

19332

BOOK 8645 PAGE 622

TAX DUE

COYOTE CREEK 645
46-RW 16.1
Adjoins Los Angeles County
First Supervisorial District

(TWO STAMPS REQUIRED)
(CONSIDERATION LESS THAN \$100.00)

EASEMENT

FROM

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

TO

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

RECORDED AT REQUEST OF <i>Los Angeles Flood Control Dist</i> IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIF. 12 PM JUN 28 1968 J. WYLIE CARLYLE, County Recorder
--

FREE
C2

Covering certain real property
situate in the City of Buena Park,
County of Orange, State of
California.

Dated March 5, 1968

EASEMENT, Made this 3th day of March, 1968,
from THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,
a Kansas corporation, hereinafter called "Santa Fe,"
first party, to LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT, a body corporate and politic, hereinafter
called "District," second party.

IN CONSIDERATION of the sum of Fifty Dollars (\$50), 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 District an easement for the construction,
maintenance, operation, inspection, repair and reconstruction of an
open flood control channel, roadway, gates, embankment and appurten-
ant structures (hereinafter called "embankment") through, under and
across that certain irregular shaped parcel of land in the City
of Buena Park, County of Orange, State of California, being a
portion of that certain 1.1334 acre parcel of land described as
Parcel "B" in deed to The Atchison, Topeka and Santa Fe Railway
Company recorded July 22, 1963, in Book 6640, pages 445 to 448,
inclusive, Official Records of said County, in Lot 61 of a plat of
subdivision of lands owned by F. R. Miner, as said Lot is shown
on map filed in Book 1, page 7, of Record of Surveys, of said
County, said parcel being described as follows:

Beginning at the southeasterly corner of said
1.1334 acre parcel; thence North 00°46'07" West
(bearing assumed for purpose of this description)

along the easterly line of said 1.1334 acre parcel 29.16 feet; thence South 89°31'26" West 43.62 feet to a point in the westerly line of said 1.1334 acre parcel; thence South 00°08'37" East along said westerly line 38.54 feet to a point in the southerly line of said 1.1334 acre parcel, also being the northerly line of that certain Parcel "C" as described in deed to Los Angeles County Flood Control District recorded February 20, 1961 as Document 11966 in Book 5634, page 482, Official Records of said County; thence easterly along the southerly line of said 1.1334 acre parcel, from a tangent which bears North 78°20'42" East, along the arc of a curve concave northerly and having a radius of 1500.00 feet, through a central angle of 1°43'05" a distance of 44.98 feet to the point of beginning.

Said parcel contains an area of 0.0342 of an acre, 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 character upon, over or under the surface of the premises hereinabove described; and (b) from time to time to construct, operate, maintain, 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, without in any instance being required to obtain the consent of District, the same as if this easement had not been executed, provided same does not unreasonably interfere with the exercise of the easement herein granted.

TO HAVE AND TO HOLD the above described easement unto District 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 embankment, 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 District will restore and replace the surface of, and/or any improvements on, the aforesaid premises and will 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 embankment or by reason of the presence or use thereof.

(b) That said embankment shall be constructed and thereafter maintained in a manner which will not interfere with the operation of Santa Fe's trains, locomotives, motors and cars, satisfactory to Santa Fe's Chief Engineer.

(c) That District will at all times keep said embankment in good condition and repair and, should it fail to do so, will permit Santa Fe to make such repairs under the direction of its Chief Engineer as he may deem necessary for the preservation of Santa Fe's property, and in such event District shall refund to Santa Fe the amount expended therefor.

(d) That District will adequately protect said embankment 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 embankment, District will 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 Chief Engineer of Santa Fe.

(f) That District, 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 embankment, 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 District, (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 District, 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 District by anyone owning or claiming title to or any interest in the premises hereinabove described, Santa Fe shall not be liable to District 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.

ATTEST:

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By

G. H. Griffin
Its Assistant Secretary

By

[Signature]
Its Vice President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

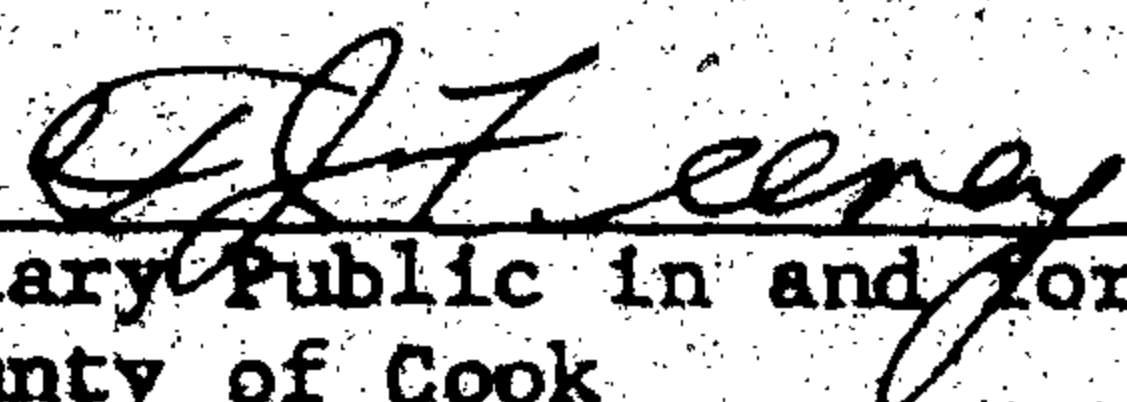
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On this 11th day of March, in the
year one thousand nine hundred and sixty-8, before me,

T. J. FEENEY, a Notary Public in and for said
County of Cook, State of Illinois, personally appeared

JOHN C. DAVIS, known to me to be the Vice President
of the corporation that executed the within and foregoing
instrument, and known to me to be one of the persons who
executed said instrument on behalf of the corporation therein
named, and acknowledged to me that such corporation executed
the within instrument pursuant to its by-laws or a resolution
of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed my official seal in said County the day and year
in this certificate first above written.


Notary Public in and for said
County of Cook
State of Illinois

(SEAL)

STATE OF CALIFORNIA)

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COUNTY OF LOS ANGELES)

ss.

On this 19th day of March, in the
year one thousand nine hundred and sixty-eight, before me,

V.W. OSIER, a Notary Public in and for said

County of Los Angeles, State of California, personally

appeared G. H. C. C., known to me to be one of the

persons who executed the within instrument on behalf of the

corporation therein named, and acknowledged to me that such

corporation executed the within instrument pursuant to its

by-laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed my official seal in said County the day and
year in this certificate first above written.



OFFICIAL SEAL
V. W. OSIER
NOTARY PUBLIC, CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

V.W. Osier

Notary Public in and for said
County of Los Angeles
State of California

(SEAL)

OSIER
My Commission Expires Sept. 28, 1966

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STATE OF CALIFORNIA,
County of Los Angeles } ss.

On this _____ day of _____, 19____, before me,
a Notary Public in and for said County and State, personally appeared _____

_____ known to me to be the person, whose name
subscribed to the within instrument, and acknowledged that _____ executed the same.

Witness my hand and official seal the day and year first above written.

Notary Public in and for said County and State

STATE OF CALIFORNIA,
County of Los Angeles } ss.

On this _____ day of _____, 19____, before me,
WILLIAM G. SHARP, County Clerk and ex-officio Clerk of the Superior Court in and for said
County, personally appeared _____

_____ known to me to be the person, whose name _____ subscribed to the within instrument, and
acknowledged to me that _____ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the
seal of said Court, the day and year in this Certificate first above written.

WILLIAM G. SHARP,
County Clerk and ex-officio Clerk of said Superior Court

By _____ Deputy

STATE OF CALIFORNIA,
County of Los Angeles } ss.

On this _____ day of _____, 19____, before me,
_____ a Notary Public in and for said County, personally appeared _____

_____ known to me to be the _____ president, and
_____ known to me to be the _____ secretary of the _____

the corporation that executed the within instrument _____, and known to me
to be the persons who executed the within instrument on behalf of the corporation therein named
and acknowledged to me that such Corporation executed the within instrument pursuant to its by-
laws or a resolution of its board of directors.

Witness my hand and official seal the day and year first above written.

Notary Public in and for said County and State

STATE OF CALIFORNIA,
County of Los Angeles } ss.

On this _____ day of _____, 19____, before me, JAMES S. MIZE,
Clerk of the Board of Supervisors of the County of Los Angeles, State of California, personally ap-
peared _____, known to me to be the chairman of the Board of
Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, the District that ex-
ecuted the within instrument, and known to me to be the person who executed the same on behalf
of said District and acknowledged to me that said District executed the same, pursuant to the
Order of said Board of _____, 19____, No. _____

JAMES S. MIZE,
Clerk of the Board of Supervisors
of Los Angeles County, California

By _____ Deputy

Project COYOTE CREEK

Parcel No. 645

District Map No. 46-RW 16.1
Adjoins Los Angeles County
Superiorial District First

THE ATCHESON, TOPEKA AND
SANTA FE RAILWAY COMPANY

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT

WHEN RECORDED MAIL TO
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
RECORDING REQUESTED BY
LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT

Approved as to form,

May 1
HAROLD W. KENNEDY,
County Counsel.

By *Edward A. Hulse*
Deputy

Approved as to description,

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT

By *[Signature]*
Right of Way Engineer - Civil Engineer
Right of Way Engineering Division

Approved as to title and execution,

[Signature]
LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT

By *[Signature]*
Title Officer

ACCEPTANCE

Under the authority conferred by Resolution duly and regularly adopted by the Board of Supervisors of the Los Angeles County Flood Control District on the 6th day of March, 1968, a certified copy of which was recorded in Book 15148, page 459, of Official Records of Los Angeles County, the undersigned accepts and consents to the recordation on behalf of said District the with-
in instrument on this *3rd* day of *June*, 19*68*.

Edward A. Hulse
Assistant Chief Deputy Engineer

CERTIFICATE OF ACCEPTANCE AND
AUTHORIZATION OF RECORDATION
PURSUANT TO GOVERNMENT CODE 27281

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This is to certify that the interest in real property conveyed
by the within instrument from The Atchison, Topeka and Santa Fe
Railway Company
to the Los Angeles County Flood Control District, a body corporate
and politic, is hereby accepted by Order No. 57 of the Board of
Supervisors of said District, dated June 11, 1968, and that
the said District, the grantee herein, consents to recordation
thereof by its duly authorized officer.

Dated: June 11, 1968

JAMES S. MIZE, Clerk of the
Board of Supervisors of Los Angeles
County Flood Control District

By

Martha Rogers
Deputy

Auxo 15

