

When recorded mail to
City Clerk's Office
City of Riverside
3900 Main Street
Riverside, CA 92522

FREE RECORDING (GOVT CODE 6103)
APPROVED AS TO FORM BY GENERAL COUNSEL
MARCH 15, 1973

67881

STREET OR HIGHWAY EASEMENT

RECEIVED FOR RECORD
 FEB 23 1990
 Recorded in Official Records
 of Riverside County, California
 Register
 DEED
 AUDIT No. 67311

This Indenture, made this 21st day of December, 1989, by and between
SOUTHERN PACIFIC TRANSPORTATION COMPANY,
a Delaware corporation,

CITY OF RIVERSIDE,
a municipal corporation of the State of California,

12633

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 15 inclusive on the attached insert are hereby made parts 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

By [Signature]
(Title) Manager
Contract and Joint Facilities

Attest [Signature]
ASSISTANT SECRETARY

CITY OF RIVERSIDE

By [Signature]
Mayor

By [Signature]
Clerk

APPROVED AS TO FORM
[Signature]

12633

Please record for the benefit of the City of Riverside
Property Services Manager

INSERT

ATLANTA AVENUE
CROSSING BJ-544.5
CITY OF RIVERSIDE

12. A print of Railroad's Drawing A-14211, sheet No. 1, dated November 16, 1988 is attached and hereby made a part hereof.

By separate agreement between Railroad and State of California Department of Transportation, warning devices will be installed at said crossing in the approximate locations shown on the said print.

13. Railroad shall furnish the necessary labor, materials, tools and equipment and shall perform the following work:

- (a) prepare track including rehabilitation of approximately 120 feet of track; and
- (b) install paving in the existing and widened portions of the track crossing area.

Grantee agrees to reimburse Railroad for one hundred percent (100%) of the cost and expense incurred by Railroad in rehabilitating track and installing paving in widened portion of said crossing. Grantee shall advance to Railroad the sum of Five Thousand Six Hundred Fifty Seven Dollars (\$5,657) which amount is the estimated cost to Railroad in performing such work as delineated in the Detail of Estimate, also attached and made a part hereof.

14. 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.

15. 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.

EXHIBIT "A"

That portion of the South one-half of the Southwest one-quarter of Section 18, Township 2 South, Range 4 West, San Bernardino Meridian, together with a portion of Lot 15 of the Wilbur Tract, as shown by map recorded in Book 4, Page 36 of Maps, records of San Bernardino County, California, more particularly described as follows:

COMMENCING at the intersection of the center line of Spruce Street with the center line of Atlanta Street;

THENCE North $0^{\circ}02'53''$ West, along said center line of Atlanta Street 331.24 feet to the true point of beginning; said point being also the southeasterly corner of that certain parcel of land conveyed to the Southern Pacific Railroad Company, a corporation, by a deed recorded January 18, 1897, in Book 53, Page 101, et seq., of Deeds, records of Riverside County;

THENCE North $0^{\circ}02'53''$ West, continuing along said center line of Atlanta Street 16.33 feet to the southeasterly line of that certain parcel of land, 50.00 feet in width, conveyed to Southern Pacific Railroad Company by Judgment in Eminent Domain, recorded July 27, 1897, in Book 45, Page 200, et seq., of Deeds, records of said Riverside County;

THENCE North $51^{\circ}03'13''$ East, along said southeasterly line 42.40 feet to a line which is parallel with and distant 33.00 feet east as measured at right angles from said center line of Atlanta Street;

THENCE North $0^{\circ}02'53''$ West, along said parallel line 64.24 feet to the northwesterly line of said strip of land, 50.00 feet in width;

THENCE South $51^{\circ}03'13''$ West, along said northwesterly line and along the northwesterly line of said parcel so conveyed to Southern Pacific Railroad Company by deed recorded in Book 53, Page 101, et seq., of Deeds, 84.80 feet to a line which is parallel with and distant 33.00 feet west as measured at right angles from said center line of Atlanta Street;

THENCE South $0^{\circ}02'53''$ East, along said parallel line 57.82 feet to the southeasterly line of that certain parcel of land 40.00 feet in width, conveyed to Southern Pacific Railroad Company, by a deed recorded August 14, 1896, in Book 50, Page 336, et seq., of Deeds, records of said Riverside County;

THENCE North $51^{\circ}03'13''$ East, along said southeasterly line of said strip of land 40.00 feet in width 6.38 feet to the south line of said parcel of land so conveyed to Southern Pacific Railroad Company by a deed recorded in Book 53, Page 101, et seq., of Deeds;

THENCE South $89^{\circ}46'27''$ East, along said south line 28.04 feet to said true point of beginning.

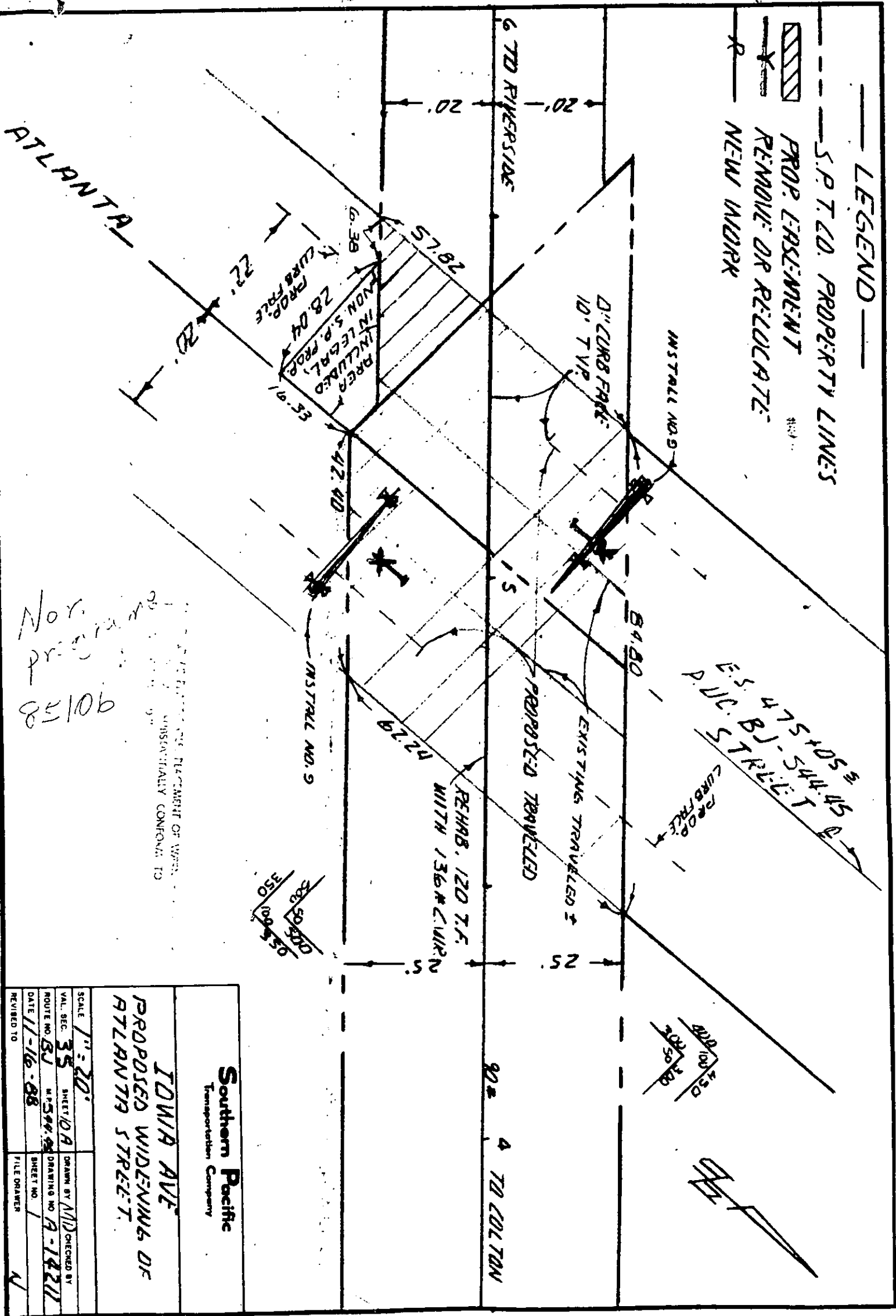
Area - 0.010 of an acre.

DESCRIPTION APPROVAL:

11, 9, 99

George P. Hutchinson
SURVEYOR, CITY OF RIVERSIDE

- LEGEND**
- S.P.T. CO. PROPERTY LINES
 - ▨ PROP. EMBLEMMENT
 - ✕ REMOVE OR RELOCATE
 - NEW WORK



Not
prop.
85106

PLACEMENT OF WIRE
SUBSTANTIALLY CONFORM TO

Southern Pacific Transportation Company	
IDWIRA AVE	
PROPOSED WIDENING OF	
ATLANTA STREET.	
SCALE	1" = 20'
VAL. SEC.	35
SHEET/DA	109
ROUTE NO.	51
DATE	11-16-88
DRAWN BY	MD
CHECKED BY	
DRAWING NO.	9-14211
SHEET NO.	1
FILE DRAWER	4