

CITY OF RIVERSIDE
(Herein referred to as "City"), and

ALVORD UNIFIED SCHOOL DISTRICT, a public agency
(Herein referred to as "Grantor")

Project: 2019/2020 CDBG Street Improvements
APN: 146-261-019 (Portion)
Address: 4671 La Sierra Avenue

PERMIT TO ENTER AND CONSTRUCT

1. The right is hereby granted to City by the undersigned ("Grantor") to enter upon and use the land of Grantor in the City of Riverside, State of California, described as a portion of **APN 146-261-019**, being approximately **886 square feet**, highlighted on the map attached hereto, (herein referred to as "Easement Area"), and made a part hereof for all purposes necessary to facilitate and accomplish the replacement of pedestrian ramps, and any additional work determined by the City Engineer to be necessary to complete the work for the Project. Prior to using the rights herein granted, City shall provide twenty-four (24) hour written notice to proceed by email or five (5) day written notice by U.S. mail to Grantor at the address provided in the Notice section below. City's construction contractor will make all reasonable efforts to post notices to all affected tenants located on the Property. The rights herein granted may be exercised for six (6) months after the City's written Notice to Proceed and will terminate upon completion of the public improvements, whichever shall be sooner.

Notices: Service of any notices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by email or United States mail, postage prepaid and addressed as follows (please provide contact information below. Note: e-mail will be the default method for notice unless no e-mail address is available):

City

City of Riverside
3900 Main Street, 5th Floor
Riverside, California 92522
Attn: Sheryn Smay
Supervising Real Property Agent
ssmay@riversideca.gov
(951) 826-5343

Grantor

Contact Name: _____
Mailing Address: _____
Phone No.: _____
Email: _____

2. It is understood that City may enter upon Grantor's property where appropriate or designated for the purpose of getting equipment to and from Easement Area. City agrees not to damage Grantor's property

in the process of performing such activities.

3. The right to enter upon Grantor's land includes the right to remove and dispose of real and personal property located thereon. Grantor reserves the right to remove real and personal property on or before the City's issuance of the Notice to Proceed. If said property is not removed in its entirety at Grantor's expense, on or before said date for any reason whatsoever, the right to remove said property shall terminate and said property will become the property of City to dispose of at its discretion.
4. 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 left in a neat condition.
5. Grantor hereby warrants that they are the owner of the property described above and that they have the right to grant City permission to enter upon and use the land.
6. 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.
7. This agreement shall not be changed, modified, or amended except upon the written consent of the parties hereto.
8. This agreement supersedes any and all other prior agreements or understandings, oral or written, in connection therewith.
9. Grantor, 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.

CITY OF RIVERSIDE

GRANTOR:

By: _____

David Welch
Community & Economic
Development Director

Date: _____

ALVORD UNIFIED SCHOOL DISTRICT, a public agency

By: _____

Print name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

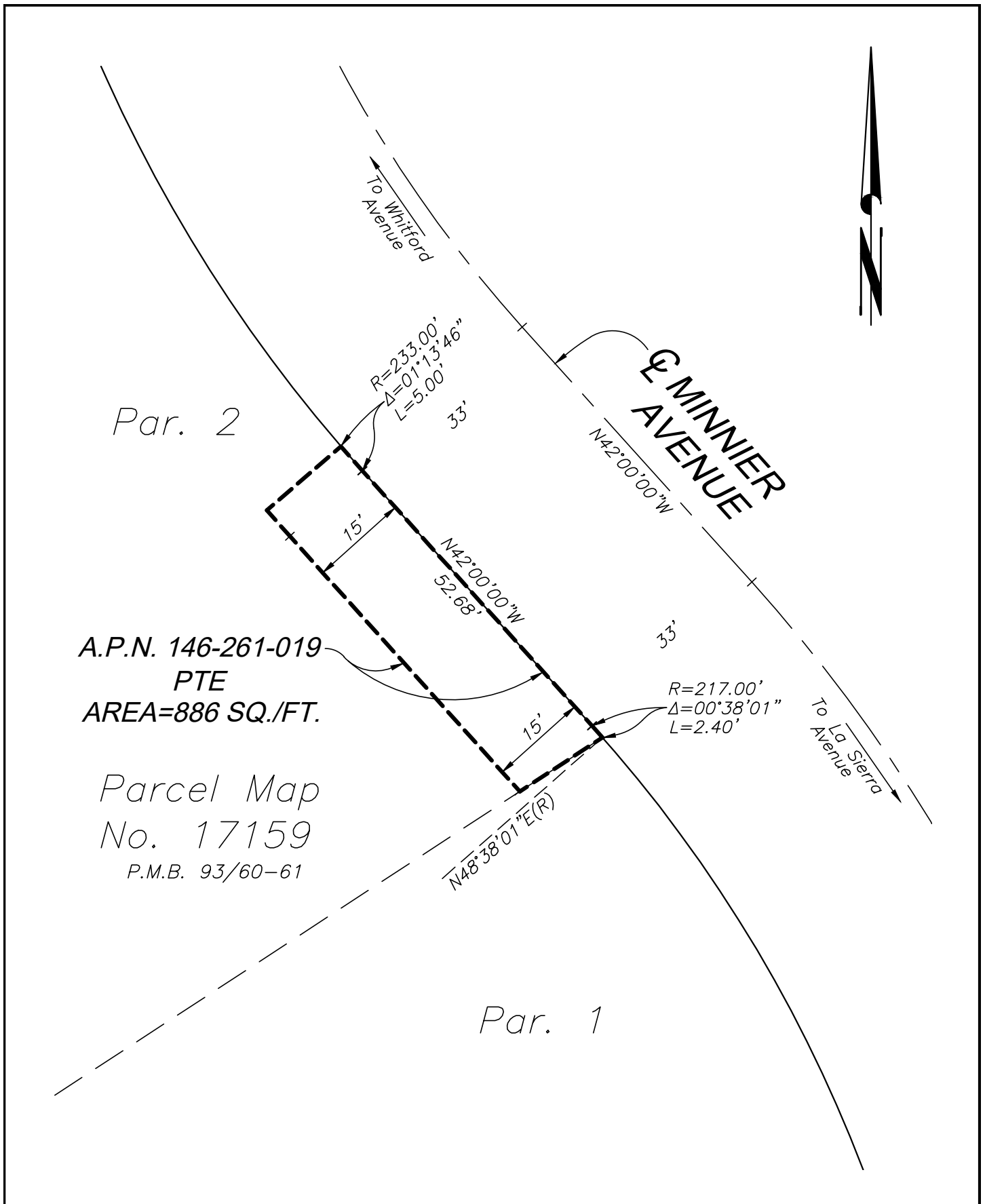
ATTEST:

By: _____

Deputy City Attorney

By: _____

City Clerk



• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

SCALE: 1"=20'

DRAWN BY: EV

DATE: 8/19/20

SUBJECT: PTE - APN 146-261-019