

WATER LINE EASEMENT

1 THIS INDENTURE, made this 22<sup>nd</sup> day of OCTOBER, 1962  
2 by and between HAWARDIN HILLS, INC., a California corporation, party of the  
3 first part, and the CITY OF RIVERSIDE, a municipal corporation of the State of  
4 California, the party of the second part.

5 WITNESSETH:

6 FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
7 the party of the first part does hereby grant unto the party of the second  
8 part a permanent easement and right-of-way for water mains and water lines  
9 and the necessary appurtenances thereto, on, over, above and under the  
10 following described property:

11 A strip of land 10.0 feet in width within Lots 17 and 21 of  
12 Osborne Heights, as shown on plat on file in Book 12, pages 39,  
13 40 and 41 of Maps, Records of Riverside County, California, lying  
14 5.0 feet on each side of the following described center line:

15 Beginning at a point in the most westerly southwesterly line  
16 of said Lot 21 distant S19°44'E, 6.75 feet along said westerly  
17 southwesterly line from the most westerly corner of said Lot 21;  
18 Thence N28°03'W, 24.11 feet parallel with said most westerly  
19 southwesterly line of Lot 21;

20 Thence northwesterly in a straight line a distance of 604 feet  
21 more or less, to a point in the southeasterly line of Lot B of  
22 Tract No. 2490, as shown on plat on file in Book 45, pages 5, 6, 7 and 8  
23 of Maps, Records of Riverside County, California, last said point being  
24 distant N35°54'E, 25.00 feet along said southeasterly line of Lot B  
25 from the most southerly corner thereof, and last said point being the  
26 end of this center line description.

27 The side lines of the above described 10.0 foot strip shall be  
28 lengthened to terminate southerly in the most westerly southwesterly  
29 line of said Lot 21 of Osborne Heights and northerly in the southeast-  
30 erly line of said Lot B of Tract No. 2490.

31 TOGETHER WITH the right to enter upon and to pass and repass over and  
32 along said parcel 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 where-  
ever necessary for the purpose of constructing, reconstructing, inspecting,  
maintaining, operating or repairing said structures.

Working Easement Clause

33 IT IS ALSO AGREED that during the period of construction of said water  
main structure, contemplated by above written easement right-of-way, the City  
of Riverside, its officers, employees, agents and contractors are hereby per-  
mitted to use a 10 foot strip of land, lying easterly of and contiguous with

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SA/70  
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1 the entire length of the easterly line of above described right-of-way for all  
2 purposes proper and convenient in the construction and installation of said  
3 structure; including the rights of ingress and egress, the temporary deposit  
4 and parking of tools, equipment, machinery, vehicles, materials and supplies  
5 used in the performance of said work, and for similar and related purposes.  
6 The land may be graded for convenient use as a roadway.

7 Ingress to and egress from the granted easements and the herein men-  
8 tioned 10-foot strip of land adjacent thereto across the lands of the owner,  
9 are limited to the existing roads and rights-of-way.

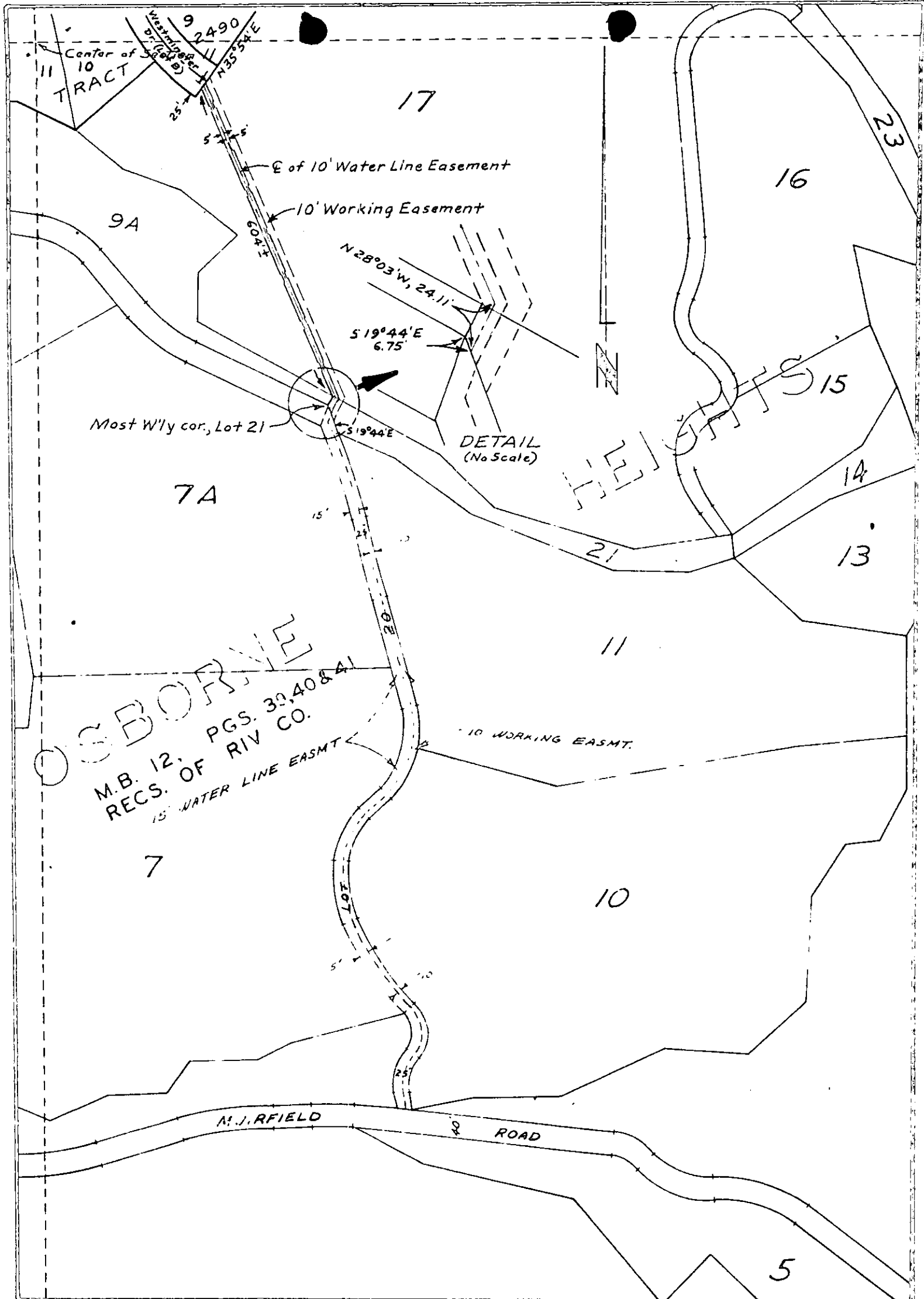
10 Debris and waste material shall not be permitted to accumulate or re-  
11 main in or along the land during the construction period. Upon completion  
12 of construction, the City of Riverside shall remove all debris, waste or  
13 excess material, brush, or other matter or material deposited or placed upon  
14 the land. Excavations, holes or depressions made or permitted shall be filled  
15 or rough graded.

16 During the construction of said structure, the City of Riverside or  
17 its contractors shall exercise ordinary care and diligence in the protection  
18 of fruit, ornamental or other trees, existing irrigation and drainage facili-  
19 ties, but shall be held harmless from liability in the event of damage to  
20 same.

21 This Working Easement permit shall terminate upon completion of the  
22 work of constructing the water main structure.

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

25  
26 HAWARDIN HILLS, INC.  
27 OCT. 26, 1962 (S) WILLIAM A. BUDD (PRES.)  
3247 398  
28  
29 99712 (S) MILTON R. NIMS, JR. (VICE-PRES.)  
WALTER  
30 (S) LEWIS F. PARKER (SEC-TREAS.)  
31  
32



CITY OF RIVERSIDE, CALIFORNIA

PLAT OF PARCEL(S) DESCRIBED  
IN THE ATTACHED DOCUMENT

This plat is solely an aid in locating the parcel(s) described in the  
attached document. It is not a part of the written description therein.

SCALE: 1" = 200' DRAWN 10/5/62 BY AGC SUBJECT TRACT 2490 4455