

EASEMENT

1
2 LOS ANGELES & SALT LAKE RAILROAD COMPANY and its Lessee, UNION
3 PACIFIC RAILROAD COMPANY, corporations of the State of Utah, herein-
4 after collectively called "First Party", for a valuable consideration,
5 do hereby grant unto CITY OF RIVERSIDE, a municipal corporation of
6 the State of California, hereinafter called "Second Party", an ease-
7 ment and right of way for a 30-inch R. C. storm drain pipe line upon
8 and across the following parcel or parcels of land:

9 The 100 foot main track right of way of the Los Angeles &
10 Salt Lake Railroad Company across Lot 2 of Section 29,
11 T2S, R5W, S.B.E. & M., in the City of Riverside, County of Riverside,
12 State of California, and at a depth of not less than 17 feet below the
13 base of rails in said main track, the center line of said 30-inch
14 pipe line being located at Engineer's Station 2808+38.2, and more
15 particularly shown on map marked Exhibit "A", dated February 12,
16 1953, attached hereto and hereby made a part hereof.

17 TOGETHER with the right to enter upon and to pass and repass
18 over and along said strips of land and to deposit tools, implements
19 and other material thereon by said Second Party, its officers, agents
20 and employees and by persons under contract with it and their employ-
21 ees, whenever and wherever necessary for the purpose of constructing,
22 maintaining, reconstructing, inspecting, operating and repairing any
23 works for said purposes for which this easement is granted, which
24 said works are hereinafter described as "structure".

25 This grant is subject and subordinate to the prior and contin-
26 uing right and obligation of First Party and its successors to use
27 and maintain its entire railroad right of way and property in per-
28 formance of its public duty as a common carrier, and is also subject
29 to the right and power of First Party and its successors in interest
30 or ownership of the said railroad right of way and property to construct,
31 maintain, use and operate, on the present or other grade, existing
32 or additional railroad tracks and appurtenances thereto, including
33 water and fuel pipe lines and conduits and telegraph, telephone,
34 signal, power, transmission and other electric lines and other rail-
35 road facilities and structures of any kind, along or across any or
36 all parts of said land above described, all or any of which may be
37 freely done at any time or times by First Party or its successors
38 without liability to Second Party or to anyone else for compensation
39 or damage, provided said structure shall not be interfered with
40 except as necessary during work on said railroad and appurtenances.

41 Second Party agrees to construct, reconstruct, maintain,
42 operate, remove and alter said structure in such manner that it will
43 not interfere in any way whatsoever with the operations of First
44 party, its successors or assigns, and that the location of said
45 structure and all work in connection with the construction, recon-
46 struction, maintenance, operation, removal, alteration, etc.,
47 of said structure, shall be done in a first class, workmanlike man-
48 ner.

49 Second Party agrees that upon completion of any work in con-
50 nection with said structure as much as possible of the earth ex-
51 cavated from the trenches thereof shall be thrown back into the
52 trenches, and the remainder shall be removed from the premises or
53 spread out evenly and smoothly over the surface of the ground, and
54 that all of said backfilling shall be thoroughly packed so that the
55 ground will not sink or cave in after said backfilling is com-
56 pleted.

1 This instrument is subject to all conditions, limitations,
2 restrictions and encumbrances which may affect the said land or
3 interests of persons other than First Party therein; and the word
4 "grant" as used herein shall not be construed as a covenant against
5 the existence of any thereof.

6 When the Second Party or its successors shall cease to use the
7 land above described for the purposes hereinabove set forth, the
8 easement and right of way hereby granted shall terminate, and all
9 rights herein granted shall revert to First Party, its successors
10 or assigns.

11 IN WITNESS WHEREOF the parties hereto have caused this in-
12 strument to be executed this 10th day of March, 1953.

13 LOS ANGELES & SALT LAKE RAILROAD COMPANY
14 UNION PACIFIC RAILROAD COMPANY

15 By /s/ A. J. Seitz, Executive Vice Pres.

16 ATTEST: /s/ F. D. Cope,
17 Assistant Secretary

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The 100 foot main track right of way of the Los Angeles & Salt Lake Railroad Company across Lot 2 of Section 29, T2S, R5W, S.B.E. & N., in the City of Riverside, County of Riverside, State of California, and at a depth of not less than 17 feet below the base of rails in said main track, the center line of said 30-inch pipe line being located at Engineer's Station 2808+38.2, and more particularly shown on map marked Exhibit "A", dated February 12, 1953, attached hereto and hereby made a part hereof.

TOGETHER with the right to enter upon and to pass and repass over and along said strips of land and to deposit tools, implements and other material thereon by said Second Party, its officers, agents and employees and by persons under contract with it and their employees, whenever and wherever necessary for the purpose of constructing, maintaining, reconstructing, inspecting, operating and repairing any works for said purposes for which this easement is granted, which said works are hereinafter described as "structure".

This grant is subject and subordinate to the prior and continuing right and obligation of First Party and its successors to use and maintain its entire railroad right of way and property in performance of its public duty as a common carrier, and is also subject to the right and power of First Party and its successors in interest or ownership of the said railroad right of way and property 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 and telegraph, telephone, signal, power, transmission and other electric lines and other railroad facilities and structures of any kind, along or across any or all parts of said land above described, all or any of which may be freely done at any time or times by First Party or its successors without liability to Second Party or to anyone else for compensation or damage, provided said structure shall not be interfered with except as necessary during work on said railroad and appurtenances.

Second Party agrees to construct, reconstruct, maintain, operate, remove and alter said structure in such manner that it will not interfere in any way whatsoever with the operations of First party, its successors or assigns, and that the location of said structure and all work in connection with the construction, reconstruction, maintenance, operation, removal, alteration, etc., of said structure, shall be done in a first class, workmanlike manner.

Second Party agrees that upon completion of any work in connection with said structure as much as possible of the earth excavated from the trenches thereof shall be thrown back into the trenches, and the remainder shall be removed from the premises or spread out evenly and smoothly over the surface of the ground, and that all of said backfilling shall be thoroughly packed so that the ground will not sink or cave in after said backfilling is completed.

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2 restrictions and encumbrances which may affect the said land or
3 interests of persons other than First Party therein; and the word
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the existence of any thereof.

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10 UNION PACIFIC RAILROAD COMPANY

11 By /s/ A. J. Scitz, Executive Vice Pres.

12 ATTEST: /s/ F. D. Cope,
13 Assistant Secretary
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