

AGREEMENT O.B

C. L. D. No. 3546

THIS INDENTURE, made this 6th day of May, 1941,
between LOS ANGELES & SALT LAKE RAILROAD COMPANY and its
lessee, UNION PACIFIC RAILROAD COMPANY, corporations of the
State of Utah, hereinafter collectively call "First Party",
and the CITY OF RIVERSIDE, a municipal corporation of the
State of California, hereinafter call "Second Party",

Union Pacific RR
Riverside

WITNESSETH:

That First Party grants to Second Party (subject
to the conditions hereinafter contained) an easement for the
construction and maintenance of a tunnel six (6) feet in width
and eight (8) feet in height, across the one hundred (100) foot
right of way and under the main track of the Los Angeles & Salt
Lake Railroad Company and its lessee, Union Pacific Railroad
Company, in the City of Riverside, County of Riverside, State of
California, at a depth of not less than thirty-five (35) feet
between the base of rail in said track and the floor of said tun-
nel, for the purpose of constructing, maintaining and operating
a twenty-four inch (24") vitrified clay pipe sanitary sewer line
along the floor of said tunnel and across said right of way and
along a twenty-foot (20') strip of land lying ten (10) feet on
each side of, measured at right angles from, the following de-
scribed center line and the prolongation thereof:

Deed Map (1050)

Posted
9/29/41

Commencing at a point in the center line of said
track, said center line of said track being coin-
cident with the center line of said 100-foot right

Indubitable

of way as described in the conveyance from the Riverside Land and Irrigating Company recorded in Book 147, page 354 of Deeds, records of said County, distant thereon S. 44° 52' E. 478.4 feet from the prolongation southwesterly of the westerly line of the Rubidoux Rancho as said line is referred to in said deed; thence S. 80° 18' W. 61.16 feet to a point in the southwesterly line of said 100 foot right of way, said last mentioned point being the true point of beginning; thence N. 80° 18' E. 113.47 feet to the end of said tunnel; thence S. 60° 25' E. 27.01 feet to a point in the northeasterly line of said 100 foot right of way.

All work done in constructing, maintaining, operating, repairing, renewing or removing said tunnel and/or said pipe line shall be done in a good and workmanlike manner and to the satisfaction of First Party.

This grant is subject and subordinate to the prior and continuing right and obligation of First Party and its successors to use and maintain its entire railroad right of way and property in performance of its public duty as a common carrier, and is also subject to the right and power of First Party, and its successors in interest or ownership of the said railroad right of way and property, to construct, maintain, use and operate, on the present grade or such grade as it may establish in the future, existing or additional railroad tracks and appurtenances thereto,

including water and fuel pipe lines and conduits, and telegraph, telephone, signal, power transmission and other electric lines, and other railroad facilities and structures of any kind, upon, along or across any or all parts of said land above described, all or any of which may be freely done at any time or times by First Party or its successors without liability to Second Party or to any one else for compensation or damage, provided said pipe line shall not be interfered with except as necessary during work on said railroad and appurtenances.

Should Second Party at any time abandon the use of the said land, or any part thereof, or fail at any time to use the same for said purpose for a continuous period of one year, the right hereby given shall cease to the extent of the use so abandoned or discontinued, and the First Party shall at once have the right, in addition to, but not in qualifications of, the rights hereinabove reserved, to resume exclusive possession of the said land, or the part thereof, the use of which is so discontinued or abandoned.

Second Party shall maintain said pipe line and keep the same in good condition and repair on the premises hereinabove described so long as the same shall be maintained thereon, and shall indemnify and save harmless the First Party from and against any and all loss, damage, liability, cost or expense which said First Party may sustain or bear, or to which it may be put, resulting directly or indirectly from or in any manner connected with the construction, maintenance, repair, renewal, use or op-

eration of said pipe line.

This instrument is subject to all valid and existing contracts, leases, liens or encumbrances which may affect the said property, and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof.

Second Party shall not assign the rights hereby granted without first obtaining the written consent of First Party thereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this indenture the day and year first herein written.

LOS ANGELES & SALT LAKE RAILROAD COMPANY
UNION PACIFIC RAILROAD COMPANY

WITNESS:

S. G. Burbidge

by F. H. Knickerbocker-general manager

ATTEST:

G. Albert Mills
City Clerk

CITY OF RIVERSIDE

by Walter C. Davison--Mayor

Approved as to form: MIGUEL ESTUDILLO City Attorney

Approved as to description: Lee Nafzgar City Engineer

May 13, 1941
Blk - 505
Pa - 109
Official
Riv. County

Indorsed