

Public Works Dept.		
	Initial	Info. Action
Director		
Assistant	<i>WJ</i>	<i>✓</i>
Building		
Traffic		
Airport		
Off. Engr.	<i>WJ</i>	
Cap. Proj.		
1911 Act	1	
Plan Chk.		
Rt. of W.	2	
Inspection		
Survey	3	
Clerical	4	
File	5	

RECEIVED

AUG 29 1968

COPY

DEPT. OF PUBLIC WORKS

LICENSE AGREEMENT

This agreement made and entered into this 20th day of August, 1968 by and between the CITY OF RIVERSIDE, a municipal corporation, hereinafter called "City", and SOUTHERN CALIFORNIA GAS COMPANY hereafter called "Licensee".

In consideration of the sum of \$1.00, the City does hereby grant to the Licensee its successors and assigns, a license to lay, construct, maintain, operate, renew, repair, change the size of and remove one or more pipelines with metering, regulating and other equipment for the transportation of gas, with the right of ingress and egress to and from that certain parcel of land, situated in the City, which is described below:

Those portions of Fairmont Park as shown on Map recorded in Book 4, Pages 82 of Maps in the office of the Recorder of the County of Riverside, being strips of land 10 feet in width, the first portion of the right of way being a strip of land 10 feet in width lying 5 feet on each side of the following described center line:

"Beginning at a point designated as "22 + 17 P.O.C. center line Crest Avenue" 0 + 00 Conn. Road" on Map of Relinquishment to City of Riverside filed in Book 3, Page 29 of State Highway Maps, in the Office of the Recorder of the County of Riverside; thence S 45° 45' 01" W along the center line of said connecting road and its southwesterly prolongation as shown on said map, a distance of 251.67 feet, to a point hereinafter referred to as point "A", said point being the true point of beginning; thence N. 35° 51' 43" W, 193.30 feet; thence N 64° 31' 43" W 90 feet; thence N 87° 41' 43" W, 88 feet; thence S 74° 18' 17" W, 76 feet; thence S 45° 08' 17" W, 197 feet; thence S 29° 32' 17" W, 343 feet; thence S 14° 06' 17" W, 153 feet; thence S 59° 06' 17", W, 85 feet to the terminus of the first portion of this right of way.

The second portion of this right of way is a strip of land 10 feet in width lying 5 feet on each side of the following described center line.

Beginning at the hereinbefore described point "A" which is the true point of beginning; thence S 35° 51' 43" E, 28 feet, thence N 45° 45' 01" E, 15 feet, more or less, to the southwest line of above mentioned connecting road, which is the terminus of the second portion of this right of way.

The sidelines of the second portion of this right of way at its northeasterly terminus shall be prolonged or shortened so as to terminate in said southwesterly line of said connec. road.

COVENANTS OF LICENSEE.

A. Except for wrongful acts or wrongful neglect to act by the City, the Licensee agrees to:

1. Maintain said pipeline or pipelines in a state of

1-15 NB
1-20 NB

1 good condition and repair, to prevent damage, erosion, subsidence
2 or undermining of adjacent, overlying and underlying property
3 and structures. In the event Licensee fails to promptly effect
4 necessary construction repairs, maintenance, renewal or
5 relocation to prevent damage, erosion, subsidence or undermining
6 of adjacent, overlying and underlying property and structures,
7 the City may conduct such construction, repairs, maintenance,
8 renewal or relocation at Licensee's expense.

9 2. Reimburse the City for any damage, cost or expense
10 the City might suffer in any manner and hold the City harmless from
11 any claim or claims which might arise against the City resulting
12 from damage and/or injury to any person or persons, entity or
13 entities of any kind and property, both real and personal caused
14 by any act or acts, omission or omissions or negligence of
15 Licensee, its agents or its employees, in maintaining, operating
16 controlling or in other manner exercising dominion over said
17 pipeline or pipelines, or overlying, underlying or adjacent
18 property.

19 3. To remove or relocate said pipeline or pipelines
20 at Licensee's own expense if any change of the grade, contour,
21 configuration, use of the land overlying, underlying or adjoining
22 said pipeline or pipelines or for any other reason is required
23 by the City, in accord with good engineering principles and then
24 only after obtaining the prior written approval of the City
25 Engineer.

26 RESERVATION.

27 The City reserves the right to fully use, enjoy and
28 develop the premises overlying, underlying and adjacent to said
29 pipeline or pipelines, provided, however, the City agrees not to
30 construct buildings or other structures so as to unreasonably
31 interfere with Licensee's use of the licensed premises.
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TERMINATION.

This license may be terminated by the City upon giving 30-days written notice for the failure or wilful refusal of Licensee to abide by the terms and covenants of this License, said notice deemed served when mailed to Licensee's last known address.

This License may also be terminated by the City upon thirty days prior written notice if Licensee ceases to use said pipeline or pipelines for supplying gas to existing customers.

NON-EXCLUSIVE.

This License is in no way an exclusive License, and the City may grant further licenses in the general vicinity of the area of this license for similar or dissimilar uses.

IN WITNESS WHEREOF, these presents are hereby signed this 27th day of August, 1968.

CITY OF RIVERSIDE, a municipal corporation

By BEN H. LEWIS
Mayor

Attest VIRGINIA J. STROHECKER
City Clerk

SOUTHERN CALIFORNIA GAS COMPANY

By R. F. OGBORN
Vice President

By _____
Secretary

(Refer to original for signature)

APPROVED AS TO FORM
HUGH R. COFFIN
Assistant City Attorney

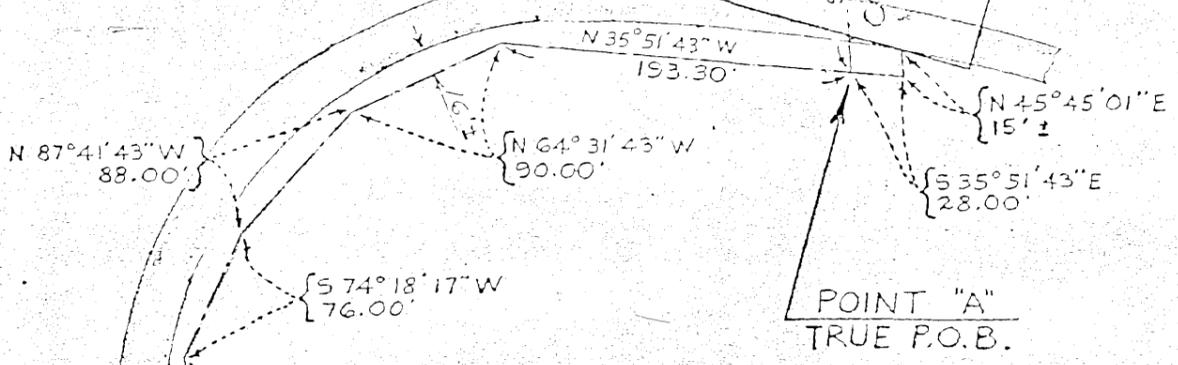
SECTION	TOWNSHIP	RANGE	S. & M.
14	2-S	5-W	5-B.

STATE HIGHWAY 60

22+17.00 P.O.C. & CREST. AVE.
= 0+00.00 CONN. RD.

CRESTMORE

CONNECTING RD.
30' 251.67'



POINT "A"
TRUE P.O.B.

REDWOOD DR.

± OF 10' R/W

FAIRMONT PARK

BK. 4 PG. 82

DEXTER DR.

FEE: CITY OF RIVERSIDE
ENCUMBRANCES:

SOUTHERN CALIFORNIA GAS COMPANY

FLAT ACCOMPANYING APPLICATION FOR PIPELINE RIGHT OF WAY, 10' IN WIDTH	SCALE 1" = 100 FT.
IN RIVERSIDE COUNTY (CITY OF RIVERSIDE)	A.S. RIV. 10
	DRWN. AHO CHKD. SA
	DATE 6-5-68
APPROVED:	DRG. NO. P-27627-REV.
DIVISION ENGINEER	S.W. O. 41228-140

1264-1-A

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