

GRANT DEED

1 DR. H. PAGE BAILEY, a married man, as a conveyance of his
2 separate property, for a valuable consideration, receipt of which
3 is hereby acknowledged, does hereby grant to CITY OF RIVERSIDE,
4 a municipal corporation, for public street purposes, and for use
as a freeway, that certain real property in the City of Riverside,
County of Riverside, State of California, described as follows:

5 A portion of Lot D Rivera Tract, as recorded in Map Book
6 10, page 4, Records of Riverside County, and further
described as follows:

7 Beginning at the intersection of the northeasterly street
8 line of Crestmore Avenue and the line dividing Lots D and
9 E of said Rivera Tract; thence northwesterly along the
10 northeasterly street line of said Crestmore Avenue to a
11 point on the westerly boundary of said Lot D a distance of
12 215.68 feet, more or less; thence Northeasterly along said
13 boundary line a distance of 105.01 feet, more or less, to
14 a point; thence South 60° 52' East, a distance of 39.58
15 feet, more or less, to a point of tangency to a curve con-
cave to the southwest, having a radius of 725 feet, a
16 radial line at said point of tangency bearing South 29°
17 08' West; thence southeasterly along said curve a distance
18 of 234.51 feet, more or less, to a point on the line divid-
19 ing Lots D and E of said Rivera Tract; thence southwesterly
20 along said dividing line a distance of 66.27 feet, more or
less, to the point of beginning and comprising 0.50 acres,
more or less;

21 Also the underlying fee interest in the portion of Crest-
22 more Avenue adjacent to the granted land, which interest
23 is appurtenant to the granted land;

24 Together with any abutter's rights in the granted parcel
25 of land, including the rights of access thereto and of
26 ingress, to and from the remainder of land of which the
27 granted parcel is a part;

28 EXCEPTING AND RESERVING to the Grantor and his successors
29 in interest, the right of access to the granted parcel of
30 land and the rights of ingress and egress to and from the
31 remainder of the land of which the granted parcel is a
32 part, over a strip of land twenty (20) feet in width, at
a location selected by the Grantor.

Dated: November 18, 1953

/s/ H. Page Bailey, D.D.S.

Ack.

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A G R E E M E N T

(Dr. H. Page Bailey)

THIS AGREEMENT made and entered into this 18th day of November, 1953, by and between the CITY OF RIVERSIDE, a municipal corporation, hereinafter referred to as the "City," and DR. H. PAGE BAILLY, hereinafter referred to as "Owner,"

W I T N E S S E T H :

WHEREAS, the City has commenced an action against the Owner for the condemnation of the hereinafter described land as a portion of the land needed for the realignment, widening and extension of Crestmore Avenue as a freeway; said action being No. 57263 in the Superior Court of the State of California, in and for the County of Riverside, wherein the City of Riverside, a municipal corporation, is Plaintiff, and William H. Bloom, and the Owner and others, are defendants; and,

WHEREAS, the City and the Owner have arrived at an agreement by which the Owner will deed the hereinafter described land and abutting access rights to the City for a total price and consideration of Six Hundred Fifty-five Dollars (\$655.00), excepting and reserving to the Owner the right of access over a strip of land twenty (20) feet in width located in the easterly portion of the property taken, as will be particularly described in said deed.

NOW, THEREFORE, it is agreed between the parties hereto that the Owner will cause to be executed a good and sufficient deed conveying unto the City of Riverside, for public street purposes and for use as a freeway, that certain real property in the City of Riverside, County of Riverside, State of California, described as follows:

A portion of Lot D Rivera Tract, as recorded in Map Book 10, page 4, Records of Riverside County, and further described as follows:

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Beginning at the intersection of the northeasterly street line of Crestmore Avenue and the line dividing Lots D and E of said Rivera Tract; thence northwesterly along the northeasterly street line of said Crestmore Avenue to a point on the westerly boundary of said Lot D a distance of 215.68 feet, more or less; thence northeasterly along said boundary line a distance of 105.01 feet, more or less, to a point; thence South 60° 52' East, a distance of 39.58 feet, more or less, to a point of tangency to a curve concave to the southwest, having a radius of 725 feet, a radial line at said point of tangency bearing south 29° 08' West; thence southeasterly along said curve a distance of 234.51 feet, more or less, to a point on the line dividing lots D and E of said Rivera Tract; thence southwesterly along said dividing line a distance of 66.27 feet, more or less, to the point of beginning and comprising 0.50 acres, more or less;

Together with any Abutter's rights, including access rights, appurtenant to the remainder of the property of which the above described parcel is a part, in and to the adjoining freeway;

Also the underlying fee interest appurtenant to said parcel in Crestmore Avenue;

excepting and reserving unto the Owner, his successors and assigns, the right of direct access to said Crestmore Avenue, as heretofore mentioned and as will be described in said deed.

It is further agreed that upon execution and delivery of said deed the City of Riverside will pay to the Owner the amount of Six Hundred Fifty-five Dollars (\$655.00); and that the City will dismiss the above mentioned action pursuant to Stipulation of even date herewith. It is further agreed that from and after the execution and delivery of the deed, the Owner may continue to use the granted land until such time as the City is ready to improve and use the same for street purposes; and that within sixty (60) days after the date of said deed the City shall, at its own expense, construct adequate fills and approaches to the existing bridge over the channel of Spring Brook at its present location on the lands of the Owner.

It is further agreed that the City shall, at its own expense, construct a bridge or culver at least twelve (12) feet wide, with adequate fills and approaches, over the channel of

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1 Spring Brook. Said bridge or culvert shall be on the land of
 2 the Owner and shall become his property. The bridge shall be
 3 adjacent to the side line of the land herein granted for street
 4 purposes and shall be constructed concurrently with the work of
 5 constructing and improving the street. It is understood and
 6 agreed that the Owner contemplates the relocation and construction
 7 of a new channel for Spring Brook across his land. If the Owner
 8 constructs such new channel at a location and of such design and
 9 construction as are approved by the City, and dedicates and conveys
 10 to the City an easement and right of way for the new channel, prior
 11 to the time when the City commences the work of improving the
 12 street, the City will abandon the easement and right of way for
 13 the existing channel. The City agrees to construct the bridge
 14 or culvert above mentioned over the new channel of Spring Brook,
 15 if it be constructed and dedicated prior to the commencement of
 16 the work of improving the street; but otherwise the bridge will
 17 be constructed over the present channel of Spring Brook.

18 IN WITNESS WHEREOF the Owner has hereunto set his hand,
 19 and the City of Riverside has caused this agreement to be signed by
 20 its Mayor and attested by its Clerk, pursuant to approval and
 21 order of the City Council.

22 CITY OF RIVERSIDE, a municipal corporation

23 By /s/ E. V. Dales
 24 Mayor

25
 26 ATTEST: /s/ W. G. Waite
 27 City Clerk

28
 29 /s/ H. Page Bailey, D.D.S.
 30 Dr. H. Page Bailey

31 APPROVED AS TO FORM:

32 /s/ Albert Ford
 Riverside City Attorney