

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made and executed as of \_\_\_\_\_, 2019 by and between the CITY OF PERRIS, a municipal corporation (hereinafter “CITY”), and RUBY FAMILY HOLDINGS, LLC, a California limited liability company and EMERALD FAMILY HOLDINGS, LLC, a California limited liability company (hereinafter collectively referred to as “RUBY AND EMERALD”). Hereinafter the CITY and RUBY AND EMERALD shall be collectively referred to as the “PARTIES” and each individually as a “PARTY” and with reference to the following definitions and recitals:

### **RECITALS:**

A. The City seeks to acquire the portion of the property located at the northwest corner of Goetz Road and Mapes Road, in the City of Perris, County of Riverside, California, with Assessor’s Parcel Number 330-080-005 (“SUBJECT PROPERTY”) for the Goetz Road Improvement Project (“PROJECT”).

B. Specifically, it is necessary for the CITY to acquire a fee simple interest in the portion of the SUBJECT PROPERTY described in the legal description attached hereto and incorporated herein by this reference as Exhibit “A” and depicted on the map attached hereto and incorporated herein by this reference as Exhibit “B” (“FEE INTEREST”).

C. On June 1, 2017, the CITY mailed a *Government Code* § 7267.2 offer letter to RUBY AND EMERALD, owners of record of the SUBJECT PROPERTY, for the acquisition of the FEE INTEREST for the construction of the PROJECT.

D. On January 29, 2019, the CITY adopted a resolution of necessity pursuant to Code of Civil Procedure sections 1245.220 and 1245.230, authorizing acquisition of the FEE INTEREST by the exercise of the power of eminent domain. However, as of the date of this Agreement, the CITY has not filed an eminent domain action.

E. Thereafter, the PARTIES entered into negotiations for the acquisition of the FEE INTEREST.

F. By entering into this Agreement, the PARTIES desire to resolve all issues related to the granting of the FEE INTEREST by RUBY AND EMERALD to the CITY and enter into this Agreement to FINALLY, FULLY and COMPREHENSIVELY settle and avoid legal action.

NOW THEREFORE, in consideration of the covenants herein contained, and based upon the representations in the above Recitals, which are incorporated by this reference into the terms of the Agreement, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the PARTIES hereby agree as follows, in full and complete settlement of this matter:

**AGREEMENT:**

1. **Consideration.** RUBY AND EMERALD grant the FEE INTEREST to the CITY for a payment of Fifteen Thousand Nine Hundred Fifteen Dollars and Zero Cents (\$15,915.00) (“Settlement Amount”). A form of the Grant Deed is attached hereto as Exhibit “C,” and RUBY AND EMERALD are to return a signed and notarized original of same to the CITY. The CITY shall issue one check in the amount of \$3,257.80 payable to **Emerald Family Holdings, LLC**, and a second check in the amount of \$12,657.20 payable to **Ruby Family Holdings, LLC** within 15 days of the successful recordation of the Grant Deed.

2. **Further Compensation.** RUBY AND EMERALD hereby acknowledge that the Settlement Amount and terms of this Agreement constitute full and just compensation for the FEE INTEREST and any and all other claims, including, but not limited to, compensation for loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any

regulations promulgated pursuant thereto, interest, attorney's fees, expert's fees, litigation expenses and court costs recoverable pursuant to Code of Civil Procedure § 1268.710, and revenue, if any, that RUBY AND EMERALD may have arising out of the CITY's acquisition of the FEE INTEREST. RUBY AND EMERALD hereby waive any rights to additional compensation for the FEE INTEREST other than the compensation set forth herein.

3. **Ownership of the SUBJECT PROPERTY.** RUBY AND EMERALD represent and warrant as a material term of this Agreement that RUBY AND EMERALD have not heretofore assigned, transferred, released, or granted, or purported to assign, transfer, release, or grant, any claim disposed of by this Agreement, and that RUBY AND EMERALD are the owners of the SUBJECT PROPERTY. In executing this Agreement, RUBY AND EMERALD further warrant and represent that none of the claims released by RUBY AND EMERALD hereunder have been, or will in the future be, assigned, conveyed, or transferred in any fashion to any other person and/or entity.

4. **Representations.** Each of the PARTIES agree and represent that they have made such investigation of the facts pertaining to this Agreement and all matters pertaining hereto as they have determined reasonable and necessary. This Agreement is intended to be final and binding among the PARTIES hereto.

5. **RUBY AND EMERALD's Release.** Except as provided herein, RUBY AND EMERALD, for themselves and all of their successors, assigns, and agents, do hereby fully and forever release and discharge the CITY and all of its successors, assigns, and agents from any and all claims, including, but not limited to, claims for fair market value beyond the Settlement Amount and other consideration set forth in this Agreement, loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorney's fees, expert's fees, litigation expenses and court costs recoverable pursuant to Code

of Civil Procedure § 1268.710, claims to improvements to realty, rights, costs, statutory interest relocation benefits, any other damages, costs or expenses arising from any and all actions of the CITY, and compensation of any nature whatsoever, which RUBY AND EMERALD have or may hereafter accrue, including without limitation, any and all known and unknown, foreseen and unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the City's acquisition of the FEE INTEREST.

6. **CITY's Release.** Except as provided herein, the CITY for itself and all of its successors, assigns, and agents, does hereby fully and forever release and discharge RUBY AND EMERALD and all of their successors, assigns, and agents from any and all claims, rights, costs, relocation benefits, any other damages, costs or expenses arising from any and all actions of RUBY AND EMERALD, and compensation of any nature whatsoever, which the CITY has or may hereafter accrue, including without limitation, any and all known and unknown, foreseen and unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the City's acquisition of the FEE INTEREST.

7. **Waivers.** It is the intention and understanding of the PARTIES hereto that the Agreement shall be effective as a full and final accord and satisfaction and compromise and release of each and every settled or released matter pertaining or related to the FEE INTEREST. In connection with such compromise, waiver and relinquishment, the PARTIES acknowledge that they are aware that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the conveyance of the FEE INTEREST between the PARTIES on the subject matter of this instrument, but that, except as is otherwise provided herein, it is their intention hereby to fully, finally and forever settle and release all matters, disputes and differences, known or unknown, suspected or unsuspected, which do now exist, may exist, or heretofore have existed, and that in furtherance of such intention, the release actually given herein shall be and remain in effect as

a full and complete general release, notwithstanding the discovery or existence of any such additional or different facts. In furtherance of this intention, the PARTIES acknowledge that they are familiar with Section 1542 of the *Civil Code* of the State of California which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

The PARTIES hereby expressly waive or relinquish any right or benefit which they have, or might have, under Section 1542 of the *Civil Code* of the State of California and all other similar provisions of law of other jurisdictions to the fullest extent allowed by law. Notwithstanding the foregoing, nothing in this Section 7 is intended to waive or relinquish (i) the obligations imposed by this Agreement, or (ii) any future or unknown acts of intentional fraud, deceit or misrepresentation.

RUBY Representative's Initials: \_\_\_\_\_

EMERALD Representative's Initials: \_\_\_\_\_

CITY Representative's Initials: \_\_\_\_\_

**OTHER TERMS AND PROVISIONS:**

8. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California. The PARTIES expressly agree that any disputes, disagreements or actions shall be venued with the Superior Court of Riverside County, State of California.

9. **Integrated Agreement.** This Agreement contains the entire understanding and agreement between the PARTIES, and the terms and conditions contained herein shall inure to the benefit of, and be binding upon the PARTIES hereto. No other representations, or other prior or contemporaneous agreements, whether oral or written, respecting such matters not

specifically incorporated herein shall be deemed in any way to exist or bind any of the PARTIES hereto.

10. **Modification.** No supplement, modification, amendment, or waiver of any provision of this Agreement shall be binding unless executed in writing by all of the PARTIES. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision whether or not similar, nor shall waiver constitute a continuing waiver.

11. **Binding on Successors.** This Agreement and the covenants and conditions contained herein shall obligate, bind, extend to and inure to the benefit of the PARTIES and each of their respective successors in interest.

12. **Future Cooperation.** The PARTIES expressly agree to execute documents, provide information, and to cooperate in good faith to effectuate the purpose of this Agreement.

13. **Counterparts.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and shall constitute an agreement to be effective as of the date of signing. Further, signatures transmitted and memorialized by facsimile shall be deemed to have the same weight and effect as an original signature. The PARTIES may agree that an original signature will be substituted at some later time for any facsimile signature.

14. **Authority.** The persons executing this Agreement on behalf of the PARTIES hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

15. **Invalid Clause May Be Severed.** If any provision, clause, or part of the Agreement is adjudged illegal, invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

I have carefully read and fully understand, and hereby execute, this Agreement.

RUBY FAMILY HOLDINGS, LLC, a California  
limited liability company

\_\_\_\_\_  
Tina Lovato-Woods, Manager

EMERALD FAMILY HOLDINGS, LLC, a  
California limited liability company

\_\_\_\_\_  
Eric de Jong, Manager

I have carefully read and fully understand, and hereby execute, this Agreement.

CITY OF PERRIS, a municipal corporation

\_\_\_\_\_  
Richard Belmudez, City Manager

ATTEST:

\_\_\_\_\_  
Nancy Salazar  
City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
June S. Ailin  
Attorney for the CITY OF PERRIS

**[END SIGNATURES]**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**[on following page]**



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**A.P.N. 330-080-005**

**PARCEL "A"**

THAT PORTION OF THE SOUTH 330 FEET OF THE EASTERLY 622.29 FEET OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

**BEGINNING AT THE NORTHWEST CORNER OF THE WESTERLY 30.00 FEET OF SAID SOUTH 330 FEET AS SHOWN BY MAP ON FILE IN BOOK 119 OF RECORDS OF SURVEY, AT PAGE 62, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;**

**THENCE NORTH 89° 40' 28" WEST, ALONG THE NORTH LINE OF SAID SOUTH 330 FEET, A DISTANCE OF 33.54 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 64.00 FEET WESTERLY OF, AT A RIGHT ANGLE TO, THE CENTERLINE OF GOETZ ROAD AS SHOWN ON THE PERRIMESA TRACT, BY MAP ON FILE IN BOOK 16 OF, RECORDS OF SURVEY, AT PAGE 14, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;**

**THENCE SOUTH 00° 42' 45" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 299.98 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 30 FEET OF SAID SOUTH 330 FEET;**

**THENCE SOUTH 89° 40' 28" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 33.96 FEET TO A POINT ON THE WEST LINE OF THE WESTERLY 30 FEET OF THE HEREINABOVE MENTIONED SOUTH 330 FEET AS SHOWN ON SAID RECORD OF SURVEY;**

**THENCE NORTH 00° 37' 57" EAST, A DISTANCE OF 299.98 FEET TO THE POINT OF BEGINNING;**

**SAID LAND IS LOCATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, CALIFORNIA AND CONTAINS 10,124 SQUARE FEET, MORE OR LESS.**

**THE ABOVE DESCRIBED PARCEL OF LAND IS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

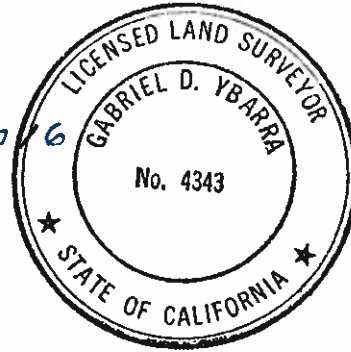
**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**A.P.N. 330-080-005**

THE BEARINGS AND DISTANCES SHOWN ON EXHIBITS "A" AND "B" ARE GRID AND BASED UPON THE CALIFORNIA COORDINATE SYSTEM ZONE 6, NAD 83, EPOCH 2011.00. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING THE GRID DISTANCES SHOWN BY 0.99992229.

PREPARED UNDER THE SUPERVISION OF

 12-7-2016

GABRIEL D. YBARRA                      DATE  
LAND SURVEYOR NO. 4343  
REGISTRATION EXPIRES 06-30-2018



**EXHIBIT "B"**  
**PLAT MAP**  
**[on following page]**

# EXHIBIT "B" PLAT

SHOWING THE PROPOSED ACQUISITION OF RIGHT-OF-WAY OVER A PORTION OF THE SOUTH 330 FEET OF THE EASTERLY 622.29 FEET OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE. SAID PROPERTY IS ALSO SHOWN BY MAP ON FILE IN BOOK 17, PAGE 93 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**EMERALD FAMILY HOLDINGS, LLC  
AND  
RUBY FAMILY HOLDINGS, LLC  
A.P.N. 330-080-005**



PREPARED UNDER THE SUPERVISION OF:

*G. D. Ybarra* 11/01/16  
GABRIEL D. YBARRA L.S. 4343 DATE

**Record Owner:**

Emerald Family Holdings, LLC,  
Ruby Family Holdings, LLC  
Tina Lovato  
Hilltop Group, Inc.  
807 East Mission Road  
San Marcos, CA 92069

**Exhibit prepared by:**

Action Surveys  
1045 Main Street, Suite 102  
Riverside, CA 92501  
(951) 686-6166

**Exhibit prepared for:**

Tri Lake Consultants, Inc.  
24 S. "D" Street, Suite 100  
Perris, CA 92570  
(951) 943-6504

Scale: 1" = 100'

**Assessor's Parcel Numbers:**

330-080-005

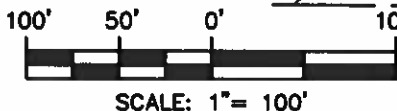
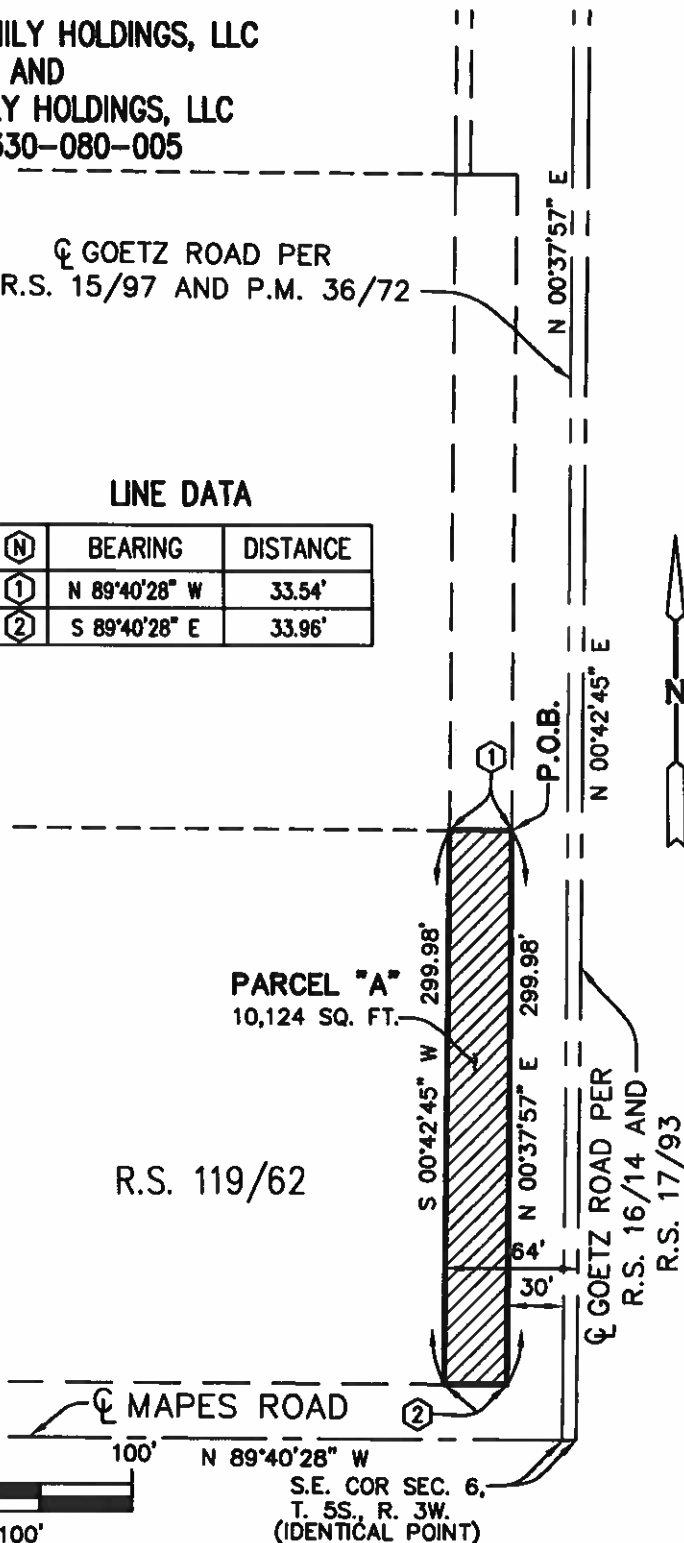
**Date Exhibit Prepared:**

November 1, 2016

☉ GOETZ ROAD PER  
R.S. 15/97 AND P.M. 36/72

**LINE DATA**

(N)	BEARING	DISTANCE
①	N 89°40'28" W	33.54'
②	S 89°40'28" E	33.96'



S.E. COR SEC. 6,  
T. 5S., R. 3W.  
(IDENTICAL POINT)

**EXHIBIT "C"**  
**GRANT DEED**  
[on following page]

FREE RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

City of Perris  
101 North D Street  
Attn: Judy Haughney, Assistant City Clerk

(Space Above This Line for Recorder's Office Use Only)  
(Exempt from Recording Fee per Gov. Code § 6103)

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, RUBY FAMILY HOLDINGS, LLC, a California limited liability company, and EMERALD FAMILY HOLDINGS, LLC, a California limited liability company, hereby grant(s) to the CITY OF PERRIS, a municipal corporation and general law city ("Grantee"), the fee simple interest in that certain portion of the real property located at the northwest corner of Goetz Road and Mapes Road, in the City of Perris, County of Riverside, California, which is referred to as Assessor's Parcel Number ("APN") 330-080-005, that is identified and described in the Legal Description attached hereto and incorporated herein as Exhibit "A" and depicted on the map attached hereto and incorporated herein as Exhibit "B."

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers or agents hereunto as of the date first above written.

**"GRANTOR":**

RUBY FAMILY HOLDINGS, LLC, a  
California limited liability company

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

By: \_\_\_\_\_  
Tina Lovato-Woods  
Manager

EMERALD FAMILY HOLDINGS, LLC, a  
California limited liability company

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

By: \_\_\_\_\_  
Eric de Jong  
Manager

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made and executed as of \_\_\_\_\_, 2019 by and between the CITY OF PERRIS, a municipal corporation (hereinafter “CITY”), and MIRA MESA PERRIS AIRPORT, LLC, a California limited liability company (hereinafter referred to as “MIRA MESA”). Hereinafter the CITY and MIRA MESA shall be collectively referred to as the “PARTIES” and each individually as a “PARTY” and with reference to the following definitions and recitals:

### **RECITALS:**

A. The City seeks to acquire a portion of the property located on the southeast corner of Goetz Road and Ellis Avenue, in the City of Perris, County of Riverside, California, with Assessor’s Parcel Number 330-090-001 (“SUBJECT PROPERTY”) for the Goetz Road Improvement Project (“PROJECT”).

B. Specifically, it is necessary for the CITY to acquire a fee simple interest in the portion of the SUBJECT PROPERTY described in the legal descriptions attached hereto and incorporated herein by this reference as Exhibit “A” and depicted on the map attached hereto and incorporated herein by this reference as Exhibit “B” (“FEE INTEREST”).

C. On June 1, 2017, the CITY mailed a *Government Code* § 7267.2 offer letter to MIRA MESA, owners of record of the SUBJECT PROPERTY, for the acquisition of the FEE INTEREST for the construction of the PROJECT.

D. On January 29, 2019, the CITY adopted a resolution of necessity pursuant to Code of Civil Procedure sections 1245.220 and 1245.230, authorizing acquisition of the FEE INTEREST by the exercise of the power of eminent domain. However, as of the date of this Agreement, the CITY has not filed an eminent domain action.

E. Thereafter, the PARTIES entered into negotiations for the acquisition of the FEE INTEREST.

F. By entering into this Agreement, the PARTIES desire to resolve all issues related to the granting of the FEE INTEREST by MIRA MESA to the CITY and enter into this Agreement to FINALLY, FULLY and COMPREHENSIVELY settle and avoid legal action.

NOW THEREFORE, in consideration of the covenants herein contained, and based upon the representations in the above Recitals, which are incorporated by this reference into the terms of the Agreement, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the PARTIES hereby agree as follows, in full and complete settlement of this matter:

**AGREEMENT:**

1. **Consideration.** MIRA MESA grants the FEE INTEREST to the CITY for a payment of One Hundred Eleven Thousand Three Hundred Dollars and Zero Cents (\$111,300.00) (“Settlement Amount”). A form of the Grant Deed is attached hereto as Exhibit “C,” and MIRA MESA is to return a signed and notarized original of same to the CITY. The CITY shall deliver to MIRA MESA a check in the amount of \$111,300.00 payable to Mira Mesa Perris Airport, LLC, within 15 days of the successful recordation of the Grant Deed.

2. **Further Compensation.** MIRA MESA hereby acknowledges that the Settlement Amount and terms of this Agreement constitute full and just compensation for the FEE INTEREST and any and all other claims, including, but not limited to, compensation for loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorney’s fees, expert’s fees, litigation expenses and court costs recoverable pursuant to Code of Civil Procedure § 1268.710, and



revenue, if any, that MIRA MESA may have arising out of the CITY's acquisition of the FEE INTEREST. MIRA MESA hereby waives any rights to additional compensation for the FEE INTEREST other than the compensation set forth herein.

3. **Ownership of the SUBJECT PROPERTY.** MIRA MESA represents and warrants as a material term of this Agreement that MIRA MESA has not heretofore assigned, transferred, released, or granted, or purported to assign, transfer, release, or grant, any claim disposed of by this Agreement, and that MIRA MESA is the owner of the SUBJECT PROPERTY. In executing this Agreement, MIRA MESA further warrants and represents that none of the claims released by MIRA MESA hereunder have been, or will in the future be, assigned, conveyed, or transferred in any fashion to any other person and/or entity.

4. **Representations.** Each of the PARTIES agrees and represents that they have made such investigation of the facts pertaining to this Agreement and all matters pertaining hereto as they have determined reasonable and necessary. This Agreement is intended to be final and binding among the PARTIES hereto.

5. **MIRA MESA's Release.** Except as provided herein, MIRA MESA, for itself and all of its successors, assigns, and agents, do hereby fully and forever release and discharge the CITY and all of its successors, assigns, and agents from any and all claims, including, but not limited to, claims for fair market value beyond the Settlement Amount and other consideration set forth in this Agreement, loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorney's fees, expert's fees, litigation expenses and court costs recoverable pursuant to Code of Civil Procedure § 1268.710, claims to improvements to realty, rights, costs, statutory interest relocation benefits, any other damages, costs or expenses arising from any and all actions of the CITY, and compensation of any nature whatsoever, which MIRA MESA has or may hereafter accrue,

including without limitation, any and all known and unknown, foreseen and unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the City's acquisition of the FEE INTEREST.

6. **CITY's Release.** Except as provided herein, the CITY for itself and all of its successors, assigns, and agents, does hereby fully and forever release and discharge MIRA MESA and all of its successors, assigns, and agents from any and all claims, rights, costs, relocation benefits, any other damages, costs or expenses arising from any and all actions of MIRA MESA, and compensation of any nature whatsoever, which the CITY has or may hereafter accrue, including without limitation, any and all known and unknown, foreseen and unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the City's acquisition of the FEE INTEREST.

7. **Waivers.** It is the intention and understanding of the PARTIES hereto that the Agreement shall be effective as a full and final accord and satisfaction and compromise and release of each and every settled or released matter pertaining or related to the FEE INTEREST. In connection with such compromise, waiver and relinquishment, the PARTIES acknowledge that they are aware that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the conveyance of the FEE INTEREST between the PARTIES on the subject matter of this instrument, but that, except as is otherwise provided herein, it is their intention hereby to fully, finally and forever settle and release all matters, disputes and differences, known or unknown, suspected or unsuspected, which do now exist, may exist, or heretofore have existed, and that in furtherance of such intention, the release actually given herein shall be and remain in effect as a full and complete general release, notwithstanding the discovery or existence of any such additional or different facts. In furtherance of this intention, the PARTIES acknowledge that they are familiar with Section 1542 of the *Civil Code* of the State of California which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

The PARTIES hereby expressly waive or relinquish any right or benefit which they have, or might have, under Section 1542 of the *Civil Code* of the State of California and all other similar provisions of law of other jurisdictions to the fullest extent allowed by law. Notwithstanding the foregoing, nothing in this Section 7 is intended to waive or relinquish (i) the obligations imposed by this Agreement, or (ii) any future or unknown acts of intentional fraud, deceit or misrepresentation.

MIRA MESA Representative's Initials: \_\_\_\_\_

CITY Representative's Initials: \_\_\_\_\_

**OTHER TERMS AND PROVISIONS:**

8. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California. The PARTIES expressly agree that any disputes, disagreements or actions shall be venued with the Superior Court of Riverside County, State of California.

9. **Integrated Agreement.** This Agreement contains the entire understanding and agreement between the PARTIES, and the terms and conditions contained herein shall inure to the benefit of, and be binding upon the PARTIES hereto. No other representations, or other prior or contemporaneous agreements, whether oral or written, respecting such matters not specifically incorporated herein shall be deemed in any way to exist or bind any of the PARTIES hereto.

10. **Modification.** No supplement, modification, amendment, or waiver of any provision of this Agreement shall be binding unless executed in writing by all of the PARTIES. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision whether or not similar, nor shall waiver constitute a continuing waiver.

11. **Binding on Successors.** This Agreement and the covenants and conditions contained herein shall obligate, bind, extend to and inure to the benefit of the PARTIES and each of their respective successors in interest.

12. **Future Cooperation.** The PARTIES expressly agree to execute documents, provide information, and to cooperate in good faith to effectuate the purpose of this Agreement.

13. **Counterparts.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and shall constitute an agreement to be effective as of the date of signing. Further, signatures transmitted and memorialized by facsimile shall be deemed to have the same weight and effect as an original signature. The PARTIES may agree that an original signature will be substituted at some later time for any facsimile signature.

14. **Authority.** The persons executing this Agreement on behalf of the PARTIES hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

15. **Invalid Clause May Be Severed.** If any provision, clause, or part of the Agreement is adjudged illegal, invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

**[SIGNATURES ON THE FOLLOWING PAGE]**

I have carefully read and fully understand, and hereby execute, this Agreement.

MIRA MESA PERRIS AIRPORT, LLC, a  
California limited liability company

---

Brett Feuerstein, Managing Member

I have carefully read and fully understand, and hereby execute, this Agreement.

CITY OF PERRIS, a municipal corporation

---

Richard Belmudez, City Manager

ATTEST:

---

Nancy Salazar  
City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
June S. Ailin  
Attorney for the CITY OF PERRIS

**[END SIGNATURES]**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**[on following page]**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**A.P.N. 330-090-001**

**PARCEL "A"**

THOSE PORTIONS OF GOVERNMENT LOTS 1 AND 2, WITHIN THE NORTHWEST QUARTER OF FRACTIONAL SECTION 5, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SECTION 5 WITH THE EASTERLY PROJECTION OF THE NORTH LINE OF SECTION 6, BOTH BEING IN TOWNSHIP 5 SOUTH, RANGE 3 WEST, AS SAID WEST LINE IS SHOWN ON THE PERRIMESA TRACT, BY MAP ON FILE IN BOOK 16 OF RECORDS OF SURVEY, AT PAGE 14, AND AS SAID NORTH LINE IS SHOWN BY MAP ON FILE IN BOOK 15 OF RECORDS OF SURVEY, AT PAGE 97. SAID INTERSECTION ALSO BEING SHOWN BY MAP ON FILE IN BOOK 98 OF RECORDS OF SURVEY, AT PAGES 45 THROUGH 53, INCLUSIVE, ALL BEING RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 89° 41' 18" EAST, ALONG THE CENTERLINE OF ELLIS AVENUE, AS DESCRIBED AND SHOWN IN THE OFFER OF DEDICATION RECORDED ON JUNE 12, 1990, AS INSTRUMENT NO. 214950, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, A DISTANCE OF 22.63 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING, SOUTH 89° 41' 18" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 41.38 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 64.00 FEET EASTERLY OF, AT A RIGHT ANGLE TO, THE CENTERLINE OF GOETZ ROAD, AS SHOWN ON THE PERRIMESA TRACT, BY MAP ON FILE IN BOOK 16 OF, RECORDS OF SURVEY, AT PAGE 14, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 42' 45" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2635.37 FEET TO A POINT ON THE NORTH LINE OF LOT 1 OF EHRMAN'S SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 11 OF MAPS, AT PAGE 544, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA;

THENCE NORTH 89° 54' 10" WEST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 37.70 FEET TO THE NORTHWEST CORNER THEREOF;

THENCE NORTH 00° 37' 57" EAST, A DISTANCE OF 2635.49 FEET TO THE POINT OF BEGINNING;

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**A.P.N. 330-090-001**

SAID LAND IS LOCATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE,  
CALIFORNIA AND CONTAINS 104,194 SQUARE FEET, MORE OR LESS.

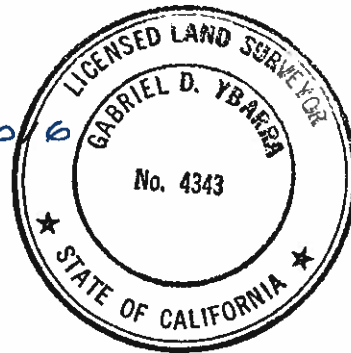
THE ABOVE DESCRIBED PARCEL OF LAND IS SHOWN ON EXHIBIT "B" ATTACHED  
HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THE BEARINGS AND DISTANCES SHOWN ON EXHIBITS "A" AND "B" ARE GRID  
AND BASED UPON THE CALIFORNIA COORDINATE SYSTEM ZONE 6, NAD 83,  
EPOCH 2011.00. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING THE GRID  
DISTANCES SHOWN BY 0.99992229.

PREPARED UNDER THE SUPERVISION OF

 12-7-2016

GABRIEL D. YBARRA                      DATE  
LAND SURVEYOR NO. 4343  
REGISTRATION EXPIRES 06-30-2018





**EXHIBIT "B"**  
**PLAT MAP**  
[on following page]

# EXHIBIT "B" PLAT

SHEET 1 OF 1 SHEET

SHOWING THE PROPOSED ACQUISITION OF RIGHT-OF-WAY OVER PORTIONS OF GOVERNMENT LOTS 1 AND 2, IN THE NORTHWEST QUARTER OF FRACTIONAL SECTION 5, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY.

**MIRA MESA SHOPPING CENTER—WEST,  
MIRA MESA SHOPPING CENTER, LLC  
A.P.N. 330-090-001**



### LINE DATA

N	BEARING	DISTANCE
①	S 89°41'18" E	22.63'
②	S 89°41'18" E	41.38'
③	N 89°54'10" W	37.70'

PREPARED UNDER THE SUPERVISION OF:

*Gabriel D. Ybarra*  
11/01/16  
GABRIEL D. YBARRA, L.S. 4343      DATE

**Record Owner:**

Mira Mesa Shopping Center—West,  
Mira Mesa Shopping Center, LLC  
8294 Mira Mesa Blvd  
San Diego, CA 92126

**Exhibit prepared by:**

Action Surveys  
1045 Main Street, Suite 102  
Riverside, CA 92501  
(951) 686-6166

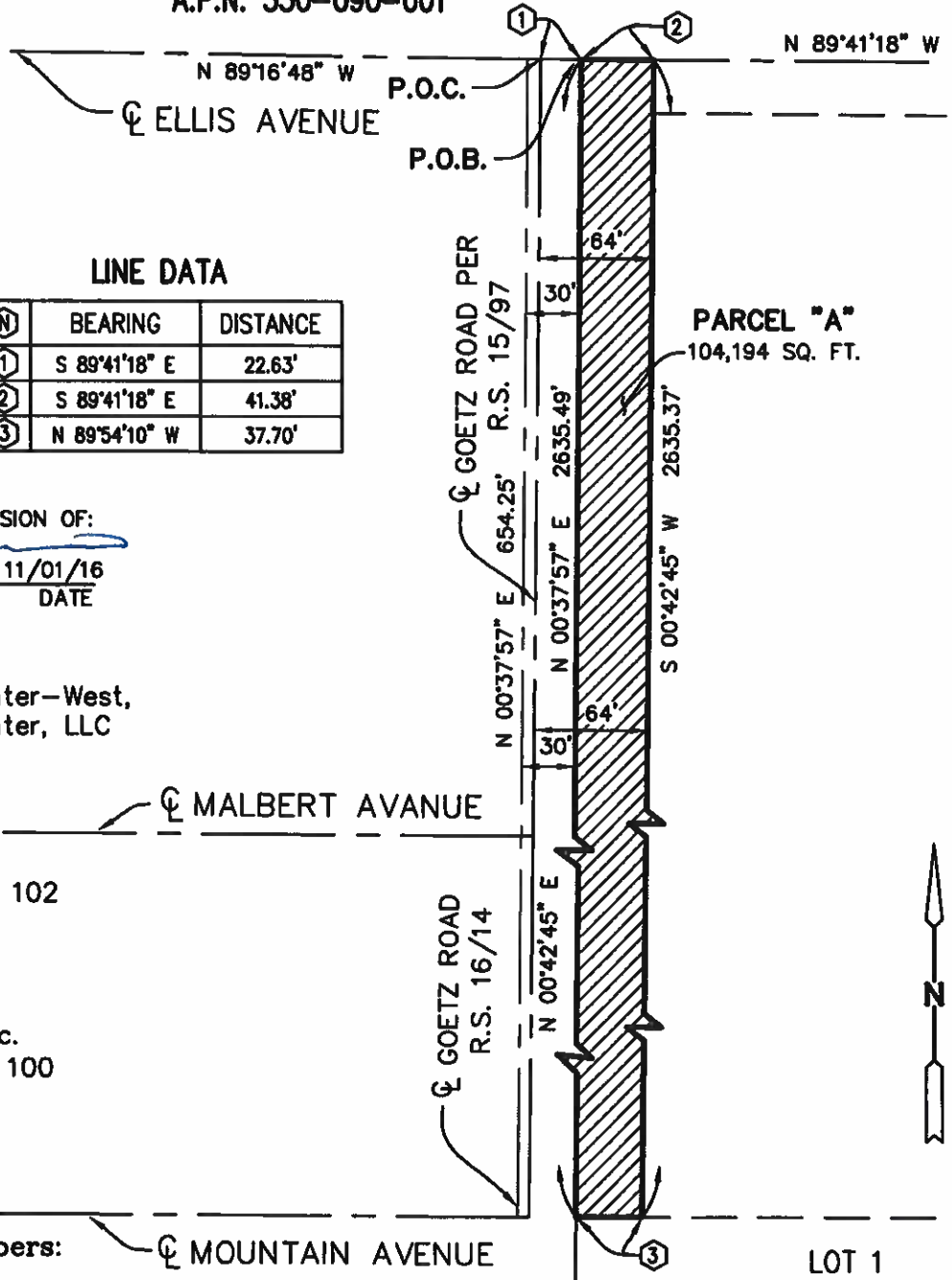
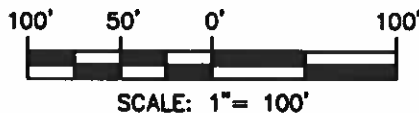
**Exhibit prepared for:**

Tri Lake Consultants, Inc.  
24 S. "D" Street, Suite 100  
Perris, CA 92570  
(951) 943-6504

**Scale:** 1" = 100'

**Assessor's Parcel Numbers:**  
330-090-001

**Date Exhibit Prepared:**  
November 1, 2016



EHRMAN'S SUBDIVISION  
M.B. 11/544 S.D.C.O.

**EXHIBIT "C"**  
**GRANT DEED**  
**[on following page]**

FREE RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

City of Perris  
101 North D Street  
Attn: Judy Haughney, Assistant City Clerk

---

(Space Above This Line for Recorder's Office Use Only)  
(Exempt from Recording Fee per Gov. Code § 6103)

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, MIRA MESA PERRIS AIRPORT, LLC, a California limited liability company, hereby grant(s) to the CITY OF PERRIS, a municipal corporation and general law city ("Grantee"), the fee simple interest in that certain portion of the real property located at the southeast corner of Goetz Road and Ellis Avenue, in the City of Perris, County of Riverside, California, which is referred to as Assessor's Parcel Number ("APN") 330-090-001, that is identified and described in the Legal Description attached hereto and incorporated herein as Exhibit "A" and depicted on the map attached hereto and incorporated herein as Exhibit "B."

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers or agents hereunto as of the date first above written.

**"GRANTOR":**

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

By: \_\_\_\_\_  
Brett Feuerstein  
Managing Member

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and executed as of \_\_\_\_\_, 2019 by and between the CITY OF PERRIS, a municipal corporation (hereinafter “CITY”), and LOUIE W. MAHAS, a single man (hereinafter referred to as “MAHAS”). Hereinafter the CITY and MAHAS shall be collectively referred to as the “PARTIES” and each individually as a “PARTY” and with reference to the following definitions and recitals:

### RECITALS:

A. The City seeks to acquire a portion of the property located on the east side of Goetz Road, approximately 300 feet north of the intersection of Mountain Avenue, in the City of Perris, County of Riverside, California, commonly known as 2081 Goetz Road, with Assessor’s Parcel Number 330-100-002 (“SUBJECT PROPERTY”) for the Goetz Road Improvement Project (“PROJECT”).

B. Specifically, it is necessary for the CITY to acquire a fee simple interest in the portion of the SUBJECT PROPERTY described in the legal descriptions attached hereto and incorporated herein by this reference as Exhibit “A” and depicted on the map attached hereto and incorporated herein by this reference as Exhibit “B” (“FEE INTEREST”).

C. On June 1, 2017, the CITY mailed a *Government Code* § 7267.2 offer letter to MAHAS, owners of record of the SUBJECT PROPERTY, for the acquisition of the FEE INTEREST for the construction of the PROJECT.

D. On January 29, 2019, the CITY adopted a resolution of necessity pursuant to Code of Civil Procedure sections 1245.220 and 1245.230, authorizing acquisition of the FEE INTEREST by the exercise of the power of eminent domain. However, as of the date of this Agreement, the CITY has not filed an eminent domain action.

E. Thereafter, the PARTIES entered into negotiations for the acquisition of the FEE INTEREST.

F. By entering into this Agreement, the PARTIES desire to resolve all issues related to the granting of the FEE INTEREST by MAHAS to the CITY and enter into this Agreement to FINALLY, FULLY and COMPREHENSIVELY settle and avoid legal action.

NOW THEREFORE, in consideration of the covenants herein contained, and based upon the representations in the above Recitals, which are incorporated by this reference into the terms of the Agreement, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the PARTIES hereby agree as follows, in full and complete settlement of this matter:

**AGREEMENT:**

1. **Consideration.** MAHAS grants the FEE INTEREST to the CITY for a payment of Seven Thousand Six Hundred Dollars and Zero Cents (\$7,600.00) (“Settlement Amount”). A form of the Grant Deed is attached hereto as Exhibit “C,” and MAHAS is to return a signed and notarized original of same to the CITY. The CITY shall deliver to MAHAS a check in the amount of \$7,600.00 payable to Louie W. Mahas within 15 days of the successful recordation of the Grant Deed.

2. **Further Compensation.** MAHAS hereby acknowledges that the Settlement Amount and terms of this Agreement constitute full and just compensation for the FEE INTEREST and any and all other claims, including, but not limited to, compensation for loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorney’s fees, expert’s fees, litigation expenses and court costs recoverable pursuant to Code of Civil Procedure § 1268.710, and revenue, if any,

that MAHAS may have arising out of the CITY's acquisition of the FEE INTEREST. MAHAS hereby waives any rights to additional compensation for the FEE INTEREST other than the compensation set forth herein.

3. **Ownership of the SUBJECT PROPERTY.** MAHAS represents and warrants as a material term of this Agreement that MAHAS has not heretofore assigned, transferred, released, or granted, or purported to assign, transfer, release, or grant, any claim disposed of by this Agreement, and that MAHAS is the owner of the SUBJECT PROPERTY. In executing this Agreement, MAHAS further warrants and represents that none of the claims released by MAHAS hereunder have been, or will in the future be, assigned, conveyed, or transferred in any fashion to any other person and/or entity.

4. **Representations.** Each of the PARTIES agrees and represents that they have made such investigation of the facts pertaining to this Agreement and all matters pertaining hereto as they have determined reasonable and necessary. This Agreement is intended to be final and binding among the PARTIES hereto.

5. **MAHAS's Release.** Except as provided herein, MAHAS, for himself and all of his successors, assigns, and agents, do hereby fully and forever release and discharge the CITY and all of its successors, assigns, and agents from any and all claims, including, but not limited to, claims for fair market value beyond the Settlement Amount and other consideration set forth in this Agreement, loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorney's fees, expert's fees, litigation expenses and court costs recoverable pursuant to Code of Civil Procedure § 1268.710, claims to improvements to realty, rights, costs, statutory interest relocation benefits, any other damages, costs or expenses arising from any and all actions of the CITY, and compensation of any nature whatsoever, which MAHAS has or may hereafter accrue,

including without limitation, any and all known and unknown, foreseen and unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the CITY's acquisition of the FEE INTEREST.

6. **CITY's Release.** Except as provided herein, the CITY for itself and all of its successors, assigns, and agents, does hereby fully and forever release and discharge MAHAS and all of his successors, assigns, and agents from any and all claims, rights, costs, relocation benefits, any other damages, costs or expenses arising from any and all actions of MAHAS, and compensation of any nature whatsoever, which the CITY has or may hereafter accrue, including without limitation, any and all known and unknown, foreseen and unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the CITY's acquisition of the FEE INTEREST.

7. **Waivers.** It is the intention and understanding of the PARTIES hereto that the Agreement shall be effective as a full and final accord and satisfaction and compromise and release of each and every settled or released matter pertaining or related to the FEE INTEREST. In connection with such compromise, waiver and relinquishment, the PARTIES acknowledge that they are aware that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the conveyance of the FEE INTEREST between the PARTIES on the subject matter of this instrument, but that, except as is otherwise provided herein, it is their intention hereby to fully, finally and forever settle and release all matters, disputes and differences, known or unknown, suspected or unsuspected, which do now exist, may exist, or heretofore have existed, and that in furtherance of such intention, the release actually given herein shall be and remain in effect as a full and complete general release, notwithstanding the discovery or existence of any such additional or different facts. In furtherance of this intention, the PARTIES acknowledge that they are familiar with Section 1542 of the *Civil Code* of the State of California which provides as follows:



“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

The PARTIES hereby expressly waive or relinquish any right or benefit which they have, or might have, under Section 1542 of the *Civil Code* of the State of California and all other similar provisions of law of other jurisdictions to the fullest extent allowed by law. Notwithstanding the foregoing, nothing in this Section 7 is intended to waive or relinquish (i) the obligations imposed by this Agreement, or (ii) any future or unknown acts of intentional fraud, deceit or misrepresentation.

MAHAS's Initials: \_\_\_\_\_

CITY Representative's Initials: \_\_\_\_\_

**OTHER TERMS AND PROVISIONS:**

8. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California. The PARTIES expressly agree that any disputes, disagreements or actions shall be venued with the Superior Court of Riverside County, State of California.

9. **Integrated Agreement.** This Agreement contains the entire understanding and agreement between the PARTIES, and the terms and conditions contained herein shall inure to the benefit of, and be binding upon the PARTIES hereto. No other representations, or other prior or contemporaneous agreements, whether oral or written, respecting such matters not specifically incorporated herein shall be deemed in any way to exist or bind any of the PARTIES hereto.

10. **Modification.** No supplement, modification, amendment, or waiver of any provision of this Agreement shall be binding unless executed in writing by all of the PARTIES. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision whether or not similar, nor shall waiver constitute a continuing waiver.

11. **Binding on Successors.** This Agreement and the covenants and conditions contained herein shall obligate, bind, extend to and inure to the benefit of the PARTIES and each of their respective successors in interest.

12. **Future Cooperation.** The PARTIES expressly agree to execute documents, provide information, and to cooperate in good faith to effectuate the purpose of this Agreement.

13. **Counterparts.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and shall constitute an agreement to be effective as of the date of signing. Further, signatures transmitted and memorialized by facsimile shall be deemed to have the same weight and effect as an original signature. The PARTIES may agree that an original signature will be substituted at some later time for any facsimile signature.

14. **Authority.** The persons executing this Agreement on behalf of the PARTIES hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

15. **Invalid Clause May Be Severed.** If any provision, clause, or part of the Agreement is adjudged illegal, invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

**[SIGNATURES ON THE FOLLOWING PAGE]**

I have carefully read and fully understand, and hereby execute, this Agreement.

LOUIE W. MAHAS, a single man

---

Louie W. Mahas

I have carefully read and fully understand, and hereby execute, this Agreement.

CITY OF PERRIS, a municipal corporation

---

Richard Belmudez, City Manager

ATTEST:

---

Nancy Salazar  
City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
June S. Ailin  
Attorney for the CITY OF PERRIS

**[END SIGNATURES]**

EXHIBIT "A"  
LEGAL DESCRIPTION  
[on following page]

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**A.P.N. 330-100-002**

**PARCEL "A"**

THAT PORTION OF LOT 2 OF EHRMAN'S SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 11 OF MAPS, AT PAGE 544, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

**BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2;**

THENCE SOUTH 89° 53' 15" EAST, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 37.24 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 64.00 FEET EASTERLY OF, AT A RIGHT ANGLE TO, THE CENTERLINE OF GOETZ ROAD, AS SHOWN ON THE PERRIMESA TRACT, BY MAP ON FILE IN BOOK 16 OF, RECORDS OF SURVEY, AT PAGE 14, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 42' 45" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 167.29 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 164 FEET OF SAID LOT 2;

THENCE NORTH 89° 52' 20" WEST, ALONG THE NORTH LINE OF SAID SOUTH 164 FEET, A DISTANCE OF 37.00 FEET TO THE NORTHWEST CORNER OF SAID SOUTH 164 FEET;

THENCE NORTH 00° 37' 57" EAST, A DISTANCE OF 162.27 FEET TO THE POINT OF BEGINNING;

SAID LAND IS LOCATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, CALIFORNIA AND CONTAINS 6,209 SQUARE FEET, MORE OR LESS.

THE ABOVE DESCRIBED PARCEL OF LAND IS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THE BEARINGS AND DISTANCES SHOWN ON EXHIBITS "A" AND "B" ARE GRID AND BASED UPON THE CALIFORNIA COORDINATE SYSTEM ZONE 6, NAD 83, EPOCH 2011.00. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING THE GRID DISTANCES SHOWN BY 0.99992229.

PREPARED UNDER THE SUPERVISION OF

  
GABRIEL D. YBARRA      DATE  
LAND SURVEYOR NO. 4343  
REGISTRATION EXPIRES 06-30-2018  
2016-07LouieWMahas



**EXHIBIT "B"**  
**PLAT MAP**  
[on following page]

# EXHIBIT "B" PLAT

SHEET 1 OF 1 SHEET

SHOWING THE PROPOSED ACQUISITION OF RIGHT-OF-WAY OVER A  
PORTION LOT 2 OF EHRMAN'S SUBDIVISION, AS SHOWN BY MAP ON  
FILE IN BOOK 11 OF MAPS, AT PAGE 544, RECORDS OF SAN  
DIEGO COUNTY, CALIFORNIA.

**LOUIE W. MAHAS**  
A.P.N. 330-100-002

### LINE DATA

(N)	BEARING	DISTANCE
①	S 89°53'15" E	37.24'
②	S 00°42'45" W	167.28'
③	N 89°52'20" W	37.00'
④	N 00°37'57" E	167.27'



PREPARED UNDER THE SUPERVISION OF:

*Gabriel D. Ybarra* 11/01/16  
GABRIEL D. YBARRA L.S. 4343 DATE

**Record Owner:**  
Louie W. Mahas  
1108 Dorothea  
La Habra Heights, CA 90631

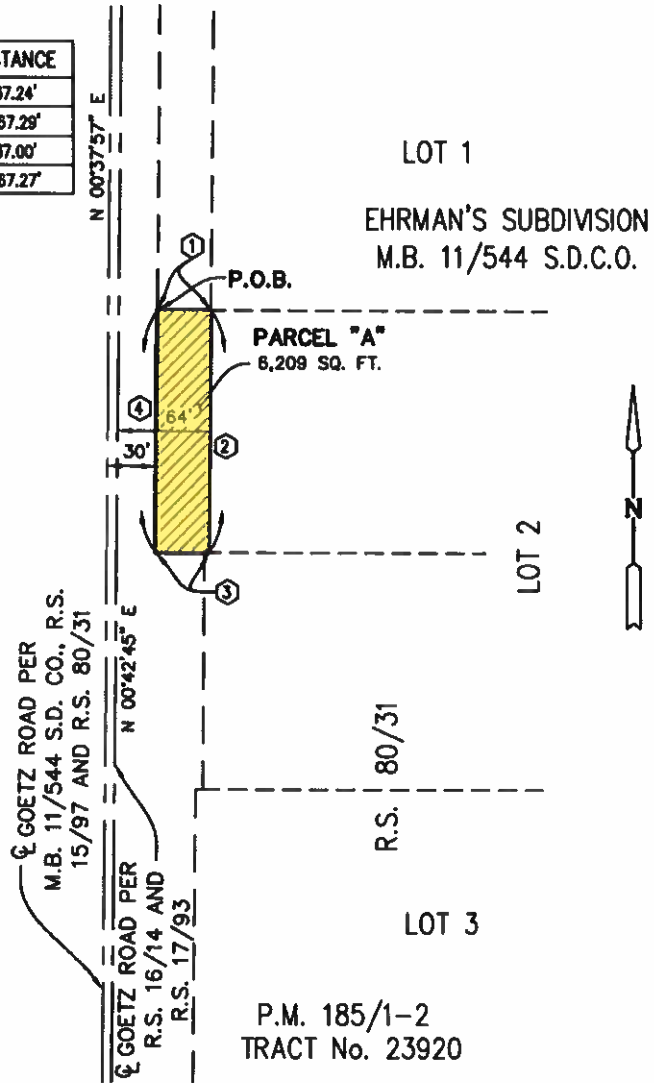
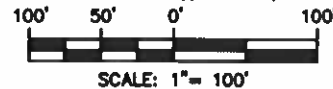
**Exhibit prepared by:**  
Action Surveys  
1045 Main Street, Suite 102  
Riverside, CA 92501  
(951) 686-6166

**Exhibit prepared for:**  
Tri Lake Consultants, Inc.  
24 S. "D" Street, Suite 100  
Perris, CA 92570  
(951) 943-6504

**Scale:** 1" = 100'

**Assessor's Parcel Numbers:**  
330-100-002

**Date Exhibit Prepared:**  
November 1, 2016



**EXHIBIT "C"**  
**GRANT DEED**  
**[on following page]**



FREE RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

City of Perris  
101 North D Street  
Attn: Judy Haughney, Assistant City Clerk

---

(Space Above This Line for Recorder's Office Use Only)  
(Exempt from Recording Fee per Gov. Code § 6103)

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, LOUIE W. MAHAS, a single man, hereby grant(s) to the CITY OF PERRIS, a municipal corporation and general law city ("Grantee"), the fee simple interest in that certain portion of the real property located on the east side of Goetz Road, approximately 300 feet north of the intersection of Mountain Avenue, in the City of Perris, County of Riverside, California, commonly known as 2081 Goetz Road, which is referred to as Assessor's Parcel Number ("APN") 330-100-002, that is identified and described in the Legal Description attached hereto and incorporated herein as Exhibit "A" and depicted on the map attached hereto and incorporated herein as Exhibit "B."

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers or agents hereunto as of the date first above written.

**"GRANTOR":**

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

By: \_\_\_\_\_  
Louie W. Mahas

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made and executed as of \_\_\_\_\_, 2019 by and between the CITY OF PERRIS, a municipal corporation (hereinafter “CITY”), and Brian N. Chuchua and Kerstin E. Chuchua, as Trustees of the Chuchua Family Trust, dated October 25, 2007 (hereinafter referred to as “CHUCHUA”). Hereinafter the CITY and CHUCHUA shall be collectively referred to as the “PARTIES” and each individually as a “PARTY” and with reference to the following definitions and recitals:

**RECITALS:**

A. The City seeks to acquire a portion of the property located on the northeast corner of Goetz Road and Mapes Road, in the City of Perris, County of Riverside, California, with Assessor’s Parcel Number 330-100-024 (“SUBJECT PROPERTY”) for the widening of Goetz Road between Case Road and the San Jacinto River, south of Mapes Road (“PROJECT”).

B. Specifically, it is necessary for the CITY to acquire a fee simple interest in the portion of the SUBJECT PROPERTY described in the legal descriptions attached hereto and incorporated herein by this reference as Exhibit “A” and depicted on the map attached hereto and incorporated herein by this reference as Exhibit “B” (“FEE INTEREST”).

C. On June 1, 2017, the CITY mailed a *Government Code* § 7267.2 offer letter to CHUCHUA, owners of record of the SUBJECT PROPERTY, for the acquisition of the FEE INTEREST for the construction of the PROJECT.

D. CHUCHUA is in the process of selling the SUBJECT PROPERTY to Aries Building Systems. CHUCHUA previously entered into agreements for sale of the SUBJECT PROPERTY to Mr. Shaoul Levy, Manager, Levy Affiliated Holdings, LLC (together, “Levy”), which sale did not close as a result of Levy’s default, and for which there remains an open escrow and Levy has refused to executed cancellation instructions.

E. By entering into this Agreement, the PARTIES desire to resolve all issues related to the granting of the FEE INTEREST by CHUCHUA to the CITY and enter into this Agreement to FINALLY, FULLY and COMPREHENSIVELY settle and avoid legal action.

NOW THEREFORE, in consideration of the covenants herein contained, and based upon the representations in the above Recitals, which are incorporated by this reference into the terms of the Agreement, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the PARTIES hereby agree as follows, in full and complete settlement of this matter:

**AGREEMENT:**

1. **Consideration.** CHUCHUA grants the FEE INTEREST to the CITY for a payment of Forty Thousand Dollars and Zero Cents (\$40,000.00) (“Settlement Amount”).
2. **Improvements to be Completed by CITY.** CITY shall install a curb and gutter along the length of the SUBJECT PROPERTY on Goetz Road.
3. **Further Compensation.** CHUCHUA hereby acknowledges that the Settlement Amount and terms of this Agreement constitute full and just compensation for the FEE INTEREST and any and all other claims, including, but not limited to, compensation for loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorney’s fees, expert’s fees, litigation expenses and court costs recoverable pursuant to Code of Civil Procedure § 1268.710, and revenue, if any, that CHUCHUA may have arising out of the CITY’s acquisition of the FEE INTEREST. CHUCHUA hereby waives any rights to additional compensation for the FEE INTEREST other than the compensation set forth herein.

4. **Escrow.** The conveyance of the FEE INTEREST to the City shall be accomplished through the same escrow for the sale of the SUBJECT PROPERTY. The City shall pay all escrow fees related to this transaction.

a. CHUCHUA shall make the following deposits into escrow:

i. CHUCHUA shall deposit into escrow a Grant Deed substantially in the form and substance of Exhibit "C" to this Agreement conveying the fee simple interest in a portion of APN 330-100-024 to the City for street right-of-way.

b. The CITY shall make the following deposits into escrow:

i. The Settlement Amount, by a check or warrant payable to Brian N. Chuchua and Kerstin E. Chuchua, as Trustees of the Chuchua Family Trust, dated October 25, 2007.

ii. A certificate of acceptance for the Grant Deed deposited into escrow by CHUCHUA.

c. The order of recording documents pertinent to the transaction between the PARTIES shall be as follows:

i. Grant Deed deposited into escrow by CHUCHUA.

ii. Recordable documents evidencing the sale of the SUBJECT PROPERTY to Aries Building Systems.

d. The escrow officer shall disburse funds and deliver documents from escrow as follows:

i. Deliver the check for the Settlement Amount to CHUCHUA.

ii. Deliver a conformed copy of the recorded Grant Deed to counsel for the City.

5. **Ownership of the SUBJECT PROPERTY.** CHUCHUA represents and warrants as a material term of this Agreement that CHUCHUA has not heretofore assigned, transferred, released, or granted, or purported to assign, transfer, release, or grant, any claim

disposed of by this Agreement, and that CHUCHUA is the owner of the SUBJECT PROPERTY. In executing this Agreement, CHUCHUA further warrants and represents that none of the claims released by CHUCHUA hereunder have been, or will in the future be, assigned, conveyed, or transferred in any fashion to any other person and/or entity.

6. **Representations.** Each of the PARTIES agrees and represents that they have made such investigation of the facts pertaining to this Agreement and all matters pertaining hereto as they have determined reasonable and necessary. This Agreement is intended to be final and binding among the PARTIES hereto.

7. **CHUCHUA's Release.** Except as provided herein, CHUCHUA, for itself and all of its successors, assigns, and agents, do hereby fully and forever release and discharge the CITY and all of its successors, assigns, and agents from any and all claims, including, but not limited to, claims for fair market value beyond the Settlement Amount and other consideration set forth in this Agreement, loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorney's fees, expert's fees, litigation expenses and court costs recoverable pursuant to Code of Civil Procedure § 1268.710, claims to improvements to realty, rights, costs, statutory interest relocation benefits, any other damages, costs or expenses arising from any and all actions of the CITY, and compensation of any nature whatsoever, which CHUCHUA has or may hereafter accrue, including without limitation, any and all known and unknown, foreseen and unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the CITY's acquisition of the FEE INTEREST.

8. **CITY's Release.** Except as provided herein, the CITY for itself and all of its successors, assigns, and agents, does hereby fully and forever release and discharge CHUCHUA and all of its successors, assigns, and agents from any and all claims, rights, costs,

relocation benefits, any other damages, costs or expenses arising from any and all actions of CHUCHUA, and compensation of any nature whatsoever, which the CITY has or may hereafter accrue, including without limitation, any and all known and unknown, foreseen and unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the CITY's acquisition of the FEE INTEREST.

9. **Waivers.** It is the intention and understanding of the PARTIES hereto that the Agreement shall be effective as a full and final accord and satisfaction and compromise and release of each and every settled or released matter pertaining or related to the FEE INTEREST. In connection with such compromise, waiver and relinquishment, the PARTIES acknowledge that they are aware that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the conveyance of the FEE INTEREST between the PARTIES on the subject matter of this instrument, but that, except as is otherwise provided herein, it is their intention hereby to fully, finally and forever settle and release all matters, disputes and differences, known or unknown, suspected or unsuspected, which do now exist, may exist, or heretofore have existed, and that in furtherance of such intention, the release actually given herein shall be and remain in effect as a full and complete general release, notwithstanding the discovery or existence of any such additional or different facts. In furtherance of this intention, the PARTIES acknowledge that they are familiar with Section 1542 of the *Civil Code* of the State of California which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

The PARTIES hereby expressly waive or relinquish any right or benefit which they have, or might have, under Section 1542 of the *Civil Code* of the State of California and all other similar

provisions of law of other jurisdictions to the fullest extent allowed by law. Notwithstanding the foregoing, nothing in this Section 9 is intended to waive or relinquish (i) the obligations imposed by this Agreement, or (ii) any future or unknown acts of intentional fraud, deceit or misrepresentation.

CHUCHUA Representative Initials: \_\_\_\_\_

CITY Representative's Initials: \_\_\_\_\_

**OTHER TERMS AND PROVISIONS:**

10. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California. The PARTIES expressly agree that any disputes, disagreements or actions shall be venued with the Superior Court of Riverside County, State of California.

11. **Integrated Agreement.** This Agreement contains the entire understanding and agreement between the PARTIES, and the terms and conditions contained herein shall inure to the benefit of, and be binding upon the PARTIES hereto. No other representations, or other prior or contemporaneous agreements, whether oral or written, respecting such matters not specifically incorporated herein shall be deemed in any way to exist or bind any of the PARTIES hereto.

12. **Modification.** No supplement, modification, amendment, or waiver of any provision of this Agreement shall be binding unless executed in writing by all of the PARTIES. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision whether or not similar, nor shall waiver constitute a continuing waiver.

13. **Binding on Successors.** This Agreement and the covenants and conditions contained herein shall obligate, bind, extend to and inure to the benefit of the PARTIES and each of their respective successors in interest.

14. **Future Cooperation.** The PARTIES expressly agree to execute documents, provide information, and to cooperate in good faith to effectuate the purpose of this Agreement.

15. **Counterparts.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and shall constitute an agreement to be effective as of the date of signing. Further, signatures transmitted and memorialized by facsimile shall be deemed to have the same weight and effect as an original signature. The PARTIES may agree that an original signature will be substituted at some later time for any facsimile signature.

16. **Authority.** The persons executing this Agreement on behalf of the PARTIES hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

17. **Invalid Clause May Be Severed.** If any provision, clause, or part of the Agreement is adjudged illegal, invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

**[SIGNATURES ON THE FOLLOWING PAGE]**



I have carefully read and fully understand, and hereby execute, this Agreement.

Brian N. Chuchua and Kerstin E. Chuchua, as  
Trustees of the Chuchua Family Trust, dated  
October 25, 2007

---

Brian N. Chuchua

---

Kerstin E. Chuchua

I have carefully read and fully understand, and hereby execute, this Agreement.

CITY OF PERRIS, a municipal corporation

---

Richard Belmudez, City Manager

ATTEST:

---

Nancy Salazar  
City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Nicolas D. Papajohn  
Attorney for the CITY OF PERRIS

**[END SIGNATURES]**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
[on following page]

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**A.P.N. 330-100-024**

**PARCEL "A"**

THOSE PORTIONS OF LOTS 7 AND 8 OF EHRMAN'S SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 11 OF MAPS, AT PAGE 544, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

**BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7;**

THENCE SOUTH 89° 48' 19" EAST, ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 34.93 FEET TO A POINT ON A LINE THAT IS PARLLEL WITH AND 64.00 FEET EASTERLY OF, AT A RIGHT ANGLE TO, THE CENTERLINE OF GOETZ ROAD, AS SHOWN ON THE PERRIMESA TRACT, BY MAP ON FILE IN BOOK 16 OF, RECORDS OF SURVEY, AT PAGE 14, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 42' 45" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 662.57 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 8;

THENCE NORTH 89° 46' 15" WEST, ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 34.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8;

THENCE NORTH 00° 37' 57" EAST, A DISTANCE OF 662.54 FEET TO THE POINT OF BEGINNING;

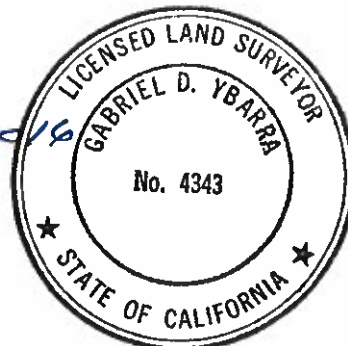
SAID LAND IS LOCATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, CALIFORNIA AND CONTAINS 22,833 SQUARE FEET, MORE OR LESS.

THE ABOVE DESCRIBED PARCEL OF LAND IS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THE BEARINGS AND DISTANCES SHOWN ON EXHIBITS "A" AND "B" ARE GRID AND BASED UPON THE CALIFORNIA COORDINATE SYSTEM ZONE 6, NAD 83, EPOCH 2011.00. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING THE GRID DISTANCES SHOWN BY 0.99992229.

PREPARED UNDER THE SUPERVISION OF

  
GABRIEL D. YBARRA      12-7-2016      DATE  
LAND SURVEYOR NO. 4343  
REGISTRATION EXPIRES 06-30-2018



**EXHIBIT "B"**  
**PLAT MAP**  
[on following page]

# EXHIBIT "B" PLAT

SHEET 1 OF 1 SHEET

SHOWING THE PROPOSED ACQUISITION OF RIGHT-OF-WAY OVER PORTIONS OF LOTS 7 AND 8 OF EHRMAN'S SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 11 OF MAPS, AT PAGE 544, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

**BRIAN N. CHUCHUA AND  
KERSTIN E. CHUCHUA  
A.P.N. 330-100-024**

### LINE DATA

N	BEARING	DISTANCE
①	S 89°48'19" E	34.93'
②	N 89°46'15" W	34.00'



PREPARED UNDER THE SUPERVISION OF:

*Gabriel D. Ybarra* 11/01/16  
 GABRIEL D. YBARRA L/S, 4343 DATE

**Record Owner:**

Brian N. Chuchua  
 Kerstin E. Chuchua  
 290 S. Mohler Drive  
 Anaheim, CA 92808-1323

**Exhibit prepared by:**

Action Surveys  
 1045 Main Street, Suite 102  
 Riverside, CA 92501  
 (951) 686-6166

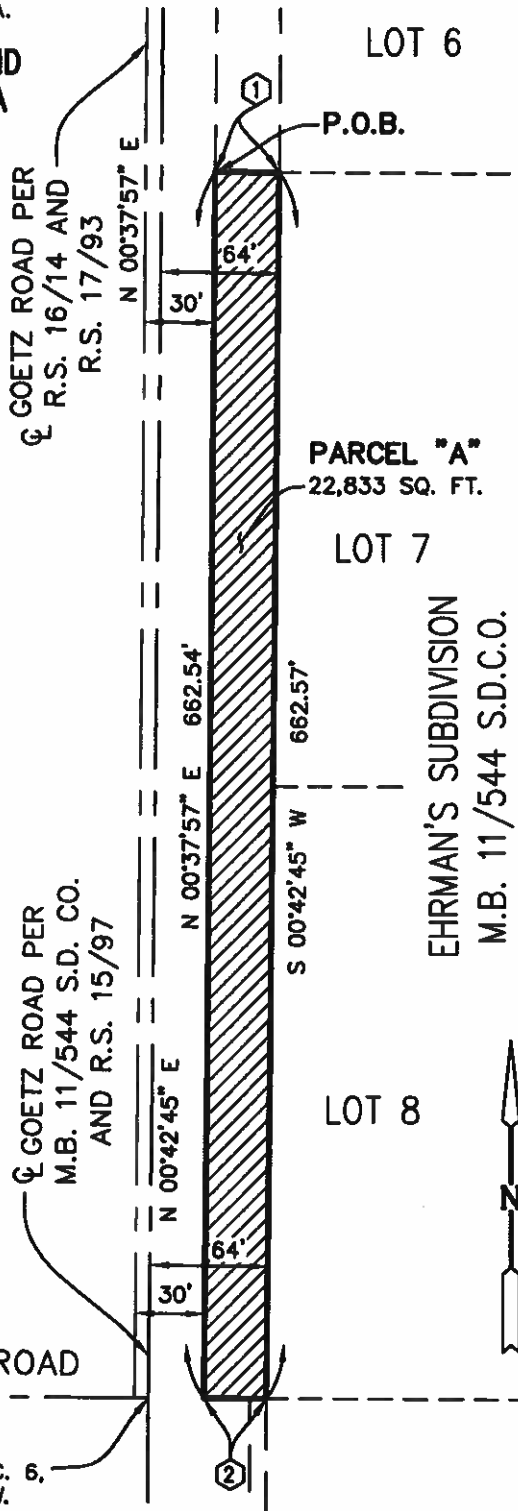
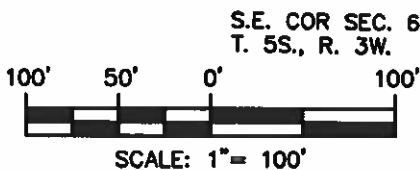
**Exhibit prepared for:**

Tri Lake Consultants, Inc.  
 24 S. "D" Street, Suite 100  
 Perris, CA 92570  
 (951) 943-6504

**Scale: 1" = 100'**

**Assessor's Parcel Numbers:**  
 330-100-024

**Date Exhibit Prepared:**  
 November 1, 2016



**EXHIBIT "C"**  
**GRANT DEED**  
[on following page]

FREE RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

City of Perris  
101 North D Street  
Attn: Judy Haughney, Assistant City Clerk

---

(Space Above This Line for Recorder's Office Use Only)  
(Exempt from Recording Fee per Gov. Code § 6103)

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Brian N. Chuchua and Kerstine E. Chuchua, as Trustees of the Chuchua Family Trust, dated October 25, 2007, hereby grant(s) to the CITY OF PERRIS, a municipal corporation and general law city ("Grantee"), the fee simple interest in that certain portion of the real property located on the northeast corner of Goetz Road and Mapes Road, in the City of Perris, County of Riverside, California, which is referred to as Assessor's Parcel Number ("APN") 330-100-024, that is identified and described in the Legal Description attached hereto and incorporated herein as Exhibit "A" and depicted on the map attached hereto and incorporated herein as Exhibit "B."

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers or agents hereunto as of the date first above written.

**"GRANTOR":**

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

By: \_\_\_\_\_  
Brian N. Chuchua

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

By: \_\_\_\_\_  
Kerstin E. Chuchua

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made and executed as of \_\_\_\_\_, 2019 by and between the CITY OF PERRIS, a municipal corporation (hereinafter “CITY”), and LOMITAS, L.P., a California limited partnership (hereinafter referred to as “LOMITAS”). Hereinafter the CITY and LOMITAS shall be collectively referred to as the “PARTIES” and each individually as a “PARTY” and with reference to the following definitions and recitals:

**RECITALS:**

A. The City seeks to acquire a portion of the property located on the east side of Goetz Road, approximately 993 feet north of Mapes Road, in the City of Perris, County of Riverside, California, with Assessor’s Parcel Number 330-100-005 (“SUBJECT PROPERTY”) for the Goetz Road Improvement Project (“PROJECT”).

B. Specifically, it is necessary for the CITY to acquire a fee simple interest in the portion of the SUBJECT PROPERTY described in the legal descriptions attached hereto and incorporated herein by this reference as Exhibit “A” and depicted on the map attached hereto and incorporated herein by this reference as Exhibit “B” (“FEE INTEREST”).

C. On June 1, 2017, the CITY mailed a *Government Code* § 7267.2 offer letter to LOMITAS, owner of record of the SUBJECT PROPERTY, for the acquisition of the FEE INTEREST for the construction of the PROJECT.

D. On January 29, 2019, the CITY adopted a resolution of necessity pursuant to Code of Civil Procedure sections 1245.220 and 1245.230, authorizing acquisition of the FEE INTEREST by the exercise of the power of eminent domain. However, as of the date of this Agreement, the CITY has not filed an eminent domain action.



E. Thereafter, the PARTIES entered into negotiations for the acquisition of the FEE INTEREST.

F. By entering into this Agreement, the PARTIES desire to resolve all issues related to the granting of the FEE INTEREST by LOMITAS to the CITY and enter into this Agreement to FINALLY, FULLY and COMPREHENSIVELY settle and avoid legal action.

NOW THEREFORE, in consideration of the covenants herein contained, and based upon the representations in the above Recitals, which are incorporated by this reference into the terms of the Agreement, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the PARTIES hereby agree as follows, in full and complete settlement of this matter:

**AGREEMENT:**

1. **Consideration.** LOMITAS grants the FEE INTEREST to the CITY for a payment of Twenty Six Thousand Six Hundred Fifty Seven Dollars and Fifty Cents (\$26,657.50) (“Settlement Amount”). A form of the Grant Deed is attached hereto as Exhibit “C,” and LOMITAS is to return a signed and notarized original of same to the CITY. The CITY shall deliver to LOMITAS a check in the amount of \$26,657.50 payable to Lomitas, L.P., within 15 days of the successful recordation of the Grant Deed.

2. **Further Compensation.** LOMITAS hereby acknowledges that the Settlement Amount and terms of this Agreement constitute full and just compensation for the FEE INTEREST and any and all other claims, including, but not limited to, compensation for loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorney’s fees, expert’s fees, litigation expenses and court costs recoverable pursuant to Code of Civil Procedure § 1268.710, and revenue, if any,

that LOMITAS may have arising out of the CITY's acquisition of the FEE INTEREST. LOMITAS hereby waives any rights to additional compensation for the FEE INTEREST other than the compensation set forth herein.

3. **Ownership of the SUBJECT PROPERTY.** LOMITAS represents and warrants as a material term of this Agreement that LOMITAS has not heretofore assigned, transferred, released, or granted, or purported to assign, transfer, release, or grant, any claim disposed of by this Agreement, and that LOMITAS is the owner of the SUBJECT PROPERTY. In executing this Agreement, LOMITAS further warrants and represents that none of the claims released by LOMITAS hereunder have been, or will in the future be, assigned, conveyed, or transferred in any fashion to any other person and/or entity.

4. **Representations.** Each of the PARTIES agrees and represents that they have made such investigation of the facts pertaining to this Agreement and all matters pertaining hereto as they have determined reasonable and necessary. This Agreement is intended to be final and binding among the PARTIES hereto.

5. **LOMITAS's Release.** Except as provided herein, LOMITAS, for itself and all of its successors, assigns, and agents, do hereby fully and forever release and discharge the CITY and all of its successors, assigns, and agents from any and all claims, including, but not limited to, claims for fair market value beyond the Settlement Amount and other consideration set forth in this Agreement, loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorney's fees, expert's fees, litigation expenses and court costs recoverable pursuant to Code of Civil Procedure § 1268.710, claims to improvements to realty, rights, costs, statutory interest relocation benefits, any other damages, costs or expenses arising from any and all actions of the CITY, and compensation of any nature whatsoever, which LOMITAS has or may hereafter accrue,

including without limitation, any and all known and unknown, foreseen and unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the CITY's acquisition of the FEE INTEREST.

6. **CITY's Release.** Except as provided herein, the CITY for itself and all of its successors, assigns, and agents, does hereby fully and forever release and discharge LOMITAS and all of its successors, assigns, and agents from any and all claims, rights, costs, relocation benefits, any other damages, costs or expenses arising from any and all actions of LOMITAS, and compensation of any nature whatsoever, which the CITY has or may hereafter accrue, including without limitation, any and all known and unknown, foreseen and unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the CITY's acquisition of the FEE INTEREST.

7. **Waivers.** It is the intention and understanding of the PARTIES hereto that the Agreement shall be effective as a full and final accord and satisfaction and compromise and release of each and every settled or released matter pertaining or related to the FEE INTEREST. In connection with such compromise, waiver and relinquishment, the PARTIES acknowledge that they are aware that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the conveyance of the FEE INTEREST between the PARTIES on the subject matter of this instrument, but that, except as is otherwise provided herein, it is their intention hereby to fully, finally and forever settle and release all matters, disputes and differences, known or unknown, suspected or unsuspected, which do now exist, may exist, or heretofore have existed, and that in furtherance of such intention, the release actually given herein shall be and remain in effect as a full and complete general release, notwithstanding the discovery or existence of any such additional or different facts. In furtherance of this intention, the PARTIES acknowledge that they are familiar with Section 1542 of the *Civil Code* of the State of California which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

The PARTIES hereby expressly waive or relinquish any right or benefit which they have, or might have, under Section 1542 of the *Civil Code* of the State of California and all other similar provisions of law of other jurisdictions to the fullest extent allowed by law. Notwithstanding the foregoing, nothing in this Section 7 is intended to waive or relinquish (i) the obligations imposed by this Agreement, or (ii) any future or unknown acts of intentional fraud, deceit or misrepresentation.

LOMITAS Representative's Initials: \_\_\_\_\_

CITY Representative's Initials: \_\_\_\_\_

**OTHER TERMS AND PROVISIONS:**

8. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California. The PARTIES expressly agree that any disputes, disagreements or actions shall be venued with the Superior Court of Riverside County, State of California.

9. **Integrated Agreement.** This Agreement contains the entire understanding and agreement between the PARTIES, and the terms and conditions contained herein shall inure to the benefit of, and be binding upon the PARTIES hereto. No other representations, or other prior or contemporaneous agreements, whether oral or written, respecting such matters not specifically incorporated herein shall be deemed in any way to exist or bind any of the PARTIES hereto.

10. **Modification.** No supplement, modification, amendment, or waiver of any provision of this Agreement shall be binding unless executed in writing by all of the PARTIES. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision whether or not similar, nor shall waiver constitute a continuing waiver.

11. **Binding on Successors.** This Agreement and the covenants and conditions contained herein shall obligate, bind, extend to and inure to the benefit of the PARTIES and each of their respective successors in interest.

12. **Future Cooperation.** The PARTIES expressly agree to execute documents, provide information, and to cooperate in good faith to effectuate the purpose of this Agreement.

13. **Counterparts.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and shall constitute an agreement to be effective as of the date of signing. Further, signatures transmitted and memorialized by facsimile shall be deemed to have the same weight and effect as an original signature. The PARTIES may agree that an original signature will be substituted at some later time for any facsimile signature.

14. **Authority.** The persons executing this Agreement on behalf of the PARTIES hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

15. **Invalid Clause May Be Severed.** If any provision, clause, or part of the Agreement is adjudged illegal, invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

**[SIGNATURES ON THE FOLLOWING PAGE]**

I have carefully read and fully understand, and hereby execute, this Agreement.

LOMITAS, L.P., a California limited partnership  
By: Catanzarite & Co., Inc., General Partner

---

Kenneth J. Catanzarite  
President

I have carefully read and fully understand, and hereby execute, this Agreement.

CITY OF PERRIS, a municipal corporation

---

Richard Belmudez, City Manager

ATTEST:

---

Nancy Salazar  
City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
June S. Ailin  
Attorney for the CITY OF PERRIS

**[END SIGNATURES]**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**[on following page]**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**A.P.N. 330-100-005**

**PARCEL "A"**

THAT PORTION OF LOT 5 OF EHRMAN'S SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 11 OF MAPS, AT PAGE 544, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

**BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5, AS SHOWN BY MAP ON FILE IN BOOK 80 OF RECORDS OF SURVEY, AT PAGE 31, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;**

THENCE SOUTH 89° 50' 23" EAST, ALONG THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 35.85 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 64.00 FEET EASTERLY OF, AT A RIGHT ANGLE TO, THE CENTERLINE OF GOETZ ROAD, AS SHOWN ON THE PERRIMESA TRACT, BY MAP ON FILE IN BOOK 16 OF, RECORDS OF SURVEY, AT PAGE 14, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 42' 45" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 331.28 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5;

THENCE NORTH 89° 49' 21" WEST, ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 35.39 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5;


THENCE NORTH 00° 37' 57" EAST, A DISTANCE OF 331.27 FEET TO THE POINT OF BEGINNING;

SAID LAND IS LOCATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, CALIFORNIA AND CONTAINS 11,799 SQUARE FEET, MORE OR LESS.

THE ABOVE DESCRIBED PARCEL OF LAND IS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THE BEARINGS AND DISTANCES SHOWN ON EXHIBITS "A" AND "B" ARE GRID AND BASED UPON THE CALIFORNIA COORDINATE SYSTEM ZONE 6, NAD 83, EPOCH 2011.00. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING THE GRID DISTANCES SHOWN BY 0.99992229.

PREPARED UNDER THE SUPERVISION OF

  
GABRIEL D. YBARRA      DATE 12-7-2016  
LAND SURVEYOR NO. 4343  
REGISTRATION EXPIRES 06-30-2018  
2016-07Lomitasllc





**EXHIBIT "B"**  
**PLAT MAP**  
[on following page]

# EXHIBIT "B" PLAT

SHEET 1 OF 1 SHEET

SHOWING THE PROPOSED ACQUISITION OF RIGHT-OF-WAY OVER A PORTION OF LOT 5 OF EHRMAN'S SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 11 PAGE 544, OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

**LOMITAS, LLC**  
**A.P.N. 330-100-005**

### LINE DATA

(N)	BEARING	DISTANCE
①	S 89°50'23" E	35.85'
②	N 89°49'21" W	35.39'



PREPARED UNDER THE SUPERVISION OF:  
*G.D. Ybarra* 11/01/16  
GABRIEL D. YBARRA, L.S. 4343 DATE

**Record Owner:**  
Lomitas, LLC  
Catanzarite Law Corporation  
2331 West Lincoln Avenue  
Anaheim, CA 92801

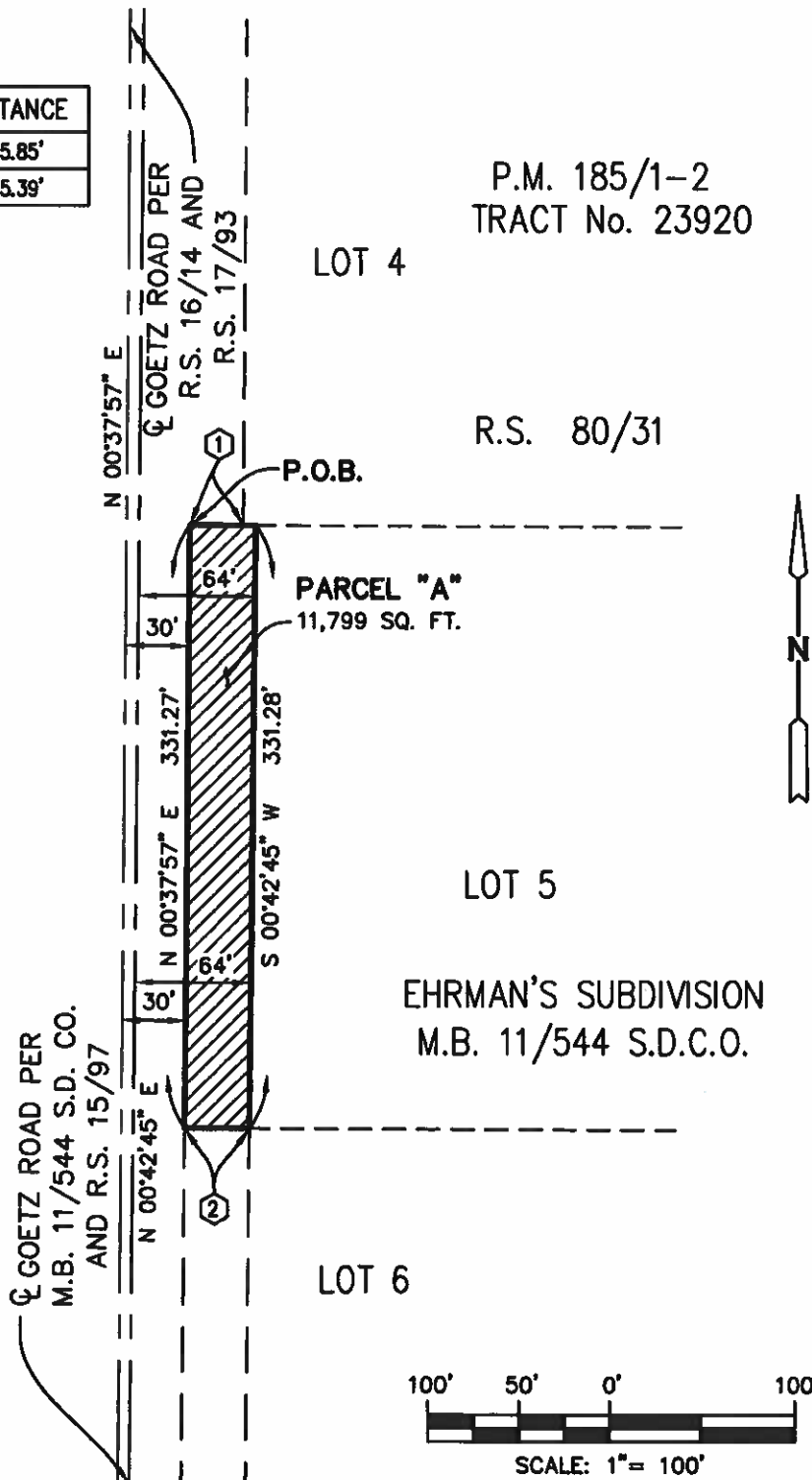
**Exhibit prepared by:**  
Action Surveys  
1045 Main Street, Suite 102  
Riverside, CA 92501  
(951) 686-6166

**Exhibit prepared for:**  
Tri Lake Consultants, Inc.  
24 S. "D" Street, Suite 100  
Perris, CA 92570  
(951) 943-6504

**Scale:** 1" = 100'

**Assessor's Parcel Numbers:**  
330-100-005

**Date Exhibit Prepared:**  
November 1, 2016



**EXHIBIT "C"**  
**GRANT DEED**  
**[on following page]**

FREE RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

City of Perris  
101 North D Street  
Attn: Judy Haughney, Assistant City Clerk

---

(Space Above This Line for Recorder's Office Use Only)  
(Exempt from Recording Fee per Gov. Code § 6103)

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, LOMITAS, L.P., a California limited partnership, successor in interest by way of merger with Lomitas, LLC ("Grantor") hereby grant(s) to the CITY OF PERRIS, a municipal corporation and general law city ("Grantee"), the fee simple interest in that certain portion of the real property located on the east side of Goetz Road, approximately 993 feet north of Mapes Road, in the City of Perris, County of Riverside, California, which is referred to as Assessor's Parcel Number ("APN") 330-100-005, that is identified and described in the Legal Description attached hereto and incorporated herein as Exhibit "A" and depicted on the map attached hereto and incorporated herein as Exhibit "B."

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers or agents hereunto as of the date first above written.

**"GRANTOR":**

LOMITAS, L.P., a California limited partnership

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

By: \_\_\_\_\_  
Kenneth J. Catanzarite  
Managing Member

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made and executed as of \_\_\_\_\_, 2019 by and between the CITY OF PERRIS, a municipal corporation (hereinafter “CITY”), and KENNETH J. CATANZARITE, a married man (hereinafter referred to as “CATANZARITE”). Hereinafter the CITY and CATANZARITE shall be collectively referred to as the “PARTIES” and each individually as a “PARTY” and with reference to the following definitions and recitals:

**RECITALS:**

A. The City seeks to acquire a portion of the property located on the east side of Goetz Road, approximately 663 feet north of Mapes Road, in the City of Perris, County of Riverside, California, with Assessor’s Parcel Number 330-100-006 (“SUBJECT PROPERTY”) for the Goetz Road Improvement Project (“PROJECT”).

B. Specifically, it is necessary for the CITY to acquire a fee simple interest in the portion of the SUBJECT PROPERTY described in the legal descriptions attached hereto and incorporated herein by this reference as Exhibit “A” and depicted on the map attached hereto and incorporated herein by this reference as Exhibit “B” (“FEE INTEREST”).

C. On June 1, 2017, the CITY mailed a *Government Code* § 7267.2 offer letter to CATANZARITE, owner of record of the SUBJECT PROPERTY, for the acquisition of the FEE INTEREST for the construction of the PROJECT.

D. On January 29, 2019, the CITY adopted a resolution of necessity pursuant to Code of Civil Procedure sections 1245.220 and 1245.230, authorizing acquisition of the FEE INTEREST by the exercise of the power of eminent domain. However, as of the date of this Agreement, the CITY has not filed an eminent domain action.

E. Thereafter, the PARTIES entered into negotiations for the acquisition of the FEE INTEREST.

F. By entering into this Agreement, the PARTIES desire to resolve all issues related to the granting of the FEE INTEREST by CATANZARITE to the CITY and enter into this Agreement to FINALLY, FULLY and COMPREHENSIVELY settle and avoid legal action.

NOW THEREFORE, in consideration of the covenants herein contained, and based upon the representations in the above Recitals, which are incorporated by this reference into the terms of the Agreement, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the PARTIES hereby agree as follows, in full and complete settlement of this matter:

**AGREEMENT:**

1. **Consideration.** CATANZARITE grants the FEE INTEREST to the CITY for a payment of Twenty Three Thousand Three Hundred Forty Two Dollars and Fifty Cents (\$23,342.50) ("Settlement Amount"). A form of the Grant Deed is attached hereto as Exhibit "C," and CATANZARITE is to return a signed and notarized original of same to the CITY. The CITY shall deliver to CATANZARITE a check in the amount of \$23,342.50 payable to Kenneth J. Catanzarite, within 15 days of the successful recordation of the Grant Deed.

2. **Further Compensation.** CATANZARITE hereby acknowledges that the Settlement Amount and terms of this Agreement constitute full and just compensation for the FEE INTEREST and any and all other claims, including, but not limited to, compensation for loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorney's fees, expert's fees, litigation

expenses and court costs recoverable pursuant to Code of Civil Procedure § 1268.710, and revenue, if any, that CATANZARITE may have arising out of the CITY's acquisition of the FEE INTEREST. CATANZARITE hereby waives any rights to additional compensation for the FEE INTEREST other than the compensation set forth herein.

3. **Ownership of the SUBJECT PROPERTY.** CATANZARITE represents and warrants as a material term of this Agreement that CATANZARITE has not heretofore assigned, transferred, released, or granted, or purported to assign, transfer, release, or grant, any claim disposed of by this Agreement, and that CATANZARITE is the owner of the SUBJECT PROPERTY. In executing this Agreement, CATANZARITE further warrants and represents that none of the claims released by CATANZARITE hereunder have been, or will in the future be, assigned, conveyed, or transferred in any fashion to any other person and/or entity.

4. **Representations.** Each of the PARTIES agrees and represents that they have made such investigation of the facts pertaining to this Agreement and all matters pertaining hereto as they have determined reasonable and necessary. This Agreement is intended to be final and binding among the PARTIES hereto.

5. **CATANZARITE's Release.** Except as provided herein, CATANZARITE, for itself and all of its successors, assigns, and agents, do hereby fully and forever release and discharge the CITY and all of its successors, assigns, and agents from any and all claims, including, but not limited to, claims for fair market value beyond the Settlement Amount and other consideration set forth in this Agreement, loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorney's fees, expert's fees, litigation expenses and court costs recoverable pursuant to Code of Civil Procedure § 1268.710, claims to improvements to realty, rights, costs, statutory interest

relocation benefits, any other damages, costs or expenses arising from any and all actions of the CITY, and compensation of any nature whatsoever, which CATANZARITE has or may hereafter accrue, including without limitation, any and all known and unknown, foreseen and unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the CITY's acquisition of the FEE INTEREST.

6. **CITY's Release**. Except as provided herein, the CITY for itself and all of its successors, assigns, and agents, does hereby fully and forever release and discharge CATANZARITE and all of its successors, assigns, and agents from any and all claims, rights, costs, relocation benefits, any other damages, costs or expenses arising from any and all actions of CATANZARITE, and compensation of any nature whatsoever, which the CITY has or may hereafter accrue, including without limitation, any and all known and unknown, foreseen and unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the CITY's acquisition of the FEE INTEREST.

7. **Waivers**. It is the intention and understanding of the PARTIES hereto that the Agreement shall be effective as a full and final accord and satisfaction and compromise and release of each and every settled or released matter pertaining or related to the FEE INTEREST. In connection with such compromise, waiver and relinquishment, the PARTIES acknowledge that they are aware that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the conveyance of the FEE INTEREST between the PARTIES on the subject matter of this instrument, but that, except as is otherwise provided herein, it is their intention hereby to fully, finally and forever settle and release all matters, disputes and differences, known or unknown, suspected or unsuspected, which do now exist, may exist, or heretofore have existed, and that in furtherance of such intention, the release actually given herein shall be and remain in effect as a full and complete general release, notwithstanding the discovery or existence of any such



additional or different facts. In furtherance of this intention, the PARTIES acknowledge that they are familiar with Section 1542 of the *Civil Code* of the State of California which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

The PARTIES hereby expressly waive or relinquish any right or benefit which they have, or might have, under Section 1542 of the *Civil Code* of the State of California and all other similar provisions of law of other jurisdictions to the fullest extent allowed by law. Notwithstanding the foregoing, nothing in this Section 7 is intended to waive or relinquish (i) the obligations imposed by this Agreement, or (ii) any future or unknown acts of intentional fraud, deceit or misrepresentation.

CATANZARITE Initials: \_\_\_\_\_

CITY Representative's Initials: \_\_\_\_\_

#### **OTHER TERMS AND PROVISIONS:**

8. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California. The PARTIES expressly agree that any disputes, disagreements or actions shall be venued with the Superior Court of Riverside County, State of California.

9. **Integrated Agreement.** This Agreement contains the entire understanding and agreement between the PARTIES, and the terms and conditions contained herein shall inure to the benefit of, and be binding upon the PARTIES hereto. No other representations, or other prior or contemporaneous agreements, whether oral or written, respecting such matters not specifically incorporated herein shall be deemed in any way to exist or bind any of the PARTIES hereto.

10. **Modification.** No supplement, modification, amendment, or waiver of any provision of this Agreement shall be binding unless executed in writing by all of the PARTIES. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision whether or not similar, nor shall waiver constitute a continuing waiver.

11. **Binding on Successors.** This Agreement and the covenants and conditions contained herein shall obligate, bind, extend to and inure to the benefit of the PARTIES and each of their respective successors in interest.

12. **Future Cooperation.** The PARTIES expressly agree to execute documents, provide information, and to cooperate in good faith to effectuate the purpose of this Agreement.

13. **Counterparts.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and shall constitute an agreement to be effective as of the date of signing. Further, signatures transmitted and memorialized by facsimile shall be deemed to have the same weight and effect as an original signature. The PARTIES may agree that an original signature will be substituted at some later time for any facsimile signature.

14. **Authority.** The persons executing this Agreement on behalf of the PARTIES hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

15. **Invalid Clause May Be Severed.** If any provision, clause, or part of the Agreement is adjudged illegal, invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

**[SIGNATURES ON THE FOLLOWING PAGE]**

I have carefully read and fully understand, and hereby execute, this Agreement.

KENNETH J. CATANZARITE, a married man

---

Kenneth J. Catanzarite

I have carefully read and fully understand, and hereby execute, this Agreement.

CITY OF PERRIS, a municipal corporation

---

Richard Belmudez, City Manager

ATTEST:

---

Nancy Salazar  
City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
June S. Ailin  
Attorney for the CITY OF PERRIS

**[END SIGNATURES]**

EXHIBIT "A"  
LEGAL DESCRIPTION  
[on following page]

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**A.P.N. 330-100-006**

**PARCEL "A"**

THAT PORTION OF LOT 6 OF EHRMAN'S SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 11 OF MAPS, AT PAGE 544, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

**BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6;**

THENCE SOUTH 89° 49' 21" EAST, ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 35.39 FEET TO A POINT ON A LINE THAT IS PARLLEL WITH AND 64.00 FEET EASTERLY OF, AT A RIGHT ANGLE TO, THE CENTERLINE OF GOETZ ROAD, AS SHOWN ON THE PERRIMESA TRACT, BY MAP ON FILE IN BOOK 16 OF, RECORDS OF SURVEY, AT PAGE 14, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 42' 45" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 331.28 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6;

THENCE NORTH 89° 48' 19" WEST, ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 34.93 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6;

THENCE NORTH 00° 37' 57" EAST, A DISTANCE OF 331.27 FEET TO **THE POINT OF BEGINNING;**

SAID LAND IS LOCATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, CALIFORNIA AND CONTAINS 11,646 SQUARE FEET, MORE OR LESS.

THE ABOVE DESCRIBED PARCEL OF LAND IS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THE BEARINGS AND DISTANCES SHOWN ON EXHIBITS "A" AND "B" ARE GRID AND BASED UPON THE CALIFORNIA COORDINATE SYSTEM ZONE 6, NAD 83, EPOCH 2011.00. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING THE GRID DISTANCES SHOWN BY 0.99992229.

PREPARED UNDER THE SUPERVISION OF

 12-7-2016

GABRIEL D. YBARRA                      DATE  
LAND SURVEYOR NO. 4343  
REGISTRATION EXPIRES 06-30-2018  
2016-07KennethJCantanzarite



**EXHIBIT "B"**  
**PLAT MAP**  
[on following page]

# EXHIBIT "B" PLAT

SHOWING THE PROPOSED ACQUISITION OF RIGHT-OF-WAY OVER A PORTION LOT 6 OF EHRMAN'S SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 11 OF MAPS, AT PAGE 544, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

**KENNETH J. CATANZARITE**  
A.P.N. 330-100-006

### LINE DATA

(N)	BEARING	DISTANCE
①	S 89°49'21" E	35.39'
②	N 89°48'19" W	34.93'



PREPARED UNDER THE SUPERVISION OF:

*Gabriel D. Ybarra* 11/01/16  
GABRIEL D. YBARRA L.S. 4343 DATE

**Record Owner:**

Kenneth J. Catanzarite  
2331 West Lincoln Avenue  
Anaheim, CA 92801

**Exhibit prepared by:**

Action Surveys  
1045 Main Street, Suite 102  
Riverside, CA 92501  
(951) 686-6166

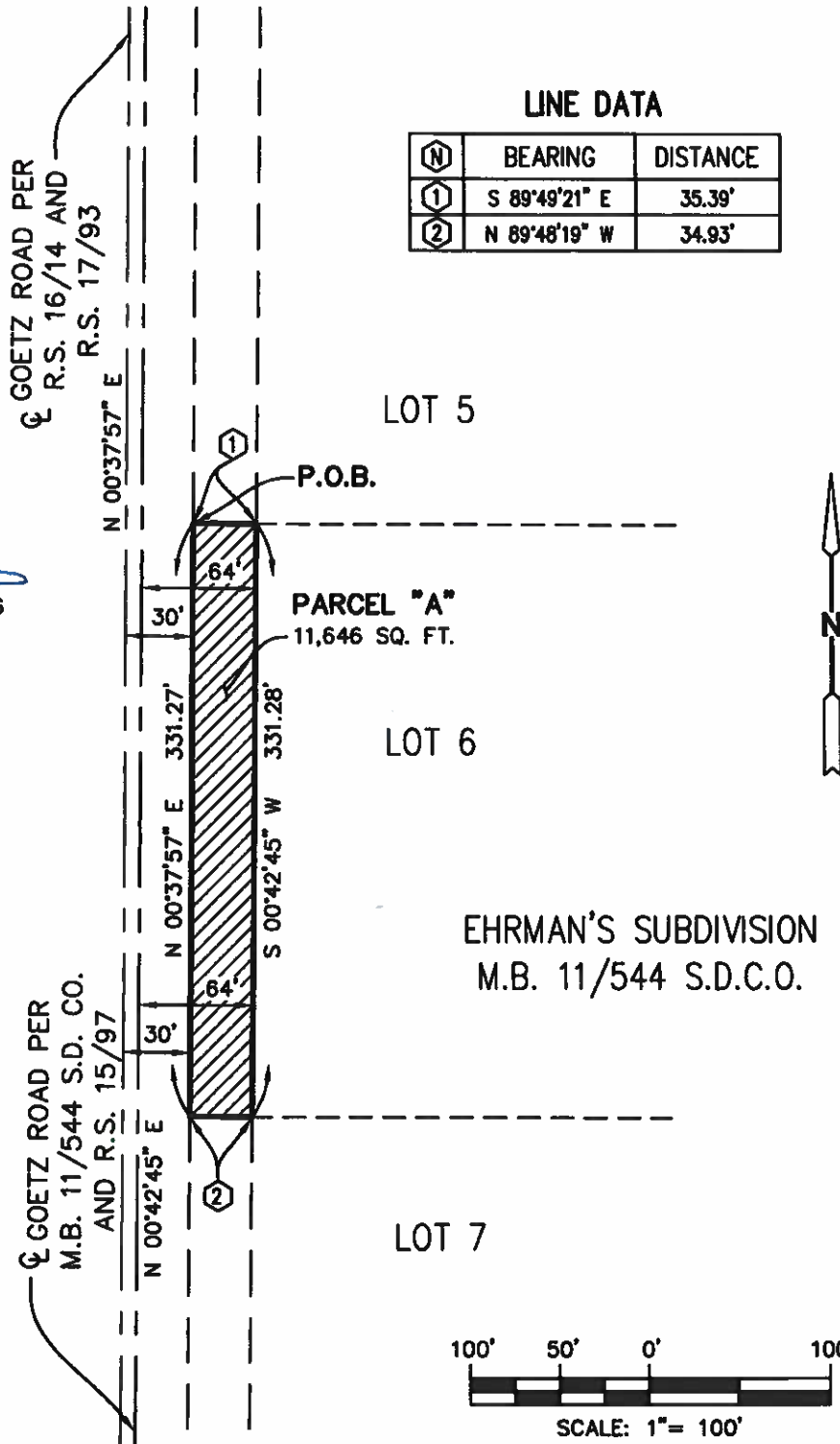
**Exhibit prepared for:**

Tri Lake Consultants, Inc.  
24 S. "D" Street, Suite 100  
Perris, CA 92570  
(951) 943-6504

**Scale:** 1" = 100'

**Assessor's Parcel Numbers:**  
330-100-006

**Date Exhibit Prepared:**  
November 1, 2016



**EXHIBIT "C"**  
**GRANT DEED**  
**[on following page]**



FREE RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

City of Perris  
101 North D Street  
Attn: Judy Haughney, Assistant City Clerk

---

(Space Above This Line for Recorder's Office Use Only)  
(Exempt from Recording Fee per Gov. Code § 6103)

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, KENNETH J. CATANZARITE, a married man, hereby grant(s) to the CITY OF PERRIS, a municipal corporation and general law city ("Grantee"), the fee simple interest in that certain portion of the real property located on the east side of Goetz Road, approximately 663 feet north of Mapes Road, in the City of Perris, County of Riverside, California, which is referred to as Assessor's Parcel Number ("APN") 330-100-006, that is identified and described in the Legal Description attached hereto and incorporated herein as Exhibit "A" and depicted on the map attached hereto and incorporated herein as Exhibit "B."

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers or agents hereunto as of the date first above written.

**"GRANTOR":**

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

By: \_\_\_\_\_  
Kenneth J. Catanzarite