

GRANT DEED

RIVERSIDE-GLENDALE INVESTMENTS, a limited partnership, Grantor, hereby grants unto the CITY OF RIVERSIDE, a municipal corporation, Grantee, that certain parcel of real property situate in the City of Riverside, County of Riverside, State of California, described as follows:

The Easterly 8 ft. of Lots 22 and 23 C. J. Gill's Resubdivision of Block 10, Range 7 of the town of Riverside, in the city of Riverside, as shown on map recorded in book 5, page 71 of Maps, records of San Bernardino County, California.

IN WITNESS WHEREOF the Grantor has executed these presents this 14<sup>th</sup> day of April, 1959.

RIVERSIDE-GLENDALE INVESTMENTS, a limited partnership  
By Theodore Rhodes  
General Partner  
By Harry H. Hulp Jr  
General Partner

Recorded April 17, 1959  
Bk 2453 pg. 459

APPROVED AS TO DESCRIPTION  
J. F. Matinek  
Director of Public Works

By Assistant City Engineer

STATE OF CALIFORNIA,

City and County of San Francisco ss.

On this 14th day of April in the year one thousand nine hundred and fifty nine  
before me, Imogene M. Carr a Notary Public in and for the City and

County of San Francisco, State of California, residing therein,  
duly commissioned and sworn, personally appeared  
THEODORE RHODES and HARRY H. HULP JR

known to me to be ~~xxx~~ the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, in the City and County of San Francisco the day and year in this certificate first above written

Imogene M. Carr  
Notary Public in and for the City and County of San Francisco  
State of California.

A G R E E M E N T

1  
2  
3 THIS AGREEMENT made at Riverside, California, this  
4 14th day of April 1959, by and between RIVERSIDE-  
5 GLENDALE INVESTMENTS, a limited partnership, whose address is  
6 918 Harrison Street, San Francisco 7, California, hereinafter  
7 referred to as "Riverside-Glendale," and the CITY OF RIVERSIDE,  
8 a municipal corporation, hereinafter referred to as the "City,"

## W I T N E S S E T H :

9  
10 1. Riverside-Glendale owns that certain real property in  
11 the City of Riverside, County of Riverside, State of California,  
12 particularly described as Lots 9, 10, 11, 12, 13, 22, and 23 of  
13 C. J. Gill's resubdivision of Block 10, Range 7 of the Town of  
14 Riverside, as shown by map on file in Book 5, page 71, of Maps,  
15 San Bernardino County Records. The said Lots 9, 10, 11, 12, and  
16 13 are also sometimes respectively described by street address as  
17 4061, 4073, 4075, 4079, and 4099 Main Street, Riverside, California,  
18 and said lots are hereinafter referred to as the Main Street lots;  
19 and said Lots 22 and 23 are also sometimes respectively known by  
20 street address as 4078 and 4096 Market Street, Riverside, Cali-  
21 fornia, and said lots are hereinafter referred to as the Market  
22 Street lots.

23 2. Riverside-Glendale proposes to construct a retail store  
24 building upon the Main Street lots and lease the same to the J. C.  
25 Penney Company. Riverside-Glendale also proposes to improve and  
26 prepare the Market Street lots for use for off-street vehicle  
27 parking. The total area of said Market Street lots is sufficient  
28 for the parking of forty-eight (48) vehicles. Under the provisions  
29 of City Ordinance No. 2438 the total number of off-street parking  
30 spaces required to be provided in connection with the store build-  
31 ing to be constructed upon the Main Street lots is one hundred  
32 twenty-three (123). Pursuant to the provisions of said Ordinance

1 No. 2438 Riverside-Glendale has applied to the Board of Zoning  
2 Adjustment of the City for a variance from said off-street parking  
3 requirements, and said application has been granted subject to the  
4 following conditions which must be met before such variance shall  
5 be effective:

6 (a) That Riverside-Glendale convey to the City a strip  
7 of land eight (8) feet in width immediately adjoining the westerly  
8 side of the public alley now in existence and running in a norther-  
9 ly and southerly direction across the rear of said Market Street  
10 lots.

11 (b) That in lieu of providing the required number of  
12 off-street vehicle parking spaces in connection with the building  
13 to be constructed on said Main Street lots, Riverside-Glendale and  
14 the City enter into an agreement containing the provisions set  
15 forth below in this instrument.

16 3. In consideration of the premises recited above and in  
17 further consideration of the covenants hereinafter contained upon  
18 the part of the City, Riverside-Glendale covenants and agrees as  
19 follows:

20 (a) Riverside-Glendale hereby grants an option to  
21 purchase the two Market Street lots to the vehicle parking district  
22 now in the course of organization in the down town area of the City  
23 of Riverside for the total purchase price of Forty-eight Thousand  
24 Seven Hundred Fifty Dollars (\$48,750.00). The option hereby granted  
25 may be exercised at any time within a period of five (5) years from  
26 date of this agreement. Said option may be exercised by written  
27 notice stating the election to exercise the right to purchase  
28 mailed to Riverside-Glendale Investments at 918 Harrison Street,  
29 San Francisco 7, California. Within sixty (60) days following  
30 the mailing of such notice the purchaser shall cause an escrow  
31 to be opened at a responsible title company in the City of Riverside,  
32 and shall deposit in such escrow the full purchase price above set  
forth. Upon the deposit of such purchase price Riverside-Glendale

1 agrees to deposit in such escrow for delivery to the purchaser  
2 a grant deed in the usual form sufficient to convey the said  
3 Market Street lots to the purchaser free and clear of all  
4 encumbrances.

5 If for any reason the organization of the contem-  
6 plated vehicle parking district herein mentioned is not completed,  
7 or if such district is organized but fails or refuses to exercise  
8 the option rights herein granted, then the City shall have the  
9 option to purchase said Market Street lots for the same  
10 and pursuant to the same procedure as is herein provided in the  
11 case of said vehicle parking district.

12 (b) Riverside-Glendale agrees to fully improve the  
13 Market Street lots in accordance with the City's standards and  
14 requirements for off-street parking lots, and to complete such  
15 improvements concurrently with or prior to the opening of the  
16 J. C. Penney Company store upon the Main Street lots. Upon  
17 completion of said improvements Riverside-Glendale agrees to  
18 lease said Market Street lots to the City for off-street parking  
19 purposes for a term of five (5) years at no rent to the City.

20 (c) Riverside-Glendale agrees to pay to the City  
21 the sum of Four Thousand Eight Hundred Ten and 40/100 Dollars  
22 (\$4,810.40) in cash.

23 (d) Riverside-Glendale agrees to cooperate in connec-  
24 tion with the formation of the proposed vehicle parking district,  
25 and to sign the petition for organization thereof, as well as  
26 such other instruments as may from time to time be required in  
27 connection with the organization of such district.

28 4. In consideration of the covenants herein contained  
29 upon the part of Riverside-Glendale the City agrees as follows:

30 (a) The City will install parking meters upon the said  
31 Market Street lots and operate the same at no cost to Riverside-  
32 Glendale. All of the revenue received from such parking meters

1 shall be collected by and belong to the City of Riverside;  
2 provided, however, that the City agrees to reimburse Riverside-  
3 Glendale in full for all real estate and other taxes levied upon  
4 said Market Street lots.

5 (b) The City further agrees that it will not use  
6 the Market Street lots for any purpose other than off-street  
7 parking of vehicles.

8 (c) The City further agrees that the parking meter  
9 charge upon the Market Street lots will not be at any higher  
10 rate than the highest rate charged in any other municipally  
11 owned parking lot. A time limit on parking, not to exceed two  
12 (2) hours, shall be provided on said Market Street lots.

13 (d) The City agrees to provide full maintenance and  
14 supervision of the Market Street lots during such period as the  
15 same are operated by the City, and the City agrees to make pro-  
16 vision for the operation and maintenance of said lots after the  
17 same are purchased by either the parking district or the City.

18 (e) The City agrees that it will not change or alter  
19 the parking lot layout without the approval of J. C. Penney  
20 Company.

21 IN WITNESS WHEREOF the parties have executed this  
22 agreement the day and year first hereinabove written.

RIVERSIDE-GLENDALE INVESTMENTS  
a limited partnership

By *Sheldon Rhodes*

STATE OF CALIFORNIA,

City and County of San Francisco } ss.

On this 13th day of April in the year one thousand nine hundred and fifty nine  
before me, Imogene M. Carr

a Notary Public in and for the City and  
County of San Francisco, State of California, residing therein,  
duly commissioned and sworn, personally appeared  
THEODORE RHODES and HARRY H. HILP, JR



known to me to be ~~xxx~~ the partners of the partnership that executed the within instrument,  
and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal,  
in the City and County of San Francisco the day and year in this  
certificate first above written

*Imogene M. Carr*  
Notary Public in and for the City and County of San Francisco  
State of California.