



Appendix H
Deed of Easement

Recording Requested By and
When Recorded Mail To:

March Joint Powers Authority
Attn: Executive Director
14205 Meridian Parkway, Ste. 140
Riverside, CA 92518

2017-0006005

01/05/2017 01:21 PM Fee: \$ 0.00

Page 1 of 13

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



580

DTT: 0
APN: 294120006

Space above this line for Recorder's use only
Fee Exempt Govt. Code § 27383

DEED OF EASEMENT

The U.S. Department of Veterans Affairs, acting for and in behalf of the United States of America, hereby grants and conveys to March Joint Powers Authority an easement and right of way for the Riverside National Cemetery. The easement is granted for sanitary and storm sewer line work.

DEED OF EASEMENT

Riverside, Ca

The U.S. Department of Veterans Affairs (hereinafter referred to as "**VA**"), acting for and in behalf of the United States of America (hereinafter referred to as the "**Government**"), under and by virtue of the authority contained in 40 United States Code 1314 (116 Stat. 1139), having determined that it will not be adverse to the interests of the United States, does hereby grant and convey, for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, without covenant or warranty of any kind and subject to the conditions hereinafter stated, unto March Joint Powers Authority (hereinafter referred to as the "**Grantee**"), its successors and assigns, an easement and right of way for the Riverside National Cemetery (hereinafter referred to as "**Said Facilities**") to be on, over, under, across or through a portion of the Riverside National Cemetery, which the undersigned owns in the City of Riverside, State of California, all as depicted and described on **Exhibit(s) A** attached hereto and made a part hereof (collectively with Said Facilities, the "**Easement**"). The easement is granted for sanitary and storm sewer line work.

The Easement is granted subject to the following conditions and provisions:

1. The term of this Deed of Easement shall be from 8/1/2016 to 7/31/2066, commencing on 8/1/2016.
2. That the Government reserves unto itself rights for all purposes across, over, or under the Easement; such rights, however, to be exercised in a manner that will not create undue interference with the use and enjoyment by the Grantee of said Easement; provided, that any construction by the Government in connection with the rights so reserved shall be at the expense of the Government.
3. That Grantee agrees to use its best efforts to ensure and take all actions as necessary to ensure that its use of the Easement will not adversely affect the Government's quiet use and enjoyment of the Easement area and the surrounding property of the Government. Grantee further agrees that Said Facilities shall be maintained, reconstructed, repaired, and replaced by the Grantee within the Easement without cost to the Government, under the general supervision and subject to the approval of the Government official having immediate jurisdiction over the property. The Grantee shall replace, repair, restore, or relocate any property of the Government affected or damaged directly or indirectly by the construction, reconstruction, installation, operation, maintenance, and replacement of Said Facilities all to the satisfaction of the Government official having immediate jurisdiction over the property.
4. No mining operations shall be conducted on the Easement or the surrounding property of the Government. No minerals shall be removed therefrom, except such as are reasonably necessary incident to the utilization of the described premises for the purpose for which the Easement is granted.

5. That the Grantee will indemnify and save the Government harmless from any liability or responsibility of any nature whatsoever arising directly or indirectly from the privileges herein granted.

6. That all right, title, interest, and estate hereby granted shall cease and terminate effective as of the date of written notice from the Government to the Grantee, its successors or assigns, that there has been, (a) a failure to comply with the terms and conditions of this Deed of Easement, (b) a nonuse of the Easement for a consecutive two (2)-year period for the purpose for which the Easement was granted, or (c) an abandonment of the Easement.

7. That upon termination or forfeiture of the Easement, the Grantee shall within a reasonable time thereafter, if so requested by the Government, remove from the land, hereinafter described, all structures, installations, and appurtenances thereto belonging to Grantee and restore the premises to the satisfaction of the Government.

8. That no advertisements, commercial, political or otherwise, will be placed or allowed on the property.

9. The Grantee shall comply with applicable Federal or State law and shall comply with State standards for public health and safety, environmental protection, and siting, construction, operation, and maintenance of or for Said Facilities and rights-of-ways for similar purposes, if those standards are more stringent than applicable Federal standards.

10. The Grantee does, by the acceptance of this instrument, covenant and agree for itself, its assigns, and its successors in interest in property herein conveyed, or any part thereof:

(a) That it is now complying and will continue to comply with Title VI of the Civil Rights Act of 1964 and all the requirements imposed by or pursuant to the regulations of the Department of Veterans Affairs issued pursuant to that Title, and that the Easement and its appurtenant areas and facilities, whether or not on the property involved, will be operated in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Veterans Affairs and in effect on the date of this instrument, all to the end that no person in the United States shall on the ground of race, color, religion or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activities provided thereon; and,

(b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also to lessees and sub-lessees and licensees doing business or extending services under contractual or other arrangements on the interest in property herein conveyed.

[Signatures appear on the following page.]

IN WITNESS WHEREOF the Department of Veterans Affairs has caused this Deed of Easement to be executed in its name and on its behalf this 25 Day of July, 2016.

UNITED STATES OF AMERICA,
Acting by and through the Secretary,
Department of Veterans Affairs

By Jessica Kaplan
Jessica Kaplan
Director, Real Property Service

CITY OF WASHINGTON
DISTRICT OF COLUMBIA

ON THIS 25 day of July, 2016, before me a Notary Public in and for said District of Columbia, personally appeared to me Jessica Kaplan, well known and known by me to be Director, Real Property Service, whose name is subscribed to the within instrument and acknowledged that he executed the same as a voluntary act and deed of the United States of America, within the scope of his lawful authority.



Elizabeth Maria Gray
Notary Public
District of Columbia

My commission expires:

February 28, 2021



PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Lynnett Maria Gray

Commission #: _____

Place of Execution: Washington, District of Columbia

Date Commission Expires: February 28, 2021

Date: January 5, 2017

Signature: *Cindy Camargo*

Print Name: Cindy Camargo

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A STRIP OF LAND 40.00 FEET WIDE LYING WITHIN THOSE PORTIONS OF LOTS 15 AND 19 OF THE RE-SUBDIVISION OF ALESSANDRO TRACT, AS PER MAP ON FILE IN BOOK 18 OF MAPS PAGES 16 AND 17, IN THE RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH THOSE PORTIONS OF LOTS 1, 2 AND 4 IN BLOCK 108 AND LOT 3 IN BLOCK 113 OF THE ALESSANDRO TRACT, AS PER MAP ON FILE IN BOOK 6 PAGE 13, IN THE RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER WITH THOSE PORTIONS OF KRAMERIA AVENUE AND MARIPOSA AVENUE, NOW VACATED, LOCATED IN SECTIONS 26 AND 35 OF TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, THE CENTERLINE OF SAID STRIP MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT THE INTERSECTION OF VAN BUREN BOULEVARD AS SHOWN PER CALIFORNIA DEPARTMENT OF TRANSPORTATION MONUMENTATION MAP NO. 443512-4 ON FILE WITH THE COUNTY OF RIVERSIDE AS MAP NO. 205-049 WITH THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO ATCHISON, TOPEKA AND SANTA FE RAILWAY (FORMERLY CALIFORNIA SOUTHERN RAILROAD COMPANY) BY DEED RECORDED JANUARY 23, 1888, IN BOOK 69, PAGE 91 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, ACQUIRED BY THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION, DESCRIBED AS EXHIBIT A-3 IN INSTRUMENT NO. 116809, RECORDED MARCH 30, 1993 IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE, COUNTY, CALIFORNIA.

THENCE ALONG SAID CENTERLINE OF VAN BUREN BOULEVARD SOUTH 89°46'06" WEST A DISTANCE OF 137.61 FEET;

THENCE LEAVING SAID CENTERLINE SOUTH 19°22'37" EAST A DISTANCE OF 123.55 FEET TO THE SOUTHWESTERLY LINE OF PARCEL NO. 21641-1 PER AN UNRECORDED EASEMENT DEED FOR VAN BUREN BOULEVARD RIGHT-OF-WAY GRANTED TO THE COUNTY OF RIVERSIDE, BEING ALSO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING THE POINT OF BEGINNING SOUTH 19°22'37" EAST A DISTANCE OF 14.42 FEET;
THENCE SOUTH 50°19'25" EAST A DISTANCE OF 107.36 FEET; THENCE SOUTH 36°00'00" EAST A DISTANCE OF 261.44 FEET TO THE **POINT OF TERMINUS**, HEREINAFTER REFERRED TO AS POINT 'A', SAID POINT BEING ON THE WESTERLY LINE OF SAID LAND CONVEYED TO ATCHISON, TOPEKA AND SANTA FE RAILWAY.

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)

THE SIDELINES OF SAID STRIP ARE TO BE LENGTHENED OR SHORTENED AS NECESSARY SO AS TO BEGIN IN THE SOUTHERLY LINE OF SAID PARCEL NO. 21641-1 AND TERMINATE IN THE WESTERLY LINE OF SAID LAND CONVEYED TO ATCHISON, TOPEKA AND SANTA FE RAILWAY.

CONTAINING 15,319 SQUARE FEET OR 0.35 ACRES, MORE OR LESS

PARCEL B

COMMENCING AT THE AFOREMENTIONED POINT 'A', THENCE CONTINUING SOUTH 36°00'00" EAST A DISTANCE OF 139.85 FEET TO A LINE LYING PARALLEL WITH AND 40.00 FEET NORTHEASTERLY OF SAID WESTERLY LINE OF SAID LAND CONVEYED TO ATCHISON, TOPEKA AND SANTA FE RAILWAY;
THENCE ALONG SAID PARALLEL LINE SOUTH 19°22'37" EAST A DISTANCE OF 434.84 FEET;
THENCE SOUTH 29°52'50" EAST A DISTANCE OF 48.32 FEET TO A POINT ON THE GENERALLY WESTERLY LINE OF SAID LAND CONVEYED TO ATCHISON, TOPEKA AND SANTA FE RAILWAY, BEING ALSO THE **TRUE POINT OF BEGINNING**;
THENCE SOUTH 29°52'50" EAST A DISTANCE OF 33.65 FEET TO A LINE LYING PARALLEL WITH AND 45.00 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF SAID LAND CONVEYED TO ATCHISON, TOPEKA AND SANTA FE RAILWAY;
THENCE ALONG LAST SAID PARALLEL LINE SOUTH 19°22'45" EAST A DISTANCE OF 1476.00 FEET;
THENCE SOUTH 32°44'40" EAST A DISTANCE OF 108.15 FEET TO A LINE LYING PARALLEL WITH AND 20.00 FEET SOUTHWESTERLY OF THE WESTERLY LINE OF SAID LAND CONVEYED TO ATCHISON, TOPEKA AND SANTA FE RAILWAY;
THENCE ALONG LAST SAID PARALLEL LINE SOUTH 19°22'45" EAST A DISTANCE OF 3741.42 FEET TO THE NORTHWESTERLY LINE OF PARCEL 10 AS SHOWN PER THAT CERTAIN MAP FILED IN BOOK 110 AT PAGES 30 THROUGH 40, INCLUSIVE, RECORDS OF SAID RIVERSIDE COUNTY, AND THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID STRIP ARE TO BE LENGTHENED OR SHORTENED AS NECESSARY SO AS TO BEGIN IN THE WESTERLY LINE OF SAID LAND CONVEYED TO ATCHISON, TOPEKA AND SANTA FE RAILWAY AND TERMINATE IN THE NORTHWESTERLY LINE OF SAID PARCEL 10.

CONTAINING 188,404 SQUARE FEET OR 4.15 ACRES, MORE OR LESS.

EXHIBIT "A"
LEGAL DESCRIPTION (CONTINUED)

PARCEL C

THOSE PORTIONS OF SAID LOTS 15 AND 19 LYING NORTHEASTERLY OF THE NORTHEASTERLY SIDELINE OF THE HEREINABOVE DESCRIBED PARCEL B AND LYING SOUTHERLY AND SOUTHWESTERLY OF THE WESTERLY LINE OF SAID LAND CONVEYED TO ATCHISON, TOPEKA AND SANTA FE RAILWAY.

CONTAINING 39,121 SQUARE FEET, OR 0.90 ACRES, MORE OR LESS.



12/1/2015

MICHAEL JAMES KNAPTON

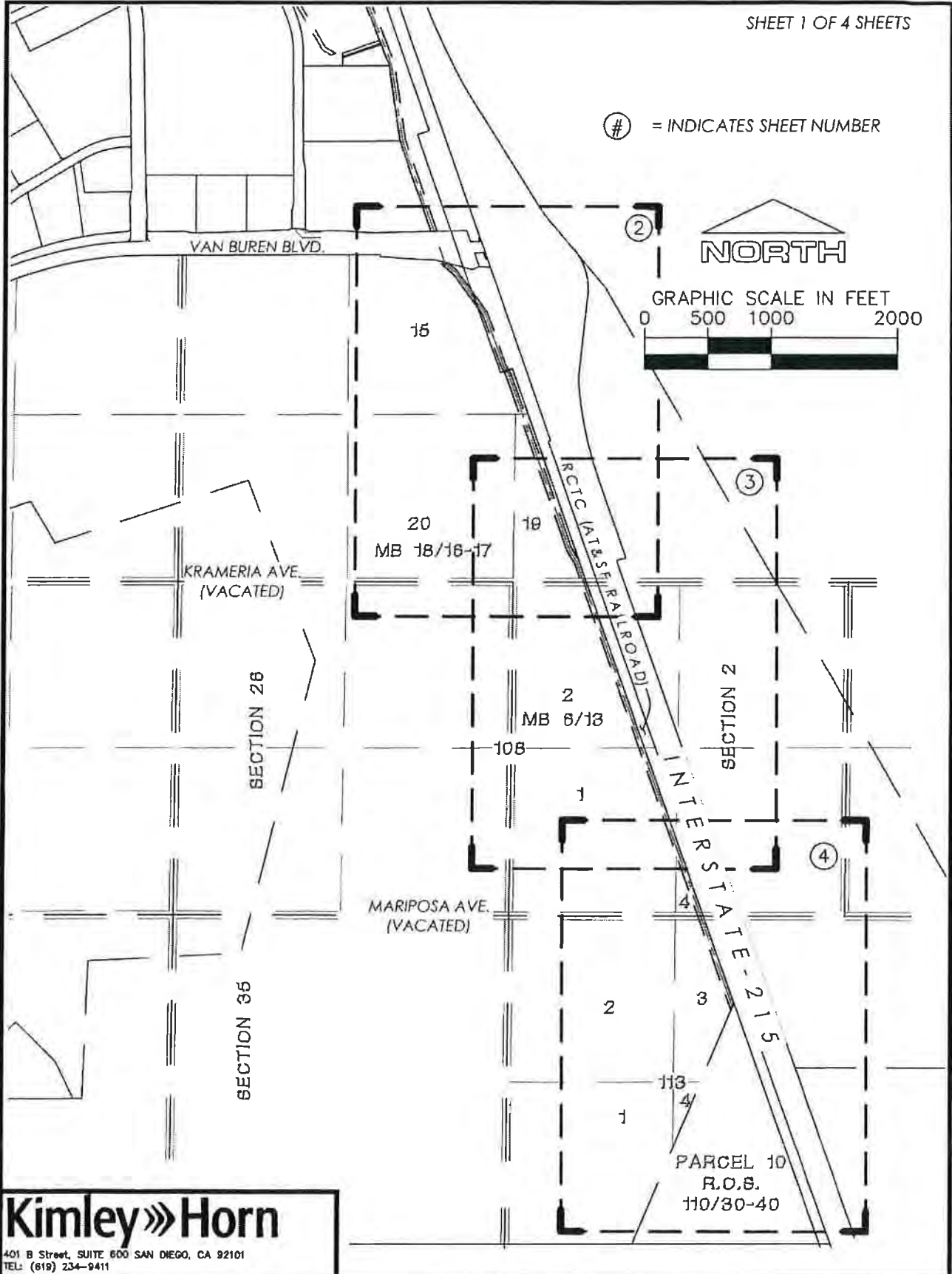
DATE

P.L.S.8012

REV: 12/1/2015






Ⓜ = INDICATES SHEET NUMBER

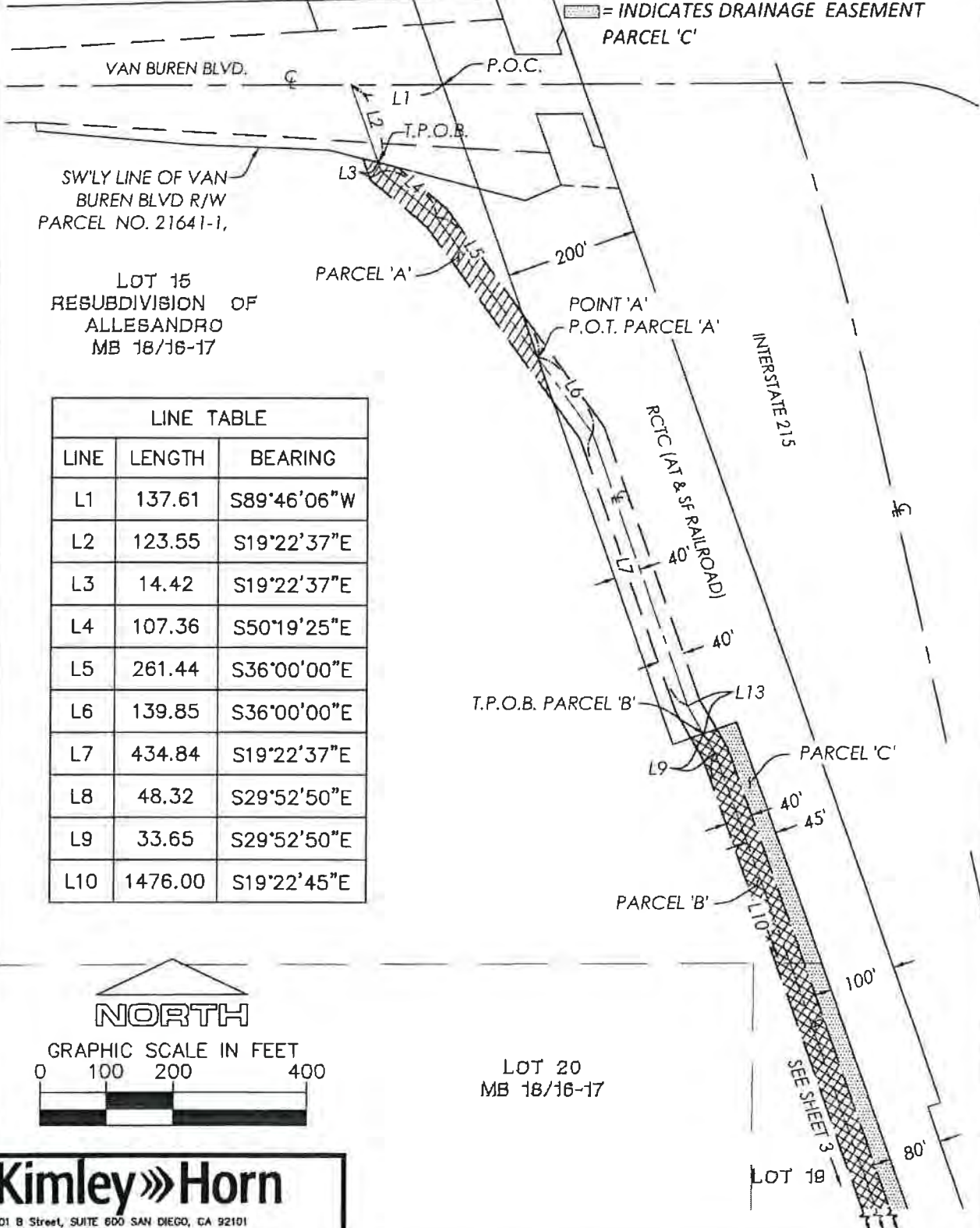


Kimley»Horn

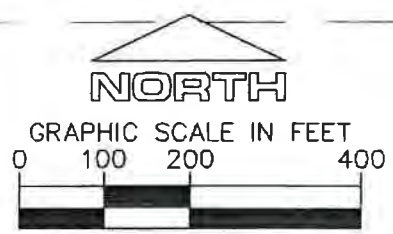
401 B Street, SUITE 600 SAN DIEGO, CA 92101
TEL: (619) 234-9411

LOT 4
TRACT 30857-4
MB 435/6-14

- = INDICATES SEWER EASEMENT PARCEL 'A'
- = INDICATES SEWER EASEMENT PARCEL 'B'
- = INDICATES DRAINAGE EASEMENT PARCEL 'C'



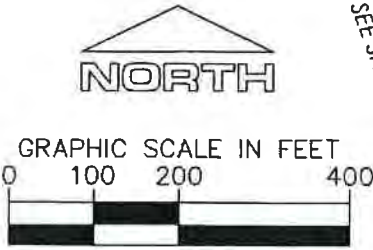
LINE TABLE		
LINE	LENGTH	BEARING
L1	137.61	S89°46'06"W
L2	123.55	S19°22'37"E
L3	14.42	S19°22'37"E
L4	107.36	S50°19'25"E
L5	261.44	S36°00'00"E
L6	139.85	S36°00'00"E
L7	434.84	S19°22'37"E
L8	48.32	S29°52'50"E
L9	33.65	S29°52'50"E
L10	1476.00	S19°22'45"E



LOT 20
MB 18/16-17

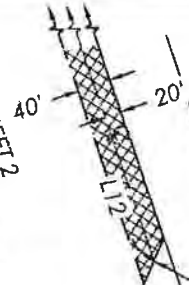
SEE SHEET 3

Kimley»Horn
401 B Street, SUITE 600 SAN DIEGO, CA 92101
TEL: (619) 234-9411



LINE TABLE		
LINE	LENGTH	BEARING
L12	3741.42	S19°22'45"E

SEE SHEET 2



P.O.T. PARCEL 'B'

LOT 3
BLOCK 113
MB 6/13

LOT 4
BLOCK 113
MB 6/13

NW'LY LINE PARCEL 10

PARCEL 10
R.O.S. 110/30-40

80'

RCIC (AT & SF RAILROAD)

INTERSTATE 215

Kimley»Horn

401 B Street, SUITE 600 SAN DIEGO, CA 92101
TEL: (619) 234-9411