

RECORDING REQUESTED BY
Commonwealth Land Title Company
AND WHEN RECORDED MAIL TO:
City of Redlands - City Clerk's Office
P.O. Box 3005
Redlands, CA 92373

Electronically Recorded in Official Records, County of San Bernardino

3/05/2015
12:57 PM
LB
SAN



BOB DUTTON
ASSESSOR - RECORDER - CLERK
803 Lawyers Title Co/Commonwealth

Doc #: 2015-0085003



Titles:	1	Pages:	4
Fees			.00
Taxes			.00
Other			.00
PAID			.00

APN: 0169-362-15
Escrow No: 09290586-918-GKD
Title No: 08022489

Exempt from recording fee per Gov. Code 6103
Exempt from Documentary Transfer Tax per Rev. & Tax Code 11922

Grant of Easement

(TEMPORARY CONSTRUCTION EASEMENT)
APN 0169-362-15

DOCUMENT TITLE

SEPARATE PAGE - PURSUANT TO GOVERNMENT CODE 27361.6

TEMPORARY CONSTRUCTION EASEMENT

APN 0169-362-15

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, McDONALD'S CORPORATION, a Delaware corporation, successor in interest by merger with Franchise Realty Interstate Corporation, ("Grantor"), hereby grants to the CITY OF REDLANDS, a Municipal corporation, ("Grantee"), a non-exclusive temporary construction easement to provide a work area for the contractor during the construction period for the widening of Alabama Street, in the City of Redlands, County of San Bernardino, State of California, as shown on Exhibit "A" attached hereto and made a part hereof.

It is understood that said temporary construction easement shall extend for a period of eighteen (18) months commencing forty-eight (48) hours after the Grantee provides written notification to the Grantor of its intent to commence construction.

City of Redlands agrees to indemnify and hold McDonald's Corporation, a Delaware corporation, successor in interest by merger with Franchise Realty Interstate Corporation, harmless from and against any claim, action, suite, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorney fees), resulting from this document.

It is understood and agreed that in the event the Grantor plans to sell, lease, or rent the Grantor's property prior to the completion of the project or the final expiration date of this temporary construction easement, the Grantor shall inform, in writing, any and all parties involved in said sale, lease, or rental, of this temporary construction easement and associated construction project by Grantee before the completion of said sale, lease or rental. This temporary construction easement is binding upon heirs, successors and assigns.

Grantee shall have the option to extend the TCE term if required. Grantee shall notify Grantor in writing of the Additional TCE term needed and shall pay Grantor prior to the start of the additional TCE term at the rate of \$248.00 per month.

It is further understood that when the construction project is completed and said temporary easement is no longer required, said real property shall be restored to the same general conditions as existed prior to the beginning of construction.

Unless otherwise agreed in writing, Grantee will not move, remove or demolish any of Grantor's signs, access drives, curbing or other improvements located within the temporary construction easement area.

Grantee agrees that it will at all times keep fully open the ingress/egress from Grantor's Parcel to Alabama Street so that vehicles may enter and exit the premises.

Grantee will not park on or store any construction vehicles, equipment or materials within the easement area or on Grantor's other property.

Executed on February 4, 2014

McDONALD'S CORPORATION,
a Delaware corporation,
successor in interest by merger with
Franchise Realty Investment Trust

By: [Signature] MS
Name: Thomas R. Pickett
Its: Senior Counsel

ACKNOWLEDGMENT

State of Illinois)
)
County of DuPage) ss.

A Notary Public

On the 4th day of February in the year 2014, before me, Melinda K. Smith, personally appeared Thomas R. Pickett, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual 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.

Given under my hand and seal this 4th day of February, 2014

[Signature] (Seal)
Notary Public

My commission expires: 10/18/14

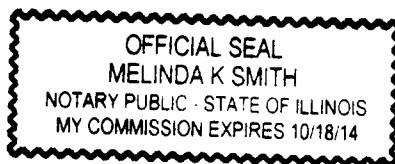


EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

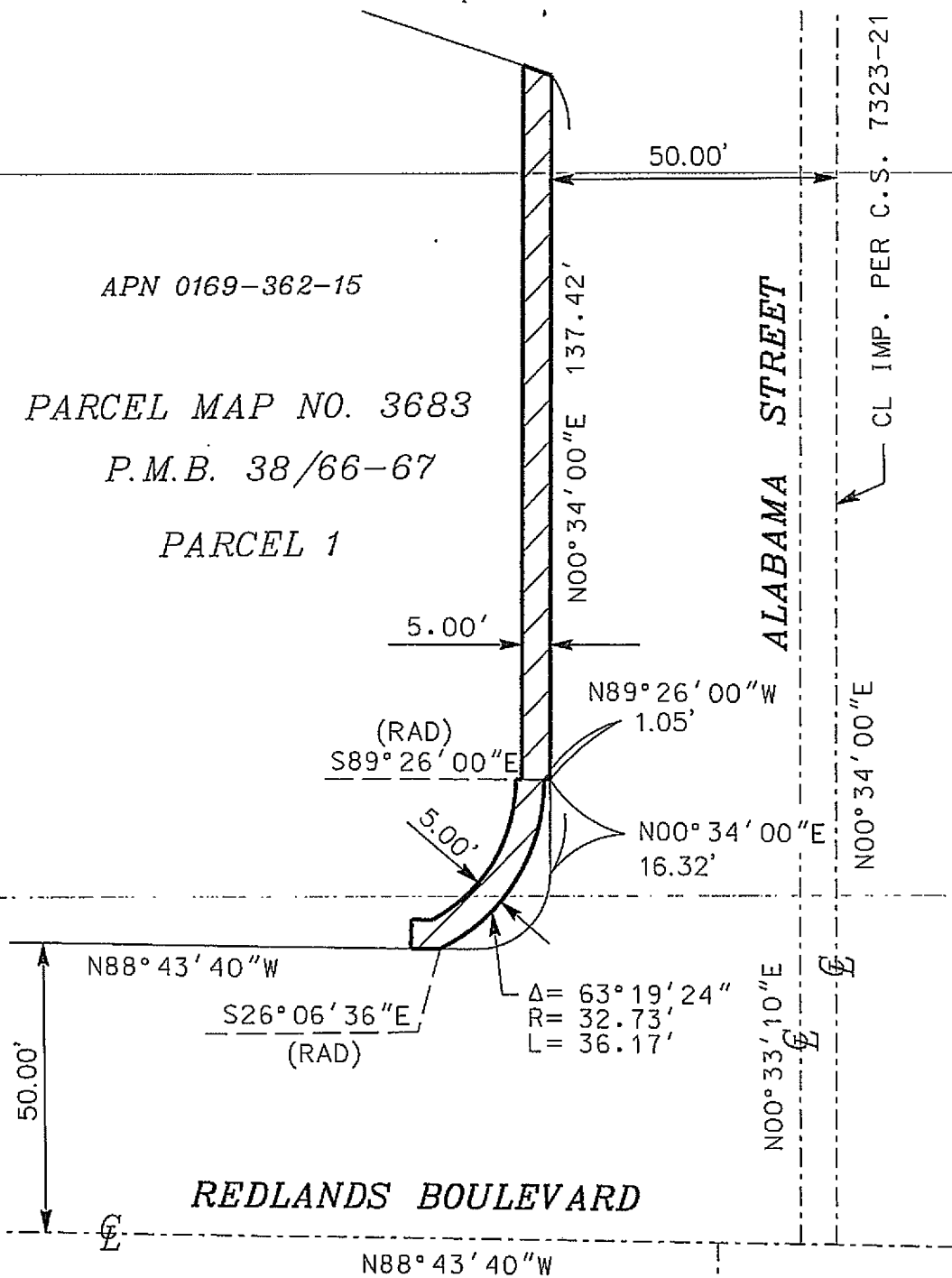


APN 0169-362-15

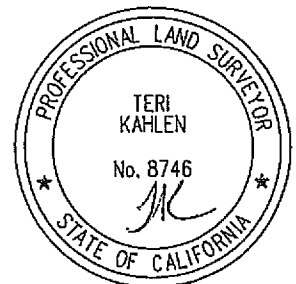
PARCEL MAP NO. 3683

P.M.B. 38/66-67

PARCEL 1



INDICATES TEMPORARY CONSTRUCTION EASEMENT
AREA=797 SF



PARAGON
PARTNERS
LTD

REDLANDS BLVD. AND
ALABAMA ST. IMP PROJECT

APN 0169-362-15
CITY OF REDLANDS
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

SHEET: 1 OF 1
DATE: 7/18/13
DRAWN BY: TLK
SCALE: 1"=30'