Recording Requested By and When Recorded Mail to:

Office of the President Regents of University of California Real Estate Service & Strategies 1111 Franklin St., 6th floor Oakland, CA 94607-5200

City Clerk's Office City of Riverside City Hall, 3900 Main Street Riverside, CA 92522 2020-0479567

10/07/2020 08:10 AM Fee: \$ 0.00

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Recorded in Official Records County of Riverside Peter Aldana



6080

No recording fee pursuant to Government Code §6103

GRANT OF EASEMENT AND AGREEMENT

D-17591

This GRANT OF EASEMENT AND AGREEMENT (the "Agreement"), made this 25th day of September, 2020, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, hereinafter referred to as "Grantor", and CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as "Grantee".

WHEREAS, Grantee desires to acquire certain easement ("Easement") in a portion of Grantor's property commonly known Dundee Residence Hall and Glasgow Dining project located at 680 West Linden Street, (the "Land"), which easement is described in Exhibit "A" and depicted on Exhibit "B" ("Easement Area"), attached hereto and incorporated herein.

NOW, THEREFORE, the parties agree as follows:

1. <u>Grant of Easement</u>. For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants to Grantee a nonexclusive underground easement (the "Easement") for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of electric energy transmission facilities (the "Facilities") within the Easement Area, which Facilities shall include, but are not limited to, underground electric transmission and distribution lines, cables, conduits, manholes, ground markers, terminal equipment cabinets, other associated electrical conductors, underground

structures, and necessary fixtures and appurtenances. All lines, cables, conduits, and underground structures shall be installed no less than three (3) feet below the surface of the Easement Area. The rights granted herein shall include the right of ingress and egress of persons and vehicles to and from the Easement Area; the temporary deposit of tools, equipment, machinery, and materials upon the Easement Area for use in the performance of the initial construction and installation work; and for purposes customary and incidental thereto by the Grantee, its officers, employees, agents or contractors.

- 2. <u>Reservation of Rights</u>. The Easement granted herein is a nonexclusive easement in gross. Grantor expressly reserves for itself, its successors and its assigns, the right to use the Easement Area and to grant other easements or licenses at the same location so long as such uses do not unreasonably interfere with the rights herein granted.
- 3. <u>Maintenance</u>. Except as otherwise set forth in this Agreement, Grantor shall maintain the Easement Area; provided, however, that Grantee will maintain all Facilities constructed or installed thereon by Grantee or associated with Grantee's use of the Easement Area. The operation and maintenance of such Facilities and Grantee's use of the Easement Area shall be at Grantee's sole cost and expense.
- 4. <u>Monitor</u>. Grantor shall have the right to reasonably regulate and monitor Grantee's activities within the Easement Area to ensure (i) that Grantee's activities do not interfere with operations within the Land, and (ii) that Grantee's activities comply with Applicable Laws. Except in the event of an emergency, Grantee will provide five (5) business days prior written notice to Grantor of any entry onto the Easement Area. Grantor, at its sole discretion, may have University of California, Riverside staff present during any and all construction activities and subsequent maintenance activities, including daily inspections.
- 5. Existing Conditions. This Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Land existing as of the date hereof, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the Easement or the Easement Area.

- 6. <u>Compliance with Laws</u>. Grantee, at its sole cost and expense, shall comply with all applicable laws, statutes, ordinances, regulations, requirements, rules, resolutions, and orders (collectively, "Applicable Laws") of any and all entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any governmental unit (federal, state, county, city or otherwise), whether now or hereafter in existence, including, but not limited to, all policies, procedures, and guidelines promulgated by Grantor pertaining to the use of Grantor's owned property generally and to activities taking place on the University of California, Riverside campus, in connection with its activities and use of the Easement Area or the exercise of its rights herein.
- 7. <u>Hazardous Materials</u>. Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Land or on any other real property of Grantor adjacent to the Easement Area.
- 8. <u>Relocation</u>. Grantor may relocate the Easement Area or any portion thereof if in the opinion of Grantor, the Easement unreasonably interferes with the present or future use by Grantor of Grantor's land, at Grantor's expense. In the event of a relocation by Grantor hereunder, Grantor shall provide to Grantee a substitute Easement Area reasonably suited to Grantee's needs at no additional cost to Grantee and Grantor shall pay for the cost to relocate any Facilities to the substitute Easement Area.

9. <u>Termination</u>.

- 9.1 Grantor may terminate this Easement and all of the rights granted herein any time after six (6) months of continuous non-use of the Easement or the Easement Area by Grantee.
- 9.2 In the event of a termination under Sections 9.1 or Section 21(b), the Easement shall be quitelaimed from Grantee to Grantor, without expense to Grantor, and any and all interest in Grantor's Land conveyed in this Easement shall automatically revert to Grantor or its assigns and successors, without the necessity of any further action to effect said reversion. On demand by Grantor, Grantee shall promptly remove any and all Facilities it installed in. on, under or above the Easement Area. At the option of Grantor, all such improvements shall become the personal property of Grantor at no cost to Grantor.

- 10. <u>Interference</u>. Grantee agrees to conduct its activities within or about the Easement Area in a manner that does not materially interfere with the use by and operation and activities of Grantor on its Land and nearby property, and Grantee shall use such routes and follow such procedures on Grantor's property as result in the least damage and inconvenience to Grantor. Grantee shall not block or impede access to and from the Land.
- 11. Operations. Grantee shall conduct its operations in a safe and workmanlike manner, and shall maintain the Facilities in good condition and repair. Grantee shall be responsible for any damage to Grantor's property resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. Grantee, at its sole cost and expense, shall promptly repair any damage caused by its use or exercise of its rights hereunder and restore to its original condition any of Grantor's property, including, but not limited to, the Land, roads, utilities, buildings and fences that may be altered, damaged or destroyed in connection with the exercise of the Easement rights or use of the Easement Area. Grantee acknowledges that there are other utilities and structures within the Easement Area, and it shall be the responsibility of Grantee to identify and not disturb nor damage such facilities unless such disturbance is necessary to perform the required work in the Easement Area (in which event, Grantee shall obtain all required approvals from the owner of such utilities or facilities before engaging in such work). Grantee shall use such routes and follow such procedures and policies as Grantor may require to minimize the potential for any damage to property, harm to persons, or inconvenience to Grantor.
- Disclaimer of Liability; Indemnification. 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' exercise of rights granted pursuant to this Easement or use of the Easement Area or of the improvements or personal property of Grantee 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 or to any property under the control or custody of Grantee, other than that caused solely by the willful or grossly negligent acts or omissions of Grantor. Grantee hereby covenants and agrees to defend and indemnify Grantor, its officers, employees, agents, students, invitees and guests 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 the Easement rights or use of the Easement Area by Grantee, however occurring, other than those caused solely by the willful or grossly negligent acts or omissions of Grantor.

13. [Intentionally omitted].

14. Notices. All notices, approvals, acceptances, demands and other communications required or permitted under this Agreement, to be effective shall be in writing and shall be delivered in person or by U.S. mail (postage prepaid, certified, return receipt requested) or by Federal Express or other similar overnight delivery service to the party to whom the notice is directed at the address of such party as follows:

To Grantee:

City of Riverside

Community & Economic Development Department

ATTN: Real Property Services 3900 Main Street, 3rd Floor Riverside, California 92522

To Grantor:

University of California, Office of the President

ATTN: Real Estate Services and Strategies

1111 Franklin Street, 6th Floor

Oakland, CA 94607

University of California, Riverside

ATTN: Real Estate Services

1223 University Avenue, Suite 240

Riverside, CA 92507

Any written communication given by mail shall be deemed delivered two (2) business days after such mailing date and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Either party may change its address by giving the other party written notice of its new address as provided above.

15. Insurance.

- 15.1 <u>Grantee's Insurance</u>. Grantee, at its sole cost and expense, shall insure its activities in connection with this License and obtain, keep in force, and maintain insurance, or self-insure, as follows:
- 15.1.1. Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:

- a. Each Occurrence \$1,000,000
- b. Products/Completed Operations Aggregate \$1,000,000
- c. Personal and Advertising Injury \$1,000,000
- d. General Aggregate \$2,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this License. The insurance shall have a retroactive date of placement prior to or coinciding with the commencement of the Term of this License.

- 15.1.2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- 15.1.3. Property Insurance. Fire and Extended Coverage Form in an amount sufficient to reimburse Grantee for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises including leasehold improvements hereinafter constructed or installed during the Term of this License.
 - 15.1.4. Workers' Compensation as required by California law.
- 15.1.5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of Grantor and Grantee against other insurable risks relating to performance.

The coverages required herein shall not limit the liability of Grantee.

The coverages referred to under Sections 15.1.1 and 15.1.2 shall include Grantor as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of Grantee, its officers, agents and employees. Grantee, upon the execution of this License, shall furnish Grantor with certificates of insurance evidencing compliance with all requirements. Grantee shall provide five (5) days advance written notice to Grantor prior to any Grantee-directed change of policy or insurer. In addition, should any of the above described policies be cancelled before the expiration date thereof, Grantee shall provide notice to Grantor upon receipt of insurer's notice of cancellation.

- 15.2 <u>Waiver of Subrogation</u>. Grantee hereby waives any right of recovery against Grantor due to loss of or damage to the property of Grantee when such loss of or damage to property arises out of any of the property perils included in the classification of fire or extended perils ("all risk" as such term is used in the insurance industry) whether or not such perils have been insured, self-insured, or non-insured.
- 15.3 <u>Grantor's Insurance</u>. Grantor may maintain a program of self-insurance at commensurate levels in satisfaction of the insurance obligations set forth in Section 15.1 and 15.2.

- 16. <u>Default</u>. In the event of a default or breach of this Agreement by Grantee, which default or breach remains uncured thirty (30) days after Grantee's receipt of written notice thereof, Grantor shall have the right to exercise all rights available at law or in equity.
- 17. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.
- 18. Severability. If any term, provision, covenant or condition of this Agreement shall be or become illegal, null, void, or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable shall be modified or changed by the parties to the extent possible to carry out the intentions and directives stated in this Agreement.
- 19. Attorneys' Fees. If any legal proceeding (lawsuit, arbitration, etc.), including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs actually incurred, which may be determined by the court in the same action or in a separate action brought for that purpose. The attorneys' fees award shall be made as to fully reimburse for reasonable attorneys' fees, paralegal fees, costs and expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate for reasonable attorneys' fees, paralegal fees, costs and expenses paid or incurred in good faith.
- 20. <u>Assignment</u>. Grantee acknowledges and agrees that it shall not voluntarily or by operation of law assign, give, transfer, license, or otherwise transfer all or any part of its rights, duties, or interests in this Agreement without Grantor's prior written consent. Any attempt to make an assignment in violation of this provision shall be a material default under this Agreement and shall be null and void absent an express signed written agreement between the parties to the contrary, no assignment of any of the rights or obligations under this Agreement shall result in a novation or in any other way release the assignor from its obligations under this Agreement. This

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

[signatures on next page]

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

GRANTOR:	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
GRANTEE:	CITY OF RIVERSIDE By Its: City Manager
	Approved as to Form:
	By: School Schoo

COLLEEN J. NICOL City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.		
State of California County of	Jennifer Ann Tennery, Here Insert Name and Title of the Officer No. WILLUX Name(s) of Signer(s)	
who proved to me on the basis of satisfactory ending subscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that by his/or the entity upon behalf of which the person(s) acter	dged to me that he/she/they executed the same in her/their signature(s) on the instrument the person(s),	
of is	certify under PENALTY OF PERJURY under the laws the State of California that the foregoing paragraph true and correct. ITNESS my hand and official seal.	
JENNIFER ANN TENNEY Notary Public - California Riverside County Commission # 2263625 My Comm. Expires Nov 17, 2022	gnature Signature of Notary Public	
Place Notary Seal Above OPTIONAL		
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.		
Description of Attached Document Title or Type of Document:		
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:	

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

	ficate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.		
State of California County ofRiverside OnOctober 6,2020 before me,) Iesha J. Shabazz, Notary Public		
Date	Here Insert Name and Title of the Officer		
personally appeared Al Zelinka			
	Name(s) of Signer(s)		
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.			
IESHA J SHABAZZ Notary Public - California Riverside County Commission # 2295924 My Comm. Expires Jul 2, 2023	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 of Notary Public		
Place Notary Seal Above			
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.			
Description of Attached Document Title or Type of Document:			
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Dimited Deneral Individual Attorney in Fact Trustee Deardian or Conservator Other: Signer Is Representing:	Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Guardian or Conservator Other: Signer Is Representing:		
\$\infty\pu\pu\pu\pu\pu\pu\pu\pu\pu\pu\pu\pu\pu\	\$2\$2\$2\$2\$2\$2\$2\$		

A notary public or other officer completing this certific document to which this certificate is attached, and not t	ate verifies only the identity of the individual who signed the he truthfulness, accuracy, or validity of that document.		
State of California)			
County of Riverside)			
	Iesha J. Shabazz, Notary Public		
Date	Here Insert Name and Title of the Officer		
personally appeared Colleen J his	201		
personally appeared	Name(s) of Signer(s)		
	7		
subscribed to the within instrument and acknow	evidence to be the person(s) whose name(s) is/are redged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), cted, 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.		
911111111111111111111111111111111111111	WITNESS my hand and official seal.		
IESHA J SHABAZZ Notary Public - California Riverside County Commission # 2295924 My Comm. Expires Jul 2, 2023	Signature Signature of Notary Public		
Place Notary Seal Above OPTIONAL			
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.			
Description of Attached Document Title or Type of Document: Grant of Easement and Agreement			
Document Date: September 25, 2020 Signer(s) Other Than Named Above:	Number of Pages:		
• , ,			
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:		
☐ Corporate Officer — Title(s):	Corporate Officer — Title(s):		
□ Partner - □ Limited □ General	☐ Partner — ☐ Limited ☐ General		
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact		
☐ Trustee ☐ Guardian or Conservator ☐ Other:	☐ Trustee☐ Guardian or Conservator☐ Other:		
☐ Other:Signer Is Representing:	Signer Is 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, a California charter city and 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. 23439 of said City Council adopted May 14th, 2019, and the grantee consents to recordation thereof by its duly authorized officer.

DATED 10/6/2020

CITY OF RIVERSIDE

By:

David Welch

Community & Economic Development Director

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EXHIBIT "A" LEGAL DESCRIPTION

Project: UCR - Dundee Glasgow

A.P.N.: 251-180-006

Address: 680 Linden Street

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

PARCEL A

That portion of the South ½ of Section 20, Township 2 South, Range 4 West San Bernardino Meridian, being a strip of land 10.00 feet in width, the centerline being described as follows:

COMMENCING at the intersection of the East right of way line of Canyon Crest Drive (33.00 feet half width) and the North line of the South ½ of the South ½ of said Section 20, also being the centerline of Linden Street (vacated);

Thence Northerly along said East Right of Way line, a distance of 8.00 feet to a line parallel with and distant 8.00 feet Northerly, measured at right angles to said North line, being the **POINT OF BEGINNING** of said centerline to be described;

Thence South 89°20'40" East, along said parallel line, a distance of 125.00 feet to a point hereinafter referred to as **Point "A"**;

Thence South 89°20'40" East, continuing along said parallel line, a distance of 94.00 feet;

Thence South 88°48'50" East, a distance of 315.00 feet to a point hereinafter referred to as **Point "B"**;

Thence continuing South 88°48'50" East, a distance of 24.00 feet to a point hereinafter referred to as **Point "C"**;

Thence continuing South 88°48'50" East, a distance of 93.00 feet to a line parallel with and distant 4.00 feet Northerly, measured at right angles to said North line;

Thence South 89°20'40" East, along said parallel line, a distance of 289.00 feet to a point hereinafter referred to as **Point "D"**;

Thence South 89°20'40" East, continuing along said parallel line, a distance of 19.00 feet to a point hereinafter referred to as **Point "E"**;

Thence South 89°20'40" East, continuing along said parallel line, a distance of 24.00 feet to a point hereinafter referred to as **Point "F"**;

Thence South 85°01'42" East, a distance of 53.15 feet to a point on said North line,

Thence South 89°20'40" East, along said North line, a distance of 535.00 feet;

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Thence South 87°42'26" East, a distance of 85.38 feet to a point hereinafter referred to as **Point** "G";

Thence continuing South 87°42'26" East, a distance of 89.62 feet to a line parallel with and distant 5.00 feet Southerly, measured at right angles to said North line;

Thence South 89°20'40" East, along said parallel line, a distance of 41.00 feet:

Thence North 69°43'51" East, a distance of 14.00 feet to said North line and to a point hereinafter referred to as **Point "H"**;

Thence South 89°20'40" East, along said North line, a distance of 24.00 feet to a point hereinafter referred to as **Point "I"**;

Thence South 89°20'40" East, continuing along said North line, a distance of 38.50 feet to a point hereinafter referred to as **Point "J"**;

Thence South 89°20'40" East, continuing along said North line, a distance of 11.50 feet to a point hereinafter referred to as **Point "J1"**;

Thence South 89°20'40" East, continuing along said North line, a distance of 348.50 feet to the **END** of this centerline description.

TOGETHER WITH a strip of land 10.00 feet in width, the centerline being described as follows:

BEGINNING at said Point "A";

Thence North 50°49'30" West, a distance of 31.50 feet to the END of this centerline.

TOGETHER WITH a strip of land 14.00 feet in width with the centerline beginning at said **Point** "B" and terminating at said **Point** "C". Said strip 14.00 feet in width to be situated 5.00 feet North and 9.00 feet South of the herein described centerline and excepting therefrom the North 10.00 feet.

TOGETHER WITH a strip of land 14.00 feet in width with the centerline beginning at said **Point** "E" and terminating at said **Point** "F". Said strip 14.00 feet in width to be situated 5.00 feet North and 9.00 feet South of the herein described centerline and excepting therefrom the North 10.00 feet.

TOGETHER WITH a strip of land 14.00 feet in width with the centerline beginning at said **Point** "H" and terminating at said **Point** "I". Said strip 14.00 feet in width to be situated 5.00 feet North and 9.00 feet South of the herein described centerline and excepting therefrom the North 10.00 feet.

The sidelines of said strip of land 10.00 feet in width shall be prolonged or shortened to terminate westerly in said East right of way of line of Canyon Crest Drive.

Area – 23,335 S.F. more or less

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PARCEL B

That portion of the South ½ of Section 20, Township 2 South, Range 4 West San Bernardino Meridian, being a strip of land 10.00 feet in width, the centerline being described as follows:

COMMENCING at a point in the centerline of the above described Parcel A at the hereinabove referenced Point "J", being a point on the North line of the South ½ of the South ½ of said Section 20;

Thence South 00°39'20" West, a distance of 5.00 feet to the **POINT OF BEGINNING** of said centerline to be described:

Thence continuing South 00°39'20" West, a distance of 39.00 feet to a line parallel with and distant 44.00 feet Southerly, measured at right angles to said North line and to a point hereinafter referred to as **Point "K"**;

Thence South 89°20'40" East, along said parallel line, a distance of 33.00 feet to a point hereinafter referred to as **Point "L"**:

Thence South 89°20'40" East, continuing along said parallel line, a distance of 24.50 feet to a point hereinafter referred to as **Point "M"**;

Thence South 89°20'40" East, continuing along said parallel line, a distance of 50.00 feet to a point hereinafter referred to as **Point "N"**;

Thence South 89°20'40" East, continuing along said parallel line, a distance of 11.00 feet;

Thence South 76°20'29" East, a distance of 20.00 feet to a line parallel with and distant 48.50 feet Southerly, measured at right angles to said North line;

Thence South 89°20'40" East, along said parallel line, a distance of 118.50 feet;

Thence South 59°19'47" East, a distance of 49.50 feet;

Thence South 00°01'25" West, a distance of 191.00 feet;

Thence South 21°02'14" West, a distance of 46.00 feet to a point hereinafter referred to as **Point "O"**;

Thence continuing South 21°02'14" West, a distance of 20.00 feet to a point hereinafter referred to as **Point "P"**;

Thence continuing South 21°02'14" West, a distance of 39.68 feet;

Thence South 35°15'02" West, a distance of 41.80 feet to the beginning of a tangent curve concave Southeasterly, having a radius of 180.00 feet;

Thence Southerly to the left along said curve an arc length of 110.74 feet through a central angle of 35°15'02";

Thence South 00°00'00" East, a distance of 119.00 feet;

Thence South 32°06'00" West, a distance of 31.00 feet to a point hereinafter referred to as **Point "Q"**;

Thence continuing South 32°06'00" West, a distance of 12.00 feet

Thence South 18°13'00" West, a distance of 105.00 feet to the **END** of this centerline description.

TOGETHER WITH a strip of land 21.00 feet in width with the centerline beginning at said **Point** "J" and terminating at said **Point** "K". Said strip 21.00 feet in width to be situated 5.00 feet West and 16.00 feet East of the herein described centerline and excepting therefrom the West 10.00 feet.

TOGETHER WITH a strip of land 17.00 feet in width with the centerline beginning at said **Point** "K" and terminating at said **Point** "L". Said strip 17.00 feet in width to be situated 9.00 feet North and 8.00 feet South of the herein described centerline and excepting therefrom that portion lying 5.00 feet North and 5.00 feet South of said centerline.

TOGETHER WITH a strip of land 13.00 feet in width with the centerline beginning at said **Point** "L" and terminating at said **Point** "M". Said strip 13.00 feet in width to be situated 5.00 feet North and 8.00 feet South of the herein described centerline and excepting therefrom the North 10.00 feet.

TOGETHER WITH a strip of land 16.00 feet in width with the centerline beginning at said **Point** "**M**" and terminating at said **Point** "**N**". Said strip 16.00 feet in width to be situated 5.00 feet North and 11.00 feet South of the herein described centerline and excepting therefrom the North 10.00 feet.

TOGETHER WITH a strip of land 20.00 feet in width with the centerline beginning at said **Point** "O" and terminating at said **Point** "P". Excepting therefrom that portion lying 5.00 feet Northwest and 5.00 feet Southeast of said centerline.

TOGETHER WITH a strip of land 10.00 feet in width with the centerline beginning at said **Point** "Q", thence North 75°00'00" West, a distance of 37.00 feet to the end of the centerline and to a point hereinafter referred to as **Point** "R".

TOGETHER WITH a strip of land 19.00 feet in width situated 5.00 feet Northeast and 14.00 feet Southwest of the centerline beginning at said **Point "R"**, thence North 75°00'00" West, a distance of 16.00 to the end of the centerline.

Area – 12,369 S.F. more or less

PARCEL C

That portion of the South ½ of Section 20, Township 2 South, Range 4 West San Bernardino Meridian, being a strip of land 10.00 feet in width, the centerline being described as follows:

COMMENCING at a point in the centerline of the above described Parcel A at the hereinabove referenced **Point "J1"**, being a point on the North line of the South ½ of the South ½ of said Section 20;

Thence North 00°39'20" East, a distance of 5.00 feet to the **POINT OF BEGINNING** of said centerline to be described and to a point hereinafter referred to as **Point "J2"**;

Thence continuing North 00°39'20" East, a distance of 15.00 feet to a point hereinafter referred to as **Point "J3"**;

Thence continuing North 00°39'20" East, a distance of 9.50 feet to a point hereinafter referred to as **Point "J4":**

Thence continuing North 00°39'20" East, a distance of 12.00 feet to a point hereinafter referred to as **Point "J5"**;

TOGETHER WITH a strip of land 79.90 feet in width situated 5.00 feet East and 74.90 feet West of the centerline beginning at said **Point "J2"** and terminating at said **Point "J3"**. Excepting therefrom that portion lying 5.00 feet East and 5.00 feet West of said centerline.

TOGETHER WITH a strip of land 16.00 feet in width situated 6.00 feet East and 10.00 feet West of the centerline beginning at said **Point "J4"** and terminating at said **Point "J5"**. Excepting therefrom that portion lying 5.00 feet East and 5.00 feet West of said centerline.

Area - 1,485.5 S.F. more or less

PARCEL D

That portion of the South ½ of Section 20, Township 2 South, Range 4 West San Bernardino Meridian, being a strip of land 10.00 feet in width, the centerline being described as follows:

COMMENCING at a point in the centerline of the above described Parcel A at the hereinabove referenced **Point "D"**;

Thence North 00°40'12" East, a distance of 5.00 feet to the **POINT OF BEGINNING** of said centerline to be described;

Thence continuing North 00°40'12" East, a distance of 25.27 feet;

Thence North 08°11'10" East, a distance of 111.00 feet;

Thence North 00°49'17" East, a distance of 99.00 feet to a point hereinafter referred to as **Point** "S";

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Thence continuing North 00°49'17" East, a distance of 17.50 feet to a point hereinafter referred to as **Point "T"**;

Thence continuing North 00°49'17" East, a distance of 35.00 feet to a point hereinafter referred to as **Point "T1"**;

Thence continuing North 00°49'17" East, a distance of 17.50 feet to a point hereinafter referred to as **Point "T2":**

Thence continuing North 00°49'17" East, a distance of 197.50 feet;

Thence South 89°11'36" East, a distance of 351.20 feet to a point hereinafter referred to as **Point "U"**;

Thence continuing South 89°11'36" East, a distance of 24.00 feet to a point hereinafter referred to as **Point "V"**;

Thence continuing South 89°11'36" East, a distance of 352.30 feet;

Thence South 00°49'17" West, a distance of 184.00 feet to a point hereinafter referred to as **Point "W"**;

Thence continuing South 00°49'17" West, a distance of 41.50 feet;

Thence South 45°41'39" West, a distance of 35.85 feet;

Thence South 00°49'17" West, a distance of 112.00 feet to a point hereinafter referred to as **Point "X"**;

Thence continuing South 00°49'17" West, a distance of 17.50 feet to a point hereinafter referred to as **Point "Y"**;

Thence continuing South 00°49'17" West, a distance of 131.00 feet to a point in the centerline of the above described Parcel A, said point being hereinabove referenced **Point "G"** and to the **END** of this centerline description.

EXCEPTING THEREFROM the southerly 5.00 feet of the previous course in this description.

TOGETHER WITH a strip of land 18.00 feet in width with the centerline beginning at said **Point** "S" and terminating at said **Point** "T". Excepting therefrom that portion lying 5.00 feet East and 5.00 feet West of said centerline.

TOGETHER WITH a strip of land 24.00 feet in width with the centerline beginning at said **Point** "T" and terminating at said **Point** "T1". Said strip 24.00 feet in width to be situated 5.00 feet West and 19.00 feet East of the herein described centerline and excepting therefrom the West 10.00 feet.

TOGETHER WITH a strip of land 14.00 feet in width with the centerline beginning at said **Point** "T1" and terminating at said **Point** "T2". Said strip 14.00 feet in width to be situated 5.00 feet West and 9.00 feet East of the herein described centerline and excepting therefrom the West 10.00 feet.

TOGETHER WITH a strip of land 15.00 feet in width with the centerline beginning at said **Point** "**U**" and terminating at said **Point** "**V**". Said strip 15.00 feet in width to be situated 10.00 feet North and 5.00 feet South of the herein described centerline and excepting therefrom the South 10.00 feet.

TOGETHER WITH a strip of land 18.00 feet in width with the centerline beginning at said **Point** "X" and terminating at said **Point** "Y". Excepting therefrom that portion lying 5.00 feet East and 5.00 feet West of said centerline.

TOGETHER WITH a parcel of land lying West and Northwest of the West line of hereinabove described Parcel D and South and East of a line described as follows:

BEGINNING at a point in the centerline of hereinabove described Parcel D referenced as **Point** "W":

Thence South 89°10'43" West, a distance of 30.29 feet;

Thence South 00°49'17" West, a distance of 64.84 feet to an angle point in the West line of hereinabove described Parcel D and the **END** of this line description.

EXCEPTING THEREFROM that portion lying within hereinabove described Parcel D.

Area – 19,732 S.F. more or less

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

Curtis C. Stephens, L.S. 7519

Date







