a non-tangent curve, concave Northerly, having a radius of 806.00 feet, a radial bearing to said point bears South 5°25'50" East;

Thence Westerly to the right along said curve an arc length of 24.10 feet, through a central angle of 1°42'48";

Thence South 3°43'02" East, a distance of 15.00 feet to the beginning of a non-tangent curve, concave Northerly, having a radius of 821.00 feet, a radial bearing to said point bears South 3°43'02" East;

Thence Westerly to the right along said curve an arc length of 70.02 feet, through a central angle of 4°53'12";

Thence North 1°10'10" East, a distance of 15.00 feet to the beginning of a non-tangent curve, concave Northerly, having a radius of 806.00 feet, a radial bearing to said point bears South 1°10'10" West;

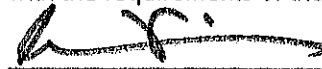
Thence Westerly to the right along said curve an arc length of 111.71 feet, through a central angle of 7°56'29" to the Northwest line of said Lot 7;

Thence North 29°45'00" East, along said Northwest line, a distance of 10.70 feet to the **POINT OF BEGINNING**.

Area – 3,090 S.F. more or less

This Temporary Construction Easement shall commence on November 3, 2025. The Temporary Construction Easements shall terminate three (3) years after said commencement. The parties may enter into an amendment contract to extend the terms of this Temporary Construction Easements for additional consideration, if necessary.

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

  
Eswin O. Vega, P.L.S. 9164      6/25/25 Date      Prep. E.V.



CURVE DATA			
SYM	RADIUS	DELTA	LENGTH
C1	796.00'	14°46'44"	205.32'
C2	806.00'	01°42'48"	24.10'
C3	821.00'	04°53'12"	70.02'
C4	806.00'	07°56'29"	111.71'



**SUBJECT: 2544 3RD STREET- R/W -APN 211-021-003, -004, -005, -022**

EXHIBIT "B-2"

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: 3<sup>rd</sup> Street Grade Separation  
Por. APN: 211-021-027  
Address: 2530 3<sup>rd</sup> Street  
Caltrans Project: CML 5058(081)

D-

**TEMPORARY CONSTRUCTION EASEMENT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **COUNTY OF RIVERSIDE, a political subdivision of the State of California**, as Grantors, hereby grant a temporary easement and right of way to the **CITY OF RIVERSIDE, a California charter city and municipal corporation**, as Grantee, its successors and assigns.

The property subject to this temporary easement and right of way is 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.

This temporary easement and right of way is required for the demolition of remainder of buildings and allows Grantee the right to use the above described property for the purpose of installing public improvements. Such use may include, but is not limited to ingress and egress of persons and vehicles, the deposit of tools, equipment, machinery, and materials used in the



performance of the construction, and for similar purposes by the City of Riverside, its officers, employees, agents or contractors.

Upon completion of construction, Grantee promises to remove all debris, waste, brush, or other materials deposited or placed upon the property subject to this temporary easement. Grantee further promises to make all reasonable efforts to return the surface of the property, with the exception of vegetation, to its original condition prior to entry.

This Temporary Construction Easement shall commence on November 3, 2025. The Temporary Construction Easements shall terminate three (3) years after said commencement. The parties may enter into an amendment contract to extend the terms of this Temporary Construction Easements for additional consideration, if necessary.

Dated \_\_\_\_\_

**COUNTY OF RIVERSIDE,**  
**a political subdivision 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. 21027 of said City Council adopted September 6, 2005, 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**

Temporary Construction Easement  
Por. APN: 211-021-027  
Address: 2530 Third Street  
Duration: 36 months

That certain real property located in the City of Riverside, County of Riverside, State of California, being a portion of Lot 1 of Fayle's Subdivision as shown by Map on file in Book 8, Page 16 of Maps, Records of Riverside County, California, described as follows:

**COMMENCING** at the Northwest corner of said Lot 1 also being the Northwest corner of that Grant Deed to the City of Riverside recorded June 20, 1980 as Instrument No. 113551 of Official Records of Riverside County, California;

Thence South 29°44'07" West, along the Westerly line of said Lot 1 and said Grant Deed, a distance of 12.67 feet to the Southwest corner said Grant Deed;

Thence South 29°44'07" West, continuing along said Westerly line of Lot 1, a distance of 13.28 feet to the **POINT OF BEGINNING**;

Thence North 84°58'12" East, a distance of 63.40 feet to a line parallel with and distant 60.00 feet Easterly, measured along the Northerly line of said Lot 1;

Thence South 29°44'07" West, along said parallel line, a distance of 69.00 feet;


Thence North 60°15'53" West, a distance of 52.08 feet to said Westerly line of Lot 1;

Thence North 29°44'07" East, along said Westerly line, a distance of 32.84 feet to the **POINT OF BEGINNING**.

Area – 2,652 S.F. more or less

This Temporary Construction Easement shall commence on November 3, 2025. The Temporary Construction Easements shall terminate three (3) years after said commencement. The parties may enter into an amendment contract to extend the terms of this Temporary Construction Easements for additional consideration, if necessary.

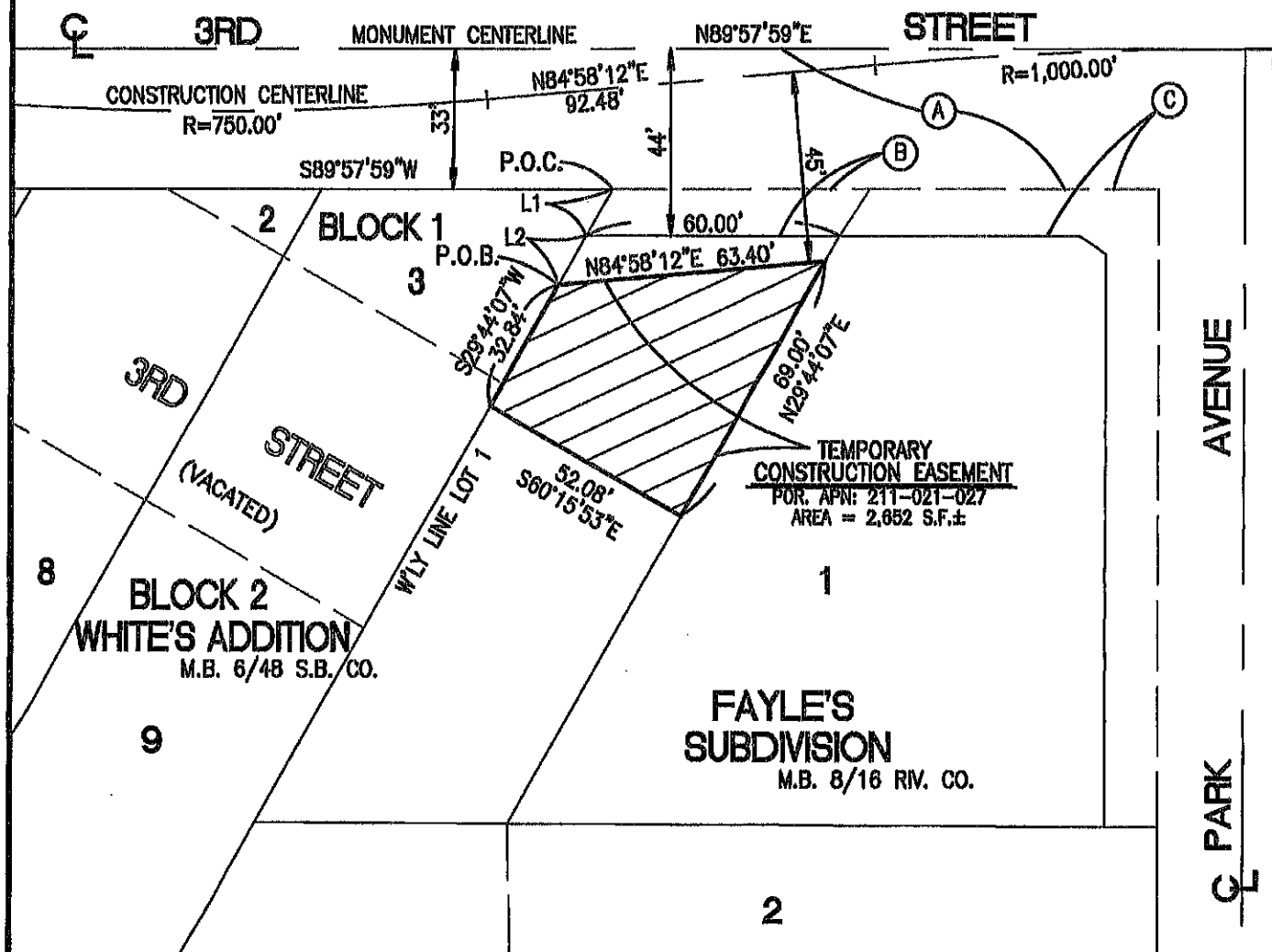
This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors Act.

 6/25/25 Prep. C.S.  
Eswin O. Vega, P.L.S. 9164      Date



LINE DATA		
SYM	BEARING	LENGTH
L1	S29°44'07"W	12.67'
L2	S29°44'07"W	13.28'

- REFERENCES
- (A) DEED REC. 9/26/1889  
BOOK 104, PAGE 169 O.R.
  - (B) GRANT OF EASEMENT REC.  
3/7/2003 #2003-160386 O.R.
  - (C) GRANT DEED REC.  
6/20/1980 #113551 O.R.



# • 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"=40'

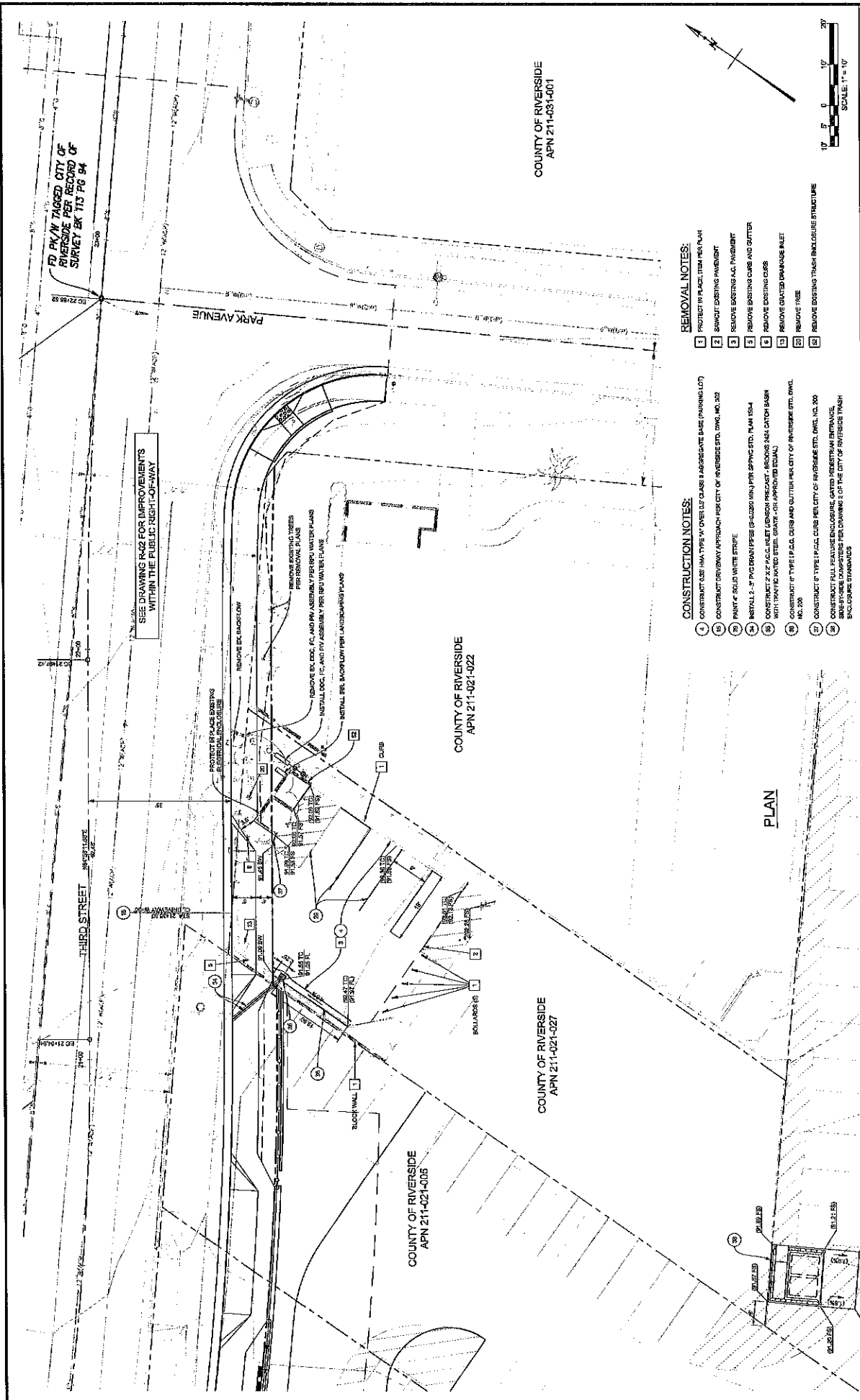
DRAWN BY: CURT

DATE: 2/15/23

SUBJECT: 2530 3RD STREET - TCE - APN 211-021-027

**EXHIBIT "C"**

**ENGINEERING CONSTRUCTION PLANS**



FD PKW TAGGED CITY OF RIVERSIDE PER RECORD OF SURVEY BK 113 PG 94

SEE DRAWING R402 FOR IMPROVEMENTS WITHIN THE PUBLIC RIGHT-OF-WAY

PARK AVENUE

THIRD STREET

COUNTY OF RIVERSIDE  
APN 211-021-022

COUNTY OF RIVERSIDE  
APN 211-021-005

COUNTY OF RIVERSIDE  
APN 211-031-001

REMOVAL NOTES:

- 1 REMOVE EXISTING CONC. PAVEMENT
- 2 REMOVE EXISTING CONC. PAVEMENT
- 3 REMOVE EXISTING CONC. PAVEMENT
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- 5 REMOVE EXISTING CONC. PAVEMENT
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- 38 REMOVE EXISTING CONC. PAVEMENT
- 39 REMOVE EXISTING CONC. PAVEMENT

CONSTRUCTION NOTES:

- 1 CONSTRUCT 12" DIA. TYPE 1 P.C. CULVERT UNDER EXISTING CONC. PAVEMENT
- 2 CONSTRUCT 12" DIA. TYPE 1 P.C. CULVERT UNDER EXISTING CONC. PAVEMENT
- 3 CONSTRUCT 12" DIA. TYPE 1 P.C. CULVERT UNDER EXISTING CONC. PAVEMENT
- 4 CONSTRUCT 12" DIA. TYPE 1 P.C. CULVERT UNDER EXISTING CONC. PAVEMENT
- 5 CONSTRUCT 12" DIA. TYPE 1 P.C. CULVERT UNDER EXISTING CONC. PAVEMENT
- 6 CONSTRUCT 12" DIA. TYPE 1 P.C. CULVERT UNDER EXISTING CONC. PAVEMENT
- 7 CONSTRUCT 12" DIA. TYPE 1 P.C. CULVERT UNDER EXISTING CONC. PAVEMENT
- 8 CONSTRUCT 12" DIA. TYPE 1 P.C. CULVERT UNDER EXISTING CONC. PAVEMENT
- 9 CONSTRUCT 12" DIA. TYPE 1 P.C. CULVERT UNDER EXISTING CONC. PAVEMENT
- 10 CONSTRUCT 12" DIA. TYPE 1 P.C. CULVERT UNDER EXISTING CONC. PAVEMENT
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- 30 CONSTRUCT 12" DIA. TYPE 1 P.C. CULVERT UNDER EXISTING CONC. PAVEMENT
- 31 CONSTRUCT 12" DIA. TYPE 1 P.C. CULVERT UNDER EXISTING CONC. PAVEMENT
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- 39 CONSTRUCT 12" DIA. TYPE 1 P.C. CULVERT UNDER EXISTING CONC. PAVEMENT

PLAN

**FOR**

ENGINEER IN RESPONSIBLE CHARGE

DATE: 12/31/2024

1-800-227-2800

1-800-227-2800

NO.	REVISION	DATE
1	PRELIMINARY	12/31/2024

CITY OF RIVERSIDE, CALIFORNIA  
PUBLIC WORKS DEPARTMENT

APPROVED BY: [Signature]  
DATE: 12/31/2024

APPROVED BY: [Signature]  
DATE: 12/31/2024

THIRD STREET GRADE SEPARATION PROJECT  
PATH OF LIFE MINISTRIES  
FAMILY SHELTER  
2530 THIRD STREET - LAYOUT PLAN  
SHEET 37 OF 225

VERTICAL SCALE: 1"=10'

90% PLANS - NOT FOR CONSTRUCTION - 06/20/2025