

BOOK 2556 PAGE 496

C.L.D. No. 12902

EASEMENT

THIS INDENTURE, made this 27th day of May, 1958, between LOS ANGELES & SALT LAKE RAILROAD COMPANY and its lessee, UNION PACIFIC RAILROAD COMPANY, Utah corporations, first parties, and CITY OF RIVERSIDE, a municipal corporation of the State of California, second party, WITNESSETH:

WHEREAS, second party desires to acquire an easement across the property hereinafter described for the purpose of constructing, operating and maintaining thereon a public highway; and

WHEREAS, first parties are willing to grant an easement across said property to second party:

NOW, THEREFORE, in consideration of the premises, first parties do by these presents grant, convey and confirm unto second party, subject to the conditions hereinafter contained, an easement for the construction, operation and maintenance of a public highway across those certain parcels of land situated in the City of Riverside, County of Riverside, State of California, being portions of the NE $\frac{1}{4}$ of fractional Section 34, Township 2 South, Range 5 West, San Bernardino Base and Meridian, more particularly described as follows:

PARCEL NO. 1:

That portion of the right of way of the Los Angeles & Salt Lake Railroad Company, 60 feet wide, as described in conveyance to San Pedro, Los Angeles & Salt Lake Railroad Company recorded in Book 174, page 16 of Deeds, records of said County, lying easterly of a line parallel with and distant westerly 43.00 feet, measured at right angles from the westerly line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said fractional Section 34, said westerly line being the centerline of Riverside Avenue.

APPROVED AS TO DESCRIPTION
J. F. Martinek
Director of Public Works

[Signature]
Assistant City Engineer

[Signature]
City Attorney
Riverside, California

This document
attached to the book

PARCEL NO. 2:

That portion of the right of way of the Los Angeles & Salt Lake Railroad Company, 60 feet wide, as described in conveyance to San Pedro, Los Angeles & Salt Lake Railroad Company, recorded in Book 163, page 317 of Deeds, records of said County, lying westerly of a line parallel with and distant easterly 43.00 feet, measured at right angles from the westerly line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said fractional Section 34, said westerly line being the centerline of Riverside Avenue.

This grant is subject and subordinate to the prior and continuing right and obligation of first parties and their successors to use and maintain their entire railroad right of way and property in performance of their duty as a common carrier, and is also subject to the right and power of first parties and their successors in interest or ownership of 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 parties or their successors without liability to second party or to anyone else for compensation or damage, provided said highway shall not be interfered with except as necessary during work on said railroad and appurtenances.

First parties reserve the right to themselves, their successors and assigns, to use and to permit others to use the land above described for any purpose not inconsistent with the easement hereby granted.

This instrument is subject to all conditions, limitations, restrictions, encumbrances or interests of any person which may affect the said land; 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 highway purposes, the easement and right of way herein granted shall terminate, and all rights herein granted shall revert to first parties, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the date first herein written.

LOS ANGELES & SALT LAKE RAILROAD COMPANY
UNION PACIFIC RAILROAD COMPANY

Attest:

[Signature]
Assistant Secretary

By

[Signature]

Executive Vice President

CITY OF RIVERSIDE

By

[Signature]

Mayor

Attest:

[Signature]
City Clerk

Recorded 10/2/1959
Book 2566 pg. 495

