

992-E

RE 1150 IM 264

RE 1150 IM 264

MARCH 16, 1964

OLD ACCT.	LOT	BLK	NEW ACCT.	NEWARB.
E-66				(1)
REMARKS				
(1) P-25 A.I. P. 31				
(1) P-31				

AW 42393

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 64 - 25

RESOLUTION APPROVING AGREEMENT
(Southern Pacific Company)

Whereas, a certain Agreement dated
between the City of San Leandro, a municipal corporation, and
Southern Pacific Company, a corporation, has been presented to
this Council; and

Whereas, the City Manager has recommended that this City
Council approve said agreement; and

Whereas, the City Council is familiar with the contents
thereof;

Now, therefore, the City Council of the City of San Leandro
does RESOLVE as follows:

That said Agreement be and the same hereby is approved and
the Mayor is hereby authorized and directed to execute the same
on behalf of the City of San Leandro.

Introduced by Councilman Swift and passed and
adopted this 20th day of January, 1964, by the following called
vote:

Members of the Council:

Ayes: Councilmen: Dratham, East, Suenstede, Swift,
Taylor, and Mayor Pro Tem Gordon Gill (6)
Noes: Councilmen: None (0)
Absent: Mayor: Malatesta (1)

Valance Gill
Valance Gill
Mayor of the City of San Leandro
Pro Tempore

AW 42393

Attest: *Richard H. West*
Richard H. West, City Clerk

1/16/64/nf

I hereby certify that the above is
a true and correct copy of

Emily M. Simpson
Emily M. Simpson, Deputy City Clerk

RECORDED at REQUEST OF
CITY OF SAN LEANDRO
At 2:30 P. M.

MAR 16 1964

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
JACK G. BLUE
COUNTY RECORDER

AW 42393

Exception #3 Southern Pacific
Halcyon Drive

LOT

BLK

NEWARB.

R. 1150 I. 265

D. R. / m

C.S. 7368

This Indenture, made this 7th day of February, 1964, by
and between SOUTHERN PACIFIC COMPANY, a corporation of the State of
Delaware,

herein called "Railroad," and CITY OF SAN LEANDRO, a municipal corporation of
the State of California,

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 following described real property:

Those certain pieces or parcels of land situate in the City of
San Leandro, County of Alameda, State of California, described as
follows:

PARCEL NO. 1 (Washington Avenue)

A portion of the strip of land, 100 feet wide, described
in deed from Leonard Stone to the Western Pacific Railroad
Company, recorded October 12, 1869, in Book 49 of Deeds, pages
120 and 121, Alameda County Records, more particularly described
as follows:

BEGINNING at the intersection of the southwestern line of
Washington Avenue, 60 feet wide, as it existed November 25,
1960, with the southwestern line of said 100-foot wide strip
of land described in said deed; thence along the said south-
western line of Washington Avenue North 28°00' West 395.83
feet, more or less, to the northeastern line of said 100-foot
wide strip of land; thence along the last mentioned line North
42°38' West 47.50 feet to its intersection with a line parallel
with the said southwestern line of Washington Avenue and distant
12.00 feet, measured at right angles, southwesterly therefrom;
thence along the said parallel line South 28°00' East 395.83
feet, more or less, to the southwestern line of said 100-foot
wide strip of land described in said deed; thence along the
last mentioned line South 42°38' East 47.50 feet, more or less,
to the POINT OF BEGINNING.

The above described parcel of land contains 4750 square
feet, more or less.

PARCEL NO. 2 (Washington Avenue)

A portion of the strip of land, 100 feet wide, described
in deed from Edward Holland to the Western Pacific Railroad
Company recorded October 12, 1869, in Book 49 of Deeds, pages
121 and 122, Alameda County Records, more particularly described
as follows:

BEGINNING at the northwestern corner of Lot 18 as said
Lot is shown on the Map of Estudillo Park, filed January 31,
1911, in Book 26 of Maps, page 7, Alameda County Records;

AW 42393

OLD ACCT.

NEW ACCT.

BLK

LOT

INSTR. NO.

R.1150 I. 266

thence along the northeastern line of Washington Avenue, formerly Watkins Street, North 28°00' West (North 27°44' West-Rcd Map) 395.83 feet to the northeastern line of land of the Southern Pacific Company as said land is described in said deed; thence along the said northeastern line of the Southern Pacific Company's land, South 42°38' East (South 42°22' East-Rcd Map) 47.50 feet to a line parallel with the said northeastern line of Washington Avenue and distant 12.00 feet, measured at right angles, northeasterly therefrom; thence along said parallel line South 28°00' East 395.83 feet to the northeastern line of said Lot 18; thence along the said northeastern line of Lot 18, North 42°38' West (North 42°22' West-Rcd Map) 47.50 feet, more or less, to the POINT OF BEGINNING.

The above described parcel of land contains 4750 square feet, more or less.

PARCEL NO. 6 (Halcyon Drive)

A portion of the Southern Pacific Company's basic right of way, 100 feet wide, as shown on the Map of Estudillo Park, filed January 31, 1911, in Book 26 of Maps, at page 7, Alameda County Records, more particularly described as follows:

BEGINNING at the point of intersection of the northern line of Halcyon Drive, 56 feet wide, formerly Holland Avenue, as shown on said Map of Estudillo Park, with the southwestern line of said basic 100-foot wide right of way; thence along the said northern line of Halcyon Drive, North 89°44' East (East-Rcd Map) 135.35 feet, more or less, to the northeastern line of said 100-foot wide right of way; thence along the last mentioned line, North 42°38' West (North 42°22' West-Rcd Map) 18.95 feet to a line parallel with the said northern line of Halcyon Drive and distant 14.00 feet, measured at right angles, northerly therefrom; thence along said parallel line South 89°44' West 135.35 feet, more or less, to the southwestern line of said basic 100-foot wide right of way; thence along the last mentioned line South 42°38' East (South 42°22' East-Rcd Map) 18.95 feet to the POINT OF BEGINNING.

The above described parcel of land contains 1895 square feet, more or less.

PARCEL NO. 7 (Halcyon Drive)

A portion of the Southern Pacific Company's basic right of way, 100 feet wide, as shown on the Map of Estudillo Park, filed January 31, 1911, in Book 26 of Maps, page 7, Alameda County Records, described as follows:

BEGINNING at the point of intersection of the southern line of Halcyon Drive, 56 feet wide, formerly Holland Avenue, with the southwestern line of said basic 100-foot wide right of way; thence along the last mentioned line South 42°38' East (South 42°22' East-Rcd Map) 22.59 feet to a point of intersection with a non-tangent curve concave to south, having a radius of 292 feet, and a central angle of 7°46'20" (a radial line to last said point bears North 8°02'20" West); thence along said curve easterly 39.61 feet to a tangent line which is parallel with the said southern line of Halcyon Drive and distant 14.00 feet, measured at right angles, southerly therefrom; thence along said parallel line North 89°44' East 93.42 feet to the northeastern line of said basic 100-foot wide right of way; thence along the last mentioned line North 42°38'

AW 42393

-2-

My Commission Expires October 25, 1964.

County and State
My Commission Expires October 25, 1965

NEV

REM

West (North 42°22' West-Rcd Map) 18.95 feet to its intersection with the said southern line of Halcyon Drive; thence along the said southern line of Halcyon Drive South 89°44' West (West-Rcd Map) 135.35 feet to the POINT OF BEGINNING.

The above described parcel of land contains 1934 square feet, more or less.

The above described parcels of land are shown tinted orange on the print of Railroad's Western Division Drawing E-1384, Sheet No. 3, revised August 14, 1963, attached and made a part hereof.

1-a. Railroad, at its expense, shall prepare its tracks at both of the crossings involved, including any necessary rail changes and removal of existing paving and guardrails, and will furnish and install creosoted gum timbers along the rails of the tracks located through the existing crossing areas.

1-b. Railroad, at the expense of Grantee, shall

a. furnish and install creosoted gum timbers along the rails of the tracks located through the additional crossing areas at both of the crossings involved;

b. relocate existing cantilever type signals at the Washington Avenue crossing from the locations shown in yellow to the locations shown in red on the attached print; and

c. relocate the two existing Standard No. 8 flashing light signals from the locations shown in yellow at the Halcyon Drive crossing to the center islands of the Washington Avenue crossing as indicated in red on said print.

Grantee agrees to reimburse Railroad for all cost and expense incurred by Railroad in connection therewith.

1-c. 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 at Halcyon Drive. Railroad shall furnish and install two automatic gate arms to supplement the existing cantilever type flashing light signals at the Washington Avenue crossing. 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 and substantially in compliance with the Association of American Railroads' recommended standards.

Grantee agrees to reimburse Railroad promptly upon receipt of bills therefor for fifty (50) per cent of all cost and expense incurred by Railroad in connection with the furnishing and installation of flashing light signals with automatic gate arms and appurtenances at Halcyon Drive and the furnishing and installation of automatic gate arms and appurtenances to supplement existing cantilever type flashing light signals at Washington Avenue.

1-d. Grantee, at Grantee's expense, shall furnish and place all paving, traffic islands, drainage and other street facilities.

1-e. After the work contemplated hereunder has been completed, Grantee, at Grantee's expense, shall maintain, in addition to the portions of said highway specified in Section 7 hereof, all traffic islands, drainage and other street facilities.

1-f. After the work contemplated hereunder has been completed, Railroad shall physically maintain said flashing light grade crossing

-3-

AW 42393

My Commission Expires October 25, 1964.

County and State
My Commission Expires October 25, 1965

OLD ACCT.

LOT

BLK

NEW ACCT.

BLK

LOT

NEWARB.

REMARKS

RE 1150 I. 268

RE. 1150 I. 268

signals and appurtenances so long as same may remain in place. The obligation to bear the cost of maintenance of said signals shall be determined or apportioned by subsequent agreement between the parties hereto or by applicable law. In the event there is no agreement between the parties nor applicable law enacted prior to March 31, 1964, then either party hereto may file an application with the Public Utilities Commission of the State of California to seek a determination of this question by that body.

It is not the intention of this agreement to contractually obligate either party hereto to bear any or all of the cost of maintenance of such signals, but rather to set forth procedures by which the obligation to bear the cost of maintenance may be determined or allocated. It is expressly understood and agreed that nothing in this paragraph shall be construed as an acquiescence or endorsement by Grantee of the need for any legislation covering this subject, nor shall this paragraph be construed to indicate an admission by Grantee that the Public Utilities Commission of the State of California has jurisdiction over the subject matter of this paragraph.

-4-

My Commission Expires October 25, 1964.

County and State
My Commission Expires August 25, 1965

OLD ARB.

LOT

BLK

OLD ACCT.

NEW ACCT.

BLK

LOT

NEW ARB.

REMARKS

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. This grant 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 and use 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) to defray 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. (IN DUPLICATE)

SOUTHERN PACIFIC COMPANY

By

(Title)

Attest

Assistant Secretary

CITY OF SAN LEANDRO

By

AW 42393

Mayor

Clerk

OLD ARB.	LOT	BLK
OLD ACCT.		
NEW ACCT.	BLK	LOT
		NEW ARB.

REMARKS

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. This grant 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 and use 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) to defray 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. (IN DUPLICATE)

STATE OF CALIFORNIA,
City and County of San Francisco

On this 20 day of Feb
before me, NORMANT STONE, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared

W. M. Jackle and T. F. Ryan, known to me to be the General Manager 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.

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

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

My Commission Expires October 25, 1964.

AW 42393

RE 1150 IM 270

ICROFILMED

of Holcom D. J.
BEGINNING
At 150'

SOUTHERN
PACIFIC
CO.
(100' R.O.W.)

12.00'

395.83'
395.83'

S 27° 44' E

N 77° 44' W

AVE

WASHINGTON ST
(WATKINS)

CHAPMAN ROAD

S 42° 22' E
1750'

LD 60-156
Area = 4749.96 sq. ft.

INDICATES PARCEL TO BE ACQUIRED
(4749.96 SQ. FT.)



Area to be Acquired

Scale: 1" = 50'



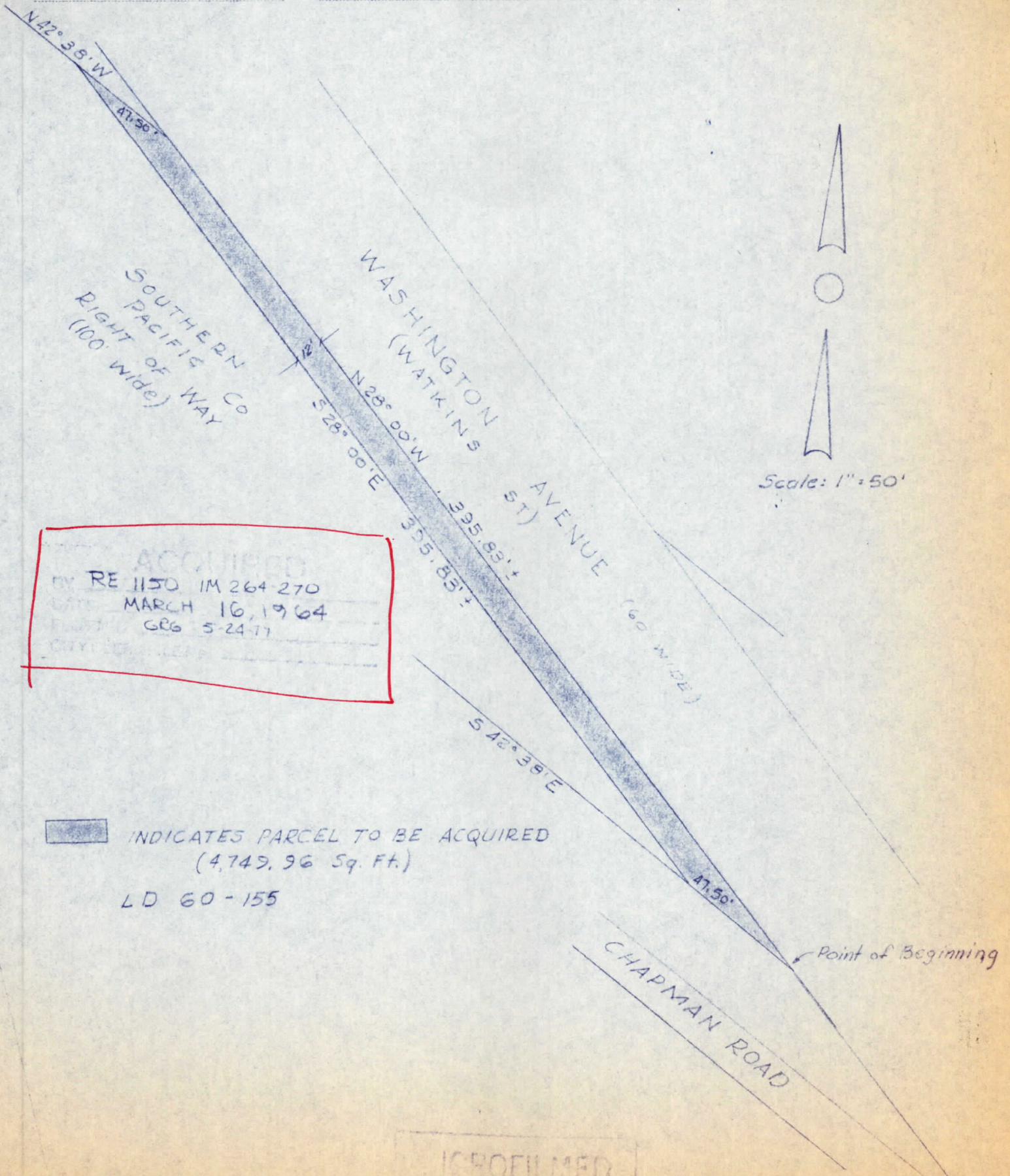
ACQUIRED
BY RE 1150 IM 264-270
DATE MARCH 16, 1964
PLOTTED GEG 5-24-77
CITY CLERK FILE NO.

BY J4 DATE 8-16-60
CHKD. BY R12 DATE
SUBJECT WASHINGTON AVE WIDENING
SOUTHERN PACIFIC CO. JOB NO.
SHEET NO. 14 OF
PARCEL 14

CITY OF SAN LEANDRO ENGINEERING DIVISION

579

BY JA DATE 11-25-60 SUBJECT WASHINGTON AVE WIDENING SHEET NO. OF
 CHKD. BY PJE DATE 12-21-60 SOUTHERN PACIFIC CO (RR) JOB NO. PARCEL 44



INDICATES PARCEL TO BE ACQUIRED
 (4,749.96 Sq. Ft.)
 LD 60-155

ICROFILMED

77C-1240-RR.

CITY OF SAN LEANDRO ENGINEERING DIVISION

560 16

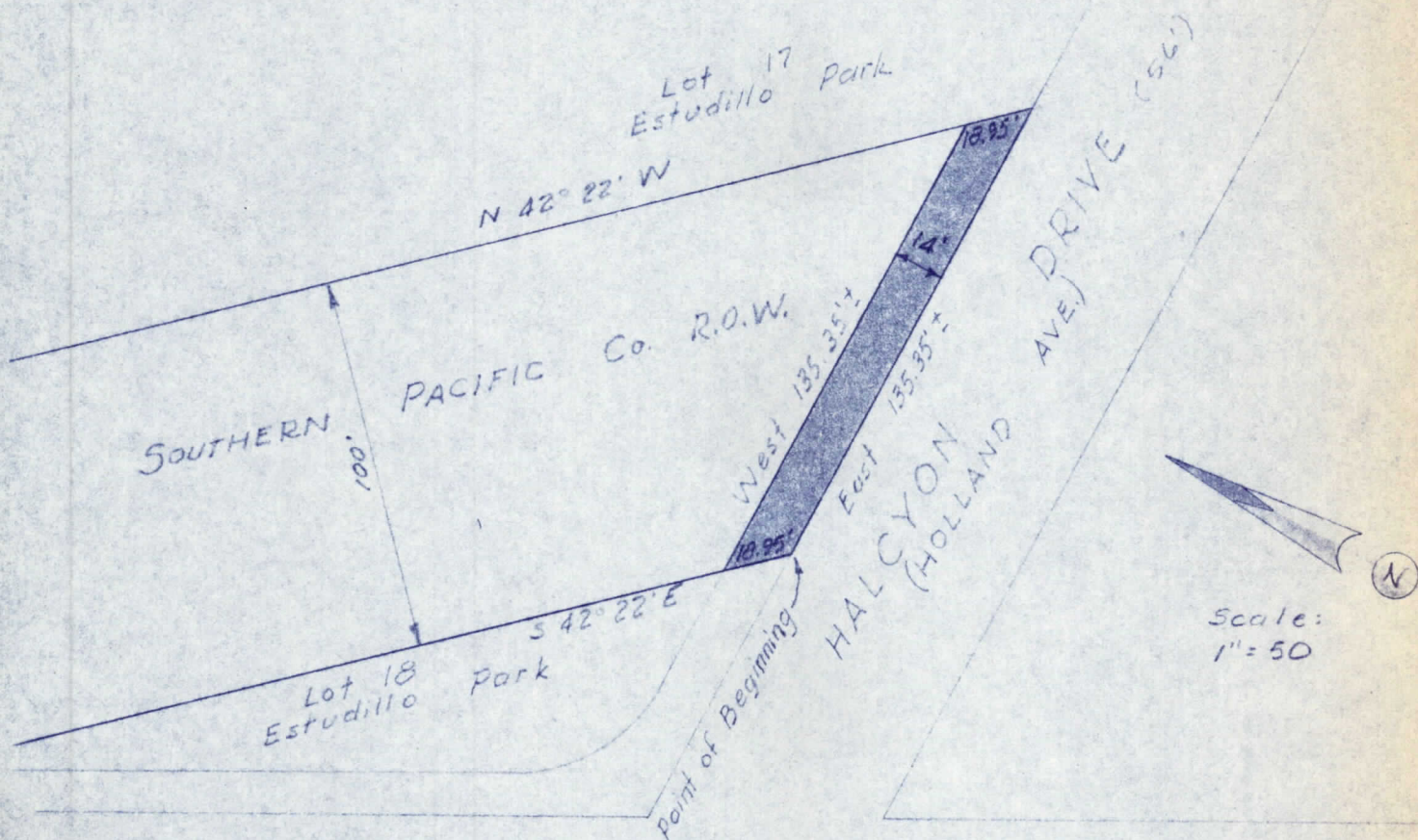
BY JA DATE 12-15-60
CHKD. BY RE DATE 3-15-60

SUBJECT WASHINGTON AVE WIDENING

SHEET NO. _____ OF _____

SOUTHERN PACIFIC CO. (RR.)

JOB NO. _____
PARCEL 16



WASHINGTON AVE.
(WATKINS ST.)

ACQUIRED


BY RE 1150 IM: 264-270

DATE MARCH 16, 1964

PLOTTED 5-24-77 GRG

CITY CLERK FILE NO. _____

AREA = 1894.90 s.f.
LD. 60-154

 Area to be Acquired

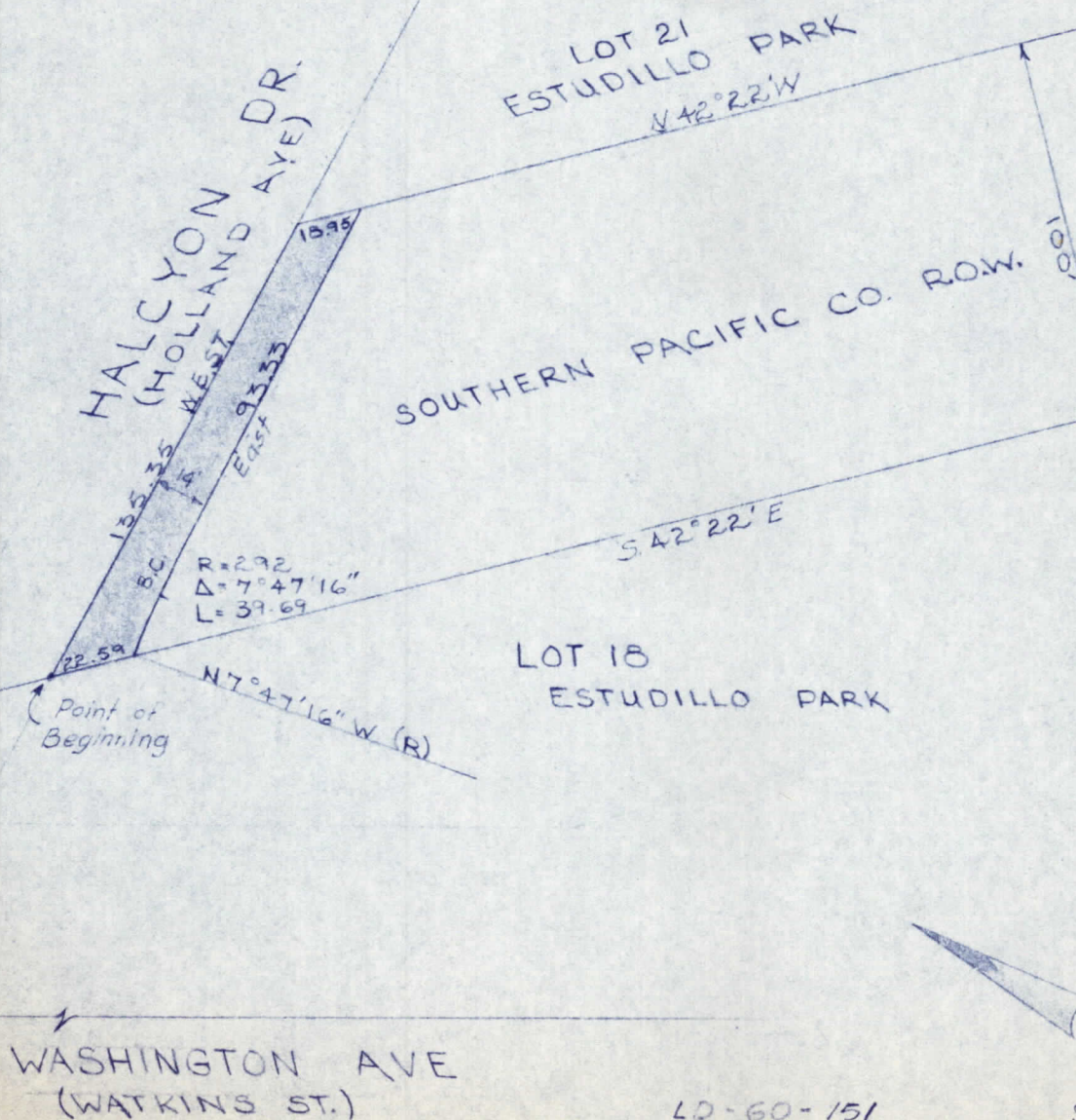
MICROFILMED

DWG 166 CASE 1602

BY JA DATE 10-17-60
CHKD. BY JA DATE 10-17-60

SUBJECT WASHINGTON AVE WIDENINGSHEET NO. 17 OF 17SOUTHERN PACIFIC CO.JOB NO. PARCEL 17

Area to be acquired

ACQUIREDBY RE 1150 IM 264-270DATE MARCH 16, 1964PLOTED GRG 5-24-77CITY CLERK FILE NO. 

MICROFILMED

DWG 167 CASE 1602

