

2015-0390838

09/01/2015 11:25 AM Fee: \$ 0.00

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Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



When recorded mail to:

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

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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Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
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SIZE	NCOR	SMF	NCHGT:		NCHG.CC				

FOR RECORDER'S OFFICE USE ONLY

B

Project: Tyler-Panera Project P.U.E.'s
A.P.N.: 138-110-033 (Par. A of LL P13-1026)
Address: 3520 Tyler Street, Riverside, CA

D- 17235

EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **TARGET CORPORATION, a Minnesota corporation**, as Grantor(s), grant(s) to the CITY OF RIVERSIDE, a California charter city and municipal corporation, as Grantee, its successors and assigns, a non-exclusive easement and right-of-way (the "Easement") for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of ELECTRIC ENERGY DISTRIBUTION AND TELECOMMUNICATION FACILITIES (the "Facilities"), together with all necessary appurtenances, in, under, upon, over and along that certain real property described in **EXHIBIT "A"** (the "Easement Area") 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 Area from any structures or trees, to enter upon and to pass and repass over and along said real property, 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 FACILITIES.

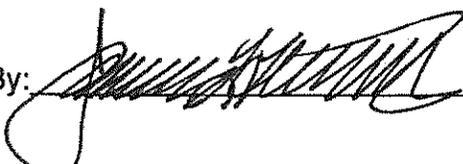
This Easement is granted subject to the terms of the attached Addendum.

D-17235

Dated _____

**TARGET CORPORATION,
a Minnesota corporation**

By: _____

By:  _____

Print Name: _____

Print Name: **James L. Tucker**
*Director Real Estate
Target Corporation*

Title: _____

Title: _____

ACKNOWLEDGMENT

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 Minnesota
~~California~~
County of Hennepin } ss

On August 19, 2015, before me, Natalie Rose Freeman,

notary public, personally appeared, James L. Tucker

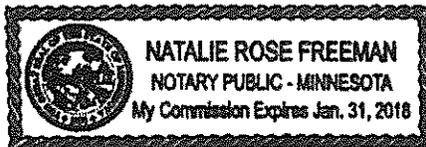
Director Real Estate of Target Corporation

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/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Minnesota ~~California~~ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Natalie Freeman
Notary Signature



ACKNOWLEDGMENT

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 _____ } ss

On _____, before me, _____,
notary public, personally appeared, _____

_____,
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.

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.

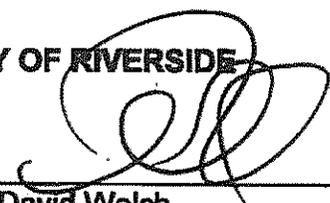
Notary Signature

**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 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. 21027 of said City Council adopted September 6, 2005, and the grantee consents to recordation thereof by its duly authorized officer.

DATED 8-31-2015

CITY OF RIVERSIDE

By: 

David Welch
Real Property Services Manager

APPROVED AS TO FORM


DEPUTY CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

Project: Tyler-Panera Project P.U.E.'s
A.P.N.: 138-110-033
Address: 3520 Tyler Street

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

That portion of Parcel "A" of Certificate of Compliance for Lot Line Adjustment No. LL-P13-1026, recorded June 24, 2014 as Document No. 2014-0231591 of Official Records of Riverside County, California, lying within the following described parcel of land:

COMMENCING at the centerline intersection of Tyler Street and Magnolia Avenue as shown on Parcel Map 15839, as shown by map on file in Book 80, Pages 3 and 4 of Parcel Maps, Records of said Riverside County;

THENCE South 34°00'00" East along the centerline of said Tyler Street, a distance of 1870.03 feet;

THENCE South 56°00'00" West, a distance of 65.00 feet to the most Northerly corner of Parcel 3 of those certain parcels of land granted to the City of Riverside by Grant Deed recorded May 17, 1991, as Instrument No. 166424, of Official Records of said Riverside County and the Southwesterly line of said Tyler Street and to the **POINT OF BEGINNING**;

THENCE North 34°00'00" West, along said Southwesterly line a distance of 29.00 feet;

THENCE South 56°00'00" West, a distance of 14.00 feet;

THENCE South 34°00'00" East, a distance of 13.00 feet;

THENCE South 56°00'00" West, a distance of 201.00 feet;

THENCE South 34°00'00" East, a distance of 238.50 feet;

THENCE South 32°32'51" East, a distance of 75.00 feet;

THENCE South 34°00'00" East, a distance of 15.00 feet;

THENCE North 56°00'00" East, a distance of 18.00 feet;

THENCE North 34°00'00" West, a distance of 15.00 feet;

THENCE North 38°39'02" West, a distance of 75.22 feet;

THENCE North 34°00'00" West, a distance of 105.00 feet to a point hereinafter referred to as Point "A" ;

THENCE continuing North 34°00'00" West, a distance of 117.50 feet;

THENCE North 56°00'00" East, a distance of 191.00 feet;

THENCE South 34°00'00" East, a distance of 22.00 feet;

THENCE North 56°00'00" East, a distance of 14.00 feet to a point on the Southwesterly line of said Tyler Street;

THENCE North 34°00'00" West, along said Southwesterly line a distance of 22.00 feet to the **POINT OF BEGINNING**.

TOGETHER with that portion of said Parcel "A", lying within a strip of land 10.00 feet in width, the centerline being describes as follows:

BEGINNING at the hereinbefore mentioned Point "A";

THENCE North 56°00'00" East, a distance of 20.78 feet to a point on the Northeast line of said Parcel "A" and the **END** of this centerline description;

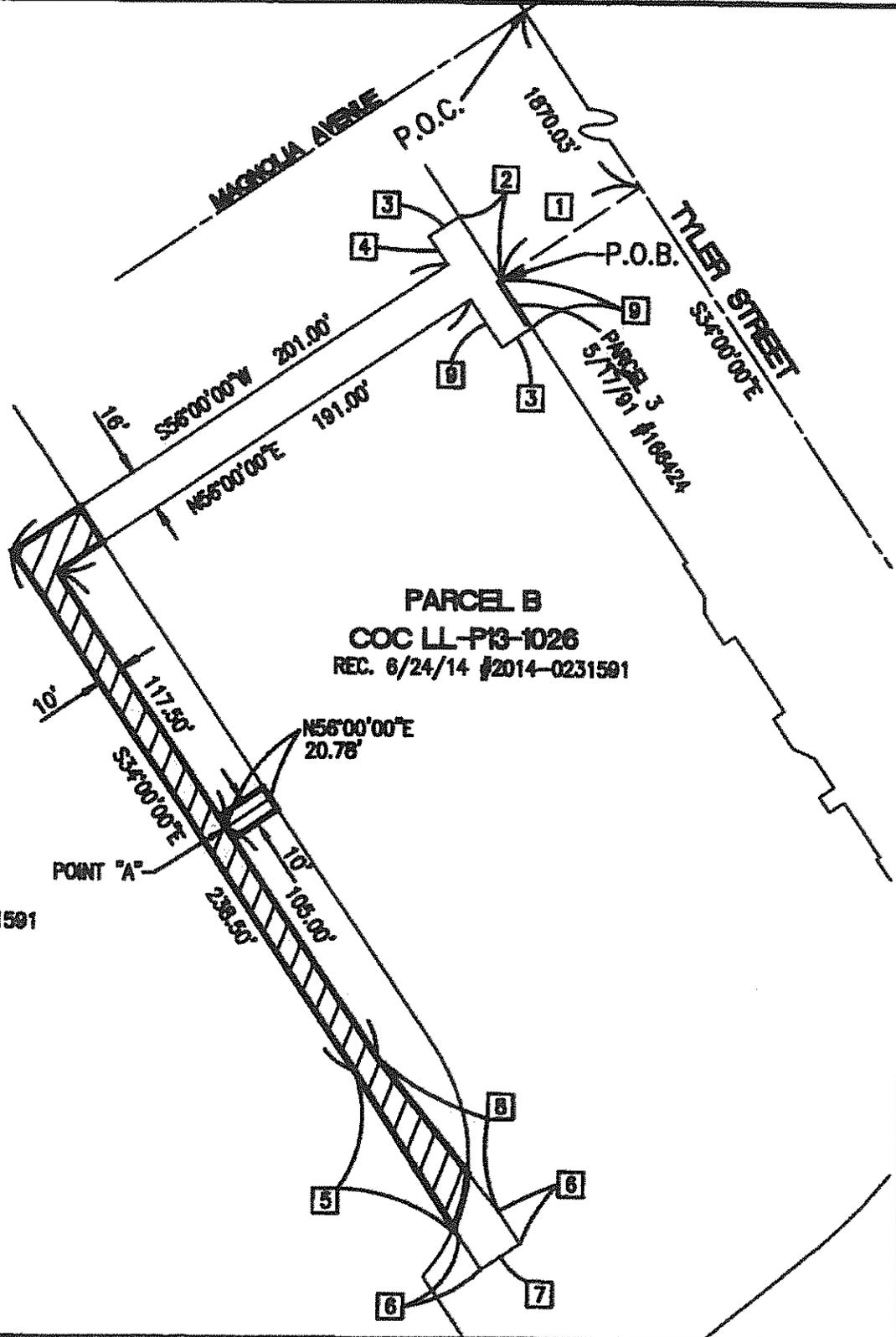
The sidelines of said strip of land 10.00 feet in width shall be prolonged or shortened to terminate Northeasterly in the Northeasterly line of said parcel "A" and Southwesterly in the Northeast line of the above described easement parcel.

Area -3786 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 7/22/05 Prep. 
Curtis C. Stephens, L.S. 7519 Date





PARCEL A
COC LL-P13-1026
 REC. 6/24/14 #2014-0231501

PARCEL B
COC LL-P13-1026
 REC. 6/24/14 #2014-0231501

□	LENGTH	BEARING
1	65.00'	S56°00'00"W
2	29.00'	N34°00'00"W
3	14.00'	S56°00'00"W
4	13.00'	S34°00'00"E
5	75.00'	S32°32'51"E
6	15.00'	S34°00'00"E
7	18.00'	N56°00'00"E
8	75.22'	N38°30'02"W
9	22.00'	S34°00'00"E

• 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

SCALE: 1"=60'

DRAWN BY: CURT

DATE: 7/22/15

SUBJECT: TYLER-PAMERA PROJECT P.U.E. (PARCEL A COC P13-1026)

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ADDENDUM TO UNDERGROUND UTILITY EASEMENT

By acceptance of the Easement created hereby, Grantee covenants and agrees with Grantor as follows:

1. Reservation of Rights; Relocation. Grantor hereby reserves and retains all other property rights in and to the Easement Area, including without limitation, the rights to (a) use the Easement Area for any purpose whatsoever, so long as such use does not substantially and unreasonably interfere with Grantee's rights hereunder (it being expressly understood that the use of the surface of the Easement Area for vehicular traffic, pedestrian traffic, landscaping, parking and/or signage shall be deemed not to substantially interfere with Grantee's rights hereunder) and (b) locate electric, gas and water lines and other utilities in the Easement Area, so long as such improvements do not substantially and unreasonably interfere with Grantee's permitted use of the Easement Area. Grantor further reserves and retains the right from time to time, in Grantor's sole discretion, to cause Grantee to relocate the Facilities at Grantor's expense, it being understood that if such relocation of the Facilities is to a place outside of the Easement Area, Grantee shall execute and deliver to Grantor, within sixty (60) days of written request, an amendment to this instrument setting forth the revised Easement Area.

2. Installation of Facilities. The Facilities placed in the Easement Area shall be buried to a depth not less than 30 inches below the existing surface, and Grantee shall cause the backfill to be compacted in layers to avoid settling, voids and/or air pockets. Grantee assumes the risk that vehicles using the surface of the Easement Area may damage the Facilities if the same are not adequately protected.

3. Conduct of Work and Notification. Any installation, maintenance, replacement, repair and/or removal of the Facilities performed by Grantee, its agents and employees shall be performed (i) at Grantee's sole cost and expense, (ii) during months other than November, December or January (except in the event of an emergency), (iii) after thirty (30) days' notice to the Grantor (except that in an emergency the work may be initiated after reasonable notice), (iv) after normal business hours (except in the event of an emergency) and (v) with adequate provision for the safety and convenience of all persons using the surface of such areas. In addition, Grantee, its agents and employees shall (a) promptly pay all costs and expenses associated with said work and (b) diligently complete such work as quickly as possible.

4. Use; Maintenance. Any use of the Easement shall be performed with care and in such manner as to cause the least interference with the surface of the Easement Area and with the use and enjoyment thereof by Grantor and others lawfully present thereon. Grantee shall maintain the Facilities in a good and safe condition, and Grantee shall install, maintain, operate, repair, replace and remove the Facilities in compliance with all applicable governmental rules, regulations and requirements. Grantee agrees to obtain at its sole cost and expense, before using the Easement Area for the purpose permitted hereunder, such permits, licenses or other authority as may be required from Federal, State, County, City or other governmental agencies or units exercising jurisdiction over the installation and operation of the Facilities, and Grantee further

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agrees to comply with and strictly observe any and all laws, ordinances, rules, regulations, codes and orders of any such governmental agency or unit.

5. Restoration by Grantee; Removal of Facilities. If the surface of Grantor's Property or any portion thereof, or any landscaping, curbing, pavement or other improvements thereon, shall be disturbed by installation, operation, maintenance, replacement or removal activities or other activities performed by or on behalf of Grantee in connection with the use of the Easement, said surface and improvements shall be promptly restored by Grantee to their condition just prior to such disturbance. Immediately following the performance of work by or on behalf of Grantee, Grantee shall remove from the Easement Area and surrounding land all equipment, materials and debris resulting from or used in connection with such work.

6. Grantor's Right to Maintain and Restore. In the event that Grantee shall fail to comply with its maintenance and/or restoration obligations, as set forth herein, for a period of thirty (30) days after receipt of notice from Grantor (except in the case of emergency, in which case no notice shall be required for Grantor to act), Grantor may, but shall not be obligated to, carry out Grantee's maintenance and/or restoration obligations, and Grantee shall reimburse Grantor for the costs expended by Grantor in connection therewith, plus a ten percent (10%) administration fee, within thirty (30) business days after receipt of an invoice from Grantor therefor. If Grantee fails to pay to Grantor such amounts within sixty (60) days after receipt of the invoice, plus interest on the amounts owed at the highest rate permitted by law, or 12%, whichever interest rate is lower, the easement rights herein granted shall terminate as of said date, and the same shall be of no further force and effect.

7. Normal and Reasonable Use by Grantor. Grantor, its successors and assigns and persons occupying or lawfully present on the Easement Area shall not be liable for damage, if any, which may be caused by normal and reasonable use of, or vehicular or pedestrian traffic over, the Easement Area. Such normal and reasonable use may include the landscaping or parking of vehicles on the Easement Area and installation, operation and maintenance of standard parking lot improvements including paving, bumper curbs, light standards, striping and landscaping.

8. Prohibition Against Liens. Grantee shall not permit any mechanics', materialmen's or other liens to be filed against Grantor's Property or any part thereof for work or materials furnished Grantee in connection with the Easement, and Grantee agrees to indemnify, defend and hold Grantor harmless from and against the same.

9. Insurance; Release. Grantee agrees to maintain at all times adequate commercial general liability insurance with respect to the Easement Area and the use and occupancy thereof (in an amount not less than \$1,000,000.00 per occurrence), specifically including coverage against claims for bodily injury, death and property damage occurring on or about the Easement Area and contractual coverage with respect to the indemnity obligations set forth in this instrument. Grantee shall furnish Grantor with evidence of such coverage before commencing any use or occupancy of the Easement Area, and upon request from time to time thereafter.

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10. Abandonment of Easement. In the event Grantee shall abandon or no longer use the Facilities or the Easement Area for a period of at least one year, then, notwithstanding any provision herein to the contrary, the Easement shall automatically terminate and Grantee shall, promptly upon request, execute a recordable instrument to evidence the termination and release of the Easement. Upon the termination of the Easement, Grantee shall promptly remove the Facilities and restore the Easement Area to a condition as good as or better than that which existed immediately prior to the installation of the Facilities (including the replacement of any landscaping, curbing or paving that has been removed or damaged).

11. No Representations or Warranties; Subject to Encumbrances. Grantee agrees that it is accepting the Easement without any warranty or representation regarding the Easement or the Easement Area, and subject to all valid and existing licenses, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions affecting Grantor's Property and/or affecting access thereto.

12. Condemnation. Grantee shall not claim or declare any fee interest in and to the Easement Area, and in the event of eminent domain proceedings or settlement pursuant thereto, Grantee shall make no claim against the award or compensation accruing out of or resulting from such event, save and except any payment made to Grantee for damage to the Facilities or with respect to removing or relocating the same.

13. Successors and Assigns. The terms "Grantor" and "Grantee", wherever used in this instrument, are intended in each instance to include the successors and assigns of Grantor as the owner of the Easement Area, and Grantee as the owner of the Facilities; provided however, that any liability or obligation of Grantor as to future events shall terminate upon the transfer of ownership of the Easement Area.