

Form 2171 Standard
(Approved by General Solicitor)
ELECTRIC TRANSMISSION LINE UPON OR ACROSS RAILWAY PROPERTY

AGREEMENT, Made this 17th day of May 1928,
between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,
a Kansas corporation hereinafter called the "Railway Company", party of the
first part, and CITY OF RIVERSIDE,
a Municipal corporation

hereinafter (whether one or more persons or corporations) called the "Licensee", party of the second part.

Witnesseth: / Bill L-30685, 5-17-28

IN CONSIDERATION of the sum of Five Dollars (\$5.00) in hand paid by the Licensee to the Railway Company, the receipt whereof is hereby acknowledged, and of the covenants and agreements of the Licensee hereinafter set forth, and of the faithful performance by the Licensee of the same, the Railway Company grants to the Licensee license and permission to construct, maintain and use a high tension electric transmission line consisting of poles or metal towers and a maximum of two (2) single phase cycle wires carrying 110 volts across or along the right of way or station grounds of the Railway Company at or near the station of Prenda, Riverside County, California, the location of said transmission line being more particularly described as follows:

Power wires enter the southwestern line of the right of way of the Railway Company's Prenda spur opposite Engineer's Station 91+15, more or less; thence run northeasterly in a direct line crossing over said spur at Engineer's Station 91+22.3 at an easterly angle of 42°55' with the tangent to the center line of said spur and leave the northeastern line of said right of way opposite Engineer's Station 91+38.5, as shown colored in red;

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and being particularly shown upon the print hereto attached, marked "Exhibit A", and made a part hereof. For convenience, the said transmission line, with all towers, poles, wires and appurtenances thereto, insofar as they relate to said transmission line upon said right of way and station grounds, is hereinafter called the "Transmission Line."

IN CONSIDERATION of the foregoing grant, the Licensee covenants and agrees with the Railway Company as follows:

- 1. That the Transmission Line shall be constructed and at all times maintained in strict accordance with the Specifications, for the time current, for Overhead Crossings of Electric Light and Power Lines, adopted by the American Railway Engineering Association, 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, that all materials and workmanship employed in the construction and maintenance of the Transmission Line shall be subject to the approval of the Railway Company.

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

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

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

5. That in case the Transmission Line is located along the right of way of the Railway Company, then, in addition to the sum hereinabove mentioned, the Licensee shall pay to the Railway Company during the duration of this agreement, as rental for the rights and privileges conferred hereby, the sum of thirty-three and one-third cents (33 $\frac{1}{3}$ c) per annum for each pole or metal tower placed upon the premises of the Railway Company, said rental to be payable annually in advance, the first payment to be made upon the execution of this agreement or as soon thereafter as the exact number of poles or towers so to be located on said premises can be ascertained.

6. That the Licensee shall at all times indemnify and save harmless the Railway Company and other companies operating over its track, and the Western Union Telegraph Company, against loss of or damage to property and against all claims, demands, actions, or causes of action arising or growing out of loss of or damage to property or injury to or death of persons resulting in any manner from the construction, maintenance, use, state of repair or presence of the Transmission Line upon the Railway Company's premises, and shall promptly pay to the Railway Company, or said other companies, respectively, the full amount of any damages which the Railway Company or the other companies may sustain, incur or become liable for, and all sums which the Railway Company or the other company or companies may pay or be compelled to pay in settlement of any such claims, demands, actions or causes of action.

Since this agreement is made in part for the benefit of other companies operating over the Railway Company's tracks and for the benefit of the Western Union Telegraph Company, 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 shall be liable for any damage (except that wilfully done) to the Transmission Line howsoever caused.

7. That if the 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 the Licensee by the Railway Company, the Railway Company may, at its election, without notice, forthwith revoke this license, and in case of such election, or upon any termination hereof, the Licensee shall, upon request, forthwith remove the Transmission Line and restore the Railway Company's premises to the condition in which they were prior to the construction of said Transmission Line. In case the Licensee shall fail to make such removal or restoration within thirty (30) days, the Railway Company may proceed with such work, and the Licensee will promptly repay to the Railway Company the cost thereof. No waiver by the 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 the Railway Company may terminate this license upon any subsequent default or defaults which may occur; nor shall any termination hereof release the Licensee from any liability or obligation (whether of indemnity or otherwise) which may have attached or accrued previous to or which may be accruing at the time of such termination.

8. That the Licensee shall at all times, at its own expense, maintain the most effective system and use the best known and most effective methods to protect the lines, wires, and service of the Railway Company, the Western Union Telegraph Company and of any licensee of the Railway Company whose permission to use the Railway Company's premises antedates the permission herein granted the Licensee, from interference and physical hazard, and if necessary in order to prevent such interference or hazard, the Licensee shall, at its own expense, transverse its circuits or make such changes in the construction or location of the transmission lines as may be specified by the Railway Company

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9. Any notice to be given by the Railway Company to the Licensee hereunder shall be deemed to be properly served if the same be delivered to the Licensee or if deposited in the postoffice, postpaid, addressed to the Licensee at Riverside, Calif.

10. In the event that the Licensee herein embraces two or more persons or corporations, all the covenants and agreements of the Licensee herein shall be the joint and several covenants and agreements of such persons or corporations.

IT IS MUTUALLY AGREED that this license and permission may be terminated by either party upon 020 months' notice in writing to be served upon the opposite 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, the existence of this license and permission, and all rights and privileges of the Licensee thereunder, shall absolutely cease.

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 the Licensee, its legal representatives, successors or assigns, nor any subsequent assignee, shall be binding upon the Railway Company without the written consent of the Railway Company in each instance, and that at the option of the Railway Company this license shall be forfeited by any such voluntary assignment or by any assignment thereof by operation of law.

IN WITNESS WHEREOF, the parties have executed this agreement 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:

Superintendent of Telegraph.

CITY OF RIVERSIDE
By BOARD OF PUBLIC UTILITIES
By Edward W. Lighton Its President
By [Signature] Its Secretary
(Licensee)

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Secretary's No. _____

**ELECTRIC TRANSMISSION LINE
CROSSING**

THE ALABAMA, TOWER, AND

SANTA FE RAILWAY COMPANY

Railway Co.

CITY OF RIVERVIEW

Recorded in Vol. 110

Book of Contracts

at pp. 253-255 Licensee

City of Riverview
City Clerk

Location Mile Post _____ plus _____

near Florida

In Effect May 17th 1928

EXPIRES ON ONE MONTHS' NOTICE

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Supt's No. 10543

Checked for Expirations

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