

104800

When recorded mail to:
City Clerk's Office
City of Riverside
City Hall
3711 Orange St.
Riverside, Calif. 92501

Storm Drain & Sewer Easement
Fire Station No. 2

DOCUMENTARY TRANSFER TAX
\$ None
Signature [Signature]
CITY OF RIVERSIDE

Microfilm recording from 4-55. Book and page no longer assigned. Identify by account number and year of filing.

RECEIVED FOR RECORD

OCT 16 1970

5:53 Min. Past 2 o'clock P M
At Request of
CITY CLERK

Recorded in Official Records
of Riverside County, California

[Signature]

Recorder
FEE \$

7213

FOR RECORDER'S OFFICE USE ONLY

APPROVED AS TO FORM

[Signature]

ASST. CITY ATTORNEY

STORM DRAIN AND SEWER EASEMENT

CITY DEED NO. _____

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, _____

PHILLIPS PETROLEUM COMPANY, a Delaware corporation

as Grantor, grant(s) to the CITY OF RIVERSIDE, a municipal corporation of the State of California, as Grantee, its successors and assigns, a perpetual easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of sanitary sewer and storm drain facilities

together with all necessary appurtenances, in, under, upon, over and along that certain real property situated in the County of Riverside, State of California, described as follows:

All that portion of Lot 2 in Block 25 of the VILLAGE OF ARLINGTON as shown by map on file in Book 1, Page 62 of Maps, Records of San Bernardino County, California described as follows:

The northwesterly 10.00 feet of Parcel 1 of Record of Survey on file in Book 54, Page 86 of Records of Survey, Records of Riverside County, California; said 10.00 feet being measured at right angles to the northwesterly line of said Parcel 1. [Signature]

DESCRIPTION APPROVAL

by [Signature] 5/12/79 by [Signature]
Surveyor

It is hereby further understood and agreed that the storm drain and sewer lines will be underground installations and shall be located within the Northwesterly five (5) feet of the ten (10) foot easement herein described.

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This Easement is granted by Phillips Petroleum Company (hereinafter, "Grantor") to the City of Riverside (hereinafter, "Grantee") subject to the terms and provisions set forth in Exhibit "A" attached hereto and incorporated by reference herein. Said terms and provisions, and each of them, shall be deemed to constitute conditions as well as covenants, and any breach of any such condition by Grantee shall, at the option of Grantor, terminate this Easement and all of Grantee's rights thereunder; but no such termination shall relieve Grantee from any of its obligations to Grantor incurred in connection with said Easement prior to the date of said termination.

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 Grantee, its officers, agents and employees and by persons under contract with said Grantee and their officers, agents and employees, whenever and wherever necessary for the purpose of constructing, reconstructing, maintaining, operating, inspecting, repairing, replacing, relocating, renewing and removing said sanitary sewer and storm drain facilities

Provided, however, that the Grantor 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 Grantee to use said easement and right-of-way.

Dated _____

PHILLIPS PETROLEUM COMPANY,
a Delaware corporation

By [Signature]
Vice President

By [Signature]
Assistant Secretary

CONSENT TO RECORDATION

THIS IS TO CERTIFY that the interest in real property conveyed by the Deed or Grant dated _____ from John Getgood, V.P. & Joe W. Zeman, Asst. Sec. of the Phillips Petroleum Co., a Delaware Corp. for All that por. Lot 2, Blk 25, Village of Arl. Map on file in Book 1, page 62 of maps, Rec. of San Ber. Co.

to the City of Riverside, a Municipal Corporation, is hereby accepted for and on behalf of said City pursuant to Resolution of the City Council thereof recorded on 12-29-66 by Instr. No. 123460, Riverside County Records, and the Grantee hereby consents to recordation of this instrument through the undersigned.

Dated 10/16/70

[Signature]
Property Services Manager

CONSENT TO GRANT OF EASEMENT

The undersigned, lessee of the premises of which the aforescribed Easement area is a part, does hereby consent to the foregoing Grant of Easement.

[Signature] 7213

STATE OF OKLAHOMA)
)
COUNTY OF WASHINGTON)

On this 18th day of September, 1970, before me, a Notary Public within and for said county and state, personally appeared John Getgood and Joe W. Zeman to me personally known, who, being each by me duly sworn, did say that they are respectively the Vice-President and Assistant Secretary of Phillips Petroleum Company, the corporation named in the foregoing instrument, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said John Getgood and Joe W. Zeman acknowledged said instrument to be the free act and deed of said corporation.

My commission expires: Sept. 3, 1973

John Getgood
Notary Public, Washington County, Oklahoma

VILLAGE OF ARLINGTON

LOT 2 BLK 25

MB 1/62 SB Co.

104800

10' SEWER & DRAINAGE
BASEMENT

10'
PARCEL 1

30'
PARCEL 2

54'

R S

PARCEL 3

VAN
BUREN

44'
BLVD

40'
ANDREW
ST



CITY OF RIVERSIDE, CALIFORNIA

PLAT OF PARCEL(S) DESCRIBED
IN THE ATTACHED DOCUMENT

526

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

SCALE: 1" = 40'

DRAWN 5-8-70 BY JJJ

SUBJECT Fire Station No. 2

OF 1 SHEET

7213

EXHIBIT "A"

In consideration of this Grant of Easement, Grantee agrees:

(1) To at all times construct, install, place and maintain the drainage structures and improvements to be installed within the aforescribed Easement area at sufficient depth so as not to interfere in any manner with ingress to or egress from the adjoining premises (said adjoining premises and the aforescribed Easement area being together hereinafter referred to as "the said premises"), or with the use by Grantor, its successors and assigns, of the said premises, including the surface thereof, for any purpose, including, without limitation, the right to construct and maintain thereon and remove therefrom any structures, improvements, and fixtures;

(2) To promptly and properly back-fill all excavations made by or for Grantee on the said premises and to replace any sidewalks or other paving removed by or for Grantee in connection with this Easement;

(3) Not to injure or interfere with any person or property on or about the said premises;

(4) To indemnify and hold Grantor harmless from and against any and all claims, liabilities, and causes of action, of, to or by third persons, including, but not by way of limitation, Grantee, its contractors or subcontractors, or the agents or employees of any of them, for injury to or death of any person and for damage to or destruction of any property, arising directly or indirectly out of Grantee's (or its contractors' or subcontractors') individual or joint occupation, use, or possession of the said premises, or anything located thereunder or thereon, or any means of ingress thereto or egress therefrom;

(5) That Grantee's employees, agents, contractors or subcontractors, or their employees, while on the said premises, shall at all times be subject to and shall obey such safety or other regulations as Grantor may prescribe from time to time.

The terms, covenants and conditions of this Grant of Easement shall inure to the benefit of Grantor, its successors, assigns, and lessees.

It is understood and agreed that this Grant of Easement is made subject to all valid and existing licenses, leases, grants, covenants, exceptions, and reservations affecting the said premises.

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