

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF RIVERSIDE
3900 Main Street, 7th Floor
Riverside, CA 92522
ATTN: City Clerk's Office

DOC # 2004-0083901

02/05/2004 08:00A Fee:NC

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Recorded in Official Records

County of Riverside

Gary L. Orso

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)

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GRANT OF EASEMENT
(Utility)

This Grant of Easement ("Grant") is made as of October 27, 2003 by and between Westminster Central LLC, an Illinois limited liability company ("Grantor") and the City of Riverside ("Grantee").

RECITALS

A. Grantor is the owner of certain real property ("Grantor Property"), situated in the City of Riverside, County of Riverside, California, and more particularly described and depicted on Exhibit "1" attached hereto and incorporated herein by this reference.

B. Grantee has asked Grantor to grant a certain easement as provided herein and Grantor has agreed to do so on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals and the easements and covenants contained herein, Grantor and Grantee agree as follows:

OPERATIVE PROVISIONS

1. Incorporation of Recitals. The foregoing Recitals are incorporated into these Operative Provisions as though fully set forth at this point.

2. Grant of Easement. For valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee the following:

Utility Easement. A non-exclusive easement ("Utility Easement") for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation,

renewal and removal of its facilities consisting of: public utility facilities on, over, in, across, along and under the Grantor Property.

Upon (a) establishment of the Facilities which is acceptable to Grantor and Grantee in their respective reasonable discretion, for present and future service to the Grantor Property and (b) payment of all costs of Grantee incurred in responding to Grantor's request, Grantor shall have the right to (i) require Grantee to establish specifically described non-exclusive easements on the Grantor Property for the installation, operation, maintenance, repair, alteration and replacement, from time to time, (including, without limitation, ingress and egress for such purposes) of Facilities to serve the Grantor Property and (ii) upon execution and acknowledgment by Grantor and recordation in the Records of Riverside County of an instrument conveying specifically described non-exclusive easements to Grantee which are acceptable to Grantee in its reasonable discretion, to require Grantee to terminate its rights in a blanket easement being conveyed in this Grant by quitclaim deed recorded in the Records of Riverside County.

Grantee's exercise of its rights under the Utility Easement shall not interfere with Grantor's use of the Grantor Property.

The surface area included within the Utility Easement, shall sometimes hereafter be referred to as the "Easement Area."

3. Rights Retained by Grantor. Grantor retains the right to use, develop and maintain the Grantor Property in any manner it determines in its sole discretion, provided that the same shall not materially interfere with Grantee's exercise of its rights under the Utility Easement. Grantor and Grantee acknowledge and agree that Grantor's use of the Grantor Property shall be deemed not to materially interfere with Grantee's exercise of its rights under the Utility Easement.

4. Indemnification. Grantee shall indemnify, defend and hold Grantor, and its officers, employees and agents harmless from and against any and all losses, claims, demands, costs, expenses, liens, fines, penalties, liabilities, judgments and damages resulting directly or indirectly from or related to Grantee's exercise of rights under the Utility Easement (including Grantee's installation, operation, maintenance, repair or replacement of any improvements within any Easement Area).

5. General Provisions.

(a) Inurement. The Utility Easement and all of Grantee's other rights under this Grant shall inure to the benefit of Grantee's successors, assigns, licensees and invitees.

(b) Amendment. This Grant may be amended or modified only by a written instrument executed and acknowledged by the parties or their successors in interest and recorded in the Official Records of Riverside County, California.

(c) Severability. Any provision of this Grant adjudicated by a court of competent jurisdiction to be invalid or unenforceable for any reason shall be ineffective to the



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extent of such prohibition or invalidity and shall not invalidate or otherwise render invalid or unenforceable any remaining provisions of this Grant.

(d) Number; Gender. Unless the context requires a contrary construction, the singular shall include the plural and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

(e) Applicable Law. This Grant shall be construed in accordance with the laws of the State of California.

(f) Entire Grant. This Grant is the entire agreement between Grantor and Grantee with regard to the subject matter of this Grant.

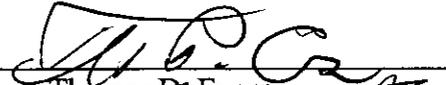
IN WITNESS WHEREOF, the parties execute this Grant effective this ___ day of October 2003.

(SIGNATURES FOLLOW)



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"Grantee"
CITY OF RIVERSIDE
PUBLIC UTILITIES DEPARTMENT

By: 
Thomas D. Evans
Public Utilities Director

"Grantor"
WESTMINISTER 3545 CENTRAL LLC 

By: 
George W. Carroll
Its: Managing Member

APPROVED AS TO FORM
CITY ATTORNEYS OFFICE

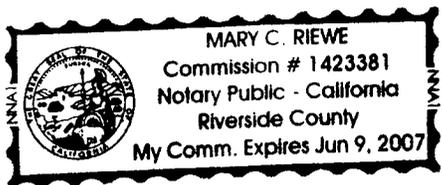
By: 
Deputy City Attorney



STATE OF California)
) ss.
COUNTY OF Riverside)

On November 6, 2003, before me, Mary Rieve, personally appeared Dwight Canoll, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Mary C. Rieve
Notary Public in and for said
County and State

STATE OF California)
) ss.
COUNTY OF Riverside)

On January 5, ²⁰⁰⁴~~2003~~, before me, Cheryl Balz, personally appeared Thomas P. Evans, personally known to me (or proved to me on the basis of ~~satisfactory evidence~~) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that ^{he}~~they~~ executed the same in ^{his}~~their~~ authorized capacities, and that by ~~their~~ ^{HIS} signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Cheryl Balz
Notary Public in and for said
County and State



EXHIBIT "1"

DESCRIPTION OF GRANTOR PROPERTY

Parcels 7 of Parcel Map No. 30418 as shown by map on file in Book 207 of Parcel Maps, at pages 20 through 25 thereof, Records of Riverside County, California.



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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 1/14/04

CITY OF RIVERSIDE

BY Michael Gutierrez

Administrative Services Manager



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