

EASEMENT, Made this 13th day of January, 1959,  
by THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Kansas  
corporation, hereinafter called "Santa Fe", first party, to  
CITY OF RIVERSIDE, a California municipal corporation, hereinafter  
called "City", second party.

Santa Fe hereby donates and grants to the City an easement for the  
construction of a highway underpass under and across that certain parallelogram  
shaped parcel of land in the City of Riverside, County of Riverside, State of  
California, being a portion of the West Half of Section 35, Township 2 South,  
Range 5 West, San Bernardino Base and Meridian, and being all that portion of  
The Atchison, Topeka and Santa Fe Railway Company's 100 foot wide right of way,  
more particularly described as follows:

Beginning at the intersection of the northerly line of the  
Southwest Quarter of said Section 35 with the northwesterly line of  
said 100 foot wide right of way, said point of intersection being  
distant easterly along said northerly line 356.24 feet from the north-  
westerly corner of the Southwest Quarter of said Section 35; thence  
South  $49^{\circ}03'06''$  West (bearing assumed for purpose of this description)  
along said northwesterly line 88.19 feet; thence North  $85^{\circ}10'56''$  East  
169.60 feet to a point in the southeasterly line of said 100 foot wide  
right of way; thence North  $49^{\circ}03'06''$  East along said southeasterly  
line 219.39 feet; thence South  $85^{\circ}10'56''$  West 169.60 feet to a point  
in said northwesterly line; thence South  $49^{\circ}03'06''$  West along said  
northwesterly line 131.20 feet to the point of beginning. Said parcel  
contains an area of 0.504 acre of land, more or less.

This easement is subject and subordinate to the prior and continuing  
right and obligation of the Santa Fe, its successors and assigns, to use all of  
the land described herein in the performance of its public duty as a common  
carrier and for that purpose Santa Fe expressly reserves for itself, its  
successors and assigns, the right to construct, reconstruct, maintain and  
operate existing or any additional railroad tracks, facilities and appurtenances

thereto upon, along and across the land described herein in such manner as may be consistent with the enjoyment of the easement for highway purposes herein granted to City.

TO HAVE AND TO HOLD the above described easement from the date hereof, subject, however, to all valid and existing contracts, leases, licenses, easements and encumbrances which may in any wise affect the premises, and subject also to the express conditions subsequent following:

1. That said parcel of land shall be used for no other purpose than that of a public highway.
2. That if said parcel of land is not entered upon and appropriated by the City within a period of two (2) years from the date hereof this instrument shall be null and void.
3. That the City shall and will repair and restore any property belonging to Santa Fe that may be damaged by the City and will save harmless and indemnify the Santa Fe against all claims, demands, suits, judgments, expenses, and costs of any and every kind, insofar as it may legally do so, on account of the injury to or death of persons or loss of or damage to property arising in any manner out of or in connection with any work by the City upon the hereinabove described parcel.
4. That if the land hereinabove described or any portion thereof shall cease to be used for the purpose as above stated, then and in that event the right hereby given shall as to such portion or portions, as the case may be, thereupon cease and determine and Santa Fe, its successors and assigns, shall resume possession thereof the same as though this instrument had not been executed.

5. That the City will not give or consent to any franchise, right, privilege or easement upon, across, under or over the Santa Fe's tracks and right of way which might in any manner interfere with the operation or maintenance of Santa Fe property.

6. This instrument is given without warranty of title of any kind, express or implied, and no covenant of warranty of title shall be implied from the use of any word or words herein contained.

All of the conditions herein contained shall be binding upon the assigns of the City and shall inure to the benefit of the successors and assigns of the Santa Fe.

IN WITNESS WHEREOF, Santa Fe has duly executed this instrument the day and year first above written.

THE ATCHISON, TOPEKA AND SANTA FE  
RAILWAY COMPANY

By

*R. B. Rydman*  
Its Vice President

ATTEST:

*W. O. App*  
Its Assistant Secretary

Recorded Jan. 14, 1960  
Book 2615 pg. 577