

recorded mail to:

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

APPROVED AS TO FORM BY GENERAL COUNSEL  
MARCH 15, 1973

RECEIVED FOR  
AT 2:00 O'CLOCK P.M.

AUG 12 1988

Recorded in Official Records  
of Riverside County, California

William J. Brown  
Recorder

C.S. 7362

FREE RECORDING: Govt. Code 6103

**STREET OR HIGHWAY EASEMENT**

228822

This Indenture, made this 30th day of June, 1988, by and between  
SOUTHERN PACIFIC TRANSPORTATION COMPANY,  
a Delaware corporation, 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, its successors and assigns, to use all the property described in the performance of its duty as a common carrier, and there is reserved unto Railroad, its successors and assigns, the right to construct, reconstruct, maintain, use and remove existing and future transportation, communication, power and pipeline facilities in, upon, over, under, across or along said property. In the event Railroad trackage facilities are removed from said property, Railroad shall not be obligated to make any change in the grade of said highway, nor shall such removal affect Railroad's title to the underlying property.
- 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 two (2) years 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 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 two (2) years 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 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. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
  11. Sections 12 to 17 inclusive on the attached Insert are hereby made part of this indenture.

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

SOUTHERN PACIFIC TRANSPORTATION COMPANY

CITY OF RIVERSIDE

By W. J. Taylor  
(Title)

By William J. Brown  
Mayor

Attest A. J. [Signature]

By [Signature]  
Clerk

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EXHIBIT "A"  
SPRUCE STREET AT SPT CROSSING

*JG 1/29/88*

228804

Parcel 1

A portion of Block 15 of the Wilbur Tract, as shown by map on file in Book 4, Page 36 of Maps, records of San Bernardino County, California, together with a portion of Spruce Street (formerly Indianapolis Avenue), described as follows:

COMMENCING at the southwest corner of Parcel 2 of Parcel Map No. 21185, on file in Book 138, Page 18 of Parcel Maps, records of Riverside County, California; said corner also being in the north line of Spruce Street as shown on said Parcel Map;

THENCE South 89° 32' 50" East, (recorded North 89° 44' 36" West) along said north line of Spruce Street 198.68 feet to the northwesterly line of that certain parcel of land conveyed to the Southern Pacific Railroad Corporation by a deed recorded August 13, 1896, in Book 50, Page 366 of Deeds, records of Riverside County, California, and to the TRUE POINT OF BEGINNING;

THENCE continuing South 89° 32' 50" East, 63.30 feet to the southeasterly line of said parcel conveyed to the Southern Pacific Railroad Corporation;

THENCE South 51° 15' 30" West, along said southeasterly line 69.63 feet to the centerline of Spruce Street;

THENCE North 89° 32' 50" West, along said centerline 63.30 feet to said northwesterly line;

THENCE North 51° 15' 30" East, along said northwesterly line 69.63 feet to said TRUE POINT OF BEGINNING.

Area - 2,785.20 square feet.

Parcel 2

A portion of Lot 7 in Section 19, Township 2 South, Range 4 West of the Lands of East Riverside Land Company, as shown by map on file in Book 6, Page 44 of Maps, records of San Bernardino County, California, together with a portion of Spruce Street (formerly Indianapolis Avenue), described as follows:

COMMENCING at the northwest corner of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter of said Section 19; said northwest corner being in the centerline of said Spruce Street; said northwest corner also being the northwest corner of that certain parcel of land conveyed to the Southern Pacific Railroad Corporation by a deed recorded January 2, 1897, in Book 53, Page 80, et seq., of Deeds, records of said Riverside County;

THENCE South 89° 32' 50" East, along said centerline 114.91 feet to a line which is parallel with and distant 25.00 feet northwesterly as measured at right angle from the centerline of the Southern Pacific Railroad where the same is located through the Northwest Quarter of said Section 19, and to the TRUE POINT OF BEGINNING;

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THENCE continuing South 89° 32' 50" East, along said centerline 79.12 feet to the southeasterly right-of-way line of the Southern Pacific Railroad Corporation;

THENCE South 51° 15' 30" West, along said southeasterly right-of-way line 69.63 feet to a line which is parallel with and distant 44.00 feet southerly as measured at right angle from said centerline of Spruce Street;

THENCE North 89° 32' 50" West, along said parallel line 79.12 feet to said parallel line which is 25.00 feet northwesterly as measured at right angle from the centerline of the Southern Pacific Railroad where the same is located through the Northwest Quarter of said Section 19;

THENCE North 51° 15' 30" East, along the last mentioned parallel line 69.63 feet to said TRUE POINT OF BEGINNING.

Area - 3,481.28 square feet.

legal.237/n

DESCRIPTION APPROVAL 4/3/87  
George P. Hutchinson by ks  
SURVEYOR, CITY OF RIVERSIDE

228804

INSERT

SPRUCE STREET, CROSSING BJ-544.6  
CITY OF RIVERSIDE

12. Warning devices shall be installed at said highway pursuant to a separate agreement to be entered into by Railroad and State of California Department of Transportation. Said warning devices shall be located approximately as shown on the print of Railroad's Los Angeles Division Drawing C-1878, sheet No. 3, revised April 5, 1988, attached and made a part hereof.

13. Railroad, at its expense, shall remove existing crossing surface, prepare its track, including relay of rail and ties and install AC paving through the existing crossing area.

14. Railroad, at Grantee's expense, shall install AC paving through the widened portion of the crossing area.

*at* ~~NO. 15 IS NOT APPLICABLE TO THIS PROJECT AND IS HEREWITH DELETED.~~  
15. ~~Grantee agrees to reimburse Railroad for one hundred percent (100%) of the cost and expense incurred by Railroad in installing said rubber pad crossing surface.~~

16. Railroad shall submit to Grantee a bill for its share of the estimated cost upon completion of work contemplated which bill Grantee agrees to promptly pay. Should the actual cost prove, upon completion of audit, to be more or less than the estimated cost, the difference shall be promptly paid by Grantee or refunded by Railroad as the case may be.

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

18. The parties intend that the promises and obligations of this indenture shall constitute covenants running with the land so as to bind and benefit their respective successors and assigns.

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NOTE: EXISTING CONCRETE CURBS END AT R.R.'S PROPERTY LINE. PROPOSED EXTENSIONS THERE OF WILL END AT 10 FT FROM CENTER LINE OF TRACK WITH A ZERO CURB FACE IN COMPLIANCE WITH P.U.C. C.D. NO. 118

RELOCATE SIGNAL POLES (P)

N 51° 15' 30" E

PROPOSED SIGNALLING

20'

TO SAN BERNARDINO

ROF RAIL

480'

15'

20'

REMOVE NO. 8 WARNING DEVICE & REPLACE WITH NO. 3A DEVICE

Insular as w practicable, placement of the warning device will substantially conform to Part VIII of MUTCD

PROPOSED 24" RCP CORR.

PROPOSED C.B. # PAVED DRAINAGE SERVICE - SEC. 18

EXIST. CURB FACE

ST. NO. 544.00; 36" X 47" CP REMOVE CONC. HEADWALL; GROUT FULL & RETIRE IN PLACE

STALL A.C. PAVING IN TRACK AREA FAR FROM PUBLIC CROSSING; SPT. CO. SECTION # 18 FOR PARTIAL CROSSING; 11V.3 RAIL PORTION TO BE PAVED BY CITY'S CONTRACTOR

S 51° 15' 30" W

122 FT

12'

EXIST. CURB FACE

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OPERATING RIGHT-OF-WAY - 5365 SQ. FT. ± = 0.123 ACS. ±  
OR STREET PURPOSES  
10.4 FT. ± = 0.064 ACS. ±  
50.4 FT. ± = 0.799 ACS. ±  
PREEMPT FOR DRAINAGE PURPOSES

E LINES

**Southern Pacific Transportation Company**  
Office of Division Engineer  
610 South Main Street, Los Angeles, California, 90014  
**IOWA AVE (RIVERSIDE)**  
PROPOSED WIDENING OF SPRUCE ST.  
CROSSING NO. BJ-644.G

SCALE	1" = 20'	LOS ANGELES DIVISION
DRAWN BY	J.L.S. CHECKED BY (G.R.)	NOV. 10, 1986
ROUTE NO.	BJ-MR 644.G	DRAWING NO. C-3-178
DATE	SEPT. 12, 1986	SHEET NO. 3

12226

PM 21185  
PMB 138/16-18 RIV. CO

BLK 15  
WILBUR TRACT  
M.B. 4/36 S.B. CO.

198.68

S 89°32'50" E

SPRUCE ST

STREET

NW COR, NE 1/4, NW 1/4  
NW 1/4, SEC 17  
114.91'

1-2-1897 B.53  
P. 80 OF DEEDS  
RIV. CO.

S.P.R.R. SPUR

JAN 2, 1897  
ET. 320 OF DEEDS

TRACT 20546-R  
M.B. 150/52-54 RIV. CO

LOT 7  
EAST RIVERSIDE LAND CO.  
M.B. 6/44 S.B. CO.

RE: T-20546-R

• 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

12/18-4  
12/17-2

SCALE: 1" = 50'

DRAWN BY CURT DATE 3/23/87

SUBJECT SPRUCE ST @ SPT CROSSING

12226