

Fidelity Title Co.

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)

FOR RECORDER'S OFFICE USE ONLY

Project: La Colina/Orancrest
69 KV Loop Line

13664

E A S E M E N T

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
JAMES R. RICE and ALEXINE RICE, husband and wife, as Grantors, grant to
the CITY OF RIVERSIDE, a municipal corporation of the State of
California, as Grantee, its successors and assigns, an easement for
certain real property located in the City of Riverside, County of
Riverside, State of California, described in Exhibit "A" attached hereto
and incorporated herein by this reference, the purpose of which is to
allow for a safe setback from the existing power lines currently in
place on the adjacent 10' easement. The grantor has entered into this
easement agreement based solely upon this necessity for a safety setback
only.

Neither grantor nor grantee shall be allowed to construct or place
upon the easement property any structure with the exception that the
grantor shall be allowed to construct enclosed receptacle areas to City
and/or OSHA specifications over the easement property to facilitate
storage of garbage and/or debris.

The grantor shall have access to the easement property at all

503430

507 12/1-122

RECEIVED FOR RECORD
AT 8:00 OCLOCK

DEC 20 1993

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$

File

[Handwritten initials]

12

times.

The grantor shall have the right to construct and maintain a parking lot/driveway over the entire surface of the property which lays within this easement area as long as these improvements meet City codes and requirements.

Grantee shall have the right to enter upon the property for inspection purposes and to remove any tree limbs which may interfere with existing power lines.

Grantee shall be responsible for repairing any damage which may occur to the parking lot, driveway, trash receptacle or vehicles which may be caused by the grantee or the grantee's contractor.

There shall be no materials and or equipment located, relocated or stored upon this easement property by the grantee. When repairs are completed the grantee or the grantee's contractor shall vacate and remove all materials and or equipment from the property.

If repairs or replacements to the power lines or poles are required, they shall be conducted in a prudent, workmanlike fashion so as to minimize interference with the grantors operation upon the easement property or the grantors property adjacent to it.

The grantee shall be responsible for removing all debris generated by the grantee or the grantee's contractor from the grantors property.

Grantee is also granted the right to enter upon said easement area to place and maintain warning signs on existing building to warn of high voltage lines above building. Sign size and location shall be mutually agreed upon by grantor and grantee. The signs shall be located inside the parapet and at the roof hatch opening.

By allowing the placement of said warning signs on the building neither does the grantor, its successor, nor assigns assume liability for any problems associated with the proximity of the power lines to the existing building.

Notwithstanding the interests and rights herein conveyed, the grantor reserves to itself, its successors and assigns the rights to use and maintain the existing concrete commercial building that is in a portion of the herein described easement, provided they never exceed a maximum building height of 34 feet above ground level.

The grantor hereby covenants for itself and its successors or assigns that in the event of the destruction of the building that is currently located within the easement herein conveyed, for any reason, including damage by fire or earthquake, the grantor its successors or assigns shall have the right to rebuild the portion of the structure located within the easement herein described. However, when the useful life of the existing building has expired and the building is demolished by the owners for the purpose of redeveloping the property, no new permanent structure shall be constructed within the easement area.

Dated 12-9-93



JAMES R. RICE



ALEXINE RICE

GENERAL ACKNOWLEDGEMENT

State of California } ss
County of Riverside

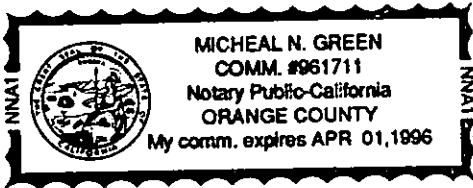
On 12-9-93, before me Michael N. Green
(date) (name)

a Notary Public in and for said State, personally appeared

James R. Rice and Alexine Rice
Name(s) of Signer(s)

personally known to me - OR - 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

s a m e i n 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.

Michael N. Green
Signature

CONSENT TO RECORDATION

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, California, a 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. 18233 of said City Council adopted May 11, 1993, and the grantee consents to recordation thereof by its duly authorized officer.

Dated 12/10/93

Robert Head
Real Property Services Manager
of the City of Riverside

RICEPUE.ESM

APPROVED AS TO FORM
Robert A. Laws 12/14
ASST. CITY ATTORNEY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

- () Attorney-in-fact
- () Corporate Officer(s)

Title _____
Title _____

- () Guardian/Conservator
- (X) Individual(s)
- () Trustee(s)
- () Other

() Partner(s)

- () General
- () Limited

The party(ies) executing this document is/are representing:

EXHIBIT "A"

That portion of Parcel 14 of Parcel Map No. 11907, as shown by map on file in Book 63, Pages 87 and 88 of Parcel Maps, records of Riverside County, California, described as follows:

COMMENCING at the most northerly corner of said Parcel;

THENCE South 0° 34' 30" East, along the westerly line of said Parcel, a distance of 221.56 feet to the POINT OF BEGINNING of the parcel of land being described;

THENCE South 0° 34' 30" East, continuing along said westerly line, a distance of 15.00 feet to an angle point in said westerly line;

THENCE South 0° 33' 20" East, continuing along said westerly line, a distance of 286.04 feet to an angle point in the westerly boundary of said Parcel;

THENCE South 49° 13' 31" East, along the southwesterly line of said Parcel, a distance of 19.98 feet to a line parallel with and distant 15.00 feet easterly, as measured at right angles, from said westerly line;

THENCE North 0° 33' 20" West, along said parallel line, a distance of 299.23 feet;

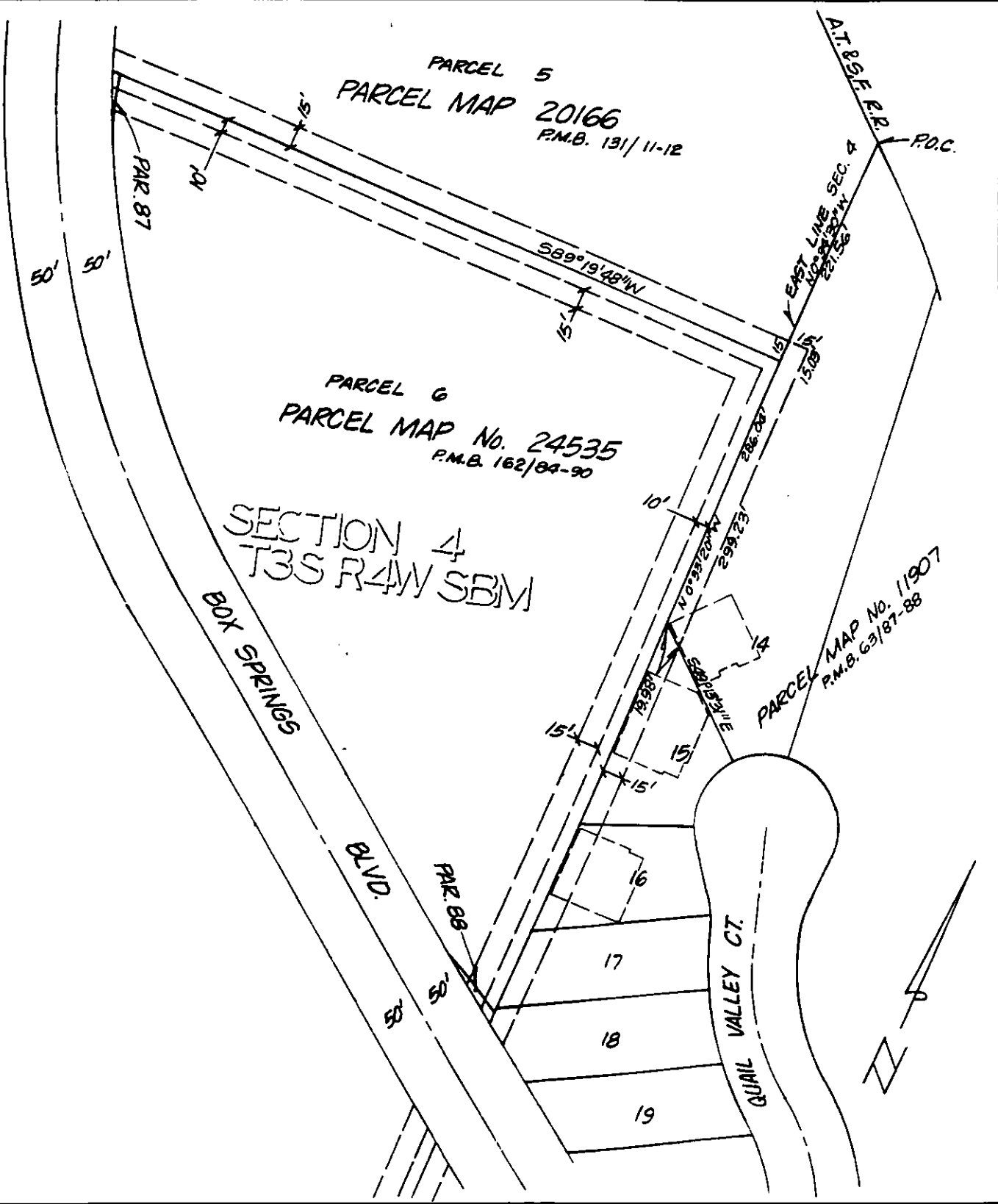
THENCE North 0° 34' 30" West, continuing along said parallel line, a distance of 15.03 feet;

THENCE South 89° 19' 48" West, a distance of 15.00 feet to the POINT OF BEGINNING.

Area - 4614.8 square feet, more or less.

DESCRIPTION APPROVAL: 5, 26, 93
George P. Hutchinson
 SURVEYOR, CITY OF RIVERSIDE

RICEPUE.DES



• 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

11/21-2

SCALE: 1" = NTS

DRAWN BY K92 DATE 7/22/92

SUBJECT 69 KV. LOOP LINE BLOWOUTS - PM 11907