

128290

RECORDING REQUESTED BY:

Return to:

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

Project: Norman (McKinley) Reservoir Site

RECEIVED FOR RECORD  
Mr. Paul [unclear]

APR 21 1989  
Recorded in Official Records  
of Riverside County, California  
William L. [unclear]  
Recorder  
Fees [unclear]

12415

GRANT OF EASEMENT  
TO  
CITY OF RIVERSIDE  
BY  
CORONA DEVELOPMENT COMPANY, A  
CALIFORNIA GENERAL PARTNERSHIP

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CORONA DEVELOPMENT COMPANY, a California General Partnership, ("Owner" herein), hereby grants and conveys to

CITY OF RIVERSIDE, a Charter City organized under and existing pursuant to the laws of the State of California ("Grantee" herein),

a perpetual, non-exclusive easement and right-of-way, (hereinafter "easement") for ingress and egress over and across real property [located in the City of Corona, County of Riverside, State of California, described as follows: The Easterly and Southeasterly 30.00 feet of Lot 58 of Tract No. 22814 as shown on a map thereof filed in book 190, pages 39 through 47, inclusive, of Maps, records of said County (the "Easement Area").

SUBJECT TO: Covenants, conditions, restrictions, easements, rights, rights-of-way and encumbrances of record.

A. Rights of Owner to Use Easement Area.

1. Rights of Use. Subject to the provisions of Paragraph A-2 below, it is understood and agreed that the easement and right-of-way acquired herein are also acquired subject to the rights of the Owner to use the Easement Area for any purpose whatsoever to the extent that such use does not interfere with the Grantee's use of its easement. The Owner retains the rights which are not inconsistent with the easement. Such use by the Owner shall include, but not be limited to, the compatible use for streets, roadways, pipelines, perimeter fencing with vehicular access gate, cuts, fills, or other compatible improvement under, upon, over, and across the Easement Area.

2. Concurrence of Grantee. Such use by the Owner of the Easement Area for agricultural or landscaping purposes which do not involve the erection of structures or other improvements upon the Easement Area and which are consistent with the Grantee's use of the easement may be made without notification to or concurrence of Grantee. Further, such use by the Owner of the Easement Area for roadway improvements, or for any other purposes shall not be made until plans for such proposed use by Owner have been reviewed with or submitted to Grantee, and Grantee has concurred that such proposed use will be consistent with Grantee's use of the easement. If Grantee fails to provide objection in writing to any such proposed use by the Owners within ten (10) days after plans for the proposed use have been submitted to Grantee, such proposed use shall be deemed concurred upon by Grantee. Grantee agrees that it shall not unreasonably withhold its concurrence.

RIV2:TFW:MKL10

DESCRIPTION APPROVAL 4/20/89  
Leonard W. A. [unclear]

12416

B. Arbitration as to Owner's Use:

1. Election by Owner. If Grantee objects to a proposed use of the Easement Area by the Owner requiring concurrence of Grantee, the Owner within sixty (60) days after receiving written notice of such objections, may elect to submit to arbitration the question as to (i) whether such objection was unreasonable or (ii) whether such proposed use would endanger the use of the Easement Area by Grantee for the purposes described herein. If through such arbitration it is determined either (a) that such objection was unreasonable or (b) that such proposed use should not so endanger such use by Grantee, such proposed use by the Owner shall be permitted. If the arbitration proceeding results in such proposed use by Owner being permitted, the costs of such proceeding, including, without limitation, reasonable attorneys' fees, whether incurred by Owner or Grantee shall be borne by Grantee. If the arbitration proceeding results in such proposed use by Owner not being permitted, the costs of such proceeding, including without limitation, reasonable attorneys' fees, whether incurred by Owner or Grantee shall be borne by Owner.

2. Arbitration Procedure. If arbitration is elected pursuant to the foregoing paragraph, each party shall appoint one arbitrator within fifteen (15) days after such election to arbitrate has been made. If within such fifteen (15) day period either party has failed to appoint an arbitrator, the arbitration shall be conducted by the arbitrator appointed by the other party. Within ten (10) days after each party has so appointed an arbitrator, the two arbitrators so appointed shall appoint a third arbitrator. If such two arbitrators have not appointed a third arbitrator within such ten (10) day period, either party hereto may apply to the Superior Court of the County of Riverside, State of California, for the appointment of such third arbitrator. Upon arbitrators being appointed as aforementioned the arbitrators so appointed shall forthwith conduct the arbitration proceedings in accordance with the laws of the State of California pertaining thereto and shall make their award in such proceedings not later than ten (10) days following the appointment of the arbitrator or arbitrators as aforementioned.

C. Indemnity. Grantee agrees to indemnify Owner against and to hold the Owner harmless for any liability, loss, claims or damage with respect to any property, injury or death of any person whomsoever, proximately caused in whole or in part by any negligence of Grantee, its employees, independent contractors, or agents, or by any act or omission for which Grantee, its employees, independent contractors, or agents are liable without fault in the exercise of the rights herein granted; save and except in those instances where such liability, loss, damage, injury or death is proximately caused in whole or in part by any act or omission of the Owner or the employees, agents, or independent contractors of Owner (other than a failure to perform an act for which Grantee, its employees, independent contractors or agents are responsible under this Grant of Easement or applicable law or a failure to correct or to require Grantee to correct a condition created by Grantee, its employees, independent contractors or agents) which is negligent or for which Owner or the employees, independent contractors or agents of Owner are liable without fault.

D. Grantee to Maintain Repair Easement Area;

1. Grantee agrees at its sole expense to maintain and repair all those improvement or other things, including without limitation, pavement, landscaping and other growing things, over, across, or along the Easement Area which are existing at the date hereof or which are subsequently installed or planted by Grantee in connection with the exercise by Grantee of the rights herein granted.

128290

2. Any such maintenance and repair to be accomplished at Grantee's expense as hereinabove provided shall be accomplished promptly following completion of the efforts of Grantee causing the damage. To the extent such repair as herein required to be made at Grantee's expense has not been completed within sixty (60) days following notice with respect thereto from Owner, Owner may enter upon the Easement Area, accomplish such repair and the cost thereof shall thereafter be payable by Grantee to Owner within thirty (30) days following the rendering of a statement therefor to Grantee and such amount shall bear interest at the rate of ten percent (10%) per annum until fully paid.

E. Relocation at Owner's Expense:

If Owner in good faith judgment determines that the Easement Area and right-of-way interfere with the development of Owner's property then Grantee will accept a relocation of the Easement Area, within one hundred twenty (120) consecutive calendar days after the receipt from Owner of a notice in writing of the proposed area of relocation at the sole expense of Owner and at no expense to Grantee; provided, however, said obligation to relocate at the expense of Owner shall be conditioned upon the furnishing by Owner to Grantee a good and sufficient permanent grant of easement for a feasible location, which grant of easement shall be in a form identical to this Grant of Easement. This right to cause such easement to be relocated at the expense of Owner may be exercised as many times as Owner shall elect.

F. Successors and Assigns:

This Grant of Easement shall be binding upon and inure to the benefit of the successors and assigns of Owner and Grantee.

G. Acceptance and Recordation:

Grantee agrees, by acceptance and recordation of this Grant of Easement from Owner, that the terms and conditions herein set forth shall be binding upon and inure to the benefit of Grantee.

129290

IN WITNESS WHEREOF this Grant of Easement has been executed this 12th day of September, 1988.

"Owner"

CORONA DEVELOPMENT COMPANY, a California General Partnership.

By: BUIE-CORONA LTD., a California Limited Partnership, Partner.

B: HOME CAPITAL CORPORATION, a California Corporation, Partner.

By: [Signature]

By: [Signature]

By: THE BUIE CORPORATION, a California Corporation, General Partner.

By: [Signature]  
H. John Schwellenbach  
Vice President

By: [Signature]  
Jeffrey Scoddard  
Executive Vice President

APPROVED AS TO FORM

[Signature]  
ASST. CITY ATTORNEY

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF SAN DIEGO)

ON THIS 12th DAY OF September, 1988, BEFORE ME [Signature], A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED [Signature], PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AS [Signature] AND [Signature], PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AS [Signature] OF HOME CAPITAL CORPORATION, A CALIFORNIA CORPORATION, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT, AND KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID CORPORATION, SAID CORPORATION BEING ONE OF THE PARTNERS OF CORONA DEVELOPMENT COMPANY, THE PARTNERSHIP THAT EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME AS SAID PARTNER AND THAT SAID PARTNERSHIP EXECUTED THE SAME.

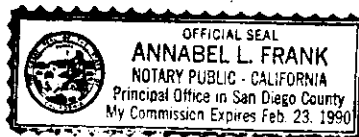
WITNESS MY HAND.

MY COMMISSION EXPIRES [Date]

MY PRINCIPAL PLACE OF BUSINESS IS IN SAN DIEGO COUNTY.

[Signature]  
NOTARY PUBLIC IN AND FOR SAID STATE

Annabel L. Frank  
NAME (PRINTED)



128230

THIS IS TO CERTIFY that the interest in real property conveyed by this annexed instrument dated 9/12/88 from Corona Development Company, a California general partnership to the City of Riverside, a municipal corporation of the State of California, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 14883 of said City Council adopted on January 25, 1983, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: 4/21/89

[Signature]  
Property Services Manager

STATE OF CALIFORNIA  
COUNTY OF ORANGE

062821

On September 13, 1988 before me, Sharon Garcia the undersigned, a Notary Public in and for said State, personally appeared Jeffry Stoddard and H. John Schwellenbach personally known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the within instrument as Executive Vice President and Vice President respectively, of THE BUIE CORPORATION, as or on behalf of the corporation therein named, said corporation being known to me to be the general partner of BUIE-CORONA, LTD., a California Limited Partnership, known to me to be one of the partners of CORONA DEVELOPMENT COMPANY, a California General Partnership, the partnership that executed and acknowledged such corporation executing the same as such partner and that such partnership executed the same.

Witness my hand and official seal.

[Signature]

