

DOC # 2009-0519335

10/07/2009 08.00A Fee:NC

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Recorded in Official Records
County of Riverside

Larry W Ward

Assessor, County Clerk & Recorder

WHEN RECORDED MAIL TO:

City of Riverside
3900 Main Street
Riverside, CA 92522



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MAIL TAX STATEMENTS TO:

City of Riverside
3900 Main Street
Riverside, CA 92522

DOCUMENTARY TRANSFER TAX \$ 0
...Computed on the consideration or value of Property conveyed, OR
...Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

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C
513

Signature of Declarant or Agent determining Tax - Firm Name

QUITCLAIM DEED
(California)

D- 16403

The Grantor, **BNSF RAILWAY COMPANY**, a Delaware corporation, (formerly known as The Burlington Northern and Santa Fe Railway Company and successor by merger to The Atchison, Topeka and Santa Fe Railway Company), of 2500 Lou Menk Drive, Fort Worth, Texas 76131-2830, hereinafter called "Grantor", for a valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim to **CITY OF RIVERSIDE**, a California charter city and municipal corporation, of 3900 Main Street, Riverside, California 92522, hereinafter called "Grantee", without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, all its right, title and interest, if any, in and to the following described real property (exclusive of any improvements thereon), subject, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise, in the State of California, County of Riverside, hereinafter called "Property", being more particularly described as follows:

All of the 20 foot wide right of way situated in Lots 2, 3, 4 and 5, Block 50, Arlington Heights, according to the recorded map thereof, being the southwesterly leg, the easterly leg and the tail track of that certain wye track, known as Prenda Spur at Riverside, Riverside County, California, being 10 foot wide on each side of the centerline of said wye tracks and the tail track of said spur track, as originally located and constructed upon, over and across said Lots, and being a portion of the same right of way described in deed dated October 12, 1898 from Riverside Trust Company, Limited to the Southern California Railway Company (now BNSF Railway Company) recorded October 18, 1898 in Book 69 of Deeds, page 25 in

16403

and for Riverside County, California, bounded on the northwest by the southeasterly line of BNSF Railway Company's (formerly The Atchison, Topeka and Santa Fe Railway Company) 100 foot wide Main Line right of way, and bounded on the southeast by the northwesterly line of Lincoln Avenue.

Grantee covenants and agrees as follows:

(a) Grantee's interest shall be subject to a reservation to Grantor of all coal, oil, gas, casing-head gas and all ores and minerals of every kind and nature including sand and gravel underlying the surface of the Property, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of the Property, together with the right of access at all times to exercise said rights.

(b) Grantee's interest shall further be subject to, and Grantor does hereby specifically reserve, all coal, oil, gas, casing-head gas and all ores and minerals of every kind and nature including sand and gravel underlying the surface of the Property, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of the Property, together with the right of access at all times to exercise said rights.

(c) Any improvements constructed or altered on the Property after the date Grantor quitclaims its interest to Grantee shall be constructed or altered in such a manner to provide adequate drainage of water away from any of Grantor's railroad tracks on nearby property.

(d) GRANTOR RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, IN PERPETUITY, ANY AND ALL NON-RIPARIAN WATER AND WATER RIGHTS ASSOCIATED WITH THE PROPERTY, INCLUDING BUT NOT LIMITED TO, ANY AND ALL DITCHES AND DITCH RIGHTS, WATER WELLS, SPRINGS, DIVERSION WORKS, WATER LINES, PIPES, PUMPS, MOTORS, GENERATORS, ELECTRICAL GEAR AND WIRES, AND ANY RELATED EQUIPMENT AND IMPROVEMENTS WHATSOEVER, HISTORICALLY USED UPON OR ASSOCIATED WITH THE PROPERTY, INCLUDING ALL MUTUAL WATER COMPANY SHARES, DITCH SHARES, WATER SERVICE AGREEMENTS AND CONTRACTS, AND WATER CLAIMS, AND INCLUDING BUT NOT LIMITED TO, ALL UNAPPROPRIATED, UNDEVELOPED OR UNUSED WATER AND WATER RIGHTS ASSOCIATED WITH OR UNDERLYING THE PROPERTY, AND THE EXCLUSIVE RIGHT TO DEVELOP AND TAKE WATER FROM THE PROPERTY BY ANY MEANS, AND INCLUDING ALL APPROPRIATIONS, PRIORITIES, PERMITS AND CERTIFICATES WHICH ARE APPURTENANT TO, ASSOCIATED WITH, USED



UPON, FLOWING OVER, UNDER, OR LYING ON, IN, OR UNDER THE PROPERTY, TOGETHER WITH THE PERPETUAL RIGHT TO CONSTRUCT, INSTALL, OPERATE, REPLACE, REWORK, RECONSTRUCT, REHABILITATE AND MAINTAIN ANY AND ALL WATER DIVERSION, PRODUCTION, AND TRANSPORTATION STRUCTURES, EQUIPMENT, IMPROVEMENTS AND PIPING, INCLUDING BUT NOT LIMITED TO, HEADGATES, DIVERSION STRUCTURES, WATER WELLS, WATER WELL HOUSES, WATER WELL CASING, WATER WELL SCREENS, SPRING COLLECTION GALLERIES, SUMPS, WATER PIPES, AND RELATED ELECTRICAL GEAR AND WIRES, AND TO CONSTRUCT, INSTALL, OPERATE AND MAINTAIN WATER PUMPS AND HYDROELECTRIC GENERATION EQUIPMENT AND ALL EQUIPMENT NECESSARY, CONVENIENT OR RELATED TO THE PRODUCTION, TRANSPORTATION OR DELIVERY OF WATER FROM, ON, UNDER OR ACROSS THE PROPERTY, OR ANY PORTION THEREOF.

(e) Within 90 days after closing, Grantee shall, at its sole cost and expense, construct a protective chain link fence a minimum of six (6) feet in height along the Northwesterly boundary of the Property, being the Southeasterly line of BNSF Railway Company's 100 foot wide Main Line right of way. Grantee shall thereafter repair, maintain and renew said fence, so as to keep same in good repair at the sole cost of the Grantee. If fence is not constructed within this time frame, Grantor may construct said fence at the sole cost of Grantee and Grantee shall pay Grantor all associated costs within 10 days of receipt of bills..

(f) Grantee has been allowed to make an inspection of the Property. **TO THE EXTENT PERMITTED BY LAW, GRANTEE IS PURCHASING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM GRANTOR AS TO ANY MATTERS CONCERNING THE PROPERTY,** including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Property with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the condition of title to the Property, and the leases, easements, permits, orders, licenses, or other agreements, affecting the Property (collectively, the **"Condition of the Property"**). Grantee represents and warrants to Grantor that Grantee has not relied and will not rely on, and Grantor is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the



Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) made or furnished by Grantor, the manager of the Property, or any real estate broker or agent representing or purporting to represent Grantor, to whomever made or given, directly or indirectly, orally or in writing. Grantee assumes the risk that Hazardous Substances or other adverse matters may affect the Property that were not revealed by Grantee's inspection and indemnifies, holds harmless and hereby waives, releases and discharges forever Grantor and Grantor's officers, directors, shareholders, employees and agents (collectively, "**Indemnitees**") from any and all present or future claims or demands, and any and all damages, Losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown, which Grantee might have asserted or alleged against Indemnitees arising from or in any way related to the Condition of the Property or alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any Hazardous Substances in, on or under the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) capital expenditures necessary to cause the Grantor remaining property or the operations or business of the Grantor on its remaining property to be in compliance with the requirements of any Environmental Law, (c) Losses for injury or death of any person, and (d) Losses arising under any Environmental Law enacted after transfer. The rights of Grantor under this section shall be in addition to and not in lieu of any other rights or remedies to which it may be entitled under this document or otherwise. This indemnity specifically includes the obligation of Grantee to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning any Hazardous Substances on the Property. The term "**Environmental Law**" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law. The term "**Hazardous Substance**" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions.

The covenants and agreements set forth in paragraphs (a) through (f), above, shall be binding upon Grantee and its heirs, successors and assigns, and shall be covenants running with the land benefiting Grantor and its heirs, successors and assigns.

TO HAVE AND TO HOLD the Property unto the said Grantee, its successors and assigns, forever.



IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed by its authorized representative, attested by its Assistant Secretary, and its corporate seal to be affixed hereto on the 11th day of September, 2009.

BNSF RAILWAY COMPANY

By: David P. Schneider
David P. Schneider
General Director—Land Revenue
Management



ATTEST:

By: Patricia Zbichorski
Patricia Zbichorski
Assistant Secretary

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ACKNOWLEDGEMENT

State of California
County of _____ } _ ss

On _____, before me _____
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct

WITNESS my hand and official seal.

Notary Signature

**CERTIFICATE OF ACCEPTANCE
(Government Code Section §27281)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the
City of Riverside, California, a municipal corporation, is hereby accepted by the undersigned
officer on behalf of the City Council of said City pursuant to authority conferred by Resolution
No. 21027 of said City Council adopted September 06, 2005 and the grantee consents to
recordation thereof by its duly authorized officer.

Dated: 10/1/09

CITY OF RIVERSIDE

By: Amelia M. Valencia
Real Property Manager

APPROVED AS TO FORM
[Signature]
SUPERVISING DEPUTY CITY ATTORNEY

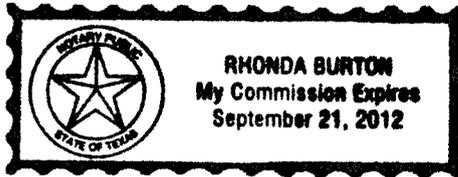
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On September 11, 2009, before me, Rhonda Burton, a Notary Public in and for said County and State, personally appeared, David P. Schneider and Patricia Zbichorski, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: *Rhonda Burton*



(Notary Seal)

FORM APPROVED BY LAW

APPROVED LEGAL	<i>KEN</i>
APPROVED FORM	<i>RLEE</i>
APPROVED	<i>REW</i>



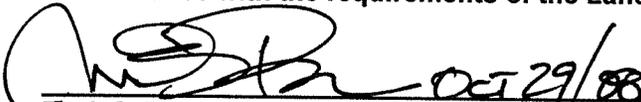
EXHIBIT "A"

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

All that portion of that certain, "right-of-way for a certain spur railroad track of the Southern California Railway known as Prenda Spur," as described in deed to the Southern California Railway Company (now known as the BNSF Railway Company) by document recorded October 18, 1898, in Book 69, Page 25 of Deeds, records of Riverside County, California, lying within Block 50 of Arlington Heights, as shown by map on file in Book 11, Pages 20 and 21 of Maps, records of San Bernardino County, California.

EXCEPTING THEREFROM any portion of said Prenda Spur lying northwesterly of the southeasterly line of the 100 foot wide right-of-way of A.T. & S.F. R.R. (now being the right-of-way of the BNSF Railway Company) as shown by Record of Survey filed in Book 75, Page 31 of Record of Surveys, records of said Riverside County.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

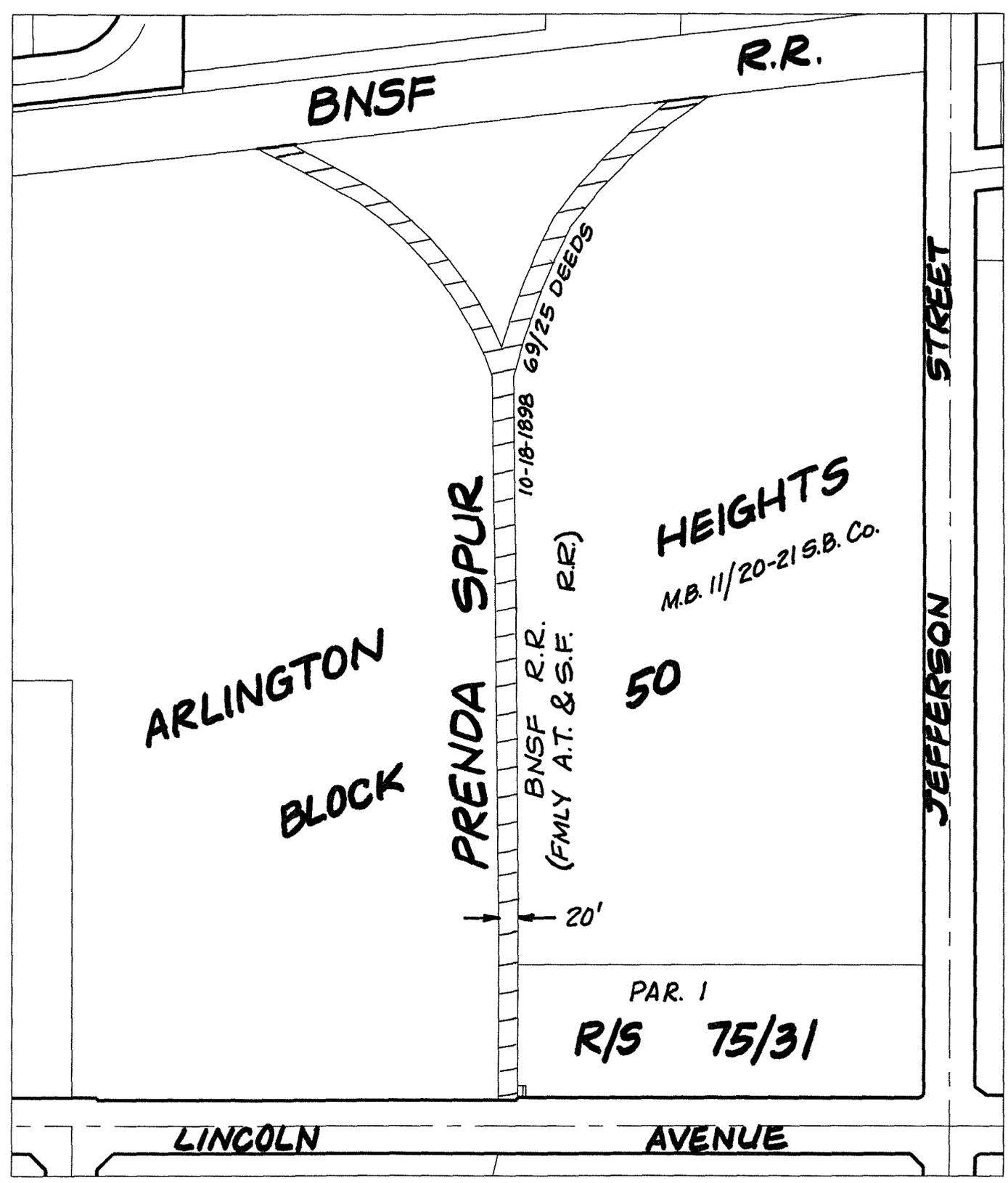
 05/29/08 Date Prep. 
Mark S. Brown, L.S. 5655
License Expires 9/30/09



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◆ CITY OF RIVERSIDE, CALIFORNIA ◆

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

Sheet 1 of 1



Scale: N.T.S.

Drawn by: sken

Date: 10/28/08

Subject: PRENDA SPUR QUITCLAIM