



Transmittal Memorandum

Date: November 13, 2017

To: Azzam Jabsheh, City Engineer
City of Rialto Public Works
335 W Rialto Avenue
Rialto, CA 92376

From: Vanessa Cothran
Dokken Engineering
110 Blue Ravine Road Suite 200
Folsom, CA 95630

Subject: Randall Avenue Widening Project
City Project No. 140809

RE: Signed Agreements and Deeds, Escrow Package
0132-031-09 – Oropeza
135 W Randall Avenue

Attached herewith are the following documents requiring agency execution

- ✓ (2) signed copies of Temporary Construction Easement Agreement
- ✓ (1) Temporary Construction Easement & Certificate of Acceptance
- ✓ (1) escrow package & wiring instructions
- ✓ (1) property owner exhibit

Please execute all documents and return to Dokken Engineering.
Please wire funds directly to escrow per enclosed wiring instructions.

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: 0132-031-09

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

PROJECT: Randall Avenue Widening Project
City Project No. 140809
APNs: 0132-031-09

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 **Jason R. Oropeza, a single man**, 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 **135 West Randall Avenue, Rialto, CA 92376**, further identified by San Bernardino County Assessor Parcel No. **(0132-031-09)**, ("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 **0132-031-09** 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 **842** 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 January 1, 2018 or the close of escrow controlling this transaction, whichever occurs first, and the amount shown in Section 15 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 January 1, 2020. 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:

Jason R. Oropeza
276 Linda Vista Avenue
Pasadena, CA 91105

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 **One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00)** (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

Jason R. Oropeza, a single man

By: 

Jason R. Oropeza

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 California

County of San Bernardino

On November 8, 2017 before me, Vanessa M. Cotheran, notary public,
Date Name, Title of Officer

personally appeared Jason R. Oropeza

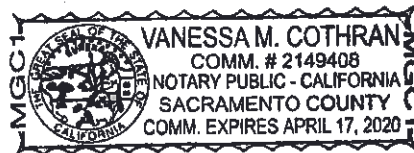
NAME(S) OF SIGNER(S)

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

Witness my hand and official seal.

Vanessa M. Cotheran
Signature of Notary



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: 0132-031-09

Legal Description:

That portion of farm Lot 156, Semi Tropic Land and Water Company, in the City of Rialto, County of San Bernardino, State of California, as per Plat recorded in Book 11 of Maps, Page 12, Records of said County and being a portion of that tract of land conveyed to Jason R. Oropeza as Parcel No.2, by GRANT DEED recorded November 6, 2017 as Document No. 2017-0459627, Official Records of said County, and being more particularly described by metes and bounds as follows;

Beginning at a point on the west line of Grantors property which is 44.00' southerly from, when measured at right angles to the centerline of Randall Avenue as said centerline is shown on said Map recorded in Book 11 of Maps, Page 12, Official Records of said County, said point being the True Point of Beginning;

Thence from said True Point of Beginning N89°34'52"E 56.00' to a point on the east line of Grantors property;

Thence S00°28'53"E 6.00' along the east line of grantors property to a point 50.00' southerly from, when measured at right angles to the centerline of Randall Avenue;

Thence S89°34'52"W 34.00' parallel with the centerline of Randall Avenue;

Thence S00°28'53"E 23.00' to a point 73.00' southerly from, when measured at right angles to the centerline of Randall Avenue;

Thence S89°34'52"W 22.00' parallel with the centerline of Randall Avenue to a point on the west line of Grantors property;

Thence N00°28'53"W 29.00' along said west line to the True Point of Beginning.

Containing 842 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 LS 5834

My Registration Expires 09-30-2018

11/13/2017
DATE

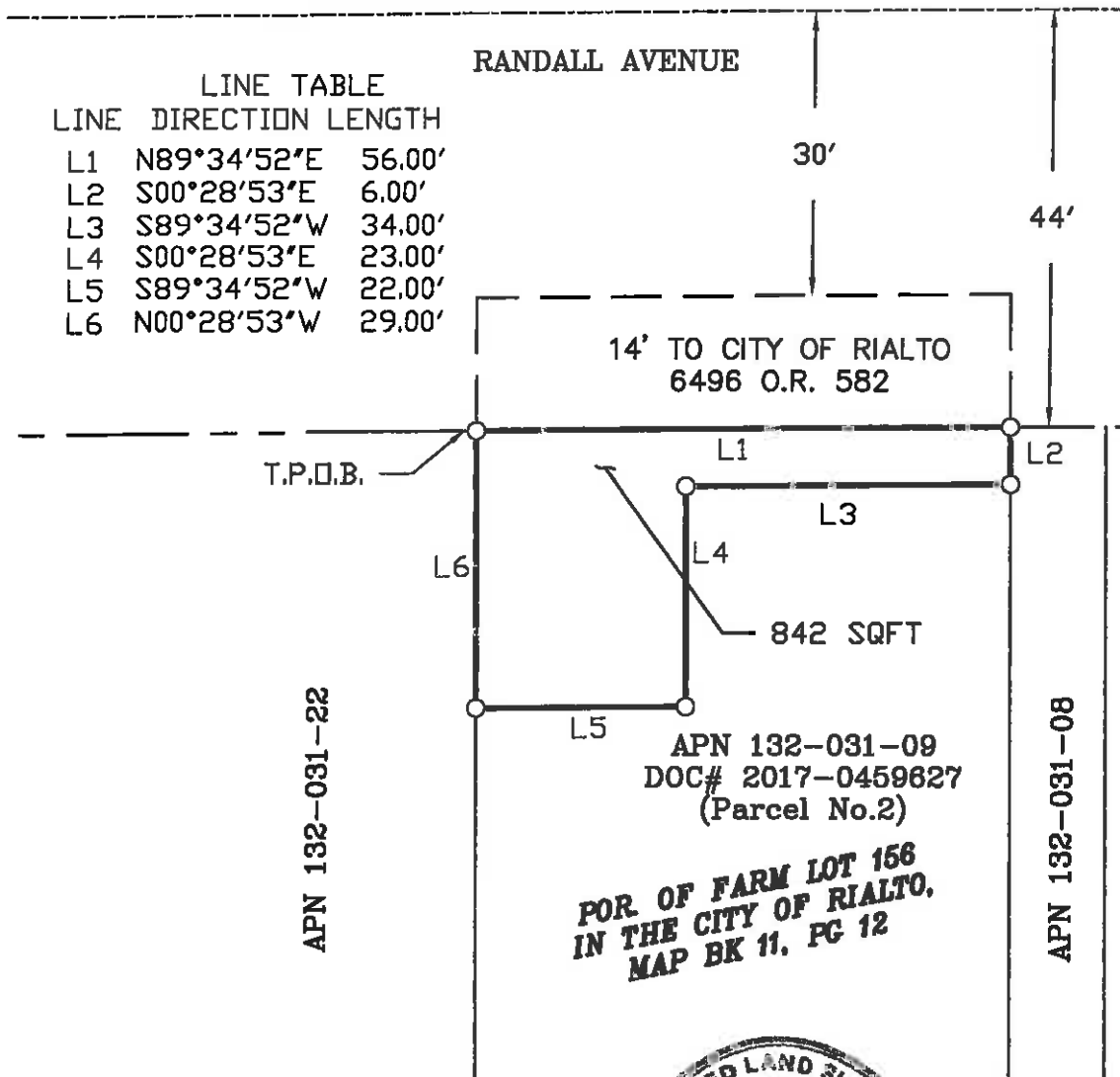


Exhibit "B"
Temporary Construction Easement Map

(SEE ATTACHED)

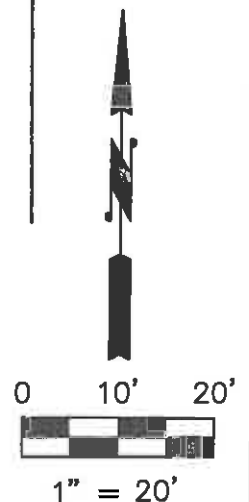
EXHIBIT "B"

Temporary Construction Easement



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: 11/13/2017
	CITY OF RIALTO COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA		APN: 132-031-09
	CHECKED BY: TF	PREPARED BY: LG	SHEET 1 OF 1

OWNER: Jason R. Oropeza

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

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PROJECT: Randall Avenue Widening Project
City Project No. 140809
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TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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RECITALS

A. Grantor owns certain vacant real property located on **135 West Randall Avenue, Rialto, CA 92376**, further identified by San Bernardino County Assessor Parcel No. **(0132-031-09)**, ("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.

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Jason R. Oropeza
276 Linda Vista Avenue
Pasadena, CA 91105

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

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[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

Jason R. Oropeza, a single man

By: _____

Jason R. Oropeza

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 California

County of San Bernardino

On November 8, 2017 before me, Vanessa M. Cotheran, Notary Public,
Date Name, Title of Officer

personally appeared Jason R. Oropeza

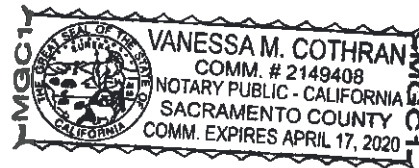
NAME(S) OF SIGNER(S)

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.

Vanessa M. Cotheran
Signature of Notary



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: 0132-031-09

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Containing 842 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 LS 5834

My Registration Expires 09-30-2018

11/13/2017
DATE

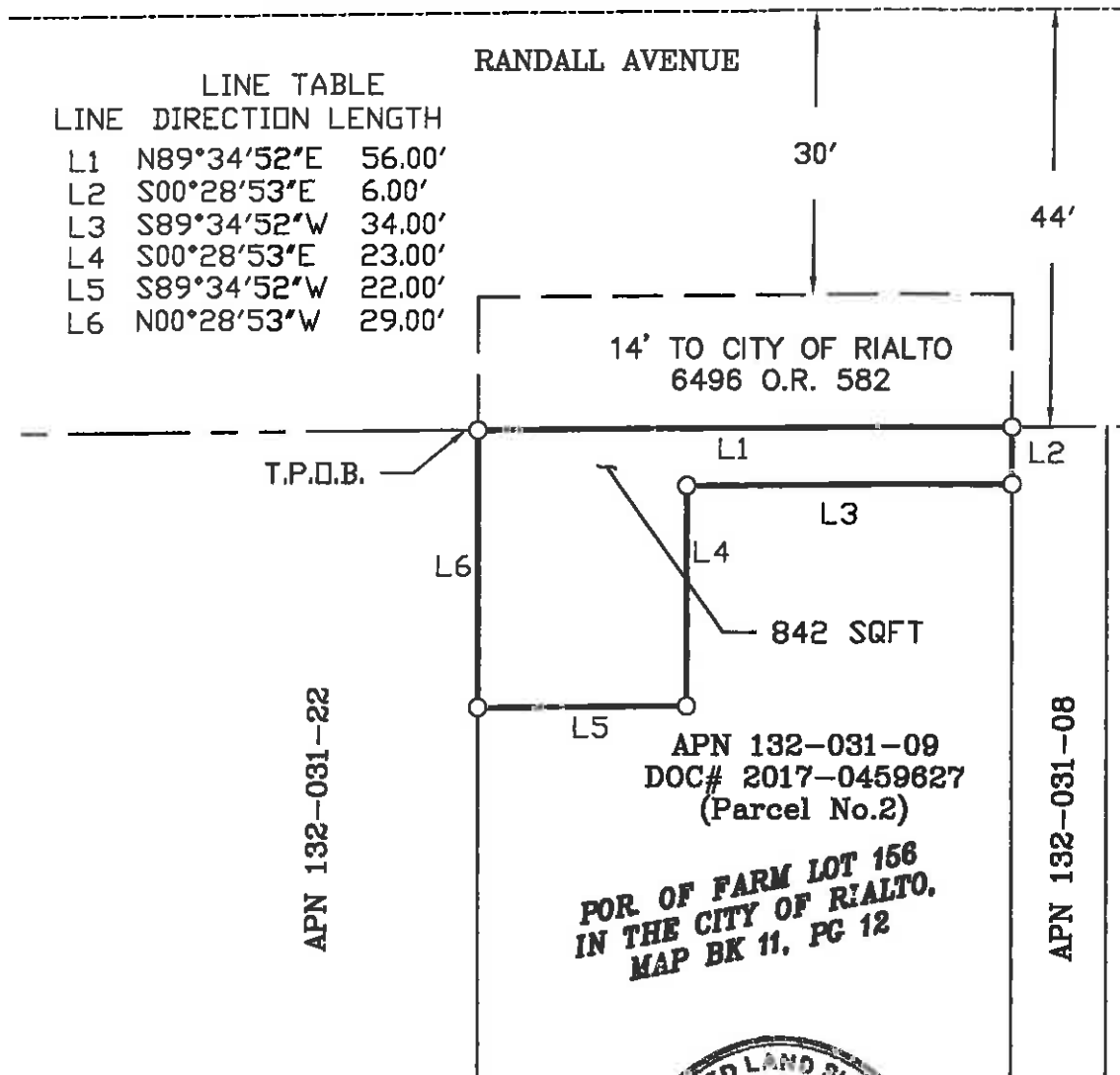


Exhibit "B"
Temporary Construction Easement Map

(SEE ATTACHED)

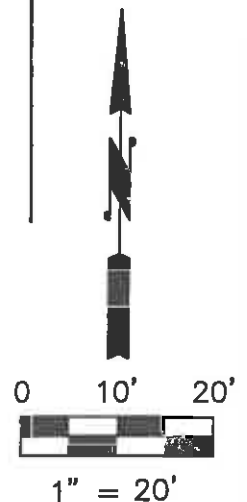
EXHIBIT "B"

Temporary Construction Easement



LEGEND

- ROAD CENTERLINE
- EXISTING RIGHT OF WAY
- 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: 11/13/2017
CITY OF RIALTO COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA		APN: 132-031-09
CHECKED BY: TF	PREPARED BY: LG	SHEET 1 OF 1

OWNER: Jason R. Oropeza

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: 0132-031-09

TEMPORARY CONSTRUCTION EASEMENT

For a valuable consideration receipt of which is hereby acknowledged, **Jason R. Oropeza, a single man ("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 January 1, 2020. 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 8 day of 11, 2017

GRANTOR:

Jason R. Oropeza, a single man

By: 

Jason R. Oropeza

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 California

County of San Bernardino

On November 8, 2017 before me, Vanessa M. Cotheran, Notary Public

Date

Name, Title of Officer

personally appeared Jason R. Orpeza

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

Witness my hand and official seal.

Vanessa M. Cotheran
Signature of Notary



ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE Title or Type of Document _____
MUST BE ATTACHED
TO THE DOCUMENT Number of Pages _____ DATE of DOCUMENT _____
DESCRIBED AT RIGHT:
Signer(s) Other Than Named Above _____

Exhibit "A"

LEGAL DESCRIPTION OF THE EASEMENT AREA

EXHIBIT "A"
CITY OF RIALTO
Temporary Construction Easement

APN: 0132-031-09

Legal Description:

That portion of farm Lot 156, Semi Tropic Land and Water Company, in the City of Rialto, County of San Bernardino, State of California, as per Plat recorded in Book 11 of Maps, Page 12, Records of said County and being a portion of that tract of land conveyed to Jason R. Oropeza as Parcel No.2, by GRANT DEED recorded November 6, 2017 as Document No. 2017-0459627, Official Records of said County, and being more particularly described by metes and bounds as follows;

Beginning at a point on the west line of Grantors property which is 44.00' southerly from, when measured at right angles to the centerline of Randall Avenue as said centerline is shown on said Map recorded in Book 11 of Maps, Page 12, Official Records of said County, said point being the True Point of Beginning;

Thence from said True Point of Beginning N89°34'52"E 56.00' to a point on the east line of Grantors property;

Thence S00°28'53"E 6.00' along the east line of grantors property to a point 50.00' southerly from, when measured at right angles to the centerline of Randall Avenue;

Thence S89°34'52"W 34.00' parallel with the centerline of Randall Avenue;

Thence S00°28'53"E 23.00' to a point 73.00' southerly from, when measured at right angles to the centerline of Randall Avenue;

Thence S89°34'52"W 22.00' parallel with the centerline of Randall Avenue to a point on the west line of Grantors property;

Thence N00°28'53"W 29.00' along said west line to the True Point of Beginning.

Containing 842 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 LS 5834

My Registration Expires 09-30-2018

11/13/2017
DATE

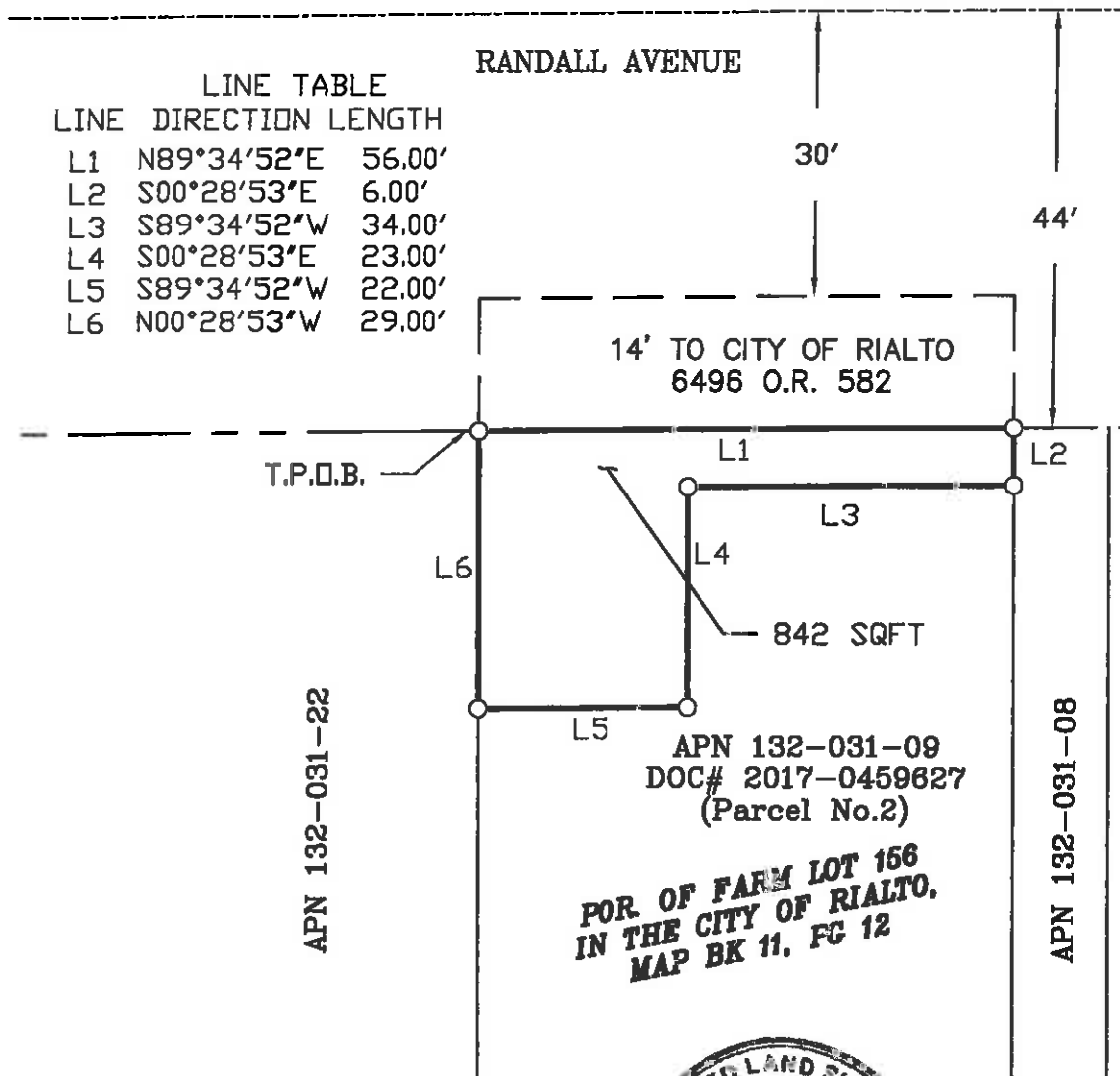


Exhibit "B"

DEPICTION OF THE EASEMENT AREA

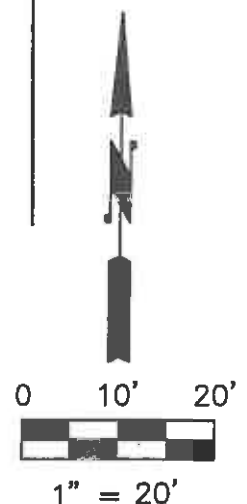
EXHIBIT "B"

Temporary Construction Easement



LEGEND

- ROAD CENTERLINE
- EXISTING RIGHT OF WAY
- 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

CITY OF RIALTO
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

DATE: 11/13/2017

APN: 132-031-09

CHECKED BY: TF

PREPARED BY: LG

SHEET 1 OF 1

OWNER: Jason R. Oropeza

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 JASON R. OROPEZA, A SINGLE MAN.

Dated _____

MICHAEL E. STORY, City Administrator

Notary

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



Carla Burchard
Escrow Officer

Stewart Title of California, Inc.
7676 Hazard Center Dr., Ste. 1400
San Diego, CA 92108
Phone (760) 602-4299
Fax (619) 923-2921
cburchard@stewart.com

November 09, 2017

Attn: Azzam Jabsheh, City Engineer
CITY OF RIALTO, a California municipal corporation
335 W. Rialto Avenue
Rialto, CA 92376

RE: Escrow No. : 01180-117784
Escrow Unit : 7004
Property Address : 135 West Randall Avenue, Rialto, CA 92376

Stewart Title of California, Inc. would like to take this opportunity to congratulate you on the purchase of your new property and introduce Carla Burchard, your Escrow Officer.

In order to expedite your transaction, please complete, sign, and return to our office the following:
(Copies are enclosed for your records)

Buyer's Estimated Closing Statement
Wiring Instructions
Escrow Instructions

Should you have any questions, do not hesitate to contact your Escrow Officer, Carla Burchard. We appreciate your business and will work towards seeing this transaction to a smooth completion.

Sincerely,
Stewart Title of California, Inc.


Carla Burchard
Escrow Officer

Estimated Buyer's Closing Statement

Stewart Title of California, Inc., Stewart Title of California, Inc.

7676 Hazard Center Drive, Ste. 1400, San Diego, CA 92108, (760) 602-9293

Buyer(s) CITY OF RIALTO, a California municipal corporation, 335 W. Rialto Avenue, Rialto, CA 92376
Seller(s) Jason R. Oropeza, 276 Linda Vista Ave, Pasadena, CA 91105, CA 94526

Lender(s)
Property 135 West Randall Avenue Rialto, California 92376

Closing Date 12/8/2017**Disbursement Date** 12/8/2017**Proration Date** 12/8/2017

	Debit	Credit
Sales/Price		
Contract/Temporary Construction Easement price	\$1,500.00	
Title Charges		
Settlement or closing fee to Stewart Title of California, Inc	\$1,100.00	
Owner's title insurance to Stewart Title of California, Inc.	\$400.00	
Owner's title policy limit \$1,500.00		
Tax Report fee to Stewart Title of California, Inc.	\$7.50	
Wire Processing Fee to Stewart Title of California, Inc	\$17.00	
Courier/Delivery Processing Fee to Stewart Title of California, Inc	\$30.00	
Additional Charges		
Refundable Escrow Pad to Stewart Title of California, Inc	\$150.00	
Subtotal:	\$3,204.50	\$0.00
Balance due from Buyer:		\$3,204.50
Totals:	\$3,204.50	\$3,204.50

Buyer(s):

CITY OF RIALTO, a California municipal corporation

By: _____

Print Name: _____

Title: _____

PLEASE SIGN & RETURN



Carla Burchard
Escrow Officer

Stewart Title of California, Inc.
7676 Hazard Center Dr., Ste. 1400
San Diego, CA 92108
Phone (760) 602-4299
Fax (619) 923-2921
cburchard@stewart.com

November 09, 2017

WIRE INSTRUCTIONS

We hereby request that our funds are wire transferred directly to our account. If you have any questions, regarding this matter, please call the number as referenced above.

We do not accept ACH Transfers, these funds will be returned and may cause a delay in closing.

****Be aware! Online banking fraud is on the rise. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your title and/or escrow officer immediately to verify the information prior to sending funds.****

Bank Name: **City National Bank**

Bank Address: **555 South Flower Street, 17th Floor, Los Angeles CA 90071**

ABA #: **122016066**

Account Name: **Stewart Title of California, Inc.**

Account Number: **555241283**

REFERENCE OUR FILE NUMBER: **01180-117784**

REFERENCE OUR BUYER/BORROWER NAME: **CITY OF RIALTO, a California municipal corporation**

REFERENCE OUR SELLER NAME: **Oropeza**



Carla Burchard
Escrow Officer

Stewart Title of California, Inc.
7676 Hazard Center Dr., Ste. 1400
San Diego, CA 92108
Phone (760) 602-4299
Fax (519) 923-2921
cburchard@stewart.com

To : **Stewart Title of California, Inc.**
Date : November 09, 2017
Escrow Officer : Carla Burchard
Escrow No. : 01180-117784
Property Address : 135 West Randall Avenue, Rialto, CA 92376

CONTRACT AGREEMENT ESCROW INSTRUCTIONS

Stewart Title of California, Inc.
IS LICENSED BY THE STATE OF CALIFORNIA UNDER THE DEPARTMENT OF INSURANCE LICENSE NO. 388

The undersigned has caused to be handed you a duly executed copy of that certain Purchase and Sale Agreement and Joint Escrow Instructions, hereinafter referred to as the "Agreement", between, Jason R. Oropeza as Seller and CITY OF RIALTO, a California municipal corporation as Buyer.

On or before, that date mutually agreed upon by Seller and Buyer, each party will hand you any instructions, documents and/or funds necessary on his or her behalf to enable you to comply with said "Agreement".

Said "Agreement" shall constitute escrow instructions which Stewart Title of California, Inc., as Escrow Holder, is instructed to use, along with any additional mutual instructions required to close this transaction. Escrow Holder is only to be concerned with the conditions and/or payments and/or documents commonly under the control of or made or delivered through an Escrow Holder.

The following are for clarification purpose only, and the parties hereto agree to be bound by same as far as the escrow is concerned. The intent of the following instructions is not to modify the agreement, only clarify Escrow Holder's duties.

Reports/Inspections: Please be aware that Stewart Title of California, Inc. does not order the natural hazard disclosure report, structural pest control report, septic/well inspections and/or reports, including the 9A or water compliance certification/water retrofit. Escrow Holder is relieved of all responsibility for ordering any City, County or State inspections and/or reports which may be required. If specifically instructed, Escrow Holder will pay for same if billings are submitted prior to the close of escrow (with the approval of the seller/buyer). Approvals of such reports and/or inspections shall be handled outside of escrow and Escrow Holder is hereby released of any and all liability in connection with same.

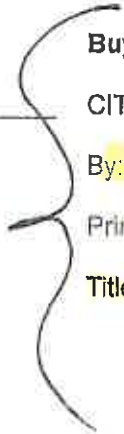
Escrow Holder is authorized and instructed to obtain beneficiary statements and/or demands on any matter of record required to place title in the condition called for pursuant to these instructions.

Escrow Holder is authorized and instructed to charge buyer and seller accounts, at the close of escrow, with their respective costs as provided for in the "Agreement" and as per their estimated closing statement to be approved prior to the close of escrow.

Each party signing these instructions has read, understands, and accepts the General Provisions attached hereto as Exhibit "1".

Seller(s):

Jason R. Oropeza



Buyer(s):

CITY OF RIALTO, a California municipal corporation

By: _____

Print Name: _____

Title: _____



EXHIBIT 1 GENERAL PROVISIONS

STEWART TITLE OF CALIFORNIA, INC. IS LICENSED BY THE STATE OF CALIFORNIA UNDER THE
DEPARTMENT OF INSURANCE LICENSE NO. 388

Deposit of Funds

Non-Interest Bearing Account

Unless the option in the following paragraph is chosen (and the additional fees described in that paragraph are paid), all funds received in this escrow shall be deposited with other escrow funds into Stewart Title of California, Inc.'s ("Escrow Holder") general escrow account. This is a non-interest bearing account with a financial institution selected by Escrow Holder. Escrow Holder may receive certain financial benefits from that financial institution because of the general escrow account and Escrow Holder's ongoing banking relationship with the financial institution. These benefits may include, without limitation, credits allowed by the financial institution on loans to, and earnings on, investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Escrow Holder does not have an obligation to account to you, in any manner, for the value of, or to compensate any party for, any benefit received by Escrow Holder from such relationship. Any such benefits shall be deemed additional compensation for Escrow Holder's services in connection with the escrow.

Interest Bearing Account

You, as parties signing the Escrow Instructions, have the opportunity to earn interest on the funds you deposit with Escrow Holder by instructing, pursuant to separate, signed, written instruction, Escrow Holder to deposit your funds in an interest bearing account (you do not, however, have an opportunity to earn interest on any funds deposited by a lender). If you elect to earn interest, there is an additional fee in the amount of \$50.00 for establishing and maintaining such an account. Depending upon the amount deposited and current interest rates, this fee may exceed the actual interest you earn.

Insurance on Deposited Funds

Funds deposited into escrow and/or with Escrow Holder's financial institution are insured only as provided by the Federal Deposit Insurance Corporation ("FDIC") for Escrow Holder's financial institution. Escrow Holder shall not be responsible for the loss of any monies over the FDIC insured limits regardless of the reason, e.g., bank closure or similar action.

Dishonored Checks

If any check submitted to Escrow Holder is dishonored, Escrow Holder is authorized to notify all parties to the escrow and their representatives. Escrow Holder may, in its sole discretion, charge a fee of \$25.00 per dishonored check.

Funds Remaining In Escrow

Escrow Holder may, in its sole discretion, charge and deduct from funds held, a monthly fee of \$25.00 for any funds deposited into escrow remaining more than 90 days after either the estimated close of escrow or the actual close of escrow.

Disbursement of Funds

Disbursements by Escrow Holder will be by wire or check. Unless otherwise instructed in a writing signed by the parties entitled thereto, checks will be issued jointly to the parties designated as payees.

California law regulates the disbursement of escrow funds by Escrow Holder. The law, known as the "Good Funds" law, requires that funds deposited into the Escrow Holder's account be available for withdraw before the Escrow Holder can disburse the funds. Wired funds are preferred and may be disbursed upon confirmed receipt by the Escrow Holder. Funds received by cashier's check or teller check drawn on a California bank may be disbursed on the business day following the day of deposit with confirmation of available funds. Funds received by other means may cause a delay in disbursement and closing the transaction. Escrow Holder is not responsible for interest or other charges incurred by the parties as a result of the Good Funds or similar laws. Escrow Holder is also not responsible for any wire delays caused by a financial institution or the Federal Reserve System.

Settlement Statements, Closing Disclosures, Pro-rations, Property Taxes and Supplemental Taxes

The parties authorize payment of all disbursements and charges as itemized on any settlement statements and the Closing Disclosures. The parties agree that any settlement statement or Closing Disclosure is subject to final adjustment and audit, and may be amended to reflect actual charges and adjustments incurred through the time of disbursement and closing. The parties understand that monetary errors and miscalculations may occur, e.g., miscalculation of numbers, translation of figures or improper credit or charge. The parties further acknowledge and agree that when a monetary error or miscalculation is discovered, the party from whom the money was due shall immediately pay into escrow such amounts as may be necessary.

Generally, all pro-rating is calculated as of the date of recording of documents and is based on a 30-day month and a 360-day year. Property taxes will be prorated on the latest available tax figures. The parties acknowledge that, in the event property taxes are recalculated by a taxing authority after the closing date (because of recent improvements constructed upon the Property or for any other reason), the parties will handle the matter outside of escrow and agree to hold Escrow Holder harmless from any and all loss or damages related to additional taxes due and owing. In addition, pursuant to section 75 of the California Revenue and Taxation Code, tax collectors and/or tax assessors may assess supplemental taxes and issue supplemental tax bills after closing, these supplemental tax bills shall be handled outside of escrow and parties agree to hold Escrow Holder harmless from any and all loss or damages related to any supplemental taxes due and owing.

Authorization to Complete, Correct, Record, and/or Furnish Document Copies

The parties authorize Escrow Holder to: (a) fill in the date of close of escrow (e.g., the date documents are recorded) and such other necessary dates on any documents related to this transaction; (b) correct any typing, scriveners' or other similar errors on any documents delivered into escrow related to this transaction; (c) record any document delivered into escrow related to this transaction, if necessary or proper for the issuance of policies of title insurance; (d) furnish copies from its file of settlement statements or closing disclosures to real estate agents, real estate brokers, mortgage brokers, lenders and loan servicers; (e) upon written request, provide copies of checks, settlement statements, closing disclosures and file ledgers to lenders and loan servicers; (f) provide Buyers and Sellers information and documents to Buyer's lender when requested by or as is required by the Buyer's lender to process the sale transaction; and (g) furnish copies of any documents from its file to parties entitled thereto (including lenders, real estate brokers, attorneys and others representing parties to the transaction).

Liens Against Property

Escrow Holder is authorized to order demands for, and pay at the close of escrow, any liens and encumbrances of record (e.g., deeds of trust, judgment liens, mechanic's liens, etc.) which must be satisfied and released in order to place title in the condition as called for in the file contracts. This authorization includes payment of penalties and late charges claimed by the lien holder as well as any interest through the date funds are to be received by the lien holder. In the event of a revolving or equity line of credit, Escrow Holder is authorized to request that the lender freeze the account upon receipt of the payoff demand and close the account upon payment of the balance due. Escrow Holder may provide the lienholder with a copy of these instructions as evidence of Escrow Holder's authority to make such a request or may have you sign the Suspension and Closure of Equity Line of Credit form which requires the lienholder to do same. Should a payment by Escrow Holder to a lien holder be rejected as insufficient, Escrow Holder is authorized to request that the payment, as well as any balance in an impound account, be applied towards the balance due the lien holder. In the event amounts paid to the lien holder are insufficient to obtain a release of the lien, the party responsible for payment of the lien: (a) authorizes Escrow Holder to use any of such party's funds in escrow to pay the shortfall; and/or (b) agrees to immediately pay the shortfall to the lien holder to secure the release. The party responsible for payment of the lien agrees to hold Escrow Holder harmless from any and all loss or damages related to payment in full of this lien.

Legal and Financial Advice

Escrow Holder is not authorized to practice law or provide financial advice. The parties acknowledge that Escrow Holder has provided no legal or financial advice regarding the transaction or the transaction-related documents. The parties acknowledge they have been advised that they should consult with an attorney of their choice before signing any transaction-related documents.

Modification of Instructions

No notice, demand or change of instructions shall have any effect unless given in writing and signed by all parties affected thereby. Any additional instructions given to Escrow Holder shall be presented in writing. The parties understand that when one party deposits into escrow a unilateral instruction, Escrow Holder may prepare for and present to all parties for approval and signature an instruction consistent with that instruction. The parties also understand that Escrow Holder may receive additional instructions from third parties whose cooperation and agreement are necessary for the completion of this transaction (e.g., lenders, grantors, etc.). The parties hereby authorize Escrow Holder to comply with third party instructions when necessary to complete the transaction.

Condition of the Property

Escrow Holder has no responsibility for the condition of the Property, its suitability for its intended use, or for its compliance with federal, state or local laws and ordinances (including, but not limited to, environmental regulations and subdivision ordinances).

Withdrawal of Escrow Holder

Escrow Holder may, at any time, in its sole discretion and for any reason, terminate its escrow relationship with the parties to the escrow and withdraw as Escrow Holder. Documents and funds (less costs incurred) will be returned to the depositing parties.

Cancellation of Escrow

Fees and Costs and Return of Documents Upon Cancellation

In the event this escrow is cancelled, Escrow Holder shall be entitled to: (a) pay from funds on deposit any fees and charges due Escrow Holder, including cancellation fees and any expenses incurred or authorized; and (b) if this is a sale escrow, return lender's papers and/or funds upon lender's demand.

Disputed Funds Upon Cancellation of Escrow

Escrow Holder's policy is to require mutual, signed cancellation instructions from all applicable parties prior to cancellation and/or release of escrowed funds. In the event:

- a. not all applicable parties to the escrow provide mutual, signed cancellation instructions to Escrow Holder; or
- b. a dispute arises involving a party to this escrow concerning the Property; or
- c. conflicting demands or claims are made with respect to escrow funds, the escrow generally or the rights of any of the parties,

Then Escrow Holder shall have the absolute right, in its sole discretion, to do any or all of the following:

1. withhold and stop all further proceedings in performance of this escrow; or
2. engage outside counsel and transfer the disputed funds for counsel's dispute resolution services or, alternatively, for counsel to file suit in interpleader and obtain an order from the court requiring the applicable parties to litigate their claims and rights. Escrow Holder is hereby authorized to first use the disputed funds to pay all attorneys' fees, filing fees, and other costs and expenses associated with the above described counsel engagement. Any agreement between the parties limiting or prohibiting an interpleader action is hereby superseded. Once counsel is engaged, Escrow Holder shall be immediately fully released and discharged from all obligations to further perform any and all duties or obligations imposed upon it in connection with this escrow.

Disputed Funds Held Upon Close of Escrow

Escrow Holder's policy is to require mutual, signed cancellation instructions from all applicable parties to release funds held upon close of escrow. In the event not all applicable parties provide mutual, signed instructions to Escrow Holder regarding disbursement Escrow Holder shall have the absolute right, in its sole discretion, to engage outside counsel and transfer the disputed funds for counsel's dispute resolution services or, alternatively, for counsel to file an interpleader action requiring the applicable parties to litigate their claims and rights. Escrow Holder is hereby authorized to first use the disputed funds to pay all attorneys' fees, filing fees, and other costs and expenses associated with the above described actions. Any agreement between the parties limiting or prohibiting an interpleader action is hereby superseded. Once counsel is engaged, Escrow Holder shall be immediately fully released and discharged from all obligations to further perform any and all duties or obligations imposed upon it in connection with this escrow.

State and Federal Notifications Regarding Transactions

1099 Reporting

Under Federal law, the Seller, when applicable, is required to complete a 1099-S Worksheet that will be utilized to generate a 1099 reporting statement to the Internal Revenue Service.

FIRPTA

Escrow Holder is released from and shall have no liability, obligations or responsibility with respect to: (a) withholding of funds pursuant to Section 1445 of the Internal Revenue Code of 1984, "Foreign Investors in Real Property Act" (FIRPTA), as amended; (b) advising of requirements of FIRPTA; (c) determining whether the seller is a foreign person, under such Section; or (d) obtaining a non-foreign affidavit or other exemption from withholding under such Section nor otherwise making any inquiry concerning compliance with such Section by any party to this transaction.

California Reporting Requirements

In accordance with Sections 18661-18677 of the California Revenue and Taxation Code, Escrow Holder hereby provides the following notice:

"In accordance with Section 18662 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to 3 1/3 percent of the sales price or the amount that is specified in a written certificate executed by the transferor in the case of a disposition of California real property interest by either:

1. A seller who is an individual, trust, or estate or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the seller, OR
2. A corporate or partnership seller that has no permanent place of business in California immediately after the transfer of title to the California real property.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500). However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a corporation or a partnership with a permanent place of business in California, OR
3. The seller, who is an individual, trust, estate, partnership, or a corporation without a permanent place of business in California executes a written certificate, under the penalty of perjury, of any of the following:
 - A. The California real property being conveyed is the seller's or decedent's principal residence, within the meaning of Section 121 of the Internal Revenue Code.
 - B. The last use of the property being conveyed was use by the transferor as the transferor's principal residence within the meaning of Section 121 of the Internal Revenue Code.
 - C. The California real property being conveyed is or will be exchanged for property of like kind, within the meaning of Section 1031 of the Internal Revenue Code, but only to the extent of the amount of gain not required to be recognized for California income tax purposes under Section 1031 of the Internal Revenue Code.

D. The California real property has been compulsorily or involuntarily converted, within the meaning of Section 1033 of the Internal Revenue Code, and that the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under Section 1033 of the Internal Revenue Code.

E. The California real property transaction will result in a loss or a net gain not required to be recognized for California income tax purposes.

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement."

Retention of Records

Buyer and Seller acknowledge that Escrow Holder does not generally retain original documents deposited into escrow but rather maintains electronic files for a period of five (5) years. Buyer and Seller also understand and authorize Escrow Holder to destroy these instructions and all documents related to and records of this escrow at any time after five (5) years from the date of close of escrow or the cancellation of this transaction.

Title Insurance

Notwithstanding the provisions of any agreement between the parties, in the event the title insurance policy requested is unavailable or does not meet the underwriting standards of the title insurer, Buyer instructs Escrow Holder to cause to be issued the CLTA Standard Coverage Policy or ALTA Owners Policy with Western Regional exceptions.

Disclosure to Escrow Holder

The parties acknowledge their duty to fully disclose to Escrow Holder any and all matters which affect the transfer of the Property and the condition of title to the Property including, but not limited to, water stock, owners association or maintenance dues, contractual obligations not automatically terminated upon sale, notes, deeds of trust and vendors liens.

Limitation on Duty to Inform

Escrow Holder shall have no responsibility for notifying the parties of any sale, resale, loan, exchange or other transaction involving the Property or of the profit realized by any person, firm or corporation in connection therewith, regardless of the fact that such transaction(s) may be handled concurrently by Escrow Holder in this escrow or in another escrow.

Change In Ownership Form

All parties understand and acknowledge that a "Preliminary Change in Ownership Form" (PCOR) is to be filed with the office of the County Assessor upon recordation of all transfer documents involving real property. As an accommodation only, Escrow Holder shall provide the PCOR to the Buyer for completion. In the event the completed form is deposited into escrow prior to close, Escrow Holder shall deliver the form to the County Assessor concurrently with recordation of the documents being recorded in this transaction. Escrow Holder shall have no liability for the accuracy, delivery, receipt or completeness of the form. The County may assess significant penalties and fines for failing to file the form, a delay in filing the form, or for filing a form with inaccurate or incomplete information; parties agree that Escrow Holder shall not be liable for such penalties and fines. Any questions related to the PCOR should be directed to the County Assessor for the specific County where the Property is located.

Miscellaneous Provisions

Counterpart Signatures

These instructions may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and said counterparts together shall constitute one and the same instrument.

Successors and Assigns

All terms of these general provisions and escrow instructions shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective legal representatives, successors and assigns.

Interpretation

Captions are inserted for convenience of reference only and do not define, describe or limit the scope of the intent of these instructions. Whenever the context so requires the masculine gender includes the feminine and neuter, and the singular number includes the plural.

Survival

In the event any term, covenant, condition, provision or agreement herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement herein contained.

Facsimiles, Electronic Mail and Electronic Signatures

Documents and instructions may be signed and/or transmitted via facsimile (fax), electronic mail (e-mail) and/or an electronic document signing system. In the event the parties or their representatives utilize any of these methods to sign or transmit documents or instructions, Escrow Holder may use, rely and act upon such documents and instructions in the same manner as if original signed documents or instructions were in the possession of Escrow Holder.

Rev. 09/16