

When recorded mail to:

City Clerks Office  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

DOC # 2009-0111542

03/09/2009 08:00A Fee:NC

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Recorded in Official Records

County of Riverside

Larry W Ward

Assessor, County Clerk & Recorder



**FREE RECORDING**

This instrument is for the benefit of the City of Riverside and is entitled to be recorded without fee (Government Code §6103)

Project Switch Replacement  
APN 254-150-010  
Address: 5395 Canyon Crest Drive

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D- 10343



**EASEMENT**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GUARANTY BANK, a federal savings bank, who acquired title as HEMET FEDERAL SAVINGS & LOAN ASSOCIATION as Grantor(s), grant(s) to the CITY OF RIVERSIDE, a municipal corporation of the State of California, as Grantee, its successors and assigns, an exclusive easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of ELECTRIC ENERGY DISTRIBUTION AND TELECOMMUNICATION FACILITIES, together with all necessary appurtenances, in, under, upon, over and along that certain real property described and depicted in EXHIBIT A attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California (the "Easement") which is located upon the real property located at 5395 Canyon Crest Drive, Riverside, California, bearing Assessor Parcel No. 254-150-010 (the "Property"). This grant and conveyance is made subject to all matters of record affecting the Easement as of the date of recordation and is subject to the following terms and conditions:

1. Performance of the Work. Any work done by Grantee on the Easement shall be as minimally intrusive and minimally damaging to the Property as reasonably possible, and shall be performed in a professional and workmanlike fashion with all required governmental permits

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and approvals, and in conformity with all state, federal and local laws and regulations. This shall specifically include, without limitation, performance of work so as not to affect the ongoing business use of the Property. Grantee shall, at its sole cost and expense, construct any improvements necessary or appropriate for the use of the Easement, and keep the Property free and clear of any and all mechanic's or materialman's liens.

2. Restoration of the Property. Upon completion of the improvements, and upon the abandonment of the Easement as set forth below, Grantee will use its best efforts to return the Property as nearly as reasonably possible to the condition it was in at the time Grantee first entered the Property under this Easement. The installed improvements on the Easement shall be completely underground upon completion with limited visibility from the surface of the Easement or the Property.

3. Environmental Matters. Grantee agrees not to cause or permit any hazardous material, hazardous substance, or hazardous waste to be released or discharged in, under or about the Property,

4. Ownership of Property. Grantee has independently determined from title records that Grantor possesses ownership interests in the Property sufficient to grant the rights under this Easement.

5. Duration and Assignability of Easement. Grantee shall not, without the prior written consent of Grantor, assign or hypothecate this Easement or any interest herein or sublet any part thereof, or permit the use of the Easement by any party other than Grantee, or any entity affiliated with Grantee.

6. Reservation of Rights by Grantor. Grantor reserves the right to the full use and enjoyment of the Property and the Easement. Without limiting the foregoing, Grantor reserves the right to construct landscaping, parking, curbing, lighting and similar improvements near the Easement, so long as said improvements do not interfere with Grantee's use of or access to the Easement. Grantor reserves the right, upon 30 days advance written notice to Grantee and at Grantor's sole expense, to relocate the Easement to an alternative location (the "Alternative Easement") provided such Alternative Easement is located in a manner that satisfies the purpose of the Easement and is approved by Grantee. Grantor and Grantee shall execute and record a



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supplement to this Easement (the "Supplement"), which Supplement shall set forth the legal description of the Alternative Easement. After the Supplement is recorded, (i) all references in this Easement to the "Easement" shall automatically be deemed to mean and refer to the Alternative Easement and (ii) all rights of Grantee to use that real property described in the attached Exhibit "A" ("Original Easement") shall be deemed terminated and of no further force or effect.

GUARANTY BANK

DATED: 11/21/09

By: *Chuck Eikenberg*  
Chuck Eikenberg, Exec. Vice President

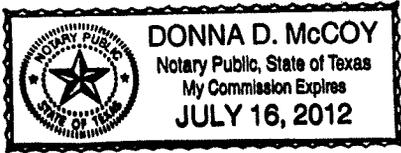


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THE STATE OF TEXAS     }  
  ) ss.:  
COUNTY OF DALLAS     )

This instrument was acknowledged before me on the 21<sup>st</sup> day of January 2009,  
by Chuck Eikenberg, Executive Vice President of Guaranty Bank, F.S.B., a federal  
savings bank, on behalf of said savings bank.



(Notary Seal)

Donna D. McCoy  
Notary Public, State of Texas

Donna D. McCoy  
Name - Typed or Printed

July 16, 2012  
Date Commission Expires



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. 21027 of said City Council adopted September 6, 2005, and the grantee consents to recordation thereof by its duly authorized officer.

DATED 2/19/09

CITY OF RIVERSIDE

By: Amelia M. Salinas



EXHIBIT A

APN: 254-150-010

That certain real property in the City of Riverside, County of Riverside, State of California described as follows.

The Southerly 37.00 feet of the Easterly 8.00 feet of Parcel 1 of Parcel Map, as shown by map on file in Book 4 of Parcel Maps at Page 81 thereof, Records of Riverside County, California.

**EXCEPTING THEREFROM** that portion of said Parcel 1 lying Southerly of a line parallel with and 61.93 feet Northerly, measured at right angles from the centerline of Central Avenue of said Parcel Map.

The above described parcel of land contains 253 square feet, more or less.

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

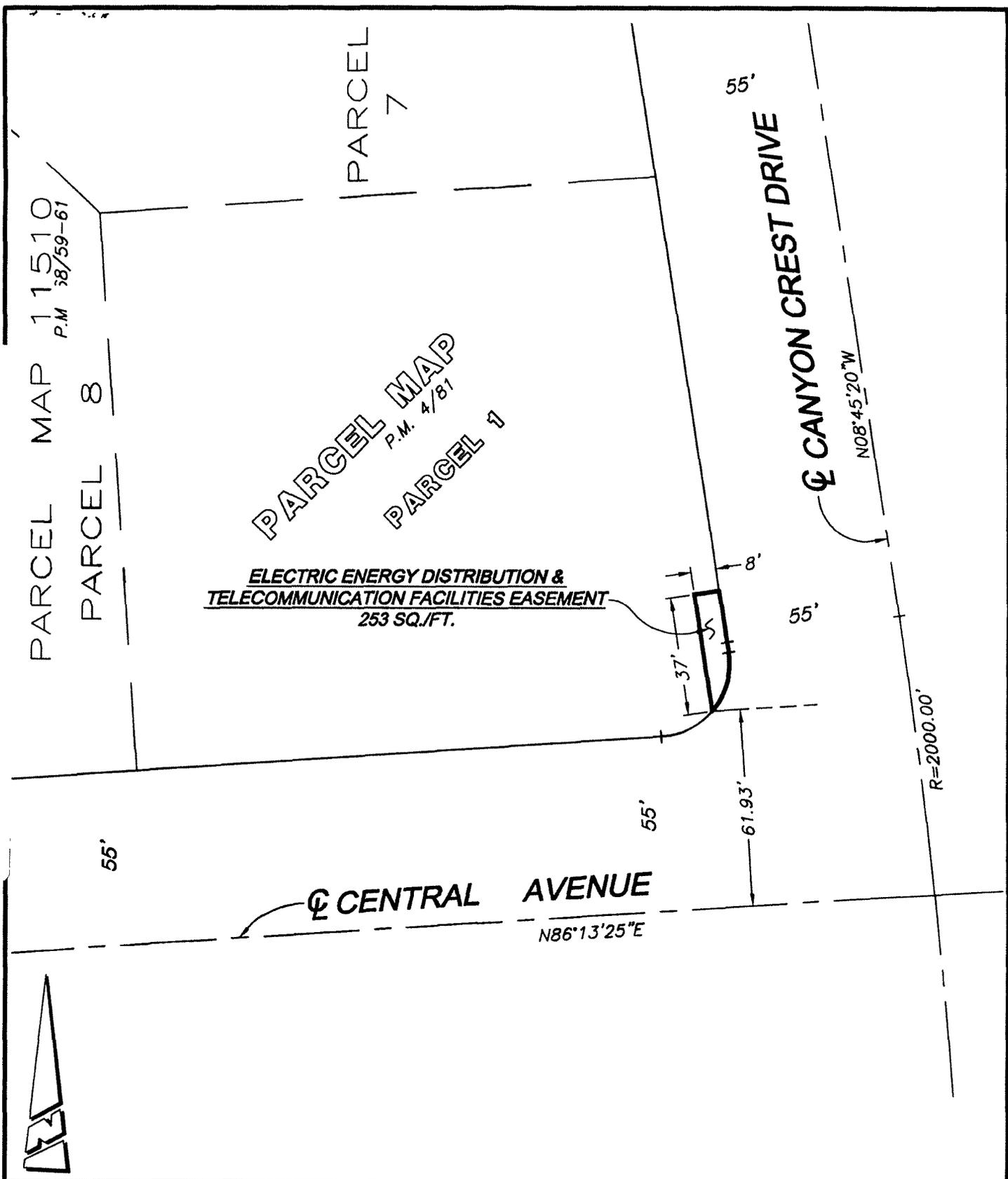
 4/4/09 Prep. E.V.  
Mark S. Brown, L.S. 5655 Date  
License Expires 9/30/09



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• 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: 1"=40'

DRAWN BY: EV

DATE: 4/1/08

SUBJECT: 5395 CANYON CREST DRIVE

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