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7/24/57

THIS INDENTURE, made this 28th day of January, 1958, ~~1957~~, by and between SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware, herein termed "Railroad," and CITY OF RIVERSIDE, a municipal corporation of the State of California, herein termed "Grantee";

WITNESSETH:

1. Railroad hereby grants to Grantee, subject to the reservations, covenants and conditions herein contained, the right to construct, reconstruct, maintain and operate a 60-inch reinforced concrete drainage pipe, hereinafter termed "structure," beneath the tracks and property of Railroad in, upon, along, across and beneath the following described real property.

A strip of land, 20 feet in width, situate in the City of Riverside, County of Riverside, State of California, lying equally 10 feet on each side of the following described center line:

Commencing at the southeast corner of the south half of the southwest quarter of northeast quarter of the northeast quarter of Section 24, Township 2 South, Range 5 West, San Bernardino Base and Meridian, being also the point of intersection of the northerly line of Massachusetts Avenue (44.0 feet wide) with the center line of Durahart Street (66.0 feet wide); thence westerly along the southerly line of said south half, being also said northerly line of Massachusetts Avenue, 76.61 feet to the Actual Point of Beginning of the center line to be described; thence northwesterly, in a direct line, to a point in the westerly line of said south half, distant thereon southerly, 11.20 feet from the northwest corner of said south half.

The side lines of above described 20 foot wide strip of land terminate in said southerly and westerly lines of said south half.

Excepting therefrom that portion of land lying northwesterly of the northwesterly line of that certain 50 foot wide strip of land described as "Sixth" in deed to Southern Pacific Railroad Company, recorded June 2, 1897 in Book 58 of Deeds, Page 268, Records of Riverside County.

Said strip of land contains a net area of 0.1 of an acre, more or less.

Subject to all easements, reservations or restrictions of record.

The above described parcel of land is shown tinted yellow on the print of Railroad's Yuma Division Drawing B-3327, Sheet No. 2 of 2, revised May 15, 1957, attached and made a part hereof.

Railroad, at its expense, shall install approximately 24 lineal feet of said structure beneath its tracks. Said 24 lineal feet of said structure shall replace two (2) existing 24-inch drainage pipes under Railroad's track.

After installation of said structure has been completed, Grantee shall maintain said structure, including that portion installed by and at the expense of Railroad.

APPROVED AS TO DESCRIPTION
J. F. Martinek
Director of Public Works
Assistant City Engineer
7/24/57

Res # 9074
Book 2234 Page 213 - March 6, 1958

2. This grant is made subject and subordinate to the prior and continuing right and obligation of Railroad, its successors and assigns, to use all the property described herein in the performance of its duty as a common carrier, and for that purpose there is reserved unto Railroad, its successors and assigns, the right (consistent with the rights herein granted) to construct, reconstruct, maintain and use existing and future railroad tracks, facilities and appurtenances and existing and future transportation, communication and pipe line facilities and appurtenances in, upon, over, under, across and along said property.

3. This grant is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property and the word GRANT as used herein shall not be construed as a covenant against the existence of any thereof.

4. The rights herein granted to Grantee shall lapse and become void if the construction of said structure upon said property is not commenced within one (1) year from the date first herein written.

5. Grantee shall bear the entire cost and expense of constructing, reconstructing and maintaining said structure upon said property. Grantee agrees that all work upon or in connection with said structure shall be done at such times and in such manner as not to interfere in any way whatsoever with the operations of Railroad. The plans for and the construction of said structure shall be subject to the approval of Railroad.

Grantee agrees to reimburse Railroad for the cost and expense to Railroad of furnishing any materials or performing any labor in connection with the construction, reconstruction, maintenance and removal of said structure, including, but not limited to, the installation and removal of such falsework and other protection beneath or along Railroad's tracks, and the furnishing of such watchmen, flagmen and inspectors as Railroad deems necessary.

In the event Railroad shall at any time so require, Grantee, at Grantee's expense, shall reconstruct or alter said structure or make changes in the location thereof upon receipt of written notice from Railroad so to do.

6. Grantee agrees to reimburse Railroad for any and all assessments which may be levied by order of any authorized, lawful body against the property of Railroad (and which may have been paid by Railroad) to defray any part of the cost or expense incurred in connection with the construction of said structure upon said property commenced within one (1) year from the date first herein written.

7. Grantee, its agents and employees, shall have the privilege of entry on said property for the purpose of constructing, reconstructing, maintaining and making necessary repairs to said structure. Grantee agrees to keep said property in a good and safe condition free from waste, so far as affected by Grantee's operations, to the satisfaction of Railroad. If Grantee fails to keep said property in a good and safe condition free from waste, then Railroad may perform the necessary work at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

8. In the event any work upon or in connection with/said structure or its appurtenances, to be done upon or adjacent to the tracks and property of Railroad, should be let to a contractor by Grantee, such work shall not be begun until such contractor shall have first entered into an agreement with the railroad Company which operates on said property, satisfactory to said Company and indemnifying Railroad from and against all claims, liability, cost and expense growing out of the performance of the work to be done by such contractor.

Such contractor shall furnish, at the option of and without expense to Railroad, a reliable surety bond, in an amount and in a form satisfactory to said Company, guaranteeing the faithful performance of

STATE OF CALIFORNIA,
City and County of San Francisco

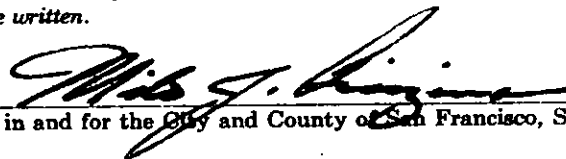
ss.

On this 20th day of February in the year One Thousand Nine Hundred and Fifty Eight
before me, MILO J. PUIZINA, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared
(65 Market St.)

J. W. Corbett and T. F. Ryan, known to me to be the Vice President and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Corporation


Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires July 28, 1959.

STATE OF CALIFORNIA)
(ss
COUNTY OF RIVERSIDE)

On this 28th day of January, 1958, before me, ALBERT H. FORD, a Notary Public in and for said County and State, personally appeared E. V. DALES, Mayor, and W. G. WAITE, City Clerk, of the City of Riverside, California, the municipal corporation described in and which executed the within instrument, and acknowledged to me that such municipal corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Albert H Ford

Notary Public in and for the County
of Riverside, State of California

My Commission expires July 8, 1958

7/18/57 Form C

all the terms, covenants and conditions contained in said agreement, and a certified copy of a policy of Public Liability and Property Damage Insurance, within limits specified by, and in a form satisfactory to, said Company, covering the contractual liability assumed by contractor in said agreement to be entered into with said Company by such contractor.

9. Should Grantee, its successors or assigns, at any time abandon the use of said property or any part thereof, or fail at any time to use the same for the purpose contemplated herein for a continuous period of one (1) year, the right hereby given shall cease to the extent of the use so abandoned or discontinued, and Railroad shall at once have the right, in addition to but not in qualification of the rights hereinabove reserved, to resume exclusive possession of said property or the part thereof the use of which is so discontinued or abandoned.

Upon termination of the rights and privileges hereby granted, Grantee, at its own cost and expense, agrees to remove said structure from said property and restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said structure. Should Grantee in such event fail, neglect or refuse to remove said structure and restore said property, such removal and restoration may be performed by Railroad at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

10. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first herein written. (In duplicate)

SOUTHERN PACIFIC COMPANY,

By [Signature]
(Title) Near President

Attest: [Signature]
Assistant Secretary

This Document
APPROVED AS TO FORM

[Signature]
City Attorney
Riverside, California

CITY OF RIVERSIDE,
By [Signature]
Mayor

[Signature]
Clerk