

1 SANTA ANA RIVER DEVELOPMENT COMPANY, a Nevada Corporation, Grantor in
2 consideration of Three Hundred and Seventy-eight Dollars, receipt
3 whereof is hereby acknowledged, does hereby grant to the Grantee, CITY OF RIVER-
4 SIDE, a Municipal Corporation, in the County of Riverside, State of California,
5 its successors and assigns, a right of way and easement for the construction,
6 maintenance, operation, inspection, repair, replacement and removal of electric
7 lines and telephone lines and cables, including such additional lines as said
8 Grantee may from time to time in future require, upon and by means of one line of
9 poles, with supporting structures, crossarms, wires, guys, anchors, fixtures and
10 appurtenances, for the transmission of electric energy for any and all purposes
11 for which the same may be used, and communication purposes upon, over, and across
12 that certain real property situate in the County of Riverside, State of California,
13 described as follows:

14 A portion of Lot 4 of Evans Rio Rancho, as shown by Map on file in
15 Book 10 Pages 52,53, and 54 of Maps, records of Riverside County, California.

16 The center line of said right of way and easement is described as
17 follows:

18 Beginning at the intersection of the centerlines of Grand Avenue and
19 Rubidoux Avenue; thence Northwest along the centerline of Rubidoux Avenue,
20 a distance of approximately six hundred (600) feet to an angle point in said
21 centerline; thence continuing North along the centerline of Rubidoux Avenue,
22 a distance of 329.75 feet to the true point of beginning; thence North 56°09' 30"
23 East, a distance of 3775 feet, more or less, to the Westerly boundary of that
24 portion of said Lot 4 described as per deed recorded November 7, 1940, in Book
25 481 Page 320 of Official Records of Riverside County, California, to Evalyn R.
26 Graser; EXCEPTING therefrom that portion lying within the boundaries of Rubidoux
27 Avenue.

28 It is agreed that in the event any pole or poles set upon the above
29 described centerline should interfere with any future development or improvement
30 of the above described property, the City of Riverside, its successors or assigns,
31 shall at its own expense and within 60 days after receipt of written notice request-
32 ing same, move such pole or poles a reasonable distance along said center line
sufficient to clear such improvement or development.

33 The Grantee shall have the right to clear the right of way hereby granted
and keep the same free of brush, tree growth and any other obstruction to such
extent as may be necessary to prevent contact or interference with said lines, and

1 the operation thereof, and to protect persons from injury or death, and said lines
2 and other property from fire, destruction or damage; and to enter upon and travel,
3 including transport of materials, over and across the above described land and
4 real property for any and all uses and purposes in the exercise of the right of
5 way and easement rights herein granted; provided that such right shall be reason-
6 ably exercised and that the Grantee shall be liable for any damage negligently
7 done by it to the said land and real property.

8 IN WITNESS WHEREOF, the said Grantor has hereunto set his hand the day
9 and year first above written.

SANTA ANA RIVER DEVELOPMENT CO.
/s/ John C. Tuffrie, President

/s/ L. J. Sheridan, Secretary

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