

WHEN RECORDED MAIL TO:

City Clerk
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

Project: Family Law Court

DOC # 2000-008090

Conformed Copy 01/07/2000

Gary L Orso
Assessor-County Clerk-Recorder

RECEIVED
JAN 31 2000

DEPT. OF
PUBLIC WORKS

FOR RECORDER'S USE ONLY

**EASEMENT AGREEMENT FOR CONSTRUCTION, REPAIR, MAINTENANCE
AND USE OF IMPROVEMENTS IN VACATED PUBLIC ALLEY**

(Family Law Court)

THIS EASEMENT AGREEMENT is made and entered into this 10 day of December, 1999, by and between **MARKET STREET PROPERTIES I, LLC**, a California limited liability company ("MARKET STREET"), **COUNTY OF RIVERSIDE, CALIFORNIA**, a political subdivision ("COUNTY"), and the **REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE, CALIFORNIA**, a public entity ("AGENCY") with reference to the follow facts:

A. MARKET STREET owns that certain real property ("Market Street Property") located in the City of Riverside, County of Riverside, State of California, described in Exhibit A, attached hereto and incorporated herein by this reference. Market Street Property is located on the easterly side of Market Street, westerly of the alley extending from Eleventh Street to Twelfth Street, and northerly of Twelfth Street. Market Street Property is currently developed with a surface parking lot.

B. COUNTY owns that certain real property ("County Property") located in the City of Riverside, County of Riverside, State of California, described in Exhibit B, attached hereto and incorporated herein by this reference. County Property is located on the westerly side of Main Street, easterly of the alley extending from Eleventh Street to Twelfth Street, and northerly of Twelfth Street.

CIA 657

County Property will be used as the site of the Family Law Court operated by COUNTY.

C. MARKET STREET and AGENCY entered into that certain Ground Lease and Option to Purchase dated April 25, 1996, ("Lease") wherein AGENCY leased the Market Street Property from MARKET STREET.

D. At the request of AGENCY, the City of Riverside, California ("CITY") proposes to vacate the alley between the Market Street Property and the County Property which extends from Eleventh Street to Twelfth Street in City of Riverside Vacation Case VC-003-978. In the event the alley is vacated by Vacation Case VC-003-978, that portion of the alley extending from its centerline westerly and immediately adjacent to the Market Street Property shall by operation of law become the property of MARKET STREET free from any right of the public to use said portion of the alley, and that portion of the alley extending from its centerline easterly and immediately adjacent to the County Property shall by operation of law become the property of COUNTY free from any right of the public to use said portion of the alley.

E. COUNTY and MARKET STREET wish to grant easements to one another for the construction, maintenance and use of improvements in the vacated portion of the alley so that the entire width of the vacated alley extending from Twelfth Street to approximately 112 feet northerly of Twelfth Street will be incorporated into the Family Law Court by COUNTY, and that the entire width of the vacated alley extending approximately 112 feet northerly of Twelfth Street to approximately 199.5 feet northerly of Twelfth Street will be incorporated into the parking lot on the Market Street Property leased to AGENCY.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. With the consent of AGENCY, upon the completion of Vacation Case VC-003-978 and the recordation of the resolution of the City Council of City ordering the vacation of the alley extending from Eleventh Street to Twelfth Street between Main Street and Market Street, MARKET STREET hereby grants an easement to COUNTY for the construction, repair, maintenance and use of improvements in connection with the Family Law Court located on County Property, over, along and across that portion of the vacated alley described in Exhibit C, attached hereto and incorporated herein by this reference ("County Easement Area").

2. Upon the completion of Vacation Case VC-003-978 and the recordation of the resolution of the City Council of City ordering the vacation of the alley extending from Eleventh Street to Twelfth Street between Main Street and Market Street, COUNTY hereby grants an easement to MARKET STREET for the construction, repair, maintenance and use of improvements for a parking lot and for a trash enclosure over, along and across that portion of the vacated alley described in Exhibit D, attached hereto and incorporated herein by this reference ("Market Street Easement Area").

3. The easements granted herein shall include all rights necessary, customary and proper for the construction, repair, maintenance and use of the improvements as shown on the site plan marked as Exhibit E, attached hereto and incorporated herein by this reference.

4. COUNTY shall protect, defend, and hold MARKET STREET, AGENCY and their officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property including all reasonable costs for investigation and defense thereof (including, but not limited to attorney's fees, court costs and expert fees), of any nature whatsoever arising out of or incident to the granting of the easement to COUNTY as hereinabove provided and/or the use or occupancy of the County Easement Area or the acts or omissions of COUNTY's officers, agents, employees, contractors, subcontractors, licensees or invitees on the County Easement Area or the acts or omissions of COUNTY's officers, agents, employees, contractors and subcontractors while acting for COUNTY regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence or willful misconduct of MARKET STREET or AGENCY. MARKET STREET and AGENCY shall give COUNTY reasonable notice of any such claims or actions. COUNTY shall also use counsel reasonably acceptable to MARKET STREET and AGENCY in carrying out COUNTY's obligations hereunder.

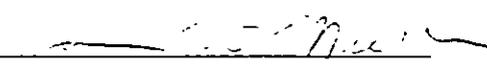
5. MARKET STREET and or AGENCY shall protect, defend, and hold COUNTY and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), of any nature whatsoever

arising out of or incident to the granting of the easement to MARKET STREET as hereinabove provided and or the use or occupancy of the Market Street Easement Area or the acts or omissions of MARKET STREET and or AGENCY's officers, agents, employees, contractors, subcontractors, licensees or invitees on the Market Street Easement Area or the acts or omissions of MARKET STREET and or AGENCY's officers, agents, employees, contractors and subcontractors while acting for MARKET STREET or AGENCY regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence or willful misconduct of COUNTY. COUNTY shall give MARKET STREET and AGENCY reasonable notice of any such claims or actions. MARKET STREET and or AGENCY shall also use counsel reasonably acceptable to COUNTY in carrying out their obligations hereunder.

6. AGENCY shall give written notice to MARKET STREET and COUNTY at such time as Vacation Case VC-003-978 is completed and the resolution of the City Council of City ordering the vacation of the alley extending from Eleventh Street to Twelfth Street between Main Street and Market Street is recorded in the Office of the County Recorder for Riverside County, California.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed by their authorized officers the day and year first above written.

MARKET STREET PROPERTIES I, LLC
a California limited liability company

By: 
JAMES W. MILLER

By: 
JOHN R. MILLER, M.D.

COUNTY OF RIVERSIDE,
a political subdivision

By: _____
DANIEL WALDO, JR., P.E.
Director, Building Services

California All-Purpose Certificate of Acknowledgment

State of California

County of RIVERSIDE

On this the 10 day of DECEMBER 1999, before me, ANDREA KILLIAN,

Name of Notary Public

a Notary Public for the State of California, personally appeared John R. Miller, MD

Name(s) of Signer(s)

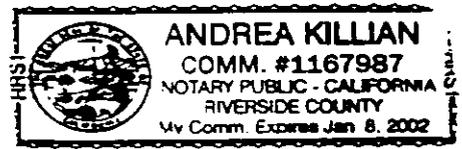
and JAMES W. MILLER

- personally known to me OR
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Andrea Killian
Notary's Signature



Seal

OPTIONAL INFORMATION

The information herein is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER
- _____ Title(s)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____
- _____
- _____

DESCRIPTION OF ATTACHED DOCUMENT

EASEMENT AGREEMENT
Title or Type of Document

5 + exhibits
Number of Pages

12/2/99
Date of Document

ABSENT SIGNER (PRINCIPAL) IS REPRESENTING:

Name of Person(s)

Other

arising out of or incident to the granting of the easement to MARKET STREET as hereinabove provided and or the use or occupancy of the Market Street Easement Area or the acts or omissions of MARKET STREET and or AGENCY's officers, agents, employees, contractors, subcontractors, licensees or invitees on the Market Street Easement Area or the acts or omissions of MARKET STREET and or AGENCY's officers, agents, employees, contractors and subcontractors while acting for MARKET STREET or AGENCY regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence or willful misconduct of COUNTY. COUNTY shall give MARKET STREET and AGENCY reasonable notice of any such claims or actions. MARKET STREET and or AGENCY shall also use counsel reasonably acceptable to COUNTY in carrying out their obligations hereunder.

6. AGENCY shall give written notice to MARKET STREET and COUNTY at such time as Vacation Case VC-003-978 is completed and the resolution of the City Council of City ordering the vacation of the alley extending from Eleventh Street to Twelfth Street between Main Street and Market Street is recorded in the Office of the County Recorder for Riverside County, California.

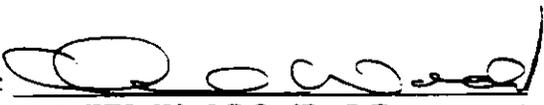
IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed by their authorized officers the day and year first above written.

MARKET STREET PROPERTIES I, LLC
a California limited liability company

By: _____
JAMES W. MILLER

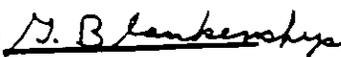
By: _____
JOHN R. MILLER, M.D.

COUNTY OF RIVERSIDE,
a political subdivision

By: 
DANIEL WALDO, JR., P.E.
Director, Building Services

FORM APPROVED
COUNTY COUNSEL

DEC 23 1999

BY 

CALIFORNIA
ALL-PURPOSE
ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On 2-13-00 before me, HEIDI H. RIGLER NOTARY PUBLIC
DATE NAME TITLE OF OFFICER - E.G. "LANE DOE, NOTARY PUBLIC"

personally appeared, DANIEL WALKER JR

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

WITNESS my hand and official seal.



[Signature] SEAL
NOTARY PUBLIC SIGNATURE

OPTIONAL INFORMATION

TITLE OR TYPE OF DOCUMENT _____

DATE OF DOCUMENT _____ NUMBER OF PAGES _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

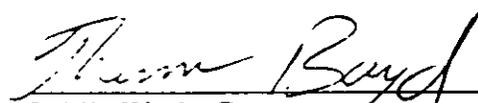
CONSENT

By executing this Easement Agreement, AGENCY hereby consents to granting of the easement on the County Easement Area by MARKET STREET to COUNTY and agrees to be bound by the provisions hereinabove provided.

REDEVELOPMENT AGENCY OF THE CITY
OF RIVERSIDE, CALIFORNIA, a public entity

By: 
ROBERT C. WALES, P.E.
Executive Director

Approved as to Content:


Public Works Department

[AGR 99095101.DB]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

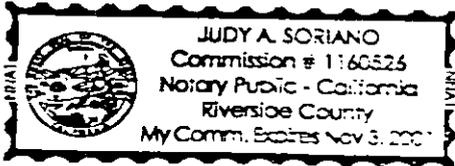
State of CALIF

County of RIVERSIDE

On JAN. 3, 2000 before me, JUDY A. SORIANO NOTARY
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared ROBERT C WALES
Name(s) of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Judy A. Soriano
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: LEASE AGREEMENT - RENTED PUBLIC AWAY

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
To be stamped here

Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
To be stamped here

Signer is Representing:

CIA-657

EXHIBIT "A"

MARKET STREET PROPERTY

Those portions of Block 11, Range 7 of the Town of Riverside, as shown by map on file in Book 7, Page 17 of Maps, records of San Bernardino County, California, described as follows:

PARCEL 1

BEGINNING at the southwesterly corner of said Block 11, Range 7;

THENCE northerly along the easterly line of Market Street, 100 feet;

THENCE easterly, parallel with the northerly line of Twelfth Street, 155.56 feet to a point on the westerly line of a 20 foot alley;

THENCE southerly along the westerly line of said alley, 100 feet to a point on said northerly line of Twelfth Street;

THENCE westerly along said northerly line of Twelfth Street, 155.57 feet to the **POINT OF BEGINNING**;

EXCEPTING THEREFROM any portion lying within that portion of said Block 11, Range 7, described as follows:

Beginning at the most westerly corner of said Block 11, Range 7, as shown on Record of Survey on file in Book 10 at Page 70 thereof. Records of Riverside County, California:

THENCE N.29°00'30"E. along the Northwesterly line of said Block 11, Range 7, a distance of 34.00 feet;

THENCE S.19°29'33"E., a distance of 34.71 feet to a line parallel with, and 44.00 feet Northeasterly, measured at right angles from the centerline of Twelfth Street, as shown on said Record of Survey;

THENCE S.60°59'07"E. along said parallel line, a distance of 305.23 feet to the Southeasterly line of said Block 11, Range 7;

THENCE S.28°58'18"W. along said Southeasterly line, a distance of 11.00 feet to the most Southerly corner thereof;

THENCE N.60°59'07"W. along the Southwesterly line of said Block 11, Range 7, a distance of 331.24 feet to the **Point of Beginning**.

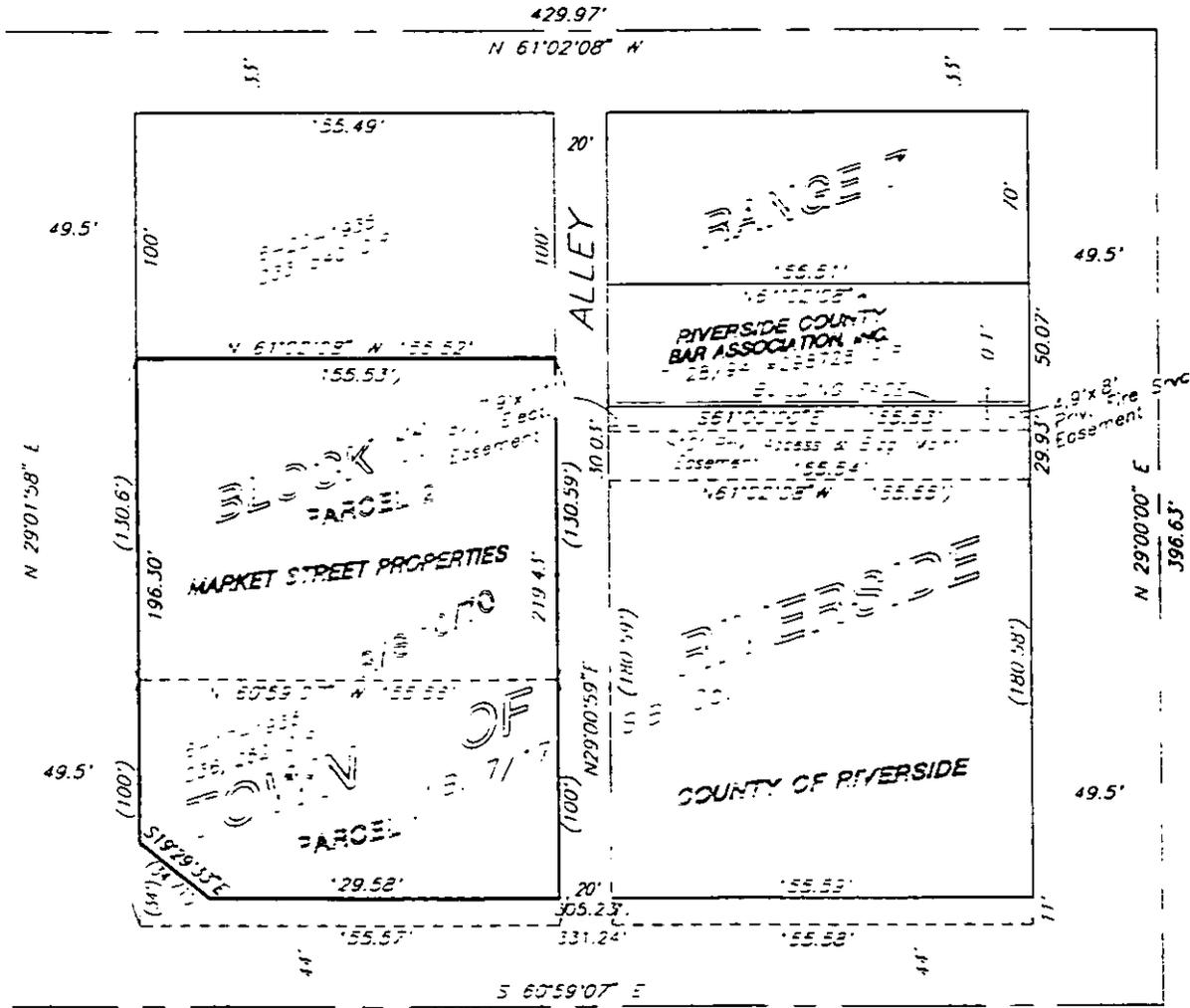
PARCEL 2

BEGINNING at a point on the westerly line of said Block 11, Range 7, 100 feet northerly from the southwesterly corner of said Block; said point being also the

11th STREET

MARKET STREET

MAIN STREET



12th STREET

NO DATES
RECORD DATA

• CITY OF RIVERSIDE, CALIFORNIA •

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

SHEET 1 OF 1

SCALE: N.T.S.

DRAWN BY: KCS DATE: 2/11/98

SUBJECT: FAMILY COURT - MARKET STREET PROPERTY

CIA 657

EXHIBIT "B"

COUNTY PROPERTY

PARCEL 1

That portion of Block 11, Range 7 of the Town of Riverside, as shown by map on file in Book 7, Page 17 of Maps, records of San Bernardino County, California, described as follows:

BEGINNING at the southeast corner of said Block;

THENCE northerly, along the westerly line of Main Street, 180.58 feet to a point 150 feet southerly from the northerly line of said Block;

THENCE westerly, parallel with the northerly line of said Block, 155.55 feet, more or less, to the easterly line of an alley;

THENCE southerly, along the easterly line of said alley, 180.59 feet, more or less, to the northerly line of Twelfth Street;

THENCE easterly, along the northerly line of Twelfth Street, 155.58 feet to the **POINT OF BEGINNING**;

EXCEPTING THEREFROM any portion lying within that portion of said Block 11, Range 7, described as follows:

Beginning at the most westerly corner of said Block 11, Range 7, as shown on Record of Survey on file in Book 10 at Page 70 thereof, Records of Riverside County, California;

THENCE N.29°00'30"E. along the Northwesterly line of said Block 11, Range 7, a distance of 34.00 feet;

THENCE S.19°29'33"E., a distance of 34.71 feet to a line parallel with, and 44.00 feet Northeasterly, measured at right angles from the centerline of Twelfth Street, as shown on said Record of Survey;

THENCE S.60°59'07"E. along said parallel line, a distance of 305.23 feet to the Southeasterly line of said Block 11, Range 7;

THENCE S.28°58'18"W. along said Southeasterly line, a distance of 11.00 feet to the most Southerly corner thereof;

THENCE N.60°59'07"W. along the Southwesterly line of said Block 11, Range 7, a distance of 331.24 feet to the **Point of Beginning**.

PARCEL 2

That portion of Block 11, Range 7 of the Town of Riverside, as shown by map on file

in Book 7, Page 17 of Maps, records of San Bernardino County, California, and as shown on Record of Survey filed in Book 10, Page 70 of Record of Surveys, records of Riverside County, California, described as follows:

COMMENCING on the westerly line of Main Street at a point 70 feet southerly from the northeasterly corner of said Block 11, Range 7; said point being the most easterly corner of that certain parcel of land described in deed to Riverside County Bar Association, Inc., by Grant Deed recorded July 28, 1994, as Instrument No. 298728 of Official Records of said Riverside County;

THENCE South 29°00'00" West, along said westerly line of Main Street, a distance of 50.07 feet to the **POINT OF BEGINNING** of the parcel of land being described;

THENCE continuing South 29°00'00" West, along said westerly line of Main Street, a distance of 29.93 feet to the most southerly corner of said parcel as described in said deed;

THENCE North 61°02'08" West, parallel with said southerly line of Eleventh Street and along the southwesterly line of said parcel described in said deed, a distance of 155.54 feet to the most westerly corner of said parcel; said corner also being in the easterly line of an alley as shown by said Record of Survey;

THENCE North 29°00'59" East, along the easterly line of said alley, a distance of 30.03 feet to a line perpendicular with said westerly line of Main Street and which passes through the Point of Beginning;

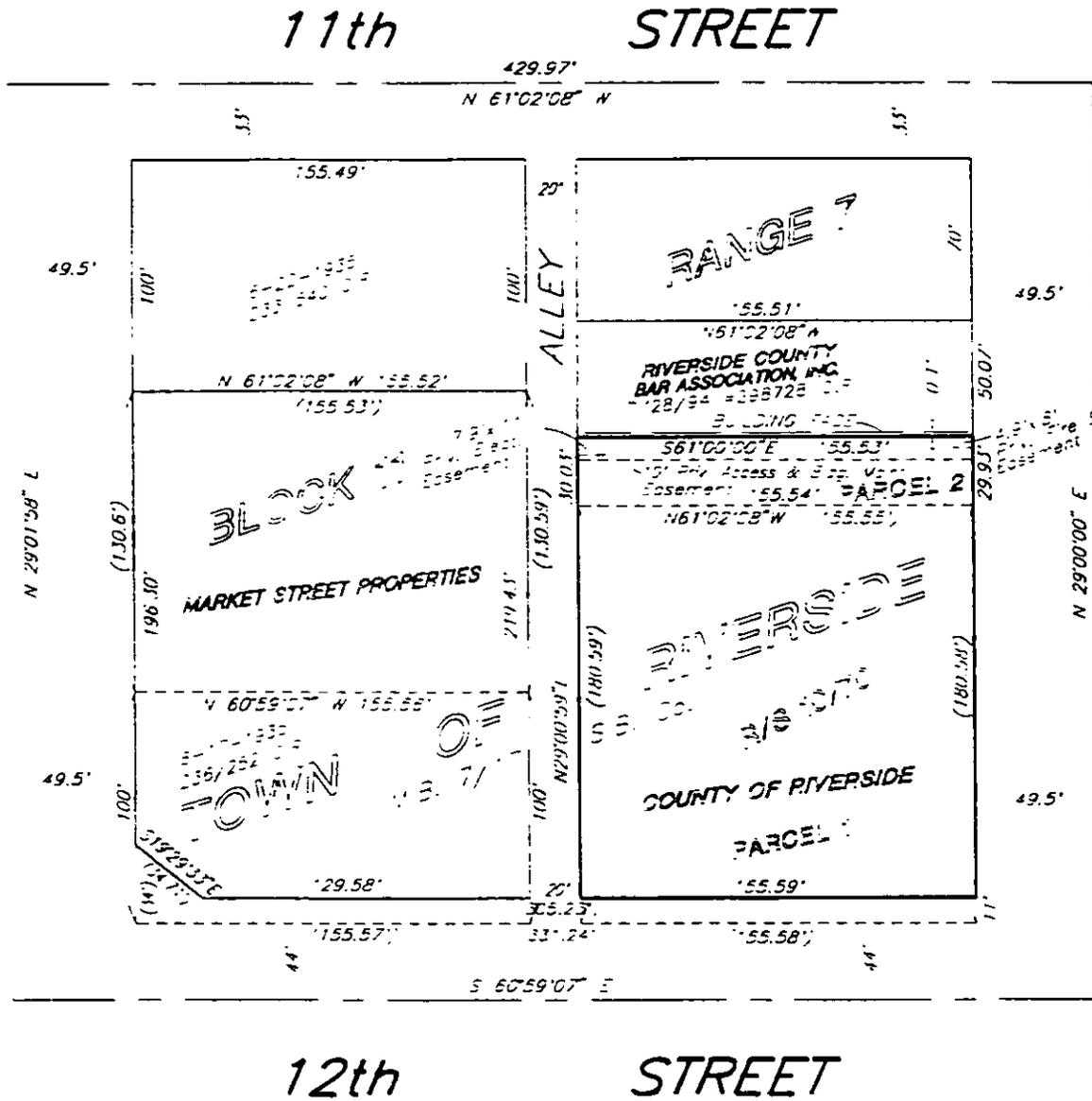
THENCE South 61°00'00" East, along said perpendicular line, a distance of 155.53 feet to the **POINT OF BEGINNING**.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Mark S. Brown 3/19/99 Prep. MB
Mark S. Brown, L.S. 5655 Date
License Expires 9/30/99



CIA 657



N 29°10'58" L

(130.6)

196.10

219.41

(110.59)

300.0

(180.59)

N 29°10'59" L

(180.59)

396.61

N 29°00'00" E

396.61

N 61°02'08" W

55.53

S 61°02'08" E

55.53

N 61°02'08" W

55.53

NO DATES
RECORD DATA

• CITY OF RIVERSIDE, CALIFORNIA •

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

SHEET 1 OF 1

SCALE: N.T.S. DRAWN BY: Kgs DATE: 2/11/98 SUBJECT: FAMILY COURT - COUNTY PROPERTY

- CIA 657

EXHIBIT "C"

**MARKET STREET PROPERTY
PORTION OF VACATED ALLEY
COUNTY EASEMENT AREA**

The northeasterly 112 feet of the southwesterly 123 feet of the northwesterly one-half of that certain Alley located Block 11, Range 7 of the Town of Riverside, as shown by map on file in Book 7, Page 17 of Maps, records of San Bernardino County, California, as said Alley is shown on Record of Survey on file in Book 10, Page 70 of Record of Surveys, records of Riverside County, California.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

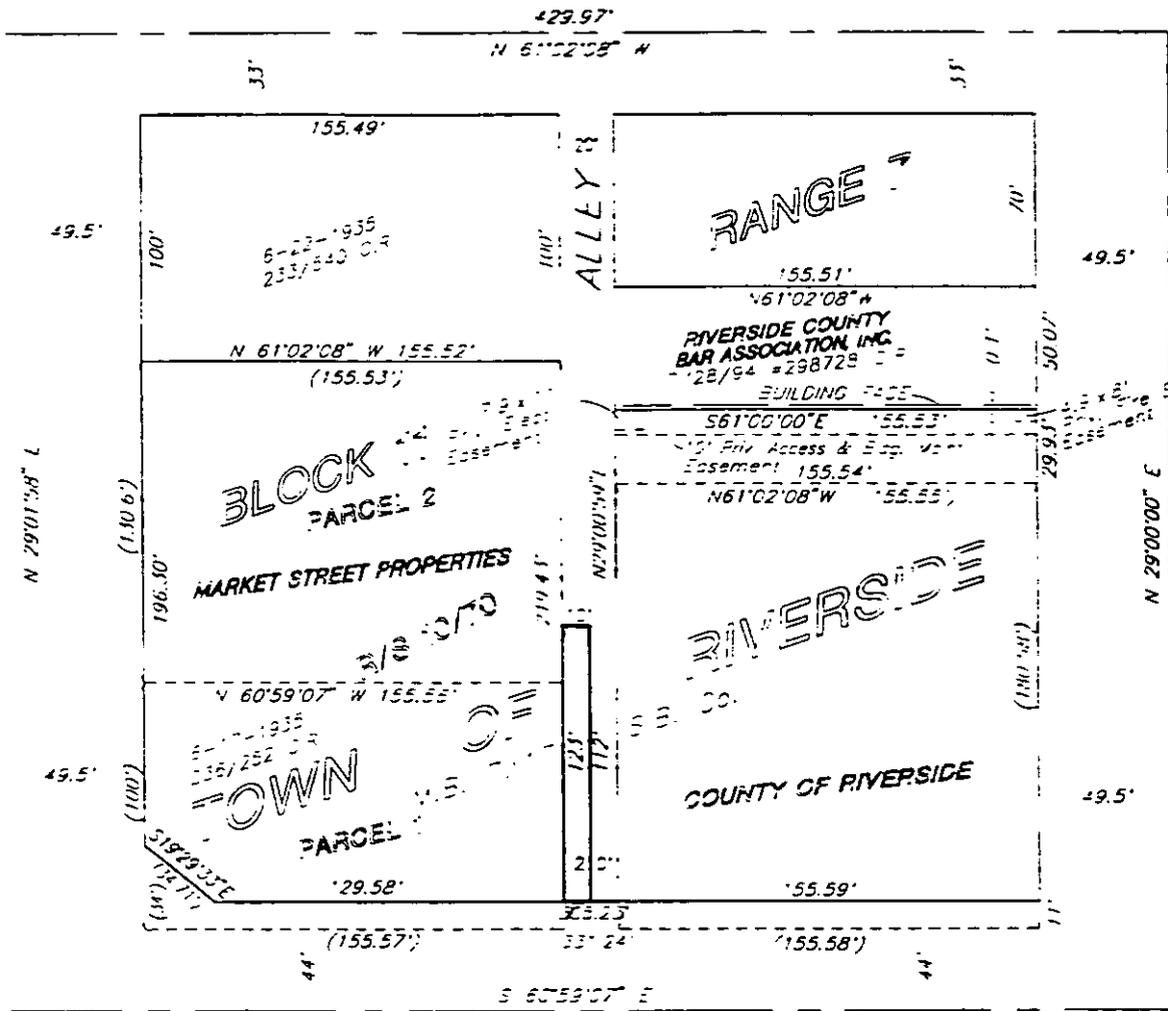
Mark S. Brown 3/19/98 Prep. MB
Mark S. Brown, L.S. 5655 Date
License Expires 9/30/99



11th STREET

MARKET STREET

MAIN STREET



• CITY OF RIVERSIDE, CALIFORNIA •

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

SHEET 1 OF 1

SCALE: N.T.S.

DRAWN BY: Kgs DATE: 2/11/98

SUBJECT: FAMILY COURT - COUNTY EASEMENT AREA

EIA 657

EXHIBIT "D"

**COUNTY PROPERTY
PORTION OF VACATED ALLEY
MARKET STREET EASEMENT AREA**

The northeasterly 87.48 feet of the southwesterly 210.48 feet of the southeasterly one-half of that certain Alley located Block 11, Range 7 of the Town of Riverside, as shown by map on file in Book 7, Page 17 of Maps, records of San Bernardino County, California, as said Alley is shown on Record of Survey on file in Book 10, Page 70 of Record of Surveys, records of Riverside County, California.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.



Mark S. Brown 3/19/98
Mark S. Brown. L.S. 5655
License Expires 9/30/99

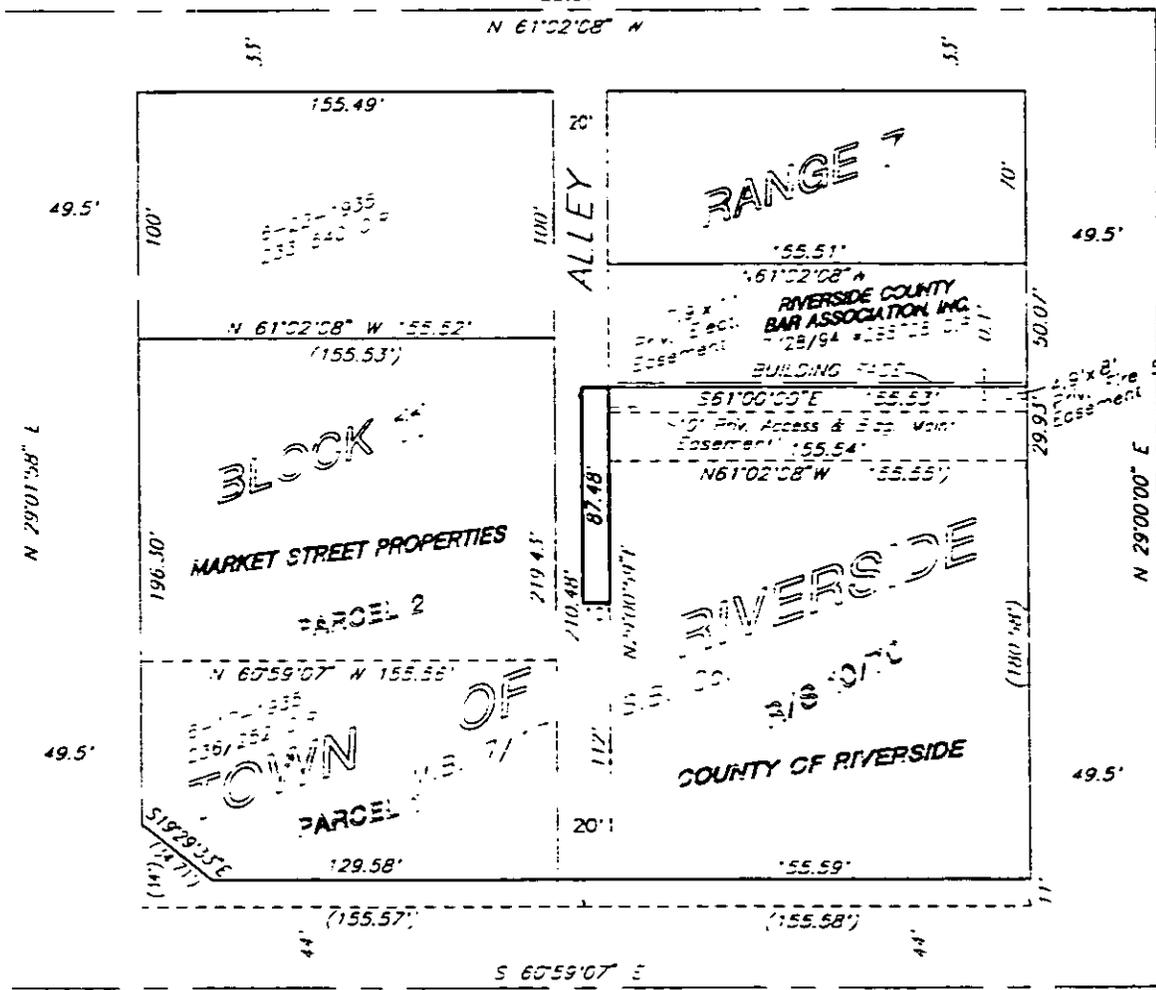
Date

Prep. MB

11th STREET

429.97'
N 61°02'08" W

MARKET STREET



MAIN STREET

12th STREET

S 60°59'07" E

• CITY OF RIVERSIDE, CALIFORNIA •

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SHEET 1 OF 1

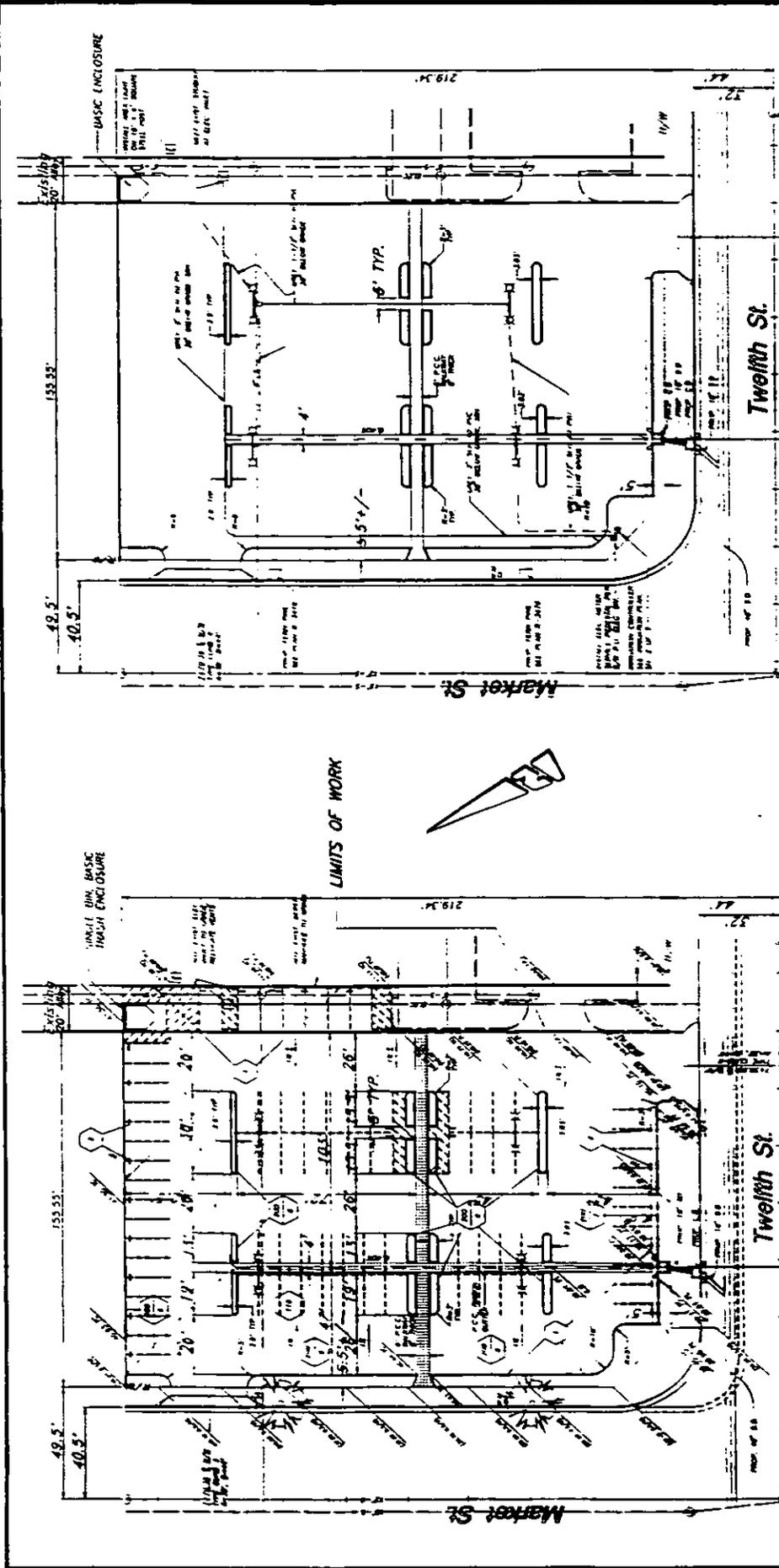
SCALE: N.T.S.

DRAWN BY: Kgs DATE: 2/11/98

SUBJECT: FAMILY COURT - MARKET STREET EASEMENT AREA

CIA-659

EXHIBIT 'E'



parking lot lighting/
electric plan

parking lot
construction notes

- GENERAL CONSTRUCTION NOTES:**
- 1. ALL DIMENSIONS SHOWN ON THIS PLAN SHALL BE SHOWN IN THE FIELD.
 - 2. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 - 3. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
- PARKING LOT LIGHTING CONSTRUCTION NOTES:**
- 1. LIGHT FIXTURES SHALL BE AS SHOWN IN THE FIELD.
 - 2. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 - 3. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

- CONSTRUCTION LEGEND:**
- (1) CONSTRUCTION OF THE LIGHTING SYSTEM SHALL BE SHOWN IN THE FIELD.
 - (2) CONSTRUCTION OF THE LIGHTING SYSTEM SHALL BE SHOWN IN THE FIELD.
 - (3) CONSTRUCTION OF THE LIGHTING SYSTEM SHALL BE SHOWN IN THE FIELD.

<p>CITY OF RIVERSIDE, CALIFORNIA PUBLIC WORKS DEPARTMENT PLANNING & DESIGN DIVISION 100 N. G ST., RIVERSIDE, CALIF. 92501 PHONE (951) 955-3466</p>		<p>MUNICIPAL PARKING LOT MARKET ST. TWELFTH ST.</p>	<p>PROJECT NO. R-3466</p>
<p>ENGINEER IN CHARGE AS SHOWN ON DRAWING</p>		<p>DATE: 11/11/11</p>	

CIA-657 89-2