

APPROVED AS TO FORM

John Woodlee
ASST. CITY ATTORNEY

EASEMENT

RECEIVED FOR RECORD

MAY 8 1964

At Request of

Justice

Recorded in Official Rec

BOOK 3089 PAGE 4

Sec. Records of Riverside County, Calif.

W. U. Taylor

FEES \$

PHOTOGRAPHED
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THIS INDENTURE, made this 10 day of April, 1964

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by and between HENRY E. HEROLD and DOROTHY S. HEROLD, 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:

THAT for a valuable consideration, receipt whereof is hereby acknowledged, said parties of the first part do by these presents grant unto the said party of the second part, its successors and assigns, an easement and right of way for the construction, maintenance, operation, inspection, repair, replacement, and removal of electric lines and cables, including such additional lines as said grantee may from time to time in the future require, upon and by means of one line of poles, with supporting structures, crossarms, wires, anchors, fixtures, and appurtenances, for the transmission of electric energy for any and all purposes for which the same may be used, and communication purposes upon, over, and across that certain real property situated in the County of Riverside, State of California, described as follows:

Approved as to description J. Campbell 9/4/63

Description attached -

A uniform strip of land, 20 feet in width, over, under and across a portion of the southeast quarter of Section 18, Township 3 South, Range 4 West, San Bernardino Base and Meridian, more particularly described as follows:

A strip of land, 20 feet in width, lying a right angular distance of 10 feet on each side of the following described line;

Beginning at a point in the west line of the southeast quarter of said Section 18, distant thereon North 00°00'15" West, 594.4 feet from the south quarter corner of said Section 18;

Thence North 76°56'44" East (recorded South 77°02'38" West), parallel with and 10 feet southerly of, measured at a right angle, the southerly line of that certain 16.5 foot wide right of way conveyed to Southern California Gas Company and Southern Counties Gas Company of California by deed recorded September 13, 1947 in Book 847, page 476, Official Records of Riverside County, a distance of 223.70 feet;

Thence North 73°22'28" East (recorded South 73°26'08" West), continuing parallel with and 10 feet southerly of the said 16.5 foot wide right of way, a distance of 781.25 feet, ending in the easterly line of Parcel 1, as shown on map of a Survey on file in Book 40, page 26, Records of Survey, Records of Riverside County, said ending being north 73°04' West, 29.69 feet from the southeasterly terminus of that certain course shown on the above mentioned Record of Survey as being North 73°04' West, 71.00 feet.

The side lines of said strip shall be lengthened or shortened to terminate on their adjoining courses and westerly on the west line of the southeast quarter of Section 18, and easterly on the easterly line of Parcel 1 as shown on the above mentioned Record of Survey.

Basis of bearings for this description being based upon the above-mentioned Record of Survey filed in Book 40, page 26, Records of Survey, Records of Riverside County.

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County of the State of California, the party of the second part

WITNESSETH:

THAT for a valuable consideration, receipt whereof is hereby acknowledged, said parties of the first part do hereby agree to grant

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TOGETHER WITH the right of entry upon said premises over and as which said easement and right of way is granted, for the purposes of

installing, maintaining and repairing said poles, lines, wires and equipment; provided, however, that the grantor s reserve the right to use and enjoy the land over which said easement and right of way 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 and right of way.

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

SUBSCRIBED AND SWORN TO BEFORE ME THIS

10th day of April 1964

R. M. Pelleriti
(Signature)

R. M. PELLERITI

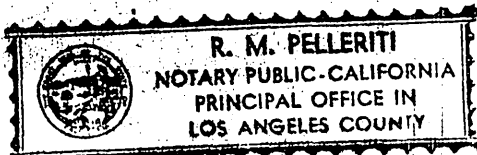
(Print or type notary's name)

Notary Public in and for the State of California,
with commission issued for the County of

Los Angeles

My Commission Expires January 6, 1968

Henry R. Herold
Henry R. Herold
Dorothy S. Herold
Dorothy S. Herold



STATE OF CALIFORNIA,

County of Los Angeles } ss.

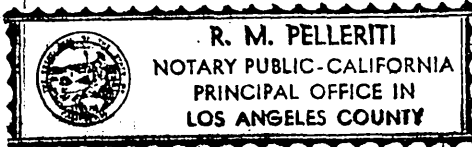
ON April 10, 1964, before me,
the undersigned, a Notary Public in and for said State, personally appeared

HENRY R. HEROLD
DOROTHY S. HEROLD

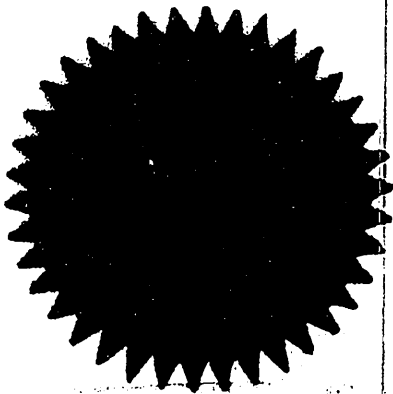
known to me,
to be the person s whose name s ARE subscribed to the within
Instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

R. M. Pelleriti



R. M. PELLERITI
NAME (TYPED OR PRINTED)
Notary Public in and for said State.
My Commission Expires January 6, 1968



ACKNOWLEDGMENT - GENERAL - WELCH'S FORM 255, REV. 5-55

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CONSENT TO RECORDEATION

I HEREBY CERTIFY that the interest in real property

conveyed by the Deed or Grant dated 4-10-63

From: Henry R. Herold & Dorothy S. Herold

For: Prop. Sec. 11735, R. H. S. P. & M.

to the City of Riverside, a municipal corporation, is hereby accepted for and on behalf of said City pursuant to Resolution of the City Council thereof recorded on 12-3-58 in Bk. 2374 O.R. pg. 339 Et Seq. Riverside County Records, and the Grantees hereby consent to recordation of this instrument through the undersigned.

Dated 5-8-64

J. H. Hartley
Property Management Officer

RECORDED MAY 3 1964
BOOK 3689 PAGE 42
OFFICIAL RECORDS, RIV. CO.
INSTRUMENT NO. 57340

APPROVED AS TO FORM

ASST. CITY ATTORNEY

A G R E E M E N T

We, the undersigned, as Grantors, as our individual interests appear, do hereby grant to the City of Riverside, a municipal corporation of the State of California, the right to repair, maintain, operate and use existing private roads over, upon and across lands owned by said Grantors.

There is also granted the right to grade and reconstruct said existing private roads as may be necessary to properly repair, maintain, operate and use said existing private roads.

There is also granted the right to construct, maintain, repair, operate and use roads, 20 feet in width, over, upon and across lands owned by said Grantors, said roads to be connector roads from the said private roads to the transmission lines to be constructed, operated, maintained and repaired over, upon and across Sections 13, 23 and 24, T3S, R5W, S.B.B. & M., and Section 32, T2S, R4W, S.B.B. & M. and Sections 5, 8, 17 and 18, T3S, R4W, S.B.B. & M.; said connector roads shall be constructed only when necessary to properly construct, operate, maintain and repair the said transmission lines.

The said Grantors reserve the right of reasonable use and enjoyment of private roads and said connector roads in common with the Grantee with the understanding, however, that the said Grantee shall assume no liability in connection with use made of said roads by others.

It is understood that Grantors and/or Grantee may construct, repair or maintain said roads in such a manner or with such materials as they deem feasible. However, neither party is hereby obligated to construct, maintain or continue to maintain said roads.

There is also granted the right to place, move, remove and store materials and equipment on sites adjacent to said connector roads during periods of transmission line construction, with the understanding that upon termination of said construction, all remaining materials and equipment shall be removed from said sites by the Grantee, its agents, employees or assigns and all such sites shall be returned to their original condition.

There is also granted the right to remove fencing as necessary for said construction with the understanding, however, that at all times adequate measures for the prevention of the straying of livestock shall be taken and upon termination of said

construction, all such removed fencing shall be replaced in its original position and condition.

The rights hereby granted by this agreement may be exercised by the Grantee, its agents, employees or assigns.

Upon development of the area which provides suitable access to the said transmission lines by public roads, this Agreement in whole, or in part, shall be vacated upon request by the Owners of Record.

~~SEE RECORDED COPY~~ description of land covered by this Agreement:

That portion of the southeast quarter of Section 18, T.3S., R.4W., S.B.B. & M. shown as Parcel 1 on plat of a Record of Survey on file in Book 40, page 26, Records of Surveys, Riverside County records.

*Approved as to description
Dor Campbell 3/12/64*

IN WITNESS WHEREOF the said Grantors have executed the above instrument on this 10th day of April, 1964.

SUBSCRIBED AND SWORN TO BEFORE ME THIS

10th day of April, 1964

R. M. Pelleriti
(Signature)

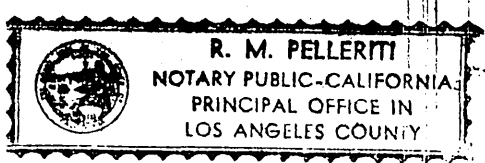
R. M. PELLERITI

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+ 200 3/10/64

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