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RECEIVED FOR RECORD  
OCT 1 1974

10 Min. Past 11 o'clock A.M.  
At Request of  
*[Signature]*  
Book 1974, Page 126757  
Recorded in Official Records  
of Riverside County, California  
W.H. DeLong, Recorder  
FEES \$ *[Signature]*

INDEXED

APPROVED AS TO FORM

*[Signature]*  
CITY ATTORNEY

EASEMENT

FROM

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

TO

CITY OF RIVERSIDE

Covering certain real property  
situate in the City of

CONSENT TO RECORDATION

THIS IS TO CERTIFY that the interest in real property conveyed by the Deed or  
Grant dated May 24, 1974 from The Atchison, Topeka & Santa Fe  
Railway Co.

for Por. ATSF 100' wide r/w, deed 9-6-86 to Riv., Santa Ana & LA RW Co., from Riv.  
Land Co. recorded 7-9-87, Bk. 63, P. 111, SB  
to the City of Riverside, a Municipal Corporation, is hereby accepted for and on  
behalf of said City pursuant to Resolution of the City Council thereof recorded on  
12-29-66 by Inst. No. 123460, Riverside County Records, and the Grantee hereby  
consents to recordation of this instrument through the undersigned.

Dated 10-1-74

*[Signature]*  
Property Services Manager

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EASEMENT, Made this 24th day of May,  
1974, from THE ATCHISON, TOPEKA AND SANTA FE  
RAILWAY COMPANY, a Delaware corporation, herein-  
after called "Santa Fe," first party, to CITY OF  
RIVERSIDE, a California municipal corporation,  
hereinafter called "City," second party.

IN CONSIDERATION of the sum of One Hundred Fifty Dollars  
(\$150), lawful money of the United States of America, and of other  
good and valuable consideration, the receipt whereof is hereby  
acknowledged, Santa Fe hereby grants to City an easement for the  
construction, maintenance, operation, inspection, repair and re-  
construction of a reinforced concrete pipe storm drain (herein-  
after called "storm drain") through, under and across that certain  
strip of land 20 feet in width by approximately 80.0 feet in average  
length, in the City of Riverside, County of Riverside, State of  
California, being a portion of The Atchison, Topeka and Santa Fe  
Railway Company's 100 foot wide right of way, as described in deed  
dated September 6, 1886, to the Riverside, Santa Ana and Los Angeles  
Railway Company (predecessor in interest to first said railway  
company) from the Riverside Land Company recorded July 9, 1887,  
in Book 63 of deeds, page 111, Records of San Bernardino County,  
which lies between lines that are parallel with and distant 10.00  
feet measured at right angles from and on each side of the follow-  
ing described center line:

Commencing at the intersection of the southerly  
line of said 100 foot wide right of way with the  
westerly line of Fillmore Street (80.00 feet wide);

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DESCRIPTION APPROVAL

*George P. Hitchcock*  
Surveyor

thence North 34°00'32" West along said westerly line 44.26 feet to the TRUE POINT OF BEGINNING for the center line being herein described; thence North 67°27'33" West 79.99 feet to the point of ending in the northerly line of said Railway Company's right of way distant South 57° 32'27" West along said northerly line 44.99 feet from the westerly line of said Fillmore Street.

The side lines of said strip are to be lengthened or shortened to originate in the westerly line of Fillmore Street and to terminate in the northerly line of said Railway Company's right of way.

Containing an area of 0.0368 of an acre, more or less.

EXCEPTING AND RESERVING the right, to be exercised by the 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, wires, pipes and other facilities of like character upon, over or under the surface of the premises hereinabove described; and (b) from time to time to construct, operate, maintain, renew and/or relocate upon, over or under the surface of said premises additional facilities of the character described in Clause (a) of this paragraph, consistent with the rights granted herein, without in any instance being required to obtain the consent of City the same as if this easement had not been executed.

TO HAVE AND TO HOLD the above described easement unto City solely for the aforesaid purposes so long as said premises shall be so used, together 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 storm drain, subject, however, to all licenses, leases, ease-

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ments, restrictions, reservations, conditions, covenants, encumbrances, rights and rights of way, liens and claims of title which may in anywise affect the said premises, and subject also to the express conditions subsequent following:

(a) That City shall restore and replace the surface of, and/or any improvements on, the aforesaid premises and shall repair any and all damages 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 storm drain or by reason of the presence or use thereof.

(b) That said storm drain shall consist of a 60-inch diameter reinforced concrete pipe. Said storm drain shall be not less than four (4) feet below base of rails and shall be constructed and thereafter maintained in a manner which shall not interfere with the operation of Santa Fe's trains, locomotives, motors and cars, satisfactory to Santa Fe's Assistant General Manager-Engineering.

(c) That City shall at all times keep said storm drain in good condition and repair and, should it fail to do so, shall permit Santa Fe to make such repairs under the direction of its Assistant General Manager-Engineering 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.

(d) That City shall adequately protect said storm drain placed upon, through and across the hereinabove described

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land, as and when needed, to permit Santa Fe to lay, maintain, relocate and operate railroad tracks and facilities upon, along and/or across said land.

(e) That at all times during the progress of the work of constructing said storm drain, City shall permit a representative of Santa Fe to inspect such work, and that such work shall be done in a manner 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 Assistant General Manager-Engineering of Santa Fe.

(f) 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 storm drain including any such loss, damage or expense arising out of (a) loss of or damage to property, including without limitation, property of Santa Fe and City, (b) injury to or death of persons, or (c) mechanic's or other liens of any character.

(g) That if the premises hereinabove described, 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, may re-enter thereon and resume possession thereof the same as though this easement had not been executed.

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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.

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 whatsoever.

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

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

By [Signature]  
Its Vice President

ATTEST

By [Signature]  
Its Assistant Secretary

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STATE OF ILLINOIS )  
                          ) ss.  
COUNTY OF COOK    )

On this 3<sup>rd</sup> day of June, in the year one thousand nine hundred and seventy-four, before me, T. J. FEENEY, a Notary Public in and for said County of Cook, State of Illinois, personally appeared JOHN C. DAVIS, 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 the 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.

*T. J. Feeney*  
Notary Public in and for said  
County of Cook  
State of Illinois

(SEAL)

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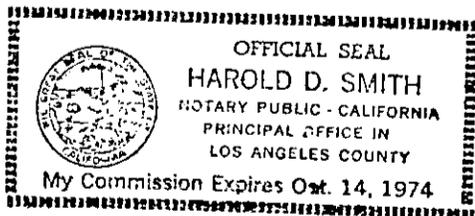
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STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES ) ss.

On this 7th day of June, in the year one thousand nine hundred and seventy-four, 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 the 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.

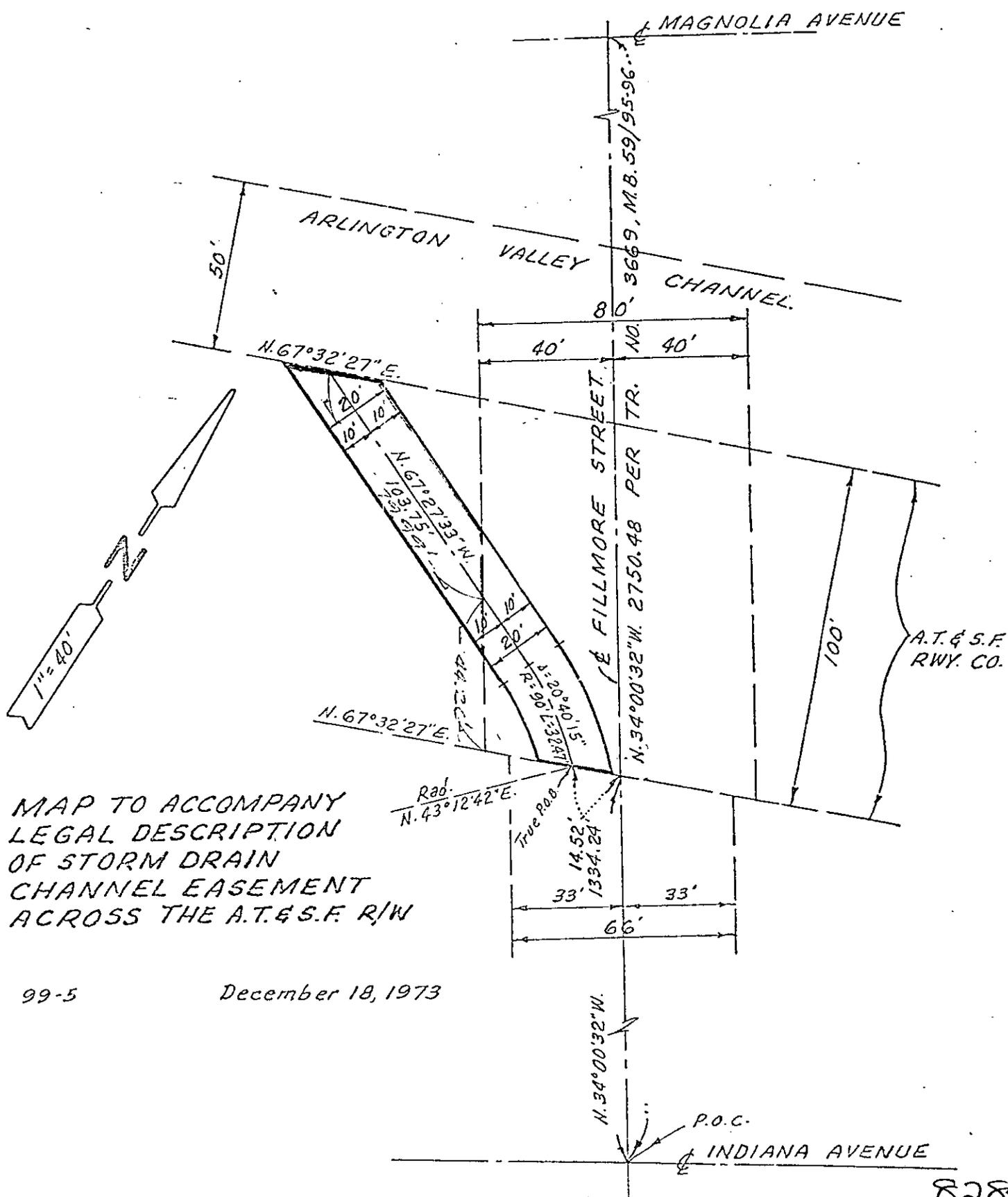
Harold D. Smith  
Notary Public in and for said  
County of Los Angeles  
State of California



(SEAL)

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MAP TO ACCOMPANY  
 LEGAL DESCRIPTION  
 OF STORM DRAIN  
 CHANNEL EASEMENT  
 ACROSS THE A.T. & S.F. R/W

99-5                      December 18, 1973

EXHIBIT "A"

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