WHEN RECORDED MAIL TO

City of Riverside

Property Services Division 3787 University Avenue Riverside, CA 92501

4/2003 08:00A Fee:NC Page 1 of 7 Recuided in Official Records Gary L. Orso

County of Riverside



М	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
					-			7	(1.)
								V	U /
Δ	R	1			COPY	LONG	REFUND	NCHG	EXAM

AGREEMENT AND GRANT OF EASEMENT

SLOPE EASEMENT

Agency: Department of Parks and Recreation

Project: Van Buren Blvd. Slope Easement

Median Barrier Project

File:

D-

Assessor Parcel No.: 238-220-002, Riverside County

THIS AGREEMENT AND GRANT OF EASEMENT is made and entered into by and between the STATE OF CALIFORNIA, Acting by and through the DEPARTMENT OF PARKS AND RECREATION hereinafter called State, and the CITY OF RIVERSIDE, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA, hereinafter called Grantee.

State, pursuant to the provisions of Public Resources Code Section 5012 hereby grants unto Grantee, its successors and assigns forever, an easement to grade, cut, fill, slope and maintain for road construction purposes, deemed necessary therefor by Grantee, over, on, under and across that certain real property situated in the City of Riverside, County of Riverside, State of California, as described the attached Exhibit "A", consisting of two pages, and by this reference made a part hereof, and as shown on the attached Exhibit "B", consisting of one page, and by this reference made a part hereof.

THE PROVISIONS ON THE REVERSE SIDE HEREOF CONSTITUTE A PART OF THIS AGREEMENT

June 25, 2002

STATE OF CALIFORNIA Department of Parks and Recreation

Acquisition and Development

GRANTEE: CITY OF RIVERSIDE, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

Name:

Name: Carol A. Chiodo

Depaty Director

Title:

Real Property Services Manager

I hereby certify that all conditions for exemption have been complied with and this document is exempt from the Department General Services approval.

Name: ~ Dr Title:

Debuty Director

RES600A: Adquisition and Development

PROVIDED, this Grant of Easement is subject to the following terms and conditions:

- 1. This Grant is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect said real property and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.
- 2. Grantee waives all claims against State, its officers, agents, and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this Easement, and Grantee agrees to protect, save harmless, indemnify, and defend State, its officers, agents and employees, from any and all loss, damage or liability, including, without limitation, all legal fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability, which may be suffered or incurred by State, its officers, agents and employees caused by, arising out of, or in any way connected with exercise by Grantee of the rights hereby granted, except those arising out of the sole negligence of State.
- 3. State reserves the right to use said real property in any manner, provided such use does not unreasonably interfere with Grantee's rights hereunder.
- State reserves the right to require Grantee, at State expense, to remove and relocate all improvements placed by Grantee upon said real property, upon determination by State that the same interfere with future development of State's property. Within 180 days after State's written notice and demand for removal and relocation of the improvements, Grantee shall remove and relocate the improvements to a feasible location on the property of State, as designated by State, and State shall furnish Grantee with an easement in such new location, on the same terms and conditions as herein stated, all without cost to Grantee, and Grantee thereupon shall reconvey to State the easement herein granted.
- This Easement shall terminate in the event Grantee fails for a continuous period of 18 months to use this Easement for the purposes herein granted. Upon such termination, Grantee shall forthwith upon service of written demand, deliver to State a quitclaim deed, to its right, title and interest hereunder, and shall, on State request, without cost to State, and within 90 days from written demand by State, remove all property placed by or for Grantee upon said real property and restore said premises as nearly as possible to the same condition they were in prior to the execution of this Easement. In the event Grantee should fail to restore the premises in accordance with such request, State may do so at the risk of Grantee, and all costs of such removal and restoration shall be paid by Grantee upon demand.
- Grantee understands that said Easement is within California Citrus State Historic Park, a state park, and Grantee agrees to abide by certain regulations and restrictions concerning Grantee's access to said Easement:
 - Except in the case of emergencies, prior to any entry upon said land for any of the purposes herein set forth, Grantee shall notify State by written or oral notice to the authorities in charge of said park.
 - Grantee shall restrict travel to such roads or routes within said park as said authorities in charge may reasonably designate.
 - Use of said roads or routes by Grantee shall be restricted to that use reasonably necessary in connection with the construction, operation, maintenance and repair of said slope easement.
 - Grantee shall not consent to the use of any of said roads or routes by members of the public without approval of State.

GENERAL ACKNOWLEDGEME	NT OPTIONAL SECTION
State of California	
ss	CAPACITY CLAIMED BY SIGNER
On Formary 4, 2003, before me Warth Azimbi (name)	() Attorney-in-fact () Corporate Officer(s)
(date) (name)	Title
a Notary Public in and for said State, personally appeared	Title
Name(s) of Signer(s)	() Guardian/Conservator
personally known to me - OR - proved to me on the basis of satistic evidence to be the person(s) name(s) is/are subscribed to the instrument and acknowledged to he/she/they executed the satistic his/her/their authorized capacity(ie) that by his/her/their signature(s) instrument the person(s), or the entity behalf of which the person(s) executed the instrument.	me that me in s), and () Partner(s)
WITNESS my hand and official sea	The party(jes) executing this
	I document is/are representing:

Signature

2903-180253
6202000 0000 0000
6202000 0000 0000
6202000 0000
6202000 0000
6202000 0000

	GENERAL ACKNOWLEDGEMENT	OPTIONAL SECTION	
State of California State of Riverside State	CAPACITY CLAIMED BY SIGNER () Attorney-in-fact		
On June 25, 2002 (date)	() Corporate Officer(s) Title		
a Notary Public in and for said Sta	Title() Guardian/Conservator		
Name(s	() Individual(s) () Trustee(s) (>>>) Other		
K. A. KITASATO Commission # 1249627 Notary Public - California San Bernardino County My Comm. Expires Feb 10, 2004	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.	() Partner(s) () General () Limited The party(ies) executing this document is/are representing:	
	Ca Citasalo Signature		

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, a Municipal Corporation of the State of California, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 18233 of said City Council adopted May 11, 1993, and the grantee consents to recordation thereof by its duly authorized officer.

CITY OF RIVERSIDE

Carol A. Chiódo

Real Property Services Manager

of the City of Riverside

EXHIBIT "A"

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

That portion of Block C of Arlington Heights, as shown by map on file in Book 11, Pages 20 and 21 of Maps, records of San Bernardino County, California, and that portion of Lot 2 of Van Buren Heights, as shown by map on file in Book 8, Page 3 of Maps, records of Riverside County, California, described as follows:

COMMENCING at the intersection of the centerline of Van Buren Boulevard with the centerline of Canyon Ridge Road, as shown by Parcel Map No. 21701, on file in Book 145, Pages 21 and 22 of Parcel Maps, records of said Riverside County;

THENCE North 31°31'36" East, along a line radial to the centerline of said Van Buren Boulevard, a distance of 55.00 feet to the northerly line of said Van Buren Boulevard, and being the POINT OF BEGINNING of the parcel of land being described; said point also being in the southwesterly line of that certain easement for slope purposes conveyed to the City of Riverside as Parcel 4 by Grant Deed recorded November 1, 1968, as Instrument No. 105225 of Official Records of said Riverside County;

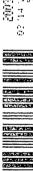
THENCE southeasterly along said northerly line of Van Buren Boulevard and being along a curve concaving northeasterly and having a radius of 2945.00 feet through a central angle of 0°43'48" an arc length of 37.52 feet to the most southerly corner of said Parcel 4;

THENCE North 2°23'53" West, along the easterly line of said Parcel 4, a distance of 53.96 feet to the most northerly corner of said Parcel 4; said corner being the beginning of a non-tangent curve concaving northeasterly, having a radius of 2900.00 feet, being concentric with the previously described curve, and to which the radius bears North 31°22'49" East;

THENCE northwesterly along said last mentioned curve through a central angle of 5°16'31" an arc length of 267.00 feet;

THENCE North 76°30'16" West, a distance of 110.00 feet to a point in said northerly line of Van Buren Boulevard; said point being the beginning of a non-tangent curve concaving northeasterly, having a radius of 2945.00 feet and to which the radius bears North 38°37'25" East;

THENCE southeasterly along said northerly line and along said last mentioned curve



through a central angle of 7°49'36" an arc length of 402.30 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM any portion of lying within said slope easement conveyed to the City of Riverside by said document recorded November 1, 1968.

13/0/Prep. 199

Area - 13,850 square feet.

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

Mark S. Brown, L.S. 5655

License Expires 9/30/03



