

135524

MICROFILM recording from 4-1-65. Book and page
no longer assigned. Identify by account number
and year of filing.

EASEMENT

FROM

RECEIVED FOR RECORD

NOV 26 1971

Min. Past 2 o'clock

At Request of
CITY CLERK

Recorded in Official Records
of Riverside County, California

W. W. Dabugh
Recorder

FEE \$ *1.00*

ILWAY COMPANY

7499

I called George Hutchinson today re the missing plat
for this Easement. He said if I would send over a
copy of the legal description, he would check around
to see if he has a plat for it, that perhaps it had
gotten misplaced.

ko
12-3-71

Covering certain real property
situate in the City of Riverside,
County of Riverside, State of
California.

Dated July 29, 1971.

12/26-3.

D-7499

135524

APPROVED AS TO FORM

DEPUTY CITY ATTORNEY

EASEMENT, Made this 29th day of
July, 1971, from THE ATCHISON,
TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware
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 City an ease-
ment for the location of an open flood control channel upon,
along and across that certain strip of land 14 feet in width
by approximately 1105 feet in average length in the City of
Riverside, County of Riverside, State of California, being all
that portion of The Atchison, Topeka and Santa Fe Railway Com-
pany's 200 foot wide right of way in the Northeast Quarter of
the Southeast Quarter of Section 20, Township 2 South, Range
4 West, SBM, lying between lines that are parallel and/or con-
centric with and distant 7.00 feet measured at right angles
and/or radially from and on each side of the following described
center line:

Commencing at the intersection of the west line
of said Northeast Quarter of the Southeast Quarter
of said Section 20 with the southerly line of The
Atchison, Topeka and Santa Fe Railway Company's
right of way; thence easterly along said southerly
line, being along the arc of a curve from whence a
tangent bears South 88°49'04" East (bearing assumed
for purpose of this description) concave northerly
and having a radius of 2964.93 feet through a central

D-7499

13552A

DESCRIPTION APPROVAL
By *P. H. ...*
Surveyor

angle of 00°06'36" a distance of 5.69 feet; thence North 01°04'20" East 7.00 feet to a point in a line that is parallel with and distant northerly 7.00 feet from said southerly line and THE TRUE POINT OF BEGINNING for this description; thence South 88°55'40" East along said parallel line 998.00 feet; thence northeasterly and northerly along the arc of a curve tangent to the preceding course concave northwesterly and having a radius of 50.50 feet through a central angle of 90°00'00" a distance of 79.33 feet; thence North 01°04'20" East 27.00 feet to point of ending.

The side lines of said strip are to originate in a line drawn at right angles to said center line through the point of beginning and to terminate in a line drawn at right angles to said center line through the point of ending.

Said parcel contains an area of 0.355 of an acre, more or less.

EXCEPTING AND RESERVING the right, to be exercised by Santa Fe and by any others who have obtained or may obtain permission or authority from Santa Fe so to do, (a) to operate, maintain, renew and/or relocate any and all existing railroad track or tracks, bridges, wires, pipes and other facilities of like character upon, over or under the surface of said premises; and (b) from time to time to construct, operate, maintain, renew and/or relocate upon said premises additional facilities of the character described in Clause (a) of this paragraph, without in any instance being required to obtain the consent of the City; provided, however, that prior to commencement of any new construction or the relocation of existing facilities or any major work of renewal, Santa Fe will give written notice to City of its contemplated work.

TO HAVE AND TO HOLD said easement unto the City solely for the hereinabove described purposes so long as the premises hereinabove described shall be so used, together

135524

with the right to enter upon and to pass and repass over and along said premises for the purpose of constructing, maintaining, operating, inspecting and repairing said flood control channel; subject, however, to all licenses, leases, restrictions, reservations, conditions, covenants, encumbrances, rights and rights of way, liens and claims of title and easements which may in anywise affect the said premises, and subject, also, to the express conditions subsequent following:

1. That if the hereinabove described premises, or any portion thereof, shall cease to be used for the purposes above stated, then and in that event the easement 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.

2. That City will restore and replace the surface of, and improvements on, the aforesaid premises and will repair any and all damage to the property of Santa Fe, its lessees, licensees, successors and assigns, upon or adjoining said premises which is injured or damaged in the construction, maintenance or performance of other work on said flood control channel or by reason of the presence or use thereof.

135524

3. That City will at all times keep said flood control channel in good condition and repair and, should it fail to do so, will permit Santa Fe to make such repairs under the direction of its Chief Engineer as he may deem necessary for the preservation of Santa Fe's property, and in such event, City shall refund to Santa Fe the amount expended therefor.

4. That at all times during the progress of the work of constructing said flood control channel, City will permit a representative of Santa Fe to inspect such work, and that such work shall be done in a manner reasonably satisfactory to such representative, and so as not to cause any damage to Santa Fe's facilities, and that the type of such construction shall be subject to the approval of the Chief Engineer of Santa Fe, but such approvals shall not be unreasonably withheld or denied.

5. That City, insofar as it may legally do so, shall assume and at all times indemnify and save harmless Santa Fe against and pay in full all loss, damage or expense that Santa Fe may sustain, incur or become liable for, resulting in any manner from the construction, maintenance, use, state of repair, or presence of the flood control channel hereinabove referred to, including any such loss, damage or expense arising out of (a) loss of or damage to property, including without limitation property of Santa Fe, (b) injury to

135524

or death of persons, and (c) mechanics' or other liens of any character.

Each of the foregoing conditions shall also be deemed to be covenants which City by its acceptance hereof agrees to perform, and shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

Upon the breach of any of the conditions herein set forth, then and in that event the easement hereby given shall thereupon cease and determine and Santa Fe, its successors and assigns, shall resume possession thereof the same as though this easement had not been executed.

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.

In case of the eviction of City by anyone owning or claiming title to or any interest in the premises hereinabove described, Santa Fe shall not be liable to City for any damage of any nature whatsoever.

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

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

By [Signature]
Its Vice President

ATTEST:

By W. A. Bentley
Its Assistant Secretary

13552A

STATE OF ILLINOIS }
COUNTY OF COOK } ss

On this 19th day of August,
in the year one thousand nine hundred and seventy one,
before me, L. R. Turner, a Notary Public in and
for said County of Cook, State of Illinois, personally
appeared John C. Gauri, known to me to be the Vice
President of the corporation that executed the within and
foregoing instrument, and known to me to be one of the
persons who executed said instrument on behalf of the
corporation therein named, and acknowledged to me that
such corporation executed the within instrument pursuant
to its by-laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed my official seal in said County the day and
year in this certificate first above written.

L. R. Turner
Notary Public in and for said
County of Cook
State of Illinois

(SEAL)

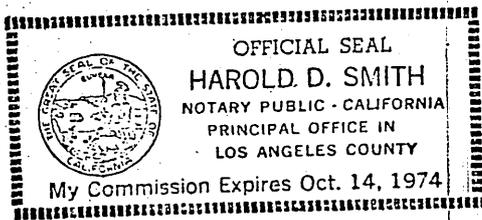
135524

STATE OF California)
COUNTY OF Los Angeles) ss

On this 5th day of October,
in the year one thousand nine hundred and seventy one,
before me, Harold D. Smith, a Notary Public in and
for said County of Los Angeles, State of California,
personally appeared W. D. Bentley, known to me to be the
Assistant Secretary of the corporation that executed the within
and foregoing instrument, and known to me to be one of the
persons who executed said instrument on behalf of the corporation
therein named, and acknowledged to me that such corporation
executed the within instrument pursuant to its by-laws or a
resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal in said County the day and year in
this certificate first above written.

Harold D. Smith
Notary Public in and for said
County of Los Angeles
State of California

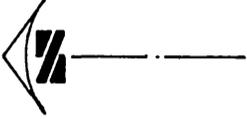


(SEAL)

MT. VERNON AVENUE

N01°04'20"E 27.00'

R=50.50'
L=90°00'00"
L=79.33'



NE 1/4 SE 1/4
SEC. 20
T2S R4W
S.B.M.

Approved without plat.

CENTERLINE 14' STORMDRAIN EASEMENT

S88°55'40"E 998.00'

SOUTHERLY LINE, A.T. & S.F. R.R. R/W

WATKINS DRIVE

N01°04'20"E 7.00'

WEST LINE NE 1/4, SE 1/4, SEC 20

T.P.O.B.

R=2964.93'
L=00°06'36"
L=5.69'

CITY OF RIVERSIDE, CALIFORNIA

12/26/3

PLAT OF PARCEL(S) DESCRIBED
IN THE ATTACHED DOCUMENT

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 /

SCALE: 1" = 40'

DRAWN 2/10/71 BY ME

SUBJECT STORMDRAIN EASE

OF / SHEETS