

LICENSE

THIS LICENSE, Made as of the 26TH day of FEBRUARY, 1962,
between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
a Kansas corporation (hereinafter called "Licensor"),
and CITY OF RIVERSIDE, a municipality in the State of California

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

WITNESSETH, That the parties hereto for the considerations hereinafter expressed covenant and agree as follows:

1. Licensor hereby licenses Licensee to use, subject to the rights and easements hereinafter excepted and reserved and upon the terms and conditions hereinafter set forth, the land (hereinafter called "Premises") situated at or near Riverside, County of Riverside, State of California, outlined in red coloring on the print hereto attached, No. CEQL 77-29186, dated September 25, 1961, marked "Exhibit A" and made a part hereof, for a term beginning on October 15, 1961, and ending when this license shall be terminated as hereinafter provided.

2. Licensor hereby excepts and reserves the right, to be exercised by Licensor and by any others who have obtained or may obtain permission or authority from Licensor so to do, (a) to operate, maintain, renew and relocate any and all existing pipe, power, and communication lines and appurtenances and other facilities of like character upon, over or under the surface of the Premises; and (b) from time to time to construct, operate, maintain, renew and relocate such additional facilities of the same character as will not unreasonably interfere with the use of the Premises by Licensee for the purpose specified in paragraph 6 hereof.

3. Licensee shall pay to Licensor on or before the first day of each period of one year during the continuance of this license, as compensation for the use of the Premises for such period, a sum equal to six per cent (6%) of the fair license value of the Premises, but not less than One Dollars (\$1.00).

~~For the purposes of this license the fair license value of the Premises at the effective date hereof is agreed to be _____ Dollars (\$ _____)~~

and the initial compensation shall be _____ Dollars (\$ _____) per annum. Such fair license value shall be increased from time to time by the amount of any governmental charge or assessment (except general property taxes) payable on account of or in respect to the Premises for the construction of public improvements.

4. Licensee covenants and warrants that Licensee either owns, or has obtained from the owner or owners thereof the right to use any improvements now on the Premises shown or described on said Exhibit A as "Licensee's Existing Improvements." Such improvements, if any, together with any other improvements hereafter placed upon the Premises by or for account of Licensee are hereinafter called "Improvements."

5. Licensee shall pay before the same become delinquent all taxes, charges, rates, and assessments which may, during the term of this license, be levied upon, or assessed against, or be equitably chargeable to or assessed in respect of the Improvements; and where any such tax, rate, charge, or assessment may be embraced in the general amount of taxes charged upon the Premises separately or in connection with other property of Licensor and Licensor shall pay all of said taxes, then Licensee shall promptly repay or refund to Licensor the amount or part of the tax, charge, rate or assessment equitably or fairly apportionable to the Improvements.

6. Licensee shall use the Premises exclusively as a site for street improvement, widening and improvement of Van Buren Street the object of Licensor being to facilitate the convenient operation of the railroad, telegraph and telephone lines of Licensor, and the transaction of business thereon. In case Licensee shall use the Premises for any other purpose whatever than above mentioned, then Licensor may declare this license at an end and prevent Licensee from using or remaining upon the Premises, with or without process of law. Licensee shall not have the exclusive possession of the Premises as against Licensor.

7. Licensee shall keep and maintain the Premises and Improvements in such safe, sanitary and sightly condition as shall be satisfactory to Licensor, and, if required by Licensor, shall paint the Improvements with paints of a color

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~~approved by Licensor~~; and if Licensee fails or refuses within fifteen (15) days after receipt of any request by Licensor so to do, Licensor may, at its option, perform such work, and in such event Licensee shall within thirty (30) days after the rendition of bill therefor reimburse Licensor for the cost so incurred.

8. In using the Premises, and in constructing, maintaining, operating and using the Improvements thereon, Licensee shall comply with any and all requirements imposed by federal or state statutes, or by ordinances, orders, or regulations of any governmental body having jurisdiction thereover. In the event the Premises or Improvements shall be used for the loading, unloading, storing, or otherwise handling of any petroleum products, Licensee shall comply with all regulations and recommendations from time to time promulgated by the Bureau of Explosives of the Association of American Railroads, or any successor agency. All artificial lighting in pump houses, warehouses, or other enclosures upon the Premises, where oil or other inflammable fluid supplies are handled or stored by Licensee, except in unbroken original containers, shall be electricity, and such electrical installation and any other electrical installation upon the Premises shall at all times conform to and be maintained in accordance with the provisions of the then current edition of the National Electrical Code with respect to Class I hazardous locations. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alteration or repair work done, or suffered or permitted to be done, by Licensee on the Premises, and Licensor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this or any other paragraph hereof.

9. Licensee shall at all times keep a space of ~~six (6)~~ ^{seven (7)} feet from the nearest rail of any railroad track entirely clear of structures, material and obstructions of every sort and shall observe an overhead clearance of not less than twenty-five (25) feet above the top of rail; ~~but, nevertheless, Licensee may erect loading platforms which shall not be more than three (3) feet and six (6) inches higher than the top of the rails, and which at no point shall be nearer than four (4) feet to the nearest side of the head of the nearest rail of such track; provided, however, if by statute or order of competent public authority different clearances shall be required, then Licensee shall strictly comply with such statute or order.~~

10. Licensee agrees to indemnify and save harmless Licensor against all loss, damage or expense which Licensor may sustain, incur or become liable for, including loss of or damage to property or injury to or death of persons and fines or penalties imposed upon or assessed against Licensor, arising in any manner out of (a) the use of the Premises or Improvements by Licensee, (b) any breach by Licensee of the terms, covenants or conditions in this instrument contained, or (c) the sole or contributing acts or omissions of Licensee or the employes, agents, patrons or invitees of Licensee in, on or about the Premises or Improvements, except that if Licensor shall participate in any such contributing acts or omissions, then the loss, damage or expense arising therefrom shall be borne by the parties hereto equally.

11. Neither Licensee, nor the heirs, legal representatives, successors or assigns of Licensee, nor any subsequent assignee, shall transfer or lease the Premises or the Improvements, or any part thereof, nor assign or transfer this license or any interest herein, without the written consent and approval in each instance of Licensor.

12. In case of the eviction of Licensee by any one owning or claiming title to or any interest in the Premises, Licensor shall not be liable to Licensee for any damage of any nature whatsoever, or to refund any compensation paid hereunder, except the proportionate part of any compensation paid in advance.

13. If any compensation hereunder shall be due and unpaid, or if default shall be made in any of the covenants or agreements of Licensee herein contained, or in case of any assignment or transfer of this license by operation of law, Licensor may, at its option, terminate this license by serving five (5) days' notice in writing upon Licensee; but any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this license for any subsequent default or defaults.

14. This license may be terminated at any time by either party upon thirty (30) days' notice in writing to be served upon the other party, stating therein the date that such termination shall take place, and upon the expiration of the time specified in such notice this license and all rights of Licensee hereunder shall absolutely cease and determine; but upon any such termination Licensee shall be entitled to have refunded by Licensor a proportionate part of any compensation paid in advance.

15. Any notice to be given by Licensor to Licensee hereunder shall be deemed to be properly served if the same be delivered to Licensee, or if left with any of the agents, servants or employes of Licensee or if posted on the Premises, or if deposited in the Post Office, postpaid, addressed to Licensee at Riverside, California

16. Upon the termination of this license in any manner herein provided, Licensee shall forthwith surrender to Licensor the possession of the Premises and shall remove the Improvements and restore the Premises to substantially the state in which they were prior to the construction of the Improvements, and in case Licensee shall fail within thirty (30) days after the date of such termination to make such removal or restoration, then Licensor may, at its election to be exercised within thirty (30) days thereafter, either remove the Improvements and restore the Premises for the account of Licensee, and in such event Licensee shall within thirty (30) days after the rendition of bill therefor reimburse Licensor for the cost so incurred, or may take and hold the Improvements as its sole property.

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17. If Licensee fails to surrender to Licensor the Premises, upon any termination of this license, all the liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered; and no termination hereof shall 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 the date, if later, when the Improvements are removed and the Premises restored or Licensor elects to take and hold the Improvements as its sole property as hereinabove in paragraph 16 provided.

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

19. All the covenants and agreements of Licensee herein contained shall be binding upon the heirs, legal representatives, successors and assigns of Licensee, and shall inure to the benefit of the successors and assigns of Licensor.

20. The street improvement and widening within the portions of the premises occupied by railroad trackage shall conform with plans and specifications approved by Parties hereto and shall be subject to the terms and conditions of an agreement to be entered into by Parties hereto substantially in the attached form marked Exhibit "B" and made a part hereof.

IN WITNESS WHEREOF, This license has been duly executed in duplicate by the parties hereto as of the day and year first above written.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (Licensor).

Approved as to description:

By

J. D. Cash

Its Assistant to General Manager

Chief Engineer.

CITY OF RIVERSIDE

By

E. J. Sales

Its Mayor

(Licensee).

Attest: *Virginia J. Strohecker*, City Clerk
(Attach print here.)

APPROVED AS TO FORM

[Signature]
CITY ATTORNEY

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EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
THE ATCHISON, TOPEKA and SANTA FE RAILWAY COMPANY
AND
CITY OF RIVERSIDE

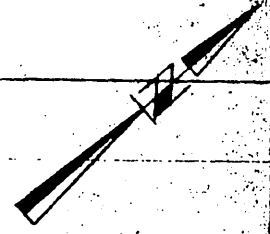
LOS ANGELES, CALIF.
SEPTEMBER 25, 1961

J. G. FRY
CHIEF ENGINEER

SCALE: 1 IN. TO 100 FT.

INDIANA

AVENUE



Secy's N^o 60629
(Arlington Little League)

VAN BUREN
(King No 28-164)

{ E VAN BUREN STREET
ENGR'S STA. 864 + 22.6 =
M.P. 16 + 1942.6 }

THE A. T. & S. F. RY. CO.

TO SAN BERNARDINO
Casablanca Next

TO LOS ANGELES
May Next

-LEGEND-

Area over which right
of entry is permitted,
shown outlined red.

AT ARLINGTON,
RIVERSIDE COUNTY, CALIF.

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C.E.C.L. N^o 77-29186

