

FILED
RIVERSIDE COUNTY

DEC 21 1984

1 JOHN WOODHEAD, City Attorney
2 BARBARA PURVIS, Assistant City Attorney
3 City Hall, 3900 Main Street
4 Riverside, California 92522
5 Telephone: (714) 787-7567

6 Attorneys for Plaintiff

WILLIAM E. CONERLY, Clerk
V. SUMMERS Deputy

RECEIVED FOR RECORD
5:25 Min. Past 12 o'clock
Request of
City Clerk
Book 1984, Page 276471

DEC 28 1984

Recorded in Official Records
of Riverside County, California

William E. Conerly
Recorder
Fees \$

11071

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 IN AND FOR THE COUNTY OF RIVERSIDE

11 CITY OF RIVERSIDE, a)
12 municipal corporation,)
13)
14 Plaintiff,)
15 vs.)
16 SOUTHERN CALIFORNIA EDISON)
17 COMPANY, a corporation, et al.,)
18 Defendants.)

Case No. 142556

FINAL ORDER OF
CONDEMNATION

18 Judgment in Condemnation having been entered in the
19 above-entitled action on December 11, 1984, in Judgment Book
20 No. 424 , Page 019 , adjudging that Plaintiff is
21 entitled to take by condemnation rights-of-way and easements and
22 the fee simple interest in the facilities described in the
23 Complaint in Eminent Domain on file herein;

24 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that there is
25 hereby condemned and conveyed to Plaintiff CITY OF RIVERSIDE for
26 the purpose of conducting, transmitting and distributing
27 electrical energy for the use of said City of Riverside and all

CITY ATTORNEY
RIVERSIDE
CALIFORNIA

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1 uses appurtenant thereto in fee simple absolute the facilities
2 listed in the Complaint in Eminent Domain on file herein
3 together with the easements and rights-of-way listed in said
4 Complaint. Said facilities and interests in real property are
5 listed in Exhibit 1 attached hereto and incorporated herein by
6 this reference and are shown in Exhibit 2 attached hereto and
7 incorporated herein by this reference. The easements and rights-
8 of-way listed in Exhibit 1, attached hereto, include the follow-
9 ing:

10 Edison Document 13677

11 Grant of right-of-way dated May 31, 1900
12 from Riverside Water Company to Pacific Light &
13 Power Company over the lands of said Riverside
14 Water Company located in the County of Riverside
15 described as follows: Along a private road on and
16 along the north bank of the creek from the
17 Highgrove Station to Colton Avenue.

18 Edison Document 169293

19 License dated August 27, 1957 from The
20 Atchison, Topeka and Santa Fe Railway Company to
21 the Southern California Edison Company for an
22 overhead crossing over the Railway's tracks and
23 right-of-way at Iowa and Citrus Avenue at or near
24 the station of Highgrove, Riverside County,
25 California.

26 Edison Document 175718

27 Grant of Easement dated July 23, 1958 from

276471

1 Lily-Tulip Cup Corporation to Southern California
2 Edison Company recorded August 25, 1958 in Book
3 2323, Page 167, of Official Records of Riverside
4 County, California.
5 Edison Document 223618
6 Grant of Easement dated October 30, 1964 from
7 Gilbert R. Simons and Hope B. Simons, husband and
8 wife, to Southern California Edison Company recorded
9 November 25, 1964 in Book 3862, Page 104, of Official
10 Records of Riverside County, California.
11 Edison Document 233231
12 Grant Deed and Assignment dated November 18,
13 1936 by and between The Southern Sierras Power
14 Company and The Nevada-California Electric Corpora-
15 tion recorded December 7, 1936 in Book 306, Page 196,
16 of Official Records of Riverside County, California.
17 Edison Document 236181
18 License dated November 1, 1957 from The
19 Atchison, Topeka and Santa Fe Railway Company to the
20 California Electric Power Company for an overhead
21 crossing over the Railway's tracks at Citrus and
22 Iowa, at or near the station of Highgrove, Riverside
23 County, California.
24 Edison Document 288097
25 Grant of Easement dated November 7, 1969 from
26 Clare J. Taber to Southern California Edison Company
27 recorded November 21, 1969 as Instrument No. 120476.

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1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the
2 interests of the Defendants SOUTHERN CALIFORNIA EDISON COMPANY;
3 HARRIS TRUST AND SAVINGS BANK; and WELLS FARGO, NATIONAL
4 ASSOCIATION, in the property described in the Complaint in
5 Eminent Domain on file herein are hereby condemned to and taken
6 by the Plaintiff City of Riverside for public uses, to wit:
7 poles and fixtures, overhead conductors and devices, electric
8 power lines, electric light lines and signal systems, underground
9 conduits, conductors and devices, line transformers, and meters,
10 necessary for the transmission or distribution of electricity
11 for the purpose of furnishing or supplying electric light, heat
12 or power to that area of the City of Riverside known as
13 "Annexation No. 43--Lily-Foremost Annexation".

14 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a
15 certified copy of this Final Order in Condemnation be recorded
16 in the office of the County Recorder of the County of Riverside,
17 State of California, and thereupon title to said facilities,
18 easements and rights-of-way as described in the Complaint on
19 file herein shall vest in Plaintiff City of Riverside and all
20 interests of Defendants SOUTHERN CALIFORNIA EDISON COMPANY;
21 HARRIS TRUST AND SAVINGS BANK; and WELLS FARGO BANK, NATIONAL
22 ASSOCIATION, in and to said facilities and property, shall be
23 terminated.

24 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the
25 Plaintiff took possession of the above-described property on
26 June 30, 1981 pursuant to an Order for Prejudgment Possession
27 issued by this Court, and in accordance with Section 5082 of

276471

1 the Revenue and Taxation Code the real property taxes, assess-
2 ments, interest and penalties thereon shall be apportioned from
3 said date.

4 Dated: DEC 21 1984

ROBERT J. TIMLIN

Judge of the Superior Court

Enrollment No.	323
Judgment No. <u>424</u> Page.....	

This must be in red to be a
"CERTIFIED COPY"

Each document to which this certificate is attached is certified to be a full, true and correct copy of the original on file and of record in my office.

William E. Conerly

WILLIAM E. CONERLY, COUNTY CLERK
and Ex-Officio Clerk of the Superior Court,
County of Riverside, State of California

Dated: DEC 28 1984



Certification must be in red to be a
"CERTIFIED COPY"

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SOUTHERN CALIFORNIA EDISON COMPANY
INVENTORY OF
ELECTRICAL DISTRIBUTION FACILITIES
ASSOCIATED WITH LILY-TULIP ANNEXATION NO. 43
INVOLVED IN PROPOSED CONDEMNATION
BY THE CITY OF RIVERSIDE

AS OF DECEMBER 31, 1980

FACILITIES TO BE ACQUIRED IN PLACE BY THE CITY OF RIVERSIDE

ACCOUNT NUMBER 360.21 - LAND AND LAND RIGHTS

Easements and rights of way pertaining to and necessary for the electrical distribution system as per Edison Documents numbered 13677, 169293, 175718, 223618, 233231, 236181, and 288097.

ACCOUNT NUMBERS 355 AND 364 - POLES AND FIXTURES

1	each	Pole, wood, TFL, 30 ft. (partial interest)
2	each	Pole, wood, TFL, 35 ft. (partial interest)
4	each	Pole, wood, TFL, 40 ft. (partial interest)
8	each	Pole, wood, TFL, 45 ft. (partial interest)
4	each	Pole, wood, TFL, 50 ft. (partial interest)
1	each	Pole, wood, TFL, 55 ft. (partial interest)
1	each	Pole, wood, TFL, 70 ft. (partial interest)
3	each	Pole, wood, TFL, 75 ft. (partial interest)
1	each	Pole, wood, TFL, 80 ft. (partial interest)
1	each	Pole, wood, TFL, 85 ft. (partial interest)
1	each	Pole, wood, TFL, 30 ft.
2	each	Pole, wood, TFL, 40 ft.
6	each	Pole, wood, TFL, 45 ft.
8	each	Pole, wood, TFL, 50 ft.
2	each	Pole, wood, TFL, 55 ft.
1	each	Pole, wood, TFL, 60 ft.
1	each	Pole, wood, TFL, 70 ft.
1	each	Pole, wood, TFL, 85 ft.
3	each	Crossarm, wood, double, 10 ft., steel pin (partial interest)
2	each	Crossarm, wood, single, 5 ft., steel pin
5	each	Crossarm, wood, single 8 ft., steel pin
1	each	Crossarm, wood, double, 8 ft., steel pin
4	each	Crossarm, wood, single, 10 ft., wood pin
1	each	Crossarm, wood, double, 10 ft., wood pin
38	each	Crossarm, wood, single, 10 ft., steel pin
15	each	Crossarm, wood, double, 10 ft., steel pin
3	each	Crossarm, wood, triple, 10 ft., steel pin
2	each	Crossarm, wood, single, 12-1/2 ft.
17	each	Guy, aerial
16	each	Guy, down, 9/32 in.
6	each	Guy, down, 5/16 in.

EXHIBIT 1

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Southern California Edison Company
 Inventory of Electrical Distribution Facilities
 Associated with Lily-Tulip Annexation No. 43
 Involved in Proposed Condemnation by the City of
 Riverside as of December 31, 1980

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ACCOUNT NUMBER 355 AND 364 - POLES AND FIXTURES (continued)

7	each	Guy, down, 3/8 in.
2	each	Guy, down, 7/16 in.
1	each	Guy, sidewalk, 9/32 in.
1	each	Guy, sidewalk, 5/16 in.
3	each	Anchor, steel plate, 8 ft. rod (partial interest)
1	each	Anchor, steel plate, 10 ft. rod (partial interest)
2	each	Anchor, screw type (partial interest)
3	each	Anchor, steel plate, 6 ft. rod
6	each	Anchor, steel plate, 8 ft. rod
4	each	Anchor, steel plate, 10 ft. rod
8	each	Anchor, screw type
5	each	Cover, wood, guy wire
2	each	Guard, metal, guy wire
21	each	Guard, PVC, guy wire
4	each	Brace, alley arm, 8 ft.
4	each	Bracket, double arming
7	each	Bracket, transformer lead
1	each	Bracket, 2 transformer mounting
6	each	Bracket, 3 transformer mounting
14	each	Bracket, extension, post insulator
13	each	Rack, secondary
3	each	Support, insulator, double arm
3	each	Platform, transformer, 13-1/2 ft.
6	each	Timber, 14-1/2 ft.
7	each	Conduit, PVC, 1 in.
11	each	Pin, insulator, wood
53	each	Pin, insulator, steel, 1 in. thread
64	each	Pin, insulator, steel, 1-3/8 in. thread
3	each	Pin, insulator, steel, angle, 1-3/8 in. thread
44	each	Step, pole
38	each	Strip, visibility

ACCOUNT NUMBERS 356 AND 365 - OVERHEAD CONDUCTORS AND DEVICES

940	feet	Wire, 6 awg, bare copper
375	feet	Wire, 4/0 awg, weather resistant aluminum
8,175	feet	Wire, 4 awg. bare aluminum
690	feet	Wire, 2 awg. bare aluminum
9,060	feet	Wire, 336 kcmil, bare aluminum
3,540	feet	Wire, 954 kcmil, bare aluminum
460	feet	Cable, 4 awg, aluminum triplex
180	feet	Cable, 1/0 awg, aluminum triplex
70	feet	Cable, 4/0 awg, aluminum quadruplex

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ACCOUNT NUMBERS 356 AND 365 - OVERHEAD CONDUCTORS AND DEVICES (continued)

11	each	Insulator, pin type, 4 kV
54	each	Insulator, pin type, 23 kV
10	each	Insulator, pin type, 27 kV
63	each	Insulator, pin type, 35 kV
25	each	Insulator, spool type dead-end
84	each	Insulator, suspension type, 6 in. (2 each)
6	each	Insulator, suspension type, 10 in. (5 each)
28	each	Insulator, line post type, 25 kV
9	each	Insulator, line post type, 66 kV
21	each	Clamp, dead-end, automatic
30	each	Clamp, dead-end, straight line
28	each	Clamp, dead-end, slack span
36	each	Clamp, insulator conductor
3	each	Clamp, suspension
69	each	Grip, preformed
48	each	Clevis, dead-end
2	each	Switch, pole top, KPF, horizontal, 12 kV
25	each	Ground assembly

ACCOUNT NUMBER 366 - UNDERGROUND CONDUIT

37	feet	Riser, HDG conduit, 4 in.
26	feet	Riser, PVC conduit, 3 in.
1	each	Ground assembly, pothead

ACCOUNT NUMBER 367 - UNDERGROUND CONDUCTORS AND DEVICES

277	feet	Cable, 4/0 awg, PILC, 3/C, 12 kV.
190	feet	Cable, 3-2 awg, synthetic insulated aluminum in duct, 12 kV
6	each	Pothead, 2 awg, synthetic insulated cable, 1/c, 12 kV
2	each	Pothead, 4/0 awg, PILC, 3/c

ACCOUNT NUMBER 368 - LINE TRANSFORMERS

OVERHEAD

1	each	Transformer, 1-phase, 5 kVA, 12,000-120/240 V
2	each	Transformer, 1-phase, 10 kVA, 12,000-120/240 V
7	each	Transformer, 1-phase, 15 kVA, 12,000-120/240 V
6	each	Transformer, 1-phase, 25 kVA, 12,000-120/240 V
5	each	Transformer, 1-phase, 37.5 kVA, 12,000-120/240 V
3	each	Transformer, 1-phase, 50 kVA, 12,000-120/240 V
3	each	Transformer, 1-phase, 75 kVA, 12,000-120/240 V
3	each	Transformer, 1-phase, 25 kVA, 12,000-277/480 V
3	each	Transformer, 1-phase, 100 kVA, 12,000-240/480 V

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ACCOUNT NUMBER 368 - LINE TRANSFORMERS (continued)

UNDERGROUND

1	each	Transformer, 3-phase, 150 kVA, 12,000-120/208 V, padmount
5	each	Support, bolted transformer
29	each	Arrester, lightning, 12 kV
2	each	Holder, fuse, 16 kV
9	each	Holder, fuse, 23 kV
22	each	Mounting, fuse, 14.4 kV
1	each	Capacitor bank, 675 KVAR
3	each	Breaker, oil circuit, capacitor

ACCOUNT NUMBER 369 - SERVICES

OVERHEAD

1	each	Service, 3-500 kcmil, weather resistant copper
1	each	Service, 3-6 awg, weather resistant aluminum
1	each	Service, 3-4/0 awg, weather resistant aluminum
5	each	Service, 4 awg, aluminum triplex
4	each	Service, 1/0 awg, aluminum triplex
1	each	Service, 1/0 awg, aluminum quadruplex
5	each	Service, 4/0 awg, aluminum quadruplex

UNDERGROUND

1	each	Service, 3-350 kcmil and 1-4/0 awg, synthetic insulated aluminum, 1/c, 600 V
1	each	Service, 2-350 kcmil & 1-4/0 awg, synthetic insulated aluminum, 1/c, 600 V
3	each	Service, 3-1/0 & 1-2 awg, synthetic insulated aluminum, 1/c, 600 V
1	each	Service, 2-8 awg, synthetic insulated aluminum
1	each	Riser, PVC and HDG conduit, 1 in.
1	each	Riser, PVC and HDG conduit, 4 in.

ACCOUNT NUMBER 370 - METERS

1	each	Meter, watthour, 1-phase, 120 V, 15 A
4	each	Meter, watthour, 1-phase, 240 V, 15 A
7	each	Meter, watthour, 1-phase, 240 V, 30 A
2	each	Meter, demand, 1-phase, 240 V, 2.5 A
5	each	Meter, watthour, 3-phase, 120 V, 30 A
2	each	Meter, demand, 3-phase, 240 V, 30 A
6	each	Meter, demand, 3-phase, 240 V, 2.5 A
1	each	Meter, watthour, 3-phase, 240 V, 2.5 A

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ACCOUNT NUMBER 370 - METERS (continued)

1	each	Meter, demand, 3-phase, 277 V, 2.5 A
1	each	Meter, demand, 3-phase, 120 V, 30 A
1	each	Meter, demand, 3-phase, 480 V, 2.5 A
10	each	Block, test, 2-pole, 100 A
18	each	Block, test, 2-pole, 200 A
1	each	Switch, test, 3-phase, four wire metering
5	each	Switch, test, 1-phase, 120/240 V metering
3	each	Switch, test, 3-phase, three wire metering
3	each	Switch, test, 1-phase, two or three wire metering
12	each	Cover, test switch
9	each	Transformer, current, indoor, 200/5 A, 600 V
2	each	Transformer, current, outdoor, 200/5 A, 600 V
2	each	Transformer, current, indoor, 400/5 A, 600 V
8	each	Transformer, current, indoor, 200/200/5 A, 600 V
2	each	Transformer, potential, outdoor, 100/1 12 kV
1	each	Transformer, phasing, 3-wire, 120 V

ACCOUNT NUMBER 373 - STREET LIGHTING AND SIGNAL SYSTEMS

4	each	Arm, mast, upsweep type, 16 ft.
1	each	Arm, bracket, upsweep type, 30 in.
3	each	Arm, bracket, upsweep type, 6 ft.
8	each	Luminaire, mercury vapor
8	each	Controller, photo electric
8	each	Insulator, spool type dead-end
900	feet	Cable, 6 awg, aluminum duplex
4	each	Grip, preform

SEVERANCE DAMAGES - FACILITIES TO BE REMOVED

ACCOUNT NUMBER 364 - POLES AND FIXTURES

2	each	Pole, wood, TFL, 50 ft.
3	each	Crossarm, wood, single, 8 ft., wood pin
2	each	Crossarm, wood, single, 8 ft. steel pin
1	each	Crossarm, wood, single, 10 ft., steel pin
2	each	Crossarm, wood, double, 10 ft., steel pin
3	each	Guy, aerial
1	each	Guy, down, 9/32 in.
1	each	Guy, down, 5/16 in.
1	each	Guy, sidewalk, 5/16 in.

Southern California Edison Company
Inventory of Electrical Distribution Facilities
Associated with Lily-Tulip Annexation No. 43
Involved in Proposed Condemnation by the City of
Riverside as of December 31, 1980

276471

1	each	Anchor, steel plate, 6 ft. rod
2	each	Anchor, steel plate, 8 ft. rod
2	each	Cover, wood, guy wire
1	each	Rack, secondary
1	each	Conduit, PVC, 1 in.
7	each	Pin, insulator, wood
18	each	Pin, insulator, steel, 1 in. thread
6	each	Pin, insulator, steel, angle, 1-3/8 in. thread

ACCOUNT NUMBER 365 - OVERHEAD CONDUCTORS AND DEVICES

240	feet	Wire, 6 awg, bare copper
2,400	feet	Wire, 336 kcmil, bare aluminum
540	feet	Wire, 6 awg, weather resistant aluminum
280	feet	Cable, 4 awg, aluminum triplex
80	feet	Cable, 1/0 awg, aluminum triplex
10	each	Insulator, pin type, 4 kV
18	each	Insulator, pin type, 23 kV
6	each	Insulator, pin type, 27 kV
3	each	Insulator, spool type, dead-end
1	each	Ground assembly

ACCOUNT NUMBER 368 - LINE TRANSFORMERS

1	each	Transformer, 1-phase, 5 kVA, 12,000-120/240 V
1	each	Transformer, 1-phase, 25 kVA, 12,000-120/240 V
4	each	Holder, fuse
2	each	Arrester, lightning, 12 kV

11071-11

CITY OF RIVERSIDE

INTEROFFICE MEMO

RECEIVED
JAN 11 1985

TO: Alice A. Hare
City Clerk

DATE: January 11, 1985

FROM: Barbara Purvis
Assistant City Attorney

SUBJECT: CITY OF RIVERSIDE vs. SOUTHERN CALIFORNIA EDISON
COMPANY, ET AL.
RIVERSIDE COUNTY SUPERIOR COURT CASE NO. 142556

Enclosed for your files is the Final Order of Condemnation in the above-referenced case which was recorded on December 28, 1984, in Book 1984, Page 276471, Official Records of Riverside County. The subject case involved the condemnation of easements, rights of way and electrical facilities of the Southern California Edison Company in that area of the City known as "Annexation No. 43--Lily-Foremost Annexation". As the Final Order is in lieu of a deed, please give the Final Order a City deed number.

BP/jm

Enclosure

cc: Public Utilities Director
Real Property Services Manager

11071-12

Southern California Edison Company



BARNARD MORSE
MANAGER OF VALUATION

P. O. BOX 800
2244 WALNUT GROVE AVENUE
ROSEMEAD, CALIFORNIA 91770

TELEPHONE
213-572-1169

May 18, 1976

City of Riverside
Public Utilities Department
3900 Main Street
Riverside, California 92502

Attention: Mr. Fred Porphir

Gentlemen:

Subject: Condemnation by the
City of Riverside of
Edison Facilities
Associated with Lily-Tulip
Annexation No. 43

Attached in compliance with your telephone request to Mr. C. E. Selig on May 14, 1976 are copies of the following Edison documents covering easements and other rights associated with the Edison facilities included in this condemnation:

Document No.

13677	233231
169293	236181
175718	288097
223618	

The above documents, except 13677 and 233231, will be assigned to the City in their entirety after completion of the Superior Court proceedings in this case. The assignment for documents 13677 and 233231 will cover only the easements and rights contained therein which are applicable to facilities within the Lily-Tulip Annexation.

Very truly yours

Barnard Morse

Barnard Morse

CES;bn
Attachments

RAP

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FOR VALUE RECEIVED, the Riverside Water Company, a corporation, of the County of Riverside, State of California, does hereby grant to the Pacific Light & Power Company, a corporation, and to its successors and assigns, a right of way across and over the lands in the said county of Riverside belonging to it and described as follows to wit;

Along a private road on and along the North bank of the creek from the Highgrove Station to Colton Avenue. (La Codiens - St. Hwy)

For the purpose of erecting, maintaining and repairing a pole line now constructed across said land, for conducting and transmitting electricity together with all necessary and convenient means of ingress and egress to and from said right-of-way, for the purpose of erecting, maintaining and protecting said line in the most practical and convenient manner.

IN WITNESS WHEREOF, the party of the first part has hereunto caused its corporate name and seal to be affixed by its President and Secretary this 21st day of May 1909

Riverside Water Company
By [Signature] President.
By [Signature] Secretary.

13677

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SOUTHERN CALIFORNIA EDISON COMPANY

169293
yes
mof 4-22

RIGHT OF WAY AND LAND DEPT.

A. W. ALTHOUSE
MANAGER
G. L. HARVEY
ASSISTANT MANAGER

November 18, 1957

IR

MR. T. J. GAMBLE
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

LWH:jb
Attachment

RAP

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15

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

between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,

a 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.

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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.

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DIST. 6031	APPROVED AS TO DESCRIPTION
W. O. 1138	A. W. ALTHOUSE, MGR. BY <i>[Signature]</i>
W. S. 52-101	DATE 8-30-51 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]*

APPROVED
<i>[Signature]</i>
<i>[Signature]</i>
<i>[Signature]</i>

Its Assistant to General Manager

Chief Engineer.

As to Specifications:

SOUTHERN CALIFORNIA EDISON COMPANY

Superintendent of Communications.

By *[Signature]* Its

ASST. MANAGER
RIGHT OF WAY AND LAND DEPT.

Its
(Licensee.)

[Signature]
9-11-51

VAULT COPY
(Attach print here)

Mail 2 51 354

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.

AI

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16

John B. Bury
9-11-59

VAULT COPY
(Attach print here)

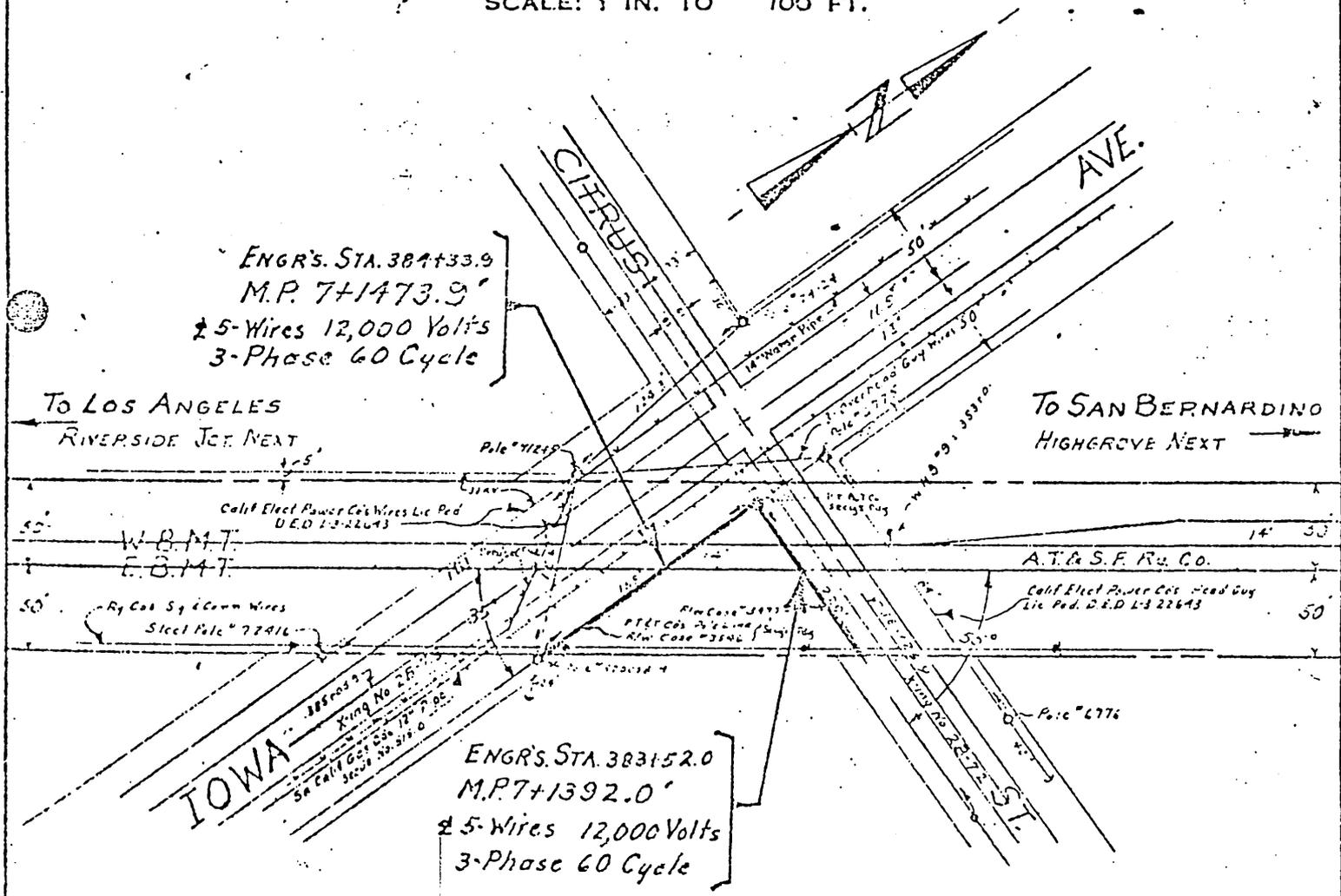
EXHIBIT "A"

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. O'Connell
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.

RAP 704808

410260

175718
Map No 4-22-069

UNRECORDED

Area 3-4-1

NEW ARTICLES BY STATE ENGINEERS, STATE

WHEREAS, HUNTSVILLE CUP CORPORATION, a Delaware corporation, having a business office at 122 East 42nd Street, New York 17, New York, duly licensed to transact business in the State of California and hereinafter referred to as "Grantor", is the owner of certain lands in Riverside County, California, designated as Lots 72, 73, 82 and 83 of East Riverside (as per Map Book 7, Page 35, recorded in the office of the County Recorder of the County of San Bernardino) bounded on the south by Fairgate Avenue, on the west by Iowa Avenue, on the north by Clinton Street and on the east by the right-of-way of the Atchison, Topeka and Santa Fe Railroad (Harst Branch); and

WHEREAS, said land has recently been partially improved and the Grantor desires to provide for a point of supply and take-off for electrical energy for use in conjunction with any and all present and future improvements which may from time to time be installed or erected in, on and under said land;

NOW, THEREFORE, as an inducement for SOUTHERN CALIFORNIA Edison COMPANY, a California corporation duly franchised as a public utility, hereinafter referred to as "Utility", to install and maintain underground in lieu of overhead electrical transmission lines and other necessary equipment,

Grantor, for itself, its successors and assigns, does hereby grant to Utility, its successors and assigns, for so long as any portion of said land shall be improved with one or more buildings or other structures, the use or occupancy of which requires the supply of electrical energy from a public utility but no longer, easements to construct, operate, inspect, maintain, alter, augment, repair, replace and remove:

1. An underground electrical transmission system consisting of underground conduits, cables, wires and necessary or appropriate appurtenances and accessories for conveying electric energy for any duly franchised purpose

APPROVED AS TO CORRECTNESS
A. W. ALTHOUSE, M.E.R. ENGINEER
RIVERSIDE COUNTY
S. S. 52-5-01-1
CIVIL



PROCESSED

NOV. 6 11 41 DATE 2nd Aug 1958

BOOK 7-37-3 PAGE 167

D.R. FEES A.R.

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of Utility, its successors or assigns, as a public utility; it being understood that throughout the term of the easement hereby granted, all installations for such purposes shall be and remain at a level at least 8 inches below the top of curb of the nearest street, as such curb level shall from time to time be duly established; and

2. A properly footed and supported transformer pad, not greater in area than 100 square feet and so constructed and maintained as to sustain a load of no less than 2500 pounds per square foot; provided, however, that the upper surface of said transformer pad shall be installed and maintained at a level not in excess of 6 inches above the top of curb of the nearest street, as such curb level shall from time to time be duly established, except to the extent of any protective fencing and supports therefor, as to which no height limit is prescribed.

The lands of Grantee affected by said easements are bounded and described as follows:

Beginning at a point on the South line of Citrus Street (65 feet wide) 225 feet East of the center line of Iowa Avenue, as the same now exists thence in a Southerly direction, and making an interior angle of $137^{\circ}33'00''$ with the South line of Citrus Street, a distance of 221 feet to a point located 220 feet South of the South line of Citrus Street when measured at right angles, and 661 feet East of the center line of Iowa Avenue when measured at right angles thence in a Westerly direction and parallel with the South line of Citrus Street a distance of 22 feet thence in a Southerly direction and parallel with the center line of Iowa Avenue a distance of 20 feet thence in a Westerly direction and parallel with the South line of Citrus Street a distance of 22 feet thence in a Northerly direction and parallel with the center line of Iowa Avenue a distance of 20 feet thence in a Westerly direction and parallel with the South line of Citrus Street a distance of 22 feet to a point thence in a Northerly direction and making an interior angle of $257^{\circ}33'00''$ with the last mentioned course a distance of 221 feet to a point on the South line of Citrus Street; thence in a Westerly direction along the South line of Citrus Street a distance of 165 feet more or less to the point and place of beginning.

As incidents to such easements, the Utility, its successors and assigns, shall have the following additional rights:

410262

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a) To enter upon such easement area for the purpose of exercising any of its or their rights hereunder, by such course over lands first above described, that Grantor, its successors or assigns, may from time to time prescribe;

b) To cut such roots within the easement area as it or they may find necessary for the protection of any installations;

c) To excavate within the easement area for any of the purposes hereinabove expressed, provided, however, that any such excavation shall, all at the expense of Utility, its successors or assigns, be back filled and compacted with all due diligence, and the surface be restored to substantially the same condition as existed prior to such excavation at a level compatible with surrounding terrain; and if any landscaping or fencing be removed the same shall be restored or replaced in good, workmanlike manner.

The Grantor for itself, its successors and assigns, hereby specifically reserves any and all rights in and to the lands affected by the aforesaid easements and the use thereof which are not clearly inconsistent with the foregoing.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed on its behalf by an officer thereunto duly authorized and its corporate seal to be hereunto affixed and attested, all in the Borough of Manhattan, City and State of New York, this 23rd day of July, 1958.

LILLY-TULIP CUP CORPORATION

By Harold L. Carroll
Harold W. Carroll
Vice President - Manufacturing

Attests:

Henry J. [Signature]
Henry J. [Signature], Secretary

RIVERSIDE CO.

RECORDED

INST. 61141 DATE 25 AUG 1958

BOOK 2323 PAGE 167

O.R. DEEDS M.R.

410263

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22

WHEN RECORDED MAIL TO
 SOUTHERN CALIFORNIA EDISON COMPANY
 P.O. Box 1131
 San Bernardino, California 92403
 ATTN: Right of Way Dept.

RECORDED
 NOV 20 1964

RECEIVED FC
 NOV 20 1964

104 Yes
 MARR
 3-22D
 228018

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT OF EASEMENT
 (INDIVIDUAL)

THE GRANTORS, GILBERT R. SIMONS and HOPE D. SIMONS, husband and wife, hereby grant to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, an easement and right of way to construct, lay, install, use, maintain, alter, add to, repair, replace, inspect and/or remove, at any time and from time to time, aerial and underground electric lines and communication lines, consisting of poles, guys and anchors, crossarms, wires, cables, conduits, manholes, vaults, pull boxes, tanks and other fixtures and appliances, for conveying electric energy to be used for light, heat, power, telephone and/or other related uses, in, on, over, under and through that certain real property in the County of Riverside, State of California, described as follows:

A strip of land 6 feet in width lying within Parcel 4 as shown on Record of Surveys map filed in Book 40, page 13 of Record of Surveys in the office of the Recorder of the County of Riverside. The easterly line of said strip is described as follows:

BEGINNING at the northeast corner of said Parcel 4; thence South 00° 05' 15" West a distance of 318.00 feet.

DISTRICT
REPLANTS
6731
2070
6-0464
52-102
10/7/64

52-102

The Grantee, its successors and assigns, and its and their respective contractors, agents and employees, shall have the right to trim or top such trees and to cut such roots as may endanger or interfere with said electric lines and/or communication lines and shall have free access to said electric lines and communication lines and every part thereof, at all times, for the purpose of exercising the rights herein granted, provided, however, that in making any excavation on said property of the Grantor(s), the Grantee herein shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is possible.

IN WITNESS WHEREOF, the Grantors have executed this instrument this 30th day of October, 1964

Witness:
Gilbert R. Simons

Signature of Grantor(s):
Gilbert R. Simons
 GILBERT R. SIMONS
Hope D. Simons
 HOPE D. SIMONS

STATE OF CALIFORNIA,
 COUNTY OF Los Angeles } ss.

RECEIVED
 SEP 2 1965

On this 29th day of October, 1964, before me, a Notary Public in and for said County and State, personally appeared Gilbert R. Simons and Hope D. Simons, known to me to be the persons whose name is subscribed to the within Instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

ARLENE A. WITTING
 NOTARY PUBLIC - CALIFORNIA
 PRINCIPAL OFFICE IN
 LOS ANGELES COUNTY

Arlene A. Witting
 Notary Public in and for said County and State

My Commission Expires Arlene A. Witting Notary Public
 By Commission Expires July 10, 1968

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RIVERSIDE

GRANT DEED AND ASSIGNMENT

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This GRANT DEED AND ASSIGNMENT made this 18th day of November 1936, by and between THE SOUTHERN SIERRAS POWER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Wyoming, First Party, Grantor, and THE NEVADA-CALIFORNIA ELECTRIC CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of Delaware, Second Party, Grantee,

WITNESSETH:

WHEREAS, the Grantee is the owner and holder of all of the outstanding capital stock and bonds of the Grantor, (there being no other securities of the Grantor outstanding), and the Grantor intends to effectuate complete liquidation and dissolution with the effect that all of its property, rights and assets will become vested in the Grantee and, as a part of the proceedings of such dissolution, desires to assign, grant, transfer and convey to the Grantee, all of the Grantor's property, rights and assets, and the Grantee intends to assume and perform all of the Grantor's liabilities and obligations;

NOW, THEREFORE, the Grantor, for and in consideration of the Grantee's surrender for cancellation, retirement, redemption and extinguishment of all of the outstanding capital stock and bonds of the Grantor, does, hereby, assign, grant, transfer and convey to the Grantee, and to its successors and assigns forever, all of the following described real and personal property and rights situate in the County of Riverside, State of California, to-wit:

PARCEL 1, Riverside General Office.

Lot 7 and the Easterly 40.3 feet of Lot 8 in Block 7, Range 7 of the City of Riverside as per map in Book 1, page 54 of Maps, Records of San Bernardino County, together with the appurtenances and all buildings, structures, improvements and personal property thereon, and all water and water rights part and parcel of or appurtenant to said land or any part thereof.

51-101-X

RECORDED

Riv.

INST. 431 DATE 12-7-36

BOOK 306 PAGE 196

O. R. DEEDS M. R.

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RAP 410265 24

Pages -- 13 inclusive do T. pertains
to Lily-Tulip area

1 all poles, wires, insulators, transformers, meters, fixtures, equipment and
2 appurtenances, and all rights of way and easements for the construction,
3 maintenance and operation thereof, to-wit:

4 (a) Glen Avon line from the Rialto substation in San Bernardino
5 County to said Glen Avon Substation in the Southeast Quarter of Section 12,
6 Township 2 South, Range 6 West, S.B.B. & M. a portion of said line being in
7 San Bernardino County.

8 (b) Iowa Avenue line or Perris line No. 1 from a point on the San
9 Bernardino-Riverside County line on the north boundary of Section 7, Township
10 2 South, Range 4 West, S.B.B. & M., to said Perris substation.

11 (c) Glen Avon line from a point on said Iowa Avenue line or Perris
12 line No. 1 in the Northwest Quarter of Section 18, Township 2 South, Range 4
13 West, S.B.B. & M., to said Glen Avon Substation.

14 (d) Perris Tie Line or Perris Line No. 2 from a point on the San
15 Bernardino-Riverside County line on the north boundary of Section 11, Town-
16 ship 2 South, Range 4 West, S.B.B. & M. to said Perris Substation.

17 (e) Corona line from said Glen Avon substation to said Corona sub-
18 station.

19 (f) Arlington line from said Glen Avon substation to Arlington
20 in the Southwest Quarter of Section 7, Township 3 South, Range 5 West, S.B.B. & M.

21 (g) Arlington-Corona tie line from said Arlington to said Corona
22 substation.

23 (h) Temescal Canyon line from said Corona substation to said El-
24 sinore substation.

25 (i) Murrieta Hot Springs line from said Elsinore substation to Mur-
26 rieta Hot Springs in Section 13, Township 7 South, Range 3 West, S.B.B. & M.

27 (j) Vail Rancho line from Murrieta Hot Springs junction in Section
28 21, Township 7 South, Range 3 West, to the Vail Rancho in Section 16, Town-
29 ship 8 South, Range 2 West, S.B.B. & M.

30 (k) Perris-Elsinore line from said Perris substation via Ethanac
31 to said Elsinore substation.

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RAP

410266

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Pages 1, 21 do not pertain to
Lily-Tulip area

1 contracts, obligations and liabilities of the Grantor.

2 IN WITNESS WHEREOF, the said parties have caused these presents
3 to be executed in their corporate names and their corporate seals to be
4 affixed by their respective proper officers for that purpose duly authorized
5 the day and year first above written.

7 THE SOUTHERN SIERRAS POWER COMPANY

8 By *[Signature]*
9 Vice-President

10 ATTEST:

11 *[Signature]*
12 Assistant Secretary

16 THE NEVADA-CALIFORNIA ELECTRIC CORPORATION

17 By *[Signature]* 17-1-36
18 Vice-President

19 ATTEST

20 *[Signature]*
21 Assistant Secretary



23 Description Checked *P.M.*
24 Approved *[Signature]*
25 ENGINEER

26 LEGAL FEATURES APPROVED
27 *[Signature]*
28 GENERAL COUNSEL

31 RAP

32 704815

1 STATE OF CALIFORNIA)
2 COUNTY OF RIVERSIDE) ss.

3 On this 18th day of November, 1936, before me, L. G.
4 Peck, a Notary Public in and for said County and State, personally appeared
5 F. O. Dolson, known to me to be the Vice-President, and H. Dewes, known to
6 me to be the Assistant Secretary of The Southern Sierras Power Company, the
7 Corporation that executed the within instrument and known to me to be the
8 persons who executed the within instrument on behalf of the corporation
9 therein named and acknowledged to me that such corporation executed the same.

10 Witness my hand and notarial seal, the day and year in this certi-
11 ficate first above written.

12 My commission expires July 3, 1938.

13
14
15 L. G. Peck
16 Notary Public in and for the County
17 of Riverside, State of California.



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yes 4.22

Form 2171 Standard
(Approved by General Solicitor.)
LICENSE FOR

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

S. C. T.

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. I-2-22643 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.

H.O. 250-7801

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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
AR 29

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 Part 3 44

(Attach print here.)

[Signature] Home

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 704810
410271

EXHIBIT "A"

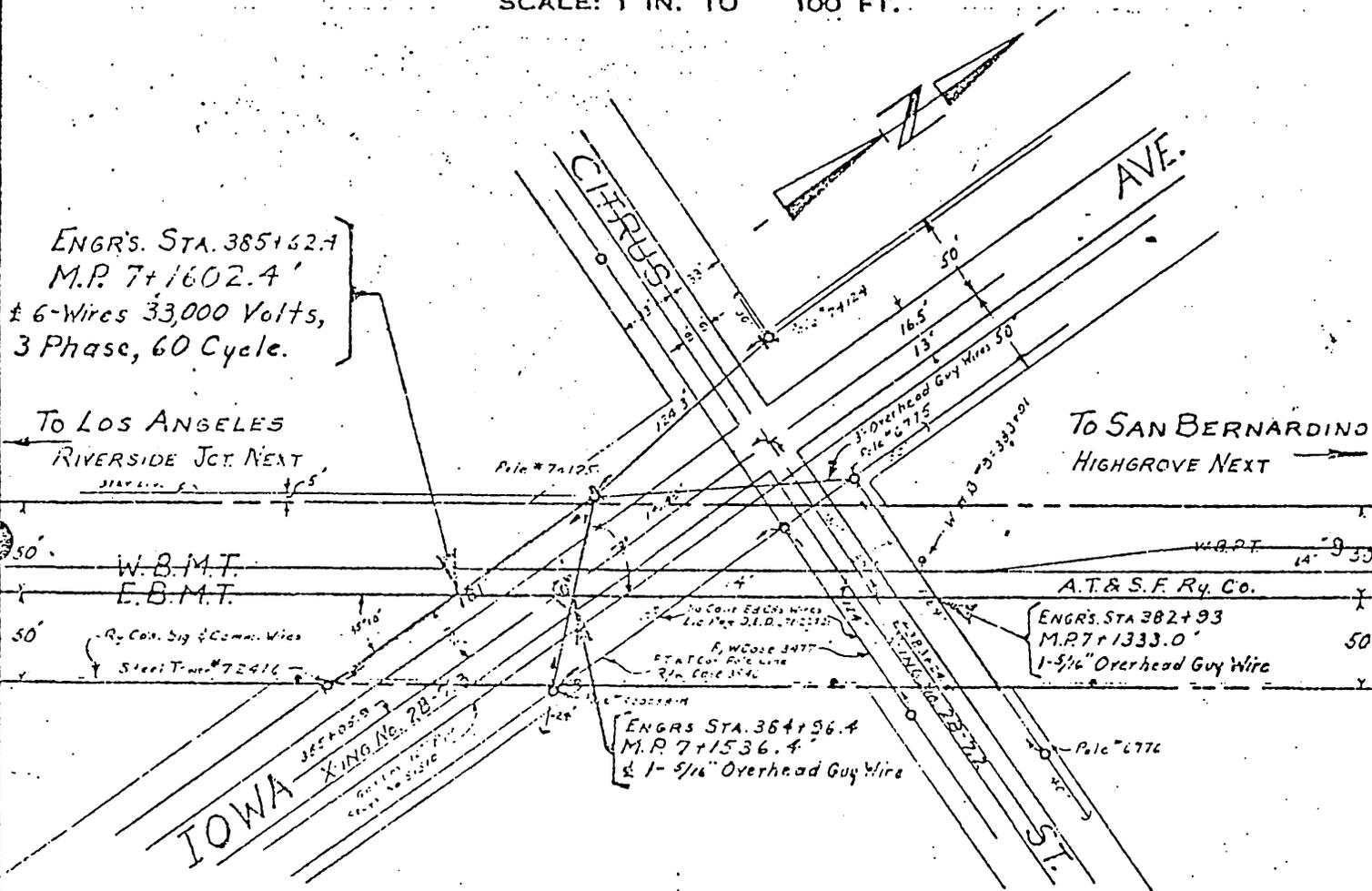
ATTACHED TO CONTRACT BETWEEN
 THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
 AND
 CALIFORNIA ELECTRIC POWER COMPANY

SAN BERNARDINO, CALIF.
 OCTOBER 3, 1937

DESCRIPTION CORRECT

E. J. McDonald
 DIVISION ENGINEER

SCALE: 1 IN. TO 100 FT.



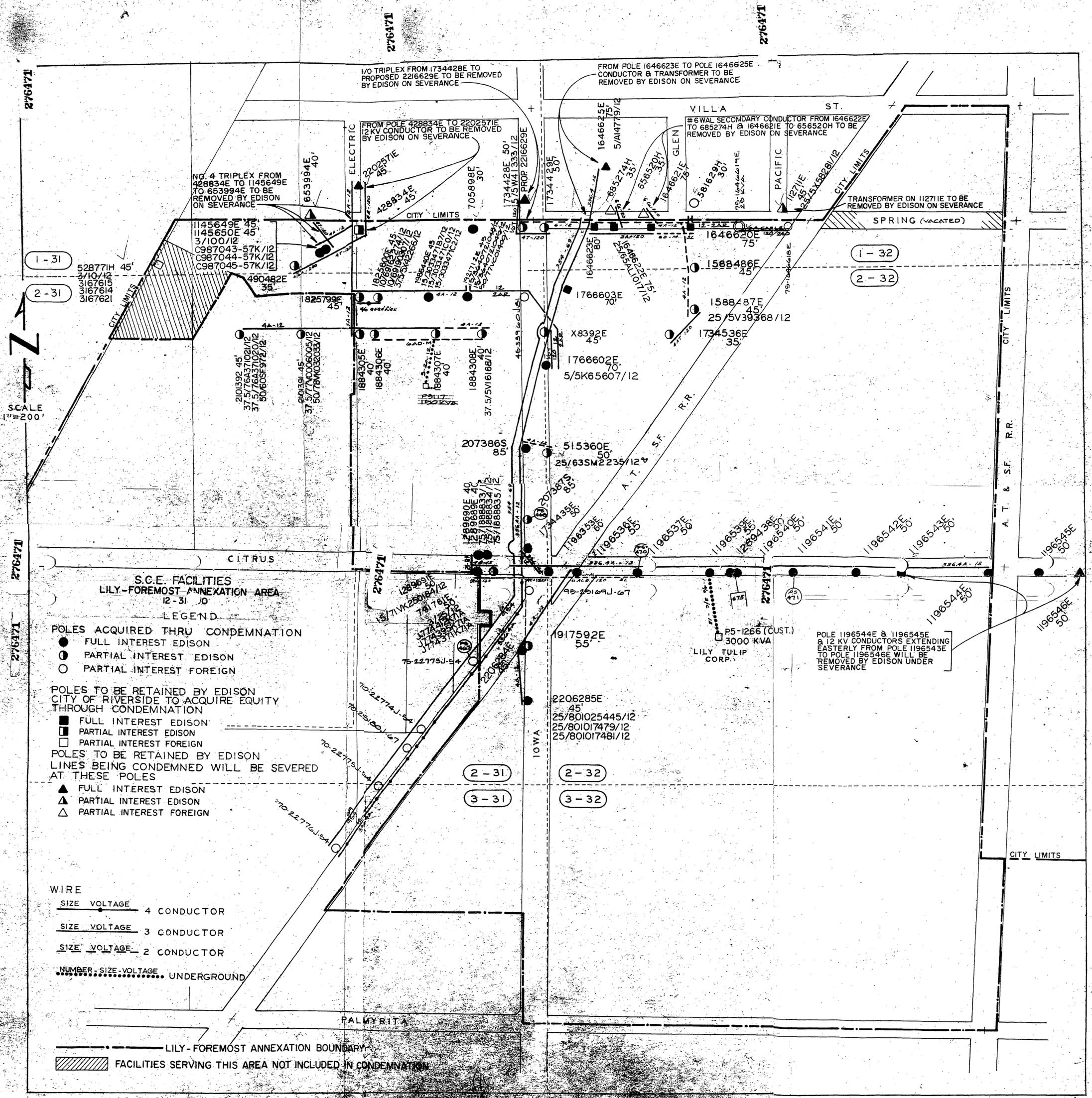
DESCRIPTION

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. ~~410272~~ 439
 410272



SCALE
1"=200'

S.C.E. FACILITIES
LILY-FOREMOST ANNEXATION AREA
12-31-10

LEGEND

- POLES ACQUIRED THRU CONDEMNATION
- FULL INTEREST EDISON
 - PARTIAL INTEREST EDISON
 - PARTIAL INTEREST FOREIGN

POLES TO BE RETAINED BY EDISON
CITY OF RIVERSIDE TO ACQUIRE EQUITY
THROUGH CONDEMNATION

- FULL INTEREST EDISON
- PARTIAL INTEREST EDISON
- PARTIAL INTEREST FOREIGN

POLES TO BE RETAINED BY EDISON
LINES BEING CONDEMNED WILL BE SEVERED
AT THESE POLES

- ▲ FULL INTEREST EDISON
- ▲ PARTIAL INTEREST EDISON
- △ PARTIAL INTEREST FOREIGN

WIRE

SIZE VOLTAGE 4 CONDUCTOR

SIZE VOLTAGE 3 CONDUCTOR

SIZE VOLTAGE 2 CONDUCTOR

NUMBER SIZE VOLTAGE UNDERGROUND

— LILY-FOREMOST ANNEXATION BOUNDARY

▨ FACILITIES SERVING THIS AREA NOT INCLUDED IN CONDEMNATION

11071