

C.L.D. No. 14147

4275

EASEMENT

In consideration of the sum of Ten and No/100ths Dollars (\$10.00), and other good and valuable consideration, receipt whereof is hereby acknowledged, LOS ANGELES & SALT LAKE RAILROAD COMPANY and its Lessee, UNION PACIFIC RAILROAD COMPANY, Utah corporations, GRANTORS, do hereby grant to the CITY OF RIVERSIDE, a municipal corporation of the State of California, GRANTEE, subject to the conditions hereinafter contained, an easement for the construction, operation and maintenance of a public highway upon and across that portion of the right of way of the GRANTORS more particularly described as follows:

That certain strip of land, 20.0 feet in width, situate in the City of Riverside, County of Riverside, State of California, being all that portion of that certain parcel of land described in deed to San Pedro, Los Angeles & Salt Lake Railroad Company, recorded in Book 163, page 229 of Deeds, records of said County, within Lot 4 of the Rancheria de Pachappa as per map recorded in Book 2, page 38 of Maps, records of said County, lying northeasterly of a line, parallel with and 35.0 feet southwesterly, measured at right angles to the center line of Panorama Road, as said Panorama Road is shown on Christensen Subdivision, as per map recorded in Book 40, page 24 of Maps, records of said County.

This grant is subject and subordinate to the prior and continuing right and obligation of the GRANTORS, their successors and assigns, to use and maintain their entire railroad right of way and property in performance of their duty as a common carrier, and is subject to the right and power of the GRANTORS, their successors

and assigns, to construct, maintain, use and operate on the present or other grade, existing or additional railroad tracks and appurtenances thereto, including water and fuel pipelines 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 the said land above described, all or any of which may be freely done at any time or times by the GRANTORS, their successors or assigns, without liability to the GRANTEE, or to anyone else, for compensation or damage; provided, however, that said highway shall not be interfered with except as necessary during work on said railroad and appurtenances.

The GRANTORS reserve the general 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 GRANTEE, or its successors, shall cease to use the land above described for highway purposes, the easement herein granted shall terminate, and all rights herein granted shall revert to the GRANTORS, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this

agreement in duplicate this 13th day of February, 1962.

LOS ANGELES & SALT LAKE RAILROAD COMPANY
UNION PACIFIC RAILROAD COMPANY

By [Signature]
Executive Vice President

Attest:

[Signature]
Assistant Secretary

CITY OF RIVERSIDE

By [Signature]
Mayor

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss

On this 14th day of February 19 62, before me Wendy F. Adams a Notary Public in and for said County and State, personally appeared E. V. DALES, Mayor, and VIRGINIA J. STROHECKER, 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.

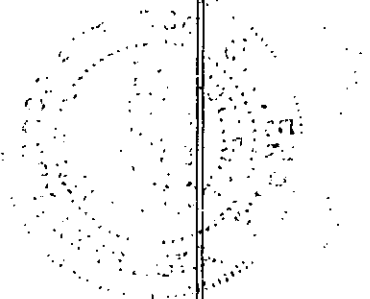
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
WENDY F. ADAMS
Notary Public in and for the County of
Riverside, State of California
My Commission Expires April 5, 1965

BOOK 3118 PAGE 70
STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS

On this 27th day of March, 1962, before me, G. T. Engle, a Notary Public of the State of Nebraska, duly authorized to take acknowledgments in the County of Douglas, personally appeared E. Hicks, known to me to be Executive Vice President, and F. D. Cope, known to me to be Assistant Secretary of LOS ANGELES & SALT LAKE RAILROAD COMPANY and UNION PACIFIC RAILROAD COMPANY, the corporations that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporations herein named, and acknowledged to me that such corporations executed the within instrument pursuant to their Bylaws or Resolutions of their Board of Directors.

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



G. T. Engle
Notary Public