

Van Buren

Van Buren St.

612

DEED

THIS INDENTURE, made and entered into the 30th day of December, 1940, by and between JANET FLEMING and ERROL FLEMING, parties of the first part, and CITY OF RIVERSIDE, A Municipal corporation, party of the second party;

WITNESSETH: That for a valuable consideration, the parties of the first part do hereby grant, bargain, sell and convey to the party of the second part, for road purposes, all that certain real property situate in the City of Riverside, County of Riverside, State of California, more particularly described as follows:

A portion of Lot 18, Van Buren Heights, as shown by map on file in Map Book No. 8, page 3, records of Riverside County, California, more particularly described as:

A parcel of land of the width of 80 feet lying 40 feet on each side of the following described center line: Beginning at a point on the center line of Van Buren Street, distant South $34^{\circ} 0'$ East, 1529.01 feet from the center line of Dufferin Avenue, said point being the beginning of a curve tangent to the last course, concave to the Northeast and having a radius of 500 feet; thence Southeasterly along said curve through an arc of $46^{\circ} 0'$, a distance of 401.43 feet; thence South $80^{\circ} 0'$ East, a distance of 111.25 feet to the beginning of a curve, tangent to the last course, concave to the South and having a radius of 500 feet; thence Southeasterly along said curve, through an arc of $21^{\circ} 51'$, a distance of 190.68 feet; thence South $58^{\circ} 09'$ East, a distance of 341.64 feet to the beginning of a curve, tangent to the last course, concave to the North and having a radius of 500 feet; thence Easterly along said curve through an arc $53^{\circ} 30'$, a distance of 466.88 feet; thence North $68^{\circ} 21'$ East, a distance of 21.45 feet to the beginning of a curve, tangent to the last course, concave to the South and having a radius of 500 feet; thence Southeasterly along said curve through an arc $70^{\circ} 50'$ and a distance of 618.14 feet; thence South $40^{\circ} 49'$ East, a distance of 505.95 feet to the beginning of a curve, tangent to the last course, concave to the North and having a radius of 1000 feet; thence Southeasterly along said curve through an arc of $7^{\circ} 0'$, a distance of 122.17 feet;

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thence South 47° 49' East, a distance of 2095.14 feet to the beginning of a curve tangent to the last course concave to the North and having a radius of 500 feet; thence Southeasterly along said curve through an arc of 37° 15', a distance of 325.07 feet; thence South 85° 4' East, a distance of 4.59 feet to the beginning of a curve tangent to the last course concave to the South and having a radius of 500 feet; thence Southeasterly along said curve through an arc of 47° 59' 11", a distance of 418.76 feet, Southerly City Limits, as shown on the map attached hereto and made a part of this deed.

It is understood that the grantors own a portion only of the above described property and this deed is intended to convey only that portion thereof now owned by the grantors.

This deed is made upon the express conditions, intended to be each condition subsequent:

(1) That said lands shall be used for road purposes, and shall be kept and maintained for road purposes, and in the event that they shall cease to be so used, or cease to be so kept, or cease to be so maintained for road purposes, the same shall revert to the grantors, their heirs, executors or assigns.

(2) That the existing private water pipe lines crossing said lands shall be protected from damage, or shall, if necessary, be replaced in a usable condition, by the grantee under any road maintained on said lands, or any part thereof; such existing or replaced water pipe lines shall be protected by grantee from any and all damage arising from use or occupancy of said lands as a road, and in the event of any damage thereto arising from the use or occupation of said lands as a road, shall be repaired by grantee upon demand, within a reasonable time thereafter. In the event of a violation of any of the provisions hereof with respect to said existing or replaced private water pipe, by the grantee, its successors, or assigns, said lands shall revert to the grantors, their heirs, executors or assigns.

(3) That grantee shall install and maintain adequate storm drainage under any roadway located on said lands, and all storm drainage facilities installed under said lands shall be adequately maintained and cared for, and in the event that adequate storm drainage shall not be provided or shall not be maintained as hereinbefore provided, said lands shall revert to the grantors, their heirs, successors or assigns.

(4) The grantee shall from time to time on demand of the grantors, and at its own sole cost and expense, release or abandon all interest, in existing roadways, (located on the larger parcel of which the demised premises are a part), or portions of such existing roadways, paralleling the roadway hereby granted, or which are rendered useless, or needless, or unnecessary, by the creation of the roadway hereby granted, and in the event that grantee shall on demand fail or refuse for sixty (60) days to release or abandon such existing roadways or portions of roadways, under the circumstances hereinbefore set forth, the said lands hereby demised shall revert to the grantors, their heirs, successors or assigns. In construing this paragraph or any matters governed by it, a liberal construction shall be followed to effect the objects and puposes hereof and not a strict construction in favor of the grantee.

(5) It is agreed that the construction or improvement of the premises hereby demised as a roadway all surplus earth arising from cuts, not employed in making or completing fills, shall be placed on the larger parcel of which the demised premises are a part and if so placed shall be placed in such manner as to hold and save harmless the said grantors from the expense of spreading the same so as to make such surplus earth conform to the contours

of the lands upon which the same is placed.

Nov. 1957 as amended. Later quit-claim deeds.

(6) The grantee agrees that no special assessments shall be levied against or upon the larger tract belonging to the grantors of which the demised premises are a part for the purpose of improving the said demised premises, and in the event of any violation of this covenant the said demised premises shall revert to the grantors, their heirs, executors or assigns.

Said grantors expressly reserve herefrom the right to use such portions of the demised premises, as shall at any time be not used for road purposes, in such manner as shall not interfere with the portion thereof used for road purposes. Grantors particularly reserve the right to connect public or private roadways with said demised premises and any roadway established thereon.

Grantors also expressly reserve herefrom all oil, gas, water and mineral rights in and to said demised premises, with the right to extract any of said substance therefrom, so long as the process of extraction shall not injure or interfere with the use of said demised premises as a roadway.

Grantors also expressly reserve an easement over said premises for all existing private water pipes or lines thereunder, and for all private water pipes or lines replaced thereunder pursuant to the conditions hereof.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands the day and year first above written.

JANET FLEMING

ALEXANDER FLEMING

Alexander P. Fleming, Witness to

ERROL FLEMING

Signature of Janet Fleming

Van Buren St.

Fleming

Gage Canal

