

When recorded mail to:

Property Services
City of Riverside
3900 Main St.
Riverside, CA 92522

207263

RECEIVED FOR RECORD

SEP 29 1978

Min. Past 3 o'clock P M.
At Request of

CITY OF RIVERSIDE

Book 1978, Page 207263

Recorded in Official Records
of Riverside County, California

D. D. Seaman Recorder
FEES \$ 1.00

APPROVED AS TO FORM

J. H. Havelle
CITY ATTORNEY

RECEIVED

AUG 28 1978

PROPERTY SERVICES

9456

EASEMENT

FROM

THE ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY

TO

CITY OF RIVERSIDE

Covering certain real property
situate in the City of Riverside,
County of Riverside, State of
California

Dated July 25, 1978.

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EASEMENT, Made this 25th day of July,
1978, from THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY, a Delaware corporation, here-
inafter called "Santa Fe", first party, to CITY
OF RIVERSIDE, a body corporate and politic,
hereinafter called "City", second party.

IN CONSIDERATION of the sum of Three Hundred
Dollars (\$300), 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 an open flood
control channel for flood control purposes (hereinafter
called "channel") through, under and across a parcel of land
in the City of Riverside, County of Riverside, State of
California, being that portion of The Atchison, Topeka
and Santa Fe Railway Company's 200-foot wide property in
the Southwest Quarter of Section 28, Township 2 South,
Range 4 West, San Bernardino Meridian, described as follows:

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Commencing at the intersection of the southwesterly line of said 200-foot wide property with the southerly line of said Section; thence along the boundary of said property the following three (3) courses: (1) northwesterly along the arc of a curve from whence a radial bears North 62°14'16" East (bearing assumed for the purpose of this description), concave northeasterly and having a radius of 1532.69 feet, through a central angle of 0°15'33", a distance of 6.93 feet; thence (2) North 27°30'11" West tangent to the preceding curve, 347.25 feet; thence (3) northwesterly and northerly along the arc of a curve tangent to the preceding course, concave northeasterly and having a radius of 1055.37 feet, through a central angle of 5°34'38", a distance of 102.73 feet to the TRUE POINT OF BEGINNING for the parcel herein described; thence continuing northerly along said boundary, being along the northerly continuation of last said curve having a radius of 1055.37 feet, through a central angle 6°46'27", a distance of 124.78 feet; thence South 24°28'54" East, 26.04 feet; thence South 24°15'58" East, 48.33 feet; thence South 56°31'00" East, 60.00 feet; thence South 33°29'00" West, 40.96 feet; thence South 23°58'32" East, 32.51 feet; thence South 23°55'16" East, 43.10 feet; thence North 30°42'40" West, 42.55 feet; thence northwesterly along the arc of a curve tangent to the preceding course, concave northeasterly and having a radius of 980.00 feet, through a central angle of 3°17'55", a distance of 56.42 feet to point of beginning.

Said parcel contains an area of 0.061 of an acre, more or less.

DESCRIPTION APPROVAL
by *George P. Hutchins* 9/11/78 by *OS* -2-
Surveyor

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EXCEPTING AND RESERVING the right to be exercised by 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 hereinabove described premises; and (b) from time to time to construct, operate, maintain, renew and/or relocate upon 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 the City the same as if this easement had not been executed.

TO HAVE AND TO HOLD said easement unto the 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 said channel, 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 channel or by reason of the presence or use thereof.

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(b) That said channel 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 channel 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 channel 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 channel, 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 channel including any such loss, damage or expense

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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 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.

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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

CONSENT TO RECORDATION

THIS IS TO CERTIFY that the interest in real property conveyed by the Deed or Grant dated 7/25/28 from The Atchison Topeka and Santa Fe Railway Company for SW 1/4 Sec 23 T2S R4W S311

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 9/29/78

[Signature]
Property Services Manager

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