

## STREET OR HIGHWAY INDENTURE

This Indenture, made this \_\_\_\_\_ day of \_\_\_\_\_, 19 53, by and between SOUTHERN PACIFIC RAILROAD COMPANY, a corporation of the States of California, Arizona and New Mexico, and its lessee, SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware,

herein collectively termed "Railroad," and

CITY OF RIVERSIDE, a municipal corporation of the State of California,

herein termed "Grantee."

## Witnesseth:

1. That Railroad hereby grants to Grantee (subject to the reservations, covenants and conditions herein contained) the right to construct, reconstruct, maintain and use a street or highway, hereinafter termed "highway," upon and across the following described real property:

All that certain piece or parcel of land situate in Section 24, T. 2 S., R. 5 W., S.B.B. & M., in the City of Riverside, County of Riverside, State of California, being the Easterly 33 feet of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 24, and that portion of the Westerly 33 feet of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 24, lying within the side lines of the Right of Way 50 feet wide, fifthly described in the deed dated May 1, 1897 from Pacific Improvement Company to Southern Pacific Railroad Company, recorded in Book 58, page 268, et seq., of Deeds in the Office of the Recorder of said County, containing a total area of 12,700 square feet, more or less.

The location of the above described parcel of land is shown tinted yellow on attached print of Los Angeles Division Drawing B-2771, Sheet No. 1 of 1, Revised November 17, 1952.

Grantee agrees to reimburse Railroad for all costs and expenses incurred by Railroad in connection with the construction of said highway, including, but not limited to, the installation of any necessary crossing protection and the furnishing by Railroad of such flagmen as Railroad deems necessary to protect and safeguard property, engines, trains and cars during the construction of said highway.

After the construction of said highway has been completed, Railroad, at its expense, will maintain the same between lines two feet outside the outside rails of its track located thereon.

The remainder of said highway shall be maintained by and at the expense of Grantee.

2. Grantee shall bear the entire cost of constructing and reconstructing said highway upon the land described herein. The crossing of said highway over any tracks of Railroad shall be constructed and maintained at the grade of said tracks now or hereafter existing.

3. This grant is made upon the express condition that the rights and privileges herein given Grantee shall lapse and become void if the construction of said highway upon the land described herein is not commenced within one (1) year from the date first herein written.

4. This grant is subject and subordinate to the prior and continuing right and obligation of Railroad, its successors and assigns, to use and maintain the entire parcel of land above described as a railroad right of way in performance of its public duty as a common carrier, and for that purpose, Railroad, its successors and assigns, expressly reserve the right to construct, reconstruct, maintain and operate existing and any additional railroad tracks, facilities and appurtenances thereto, upon, along and across the land described herein in such manner as may be consistent with the enjoyment of the easement for highway purposes herein granted to Grantee.

5. This grant is also subject to all valid and existing contracts, leases, liens, encumbrances or claims of title which may affect the said property, and the word GRANT as used herein shall not be construed as a covenant against the existence of any thereof.

6. This indenture shall not be construed as conveying or otherwise vesting in Grantee the right or power to authorize the location or installation, or to issue permits, licenses or franchises for the location or installation, of any structures, fixtures or other facilities of any telegraph, telephone or electric power lines or of any ditches, pipes, drains, sewer or underground structures, under, along and over the land herein described.

7. Grantee shall obtain any necessary authority and permission required to construct, maintain and use said highway upon the land described herein from the governmental body or bodies having jurisdiction thereover.

8. Grantee agrees to reimburse Railroad for any and all assessments which may be levied by order of any

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

On this 28th day of January in the year One Thousand Nine Hundred and Fifty four

before me, RUTH W. GEORGE, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared T. F. RYAN and CHAS. E. EAGAN, JR. known to me to be the Vice President and Assistant Secretary, respectively, of SOUTHERN PACIFIC RAILROAD COMPANY, and J. W. CORBETT and T. F. RYAN,

known to me to be the Vice President and Assistant Secretary, respectively, of SOUTHERN PACIFIC COMPANY,

~~the~~ corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named and the y 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.

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

My Commission Expires September 19, 1954.

**SOUTHERN PACIFIC RAILROAD COMPANY,**

By T. F. Ryan  
Vice President

Attest Chas. E. Eagan, Jr.  
Assistant Secretary

**SOUTHERN PACIFIC COMPANY,**

By J. W. Corbett  
Vice President

Attest T. F. Ryan  
Assistant Secretary

**CITY OF REVERSIDGE,**

By E. J. Sales

Attest W. F. Swartz  
Clerk

