

When recorded mail to:

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

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

OCT - 3 1997

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$

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: R.U.S.D. High School #5

D. 14133

EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
ORANGECREST HILLS, L.P., a Washington limited partnership ("Grantor"),
hereby grants and conveys to the **CITY OF RIVERSIDE, a municipal corporation
of the State of California** ("Grantee"), its successors and assigns, a
permanent easement and right-of-way for the construction,
reconstruction, maintenance, operation, inspection, repair,
replacement, relocation, renewal and removal of **storm drain facilities**,
together with all necessary appurtenances, in, under, upon, over and
along that certain real property as described in **Exhibit "A"** attached
hereto and incorporated herein by this reference, located in the City
of Riverside, County of Riverside, State of California (the "**Permanent
Easement**").

IN ADDITION, Grantor hereby grants and conveys to Grantee, its
successors and assigns, a temporary easement and right-of-way (the

"Temporary Construction Easement") for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of the **storm drain facilities** in, upon, over and along that additional area of Grantor's property outside of the **Permanent Easement** property, bounded by lines parallel to each of the three (3) sides of the **Permanent Easement** property on Grantor's property, extended twenty (20) feet from each of such three (3) sides into Grantor's additional property.

TOGETHER WITH the right (A) with regard to the **Permanent Easement**, to clear and keep clear said **Permanent Easement** and right-of-way from any structures or trees, to enter upon and to pass and repass over and along said real property, and to deposit tools, implements and other material thereon by Grantee, its officers, agents and employees and by persons and entities under contract with said Grantee, including specifically Riverside Unified School District, and their officers, agents and employees (collectively herein, "**Grantee's Agents**"), whenever and wherever necessary for the purpose of constructing, reconstructing, maintaining, operating, inspecting, repairing, replacing, relocating, renewing and removing said **storm drain facilities**; and (B) with regard to the **Temporary Construction Easement**, to enter upon and to pass and repass along said real property, and to deposit tools, implements and other materials thereon by **Grantee's Agents** whenever and wherever necessary for the purpose of

constructing and inspecting said **storm drain facilities** during the term of the **Temporary Construction Easement** as described hereinbelow.

THIS GRANT AND CONVEYANCE OF **PERMANENT EASEMENT** AND **TEMPORARY CONSTRUCTION EASEMENT** IS SUBJECT TO Grantee's full compliance with each and all of the following conditions which, by Grantee's acceptance of this easement, Grantee agrees to be bound by and to comply with:

1. Prior to entry upon any portion of the **Permanent Easement** or **Temporary Construction Easement** by **Grantee's Agents**, Grantee will cause Grantee's general contractor to obtain and deliver to Grantor at Grantor's address each and all of the following:

(a) Either Comprehensive General Liability Insurance or Commercial General Liability insurance for death, bodily injury, Property damage and personal injury, on an occurrence basis and in a form reasonably acceptable to Grantor, including broad form contractual and contingent liability insurance, with a minimum combined single limit of liability per occurrence of One Million Dollars (\$1,000,000.00);

(b) Comprehensive automobile liability insurance for death, bodily injury and Property damage, with a minimum combined single limit of liability per occurrence of One Million Dollars (\$1,000,000.00); and

(c) Workers' compensation and employer's liability insurance in accordance with the provisions of California law.

The policies of insurance described in Subsections 1(a), 1(b) and 1(c) shall each be endorsed to name Grantor and Grantor's general partner as additional insureds and shall contain a provision that such policy may not be terminated until thirty (30) days prior written notice of the proposed termination has been delivered to Grantor. Certificates of insurance evidencing the insurance policies described in this Section 1, together with a copy of each endorsement naming Grantor and Grantor's general partner as additional insureds, shall be delivered to Grantor before **Grantee's Agents** enter on to any of the easement property.

2. Notwithstanding the insurance requirements set forth in Section 1, and in addition thereto, Grantee hereby agrees to indemnify, defend, protect and hold Grantor, Grantor's general partner and Grantor's property harmless from any and all liabilities, damages, claims, liens, actions, judgments or costs (including, but not limited to Grantor's attorneys' fees and defense costs) (i) incurred as the result of surveyors, engineers, architects or others conducting any such activity on the easement property on behalf of **Grantee's Agents**; and (ii) for bodily injury, personal injury or property damage (or any combination thereof) caused by the negligence or willful misconduct of **Grantee's Agents**.

3. As an additional condition to **Grantee's Agents** entry on to the **Permanent Easement** or the **Temporary Construction Easement**, and to the commencement of any on-site work, **Grantee's Agents** shall obtain

all licenses, permits and other governmental authorizations required for all works of improvement in connection with the **storm drain facilities**.

4. **Grantee's Agents** shall, subject to the conditions herein, commence the storm drain improvements to the easement property on or about the middle of September, 1997, and construction shall, subject to weather conditions, be continuous and uninterrupted until completion of the storm drain improvements which **Grantee's Agents** estimate to be approximately thirty (30) days. Upon the earlier to occur of (i) completion of construction of the **storm drain facilities** on the **Permanent Easement**, or (ii) December 15, 1997, the **Temporary Construction Easement** shall expire, and **Grantee's Agents** shall, by that expiration, remove all equipment, materials and debris from the **Temporary Construction Easement** and shall have returned the **Temporary Construction Easement** area to its former natural condition.

5. Upon completion of construction of the **storm drain facilities** on the **Permanent Easement**, and assuming that no claim for personal injury or property damage has been made against Grantor, the **Temporary Construction Easement** or the **Permanent Easement**, then **Grantee** shall not be required to further renew the insurance required to be in effect pursuant to Section 1 above.

6. **Grantee's Agents** shall not at any time store or keep on the **Permanent Easement** or the **Temporary Construction Easement** any highly flammable, explosive, toxic or hazardous material or substance.

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7. In the event it shall be necessary for either party to bring an action to enforce the terms hereof, the prevailing party in such action shall be entitled to recovery of all costs incurred therein, including reasonable attorneys' fees.

Dated: 7/10/97

"GRANTOR"

ORANGECREST HILLS, L.P., a Washington limited partnership

By: COMMUNITIES SOUTHWEST DEVELOPMENT & CONSTRUCTION COMPANY, a Washington corporation, its General Partner

By: 

Thomas D. Pomefroy, President
California Division

Grantor's Address:

Orangecrest Hills, L.P.
c/o Communities Southwest
15707 Rockfield Boulevard
Suite 305
Irvine, California 92618
Attn: Caren Williams
Telephone: 714/830-1491
Telephone: 714/830-3673

GENERAL ACKNOWLEDGEMENT

State of California }
County of Orange } ss

On July 10, 1997, before me Ethel G. George
(date) (name)

a Notary Public in and for said State, personally appeared

THOMAS D. POMEROY

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 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.



Ethel G. George
Notary Public in and for the State of California

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

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

() Guardian/Conservator

() Individual(s)

() Trustee(s)

() Other

(X) Partner(s)
(X) General
() Limited

The party(ies) executing this document is/are representing: Orangetrest Hills, L.P., a Washington limited partnership

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, 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 10/3/97

CITY OF RIVERSIDE

[Signature]

Real Property Services Manager
of the City of Riverside



RUSD_SDE.DOC

EXHIBIT "A"

AN EASEMENT FOR STORM DRAIN AND INCIDENTAL PURPOSES OVER A PORTION OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SECTION 29, BEING ALSO THE CENTERLINE OF WOOD ROAD (60.00 FEET WIDE), DISTANT THEREON SOUTH 00 DEGREES 03 MINUTES 25 SECONDS EAST 1506.86 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 29;

THENCE NORTH 89 DEGREES 56 MINUTES 35 SECONDS EAST 30.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, BEING A POINT ON THE EASTERLY LINE OF SAID WOOD ROAD;


THENCE SOUTH 40 DEGREES 00 MINUTES 00 SECONDS EAST 72.84 FEET;

THENCE SOUTH 50 DEGREES 00 MINUTES 00 SECONDS WEST 25.00 FEET;

THENCE NORTH 40 DEGREES 00 MINUTES 00 SECONDS WEST 42.98 FEET TO A POINT ON SAID EASTERLY LINE OF WOOD ROAD;

THENCE NORTH 00 DEGREES 03 MINUTES 25 SECONDS WEST ALONG SAID EASTERLY LINE 38.94 FEET TO THE TRUE POINT OF BEGINNING.

PREPARED UNDER THE SUPERVISION AND DIRECTION OF


 ALVIN S. LEVY, P.L.S. 4591
 REG. EXP. 09/30/98

DATED: 4/8/97

REV. 04/07/97
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EXHIBIT

" D "

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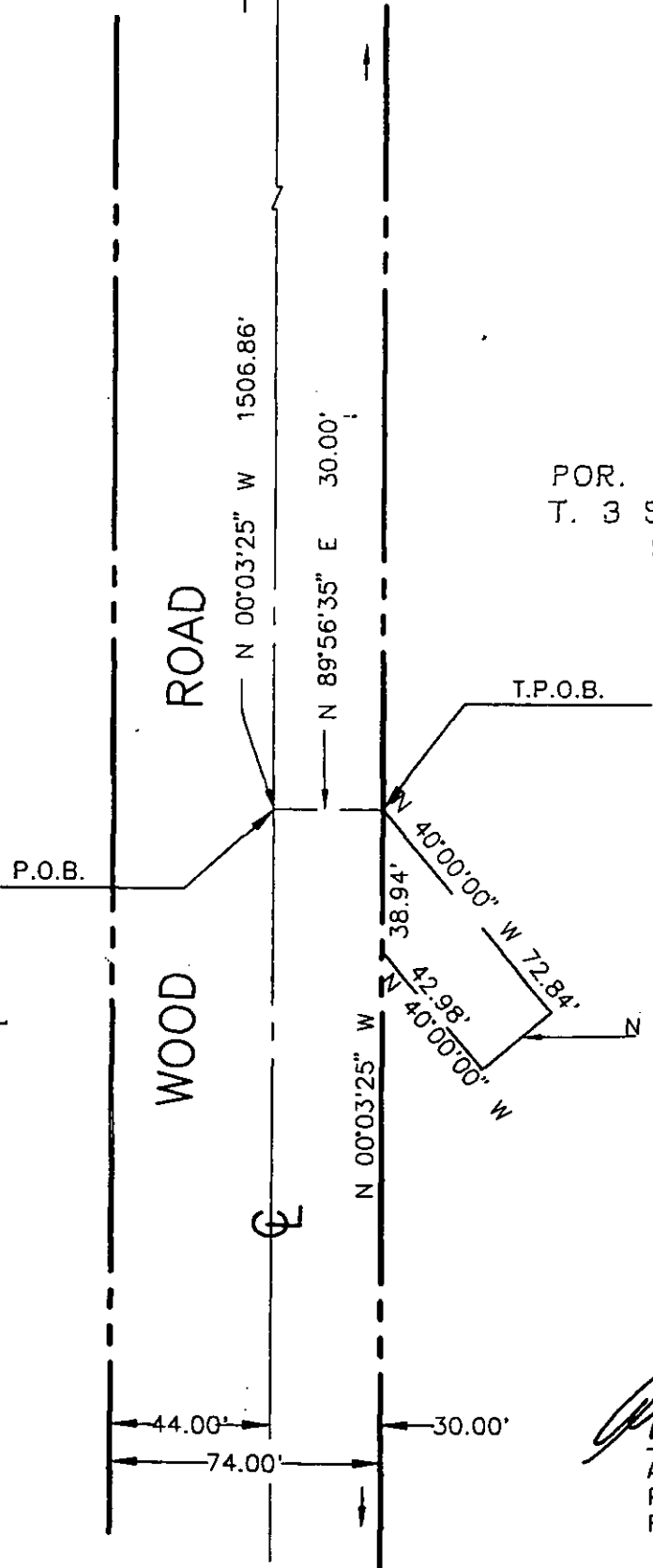
N. LINE SEC. 30-3-4

19 20
30 29

30' VAN BUREN BLVD.



POR. SEC. 29
T. 3 S., R. 4 W.
S.B.M.



R.U.S.D. HIGH SCHOOL
SITE NO. 5



Alvin S. Levy

ALVIN S. LEVY
P.L.S. 4591
REG. EXP. 09/30/98
101-4

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