

RECORDING REQUESTED BY:
City of Riverside

95615

WHEN RECORDED MAIL TO:
City of Riverside
Attn: City Attorney
3900 Main Street
Riverside, CA 92522

1/25/87 FOR PART TO
GOVT. CASE NO. 9193

RECEIVED FOR RECORDING
Min. Past 4 o'clock

APR - 7 1987

Recorded in Official Records
of Riverside County, California
William E. Stoney
RECORDER
Fees \$

GRANT OF EASEMENT

This Grant of Easement (the "Agreement") is made and entered into as of the 7th day of April, 1987, by and between Moreno Industrial Development, a California limited partnership ("Grantor") and the City of Riverside, a Municipal Corporation ("Grantee").

R E C I T A L S:

A. Grantor owns that certain real property located in the City of Moreno Valley, County of Riverside, State of California, more particularly described on Exhibit A attached hereto and made a part hereof by this reference (the "Servient Parcel").

B. Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor an easement over, across and under the Servient Parcel on the terms and conditions set forth in this Agreement.

A G R E E M E N T:

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, including the reimbursement to Grantee for the certain costs relating to the Servient Parcel from the Canyon Springs Assessment District, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to the Grantee and its successors and assigns a perpetual easement to enter upon the Servient Parcel for the purpose of constructing, installing and thereafter maintaining, improving, repairing, replacing and removing Utilities Facilities (as hereinafter defined) along and under the Servient Parcel. The easement granted herein includes those incidental rights necessary for the construction, installation, maintenance, improvement, repair, replacement and removal of the Utilities Facilities to be constructed in, through and under the Servient Parcel. For

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purposes of this Agreement the term "Utilities Facilities" means sewer pipes and lines, electrical transmission and service lines, telephone transmission and service lines, cable television transmission and service lines, water transmission and service lines, gas transmission and service lines and such other pipes, conduits, lines and facilities as may be necessary or appropriate to provide for the transmission of any utilities services to or across the Servient Parcel. Utilities Facilities shall be placed in, under or through the Servient Parcel but not above the Servient Parcel.

2. Character of the Easement. The easement granted herein shall be construed as an easement in gross to Grantee and to any other person or entity to which Grantee may assign the easement or any right to use the easement. Exclusive use of the easement is not herein granted.

3. Use of the Servient Parcel. The Grantor reserves for itself and its successors and assigns the right to use the Servient Parcel for any surface or subsurface use that does not unreasonably interfere with Grantee's use of the easement, including, but not limited to, the right to construct and maintain on the Servient Premises parking, ingress and egress facilities, curbing and gutter improvements, landscape and irrigation improvements and for surface storm water drainage.

4. Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the Servient Parcel and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

5. Title. Should Grantee so desire, it may apply forthwith for a title insurance policy insuring the easement hereby granted and Grantor will make available for inspection by the title company any evidence of title in his possession. Title to the easement herein granted is conveyed subject to all covenants, conditions, restrictions, easements, rights and rights-of-way of record or apparent, and general and special real estate taxes and assessments not delinquent.

6. Division of Easement. Grantee may convey, grant or license to any person or entity all or part of its rights hereunder.

7. Repair of Servient Parcel. In the event the surface of the Servient Parcel is disrupted, damaged or modified in the construction, installation, maintenance, repair, replacement or removal of any Utilities Facilities permitted by this easement, Grantee, or its successor or assign as applicable,

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shall, at its cost and expense, do all things reasonably necessary to repair and reconstruct any damaged or altered portion of the Servient Parcel so as to restore the Servient Parcel to the condition it was in prior to the beginning of such activity.

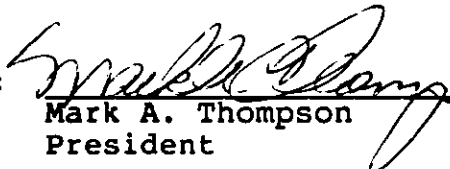
8. Non-liability of Grantor. Grantor shall not be liable for any loss, damage or injury of any kind or character to any person or property arising from any use of the easement by Grantee or its successors or assigns, caused by any defect in the construction of the Utilities Facilities, or caused by or arising from any act or omission of Grantee or any of its agents or employees or occasioned by the failure of the Grantee to maintain the Utilities Facilities in a safe condition or arising from any other cause relating to Grantee's use of the easement. Grantee indemnifies and holds harmless Grantor from all liability for any loss, damage or injury of any person or property, and from any and all costs and expenses arising from any such loss or damage.

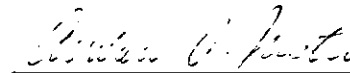
IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first above written.

GRANTOR:

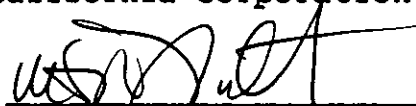
MORENO INDUSTRIAL DEVELOPMENT,
a California Limited Partnership

By: T. & S. DEVELOPMENT, INC.,
a California corporation,
General Partner

By: 
Mark A. Thompson
President

By: 
Andrew A. Juster
Secretary

By: MORENO INDUSTRIAL
DEVELOPMENT CORPORATION,
a California corporation

By: 
Michael McNulty,
Vice President

[Signatures continued]

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MORENO INDUSTRIAL DEVELOPMENT CORPORATION

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

On March 11, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael S McNulty, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the Vice President, on behalf of Moreno Industrial Dev. corp., the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Sheryl Bennett
Notary Public

[Seal]



3-31-90

EXHIBIT "A"

95615

LEGAL DESCRIPTION FOR ACCESS, DRAINAGE & UNDERGROUND
UTILITIES EASEMENT

THE WESTERLY 32.00 FEET OF LOT 1 OF SHERWOOD HIGHLANDS-UNIT NO. 1 IN
THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
AS SHOWN ON MAP RECORDED IN MAP BOOK 38, PAGE 88, IN THE OFFICE OF
THE COUNTY RECORDER OF SAID COUNTY.

DESCRIPTION APPROVAL:

4, 7, 87

George P. Hutchinson

CITY OF RIVERSIDE

95615

PARCEL 44

PMB 128/91-103

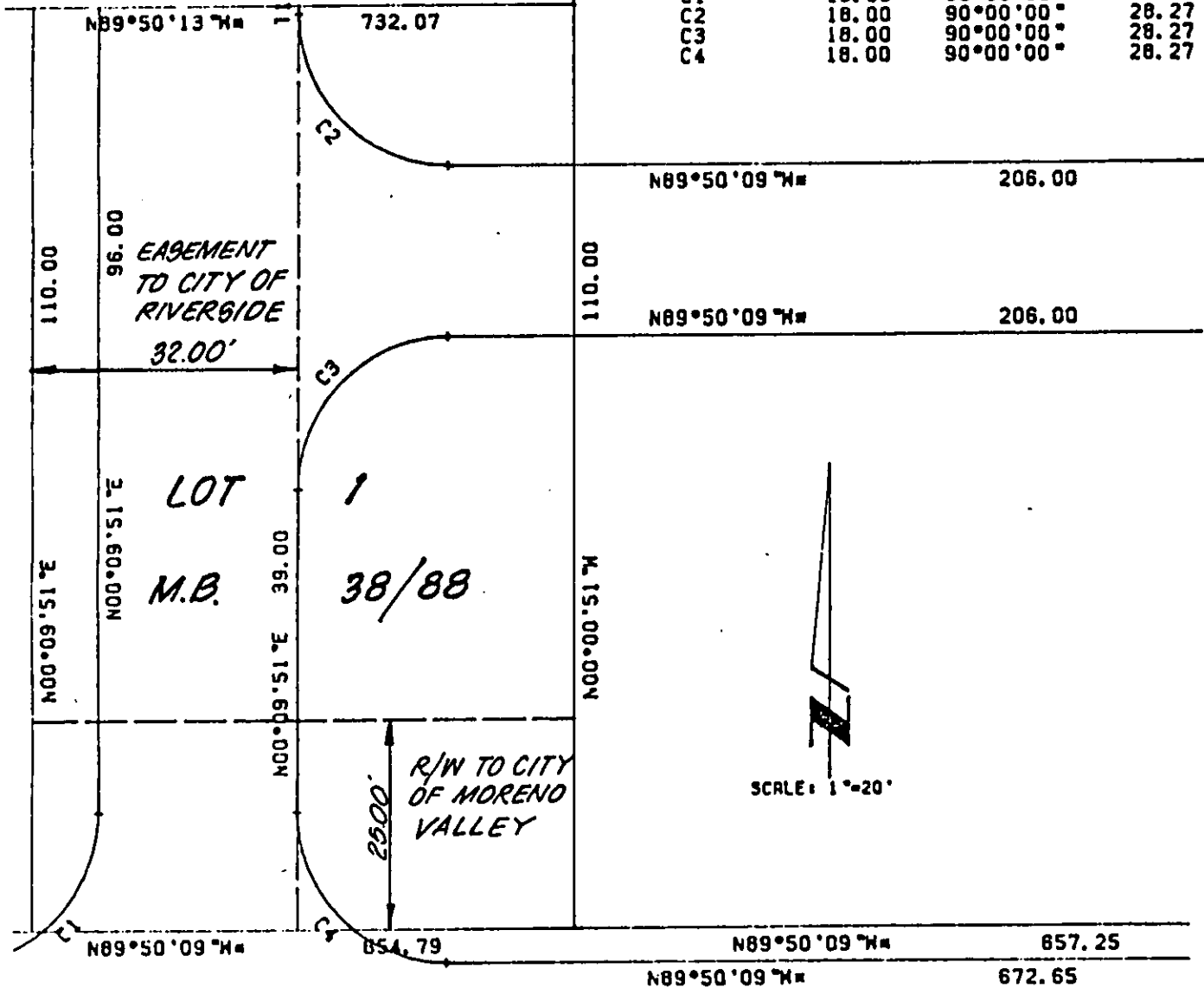
520.02

N00°00'51" W

NUMBERED COURSES

REF. NO.	BEARING	DISTANCE
T1	N 0°09'51" E	1.00

CURVE NO.	CURVE DATA		
	RADIUS	DELTA	LENGTH
C1	18.00	90°00'00"	28.27
C2	18.00	90°00'00"	28.27
C3	18.00	90°00'00"	28.27
C4	18.00	90°00'00"	28.27



EUCALYPTUS AVENUE

Greiner

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 5225 Canyon Crest Drive
 Bldg. 200, Suite 253
 Riverside, California 92507
 (714) 351-8320
 (714) 788-7746

A Greiner Engineering, Inc. Company