

EASEMENT

#2680-52048
9/22/147 O.R.

LOS ANGELES & SALT LAKE RAILROAD COMPANY and its Lessee, UNION PACIFIC RAILROAD COMPANY, corporations of the State of Utah, hereinafter collectively called "First Party", for a valuable consideration, do hereby grant unto the CITY OF RIVERSIDE, a municipal corporation of the State of California, hereinafter called "Second Party", an easement and right of way for a 10-inch cast iron pipe for SANITARY SEWER PURPOSES upon and across the following parcel or parcels of land.

The 220 foot main track right of way of the Los Angeles & Salt Lake Railroad Company across Lot 193 of Lands of Southern California Colony Association in the City of Riverside, County of Riverside, State of California as per map recorded in Book 7, Page 3 of Maps, Records of San Bernardino County, California and through 7 ft. x 10 ft. Box Culvert No. 56.34, the center line of said pipe being located at Engineer's Station 2975+33.9, more particularly shown on map marked "Exhibit A" dated January 12, 1948, attached hereto and hereby made a part hereof.

TOGETHER with the right to enter upon and to pass and repass over and along said strips of land and to deposit tools, implements and other material thereon by said Second Party, its officers, agents and employees and by persons under contract with it and their employees, whenever and wherever necessary for the purpose of constructing, maintaining, reconstructing, inspecting, operating and repairing any works for said purposes for which this easement is granted, which said works are hereinafter described as "structure".

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 or other grade, 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 anyone else for compensation or damage, provided said structure shall not be interfered with except as necessary during work on said railroad and appurtenances.

Second Party agrees to construct, reconstruct, maintain, operate, remove and alter said structure in such manner that it will not interfere in any way whatsoever with the operations of First Party, its successors or assigns, and that the location of said structure and all work in connection with the construction, reconstruction, maintenance, operation, removal, alteration, etc., of said structure shall be done in a first class workmanlike manner.

Second Party agrees that upon completion of any work in connection with said structure, as much as possible of the earth excavated from the trenches thereof shall be thrown back into the trenches and the remainder shall be removed from the premises or spread out evenly and smoothly over the surface of the ground, and that all of said backfilling shall be thoroughly packed so that the ground will not sink or cave in after said backfilling is completed.

This instrument is subject to all conditions, limitations, restrictions and encumbrances which may affect the said land, or interests of persons other than First Party therein; and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof.

When the Second Party or its successors shall cease to use the land above described for the purposes hereinabove set forth, the easement and right of way hereby granted shall terminate, and all rights herein granted shall revert to First Party, its successors or assigns.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 26th day of April 1948.