

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

ON MARCH AIR FORCE BASE
RIVERSIDE COUNTY, CALIFORNIA

13013

No. DACA09-2-91-13

RECEIVED FOR RECORD
AT 2:00 O'CLOCK P.M.

APR 19 1991

Recorded in Official Records
of Riverside County, California

William J. Pomeroy
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, with its principal office located at 3900 Main Street, City Hall, Riverside, California 92522, hereinafter designated as the Grantee, for a period not exceeding twenty-five (25) years from the date hereof, an easement for a right-of-way, for the construction, operation and maintenance of drainage improvements in connection with the widening of Van Buren Boulevard at the proposed Orange Terrace Parkway intersection at March Air Force Base, California, over, across, in and upon land of the United States at the location shown on Exhibit "B," attached hereto and made a part hereof, and more particularly described as follows:

UNIT "O-2": Consisting of 0.13 of an acre, more or less, described in legal description marked 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 an administrative fee in the amount of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), payable in advance. Payment shall be made 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, said officer being the Commander, March Air Force Base, California.

Please record for the benefit of the City of
Riverside
Real Property Services Manager

Gov't Code 6103
240826
128997

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.

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 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, due to the presence of the Stephen's Kangaroo Rat (an endangered species), a biologist must be on site during the time of construction of the drain, to ensure that the thin strip of habitat, in which these animals exist, will not be disturbed by construction activities. Additionally, construction activities should only be conducted during daylight to avoid disturbance of these nocturnal animals.

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 25 day of March 1990. *mt*

Virgil D. Taylor
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 31st day of January 1991.

CITY OF RIVERSIDE

BY: *Terry Frenzel*
TITLE: Mayor

APPROVED AS TO FORM
Kathleen M. Gonyea
ASSISTANT ATTORNEY

STATE OF CALIFORNIA)
) SS
 COUNTY OF LOS ANGELES)

On this 8th day of July 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Virgil D. Taylor, known to me or proved to me, on the basis of satisfactory evidence, to be the Chief, Real Estate Division, U.S. Army Engineer District, Los Angeles, authorized to execute the within instrument for and on behalf of the United States Government.

WITNESS my hand and official seal.



Tyrone T. Miller
 Tyrone T. Miller
 Notary Public
 State of California
 County of Los Angeles

My commission will expire: May 11, 1993

240826
128997

DATE: 2 October 1990
UNIT: "0-2"
ADREAGE: 0.13 ±
IN FAVOR OF: City of Riverside
PROJECT: March Air Force Base
LOCATION: Riverside (Riverside County), CA
CESPLRE-PC FILE: 281-K-59

OUTGRANT TO CITY OF RIVERSIDE
FOR STORM DRAIN PURPOSES

THAT PORTION of Lot 2 in Block 72, also a portion of Iris Street (vacated) of the Alessandro Tract, as shown on map filed in Book 6 of Maps, Page 13, of Records of San Bernardino County, California, described as follows:

BEGINNING at the most easterly corner of Lot "3" of Tract 22551, as shown on map filed in Book 187 of Maps, Pages 62-66 of Records of said county, said corner being a point in the centerline of Iris Street (vacated), being also the northerly line of Section 28, Township 3 South, Range 4 West of the San Bernardino Base & Meridian;

THENCE easterly along said section line, North 89d 34' 43" East, 207.35 feet;

THENCE, at right angles to last said course, South 0d 25' 17" East, 53.99 feet, more or less, to intersect a non-tangent curve, concave southwesterly, concentric with and 74.00 feet northeasterly, measured radially, from the centerline of Van Buren Boulevard, as shown on Riverside County Right-of-Way Map no. 798WW, a radial to said intersection bearing North 16d 10' 15" East;

THENCE northwesterly along said concentric line on said non-tangent curve through a central angle of 3d 59' 40", an arc distance of 214.31 feet, more or less, to the POINT OF BEGINNING, and containing 0.13 of an acre of land, more or less.

////////////////////END OF DESCRIPTION////////////////////////////////////

SCRIVENER Richard W. Nagle CHECKED A. Moore
2 OCT 90

DESCRIPTION APPROVAL
George P. Hutchinson 1, 28 91
SURVEYOR, CITY OF RIVERSIDE

EXHIBIT A
File 281-K-59

A L E S S A N D R O B L K 3 8



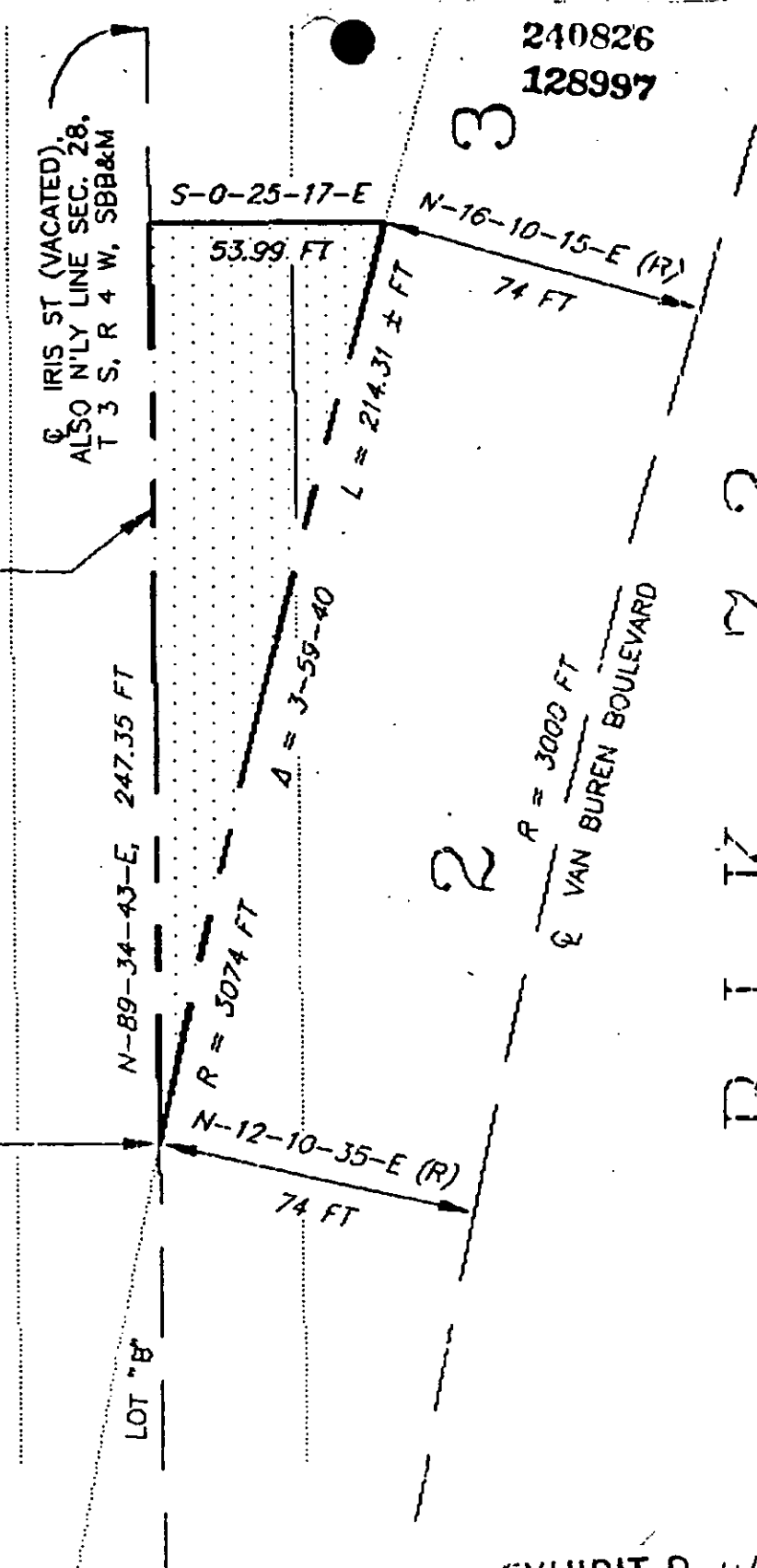
SECTION 28,
T 3 S, R 4 W,
SBB&M

MOST E'LY CORNER LOT "B",
TRACT 22551,
MB 187 / 62-66

UNIT
"0-2"

1

4

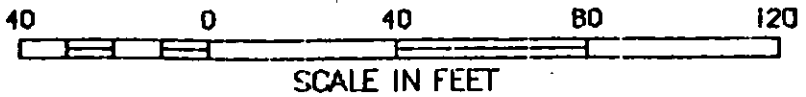


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EXHIBIT B 11/34
11/39

THIS SKETCH IS SOLELY AN AID FOR LOCATING THE PARCEL DESCRIBED IN ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION CONTAINED THEREIN.

SKETCH BASED ON MAP BY CITY OF RIVERSIDE, BY M.D.M., DATED 3/18/88 NO. 87-10058(P), SUBJECT: M.A.F.B. DRAIN. EASE. & TEMP. CONST. EASE.



DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, LOS ANGELES
SOUTH PACIFIC DIVISION
March Air Force Base
Riverside (Riverside Co.), California
UNIT "0-2"
OUTGRANT TO CITY OF RIVERSIDE
FOR STORM DRAIN PURPOSES
2 OCT 90 13013 DWG 201-K-59

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