

This Indenture, made this 4TH day of June, 19 63, by and between SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware,

herein called "Railroad," and the CITY OF RIVERSIDE, a municipal corporation of the State of California,

herein called "Grantee."

Witnesseth:

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway/hereinafter termed "highway," upon and across the following described real property; in the City of Riverside, County of Riverside, State of California:

That portion of Lot 1, Block 66 of the lands of Sayward and Evans, as shown on map on file in Book 3, page 2 of Maps, Records of San Bernardino County, California, described as follows:

Beginning at the intersection of the northeasterly line of Madison Street (80 feet wide) with the northwesterly line of the right of way of the Atchison, Topeka and Santa Fe Railroad (100 feet wide) as shown on plat of Madison Park, on file in Book 14, pages 82 and 83 of Maps, Records of Riverside County, California;

Thence northeasterly, 10 feet along said northwesterly line of the right of way of the Atchison, Topeka and Santa Fe Railroad;

Thence northwesterly in a straight line to a point in said northeasterly line of Madison Street 40 feet northwesterly, measured along said northeasterly line of Madison Street, from said intersection;

Thence southeasterly 40 feet along said northeasterly line of Madison Street to the point of beginning.

For slope easement only.

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

[Signature] Assistant City Engineer

4-30-63



RECEIVED FOR RECORD

JUL 12 1963

W.D. Bell, City Clerk, Riverside, California. Book 3440 Page 307. Filed in Official Records.

5/35 RK

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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 or 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 or reconstruction of said highway upon said property is not commenced within one (1) year from the date first herein written.

5. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or the power to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power lines in, upon, over, under, across or along said property, except as may be necessary for the maintenance of said highway.

6. Grantee shall obtain any necessary authority and permission required to construct, reconstruct, maintain and use said highway upon said property from the governmental body or bodies having jurisdiction thereover.

7. Except as herein otherwise provided, Grantee shall bear the entire cost and expense of constructing, reconstructing and maintaining said highway upon said property. 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. After the construction or reconstruction of said highway has been completed, Railroad shall maintain the portion of said highway between lines two (2) feet outside the rails of each track located thereon.

8. 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 or reconstruction of said highway upon said property commenced within one (1) year from the date first herein written.

FORM OF EXECUTION WHEREOF:

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 said purpose for a continuous period of one (1) year, the rights granted shall cease to the extent of the use so abandoned or discontinued, and Railroad, its successors or assigns, shall at once have the right, in addition to but not in qualification of the rights hereinabove reserved, to resume exclusive possession of the said property, or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said highway, including the paving, from said property of Railroad, to restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said highway, and to bear the expense thereof. Should Grantee in such event fail, neglect or refuse to so remove said highway 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.

DESCRIPTION COLLECT:

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

CHIEF ENGINEER

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written. (in duplicate)

APPROVED:

Valuation Officer

APPROVED AS TO CORPORATE OFFICER

COUNSEL ATTORNEY

FORM APPROVED:

APPROVED AS TO FORM

(APPROVED AS TO FORM) CITY CLERK

SOUTHERN PACIFIC COMPANY,

By W. J. Gault
(Title) Assistant Vice President

Attest J. H. [Signature]
Assistant Secretary

CITY OF RIVERSIDE,

By E. J. Sales
Mayor

Attest Virginia J. Strohecker
Clerk

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M.B. 14/82-83
Recs. Riv. Co.

Most Sly Corner Lot 66 MADISON PARK
N49°24'E

60'
POR. LOT 1, BLOCK 66,
LANDS OF SAYWARD &
EVANS

M.B. 3, PG 2,
RECS. S.B. CO.

SOUTHERN PACIFIC CO.

SLOPE EASEMENT

50

A. T. & S. F.

50

R. R.

MADISON

40

N34°00'W

STREET

40

CITY OF RIVERSIDE, CALIFORNIA

PLAT OF PARCEL(S) DESCRIBED
IN THE ATTACHED DOCUMENT

*This plat is solely an aid in locating the parcel(s) described in the
attached document. It is not a part of the written description therein.*

SCALE: 1" = 20' DRAWN 12/6/62 BY JS SUBJECT MADISON ST. EXTN. of AT&SF 5/35

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