

76290

6863  
C.S. 7302

APPROVED AS TO FORM BY GENERAL COUNSEL.  
AUGUST 18, 1966

RAF - 45560/323-2 - VI - 3/11/69

### STREET OR HIGHWAY EASEMENT

This Indenture, made this 2<sup>ND</sup> day of JUNE, 1969, by and between  
 SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware, herein called "Railroad," and  
 CITY OF RIVERSIDE, a municipal corporation of the State of California, 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 to use all the property described in the performance of its duty as a common carrier, and there is reserved unto Railroad the right to construct, reconstruct, maintain, use and remove existing and future, railroad, transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across or along said property. In event tracks are removed from said property, Railroad shall not be obligated to make any change in the grade of said highway.
- 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 one (1) year 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 the 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 one (1) year 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 the 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. Should Railroad remove or abandon in place all of its facilities at said location and Railroad no longer desires to retain interest in said property, Grantee shall be required to purchase Railroad's interest in said property at the then fair market value.
  11. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
  12. It is understood and agreed that Sections 13, 14 and 15 on the insert hereto attached are hereby made parts of this indenture.

APPROVED AS TO FORM

*J. K. Woodhouse*  
 CITY OF RIVERSIDE

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

CITY OF RIVERSIDE  
 By *[Signature]*  
 Mayor

6-38  
 6-50  
 6-51

SOUTHERN PACIFIC COMPANY  
 By *[Signature]*  
 (Title) General Manager

By *[Signature]*

Attest: *[Signature]* 6863  
 Assistant Secretary

I N S E R TLa Sierra Avenue Crossing 6W-8.25  
Riverside, California

13. Railroad, at its expense, shall remove existing paving in the track area, prepare its track, including necessary change of running rail and installation of paving in the track area through the existing portion of La Sierra Avenue crossing.

14. Railroad, at expense of Grantee, shall install paving in the track area through the widened portions of La Sierra Avenue and Magnolia Avenue crossings. Railroad, at the expense of Grantee, shall relocate existing controls and appurtenances related to train pre-emption of adjacent traffic signals.

Grantee agrees to reimburse Railroad for all cost and expense incurred by Railroad in connection with the work to be performed by Railroad under this Section 14.

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

Longitudinal Street Easement

11-17-68  
D6863

EXHIBIT "A"

PARCEL 1:

That portion of that certain 50-foot wide strip of land, in the City of Riverside, County of Riverside, State of California, described in deed to Pacific Electric Railway Company, recorded in Book 385, page 232 of Deeds, in the office of the County Recorder of said county, included within the following described lines:

Beginning at the point of intersection of the southeasterly line of said certain strip of land, with a line parallel with and 55 feet southwesterly, measured at right angles, from the center line (and its northwesterly prolongation) of Taylor Street (now known as La Sierra Avenue) as shown on the map of the Lands of the Riverside Land and Irrigating Company, recorded in Book 1, page 70 of Maps, in the office of said county recorder; thence South  $55^{\circ} 42' 00''$  West, along said southeasterly line, 270.00 feet; thence North  $49^{\circ} 25' 22''$  East, 100.60 feet to a point in the northwesterly line of the southeasterly 11.00 feet of said certain 50-foot wide strip of land; thence North  $55^{\circ} 42' 00''$  East, along said northeasterly line, 170.00 feet to a point in said first-mentioned parallel line; thence South  $34^{\circ} 19' 50''$  East, along said first-mentioned parallel line, 11.00 feet to the point of Beginning.

PARCEL 2:

That portion of that certain 50-foot wide strip of land, in the City of Riverside, County of Riverside, State of California, described in deed to Pacific Electric Railway Company, recorded in Book 385, page 232 of Deeds, in the office of the County Recorder of said county, included within the following described lines:

Beginning at the point of intersection of the northwesterly line of said certain strip of land, with a line parallel with and 55 feet northeasterly, measured at right angles, from the center line (and its southeasterly prolongation) of Taylor Street (now known as La Sierra Avenue) as shown on the map of the Lands of the Riverside Land and Irrigating Company, recorded in Book 1, page 70 of Maps, in the office of said county recorder; thence North  $55^{\circ} 41' 45''$  East, along said northwesterly line, 270.00 feet; thence South  $34^{\circ} 18' 15''$  East 4.00 feet to a point in the southeasterly line of the northwesterly 4.00 feet of said certain 50-foot wide strip of land; thence South  $55^{\circ} 41' 45''$  West, along said southeasterly line, 270 feet to a point in said first-mentioned parallel line; thence North  $34^{\circ} 11' 14''$  West, 4.00 feet to the point of Beginning.

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unc  
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That portion of that certain 50-foot wide strip of land, in the City of Riverside, County of Riverside, State of California, described in deed to Pacific Electric Railway Company, recorded in Book 385, page 232 of Deeds, in the office of the County Recorder of said county, included within a strip of land, 110 feet wide, lying 55 feet on each side of the center line (and its northwesterly and southeasterly prolongations) of Taylor Street, 80 feet wide (now known as La Sierra Avenue) as shown on the map of the Lands of the Riverside Land and Irrigating Company, recorded in Book 1, page 70 of Maps, in the office of said county recorder.

The side lines of the hereinabove described 110-foot wide strip of land are to be prolonged or shortened at all angle points therein so as to terminate at their points of intersection.

EXCEPTING therefrom that portion thereof included within a strip of land 80 feet wide, lying 40 feet on each side of said center line (and its northwesterly and southeasterly prolongations) of said Taylor Street.

The side lines of the hereinabove described 80-foot wide strip of land are to be prolonged or shortened at all angle points therein so as to terminate at their points of intersection.

The above described parcels of land are shown on the print of Railroad's Los Angeles Division Drawing A-7109, Sheet No. 1, revised May 22, 1967, attached and made a part hereof.

DESCRIPTION APPROVAL  
by *E. J. White* 4/19/69  
Surveyor

6863

REMOVE 400 SQ' PAVING  
PLACE 110 SQ' PAVING

RECONSTRUCT 188' OF 70<sup>th</sup> TRACK  
WITH 110' OF 128" G.G. AND 78' OF  
90<sup>th</sup> LEVEL GRADE TO MEET PROPOSED  
STREET ELEVATION

MAGNOLIA AVE.  
MAGNOLIA AVE  
PARCEL 1.

PARCEL 1.  
10060  
270  
170'

PARCEL 2  
270  
PLACE 400 SQ' PAVING

41'  
41'  
41'

LA SIERRA

6W-8.25

40' AVE

LEGEND  
--- SPOCC PROPERTY  
--- LONGITUDINAL EASEMENT  
[YELLOW] PROPOSED HIGHWAY  
EASEMENT A=5000 SQ'±  
[HATCHED] PARCEL 1 = 242050 SQ'±  
[HATCHED] PARCEL 2 = 108050 SQ'±  
--- RECONSTRUCT OR INSTALL  
REF

SOUTHERN PACIFIC COMPANY  
PACIFIC LINES

RIVERSIDE BRANCH  
LA SIERRA AVE  
PROPOSED EASEMENTS  
SCALE = 1" = 100'  
12-28-56 JR.

DRAWING 2710  
SHEET NO. 1

76290

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Microfilm recording from 4-1-65. Book and page  
no longer assigned. Identity by account number  
and year of film.

RECEIVED FOR RECORD

JUL 25 1969

19 Min. Past 4:00 Clock *J* M  
At Request of  
GARY CLARK

Recorded in Official Records  
of Riverside County, California

*W. W. Dalglish*

FEE \$            *W. W. Dalglish*

INDEXED

*[Handwritten signature]*

CITY OF RIVERSIDE

6863

COUNCILMEN

WARDS 1 2 3 4 5 6

May 6, 1969

ornamental street lighting system and appurtenances under the provisions of the Improvement Act of 1911. A report was submitted from the Public Works Department advising the City Council that the petition is signed by 62% of the owners within the proposed Big Springs Road Assessment District; whereupon, the City Engineer was authorized and instructed to prepare and furnish plans and specifications with careful estimates of the costs and expenses for the construction of said improvement, under the provisions of the Improvement Act of 1911.

Motion  
Second  
All Ayes

X  
X

TRACT 3843 - LE CONTE WLY OF GAGE CANAL - CALIF FED. SAVINGS  
The Faithful Performance Instrument of Credit executed by California Federal Savings and Loan Association, in the amount of \$24,300.00; together with the Subdivision-Contractor, Subcontractors Labor and Material Instrument of Credit, executed by the above, in the amount of \$12,150.00; together with their Agreement guaranteeing the completion of streets, curbs, gutters, and all other improvements described on the Final Map of Tract 3843, were approved and accepted.

Motion  
Second  
All Ayes

X

RESOLUTION NO. 11256 of the City Council of the City of Riverside, California, Accepting the Official Map of Tract 3843, consisting of two sheets, being a subdivision of a portion of Lot 12, and Lots 15 and 16 of Monte Vista Tract, recorded in Map Book 6, Page 20, Records of Riverside County, California, located in the northwest 1/4 of the northeast 1/4 of Section 31, T2S, R4W, SBB&M; together with the streets and easements as shown thereon; together with any variances as to lot area, building area or yard requirements approved by the Planning Commission; and authorizing the City Clerk to attest said Map; and the title having been read, and further reading waived by the unanimous consent of Councilmen present, was adopted.

Motion  
Second  
All Ayes

X

STREET OR HIGHWAY EASEMENT - SOUTHERN PACIFIC CO.

In consideration of the recommendation from the Public Works Department, a Street or Highway Easement by and between the Southern Pacific Company and the City of Riverside, referred to as Crossing No. 6W-3.25, to provide left turn lanes on Magnolia Avenue at La Sierra Avenue, and for the widening of La Sierra Avenue across the railroad track, was approved; and execution of the said Easement was authorized and directed.

Motion  
Second  
All Ayes

X

DRAINAGE EASEMENT - SOUTHERN PACIFIC COMPANY

An Easement by and between the Southern Pacific Company and the City of Riverside, providing for a short section of drainage ditch construction at the southwest corner of Marlborough Avenue and Rustin Avenue, being required in connection with development of MP-5-639, was approved; and execution of the said Easement was authorized and directed.

Motion  
Second  
All Ayes

X

COMPLETION - ARLINGTON PARK SANITARY FACILITIES - LANGLEY

In consideration of the recommendation from the Public Works Department, the construction and installation of the sanitary facilities in Arlington Park, by Clifford Langley, was accepted as completed; and execution of the Notice of Completion was authorized and directed.

Motion  
Second  
All Ayes

X

X

CONSENT TO SUBLEASE - CALIFORNIA AIRCRAFT BROKERS - AIRPORT  
In consideration of the recommendation from the Airport Commission, approval was given a Consent to Sublease to permit Fred A. Mayer (Riverside Air Service) to sublease to

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