

EASEMENT

THIS INSTRUMENT, made this 2nd day of February, in the year of our Lord, Nineteen hundred and Fifty-two, between LEWIS E. ELDRIDGE and LILLIAN L. ELDRIDGE, husband and wife, and VIRGIL R. WHITMAN and BERNICE E. WHITMAN, husband and wife, all as joint tenants, parties of the first part, and the CITY OF RIVERSIDE, a municipal corporation of the State of California, the party of the second part:

WITNESSETH: That said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant unto said party of the second part, a perpetual easement and right-of-way for the construction, reconstruction, inspection, maintenance, operation and repair of a SANITARY SEWER, hereinafter termed "structure", in, under and along that certain parcel of land in the City of Riverside, County of Riverside, State of California, described as follows, to-wit:

A strip of land ten feet (10') in width lying five feet (5') on either side of the following described centerline:

Beginning at a point in the easterly line of Lot 77, Southern California Colony Association Lands as shown on a map recorded in Map Book 7, page 3, Records of San Bernardino County, California, which is seventy-one and twenty-five hundredths feet (71.25') southwesterly from the northeasterly corner of Lot 77, thence northwesterly, parallel to the northeasterly line of said Lot 77, a distance of one hundred seventy-five feet more or less (175'+) to an existing ten-foot (10') easement; excepting that portion lying within the limits of La Cadena Drive, a public street fifty feet (50') in width in 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 construction, reconstructing, inspecting, maintaining, operating or repairing said structure.

IT IS UNDERSTOOD that the parties of the first part do hereby waive any claim for any and all damages to the real property owned by the parties 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.

PROVIDED, however, that in consideration of the grant of the easement the City of Riverside promises and agrees to promptly, and at its own expense, restore the surface of the land included in the easement to the level and condition existing immediately prior to any excavation, whether such excavation be for the installation of the sewer or for any repair or maintenance or exercise of other right under the easement.

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

/s/ Lewis E. Eldridge
/s/ Lillian L. Eldridge
/s/ Virgil R. Whitman
/s/ Bernice E. Whitman

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WITNESSETH: That said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant unto said party of the second part, a perpetual easement and right-of-way for the construction, reconstruction, inspection, maintenance, operation and repair of a SANITARY SEWER, hereinafter termed "structure", in, under and along that certain parcel of land in the City of Riverside, County of Riverside, State of California, described as follows, to-wit:

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IT IS UNDERSTOOD that the parties of the first part do hereby waive any claim for any and all damages to the real property owned by the parties 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.

PROVIDED, however, that in consideration of the grant of the easement the City of Riverside promises and agrees to promptly, and at its own expense, restore the surface of the land included in the easement to the level and condition existing immediately prior to any excavation, whether such excavation be for the installation of the sewer or for any repair or maintenance or exercise of other right under the easement.

IN WITNESS WHEREOF, the said parties of the first part have hereto executed the within instrument the day and year first above written.

/s/ Lewis E. Eldridge
/s/ Lillian L. Eldridge
/s/ Virgil R. Whitman
/s/ Bernice E. Whitman