Res. 44682
1124/566

#2102

EASEMENT

THIS INSTRUMENT, made this 5th day of October, in the year of our Lord, Nineteen hundred and forty-nine, between FLORENCE CHARLTON, 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 said party of the first part, for and in consideration of the sum of One Dollar ($1.00), lawful money of the United States of America, to her in hand paid by the party of the second part the receipt whereof is hereby acknowledged, does by these presents grant unto said party of the second part, a perpetual easement and right-of-way for the construction, reconstruction, inspection, maintenance, operation and repair of STORM DRAIN, hereinafter termed "structure", in, under and along that certain parcel of land in the City of Riverside, County of Riverside, State of California, described as follows, to-wit:

> That portion of the westerly 20 feet of the northeast quarter of the northwest quarter of Section 34, Township 2 South, Range 5 West, San Bernardino Base and Meridian more particularly described as lying 5 feet on either side of the following described center-line:
>
> Beginning at a point in the southerly line of that parcel of land conveyed by deed recorded in Book 555, of Deeds, page 356, Records of Riverside County, California, said point being 15 feet easterly and measured at right angles from the easterly line of Brockton Avenue; thence northerly parallel to the easterly Brockton Avenue and 15 feet easterly therefrom, a distance of 493.85 feet; thence northwesterly at an angle of 45° left from the before described line, a distance of 21.20 feet more or less to an intersection with the easterly line of Brockton Avenue.

TOGETHER WITH the right to enter upon and to pass and repass over and along said strip 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 structure.

IT IS UNDERSTOOD that the party of the first part does hereby waive any claim for any and all damages to the real property owned by the party of the first part contiguous to the lands hereby covered by this easement, by reason of the location, construction or maintenance of said structure.

IN CONSIDERATION of the foregoing grant, the party of the second part hereby agrees that in the event said structure is constructed, same shall be constructed in a first-class, workmanlike manner.

IN WITNESS WHEREOF, the said party of the first part has hereunto executed the within instrument the day and year first above written.

/s/

/s/ W. J. Brand
Witness

EASEMENT

THIS INSTRUMENT, made this 5th day of October, in the year of our Lord, Nineteen hundred and forty-nine, between FLORENCE CHARLTON 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 said party of the first part, for and in consideration of the sum of One Dollar ($1.00), lawful money of the United States of America, to her in hand paid by the party of the second part the receipt whereof is hereby acknowledged, does by these presents grant unto said party of the second part, a perpetual easement and right-of-way for the construction, reconstruction, inspection, maintnance, operation and repair of STORM DRAIN, hereinafter termed "structure", in, under and along that certain parcel of land in the City of Riverside, County of Riverside, State of California, described as follows, to-wit:

That portion of the westerly 20 feet of the northeast quarter of the northwest quarter of Section 34, Township 2 South, Range 5 West, San Bernardino Base and Meridian more particularly described as lying 5 feet on either side of the following described center-line:

Beginning at a point in the southerly line of that parcel of land conveyed by deed recorded in Book 555, of Deeds, page 356, Records of Riverside County, California, said point being 15 feet easterly and measured at right angles from the easterly line of Brockton Avenue; thence northerly parallel to the easterly Brockton Avenue and 15 feet easterly therefrom, a distance of 493.85 feet; thence northwesterly at an angle of 45° left from the before described line, a distance of 21.20 feet more or less to an intersection with the easterly line of Brockton Avenue.

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

IN CONSIDERATION that the party of the first part does hereby waive any claim for any and all damages to the real property owned by the party of the first part contiguous to the lands hereby covered by this easement, by reason of the location, construction or maintenance of the structure.

IN CONSIDERATION of the foregoing grant, the party of the second part hereby agrees that in the event said structure is constructed, it shall be constructed in a first-class, workmanlike manner.

IN WITNESS WHEREOF, the said party of the first part has hereunto executed the within instrument the day and year first above written.

/s/

/s/ [illegible]
Witness