

A G R E E M E N T

For valuable consideration, the receipt of which is hereby acknowledged, CITY OF RIVERSIDE, a municipal corporation, hereinafter referred to as the first party, does hereby grant to SOUTHERN CALIFORNIA GAS COMPANY, a California corporation, hereinafter referred to as the second party, the right to lay, construct, maintain, operate, repair, renew, change the size of and remove pipe-lines for the transportation and distribution of gas, with the right of ingress and egress to and from the same, over and through, under, along and across that certain parcel of land ten (10) feet in width, situated in Riverside County, State of California, the center line of which is described as follows:

That portion of Block 35 of RIVERVIEW ADDITION TRACT NO. 5 as shown on map on file in Book 7, page 7 of Maps, Records of Riverside County, California, described as a parcel of land 10 feet wide, lying 5 feet on each side of the following described center line:

Commencing at the northwesterly corner of GAFFORD GARDENS as shown on map on file in Book 12, page 97 of Maps, Records of Riverside County, California;

Thence S89 39' 08"E (recorded S89 54E) along the northerly line of said GAFFORD GARDENS 1370 feet;

Thence N 13 43' 22"E, 475 feet;

Thence N66 30' 00"E, 29 feet to the true point of beginning;

Thence S66 30'00"W, 51 feet;

Thence S33 00'00"W to a point 5 feet northerly as measured at right angles to the northerly line of said GAFFORD GARDENS:

Thence N 89 39'08"W, parallel with and 5 feet northerly of said northerly line of GAFFORD GARDENS to a point in the northerly prolongation of the westerly line of MURRAY STREET as shown on said map of GAFFORD GARDENS and the end of this center line description.

The said first party to fully use and enjoy the said premises, except as to the rights hereby granted; and the said second party hereby agrees to pay any damages which may arise from the laying, construction, maintenance or operations

APPROVED AS TO DESCRIPTION

J. F. MARTINEK  
Director of Public Works

By W. J. [Signature]  
Assistant City Engineer  
by HRP-3-18-65

of said pipelines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one thereof to be appointed by the grantor, or assigns, one by the grantee, or assigns, and the third by the two so appointed as aforesaid; and the award of such three persons, or any two of them, shall be final and conclusive.

The first party reserves the right to fully use and enjoy the premises actually covered by said ten (10) foot strip of land for any and all purposes that will not materially interfere with said pipelines, and may grant other rights for other utilities and other purposes that will not materially interfere with said pipelines.

The first party also reserves the right to dedicate, open and improve roads, alleys and ways thereof, and to pave said roads, runways, parking areas, alleys and ways with hard surface and all other kinds of paving materials, to construct buildings, and to grant easements for water, gas, electricity and other utilities, on, over, under and along any and all parts of said premises.

The second party herein, in further consideration of said grant, hereby agrees with the first party as follows:

In the event that the location of the pipelines of the second party on the above described property shall at any time interfere with the operations of the first party on said lands, the second party will, on sixty (60) days' written notice, relocate said lines on a new route to be provided by the first party without cost to the second party. Said new route shall permit practicable connection with the points of severance of the location of the second party on adjoining property and to customer service connections.

When the second party once commences the excavation work or installation of said pipelines on said route, it will prosecute said work diligently and to the reasonable satisfaction of the first party, and it will promptly do all subsequent work, whether such subsequent work be repairs, maintenance or otherwise, so as to interfere as little as reasonably possible with the operations of the first party on its said premises through which said route is located and with its free and unobstructed passage over the roads and ways thereon.

First party or second party shall have the right at any time to terminate any portion or all of the rights hereby granted by giving to the other party hereto six (6) months' notice in writing of its intention so to do.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 23rd day of March, 1965.

CITY OF RIVERSIDE, a municipal corporation

By *E. J. [Signature]* Mayor

Attest *Virginia [Signature]* City Clerk

APPROVED AS TO FORM:

*[Signature]*  
City Attorney

RIVERVIEW

ADDITION

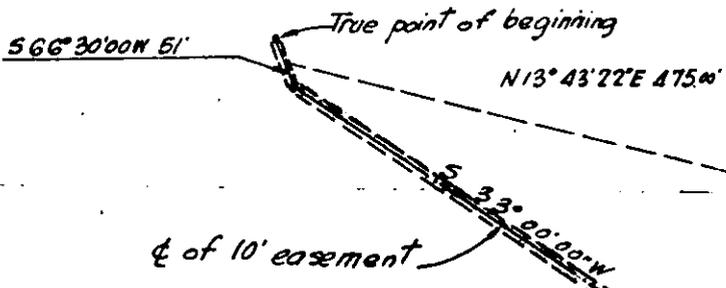
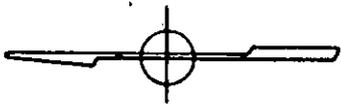
TRACT NO. 5  
M.B. 7, PG. 7, RECS. RIV. CO.

4

2

4

2



AVENUE

Northwesterly cor. of Garford Gardens.

$589^{\circ}39'08''$

7370.00'

3063.07'

MURRAY ST

GAFFORD

MISSISSINEWA TR.

MB 8/22

RECS. RIV. CO.

M.B. 12, PG. 97, RECS. RIV. CO.

GARDENS

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.

398

SCALE: 1" = 200'

DRAWN 3/12/65 BY G.S.

SUBJECT

419