

43681

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 J. Emery*  
Recorder  
Fees \$ 6

GRANT OF EASEMENT  
TO  
CITY OF RIVERSIDE  
BY  
CORONA HILLS, A  
CALIFORNIA GENERAL PARTNERSHIP

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CORONA HILLS, a California General Partnership, ("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 blockwalls, 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 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.

(a.)

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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, 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

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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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IN WITNESS WHEREOF this Grant of Easement has been executed this 18 day of DECEMBER, 1986.

"Owner"

CORONA HILLS, a California General Partnership

By

Robert H. Grant,  
General Partner

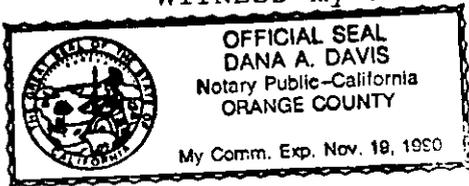
By

Richard L. Owen,  
General Partner

STATE OF CALIFORNIA )  
COUNTY OR ORANGE ) ss.

On ~~September~~ December 18, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert H. Grant, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

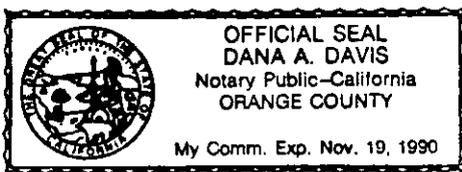


Dana A. Davis  
Notary Public

STATE OF CALIFORNIA )  
COUNTY OR ORANGE ) ss.

On ~~September~~ December 18, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard L. Owen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument acknowledged that he executed the same.

WITNESS my hand and official seal.



Dana A. Davis  
Notary Public

CONSENT TO RECORDATION

THIS IS TO CERTIFY that the interest in real property conveyed by this annexed instrument dated 12/18/86 from Corona Hills

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

[Signature]  
Property Services Manager

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4OWE0101  
Rev. 8/20/86  
T.F.W.

DESCRIPTION OF EASEMENT FOR INGRESS AND EGRESS  
TO THE CITY OF RIVERSIDE  
(CORONA HILLS PARTNERSHIP PROPERTY)

43681

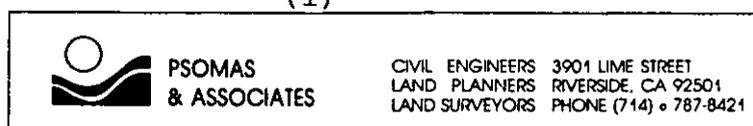
1 THOSE PORTIONS OF PARCEL 2 OF PARCEL MAP NO. 20549 IN THE  
2 CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
3 SHOWN ON A MAP FILED IN BOOK 131, PAGES 28 THROUGH 31,  
4 INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID COUNTY, LYING  
5 WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

6  
7 A STRIP OF LAND, 30.00 FEET WIDE, THE CENTERLINE OF WHICH  
8 IS DESCRIBED AS FOLLOWS:

9  
10 BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF  
11 THE RANCHO LA SIERRA PER MAP SHOWING A SUBDIVISION OF THE  
12 RANCHO LA SIERRA FILED IN BOOK 6, PAGE 70 OF MAPS, RECORDS  
13 OF SAID COUNTY, WITH A CURVE CONCAVE NORTHEASTERLY, HAVING  
14 A RADIUS OF 1985.00 FEET AND BEING CONCENTRIC WITH THAT  
15 CERTAIN CURVE IN THE CENTERLINE OF MC KINLEY STREET SHOWN  
16 ON A MAP FILED IN BOOK 72, PAGES 1 THROUGH 15, INCLUSIVE OF  
17 RECORD OF SURVEYS, RECORDS OF SAID COUNTY, AS HAVING A  
18 RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 4° 02' 52", A  
19 RADIAL LINE OF SAID CONCENTRIC CURVE TO SAID POINT HAVING A  
20 BEARING OF SOUTH 37° 32' 10" WEST, SAID SOUTHEASTERLY LINE  
21 HAVING A BEARING OF NORTH 71° 41' 21" EAST AS SHOWN ON SAID  
22 PARCEL MAP NO. 20549; THENCE NORTHWESTERLY ALONG SAID  
23 CONCENTRIC CURVE 275.49 FEET THROUGH A CENTRAL ANGLE OF 7°

(1)

"Exhibit A"



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

(2)

	<b>PSOMAS &amp; ASSOCIATES</b>	CIVIL ENGINEERS 3901 LIME STREET LAND PLANNERS RIVERSIDE, CA 92501 LAND SURVEYORS PHONE (714) • 787-8421
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1 THE SIDE LINES OF SAID STRIP SHALL BE EXTENDED OR SHORTENED  
2 TO TERMINATE SOUTHEASTERLY 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  
8 DEED FOR APPROVAL: 12, 8, 84  
9 George P. Hutchinson  
10 \_\_\_\_\_  
11  
12  
13  
14  
15  
16  
17  
18  
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20  
21  
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	<b>PSOMAS &amp; ASSOCIATES</b>	CIVIL ENGINEERS 3901 LIME STREET LAND PLANNERS RIVERSIDE, CA 92501 LAND SURVEYORS PHONE (714) • 787-8421
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**DETAIL**

SCALE: 1" = 50'

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

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

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

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

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

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

N37°05'43"E  
163.48'

N44°30'44"W  
92.09'

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

MC KINLEY STREET

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

R.S. 72/1-15

(CW)

MAP TO ACCOMPANY DESCRIPTION  
**EASEMENT FOR INGESS AND EGRESS  
TO THE CITY OF RIVERSIDE**  
(CORONA HILLS PARTNERSHIP PROPERTY)

"Exhibit B"

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