

City of Riverside
City Clerk's Office
3900 Main St
Riverside, CA 92502

72002

APPROVED AS TO FORM BY GENERAL COUNSEL
MARCH 15, 1973

RELMIS: BJ-544.8-X()

RECEIVED FOR RECORD
Min. Past 10:00 AM

MAR 28 1986

Recorded in Official Records
of Riverside County, California

William E. Stoney
RECORDER

STREET OR HIGHWAY EASEMENT

This Indenture, made this 6th day of March, 1984, by and between
SOUTHERN PACIFIC TRANSPORTATION COMPANY,
a Delaware corporation, herein called "Railroad", and
CITY OF RIVERSIDE, a municipal corporation of the State of California,
address: herein called "Grantee";

Witnesseth:

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway, hereinafter termed "highway", upon and across the real property described on the attached Exhibit "A".
2. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and twenty (20) feet above the roadway surface of the highway as originally constructed, except that lighting fixtures and similar highway appurtenances may extend above said plane, provided that any such facilities will be removed or rearranged within thirty (30) days after notification from Railroad that such facilities interfere with Railroad's intended use of the space above said plane.
3. This grant is subject and subordinate to the prior right of Railroad, its successors and assigns, to use all the property described in the performance of its duty as a common carrier, and there is reserved unto Railroad, its successors and assigns, the right to construct, reconstruct, maintain, use and remove existing and future transportation, communication, power and pipeline facilities in, upon, over, under, across or along said property. In the event Railroad trackage facilities are removed from said property, Railroad shall not be obligated to make any change in the grade of said highway, nor shall such removal affect Railroad's title to the underlying property.
- This grant is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property, and the word "grant" shall not be construed as a covenant against the existence thereof.
4. The rights herein granted shall lapse and become void if the construction or reconstruction of said highway is not commenced within two (2) years from the date first herein written.
5. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power lines in, upon, over, under, across or along said property, except as necessary for maintenance of said highway.
6. Grantee shall obtain any necessary governmental authority to construct, reconstruct, maintain and use said highway. Any contractor performing work on the property herein described shall execute Railroad's standard form of contractor's agreement prior to commencing any work on Railroad's premises.
7. Except as herein otherwise provided, Grantee shall bear the entire expense of constructing, reconstructing and maintaining said highway. The crossing of said highway over any tracks of Railroad shall be constructed and maintained at the grade of said tracks now or hereafter existing. After the construction or reconstruction of said highway has been completed, Railroad shall maintain the surface of that portion of said highway between lines two (2) feet outside the rails of each track located thereon. Should Railroad abandon tracks leading to said highway, Railroad may abandon its rails, ties and appurtenant materials and leave same in place. In such event, Railroad shall not be liable for maintenance of the portion of said highway specified above.
8. As part consideration herefor, Grantee agrees to pay Railroad an amount equal to all assessments levied by any lawful body against the property of Railroad to defray any part of the expense incurred in connection with the construction or reconstruction of said highway commenced within two (2) years from the date first herein written.
9. Should Grantee at any time abandon the use of said property or any part thereof, or fail to use the same for said purpose for a continuous period of one (1) year, the rights granted shall cease to the extent of the use so abandoned or discontinued, and Railroad shall at once have the right, in addition to but not in qualification of the rights hereinabove reserved, to resume exclusive possession of said property or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said highway, including the paving, from said property of Railroad, to restore said property as nearly as practicable to the same state and condition in which it existed prior to construction of said highway, and to bear the expense thereof. Should Grantee in such event fail, neglect or refuse to so remove said highway and restore said property, such removal and restoration may be performed by Railroad at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.
10. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
11. Sections 12 through 18, inclusive, on the attached insert, are hereby made parts of this indenture.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first herein written.

SOUTHERN PACIFIC TRANSPORTATION COMPANY,
By W.E. Fowler
(Title) Assistant to Manager, Contract Dept.
Attest: J.F. O'Donnell
Assistant Secretary

CITY OF RIVERSIDE,
By Al Brown
Mayor
By Alice A. Hare
Clerk

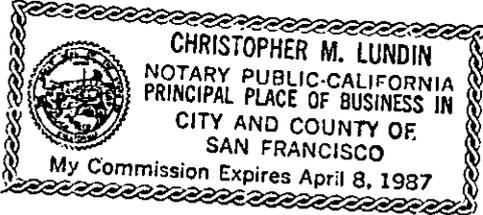
APPROVED AS TO FORM
John Woodell
CITY ATTORNEY

11727

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

ON THIS 6TH DAY OF March, 1984, BEFORE ME, CHRISTOPHER M. LUNDIN (ONE MARKET PLAZA), A NOTARY PUBLIC IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, PERSONALLY APPEARED W. E. FOWLER, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT, AS ASSISTANT TO MANAGER, CONTRACT DEPARTMENT, ON BEHALF OF THE CORPORATION THEREIN NAMED AND ACKNOWLEDGED TO ME THAT THE CORPORATION EXECUTED IT.

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Christopher M. Lundin

CONSENT TO RECORDATION

THIS IS TO CERTIFY that the interest in real property conveyed by this annexed instrument dated 3/6/84 from Southern Pacific Transportation Company to the City of Riverside, a municipal corporation of the State of California, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 14883 of said City Council adopted on January 25, 1983, and the grantee consents to the recordation thereof by its duly authorized officer.

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Dated: 3/28/86

Malissa A. [Signature]
Property Services Manager

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CITY OF RIVERSIDE

COUNCILMEN
 PETERSON
 DIGGALL
 BRENCK
 BOWERS
 MANFIELD
 SHEPARD
 LOVERIDGE

Minutes of Regular Meeting of the City Council
 Date of Meeting: January 24, 1984
 Time of Meeting: 3:00 P.M.
 Place of Meeting: Council Chamber, City Hall

WARDS

Roll Call:

Present

X	X	X	X	X	X	X	X
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CHICAGO AVENUE WIDENING AT SOUTHERN PACIFIC TRANSPORTATION COMPANY RAILROAD CROSSING

A written report was submitted from the City Manager and the Public Works Director, concurred in by the City Attorney, recommending that the City Council approve execution of an agreement between the City and the Southern Pacific Transportation Company for the acquisition of a roadway easement required in connection with the widening of Chicago Avenue. The recommendation was approved as presented; and execution of the Street or Highway Easement between Southern Pacific Transportation Company and the City of Riverside was authorized and directed.

Motion
 Second
 All Ayes

					X		
							X

Certified to be a full, true and correct excerpt from the Minutes of the City Council, appearing on Page 69-303, on file in my office.

Alice A. Hare
 City Clerk of the City of Riverside

Dated this 27th day of January, 1984.

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I N S E R T

Chicago Avenue Crossing BJ-544.8
City of Riverside

12. The print of Railroad's Los Angeles Division Drawing A-13546. Sheet No. 1, dated January 5, 1982, is hereby attached and made a part hereof.

13. Warning devices shall be installed at said highway pursuant to a separate agreement to be entered into by Railroad and State of California, Department of Transportation.

14. Railroad, at its expense, will remove the existing crossing surface, prepare its track and install timber headers and AC paving through the existing portion of the crossing.

15. Railroad, at Grantee's expense, will prepare its track in the widened portion of the crossing and install timber headers and AC paving through the widened crossing. Grantee agrees to reimburse Railroad for all cost and expense incurred by Railroad in connection therewith.

16. Railroad shall submit to Grantee a bill for eighty percent (80%) of the estimated cost to Railroad in performing work for which Grantee is obligated to reimburse Railroad hereunder upon completion of such work, which bill Grantee agrees to promptly pay. Should the actual cost prove upon completion of audit to be more or less than such estimated cost, the difference shall be promptly paid by Grantee or refunded by Railroad, as the case may be.

17. The work to be performed by Railroad hereunder shall be commenced as soon as labor and materials are available, following execution of this instrument, and shall be completed within one (1) year thereafter.

18. The parties intend that the promises and obligations of this indenture shall constitute covenants running with the land so as to bind and benefit their respective successors and assigns.

*

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Page 7
9/20/83

EXHIBIT "A"

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That certain parcel of land situated in the City of Riverside, County of Riverside, State of California, being portions of the northwest quarter of the northwest quarter of Section 19 and the northeast quarter of the northeast quarter of Section 24, Township 2 South, Range 4 West, San Bernardino Meridian, described as follows:

Beginning at the intersection of the east line of said Section 24 with the northwesterly line of land (50 feet wide) of Southern Pacific Transportation Company, as described in deed to Southern Pacific Railroad Company, a corporation, recorded October 19, 1896, in Book 52 of Deeds, Page 134, et seq. Records of Riverside County;

Thence South 51°51'29" West along said northwesterly line 70.70 feet to a line which is parallel with and distant 55.00 feet westerly, measured at right angles, from said east line of Section 24;

Thence South 0°47'22" West along said parallel line, 64.28 feet to the southeasterly line of said Transportation Company's land;

Thence North 51°51'29" East along said southeasterly line being also the southeasterly line of land described in deed recorded October 19, 1896 and the southeasterly line of land described in deed to Southern Pacific Railroad Company, recorded

11A

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August 14, 1896, in Book 50 of Deeds, Page 369, et seq., Records of said Riverside County, a distance of 127.26 feet to a line which is parallel with and distant 44.00 feet easterly, measured at right angles, from said east line of Section 24;

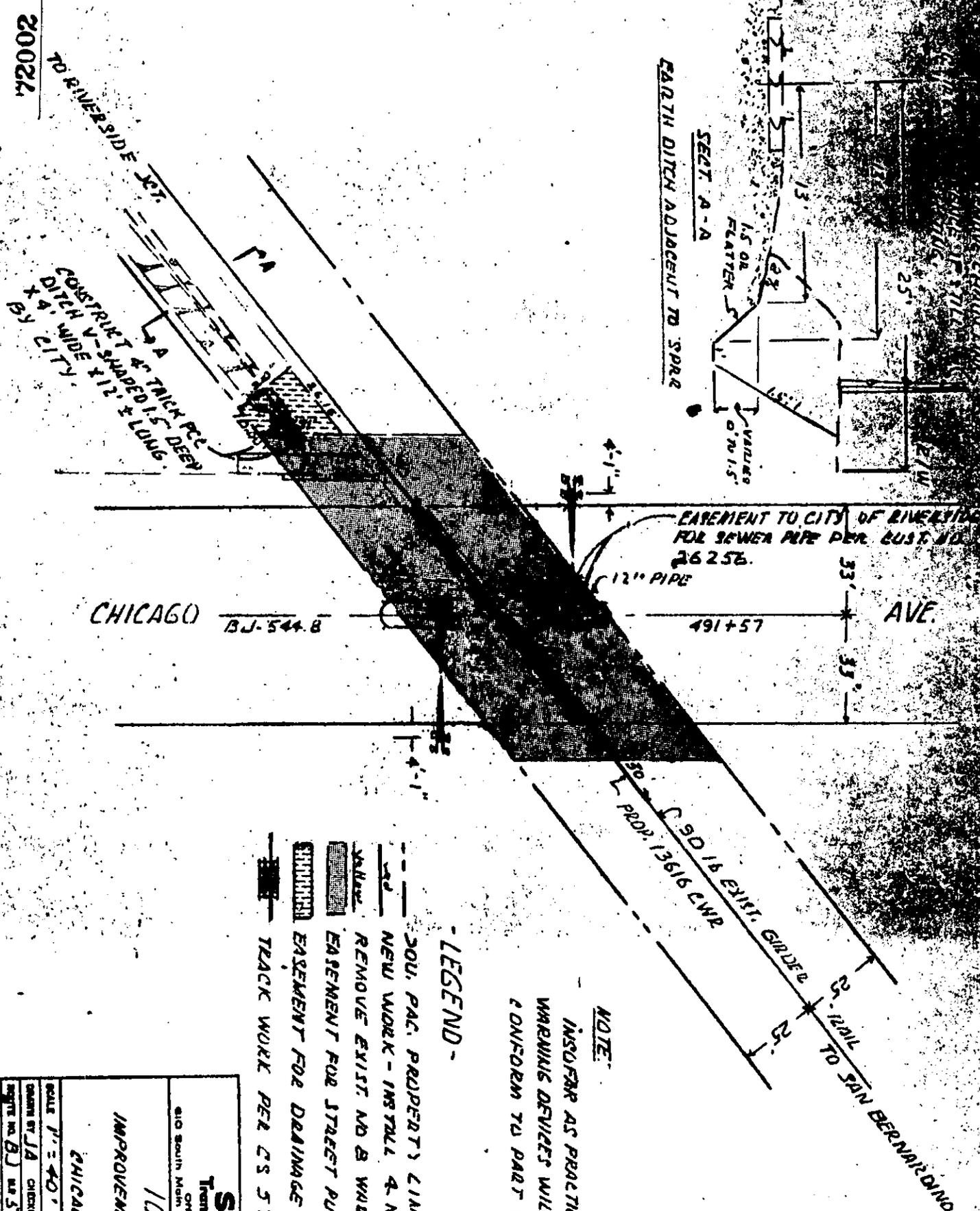
Thence North 0°47'22" East along last said parallel line, 64.28 feet to the northwesterly line of said Transportation Company's land;

Thence South 51°51'29" West along said northwesterly line, being also the northwesterly line of land described in deed recorded August 14, 1896 a distance of 56.56 feet to the point of beginning, containing an area of 0.15 of an acre, more or less.

DESCRIPTION APPROVAL
[Signature]
Surveyor

114.1

A-13546



20024

- LEGEND -

- SOU. PAC. PROPERTY LINES
- NEW WORK - INSTALL 4. NO. 9 WARNING DEVICES
- REMOVE EXIST. NO. 8 WARNING DEVICES
- EASEMENT FOR STREET PURPOSES
- EASEMENT FOR DRAINAGE PURPOSES
- TRACK WORK PER CS 579

NOTE:
 INSURE AS PRACTICABLE, PLACEMENT OF
 WARNING DEVICES WILL SUBSTANTIALLY
 CONFORM TO PART VIII OF MUTCD.

Southern Pacific
 Transportation Company
 Office of Division Engineer
 410 South Main Street, Los Angeles, California, 90014

IOWA AVE.
 IMPROVEMENT TO WARNING DEVICES
 AT
 CHICAGO AVE. - BJ-544.8

SCALE 1" = 40'	LOS ANGELES DIVISION
DRAWN BY JA	CHECKED BY NM
DATE 1-5-82	DESIGNED BY A-73546
	SHEET NO. 1
	FILE NUMBER