

LICENSE AND EASEMENT

COPY

THIS INSTRUMENT, made this 7th day of January, 1958, by and between LOS ANGELES & SALT LAKE RAILROAD COMPANY (formerly San Pedro, Los Angeles & Salt Lake Railroad Company) and its Lessee, UNION PACIFIC RAILROAD COMPANY, corporations of the State of Utah, hereinafter collectively called "First Party", and the CITY OF RIVERSIDE, a municipal corporation of the State of California, hereinafter called "Second Party",

WITNESSETH:

The First Party hereby grants unto Second Party, subject to the terms and conditions hereinafter contained, a license and easement for the construction, operation, maintenance, repair and reconstruction of a 45-inch reinforced concrete pipe sewer line within a 66-inch tunnel liner plate, hereinafter called "pipe line", under and across the Railroad right of way and within a strip of land 15 feet in width located in the SW $\frac{1}{4}$ of Section 29, T.2 S., R. 5W., S.B.L. & M. in the City of Riverside, County of Riverside, State of California and more particularly described as follows:

That certain strip of land, 15 feet in width, situate in the City of Riverside, County of Riverside, State of California, and being that portion of that certain 100-foot right of way conveyed by deed to San Pedro, Los Angeles & Salt Lake Railroad Company, recorded in Book 117, page 354 of Deeds, records of said County, the southerly line of said 15-foot strip being the northerly line of that certain 20-foot easement strip for sanitary sewer purposes granted to City of Riverside as recorded in Book 505, page 109, Official Records of said County. The northerly line of said 15-foot strip of land to be prolonged or shortened so as to terminate in the easterly and westerly lines of said 100-foot right of way.

Recorded Book 2211/272
January 23, 1958
Res. 8039

In consideration of the foregoing grant by the First Party, Second Party agrees as follows:

1. To lay and construct said sewer line in accordance with plans and specifications to be submitted to and approved by the First Party, under its direct supervision, and in a manner satisfactory to it, and to lay and construct said tunnel in accordance with plans and specifications as approved by the First Party, under its direct supervision and in a manner satisfactory to it, as shown on Second Party's Drawing No. S-101, Sheet 15 of 15, revised November 12, 1957, attached hereto and made a part hereof, and that the invert of said tunnel to be located approximately 40 feet below top of rail,

2. To maintain said pipe line in good condition and repair at all times, to the satisfaction of the First Party and under its supervision if, after the notice hereinafter provided for, the First Party elects to supervise the doing of any maintenance, repair or renewal work.

3. To use said pipe line for sanitary sewer purposes only.

4. That the cost of laying and constructing said pipe line and thereafter operating, using, maintaining, repairing, and renewing the same, shall be wholly borne by Second Party.

5. That this license and easement is subject to the right of the First Party, and its successors in interest or ownership of the property hereinabove described, to construct, maintain, use and operate 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 said land, all or any of which may be freely done at any time or times by the First Party, or its successors, without liability to the Second Party or to anyone else for compensation or damages, provided however, that the said pipe line shall not be interfered with except as necessary during the work on said property.

6. That prior to the commencement of any work upon said pipe line in the laying, construction, maintenance, repair, or renewal thereof, or any excavation or digging therefor, upon said land, Second Party shall give the First Party reasonable notice of not less, however, 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.

7. 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.

8. Should Second Party, or its successors, cease to use the land above described for the purposes hereinabove set forth, the lease and easement hereby granted shall terminate, and all rights herein granted shall revert to First Party, its successors or assigns.

9. Second Party shall indemnify and save harmless the First Party from and against any and all loss, damage, liability,

cost and expense which the First Party may sustain or bear, or to which it may be put, resulting directly or indirectly from the negligence of Second Party, its agents, servants or employees, in connection with the laying, construction, maintenance, repair, renewal, use, operation or removal of said pipe line.

10. That all costs incurred by First Party in the employment of flagmen, inspectors, or other employees required to protect First Party's property from damage arising from the construction, operation, maintenance, repair, renewal and use of said sewer line and tunnel, shall be borne wholly by the Second Party.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement the day and year hereinafter written.

LOS ANGELES & SALT LAKE RAILROAD COMPANY
UNION PACIFIC RAILROAD COMPANY

By /s/ G. A. Cunningham
General Manager
FIRST PARTY

Attest:

/s/ W. H. Johnson
Assistant Secretary

CITY OF RIVERSIDE

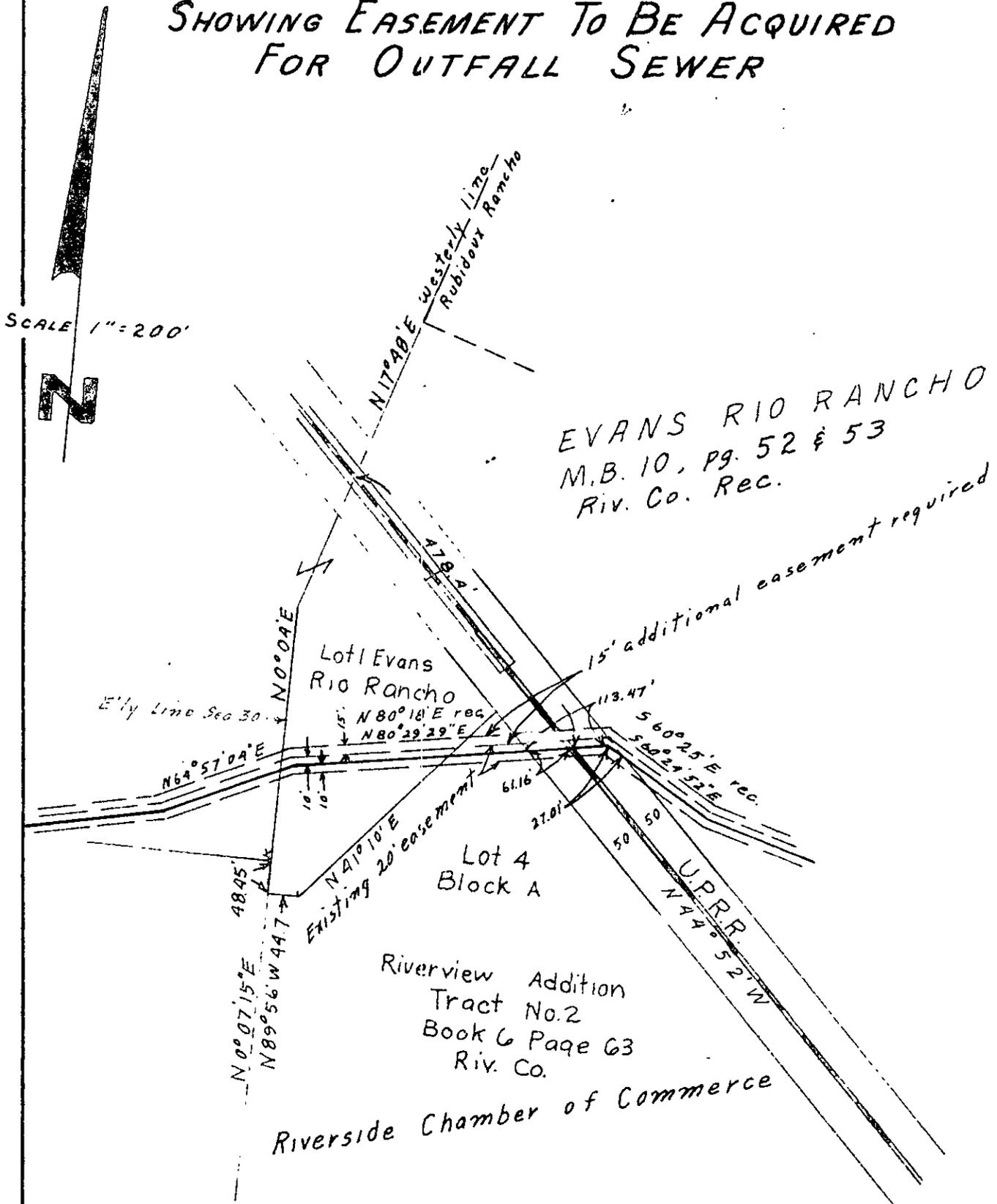
By /s/ E. V. Dales
Mayor
SECOND PARTY

Attest:

/s/ W. G. Waite
City Clerk

PLAT

SHOWING EASEMENT TO BE ACQUIRED
FOR OUTFALL SEWER



NOTE - Bearings along existing pipe-line are TRUE bearings based on Polaris observation.

212
J-114

RESOLUTION NO. 8039

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERSIDE, CALIFORNIA, ACCEPTING A LICENSE AND EASEMENT

BE IT RESOLVED, that a License and Easement, dated January 7, 1958, executed by the Los Angeles and Salt Lake Railroad Company and the Union Pacific Railroad Company, granting to the City of Riverside, a municipal corporation, a license and easement for the construction, operation, maintenance, repair and reconstruction of a 45-inch reinforced concrete pipe sewer line within a 36-inch tunnel liner plate, under and across the railroad right of way and within a strip of land 15 feet in width, located in the southwest quarter of Section 29, Township 2 South, Range 5 West, SBB&M, in the City of Riverside, County of Riverside, State of California, being more particularly described in said License and Easement, be, and the same is hereby, officially accepted.

ADOPTED by the City Council, signed by the Mayor and attested by the City Clerk this 7th day of January, 1958.

E. J. Sales
Mayor of the City of Riverside

ATTEST:

[Signature]
City Clerk of the City of Riverside

I, W. G. Latte, City Clerk of the City of Riverside, California, hereby certify that the foregoing resolution was duly and regularly introduced and adopted by the City Council of said City, at its meeting held on the 7th day of January, 1958, by the following vote:

Ayes: Councilmen Backstrand, Bergin, Bonnett, Johnson, O'Neill, Smith and Voris.

Noes: None.

Absent: None.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Riverside, California, this 7th day of January, 1958.

[Signature]
City Clerk of the City of Riverside