

**FREE RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

City of Rialto  
150 S. Palm Avenue  
Rialto, CA 92376  
Attn: City Administrator

(Space Above This Line for Recorder's Office Use Only)  
(Exempt from Recording Fee per Gov. Code §§ 6103 and  
27383)

**SIGN AND ACCESS EASEMENT AGREEMENT**

This Sign and Access Easement Agreement ("**Agreement**") is made this 22nd day of October, 2018 ("**Effective Date**") by the CITY OF RIALTO, a municipal corporation ("**City**"), in favor of the LHR RENAISSANCE MARKETPLACE SOUTH, LLC, a California limited liability company ("**Grantee**"). The City and Grantee are sometimes individually referred to as "**Party**" or collectively as "**Parties**".

**RECITALS:**

A. Pursuant to the Renaissance Specific Plan, as amended in December 2016 ("**Specific Plan**"), the Master Sign Program for the Town Center/Renaissance Marketplace ("**Master Sign Program**"), and Precise Plan of Design ("**PPD**"), Grantee desires to provide an on-site community arrival sign for the Renaissance Marketplace ("**Sign**"), on the southeast corner of Linden Avenue and Renaissance Parkway, at the general location depicted at Exhibit "C" which Exhibit is incorporated into this Agreement by this reference.

B. The proposed Sign was originally intended to be located wholly on Grantee's property at the Town Center/Renaissance Marketplace, but due to grading and slope issues on Grantee's property, the proposed Sign must be constructed partially or wholly located within the City's right-of-way.

C. The City's right-of-way is large enough to accommodate parkway landscaping, an expanded sidewalk, and the proposed Sign.

D. The City desires to grant, and Grantee desires to obtain, the "Easement", as defined below, for the proposed Sign to be located on the City's right-of-way. Accordingly, this Agreement establishes and sets forth the rights and obligations of the Parties with respect to the Easement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**TERMS**

1. **Recitals Incorporated.** The foregoing recitals are true and correct and incorporated herein.

2. **Effective Date.** This Agreement shall be effective as of the date written above.

3. **Grant of Sign Easement.** The City hereby grants to Grantee, and its successor and assigns, a non-exclusive appurtenant easement for access and signage purposes in, on, over, and across that certain real property in the City of Rialto (hereinafter referred to as “**Easement**”), as legally described in Exhibit A and depicted in Exhibit B (hereinafter referred to as “**Easement Area**”), which exhibits are attached hereto and made a part hereof.

4. **Use of Easement.** Grantee’s rights to the Easement shall include the right to construct, repair, and maintain improvements consisting of the Sign and any appurtenant structures and enhancements related thereto (“**Signage Facilities**”). Signage Facilities shall be constructed in accordance with the Specific Plan, Master Sign Program, PPD, and any other related plans (“**Signage Plans**”).

5. **Construction and Maintenance.** Grantee shall have all construction plans for the Signage Facilities approved in writing by the City’s Public Works Director/City Engineer (“**Director**”), or his/her designee, shall obtain all applicable permits, and shall pay all fees and payments related thereto for any work in, on, or about the Easement Area.

Except as provided herein, Grantee shall perform all construction and/or maintenance in such a manner that will allow for unobstructed access to and use of the City’s right-of-way for pedestrian access, parkway landscaping, and any other purpose for which the right-of-way area is intended.

Grantee shall, at no cost to the City, maintain in good repair and in a safe condition all Signage Facilities constructed, used, or placed upon the Easement Area by or on behalf of the Grantee, pursuant to this Agreement. Upon notice by the City of any damage or nuisance condition of the Signage Facilities, Grantee shall promptly repair or replace such portion of the Signage Facilities within twenty (20) days of the notice, or if such work cannot be completed within such a time, shall commence to repair or replace such portion of the Signage Facilities within said time until completion.

Grantee at all times comply with and carry out all orders, regulations, and laws of any local, state, or federal authority with jurisdiction in, on, or over the Easement Area that arise from Grantee’s use of the Easement.

6. **Relocation.** In the event the Signage Facilities shall at any time interfere with the operation, maintenance, or access to the City’s right-of-way, as determined by the Director, and such interference requires, based on the Director’s commercially reasonable discretion, the removal or relocation of Signage Facilities, the Director shall provide Grantee written notification of such interference and the need for the removal of Signage Facilities from any portion of the Easement area. The Director shall endeavor, but shall not be obligated, to locate an alternate site (“**Alternate Site**”) for the relocation of the Signage Facilities. If Grantee (i) accepts the Alternate Site, then Grantee shall, at no cost to the City, relocate its Signage Facilities and restore any portion of the Easement Area to substantially the same condition as other right-of-way areas for parkway landscaping and/or pedestrian access adjacent to the Town Center/Renaissance Marketplace, as provided for in the Specific Plan or PPD, or (ii) rejects the Alternate Site, then Grantee shall not be obligated to relocate the Signage Facilities but agrees to remove the Signage Facilities and restore the Easement Area as set forth in this Section 6.

In the event the Signage Facilities need to be relocated, and Grantee agrees to do so, the legal description and depiction as provided in Exhibits A and B shall also be revised to reflect the updated location of the Signage Facilities. The Parties agree that the amendment of Exhibits A and B and re-recording of this Agreement shall not affect, alter, or change any of the terms, conditions, or reservations of this Agreement, and further agree that such amended and re-recorded Agreement shall relate back and be deemed in place as of the initial date of this Agreement.

7. **Removal and/or Abandonment.** Grantee agrees that in the event (i) Signage Facilities are no longer required, or (ii) Grantee's use of said Signage Facilities ceases for a continuous period of more than one (1) year without written notice from Grantee to the City of the circumstances affecting such suspension and of Grantee's intention to resume usage, Grantee shall, at the City's request and at no cost to the City, remove and/or abandon said Signage Facilities, and acknowledge such abandonment in a signed writing, within ninety (90) days after receipt of written notice from the City to remove and/or abandon.

Grantee shall, at no cost to the City, restore the Easement Area to substantially the same condition as other right-of-way areas for parkway landscaping and/or pedestrian access adjacent to the Town Center/Renaissance Marketplace, as provided for in the Specific Plan or PPD.

In the event Grantee fails to commence and diligently pursue to completion the removal of the Signage Facilities from the Easement Area and restoration of the Easement area as provided herein, in addition to any other rights or remedies available to the City, the City, upon thirty (30) days' written notice, may cause the removal of any Signage Facility from the Easement Area and restoration of the Easement Area, and the cost thereof, including but not limited to the cost of labor, materials, and equipment, and a fifteen percent (15%) administrative fee of such costs, shall be paid by Grantee within fifteen (15) days following receipt of a statement of said costs from the City.

8. **Indemnity.** Grantee shall defend, indemnify, and hold harmless the City, its elected officials, and employees, from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any negligence or willful misconduct of Grantee in connection with the performance by Grantee of its rights and duties under this Agreement ("**Claims**"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused by, and to the extent caused by, the negligence or willful misconduct of the City, as determined by a court or administrative body of competent jurisdiction. Grantee's obligation to indemnify shall survive the expiration or termination of this Agreement for a period of two (2) years, and shall not be restricted to insurance proceeds, if any, received by the City, its elected officials, employees, or agents.

9. **Reservations.** The City hereby reserves for itself and its successors and assigns, such surface, subsurface, and aerial rights in the Easement Area as will not unreasonably interfere with or prohibit the use by Grantee of the rights and Easement granted in this Agreement, including the right to maintain, repair, construct, or improve the City's right-of-way area.

In the event the City exercises such rights to utilize the Easement Area, which results in the disturbance of the Easement Area or Signage Facilities, the City shall restore the Signage Facilities to the design and grade approved, as provided in Section 5 above.

**10. Miscellaneous.**

**a. Notices.** Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any person shall be in writing and either served personally, communicated by fax or electronic mail, or sent by prepaid, first-class mail to the address set forth below. Notice shall be deemed communicated immediately upon personal delivery, fax or email receipt, or forty-eight (48) hours from the time of mailing if mailed as provided in this Section:

To City: City of Rialto  
150 S. Palm Avenue  
Rialto, CA 92376  
Attn: City Administrator  
Fax: (909) 820-8028

with a copy to: Aleshire & Wynder, LLP  
18881 Von Karman Ave., Suite 1700  
Irvine, CA 92612  
Attn: Fred Galante, Esq.  
Fax: (949) 223-1180  
Email: fgalante@awattorneys.com

To Grantee: LHR Renaissance Marketplace South, LLC  
c/o Lewis Management Corp. 1156 N. Mountain Avenue  
Upland, CA 91786  
Attn.: John M. Goodman  
Fax: (909) 949-6700

with a copy to: Lewis Management Corp. 1156 N. Mountain Avenue Upland, CA 91786  
Attn.: Mario A. Pichardo  
Fax: (909) 912-8125

**b. Relationship of the Parties.** Nothing in this Easement Agreement shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or any other association between the City and Grantee other than the relationship described herein.

**c. Applicable Law.** This Agreement shall be governed by the laws of the State of California and jurisdiction for any action shall be in San Bernardino County.

**d. Entire Agreement.** This Agreement, including all exhibits hereto (which are hereby incorporated herein by reference for all purposes), contains the full and final agreement of every kind and nature between the parties concerning the subject matter set forth herein.

**e. Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

**f. No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**g. Modification or Amendment.** This Agreement may not be amended, modified or changed in any way except other than by a written agreement executed by the City and Grantee and duly recorded in the Official Records of the County of San Bernardino.

**h. Partial Invalidity.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement in its application shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law.

**i. Attorney's Fees.** If any legal or equitable action or proceeding is instituted by one party against the other to enforce or interpret any provision of this Agreement, the prevailing party in such action shall be entitled to recover from the other party its reasonable attorneys' fees and costs.

**j. Recording.** The City shall record this Agreement at the Official Records of San Bernardino County and shall provide a copy of the recorded document to Grantee.

**k. Counterparts.** This Agreement may be executed in one or more identical counterparts and all such counterparts together shall constitute a single instrument for the purpose of the effectiveness of this Easement Agreement.

**l. Authority.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the City and Grantee have caused this Agreement to be executed as of the day and year first above written.

**CITY:**

CITY OF RIALTO,  
a California municipal corporation

By: \_\_\_\_\_  
Deborah Robertson, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Barbara McGee, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Fred Galante, Esq., City Attorney

**GRANTEE:**

LHR RENAISSANCE MARKETPLACE SOUTH,  
LLC, a Delaware limited liability company

By: LHR RENAISSANCE MARKETPLACE, LLC,  
a Delaware limited liability company  
Its: Sole Member

By: LEWIS RIALTO RETAIL MEMBER, LLC  
a Delaware limited liability company  
Its: Managing Member

By: LEWIS MANAGEMENT CORP.,  
a Delaware corporation  
Its: Sole Manager

By: \_\_\_\_\_  
Name: David L. Linden  
Title: Authorized Agent

**[END OF SIGNATURES]**









**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF EASEMENT AREA**

# EXHIBIT "A"

## LEGAL DESCRIPTION

IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING A PORTION OF RENAISSANCE PARKWAY AND LINDEN AVENUE AS SHOWN ON PARCEL MAP NO. 19779 AS PER MAP FILED IN BOOK 248, PAGES 88 THROUGH 95, INCLUSIVE OF PARCEL MAPS IN THE OFFICE OF THE ASSESSOR-COUNTY CLERK-RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE MOST NORTHERLY NORTHWEST CORNER OF PARCEL 13 OF SAID MAP, SAID POINT BEING THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS "N0°17'53"W 5.07'" ON SAID MAP; THENCE, ALONG THE BOUNDARIES OF SAID PARCEL, THE FOLLOWING THREE (3) COURSES:

- 1) ALONG SAID COURSE, SOUTH 00°17'53" EAST, 5.07 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL;
- 2) ALONG SAID NORTHWESTERLY LINE, SOUTH 53°10'31" WEST, 80.85 FEET TO THE MOST SOUTHERLY NORTH LINE OF SAID PARCEL;
- 3) ALONG SAID NORTH LINE, SOUTH 89°26'12" WEST, 4.59 FEET;

THENCE LEAVING SAID LINE NORTH 00°17'49" WEST, 29.75 FEET; THENCE NORTH 44°18'52" EAST, 32.97 FEET TO THE WESTERLY PROLONGATION OF THE MOST NORTHERLY LINE OF SAID PARCEL; THENCE ALONG SAID PROLONGATION, NORTH 89°42'07" EAST, 46.40 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 1,865 SQUARE FEET, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

  
\_\_\_\_\_  
JAKE W. LAPPERT  
PLS 9303

07/27/2018

DATE



SHEET 1 OF 1

EXHIBIT "A" – LEGAL DESCRIPTION  
SIGN EASEMENT  
CITY OF RIALTO, CALIFORNIA

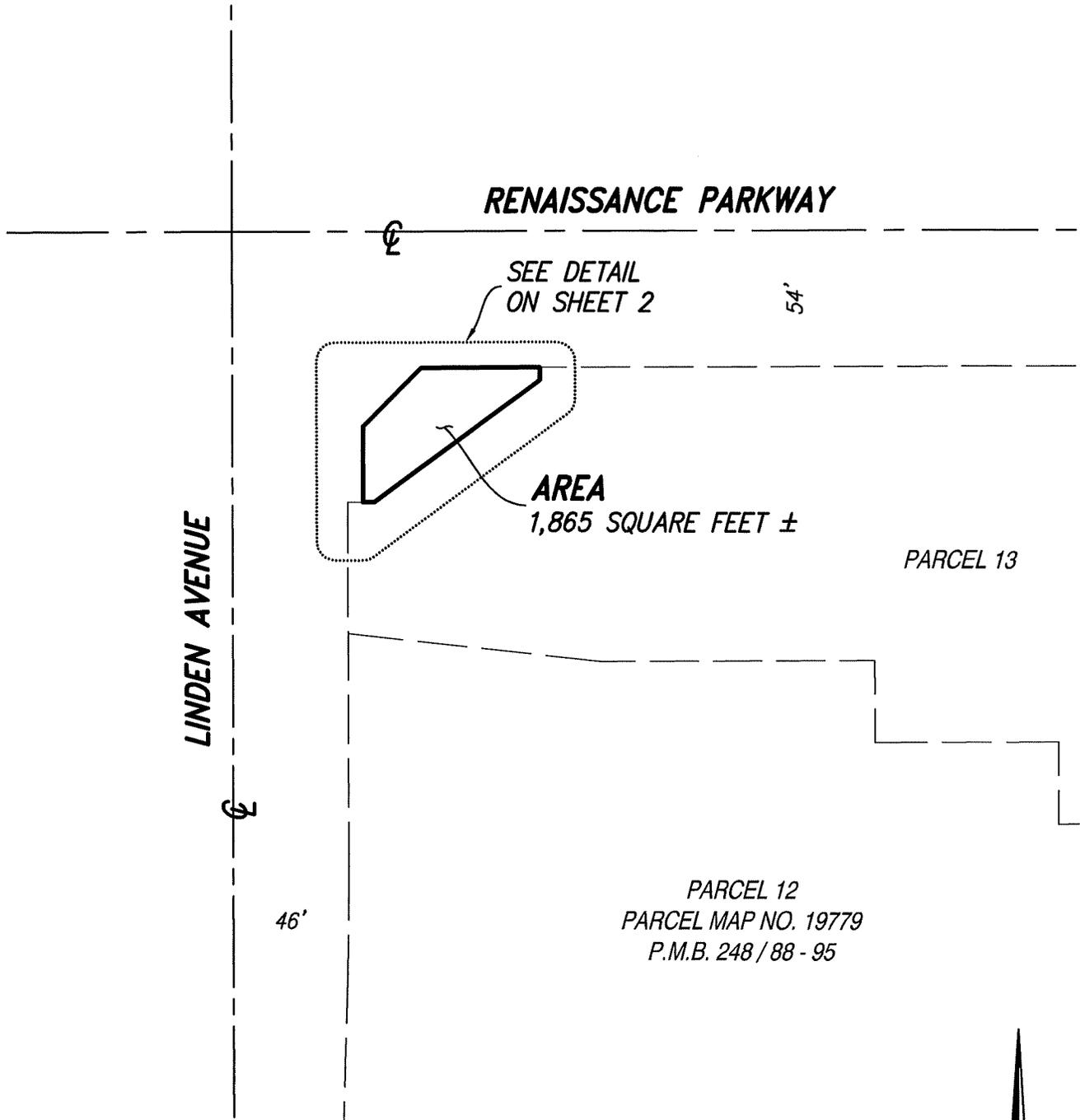
 **ORC** Engineering, Inc.  
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210  
Anaheim Hills, California 92808  
(714) 685-6860

**EXHIBIT "B"**  
**DEPICTION OF EASEMENT AREA**

# EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"



## LEGEND

- EASEMENT BOUNDARY
- - - EXISTING LOT LINE/  
RIGHT-OF-WAY LINE
- - - - - CENTER LINE



SCALE: 1"=60'  
SHEET 1 OF 2

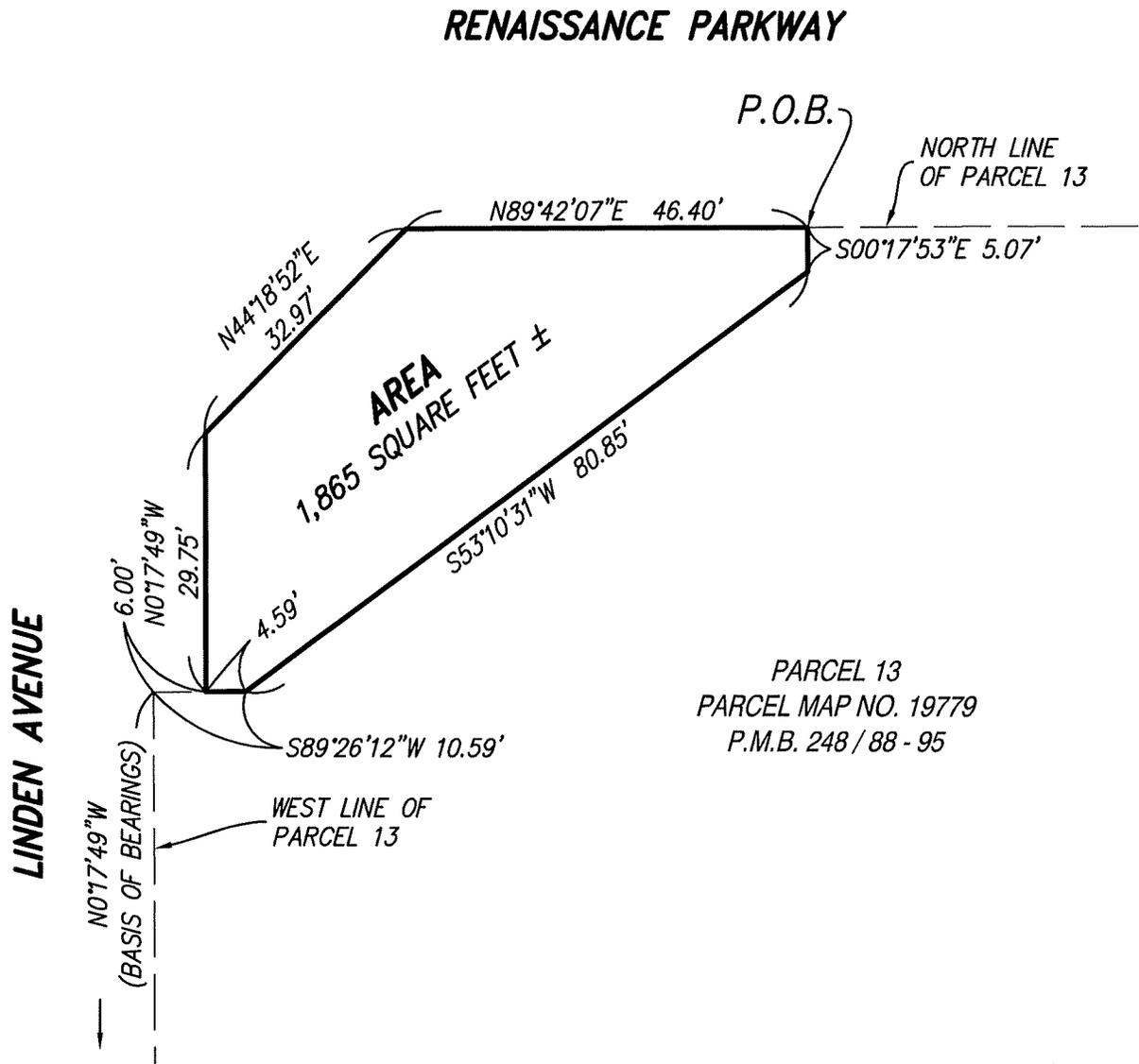
EXHIBIT "B" - PLAT  
SIGN EASEMENT  
CITY OF RIALTO, CALIFORNIA

**JORC** Engineering, Inc.  
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210  
Anaheim Hills, California 92808  
(714) 685-6860

# EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR EXHIBIT "A"



## BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF PARCEL 13 AS SHOWN ON PARCEL MAP 19779, FILED IN PARCEL MAP BOOK 248, PAGES 88-95, BEING NORTH 00°17'49" WEST.

## LEGEND

- EASEMENT BOUNDARY
- - - - - EXISTING LOT LINE/
- RIGHT-OF-WAY LINE



SCALE: 1"=20'  
SHEET 2 OF 2

EXHIBIT "B" - PLAT  
SIGN EASEMENT  
CITY OF RIALTO, CALIFORNIA

**ORC** Engineering, Inc.  
Civil Engineering/Land Surveying/Land Planning

160 S. Old Springs Road, Ste. 210  
Anaheim Hills, California 92808  
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