

GRANT OF NON-EXCLUSIVE EASEMENT

Recording Requested By:
The Regents of the University of California

When Recorded, Mail To:
CITY CLERK
City Hall, 3900 Main Street
Riverside, California 92522

With a copy to:
University of California
Office of Architects & Engineers
3615A Canyon Crest Drive
Riverside, Ca 92507

RECEIVED FOR RECORD
AT 8:30 O'CLOCK

OCT 18 1991

Recorded in Official Records
of Riverside County, California

Willie Blundy
Recorder
Fees \$

3615A

THIS AGREEMENT is made this 1st day of August, 1991, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, hereinafter referred to as "Grantor", and THE CITY OF RIVERSIDE, a municipal corporation, hereinafter referred to as "Grantee".

WHEREAS, Grantee desires to acquire a certain easement in a portion of Grantor's property, which easement is described in Exhibits "A", "B", and "C", attached hereto and incorporated herein. Said easement is for the installation of an electrical distribution substation; overhead facilities for the transmission and distribution of electrical energy; underground facilities for the distribution of electrical energy; landscaping, irrigation systems and screening structures; ingress and egress; together with all necessary appurtenances to support the Grantee's electrical system and to provide electrical service to the Grantor to be located in a nonexclusive easement as shown in Exhibits "A", "B", and "C".

NOW, THEREFORE,

1. For valuable consideration, Grantor hereby grants to Grantee a nonexclusive easement over, under and across the Grantor's land located as shown on Exhibits "A", "B", and "C" for so long as said easement is used for the purposes of installation, operation, and maintenance of an electrical distribution substation; overhead facilities for the transmission and distribution of electrical energy; underground facilities for the distribution of electrical energy; landscaping, irrigation systems and screening structures; ingress and egress; together with all necessary appurtenances to support the Grantee's electrical system and to provide electrical service to the Grantor. Grantee shall provide for Grantor's approval, engineering plans for electrical

Please record for the benefit of the City of Riverside
[Signature]
Property Services Manager

361449

equipment to be owned by the Grantor and substation general arrangement and construction. Grantor expressly reserves the right to use the easement or to grant other easements or licenses within the same location subject to prior notification and concurrence by the Grantee so long as such use does not unreasonably interfere with the rights herein granted. In addition to the easement granted herein Grantor shall grant rights-of-entry to the Grantee that are mutually satisfactory to Grantor and Grantee to allow access to all Grantee's facilities within the nonexclusive easement.

2. Grantor also further grants to the Grantee the right to maintain said easement to the extent necessary to keep the easement area suitable for use by the Grantee which maintenance shall be at Grantee's sole cost and expense.

3. The easement herein granted is subject to all covenants, conditions, reservations, contracts, leases, including agricultural licenses, easements, encumbrances, restrictions, and rights of way of record and appurtenant thereto, and the use of the word "grant" shall not constitute any warranty on the part of the Grantor.

4. Grantee shall comply with all regulatory, environmental and safety requirements at Grantee's sole cost and expense.

5. Grantee shall not cause or permit any toxic or hazardous substances (as defined or referenced in Local, State of California, or Federal Law, Regulation, guideline or common law (collectively referred to as "Laws") except for toxic or hazardous substances of types and quantities permitted by laws and customarily used in substations of the type to be operated pursuant to this Grant of Easement. Grantee shall not permit the release of any toxic or hazardous substance in or under the easement parcel or into any ditch, conduit, stream, storm sewer or sanitary sewer connected thereto or located therein and shall fully and timely comply with all applicable Laws related to protection of the environment. Upon termination of this easement or vacation of the easement parcel, Grantee shall at its sole expense conduct an environmental site assessment, remove all toxic or hazardous substances and perform all required cleanup or remedial action. Grantee shall indemnify and save harmless Grantor from and against any and all liabilities, damages, suits, penalties, judgments and environmental cleanup, removal, response assessment or remediation cost from contamination of the easement parcel or releases of toxic or hazardous substances in, on or under the easement parcel resulting from Grantee's construction, operation, or use of or upon the easement parcel.

6. Grantee shall not materially interfere with the normal operation and activities of Grantor in its use of adjoining land, and Grantee shall use such routes and procedures on Grantor's land as occasion the least practical damage and inconvenience to Grantor.

7. Grantee shall repair and restore to original condition any of Grantor's property, including, but not limited to, roads, utilities, plantings, and fences that may be damaged or destroyed in connection with the exercise of the easement herein granted.

8. This Grant of Easement is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property, from whatever cause arising out of Grantee's, its contractors', agents', officers', members', employees', invitees' or licensees' use of the easement herein granted or the improvements or personal property thereto or thereon, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees. Grantee hereby covenants and agrees to and shall defend and indemnify Grantor, its officers, employees, and agents and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of this easement by Grantee, however occurring other than those caused by the willful or negligent acts or omissions of Grantor.

9. Grantee, its officers, employees, and agents shall assume all risk of injury or death of persons or damage to any and all property under the control or custody of Grantee upon such premises or damage or loss of any property maintained on the premises by Grantee, its contractors, agents, officers, members, employees, invitees or licensees except to the extent such injury, death, damage or loss is caused by the willful or negligent acts or omissions of Grantor.

10. Grantee shall be responsible for any damage to adjoining lands of Grantor or third parties resulting from installation, operation, and maintenance of the rights herein granted, including, but not limited to, soil erosion or damage resulting therefrom. Grantee shall promptly repair and restore to original condition any of Grantor's property, including, but not limited to, roads, utilities, buildings, and fences that may be damaged or destroyed in connection with the exercise of the easement herein granted.

11. Grantor may terminate this agreement any time after two consecutive years of continuous non-use of the easement by Grantee. In the event of such termination, the easement shall be quitclaimed from Grantee to Grantor, without expense to Grantor, and Grantor's land shall automatically revert to Grantor or its assigns and successors, without the necessity of any further action to effect said reversion.

12. Grantee alone shall pay any taxes or use fee(s) levied against the premises or against Grantee's interest by any governmental agency relating to the easement herein granted. Grantee shall not cause liens of any kinds to be placed against the property.

A

13. Grantee shall pay all escrow and recording fees incurred in this transaction and if title insurance is required by the Grantee, the premium charge therefor.

14. This instrument, together with the Agreement For 12 Kv Electric Service Upgrade executed on July 10, 1990 by Grantor and Grantee, incorporated herein by reference, constitutes the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral presentations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by both parties.

15. This instrument shall bind and inure to the benefit of the respective successors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTOR: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By Thomas G. Nycum
Thomas G. Nycum
Vice Chancellor--Administration

GRANTEE: THE CITY OF RIVERSIDE

By Terry Freyzel Mayor
Attest Karen E. Lindquist City Clerk

APPROVED AS TO FORM

Clarice Hursey
ASST. CITY ATTORNEY

EXHIBIT "A"

PARCEL 1

That portion of Lot A and Lot B of the Map of the Subdivision of Section 30, T2S, R4W, S.B.B. & M. as shown by map on file in Book 2, Page 37 of Maps, records of Riverside County, California, described as follows:

A strip of land 40.00 feet in width, the side lines lying 20.00 feet on either side of, parallel with, and at right angles to the following described line;

COMMENCING at the intersection of Canyon Crest Drive, formerly known as Canyon Crest Road, and Pennsylvania Avenue as shown by Record of Survey on file in Book 5, Page 31 of Record of Surveys; records of said County;

THENCE South 0° 00' 12" West, along the centerline of said Canyon Crest Drive, a distance of 1,873.73 feet;

THENCE North 89° 59' 48" West, a distance 44.00 feet to a point on the westerly right-of-way line of said Canyon Crest Drive, said point also being the POINT OF BEGINNING;

THENCE North 54° 09' 24" West, a distance of 609.43 feet;

THENCE North 53° 54' 56" West, a distance of 532.74 feet;

THENCE North 0° 07' 36" East, a distance of 404.93 feet;

THENCE North 0° 25' 45" East, a distance of 387.94 feet;

THENCE North 24° 55' 56" East, a distance of 235.46 feet;

THENCE North 18° 35' 12" West, a distance of 149.05 feet;

THENCE North 20° 10' 40" West, a distance of 187.32 feet;

THENCE North 19° 39' 41" West, a distance of 432.67 feet;

THENCE North 0° 12' 18" East, a distance of 384.25 feet;

THENCE North 0° 08' 56" East, a distance of 404.61 feet to a point hereinafter described as Point "A";

THENCE North 0° 27' 14" East, a distance of 127.29 feet;

THENCE North 0° 17' 17" East, a distance of 356.24 feet;

THENCE North 29° 25' 54" East, a distance of 200.07 feet to the END of the above described line;

EXCEPTING THEREFROM that portion lying within said Pennsylvania Avenue.

PARCEL 2

That portion of Lot A of the Map of the Subdivision of Section 30, T2S, R4W, S.B.B. & M. as shown by map on file in Book 2, Page 37 of Maps, records of Riverside County, California, described as follows:

A strip of land 40.00 feet in width, the side lines lying 20.00 feet on either side of, parallel with, and at right angles to the following described line;

BEGINNING at Point "A" as described in PARCEL 1 hereinabove;

THENCE South 89° 36' 18" East, a distance of 341.37 feet;

THENCE North 89° 47' 19" East, a distance of 197.32 feet;

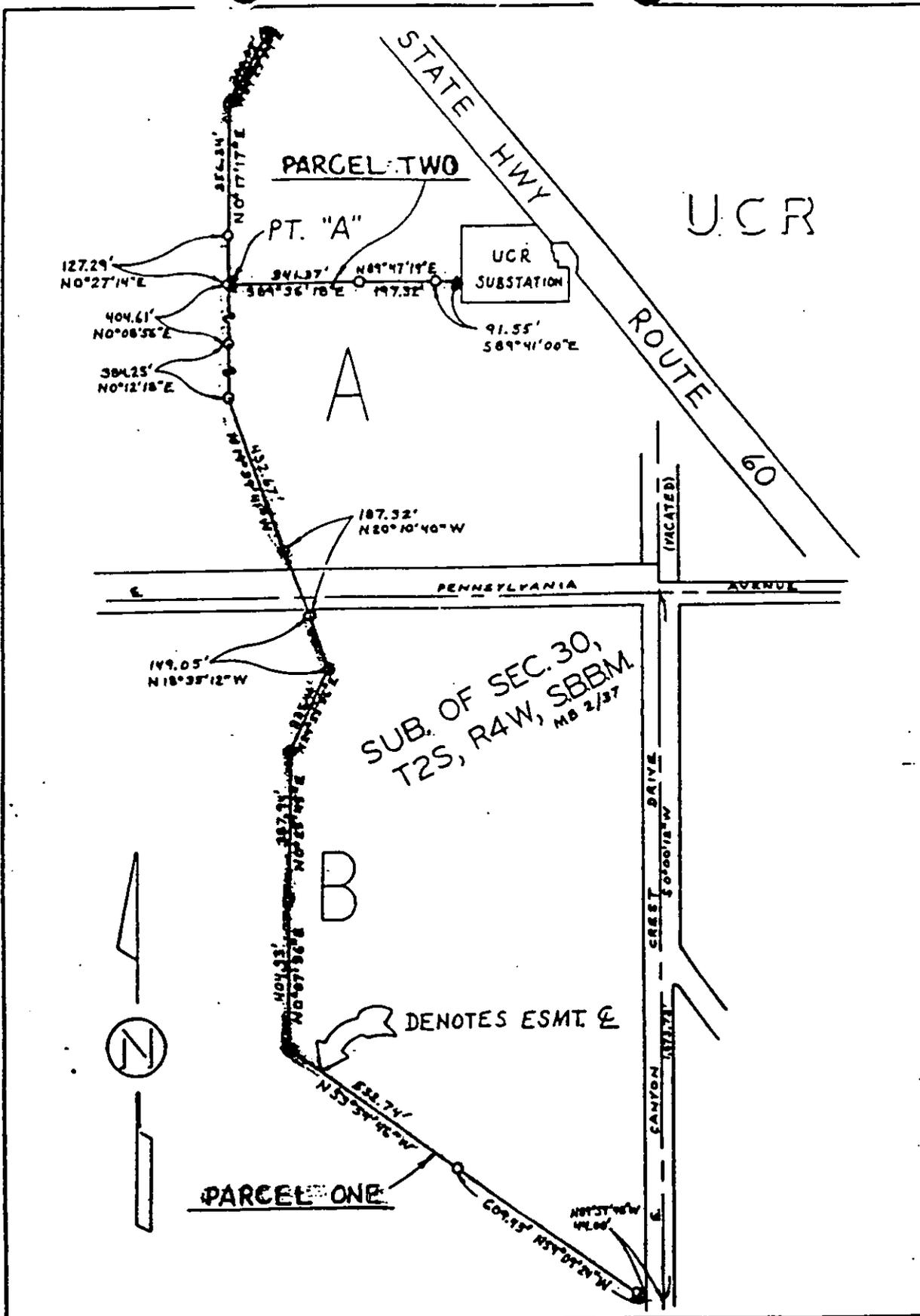
THENCE South 89° 41' 00" East, a distance of 91.55 feet to the END of the above described line.

1354u/k

DESCRIPTION APPROVAL:

George P. Hutchinson
1, 7, 91
SURVEYOR, CITY OF RIVERSIDE





• 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

12/20/21

SCALE: 1" = NTS

DRAWN BY JLS DATE 11/21/90

SUBJECT UNIVERSITY SUBSTATION

EXHIBIT "A"

EXHIBIT "B"

That portion of Lot 4 of the Box Springs Orange Tract as shown by map on file in Book 5, Page 180 of Maps, records of Riverside County, California, together with that portion of Section 30, Township 2 South, Range 4 West, San Bernardino Meridian lying within that certain unnumbered Lot having an area of 32.33 acres as shown by Record of Survey on file in Book 5, Page 31 of Record of Surveys, records of said Riverside County, described as follows:

COMMENCING at the southeasterly corner of said Lot 4;

THENCE North 89° 55' 13" West, along the southerly line of said Lot 4, a distance of 134.23 feet to an angle point in the southwesterly right-of-way of State Highway Route 60 (formerly Route 395) as shown by right-of-way map 8-RIV-395, Sheet 1 of 16 filed with the County Surveyor of said Riverside County September 26, 1966, said angle point being the POINT OF BEGINNING of this description;

THENCE North 39° 07' 58" West, along said southwesterly right-of-way, a distance of 37.43 feet to a line parallel with and distant 29.00 feet northerly, as measured at right angles, from said southerly line of Lot 4;

THENCE North 89° 55' 13" West, along said parallel line, a distance of 189.00 feet;

THENCE South 00° 04' 47" West, at right angles to the preceding course, a distance of 150.00 feet;

THENCE South 89° 55' 13" East, at right angles to the preceding course, a distance of 237.00 feet;

THENCE North 00° 04' 47" East, at right angles to the preceding course, a distance of 61.50 feet;

THENCE North 89° 55' 13" West, at right angles to the preceding course, a distance of 15.50 feet;

THENCE North 00° 04' 47" East, at right angles to the preceding course, a distance of 31.50 feet;

THENCE North 89° 55' 13" West, at right angles to the preceding course, a distance of 8.00 feet;

THENCE North 00° 04' 47" East, at right angles to the preceding course, a distance of 28.00 feet to said southwesterly right-of-way of State Highway Route 60 and said southerly line of Lot 4;

THENCE North 89° 55' 13" West, along said southwesterly right-of-way and said southerly line of Lot 4, a distance of 0.84 of a foot to the POINT OF BEGINNING;

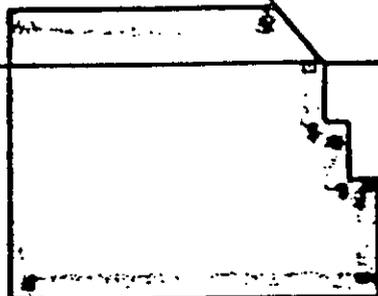
Area - 0.766 of an acre.

DESCRIPTION APPROVAL 1/2/91
George P. Hutchinson by *SW*
 SURVEYOR, CITY OF RIVERSIDE

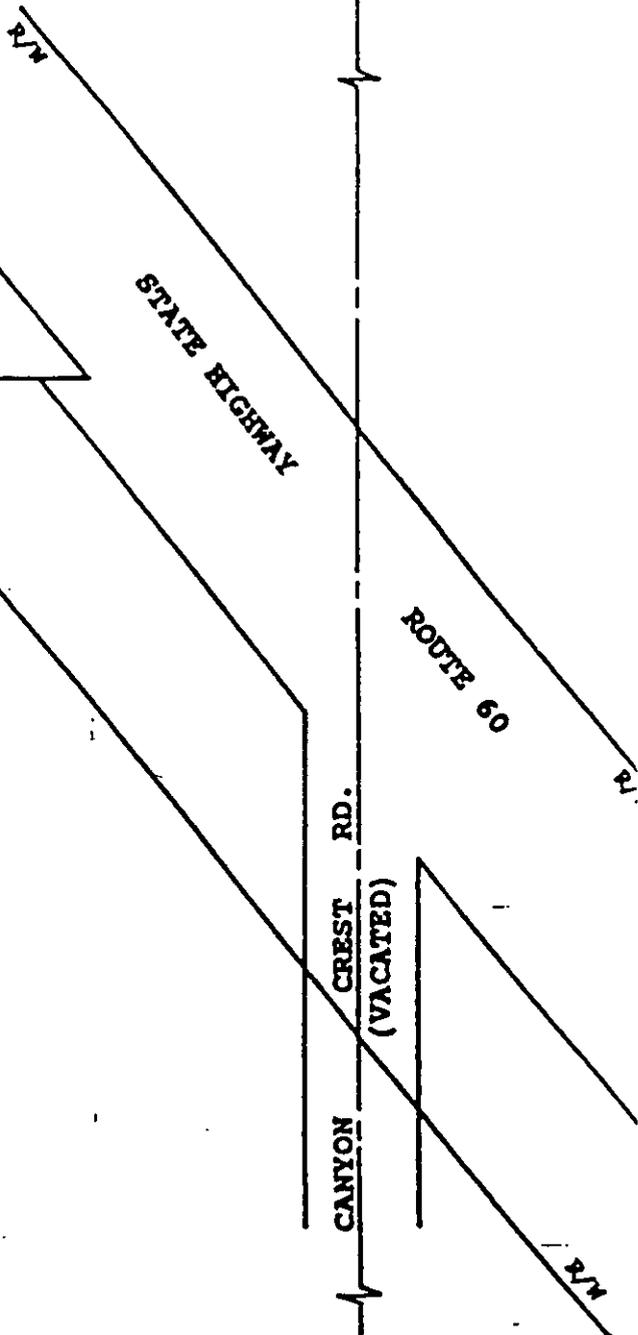
1028u/c
 01/03/91

19	20
30	29

LOT 4
 BOX SPRINGS ORANGE TRACT
 M.B. 5/180



POR. SEC. 30
 T2S R4W SBM
 R.S. 5/31



PENNSYLVANIA AVE.

• 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 2

12/2

SCALE: 1" = 100'

DRAWN BY RGE DATE 4/ 6/90

SUBJECT UNIVERSITY SUBSTATION.

EXHIBIT "B"

That portion of Lot 4 of the Box Springs Orange Tract as shown by map on file in Book 5, Page 180 of Maps, records of Riverside County, California, together with that portion of Section 30, Township 2 South, Range 4 West, San Bernardino Meridian lying within that certain unnumbered Lot having an area of 32.33 acres as shown by Record of Survey on file in Book 5, Page 31 of Record of Surveys, records of said Riverside County, described as follows:

COMMENCING at the southeasterly corner of said Lot 4;

THENCE North 89° 55' 13" West, along the southerly line of said Lot 4, a distance of 134.23 feet to an angle point in the southwesterly right-of-way of State Highway Route 60 (formerly Route 395) as shown by right-of-way map 8-RIV-395, Sheet 1 of 16 filed with the County Surveyor of said Riverside County September 26, 1966;

THENCE North 39° 07' 58" West, along said southwesterly right-of-way, a distance of 37.43 feet to a point on a line parallel with and distant 29.00 feet northerly, as measured at right angles, from said southerly line of Lot 4, said point being the POINT OF BEGINNING;

THENCE North 89° 55' 13" West, along said parallel line, a distance of 189.00 feet;

THENCE South 00° 04' 47" West, at right angles to the preceding course, a distance of 150.00 feet;

THENCE South 89° 55' 13" East, at right angles to the preceding course, a distance of 237.00 feet;

THENCE North 00° 04' 47" East, at right angles to the preceding course, a distance of 61.50 feet;

THENCE South 89° 55' 13" East, at right angles to the preceding course, a distance of 24.00 feet;

THENCE South 00° 04' 47" West, at right angles to the preceding course, a distance of 85.50 feet;

THENCE North 89° 55' 13" West, at right angles to the preceding course, a distance of 285.00 feet;

THENCE North 00° 04' 47" East, at right angles to the preceding course, a distance of 198.00 feet;

THENCE South 89° 55' 13" East, at right angles to the preceding course, a distance of 193.42 feet to said southwesterly right-of-way;

THENCE South 39° 07' 58" East, along said southwesterly right-of-way, a distance of 30.98 feet to the POINT OF BEGINNING.

Area 0.385 of an acre.

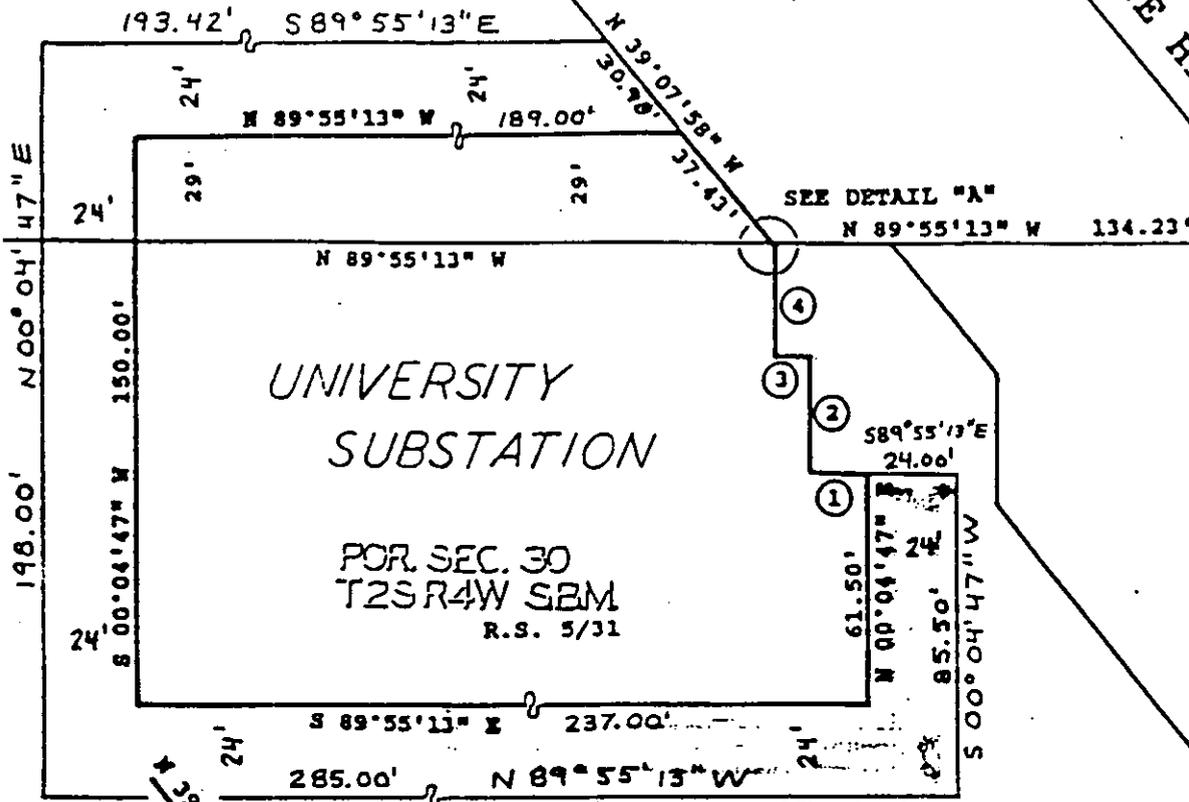
1339u/w

361449

LOT 4

BOX SPRINGS ORANGE TRACT
M.B. 5/180

STATE HIGHWAY ROUTE 60



SEE DETAIL "A"

UNIVERSITY
SUBSTATION

POR. SEC. 30
T2S R4W SBM
R.S. 5/31

NO.	BEARING	DIST.
1	N 89°55'13" W	15.50'
2	N 00°04'47" E	31.50'
3	N 89°55'13" W	8.00'
4	N 00°04'47" E	28.00'
5	N 89°55'13" W	0.84'

DETAIL "A"

• 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 2 OF 2

12/20

SCALE 1" = 50'

DRAWN BY RGF DATE 4/6/90

SUBJECT UNIVERSITY SUBSTATION

EXHIBIT "C"

13093