

9605A

APPROVED AS TO FORM

DEPUTY CITY ATTORNEY

EASEMENT AGREEMENT

This instrument, made this 30th day of August, 1968, by and between Petroleum Facilities, Inc., party of the first part, and the City of Riverside, a municipal corporation of the State of California, the party of the second part;

W I T N E S S E T H:

That Petroleum Facilities, Inc. is the successor in interest to Standard Oil Company of California, as Lessee under that certain lease between Standard and Corners Incorporated, a California corporation, Lessor, dated March 1, 1963, an indenture of which was recorded on August 30, 1963, in Book 3476 at pages 551 and 552 of Official Records of Riverside County, California, as amended by unrecorded letter amendments dated August 8, 1963, December 16, 1963 and July 1, 1964, and by letter amendment dated May 26, 1965, an indenture of which was recorded on March 2, 1966 as Document No. 22407 in Official Records of Riverside County, California, said lease and amendments covering that certain real property more particularly described therein.

For a valuable consideration, receipt of which is hereby acknowledged, said party of the first part does by these presents grant unto the said party of the second part, its successors and assigns, a perpetual easement and right of way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement and removal of public utilities facilities, subject to the conditions stated hereinbelow, together with all necessary appurtenances, in, under, upon, over, and along that certain real property situated

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in the County of Riverside, State of California, described as follows:

A strip of land 10.00 feet in width over a portion of parcel 1 of record of survey on file in Book 42, page 22 of Records of Survey, Records of Riverside County, California; the easterly line of said strip being described as follows:

Beginning at a point in the northerly line of said parcel 1, distant South $89^{\circ} 16' 47''$ East 35.76 feet from the northwest corner of said parcel; thence South $0^{\circ} 43' 13''$ West parallel with the easterly line of said parcel, a distance of 119.00 feet to the southerly line of said parcel and the end of this land description.

Together with the right to clear and keep clear said easement and right of way from any structures or trees, to enter upon and to pass and repass over and along said real property, and to deposit tools, implements and other material thereon by said party of the second part, its officers, agents and employees and by persons under contract with it and their officers, agents and employees, whenever and wherever necessary for the purpose of constructing, reconstructing, maintaining, operating, inspecting, repairing, replacing, and removing said public utilities facilities.

Provided, however, that in accepting this grant of easement the party of the second part hereby agrees, and the grant of this easement is hereby conditioned upon such agreement, to indemnify, defend and hold Petroleum Facilities, Inc., and Standard Oil Company of California, and each of them, and the successors, assigns, sublessees and agents, and each of them, harmless against all expense, liability and claims for damage to any property whatsoever, or injury to or death of any person whomsoever, arising from any cause whatsoever in connection with the use by said party of the second part of the easement premises. Said party of the second part further agrees that

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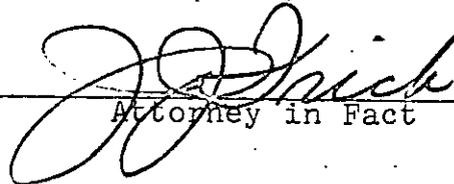
in the event any excavation of the easement premises occurs in connection with such use, said party of the second part will, at its sole expense, restore the surface of the easement premises to the same condition as existed at the commencement of said excavation upon completion of all necessary work for which said excavation was incurred. The party of the first part reserves the right to use and enjoy the land over which said easement and right of way is granted for any purpose and in any manner which does not interfere with or impair the right of the party of the second part to the use of the easement and right of way.

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

PETROLEUM FACILITIES, INC.

By: STANDARD OIL COMPANY OF CALIFORNIA,
Its Attorney in Fact

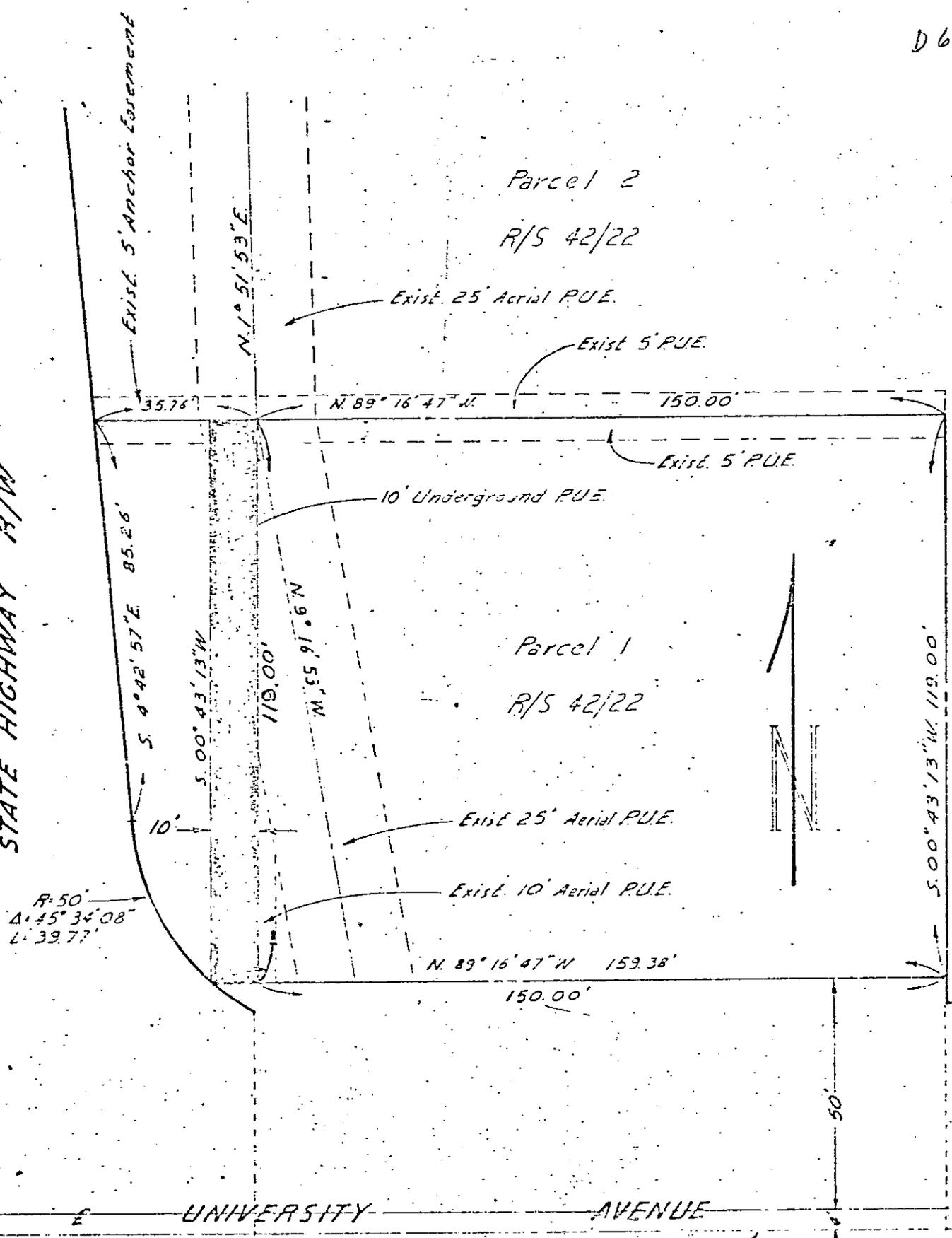
By:


Attorney in Fact

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STATE HIGHWAY R/W



UNIVERSITY AVENUE

S 1/4 Line Sec. 19

[Signature]

FUND	DEPT	ACCT
60	651	603

CITY OF RIVERSIDE, CALIFORNIA

JOB NO	DATE
0754	6850

PLAT OF PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT

12/19

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 thereof.

SCALE	DRAWN	DATE	CHECKED	APPROVED	SUBJECT	PLAT
1"=20'	D.R.	10-12-68	CH		PUBLIC UTILITIES EASEMENT	9-0754

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RECEIVED FOR RECORD
OCT 4 1968

Mr. Paul H. Ottobach P M
At Request of
City of Riverside
Recorder in Official Records
of Riverside County, California

W. H. D. D. D.
Recorder
FEE \$ *None*

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