

**FILED**

10634

Project No: 258-105  
Project: Gilbert Street  
C.S. 7898

11-22-66  
W. E. ST JOHN, County Clerk

By \_\_\_\_\_ Deputy

This Indenture, made this 22nd day of November, 1966, by

and between **SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware,**

herein called "Railroad," and **COUNTY OF ORANGE, a political subdivision of the State of California,**

herein called "Grantee."

RECORDED AT REQUEST OF  
DEPT. OF REAL PROP. SERVICES  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIF.  
4390  
MAR 17 1967  
L. WYLE CARLILE, County Recorder

Witnesseth:

FREE

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 following described real property:

All that certain parcel of land situate in Section 19, Township 4 South, Range 10 West, San Bernardino Meridian, in the County of Orange, State of California, and being that portion of the Rancho Los Coyotes, as shown on map recorded in Book 51, at Page 10, of Miscellaneous Maps, Records of said County, described as follows:

Beginning at the Northwest corner of Lot 38, Tract No. 2111, as shown on a map recorded in Book 61, Pages 46 through 48, Miscellaneous Maps, Records of said Orange County; thence N. 89°14'35" E., along the North line of said Lot 38, said North Line also being the Southerly Line of land of Southern Pacific Company as described in a deed recorded in Book 38, Page 97, Deeds, Records of said Orange County, 10.00 feet to a line that is parallel with and 40.00 feet Easterly from the center line of Gilbert Street; thence N. 0°20'10" W., along said parallel line and crossing the center line of said Company's existing main track (West Anaheim-Stanton) at Engineer Station 190+04.50, a distance of 60.00 feet to the Northerly line of said Southern Pacific Company's land as described in a deed recorded in Book 29, Page 100, Deeds, Records of said Orange County; thence S. 89°14'35" W., along said Northerly line, 40.00 feet to the center line of said Gilbert Street said center line being the West line of the Southeast quarter of said Section 19; thence S. 89°13'05" W., along the Northerly line of said Southern Pacific Company's land as described in a deed recorded in Book 37, Page 199, Deeds, Records of said Orange County, to a line that is parallel with and 40.00 feet Westerly from said center line of Gilbert Street; thence S. 0°20'10" E., along last mentioned parallel line, 60.00 feet to the Southerly line of said Southern Pacific Company's land as described in said Book 29, Page 100, of Deeds; thence N. 89°13'05" E., along last mentioned Southerly line, 40.00 feet to said center line of Gilbert Street; thence N. 89°14'35" E., along said Southerly line of Southern Pacific Company's land as described in said Book 38, Page 97, of Deeds, 30.00 feet to the point of beginning.

1a. Grantee, at Grantee's expense, shall furnish the necessary labor, materials, tools and equipment to place sidewalks across Railroad's property and tracks. Grantee agrees to reimburse Railroad for any expense incurred by Railroad in connection therewith.

1b. The rights herein granted are expressly limited vertically, and shall not extend beyond a plane parallel with and 20 feet above the roadway surface of the highway, as originally constructed.

1c. Any contractor performing work upon the property herein described shall execute Railroad's standard form of Contractor's Agreement, prior to commencing any work on Railroad's premises.

APPROVED AS TO DESCRIPTION  
ADLENS S. KOCH  
COUNTY CLERK  
Deputy County Surveyor

(FILE WITH 46-1234-DTD: 11-22-66)

SOUTHERN

CALIFORNIA

No. 1 SIGN

190+44.5  
BAA 512.4

PROPOSED 4' CROSSWALKS FOR PEDESTRIAN TRAFFIC TO MA. HOLLIS SCHOOL TO THE NORTH

EDISON COMPANY PROPERTY

TO STANTON

BK 37 PG 199, DDBS REC. ORA CO. S. 85° 14' 35" W  
Bk 29, Pg. 100, DDBS REC. ORA CO.

PACIFIC

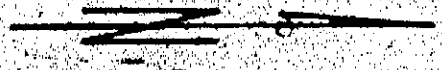
PACIFIC

TRAFFIC SIGN

SOUTHERN PACIFIC COMPANY  
PROPERTY LINES

RED - PROPOSED TEMPORARY SIDEWALKS

RED - PROPOSED TEMPORARY SIDEWALKS



EXISTING CURB

GILBERT ST.

EXISTING CURB

SAC. 19, T 4 S, R 10 W  
S.E. 1/4 M.

LOT 38

S. 85° 14' 35" W

BK 29, PG. 100, DDBS REC. ORA CO.  
Bk 37 PG. 199, DDBS REC. ORA CO.

TO WEST ANAHEIM

Los Angeles  
Drawing A-6862  
SHEET NO. 1 OF 1

SOUTHERN PACIFIC COMPANY  
PACIFIC LINES

WEST ANAHEIM - STANTON  
PROPOSED TEMPORARY SIDEWALKS  
AT GILBERT ST. CROSSING  
BAA-512.4 BY ORANGE COUNTY  
SCALE: 1" = 50' C.H.A. JULY 21, 1966

Rev. 10/22/66

DRAWN

V-43  
2  
N.C.

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 pipe line facilities and appurtenances in, upon, over, under, across or 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 or reconstruction of said highway upon said property is not commenced within one (1) year from the date first herein written.

5. Grantee shall not be construed as conveying or otherwise vesting in Grantee the right to install or the power 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 may be necessary for the maintenance of said highway.

6. Grantee shall obtain any necessary authority and permission required to construct, reconstruct, maintain said highway upon said property from the governmental body or bodies having jurisdiction thereover.

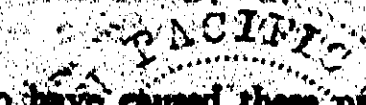
7. Except as herein otherwise provided, Grantee shall bear the entire cost and expense of constructing, reconstructing and maintaining said highway upon said property. The crossing of said highway over any tracks of Railroad shall be constructed and maintained at the grade of said tracks now or hereafter existing. After the construction or reconstruction of said highway has been completed, Railroad shall maintain the portion of said highway between lines two (2) feet outside the rails of each track located thereon.

8. Grantee agrees to reimburse Railroad for 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) and to pay any part of the cost or expense incurred in connection with the construction or reconstruction of said highway upon said property commenced within one (1) year from the date first herein written.

9. 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 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, its successors or assigns, shall at once have the right, in addition to but not in qualification of the rights hereinabove reserved, to resume exclusive possession of the 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 the 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written. (DUPLICATE)



SOUTHERN PACIFIC COMPANY

By [Signature]  
Vice President

Attest: [Signature]  
Assistant Secretary

COUNTY OF ORANGE  
By [Signature]  
Chairman - Board of Supervisors

W. E. ST JOHN  
Clerk - Board of Supervisors

[Signature]  
DEPUTY

APPROVED AS TO FORM

ADRIAN KUYPER  
ORANGE COUNTY

By [Signature]  
Deputy

Value of interest conveyed herein does not exceed \$100

APPROVED AS TO CONTENT  
ALLEN S. KOCH

County Surveyor and Road Commissioner  
By [Signature]

2

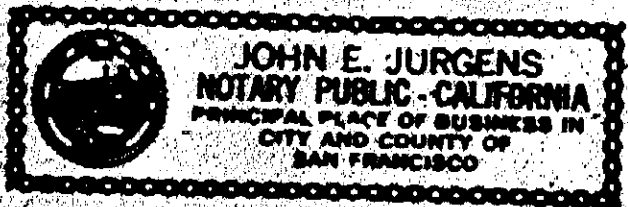
STATE OF CALIFORNIA,  
City and County of San Francisco

BOOK 8202 PAGE 235

On this 28<sup>th</sup> day of December in the year One Thousand Nine Hundred and Sixty  
before me, John E. Jurgens, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared  
(65 Market St.)

W. M. Jacklo and T. F. Ryan, known to me to be the Assistant Vice President and  
Assistant Secretary, respectively, of the corporation described in and that executed the  
within instrument, and also known to me to be the persons who executed it on behalf of  
the corporation therein named and they acknowledged to me that such corporation exe-  
cuted the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal at my office in the City and County of San Francisco, the day and year in this  
certificate first above written.



My Commission Expires June 14, 1969

Corporation

Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires June 14, 1969

**FILED**

RESOLUTION OF THE BOARD OF SUPERVISORS OF  
ORANGE COUNTY, CALIFORNIA  
November 22, 1966

NOV 22 1966  
W. E. ST JOHN, County Clerk  
By \_\_\_\_\_ Deputy

On motion of Supervisor Hirstein, duly seconded and carried, the following Resolution was adopted:

BE IT RESOLVED that the Chairman of this Board be and he is hereby authorized to execute that certain grant of easement dated November 22, 1966, between the Southern Pacific Company, a corporation of the State of Delaware, and the County of Orange, a political subdivision of the State of California, for the Gilbert Street Crossing at the Southern Pacific Company Railroad Crossing, and the Clerk of this Board is directed to attest the same.

AYES: SUPERVISORS WM. HIRSTEIN, C.M. FEATHERLY, DAVID L. BAKER,  
WILLIAM J. PHILLIPS AND ALTON E. ALLEN  
NOES: SUPERVISORS NONE  
ABSENT: SUPERVISORS NONE

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss.

I, W. E. ST JOHN, County Clerk and ex-officio Clerk of the Board of Supervisors of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 22nd day of November, 1966, and passed by a unanimous vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22nd day of November, 1966.

W. E. ST JOHN  
County Clerk and ex-officio Clerk  
of the Board of Supervisors of  
Orange County, California

*Mabel L. Bostert*  
By Mabel L. Bostert  
Deputy

Resolution No. 66-1234  
Grant of Easement - Gilbert  
Street Crossing with  
Southern Pacific Company

OFFICE OF  
COUNTY COUNSEL  
ORANGE COUNTY

KW:ft