



When recorded mail to:

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

FREE RECORDING

This instrument is for the benefit of the City of Riverside and is entitled to be recorded without fee (Government Code, §27383)

DTT: ~~Ø~~
Project: *Downtown 12 KV Conversion*
APN 213-192-005
Parcels 1A & 1B
6025919-09

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TRA: 009-008
THE STATE OF CALIFORNIA §
COUNTY OF RIVERSIDE §

EASEMENT AGREEMENT

D-16114

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LJ

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THIS EASEMENT AGREEMENT (the "Easement Agreement"), entered into by PACIFIC BELL, (hereinafter referred to as "GRANTOR"), and CITY OF RIVERSIDE, a municipal corporation, (hereinafter referred to as "GRANTEE"), wherein GRANTOR, in consideration of the sum of FOUR THOUSAND FIVE HUNDRED AND NO/100 (\$4,500.00) DOLLARS, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents, GRANT AND CONVEY unto GRANTEE, pursuant and subject to General Order 69-C promulgated by the California Public Utilities Commission, a non-exclusive easement (hereinafter referred to as the "easement") for the purposes hereinafter set forth, under and within a tract of land described and shown in Exhibit "A", said exhibit being attached hereto and incorporated herein by reference for all purposes. The easement granted herein occupies part of GRANTOR's property located in Riverside County, California, (hereinafter referred to as the "Property"), and described as follows:

It is distinctly understood that this Easement Agreement does not constitute a conveyance of the Property, nor of the minerals therein and thereunder, but grants only a right-of-way and easement subject to the following:

- (a) This easement is granted only for the specific purposes, and no other express or implied purposes, of permitting GRANTEE to install, operate and maintain surface mounted and at grade subsurface electrical distribution equipment, boxes and related underground cables and conduits; the right of pedestrian and vehicular ingress to and egress from the surface of the easement; the right to clear and keep cleared trees, brush, and all other obstructions from the surface of said easement which materially interfere with GRANTEE's use of the easement for the purposes set forth herein; and, the right to install, maintain, and use gates in fences which cross said easement.

**who acquired title as The Pacific Telephone and Telegraph Company, a corporation, 16114*

(b) GRANTEE shall construct or install only the Equipment (as hereinafter defined) that full and complete plans for such construction and installation for which GRANTOR has given prior written approval.

(c) GRANTOR, its successors and assigns, shall have the right to use the surface and subsurface of the easement herein granted insofar as such use does not unreasonably interfere with the use of the easement by GRANTEE. GRANTOR shall have the right to dedicate, construct, operate, place, maintain, lay, inspect, protect, repair, alter, substitute, relocate, replace, and remove (i) roads, streets, sidewalks, and parking lots over, across and through, and along the easement herein granted, and (ii) electric, gas, and water lines or drainage structures, and all other public utility facilities across and through, and along, the easement herein granted, and such activities shall not constitute interference with said easement and the rights conveyed hereby, so long as such improvements do not unreasonably interfere with GRANTEE'S use of the easement for the purposes set forth herein.

(d) After any construction or operation within the easement by GRANTEE and also after any later operation done or caused to be done by GRANTEE which affects the easement or GRANTOR'S Property or any part thereof, GRANTEE shall promptly restore the easement and/or the Property to the same condition it was prior to such construction or operations. GRANTEE shall pay GRANTOR for any damages, including but not limited to damages to crops, trees, plants, shrubs, bushes and vegetation growing within the easement, caused by GRANTEE, its employees or persons acting under its control, during such construction or operations.

(e) GRANTOR, for itself, its successors, assigns, employees, agents, contractors, directors, attorneys, affiliates, subsidiaries, parents and associated and allied companies (collectively, the "GRANTOR Parties") and their respective successors and assigns, reserves the right to enter upon the easement without notice to GRANTEE and without damage to any of GRANTEE's Equipment (as defined herein) and without material interference with GRANTEE's use of the easement as provided herein, for the purpose of conducting repairs, maintenance or other work to GRANTOR's Property adjoining the easement and otherwise for the conduct of GRANTOR's normal business operations at such Property.

(f) GRANTEE's use of the easement and activities and actions in connection therewith and the exercise of its rights under this Easement Agreement shall be in compliance with all present and future ordinances, standards, codes, laws, regulations, rules, restrictions, covenants, requirements and orders of all federal, state, county and municipal governments or quasi-governmental entities or agencies relating to or affecting any of the easement or having jurisdiction over any of the easement or parties hereto.

(g) GRANTEE shall not block or impede any access to GRANTOR's Property or the easement granted herein while performing any construction, maintenance, repair or operation within the easement granted herein or at any other time.

(h) This Easement Agreement, together with the exhibits incorporated herein by reference embody the whole agreement of the parties hereto. There are no promises, terms, conditions, or obligations other than those contained herein; and this Easement Agreement shall

supersede all previous communications, representations or agreements, whether verbal or written or otherwise.

(i) GRANTEE is signing below to evidence its acceptance and agreement to all of the terms and provisions hereof.

(j) If the easement is not used by GRANTEE for any of the purposes allowed herein for a period exceeding twelve (12) consecutive months, GRANTEE shall, within ninety (90) days after the end of such twelve (12) month period, remove its Equipment from the easement, and, upon the end of such ninety (90) day period, the easement shall terminate. In the event of such termination, GRANTEE agrees to execute and deliver to GRANTOR, upon GRANTOR'S written request, a recordable release of the easement.

TO HAVE AND TO HOLD the herein described easements, subject to the matters set forth herein, together with all and singular the rights and appurtenances thereto belonging, unto GRANTEE, its successors and assigns, forever, and GRANTOR does hereby bind itself and its successors and assigns, to warrant and forever defend subject to the matters set forth herein, all and singular the easements unto GRANTEE and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under GRANTOR, but not otherwise.

SIGNED AND EXECUTED this 9th day of January, 2004

PACIFIC BELL

By: Robert A. Damascino

Name: Robert A. Damascino
Director, Corporate Real Estate Transactions

Title: _____

CITY OF RIVERSIDE,
a municipal corporation

By: [Signature]

Name: Bob Hall

Title: General Services Director

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

[Signature]
Page 9, Deputy City

16114

GENERAL ACKNOWLEDGEMENT

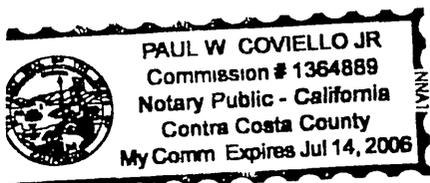
State of California

County of Contra Costa ^{SS}

On January 9, 2004, before me Paul W. Coviello, Jr.
(date) (name)

a Notary Public in and for said State, personally appeared Robert A. Damaschino
Name(s) of Signer(s)

personally known to me - ~~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]
Signature

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

- Attorney-in-fact
- Corporate Officer(s)
- Title _____
- Title _____
- Guardian/Conservator
- Individual(s)
- Trustee(s)
- Other
- _____
- _____
- Partner(s)
- General
- Limited

The party(ies) executing this document is/are representing:

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, California, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 18233 of said City Council adopted May 11, 1993, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

CITY OF RIVERSIDE,
a municipal corporation

Administrative Services
Manager of the City of Riverside

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Riverside } ss.

On January 29, 2004 before me, Irene Martinez
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Bob Hall
Name(s) of Signer(s)

- personally known to me
- 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.

Irene Martinez
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: _____

Document Date: _____ Number of Pages: _____

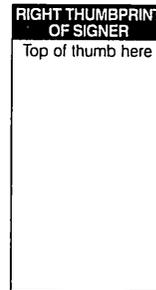
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



16114

**CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, California, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 20534 of said City Council adopted September 23, 2003, and the grantee consents to recordation thereof by its duly authorized officer.

Dated Jan. 29, 2004

CITY OF RIVERSIDE

By 

**APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE**

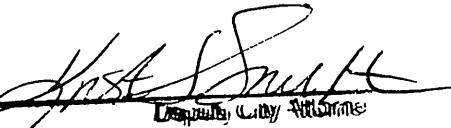
BY 
Deputy City Attorney

EXHIBIT "A"

Parcel 1A

The Northwesterly 8.00 feet of the Southwesterly 15.50 feet of the Northeasterly 155.50 feet of Block 5 Range 5 of the Town of Riverside, as shown by map recorded in Book 7, page 17 of Maps, records of San Bernardino county, California

Area: 124 square feet

Parcel 1B

The Northwesterly 7.50 feet of the Northeasterly 10.00 feet of the Southwesterly 143.00 feet of Block 5, Range 5 of the Town of Riverside, as shown by map recorded in Book 7, page 17 of Maps, records of San Bernardino County California.

Area: 75 square feet

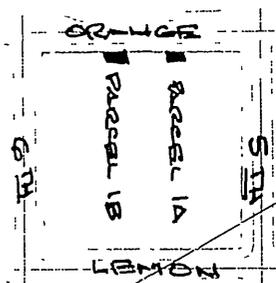
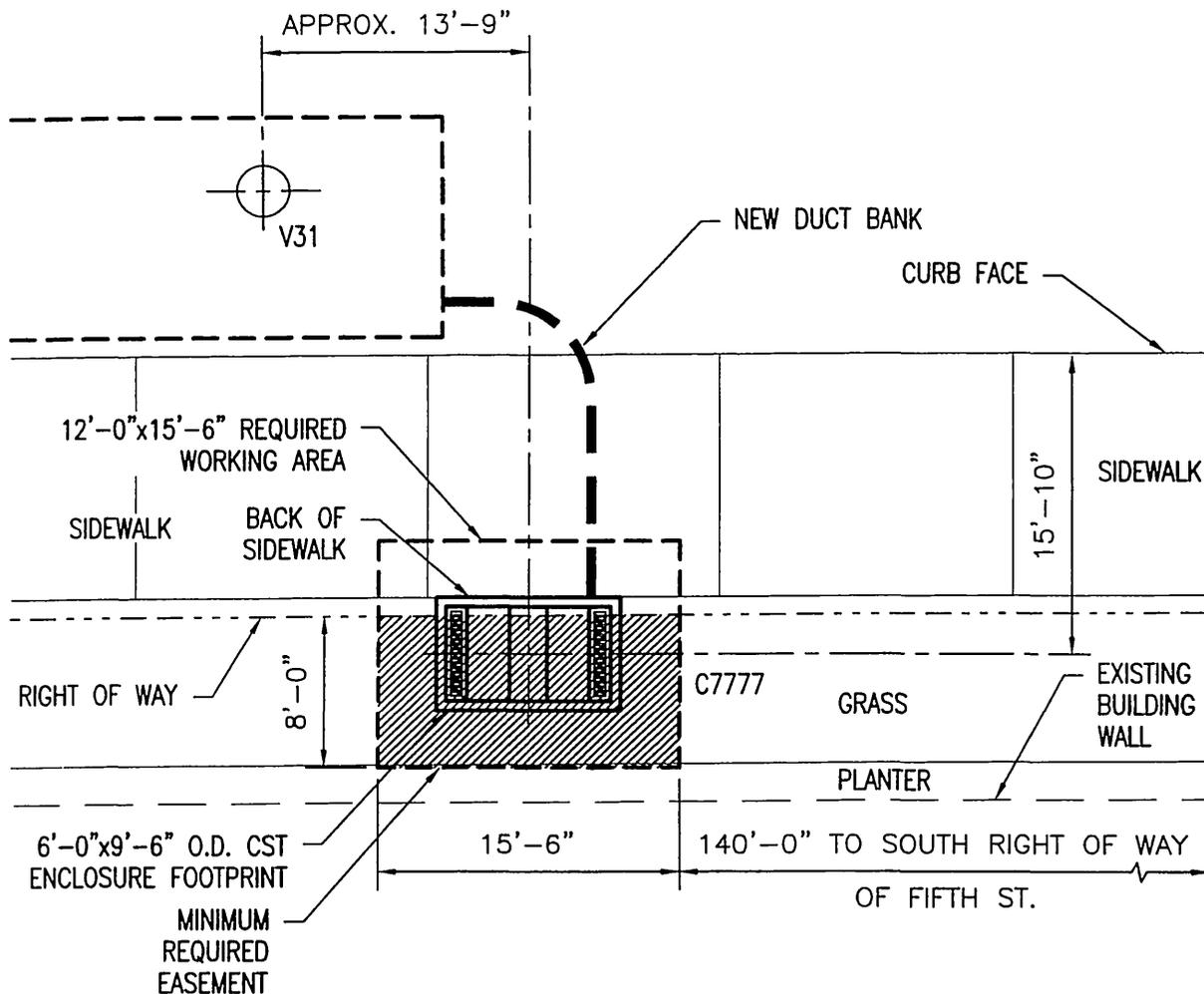
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 9/18/01 Date WF Prep.
Mark S. Brown, L.S. 5655
License Expires 9/30/03





ORANGE ST.



ASSESSOR PARCEL NO.
213 192 005
PAR 1A & 1B

ACCT. NO. 6130003600-47064407-674155

NO.	REVISION	DATE


Intermountain Consumer Professional Engineers, Inc.
 CONSULTING ENGINEERS
 1140 S. SOUTH UTAH AVE.
 MIDVALE, UTAH 84047
 PH. (801) 850-1111 FAX 868-0088

**RIVERSIDE PUBLIC UTILITIES
4kV TO 12kV CONVERSION**

**EASEMENT REQUIREMENTS
ORANGE ST. BETWEEN
FIFTH ST. AND SIXTH ST.**

SCALE: 1"=10'-0"	DATE PLOTTED: 03/05/2001	DRAWN BY: KAC SITE No 1a
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16114

Government Code 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of notary: Irene Martinez

Commission No.: 1455973

Date Commission expires: 12-13-07

County: Riverside

By: 

Date: 3-30-04