

27866

When recorded mail to:

City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, CA 92522

FREE RECORDING

This instrument is for the benefit of the City of Riverside and is entitled to be recorded without fee (Government Code 6103)

Project: Lily-Foremost Annexation #43

RECEIVED FOR RECORD
AT 2:00 O'CLOCK P.M.

JAN 27 1989

Recorded in Official Records
of Riverside County, California

William P. Pandy
Recorder

Fees \$

12353

Location: City of Riverside

FULL ASSIGNMENT OF UNRECORDED LICENSES

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, and SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, successor in interest to California Electric Power Company, a Delaware corporation, for a valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer and convey to the CITY OF RIVERSIDE, a municipal corporation of the State of California, all of its right, title and interest in and to those certain unrecorded licenses hereinafter listed, granted to Southern California Edison Company and California Electric Power Company for the construction, use, and maintenance of electric supply lines, and other fixtures and appliances, for electric distribution facilities located within the County of Riverside, State of California.

Said licenses hereinabove referred to are listed as follows:

Edison Doc. No.	Title of Instrument	Dated	From	To
169293	License	08-27-1957	The Atchison Topeka and Santa Fe Railway Company, a Kansas corporation	Southern California Edison Company
236181	License	11-01-1957	The Atchison, Topeka and Santa Fe Railway Company, a Kansas corporation	California Electric Power Company, a Delaware corporation

The rights hereby assigned, transferred and conveyed are not necessary or useful in the performance of the duties of said Southern California Edison Company to the public, such rights being those acquired by said City of Riverside, a municipal corporation, under and by virtue of the Final Order of Condemnation recorded December 28, 1984, in Book 1984, page 276471 of Official Records, in the office of the County Recorder of said County, had in that certain Condemnation Action, City of Riverside, Plaintiff, vs. Southern California Edison Company, a corporation, et al., Defendants, Case No. 142556, Superior Court of the State of California in and for the County of Riverside.

12353-1

RECORDED BY W
REAL PROP. & ADM.
BY RWJ DATE 5-17-1987
SLR 58483A
I.O. NONE
FUNC. 23 14

ELECTRIC SUPPLY LINE ACROSS OR ALONG RAILWAY PROPERTY
(Electric Light, Power Supply and Trolley Lines, Irrespective of Voltage, Overhead or Underground)

236101
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THIS LICENSE, made this 1st day of November, 1957,

between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,

a Kansas corporation (hereinafter called "Railway Company") and

CALIFORNIA ELECTRIC POWER COMPANY,

a Delaware corporation

(hereinafter whether one party or more called "Licensee").

Witnesseth, that the parties hereto for the considerations hereinafter expressed covenant and agree as follows:

1. In consideration of the sum of Ten and No/100 Dollars
(\$ 10.00) in hand paid by Licensee to Railway Company, the receipt whereof is hereby acknowledged, and of the covenants and agreements of Licensee hereinafter set forth, and of the faithful performance by Licensee of the same, Railway Company licenses and permits Licensee to construct, maintain and use an electric supply line containing a maximum of Six (6) conductors across or along the premises of Railway Company at or near the station of Highgrove, Riverside County, California

the kind and gauge of said conductors, the phase, frequency and voltage of the electric circuit carried thereon and the location of said electric supply line being more particularly shown upon the print hereto attached, No. L-3-22643 dated October 3, 1957

marked "Exhibit A," and made a part hereof. For convenience, the said electric supply line, with all conductors and their supporting or containing structures in so far as they relate to said electric supply line upon said premises is hereinafter called the "Electric Supply Line."

2. Licensee shall, at Licensee's own cost, construct and at all times maintain the Electric Supply Line in strict accordance with the Specifications, for the time current, for Electric Supply Lines across or along Railway Property, adopted by the Electrical Section of the Association of American Railroads, or any successor agency, except where by statute or order of competent public authority a different type of construction or a different degree of maintenance is required or permitted, in which case such construction or maintenance shall be in strict accordance with such statute or order; provided, however, all materials and workmanship employed in the construction and maintenance of the Electric Supply Line shall be subject to the approval of Railway Company.

3. Licensee shall, at Licensee's own cost, remove all combustible material from around wooden poles and will at all times keep the space around such poles free of such material, and if removal of such combustible material shall not be attended to within fifteen (15) days after having been requested by Railway Company so to do, Railway Company shall have the right itself to perform the work and Licensee hereby agrees to reimburse Railway Company for the expense so incurred.

4. During construction and while repairing, renewing or changing the Electric Supply Line, Licensee shall exercise utmost and extraordinary diligence to the end that no damage shall occur to the property of Railway Company, and that there shall be no interference with the operation of its railroad. Upon completion of the Electric Supply Line or after the making of any changes, repairs or renewals, Licensee shall, at Licensee's own cost, restore said premises to their former state; and Licensee shall, within fifteen (15) days after receipt of bill therefor, pay to Railway Company the entire cost incurred in employing watchmen or such other means of protection as in the judgment of Railway Company may be required during the construction, maintenance, repair, renewal or changing of the Electric Supply Line.

5. If at any time during the term hereof Railway Company shall desire to make any use of its property with which the Electric Supply Line will in any way interfere, including the relocation of existing or the construction of new lines of poles, wires, conduits and other facilities in which it shall have an interest, Licensee shall, at Licensee's own cost, within thirty (30) days after receiving written notice from Railway Company to such effect, make such changes in the Electric Supply Line as in the judgment of Railway Company may be necessary to avoid interference with the proposed use of its property.

K.P.O. 250-7807

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RAP

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6. Railway Company shall have the right at its election itself to construct the Electric Supply Line, and at any time to make such repairs, renewals or changes therein as it may deem necessary or desirable, and in the event Railway Company shall decide to exercise such right, Licensee shall advance to Railway Company the cost, as estimated by Railway Company, of such construction, repair, renewal or change. If the actual cost incurred by Railway Company in performing such work shall prove more or less than the amount so advanced, the difference shall be promptly paid by Licensee or refunded by Railway Company, as the case may be. Railway Company may, at its election, advance the necessary moneys to cover such cost and, in that case, Licensee agrees promptly upon demand to pay to Railway Company all sums so advanced, with interest.

7. Licensee shall at all times indemnify and save harmless Railway Company and other companies operating over its tracks against, and shall pay in full, all loss, damage or expense that they, or any of them, may sustain, incur or become liable for, resulting in any manner from the construction, maintenance, use, state of repair, or presence of the Electric Supply Line upon said premises, including any such loss, damage or expense arising out of (a) loss of or damage to property, (b) injury to or death of persons, (c) mechanics' or other liens of any character, or (d) taxes or assessments of any kind.

8. Since this license is made in part for the benefit of other companies operating over Railway Company's tracks, any of said companies may sue to enforce the provisions hereof, either jointly or severally, as their interests may be joint or several. None of said companies nor the Railway Company shall be liable for any damage, howsoever caused, to the Electric Supply Line, whether due to negligence or otherwise.

9. If Licensee shall at any time fail or refuse to comply with or carry out any of the covenants herein contained, and such failure or refusal shall continue for a period of thirty (30) days after written demand for such performance or compliance shall have been made upon Licensee by Railway Company, Railway Company may, at its election, without notice, forthwith revoke this license, and in case of such election, or upon any termination hereof, Licensee shall, upon request, forthwith remove the Electric Supply Line and restore said premises to the condition in which they were prior to the construction of the Electric Supply Line. In case Licensee shall fail to make such removal or restoration within thirty (30) days, Railway Company may proceed with such work, and Licensee shall promptly repay to Railway Company the cost thereof. No waiver by Railway Company of any default or defaults, or the right to terminate this license, shall be deemed or held to be a waiver of the right to terminate the same for any subsequent default or defaults, but notwithstanding such waiver Railway Company may terminate this license upon any subsequent default or defaults which may occur; nor shall any termination hereof release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or such later date when the Electric Supply Line may be removed and said premises restored as hereinabove provided.

10. Licensee shall at all times, at Licensee's own cost, maintain the most effective system and use the best known and most effective methods to protect the lines, wires, and service of Railway Company and of any licensee of Railway Company whose permission to use said premises antedates the license and permission herein to Licensee, from interference and physical hazard, and if necessary in order to prevent such interference or hazard, Licensee shall, at Licensee's own cost, transpose Licensee's circuits or make such changes in the construction or location of the Electric Supply Line as may be specified by Railway Company.

11. In case of the eviction of Licensee by any one owning or claiming title to said premises, Railway Company shall not be liable to Licensee for any damage of any nature whatsoever, or to refund any moneys paid hereunder.

12. Any notice to be given by Railway Company to Licensee hereunder shall be deemed to be properly served if the same be delivered to Licensee or if deposited in the Post Office, postpaid, addressed to Licensee at.....
3771 Eighth Street, Riverside, Calif.

13. In the event Licensee herein consists of two or more parties, all the covenants and agreements of Licensee herein contained shall constitute the joint and several covenants and agreements of such parties.

14. This license may be terminated by either party hereto upon One (1) months' notice in writing to be served upon the other party, stating therein the day of the month that such termination will take place; and upon the expiration of the time specified in such notice this license, and all rights and privileges of Licensee thereunder, shall absolutely cease.

15. This license shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns; provided, however, no assignment hereof by Licensee, Licensee's legal representatives, successors or assigns, nor any subsequent assignee, shall be binding upon Railway Company without the written consent of Railway Company in each instance, and at the option of Railway Company this license shall be forfeited by any such voluntary assignment or by any assignment thereof by operation of law.

410270 704818

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IN WITNESS WHEREOF, the parties have executed this license in duplicate the day and year first above written.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

APPROVED:
As to Description:

By [Signature]

Its Assistant to General Manager

Chief Engineer.

As to Specifications:

CALIFORNIA ELECTRIC POWER COMPANY

By W. T. Johnson Its Vice-President

Superintendent of Communications.

By [Signature] Its Asst. Secretary
(Licensee.)

Riverside Page 3 of 4

(Attach print here.)

[Signature] House 1057

EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
AND
CALIFORNIA ELECTRIC POWER COMPANY

SAN BERNARDINO, CALIF.
October 3, 1937

DESCRIPTION CORRECT

[Signature]
DIVISION ENGINEER

SCALE: 1 IN. TO 100 FT.

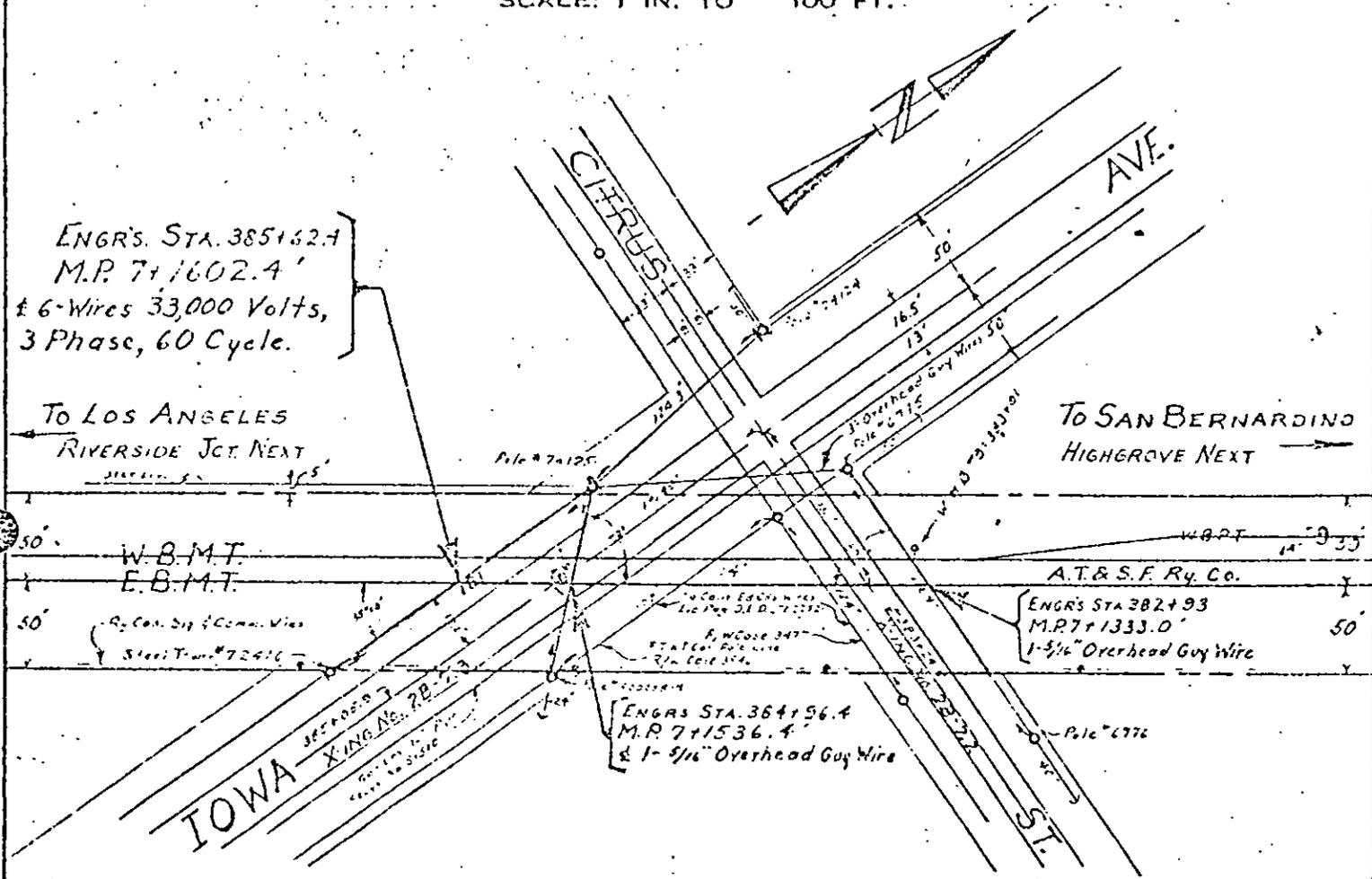
RAP ~~704819~~
410271

ATTACHED TO CONTRACT BETWEEN
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
AND
CALIFORNIA ELECTRIC POWER COMPANY

SAN BERNARDINO, CALIF.
OCTOBER 3, 1957

DESCRIPTION CORRECT
E. J. McDonald
DIVISION ENGINEER

SCALE: 1 IN. TO 100 FT.



DESCRIPTION

Six power wires, and two overhead guy wires extending across the railway company's property and crossing over the railway company's tracks and signal & communication wires as shown colored red. Power wires are 48 ft. (MIN) above rails and 18 ft. (MIN) above signal and communication wires. Overhead guy wires are 28 ft. (MIN) above rails and 5 ft. (MIN) above signal and communication wires.

410272

Near HIGHGROVE,
RIVERSIDE COUNTY, CALIFORNIA.

DIVISION ENGINEER'S DRAWING NO. ~~7041020~~ 43

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SOUTHERN CALIFORNIA EDISON COMPANY

10727-
169293
yes
mop 4 22

RIGHT OF WAY AND LAND DEPT.
A. W. ALTHOUSE
MANAGER
G. L. HARVEY
ASSISTANT MANAGER

November 13, 1957

IR

MR. T. J. GACBLE
Secretary

Attention: Custodian of Records

Subject: License for Overhead Wire Crossing
W.O. 6031-1133
Our File Number 20-4943

Attached for filing in the Record Vault is License dated August 27, 1957, between the Atchison, Topeka and Santa Fe Railway Company and Southern California Edison Company, which covers two (2) overhead wire crossings over the Railway's tracks and right of way at Iowa and Citrus Avenues, M. P. 7+1485' and M. P. 7+1365' near Highgrove, as shown on the attached print.

This Agreement is for an indefinite period of time and has a once and only fee of \$10.00.

L. W. Halander

L. W. Halander
Engineering Aid

LWR:jb
Attachment

RAP

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THIS LICENSE, made this 27th day of August 1957,

between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,
Kansas corporation (hereinafter called "Railway Company") and
SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation,

(hereinafter whether one party or more called "Licensee").

Witnesseth, that the parties hereto for the considerations hereinafter expressed covenant and agree as follows:

1. In consideration of the sum of Ten and No/100 Dollars
(\$ 10.00) in hand paid by Licensee to Railway Company, the receipt whereof is hereby acknowledged, and of the covenants and agreements of Licensee hereinafter set forth, and of the faithful performance by Licensee of the same, Railway Company licenses and permits Licensee to construct, maintain and use an electric supply line containing a maximum of Five (5) conductors across or along the premises of Railway Company at or near the station of Highgrove, Riverside County, California

the kind and gauge of said conductors, the phase, frequency and voltage of the electric circuit carried thereon and the location of said electric supply line being more particularly shown upon the print hereto attached, No. L-3-22521 dated October 30, 1957

marked "Exhibit A," and made a part hereof. For convenience, the said electric supply line, with all conductors and their supporting or containing structures in so far as they relate to said electric supply line upon said premises is hereinafter called the "Electric Supply Line."

2. Licensee shall, at Licensee's own cost, construct and at all times maintain the Electric Supply Line in strict accordance with the Specifications, for the time current, for Electric Supply Lines across or along Railway Property, adopted by the Electrical Section of the Association of American Railroads, or any successor agency, except where by statute or order of competent public authority a different type of construction or a different degree of maintenance is required or permitted, in which case such construction or maintenance shall be in strict accordance with such statute or order; provided, however, all materials and workmanship employed in the construction and maintenance of the Electric Supply Line shall be subject to the approval of Railway Company.

3. Licensee shall, at Licensee's own cost, remove all combustible material from around wooden poles and will at all times keep the space around such poles free of such material, and if removal of such combustible material shall not be attended to within fifteen (15) days after having been requested by Railway Company so to do, Railway Company shall have the right itself to perform the work and Licensee hereby agrees to reimburse Railway Company for the expense so incurred.

4. During construction and while repairing, renewing or changing the Electric Supply Line, Licensee shall exercise utmost and extraordinary diligence to the end that no damage shall occur to the property of Railway Company, and that there shall be no interference with the operation of its railroad. Upon completion of the Electric Supply Line or after the making of any changes, repairs or renewals, Licensee shall, at Licensee's own cost, restore said premises to their former state; and Licensee shall, within fifteen (15) days after receipt of bill therefor, pay to Railway Company the entire cost incurred in employing watchmen or such other means of protection as in the judgment of Railway Company may be required during the construction, maintenance, repair, renewal or changing of the Electric Supply Line.

5. If at any time during the term hereof Railway Company shall desire to make any use of its property with which the Electric Supply Line will in any way interfere, including the relocation of existing or the construction of new lines of poles, wires, conduits and other facilities in which it shall have an interest, Licensee shall, at Licensee's own cost, within thirty (30) days after receiving written notice from Railway Company to such effect, make such changes in the Electric Supply Line as in the judgment of Railway Company may be necessary to avoid interference with the proposed use of its property.

VAULT COPY

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6. Railway Company shall have the right at its election itself to construct the Electric Supply Line, and at any time to make such repairs, renewals or changes therein as it may deem necessary or desirable, and in the event Railway Company shall decide to exercise such right, Licensee shall advance to Railway Company the cost, as estimated by Railway Company, of such construction, repair, renewal or change. If the actual cost incurred by Railway Company in performing such work shall prove more or less than the amount so advanced, the difference shall be promptly paid by Licensee or refunded by Railway Company, as the case may be. Railway Company may, at its election, advance the necessary moneys to cover such cost and, in that case, Licensee agrees promptly upon demand to pay to Railway Company all sums so advanced, with interest.

7. Licensee shall at all times indemnify and save harmless Railway Company and other companies operating over its tracks against, and shall pay in full, all loss, damage or expense that they, or any of them, may sustain, incur or become liable for, resulting in any manner from the construction, maintenance, use, state of repair, or presence of the Electric Supply Line upon said premises, including any such loss, damage or expense arising out of (a) loss of or damage to property, (b) injury to or death of persons, (c) mechanics' or other liens of any character, or (d) taxes or assessments of any kind.

8. Since this license is made in part for the benefit of other companies operating over Railway Company's tracks, any of said companies may sue to enforce the provisions hereof, either jointly or severally, as their interests may be joint or several. None of said companies nor the Railway Company shall be liable for any damage, howsoever caused, to the Electric Supply Line, whether due to negligence or otherwise.

9. If Licensee shall at any time fail or refuse to comply with or carry out any of the covenants herein contained, and such failure or refusal shall continue for a period of thirty (30) days after written demand for such performance or compliance shall have been made upon Licensee by Railway Company, Railway Company may, at its election, without notice, forthwith revoke this license, and in case of such election, or upon any termination hereof, Licensee shall, upon request, forthwith remove the Electric Supply Line and restore said premises to the condition in which they were prior to the construction of the Electric Supply Line. In case Licensee shall fail to make such removal or restoration within thirty (30) days, Railway Company may proceed with such work, and Licensee shall promptly repay to Railway Company the cost thereof. No waiver by Railway Company of any default or defaults, or the right to terminate this license, shall be deemed or held to be a waiver of the right to terminate the same for any subsequent default or defaults, but notwithstanding such waiver Railway Company may terminate this license upon any subsequent default or defaults which may occur; nor shall any termination hereof release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or such later date when the Electric Supply Line may be removed and said premises restored as hereinabove provided.

10. Licensee shall at all times, at Licensee's own cost, maintain the most effective system and use the best known and most effective methods to protect the lines, wires, and service of Railway Company and of any licensee of Railway Company whose permission to use said premises antedates the license and permission herein to Licensee, from interference and physical hazard, and if necessary in order to prevent such interference or hazard, Licensee shall, at Licensee's own cost, transpose Licensee's circuits or make such changes in the construction or location of the Electric Supply Line as may be specified by Railway Company.

11. In case of the eviction of Licensee by any one owning or claiming title to said premises, Railway Company shall not be liable to Licensee for any damage of any nature whatsoever, or to refund any moneys paid hereunder.

12. Any notice to be given by Railway Company to Licensee hereunder shall be deemed to be properly served if the same be delivered to Licensee or if deposited in the Post Office, postpaid, addressed to Licensee at.....
Edison Building, P.O.Box 351, Los Angeles 53, California

13. In the event Licensee herein consists of two or more parties, all the covenants and agreements of Licensee herein contained shall constitute the joint and several covenants and agreements of such parties.

14. This license may be terminated by either party hereto upon One (1) months' notice in writing to be served upon the other party, stating therein the day of the month that such termination will take place; and upon the expiration of the time specified in such notice this license, and all rights and privileges of Licensee thereunder, shall absolutely cease.

15. This license shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns; provided, however, no assignment hereof by Licensee, Licensee's legal representatives, successors or assigns, nor any subsequent assignee, shall be binding upon Railway Company without the written consent of Railway Company in each instance, and at the option of Railway Company this license shall be forfeited by any such voluntary assignment or by any assignment thereof by operation of law.

RAP

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410258

12353-9

DIST. 6031	APPROVED AS TO DESCRIPTION
W. O. 1138	A. W. ALTHOUSE, MGR. BY <i>[Signature]</i>
U. S. 52101	DATE 8-30-57 R. W. & LAND DEPT.

IN WITNESS WHEREOF, the parties have executed this license in duplicate the day and year first above written.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

APPROVED:

As to Description:

By *[Signature]*

Assistant to General Manager

Chief Engineer.

As to Specifications:

SOUTHERN CALIFORNIA EDISON COMPANY

Superintendent of Communications.

BY *[Signature]*

ASST. MANAGER

RIGHT OF WAY AND LAND DEPT.

Its

(Licensee.)

APPROVED	
BY	DATE
<i>[Signature]</i>	9-13
<i>[Signature]</i>	9-4
<i>[Signature]</i>	9-10

VAULT COPY
(Attach print here)

[Signature]
9-11-57

MAN 2 51 3M

EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
AND

SOUTHERN CALIFORNIA EDISON COMPANY

SAN BERNARDINO, CALIF.
OCTOBER 30, 1957

DESCRIPTION CORRECT

410259

[Signature]
DIVISION ENGINEER

SCALE: 1 IN. TO 100 FT.

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~~704007~~

John B. Bury
9-11-59

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(Attach print here)

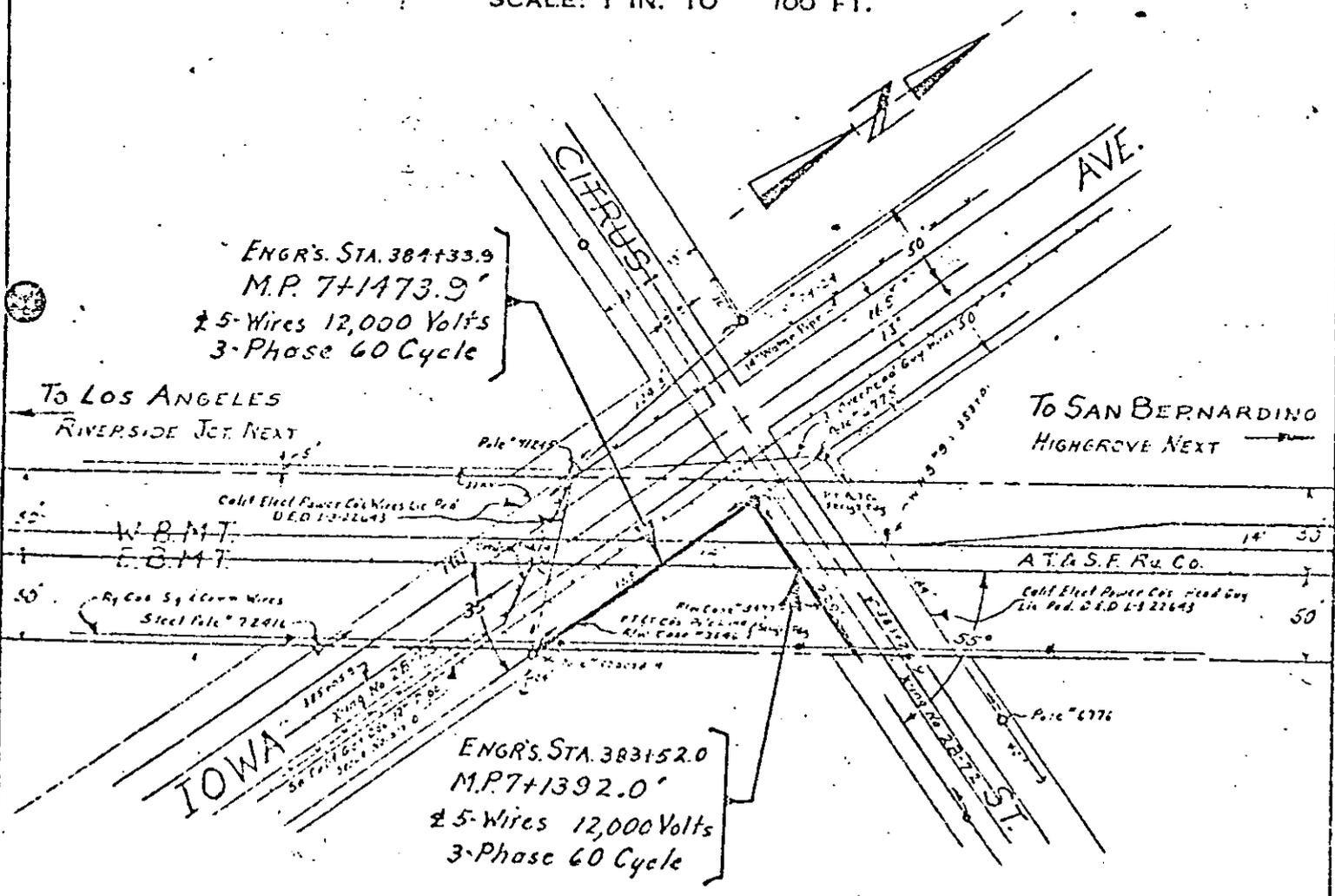
EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
AND
SOUTHERN CALIFORNIA EDISON COMPANY

SAN BERNARDINO, CALIF.
OCTOBER 30, 1957

DESCRIPTION CORRECT
E. J. McDonald
DIVISION ENGINEER

SCALE: 1 IN. TO 100 FT.



DESCRIPTION

Five power wires and one pole located on the railway company's property and crossing over the railway company's tracks, and crossing over the railway company's signal and communication wires as shown colored.

Said power wires are 43.5 ft. above rails and 14.0 ft. above signal and communication wires.

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