

When recorded mail to:

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

**DOC # 2004-0469839**

06/18/2004 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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FOR RECORDER'S OFFICE USE ONLY

Project: Canyon Springs Traffic Signal Esmts.  
A.P.N. 291-450-041

D - 15353



EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **SAM'S REAL ESTATE BUSINESS TRUST, a Delaware business trust**, as Grantor, grants to the CITY OF RIVERSIDE, a municipal corporation of the State of California, as Grantee, its successors and assigns, an easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of traffic signal and related electrical facilities, together with all necessary appurtenances, in, under, upon, over and along that certain real property as described in Exhibit "A" attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.

TOGETHER WITH the right to clear and keep clear said easement and right-of-way from any structures or trees, to enter upon and to pass and repass over and along said real property, 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 traffic signal and related electrical facilities.  
\* SEE APPENDUM.

Dated 1/15/04

**SAM'S REAL ESTATE BUSINESS TRUST, a Delaware business trust**

By Frances Coberly *St. Realty Manager*

Approved as to legal terms only  
by K McC  
WAL-MART LEGAL DEPT.  
Date: 1-13-04

By \_\_\_\_\_

**GENERAL ACKNOWLEDGEMENT**

State of Arkansas }  
~~California~~ } ss  
County of Benton }

On 1-15-04 (date), before me Michelle L. Rhoden (name)

a Notary Public in and for said State, personally appeared Frances Coberly  
Name(s) of Signer(s)

personally known to me - OR -  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.

"NOTARY SEAL"  
Michelle L. Rhoden, Notary Public  
Benton County, State of Arkansas  
My Commission Expires 3/14/2007

Michelle L Rhoden  
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. 20534 of said City Council adopted September 23, 2003, and the grantee consents to recordation thereof by its duly authorized officer.

Dated 6/17/04

**CITY OF RIVERSIDE**

By Mel Greaney

Administrative Services Manager

WALMART TSE.DOC

APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE  
BY [Signature]



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EXHIBIT "A"

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

A strip of land 90.00 feet in width, and being a portion of Parcel 11 of Parcel Map 19617, as shown by map on file in Book 128. Pages 91 through 103 of Parcel Maps, records of Riverside County, California, the centerline of said strip of land is described as follows:

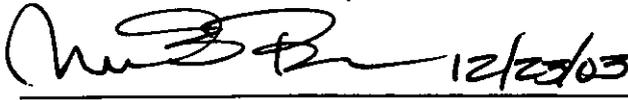
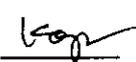
BEGINNING at the intersection of the centerline of Valley Springs Parkway with the centerline of Corporate Centre Place (formerly Riveridge Drive) as shown by said Parcel Map;

THENCE South 64°07'03" West, along the southwesterly prolongation of said centerline of Corporate Centre Place, a distance of 150.00 feet to the END of this centerline description;

EXCEPTING THEREFROM that portion lying northeasterly of the westerly boundary of Parcel E as described in Grant of Easement document recorded November 26, 1986, as Instrument No. 302611 of Official Records of said Riverside County.

Area - 6,489 square feet.

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

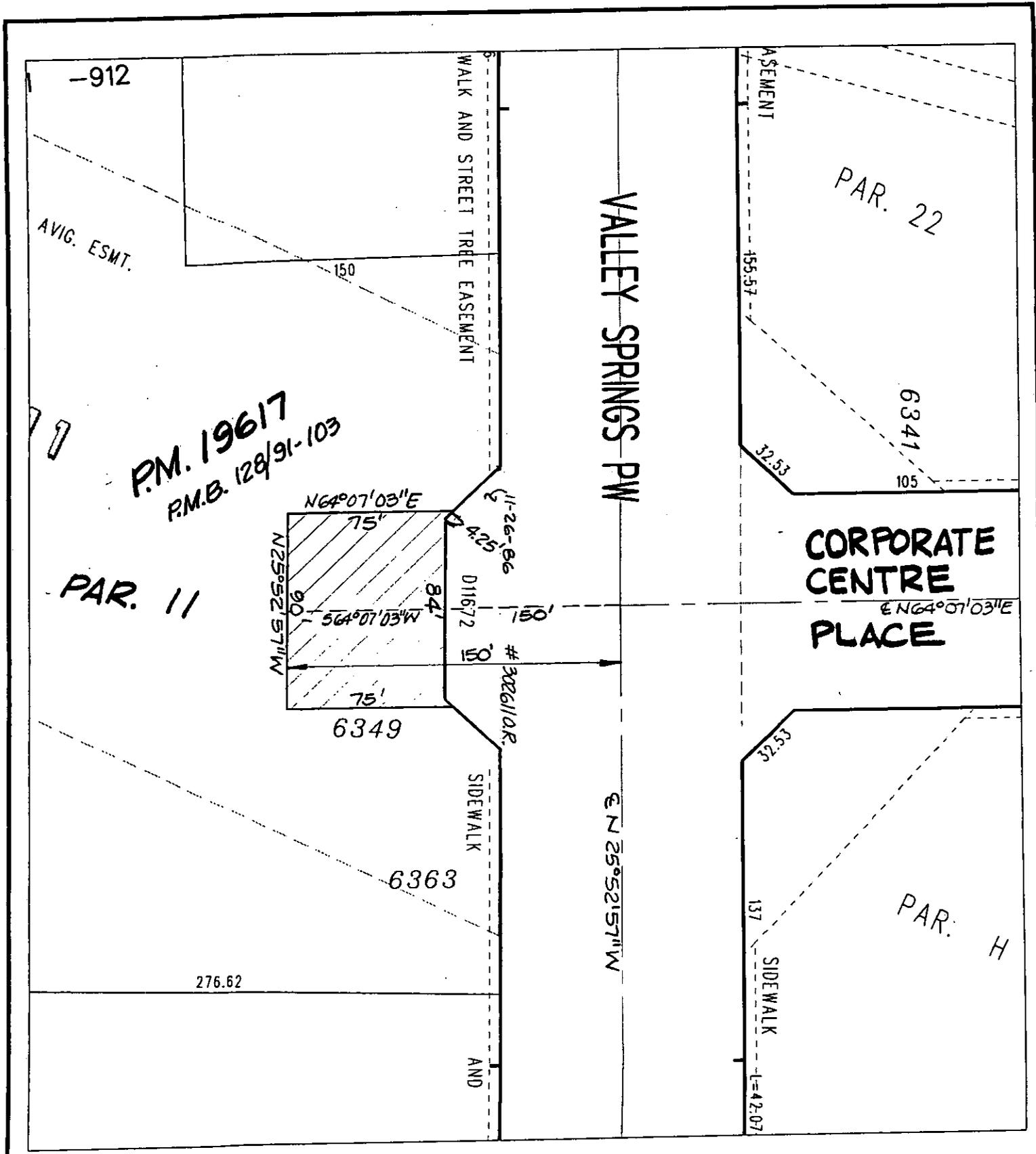
 12/23/03 Date  Prep.

Mark S. Brown, L.S. 5655  
License Expires 9/30/05

Date



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# ◆ CITY OF RIVERSIDE, CALIFORNIA ◆

59-7

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" = 60'

Drawn by: skn

Date: 12/17/03

Subject: CANYON SPRINGS TRAFFIC SIGNAL ESMTS.

15353

Riverside, CA #6378

Addendum To Traffic Signal Easement

Notwithstanding anything to the contrary in the attached document:

Grantee agrees to use do care in any use of the easement herein granted and in the construction, installation, repair, replacement and maintenance of either Grantee's improvements or the easement area as provided for herein so as not to unreasonably disturb Grantor's use of its property. Grantee agrees to return the easement area to its condition which existed prior to the installation of any of its improvements in the easement area, including but not limited to the replacement of any sod, landscaping, paving or other improvements that existed within the easement area prior to such installation.

The easement granted hereunder is a permanent easement and will continue in full force and effect so long as the easement is used by the Grantee, its successors and assigns. Notwithstanding, Grantor shall have the right at its sole option and expense to relocate said easement upon Grantor's property. Upon fifteen (15) days' written notice, Grantee shall release and extinguish all its rights granted pursuant to this easement.

Utility Easement Language  
Revised 8/16/99



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