

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, CA 92522

FREE RECORDING (Govt Code 6103)

RECEIVED FOR RECORD
At Request of
City Clerk
Book 1981, Page 212822

NOV 13 1981

Recorded in Official Records
of Riverside County, California

Recorder

FEES \$

EASEMENT

FROM

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

TO

CITY OF RIVERSIDE

Covering certain real property situ-
ate in the City of Riverside, County
Riverside, State of California.

Dated September 3, 1981.

10232

212822

EASEMENT, Made this 3rd day of September,
1981, from THE ATCHISON, TOPEKA AND SANTA
FE RAILWAY COMPANY, a Delaware corporation,
hereinafter called "Santa Fe," first party,
to CITY OF RIVERSIDE, a municipal corpora-
tion, hereinafter called "City," second party.

IN CONSIDERATION of the sum of One Hundred Fifty Dollars
(\$150) lawful money of the United States of America, to it paid,
the receipt of which is hereby acknowledged, Santa Fe hereby
grants to City an easement for the construction, maintenance,
operation, inspection, repair and reconstruction of a steel water
pipeline and appurtenant structures (hereinafter called "water
line") through, under and across that certain strip of land 10
feet wide by approximately 201 feet in average length, being a
portion of The Atchison, Topeka and Santa Fe Railway Company's
200 foot wide property in the Southeast Quarter of Section 34,
Township 2 South, Range 5 West, San Bernardino Meridian, lying
between lines that are parallel with and distant 5 feet, measured
at right angles, from and on each side of the following described
centerline:

Commencing at a point in the easterly
line of Lot X of the Riverside Industrial
Development Project-McNew Tract, as said
Tract is shown on map recorded in Book 12
of Maps, Page 18, Records of said County,
distant North 0°47'19" East (bearing assumed
for purposes of this description), along
said easterly line, 616.17 feet from the

10232

212822

DEED APPROVAL

[Handwritten signature]
By _____
for _____

southeasterly corner of said Lot X; thence North 89°12'41" West, 172.65 feet to a point in the westerly line of said Lot X, said westerly line being also the easterly boundary of said Railway Company's property, last said point being the TRUE POINT OF BEGINNING of the strip herein described; thence North 76°35'55" West, 201.01 feet to point of ending in the westerly boundary of said Railway Company's property.

The side lines of said strip are to originate in said easterly boundary and are to terminate in said westerly boundary line.

Said strip contains an area of 0.046 acres, 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

10232

said water line subject, however, to all licenses, leases, easements, 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 water line or by reason of the presence or use thereof.

(b) That said water line shall consist of a 42" steel pipeline in a 60" steel casing pipe. Said water line shall be not less than five (5) feet below the surface of the base of rail 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 water line 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 water line placed upon, through and across the hereinabove described 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 water line, 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 water line 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

212822

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.

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 W. J. Swarth
Its Executive Vice President

ATTEST

By G. D. Scheckel
Its Assistant Secretary

10232

212822

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 16th day of September in the year one thousand nine hundred and eighty one, before me, T. H. REIMERS, a Notary Public in and for said County of Cook, State of Illinois, personally appeared W. J. SWARTZ, known to me to be the EXECUTIVE VICE President, and G.D. SCHECKEL, known to me to be the Assistant Secretary of the corporation that executed the within and foregoing instrument, and known to me to be the persons who executed said instrument on behalf of the corporation herein 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. H. Reimers

Notary Public in and for said
County of Cook
State of Illinois

AUGUST 24, 1983

My Commission expires _____

CONSENT TO RECORDATION

THIS IS TO CERTIFY that the interest in real property conveyed by the Deed or Grant dated 9/3/81 from The Atchison, Topeka and Santa Fe Railway Company for 10 ft Strip adjacent 201 ft long Por of AT&F RR Prop SE 1/4 Sec 34 T2S R5W S3M 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 11-13-81

[Signature]
Property Services Manager

Form No. 122-9R1

[Signature]

10232

212822

