

EASEMENT

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2 THIS INSTRUMENT, made this 16th day of March in the year of
3 our Lord, Nineteen Hundred and Fifty-one, between CAROL D. HEERS and EVELYN W.
4 HEERS, his wife, and CHARLES M. HEERS and BETTE R. HEERS, his wife, all as
5 joint tenants, and JOHN HILL, trustee for Santa Fe Federal Savings and Loan
6 Association, parties of the first part, and the CITY OF RIVERSIDE, a municipal
7 corporation of the State of California, the party of the second part:

8 WHEREAS: That said parties of the first part, for and in consider-
9 ation of the sum of One Dollar (\$1.00), lawful money of the United States of
10 America, to them in hand paid by the said party of the second part, the receipt
11 whereof is hereby acknowledged, do by these presents grant unto said party of
12 the second part, a perpetual easement and right-of-way for the construction,
13 reconstruction, inspection, maintenance, operation and repair of a STORM DRAIN
14 and SANITARY SEWER, hereinafter termed "structures", in, under and along that
15 certain parcel of land in the City of Riverside, County of Riverside, State of
16 California, described as follows, to-wit:

17 All those portions of Lots 15, 16, 17 and G, a pedestrian way,
18 of Heers Subdivision No. 3 as shown on a map recorded in Map Book 24,
19 at page 38, Records of Riverside County, California, which lie
20 within the following described boundary line:

21 Beginning at the most westerly corner of Lot 15; thence N 89°17'10" E
22 along the northerly line of said Lot 15 a distance of five feet
23 (5.0'); thence S 0°00'48" E, along a line parallel to and five feet
24 (5.0') easterly from the westerly line of Lots 16, G and 17 to a
25 point on the southeasterly line of said Lot 17; thence S 04°17'17" W
26 along said line to the most southerly corner of said Lot 17; thence
27 N 0°00'48" W along the westerly line of said Lots 17, G and 16 to the
28 most northerly corner of Lot 16, which is also the most westerly
29 corner of Lot 15, the point of beginning.

30 TOGETHER WITH the right to enter upon and to pass and repass over and
31 along said strip of land, and to deposit tools, implements and other material
32 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 structures.

IT IS UNDERSTOOD that the parties of the first part do hereby waive
any claim for any and all damages to the real property owned by the parties of

1 the first part contiguous to the lands hereby covered by this
2 easement, by reason of the location, construction or maintenance
of the storm drain or sanitary sewer.

3 IN WITNESS WHEREOF, the said parties of the first part have
4 herouno executed the within instrument the day and year first-
above writton.

5 /s/ Carol D. Heers

6 /s/ Evelyn M. Heers

7 /s/ Charles M. Heers

8 /s/ Bette R. Heers

9 /s/ John Hile

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