

When recorded mail to:
City Clerk's Office
City of Riverside
City Hall, 3711 Orange St.
Riverside, CA 92501
C.L.D. No. 17062

DOCUMENTARY TRANSFER TAX
\$ _____ None
Signature *[Handwritten Signature]*
CITY OF RIVERSIDE

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EASEMENT

For a valuable consideration, LOS ANGELES & SALT LAKE RAILROAD COMPANY and its Lessee, UNION PACIFIC RAILROAD COMPANY, Utah corporations, hereinafter collectively called "Grantor", does hereby grant to the CITY OF RIVERSIDE, a municipal corporation of the State of California, hereinafter called "Grantee", subject to the terms hereinafter contained, an easement for the construction, maintenance, and operation of a public highway upon and across those two certain parcels of land, situate in the City of Riverside, County of Riverside, State of California, lying within the N. $\frac{1}{2}$ of the N.W. $\frac{1}{4}$ of Fractional Section 34, T. 2 S., R. 5 W., S.B.B. & M., and being portions of the rights of ways described in deeds to San Pedro, Los Angeles & Salt Lake Railroad Company recorded in Book 165, page 44, and in Book 160, page 198, both of Deeds, Records of said County, more particularly described as follows:

PARCEL NO. 1

Commencing at the southeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Fractional Section 34; thence westerly along the southerly line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section, 60.00 feet to the southwest corner of that certain parcel of land described in easement to City of Riverside recorded in Book 494, page 82 of Deeds, Records of said County, said southwest corner being the True Point of Beginning; thence continuing westerly along said southerly line 31.82 feet; thence leaving said southerly line and northerly at right angles, 5.50 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 28.50 feet; thence northeasterly along said curve, an arc distance of 26.45 feet to a line parallel with and distant westerly 9.00 feet, measured at right angles, from the westerly boundary of said easement parcel; thence

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northerly along said parallel line, 43.08 feet to the northerly line of said Railroad Right of Way described in said deed recorded in Book 165, Page 44, of Deeds; thence easterly along said northerly line, 9.00 feet to the northwesterly corner of said easement parcel; thence southerly along the westerly line of said easement parcel 60.00 feet to the True Point of Beginning.

PARCEL NO. 2

Beginning at a point on the southerly line of the $NE\frac{1}{4}$ of the $NW\frac{1}{4}$ of said Fractional Section 34, distant easterly thereon, 10.00 feet from the southeast corner of the $NW\frac{1}{4}$ of the $NW\frac{1}{4}$ of said Fractional Section 34, said point being the southeast corner of above-mentioned easement parcel; thence northerly along the easterly line of said easement parcel 56.88 feet to the most northeasterly corner of said easement parcel; thence easterly along the northerly line of said Railroad Right of Way described in deed recorded in Book 160, Page 198, of Deeds; a distance of 9.00 feet; thence leaving said northerly line and southerly along a line parallel with and distant easterly 9.00 feet, measured at right angles, from the easterly line of said easement parcel, 56.86 feet, more or less, to the southerly line of said Railroad Right of Way; thence westerly along said southerly line 9.00 feet to the Point of Beginning.

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 pipelines and conduits, and telegraph, telephone, signal, power, transmission and other electric lines and other railroad facilities and structures

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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 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.

Grantor reserves the general right to itself, its successors and assigns, to use and to permit others to use said parcels of land for any purpose not inconsistent with the easement hereby granted. Without limiting the generality of the foregoing, Grantor and Grantee agree that movement across said parcels of land of both wheeled and crawler type equipment used in maintaining Grantor's right of way, tracks, bridges, signals and other facilities consisting primarily of trucks, cranes, bulldozers, motor graders and front-end loaders by Grantor, its successors and assigns, is 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

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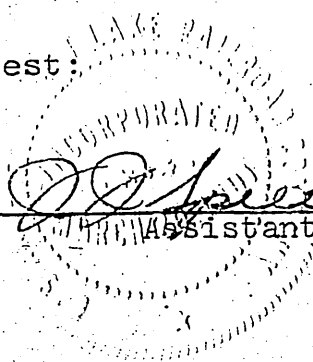
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herein granted shall terminate, and all rights herein granted shall revert to Grantor, its successors and assigns.

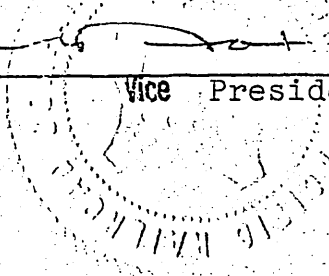
IN WITNESS WHEREOF, the parties hereto have executed this easement in duplicate this 14th day of September, 1971.

LOS ANGELES & SALT LAKE RAILROAD COMPANY
UNION PACIFIC RAILROAD COMPANY

Attest:


[Signature]
Assistant Secretary

By

[Signature]
Vice President


CITY OF RIVERSIDE

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss

On this 14th day of September 19 71, before me Barbara A. Whitmore 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

CONSENT TO RECORDATION

THIS IS TO CERTIFY that the interest in real property conveyed by the Deed or Grant dated 9-14-71 from Los Angeles and Salt Lake Railroad Company and Union Pacific Railroad Company for N. 1/2 of the N.W. 1/4 of Fractional Section 34, T.2S., R.5W., S.B.B. & M.

to the City of Riverside, a Municipal Corporation, is hereby accepted for and on behalf of said City pursuant to Resolution of the City Council thereof recorded on 12-29-66 by Inst. No. 123460, Riverside County Records, and the Grantee hereby consents to recordation of this instrument through the undersigned.

Dated 1-4-74

[Signature]
Property Services Manager

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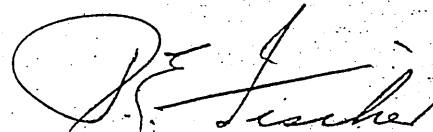
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STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss:

On MAY 5, 197²X, before me, the under-
signed, a Notary Public in and for said County and State, per-
sonally appeared W. J. FOX, known to me to be
█ 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 exe-
cuted the within Instrument pursuant to their Bylaws or a resolu-
tion of their Board of Directors.

WITNESS my hand and official seal.



Notary Public in and for said
County and State

