

BASEMENT

1 THIS INSTRUMENT, made this 13th day of August, in the year
2 of our Lord, Nineteen Hundred and Forty-Nine, between SANTA ANA
3 RIVER DEVELOPMENT COMPANY, a corporation, party of the first part,
4 and the CITY OF RIVERSIDE, a municipal corporation of the State of
5 California, the party of the second part:

6
7 WHEREAS: That the said party of the first part, for and
8 in consideration of the sum of One Dollar (\$1.00) lawful money of
9 the United States of America, to it in hand paid by the party of
10 the second part, the receipt of which is hereby acknowledged, does
11 by these presents grant unto the party of the second part, a per-
12 petual easement and right of way for the construction, reconstruc-
13 tion, inspection, maintenance, operation and repair of a vitrified
14 clay pipe sanitary sewer, together with manholes, clean-outs, wye
15 branches and other necessary appurtenances, all hereinafter refer-
16 red to collectively as "structure", in, under and along that certain
17 parcel of land in the City of Riverside, County of Riverside, State
18 of California, described as:

19 That portion of Lot 2, Evans Rio Rancho as shown on map
20 recorded in Map Book 10, pages 52, 53 and 54, Records of
21 Riverside County, California, which lies ten feet (10.00')
22 on either side of the following described center-line:
23 Beginning at a point on the south line of said Lot 2, ten
24 feet (10.00') westerly, measured at right angles from
25 the northerly prolongation of the easterly line of Frac-
26 tional Government Lot 3, Section 29, Township 2 South,
27 Range 5 West, San Bernardino Base and Meridian; thence
28 North 00° 14' West, a distance of seventeen and seventy-
29 six hundredths feet (17.76'); thence North 13° 50' East,
30 a distance of two hundred seventy and sixty-eight hun-
31 dredths feet (270.68'); thence North 26° 10' West, a
32 distance of seventy-six and four tenths feet (76.4') more
or less to the intersection with the center-line of the
existing outfall sewer of the City of Riverside.

Together with the right to enter upon and to pass and repass
over and along said strip of land, and to deposit tools, implements,
and other material 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 structure.

1 It is understood that the part of the first part does hereby
2 waive any claim for any and all damages to the real property owned
3 by the party of the first part contiguous to the lands hereby cover-
4 ed by this easement by reason of the location, construction or main-
5 tenance of the sewer line.

6 As part of the consideration for the execution of this ease-
7 ment, the City of Riverside guarantees the owner of the property
8 from which said easement is granted the right to a connection to
9 said trunk line sewer without the payment of any connection fee or
10 charge, the cost of constructing said connection line to be paid
11 in full by said owner.

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

SANTA ANA RIVER DEVELOPMENT COMPANY
/s/ John C. Tuffree
/s/ L. J. Sheridan

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EASEMENT

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2 THIS INSTRUMENT, made this 13th day of August, in the year
3 of our Lord, Nineteen Hundred and Forty-nine, between SANTA ANA
4 RIVER DEVELOPMENT COMPANY, a corporation, party of the first part,
5 and the CITY OF RIVERSIDE, a municipal corporation of the State of
6 California, the party of the second part:

7 WITNESSETH: That the said party of the first part, for and
8 in consideration of the sum of One Dollar (\$1.00) lawful money of
9 the United States of America, to it in hand paid by the party of
10 the second part, the receipt of which is hereby acknowledged, does
11 by these presents grant unto the party of the second part, a per-
12 petual easement and right of way for the construction, reconstruc-
13 tion, inspection, maintenance, operation and repair of a vitrified
14 clay pipe sanitary sewer, together with manholes, clean-outs, wye
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over and along said strip of land, and to deposit tools, implements,
and other material thereon by said party of the second part, its
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it and their employees, whenever and wherever necessary for the
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It is understood that the party of the first part does hereby waive any claim for any and all damages to the real property owned by the party of the first part contiguous to the lands hereby covered by this easement by reason of the location, construction or maintenance of the sewer line.

As part of the consideration for the execution of this easement, the City of Riverside guarantees the owner of the property from which said easement is granted the right to a connection to said trunk line sewer without the payment of any connection fee or charge, the cost of constructing said connection line to be paid in full by said owner.

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

SANTA ANA RIVER DEVELOPMENT COMPANY
/s/ John C. Taffree
/s/ E. J. Sheridan