

THIS EASEMENT, made this 15th day of March, 1913, between
SOUTHERN PACIFIC RAILROAD COMPANY, a corporation
incorporated under the laws of the State of California, and
the CITY OF RIVERSIDE, a corporation of the State of California.

SYNOPSIS OF EASEMENT:

GRANTORS: - Southern Pacific Railroad Company
and
Southern Pacific Company

GRANTEE: - City of Riverside.

COVERS: - 3-ft. of Land off S. Side Lot 6,
Block 16, Sta. Fe Tract, Riverside,
for storm drain sewer.

DATED: - March 15, 1913.

CONDITIONS:

Railroad reserves right to construct
Tracks on property covered by easement,
City not to interfere with same.

Earth removed from trench to be evenly
distributed. No manholes to be con-
structed on property.

Sewer to be kept in good repair, etc.,
at expense of City.

City indemnifies Railroad Co. against
all loss and damage, as well as personal
injury liability.

Witness my hand and the seal of said City of Riverside, California, this 15th day of March, 1913, at Riverside, California.

TOGETHER with the right to enter upon, and to pass
over and along said strip of land and to deposit rocks,
and other materials thereon by said party of the first
part, its officers, agents, and employees, and by persons under
their control and their employees, wherever and whenever necessary for
the purpose of constructing, reconstructing, inspecting, maintaining,
and repairing said sewer.

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THIS INDENTURE, Made this 15th day of March,

1913, between the SOUTHERN PACIFIC RAILROAD COMPANY, a corporation incorporated and consolidated under the laws of the State of California and of the Territories of Arizona and New Mexico, party of the first part; the SOUTHERN PACIFIC COMPANY, a corporation created by and existing under laws of the State of Kentucky, party of the second part, and lessee of the party of the first part, herein sometimes collectively called the Southern company; and the City of Riverside, a municipal corporation of the State of California, the party of the third part,

WITNESSETH:

That the Southern company, for and in consideration of the sum of One (\$1.00) Dollar the receipt whereof is hereby acknowledged,

does by these presents grant unto said party of the third part a perpetual easement and right of way for the construction, reconstruction, inspection, maintenance, operation and repair of an Eighteen (18) inch vitrified iron storm drain sewer in, under and along the following strip of land in the City and County of Riverside, State of California:-

A strip of land three (3) feet in width off the South side of Lot 6, Block 16, Santa Fe Tract, a plat of which is of record in Book 6 of Maps at Page 14, Records of San Bernardino County, State of California., said three foot strip being more

particularly shown enclosed within red-inked lines on blueprint map hereto attached and made a part hereof. unto of the said party of the third part TOGETHER with the right to enter upon, and to pass and repass over and along said strip of land and to deposit tools, implements and other materials thereon by said party of the third part, its officers, agents, and employes, and by persons under contract with it and their employes, whenever and wherever necessary for the purpose of constructing, reconstructing, inspecting, maintaining, operating and repairing said sewer.

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... OF THE ...
... OF THE STATE OF CALIFORNIA
...
THIS INSTRUMENT made this 12th day of November

It being expressly understood and made a condition of this grant that the right of the party of the first part to lay railroad track or tracks upon and over the right of way of which this grant is a part and to operate its cars over and along said right of way shall be recognized as prior in time to said grant.

In consideration of the foregoing grant, the party of the third part hereby agrees:

1- That it will in no manner or at any time interfere with the use and operation of any railway lines of the Southern Company, or its lessee, or with cars upon their track or tracks that may subsequently be located upon the land hereinbefore described, or damage any roadbed of any such railroad track or tracks of said Southern Company.

2- That upon the completion of said sewer as much as possible of the earth removed from the trench therefor shall be thrown back into the said trench and thoroughly packed, so that the earth will not sink or cave in and whatever remains, together with tools, implements and other materials shall be removed from said right of way by said party of the third part. Said party of the third part hereby agrees that it will not construct manholes for the purpose of maintaining said sewer along the property of the party of the first part, across which this grant of easement is made.

STATE OF CALIFORNIA,)

3- That said sewer shall be kept in good repair and condition at all times by and at the expense of the said party of the third part and the said party of the third part hereby agrees to indemnify and save harmless said Southern Company, its successors and assigns from all loss and damage of whatsoever kind that said Southern Company may sustain by reason of the construction of said sewer under and along said property.

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written.

4- That neither of said parties of the first and second parts shall be held liable to said party of the third part or any of its servants, agents, employes or persons under contract with it or their employes for any injuries which they or any of them may suffer while on any part of the right of way herein granted, by reason of being struck by any car of said parties of the first part or second part, or its or their lessee, operated upon any tracks subsequently constructed along the parcel of land hereinbefore described or by reason of any accidents arising from the use of said parcel of land for railroad purposes and said party of the third part hereby agrees to pay all damages and losses that may be so sustained.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and their respective corporate seals to be affixed hereto the day and year first above written.

SOUTHERN PACIFIC RAILROAD COMPANY,
 By [Signature]
 Second Vice-President,
 Attest [Signature]
 Secretary.

SOUTHERN PACIFIC COMPANY,
 By [Signature]
 Vice-President,
 Attest [Signature]
 Assistant Secretary.

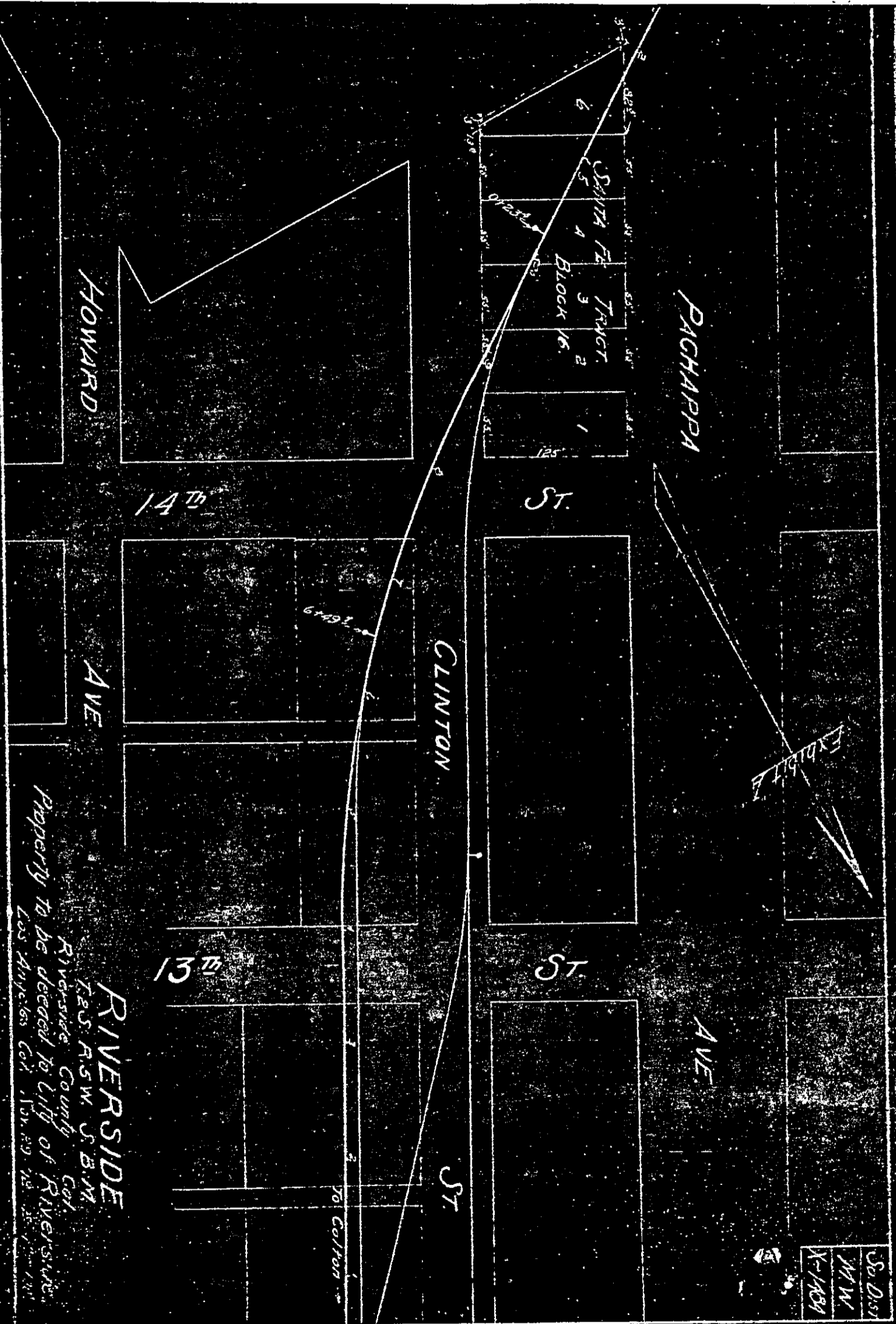
CITY OF RIVERSIDE
 BY [Signature]
 Mayor,
 Attest, [Signature]
 City Clerk.

OVER AS TO FORM:
[Signature]
 ATTORNEY SOUTHERN PACIFIC CO.

DISTRICT ENGINEER
[Signature]
 DISTRICT ENGINEER

RECOMMENDED.
 H. V. PLAMET.
[Signature]
 H. B. T.

such employees for such purposes which may be determined by the court
 and the court may award such relief as it may deem proper and just
 and the court may award such relief as it may deem proper and just
 and the court may award such relief as it may deem proper and just



RIVERSIDE
 T.E.S. R.S.W. S.B.M.
 Riverside County Cal.
 Property to be deeded to City of Riverside
 Los Angeles Cal. Nov. 29 1925

THIS INSTRUMENT IS FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE COUNTY OF RIVERSIDE, CALIFORNIA, THIS 15th DAY OF MARCH, 1914.

State of California, }
COUNTY OF RIVERSIDE, } ss.

On this 15 day of March in the year of our Lord, one thousand nine hundred and thirteen before me, William L. Peters, a Notary Public, in and for said County and State, personally appeared

Walter D. Clark known to me to be the Manager President, and W. L. Clark known to me to be the

Secretary of the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such 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.

Walter D. Clark
Notary Public in and for the County of Riverside, State of California.

(CORPORATION—Walter D. Clark, Print) 3-28-12-2m

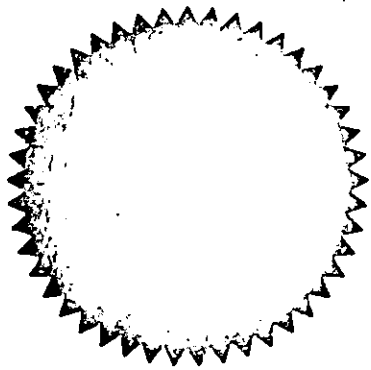
STATE OF CALIFORNIA, }
City and County of San Francisco } ss.

On this twenty-ninth day of January in the year One Thousand Nine Hundred and Fourteen before me, E. B. RYAN, a Notary Public in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared E. E. Calvin & J. L. King known to me to be the Second Vice-President and Secretary, respectively, of the Southern Pacific Railroad Company

the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed said instrument 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.

E. B. Ryan
NOTARY PUBLIC
In and for the City and County of San Francisco, State of California
My Commission expires Feb. 25th, 1914



COMPT.

Admitted as 1/2

Admitted as 1/2

W.S. Smith
W.S. Smith

RECEIVED FOR RECORD

FEB 10 1914

at 5 Min, past 9 o'clock A.M.

request of A. W. Campbell

Copied in Book No. 288 of

Series page 262

son, Records of Riverside County
California.

W.S. Smith
Deputy Recorder

By _____ Deputy Recorder

Fees: \$ 18.30

Approved
W. P. Campbell
City Engineer