

When Recorded Mail to:

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

2017-0471650

11/09/2017 10:56 AM Fee: \$ 0.00

Page 1 of 9

Recorded in Official Records
County of Riverside
Peter Aidana
Assessor-County Clerk-Recorder



and

University of California
Real Estate Services
Attn: Executive Director of Real Estate
1223 University Avenue, Suite 240
Riverside, CA 92521

Project: Easement from C1855
Por. A.P.N.: 250-220-006

D- 17442

GRANT OF EASEMENT AND AGREEMENT

No recording fee pursuant to Government Code §6103

THIS AGREEMENT, made this 18th day of April, 2017, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, hereinafter referred to as "Grantor", and CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as "Grantee".

WHEREAS, Grantee desires to acquire a certain easement ("Easement") in a portion of Grantor's property commonly known as a portion of APN # 250-220-006, (the "Land"), which easement is described in Exhibit "A" and depicted on Exhibit "B" for approximately 40 square feet ("Easement Area").

NOW, THEREFORE,

1. Grantor hereby grants to Grantee a nonexclusive easement over, under, on and across the Land located as described in Exhibits A and B for so long as the Easement Area is used exclusively for the purpose(s) construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of ELECTRIC ENERGY DISTRIBUTION AND TELECOMMUNICATION FACILITIES. And, provided that together with all necessary appurtenances, in, under, upon, over and along that certain real property; the right to clear and

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keep clear said 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 under contract with said Grantee and their officers, agents and employees, whenever and wherever necessary for the purpose of constructing, reconstructing, maintaining, operating, inspecting, repairing, replacing, relocating, renewing and removing said ELECTRIC ENERGY DISTRIBUTION AND TELECOMMUNICATION FACILITIES. Grantor expressly reserves for itself, its successors and its assigns, the right to use the Easement Area or to grant other easements or licenses at the same location so long as such use does not unreasonably interfere with the rights herein granted.

2. Grantee shall maintain the Easement Area together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement Area. The operation and maintenance of such improvements and of the Easement Area shall be at Grantee's sole cost and expense.

3. This Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Land, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the Easement or the Easement Area.

4. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.

5. Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Land or on any other real property of Grantor adjacent to the Easement Area.

6. Grantor may relocate the Easement if in the opinion of Grantor it unreasonably interferes with the present or future use by Grantor of Grantor's land. The first such relocation shall be at Grantee's sole cost and expense with any subsequent relocation at Grantor's expense; provided, however, that Grantor shall provide to Grantee a substitute Easement Area reasonably suited to Grantee's needs.

7. Grantee shall not materially interfere with the use by and operation and activities of Grantor on its property, and Grantee shall use such routes and follow such procedures on Grantor's property as result in the least damage and inconvenience to Grantor.

8. Grantee shall be responsible for any damage to Grantor's property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's property, including, but not limited to, roads, utilities, buildings and fences that may be altered, damaged or destroyed in connection with the exercise of the Easement or use of the Easement Area.

9. This Grant of Easement is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, its contractors', agents', officers', members', employees', invitees', or licensees' exercise of rights granted pursuant to this Easement or use of the Easement Area or of the improvements or personal property of Grantee thereto or thereon, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of Grantee. Grantee hereby covenants and agrees to defend and indemnify Grantor, its officers, employees, agents, students, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of the Easement or use of the Easement Area by Grantee, however occurring, other than those caused solely by the willful or negligent acts or omissions of Grantor.

10. Grantor may terminate this Easement and all of the rights granted herein any time after six (6) months of continuous non-use of the Easement or the Easement Area by Grantee. In the event of such termination, the Easement shall be quitclaimed from Grantee to Grantor, without expense to Grantor, and any and all interest in Grantor's Land conveyed in this Easement shall automatically revert to Grantor or its assigns and successors, without the necessity of any further action to effect said reversion. On demand by Grantor, Grantee shall promptly remove any and all improvements it installed in, on, under or above the Easement Area. At the option of Grantor, all such improvements shall become the personal property of Grantor at no cost to Grantor.

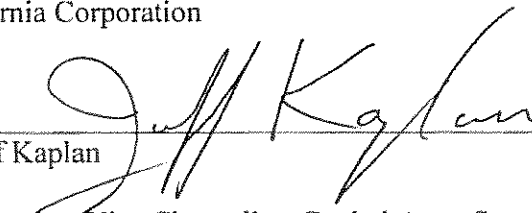
11. Grantee alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantee's interest in the Easement Area, or against any of Grantor's real property as a result of the Easement herein granted. Grantee shall not cause liens of any kind to be placed against the Easement Area or any of Grantor's real property.

12. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

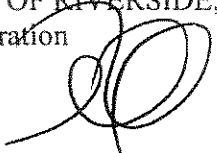
13. This instrument shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

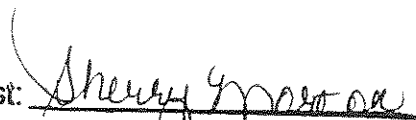
IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

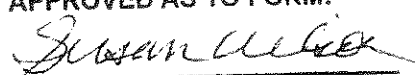
GRANTOR: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California Corporation

By: 
Jeff Kaplan
Its: Associate Vice Chancellor, Capital Asset Strategies

GRANTEE: CITY OF RIVERSIDE, a California charter city and municipal corporation

By: 
David Welch
Its: Real Property Services Manager

Attest: 
Sherry Mason
City Clerk

APPROVED AS TO FORM:
BY: 
ASSISTANT CITY ATTORNEY

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of RIVERSIDE

On 8-25-17 before me, Jennifer Ann Tenney Notary
(here insert name and title of the officer)
personally appeared Jeffrey KAPLANI

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)



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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } ^{ss}

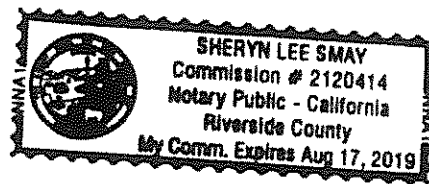
On October 16, 2017, before me, Sheryn Lee Smay,
notary public, personally appeared, DAVID WELCH

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sheryn Lee Smay
Notary Signature




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**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 California charter city and 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. 21027 of said City Council adopted September 06, 2005 and the grantee consents to recordation thereof by its duly authorized officer.

Dated October 16, 2017

CITY OF RIVERSIDE

By 
David Welch
Real Property Services
Manager

ELEC TELE FACILITY -- RIVERSIDE SPORTS COMPLEX

APPROVED AS TO FORM:

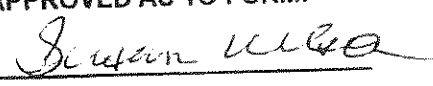
BY: 
ASSISTANT CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

Por. A.P.N.: 250-220-006

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

A strip of land 5.00 feet in width lying within Lot 34 in Section 19, Township 2 south, Range 4 West of the Lands of the East Riverside Land Company as shown by map on file in Book 6, Page 44 of Maps, Records of San Bernardino County, California, the centerline of said strip of land being described as follows:

COMMENCING at the southwest corner of said Lot 34, said corner being on the centerline of Rustin Avenue;


THENCE South 89°59'30" East, a distance of 445.50 feet, along the southerly line of said Lot 34 to the **TRUE POINT OF BEGINNING**;

THENCE North 00°00'45" West, a distance of 8.00 feet to the **END** of this centerline description.

The sidelines of said strip of land shall be lengthened or shortened to terminate in the southerly line of said Lot 34.

Area – 40 S.F.

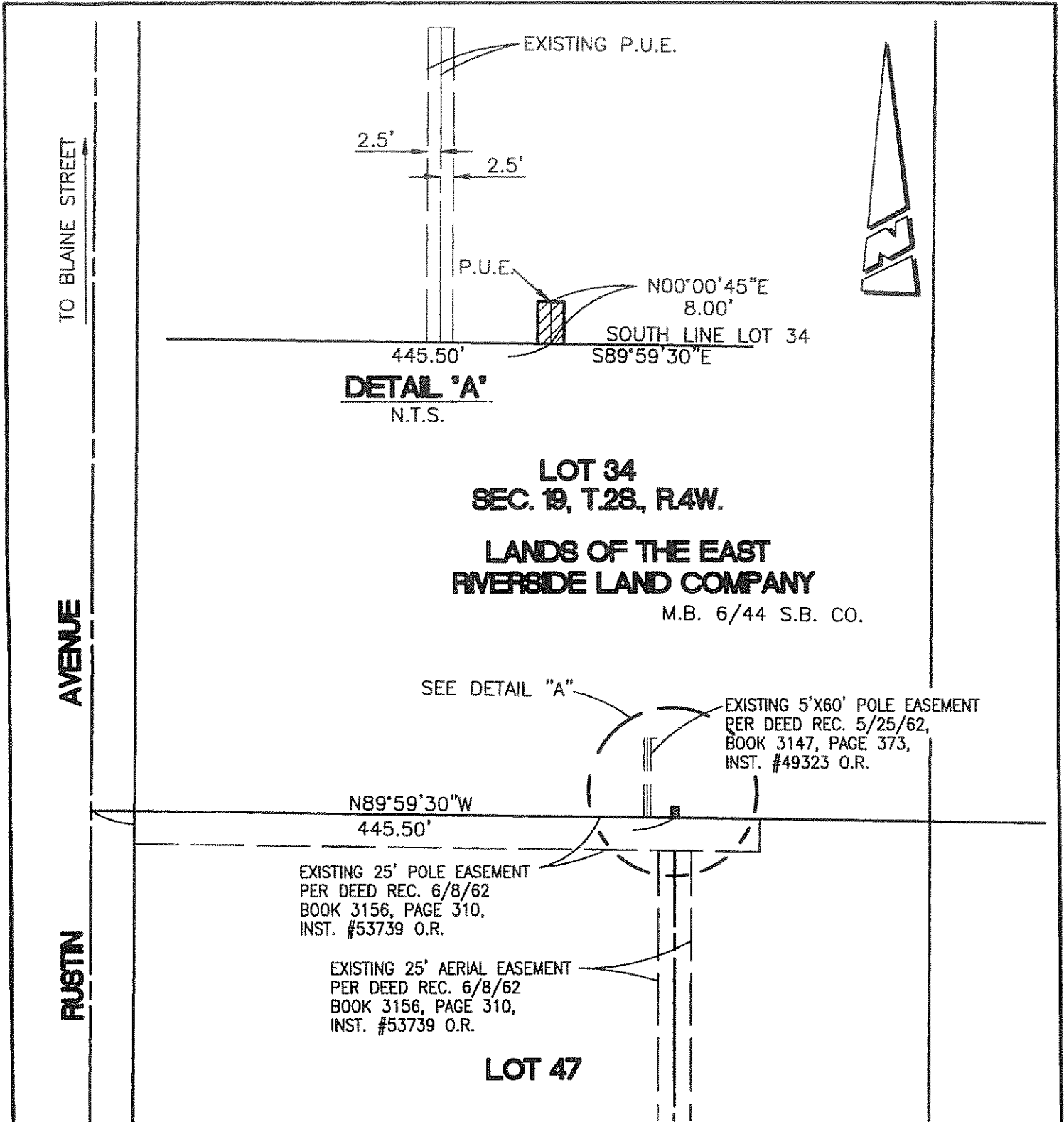
This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Curtis C. Stephens 12/20/16 Prep. 
Curtis C. Stephens, L.S. 7519 Date



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Exhibit "B"



LOT 34
SEC. 19, T.28, R.4W.

LANDS OF THE EAST
RIVERSIDE LAND COMPANY

M.B. 6/44 S.B. CO.

SEE DETAIL "A"

EXISTING 5'X60' POLE EASEMENT
 PER DEED REC. 5/25/62,
 BOOK 3147, PAGE 373,
 INST. #49323 O.R.

$N89^{\circ}59'30''W$
 445.50'

EXISTING 25' POLE EASEMENT
 PER DEED REC. 6/8/62
 BOOK 3156, PAGE 310,
 INST. #53739 O.R.

EXISTING 25' AERIAL EASEMENT
 PER DEED REC. 6/8/62
 BOOK 3156, PAGE 310,
 INST. #53739 O.R.

LOT 47

• 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

SCALE: 1"=100'

DRAWN BY: CURT

DATE: 5/24/15

SUBJECT: 250-220-006 P.U.E.

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