

John Woodhroel
ASST. CITY ATTORNEY

AGREEMENT AND GRANT OF EASEMENT

THIS AGREEMENT AND GRANT OF EASEMENT, made and entered into this 25th day of May, 1962, by and between the STATE OF CALIFORNIA, acting by and through its Director of Finance, hereinafter called State, and CITY OF RIVERSIDE, hereinafter called Grantee:

W I T N E S S E T H:

That the State, pursuant to the provisions of Section 15105 of the Government Code of the State of California, and for a valuable consideration, receipt of which is hereby acknowledged, does grant unto Grantee, its successors and assigns forever, an easement to construct, use, maintain, alter, add to, repair and replace a street upon, over and across that certain real property situated in the County of Riverside, State of California, described as follows:

1. A strip of land, 19 feet in width, being all that part of the westerly 19.0 feet of the southerly 268.32 feet of Government Lot 3 in the Fractional northwest quarter of Section 34, Township 2 South, Range 5 West, San Bernardino Base and Meridian.

Excepting therefrom all that part of the Union Pacific Railway Company right-of-way lying within the above-described strip of land. See attached plat.

For public street purposes.

2. A strip of land 4 feet in width being all that part of easterly 4 feet of Lots 39 and 41 of Nogales Tract as shown by map on file in Book 9, Page 7 of Maps in the office of the County Recorder of Riverside County, California.

For public street purposes.

APPROVED AS TO DESCRIPTION

J. F. MARTINEK
Director of Public Works

By *J. F. Martinek*
Assistant City Engineer

by _____

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4/20
7/12

PROVIDED, HOWEVER, that this Grant of Easement by State is made under and subject to the following terms and conditions which Grantee hereby accepts:

1. This Grant is subject to all valid and existing contracts, leases, licenses, easements, encumbrances, and claims of title which may affect said property and the word "Grant" as used herein shall not be construed as a covenant against the existence of any thereof.

2. Grantee hereby waives all claims against the State, its officers, agents, and employees, for loss or damage caused by, arising out of, or in any way connected with the use by Grantee of said real property or the exercise of said Easement, and Grantee agrees to save harmless and indemnify the State, its officers, agents, and employees, from any and all loss, damage and liability which may be suffered or incurred by the State, its officers, agents, and employees caused by, arising out of, or in any way connected with the use by Grantee of said real property or the exercise of said Easement.

3. State expressly reserves the right to the use of said real property, in any manner, provided such use does not unreasonably interfere with the use of the Easement herein granted.

4. After said street is widened, this Easement shall terminate in the event Grantee at any time during the existence hereof, fails for a continuous period of one year to use and maintain said Easement for the purposes herein granted. In the event of such termination Grantee shall deliver to State within thirty days after service of written demand therefor a good and sufficient quitclaim deed to the rights arising hereunder, and shall, if requested by State, and without expense to State, and within ninety days from such time as State may notify Grantee, remove all property and equipment placed by or for Grantee upon said property and restore said premises as nearly as possible to the same state and condition they were in prior to the execution of this Easement. In the event Grantee should fail, neglect or refuse to restore the premises in accordance with such request, State may do so at the risk of Grantee, and all cost and expense of such removal and restoration shall be paid by Grantee upon demand.

IN WITNESS WHEREOF, this Agreement and Grant of Easement has been executed in quadruplicate by the parties hereto as of the date first above written.

APPROVED
R.R. Rauscher 5/17/62
JAMES H. REICHER
F-S-C, COUNTY

STATE OF CALIFORNIA

Hale Champion, Director of Finance

By [Signature]

City of Riverside

H. K. Hunter

By [Signature]

City Manager

APPROVED:

[Signature]

Director of Motor Vehicles

[Signature]

Chief, Property
Acquisition Division

RECORDED JUNE 29, 1962

BOOK 3172 PAGE 245

OFFICIAL RECORDING CO.

INSTRUMENT NO. 61418

