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DOC 2004-0582634
07/28/2004 08:00A Fee:105.00
Page 1 of 27
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder

OFFICIAL BUSINESS.
Document entitled to free
recording per Government
Code § 27837.

Recording Requested by and
When Recorded Mail to:

THE REDEVELOPMENT
AGENCY OF THE
CITY OF RIVERSIDE
3900 Main Street
Riverside, CA 92522

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TUA: 009-002
DJT: NOT OF
PUBLIC RECORD

SPACE ABOVE THIS LINE
FOR RECORDING USE

DX 1370

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GRANT DEED
[SUBJECT TO RIGHT OF REVERTER]

For valuable consideration, receipt of which is hereby acknowledged, **THE REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE**, a public body, corporate and politic (the "GRANTOR"), hereby grants and conveys to **ONTARIO GATEWAY BUSINESS CENTER LLC**, a California limited liability company (the "GRANTEE"), fee title subject to a right of reverter and other restrictions, that certain real property ("Parcel-Two") commonly known as Assessor's Parcel Number 207-130-003 located within the City of Riverside, County of Riverside, State of California, as more particularly described in the legal description attached as Exhibit "A", and as depicted on the diagram attached as Exhibit "B", and incorporated herein by reference.

RECITALS

A. This conveyance is in accordance with that certain Disposition and Development Agreement dated April 27, 2004 ("DDA") and entered into by the Grantor and Grantee. The DDA and related documents are public records on file in the offices of the City Clerk of the City of Riverside located at 3900 Main Street, Riverside, California 92522. Unless otherwise specified herein, all terms used in this Grant Deed shall have the meaning ascribed to them in the DDA.

B. Parcel Two has been conveyed to the Grantee by the Grantor for a consideration that is not less than the fair reuse value within the meaning of Health & Safety Code § 33433 of Parcel Two at its highest and best use. The Grantor has determined that this conveyance will assist in the elimination of blight and is consistent with the implementation plan adopted by Grantor pursuant to Health & Safety Code § 33490. As such, Grantee acknowledges and understands that the purpose of this transfer is to facilitate the public purpose of eliminating blight and is not to facilitate real estate speculation or excess profit taking in Parcel Two within

the meaning of Health & Safety Code § 33437.5 as that section exists on the date this Grant Deed is recorded.

C. Grantee acknowledges that as a material part of the consideration for this conveyance, the Grantor has reserved to itself a right of reverter as provided below. Grantee acknowledges that exercise of the right of reverter serves a public purpose.

D. Grantee acknowledges that Grantor has previously conveyed an Easement Deed to the Riverside County Flood Control and Water Conservation District ("RCFC") for construction use, repair, reconstruction, inspection, operation and maintenance of the University Wash Channel - Stage 4 and all appurtenant works, including ingress and egress thereto, over, upon, under and across that certain real property more particularly described in the Easement Deed recorded in the official records of the Recorder for Riverside County ("Storm Drain Easement"), a copy of which is attached hereto as Exhibit "D". Grantee also acknowledges that the Storm Drain Easement created under the Easement Deed encumbers a portion of Parcel-Two that is being conveyed herein. Grantor further acknowledges that the conveyance of Parcel-Two is made subject to certain restrictions regarding the use of the area within the Storm Drain Easement as set forth in Section 5 of this Deed.

E. Grantor and Grantee acknowledge that Parcel-Two is being conveyed together with a Private Water Easement over, upon, under and across that area of Parcel-One, more particularly described in the legal description attached hereto as Exhibit "E". Grantor and Grantee further acknowledge that said Private Water Line Easement was conveyed as set forth in the deed for Parcel-One.

NOW, THEREFORE, Grantor hereby reserves to itself the right of reverter and the right of repurchase as described herein, together with other restrictions, and Grantee in consideration of Grantor's conveyance of Parcel-Two, hereby covenants, promises and agrees to abide by such rights of Grantor:

RESERVATION AND RESTRICTIONS

1. **Reservations Run With the Land.** The reservations and restrictions ("Reservations") set forth herein are limitations on the ownership and use of the land as provided in Civil Code § 784. The Restrictions are made for the direct benefit of Parcel-Two, are appurtenant to the estate conveyed to the Owner herein, and shall run with the land and be binding upon Owner, as defined herein, as provided in Civil Code § 1460 through § 1468. These Reservations benefit, and may be enforced by, the Grantor, the City of Riverside ("City"), and their respective successors or assigns. Owner shall not challenge the Reservations as set forth in this Grant Deed or any right of Grantor or City created under this Grant Deed. Owner expressly acknowledges and agrees that the Reservations are reasonable restraints on Owner's right to own, use, maintain, and transfer Parcel-Two and any estate or interest therein and are not and shall not be construed to be an unreasonable restraint on alienation or a forfeiture.

2. **Grantor's Right of Reverter.** In consideration of the promises made by Grantor under the DDA, the public benefit to be derived by the Project Area from the Project when complete, and to insure timely completion of Phase Two of the Project, Grantor hereby reserves

for itself, and shall have, the right, at its option, to reenter and take possession of Parcel-Two or any portion thereof together with all improvements thereon and to terminate and revest in Grantor the estate conveyed to Grantee upon the occurrence of one of the events specified in this Section, after notice and opportunity to cure are provided herein. The right of reverter shall be released upon the recordation of a Release of Reverter in the official records of the Recorder for the County of Riverside.

2.1 **Release of Right.** Unless the Agency has previously exercised its reverter, and provided that none of the events specified in the Section is then ongoing, the Agency shall release its right of reverter on Parcel-Two within fifteen (15) business days from and after Completion of Phase Two of the Project. Agency's right of reverter for a particular parcel shall be deemed released upon the recordation of a Release of Reverter in the official records of the Recorder for the County of Riverside for that particular parcel. The Release of Reverter shall be in a form substantially similar in all material respects to the form attached hereto as Exhibit "C."

2.2 **Exercise of Right.** In the event of the occurrence of one or more of the events specified below, the Grantor, in order to exercise its right of reverter, shall provide Grantee with a Notice of Default in accordance with Section 8.1 [Default] of the DDA. In the event Grantee fails to cure the specified default within the time required, then the Grantor shall deliver to Grantee a written notice that the Grantor is electing to exercise its right of reverter ("Notice of Exercise"). The Notice of Exercise shall state that it is provided under Section 8.4.2 of the DDA or this section of the Deed, and that the Grantee must cure its Default within sixty (60) days of the date of the Notice of Exercise. Thereafter, Grantee shall cure the Default within the time provided. Grantor shall have the right to exercise its right of reverter in the event of any of the following occurrences:

2.2.1 Failure to Commence Phase One Construction. Agency may exercise its rights of reverter as to Parcel-Two when Developer fails to commence construction of the Phase One office building as required by the DDA, within the time provided in the Schedule of Performance, including any extensions thereof as may have been mutually agreed upon by the parties, or required by specific operation of the DDA.

2.2.2 Failure to Commence Phase Two Construction. Agency may exercise its rights of reverter as to Parcel-Two when Developer fails to commence construction of the Phase Two office building as required by the DDA, within the time provided in the Schedule of Performance of the DDA, including any extensions thereof as may have been mutually agreed upon by the parties, or required by specific operation of the DDA.

2.2.3 Abandonment of Phase or Project. Developer abandons or substantially suspends construction of an office building and related improvements for a period of thirty (30) business days, provided that Agency has not agreed to an extension of permitting the suspension of construction.

2.2.4 Failure to Complete Phase One. Agency may exercise its rights of reverter as to Parcel-Two when Developer fails to obtain Completion of Phase One of the Project within the time provided in the Schedule of Performance, including any extensions thereof as

may have been mutually agreed upon by the parties, or required by specific operation of the DDA.

2.2.5 Failure to Complete Phase Two. Agency may exercise its rights of reverter as to Parcel-Two when Developer fails to obtain Completion of Phase Two of the Project within the time provided in the Schedule of Performance of the DDA, including any extensions thereof as may have been mutually agreed upon by the parties, or required by specific operation of the DDA.

2.2.6 Assignments. Agency may exercise its rights of reverter as to Parcel-Two when Developer makes an Assignment, as defined in Section 7.1 [Assignment] of the DDA that is not permitted or approved as required under Article 7.0 [Assignments, Transfers and Rights of Holders] of the DDA or the Site or part thereof.

2.3 Resale After Exercise of Right. Upon the revesting in Grantor of possession of Parcel-Two, or any part thereof, as provided in this Section, Grantor shall, pursuant to its responsibilities under state law, use its best efforts to release, or resell Parcel-Two, as the case may be, or any part thereof, as soon and in such manner as Grantor shall find feasible and consistent with the objectives of such law and of the Redevelopment Plan to a qualified and responsible party or parties (as determined by Grantor), who will assume the obligation of making or completing the improvements, or such other improvements in their stead, as shall be satisfactory to Grantor and in accordance with the uses specified for Parcel-Two, or any part thereof, in the Redevelopment Plan. In the event of a resale, the proceeds thereof shall be applied as follows:

2.3.1 Agency Reimbursement. First, to reimburse Grantor on its own behalf or on behalf of the City for all costs and expenses incurred by Grantor, including but not limited to, salaries to personnel, legal costs and attorneys' fees, and all other contractual expenses in connection with the recapture, management, and resale of Parcel-Two (but less any income derived by Grantor from Parcel-Two or part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to Parcel-Two (or, in the event Parcel-Two is exempt from taxation or assessment or such charges during the period of ownership, then such taxes, assessments, or charges, as determined by the City, as would have been payable if Parcel-Two were not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations incurred with respect to the making or completion of the agreed improvements or any part thereof on Parcel-Two or part thereof; and amounts otherwise owing Grantor by Grantee, its successors, or transferees; and

2.3.2 Developer Reimbursements. Second, to reimburse Grantee, its successor or transferee, up to the sum of (i) the sum of the Purchase Price paid to Grantor by Grantee for Parcel-Two, (ii) the costs incurred for the development of Parcel-Two and for the agreed improvements existing on Parcel-Two at the time of the re-entry and repossession, less (iii) any gains or income withdrawn or made by Grantee from Parcel-Two or the improvements thereon.

2.3.3 Balance Retained. Any balance remaining after such reimbursements shall be retained by Grantor as its property.

2.4 Forfeiture. To the extent that the right established in this Section involves a forfeiture, it must be strictly interpreted against Grantor, the party for whose benefit it is created. However, the rights established in this Section are to be interpreted in light of the fact that Grantor has sold Parcel-Two to Grantee for the public purpose of redevelopment, and not for speculation in undeveloped land.

3. Subordination of Right of Reverter. The Agency agrees that in order to facilitate the timely development of the Project, it may be necessary for the Agency to subordinate its right of reverter on Parcel-Two to the lien or security interest created in favor of a commercial lender providing purchase and/or construction financing for Parcel-Two and Phase Two of the Project. The Agency shall have no obligation to subordinate its right of reverter to any lender or to any security interest created in Parcel-Two at the request of such lender unless such lender's loan to Developer has been obtained in accordance with, and approved by the Agency under Section 7.3.1 [Permitted Security Financing] of the DDA, and such loan is not cross-collateralized or otherwise secured by a lien or security interest in Parcel-One or the buildings or improvements thereon. The Agency shall have no obligation to subordinate its right of reverter to any lien created in favor of Developer or Developer's principles, members, shareholders, or partners, or any judgment lien, or the lien of any creditor of Developer other than as provided herein. Under no circumstances shall the Agency subordinate its right of reverter on Parcel-Two to any lien or security interest in Parcel-Two securing a loan by a commercial lender where such loan exceeds 85% of the value of Parcel-Two together with the building and improvements to be constructed on Parcel-Two under Phase Two of the Project at Completion based on appraisals or other economic analyses prepared in accordance with generally accepted accounting standards and practices. For purposes of this section, 85% of the value of Parcel-Two shall not be calculated or determined in such a manner as to include any value attributable to Parcel-One or the buildings or improvements to be constructed on Parcel-One.

4. Effect and Duration of Restrictions. The right of reverter and other restrictions shall remain in effect until Grantor records a Release of Reverter. The DDA requires release of the right of reverter within five (5) business days from and after completion. As defined in the DDA, Completion shall have occurred upon the issuance of a Certificate of Occupancy by the City for Phase Two of the Project or upon issuance of a Certificate of Completion by Grantor as provided in Section 3.2.3 [Completion] in the DDA.

5. Storm Drain Restrictions. Grantee agrees for itself, its successors and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures, except walls, fences, parking lots, and ground cover on the Storm Drain Easement, a copy of which is attached hereto as Exhibit "D". RCFC, and its contractors, agents, employees, successors, assignees and future grantees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the right herein granted; provided however, that in making any excavation of said Storm Drain Easement, RCFC, its contractors, agents, employees, successors, assignees and future grantees shall make the same in such a manner as will cause the least injury to the surface of the ground

RIV #4829-9942-4512 vJ

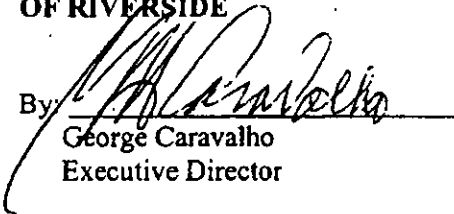
-5-

around such excavation, and shall replace the earth so removed by it to as near the same condition as it was prior to such excavation as is practicable. RCFC, its successors, and assigns, shall be solely responsible for the replacement of any wall, fence, parking lot, landscaping and/or ground cover removed by RCFC or its contractors, agents, employees, successors, assignees or its future grantees.

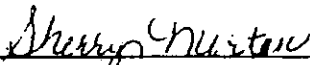
IN WITNESS WHEREOF, the Grantor and the Grantee have caused this instrument to be executed by themselves or by their respective officers duly authorized this 21st day of July, 2004.

GRANTOR

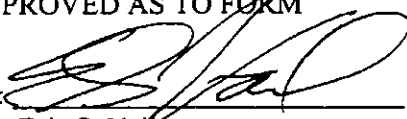
**REDEVELOPMENT AGENCY OF THE CITY
OF RIVERSIDE**

By: 
George Carvalho
Executive Director

ATTESTATION

By: 
Colleen Nicol
Agency Clerk

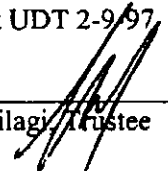
APPROVED AS TO FORM

By: 
Eric S. Van
Agency Special Counsel

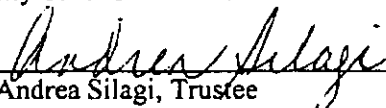
The Grantee hereby accepts Parcel-Two and approves each of the Reservations and Restrictions set forth in this Grant Deed.

ONTARIO GATEWAY BUSINESS CENTER LLC
a California limited liability company

By: Moshe Silagi, as Trustee of the Silagi
Family Trust UDT 2-9-97

By: 
Moshe Silagi, Trustee

By: Andrea Silagi, as Trustee of the Silagi
Family Trust UDT 2-9-97

By: 
Andrea Silagi, Trustee

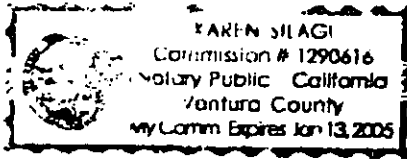
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of VENTURA } ss.

On JUNE 27, 2004 before me, KAREN SILAGI, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared MOISHE SILAGI AND ANDREA SILAGI
Name(s) of Signer(s)

personally known to me
 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.
Karen Silagi
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: GRANT DEED (SUBJECT TO RIGHT OF REVERTER)
Document Date: _____ Number of Pages: _____

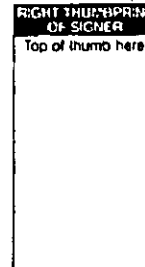
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



GOVERNMENT CODE SECTION 27361.7

I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE NOTARY STAMP
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS
FOLLOWS:

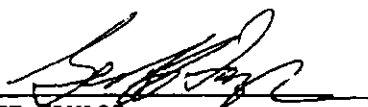
NAME OF NOTARY: KAREN SILAGI
COMMISSION # 1290616

DATE COMMISSION EXPIRES: JAN 13, 2005

DATE OF EXECUTION: JULY 27, 2004

PLACE OF EXECUTION: COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BY:


GEOFF TAYLOR

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Riverside } ss.

On July 20, 2004 before me, Janis Lowry, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared George Carvalho and Sherry Morton
Name(s) of Signer(s)

personally known to me
 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.

Janis Lowry
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

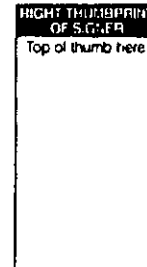


EXHIBIT "A"

Legal Description of Parcel-Two

EXHIBIT "A"
(PARCEL TWO - FEE)

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

All that portion of Lot A of Rivera Tract, as shown by map on file in Book 10, Page 4 of Maps, records of Riverside County, California, lying southerly and easterly of State Highway 60 as conveyed to the State of California by Deeds recorded January 15, 1960, as Instrument No. 3776 and June 1, 1960, as Instrument No. 48907 of Official Records of said Riverside County; said State Highway 60 is shown on Sheet 14 of 26 Sheets of State Highway Right-of-Way Map VIII RIV 19 RIV on file with the County Surveyor of said Riverside County;

EXCEPTING THEREFROM any portion of said Lot A lying within that certain parcel of land shown as Segment "G" by Map of Relinquishment on file in Book 3, Pages 27 through 31 of State Highway Maps, records of said Riverside County; a portion of said Segment "G" lies within the real property described in said document recorded June 1, 1960;

ALSO EXCEPTING THEREFROM that portion of said Lot A lying southwesterly of the northeasterly line of that certain parcel of land described as Parcel 2 by Resolution No. 20360 of the City Council of the City of Riverside, a certified copy of said Resolution No. 20360, recorded May 22, 2003, per Document No. 2003-370713 of Official Records of said Riverside County.

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


 6/25/04 Date Prep. Kop
Mark S. Brown, L.S. 5655
License Expires 9/30/05



EXHIBIT "B"

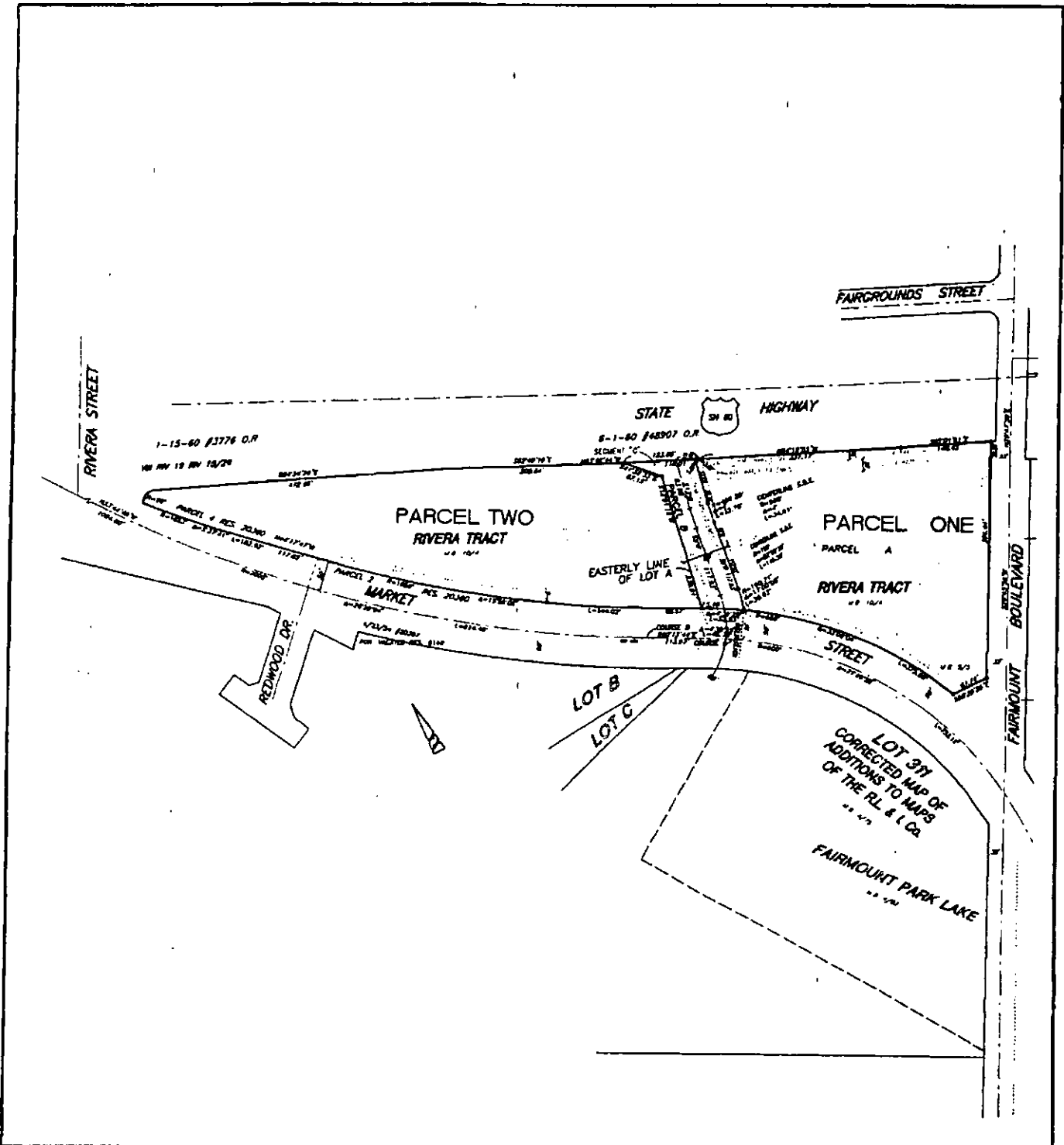
Legal Diagram of Parcel-Two

RIV #4829-9942-4512 v3

-1-

DX1370

EXHIBIT "B"



• 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.

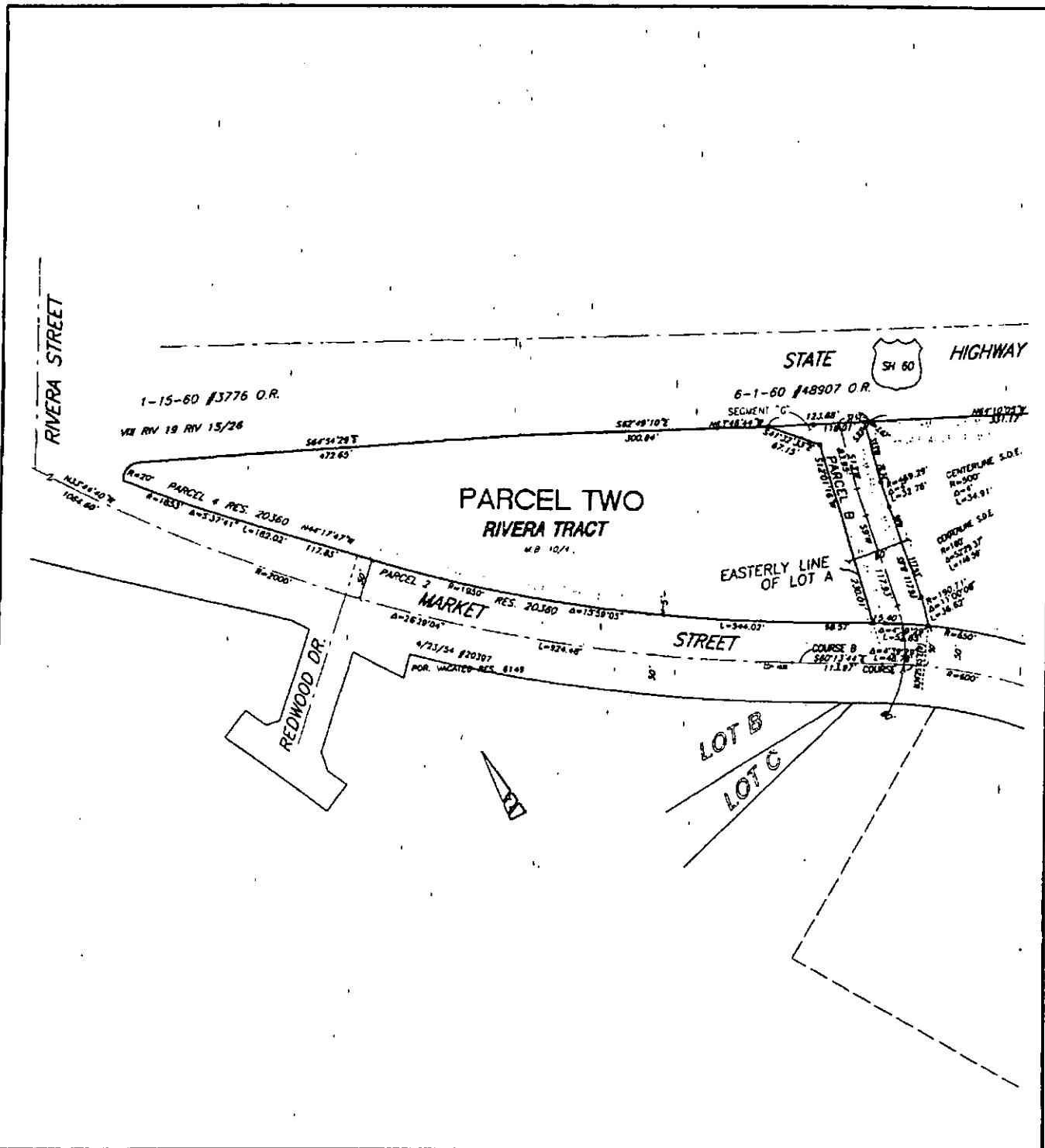
SHEET 1 OF 2

SCALE: N.T.S.

DRAWN BY: *Kgs* DATE: 6/24/04

SUBJECT: ONTARIO GATEWAY LLC

EXHIBIT "B"



• 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 2 OF 2

SCALE: N.T.S.

DRAWN BY: *Kqs* DATE: 6/24/04

SUBJECT: ONTARIO GATEWAY LLC - PARCEL TWO

DX1370

EXHIBIT "C"
Release of Reverter

RIV #4829-9942-4512 v3

-1-

DX1370

OFFICIAL BUSINESS

Document exempt from recording fees pursuant to Cal. Gov. Code § 27383.

Recording Requested By And When Recorded Mail To:

REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE
3900 Main Street
Riverside, CA 92522

SPACE ABOVE THIS LINE
FOR RECORDING USE

RELEASE OF RIGHT OF REVERTER

This Release of Right of Reverter is dated for reference purposes as of _____, 2004.

RECITALS

A. **ONTARIO GATEWAY BUSINESS CENTER LLC**, a California limited liability company ("Owner"), has acquired that certain parcel of real property located within the City of Riverside, County of Riverside, State of California, which is commonly known as Assessor's Parcel Number 207-130-003 (the "Property"), and which is more particularly described in the legal description attached hereto and incorporated herein by reference as Attachment "1," from the **REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE**, a public body, corporate and politic, ("Agency"), pursuant to that Disposition and Development Agreement by and between Owner and the Agency and dated _____, 2004 ("DDA"). The DDA and related documents are public records on file in the offices of the City Clerk of the City of Riverside located at 3900 Main Street, Riverside, California 92522. The DDA and related documents are incorporated herein by reference. Unless otherwise specified herein, all terms in initial capitalization shall have the meaning ascribed to them in the DDA.

B. Section 8.4 [Right of Reverter] of the DDA and Section 2 [Right of Reverter] in the Grant Deed for the Property entitled the Agency to reenter and take possession of the Property or any portion thereof together with all improvements thereon and to terminate and revert in the Agency the estate conveyed to Owner upon the occurrence of one or more of the events specified in that Section 8.4 and Section 2. This right of reverter was reserved by the Agency in the Grant Deed conveying the estate in the Property to Owner.

C. The Agency hereby declares that none of the events specified in Section 8.4 [Right of Reverter] of the DDA or Section 2 of the Grant Deed have occurred and that the Agency has not elected to exercise its right of reverter, has not reentered the Property nor reclaimed possession, and has not reverted in the Agency the estate conveyed to Owner. The Agency further declares that all of the conditions and obligations of Owner which are a precondition of the release of the Agency's right of reverter have been fully and completely

RIV #4842-2625-8432 v2

-1-

satisfied by Owner and accepted by the Agency. It is therefore the intent of the Agency through this Right of Reverter to release and relinquish its right of reverter.

D. This Release of Reverter is expressly authorized under Section 8.4.1 [Exercise of Right] of the DDA, and Section 2 of the Grant Deed.

RELEASE AND RECONVEYANCE

NOW, THEREFORE, Agency hereby forever and irrevocably releases, relinquishes, and reconveys to Owner, any all right Agency may have to reenter and take possession of the Property, or any portion thereof together with all improvements thereon, and to terminate and re-vest in the Agency the estate in the Property conveyed to Owner as such rights are provided in Section 8.4 [Right of Reverter] of the DDA and as reserved to Agency in Section 2 [Grantor's Right of Reverter] in the Grant Deed.

IN WITNESS WHEREOF, Agency has executed this Right of Reverter, which shall be effective as of the date of recording hereof in the Official Records of the County of Riverside, State of California.

**THE REDEVELOPMENT AGENCY
OF THE CITY OF RIVERSIDE**

By: _____
George Carvalho
Executive Director

ATTESTATION:

By: _____
Colleen J. Nicol
Agency Secretary

EXHIBIT "D"

Storm Drain Easement Legal Description

RIV #4829-9942-4512 v3

-1-

Description: Riverside, CA Document-Year.DocID 2004.582634 Page: 19 of 27
Order: 112204GT Comment:

DX1370
DX1370

EXHIBIT "D"
(STORM DRAIN EASEMENT)

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501-1770

DOC # 2004-0487133
06/24/2004

Conformed Copy

Has not been compared with original

Gary L Orso
County of Riverside
Assessor, County Clerk & Recorder

NO FEE (GOV. CODE 6103)

Project Name: University Wash Channel-Stage 4
Project No: 1-0-0120-04
Case No:

EASEMENT DEED

The CITY OF RIVERSIDE, a municipal corporation of the State of California, and The REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE, a public body, corporate and politic, as to their respective interests appear of record, hereby grants to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, an easement for the construction, use, repair, reconstruction, inspection, operation, and maintenance of the University Wash Channel-Stage 4 and all appurtenant works, including ingress and egress thereto, over, upon, under and across that certain real property situated in the City of Riverside, County of Riverside, State of California described in legal description attached hereto as Exhibit "A" and made a part hereof.

In addition, the Grantors agree for themselves, their successors and assigns not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures, except walls, fences, parking lots, and ground cover landscaping on the above described real property. The Grantee, and its contractors, agent, employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the right herein granted; provided however, that in making any excavation on said property of the Grantors, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

Dated May 23 2003

CITY OF RIVERSIDE,
a municipal corporation

By [Signature]
City Manager

Attest [Signature]
City Clerk

APPROVED
CITY ATTORNEYS OFFICE

BY [Signature]
Deputy City Attorney

Dated May 23, 2003

REDEVELOPMENT AGENCY OF
CITY OF RIVERSIDE, CALIFORNIA,
a public body, corporate and politic

APPROVED AS TO FORMS
CITY ATTORNEYS OFFICE

[Signature]
Deputy City Attorney

[Signature]
Executive Director

Attest: [Signature]
Agency Secretary

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT** is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date 6/17/04

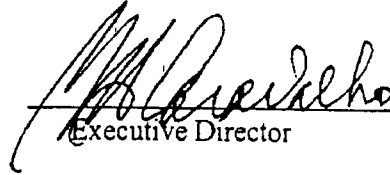
By: [Signature]
Warren D. Williams, General Manager-Chief Engineer

FLOOD CONTROL SDE MODIFIED DOC

Dated May 23, 2003

REDEVELOPMENT AGENCY OF
CITY OF RIVERSIDE, CALIFORNIA,
a public body, corporate and politic

APPROVED AS TO FORM
CITY ATTORNEYS OFFICE


Executive Director

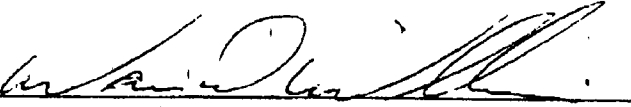

Deputy City Attorney

Attest: 
Agency Secretary

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT** is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date 6/17/04

By: 
Warren D. Williams, General Manager-Chief Engineer

FLOOD CONTROL SDE MODIFIED.DOC

EXHIBIT "A"

STORM DRAIN EASEMENT

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

A strip of land 80.00 feet in width, lying within that portion Market Street (formerly Crestmore Avenue), and within Lot 311 of Corrected Map of Additions to Maps of the Riverside Land and Irrigating Co., as shown by map on file in Book 4, Page 75 of Maps, records of Riverside County, California, and shown my map of Fairmount Park Lake, on file in Book 4, Page 82 of Maps, records of Riverside County, California, and lying within portions of Lots A, B, C and D of the Rivera Tract, as shown by map on file in Book 10, Page 4 of Maps, records of said Riverside County, the centerline of said strip of land being described as follows:

COMMENCING at the intersection of a line that is parallel with and distant 33.00 feet northwesterly from the centerline of Fairmount Boulevard, as shown by said map of the Rivera Tract with the southwesterly line of State Highway Route 60, as shown by State Highway Right-of-Way Map VIII RIV 19 RIV Sheet 16 of 26 Sheets, on file with the County Surveyor of said Riverside County;

THENCE North 65°01'01" West, along said southwesterly line of State Highway Route 60, a distance of 149.45 feet to an angle point;

THENCE North 64°10'05" West, continuing along said southwesterly line, a distance of 331.17 feet to an angle point;

THENCE North 63°46'44" West, continuing along said southwesterly line, a distance of 37.42 feet to the POINT OF BEGINNING of this centerline description;

THENCE South 13°00'00" West, a distance of 83.95 feet to the beginning of a tangent curve concaving easterly and having a radius of 500.00 feet;

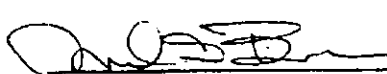

THENCE southerly to the left along said curve through a central angle of 4°00'00" an arc length of 34.91 feet;

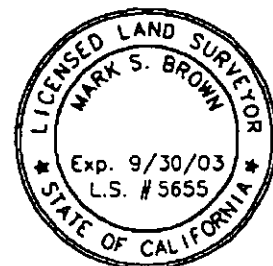
THENCE South 9°00'00" West, a distance of 117.93 feet to the beginning of a tangent curve concaving westerly and having a radius of 160.00 feet;

THENCE southerly to the right along said last mentioned curve through a central angle of 52°29'37" an arc length of 146.59 to the end of said curve and the END of this centerline description;

The sidelines of said strip of land 80.00 feet in width shall be lengthened or shortened to terminate in said southwesterly line of State Highway Route 60, and lengthened or shortened to terminate in a line measured at right angle to the end of said curve.

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

 4/28/03 Date Prep. 
Mark S. Brown, L.S. 5655 License Expires 9/30/03

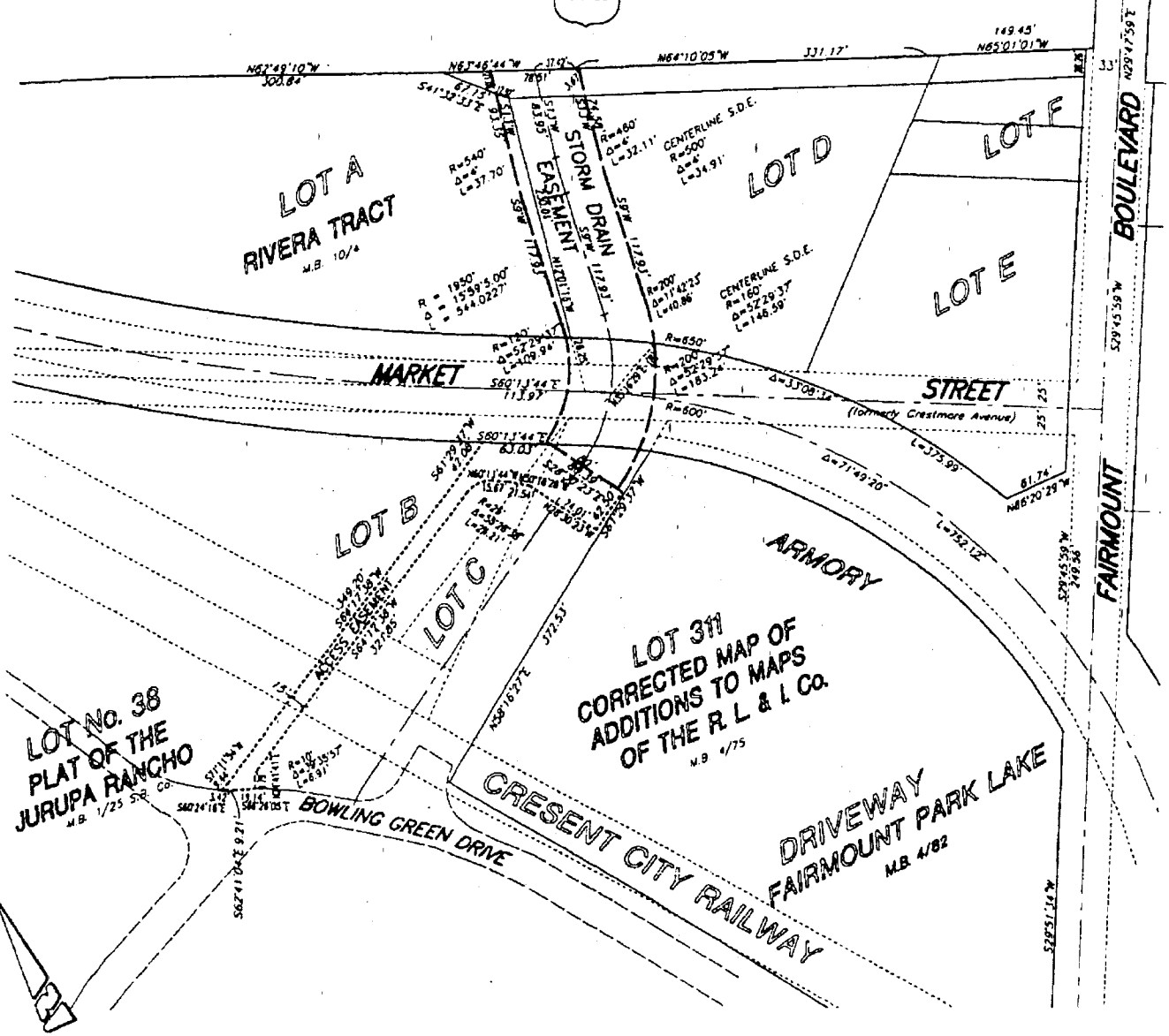


FAIRGROUNDS ST.

STATE



HIGHWAY



• CITY OF RIVERSIDE, CALIFORNIA •

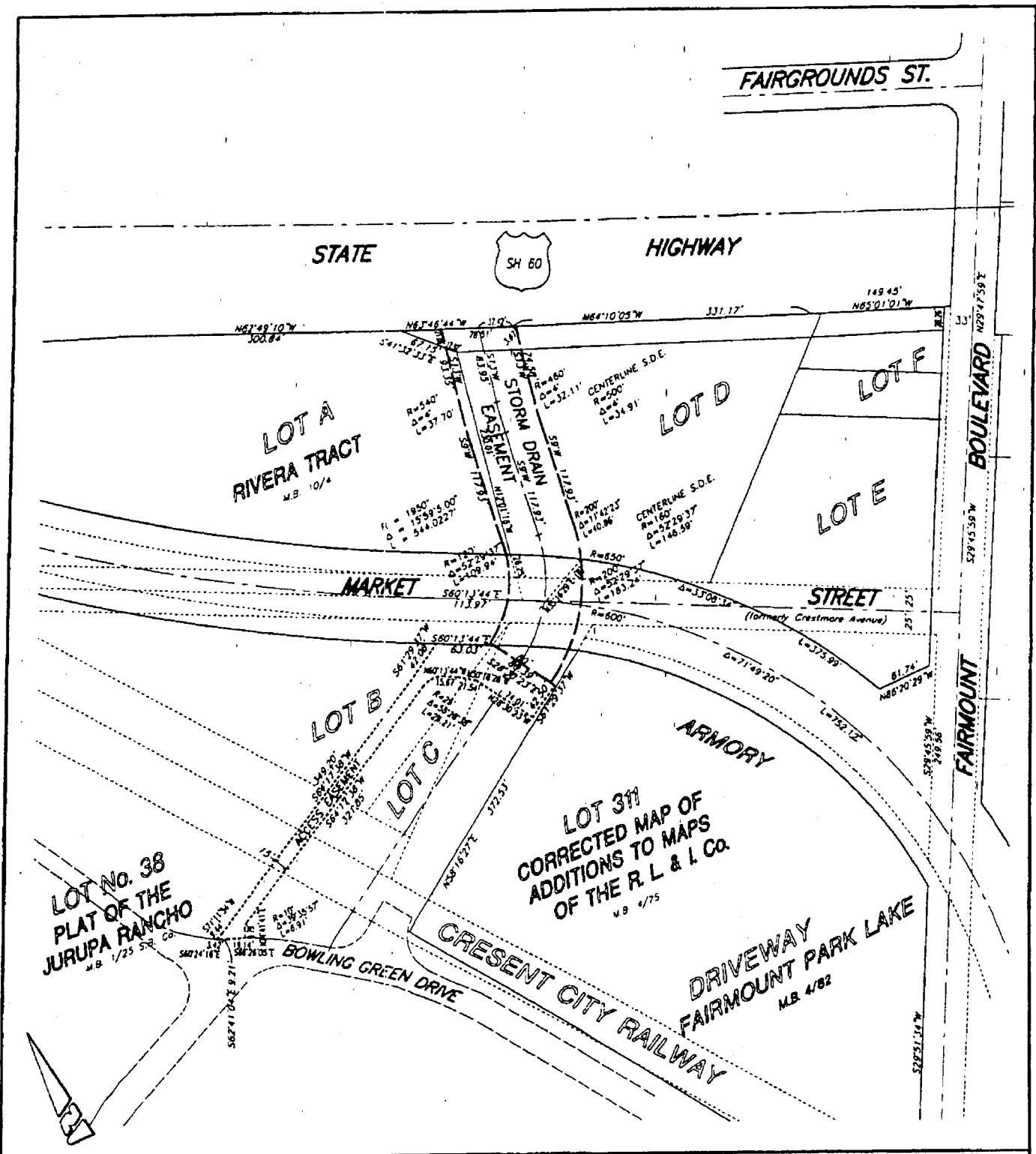
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

SCALE: N.T.S.

DRAWN BY: Kgs DATE: 12/26/02

SUBJECT: MARKET STREET STORM DRAIN



• 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: N.T.S.

DRAWN BY: Kgs DATE: 12/26/02

SUBJECT: MARKET STREET STORM DRAIN

EXHIBIT "E"
(WATERLINE EASEMENT.- PARCEL TWO ATTACHMENT)

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

That portion of Lots A, D and F of Rivera Tract, as shown by map on file in Book 10, Page 4 of Maps, records of Riverside County, California, lying within the southwesterly 20.00 feet of a strip of land 35.00 feet in width, the northeasterly line of which is described as follows:

BEGINNING at the intersection of a line that is parallel with and distant 33.00 feet northwesterly from the centerline of Fairmount Boulevard, as shown by said map of the Rivera Tract with the southwesterly line of State Highway Route 60, as shown by State Highway Right-of-Way Map VIII RIV 19 RIV Sheet 16 of 26 Sheets, on file with the County Surveyor of said Riverside County;

THENCE North $65^{\circ}01'01''$ West, along said southwesterly line of State Highway Route 60, a distance of 149.45 feet to an angle point;

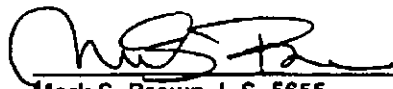
THENCE North $64^{\circ}10'05''$ West, continuing along said southwesterly line, a distance of 331.17 feet to an angle point;

THENCE North $63^{\circ}46'44''$ West, continuing along said southwesterly line, a distance of 123.88 feet to the END of this line description;

EXCEPTING THEREFROM that portion lying northwesterly of the northeasterly and southeasterly lines of said real property described in Exhibit "A";

ALSO EXCEPTING THEREFROM that portion lying southeasterly of a line that is parallel with and distant 33.00 feet northwesterly, as measured at right angles, from the centerline of Fairmount Boulevard.

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

 6/25/04 Date Prep. MB
Mark S. Brown, L.S. 5655
License Expires 9/30/05

