

**AGREEMENT**  
**FOR CONVEYANCE OF PROPERTY**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between **SP ASSETS, LLC, A CALIFORNIA LIMITED LIABILITY CORPORATION** ("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 **South Side of San Bernardino Avenue, East of Lilac Avenue** Rialto, California, 92376, further identified by San Bernardino County Assessor Parcel No. **(0254-021-34)**, (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", easements 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 Rialto Escrow Company (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 as follows:

2.1.1 For Right of Way Acquisition, **Twenty-One Thousand, One Hundred Fifty-six Dollars, exactly (\$21,156.00);**

2.1.2 For Temporary Construction Easement Rents, **Five Thousand, Eight Hundred Dollars, exactly (\$5,800.00);**

2.1.3 For miscellaneous expenses of the Grantor, **Five Thousand Dollars, exactly (\$5,000.00).**

Total price paid to Grantor of **Thirty-one Thousand Nine Hundred Fifty-six Dollars, exactly (\$31,956.00)**, (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 of Right-of-Way Easement 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 Easement Area by the Grantee, including the right to remove and dispose of improvements, shall commence on January 30, 2016 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. 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) 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.

(f) 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 of Right-of-Way Easement.

These representations and warranties shall survive the Close of Escrow.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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:	SP ASSETS, LLC, A CALIFORNIA LIMITED LIABILITY CORPORATION 8628 Hillside Road Alta Loma, CA 91701
Grantee:	City of Rialto 335 W. Rialto Avenue Rialto, CA 92376 Attn: Mike Story City Administrator
Escrow Holder	Rialto Escrow Company 141 West Rialto Avenue Rialto, CA 92376

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 Riverside 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 of Right-of-Way Easement 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**

**SP ASSETS, LLC, A CALIFORNIA LIMITED LIABILITY CORPORATION**

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

By: \_\_\_\_\_  
Signature (notarized)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(This Agreement must be signed in the above space by one who can show they have authority to bind the Grantor for purposes of this Agreement.)

State of \_\_\_\_\_)  
County of \_\_\_\_\_)ss

On \_\_\_\_\_  
before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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 of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature:

Notary Seal:

By: \_\_\_\_\_  
Signature (notarized)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(This Agreement must be signed in the above space by one who can show they have authority to bind the Grantor for purposes of this Agreement.)

State of \_\_\_\_\_)  
County of \_\_\_\_\_)ss

On \_\_\_\_\_  
before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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 of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature:

Notary 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"

All that portion of the west ½ of LOT 189, SEMI-TROPIC LAND AND WATER COMPANY, in the City of Rialto, County of San Bernardino, State of California, as recorded in Book 11, Page 12 in the office of the County Recorder of said County, and being a portion of that tract of land conveyed to DEBT COMMERCIAL PROPERTIES, LLC by that certain TRUSTEE'S DEED UPON SALE recorded August 11, 2014, as Document # 2014-0290691, Official Records, County of San Bernardino, and being more particularly described as follows:

Beginning at a the intersection of the south right of way line of San Bernardino Avenue with the northeasterly line of that tract of land conveyed to SAN BERNARDINO FLOOD CONTROL DISTRICT by that certain Grant Deed recorded August 18, 1981 as Document # 81-182624, said point being the True Point of Beginning;

Thence from said True Point of Beginning, N89°33'29"E 557.20' along said south right of way line of San Bernardino Avenue to a point on the east line of grantors property;

Thence S00°29'21"E 3.17' along said east line to a point which is 33.17' distant southerly from, when measured at right angles to the centerline of San Bernardino Avenue;

Thence S89°33'29"W 556.28' along a line parallel with the centerline of said San Bernardino Avenue to a point on the northeasterly line of that tract of land conveyed to SAN BERNARDINO FLOOD CONTROL DISTRICT by that certain Grant Deed recorded August 18, 1981 as Document # 81-182624;

Thence N16°39'58"W 3.30' along said northeasterly line to the True Point of Beginning.

Containing 1,763 square feet or 0.0405 acres more or less.

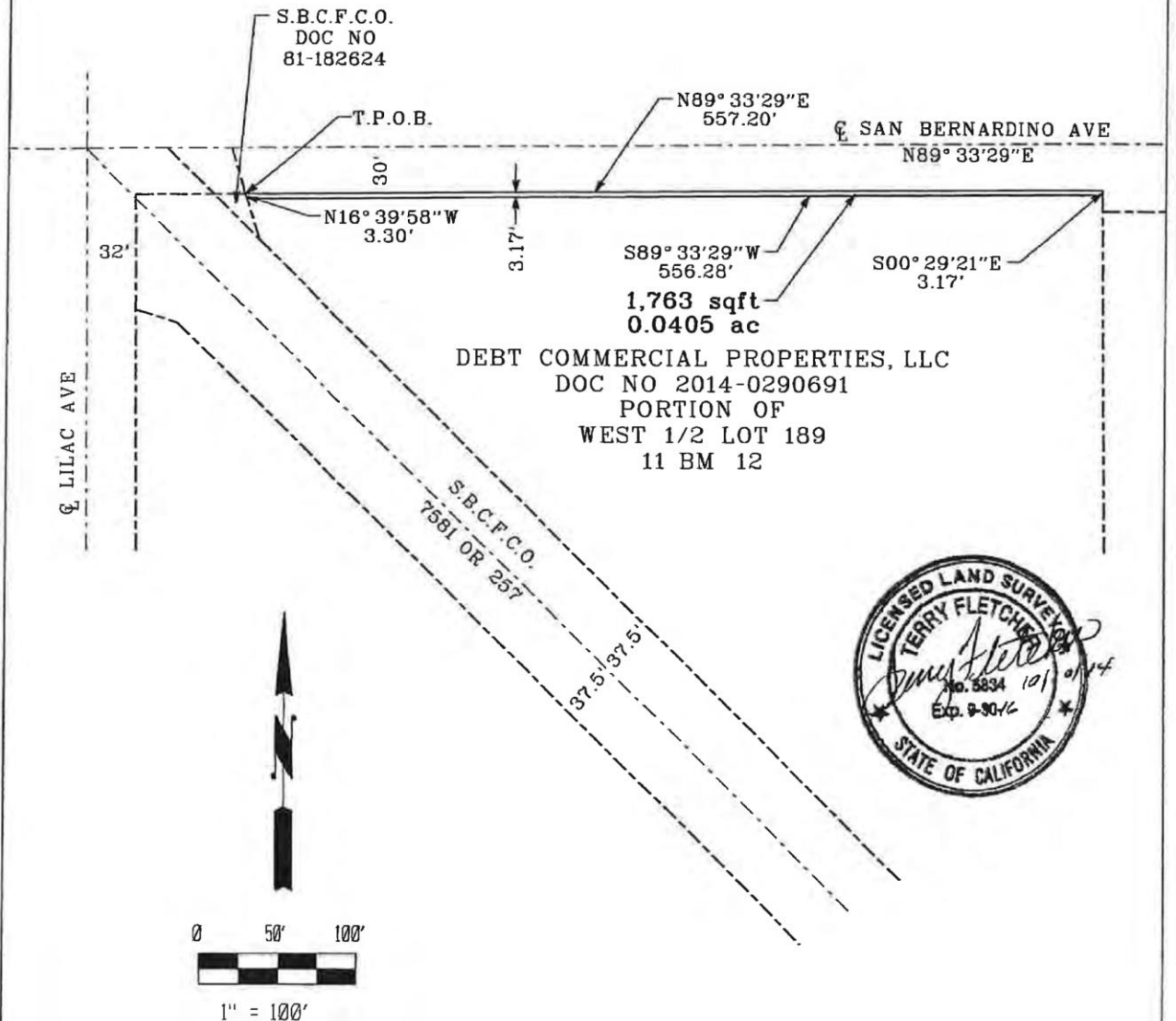
Bearings used herein are based on the California State Plane Coordinate System, CCS83, Zone 5. All distances are ground distances.



2017 APN 254-021-34-RW

# EXHIBIT "B"

## RIGHT OF WAY



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

CITY OF RIALTO

DATE: 10/07/14

COUNTY OF SAN BERNARDINO  
STATE OF CALIFORNIA

APN: 254-021-34

CHECKED BY: TF

PREPARED BY: DS

DE NO. 2017 (90)

SHEET 1 OF 1

OWNER: DEBT COMMERCIAL PROPERTIES, LLC

**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 R-14-26  
APN 0254-021-34

NO DOCUMENTARY STAMPS NEEDED

**GRANT OF RIGHT-OF-WAY EASEMENT**

For a valuable consideration, receipt of which is hereby acknowledged, **SP ASSETS, LLC, A CALIFORNIA LIMITED LIABILITY CORPORATION**, GRANTOR, hereby grants to the **City of Rialto, a municipal corporation**, GRANTEE, an easement and 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.

By: \_\_\_\_\_ Date \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

Its: \_\_\_\_\_