

EASEMENT

1           LOS ANGELES & SALT LAKE RAILROAD COMPANY and its Lessee, UNION PACIFIC  
2 RAILROAD COMPANY, corporations of the State of Utah, hereinafter collectively  
3 called "First Party", for a valuable consideration, do hereby grant unto CITY  
4 OF RIVERSIDE, a municipal corporation of the State of California, hereinafter  
5 called "Second Party", an easement and right of way for a 24-inch vitrified clay  
6 sanitary sewer pipe line upon and across the following parcel or parcels of land:

7           The 100 foot main track right of way of the Los Angeles & Salt Lake  
8 Railroad Company across Lot 3 of Section 29, Township 2 South, Range 5 West, San  
9 Bernardino Base and Meridian in the City of Riverside, County of Riverside,  
10 State of California, and through a 54-inch corrugated iron pipe the top of which  
11 shall be not less than 14 feet below the base of rails in said main track, the  
12 center line of said 24-inch pipe line being located at Engineers Station 2808-14.9  
13 as more particularly shown on map marked Exhibit "A", dated July 21, 1949,  
14 attached hereto and hereby made a part hereof. — — —

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

22           This grant is subject and subordinate to the prior and continuing right  
23 and obligation of First Party and its successors to use and maintain its entire  
24 railroad right of way and property in performance of its public duty as a common  
25 carrier, and is also subject to the right and power of First Party and its  
26 successors in interest or ownership of the said railroad right of way and property,  
27 to construct, maintain, use and operate, on the present or other grade, existing  
28 or additional railroad tracks and appurtenances thereto, including water and  
29 fuel pipe lines and conduits, and telegraph, telephone, signal, power, trans-  
30 mission and other electric lines, and other railroad facilities and structures  
31 of any kind, along or across any or all parts of said land above described, all  
32 or any of which may be freely done at any time or times by First Party or its  
33 successors without liability to Second Party or to anyone else for compensation  
34 or damage, provided said structure shall not be interfered with except as  
35 necessary during work on said railroad and appurtenances.

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

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

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

52           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

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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 27th day of August, 1949.

LOS ANGELES & SALT LAKE RAILROAD COMPANY  
UNION PACIFIC RAILROAD COMPANY

By /S/ General Manager - First Party

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LOS ANGELES & SALT LAKE RAILROAD COMPANY  
UNION PACIFIC RAILROAD COMPANY

By /S/ General Manager - First Party