

126758

RECEIVED FOR RECORD

OCT 1 1974

50 Min. Past 1 o'clock A.M.
At Request of
[Signature]
Book 1974, Page 120705

Recorded in Official Records
of Riverside County, California

W.H. Brough Recorder
FEES \$ *[Signature]*

EX-101

8285

APPROVED AS TO FORM

[Signature]
CITY ATTORNEY

EASEMENT

FROM

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

TO

CITY OF RIVERSIDE

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 Company

for Por. ATSF 100' wide r/w, deed dated 9-6-86, 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, hereinafter 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 reconstruction of a reinforced concrete pipe storm drain (hereinafter called "storm drain") through, under and across that certain irregular shaped parcel of land 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 Railroad Company (predecessor in interest to first said railway company) from the Riverside Land Company, recorded July 9, 1887, in Book No. 63 of deeds, page 111, Records of San Bernardino County, described as follows:

Beginning at the intersection of the northwesterly line of said 100 foot wide right of way with the southwesterly line of Pierce Street (80.0 feet wide); thence South 34°00'32" East (bearing assumed for purpose of this description), along said southwesterly line 28.73 feet; thence North 67°27'33" West 39.81 feet to a point in

DESCRIPTION APPROVAL
by *George C. Hutchinson* 6/13/74
Surveyor

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said northwesterly line; thence North 67°32'27"
East along said northwesterly line 22.40 feet
to the point of beginning.

Containing an area of 0.007 of an acre of land,
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 char-
acter upon, over or under the surface of the premises hereinabove
described; and (b) from time to time to construct, operate, main-
tain, 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 con-
sent 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 pre-
mises 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-
ments, restrictions, reservations, conditions, covenants, encum-
brances, rights and rights of way, liens and claims of title which
may in anywise affect the said premises, and subject also to the

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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 39-inch diameter reinforced concrete pipe. Said storm drain shall be not less than six (6) 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 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.

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(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.

Each of the foregoing conditions shall also be deemed to be covenants which City, by its acceptance hereof, agrees to

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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

