

RAF - 10/1/33 - VI - 43350/323-2

STREET OR HIGHWAY EASEMENT

CONSTRUCTION COSTS MORE THAN \$100.00

06

Mark to: P.O. 1/1/33
also Dick N. Johnson
This Indenture, made this *29th* day of *October*, 19*68*, by and between
SOUTHERN PACIFIC COMPANY,
a corporation of the State of Delaware,
COUNTY OF ORANGE,
a political subdivision of the State of California,
herein called "Railroad," and
herein called "Grantee";

Witnesseth:

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 real property described on the attached Exhibit "A."

2. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and twenty (20) feet above the roadway surface of the highway as originally constructed, except that lighting fixtures and similar highway appurtenances may extend above said plane, provided that any such facilities will be removed or rearranged within thirty (30) days after notification from Railroad that such facilities interfere with Railroad's intended use of the space above said plane.

3. This grant is subject and subordinate to the prior right of Railroad to use all the property described in the performance of its duty as a common carrier, and there is reserved unto Railroad the right to construct, reconstruct, maintain, use and remove existing and future, railroad, transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across or along said property. In event tracks are removed from said property, Railroad shall not be obligated to make any change in the grade of said highway.

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

4. The rights herein granted shall lapse and become void if the construction or reconstruction of said highway is not commenced within one (1) year from the date first herein written.

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

6. Grantee shall obtain any necessary governmental authority to construct, reconstruct, maintain and use said highway. Any contractor performing work on the property herein described shall execute Railroad's standard form of contractor's agreement prior to commencing any work on Railroad's premises.

7. Except as herein otherwise provided, Grantee shall bear the entire expense of constructing, reconstructing and maintaining said highway. 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 surface of that portion of said highway between lines two (2) feet outside the rails of each track located thereon. Should Railroad abandon tracks leading to said highway, Railroad may abandon its rails, ties and appurtenant materials and leave the same in place. In such event, Railroad shall not be liable for maintenance of the portion of said highway specified above.

8. As part consideration herefor, Grantee agrees to pay Railroad an amount equal to all assessments levied by any lawful body against the property of Railroad to defray any part of the expense incurred in connection with the construction or reconstruction of said highway commenced within one (1) year from the date first herein written.

9. Should Grantee at any time abandon the use of said property or any part thereof, or fail 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 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 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. Should Railroad remove or abandon in place all of its facilities at said location and Railroad no longer desires to retain interest in said property, Grantee shall be required to purchase Railroad's interest in said property at the then fair market value.

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

12. It is understood and agreed that Sections 13 to 18, inclusive, on the Insert hereto attached are hereby made parts of this Indenture.

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

COUNTY OF ORANGE

By *W. E. St John*
Chairman, Board of Supervisors

By *W. E. St John*
Clerk, Board of Supervisors
W. E. St John
Deputy

SOUTHERN PACIFIC COMPANY

By *W. J. Gault*
(Title) Vice President

Attest *W. J. Gault*
Assistant Secretary

APPROVED AS TO FORM BY GENERAL COUNSEL

ADRIAN KUYPER

COUNTY CLERK

ORANGE COUNTY, CALIFORNIA

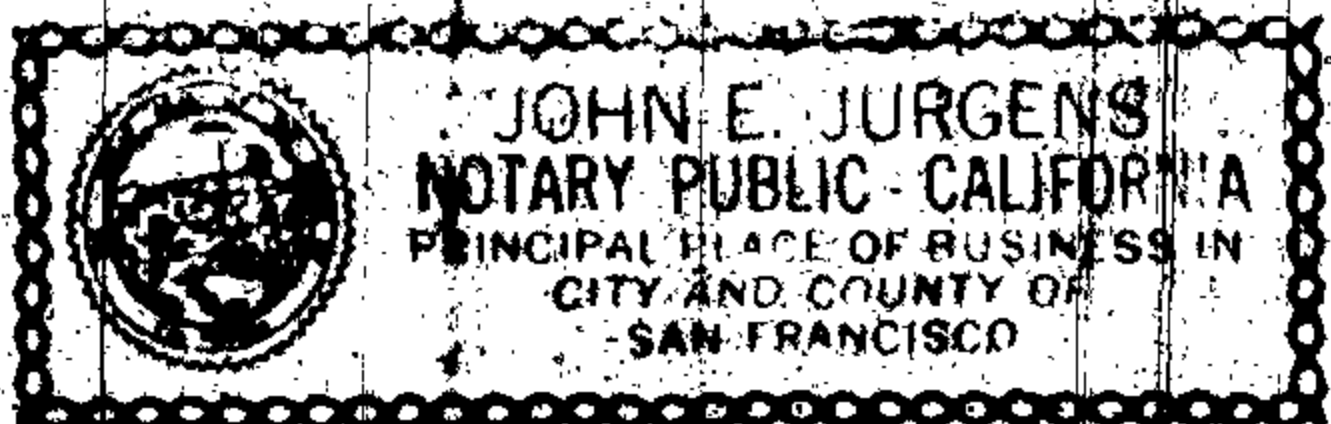
By *W. J. Gault*

STATE OF CALIFORNIA,
City and County of San Francisco

BOOK 8874 PAGE 828

On this 20th day of December
before me, John E. Jurgens, a Notary Public in and for the City and County of San Francisco,
(85 Market St.)

in the year One Thousand Nine Hundred and Sixty-eight
W. M. Jaekle and A. E. Hill, known to me to be the 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 executed the same.



My Commission Expires June 14, 1969.

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.

Corporation

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

My Commission Expires June 14, 1969.

I N S E R T

Gilbert Street Crossing BAA 512.4
Orange County, California

13. Railroad shall furnish all necessary labor, materials, tools and equipment to install and shall install two flashing light grade crossing signals equipped with automatic gate arms together with actuating and operating circuits and adequate instrument housing, hereinafter collectively referred to as "signals" at said highway. Said signals shall be located approximately as indicated in red on the attached print. Installation of and all materials for said signals shall be in accordance with Railroad's usual standards. Such installation shall include removal of this existing signal protection.

Grantee agrees to reimburse Railroad for fifty per cent (50%) of all cost and expense incurred by Railroad in connection with the furnishing and installation of said signals and removal of existing signal protection.

14. Railroad at its expense will remove the existing grade crossing in the track area and prepare its tracks, including the furnishing and installation of solid timber planking along the rails of the tracks through the existing portion of the crossing area.

Railroad at the expense of Grantee shall install timber planking along the rails of the tracks in the widened portions of the crossing area. Grantee agrees to reimburse Railroad for all cost and expense incurred by Railroad in connection therewith.

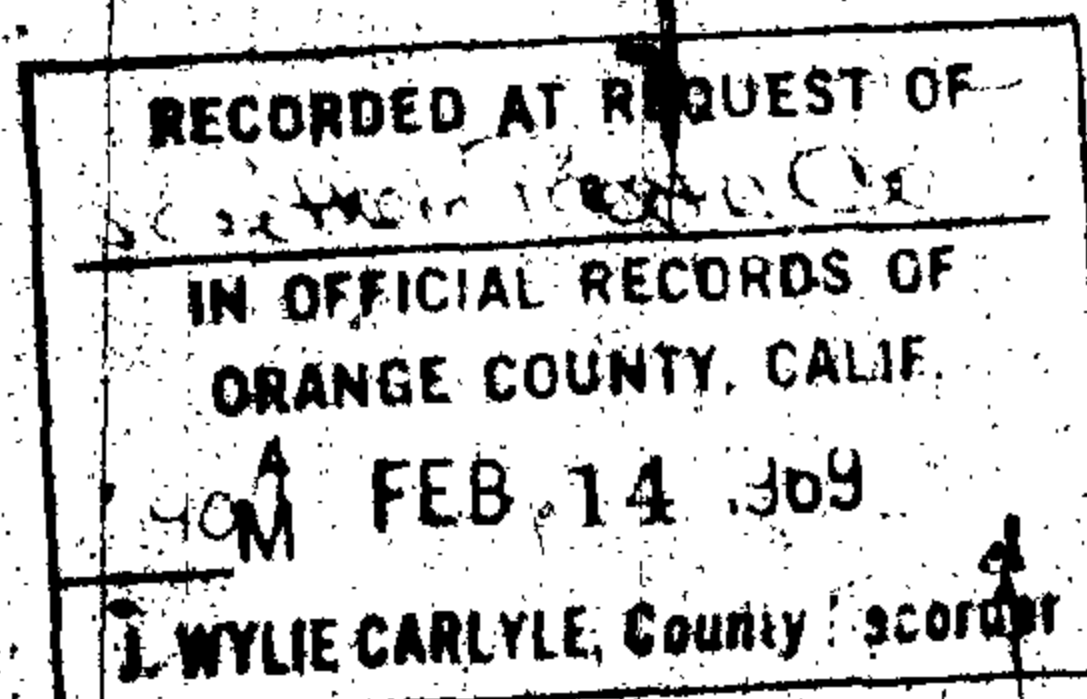
15. Grantee at Grantee's expense shall fill and plug two 29" x 18" CORRUGATED METAL DRAIN PIPES and remove a 16" reinforced CONCRETE DRAIN PIPE and backfill as necessary.

Grantee, at Grantee's expense, shall furnish, install and maintain an 18" by 36" reinforced concrete box drainage culvert.

16. Railroad shall submit to Grantee a bill for sixty per cent (60%) of its share of the estimated cost to Railroad in performing work for which Grantee is obligated to reimburse Railroad hereunder upon completion of said work, which bill Grantee agrees to promptly pay. Should the actual cost prove upon completion of audit to be more or less than such estimated cost, the difference shall be promptly paid by Grantee or refunded by Railroad as the case may be.

17. After installation of said signals have been completed, Railroad shall maintain same so long as they remain in place. Grantee shall pay fifty per cent (50%) of the cost of such maintenance if allocated funds as provided in Section 1231.1 of the California Public Utilities Codes are available.

18. The work to be performed by Railroad hereunder shall be commenced as soon as labor and materials are available following execution of this instrument and shall be completed within one (1) year thereafter.



FREE
C4

EXHIBIT "A"

Gilbert Street Crossing BAA 512.4

That portion of Section 19, Township 4 South, Range 10 West, San Bernardino Meridian, in the Rancho Los Coyotes, as shown on a map recorded in Book 51, Page 10, Miscellaneous Maps, Records of Orange County, California, described as follows:

Beginning at the intersection of Westerly right of way line of Gilbert Street 80 feet wide as described in a deed recorded in Book 8202, Page 232, Official Records of said County, with the Northerly right of way line of Pacific Place as shown on a map of Tract No. 534, recorded in Book 18, Page 4, Miscellaneous Maps, Records of said County; thence along said Westerly line N. 0° 18' 00" W., 37.00 feet; thence S. 44° 28' 30" W., 38.33 feet; thence S. 0° 18' 00" E., 10.00 feet to said Northerly right of way line; thence along said Northerly line N. 89° 15' 00" E., 26.92 feet to the point of beginning.

The above described real property is shown on the print of Railroad's Los Angeles Div'n. Drawing A-6862, Sheet 2, revised February 16, 1968, attached and made a part hereof.

443

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214

BAA-512,90-X

INDSON COMPANY PROPERTY

REMOVE EXIST. 4" A.C. SIDEWALK
AND INSTALL 4" CONC. SIDEWALK.

(EXIST. STR. EASEMENT TO COUNTY OF ORANGE)
DOC. NO. 4918.T (L-24611)

T.O. WEST ANAHEIM

INST 044 63: TIMBER PLANNING

INSTALL AUTO GATES

INDIA 3 17 04 JAGWILL - 1

А. 1400. 13. 35. 1908

THE END

SOL PAC CO. PROPERTY LINES

RED-NEW WORK

YELLOW-REMOVE OR RELOCATE
TIME 2208 200 BANKING

TINT DOPPELFAHRT

HATCHED EXIST EASEMENT

100

SOUTHERN PACIFIC COMPANY

PACIFIC LINES

NOV 19 1954

HOW TO WANT ON IMPROVEMENT

SECRETARY ROYAL, N° 6AAS 524

SCALE: 1"=50' L.V. / NOVEMBER 15, 1967
8:10 P.M. 1968

2017 NOV 01 WOFFORD

1980

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

October 29, 1968

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 is hereby authorized to execute the Street or Highway Easement dated October 29, 1968 to the Southern Pacific Company for widening the Gilbert Street crossing while upgrading the crossing protection to No. 8 flashing light signals and automatic gates, and the Clerk of this Board is directed to attest to same.

AYES: SUPERVISORS WM. HIRSTEIN, ALTON E. ALLEN, DAVID L. BAKER, WILLIAM J. PHILLIPS, AND G.M. FEATHERLY

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 29th day of October, 1968, and passed by a unanimous vote of said Board

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 29th day of October, 1968.

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

Resolution No. 68-1170
Approve Hwy. Easement &
R.R. Crossing Agreement

By Michael L. Hirstein
Deputy

OFFICE OF
COUNTY COUNSEL
ORANGE COUNTY

rc:ls