

PHOTOCOPIED
By [Signature]
EASEMENT

APPROVED AS TO FORM
[Signature]
ASST. CITY ATTORNEY
4890
28957

RECORDED FOR RECORD
MAR 6 1964

Recorded in Official Records
BOOK 3630 PAGE 569
Grantee
At Request of [Signature]
1/2 Min. Past 2 o'clock

Seq. Records of Riverside County, California
W.D. [Signature]
INDEXED

INDENTURE made this 25th day of Feb., 19 64

and between HAYES HERTFORD and ARDIS HERTFORD, 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:

See description attached -

This easement is granted upon the following terms and conditions and reserving to the Grantor the rights, privileges and interests as hereinafter set forth:

(a) Except for the interests expressly granted to the Grantee by this instrument, Grantor reserves to himself all right, title and interest in and to the above-described property, including but not limited to the right to fully utilize and enjoy said property for any and all purposes, provided that such use or enjoyment does not obstruct or otherwise prevent the reasonable use of said easement by Grantee for the purposes described hereinabove.

(b) Grantee shall have the right to cut brush and trim or remove trees from said easement as may be reasonably necessary; provided, however, that Grantee may not cut, trim, remove or in any way damage citrus trees or other growing crops on the property without the prior written consent of the Grantor.

poles, wires, crossarms, supports or other facilities placed on said

That portion of Lot 14, Block 32, as shown on map of a Resubdivision of Block 32 of Arlington Heights, on file in Book 1, page 37 of Maps, Records of Riverside County, California, described as follows:

A uniform strip of land, 10 feet in width, lying 5 feet on each side of the following described line; commencing at the southwesterly terminus of that certain southeasterly line of said Lot 14, delineated as S45°14'W, 475.32 feet on said map; thence North 45°14' East 161.11 feet to the TRUE point of beginning; thence North 34° West, parallel with the northeasterly line of said Lot, 40 feet to an end.

The side lines of said strip to be lengthened or shortened to terminate northerly on a line at right angles to the hereinabove described line and southerly on the southeasterly line of said Lot 14.

H.H.
A.H.

Approved as to
description
C. B. [Signature]
3/17/64

easement by the Grantee shall be located and maintained at such points and installed in such manner as not to damage existing citrus trees or other growing crops or to make access to any such trees or crops by Grantor impossible or impractical for proper harvesting or horticultural activities. All such poles, wires, crossarms, supports or similar facilities shall be constructed and maintained so as to conform with all applicable engineering and safety rules and regulations of appropriate governmental authorities. In addition thereto, all guy wires or supporting wires connected to the ground or otherwise existing beneath a height of 18 feet shall be placed in such a manner as to be clearly visible and if necessary for such purpose shall be plainly marked with signs or other appropriate means.

(c) If at any future date Grantor wishes to subdivide or otherwise develop the above-described property for commercial or residential purposes, the Grantee shall at its own cost and expense and within 60 days after receipt from Grantor of written notice requesting the same, move and relocate one time only, any or all of its poles, wires, crossarms, supports or other facilities to a suitable location designated and provided by the Grantor.

(d) The Grantee will defend, indemnify and hold harmless Grantor from any and all claims, judgments or actions of any nature whatever, whether or not proper or meritorious, for damage to property or to persons, including death, arising out of or in any manner resulting from the location or maintenance of Grantee's poles, wires, crossarms, supports or other facilities of any nature on said property or arising out of or in any way resulting from activities of Grantee, its agents or employees in connection therewith.

TOGETHER WITH the right of entry upon said premises over and across 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 Grantors 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.

Witness
Witness

Hayes Hertford

Hayes Hertford

Ardis Hertford

Ardis Hertford

