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EASEMENT AND RIGHT OF WAY

THIS AGREEMENT, made in the City of Riverside,
State of California, on July 6th, 1957, by

ERROL K. FLEMING and ALEXANDER
PATRICK FLEMING, hereinafter
called "Grantors",

and
CITY OF RIVERSIDE, a municipal
corporation, hereinafter called
"Grantee",

W I T N E S S E T H :

The Grantors, in consideration of \$1.00 and other
good and valuable considerations paid to them by grantee,
the receipt whereof is hereby acknowledged, hereby grant,
sell and convey to grantee an easement and right of way for
its transmission poles and lines, which right of way shall
be 20 feet in width, and shall extend equally on each side
of the center line of said easement and right of way, describ-
ed as follows:

A 20 foot strip of land the center line
of which is described as follows: That por-
tion of Lot 2, Block 82 of Arlington Heights,
in the County of Riverside, State of California,
as recorded in Book 11, Pages 20 and 21 of
Maps, records of San Bernardino County, Cal-
ifornia; Starting at the Northeast corner of
said Lot 2; thence North 89° 30' West, a
distance of 12 feet to the true point of
beginning; thence South 8° 29' 54" West, a
distance of 398.85 feet more or less to the
Northerly property line of existing Lincoln
Avenue.

RESERVING to the grantors the right to use said
right of way and enjoy same in any manner, provided, however,
that said use and enjoyment shall not interfere with the
purposes for which the right of way is herein granted to
grantee.

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1 The parties hereto covenant and agree with each
2 other as follows:

3 I.

4 That grantee shall have the right to cut brush and
5 trim or remove trees from said right of way and to dig holes
6 for, and to erect its poles, crossarms and wires along said
7 right of way, and to maintain the same, and grantee shall at
8 all times have the right to enter upon said premises and to
9 do all that may be reasonable, proper and necessary thereon
10 in connection with the purposes for which this easement and
11 right of way is granted; grantee shall permit no one except
12 its employees to enter thereon.

13 II.

14 That grantee agrees that if and in the event its
15 poles, lines or facilities located on the right of way and
16 in connection with the purposes for which this right of way
17 and easement is granted, shall obstruct or interfere with any
18 future subdivision or development of the above described real
19 property, the grantee shall, at its own cost and expense, and
20 within 60 days after receipt of written notice requesting the
21 same, move and relocate said transmission lines and facilities
22 and such part or parts thereof as may be necessary to avoid
23 such obstruction or interference, to another and different
24 location and right of way and easement upon, over and across
25 the real property of the grantors, which other location and
26 right of way easement shall be mutually agreed upon by the
27 parties hereto, and shall be granted by grantors to grantee
28 without additional consideration thereof other than such
29 relocation.

30 III.

31 That grantee shall reimburse grantors for any dam-
32 ages to citrus trees, or to any other growing crop that may

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1 be caused by any break in its wires, or by traveling over
2 or upon said right of way.

3 IN WITNESS WHEREOF, grantors have hereunto set
4 their hands and Grantee has caused its seal to be affixed,
5 duly attested, and this agreement to be executed by its
6 Mayor and City Clerk the day and year first above written.

7 /s/ Errol K. Fleming

8 /s/ Alexander Patrick Fleming

9 Grantors

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