

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 highway slopes upon and across that certain parcel of land, situate in the City of Riverside, County of Riverside, State of California, being the west 12-feet of the east 56-feet of the NE 1/4 of the NE 1/4 of Section 32, T. 2 S., R. 5 W., SBB&M, lying within the 95-foot right of way of the San Pedro, Los Angeles & Salt Lake Railroad Company as described in deed recorded in Book 163, page 85 of Deeds, 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,

1.

2.

My Commission Expires January 3, 1969

OCCUPANT

unsubscribed
and attested

DESCRIPTION APPROVAL

by *[Signature]* 4/18/65 by *[Signature]*
S. W. D. R.

RECORDED Apr. 26, 1965
 INDEXED _____
 OFFICE RECORDS, L.A. CO.
 INSTRUMENT NO. 48215

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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.

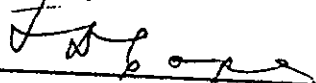
The GRANTORS reserve the general right to themselves, their successors and assigns, to use and to permit others to use, the land above described for any purpose not inconsistent with the easement hereby granted.

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 slope 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 16th day of February, 1965.

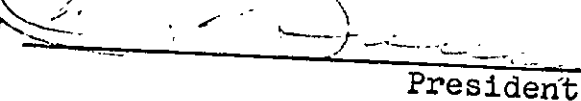
Attest:



Assistant Secretary

LOS ANGELES & SALT LAKE RAILROAD
COMPANY
UNION PACIFIC RAILROAD COMPANY

By



President

Attest:



City Clerk

Seal

CITY OF RIVERSIDE

By



Mayor

2.

COPY

unlabeled
and copy

5375

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS.

On April 5, 1965, before me, the under-
signed, a Notary Public in and for said County and State, personally
appeared E. H. DAILEY, known to me to be the

President, and E. D. Cope,
known to me to be Assistant Secretary, of each of the corporations
that executed the within Instrument, known to me to be the persons
who executed the within Instrument on behalf of each of the corpo-
rations therein named, and acknowledged to me that each such corpo-
ration executed the within Instrument pursuant to its bylaws or a
resolution of its board of directors.

WITNESS my hand and official seal.

Seal

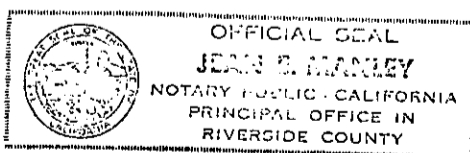
G. T. Engle
Notary Public in and for said
County and State

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STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss

On this 16th day of February 19 65, before me
Jean E. Manley 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.



Jean E. Manley
Jean E. Manley
Notary Public in and for the County of
Riverside, State of California

JEAN E. MANLEY
My Commission Expires January 3, 1969

COLLECTED

RECEIVED
JAN 10 1969

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CITY OF RIVERSIDE

COUNCILMEN

Minutes of Adjourned Regular Meeting of the City Council
 Date of Meeting: February 16, 1965
 Time of Meeting: 9:00 A. M.
 Place of Meeting: Council Chamber, City Hall

WARDS 1 2 3 4 5 6 7

Roll Call:

Present X X X X X X X

In consideration of the recommendation from the Public Works Department, approval was given an Easement whereby the Los Angeles and Salt Lake Railroad Company and its Lessee, Union Pacific Railroad Company, grant to the City of Riverside an easement covering sloping of earth from Streeter Avenue onto the Railroad's property, required in connection with the project of widening Streeter Avenue at the Railroad Crossing; and execution of the Easement, referred to as C.L.D. No. 15030, was authorized and directed.

Motion X
 Second X
 All Ayes

Certified to be a full, true and correct excerpt from the Minutes of the City Council appearing on Page 50-244, on file in my office.

Virginia J. Strubecker
 City Clerk of the City of Riverside

Dated this 4th day of March, 1965.

Seal

48215

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RECEIVED FOR RECORD

APR 26 1965

35 Min. Post 4/26/65

At Request of

Recorded in Official Records
of Riverside County, California

W. W. DeLong

Recorder
FEES \$7.00

INDEXED