

DATE April 27, 1976

TO: George Kamrath, Principal Engineer, Public Works Department
FROM: Christopher S. Eldred, Real Property Agent II, Property Services Office
SUBJECT: MAGNOLIA AVENUE LEVELING & MEDIAN RECONSTRUCTION

Attached is a copy of the fully executed Indenture Agreement covering the storm drain crossing of the railroad R/W required by the referenced project. Note the railroad's provisions regarding construction notification and project markers.

CR

CSE:ah
Attachment

RECEIVED
APR 27 1976
DEPT. OF PUBLIC WORKS

PUBLIC WORKS DEPT.		SEARCHED	INDEXED
Director			
Assistant			
Traffic			
Transp.			
Corp. Proj.	<i>CR</i>		
1911			
Plan Ck.			
Land Use			
Imp. Div.			
Sol. Div.			
Gen'l			
DR			
Files			
Notes			
F.U. Date			

need
need *DR*

Post

7102 (II)

AND WHEN RECORDED MAIL TO

Name
Street
Address
City
State
Zip

ALSO ASSIGNED
LEASE
AUDIT NO. 178983

DEED
57431
AUDIT No. _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MILE POST: NONO

THIS INDENTURE, made this 20th day of April, 1976,
by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation
of the State of Delaware, herein termed "Railroad", and CITY OF
RIVERSIDE, a municipal corporation of the State of California, Post
Office Box 1574, Riverside, California 92502, herein termed "Grantee";

WITNESSETH:

1. Railroad hereby grants to Grantee, subject to the reservations,
covenants and conditions herein contained, the right to construct, re-
construct, maintain and operate a fifteen (15) inch storm drain, herein-
after termed "structure", in, upon, along, across and beneath the prop-
erty of Railroad, at or near Riverside, County of Riverside, State of
California, at Engineer's Station 2572+78, Mile 553.97, in the location
shown on the print of Railroad's Los Angeles Division Drawing A-12265,
Sheet No. 1, dated February 11, 1976, attached and made a part hereof.

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Project markers in form and size satisfactory to Railroad identifying the facility and its owner will be installed and constantly maintained by and at the expense of Grantee at Railroad property lines or such locations as Railroad shall approve. Such markers shall be relocated or removed upon request of Railroad without expense to Railroad.

Absence of markers does not constitute a warranty by Railroad of no subsurface installations.

2. This grant is made subject and subordinate to the prior and continuing right and obligation of Railroad, its successors and assigns, to use all the property described herein in the performance of its duty as a common carrier, and for that purpose there is reserved unto Railroad, its successors and assigns, the right (consistent with the rights herein granted) to construct, reconstruct, maintain and use existing and future railroad tracks, facilities and appurtenances and existing and future transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across and along said property.

3. This grant is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property, and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof.

4. The rights herein granted to Grantee shall lapse and become void if the construction of said structure upon said property is not commenced within one (1) year from the date first herein written.

5. Grantee shall bear the entire cost and expense of constructing, reconstructing and maintaining said structure upon said property. Grantee agrees that all work upon or in connection with said structure shall be done at such times and in such manner as not to interfere in any way whatsoever with the operations of Railroad. The plans for and the construction or reconstruction of said structure shall be subject to the approval of Railroad. Grantee agrees to give Railroad five (5) days' written notice prior to commencement of any work of construction or reconstruction.

Grantee agrees to reimburse Railroad for the cost and expense to Railroad of furnishing any materials or performing any labor in connection with the construction, reconstruction, maintenance and removal of said structure, including, but not limited to, ~~the furnishing of such watchmen, flagmen and inspectors as Railroad deems necessary.~~ ~~the furnishing of such watchmen, flagmen and inspectors as Railroad deems necessary.~~ the furnishing of such watchmen, flagmen and inspectors as Railroad deems necessary.

In the event Railroad shall at any time so require, Grantee, at Grantee's expense, shall reconstruct or alter said structure or make changes in the location thereof upon receipt of written notice from Railroad so to do.

6. As part consideration, Grantee agrees to pay Railroad an amount equal to any and all assessments which may be levied by order of any authorized, lawful body against the property of Railroad (and which may have been paid by Railroad) to defray any part of the cost or expense incurred in connection with the construction of said structure upon said property commenced within one (1) year from the date first herein written.

7. Grantee, its agents and employees, shall have the privilege of entry on said property for the purpose of constructing, reconstructing, maintaining and making necessary repairs to said structure. Grantee agrees to keep said property and said structure in good and safe condition, free from waste, so far as affected by Grantee's operations, to the satisfaction of Railroad. If Grantee fails to keep said property and said structure in a good and safe condition, free from waste, then Railroad may perform the necessary work at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

8. In the event any work upon or in connection with said structure or its appurtenances, to be done upon or adjacent to the tracks and property of Railroad should be let to a contractor by Grantee, such work shall not be begun until such contractor shall have first entered into an agreement with the railroad company which operates on said property, satisfactory to said company and indemnifying Railroad from and against all claims, liability, cost and expense growing out of the performance of the work to be done by such contractor.

Such contractor shall furnish, at the option of and without expense to Railroad, a reliable surety bond in an amount and in a form satisfactory to said company guaranteeing the faithful performance of all the terms, covenants and conditions contained in said agreement, and a certified copy of a policy of Public Liability and Property Damage insurance within limits specified by and in a form satisfactory to said company, covering the contractual liability assumed by contractor in said agreement to be entered into with said company by such contractor.

9. Grantee shall assume all risk of damage to said structure and appurtenances and to any other property of Grantee or any property under the control or custody of Grantee while upon or near the property of Railroad incident to the construction or maintenance of said structure. ~~caused by or contributed to by any way by the construction, operation, maintenance or presence of Railroad or its employees on the above mentioned location~~

Insofar as it lawfully may, Grantee agrees to indemnify and save harmless Railroad, its officers, employees, agents, successors and assigns, from all claims, liability, cost and expense howsoever same may be caused, including reasonable attorney fees, for loss of or damage to property and for injuries to or deaths of persons arising out of the construction, reconstruction, maintenance, presence, use or removal of said structure regardless of any negligence or alleged negligence on the part of Railroad employees.

The word "Railroad" as used in this section 9 shall be construed to include, in addition to Railroad, the successors, assigns and affiliated companies of Railroad ~~and any other railroad company that may be lawfully operating upon and over the tracks crossing said structure~~ and the officers and employees thereof.

10. Should Grantee, its successors or assigns, at any time abandon the use of said property or any part thereof or fail at any time to use the same for the purpose contemplated herein for a continuous period of one (1) year, the right hereby given 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 and privileges hereby granted, Grantee, at its own cost and expense, agrees to remove said structure from said property and restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said structure. Should Grantee in such event fail, neglect or refuse to remove said structure 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.

11. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

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

SOUTHERN PACIFIC TRANSPORTATION COMPANY,

By L. Blake
(Title) Manager, Coast Dept.

Attest: [Signature]
Assistant Secretary

CITY OF RIVERSIDE,
By [Signature]
Mayor

Attest: Alice A. [Signature]
City Clerk

APPROVED AS TO FORM
[Signature]
ASST. CITY ATTORNEY

DESCRIPTION APPROVAL
By [Signature] 4/13/78
Recorder

A-12265

BURGE AVENUE B1-553.83

HOLE RANCH

M.P. 554.0

E S 2570 + 6661

SIR # 553.97
2572 + 04

14" x 18" CORR. IRON PIPE CULVERT



SECTION "A-A" (15" DIA. R.C.C.)

OPERATIONS ABANDONED JUNE 29, 1973
I.C.C. DOCKET AB 12 SUB NOS MAY 9, 1978
TRACK REMOVED

SKOFFSTAD STREET

MAGNOLIA

MAGNOLIA

S. 550 41' 45" W. (Deed 12244)

AVE.

AVE.

2580
TO COLTON

25
25
605'

Surveyed &

Southern Pacific
Transportation Company
Office of Planning
610 BURNING MAN STREET, LOS ANGELES, CALIFORNIA, 90014

HOLE RANCH

PROPOSED EASEMENT TO
CITY OF RIVERSIDE
FOR 15" DIA. R.C.C.

SCALE	1" = 100'	DATE PLOTTED	1/27/76
DRAWN BY	M.A.S.	CHECKED BY	M.J.M.
PROJECT NO.	8-12265	DRAWING NO.	8-12265
DATE	FEB. 11, 1976	SHEET NO.	1
REVISED TO		FILE NUMBER	N

LEGEND
--- SOU. PAC. PROPERTY LINES
--- RED. PROP. EASEMENT AREA, 5000'±