

1 THIS INSTRUMENT, made this 3rd day of April in the year of our
2 Lord, Nineteen Hundred and Fifty-two, between the RIVERSIDE WATER
3 COMPANY, party of the first part, and the CITY OF RIVERSIDE, a
4 municipal corporation of the State of California, the party of the
5 second part:

6 WITNESSETH: That said party of the first part, for and in
7 consideration of the sum of One Dollar (\$1.00), lawful money of the
8 United States of America, to it in hand paid by the said party of
9 the second part, the receipt whereof is hereby acknowledged, does by
10 these presents grant unto said party of the second part, a perpet-
11 ual easement and right-of-way for use as a PUBLIC STREET over all
12 that certain real property situated in the City of Riverside,
13 County of Riverside, State of California, and more particularly
14 described as follows:

15 An easement over the Riverside Water Company's right-
16 of-way located in Lot 213 of the Southern California
17 Colony Association Lands as shown on a map recorded
18 in Map Book 7, page 3, Records of San Bernardino
19 County, California, extending easterly a distance of
20 eighty feet (80.00'), measured along the centerline of
21 said right-of-way from the easterly line of Olivewood
22 Avenue, sixty-six feet (66.00') wide, a public street
23 in the City of Riverside, as same exists southerly
24 from its intersection with Ramona Drive; the easterly
25 termination of said easement being at a right angle to
26 said centerline.

27 IT IS UNDERSTOOD that the present intention of the party
28 of the second part is to construct and maintain upon the real prop-
29 erty covered by this easement a Public Street. The party of the
30 second part agrees to indemnify and hold harmless the party of the
31 first part for any and all damage to said canal caused by the
32 party of the second part in constructing, repairing or maintaining
said easement and roadway over and across said canal. The Party
of the second part further agrees to indemnify and hold harmless
the party of the first part from any and all public liability and
property damage resulting from the use of said easement granted
hereby, and the public street used in connection therewith.

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

RIVERSIDE WATER COMPANY

By /s/ M. B. Peterson, Pres.

By /s/ S. K. McKenzie, Sec.

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33 said easement and roadway over and across said canal. The Party
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