

S.S. 3779

4145

APPROVED AS TO FORM

M. Neal Lupton
DEPUTY CITY ATTORNEY

AERIAL EASEMENT

5673

THIS EASEMENT, dated the 25th day of SEPTEMBER, 1965,
by and between THE NATIONAL LIFE AND ACCIDENT INSURANCE COMPANY, hereinafter termed
"Grantor", and the CITY OF RIVERSIDE, a municipal corporation, hereinafter termed
"Grantee",

WITNESSETH:

FOR GOOD AND VALID CONSIDERATION, the receipt and adequacy of which
hereby are acknowledged, Grantor, insofar as it has the right so to do, hereby
grants to Grantee a non-exclusive aerial easement and right of way to construct,
maintain, use, operate, repair, renew and remove electrical distribution facilities
including wires and necessary fixtures as Grantee may from time to time require,
hereinafter termed "Facilities", with the right of ingress and egress to and from
the same, subject to the terms and provisions herein, across that certain real
property situated in the County of Riverside, State of California, described as
follows, to wit:

The southerly 6 feet of the northerly 150 feet of the westerly
183 feet of Lot 1, Block 2, as shown on map of Subdivision of
Section 30, T. 2S., R. 4 W., S.B.B. & M., on file in Map Book 2
at page 37 therefrom, Riverside County records.

APPROVED AS TO DESCRIPTION
J. Campbell 10/18/65
GEN. SUPT. & CHIEF ENGINEER

EXCEPTING therefrom the westerly 33 feet within Cranford Avenue.

Reservations: Grantor for itself and its lessee hereby reserves
the right to enter upon said easement and right of way, from time to time to
construct, maintain, operate, renew and remove, in, upon and across said easement
and right of way, pipelines, electrical, power and telephone lines, roads, fences,
buildings and any and all other equipment, structures and improvements of any
nature whatsoever and the right to use said property for any and all purposes,
provided, however, that neither Grantor nor its lessee shall use said property
or construct or maintain any such equipment, structures or improvements on said
easement and right of way in a manner which would unreasonably interfere with the
use of said easement and right of way by Grantee.

After Recording, Please Return To:

~~UNION OIL COMPANY OF CALIF.
ATTN: N. W. WREN
P. O. BOX 1912
PHOENIX 1, ARIZONA~~
*City Clerk - City Hall
Riverside*

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Prior Rights: It is understood and agreed that the permission and privileges herein granted are subordinate to and subject to all valid and existing licenses, leases, grants, exceptions and reservations affecting said premises.

Taxes and Charges: Grantee shall pay, before the same become delinquent, all taxes, charges, rates and assessments levied upon or against any and all Facilities placed by, or for, Grantee on said property, and the Grantee shall reimburse Grantor for any sums paid by the latter to protect title from the lien of any such tax or assessment.

Construction and Maintenance: Grantee shall and will maintain and operate said Facilities so as not to interfere with any existing pipeline or pipelines, power lines, telephone lines or other structures in or on said premises, nor obstruct the use or enjoyment of said premises by Grantor or its lessee.

Termination: It is hereby agreed that the easement and right of way hereby granted shall terminate in the event that Grantee shall fail for a period of one year to maintain and operate the Facilities constructed hereunder.

Indemnification: ~~Grantee hereby releases and discharges Grantor and its lessee from all claims and demands by Grantee for loss of or damage to Grantor's property, and~~ agrees to indemnify Grantor and its lessee against and save Grantor and its lessee harmless from all costs and expenses, including attorney's fees, and all liability, and claims and demands of others, for loss of or damage to property, or injury to or death of persons, which may result directly or indirectly from the granting, use or termination of, or operations under this agreement. Grantee agrees to pay Grantor or its lessee in full and promptly upon demand for any and all loss of or damage to Grantor's or its lessee's property caused by Grantee by, or growing out of any operations of Grantee hereunder or in connection herewith.

Assignment: The right and licenses hereby conveyed are personal to Grantee and shall not be assigned by Grantee, in whole or in part, without the prior written consent of Grantor and its lessee. No such written consent by Grantor and its lessee hereunder shall be deemed a waiver by Grantor and its lessee of any of the provisions hereof not specifically waived by such consent.

Notices: Any notice provided for herein to be given by either party to the other may be served by depositing a sealed envelope containing a copy of such notice, addressed to said other party at its principal place of business, in the United States mail, postage prepaid.

Successors and Assigns: Except as otherwise provided herein, the terms and conditions of the agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the said parties hereto have caused this agreement to be executed in duplicate by their proper officers, who are thereunto duly authorized.

THE NATIONAL LIFE AND ACCIDENT INSURANCE COMPANY

NLAIC
LEGAL DEPT.
By [Signature]
Date 9/23/65

CONSENT TO RECORDATION

THIS IS TO CERTIFY that the interest in real property conveyed by the Deed or Grant dated 9-25-65 From: the National Life & Accident Insurance Co. For: Por. Lot 1, Block 2 as shown on map of Subd. of Sec 126 T2S, R4W, S.12.12+11. to the City of Riverside, a municipal corporation, is hereby accepted for and on behalf of said City pursuant to Resolution of the City Council thereof recorded on 12-3-58 in Bk. 2374 O.R. pg. 339 Et Seq. Riverside County Records, and the Grantee hereby consents to recordation of this instrument through the undersigned.
Dated 1-12-66 J. M. Haidley
Property Management Officer

By [Signature]
H. B. GIBBS, Vice President

By [Signature]
M. T. Harris, Assistant Secretary Grantor

CITY OF RIVERSIDE

By [Signature]

By [Signature]
Grantee

Return Deed to: Office of City Clerk
Riverside, California

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On September 25, 1965, before me the undersigned, a Notary Public in and for said State, personally appeared H. B. GIBBS, known to me to be the Vice President, and M. T. Harris, known to me to be the Asst Secretary of THE NATIONAL LIFE AND ACCIDENT INSURANCE COMPANY, the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors. WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission Expires:
DEAN CLIBURN - NOTARY
My Commission Expires Jan. 26, 1966

CONSENT

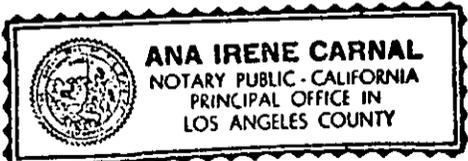
The undersigned hereby approves and consents to the giving of the foregoing easement, subject to all the terms, covenants, conditions and agreements set forth therein.

UNION OIL COMPANY OF CALIFORNIA

By *C. E. Rathbone*
Vice President

By *E. W. Cairns*
Assistant Secretary

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES



My Commission Expires September 22, 1967

ss. ON September 13 1965
before me, the undersigned, a Notary Public in and for said State, personally appeared
C. E. Rathbone, known to me to be the
Vice President, and E. W. Cairns, known to me
to be the Assistant Secretary of Union Oil Company of California

the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

Ana Irene Carnal
Ana Irene Carnal
NAME (TYPED OR PRINTED)
Notary Public in and for said State.

AGREEMENT

The undersigned hereby approves and consents to the giving of the foregoing easement, subject to all the terms, covenants, conditions and agreements set forth therein.

UNION OIL COMPANY OF CALIFORNIA

by [Signature]
Vice President
[Signature]
Assistant Secretary

RECEIVED FOR RECORD
JAN 12 1966

Microfilm recording from 4-1-65. Book and page no longer assigned. Identify by document number and year of filing.

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FEES \$ None

Wm. D. Balyk

City of Inveread
Assistant City Official Records
of Riverside County, California
[Signature]

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