

RECEIVED

JUN 18 1962

GRANT OF EASEMENT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

THIS AGREEMENT, made on the 15th day of June 1962, by the CITY OF RIVERSIDE, a municipal corporation, and ANAHEIM CONSTRUCTION COMPANY, a corporation,

WITNESSETH:

RECITALS

WHEREAS, the Anaheim Construction Company desires a ten-foot-wide easement across a portion of Lots 5 and 6 of Evans Rio Rancho for ingress and egress to that portion of Lot 5, Evans Rio Rancho currently owned by the Anaheim Construction Company and lying southeasterly of the Riverside County Flood Control Channel;

NOW, THEREFORE,

FOR A VALUABLE CONSIDERATION, the City of Riverside hereby grants to the Anaheim Construction Company a ten-foot-wide non-exclusive right of way and easement over said property. Said easement is more particularly described as follows:

A portion of Lots 5, 6 and 12 of Evans Rio Rancho per map on file in Book 10, pages 53 through 54, of Maps, Records of Riverside County, California, being a strip of land 10.0 feet wide, lying southerly of and adjacent to the following described line:

Commencing at the northwesterly corner of the end of Tequesquite Avenue, as shown on said map, this point being 715.9 feet westerly along the northerly line of said Tequesquite Avenue (southerly line of said Lot 6) from the intersection of the easterly line of said Lot 6 with said northerly line of Tequesquite Avenue;

Thence north 74° 11' east, 215.9 feet, along said northerly line of Tequesquite Avenue to the true point of beginning of the line, to be described;

Thence north 85° 45' west, 227.07 feet;

Thence north 76° 36' west, 267.1 feet, to a point on the southwesterly line of said Lot 6;

Thence westerly to a point in the northerly boundary of Lot 12 (said point being south 25° 00' west, 133.00 feet from the most northerly corner of said Lot 12);

Thence north 70° 31' 30" west, 20.0 feet, to an end of this line description.

EXCEPT that portion within Tequesquite Avenue.

✓
-218

385

1 **SAID EASEMENT IS GRANTED BY THE CITY OF RIVERSIDE AND**
2 **ACCEPTED BY THE ANAHEIM CONSTRUCTION COMPANY SUBJECT TO THE**
3 **COVENANTS AND CONDITIONS HEREINAFTER SET FORTH:**

4 1. Said easement shall terminate when the Anaheim
5 Construction Company or its successors in interest obtain
6 access to any public street or highway, either by the
7 extension of any street or highway into the area of Lot 5
8 or by obtaining an interest in land contiguous to Lot 5 which
9 contiguous land is served by access to a public street or
10 highway.

11 2. Anaheim Construction Company shall save harmless
12 and indemnify the City, its officers, and employees from and
13 against any and all loss, damage, liability, and costs and
14 expenses of any kind whatsoever, including attorneys' fees and
15 expense of legal and other work by the City's officers or
16 employees which they or any of them may sustain, incur, or
17 become liable for, directly or indirectly, and which in any
18 manner arise out of the use of this easement by Anaheim
19 Construction Company, their guests, invitees, agents or any
20 other party using said easement for the purpose of reaching
21 Anaheim Construction Company's property.

22 3. The parties to this agreement mutually agree that
23 the road may be posted with signs such as "Private" or
24 "Not A Public Street" in order that the road shall not be
25 used by parties other than the parties to this agreement.
26 The parties to this agreement also agree that a locked gate
27 may be installed at the entrance to the roadway.

28 4. By granting this limited easement the City incurs
29 no liability to grade, maintain or improve said roadway in
30 any manner whatsoever. Said City makes no representation
31 and incurs no liability to improve or maintain this roadway,
32 or to contribute to its maintenance or upkeep.

1 IN WITNESS WHEREOF, the parties hereto have caused
2 this instrument to be duly executed the day and year first
3 above written.
4

5 CITY OF RIVERSIDE,
6 a municipal corporation,

7 By E. V. DALES Mayor

8 Attest VIRGINIA J. STROHECKER City Clerk
9

10 By JEAN D. BLACK Deputy
11

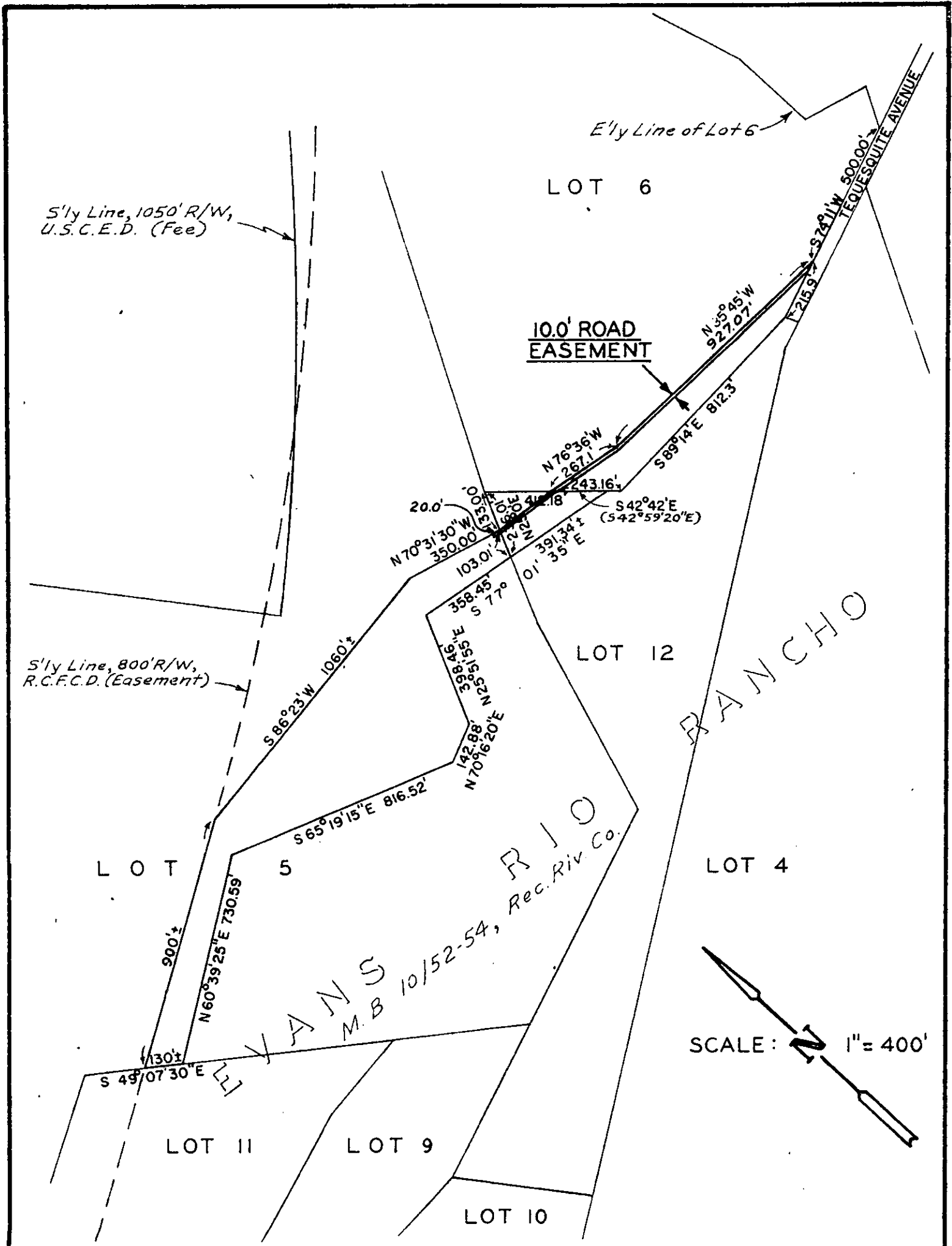
12 ANAHEIM CONSTRUCTION COMPANY,
13 a corporation,

14 By A. J. JONES President
15

16 By C. M. JONES Secretary
17
18
19
20

21 APPROVED AS TO FORM:
22

23 JOHN WOODHEAD
24 Assistant City Attorney
25
26
27
28
29
30
31
32



S'y Line, 1050' R/W,
U.S.C.E.D. (Fee)

LOT 6

**10.0' ROAD
EASEMENT**

TEQUESQUITE AVENUE
5000.0'

S'y Line, 800' R/W,
R.C.F.C.D. (Easement)

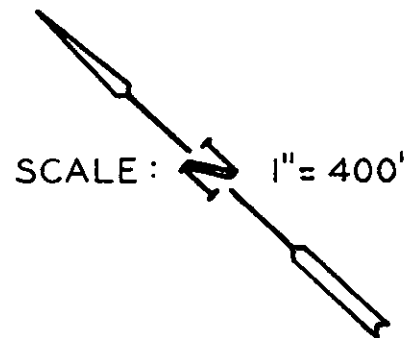
LOT 12

RANCHO

LOT 5

LOT 4

VAN S
M.B 10/52-54, Rec. Riv. Co.



S 49° 07' 30\"/>

LOT 11

LOT 9

LOT 10

PLAT

SHOWING ROAD EASEMENT

385