

E A S E M E N T

Storm Drain Easement Clause

1 THIS INSTRUMENT, made this 1st day of July, 1963,  
2 by and between THE RIVERSIDE SCHOOL DISTRICT, party of the first part, and  
3 the CITY OF RIVERSIDE, a municipal corporation of the State of California,  
4 the party of the second part;

5 WITNESSETH:

6 THAT for a valuable consideration, receipt whereof is hereby acknow-  
7 ledged, said party of the first part does by these presents grant unto the  
8 said party of the second part, its successors and assigns, a perpetual ease-  
9 ment and right of way for the construction, reconstruction, inspection,  
10 maintenance, operation and repair, replacement and removal of a storm drain  
11 together with manholes, cleanouts, wye branches and other necessary appur-  
12 tenances, all hereinafter referred to collectively as "structures", in, under  
13 and along that certain parcel of land situated in the County of Riverside,  
14 State of California, described as follows:

15 A portion of Lot 20 of Victoria Ranch per map on file in  
16 Book 4, page 59 of Maps, Records of Riverside County, California,  
described as follows:

17 A strip of land 20 feet wide lying 10 feet each side of  
the following described center line:

18 Commencing at the intersection of the center line of Central  
19 Avenue and the southerly prolongation of the westerly line of  
said Lot 20 as is shown on said map, said point being also the  
southwest corner of the northwest quarter of Section 36, T28,  
R5W, S.B.B. & M. per U. S. Government Survey thereof;

20 Thence N00°01'00"E, 44.01 feet along said southerly pro-  
21 longation of the westerly line of Lot 20 and along said west-  
erly line of Lot 20 to a point 44.00 feet northerly (measured  
at right angles) of said center line of Central Avenue;

22 Thence N88°58'05"E, 56.65 feet, parallel with said center  
line of Central Avenue to the TRUE point of beginning;

23 Thence N30°34'47"E, 191.49 feet to Point "A";

24 Thence N00°01'00"E, 341.62 feet, parallel with said westerly  
line of Lot 20 to an end in the northerly line of the parcel of land  
described in deed to the Riverside School District recorded in the  
Office of the County Recorder, Riverside County, California,  
25 June 10, 1958, as Instrument No. 41371.

26 The side lines of said strip of land shall be lengthened or  
shortened as required to terminate in said northerly line of the parcel  
27 of land described in deed to the Riverside School District, and south-  
erly in a line parallel with and 44.00 feet northerly (measured at  
28 right angles) of said center line of Central Avenue.

29 TOGETHER WITH a strip of land 20 feet wide lying 10 feet each  
side of the following described center line:

30 Beginning at above described Point "A";

31 Thence S00°01'00"W, 9.79 feet, parallel with said westerly line  
of Lot 20, to the beginning of a tangent curve concave northeasterly,  
having a radius of 125 feet;

32 Thence southerly and easterly 198.64 feet along said curve through

1 a central angle of 91°02'55" to a tangent line bearing N88°58'05"E;  
2 Thence N88°58'05"E, 111.99 feet parallel with said center line  
of Central Avenue to the beginning of a tangent curve concave south-

3 Thence easterly 105.91 feet along last said curve through a  
4 central angle of 20°13'35" to a tangent line bearing S70°48'20"E;  
5 Thence S70°48'20"E, 21.69 feet along last said tangent line  
to an end in a point 44.00 feet northerly (measured at right angles)  
of said center line of Central Avenue.

6 Last said point bearing N88°58'05"E, 461.23 feet parallel with  
said center line of Central Avenue from the true point of beginning  
of the first described 20 foot strip of land.

7 The side lines of last described 20 foot strip of land shall be  
8 lengthened or shortened as required to terminate in a line parallel  
with and 44.00 feet northerly (measured at right angles) of said  
center line of Central Avenue.

9  
10 TOGETHER WITH the right to enter upon and to pass and repass over  
11 and along said strip of land, and to deposit tools, implements, and other  
12 materials thereon by said party of the second part, its officers, agents  
13 and employees, and by persons under contract with it and their employees,  
14 whenever and wherever necessary for the purpose of constructing, recon-  
15 structing, inspecting, maintaining, operating or repairing said structures.

16 WORKING EASEMENT CLAUSE

17 IT IS ALSO AGREED that during the period of construction of said  
18 storm drain structure, contemplated by above written Storm Drain Easement  
19 Clause, the City of Riverside, its officers, employees, agents and con-  
20 tractors are hereby permitted to use the 15 foot strip of land lying con-  
21 tiguous and parallel with each side of the above described 20 foot strips  
22 of land together with certain other areas, all as shown as cross-hatched  
23 portions of a plat marked "Exhibit A" attached hereto and by this reference  
24 made a part hereof, for all purposes proper and convenient in the construc-  
25 tion and installation of said structure; including the rights of ingress  
26 and egress, the temporary deposit of tools, equipment, machinery, vehicles,  
27 materials and supplies used in the performance of said work, and for simi-  
28 lar and related purposes.

29 Ingress to and egress from above described parcels of land across the  
30 lands of the owner are limited to the existing roads and rights of way.

31 Debris and waste material shall not be permitted to accumulate or  
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remain in or along the land during the construction period. Upon completion of construction, the City of Riverside shall remove all debris, waste or excess material, brush, or other matter or material deposited or placed upon the land. Excavations, holes or depressions made or permitted shall be filled or rough graded.

During the construction of said structure, the City of Riverside or its contractors shall exercise ordinary care and diligence in the protection of fruit, ornamental or other trees, existing irrigation and drainage facilities, but shall be held harmless from liability in the event of damage to same.

This Working Easement permit shall terminate upon completion of the work of constructing the storm drain structure.

IN WITNESS WHEREOF the said party of the first part has hereunto executed the within instrument the day and year first above written.

THE RIVERSIDE SCHOOL DISTRICT

(s) By Arthur L. Littleworth

(s) By Bladys T. Babcock

July 12, 63  
3440 372

73781

**BASIS FOR BEARINGS**  
 BASIS FOR BEARINGS IS THE E. OF  
 NOTTINGHAM ROAD (N00°01'00"E)  
 AS SHOWN ON A MAP OF YORKSHIRE  
 HEIGHTS NO. 2, M.B. 32 PAGE 3 & 4  
 RECORDS OF RIVERSIDE COUNTY.



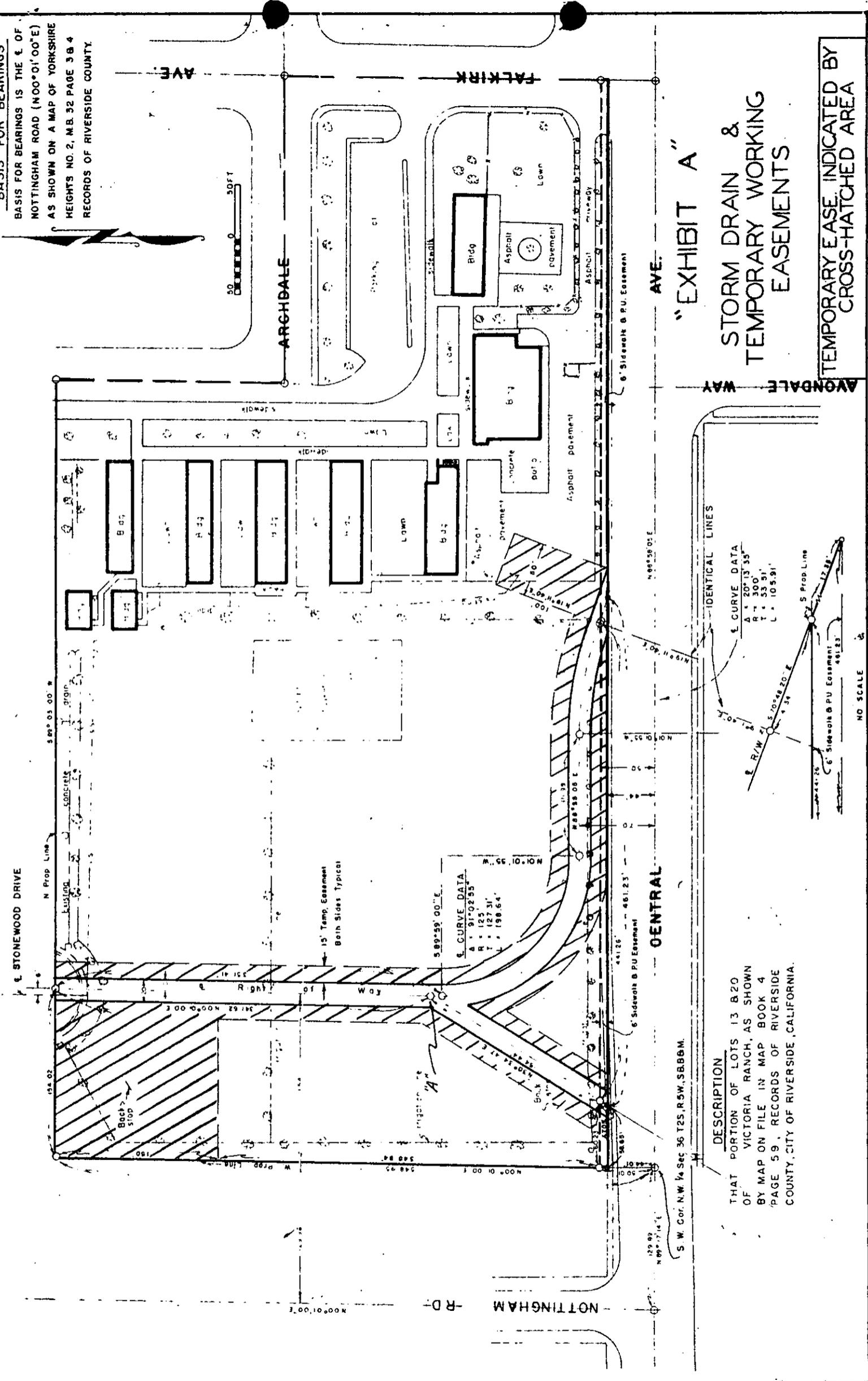
ARCHDALE

AVE.

"EXHIBIT A"

STORM DRAIN &  
 TEMPORARY WORKING  
 EASEMENTS

TEMPORARY EASE INDICATED BY  
 CROSS-HATCHED AREA



E. CURVE DATA  
 A = 91°02'55"  
 R = 125'  
 T = 127.31'  
 L = 198.64'

IDENTICAL LINES

E. CURVE DATA  
 A = 20°13'35"  
 R = 300'  
 T = 53.91'  
 L = 105.91'

**DESCRIPTION**  
 THAT PORTION OF LOTS 13 B20  
 OF VICTORIA RANCH, AS SHOWN  
 BY MAP ON FILE IN MAP BOOK 4  
 PAGE 59, RECORDS OF RIVERSIDE  
 COUNTY, CITY OF RIVERSIDE, CALIFORNIA.

S. W. Cor. N.W. 1/4 Sec 36 T25. R5W. S88M.

NO SCALE