

EASEMENT

City Copy  
APPROVED AS TO FORM

Heal Jones

DEPUTY CITY ATTORNEY 5956

5956

THIS INSTRUMENT, made this 29<sup>th</sup> day of March, 1966  
by and between MARBRAE CORPORATION, a California corporation, who acquired  
title as WINMAR-BRAUN CORPORATION, a Delaware corporation, 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 perpetual  
easement and right of way for the construction, reconstruction, maintenance,  
operation, inspection, repair, replacement and removal of a pipe line  
together with all necessary appurtenances, in, under, upon, over, and along  
that certain real property situated in the County of Riverside, State of  
California, described as follows:

A strip of land 28.5 feet in width, being a portion of  
Lot 3, Block 65 of the 160 acre survey of the Rancho San  
Bernardino as per plat recorded in Book 7 of Maps, page 2 thereof,  
Records of San Bernardino County, the Southerly line thereof  
being described as follows:

Howard A. Culver

Beginning at the Southeasterly corner of said Lot 3;  
Thence S 89° 44' W along the Southerly line of said Lot 3  
a distance of 1468.47 feet to the intersection of said Southerly  
line with the Southwesterly prolongation of the Southeasterly  
line of that certain easement, as granted to the City of  
Riverside by Ambrose Hunt and Mabel L. Hunt and recorded in Book  
636 page 107 of Deeds, Records of San Bernardino County, California,  
said Southeasterly line projected shown on said easement as having  
a bearing of S 69° 11' W, said intersection being the end of this  
Southerly line description.

TOGETHER WITH the right to clear and keep clear said easement and  
right of way from any structures or trees, to enter upon and pass and repass  
over and along said real property, 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 officers, agents and  
employees, whenever and wherever necessary for the purpose of constructing,  
reconstructing, maintaining, operating, inspecting, repairing, replacing, and  
removing said pipe line. Provided, however, that the grantor reserves 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.

CITY PROPERTY IN

SAN BERNARDINO COUNTY RECORDS BOOK 1110 PAGE 450  
THIS INSTRUMENT WAS RECORDED IN SAN BERNARDINO COUNTY RECORDS BOOK 1110 PAGE 450

(NOT POSTED)  
HB

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It is also agreed that during the period of construction of said pipe line, the City of Riverside, its officers, employees, agents and contractors are hereby permitted to use a 15 foot wide strip, being a portion of Lot 3 Block 65 and Lot 8 Block 64 of Rancho San Bernardino, as per plat recorded in Book 7 of Maps, at page 2 thereof, Records of San Bernardino County, California, the Southerly line thereof being described as follows:

Beginning at a point in the Easterly line of said Lot 3, Block 65 which is 28.5 feet Northerly as measured at right angles from the Southerly line of said Lot;

Thence S 89° 44' W parallel with the Southerly line of said Lot 3, Block 65 and Lot 8, Block 64, a distance of 3205 feet to the end of this Southerly line description.

The construction easement to be used for all purposes proper and convenient in the construction and installation of said pipe line, including the rights of ingress and egress, the temporary deposit of tools, equipment, machinery, vehicles, materials and supplies used in the performance of said work and for similar and related purposes.

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, and with the exception of vegetation return the surface as near as possible to its condition before construction.

During the construction of said pipe line, 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, and growing crops, ~~but shall be held harmless in event of damage to same.~~ *on up*

This construction easement shall terminate upon completion of the work of constructing said structure or on the first day of January, 1967, whichever first occurs.

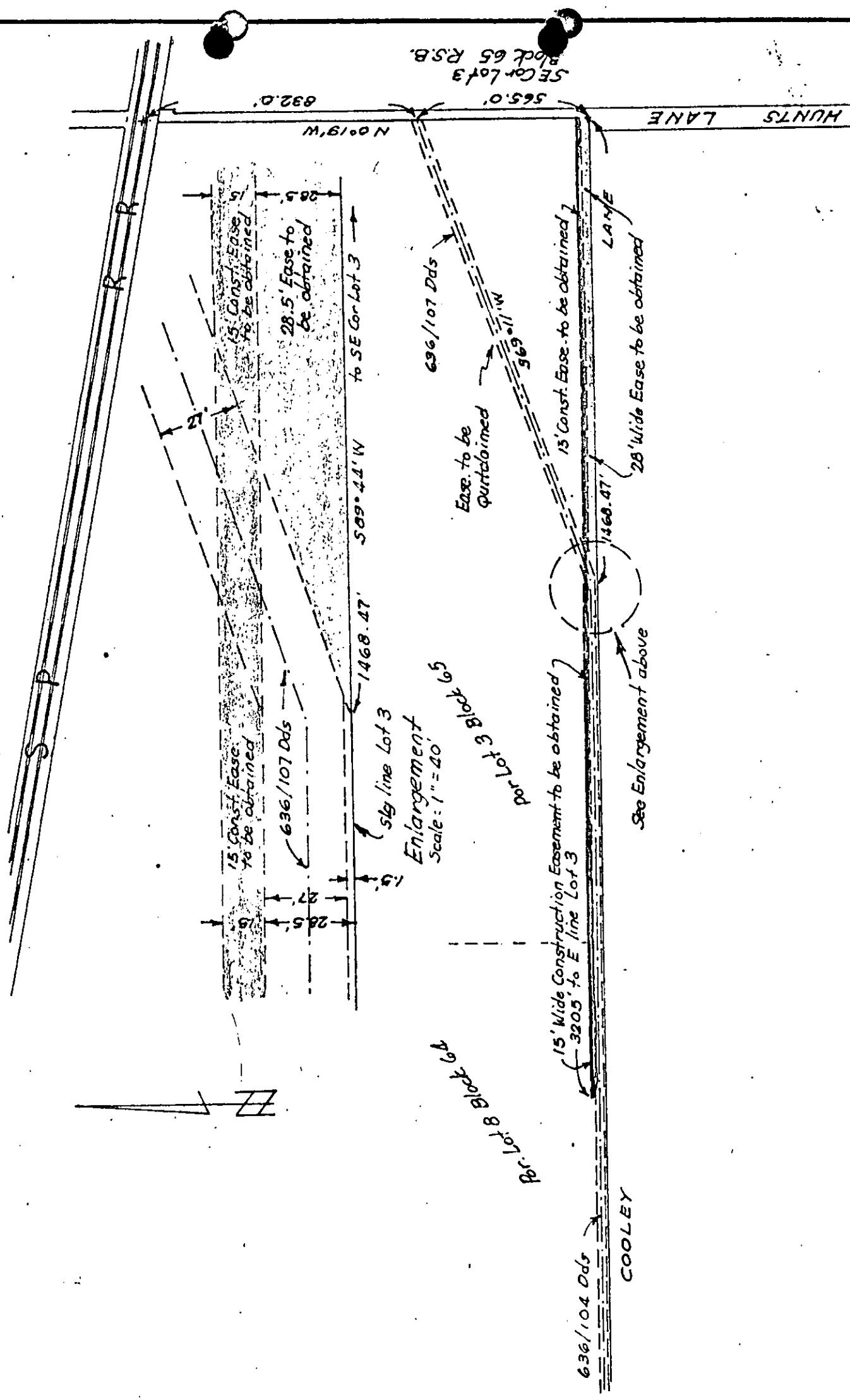
IN WITNESS WHEREOF the said parties of the first part have hereunto executed the within instrument the day and year first above written.

MARBRAE CORPORATION, a California corporation.

By *J. McConnaughy* *President*

By *Clifford V. Perrine* *Asst Secretary*

97271



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" = 400'

DRAWN 3/1/66 BY HLP

SUBJECT

5956

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RECEIVED FOR RECORD

SEP 30 1966

50 Min. Past        o'Clock        M

At Request of

*[Signature]*  
Recorder in Official Records  
of Riverside County, California

*W.H. Daugh*

Recorder

FEE \$

*[Signature]*

INDEXED

*[Signature]*