

RECORDING REQUESTED BY

[RAF - VI - 1/13/83 - 93291/321-2]

TR82-150

*Fillmore Fish Hatchery*

COMPARED

FREE -4

48225

VERIFIED

INDEXED-A

AND WHEN RECORDED MAIL TO

Name State of California - Resources Agency  
Street Department of Fish and Game  
Address WILDLIFE CONSERVATION BOARD  
City Resources Building  
State 1416 - 9th Street  
Zip Sacramento, California 95814

RECORDED IN OFFICIAL RECORDS  
OF VENTURA COUNTY, CALIFORNIA

30 MIN. 9 A.M. MAY 11 1983  
PAST

RICHARD D. DEAN, COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RELMIS: BE-426.1-X(N)

THIS INDENTURE, made this 13<sup>th</sup> day of April, 1983, by  
and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corpora-  
tion, herein termed "Railroad," and STATE OF CALIFORNIA, DEPARTMENT OF  
FISH AND GAME, herein termed "Grantee";

WITNESSETH:

1. Railroad hereby grants to Grantee, subject to the reservations, covenants and conditions herein contained, the right to construct, reconstruct, maintain and use a private roadway in, upon, along and across certain real property situate, lying and being in the County of Ventura, State of California, in the location more particularly described in Exhibit "A," attached and hereby made a part hereof.

Railroad, at the expense of Grantee, shall remove existing crossbuck and wigwag signal, remove existing crossing surface, prepare track including renewal of rail, install AC paving through the existing and widened portions of the crossing and install two (2) crossing and "stop" signs within a reasonable time.

Grantee agrees to reimburse Railroad for all cost and expense incurred by Railroad in connection therewith. It is estimated that the costs and expenses incurred by Railroad will not exceed Ten Thousand Dollars (\$10,000).

2. It is understood and agreed that said roadway shall be a private one and is not intended for use by the general public.

3. This grant is 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 transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across and along said property.

82 0798

4. This grant is made subject to all licenses, leases, easements, restrictions, 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.

5. The rights herein granted to Grantee shall lapse and become void if the construction of said roadway upon said property is not commenced within one (1) year from the date first herein written.

6. Grantee, at Grantee's expense, except as hereinabove set forth shall:

- (a) construct and maintain said roadway in a good and safe condition, satisfactory to Railroad;
- (b) keep the roadway and the flangeways thereof clear of all rubbish, debris and other material;
- (c) construct and maintain roadway and stop signs as designated by Railroad;
- (d) trim shrubbery as required to provide property visibility to trains and vehicles;
- (e) install and maintain warning devices and make roadway changes required by public authority;
- (f) reimburse Railroad for any expense in connection with any of the above, whether performed by Railroad or Grantee, provided such expense shall have received prior approval of Grantee.

7. Grantee shall not perform any work of construction or repair on said roadway, except emergency repairs, unless Railroad's Division Engineer is given five (5) days' advance notice thereof and the approval of Railroad for such work is obtained in writing.

8. All vehicles shall comply with posted signs. Grantee shall not obstruct or interfere with the passage of Railroad's trains.

9. Grantee shall pay for all materials joined or affixed to said property and for all labor performed upon said property, at Grantee's instance or request, and Grantee shall not permit or suffer any mechanics' or materialmen's liens of any kind or nature to be enforced against the property of Railroad for any such work done or materials joined or affixed thereto.

10. Pursuant to the provisions of Section 14662.5 of the Government Code of the State of California, Grantee agrees to release and indemnify Railroad and agrees to repair or pay for any damage proximately caused by reason of the rights granted herein.

11. 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 the purpose contemplated herein for a continuous period of one (1) year, the right hereby given 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 herein elsewhere reserved, to resume exclusive possession of the said property or the part hereof the use of which is so discontinued or abandoned.

12. Provisions hereof notwithstanding, Railroad reserves the right to perform, at Grantee's expense, all or any portion of work required in connection with the construction, maintenance, use and removal of said roadway. If Railroad is to perform any work, Grantee shall deposit with Railroad the estimated cost thereof and, after completion of such work, the difference between the actual cost to Railroad and such deposit shall be promptly paid by Grantee or refunded by Railroad, as the case may be.

13. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. Any assignment by Grantee of Grantee's rights hereunder shall be subject to prior approval of Railroad, which approval shall not be arbitrarily withheld.

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

SOUTHERN PACIFIC TRANSPORTATION  
COMPANY,

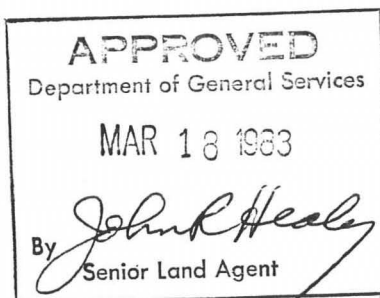
By W E Fowler  
(Title)

Assistant Manager, Contract Dept.

Attest: J. F. O'Connell  
Assistant Secretary

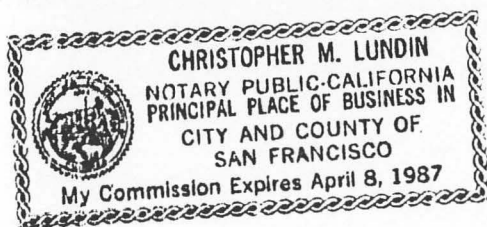
STATE OF CALIFORNIA,  
DEPARTMENT OF FISH AND GAME,

By EC Fullerton  
(Director)



STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO)

ON THIS 13<sup>TH</sup> DAY OF April, 1983, BEFORE ME, CHRISTOPHER  
M. LUNDIN (ONE MARKET PLAZA), A NOTARY PUBLIC IN AND FOR THE CITY AND COUNTY OF SAN  
FRANCISCO, STATE OF CALIFORNIA, PERSONALLY APPEARED W. E. FOWLER, PERSONALLY  
KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE  
PERSON WHO EXECUTED THE WITHIN INSTRUMENT, AS ASSISTANT TO MANAGER, CONTRACT  
DEPARTMENT, ON BEHALF OF THE CORPORATION THEREIN NAMED AND ACKNOWLEDGED TO ME THAT  
THE CORPORATION EXECUTED IT.



Christopher M. Lundin

EXHIBIT "A"

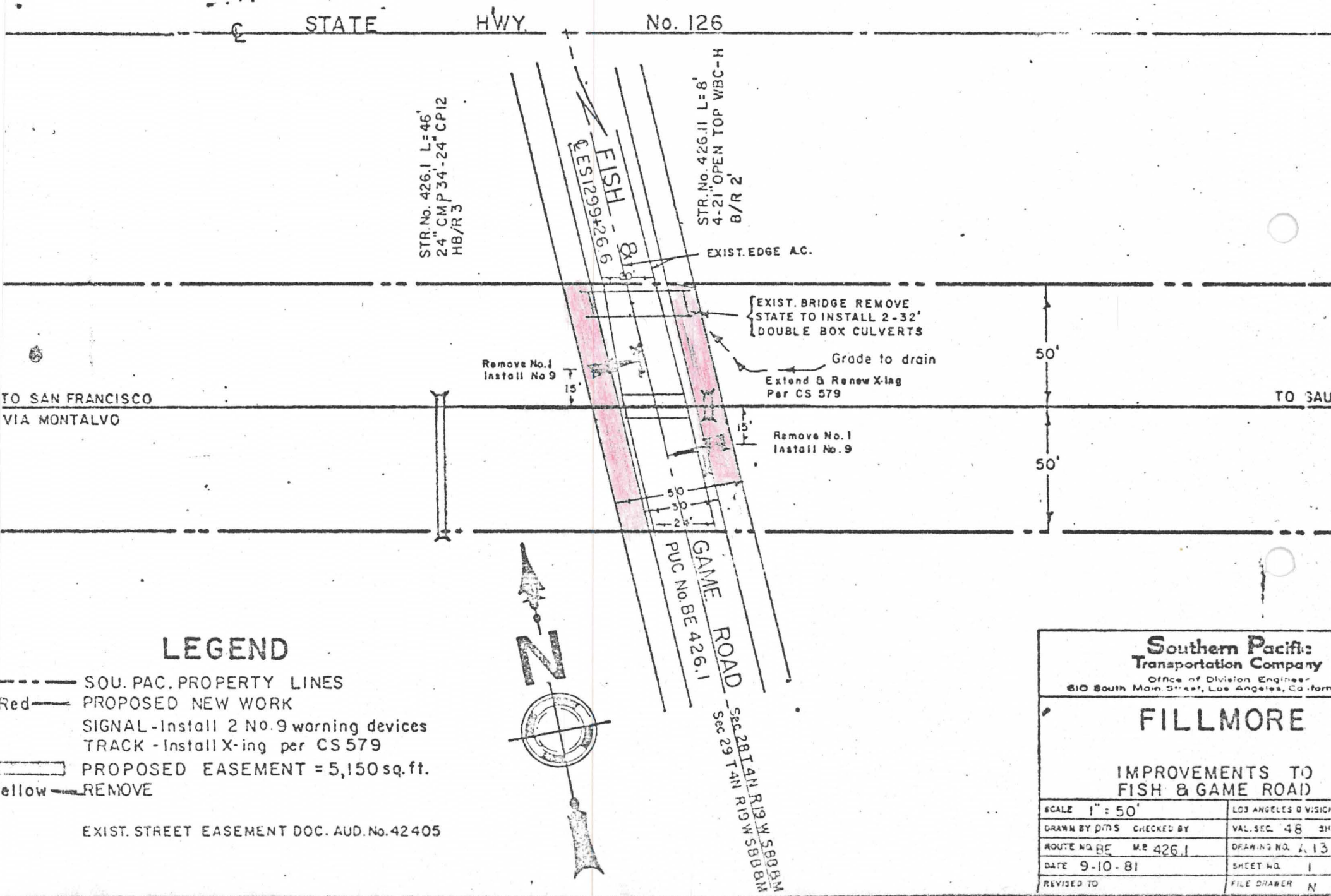
A strip of land, 50 feet wide, situated in Sections 28 and 29, Township 4 North, Range 19 West, San Bernardino Meridian, County of Ventura, State of California, lying equally 25 feet on each side of the following described center line:

Beginning at the point of intersection of the southerly line of land (100 feet wide) of Southern Pacific Transportation Company with the section line common to said Sections 28 and 29; thence northerly along said section line 103 feet to the northerly line of said Company's land.

The side lines of said 50 feet wide strip, terminate in said northerly and southerly lines.

Excepting therefrom that portion of the above described 50 foot wide strip, a strip of land, 30 feet wide, lying equally 15 feet on each side of the above described center line.





# LEGEND

- SOU. PAC. PROPERTY LINES
- Red --- PROPOSED NEW WORK
- SIGNAL - Install 2 No. 9 warning devices
- TRACK - Install X-ing per CS 579
- Yellow --- PROPOSED EASEMENT = 5,150 sq. ft.
- REMOVE
- EXIST. STREET EASEMENT DOC. AUD. No. 42405



<b>Southern Pacific Transportation Company</b> Office of Division Engineer 610 South Main Street, Los Angeles, California	
<h2>FILLMORE</h2>	
<h3>IMPROVEMENTS TO FISH &amp; GAME ROAD</h3>	
SCALE 1" = 50'	LOS ANGELES DIVISION
DRAWN BY PMS CHECKED BY	VAL. SEC. 48 SH
ROUTE NO. BE MB 426.1	DRAWING NO. 113
DATE 9-10-81	SHEET NO. 1
REVISED TO	FILE DRAWER N

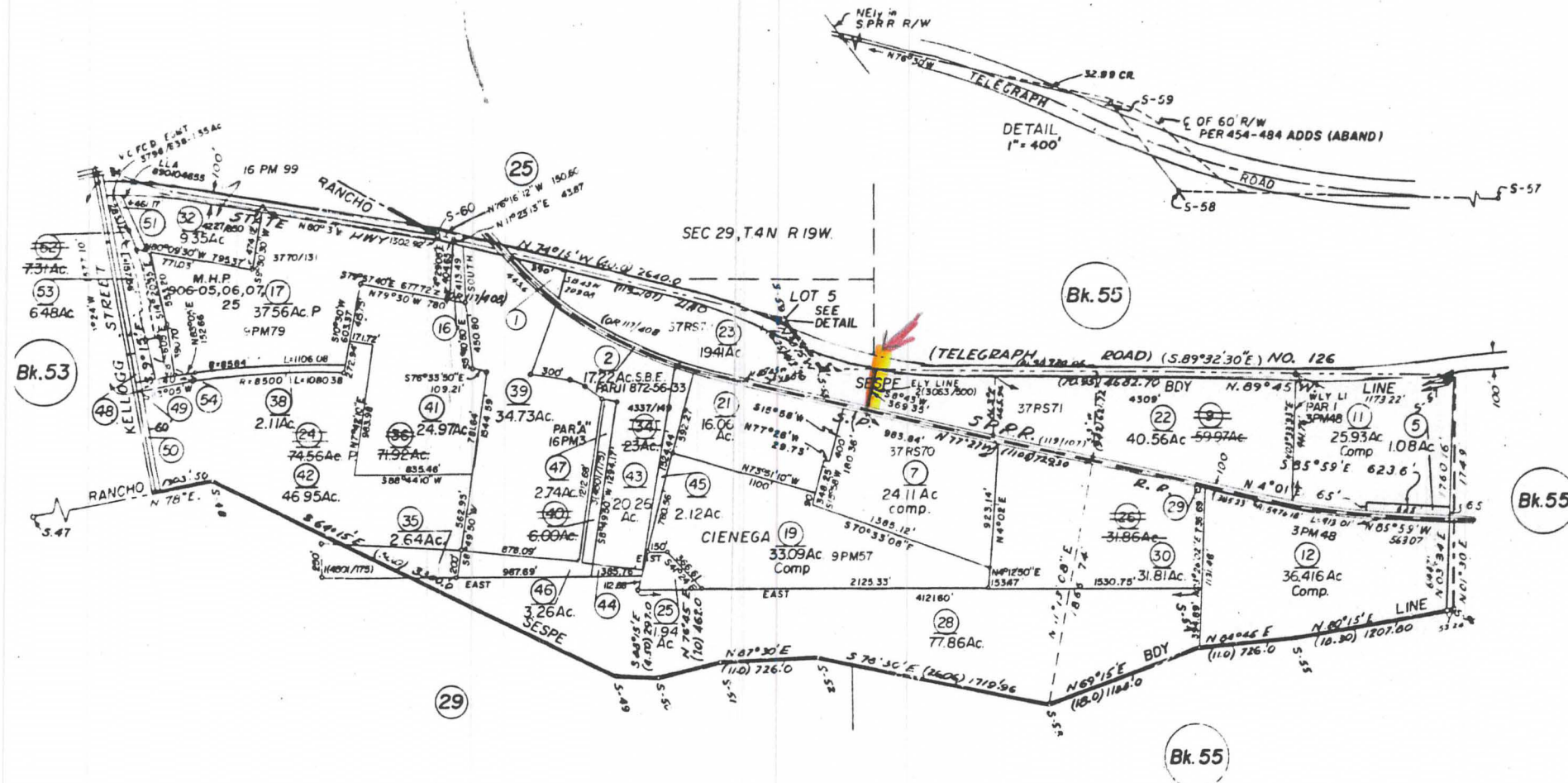
1992-93

RANCHO SESPE  
AND POR. OF LOT 5, T. 4N, R. 19W

Tax Rate Area  
01005  
~~01001~~  
62004

41-26

1" = 800'



NOTE: ASSESSOR'S PARCELS SHOWN ON THIS PAGE  
DO NOT NECESSARILY CONSTITUTE FINAL LOTS.  
CHECK WITH COUNTY SURVEYOR'S OFFICE OR  
PLANNING DIVISION TO VERIFY.

CITY OF FILLMORE & VICINITY  
Assessor's Map Bk. 41 Pg. 26

County of Ventura, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses  
Assessor's Parcel Numbers Shown in Circles  
Assessor's Mineral Numbers Shown in Squares

Ro. Sespe, Tr. 2, Pat. Bk. 1, Pg. 103  
Fillmore Sub. Ro. Sespe, R.M. Bk. 3, Pg. 5

Fillmore FH  
Rd Easement