

EASEMENT

THIS INSTRUMENT, made this 16th day of February in the year of our Lord, nineteen hundred and forty-three, between C. O. SMITH AND FLORENCE L. SMITH, husband and wife,

parties of the first part, and the City of Riverside (a municipal corporation of the State of California), the party of the second part:

WITNESSETH: That said party of the first part, for and in consideration of the sum of one dollar (\$1.00), lawful money of the United States of America, to them in hand, paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby

presently grant unto said party of the second part, a perpetual easement and right of way for the construction, reconstruction, inspection, maintenance, operation and repair of SANITARY SEWERS,

hereinafter termed "structure", in, under and along that certain parcel of land in the City of Riverside, County of Riverside, State of California, described as follows, to-wit:

An easement of right-of-way for sewer being 6 feet in width and lying 3 feet on each side of a line described as follows:

Beginning at a point in the northerly line three feet west from the northeast corner of Lot 8, Shady Acres #2, page 10, Record of the County of Riverside, California; thence southerly, parallel with the westerly line of said lot 8, 80 feet; thence westerly, parallel with Linwood Place to the westerly line of Lot 4, off said Shady Acres.

Together with the right to enter upon and to pass and recess over and along said strip of land, 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 employees, whenever and wherever necessary for the purpose of constructing, reconstructing, inspecting, maintaining, operating or repairing said structure.

(1739)

It is understood that the grantors herein own a portion only of the above described right-of-way and by their signatures convey only that portion owned by each of them.

In consideration of the foregoing grant, the party of the second part hereby agrees that in the event said structure is constructed, same shall be constructed in a first-class, workmanlike manner.

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

Nos. 1740 to 1746 inc. Water Rights