

1 THIS INSTRUMENT, made this 22nd day of August, 1949, in the  
2 year of our Lord, Nineteer Hundred and Forty-Nine, between W. S.  
3 GLENN and MARY M. GLENN, parties of the first part, and the CITY  
4 OF RIVERSIDE, a municipal corporation of the State of California,  
5 the party of the second part:

6 WITNESSETH: That the said parties of the first part, for and  
7 in consideration of the sum of One Dollar (\$1.00) lawful money of  
8 the United States of America, to it in hand paid by the party of  
9 the second part, the receipt of which is hereby acknowledged, do  
10 by these presents grant unto the party of the second part, a per-  
11 petual easement and right of way for the construction, reconstruc-  
12 tion, inspection, maintenance, operation and repair of a vitrified  
13 clay pipe sanitary sewer, together with manholes, clean-outs, pipe  
14 branches and other necessary appurtenances, all hereinafter refer-  
15 red to collectively as "structure", in, under and along that certain  
16 parcel of land in the City of Riverside, County of Riverside, State  
17 of California, described as:

18 The easterly ten feet (10') of the east one-half of the  
19 northwest one-quarter of the southwest one-quarter of the  
20 southeast one-quarter of Section 33, Township 2 South,  
21 Range 5 West, San Bernardino Base and Meridian except the  
22 northerly twenty-five feet (25') thereof.

23 TOGETHER WITH the right to enter upon and to pass and repass  
24 over and along said strip of land, and to deposit tools, implements,  
25 and other material thereon by said party of the second part, its  
26 officers, agents and employees, and by persons under contract with  
27 it and their employees, whenever and wherever necessary for the pur-  
28 pose of constructing, reconstructing, inspecting, maintaining,  
29 operating or repairing said structure.

30 IT IS UNDERSTOOD that the parties of the first part do hereby  
31 waive any claim for any and all damages to the real property owned by  
32 the parties of the first part contiguous to the lands hereby covered  
by this easement, by reason of the location, construction or  
maintenance of the sewer line.

It is understood that the party<sup>ies</sup> of the first part does hereby  
 1 waive any claim for any and all damages to the real property owned  
 2 by the party of the first part contiguous to the lands hereby cover-  
 3 ed by this easement by reason of the location, construction or main-  
 4 tenance of the sewer line.

5 As part of the consideration for the execution of this ease-  
 6 ment, the City of Riverside guarantees the owner of the property  
 7 from which said easement is granted the right to a connection to  
 8 said trunk line sewer without the payment of any connection fee or  
 9 charge, the cost of constructing said connection line to be paid  
 10 in full by said owner.

11 IN WITNESS WHEREOF, the party<sup>ies</sup> of the first part has hereunto  
 12 executed the within instrument the day and year first above written.

/s/ W. S. Gentry

/s/ Mary E. Gentry

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

1 THIS INSTRUMENT, made this 22nd day of August, 1949, in the  
2 year of our Lord, Nineteen Hundred and Forty-Nine, between W. S.  
3 GENTRY and MARY M. GENTRY, parties of the first part, and the CITY  
4 OF RIVERSIDE, a municipal corporation of the State of California,  
5 the party of the second part:

6 WITNESSETH: That the said parties of the first part, for and  
7 in consideration of the sum of One Dollar (\$1.00) lawful money of  
8 the United States of America, to it in hand paid by the party of  
9 the second part, the receipt of which is hereby acknowledged, do  
10 by these presents grant unto the party of the second part, a per-  
11 petual easement and right of way for the construction, reconstruc-  
12 tion, inspection, maintenance, operation and repair of a vitrified  
13 clay pipe sanitary sewer, together with manholes, clean-outs, wye  
14 branches and other necessary appurtenances, all hereinafter refer-  
15 red to collectively as "structure", in, under and along that certain  
16 parcel of land in the City of Riverside, County of Riverside, State  
17 of California, described as:

18 The easterly ten feet (10') of the east one-half of the  
19 northeast one-quarter of the southwest one-quarter of the  
20 southeast one-quarter of Section 33, Township 2 South,  
21 Range 5 West, San Bernardino Base and Meridian except the  
22 northerly twenty-five feet (25') thereof.

23 TOGETHER WITH the right to enter upon and to pass and repass  
24 over and along said strip of land, and to deposit tools, implements,  
25 and other material thereon by said party of the second part, its  
26 officers, agents and employees, and by persons under contract with  
27 it and their employees, whenever and wherever necessary for the pur-  
28 pose of constructing, reconstructing, inspecting, maintaining,  
29 operating or repairing said structure.

30 IT IS UNDERSTOOD that the parties of the first part do hereby  
31 waive any claim for any and all damages to the real property owned by  
32 the parties of the first part contiguous to the lands hereby covered  
by this easement, by reason of the location, construction or  
maintenance of the sewer line.

ies

1 It is understood that the party of the first part does hereby  
2waive any claim for any and all damages to the real property owned  
3by the party of the first part contiguous to the lands hereby cover-  
4ed by this easement by reason of the location, construction or main-  
5tenance of the sewer line.

6 As part of the consideration for the execution of this ease-  
7ment, the City of Riverside guarantees the owner of the property  
8from which said easement is granted the right to a connection to  
9said trunk line sewer without the payment of any connection fee or  
10charge, the cost of constructing said connection line to be paid  
11in full by said owner. ies

12 IN WITNESS WHEREOF, the party of the first part has hereunto  
13executed the within instrument the day and year first above written.

/s/ W. S. Gentry

/s/ Mary M. Gentry

14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32