WATER LINE EASEMENT

THIS INDENTURE, made this 4th day of JANUARY, 1963, BY AND BETWEEN ALBERT R. WEAVERLING and BEVERLY WEAVERLING, husband and wife, 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:

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

That portion of Lot 6 of Oleander Hills, as shown on map on file in Book 35, pages 36 and 37 of Maps, Records of Riverside County, California, described as follows:

A strip of land 10 feet in width lying 10 feet southerly (measured at right angles) of the following described line:

Commencing at the center of the cul-de-sac in the southeasterly end of Lot B (Oleander Court) of said Oleander Hills;

Thence S67°40°20"E, 40.00 feet to a point in the easterly line of said cul-de-sac, said point being the TRUE point of beginning;

Thence N89°48'E, 230.46 feet to an angle point in the easterly boundary of said Lot 6 and the end of this line description. EXCEPT that portion lying within the easement designated as "10' P.U.E." adjoining the easterly boundary of said Lot 6 as shown on said Map of Oleander Hills.

The southerly line of the above described 10 foot strip shall be lengthened to terminate westerly in said easterly cul-de-sac line.

TOGETHER WITH the right to enter upon and to pass and repass over and 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 wherever necessary for the purpose of constructing, reconstructing, inspecting, maintaining, operating or repairing said structures.

Ingress to and egress from the granted easements across the lands of the owner, are limited to the existing roads and rights-of-way.

Debris and waste material shall not be permitted to accumulate or remain in or along the land during the construction period. Upon completion of construction, the City of Riverside shall remove all debris, waste or excess material, brush, or other matter or material deposited or placed upon the land. Excavations, holes or depressions made or permitted shall

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be filled or rough graded.

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

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

JAN.11,1963 3299 546 4076

(S)
Albert R. Weaverling

(5)
Beverly Weaverling

