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AGREEMENT OF EASEMENT AND RIGHT OF WAY

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THIS INDENTURE made this 18th 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:

Rec'd
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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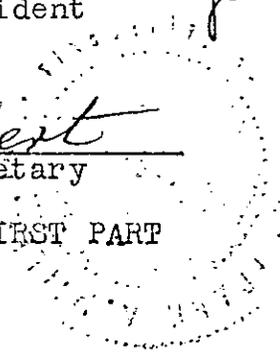
Utilities.

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

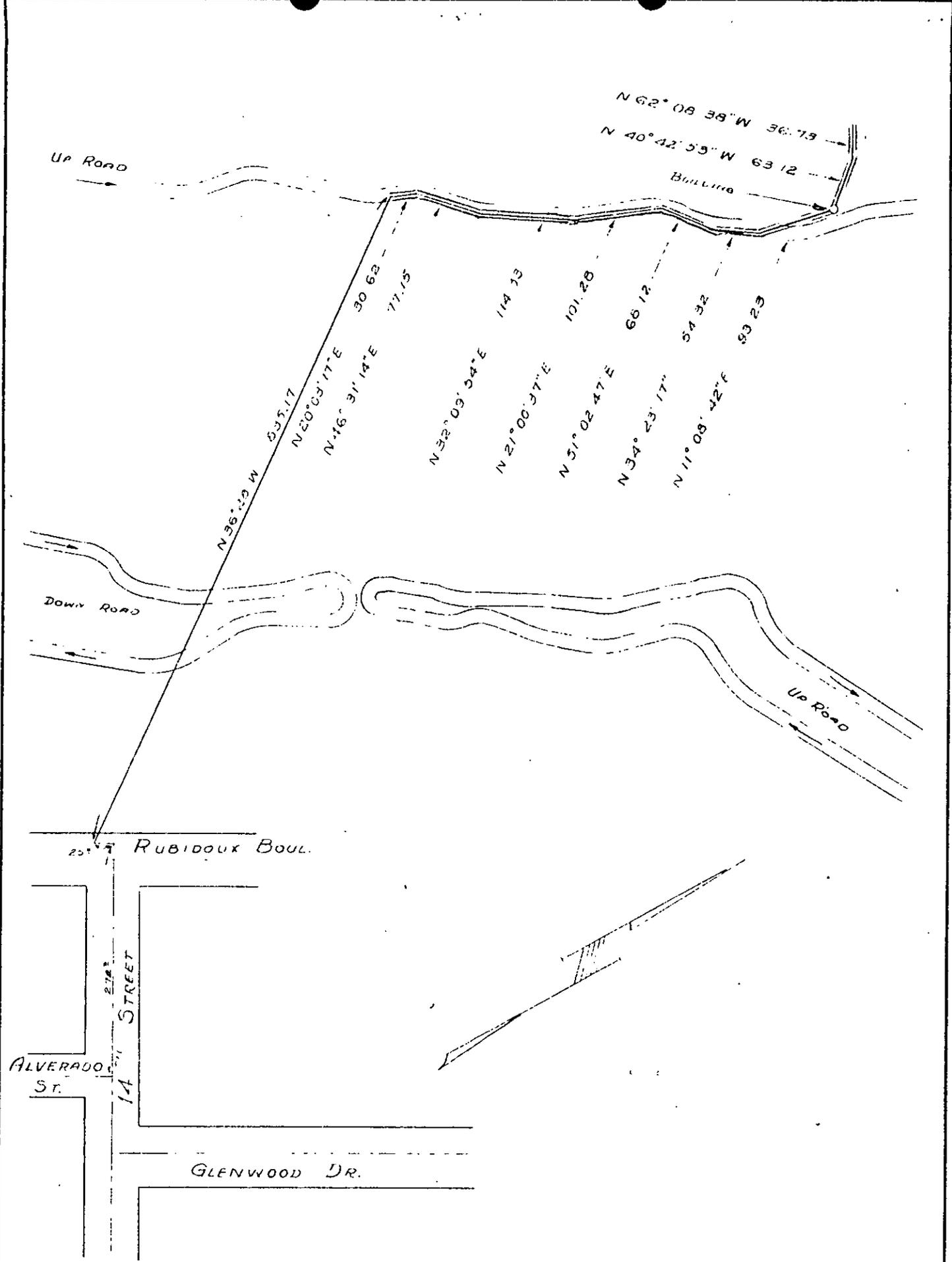
APPROVED AS TO FORM

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