

Recording requested by
and when recorded mail to:

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(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

GRANT OF ACCESS EASEMENTS AND DRIVEWAY MAINTENANCE
AGREEMENT

This Grant of Access Easements (“Agreement”) is entered into effective this ___ day of March, 2018, by and between EMERITOL GRAND TERRACE LLC, (“Owner”) and the Grand Terrace Housing Authority, a body corporate and politic (“Authority”) (sometimes collectively referred to herein as “the Parties”) as follows:

A. Owner is the owner of that certain real property which legal description is attached as Exhibit 1 more commonly identified as 22325 Barton Road, Grand Terrace, California, APN 1167-311-02 (the “Owner Property”) which property is adjacent and east of the Authority Property.

B. Authority is the owner of that certain real property which legal description is attached as Exhibit 2 more commonly identified as 22317 Barton Road, Grand Terrace, California, APN #1167-311-01 (“Authority Property”) which property is adjacent to the Owner Property.

C. Pursuant to Conditional Use Permit 85-9, the Owner Property was made subject to a condition of approval requiring driveway access be granted to the Authority Property in a specified section.

D. Authority is in the process of selling the Authority Property to a developer who is in the process of obtaining the necessary approvals from the City of Grand Terrace (the “City”) to develop the Authority Property as a commercial property. In order to ensure that traffic circulation at the intersection meets traffic demands, the City is requiring the developer to redesign the intersection.

E. The easement granted herein by Owner will fulfill Owner’s obligations under its Conditional Use Permit to provide driveway access.

E. Therefore, the Parties now desire to enter into this Agreement for the sole purpose of helping both parties comply with the City’s requirements as outlined herein.

NOW, THEREFORE, for valuable consideration, the parties hereby agree as follows:

1. Grant of Access Easement by Owner. Owner hereby grants in perpetuity to Authority, its successors and assigns, a non-exclusive easement, in over and through that portion of the Owner Property more specifically described in Exhibit 3. The easement granted herein is for ingress and egress purposes including, without limitation, vehicular and pedestrian public access, construction, installation, use, maintenance, repair, and replacement of roadway and utilities including, but not limited to, electrical, water, sanitary sewer, natural gas, telephone, drainage connections, cable television or any other type of utility, cable pipeline, conduit or other transmission medium or other improvements reasonable related to utility purposes in over or under the roadway. The easement granted herein does not include any portion of the Owner Property that is improved with any buildings, structures or other improvements, or any other portion not expressly identified in Exhibit 3 as constituting the easement area.

2. Maintenance. Upon completion of re-design and construction, the Authority shall be responsible for the maintenance of those portions of the easement residing on the Owner Property for which and over which an easement is being granted.

4. Modification of Easement Areas. The Parties understand and acknowledge that there may be future changes in the locations of structures on their respective properties. Neither party shall take any action to restrict the level of vehicular or pedestrian access available through the easement herein following the effective date of this Agreement.

6. Hold Harmless. The parties shall indemnify, defend and hold each other free and harmless from and against any and all loss or liability for any action that may be commenced or pursued against either of them as a result of activity that occurs within the easements granted pursuant to this Agreement except to the extent of the indemnifying parties negligence of willful misconduct.

7. Covenants Running with the Land. The covenants contained in this Easement Agreement shall be covenants running with the land comprising the Owner Property and Authority Property and shall bind every person having any interest in the Owner Property and Authority Property.

8. Attorneys' Fees. In the event of any controversy, claim, legal action or dispute relating to this grant of reciprocal easements, or the breach hereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, including attorney's fees and other costs.

9. Entire Agreement. The grant of access easement herein constitutes the entire agreement of the Parties regarding the matters addressed herein, and may not be amended or modified except by a document in writing signed by the Parties hereto.

10. Mediation. In the event of any dispute arising in connection with the access easements granted herein, the Parties shall first participate in a mediation before a

mutually selected mediator prior to commencing any formal legal action. The Parties shall share equally in the costs of mediation.

11. Joint Preparation. The parties hereto acknowledge that this Easement Agreement has been negotiated, reviewed and approved by their respective legal counsel and any uncertainty or ambiguity existing herein shall not be interpreted against any of the parties on the basis of that party having drafted the language.

12. Severability. In the event any portion of this Easement shall be declared by a court of competent jurisdiction or mediator to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Easement, and the remaining parts hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this grant of reciprocal access easements effective the day and year first above written.

OWNER

By:

Name:

Title:

Grand Terrace Housing Authority

G. Harold Duffey,
Executive Director

Exhibit 1
Legal Description

The Northerly 62.60 Feet, Easterly 66 Feet of lot 14 and the Northerly 62.60 Feet of a portion of Lot 15 lying westerly of the westerly line of the gage Canal right of way and that portion of lot 2, lying below southern lot line all in section 5 township 2 south, Range 4 west of the of the lands of the East Riverside Land Company per Map book 8 page 44 of the records of San Bernardino County.

Exhibit 2
Legal Description

The west 150 feet of Lot 2 ,415.27 feet north of existing street and the west 100ft of the east 200 feet and the west 40 feet of the east 240 feet of lot 3 all in section 5 township 2 south, Range 4 west of the of the lands of the East Riverside Land Company per Map book 8 page 44 of the records of San Bernardino County.

Exhibit 3 Easement Area

