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Book 1983, Page 180543

SEP - 2 1983

Recorder of Deeds, County of Riverside, California

William F. Brown
Recorder

GRANT OF EASEMENT
TO
FIELD CABLEVISION
DIVISION OF
FIELD COMMUNICATIONS COMPANY
BY

CHARLES O. STONER and DEBORAH K. STONER

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CHARLES O. STONER and DEBORAH K. STONER ("Owner"), hereby grants and conveys to FIELD CABLEVISION DIVISION OF FIELD COMMUNICATIONS COMPANY ("Grantee"), a perpetual, non-exclusive easement and right-of-way in, over, under, upon, along, through and across certain real property located in the County of Riverside, State of California, described in attached Exhibit A (the "Easement Area"). Grantee's and Owner's rights in the Easement Area shall be as set forth in this Grant of Easement which clarifies and supercedes the binding written easement agreement already entered into by Owner and Grantee.

A. Rights of Grantee in Easement Area:

Grantee shall have the right to use the Easement Area as an access road and shall have the right to improve the Easement Area in whatever way Grantee deems appropriate in order to use the Easement Area as an access road, including, but not limited to cutting, grading, defoliating and paving the Easement Area. Grantee may exercise such right to improve the Easement Area at any time, upon reasonable notice to Owner, and may make such improvements at one time or in any number of stages as Grantee deems appropriate. Grantee shall not be liable for any damage to the Easement Area reasonably caused in connection with Grantee's improvement or use of the Easement area, nor shall Grantee be required at any time to restore the Easement Area to its natural state. Owner shall allow Grantee to use such of Owner's property not within the Easement Area as may be reasonably necessary in the course of Grantee's improvement of the Easement Area.

B. Rights of Owner in Easement Area:

Owner shall have the right to use the Easement Area for any purpose to the extent that such use does not interfere with Grantee's use of the Easement Area, and Grantee shall not interfere with Owner's rightful use of the Easement Area. However, Owner shall make no other use

of the Easement Area without first notifying Grantee of such proposed use and receiving Grantee's written consent to such use. If Grantee fails to provide objection in writing to any proposed use by the Owner within thirty (30) days after notice for the proposed use has been given to Grantee, Grantee shall be deemed to have consented to such proposed use. Owner shall retain all rights in the Easement Area which are not inconsistent with Grantee's rights under this Grant of Easement. Owner shall have no responsibility to maintain the Easement Area or contribute to its improvement.

C. Consideration for Grant of Easement:

In full consideration of this Grant of Easement, Grantee shall pay Owner THREE HUNDRED DOLLARS (\$300.00) per year, the first payment to be made on the date of execution of this Grant of Easement, and payments each year thereafter to be made on the first day of May. Every five years, beginning in 1988, Owner and Grantee shall meet to adjust Grantee's yearly payment to a reasonable amount for the next five years. If Owner and Grantee are unable to agree on such adjustment, such adjustment shall be made by reference to the "Consumer Price Index ("CPI") - ALL ITEMS - United States Area" (1967=100), published by the United States Department of Labor or, if such index is not then being published, such other equivalent or similar index that measures the purchasing power of the dollar. If the adjustment in Grantee's yearly payment is made by reference to the CPI or other equivalent or similar index, such adjustment shall equal the proportionate change in the CPI or other such index from April of the year of the previous adjustment of yearly payment (eg., five years prior) to April of the year of the current adjustment. Grantee shall not be deemed in default under this Grant of Easement until thirty (30) days following Grantee's actual receipt of written notice that a yearly payment has become due and not been paid. Owner's sole remedy in the event of Grantee's default under this Section C shall be a claim against Grantee for sums due hereunder.

D. Relocation of Easement:

If Owner at any time determines in good faith that the location of the Easement Area or any portion thereof interferes with the development of Owner's property not within the Easement Area, Grantee, within one hundred twenty (120) calendar days after receiving written notice from Owner, shall relocate the Easement Area or portions thereof at Owner's sole expense and at no expense to Grantee. Such obligation of Grantee to relocate shall be conditioned on Owner's furnishing to Grantee before Grantee begins such relocation a good and sufficient permanent grant of easement to a location of equal convenience and quality to the Easement Area, which grant of easement shall be in a form identical to this Grant of Easement.

E. Abandonment of Easement:

At any time Grantee may give Owner written notice of Grantee's desire to abandon the Easement, and such abandonment shall be effective on the next thirtieth day

of April. Upon abandonment all of Grantee's obligations under this Grant of Easement shall cease. Upon abandonment Grantee shall have no right or obligation to remove any improvement it has made to the Easement Area. Upon abandonment Grantee shall have no right to reimbursement for any improvement it has made to the Easement Area and no obligation to reimburse Owner for any damage to the Easement Area or any diminution in value of Owner's property caused by the existence of the Easement or any improvement to the Easement Area.

F. Unused Portions of the Easement Area:

After three years from the date of execution of this Grant of Easement and at such time that Grantee has improved the Easement Area to the extent that Grantee contemplates no further improvement thereto, Owner may request that Grantee convey back to Owner all portions of the Easement Area not reasonably necessary to Grantee's exercise of its rights under this Grant of Easement. Grantee shall convey back to Owner such unused portions of the Easement Area, provided Owner bears all costs of such conveyance, including the costs of surveys, recording, title insurance and reasonable attorneys' fees.

G. Liens and Indemnification:

Grantee shall not cause the Easement Area, or any part thereof, to suffer any lien or encumbrance, such as liens of lenders, mechanics, laborers, materialmen, contractors, sub-contractors, or any other person or entity. Grantee shall not cause the Easement Area to be liable for any claim for damages whatsoever. Grantee shall cause to be removed all such liens and cause to be settled all such claims before any action is brought to enforce such liens or claims against the Easement Area. Grantee hereby agrees to indemnify and hold harmless Owner from all liability for all such liens and claims and from all costs and expenses related thereto, including, but not limited to, reasonable attorneys' fees and court costs incurred by Owner. Grantee further agrees to indemnify and hold harmless Owner from all liability for damages to any property or injury to or death of any person proximately caused in whole or in part by the negligence or intentional misconduct of Grantee or its agents, or by any act or omission for which Grantee or its agents are liable without fault, except in those instances in which such damage, injury or death is proximately caused in whole or in part by any act or omission of Owner or Owner's agents, or by any act or omission for which Owner or Owner's agents are liable without fault.

H. Arbitration and Attorneys' Fees:

All disputes arising out of or relating to this Grant of Easement or the interpretation or breach thereof shall be resolved by arbitration in accordance with the rules of the American Arbitration Association then in force, unless Owner and Grantee agree otherwise. This agreement to arbitrate shall be specifically enforceable under applicable law in any court of competent

jurisdiction. The prevailing party in any arbitration relating to this Grant of Easement shall be entitled to recover all of its reasonable costs related to such arbitration, including reasonable attorneys' fees.

I. Acceptance and Recordation:

Grantee and Owner agree and accept, by execution and recordation of this Grant of Easement, that the terms and conditions set forth in this Grant of Easement shall be binding upon and inure to the benefit of Grantee and Owner.

J. Successors and Assigns:

This Grant of Easement shall be binding upon and inure to the benefit of the successors and assigns of Owner and Grantee.

IN WITNESS WHEREOF, this Grant of Easement has been executed this 17 day of May, 1983.

FIELD CABLEVISION DIVISION OF
FIELD COMMUNICATIONS COMPANY

By: [Signature]

By: [Signature]

Charles O. Stoner
Charles O. Stoner

[Signature]
Deborah K. Stoner

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STATE OF California)
COUNTY OF San Bernardino) ss.

On _____, 198_, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas D. Day Trustee personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument as vice Pres. General Services on behalf of the corporation therein named, and acknowledged to me that said corporation executed the within instrument.

WITNESS my hand and official seal.



Clifford R. McNeil
Notary Public in and for said State

[Seal]

STATE OF _____)
COUNTY OF _____) ss.

On _____, 198_, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument as _____ on behalf of the corporation therein named, and acknowledged to me that said corporation executed the within instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

[Seal]

180543

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On May 23, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared

CHARLES O. STONER, 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 this instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

John George Hagan
Notary Public in and for
said State

[Seal]

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On May 23, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared

DEBORAH K. STONER, 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 this instrument and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

John George Hagan
Notary Public in and for
said State

[Seal]