

135506

When recorded mail to:

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

DEPARTMENT OF THE AIR FORCE
EASEMENT FOR RIGHT-OF-WAY
(SEWER PIPELINE)

ON MARCH AIR FORCE BASE
RIVERSIDE COUNTY, CALIFORNIA

12713

No. DACA09-2-89-25

RECEIVED FOR RECORD
Min. Past 2 o'clock

APR 1 3 1990
Recorded in Official Records
of Riverside County, California
William E. Smith
RECORDER
Fees \$

THE SECRETARY OF THE AIR FORCE, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2669, having found that the granting of this easement will be in the public interest and will not substantially injure the interest of the United States in the property affected thereby, hereby grants to the CITY OF RIVERSIDE, hereinafter designated as the Grantee, for an indefinite term from the date hereof, an easement for a right-of-way for the construction, installation, operation, and maintenance of a sewer pipeline, over, across, in and upon land of the United States at the location shown in red on Exhibit B, attached hereto and made a part hereof, and more particularly described as follows:

A portion of March Air Force Base, consisting of approximately 1.67 acres, more or less, as is more particularly described in Exhibit "A," attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions:

1. The grantee shall pay to the United States compensation in the amount of NINE HUNDRED TWENTY AND NO/100 DOLLARS (\$920.00) per annum, payable in advance. Compensation shall be made payable to the Finance & Accounting Officer, LADCE and forwarded to the Commander, U.S. Army Engineer District, Los Angeles, P.O. Box 2711, Los Angeles, California 90053-2325, ATTN: Real Estate Division.

2. The installation and/or operation and maintenance of said line shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the officer of the Air Force having immediate jurisdiction over the property, hereinafter designated as "said officer", and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon.

3. The use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such rules and regulations as the said officer may from time to time prescribe, said officer being the Commander, March Air Force Base, California.

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4. The grantee shall supervise the said line and cause it to be inspected at reasonable intervals, and shall immediately repair any defects. Upon completion of the installation of said line and the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer.

5. Any property of the United States damaged or destroyed by the grantee, incident to the use and occupation of the said premises, shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

6. The United States reserves to itself the right to construct, use, and maintain across, over, and/or under the right-of-way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil, and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right-of-way herein granted.

7. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee, nor for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities, and the grantee shall hold the United States harmless from any and all such claims.

8. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said line.

9. That the grantee shall furnish through said line such service as may be required from time to time for governmental purposes on said land, provided that payment for all such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

10. In the event all or any portion of said land occupied by said line shall be needed by the United States, or in the event the existence of said line shall be considered detrimental to governmental activities, the grantee shall, from time to time, upon notice so to do, and as often as so notified, remove said line and related facilities to such other location or locations on said land as may be designated by said officer, and, in the

event said line shall not be removed or relocated within ninety (90) days after any aforesaid notice, the United States may cause the same to be done at the expense of the grantee.

11. This easement may be terminated by the Secretary of the Air Force upon reasonable notice to the grantee if the Secretary of the Air Force shall determine that the right-of-way hereby granted interferes with the use of said land or any part thereof by the United States, or it may be terminated by the Secretary of the Air Force for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for non-use for a two-year period or for abandonment.

12. Upon the expiration or termination of this grant, the grantee shall, without expense to the United States, and within such time as the Secretary of the Air Force may indicate, remove the said line from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to remove the said line and so restore the premises, the United States shall have the option either to take over the said line as the property of the United States, without compensation therefor, or to remove the said line and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States or its officers or agents, on account of the taking over of said line or on account of its removal.

13. The conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the representatives, successors, and assigns of the grantee.

14. That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

15. That the area hereby granted will be reappraised at each five (5) year interval, for the purpose of determining the current fair market rental value.

This easement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the Air Force this 28th day of March 1990.

Richard A. Rayburn
VIRGIL D. TAYLOR
Chief, Real Estate Division
U.S. Army Engineer District, L.A.

THIS EASEMENT, including all terms and conditions contained therein, is accepted this 6th day of March 1990.

CITY OF RIVERSIDE

APPROVED AS TO FORM
N. G. Herms
CHIEF ASSISTANT CITY ATTORNEY

BY: *Terry Freyzel*
TITLE: Mayor

ATTEST: *Alvin A. Hare*
City Clerk

CONSENT TO RECORDATION

135506

THIS IS TO CERTIFY that the interest in real property conveyed by this annexed instrument dated March 28, 1990 from the Secretary of the Air Force to the City of Riverside, a municipal corporation of the State of California, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 14883 of said City Council adopted on January 25, 1983, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: 4/13/90

[Signature]
Property Services Manager

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

ON 9 APRIL, 1990, BEFORE ME, J.C. McCullough

A NOTARY PUBLIC FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED

RICHARD G. RAYBURN, KNOWN TO ME (OR PROVED TO ME ON THE BASIS

OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUB-

SCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT

HE EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL

DACA09-2-89-25

J.C. McCullough
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE



J.F. Davidson Associates, Inc.

ENGINEERING PLANNING SURVEYING ARCHITECTURE LANDSCAPE ARCHITECTURE

July 29, 1988

W.O. 87-9755X

15' SEWER EASEMENT
S.I.C. EAST SIDE SEWER
DEPARTMENT OF AIR FORCE PROPERTY

That portion of Lots 3 and 4 in Block 11, and Lots 1, 3 and 4 in Block 19, also a portion of Cactus Avenue (vacated), all being of the Alessandro Tract, as shown by map on file in Book 6 of Maps, at page 13 thereof, Records of San Bernardino County, California, lying within a strip of land 15.00 feet wide, being 5.00 feet Westerly and 10.00 feet Easterly of the following described line:

Commencing at the Southwest corner of Section 15, Township 3 South, Range 4 West, S.B.M., said corner being the centerline intersection of Brown Street (vacated), and John F. Kennedy Drive (vacated);

Thence $N.00^{\circ}05'07''W.$ along the Westerly line of said Section 15, a distance of 660.03 feet to a line parallel with and 660.00 feet Northerly, measured at right angles from the Southerly line of said Section 15, said parallel line being the Northerly line of Parcel 8 of that certain parcel of land conveyed to A.S.D. by deed recorded January 9, 1985, as Instrument No. 4583, Official Records of Riverside County, California;

Thence $N.89^{\circ}18'50''E.$ along said parallel line, a distance of 1277.04 feet to the Northeast corner of said Parcel 8;

Thence $S.00^{\circ}09'24''E.$ along the Easterly line of said Parcel 8, a distance of 2.50 feet to the point of beginning of said line description;

Thence $N.46^{\circ}43'32''E.$, a distance of 567.80 feet;

Thence Northwestery on a non-tangent curve concave Northeasterly, having a radius of 1206.00 feet, through an angle of $24^{\circ}34'56''$, an arc length of 517.42 feet (the initial radial line bears $S.65^{\circ}30'02''W.$);

Thence $N.00^{\circ}04'58''E.$, a distance of 1088.52 feet;

EXHIBIT "A"

S.I.C EAST SIDE CENTER

July 29, 1988

Page 2 of 2

Thence N.00°05'22"W., a distance of 2660.13 feet to a point on the Northerly line of said Section 15, said point being the termination of said line description.

The sidelines of said 15.00 foot strip of land shall be prolonged or shortened as to terminate in the Northerly line and Easterly line of said Parcel 8 and the Southerly line of Alessandro Boulevard, said Southerly line being 102.00 feet Southerly measured at right angles from the Northerly line of said Section 15.



DESCRIPTION PREPARED UNDER THE SUPERVISION OF:

A handwritten signature in cursive script that reads "Homer A. Fountaine".

Homer A. Fountaine

July 29, 1988

J.F. DAVIDSON ASSOCIATES, INC.

MWC:HAF:lka

SEE SHEET 2

BLK. 19

STREET

SEC. 15, T.95, R.4 N., S.B.M.

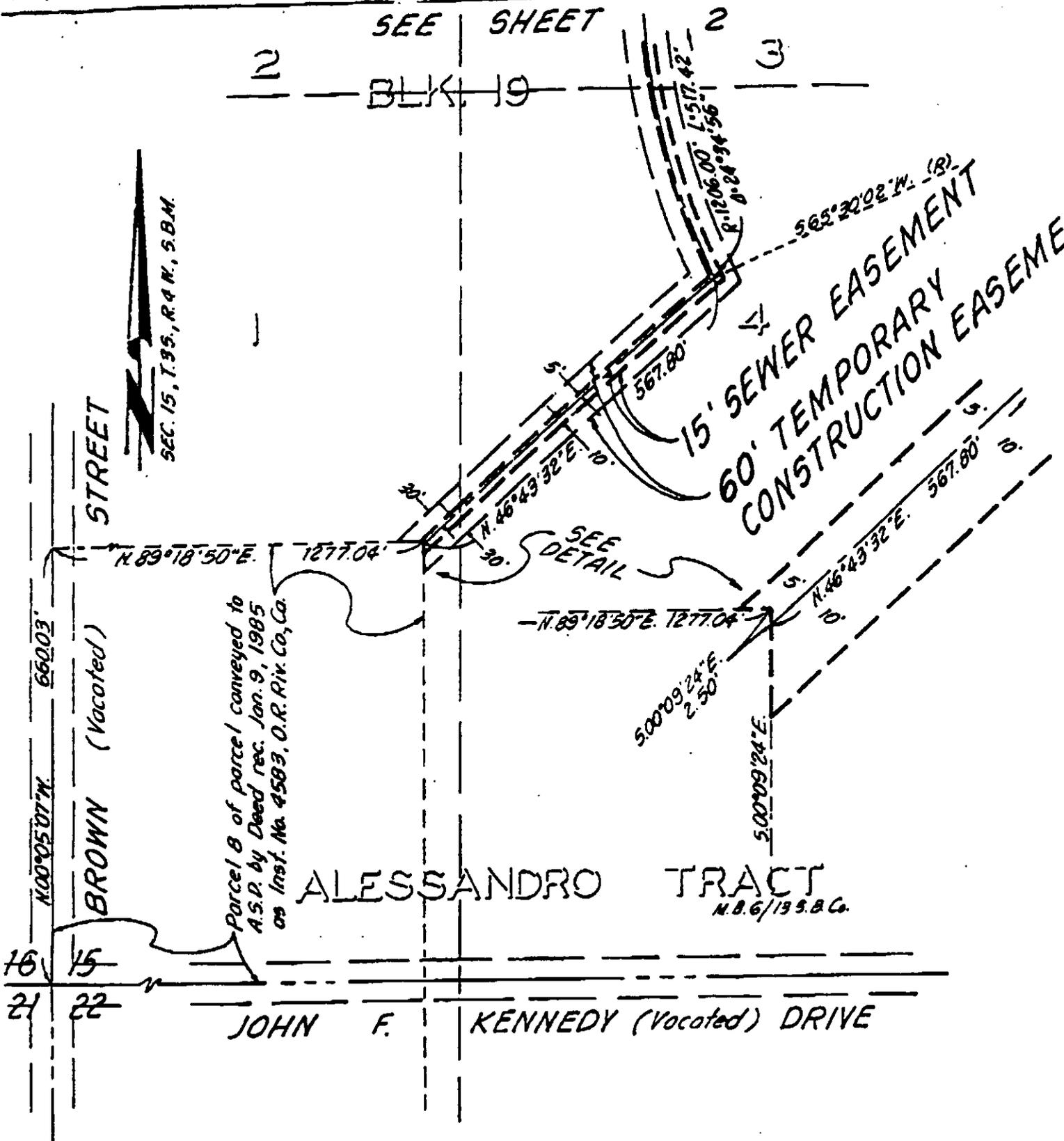
BROWN (Vacated)

Parcel 8 of parcel conveyed to A.S.D. by Deed rec. Jan. 9, 1985 on Inst. No. 4583, O.R. Riv. Co., Co.

ALESSANDRO TRACT N.B. 6/19 S.B.C.

JOHN F. KENNEDY (Vacated) DRIVE

15' SEWER EASEMENT
60' TEMPORARY CONSTRUCTION EASEMENT



CITY OF RIVERSIDE, CALIFORNIA

11-30

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 4

87-9755X(

SCALE 1" = 200'

DRAWN BY M.C. DATE 7 / 29 / 88

SUBJECT SEWER E CONSTRUCTION EASEMENT - S.I.C.

12713

EXHIBIT "A"

SEE SHEET
BLK 11

CACTUS (Vocated)

4 AVENUE

REC. 15, T.35, R.4 N., S.B.M.

2

ALESSANDRO

15' SEWER EASEMENT

60' TEMPORARY
CONSTRUCTION EASEMENT

TRACT
M.B. 6/13 S.B. Co.

BLK 19

SEE SHEET 14

• CITY OF RIVERSIDE, CALIFORNIA •

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SHEET 2 OF 4

87-9755X(

SCALE: 1" = 200'

DRAWN BY M.C. DATE 7 / 29 / 88

SUBJECT SEWER & CONSTRUCTION EASEMENT - S.I.C.

SEE SHEET 4

135506

2

3

SEC. 15, T. 35, R. 4 N., S. 8. M.

BLK. 11

ALESSANDRO

15' SEWER EASEMENT
60' TEMPORARY
CONSTRUCTION EASEMENT

TRACT
N. B. 6/1958 Co.

4

CACTUS (Vocated) 30' AVENUE

2

BLK. 19
SEE SHEET

3

2

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.

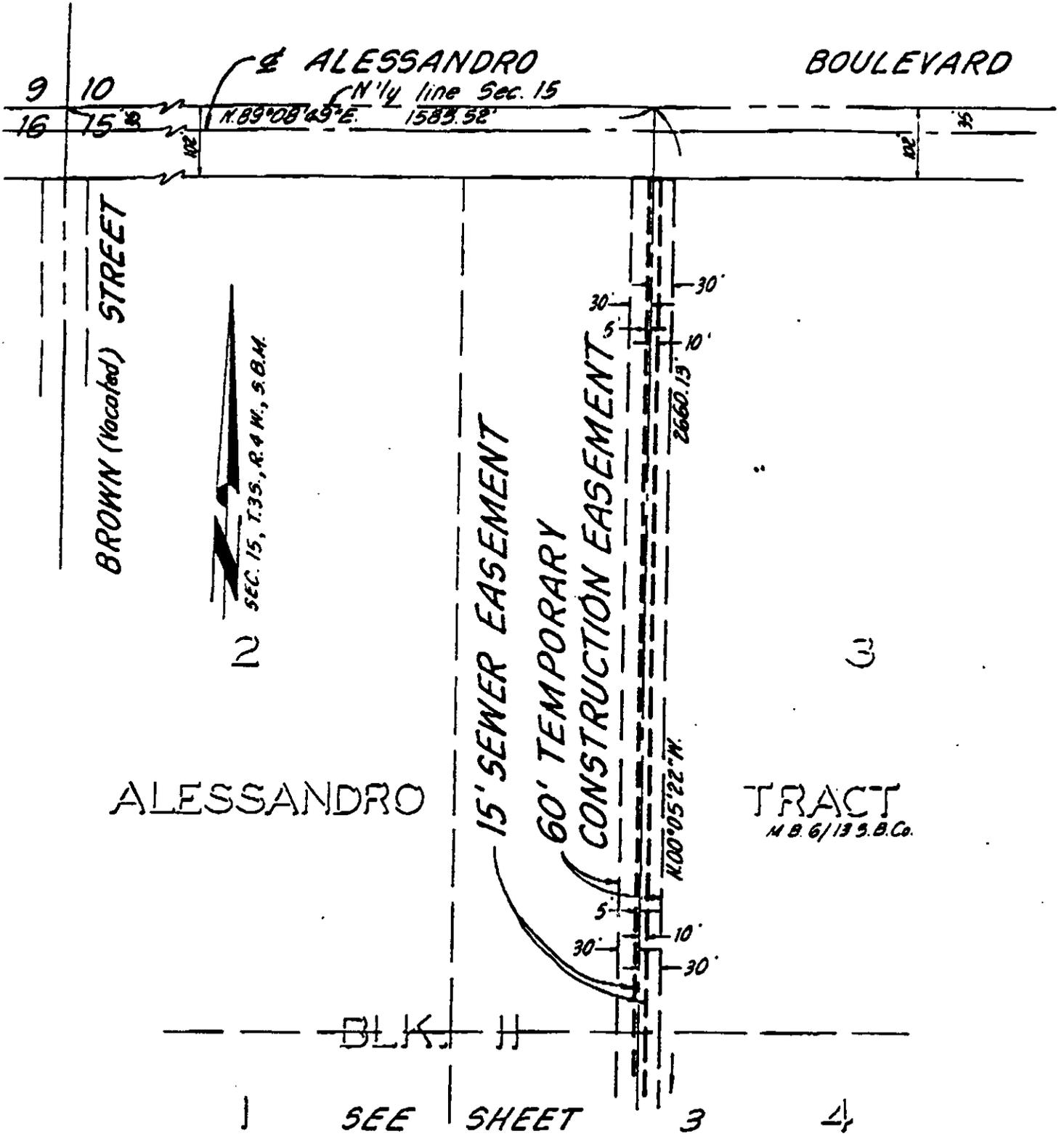
SHEET 3 OF 4

87-9755X(F)

SCALE 1" = 200'

DRAWN BY M.C. DATE 7/29/08

SUBJECT SEWER & CONSTRUCTION EASEMENT - S.I.C.



• 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 4 OF 4

87-9755X(P)

SCALE: 1" = 200'

DRAWN BY M.C. DATE 7 / 29 / 88

SUBJECT SEWER & CONSTRUCTION EASEMENT - S.I.C.

Secretary of the Air Force
Easement No. DACA09-2-90-383
(Formerly DACA09-2-89-25)
March Air Force Base
Riverside County, California
City of Riverside

ADDENDUM NO. 1

THIS ADDENDUM NO. 1, is for the sole purpose of changing the document number from DACA09-2-89-25 to DACA09-2-90-383, so that it may coincide with the fiscal year used by the Federal Government.

Dated this 12 day of April 1990.


VIRGIL D. TAYLOR
Chief, Real Estate Division
U.S. Army Engineer District, L.A.