

AGREEMENT

APPROVED AS TO FORM

John Woodley
 ASST. CITY ATTORNEY

5122

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 attached for description of land covered by this Agreement.

An easement and right of way for roadway purposes, 16.5 feet in width, said right of way overlying that road right of way conveyed to Southern California Gas Company and Southern Counties Gas Company of California by Deed recorded March 14, 1951, in Book 1252, at page 494 thereof, Official Records of Riverside County, the centerline of said right of way being more particularly described as follows:

Beginning at a point in the easterly line of the northwest quarter of Section 24, Township 3 South, Range 5 West, San Bernardino Base and Meridian, distant thereon South 0°03'05" West, 516.63 feet from the north quarter corner of said Section 24;

Thence South 82°19'05" West, 82.50 feet;

Thence South 64°06'05" West, 92.79 feet to a point in the westerly line of the east 5 acres of the northeast quarter of said northwest quarter, distant thereon South 0°03'06" West, 566.70 feet from the northwest corner thereof.

desc. - BP 5/19/64

Approved as to description J. J. [unclear] 6/5/64

IN WITNESS WHEREOF the said Grantors have executed the above instrument on this 24 day of August, 1964.

George Mitchell
George Mitchell

CONSENT TO RECORDATION

THIS IS TO CERTIFY that the interest in real property,

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STATE OF CALIFORNIA,

County of Santa Clara } ss.

RECORDED SEP. 11 1964

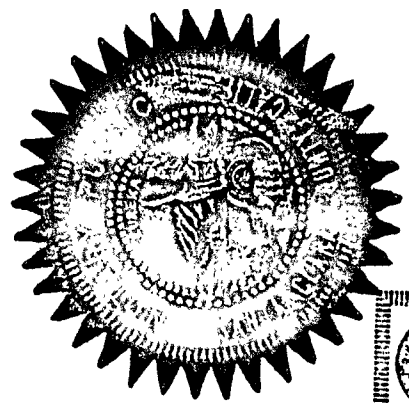
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OFFICIAL RECORDS, S.F. CO.

INSTRUMENT NO. 111231

ON AUG 24 1964, 19, before me, the undersigned, a Notary Public in and for said State, personally appeared

George Mitchell, known to me, to be the person whose name subscribed to the within Instrument, and acknowledged to me that he executed the same. WITNESS my hand and official seal.

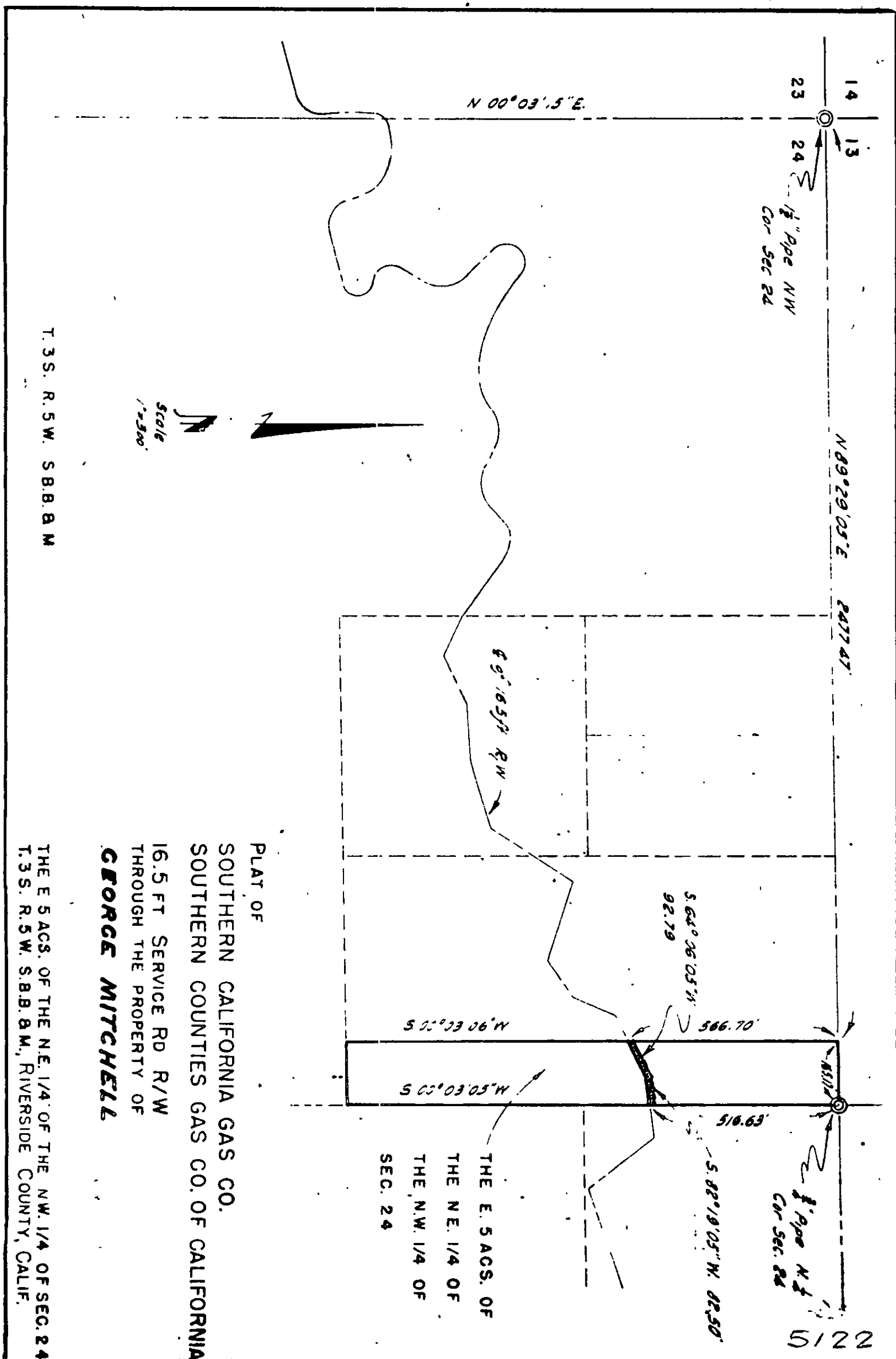


ERNEST R. CAMARA
NOTARY PUBLIC
Santa Clara County, Calif.

Ernest R. Camara
NAME (TYPED OR PRINTED)
Notary Public in and for said State.
ERNEST R. CAMARA
MY COMMISSION EXPIRES JANUARY 3, 1967

10/5/64

5122



Scale
1"=500'



T. 3 S. R. 5 W. S. 8 B. 8 M

PLAT OF
SOUTHERN CALIFORNIA GAS CO.
SOUTHERN COUNTIES GAS CO. OF CALIFORNIA
16.5 FT SERVICE RD R/W
THROUGH THE PROPERTY OF
GEORGE MITCHELL

THE E 5 ACS. OF THE N.E. 1/4 OF THE N.W. 1/4 OF SEC. 24
T. 3 S. R. 5 W. S. 8 B. 8 M., RIVERSIDE COUNTY, CALIF.

THE E. 5 ACS. OF
THE N.E. 1/4 OF
THE N.W. 1/4 OF
SEC. 24

5122

111231

2215

PHOTOSTATED
COMPARED
By *Jerilyn
Coutner*

RECEIVED FOR RECORD

SEP 11 1964

35 Min. Part *10* o'clock
At Request of *C. W. DeLoach*
Recorded in Official Records

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Et. Sec., Records of Riverside County, California

C. W. DeLoach
FEEES \$ *None*

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