

AGREEMENT FOR PURCHASE AND SALE OF AN EASEMENT

This agreement for purchase and sale of an easement ("Agreement") is made and entered into this 20th day of May, 2014 ("Effective Date") by and between Redlands 7/11 Associates, a California General Partnership ("Grantor") and the City of Redlands, a municipal corporation ("Grantee"). Grantor and Grantee are each sometimes individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. Grantor owns certain real property located at 1601 and 1615 W. Redland Boulevard, Redlands, California, bearing County of San Bernardino Assessor's Parcel No. 0292-157-05,06, and 31 (the "Property").

B. Grantee desires to purchase a permanent easement in a portion of the Property and Grantor desires to sell and convey an easement in a portion of the Property as described in Exhibits "A" and depicted in Exhibits "B," both of which are attached hereto (the "Easement").

C. The Parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Easement.

D. The lis pendens will be withdrawn upon dismissal with prejudice of the eminent domain action which will occur within 15 days after Grantor delivers signed settlement documents to the Grantee.

In consideration of the mutual promises contained herein, the Parties agree as follows:

AGREEMENT

1. PURCHASE

Grantee shall buy and Grantor shall sell and convey the Easement, for the purchase price and upon the terms and conditions hereinafter set forth.

2. ESCROW

Within ten (10) days of the Effective Date of this Agreement, Grantee shall open an escrow (the "Escrow") at a mutually acceptable office of Commonwealth Land Title Company (the "Escrow Holder") for the purpose of consummating the purchase and sale of the Easement. The Parties shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder 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 Easement shall be the sum of One-Hundred Eighty Seven Thousand Four Hundred Thirty Five Dollars (\$187,435.00) (the "Purchase Price"), which shall be paid by Grantee to Grantor through Escrow Holder in cash at Close of Escrow.

2.2 Close of Escrow.

Escrow shall close on or before thirty (30) days following the Effective Date of this Agreement (the "Close of Escrow"). If the Escrow is not in a condition to close by the Close of Escrow, any Party who is not then in default may, in writing, demand the return of its money and/or documents. Thereupon, subject to the provisions of Section 3 hereof, all obligations and liabilities of the Parties under this Agreement shall cease and terminate. If no such demand is made, the City Manager of Grantee may, by written instrument to Escrow, authorize an extension of the Escrow. Escrow shall be closed as soon as possible.

2.3 Condition of Title to the Easement.

Grantor shall convey title to the Easement 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 Easement only matters approved in writing by Grantee. Any exceptions to title representing monetary liens or encumbrances (other than for current installments of taxes and assessments) 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 and as approved by Grantor, of any such monetary exceptions to Grantee's title to the Easement at or prior to the Close of Escrow.

2.4 Escrow and Closing Costs.

Grantee shall pay the cost of the Title Policy, 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.

2.5 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 Grantee determines, in its sole discretion, are required to ascertain the suitability of the Easement for Grantee's intended use. If Grantee determines that the Easement is not suitable for its intended use, Grantee may terminate this Agreement as provided in Section 2.2 hereof. Grantor hereby grants to Grantee, and Grantee's employees, representatives, agents and independent contractors, a license to enter the Easement for purposes of conducting such investigations, inspections, surveys and tests. Grantee hereby indemnifies, defends and holds Grantor harmless from and

against any and all loss, cost, damage, expense or liability (including attorneys' fees) arising out of the inspection, investigation, surveying and/or testing activities on or about the Property by Grantee or Grantee's employees, representatives, agents and independent contractors. As a condition to any independent contract of entering onto the Property, Grantor must provide Grantee with evidence of such contractor's public liability insurance coverage with minimum limits of \$1,000,000 that names Grantor as an additional insured. 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.

2.6 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 Easement Deed conveying the Easement, 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.

2.7 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 it.

2.8 Grantor's Conditions Precedent to the 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.

2.9 Grantee's Obligation to Complete Construction of Improvements Pursuant to the Construction Plans Attached as Exhibit "D."

Grantee represents that it will complete the construction of improvements on Redlands Boulevard at and within 100 feet of the intersection of Alabama Street in the City of Redlands and in accordance with the construction plans dated submitted to the Grantor within 12 months after the Grantor delivers signed settlement documents to Grantee. A Copy of the

construction plans are attached as Exhibit "D".

3. POSSESSION OF EASEMENT

Grantee may take possession of the Easement and begin construction of the works of improvement thereon as of the Close of Escrow.

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, subject to the exceptions of record approved or deemed approved hereunder by Grantee, and has full power and authority to own and sell and convey the Easement over, under and/or through the Property to Grantee and to enter into and perform 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 a Party, or by which Grantor is bound;

C. Grantor shall 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 actual 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 Easement is assessed separately, Grantor shall also keep current year by year, all taxes, assessments, penalties and interest levied and assessed against the Easement and the larger Property of which it is a part.

Any of the forgoing representations or warranties made "to Grantor's actual knowledge" means to the present, actual knowledge of the named individuals comprising Grantor, without any duty of inquiry or investigation, and without the imputation of knowledge of any other person to any of the parties comprising Seller. 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 Easement 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 Easement is conveyed, or, at Grantee's option, pay to Grantor the market value of such improvements, provided that this Section shall not be construed to require Grantee to pay for the use for which the Easement is intended.

B. Grantee shall save 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 Easement is conveyed.

C. Grantee shall defend 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 arising from or relating to the ownership or use of the Easement by Grantee, and its employees, agents, representatives, invitees, contractors.

These obligations of Grantee under this paragraph shall survive the Close of Escrow.

6. ACKNOWLEDGEMENT OF FULL BENEFITS AND RELEASE.

A. By execution of this Agreement, Grantor, on behalf of itself and its respective successors and assigns, hereby acknowledges that this Agreement provides full payment for the acquisition of the Easement 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 pre-condemnation conduct, or any other compensation or benefits, other than as already expressly provided for in this Agreement, it being understood that this is a complete and full settlement of all acquisition claims, liabilities or benefits of any type or nature whatsoever relating to or in connection with Grantee's acquisition of the Easement.

B. This Agreement arose out of Grantee's efforts to acquire the Easement 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 Easement or of the Property or of liability by any Party to this Agreement.

C. Grantor expressly waives the rights afforded to Grantor under Civil Code section 1542 which provides that:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

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. **EXCHANGE.**

The Parties to this Agreement acknowledge that either party may desire to structure the sale and/or the purchase of the Easement as an exchange for like-kind property pursuant to Section 1031 of the Internal Revenue Code 1986, as amended, in order to defer recognition of income from the disposition of the Easement and other properties. The parties agree to reasonably cooperate with each other to accomplish such exchange(s) and each party hereby agrees that any and all costs associated with said exchange shall be borne solely by the exchanging party and shall in no way be attributable to the non-exchanging party. In no event shall the non-exchanging party be required to take title to the exchanged property(ies) to effectuate the tax deferred exchange contemplated by this Section.

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: Redlands 7/11 Associates, a California General Partnership
Carlton Browne
Carlton Browne and Company, Inc
760 W. Sixteenth Street, Suite A
Costa Mesa, CA 92627

Grantee: City of Redlands
Attn: Chris Diggs
Deputy MUED Director
PO Box 3005
Redlands, Ca 92373

Any Party hereto may, from time to time, by written notice to the other Party, 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 certified shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other documents in the United States mail.

B. Time of Essence. Time is 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 and construed in accordance with 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 representative, estates, heirs and legates of the Parties.

F. Attorneys' Fees. If any action, arbitration or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of any alleged dispute, breach, default or misinterpretation in connection with the Agreement, the successful or prevailing Party shall be entitled to recover actual attorneys' fees and other costs it incurs in that action or proceeding, in addition to any other relief to which it may be entitled, including fees for any in-house counsel of the Parties.

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

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

I. No Admissions. This Agreement is a compromise and settlement of outstanding claims between the Parties relating to Grantee's acquisition of the Easement 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 the Agreement.

J. No Merger. All representations, warranties, acknowledgements, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the permanent easement.

K. 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 the 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.

L. 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.

EXECUTED on the date or dates set forth below.

Grantor:

Redlands 7/11 Associates, a California
General Partnership

Dated: 4/29/14

By: [Signature]

Dated: 4/29/14

By: [Signature]

Grantee:

City of Redlands

Dated: 5/20/14

By: [Signature]
Pete Aguilar, Mayor

Attest:

[Signature]
City Clerk

RECORDING REQUESTED BY
Commonwealth Land Title
AND WHEN RECORDED MAIL DOCUMENT AND
TAX STATEMENT TO:

NAME **City Clerk's Office**
City of Redlands
STREET
ADDRESS **P.O. BOX 3005**
CITY, STATE & ZIP CODE **Redlands CA**
92373

Electronically Recorded in Official Records, County of San Bernardino

7/21/2014
10:31 AM
ECG



DENNIS DRAEGER
ASSESSOR - RECORDER - CLERK
803 Lawyers Title Co/Commonwealth

Doc #: **2014-0262604**



Titles:	1	Pages:	10
Fees			.00
Taxes			.00
Other			.00
PAID			.00

SPACE ABOVE FOR RECORDER'S USE ONLY

Grant Of Roadway Easement
Title of Document

**THIS AREA FOR
RECORDER'S
USE ONLY**



THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

MAIL TAX STATEMENT TO
RETURN ADDRESS ABOVE

RECORDING REQUESTED BY

Commonwealth Land Title

AND WHEN RECORDED MAIL DOCUMENT AND
TAX STATEMENT TO:

NAME

City Clerk's Office
City of Redlands

STREET

ADDRESS P.O. BOX 3005

CITY, STATE &
ZIP CODE

Redlands CA
92373

SPACE ABOVE FOR RECORDER'S USE ONLY

Grant Of Roadway Easement

Title of Document

**THIS AREA FOR
RECORDER'S
USE ONLY**

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

MAIL TAX STATEMENT TO
RETURN ADDRESS ABOVE

Commonwealth Land Title Company

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Mail tax statements

CITY CLERK'S OFFICE
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373

802272910

[Space above line for Recorder's use only]

[Exempt from recording fee per Gov. Code § 6103]

[Exempt from Documentary Transfer Tax per Rev. & Tax. Code § 11922]

[Note: Tax Statement Mailing Do Not Change]

APN: 0292-157-31

GRANT OF ROADWAY EASEMENT

This Grant of Roadway Easement is entered into by and between Redlands 7/11 Associates, a California General partnership and the City of Redlands, a Municipal Corporation (herein "City") duly organized in accordance with the laws of the State of California.

For a valuable consideration, the receipt of which is hereby acknowledged, Redlands 7/11 Associates, a California General partnership hereby grants to City an irrevocable roadway easement over that certain real property ("Easement Area") described on Exhibit "A" and shown on Exhibit "B" attached hereto, for the following purposes:

- A. Right-of way at any time, or from time to time, to construct, maintain, operate, replace, and renew the roadway described on Exhibit "A" and shown on Exhibit "B", and appurtenant structures in, upon and across said Easement Area or any part thereof; and
- B. Ingress and egress over the Easement Area for vehicular or pedestrian traffic.

Executed on 7/11, 2014

Redlands 7/11 Associates, a California General partnership

By: [Signature]
John M. Thompson - General Partner

Also known as
John Michael Thompson

By: [Signature]
Richard Browne - General Partner

Also known as
Richard Carlton Browne

MAIL TAX STATEMENT TO
RETURN ADDRESS ABOVE

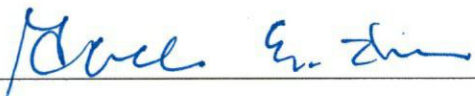
ACKNOWLEDGEMENT

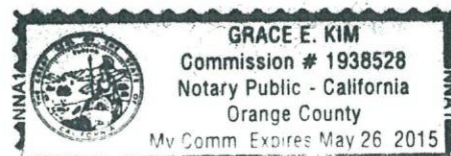
STATE OF CALIFORNIA)
) ss.
COUNTY OF orange)

On July 11, 2014, before me, Grace E. Kim, a Notary Public, personally appeared Richard Carlton Browne, 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)



See attached ack

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On 7/11/14 before me, Grace E. Kim, Notary Public,
(Here insert name and title of the officer)

personally appeared Richard Carlton Browne

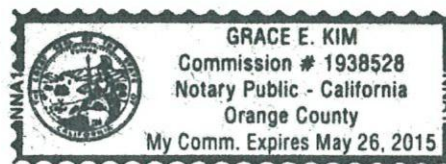
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Grace E. Kim
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

See attached
ack

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

ACKNOWLEDGEMENT

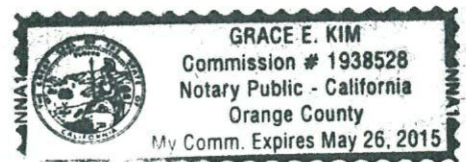
STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On July 11, 2014, before me, Grace E. Kim., a Notary Public, personally appeared John Michael Thompson 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 Grace E. Kim (Seal)



SEE attached ack

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On July 11, 2014 before me, Grace E. Kim, Notary Public,
(Here insert name and title of the officer)

personally appeared John Michael Thompson

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.

Grace E. Kim
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

NOTARY SEAL

Under the provisions of Government Code 27361.1, I certify under the penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

Name of Notary: GRACE E. KIM

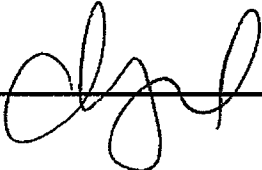
Commission #: 1938528

Date Commission Expires: MAY 26, 2015

County where Bond is filed Orange

PLACE OF EXECUTION: SAN BERNARDINO

DATE: 7/19/14

SIGNATURE: 

D.AVILES



FORM OF CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Right of Way Easement dated April 29, 2014, by Redlands 7/11 Associates, a California General partnership, is hereby accepted by the undersigned officer or agent on behalf of the City Council of the City of Redlands pursuant to the authority conferred by Resolution No. 6756 of the City Council of the City of Redlands adopted on September 3, 2008, and the grantee consents to recordation thereof by its duly authorized officer.

DATED: 7/16, 2014

BY:

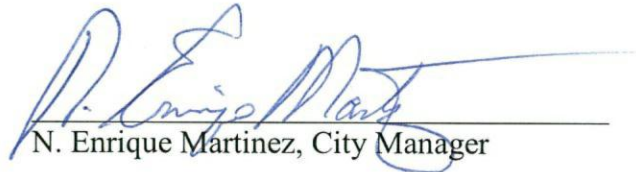

N. Enrique Martinez, City Manager

EXHIBIT "A"
Legal Description

Roadway Easement
APN 0292-157-31

The northerly 10.00 feet of that portion of the Northeast quarter of Block 12, Barton Ranch, in the City of Redlands, County of San Bernardino, State of California, per map recorded in Book 6, Page 19 of Maps in the office of the County Recorder of said County, described in a Grant Deed to Redlands 7/11 Associates recorded December 10, 1998 as Instrument No. 1998-0524936 of Official Records in the office of the County Recorder of said county.

The above-described parcel of land contains approximately 1,320 square feet.

As more particularly shown on Exhibit "B" attached hereto and made a part hereof.

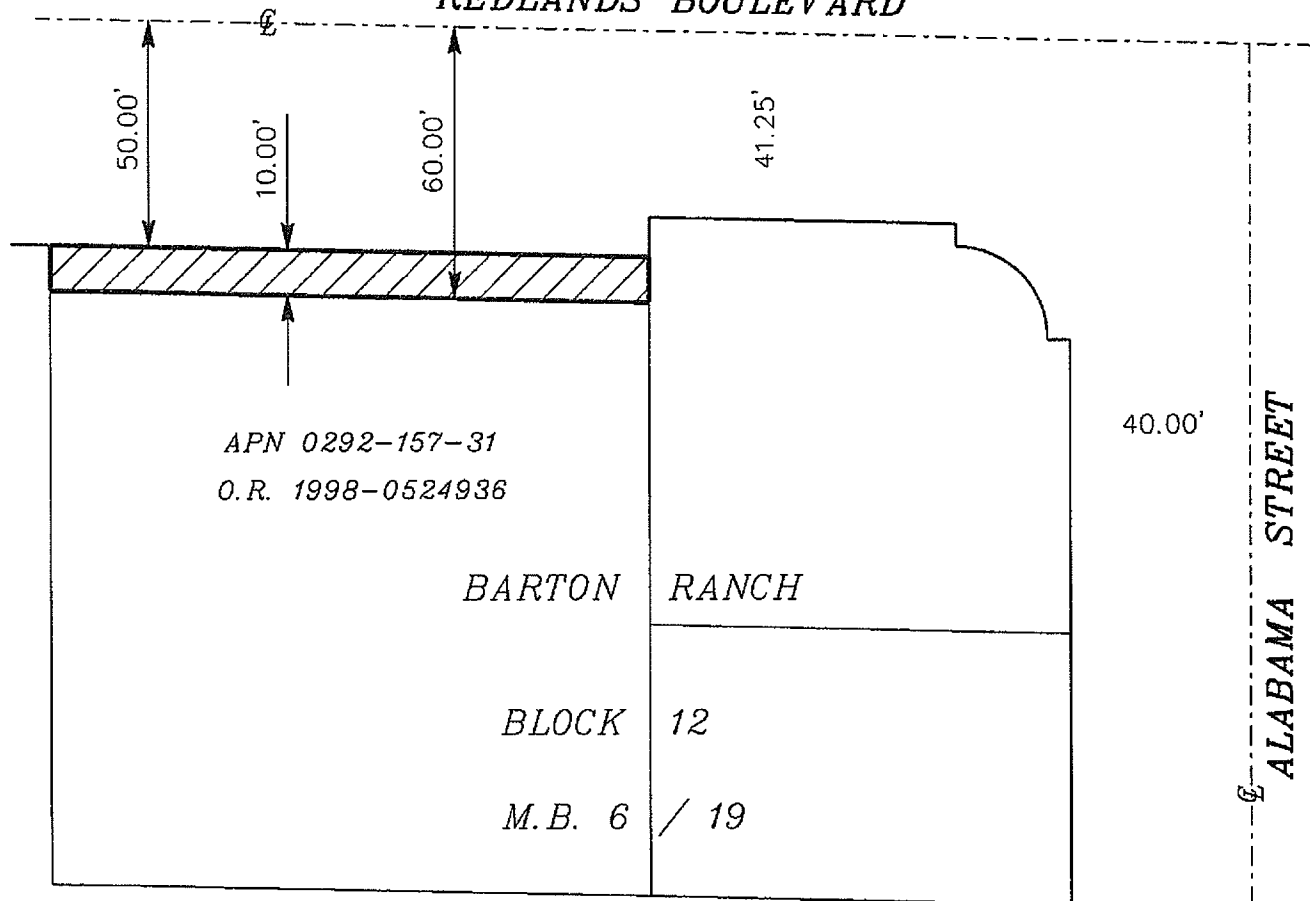
This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyor's Act.

Teri Kahlen 6/3/13
Teri Kahlen, PLS 8746 Date





REDLANDS BOULEVARD



PARCEL MAP NO. 2863

P.M.B. 30/68-69

PARCEL 1



INDICATES ROADWAY EASEMENT TO BE ACQUIRED
AREA = 1,320 SF

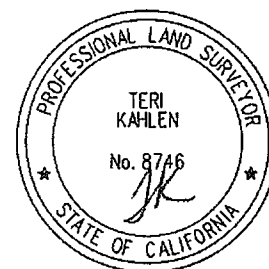


EXHIBIT "B"

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

REDLANDS BLVD. AND
ALABAMA ST. IMP PROJECT
APN 0292-157-31
CITY OF REDLANDS
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET: 1 OF 1
DATE: 6/3/13
DRAWN BY: TLK
SCALE: 1"=40'

RECORDING REQUESTED BY
Commonwealth Title
AND WHEN RECORDED MAIL DOCUMENT AND
TAX STATEMENT TO:

NAME **city clerk's office**

STREET ADDRESS **P.O BOX 3005**

CITY, STATE & ZIP CODE **Redlands CA 92373**

Electronically Recorded in Official Records, County of San Bernardino

7/21/2014
10:31 AM
ECG



DENNIS DRAEGER
ASSESSOR - RECORDER - CLERK
803 Lawyers Title Co/Commonwealth

Doc #: **2014-0262605**



Titles:	1	Pages:	9
Fees			.00
Taxes			.00
Other			.00
PAID			.00

SPACE ABOVE FOR RECORDER'S USE ONLY

Grant of Roadway Easement
Title of Document

**THIS AREA FOR
RECORDER'S
USE ONLY**



THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

MAIL TAX STATEMENT TO
RETURN ADDRESS ABOVE

RECORDING REQUESTED BY
Commonwealth Title

AND WHEN RECORDED MAIL DOCUMENT AND
TAX STATEMENT TO:

NAME *city clerk's office*

STREET ADDRESS *P.O BOX 3005*

CITY, STATE & ZIP CODE *Pedlands CA 92373*

SPACE ABOVE FOR RECORDER'S USE ONLY

Grant of Roadway Easement

Title of Document

**THIS AREA FOR
RECORDER'S
USE ONLY**

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

MAIL TAX STATEMENT TO
RETURN ADDRESS ABOVE

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
Mail tax statement
CITY CLERK'S OFFICE
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373

7022729-10

[Space above line for Recorder's use only]
[Exempt from recording fee per to Gov. Code § 6103]
[Exempt from Documentary Transfer Tax per Rev. & Tax. Code §11922]
[Note: Tax Statement Mailing Do Not Change]

APN: 0292-157-05 & 0292-157-06

GRANT OF ROADWAY EASEMENT

This Grant of Roadway Easement is entered into by and between Redlands 7/11 Associates, a California General partnership and the City of Redlands, a Municipal Corporation (herein "City") duly organized in accordance with the laws of the State of California.

For a valuable consideration, the receipt of which is hereby acknowledged, Redlands 7/11 Associates, a California General partnership hereby grants to City an irrevocable roadway easement over that certain real property ("Easement Area") described on Exhibit "A" and shown on Exhibit "B" attached hereto, for the following purposes:

- A. Right-of way at any time, or from time to time, to construct, maintain, operate, replace, and renew the roadway described on Exhibit "A" and shown on Exhibit "B", and appurtenant structures in, upon and across said Easement Area or any part thereof; and
- B. Ingress and egress over the Easement Area for vehicular or pedestrian traffic.

Executed on 4/29, 2014

Redlands 7/11 Associates, a California General partnership

By: [Signature]
John M THOMPSON, GENERAL PARTNER
Print name AKA John michael Thompson

By: [Signature]

ACKNOWLEDGEMENT

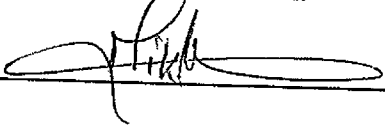
STATE OF CALIFORNIA)

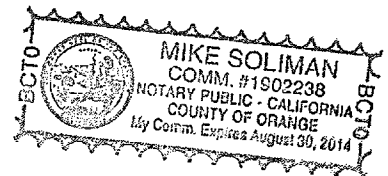
COUNTY OF Orange) ss.

On April 29, 2014, before me, Mike Soliman, a Notary Public, personally appeared Richard Carlton Brown 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)



See attached
acknowledgment

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

NAME OF THE NOTARY: Mike Soliman

COMMISSION NUMBER: 1902238

COUNTY WHERE BOND IS FILED: Orange

COMMISSION EXPIRATION DATE: Aug 30, 2014

I certify under penalty of perjury and the laws of the State of California that the illegible portion of this document to which this statement is attached reads as follows:

Orange
Mike Soliman
Richard Carlton Brown

State of California)
County of _____

On _____ before me, _____ a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/theirs 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)

PLACE OF EXECUTION: San Bernardino DATE: 7.11.14

SIGNATURE _____

V. De La Rosa, DPS Agent

D. Aviles



ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

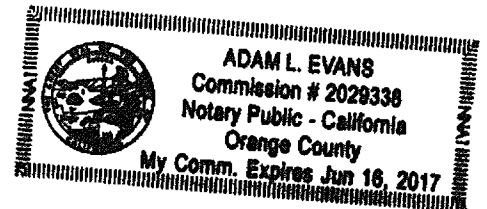
COUNTY OF ORANGE) ss.
)

On April 29th, 2014, before me, Adam L Evans, a Notary Public, personally appeared John Michael Thompson, 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)



NOTARY SEAL

Under the provisions of Government Code 27361.1, I certify under the penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

Name of Notary: Adam L. Evans

Commission #: 2029338

Date Commission Expires: Jun 16, 2017

County where Bond is filed Orange

PLACE OF EXECUTION: SAN BERNARDINO

DATE: 7/21/14

SIGNATURE: 

D.AVILES



FORM OF CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Right of Way Easement dated April 29, 2014, by Redlands 7/11 Associates, a California General partnership, is hereby accepted by the undersigned officer or agent on behalf of the City Council of the City of Redlands pursuant to the authority conferred by Resolution No. 6756 of the City Council of the City of Redlands adopted on September 3, 2008, and the grantee consents to recordation thereof by its duly authorized officer.

DATED: 7/16, 2014

BY:


N. Enrique Martinez, City Manager

EXHIBIT "A"
Legal Description

Roadway Easement
APN 0292-157-05 & 0292-157-06

That portion of the Northeast quarter of Block 12, Barton Ranch, in the City of Redlands, County of San Bernardino, State of California, per map recorded in Book 6, Page 19 of Maps in the office of the County Recorder of said County, described as Parcels 1 and 2 in a Quitclaim Deed recorded August 4, 1987 as Instrument No. 87-269823 of Official Records in the office of the County Recorder of said county, lying northerly, northeasterly and easterly of the following described line:

Commencing at the centerline intersection of Redlands Boulevard and Alabama Street as shown on Parcel Map No. 2863 recorded in Book 30, pages 68 and 69 of Parcel Maps in the office of the County Recorder of said County; thence along said centerline of Redlands Boulevard as shown on said Parcel Map, North $88^{\circ}43'40''$ West, 133.00 feet to the northerly prolongation of the west line of Parcel 1 of the land described in said deed; thence along said prolongation, South $00^{\circ}00'00''$ West, 41.25 feet to the northwest corner of said Parcel 1; thence along the west line of said Parcel 1, South $00^{\circ}00'00''$ West, 18.75 feet to the TRUE POINT OF BEGINNING, said point being on a line that is parallel with and 60.00 feet south of said centerline of Redlands Boulevard as shown on said Parcel Map; thence along said parallel line, South $88^{\circ}43'40''$ East; 73.19 feet; thence South $44^{\circ}21'52''$ East, 14.01 feet to a line that is parallel with and 50.00 feet west of said centerline of Alabama Street as shown on said Parcel Map; thence along said parallel line, South $00^{\circ}00'00''$ West, 121.45 feet to the south line of Parcel 2 of the land described in said deed.

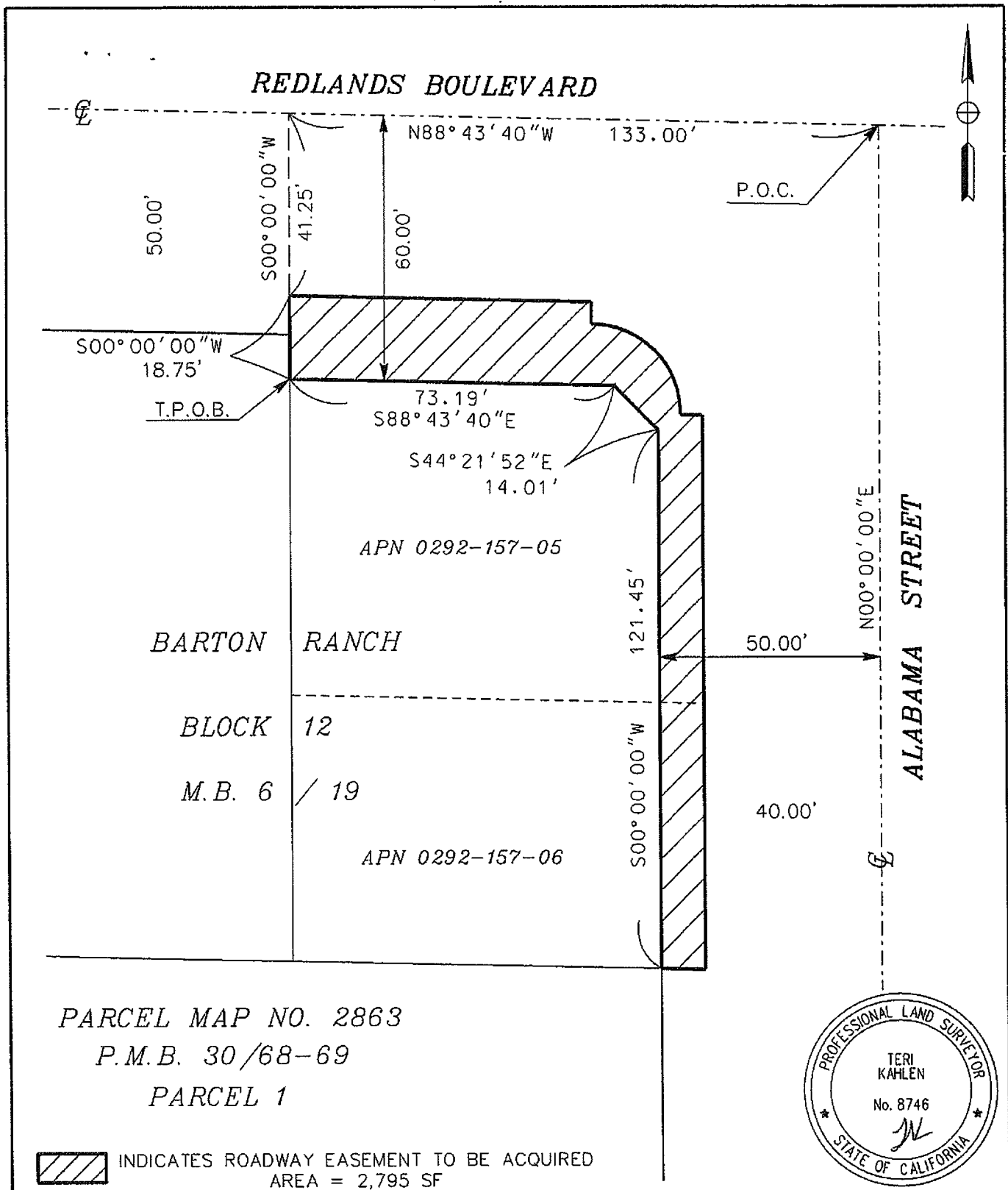
The above-described parcel of land contains approximately 2,795 square feet.

As more particularly shown on Exhibit "B" attached hereto and made a part hereof.

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyor's Act.

Teri Kahlen 6/5/13
Teri Kahlen, PLS 8746 Date





Paragon Partners Ltd	EXHIBIT "B" SKETCH TO ACCOMPANY LEGAL DESCRIPTION	REDLANDS BLVD. AND ALABAMA ST. IMP PROJECT APN 0292-157-05 & 06 CITY OF REDLANDS COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA	SHEET: 1 OF 1 DATE: 6/5/13 DRAWN BY: TLK SCALE: 1"=30'
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