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RECORDING REQUESTED BY:

Return to:

City of Riverside
City Clerk's Office
3900 Main Street
Riverside, CA 92522

RECEIVED FOR RECORD
AT 2:00 O'CLOCK P.M.

FEB 17 1987

Recorded in Official Records
of Riverside County, California

William S. Brown
Recorder

Fees \$

GRANT OF EASEMENT
TO
CITY OF RIVERSIDE
BY
ROBERT H. GRANT, TRUSTEE
AND
RICHARD L. OWEN, TRUSTEE

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FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Robert H. Grant, Trustee of Robert H. Grant Revocable Trust as to an undivided one-half (1/2) interest; and Richard L. Owen, Trustee of the Owen Family Revocable Trust as to an undivided one-half (1/2) interest as tenants in common,

("Owner" herein), hereby grants and conveys to

CITY OF RIVERSIDE, a Charter City organized under and existing pursuant to the laws of the State of California ("Grantee" herein),

a perpetual, non-exclusive easement and right-of-way (hereinafter "easement") for ingress and egress over and across real property located in the City of Corona, County of Riverside, State of California, as described in Exhibit A and depicted in Exhibit B (the "Easement Area"), which exhibits are attached hereto and made a part hereof.

SUBJECT TO: Covenants, conditions, restrictions, easements, rights, rights-of-way and encumbrances of record.

A. Rights of Owner to Use Easement Area:

1. Rights of Use. Subject to the provisions of Paragraph A-2 below, it is understood and agreed that the easement and right-of-way acquired herein are also acquired subject to the rights of the Owner to use the Easement Area for any purpose whatsoever to the extent that such use does not interfere with the Grantee's use of its easement. The Owner retains the rights which are not inconsistent with the easement. Such use by the Owner shall include, but not be limited to, the compatible use for streets, roadways, pipelines, fences or block walls, cuts, fills or other structures or other compatible improvements under, upon, over, and across the Easement Area.

2. Concurrence of Grantee. Such use by the Owner of the Easement Area for agricultural or landscaping purposes which do not involve the erection of structures or other improvements upon the Easement Area and which are consistent with the Grantee's use of the easement may be made without notification to or concurrence of Grantee. Further, such use by the Owner of the Easement Area for roadway improvements, or for any other purposes shall not be made until plans for such proposed use by Owner have been reviewed with or submitted to Grantee, and Grantee has concurred that such proposed use will be consistent with Grantee's use of the easement. If Grantee fails to provide objection in writing to any such proposed use

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by the Owners within ten (10) days after plans for the proposed use have been submitted to Grantee, such proposed use shall be deemed concurred upon by Grantee. Grantee agrees that it shall not unreasonably withhold its concurrence.

B. Arbitration as to Owner's Use:

1. Election by Owner. If Grantee objects to a proposed use of the Easement Area by the Owner requiring concurrence of Grantee, the Owner within sixty (60) days after receiving written notice of such objection, may elect to submit to arbitration the question as to (i) whether such objection was unreasonable or (ii) whether such proposed use would endanger the use of the Easement Area by Grantee for the purposes described herein. If through such arbitration it is determined either (a) that such objection was unreasonable or (b) that such proposed use would not so endanger such use by Grantee, such proposed use by the Owner shall be permitted. If the arbitration proceeding results in such proposed use by Owner being permitted, the costs of such proceeding, including, without limitation, reasonable attorneys' fees, whether incurred by Owner or Grantee shall be borne by Grantee. If the arbitration proceeding results in such proposed use by Owner not being permitted, the costs of such proceeding, including without limitation, reasonable attorneys' fees, whether incurred by Owner or Grantee shall be borne by Owner.

2. Arbitration Procedure. If arbitration is elected pursuant to the foregoing paragraph, each party shall appoint one arbitrator within fifteen (15) days after such election to arbitrate has been made. If within such fifteen (15) day period either party has failed to appoint an arbitrator, the arbitration shall be conducted by the arbitrator appointed by the other party. Within ten (10) days after each party has so appointed an arbitrator, the two arbitrators so appointed shall appoint a third arbitrator. If such two arbitrators have not appointed a third arbitrator within such ten (10) day period, either party hereto may apply to the Superior Court of the County of Riverside, State of California, for the appointment of such third arbitrator. Upon arbitrators being appointed as aforementioned, the arbitrators so appointed shall forthwith conduct the arbitration proceedings in accordance with the laws of the State of California pertaining thereto and shall make their award in such proceedings not later than ten (10) days following the appointment of the arbitrator or arbitrators as aforementioned.

C. Indemnity. Grantee agrees to indemnify Owner against and to hold the Owner harmless for any liability, loss, claims or damage with respect to any property, injury or death of any person whomsoever, proximately caused in whole or in part by any negligence of Grantee, its employees, independent contractors, or agents, or by any act or omission for which Grantee, its employees, independent contractors, or agents are liable without fault in the exercise of the rights herein granted; save and except in those instances where such liability, loss, damage, injury or death is proximately caused in whole or in part by any act or omission of the Owner or the employees, agents or independent contractors of Owner (other than a failure to perform an act for which Grantee, its employees, independent contractors or agents are responsible under this Grant of Easement or applicable law or a failure to correct or to require Grantee to correct a condition created by Grantee, its employees, independent contractors or agents) which is negligent or for which Owner or the employees,

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independent contractors or agents of Owner are liable without fault.

D. Grantee to Maintain Repair Easement Area:

1. Grantee agrees at its sole expense to maintain and repair all those improvements or other things, including without limitation, pavement, landscaping and other growing things, over, across, or along the Easement Area which are existing at the date hereof or which are subsequently installed or planted by Grantee or removed in connection with the exercise by Grantee of the rights herein granted.

2. Any such maintenance and repair to be accomplished at Grantee's expense as hereinabove provided shall be accomplished promptly following completion of the efforts of Grantee causing the damage or removal. To the extent such repair or replacement as herein required to be made at Grantee's expense has not been completed within sixty (60) days following notice with respect thereto from Owner, Owner may enter upon the Easement Area, accomplish such repair or replacement and the cost thereof shall thereafter be payable by Grantee to Owner within thirty (30) days following the rendering of a statement therefor to Grantee and such amount shall bear interest at the rate of ten percent (10%) per annum until fully paid.

E. Relocation at Owner's Expense:

If Owner in good faith judgment determines that the Easement Area and right-of-way interfere with the development of Owner's property then Grantee will accept a relocation of the Easement Area, within one hundred twenty (120) consecutive calendar days after the receipt from Owner of a notice in writing of the proposed area of relocation at the sole expense of Owner and at no expense to Grantee; provided, however, said obligation to relocate at the expense of Owner shall be conditioned upon the furnishing by Owner to Grantee a good and sufficient permanent grant of easement for a feasible location, which grant of easement shall be in a form identical to this Grant of Easement. This right to cause such easement to be relocated at the expense of Owner may be exercised as many times as Owner shall elect.

F. Successors and Assigns:

This Grant of Easement shall be binding upon and inure to the benefit of the successors and assigns of Owner and Grantee.

G. Acceptance and Recordation:

Grantee agrees, by acceptance and recordation of this Grant of Easement from Owner, that the terms and conditions herein set forth shall be binding upon and inure to the benefit of Grantee.

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CONSENT TO RECORDATION

THIS IS TO CERTIFY that the interest in real property conveyed by this annexed instrument dated 12/15/86 from Robert H. Dent, Trustee of Robert H. Dent Revocable Trust, and Richard L. Green, Trustee of the Owen Family Revocable Trust to the City of Riverside, a municipal corporation of the State of California, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 14883 of said City Council adopted on January 25, 1983, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: 2/17/87


Property Services Manager

40WE0101
Rev. 8/20/86
T.F.W.

DESCRIPTION OF EASEMENT FOR INGRESS AND EGRESS
TO THE CITY OF RIVERSIDE
(CHURCH PROPERTY)

1 THAT CERTAIN PARCEL OF LAND IN THE CITY OF CORONA, COUNTY
2 OF RIVERSIDE, STATE OF CALIFORNIA BEING A PORTION OF
3 SECTION 20, TOWNSHIP 3 SOUTH, RANGE 6 WEST, SAN BERNARDINO
4 BASE AND MERIDIAN PER MAP SHOWING A SUBDIVISION OF THE
5 RANCHO LA SIERRA FILED IN BOOK 6, PAGE 70 OF MAPS, RECORDS
6 OF SAID COUNTY, DESCRIBED AS FOLLOWS:

8 A STRIP OF LAND, 30.00 FEET WIDE, THE CENTERLINE OF WHICH
9 IS DESCRIBED AS FOLLOWS:

11 BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF
12 SAID RANCHO LA SIERRA WITH A CURVE CONCAVE NORTHEASTERLY,
13 HAVING A RADIUS OF 1985.00 FEET AND BEING CONCENTRIC WITH
14 THAT CERTAIN CURVE IN THE CENTERLINE OF MC KINLEY STREET
15 SHOWN ON A MAP FILED IN BOOK 72, PAGES 1 THROUGH 15,
16 INCLUSIVE OF RECORD OF SURVEYS, RECORDS OF SAID COUNTY, AS
17 HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 4°
18 02' 52", A RADIAL LINE OF SAID CONCENTRIC CURVE TO SAID
19 POINT HAVING A BEARING OF SOUTH 37° 32' 10" WEST, SAID
20 SOUTHEASTERLY LINE HAVING A BEARING OF NORTH 71° 41' 21"
21 EAST AS SHOWN ON PARCEL MAP NO. 20549, FILED IN BOOK 131,
22 PAGES 28 THROUGH 31, INCLUSIVE OF PARCEL MAPS, RECORDS OF
23 SAID COUNTY; THENCE NORTHWESTERLY ALONG SAID CONCENTRIC

"Exhibit A"

 PSOMAS & ASSOCIATES
CIVIL ENGINEERS 3901 LIME STREET
LAND PLANNERS RIVERSIDE, CA 92501
LAND SURVEYORS PHONE (714) • 787-8421



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1 CURVE 275.49 FEET THROUGH A CENTRAL ANGLE OF 7° 57' 06";
2 THENCE NORTH 44° 30' 44" WEST, 92.09 FEET TO THE BEGINNING
3 OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A
4 RADIUS OF 1615.00 FEET; THENCE NORTHWESTERLY ALONG SAID
5 CURVE 221.56 FEET THROUGH A CENTRAL ANGLE OF 7° 51' 37";
6 THENCE NORTH 37° 05' 43" EAST, 163.48 FEET TO THE BEGINNING
7 OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A
8 RADIUS OF 585.00 FEET; THENCE NORTHEASTERLY ALONG SAID
9 CURVE 286.98 FEET THROUGH A CENTRAL ANGLE OF 28° 06' 27";
10 THENCE NORTH 65° 12' 10" EAST 67.63 FEET TO THE BEGINNING
11 OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A
12 RADIUS OF 615.00 FEET; THENCE NORTHEASTERLY ALONG SAID
13 CURVE 295.87 FEET THROUGH A CENTRAL ANGLE OF 27° 33' 52";
14 THENCE NORTH 37° 38' 18" EAST, 166.00 FEET TO THE BEGINNING
15 OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A
16 RADIUS OF 885.00 FEET; THENCE NORTHEASTERLY ALONG SAID
17 CURVE 436.25 FEET THROUGH A CENTRAL ANGLE OF 28° 14' 36";
18 THENCE NORTH 19° 40' 14" WEST, 455.71 FEET; THENCE NORTH
19 13° 21' 00" EAST, 880.00 FEET TO A POINT IN THAT CERTAIN
20 COURSE IN THE BOUNDARY OF SAID PARCEL 2 SHOWN ON SAID
21 PARCEL MAP NO. 20549 AS BEING NORTH 88° 24' 04" EAST,
22 331.02 FEET, SAID POINT BEING DISTANT THEREON NORTH 88° 24'
23 04" EAST, 200.00 FEET FROM THE WESTERLY TERMINUS THEREOF.

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1 THE SIDE LINES OF SAID STRIP SHALL BE EXTENDED OR SHORTENED
2 TO TERMINATE SOUTEASTERLY IN SAID SOUTHEASTERLY LINE OF
3 SECTION 20 AND PROLONGED OR SHORTENED TO TERMINATE NORTH-
4 EASTERLY IN SAID CERTAIN COURSE IN THE BOUNDARY OF PARCEL
5 2.

6
7 EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN
8 PARCEL 2 OF PARCEL MAP NO. 20549 FILED IN BOOK 131, PAGES
9 28 THROUGH 31, INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID
10 COUNTY.

11 DESCRIPTION APPROVAL: 17 8, 82
12 George P. Hutchinson
13 CIVIL ENGINEER, CITY OF RIVERSIDE, CALIFORNIA

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	PSOMAS	CIVIL ENGINEERS	3901 LIME STREET
	& ASSOCIATES	LAND PLANNERS	RIVERSIDE, CA 92501
		LAND SURVEYORS	PHONE (714) • 787-8421

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DETAIL

SCALE: 1"=50'

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PARCEL 2
P.M.B. 131/28-31

PER P.M.B. 131/28-31
N88°24'04"E
331.02'

SCALE: 1"=300'

P.M.B. 131/28-31

PARCEL 2

SEE DETAIL

$\Delta = 28^{\circ}14'36"$
 $R = 885.00'$
 $L = 436.25'$

N19°40'14"W
455.71'

N65°12'10"E
67.63'

N37°38'18"E
166.00'

$\Delta = 27^{\circ}33'52"$
 $R = 615.00'$
 $L = 295.87'$

M.B. 6/70
SEC. 20

N37°05'43"E
163.48'

$\Delta = 28^{\circ}06'27"$
 $R = 585.00'$
 $L = 286.98'$

$\Delta = 7^{\circ}51'37"$
 $R = 1615.00'$
 $L = 221.56'$

N44°30'44"W
92.09'

$\Delta = 7^{\circ}57'06"$
 $R = 1985.00'$
 $L = 275.49'$

MC KINLEY STREET

N37°32'10"E (RAD)

SE'LY LINE, RANCHO LA SIERRA
N71°41'21"E

P.O.B.

R.S. 72/1-15

$\Delta = 4^{\circ}02'52"$
 $R = 2000.00'$
 $L = 141.29'$
PER R.S. 72/1-15

MAP TO ACCOMPANY DESCRIPTION
EASEMENT FOR INGESS AND EGRESS
TO THE CITY OF RIVERSIDE
(CHURCH PROPERTY)

"Exhibit B"

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