

AGREEMENT
FOR CONVEYANCE OF PROPERTY

THIS AGREEMENT is entered into this ____ day of _____, 20____, by and between **Elaine L. Barowoj, a widow**, ("Grantor"), and the **CITY OF RIALTO, a California municipal corporation**, ("Grantee"). Grantor and Grantee are collectively referred to as the "Parties".

RECITALS

- A. Grantor owns certain real property located at **520 West Randall Avenue, Rialto, CA 92376**, further identified by San Bernardino County Assessor Parcel No. **(0131-191-31)**, (the "Property").
- B. Grantee desires to purchase a portion of the Property and Grantor desires to sell and convey a portion of the Property as described in Exhibit "A" and depicted in Exhibit "B", for various public purposes including street rights-of-way and public utilities, (the "Property Rights"), which are attached hereto and incorporated herein by reference.
- C. The Parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Property Rights.

AGREEMENT

The parties therefore agree as follows:

1. **PURCHASE.**

Grantee agrees to buy and Grantor agrees to sell and convey the Property Rights for the purchase price and upon the terms and conditions hereinafter set forth. The Purchase Price, defined below, is acknowledged by both parties to be fair market value for the Property Rights.

2. **ESCROW.**

Within five (5) business days following the execution of this Agreement by all Parties, Grantee shall open an escrow (the "Escrow") with Stewart Title (the "Escrow Holder") for the purpose of consummating the purchase and sale of the Property Rights. For purposes of this Agreement, the Escrow shall be deemed open on the date the Escrow Holder shall have received a fully executed original or originally executed counterparts of this Agreement from Grantor and Grantee (the "Opening of Escrow"). Escrow Holder shall notify Grantor and Grantee, in writing, of the date Escrow is opened. The Parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Grantee as may be required to consummate this transaction. Any such instructions shall not conflict with, amend, or supersede any provision of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the Parties agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions of sale:

2.1 PURCHASE PRICE.

The total purchase price for the Property Rights shall be, \$6,683.25 for the partial fee acquisition, and \$8,000 for damages related to the removal of landscaping, the lump sum of **\$14,683.25 (FOURTEEN THOUSAND SIX HUNDRED EIGHTY-THREE DOLLARS AND TWENTY-FIVE CENTS)**, (the "Purchase Price"), which shall be paid by Grantee to Grantor through Escrow Holder in cash at Close of Escrow.

2.2 Reserved.

2.3 CLOSE OF ESCROW.

Escrow shall close on or before sixty (60) days following the execution of this Agreement and Supplemental Escrow Instructions (the "Close of Escrow"). The Close of Escrow shall include the recordation of the Grant Deed conveying the Property Rights to the Grantee in the Official Records of San Bernardino County, California, and the disbursement of funds and distribution of any other documents by Escrow Holder, as described in this Section 2. If the Escrow is not in a condition to close by the Close of Escrow, any Party who is not then in default may, in writing, demand the return of its/his/her money and/or documents. Thereupon, subject to the provisions in Section 3, all obligations and liabilities of the Parties under this Agreement shall cease and terminate. If no such demand is made, Escrow shall be closed as soon as possible.

2.4 CONDITION OF TITLE TO THE PROPERTY RIGHTS.

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

2.5 ESCROW AND CLOSING COSTS.

Grantee shall pay the cost of the Title Policy as defined above in Subsection 2.4, all Escrow fees (including reconveyance fees, trustee's fees or forwarding fees for any partial reconveyance or subordination of a deed of trust or mortgage), and all recording costs incurred herein. All Parties acknowledge that Grantee is exempt from payment of documentary transfer taxes.

2.6 INVESTIGATIONS.

Prior to the Close of Escrow, Grantee may, at its option, conduct, at Grantee's expense, any and all investigations, inspections, surveys, and tests of the Property including, without limitation, soils, groundwater, wells, percolation, geology, environmental, drainage, engineering and utilities investigations, inspections, surveys, and tests, which determines, in its sole discretion, are required to determine the suitability of the Property Rights for Grantee's intended use thereof. If Grantee determines that the Property Rights are not suitable for its intended use, Grantee may disapprove this item and terminate this Agreement as provided in Section 10 below. Grantor hereby grants to Grantee, and Grantee's employees, representatives,

agents and independent contractors, a license to enter the Property for purposes of conducting such investigations, inspections, surveys, and tests. Grantee shall repair any damage to the Property resulting from such investigations, inspections, surveys, and tests conducted by Grantee or Grantee's employees, representatives, agents or independent contractors. Grantee's approval of any of such investigations, inspections, surveys, or tests shall not alter or diminish Grantor's representations or warranties under this Agreement, and Grantor acknowledges and agrees that Grantee is relying upon Grantor's representations and warranties made herein, unless such representation or warranty is specifically waived in whole or in part by Grantor.

2.7 DEPOSIT OF FUNDS AND DOCUMENTS.

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

(b) Prior to the Close of Escrow, Grantor shall deposit into Escrow (i) the properly executed Grant of Right of Way conveying the Property Rights, a copy of which is attached to this Agreement as Exhibit "C", and (ii) such other documents and sums, if any, as are necessary to close Escrow in conformance herewith.

2.8 GRANTEE'S CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

The Close of Escrow is subject to the following conditions:

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

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

2.9 GRANTOR'S CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

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

3. POSSESSION OF PROPERTY RIGHTS.

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the Property Rights by the Grantee, including the right to remove and dispose of improvements, shall commence on December 1, 2017 or the close of escrow controlling this transaction, whichever occurs first, and the amount shown in Section 2.1 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

4. CONSTRUCTION CONTRACT WORK

As part of the project construction, the contractor will remove fencing located within right of way, and replace with new fencing of like-kind material.

5. REPRESENTATIONS AND WARRANTIES OF GRANTOR.

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

(a) Grantor holds title to an indefeasible estate in fee simple in the Property. Grantor is the sole owner of the Property and has good, absolute and marketable title to the Property and has full power and authority to own and sell and convey the Property Rights over, under and/or through the Property to Grantee and to enter into and perform his/her/its obligations pursuant to this Agreement;

(b) The execution and delivery of this Agreement by Grantor, Grantor's performance hereunder, and the consummation of this transaction will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Grantor is at present party, or by which Grantor is bound;

(c) Grantor will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Grantee;

(d) To Grantor's knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of the Property is pending, proposed or threatened;

(e) According to Grantor's knowledge, the Property is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions underlying the Property which could affect the Property Rights or its use, and neither Grantor nor any other person or predecessor in interest have used, generated, manufactured, stored or disposed of on, under or about the Property, or transported to or from the Property, any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances ("Hazardous Materials"). For the purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes," or "restricted hazardous wastes," or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, et seq; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317, et seq; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time;

(f) In the event Grantee discovers Hazardous Materials, contaminated soil and/or water in, on or under the Property, Grantor shall be solely responsible for the removal and disposal of any and all such Hazardous Materials, contaminated soil and/or water;

(g) In the event Grantor fails to remove said Hazardous Materials, contaminated soil and/or water, Grantee or its designee shall have the right to remove and dispose of said Hazardous Materials, contaminated soil and/or water at Grantor's sole cost and expense. Grantor shall immediately reimburse Grantee for costs and expenses incurred by

Grantee for the removal and disposal of any Hazardous Materials, contaminated soil and/or water upon receipt of a bill or invoices therefor; and

(h) Grantor has and shall have paid before Close of Escrow any and all current and past due taxes, assessments, penalties and interest levied and assessed against the Property. If not paid prior to Close of Escrow, Grantor hereby authorizes Escrow Holder to disburse to the taxing authority from funds otherwise due to Grantor an amount sufficient to discharge said taxes, assessments, penalties and interest. Unless the Property Rights is assessed separately, Grantor also covenants and agrees to keep current, year-by-year, all taxes, assessments, penalties and interest levied and assessed against the Property Rights and the larger Property of which it is a part.

(i) Grantor hereby agrees, after the Close of Escrow, at Grantor's sole cost and expense, to indemnify, protect, defend (with counsel of Grantee's choice), and hold Grantee, its successors and assigns, its officers, employees, consultants and agents, harmless from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses (including, without limitation, attorneys' and experts' reasonable fees and costs) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against, Grantee, or its successors and assigns, its officers, employees, consultants and agents, relating to or arising from (i) the Property or Grantor's ownership or operation thereof on or before the Close of Escrow, (ii) the use on or before the Close of Escrow of the Property by Grantor or any third party, including, without limitation, any tenant, invitee or licensee of Grantor, (iii) any breach of any covenant, agreement, representation or warranty of Grantor contained in this Agreement; (iv) the presence, use, handling, storage, disposal or release on or before the Close of Escrow of Hazardous Materials on, under, or about the Property or contaminated soil and/or water; and (v) the Grantor's violation of any federal, state or local law, ordinance or regulation, occurring or allegedly occurring with respect to the Property prior to the Close of Escrow. This indemnity by Grantor herein contained shall survive the Close of Escrow, and the recordation of the Grant Deed.

These representations and warranties shall survive the Close of Escrow.

6. REPRESENTATIONS AND WARRANTIES OF GRANTEE.

(a) Grantee shall repair and restore any improvements or land (other than the Property Rights and any improvements located thereon) belonging to Grantor that may be damaged by Grantee or Grantee's contractor during construction of the works of improvement for which the Property Rights are conveyed, or, at Grantee's option, pay to Grantor the reasonable fair market value of such improvements, provided that this Section shall not be construed to require Grantee to pay for the use for which the Property Rights are intended.

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

7. ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE.

(a) By execution of this Agreement, Grantor, on behalf of itself and its respective heirs, executors, administrators, successors and assigns, hereby acknowledges that the Purchase Price provides full payment for the acquisition of the Property Rights by Grantee,

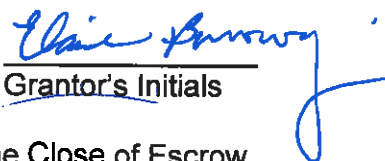
and Grantor hereby expressly and unconditionally waives any and all claims for damages, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable precondemnation conduct, or any other compensation or benefits, other than as already expressly provided for in this Agreement by payment of the Purchase Price, it being understood that the Purchase Price constitutes complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Property Rights.

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

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

"A general release does not extend to claims 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."

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



Grantor's Initials

This acknowledgment and release shall survive the Close of Escrow.

8. REMEDIES.

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

9. TERMINATION.

In the event Grantee elects to exercise its rights to terminate this Agreement and the Escrow as provided in Sections 2.3, 2.6 or 9, then Grantee may so terminate by giving

notice, in writing, of such termination to Grantor and Escrow Holder. In the event Grantor elects to exercise its right to terminate this Agreement and the Escrow as provided in Sections 2.3 or 9, then Grantor may so terminate by giving notice, in writing, of such termination to Grantee and Escrow Holder. Upon such termination, all obligations and liabilities of the Parties under this Agreement shall cease and terminate.

10. MISCELLANEOUS.

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

Grantor:	Elaine L. Barowoj 520 West Randall Avenue Rialto, CA 92376
Grantee:	City of Rialto 335 W. Rialto Avenue Rialto, CA 92376 Attn: Mike Story City Administrator
Escrow Holder	Stewart Title of California, Inc. 7676 Hazard Center, Ste 1400 San Diego, CA 92108 Attn: Frank Green

Any party hereto may, from time to time, by written notice to the other Parties, designate a different address, which shall be substituted for the one specified above. Any notice or other documents sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of forty-eight (48) hours following the deposit of said notice or other documents in the United States mail.

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

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

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

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

(f) Attorneys Fees. If any legal action, arbitration or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with the Agreement, the successful or prevailing party shall be entitled to recover actual attorneys fees (including fees for in-house counsel, paraprofessionals and similar personnel and disbursements) and other costs it incurs in that action or proceeding, in addition to any other relief to which it may be entitled. The

Parties agree that actual attorneys' fees shall be based on the attorneys fees actually incurred (based on the attorneys' customary hourly billing rates including, but not limited to, equivalent rates for in-house counsel) rather than the court or arbitrator making an independent inquiry concerning reasonableness. The venue of any such action, arbitration, lawsuit or other proceeding or litigation may, at the option of the Grantee, be laid in San Bernardino County, California, and the Parties waive any right to change of venue.

(g) Entire Agreement. This Agreement contains the entire Agreement of the Parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

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

(i) Confidentiality. Grantor will keep confidential the terms of this Agreement and refrain from disclosing or causing same to be disclosed to any person or entity not specifically released herein. In no event, however, shall Grantor be required to refrain from disclosing the terms of this Agreement where: (i) they are legally required to do so, whether by statute, court order, process or otherwise; or (ii) disclosure is required or necessary to enforce any right, duty, obligation or release arising under the terms of this Agreement; or (iii) disclosure is required or necessary in order for Grantor, or any of its agents or employees, to maintain or compile their personal or business books or records; or (iv) disclosure is necessary or required in order for Grantor, or any of its agents or employees, to prepare and file income tax returns or any other forms required by any governmental, administrative or regulatory entities, boards or authorities.

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

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

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

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

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

(o) Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference.

(p) Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of California. Any and all legal actions sought to enforce the terms and provisions of this Agreement shall be brought in the courts of the County of San Bernardino.

[SIGNATURES ON NEXT PAGE]

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

GRANTOR

Elaine L. Barowoj, a widow

By: Elaine L. Barowoj
Elaine L. Barowoj

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 San Bernardino)

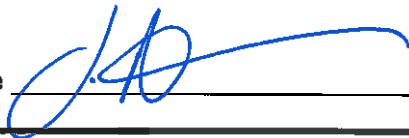
On September 27, 2017 before me, J. Andrews, A Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



GRANTEE
CITY OF RIALTO, CALIFORNIA

APPROVED BY THE CITY COUNCIL:



By _____
Mike Story
City Administrator

Date _____

Agreement No. _____

ATTEST:

By _____
Barbara A. McGee
City Clerk

APPROVED AS TO FORM:

By _____
Fred Galante, Esq.
City Attorney

EXHIBIT "A"

(SEE ATTACHED)

EXHIBIT "A"
CITY OF RIALTO
Right of Way

APN: 0131-191-31

Legal Description:

A strip of land 8.00' in width and being a portion of the North 8.00' of the South 38.00' of farm Lot 143, Town of RIALTO and adjoining subdivisions in San Bernardino County, California, as per Plat recorded in Book 4 of Maps, Page 11, Official Records of said County, and being a portion of that tract of land described as EXHIBIT "A" in that AFFIDAVIT OF DEATH OF SPOUSE recorded April 24, 2014, as Document No. 2014-0146804, Official Records of said County, the Northerly line of said strip lies 38.00' feet northerly from and parallel with the centerline of Randall Avenue as said centerline is shown on said Map recorded in Book 4 of Maps, Page 11, Official Records of said County.

Containing 1,273 square feet more or less.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.

Prepared by me or under my direction.


TERRY FLETCHER LS 5834

My Registration Expires 09-30-2018

9/27/2017
DATE



EXHIBIT "B"

(SEE ATTACHED)

EXHIBIT "B"

RIGHT OF WAY

FOR OF FARM LOT 143 OF THE
TOWN OF RIALTO AND
ADJOINING SUBDIVISION,
MAP BK 4, PG 11

APN 131-191-30

APN 131-191-31
DOC # 2014-0146804

APN 131-191-07

1,273 SQFT

RANDALL AVENUE

38'

30'

44'

LEGEND



AREA OF ACQUISITION



ROAD CENTERLINE



EXISTING RIGHT OF WAY

0 15' 30'



1" = 30'



BASIS OF BEARINGS:

CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE 5. ALL DISTANCES ARE GROUND DISTANCES



110 BLUE HAVEN ROAD
SUITE 200
FOLSOM, CA 95630

(916) 868-0842

RANDALL AVENUE

CITY OF RIALTO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

DATE: 9/27/2017

APN 131-191-31

CHECKED BY: TF

PREPARED BY: JA

SHEET 1 OF 1

OWNER: ELAINE L BAROWOJ, a widow

EXHIBIT "C"

Recording
Requested by and
After Recording
Return to:

City Engineer
City of Rialto
335 W. Rialto Ave.
Rialto, CA 92376

(FOR RECORDERS USE ONLY)

Pursuant to Government Code Section 6103, this document is being recorded as a benefit to the City of Rialto and recording fees shall not apply.

FILE
APN 0131-191-31

NO DOCUMENTARY STAMPS NEEDED

GRANT DEED

For a valuable consideration, receipt of which is hereby acknowledged, **Elaine L. Barowoj, a widow**, GRANTOR, hereby grants, in fee simple, to the City of Rialto, a municipal corporation, GRANTEE, right-of-way for streets, highways, sanitary sewer lines, domestic water lines, public utilities, and other appurtenant uses, together with the right to construct, maintain, repair, operate, use, dedicate or declare the same for public use, in, on, under, over and across the real property in the City of Rialto, San Bernardino County, California, described as follows:

Being over the land described in **Exhibit "A"** and shown on **Exhibit "B"** attached hereto and made a part hereof.

GRANTOR: Elaine L. Barowoj, a widow

By: _____
Elaine L. Barowoj

Date

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FOR CONVEYANCE OF PROPERTY

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2.2 Reserved.

2.3 CLOSE OF ESCROW.

Escrow shall close on or before sixty (60) days following the execution of this Agreement and Supplemental Escrow Instructions (the "Close of Escrow"). The Close of Escrow shall include the recordation of the Grant Deed conveying the Property Rights to the Grantee in the Official Records of San Bernardino County, California, and the disbursement of funds and distribution of any other documents by Escrow Holder, as described in this Section 2. If the Escrow is not in a condition to close by the Close of Escrow, any Party who is not then in default may, in writing, demand the return of its/his/her money and/or documents. Thereupon, subject to the provisions in Section 3, all obligations and liabilities of the Parties under this Agreement shall cease and terminate. If no such demand is made, Escrow shall be closed as soon as possible.

2.4 CONDITION OF TITLE TO THE PROPERTY RIGHTS.

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

2.5 ESCROW AND CLOSING COSTS.

Grantee shall pay the cost of the Title Policy as defined above in Subsection 2.4, all Escrow fees (including reconveyance fees, trustee's fees or forwarding fees for any partial reconveyance or subordination of a deed of trust or mortgage), and all recording costs incurred herein. All Parties acknowledge that Grantee is exempt from payment of documentary transfer taxes.

2.6 INVESTIGATIONS.

Prior to the Close of Escrow, Grantee may, at its option, conduct, at Grantee's expense, any and all investigations, inspections, surveys, and tests of the Property including, without limitation, soils, groundwater, wells, percolation, geology, environmental, drainage, engineering and utilities investigations, inspections, surveys, and tests, which determines, in its sole discretion, are required to determine the suitability of the Property Rights for Grantee's intended use thereof. If Grantee determines that the Property Rights are not suitable for its intended use, Grantee may disapprove this item and terminate this Agreement as provided in Section 10 below. Grantor hereby grants to Grantee, and Grantee's employees, representatives,

agents and independent contractors, a license to enter the Property for purposes of conducting such investigations, inspections, surveys, and tests. Grantee shall repair any damage to the Property resulting from such investigations, inspections, surveys, and tests conducted by Grantee or Grantee's employees, representatives, agents or independent contractors. Grantee's approval of any of such investigations, inspections, surveys, or tests shall not alter or diminish Grantor's representations or warranties under this Agreement, and Grantor acknowledges and agrees that Grantee is relying upon Grantor's representations and warranties made herein, unless such representation or warranty is specifically waived in whole or in part by Grantor.

2.7 DEPOSIT OF FUNDS AND DOCUMENTS.

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

(b) Prior to the Close of Escrow, Grantor shall deposit into Escrow (i) the properly executed Grant of Right of Way conveying the Property Rights, a copy of which is attached to this Agreement as Exhibit "C", and (ii) such other documents and sums, if any, as are necessary to close Escrow in conformance herewith.

2.8 GRANTEE'S CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

The Close of Escrow is subject to the following conditions:

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

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

2.9 GRANTOR'S CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

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

3. POSSESSION OF PROPERTY RIGHTS.

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the Property Rights by the Grantee, including the right to remove and dispose of improvements, shall commence on December 1, 2017 or the close of escrow controlling this transaction, whichever occurs first, and the amount shown in Section 2.1 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

4. CONSTRUCTION CONTRACT WORK

As part of the project construction, the contractor will remove fencing located within right of way, and replace with new fencing of like-kind material.

5. REPRESENTATIONS AND WARRANTIES OF GRANTOR.

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

(a) Grantor holds title to an indefeasible estate in fee simple in the Property. Grantor is the sole owner of the Property and has good, absolute and marketable title to the Property and has full power and authority to own and sell and convey the Property Rights over, under and/or through the Property to Grantee and to enter into and perform his/her/its obligations pursuant to this Agreement;

(b) The execution and delivery of this Agreement by Grantor, Grantor's performance hereunder, and the consummation of this transaction will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Grantor is at present party, or by which Grantor is bound;

(c) Grantor will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Grantee;

(d) To Grantor's knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of the Property is pending, proposed or threatened;

(e) According to Grantor's knowledge, the Property is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions underlying the Property which could affect the Property Rights or its use, and neither Grantor nor any other person or predecessor in interest have used, generated, manufactured, stored or disposed of on, under or about the Property, or transported to or from the Property, any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances ("Hazardous Materials"). For the purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes," or "restricted hazardous wastes," or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, et seq; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317, et seq; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time;

(f) In the event Grantee discovers Hazardous Materials, contaminated soil and/or water in, on or under the Property, Grantor shall be solely responsible for the removal and disposal of any and all such Hazardous Materials, contaminated soil and/or water;

(g) In the event Grantor fails to remove said Hazardous Materials, contaminated soil and/or water, Grantee or its designee shall have the right to remove and dispose of said Hazardous Materials, contaminated soil and/or water at Grantor's sole cost and expense. Grantor shall immediately reimburse Grantee for costs and expenses incurred by

Grantee for the removal and disposal of any Hazardous Materials, contaminated soil and/or water upon receipt of a bill or invoices therefor; and

(h) Grantor has and shall have paid before Close of Escrow any and all current and past due taxes, assessments, penalties and interest levied and assessed against the Property. If not paid prior to Close of Escrow, Grantor hereby authorizes Escrow Holder to disburse to the taxing authority from funds otherwise due to Grantor an amount sufficient to discharge said taxes, assessments, penalties and interest. Unless the Property Rights is assessed separately, Grantor also covenants and agrees to keep current, year-by-year, all taxes, assessments, penalties and interest levied and assessed against the Property Rights and the larger Property of which it is a part.

(i) Grantor hereby agrees, after the Close of Escrow, at Grantor's sole cost and expense, to indemnify, protect, defend (with counsel of Grantee's choice), and hold Grantee, its successors and assigns, its officers, employees, consultants and agents, harmless from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses (including, without limitation, attorneys' and experts' reasonable fees and costs) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against, Grantee, or its successors and assigns, its officers, employees, consultants and agents, relating to or arising from (i) the Property or Grantor's ownership or operation thereof on or before the Close of Escrow, (ii) the use on or before the Close of Escrow of the Property by Grantor or any third party, including, without limitation, any tenant, invitee or licensee of Grantor, (iii) any breach of any covenant, agreement, representation or warranty of Grantor contained in this Agreement; (iv) the presence, use, handling, storage, disposal or release on or before the Close of Escrow of Hazardous Materials on, under, or about the Property or contaminated soil and/or water; and (v) the Grantor's violation of any federal, state or local law, ordinance or regulation, occurring or allegedly occurring with respect to the Property prior to the Close of Escrow. This indemnity by Grantor herein contained shall survive the Close of Escrow, and the recordation of the Grant Deed.

These representations and warranties shall survive the Close of Escrow.

6. REPRESENTATIONS AND WARRANTIES OF GRANTEE.

(a) Grantee shall repair and restore any improvements or land (other than the Property Rights and any improvements located thereon) belonging to Grantor that may be damaged by Grantee or Grantee's contractor during construction of the works of improvement for which the Property Rights are conveyed, or, at Grantee's option, pay to Grantor the reasonable fair market value of such improvements, provided that this Section shall not be construed to require Grantee to pay for the use for which the Property Rights are intended.

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

7. ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE.

(a) By execution of this Agreement, Grantor, on behalf of itself and its respective heirs, executors, administrators, successors and assigns, hereby acknowledges that the Purchase Price provides full payment for the acquisition of the Property Rights by Grantee,

and Grantor hereby expressly and unconditionally waives any and all claims for damages, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable precondemnation conduct, or any other compensation or benefits, other than as already expressly provided for in this Agreement by payment of the Purchase Price, it being understood that the Purchase Price constitutes complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Property Rights.

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

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

"A general release does not extend to claims 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."

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


Grantor's Initials

This acknowledgment and release shall survive the Close of Escrow.

8. REMEDIES.

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

9. TERMINATION.

In the event Grantee elects to exercise its rights to terminate this Agreement and the Escrow as provided in Sections 2.3, 2.6 or 9, then Grantee may so terminate by giving

notice, in writing, of such termination to Grantor and Escrow Holder. In the event Grantor elects to exercise its right to terminate this Agreement and the Escrow as provided in Sections 2.3 or 9, then Grantor may so terminate by giving notice, in writing, of such termination to Grantee and Escrow Holder. Upon such termination, all obligations and liabilities of the Parties under this Agreement shall cease and terminate.

10. MISCELLANEOUS.

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

Grantor:	Elaine L. Barwoj 520 West Randall Avenue Rialto, CA 92376
Grantee:	City of Rialto 335 W. Rialto Avenue Rialto, CA 92376 Attn: Mike Story City Administrator
Escrow Holder	Stewart Title of California, Inc. 7676 Hazard Center, Ste 1400 San Diego, CA 92108 Attn: Frank Green

Any party hereto may, from time to time, by written notice to the other Parties, designate a different address, which shall be substituted for the one specified above. Any notice or other documents sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of forty-eight (48) hours following the deposit of said notice or other documents in the United States mail.

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

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

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

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

(f) Attorneys Fees. If any legal action, arbitration or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with the Agreement, the successful or prevailing party shall be entitled to recover actual attorneys fees (including fees for in-house counsel, paraprofessionals and similar personnel and disbursements) and other costs it incurs in that action or proceeding, in addition to any other relief to which it may be entitled. The

Parties agree that actual attorneys' fees shall be based on the attorneys fees actually incurred (based on the attorneys' customary hourly billing rates including, but not limited to, equivalent rates for in-house counsel) rather than the court or arbitrator making an independent inquiry concerning reasonableness. The venue of any such action, arbitration, lawsuit or other proceeding or litigation may, at the option of the Grantee, be laid in San Bernardino County, California, and the Parties waive any right to change of venue.

(g) Entire Agreement. This Agreement contains the entire Agreement of the Parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

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

(i) Confidentiality. Grantor will keep confidential the terms of this Agreement and refrain from disclosing or causing same to be disclosed to any person or entity not specifically released herein. In no event, however, shall Grantor be required to refrain from disclosing the terms of this Agreement where: (i) they are legally required to do so, whether by statute, court order, process or otherwise; or (ii) disclosure is required or necessary to enforce any right, duty, obligation or release arising under the terms of this Agreement; or (iii) disclosure is required or necessary in order for Grantor, or any of its agents or employees, to maintain or compile their personal or business books or records; or (iv) disclosure is necessary or required in order for Grantor, or any of its agents or employees, to prepare and file income tax returns or any other forms required by any governmental, administrative or regulatory entities, boards or authorities.

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

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

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

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

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

(o) Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference.

(p) Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of California. Any and all legal actions sought to enforce the terms and provisions of this Agreement shall be brought in the courts of the County of San Bernardino.

[SIGNATURES ON NEXT PAGE]

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

GRANTOR

Elaine L. Barowoj, a widow

By: Elaine L. Barowoj
Elaine L. Barowoj

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 San Bernardino)

On September 27, 2017 before me, J. Andrews, A Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



GRANTEE
CITY OF RIALTO, CALIFORNIA

APPROVED BY THE CITY COUNCIL:

By _____
Mike Story
City Administrator

Date _____

Agreement No. _____

ATTEST:

By _____
Barbara A. McGee
City Clerk

APPROVED AS TO FORM:

By _____
Fred Galante, Esq.
City Attorney

EXHIBIT "A"

(SEE ATTACHED)

EXHIBIT "A"
CITY OF RIALTO
Right of Way

APN: 0131-191-31

Legal Description:

A strip of land 8.00' in width and being a portion of the North 8.00' of the South 38.00' of farm Lot 143, Town of RIALTO and adjoining subdivisions in San Bernardino County, California, as per Plat recorded in Book 4 of Maps, Page 11, Official Records of said County, and being a portion of that tract of land described as EXHIBIT "A" in that AFFIDAVIT OF DEATH OF SPOUSE recorded April 24, 2014, as Document No. 2014-0146804, Official Records of said County, the Northerly line of said strip lies 38.00' feet northerly from and parallel with the centerline of Randall Avenue as said centerline is shown on said Map recorded in Book 4 of Maps, Page 11, Official Records of said County.

Containing 1,273 square feet more or less.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.

Prepared by me or under my direction.


TERRY FLETCHER LS 5834

My Registration Expires 09-30-2018

3/27/2017
DATE



EXHIBIT "B"

(SEE ATTACHED)

EXHIBIT "B" RIGHT OF WAY

FOR OF FARM LOT 143 OF THE
TOWN OF RIALTO AND
ADJOINING SUBDIVISION,
MAP BK 4, PG 11

APN 131-191-30

APN 131-191-31
DOC # 2014-0146804

APN 131-191-07

1,273 SQFT

RANDALL AVENUE

38'

30'

44'

LEGEND



AREA OF ACQUISITION



ROAD CENTERLINE



EXISTING RIGHT OF WAY

0 15' 30'



1" = 30'



BASIS OF BEARINGS:

CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE 5. ALL DISTANCES ARE GROUND DISTANCES

DE DOKKEN
ENGINEERING

110 BLUE HAVEN ROAD
SUITE 200
FOLSOM, CA 95630

(916) 868-0842

RANDALL AVENUE

CITY OF RIALTO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

DATE: 9/27/2017

APN 131-191-31

CHECKED BY: TF

PREPARED BY: JA

SHEET 1 OF 1

OWNER: ELAINE L BAROWOJ, a widow

EXHIBIT "C"

Recording
Requested by and
After Recording
Return to:

City Engineer
City of Rialto
335 W. Rialto Ave.
Rialto, CA 92376

(FOR RECORDERS USE ONLY)

Pursuant to Government Code Section 6103, this document is being recorded as a benefit to the City of Rialto and recording fees shall not apply.

FILE
APN 0131-191-31

NO DOCUMENTARY STAMPS NEEDED

GRANT DEED

For a valuable consideration, receipt of which is hereby acknowledged, **Elaine L. Barowoj, a widow**, GRANTOR, hereby grants, in fee simple, to the City of Rialto, a municipal corporation, GRANTEE, right-of-way for streets, highways, sanitary sewer lines, domestic water lines, public utilities, and other appurtenant uses, together with the right to construct, maintain, repair, operate, use, dedicate or declare the same for public use, in, on, under, over and across the real property in the City of Rialto, San Bernardino County, California, described as follows:

Being over the land described in **Exhibit "A"** and shown on **Exhibit "B"** attached hereto and made a part hereof.

GRANTOR: Elaine L. Barowoj, a widow

By: _____
Elaine L. Barowoj

Date

Recording
Requested by and
After Recording
Return to:

City Engineer
City of Rialto
335 W. Rialto Ave.
Rialto, CA 92376

(FOR RECORDERS USE ONLY)

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Being over the land described in **Exhibit "A"** and shown on **Exhibit "B"** attached hereto and made a part hereof.

GRANTOR: Elaine L. Barowoj, a widow

By: Elaine L. Barowoj
Elaine L. Barowoj

9-27-17
Date

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 San Bernardino)

On September 27, 2017 before me, J. Andrews, A Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



EXHIBIT "A"
CITY OF RIALTO
Right of Way

APN: 0131-191-31

Legal Description:

A strip of land 8.00' in width and being a portion of the North 8.00' of the South 38.00' of farm Lot 143, Town of RIALTO and adjoining subdivisions in San Bernardino County, California, as per Plat recorded in Book 4 of Maps, Page 11, Official Records of said County, and being a portion of that tract of land described as EXHIBIT "A" in that AFFIDAVIT OF DEATH OF SPOUSE recorded April 24, 2014, as Document No. 2014-0146804, Official Records of said County, the Northerly line of said strip lies 38.00' feet northerly from and parallel with the centerline of Randall Avenue as said centerline is shown on said Map recorded in Book 4 of Maps, Page 11, Official Records of said County.

Containing 1,273 square feet more or less.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.

Prepared by me or under my direction.

Terry Fletcher
TERRY FLETCHER LS 5834

My Registration Expires 09-30-2018

2/27/2017
DATE



EXHIBIT "B"

RIGHT OF WAY

FOR OF FARM LOT 143 OF THE
TOWN OF RIALTO AND
ADJOINING SUBDIVISION,
MAP BK 4, PG 11

APN 131-191-30

APN 131-191-31
DOC # 2014-0146804

APN 131-191-07

1,273 SQFT

RANDALL AVENUE

38'

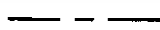
30'

44'

LEGEND



AREA OF ACQUISITION



ROAD CENTERLINE



EXISTING RIGHT OF WAY

0 15' 30'



1" = 30'



BASIS OF BEARINGS:

CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE 5. ALL DISTANCES ARE GROUND DISTANCES



110 BLUE HAVEN ROAD
SUITE 200
FOLSOM, CA 95630

(916) 858-0842

RANDALL AVENUE

CITY OF RIALTO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

DATE: 9/27/2017

APN 131-191-31

CHECKED BY: TF

PREPARED BY: JA

SHEET 1 OF 1

OWNER: ELAINE L BAROWOJ, a widow

CERTIFICATE OF ACCEPTANCE

GRANT DEED

In accordance with California Government Code Section 27281, and the authority delegated to me by the City Council of the City of Rialto, California, pursuant to Resolution No. 3555 adopted May 15, 1990, I, Michael E. Story, the City Administrator for the City of Rialto, a California municipal corporation, on behalf of the City of Rialto, hereby accept the Grant Deed for ELAINE L. BAROWOJ, A WIDOW.

Dated _____

MICHAEL E. STORY, City Administrator

Reviewed and recommended for acceptance by:

Azzam Jabsheh, P.E., Associate Civil Engineer

ALL-PURPOSE 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 _____

County of _____

On _____ before me, _____,
Date Name, Title of Officer

personally appeared _____

NAME(S) OF SIGNER(S)

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 signatures(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 identified herein, that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature of Notary

RECORDING REQUESTED BY
Mike Story, City Administrator
City of Rialto, California

WHEN RECORDED RETURN TO:
Mike Story
City Administrator
CITY OF RIALTO
335 W. Rialto Avenue
Rialto, CA 92376

**Exempt from recording charges
under Government Code § 6103**

(Space above this line reserved for Recorder's use)

PROJECT: Randall Avenue Widening Project
City Project No. 140809
APNs: 0131-191-31

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

PROJECT: Randall Avenue Widening Project
City Project No. 140809
APNs: 0131-191-31

This **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** is hereby made this ____ day of _____, 20____, by and between the **City of Rialto, a California municipal corporation**, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, hereinafter designated as the "City" and/or "Grantee", and **Elaine L. Barowoj, a widow**, hereinafter designated as the "Grantor". City/Grantee and Grantor are individually referred to as "Party" and are collectively referred to as the "Parties".

RECITALS

A. Grantor owns certain vacant real property located on **520 West Randall Avenue, Rialto, CA 92376**, further identified by San Bernardino County Assessor Parcel No. **(0131-191-31)**, ("Property").

B. Grantee desires to obtain from Grantor a temporary construction easement over a portion of the Property, and Grantor hereby agrees to authorize Grantee to enter, for a limited duration and term subject to the conditions herein in this Agreement, a portion of the Property as described on the attached legal description, referenced as Exhibit "A", and shown on the attached map, referenced as Exhibit "B", ("Easement Area"), which are attached hereto and incorporated herein by reference.

C. The parties desire by this Agreement to provide the terms and conditions for the Grantee's acquisition from Grantor of a Temporary Construction Easement, as defined below, over the Easement Area.

AGREEMENT

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants to City the right to enter upon and use Grantor's Property in the City of Rialto, San Bernardino County, State of California, described as Assessor's Parcel Number **0131-191-31** for all purposes necessary to facilitate and accomplish the construction and installation of various public street improvements ("Temporary Construction Easement") associated with the Randall Avenue Widening, City Project 140809 ("Project").
2. The Temporary Construction Easement, used during construction of the Project consists of approximately **1,911** square feet as described on the attached legal description, referenced as Exhibit "A", and shown on the attached map, referenced as Exhibit "B" (hereinafter the "Easement Area").
3. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the Easement Area by the Grantee, including the right to remove and dispose of improvements, shall commence on December 1, 2017 or the close of escrow controlling this transaction, whichever occurs first, and the amount shown in Section 13 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date. Temporary Construction Easement will expire on December 1, 2019 Upon the City's recordation of a Notice of Completion for the Project with the San Bernardino County Recorder's Office, the Temporary Construction Easement granted herein shall be automatically surrendered by Grantee, and Grantee's interests thereto shall be automatically reverted to Grantor as if quitclaimed by Grantee, and shall no longer represent any title interest of or to Grantor's Property. Nevertheless, if requested by Grantor following such termination, City will execute a quitclaim deed confirming such termination.
4. The rights granted herein include the right to enter upon and to pass and repass over and along the Easement Area, and to deposit tools, implements and other materials thereon by City, or its successors and assigns, its officers, agents and employees, and by persons or entities under contract with City, its successors and assigns, wherever and whenever necessary for the purpose of completing the Project in accordance with applicable laws. The City's activities may involve surveying, staking, excavation, grading, and other related uses that are reasonably required to construct the Project. City agrees not to damage Grantor's property in the process of performing such activities. At all times during the term of this Agreement (and during construction of the Project), Grantor's property will remain accessible for Grantor's ingress and egress.
5. At the termination of the period of use of Grantor's land by City, but before its relinquishment to Grantor, debris generated by City's use will be removed and the surface will be graded, if applicable, and left in a neat condition.

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

To Grantor:

Elaine L. Barowoj
520 West Randall Avenue
Rialto, CA 92376

To Grantee:

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

With copy to:

City of Rialto
Public Works Department
335 W. Rialto Avenue
Rialto, CA 92376

7. To the extent permitted by law, City (or its contractor) shall indemnify, defend and hold harmless Grantor from all losses, liabilities, costs, damages, expenses, causes of action, suits, claims or judgments, including attorney's fees and costs, (collectively, "Claims") arising directly out of or in connection with any act or omission of City, its employees, representatives, agents, suppliers or subcontractors, pursuant to this Agreement or otherwise, provided, however, that the foregoing duty to defend, indemnify and hold harmless the Grantor from and against any Claims shall not apply to any Claims (a) arising from the negligence or intentional misconduct of Grantor.
8. Grantor hereby warrants that they are the owners of the Property described above and that they have the right to grant City, its successors or assigns, permission to enter upon and use the Easement Area.
9. This Agreement is the result of negotiations between the Parties hereto. This Agreement is intended by the Parties as a final expression of their understanding with respect to the matters herein, and is a complete and exclusive statement of the terms and conditions thereof.
10. This Agreement shall not be changed, modified, or amended except upon the written consent of the parties hereto.
11. This Agreement supersede any and all other prior agreements or understandings, oral or written, in connection therewith.
12. Grantors, their assigns and successors in interest, shall be bound by all the terms and conditions contained in this Agreement, and all the Parties thereto shall be jointly and severally liable thereunder in accordance with Civil Code Section 1468.
13. City shall pay to Grantor the total sum of **Two Thousand Six Dollars and Fifty-Five Cents (\$2,006.55)** (the "Rental Price"), for the right to enter upon and use Grantor's land in accordance with the terms hereof. Grantor hereby expressly and unconditionally waives any and all claims for damages, relocation assistance

benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable precondemnation conduct, or any other compensation or benefits, other than for payment of the Rental Price, it being understood that the Rental Price constitutes complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever, whether known or unknown as of the date of this Agreement, relating to or in connection with the Temporary Construction Easement or any other rights granted under this Agreement. Payment shall be made within thirty (30) days after execution of this Agreement.

Grantor hereby acknowledges that it has been advised by its attorney and is familiar with the provisions of California Civil Code section 1542, which provides as follows:

"A general release does not extend to claims 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."

By signing below, Grantor 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, Grantor hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights which it may have under California Civil Code section 1542, or under any statute or common law or equitable principle of similar effect, except as set forth in this Section 13.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR

Elaine L. Barowoj, a widow

By: Elaine L. Barowoj
Elaine L. Barowoj

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 San Bernardino)

On September 27, 2017 before me, J. Andrews, A Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



**GRANTEE
CITY OF RIALTO, CALIFORNIA**

By _____
Mike Story
City Administrator

✓

ATTEST:

By _____
Barbara A. McGee
City Clerk

APPROVED AS TO FORM:

By _____
Fred Galante, Esq.
City Attorney

Exhibit "A"
Temporary Construction Easement Legal Description

(SEE ATTACHED)

EXHIBIT "A"
CITY OF RIALTO
Temporary Construction Easement

APN: 0131-191-31

Legal Description:

That portion of farm Lot 143, Town of RIALTO and adjoining subdivisions in San Bernardino County, California, as per Plat recorded in Book 4 of Maps, Page 11, Records of said County, and being a portion of that tract of land described as EXHIBIT "A" in that AFFIDAVIT OF DEATH OF SPOUSE recorded April 24, 2014, as Document No. 2014-0146804, Official Records of said County, described by metes and bounds as follow;

Beginning at a point on the west line of Grantors property which is 38.00' northerly from, when measured at right angles to the centerline of Randall Avenue as said centerline is shown on said Map recorded in Book 4 of Maps, Page 11, Official Records of said County, said point being the True Point of Beginning;

Thence from said True Point of Beginning N00°29'58"W 25.00' along said west line to a point 63.00' northerly from, when measured at right angles to the centerline of Randall Avenue;

Thence departing from said west line N89°35'23"E 24.00' parallel with the centerline of Randall Avenue;

Thence S00°24'37"E 15.00' to a point 48.00' northerly from, when measured at right angles to the centerline of Randall Avenue;

Thence N89°35'23"E 70.00' parallel with the centerline of Randall Avenue;

Thence N00°24'37"W 7.50' to a point 55.50' northerly from, when measured at right angles to the centerline of Randall Avenue;

Thence N89°35'23"E 20.00' parallel with the centerline of Randall Avenue;

Thence S00°24'37"E 7.50' to a point 48.00' northerly from, when measured at right angles to the centerline of Randall Avenue;

Thence N89°35'23"E 7.00' parallel with the centerline of Randall Avenue;

Thence S00°24'37"E 5.00' to a point 43.00' northerly from, when measured at right angles to the centerline of Randall Avenue;

Thence N89°35'23"E 38.16' parallel with the centerline of Randall Avenue to a point on the east line of Grantors property;

Thence S00°31'28"E 5.00' along said east line to a point 38.00' northerly from, when measured at right angles to the centerline of Randall Avenue;

Thence S89°35'23"W 159.14' parallel with the centerline of Randall Avenue to the True Point of Beginning.

Containing 1,911 square feet more or less.

Bearings used herein are based on the California State Plane Coordinate System, CCS83, Zone 5. All distances are ground distances.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.

Prepared by me or under my direction.

Terry Fletcher
TERRY FLETCHER LS 5834

My Registration Expires 09-30-2018

9/27/2017
DATE



Exhibit "B"
Temporary Construction Easement Map

(SEE ATTACHED)

EXHIBIT "B"

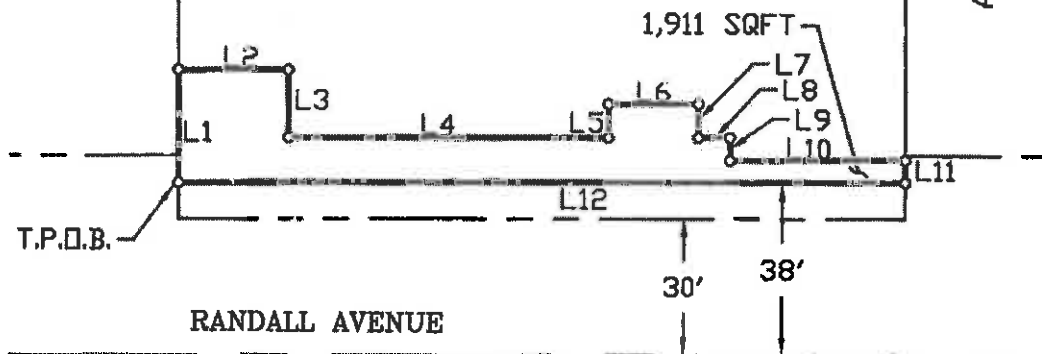
Temporary Construction Easement

**POR. OF FARM LOT 143 OF THE
TOWN OF RIALTO AND
ADJOINING SUBDIVISION.
MAP BK 4, PG 11**

LINE TABLE

LINE	DIRECTION	LENGTH
L1	N00°29'58"W	25.00'
L2	N89°35'23"E	24.00'
L3	S00°24'37"E	15.00'
L4	N89°35'23"E	70.00'
L5	N00°24'37"W	7.50'
L6	N89°35'23"E	20.00'
L7	S00°24'37"E	7.50'
L8	N89°35'23"E	7.00'
L9	S00°24'37"E	5.00'
L10	N89°35'23"E	38.16'
L11	S00°31'28"E	5.00'
L12	S89°35'23"W	159.14'

APN 131-191-31
Doc# 2014-0146804



LEGEND

- ROAD CENTERLINE
- EXISTING RIGHT OF WAY
- o DIMENSION POINT
- T.P.O.B. TRUE POINT OF BEGINNING



BASIS OF BEARINGS:
CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE 5. ALL DISTANCES ARE GROUND DISTANCES

<p>110 BLUE RAVINE ROAD, SUITE 200 FOLSOM, CA 95630 (916)858-0642</p>	RANDALL AVENUE		DATE: 9/27/2017
	CITY OF RIALTO COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA		APN: 0131-191-31
	CHECKED BY: TF	PREPARED BY: JA	SHEET 1 OF 1

OWNER: ELAINE L. BARDWOLJ, a widow

RECORDING REQUESTED BY
Mike Story, City Administrator
City of Rialto, California

WHEN RECORDED RETURN TO:
Mike Story
City Administrator
CITY OF RIALTO
335 W. Rialto Avenue
Rialto, CA 92376

**Exempt from recording charges
under Government Code § 6103**

(Space above this line reserved for Recorder's use)

PROJECT: Randall Avenue Widening Project
City Project No. 140809
APNs: 0131-191-31

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

PROJECT: Randall Avenue Widening Project
City Project No. 140809
APNs: 0131-191-31

This **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** is hereby made this ____ day of _____, 20____, by and between the **City of Rialto, a California municipal corporation**, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, hereinafter designated as the "City" and/or "Grantee", and **Elaine L. Barowoj, a widow**, hereinafter designated as the "Grantor". City/Grantee and Grantor are individually referred to as "Party" and are collectively referred to as the "Parties".

RECITALS

A. Grantor owns certain vacant real property located on **520 West Randall Avenue, Rialto, CA 92376**, further identified by San Bernardino County Assessor Parcel No. **(0131-191-31)**, ("Property").

B. Grantee desires to obtain from Grantor a temporary construction easement over a portion of the Property, and Grantor hereby agrees to authorize Grantee to enter, for a limited duration and term subject to the conditions herein in this Agreement, a portion of the Property as described on the attached legal description, referenced as Exhibit "A", and shown on the attached map, referenced as Exhibit "B", ("Easement Area"), which are attached hereto and incorporated herein by reference.

C. The parties desire by this Agreement to provide the terms and conditions for the Grantee's acquisition from Grantor of a Temporary Construction Easement, as defined below, over the Easement Area.

AGREEMENT

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants to City the right to enter upon and use Grantor's Property in the City of Rialto, San Bernardino County, State of California, described as Assessor's Parcel Number **0131-191-31** for all purposes necessary to facilitate and accomplish the construction and installation of various public street improvements ("Temporary Construction Easement") associated with the Randall Avenue Widening, City Project 140809 ("Project").
2. The Temporary Construction Easement, used during construction of the Project consists of approximately **1,911** square feet as described on the attached legal description, referenced as Exhibit "A", and shown on the attached map, referenced as Exhibit "B" (hereinafter the "Easement Area").
3. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the Easement Area by the Grantee, including the right to remove and dispose of improvements, shall commence on December 1, 2017 or the close of escrow controlling this transaction, whichever occurs first, and the amount shown in Section 13 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date. Temporary Construction Easement will expire on December 1, 2019 Upon the City's recordation of a Notice of Completion for the Project with the San Bernardino County Recorder's Office, the Temporary Construction Easement granted herein shall be automatically surrendered by Grantee, and Grantee's interests thereto shall be automatically reverted to Grantor as if quitclaimed by Grantee, and shall no longer represent any title interest of or to Grantor's Property. Nevertheless, if requested by Grantor following such termination, City will execute a quitclaim deed confirming such termination.
4. The rights granted herein include the right to enter upon and to pass and repass over and along the Easement Area, and to deposit tools, implements and other materials thereon by City, or its successors and assigns, its officers, agents and employees, and by persons or entities under contract with City, its successors and assigns, wherever and whenever necessary for the purpose of completing the Project in accordance with applicable laws. The City's activities may involve surveying, staking, excavation, grading, and other related uses that are reasonably required to construct the Project. City agrees not to damage Grantor's property in the process of performing such activities. At all times during the term of this Agreement (and during construction of the Project), Grantor's property will remain accessible for Grantor's ingress and egress.
5. At the termination of the period of use of Grantor's land by City, but before its relinquishment to Grantor, debris generated by City's use will be removed and the surface will be graded, if applicable, and left in a neat condition.

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

To Grantor:

Elaine L. Barowoj
520 West Randall Avenue
Rialto, CA 92376

To Grantee:

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

With copy to:

City of Rialto
Public Works Department
335 W. Rialto Avenue
Rialto, CA 92376

7. To the extent permitted by law, City (or its contractor) shall indemnify, defend and hold harmless Grantor from all losses, liabilities, costs, damages, expenses, causes of action, suits, claims or judgments, including attorney's fees and costs, (collectively, "Claims") arising directly out of or in connection with any act or omission of City, its employees, representatives, agents, suppliers or subcontractors, pursuant to this Agreement or otherwise, provided, however, that the foregoing duty to defend, indemnify and hold harmless the Grantor from and against any Claims shall not apply to any Claims (a) arising from the negligence or intentional misconduct of Grantor.
8. Grantor hereby warrants that they are the owners of the Property described above and that they have the right to grant City, its successors or assigns, permission to enter upon and use the Easement Area.
9. This Agreement is the result of negotiations between the Parties hereto. This Agreement is intended by the Parties as a final expression of their understanding with respect to the matters herein, and is a complete and exclusive statement of the terms and conditions thereof.
10. This Agreement shall not be changed, modified, or amended except upon the written consent of the parties hereto.
11. This Agreement supersede any and all other prior agreements or understandings, oral or written, in connection therewith.
12. Grantors, their assigns and successors in interest, shall be bound by all the terms and conditions contained in this Agreement, and all the Parties thereto shall be jointly and severally liable thereunder in accordance with Civil Code Section 1468.
13. City shall pay to Grantor the total sum of **Two Thousand Six Dollars and Fifty-Five Cents (\$2,006.55)** (the "Rental Price"), for the right to enter upon and use Grantor's land in accordance with the terms hereof. Grantor hereby expressly and unconditionally waives any and all claims for damages, relocation assistance

benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable precondemnation conduct, or any other compensation or benefits, other than for payment of the Rental Price, it being understood that the Rental Price constitutes complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever, whether known or unknown as of the date of this Agreement, relating to or in connection with the Temporary Construction Easement or any other rights granted under this Agreement. Payment shall be made within thirty (30) days after execution of this Agreement.

Grantor hereby acknowledges that it has been advised by its attorney and is familiar with the provisions of California Civil Code section 1542, which provides as follows:

"A general release does not extend to claims 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."

By signing below, Grantor 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, Grantor hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights which it may have under California Civil Code section 1542, or under any statute or common law or equitable principal of similar effect, except as set forth in this Section 13.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR

Elaine L. Barowoj, a widow

By: Elaine L. Barowoj
Elaine L. Barowoj

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 San Bernardino

On September 27, 2017 before me, J. Andrews, A Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



**GRANTEE
CITY OF RIALTO, CALIFORNIA**

By _____
Mike Story
City Administrator

ATTEST:

By _____
Barbara A. McGee
City Clerk

APPROVED AS TO FORM:

By _____
Fred Galante, Esq.
City Attorney

Exhibit "A"
Temporary Construction Easement Legal Description

(SEE ATTACHED)

EXHIBIT "A"
CITY OF RIALTO
Temporary Construction Easement

APN: 0131-191-31

Legal Description:

That portion of farm Lot 143, Town of RIALTO and adjoining subdivisions in San Bernardino County, California, as per Plat recorded in Book 4 of Maps, Page 11, Records of said County, and being a portion of that tract of land described as EXHIBIT "A" in that AFFIDAVIT OF DEATH OF SPOUSE recorded April 24, 2014, as Document No. 2014-0146804, Official Records of said County, described by metes and bounds as follow;

Beginning at a point on the west line of Grantors property which is 38.00' northerly from, when measured at right angles to the centerline of Randall Avenue as said centerline is shown on said Map recorded in Book 4 of Maps, Page 11, Official Records of said County, said point being the True Point of Beginning;

Thence from said True Point of Beginning N00°29'58"W 25.00' along said west line to a point 63.00' northerly from, when measured at right angles to the centerline of Randall Avenue;

Thence departing from said west line N89°35'23"E 24.00' parallel with the centerline of Randall Avenue;

Thence S00°24'37"E 15.00' to a point 48.00' northerly from, when measured at right angles to the centerline of Randall Avenue;

Thence N89°35'23"E 70.00' parallel with the centerline of Randall Avenue;

Thence N00°24'37"W 7.50' to a point 55.50' northerly from, when measured at right angles to the centerline of Randall Avenue;

Thence N89°35'23"E 20.00' parallel with the centerline of Randall Avenue;

Thence S00°24'37"E 7.50' to a point 48.00' northerly from, when measured at right angles to the centerline of Randall Avenue;

Thence N89°35'23"E 7.00' parallel with the centerline of Randall Avenue;

Thence S00°24'37"E 5.00' to a point 43.00' northerly from, when measured at right angles to the centerline of Randall Avenue;

Thence N89°35'23"E 38.16' parallel with the centerline of Randall Avenue to a point on the east line of Grantors property;

Thence S00°31'28"E 5.00' along said east line to a point 38.00' northerly from, when measured at right angles to the centerline of Randall Avenue;

Thence S89°35'23"W 159.14' parallel with the centerline of Randall Avenue to the True Point of Beginning.

Containing 1,911 square feet more or less.

Bearings used herein are based on the California State Plane Coordinate System, CCS83, Zone 5. All distances are ground distances.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.

Prepared by me or under my direction.

Terry Fletcher
TERRY FLETCHER LS 5834

My Registration Expires 09-30-2018

9/27/2017
DATE



Exhibit "B"
Temporary Construction Easement Map

(SEE ATTACHED)

EXHIBIT "B"

Temporary Construction Easement

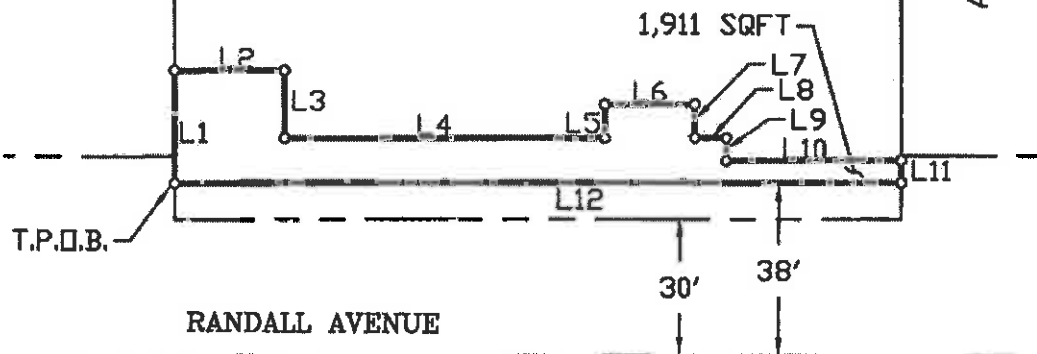
**POR. OF FARM LOT 143 OF THE
TOWN OF RIALTO AND
ADJOINING SUBDIVISION.
MAP BK 4, PG 11**

LINE	DIRECTION	LENGTH
L1	N00°29'58"W	25.00'
L2	N89°35'23"E	24.00'
L3	S00°24'37"E	15.00'
L4	N89°35'23"E	70.00'
L5	N00°24'37"W	7.50'
L6	N89°35'23"E	20.00'
L7	S00°24'37"E	7.50'
L8	N89°35'23"E	7.00'
L9	S00°24'37"E	5.00'
L10	N89°35'23"E	38.16'
L11	S00°31'28"E	5.00'
L12	S89°35'23"W	159.14'

APN 131-191-30

APN 131-191-31
Doc# 2014-0146804

APN 131-191-07



LEGEND

- ROAD CENTERLINE
- EXISTING RIGHT OF WAY
- o DIMENSION POINT
- T.P.O.B. TRUE POINT OF BEGINNING

BASIS OF BEARINGS:
CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE 5. ALL DISTANCES ARE GROUND DISTANCES

DOKKEN
110 BLUE RAVINE ROAD, SUITE 200
FOLSOM, CA 95630
(916) 858-0642

RANDALL AVENUE
CITY OF RIALTO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

DATE: 9/27/2017

APN: 0131-191-31

CHECKED BY: TF

PREPARED BY: JA

SHEET 1 OF 1

OWNER: ELAINE L. BARDOJJ, a widow

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

City Engineer
City of Rialto
335 W. Rialto Ave.
Rialto, CA 92376

Exempt from recording charges
under Government Code § 6103

(Space above this line reserved for Recorder's use)

PROJECT: Randall Avenue Widening Project
City Project No. 140809
APNs: 0131-191-31

TEMPORARY CONSTRUCTION EASEMENT

For a valuable consideration receipt of which is hereby acknowledged, **Elaine L. Barowoj, a widow ("Grantor")** hereby grants unto **City of Rialto, a California municipal corporation**, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, ("**City**" and/or "**Grantee**"), its successors and assigns, the exclusive right, on a temporary basis, to enter and utilize certain real property in the City of Rialto, County of San Bernardino, State of California described in **Exhibit "A"** and depicted in **Exhibit "B"**, attached hereto and made part hereof (the "**Property**").


This TEMPORARY CONSTRUCTION EASEMENT is for the purpose of constructing the **Randall Avenue Widening Project**, a public project (the "**Project**"), and gives City, its successors and assigns, including City's contractor(s), the power to perform all activities necessary for the construction and completion of the Project, inclusive of ingress and egress, and necessary appurtenances thereto, in, over, across, along, through and under the Property.

It is understood that said TEMPORARY CONSTRUCTION EASEMENT shall expire on December 1, 2019. At the expiration of the Temporary Construction Easement, City shall restore the easement area to a condition substantially the same condition as existed before construction to the extent feasible, unless otherwise agreed to by the Grantor.

Executed this 27 day of sept, 2017

GRANTOR:

Elaine L. Barowoj, a widow

By: 
Elaine L. Barowoj

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 San Bernardino)

On September 27, 2017 before me, J. Andrews, A Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)

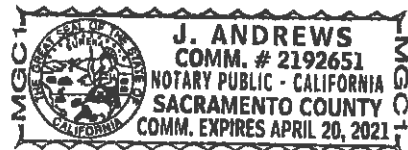


Exhibit "A"

LEGAL DESCRIPTION OF THE EASEMENT AREA

EXHIBIT "A"
CITY OF RIALTO
Temporary Construction Easement

APN: 0131-191-31

Legal Description:

That portion of farm Lot 143, Town of RIALTO and adjoining subdivisions in San Bernardino County, California, as per Plat recorded in Book 4 of Maps, Page 11, Records of said County, and being a portion of that tract of land described as EXHIBIT "A" in that AFFIDAVIT OF DEATH OF SPOUSE recorded April 24, 2014, as Document No. 2014-0146804, Official Records of said County, described by metes and bounds as follow;

Beginning at a point on the west line of Grantors property which is 38.00' northerly from, when measured at right angles to the centerline of Randall Avenue as said centerline is shown on said Map recorded in Book 4 of Maps, Page 11, Official Records of said County, said point being the True Point of Beginning;

Thence from said True Point of Beginning N00°29'58"W 25.00' along said west line to a point 63.00' northerly from, when measured at right angles to the centerline of Randall Avenue;

Thence departing from said west line N89°35'23"E 24.00' parallel with the centerline of Randall Avenue;

Thence S00°24'37"E 15.00' to a point 48.00' northerly from, when measured at right angles to the centerline of Randall Avenue;

Thence N89°35'23"E 70.00' parallel with the centerline of Randall Avenue;

Thence N00°24'37"W 7.50' to a point 55.50' northerly from, when measured at right angles to the centerline of Randall Avenue;

Thence N89°35'23"E 20.00' parallel with the centerline of Randall Avenue;

Thence S00°24'37"E 7.50' to a point 48.00' northerly from, when measured at right angles to the centerline of Randall Avenue;

Thence N89°35'23"E 7.00' parallel with the centerline of Randall Avenue;

Thence S00°24'37"E 5.00' to a point 43.00' northerly from, when measured at right angles to the centerline of Randall Avenue;

Thence N89°35'23"E 38.16' parallel with the centerline of Randall Avenue to a point on the east line of Grantors property;

Thence S00°31'28"E 5.00' along said east line to a point 38.00' northerly from, when measured at right angles to the centerline of Randall Avenue;

Thence S89°35'23"W 159.14' parallel with the centerline of Randall Avenue to the True Point of Beginning.

Containing 1,911 square feet more or less.

Bearings used herein are based on the California State Plane Coordinate System, CCS83, Zone 5. All distances are ground distances.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.

Prepared by me or under my direction.

Terry Fletcher
TERRY FLETCHER LS 5834

My Registration Expires 09-30-2018

9/27/2017
DATE



Exhibit "B"

DEPICTION OF THE EASEMENT AREA

EXHIBIT "B"

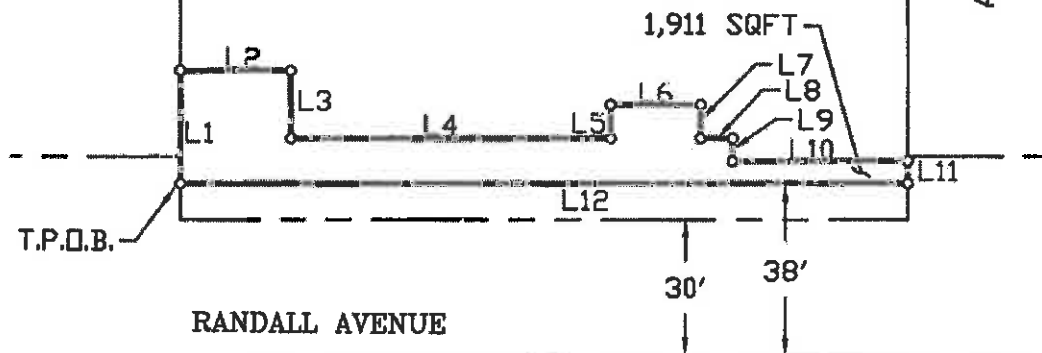
Temporary Construction Easement

**POR. OF FARM LOT 148 OF THE
TOWN OF RIALTO AND
ADJOINING SUBDIVISION.
MAP BK 4, PG 11**

LINE TABLE

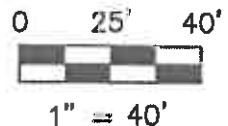
LINE	DIRECTION	LENGTH
L1	N00°29'58"W	25.00'
L2	N89°35'23"E	24.00'
L3	S00°24'37"E	15.00'
L4	N89°35'23"E	70.00'
L5	N00°24'37"W	7.50'
L6	N89°35'23"E	20.00'
L7	S00°24'37"E	7.50'
L8	N89°35'23"E	7.00'
L9	S00°24'37"E	5.00'
L10	N89°35'23"E	38.16'
L11	S00°31'28"E	5.00'
L12	S89°35'23"W	159.14'

APN 131-191-31
Doc# 2014-0146804



LEGEND

- ROAD CENTERLINE
- - - EXISTING RIGHT OF WAY
- o DIMENSION POINT
- T.P.O.B. TRUE POINT OF BEGINNING



BASIS OF BEARINGS:
CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE 5. ALL DISTANCES ARE GROUND DISTANCES

DOKKEN ENGINEERING 110 BLUE RAVINE ROAD, SUITE 200 FOLSOM, CA 95630 (916)858-0642	RANDALL AVENUE		DATE: 9/27/2017
	CITY OF RIALTO COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA		APN: 0131-191-31
	CHECKED BY: TF	PREPARED BY: JA	SHEET 1 OF 1

OWNER: ELAINE L. BAROWDJ, a widow

CERTIFICATE OF ACCEPTANCE

TEMPORARY CONSTRUCTION EASEMENT

In accordance with California Government Code Section 27281, and the authority delegated to me by the City Council of the City of Rialto, California, pursuant to Resolution No. 3555 adopted May 15, 1990, I, Michael E. Story, the City Administrator for the City of Rialto, a California municipal corporation, on behalf of the City of Rialto, hereby accept the Temporary Construction Easement for ELAINE L. BAROWOJ, A WIDOW.

Dated _____



MICHAEL E. STORY, City Administrator

Reviewed and recommended for acceptance by:

Azzam Jabsheh, P.E., Associate Civil Engineer

ALL-PURPOSE 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 _____

County of _____

On _____ before me, _____,
Date Name, Title of Officer

personally appeared _____

NAME(S) OF SIGNER(S)

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 signatures(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 identified herein, that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature of Notary