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GRANT OF EASEMENT
(SANTA ANA OUTFALL SEWER)

ROBERT G. HEERS and MARGARET HEERS, husband and wife, each to the extent of their interest and without warranty of title, grant to the CITY OF RIVERSIDE, a municipal corporation of the State of California, a perpetual right of way easement to excavate and grade for, lay, construct, maintain, use, operate, reconstruct, enlarge, improve, replace, repair, inspect, patrol, remove and abandon in place, one or more sewers to be laid underground, with manholes, connections, drainage structures and appurtenant structures, now or hereafter proper and convenient for collecting, conducting and carrying sewage, in, under and along the following described real property situate in the County of Riverside, State of California, described as follows:

A sanitary sewer easement with a uniform width of 32 feet, whose northerly line shall be a perpendicular distance of 22 feet and whose southerly line shall be a perpendicular distance of 10 feet from the following described base-line:

Commencing at a point on the northeasterly line of the one hundred (100) foot right of way of the Los Angeles and Salt Lake Railroad Company and its lessee, Union Pacific Railroad Company as conveyed by the Riverside Land and Irrigating Company by deed recorded in Book 147, page 354 of Deeds, records of Riverside County, California. Said point bears southeasterly along said northeasterly line of said 100 foot right of way a distance of 203.99 feet from the most westerly corner of Lot 2 of Evans Rio Rancho as shown by map on file in Book 10, pages 52, 53 and 54 of Maps, Records of Riverside County, California;

Thence South 60° 24' 52" East over and across a portion of said Lot 2 of said Evans Rio Rancho, a distance of 150.02 feet;

Thence South 73° 33' 45" East, a distance of 166.24 feet;

Thence South 89° 37' 08" East, a distance of 614.84 feet;

Thence South 66° 21' 19" East a distance of 541.92 feet;

Thence South 35° 06' 40" East a distance of 615.27 feet;

Thence South 35° 08' 21" East, a distance of 586.55 feet;

Thence South 62° 53' 49" East a distance of 194.08 feet;

1 Thence North 86° 28' 37" East, a distance of
2 368.67 feet;

3 Thence North 67° 11' 01" East a distance of
4 180.03 feet;

5 Thence North 86° 34' 44" East, a distance of
6 553.35 feet;

7 Thence North 68° 16' 45" East a distance of
8 193.03 feet to the most northerly corner of Lot 15
9 of El Rio Rancho, as shown by map on file in Book
10 29, at page 42 of Maps, records of Riverside County,
11 California;

12 Thence said base-line continues North 68° 16'
13 45" East along the northerly lines of said El Rio
14 Rancho a distance of 250.22 feet;

15 Thence North 55° 20' 31" East a distance of
16 427.41 feet;

17 Thence South 66° 56' 38" East a distance of
18 265.00 feet;

19 Thence North 89° 03' 37" East a distance of
20 365.04 feet;

21 Thence North 84° 57' 26" East a distance of
22 375.84 feet to a point on the northwesterly line of
23 Grand Avenue Tract as shown by map on file in Book
24 6, at page 77 of Maps, records of Riverside County,
25 California;

26 Thence continuing North 84° 57' 26" East over
27 and across a portion of said Grand Avenue Tract a
28 distance of 155.32 feet;

29 Thence North 59° 29' 45" East a distance of
30 72.40 feet to a point on the northerly line of said
31 Grand Avenue Tract which bears South 77° 03' 26"
32 West (recorded South 77° 06' West) a distance of
33 136.43 feet from the most northerly corner of said
34 Grand Avenue Tract;

35 Thence said base-line of said uniform strip of
36 land 32 feet in width continues North 59° 29' 45" East
37 over and across a portion of Lot 3 of said Evans Rio
38 Rancho a distance of 488.40 feet;

39 Thence North 35° 14' 25" East a distance of 288.95
40 feet to a point on the southeasterly line of said Lot 3;
41 said point bears North 23° 19' East (recorded North
42 23° 06' East) a distance of 265.72 feet from the south-
43 erly terminus of that certain course delineated as
44 "N 23° 06' E 451.5 feet" on map of said Evans Rio
45 Rancho;

46 The northerly and southerly side lines of said
47 easement shall be lengthened or shortened to terminate
48 with the respective side lines of their adjoining
49 courses, also the side lines of said easement shall be
50 lengthened or shortened to terminate westerly on the
51 northeasterly line of the said 100 foot right of way
52 and easterly on the said southeasterly line of Lot 3,
53 Evans Rio Rancho, delineated as "N 23° 06' E 451.5
54 feet" on map of said Evans Rio Rancho.

55 Together with the right of Grantee, its officers, employees,
56 agents, and independent contractors to enter upon and to pass and
57 repass over and along said easement, for all purposes reasonably
58 incidental to the rights herein granted.

1 To the extent of their interest, and without warranty
2 of title, the Grantors hereby grant to the City of Riverside,
3 in addition to the above described rights, a temporary con-
4 struction period right of way easement, for a term which shall
5 expire October 31, 1958, over and along a strip of land 20 feet
6 in width lying northerly of and adjacent to the northerly,
7 westerly and/or northwesterly line of the right of way easement
8 heretofore granted, for use by the Grantee, its officers, em-
9 ployees, agents and independent contractors for ingress to and
10 from the right of way easement heretofore granted for all pur-
11 poses reasonably required for the construction and completion
12 of the sewer thereon, and also for the deposit of tools, equip-
13 ment, machinery, vehicles, materials and supplies reasonably
14 required in the performance of said work.

15 PROVIDED, however, that the within easements are granted
16 subject to the following conditions:

17 1. The Grantors reserve all rights not expressly granted
18 or reasonably implied herein, including without limitation the
19 right to make such use of the surface of the land as will not
20 interfere with or impair the exercise of the rights of use
21 granted hereby, and to pass over and along said easements.

22 2. The facilities of the Grantee shall be installed
23 by the Grantee at the Grantee's expense and at no cost whatsoever
24 to the Grantors.

25 3. Upon completing any construction or repair of its
26 facilities on said easements, the Grantee shall restore any
27 fences, sprinkling lines, grass or other improvements that have
28 been damaged and shall leave the surface in a neat and present-
29 able condition; and the Grantee shall not use the surface of
30 the said easements for the storage of any equipment or material
31 of any kind except during the periods of actual construction or
32 repair.

1 4. The Grantors may construct and maintain such
2 fences on the right of way easements as are reasonably in-
3 cidental to the care and control of horses and other animals,
4 and to prevent unauthorized persons from entering upon the
5 right of way; provided that suitable gates along the align-
6 ment of the service road be installed and maintained by the
7 Grantors at their own expense, and that the Grantee be pro-
8 vided with duplicate keys. The Grantee shall cause gates
9 which were opened and/or unlocked by its employees and agents
10 to be closed and/or locked immediately after passing through.
11 The Grantee shall promptly repair any such fences or gates
12 broken by it in the course of construction and maintenance,
13 inspection or other use of the within easements.

14 5. The Grantee may remove fences and structures from
15 the temporary right of way easement during the term thereof, and
16 do such grading as may be required to make the right of way
17 available for use for the permitted purposes. Upon the expir-
18 ation of the term of the temporary right of way easement, the
19 Grantee shall promptly, at its own expense, replace any fences
20 or structures which were removed and shall restore the surface
21 of the temporary right of way easement to substantially the
22 grades existing at the time of entry thereon by the Grantee.

23 6. The Grantee shall indemnify and hold the Grantors
24 harmless against any and all loss, damage, liability, claims,
25 demands, or causes of action resulting from injury or harm to
26 person or property arising out of or in any way connected with
27 the Grantee's use of the easements hereunder.

28 7. The easements granted herein are subject to condi-
29 tions, restrictions, reservations, exceptions, encumbrances,
30 rights and easements of record.

31 8. The recording of this grant of easement with
32 resolution of acceptance will constitute the acceptance of the

1 grant and the terms and conditions thereof.

2 9. The consideration for this grant of easement, which
3 is in the agreed amount of Two Hundred Dollars (\$200.00), con-
4 templates an underground outfall sewer, with manholes and ap-
5 purtenant surface structures shown on the plans for the ori-
6 ginal construction thereof, and a patrol or maintenance road.
7 The Grantors are not precluded by this grant from prosecuting
8 valid claims for any additional severance damages caused to
9 land then owned by them by the future construction above the
10 surface of the land of additional structures other than man-
11 holes.

12 IN WITNESS WHEREOF, the Grantors have executed the
13 within grant of easements this 14th day of April, 1958.

14
15
16 Robert G. Heers
Robert G. Heers

17
18 Margaret Heers
19 Margaret Heers

20 STATE OF CALIFORNIA)
21) ss
COUNTY OF SAN BERNARDINO

22 On this 14th day of April, 1958, before me Eileen Operini
23 a Notary Public in and for said county and state, personally ap-
24 peared Robert G. Heers and Margaret Heers, known to me to be the
25 persons whose names are subscribed to the within instrument, and
26 acknowledged to me that they executed the same.

27 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
28 my official seal the day and year in this certificate first above
29 written.

30
31 Eileen Operini

32 Notary Public in and for said county
and State

3/28/58
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-5- My Commission Expires May 10, 1959

(SEAL)

D.P. Jerry

Heers

Condemnation

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RESOLUTION NO. 8038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERSIDE, CALIFORNIA, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION AND TAKING OF A RIGHT OF WAY EASEMENT OVER THE HEREIN DESCRIBED LAND FOR THE CONSTRUCTION OF A SEWER FOR THE PURPOSE OF SEWERAGE OF THE CITY OF RIVERSIDE.

(SANTA ANA RIVER OUTFALL SEWER-HEERS PROPERTY)

BE IT RESOLVED by the City Council of the City of Riverside that it be and is hereby found, determined and declared by the legislative body of said City of Riverside:

That the public interest and necessity require the acquisition, construction and completion by said City of Riverside of a public improvement, namely, an outfall sewer with manholes and appurtenant work as a part of the sewer system for the sewerage of the City of Riverside, in, upon, over and across the hereinafter described parcels of real property in said City; and

That said public improvement is planned and located in the manner which will be compatible with the greatest public good and least private injury; and

That the public interest and necessity require the acquisition and taking for and in connection with said public use and purpose and improvement of a perpetual right of way easement in, upon, over and across the land in the City of Riverside, County of Riverside, State of California, which right of way easement and land are described as follows:

A perpetual right of way easement to excavate and grade for, lay, construct, maintain, use, operate, reconstruct, enlarge, improve, replace, repair, inspect, patrol, remove and abandon in place, one or more sewers with manholes, connections and appurtenant structures, drainage structures, tunnels and fills, now or hereafter proper and convenient for collecting, conducting and carrying sewage, upon, over and across the following described

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CITY OF RIVERSIDE

1 real property situate in the County of Riverside, State of
2 California, and described as follows:

3 The portion of Lot 2 of Evans Rio Rancho, as shown
4 on the map on file in Map Book 10, pages 52, 53 and
5 54, Riverside County Records, consisting of a strip
6 of land of the uniform width of 22 feet lying along,
7 adjacent and contiguous to the northerly lines of
8 Lots 7, 8, 9, 10, 11 and 12, and the northwesterly
9 lines of Lots 13 and 14 of El Rio Rancho, as shown
10 on the map on file in Map Book 29, page 42, River-
11 side County Records.

12 Together with a right of the City of Riverside, its of-
13 ficers, employees, agents and independent contractors, to
14 enter upon and to pass and repass over and along the right
15 of way easement herein granted, on foot or with teams, trucks,
16 automobiles, tractors and other mobile equipment, for all
17 purposes in the exercise and enjoyment of the right of way
18 easement; together with the right to deposit tools, equipment,
19 machinery and materials convenient therefor.

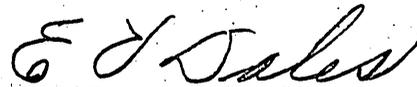
20 That the public interest and necessity also require the
21 acquisition and taking of a temporary construction period
22 right of way easement for a term which will expire on October
23 31, 1958, over and along a strip of land 20 feet in width
24 lying along, adjacent and contiguous to the northerly, north-
25 easterly and northwesterly side lines of the above described
26 strip of land 22 feet wide over which the perpetual right of
27 way easement is sought to be taken, for use by the City of
28 Riverside, its officers, employees, agents and independent con-
29 tractors for ingress to and egress from the perpetual right of
30 way easement above described for all purposes proper and con-
31 venient for the construction and completion of the sewer thereon,
32 and also for the deposit of tools, equipment, machinery, vehicles,
materials and supplies convenient and proper for the performance
of said work.

BE IT FURTHER RESOLVED that the City Attorney of the City
of Riverside be, and he is hereby authorized and directed to

1 prepare and prosecute such proceedings in the name of the City
2 of Riverside, in the Superior Court of the State of California,
3 in and for the County of Riverside, or any other court having
4 jurisdiction thereof, as are necessary for the acquisition of
5 the right of way easement in the real property and parcel of
6 land herein described, by condemnation in accordance with the
7 provisions of the Code of Civil Procedure, and the Constitution
8 of the State of California, relating to eminent domain; and to
9 make application to said Court for an order fixing the amount
10 of such security in the way of money deposits as said Court
11 may direct as the basis of an order for immediate possession;
12 and for an order permitting plaintiff to take immediate possession
13 of said real property for use in the construction and completion
14 of the said sewer.

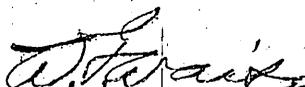
15 BE IT FURTHER RESOLVED that the City Attorney, Controller
16 and Treasurer of the City of Riverside be, and they are, hereby
17 authorized and directed to make deposit of such amount of money
18 out of proper funds of the City of Riverside as is fixed and
19 determined by order of said Superior Court; and also to deposit
20 such amounts of money as jury fees, reporter fees and other
21 court costs as may be ordered from time to time by said Court.
22

23 ADOPTED by the City Council and signed by the Mayor and
24 attested by the City Clerk this 7th day of January, 1958.
25
26

27 

28 Mayor of the City of Riverside

29
30 Attest:

31 

32 City Clerk of the City of Riverside

1 I, W. G. Waite, City Clerk of the City of Riverside,
2 California, hereby certify that the whole number of the
3 members of the City Council of said City is seven (7), and
4 that the foregoing resolution was duly and regularly introduced
5 and adopted by the City Council of said City by the affirmative
6 vote of seven (7) Councilmen, being more than two-thirds
7 thereof, at its adjourned regular meeting held on the 7th day
8 of January, 1958, by the following vote, to-wit:

9 Ayes: Councilmen Backstrand, Bergin, Bonnett, Johnson, O'Neill,
10 Smutz and Voris.

11 Nocs: None.

12 Absent: None.

13 IN WITNESS WHEREOF I have hereunto set my hand and affixed
14 the official seal of the City of Riverside this 7th day of
15 January, 1958.

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18 _____
19 City Clerk of the City of Riverside
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RESOLUTION NO. 8173

RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF RIVERSIDE, CALIFORNIA, ACCEPTING A GRANT
OF EASEMENT

BE IT RESOLVED, that a Grant of Easement, dated April 14, 1958,
executed by Robert G. Heers and Margaret Heers, granting to the City of Riverside,
a municipal corporation, a perpetual right of way easement to excavate and grade
for, lay, construct, maintain, use, operate, reconstruct, enlarge, improve,
replace, repair, inspect, patrol, remove and abandon in place, one or more sewers
to be laid underground for collecting, conducting and carrying sewage in, under
and along the property being more particularly described in said Easement, be,
and the same is hereby, officially accepted.

ADOPTED by the City Council, signed by the Mayor and attested by the
City Clerk this 15th day of April, 1958.

E J Sales

Mayor of the City of Riverside

ATTEST:

W G Waite

City Clerk of the City of Riverside

I, W. G. Waite, City Clerk of the City of Riverside, California,
hereby certify that the foregoing resolution was duly and regularly introduced
and adopted by the City Council of said City, at its meeting held on the 15th
day of April, 1958, by the following vote:

Ayes: Councilmen Backstrand, Bergin, Bonnett, Johnson, and O'Neill.

Noes: None.

Absent: Councilmen Smutz and Voris.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the
official seal of the City of Riverside, California, this 15th day of April, 1958.

W G Waite

City Clerk of the City of Riverside.