

DOC # 2014-0319751

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Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY

WHEN RECORDED RETURN TO:

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



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APN: 249-070-042

EXEMPT FROM RECORDING FEES PURSUANT TO GOV. CODE § 27383
NO DOCUMENTARY TRANSFER TAX PURSUANT TO CALIFORNIA REVENUE & TAXATION CODE § 11922

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ELECTRICAL EASEMENT

D-17078

This Electrical Easement Agreement ("Easement Agreement") is entered into this 21st day of August, 2014 by and between RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency of the state of California ("Grantor"), and the CITY OF RIVERSIDE, a municipal corporation of the state of California ("Grantee").

For valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants and declares as follows:

1. Grant of Electrical Easement. Grantor is the owner of that certain real property located in the City of Riverside, County of Riverside, State of California, more particularly described in Exhibit "1" attached hereto ("Grantor's Property"). Grantor hereby grants, reserves, and establishes for the benefit of Grantee an irrevocable, perpetual, and non-exclusive easement ("Electrical Easement") for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of **underground electrical energy distribution facilities**, together with all the necessary appurtenances, in, under, upon, over and along that certain portion of Grantor's Property as more particularly described and depicted in Exhibits "2" and "3" attached hereto ("Easement Area").

2. The Electrical Easement. Grantee shall have the perpetual, non-exclusive right to use the Easement Area in accordance with the conditions and covenants as set forth herein.

3. Purpose of Electrical Easement. The purpose of this easement is to provide the right to clear and keep clear said Electrical Easement and right of way from any structures or trees, to enter upon and pass and repass over and along said Easement Area, and to deposit tools, implements, and other material thereon by Grantee, its officers, agents, and employees and by persons under contract with said Grantee and their officers, agents, and employees, whenever and wherever necessary for the purpose of constructing, reconstructing, maintaining, operating, inspecting, repairing, replacing, relocating, renewing, and removing said **underground electrical energy distribution facilities**.

D-17078

4. Use of Electrical Easement. Grantor hereby covenants and agrees, by and for itself, and its successors and assigns, that Grantor shall not, without the express written consent of Grantee, erect, place or maintain any fence, building, structure or other obstruction on or near the Electrical Easement that may interfere with Grantee's use of the Electrical Easement or take any other action or grant any other privilege that may interfere with the reasonable exercise by Grantee of its rights and privileges under this Easement Agreement. Grantee hereby covenants and agrees, by and for itself, and its successors and assigns, that Grantee's use of the Electrical Easement shall not unnecessarily disrupt Grantor's use of the adjacent rail station. Grantee shall provide Grantor with such advance notice as may be reasonable prior to disrupting Grantor's use of the adjacent rail station.

5. Attorney Fees. In the event it becomes necessary to institute any action at law or in equity, whether pursued in a court of law, equity or by arbitration to enforce the terms of this Easement Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs.

6. Electrical Easement Runs with the Land. The Electrical Easement, rights, and obligations herein shall be perpetual, shall run with the land of the respective parties hereto, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Headings. Section headings contained in this Easement Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

8. Severability. If any portion of this Easement Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

9. Counterparts. This Easement Agreement may be signed in counterparts, each of which shall constitute an original.

10. Governing Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Riverside County.

11. No Waiver. Failure of a party hereto to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

12. Entire Agreement. This Easement Agreement contains the entire agreement of the parties relating to the subject matter hereof and supersedes all prior negotiations, agreements, or understandings. No supplement, modification, or amendment of this Easement Agreement shall be binding unless executed in writing and signed by both parties.

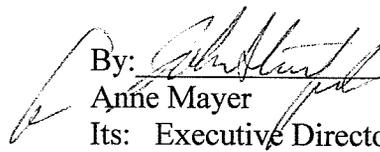


13. Binding Effect. This Easement Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantors and Grantee.

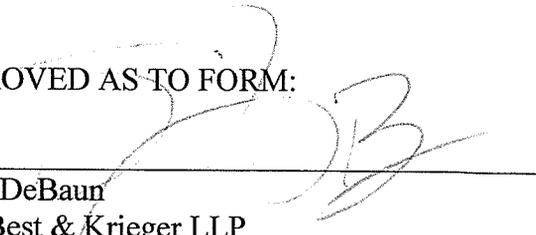
_____ IN WITNESS WHEREOF, the undersigned parties hereto have executed this Electrical Easement Agreement as of the date first written above.

GRANTOR:

RIVERSIDE COUNTY TRANSPORTATION
COMMISSION

By:  _____
Anne Mayer
Its: Executive Director

APPROVED AS TO FORM:

By:  _____
Steve DeBaun
Best Best & Krieger LLP
Counsel to the Riverside County Transportation
Commission



ACKNOWLEDGEMENT

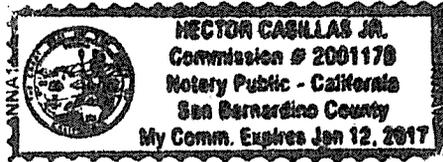
STATE OF CALIFORNIA)
COUNTY OF Riverside)

On August 21, 2014 before me, Hector Casillas Jr
Notary Public, personally appeared John Standiford,
who 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.

I certify under penalty of perjury under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



(Seal)



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 here by accepted by the undersigned officers 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 this duly authorized officer.

Date August 21, 2014

CITY OF RIVERSIDE

By: _____

David Welch
Real Property Services Manager

APPROVED AS TO FORM

[Signature]
SUPERVISING ATTORNEY



EXHIBIT "1" TO GRANT OF ELECTRICAL EASEMENT

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 2 of Lot Line Adjustment No. LL-P06-1026, recorded September 28, 2006, as Instrument No. 2006-0717818, of Official Records, being more particularly described as follows:

That portion of Parcel C of City of Riverside Lot Line Adjustment LL-P05-0323, per Certificate of Compliance recorded June 30, 2005, as Instrument No. 2005-0522960, Official Records, Records of Riverside County, California, said portion also being portions of Lots 17 and 18 of Twogood and Herrick's Subdivision, on file in Book 7, of Maps, Page 29 thereof, records of San Bernardino County, California, being described as a whole as follows:

Beginning at the Southeast corner of said Parcel C, said corner also being on the Northerly line of Marlborough Avenue, said Northerly line being a line parallel with, and 33.00 feet Northerly of the centerline of said Marlborough Avenue; thence North 89°49'59" West, along the Southerly line of said Parcel C, a distance of 726.48 feet;

Thence North 0°10'01" East, a distance of 551.99 feet, to the Northerly line of said Parcel C;

Thence North 89°43'27" East, along the Northerly line, a distance of 741.41 feet, to the Northeast corner of said Parcel C;

Thence South 01°41'51" West (recorded as South 01°41'52" West), along the Easterly line of said Parcel C, a distance of 557.92 feet, to the point of beginning.

Exhibit 1



EXHIBIT "2" TO GRANT OF ELECTRICAL EASEMENT

LEGAL DESCRIPTION OF ELECTRICAL EASEMENT AREA

Real property in the City of Riverside, County of Riverside, State of California, described as follows:

(See Attached)

Exhibit 2



EXHIBIT "A"

PROPOSED EASEMENT:

REAL PROPERTY IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

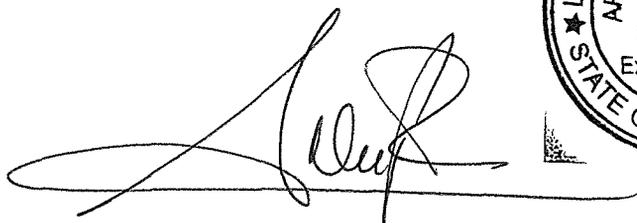
BEING A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT LL-P06-1026, PER CERTIFICATE OF COMPLIANCE RECORDED SEPTEMBER 28, 2006 AS INSTRUMENT NO. 2006-0717818 OF OFFICIAL RECORDS, LAYING EASTERLY FROM THE FOLLOWING DESCRIBED LINE:

BEGINNING ON THE SOUTHERLY LINE OF SAID PARCEL 2, SAID POINT OF BEGINNING BEING 10 FEET WESTERLY, MEASURED AT RIGHT ANGLES FROM THE WESTERLY RIGHT OF WAY LINE OF ATCHISON TOPEKA AND SANTA FE RAILROAD 100 FEET WIDE; THENCE NORTHERLY 214.85 FEET ALONG A LINE PARALLEL WITH AND DISTANT 10.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE SAID WESTERLY RIGHT OF WAY LINE; THENCE WESTERLY AT RIGHT ANGLES 11.00 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 21.00 FEET, MEASURED AT RIGHT ANGLES, FROM SAID WESTERLY RIGHT OF WAY LINE; THENCE NORTHERLY 51.22 FEET ALONG SAID PARALLEL LINE; THENCE EASTERLY AT RIGHT ANGLES 11.00 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 10.00 FEET FROM SAID WESTERLY RIGHT OF WAY LINE; THENCE NORTHERLY 179.05 FEET ALONG THE LAST MENTIONED PARALLEL LINE; THENCE WESTERLY AT RIGHT ANGLES 8.00 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 18.00 FEET FROM SAID WESTERLY RIGHT OF WAY LINE; THENCE NORTHERLY 29.23 FEET ALONG THE LAST MENTIONED PARALLEL LINE; THENCE EASTERLY 7.00 FEET AT RIGHT ANGLES TO A LINE PARALLEL WITH AND DISTANT WESTERLY 11.00 FEET, MEASURED AT RIGHT ANGLES, FROM SAID WESTERLY RIGHT OF WAY LINE; THENCE NORTHERLY 13.31 FEET ALONG THE LAST MENTIONED PARALLEL LINE; THENCE WESTERLY 7.00 FEET AT RIGHT ANGLES TO A LINE PARALLEL WITH AND DISTANT WESTERLY 18.00 FEET, MEASURED AT RIGHT ANGLES, FROM SAID WESTERLY RIGHT OF WAY LINE; THENCE NORTHERLY 35.18 FEET ALONG THE LAST MENTIONED PARALLEL LINE; THENCE 8.00 FEET EASTERLY AT RIGHT ANGLES TO A LINE PARALLEL WITH AND DISTANT WESTERLY 10.00 FEET FROM THE SAID WESTERLY RIGHT OF WAY LINE; THENCE NORTHERLY ALONG SAID LAST MENTIONED PARALLEL LINE 34.74 FEET TO THE NORTHERLY LINE OF SAID PARCEL 2 AND THE END OF THIS DESCRIPTION.

CONTAINING 6,671 SQUARE FEET, MORE OR LESS

SEE EXHIBIT "B" ATTACHED HERETO AND MADE PART HEREOF

PREPARED UNDER MY SUPERVISION:



ARMANDO D. DUPONT
PLS 7780
EXP. 12-31-15

7/15/14



DESCRIPTION APPROVAL:

 7/22/14
CURTIS C. STEPHENS, L.S. 7519 DATE
CITY SURVEYOR



2014-0319751
08/22/2014 10:33A
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D-17078

Date: July 15, 2014

CAL VADA

SURVEYING, INC.

411 JENKS CIRCLE, SUITE 205, CORONA, CA. 92880

Los Angeles • Denver

PHONE: 951-280-9960

FAX: 951-280-9746

Job No. 14344
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EXHIBIT "B"
 PLAT TO ACCOMPANY DESCRIPTION

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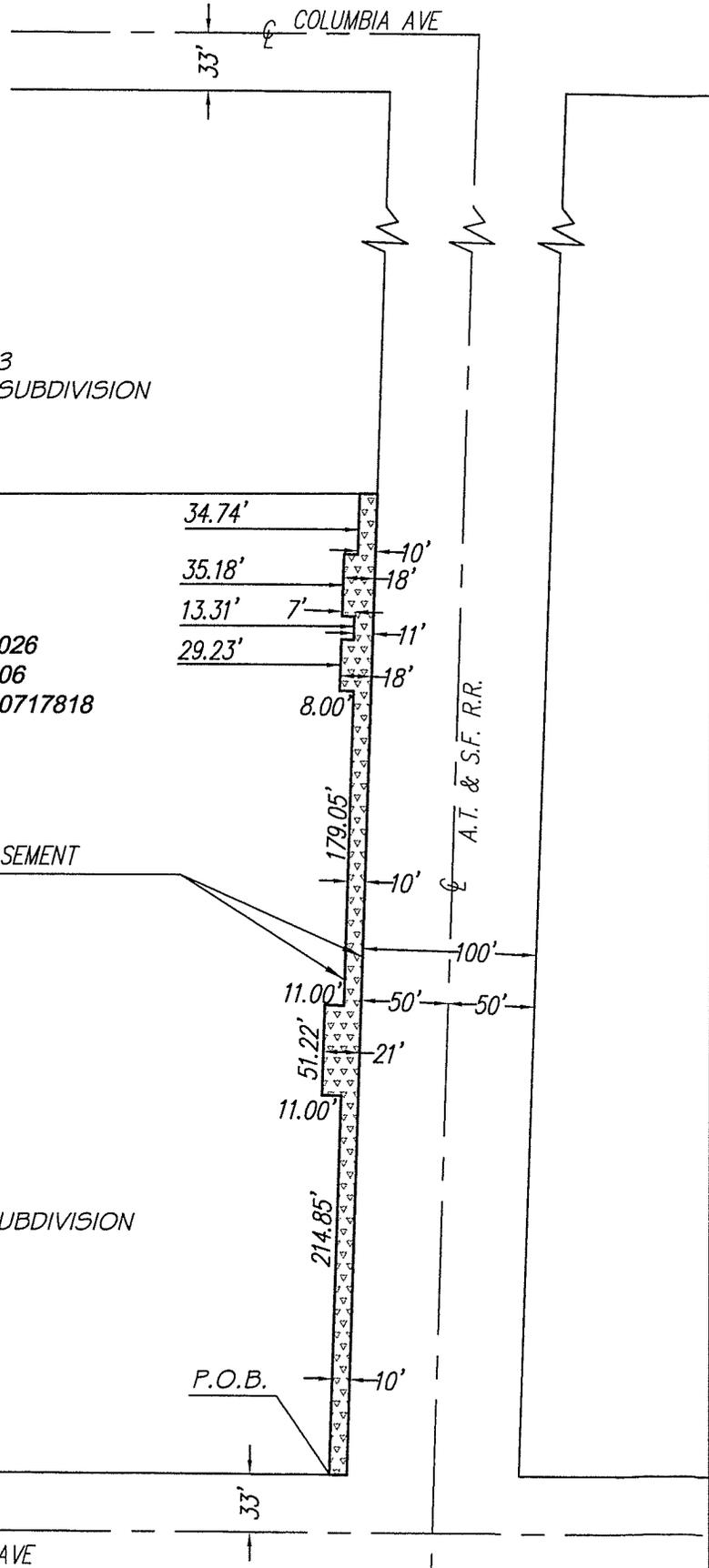
SCALE: 1" = 100'

PORTION LOT 13
 TWOGOOD AND HERRICK'S SUBDIVISION
 M.B. 7/29

PARCEL 2
 L.L.A. NO. LL-P06-1026
 REC. SEPT. 28, 2006
 INSTRUMENT NO. 2006-0717818
 O.R., RIV. CO.

PORTION LOT 18
 TWOGOOD AND HERRICK'S SUBDIVISION
 M.B. 7/29

PROPOSED EASEMENT



Date: July 15, 2014

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D-17078

FAX: 951-280-9746

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LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Hector Casillas JR

Commission #: 2001170

Place of Execution: RIVERSIDE

Date Commission Expires: Jan 12, 2017

Date: August 22, 2014

Signature: KBibolet

Print Name: King Bibolet

