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AGREEMENT OF EASEMENT AND RIGHT OF WAY

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THIS INDENTURE made this 18<sup>th</sup> day of September, 1950, by and between FRANK A. MILLER, INC., a California corporation, of 3649 Seventh Street, Riverside, California, Party of the First Part, and the CITY OF RIVERSIDE, a municipal corporation in the County of Riverside, State of California, acting by and through its BOARD OF PUBLIC UTILITIES, Party of the Second Part,

W I T N E S S E T H :

THAT in consideration of the sum of One Dollar (\$1.00), lawful money of the United States, to the Party of the First Part in hand paid by the Party of the Second Part, receipt whereof is hereby acknowledged, said Party of the First Part does by these presents grant unto the said Party of the Second Part, its successors and assigns, an easement and right of way, for a term of ten (10) years, for the erection and maintenance of poles, lines, wires and equipment of all description necessary, and in such manner as specified by the Public Utilities Commission of the State of California, to conduct electric energy and communication service over, across and through that certain real property situated in the City of Riverside, State of California, and particularly described as follows, to wit:

Received  
2-27-50

A strip of land of the uniform width of ten (10) feet, being five (5) feet on each side of the following described centerline, over and across Lot 314 of the lands of the Riverside Land and Irrigation Co., as shown by Map recorded in Book 4, Page 75 of Maps, Records of Riverside County, California, described as follows, to wit:

Commencing at the intersection of the centerline of Alvarado Street with the centerline of Fourteenth Street, as shown by map of Rubidoux Heights recorded in Book 7, Page 30 of Maps, Records of San Bernardino County, California; thence running westerly along the centerline of Fourteenth Street a distance of 272 feet; thence running southerly at a right angle to the centerline of Fourteenth Street a distance of 25 feet for the true point of beginning of the centerline of said 10-foot easement and right of way; thence North 36° 28' West along the centerline of an easement given by Frank A. Miller, Inc.,

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1 to the City of Riverside, as shown in the City Clerk's  
2 Records, Deed #1516, and also recorded in Book 470,  
3 Page 468, Records of Riverside County, California,  
4 (shown as Lot 314 of the lands of the Southern California  
5 Colony Association, contrary to maps recorded in Book 4,  
6 page 75, and Book 5, page 142 of Maps, Records of Riverside  
7 County, California) a distance of 835.17 feet;

8 Together with the right of entry upon said premises  
9 over and across which said easement and right of way is granted,  
10 for the purposes of installing, operating, maintaining, repair-  
11 ing and using said poles, lines, wires and equipment for the  
12 purpose installed, and to enjoy the use of said easement and  
13 right of way free and clear of buildings, trees and other  
14 obstructions.

15 That a map of the property herein granted for easement  
16 and right of way purposes as above set forth, is affixed hereto  
17 and made a part of this Agreement, and is designated upon said  
18 map by yellow pencil lines.

19 That the Party of the First Part does by these presents  
20 also grant unto the Party of the Second Part, its successors and  
21 assigns, an easement and right of way, for a period of ten (10)  
22 years, for the construction, maintenance and use of aerial radio  
23 antenna and underground electrical, telephone, telegraph, and  
24 radio communication structures, lines, conduits, wires and  
25 equipment of all descriptions necessary, in the manner as speci-  
26 fied by the Public Utilities Commission of the State of California,  
27 to conduct electric energy, telephone, telegraphic and radio  
28 communications services on, under and through that certain real  
29 property situated in the City of Riverside, State of California, and  
30 particularly described as follows, to wit:

31 A strip of land of the uniform width of ten (10) feet,  
32 being five (5) feet on each side of the following  
described centerline, over and across Lot 314 of the  
lands of the Riverside Land and Irrigation Co., as shown  
by map recorded in Book 4, Page 75 of Maps, Records of  
Riverside County, California, described as follows,  
to wit:

Commencing at the intersection of the centerline of

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1 Alvarado Street with the centerline of Fourteenth Street,  
 2 as shown by maps of Rubidoux Heights recorded in Book 7,  
 3 Page 30 of Maps, Records of San Bernardino County, Cali-  
 4 fournia; thence running westerly along the centerline of  
 5 Fourteenth Street a distance of 272 feet; thence running  
 6 southerly at a right angle to the centerline of Fourteenth  
 7 Street a distance of 25 feet; thence North 36° 28' West  
 8 along the centerline of an easement given by Frank A.  
 9 Miller, Inc., to the City of Riverside, as shown in the  
 10 City Clerk's Records, Deed #1516, and also recorded in  
 11 Book 410, Page 468, Records of Riverside County, California,  
 12 (shown as Lot 314 of the lands of the Southern California  
 13 Colony Association, contrary to maps recorded in Book 4,  
 14 Page 75, and Book 5, Page 142 of Maps, Records of Riverside  
 15 County, California) a distance of 835.17 feet to the true  
 16 point of beginning for the said 10-foot easement; thence  
 17 North 20° 03' 17" East a distance of 30.62 feet; thence  
 18 North 46° 31' 14" East a distance of 77.15 feet; thence  
 19 North 32° 09' 54" East a distance of 114.33 feet; thence  
 20 North 21° 00' 37" East a distance of 101.28 feet; thence  
 21 North 51° 02' 47" East a distance of 68.12 feet; thence  
 22 North 34° 23' 17" East a distance of 54.32 feet; thence  
 23 North 11° 08' 42" East a distance of 93.23 feet; thence  
 24 North 40° 42' 53" West a distance of 63.12 feet; thence  
 25 North 62° 08' 38" West a distance of 36.73 feet;

26 Together with the right of entry upon said premises over  
 27 and across which said easement and right of way is granted for the  
 28 purpose of installing, operating, maintaining, repairing and using  
 29 said electrical, telephone, telegraphic and radio communication  
 30 systems in compliance with the requirements of the Public Utilities  
 31 Commission of the State of California, the Federal Communications  
 32 Commission, the Civil Aeronautics Authority or other agencies that  
 may govern such installations and equipment, and to enjoy the use  
 of said easement and right of way and buildings and structures  
 that stand thereon, otherwise free and clear of trees and other  
 obstructions.

That a map of the property herein granted for easement  
 and right of way purposes, as above set forth, is affixed hereto  
 and made a part of this Agreement, and is designated upon said  
 map by red pencil lines.

It is further understood and agreed that the Party of  
 the First Part hereby grants to the Party of the Second Part for  
 the term of this Agreement the use of roads and roadways now

1 existing or as they may be modified, altered or re-routed in and  
2 across the properties of the Party of the First Part, for the  
3 purpose of ingress and egress for the enjoyment of the uses of  
4 the easements and rights of way granted herein; that the proper-  
5 ties herein referred to and which are owned by the Party of the  
6 First Part are commonly known as Mount Rubidoux Roads.

7 It is further understood and agreed by and between the  
8 Parties that the Party of the Second Part shall, upon the expira-  
9 tion of the ten-year periods herein referred to, have the right  
10 to renew this Agreement from year to year thereafter, subject to  
11 the right of the Party of the First Part to cancel said annual  
12 renewals upon the giving of six months written notice thereof.

13 It is further understood and agreed by and between the  
14 parties hereto that nothing contained in this Agreement of Easement  
15 and Right of Way shall in any manner merge, abrogate, cancel or  
16 affect any easement or right of way which has heretofore been  
17 given by Frank A. Miller, Inc., to the City of Riverside. This  
18 Agreement shall be construed as additional rights given by the  
19 Party of the First Part to the Party of the Second Part, and upon  
20 the expiration of this Agreement shall in no way affect any ease-  
21 ments or rights of way given by the Frank A. Miller, Inc., to the  
22 City of Riverside.

23 This agreement shall be binding upon the transferees,  
24 successors and assigns of the parties hereto.

25  
26 IN WITNESS WHEREOF the Party of the First Part has  
27 caused these presents to be executed by its officers duly  
28 authorized, and said City of Riverside, acting by and through  
29 its Board of Public Utilities, has caused these presents to be  
30 duly executed for and on behalf of the City of Riverside by its  
31 Mayor and President of the Board of Public Utilities, and to be  
32 attested by its City Clerk and Secretary of the Board of Public

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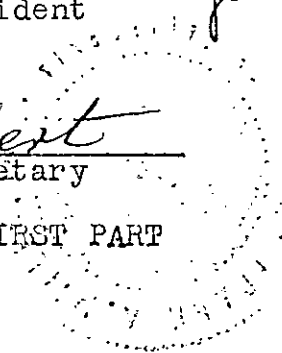
Utilities.

FRANK A. MILLER, INC.,  
a California corporation

By Alvin Miller Hutchings  
President

ATTEST: W. J. Herbert  
Asst Secretary

PARTY OF THE FIRST PART



CITY OF RIVERSIDE, a municipal  
corporation in the County of  
Riverside, State of California,  
acting by and through its BOARD  
OF PUBLIC UTILITIES



By W. E. Evans  
Mayor - President

ATTEST: W. J. Herbert  
City Clerk -- Secretary

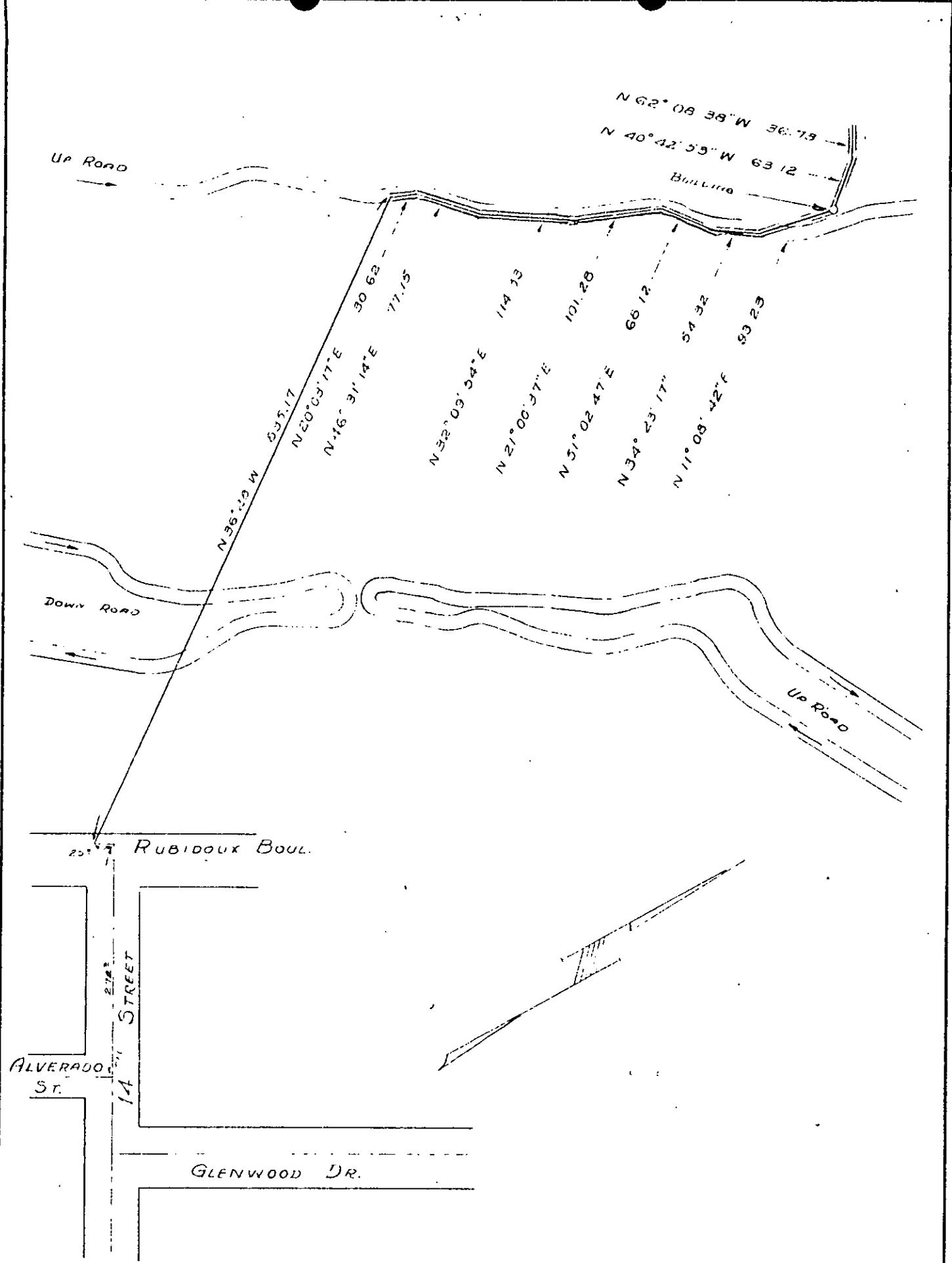
APPROVED AS TO FORM

Barry M. Dougherty  
Riverside City Attorney

APPROVED AS TO DESCRIPTION

R. H. Hanson  
Superintendent, Light and  
Water Departments

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DEED TO A RIGHT OF WAY  
OVER A PORTION OF LOT 314  
OF LANDS OF RIVERSIDE LAND AND IRRIGATION CO.  
COUNTY OF RIVERSIDE

RIVERSIDE LIGHT DEPARTMENT

DRAWN BY RMR. TRACED BY RMR.	SCALE 1" = 150' DATE 8-30-50	CHECKED APPROVED A.J.K.	416
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Agreement of Easement - Alice Miller Hutchings