

WHEN RECORDED MAIL TO

City of Riverside
Property Services Division
3787 University Avenue
Riverside, CA 92501



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AGREEMENT AND GRANT OF EASEMENT

SLOPE EASEMENT

Agency: Department of Parks and Recreation
Project: Van Buren Blvd. Slope Easement Median Barrier Project
File:

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Assessor Parcel No.: 238-220-002, Riverside County

D-

THIS AGREEMENT AND GRANT OF EASEMENT is made and entered into by and between the STATE OF CALIFORNIA, Acting by and through the DEPARTMENT OF PARKS AND RECREATION hereinafter called State, and the CITY OF RIVERSIDE, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA, hereinafter called Grantee.

State, pursuant to the provisions of Public Resources Code Section 5012 hereby grants unto Grantee, its successors and assigns forever, an easement to grade, cut, fill, slope and maintain for road construction purposes, deemed necessary therefor by Grantee, over, on, under and across that certain real property situated in the City of Riverside, County of Riverside, State of California, as described the attached Exhibit "A", consisting of two pages, and by this reference made a part hereof, and as shown on the attached Exhibit "B", consisting of one page, and by this reference made a part hereof.

THE PROVISIONS ON THE REVERSE SIDE HEREOF CONSTITUTE A PART OF THIS AGREEMENT

Dated June 25, 2002

STATE OF CALIFORNIA
Department of Parks and Recreation

GRANTEE: CITY OF RIVERSIDE, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

By [Signature]
Name: Dr. Mark Schrader

By [Signature]
Name: Carol A. Chiodo

Title: Deputy Director
Acquisition and Development

Title: Real Property Services Manager

I hereby certify that all conditions for exemption have been complied with and this document is exempt from the Department General Services approval.

By: [Signature]
Name: Dr. Mark Schrader
Title: Deputy Director
RES600A: Acquisition and Development

PROVIDED, this Grant of Easement is subject to the following terms and conditions:

1. This Grant is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect said real property and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.
2. Grantee waives all claims against State, its officers, agents, and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this Easement, and Grantee agrees to protect, save harmless, indemnify, and defend State, its officers, agents and employees, from any and all loss, damage or liability, including, without limitation, all legal fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability, which may be suffered or incurred by State, its officers, agents and employees caused by, arising out of, or in any way connected with exercise by Grantee of the rights hereby granted, except those arising out of the sole negligence of State.
3. State reserves the right to use said real property in any manner, provided such use does not unreasonably interfere with Grantee's rights hereunder.
4. State reserves the right to require Grantee, at State expense, to remove and relocate all improvements placed by Grantee upon said real property, upon determination by State that the same interfere with future development of State's property. Within 180 days after State's written notice and demand for removal and relocation of the improvements, Grantee shall remove and relocate the improvements to a feasible location on the property of State, as designated by State, and State shall furnish Grantee with an easement in such new location, on the same terms and conditions as herein stated, all without cost to Grantee, and Grantee thereupon shall reconvey to State the easement herein granted.
5. This Easement shall terminate in the event Grantee fails for a continuous period of 18 months to use this Easement for the purposes herein granted. Upon such termination, Grantee shall forthwith upon service of written demand, deliver to State a quitclaim deed, to its right, title and interest hereunder, and shall, on State request, without cost to State, and within 90 days from written demand by State, remove all property placed by or for Grantee upon said real property and restore said premises as nearly as possible to the same condition they were in prior to the execution of this Easement. In the event Grantee should fail to restore the premises in accordance with such request, State may do so at the risk of Grantee, and all costs of such removal and restoration shall be paid by Grantee upon demand.
6. Grantee understands that said Easement is within California Citrus State Historic Park, a state park, and Grantee agrees to abide by certain regulations and restrictions concerning Grantee's access to said Easement:
 - a. Except in the case of emergencies, prior to any entry upon said land for any of the purposes herein set forth, Grantee shall notify State by written or oral notice to the authorities in charge of said park.
 - b. Grantee shall restrict travel to such roads or routes within said park as said authorities in charge may reasonably designate.
 - c. Use of said roads or routes by Grantee shall be restricted to that use reasonably necessary in connection with the construction, operation, maintenance and repair of said slope easement.
 - d. Grantee shall not consent to the use of any of said roads or routes by members of the public without approval of State.

GENERAL ACKNOWLEDGEMENT

State of California }
County of Sacramento } ss

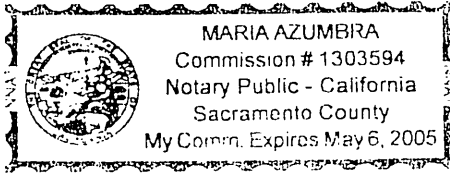
On February 4, 2003, before me Maria Azumbra
(date) (name)

a Notary Public in and for said State, personally appeared _____

Dr. Mark Schrader

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.



WITNESS my hand and official seal.

Maria Azumbra
Signature

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

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

Title _____

Title _____

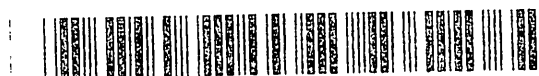
- () Guardian/Conservator
- () Individual(s)
- () Trustee(s)
- (X) Other

Deputy Director, Acquisition and Development

- () Partner(s)
- () General
- () Limited

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

Department of Parks and Recreation



GENERAL ACKNOWLEDGEMENT

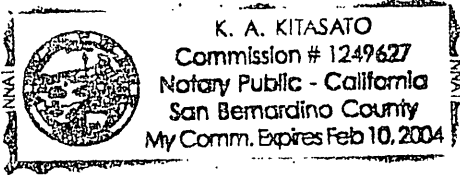
State of California }
County of Riverside } ss

On June 25, 2002, before me K. A. Kitasato
(date) (name)

a Notary Public in and for said State, personally appeared _____
Carol A. Chiodo

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.



WITNESS my hand and official seal.

K. A. Kitasato

Signature

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

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

Title _____

Title _____

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

- () Partner(s)
- () General
- () Limited

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

**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, 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. 18233 of said City Council adopted May 11, 1993, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: 6/25, 2002

CITY OF RIVERSIDE

Carol A. Chiodo

Carol A. Chiodo
Real Property Services Manager
of the City of Riverside

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY [Signature]
Deputy City Attorney





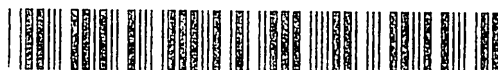
through a central angle of 7°49'36" an arc length of 402.30 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM any portion of lying within said slope easement conveyed to the City of Riverside by said document recorded November 1, 1968.

Area – 13,850 square feet.

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

 4/13/01 Prep. 
Mark S. Brown, L.S. 5655 Date
License Expires 9/30/03



2003-100253
03/14/2003 08:00A
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