

EASEMENTTHIS INDENTURE, made this 8 day of December, 1960by and between J. FRANK BURKE, JR.

party 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 for a valuable consideration, receipt whereof is hereby acknowledged, said party of the first part does by these presents grant unto the said party of the second part, its successors and assigns, a permanent easement for the construction, maintenance, repair and replacement of a water pipe line together with a right of ingress and egress in connection therewith, over, across, under and through that portion of the Northwest quarter, Section 1, T3S, R5W, S.B.B. & M.

PARCEL 1 -

Being a strip of land 10 feet in width, lying 5 feet on each side of the following described centerline:

Commencing at the northwesterly corner of the Elsinore Reservoir Lot, as described in Book 533 of Deeds, at page 519 thereof, Records of Riverside County, California;
Thence South $82^{\circ} 14'$ East, a distance of 30.00 feet to the TRUE POINT OF BEGINNING:

Thence North $33^{\circ} 49' 10''$ East, a distance of 388.28 feet.

PARCEL 2 -

Being a strip of land 10 feet in width, lying 7.5 feet on the northerly side and 2.5 feet on the southerly side of the following described line:

Commencing at the northwesterly corner of the Elsinore Reservoir Lot, as described in Book 533 of Deeds, at page 519 thereof, Records of Riverside County, California;

Thence South $82^{\circ} 14'$ East, a distance of 30.00 feet;

Thence North $33^{\circ} 49' 10''$ East, a distance of 388.28 feet to a point on a curve concave to the northeast, having a radius of 862.50 feet, from which the center of said curve bears North $18^{\circ} 08' 21''$ East;

Thence northwesterly along said curve, to the right, through a central angle of $1^{\circ} 46' 49''$, an arc distance of 26.80 feet to the TRUE POINT OF BEGINNING, from which the center of said curve bears North $19^{\circ} 55' 10''$ East;

Thence southeasterly along said curve, to the left, through a central angle of $47^{\circ} 15'$, an arc distance of 711.28 feet to the end thereof;

Thence North $62^{\circ} 40' 10''$ East, a distance of 187.39 feet, more or less,

APPROVED AND ACCEPTED:

By [Signature]Check BP 9/26/60

to a point in the westerly right of way line of Alessandro Road;

The side lines of said easement shall be lengthened or shortened so as to terminate in said westerly right of way line of said Alessandro Road.

TOGETHER WITH the right of entry upon said premises over and across which said permanent easement is granted, for the purposes of installing and maintaining said water pipe line; provided, however, that the grantor reserves the right to use and enjoy the land over which said easement is granted, for any purpose and in any manner which does not interfere with or impair the right of the grantee to use the said easement.

The Easement shall be subject to those particular provisions relating to the permanent easement outlined in that certain Letter of Agreement between the grantor and the City of Riverside, dated August 2, 1960 attached to and made a part hereof.

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

J. Frank Burke Jr.

APPROVED AS TO FORM
Justin M. M. Gantley

CITY ATTORNEY

RECORDED 12-16-1968
BOOK 2817 PAGE 44
OFFICIAL RECORDS, RIV. CO.
INSTRUMENT NO. 106406

NW 1/4 corner of Reservoir Lot
Deeds 533/519, Rec. Riv. Co.

Reservoir

N 82° 16' 00" W
71.00'

N 33° 29' 10" E 388.28'

R = 862.50'
L = 26.80'

N 19° 55' 10" E

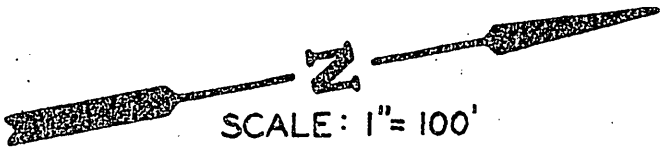
N 18° 08' 21" E

R = 862.50'
L = 711.28'

7.5'
2.5'

N 27° 19' 50" W

N 62° 40' 10" E 239.23'
187.39'



SCALE: 1" = 100'

PLAT

SHOWING P.U.E. & WATER LINE EASEMENT
TO BE ACQUIRED

ALESSANDRO BLVD. 50'

CITY OF RIVERSIDE

DRAWN JULY 28, 1960

August 2 1960

Mr. Jerry Hailey
Property Manager
City of Riverside

Dear Mr. Hailey:

This will confirm our telephone conversation of the above date and act as an agreement and permission to install the proposed 14 inch water main across my Riverside property.

It is understood that the City of Riverside shall hereby be granted right of entry and permission to install a 14 inch water main from the City Reservoir, across the property along the line or route as surveyed and staked out on the property and as designated in the Plan and Profile Map prepared by Albert A. Webb Associates 20/6/60.

It is understood that the City of Riverside shall have permission for installation purposes to utilize a 15 foot wide path or route through the property as designated in the above mentioned map.

It is further understood that this permission is of a temporary nature for initial installation only and that The City of Riverside will be granted a permanent 10 foot wide easement over said property under the following conditions:

That the City of Riverside shall pay for the easement on the basis of a pro-rated figure (per centage of an acre) of one third of \$2500 per acre for unimproved property involved and \$3500 for the improved. This figure amounting to \$259.00. In addition the City of Riverside will pay \$50.00 for every citrus or avocado tree destroyed or damaged by said installation.

The permanent easement granted the City of Riverside shall be subject to the following terms and conditions in addition to the above mentioned:

That in the event the proposed extension of Arlington Ave. is constructed through the property as designated in the submitted map or a similar geographic route is used, this 14 inch water main shall run immediately adjacent to this avenue throughout the area where the two shall approximately parallel each other across the property in question.

That within a period of two years from this date, the City of Riverside shall release back to the owner of the property, the 6 inch water line easement now in existence.

That The City shall re-emurse me over and above the \$50.00 a tree basis, for any damage to irrigation lines, irrigations furrows or trenches, water lines, sewer lines and any and all damage to property resulting from its installation and operation activities.

It is understood that payments for trees, damage and easement right of way shall be made within ten days of completion of installation.

yours truly,

8/2/60

Frank Burke
Frank Burke

P. S.

I'm sure it is understood that work on the installation shall be carried on and completed to coincide with dates of grove ~~irrigation~~ irrigation otherwise damage to the grove will result which under the above terms the City will be liable.

RECEIVED
AUG 12 1960

PUBLIC PROPERTY
MANAGEMENT