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Tract 3760

DOCUMENTARY TRANSFER TAX

\$ _____ None

Signature *[Handwritten Signature]*
CITY OF RIVERSIDE

C.L.D. No. 15380

Tr. 3760

EASEMENT

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For a valuable consideration, LOS ANGELES & SALT LAKE RAILROAD COMPANY and its Lessee, UNION PACIFIC RAILROAD COMPANY, Utah corporations, hereinafter collectively called "Grantor," do hereby grant to the CITY OF RIVERSIDE, a municipal corporation of the State of California, hereinafter called "Grantee," an easement to construct, maintain, operate, and remove a sanitary sewer line under and across that property of the Grantor, more particularly described as follows:

That certain strip of land, 10.00 feet in width, situate in the City of Riverside, County of Riverside, State of California, within the NE 1/4 of the NW 1/4 of Section 33, T. 2 S., R. 5 W., SBB&M, and being that portion of that certain 50.00 foot strip of land described in deed to San Pedro, Los Angeles & Salt Lake Railroad Company, recorded in Book 165, page 46 of Deeds, records of said County, said 10.00 foot strip lying 5.00 feet on each side of the following described centerline:

Beginning at a point on the northerly line of Dewey Avenue, 66.00 feet wide, distant thereon 33.00 feet northerly and 192.00 feet westerly from the southeast corner of said NE 1/4 of the NW 1/4 of Section 33; thence northerly at right angles to said northerly line, 50.00 feet to the northerly line of said 50.00 foot strip of Railroad Company land.

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

1. DESCRIPTION APPROVAL
by *George P. Hutchins* 7/28/69
Attorney

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6866

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 Grantor, its successors or assigns, without liability to Grantee or to anyone else for compensation or damage, provided, however, that said sanitary sewer shall not be interfered with except as necessary during work on said railroad and appurtenances.

Grantor reserves the general right to itself, its 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, easements, licenses, 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.

In consideration of the foregoing grant of easement by Grantor, Grantee hereby agrees as follows:

(1) To construct the sanitary sewer in accordance with plans and specifications approved by Grantor.

(2) To maintain the sanitary sewer in good condition and repair at all times, at its expense, to the satisfaction of Grantor and under its supervision if, after the notice herein-

79146
after provided for, Grantor elects to supervise the doing of any maintenance, repair or renewal work.

(3) That prior to the commencement of any work within the boundaries of said above described parcel of land in the construction, maintenance, repair, or renewal of said sanitary sewer, Grantee shall give to Grantor reasonable notice of not less than seventy-two (72) hours, stating the exact time for the commencement of any such work and the nature of the work to be done, emergency repairs, however, excepted.

(4) That in the event it is necessary to relocate or strengthen the sanitary sewer to meet the requirements of Grantor, such relocation or strengthening of the sanitary sewer will be done by Grantee at its sole expense.

(5) To reimburse Grantor promptly upon rendition of bill therefor for all costs incurred by Grantor in the employment of flagmen, inspectors, or other employees required, in the opinion of Grantor, in connection with the construction, maintenance, repair, or renewal of the sanitary sewer.

(6) Should the construction of the sanitary sewer require the relocation, reconstruction, or removal of any Grantor facility, Grantee shall, promptly upon rendition of bill therefor, reimburse Grantor for all costs incurred by it in performing said work of relocation, reconstruction, or removal.

(7) That Grantee shall indemnify and save harmless Grantor from and against any and all loss, damage, liability,

79146

cost, and expense which Grantor may sustain or bear, or to which it may be put, resulting directly or indirectly from the negligence of Grantee, its agents, servants or employees, in connection with the construction, maintenance, repair, renewal, use, operation, or removal of the sanitary sewer.

(8) That should Grantee at any time abandon the use of the above described land, or any part thereof, or fail at any time to use the same for the purposes hereinabove set out for a continuous period of one (1) year, the easement hereby given shall cease and determine to the extent of the use so abandoned or discontinued, and Grantor shall at once have the right to resume exclusive possession of said land, or any part thereof, the use of which is so discontinued or abandoned. In the event of such abandonment, in whole or in part, any portion of the sanitary sewer located within the boundaries of the easement so abandoned shall be removed by or at the sole expense of Grantee.

IN WITNESS WHEREOF, the parties hereto have duly executed this easement this 9th day of April, 1969.

Attest:

[Signature]

CONSENT TO RECORDATION

LOS ANGELES & SALT LAKE RAILROAD COMPANY
UNION PACIFIC RAILROAD COMPANY

By *[Signature]*
Vice President

CITY OF RIVERSIDE

By *[Signature]*
Mayor

THIS IS TO CERTIFY that the interest in real property conveyed by the Deed or Grant dated April 29, 1969
From: Los Angeles & Salt Lake R.R. Co. - Union Pacific
Part. 71094 of 71094 of Sec. 33, T. 2 S., R. 2 E.
For: River, 588277 - DR 165 - City of Riverside
to the City of Riverside, a municipal corporation, is hereby accepted to be held on behalf of said City pursuant to the action of the City Council thereof recorded on 1-2-68 in bk. 3574 DR pg. 329 of eq. Riverside County
Records and that the City hereby consents to recordation of this instrument through the undersigned.

Dated Aug 1, 1969 *[Signature]*
Property Management Officer

Return Deed to: Office of City Clerk
Riverside, California

79146

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss:

On this 21st day of May, 1969, before me, the undersigned, a Notary Public in and for said County and State, personally appeared F. J. Melia, known to me to be ~~the~~ Vice President, and J. J. Spellecy, known to me to be Assistant Secretary of the corporations that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporations therein named, and acknowledged to me that such corporations executed the within instrument pursuant to their bylaws or a resolution of their Boards of Directors.

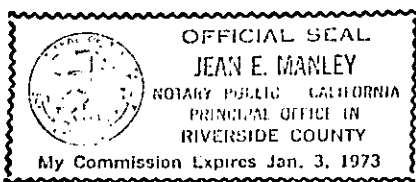
WITNESS my hand and official seal.

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

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss

On this 26th day of February 1969, before me Jean E. Manley a Notary Public in and for said County and State, personally appeared BEN H. LEWIS, 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
Notary Public in and for the County of
Riverside, State of California

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Microfilm recording from 4-1-65. Book and page no longer assigned. Identify by account number and year of filing.

RECEIVED FOR RECORD

AUG 1 1969

55 Min. Past 7 o'clock P M

At Request of

CITY CLERK

Recorded in Official Records of Riverside County, California

W. W. D. D. D.

Recorder

FEE \$ None

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