

CITY OF MENIFEE
RIGHT OF WAY CONTRACT

CONFIDENTIAL
This document contains personal information,
and pursuant to Civil Code section 1798.21, it
shall be kept confidential in order to protect
against unauthorized disclosure.

Exhibit "3"
TEMPORARY CONSTRUCTION EASEMENT

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Meniffee
Attn: City Clerk
29844 Haun Road
Meniffee, CA 92586

(Space above line for Recorder's use only)

APN: 360-230-008

*The undersigned declares that this document is recorded
at the request of and for the benefit of the City of Meniffee
and is therefore exempt from the payment of the
recording fee pursuant to Government Code § 6103 and
§ 27383 and from payment of the documentary transfer
tax pursuant to Revenue and Taxation Code § 11922.*

**GRANT OF EASEMENT
(Temporary Construction Easement)**

This GRANT OF TEMPORARY CONSTRUCTION EASEMENT is made this ____ day of _____, 20__, by and between MANSLAND DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("Grantor"), and the CITY OF MENIFEE, a California municipal corporation ("City").

For valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby GRANTS unto City, its successors and assigns, a TEMPORARY CONSTRUCTION EASEMENT in, over, under and across the real property in the County of Riverside, State of California described in Exhibit "A-3" attached hereto and made a part hereof, and depicted in Exhibit "B-3" attached hereto and made a part hereof (the "Temporary Construction Easement Area").

This Temporary Construction Easement is a nonexclusive easement which permits the City of Meniffee, and its officers, agents, employees, and contractors, to enter upon, over, under, along, and across the Temporary Construction Easement Area, consisting of approximately 13,077 square feet, as deemed reasonably necessary for all purposes incidental to the construction of the Project (the "Project"). This Temporary Construction Easement shall include the right to perform within the Temporary Construction Easement Area, any necessary excavation; grading; earth fill; compaction; installation of concrete forms; landscaping; irrigation; utility; and sign relocation; accommodation of private drainage facilities; and deposit of tools, equipment, and material for all such necessary activities which are reasonably incidental to the work being performed on Temporary Construction Easement Area in connection with the approved plans for the Project; provided, however, this Temporary Construction Easement shall not include the right to store any materials or park any vehicles which are not incidental to the work to be performed on site in

connection with the Project, nor to block all pedestrian or vehicular access to the larger parcel of property of which the Temporary Construction Easement Area is a part ("Grantor's Property"), nor exercise the uses of the easement outside of the Temporary Construction Easement Area. The grant of the Temporary Construction Easement includes the right to access the Temporary Construction Easement Area during normal business hours to conduct studies, tests, examinations and surveys necessary to design and construct the improvements including without limitation the right of vehicular and pedestrian ingress and egress, in, over, under, across, along and upon the Temporary Construction Easement Area.

To the extent legally permitted improvements are constructed on the Temporary Construction Easement Area, City shall protect or restore all improvements thereon.

All activities conducted by City and/or its representatives shall be conducted in an environmentally sound and workmanlike manner. City and its representatives shall not: (i) unreasonably interfere with the use of Grantor's Property or any tenants or occupants of Grantor's Property, (ii) damage Grantor's Property in any manner not called for under the Project's approved construction plans, and (iii) block or obstruct all ingress or egress to or from Grantor's Property, block all visibility to the signage or the use of reasonable vehicular access roads during business hours. If any portion of Grantor's Property outside of the Temporary Construction Easement Area suffers damage by reason of the exercise of the rights under this Temporary Construction Easement, City shall promptly repair such damage, and restore Grantor's Property to the same functional condition prior to the occurrence of such damage as is reasonably possible.

This Temporary Construction Easement shall commence after the close of escrow and be effective for a period of thirty (30) months beginning on the date that is thirty (30) days following written notice from City to Grantor's of the activation of the Temporary Construction Easement. The Temporary Construction Easement shall expire on the earlier of (i) the termination date or (ii) the date on which City records a notice of termination of the Temporary Construction Easement or Project Completion Notice in the Official Records of the County of Riverside.

At the expiration of this Temporary Construction Easement, City shall restore the Temporary Construction Easement Area to a functional condition as near as reasonably possible to the condition that existed immediately prior to City's exercise of the rights hereunder, consistent with the improvements to be constructed by the Project.

**SEE EXHIBIT "A-3" and "B-3" ATTACHED HERETO AND MADE PART
HEREOF.**

Subject also to the following, in accordance with U.S. DOT Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions:

A. The GRANTEE, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

In the event facilities are constructed, maintained, or otherwise operated on the property described in this deed for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the GRANTEE will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. In the event of breach of any of the above Non-discrimination covenants, the STATE will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the property of the STATE and its assigns.

MANSLAND DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

IN WITNESS WHEREOF, Grantor's and City have executed this Grant of Easement as of the date first set forth above.

Mansland Development, LLC, a California limited liability company

By: Marti R. Manser
Name: Marti R. Manser
Its: Managing Member
Date: 5/19/21

By: _____

Name: _____

Its: _____

Date: _____

ACKNOWLEDGEMENT

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 5-19-2021, 2021, before me, Linda E Keeney, Notary Public, personally appeared Marti Ray Manser, 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

Linda E Keeney



(Seal)

ACKNOWLEDGEMENT

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 _____)

On _____, 20____, before me, _____, Notary Public, personally appeared _____, 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 _____

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the GRANT OF EASEMENT dated _____, 20____, from MANSLAND DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY to the CITY OF MENIFEE, a California municipal corporation ("City"), is hereby accepted by the undersigned officer or agent on behalf of the City of Menifee.



Nicolas Fidler, P.E.
City Engineer, City of Menifee



Date

Exhibit "A-3"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
MANSLAND DEVELOPMENT

Parcel 360-230-008-3

An easement for temporary construction purposes and incidents thereto in and to that portion of Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 10, Township 6 South, Range 3 West, San Bernardino Meridian, in the City of Menifee, County of Riverside, State of California, as described in Grant Deed recorded as Instrument No. 2009-00669071 Official Records, in the Office of the County Recorder of said county, described as follows:

Parcel "A"

Commencing at the northeast corner of said Section 10, said point monumented with a 3" brass disk, 0.4 feet below the surface within the Right of Way of Interstate 215;

Thence North 89°42'15" West along the northerly boundary of said Section 10, a distance of 80.26 feet;

Thence South 00°17'45" West, perpendicular to said northerly boundary, a distance of 30.00 feet to the southerly Right of Way of Holland Road (30.00 feet half width);

Thence South 44°26'47" East, along the westerly Right of Way of Interstate 215, a distance of 61.41 feet;

Thence North 87°04'01" West a distance of 32.22 feet to the **True Point of Beginning** of Parcel "A";

Thence South 00°00'00" West a distance of 28.16 feet;

Exhibit "A-3"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

Thence North 90°00'00" West a distance of 222.89 feet;

Thence North 00°00'00" East a distance of 37.31 feet to a point hereinafter referred to as Point "A";

Thence South 89°30'14" East a distance of 35.27 feet;

Thence South 00°26'42" West a distance of 14.72 feet;

Thence South 89°33'18" East a distance of 35.48 feet;

Thence North 00°26'42" East a distance of 13.95 feet;

Thence South 87°04'01" East a distance of 152.35 feet to the **True Point of Beginning** of Parcel "A".

Containing 6,974 square feet or 0.160 acres more or less.

Parcel "B"

Commencing at aforementioned Point "A";

Thence North 89°30'14" West a distance of 291.54 feet to the **True Point of Beginning** for Parcel "B";

Thence South 00°29'46" West a distance of 76.66 feet;

Thence South 55°32'41" West a distance of 66.62 feet;

Thence North 89°54'36" West a distance of 26.06 feet to the westerly boundary of that property described in said Grant Deed;

Thence North 00°46'28" East, along said westerly boundary, a distance of 24.21 feet to a point on a 50.00 foot radius non-tangent curve, concave northwesterly, said point bears South 25°35'04" East from the radius point;

Exhibit "A-3"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

Thence Northerly, along said non-tangent curve, through a central angle of 100°33'14" an arc distance of 87.75 feet;

Thence North 53°51'41" East a distance of 26.90 feet;

Thence South 89°30'14" East a distance of 40.82 feet to the **True Point of Beginning** for Parcel "B".

Containing 6,103 square feet or 0.140 acres more or less.

See Exhibit "B" attached hereto and made a part hereof.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007), Zone 6. Divide distances in the above description by 0.999907542 to obtain ground distances.

This real property description has been prepared by me, or under my direction in conformance with the Professional Land Surveyors' Act.


John C. Bentley, P.L.S. 7223

7/30/19
Date



Exhibit "B-3"

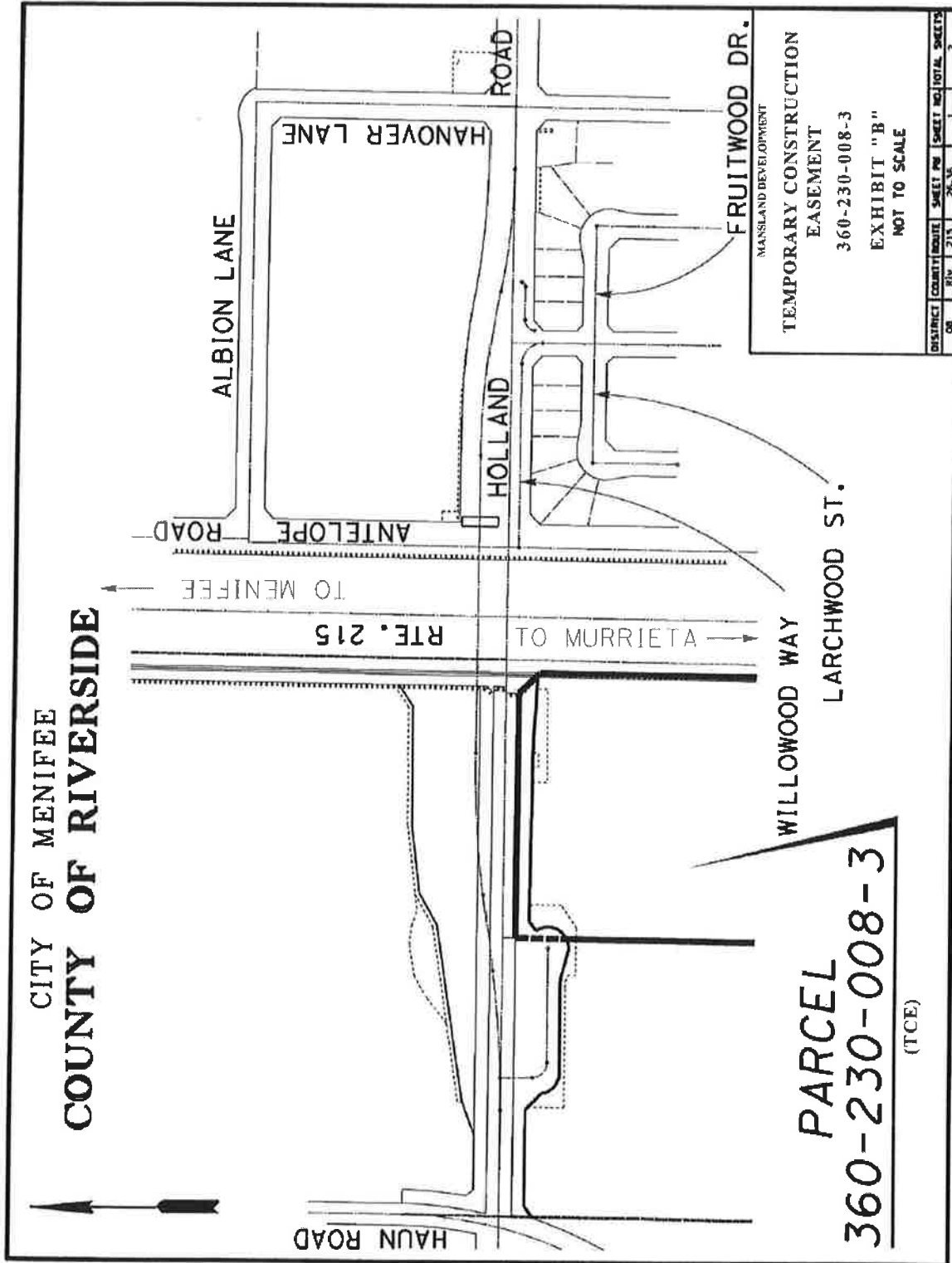


Exhibit "B-3"



