

THIS INDENTURE, made this 27th day of December, 1963,

by and between SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware,

herein called "Railroad," and CITY OF RIVERSIDE, a municipal corporation of the State of California,

herein called "Grantee."

WITNESSETH:

1. Railroad hereby grants to Grantee, subject to the reservations, covenants and conditions herein contained, the right to construct, reconstruct, maintain and operate an overhead power line "conductors," over the track and property of Railroad at or near Iowa Avenue Station, County of Riverside State of California, and crossing the centerline of said track at Engineer Station 460+10 in the location shown in red on the print of Railroad's Los Angeles Division Drawing A-3581, Sheet No.1, revised January 17, 1963,

attached and made a part hereof.

2. As part consideration for the rights herein granted, Grantee agrees to pay to Railroad the sum of ~~xxxxx~~ \$1,065.00 Dollars and, further, Grantee agrees to pay to Railroad an amount equal to the assessments which may be levied by order of any authorized lawful body against the property of Railroad (and which may have been paid by Railroad) to defray any part of the cost or expense incurred in connection with the construction of said conductors upon said property commenced within one (1) year from the date first herein written.

3. This grant is made subject and subordinate to the prior and continuing right and obligation of Railroad, its successors and assigns, to use all the property described herein in the performance of its duty as a common carrier, and for that purpose there is reserved unto Railroad, its successors and assigns, the right (consistent with the rights herein granted) to construct, reconstruct, maintain and use existing and future railroad tracks, facilities and appurtenances and existing and future transportation, communication and pipe line facilities and appurtenances in, upon, over, under, across and along said property.

4. This grant is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property, and the word GRANT as used herein shall not be construed as a covenant against the existence of any thereof.

5. The rights herein granted to Grantee shall lapse and become void if the construction of said conductors upon said property is not commenced within one (1) year from the date first herein written.

6. Grantee shall bear the entire cost and expense of constructing, reconstructing and maintaining said conductors upon said property.

Grantee agrees to reimburse Railroad for the cost and expense to Railroad of furnishing any materials or performing any labor in connection with the construction, reconstruction, maintenance and removal of said conductors, including, but not limited to, the furnishing of such flagmen, watchmen and inspectors as Railroad deems necessary.

SEE D 4445
12/17

73-4

In the event Railroad shall at any time so require, Grantee, at Grantee's expense, shall reconstruct or alter said conductors or make changes in the location thereof upon receipt of written notice from Railroad so to do.

7. Every conductor and its supporting structures and appurtenances shall be made, constructed, erected and maintained in a careful and workmanlike manner by Grantee to satisfaction of Railroad. Complete plans or drawings in quadruplicate for every such conductor and its supporting structures and appurtenances so to be made, constructed, erected and maintained by Grantee shall be submitted by Grantee for approval to and shall be approved by Railroad's Engineering Department before work of construction shall be commenced. Complete sets of approved plans or drawings shall be attached to and thereupon shall become and be a part of this agreement. Grantee shall give Railroad one (1) week's written notice prior to commencement of any work of construction or reconstruction.

8. All conductors installed hereunder shall conform with all lawful requirements and, in absence of such requirements, with the National Electrical Safety Code. All conductors shall be so erected and maintained, at Grantee's expense, as not to interfere with existing or future gates or safety devices of Railroad. Each conductor shall be maintained by Grantee in good and safe condition to the satisfaction of Railroad. Should Grantee's conductors cross non-insulated wires in Railroad's signal system, Railroad's wires, where required by Railroad, will be insulated and the cost of such insulation shall be borne by Grantee. Grantee shall take suitable precautions to prevent interference with railway signals, telegraph, telephone or other circuits of Railroad or other persons maintaining such circuits on Railroad premises, through leakage of electricity or induction from or between Grantee's conductors and such signals or circuits.

Grantee shall fully pay for all materials joined or affixed by or for it to Railroad's premises, and pay in full all persons who perform labor on said premises for Grantee, and will not suffer any mechanics' or materialmen's liens to be enforced against Railroad's premises for work done or materials furnished at Grantee's instance or request.

9. No work on Railroad's premises shall be commenced by any contractor for Grantee until such contractor has entered into Railroad's standard Contractor's Agreement covering such work.

10. Grantee agrees to release and indemnify Railroad, its officers, employees, agents, successors and assigns, from all claims, liability, cost and expense, howsoever same may be caused, including reasonable attorney fees for loss of or damage to property and for injuries to or deaths of persons arising out of the construction, reconstruction, maintenance, presence or use of said conductors.

Grantee shall assume all risk of damage to said conductors and appurtenances and to any other property of Grantee, or any property under the control or custody of Grantee, while upon or near the property of Railroad, caused by or contributed to in any way by the construction, operation, maintenance or presence of Railroad's line of railroad at the above mentioned location.

11. Should Grantee, its successors or assigns, at any time abandon the use of said property or any part thereof, or fail at any

time to use the same for the purpose contemplated herein for a continuous period of one (1) year, the right hereby given shall cease to the extent of the use so abandoned or discontinued, and Railroad shall at once have the right, in addition to but not in qualification of the rights hereinabove reserved, to resume exclusive possession of said property, or the part thereof the use of which is so discontinued or abandoned.

Upon termination of the rights and privileges hereby granted, Grantee, at its sole cost and expense, shall remove said conductors from said property and restore the same as nearly as practicable to the same state and condition in which it existed prior to the construction of said conductors; failing in which, Railroad may remove and restore said premises at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

12. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first herein written. (IN DUPLICATE)

APPROVED AS TO DESCRIPTION

By [Signature]
Public Utilities Director



SOUTHERN PACIFIC COMPANY

By [Signature]
(Title) Assistant Secretary

Attest [Signature]
Assistant Secretary

APPROVED AS TO FORM

[Signature]
CITY ATTORNEY

CITY OF RIVERSIDE

By [Signature]
Mayor Pro Tempore

Attest [Signature]
Clerk

STATE OF CALIFORNIA,) ss.

CONSENT TO RECORDATION

THIS IS TO CERTIFY that the interest in real property conveyed by the Deed or Grant dated 12-27-63 From: Southern Pacific Co. For: Prop. of S.W. 1/4 of Sec. 18 T.2S. R.4W. S.82M to the City of Riverside, a municipal corporation, is hereby accepted for and on behalf of said City pursuant to Resolution of the City Council thereof recorded on 12-3-58 in Bk. 2574 O.R. pg. 339 et seq. Riverside County Records, and the Grantee hereby consents to recordation of this instrument through the undersigned.

Dated 2-4-64
[Signature]
Property Management Officer

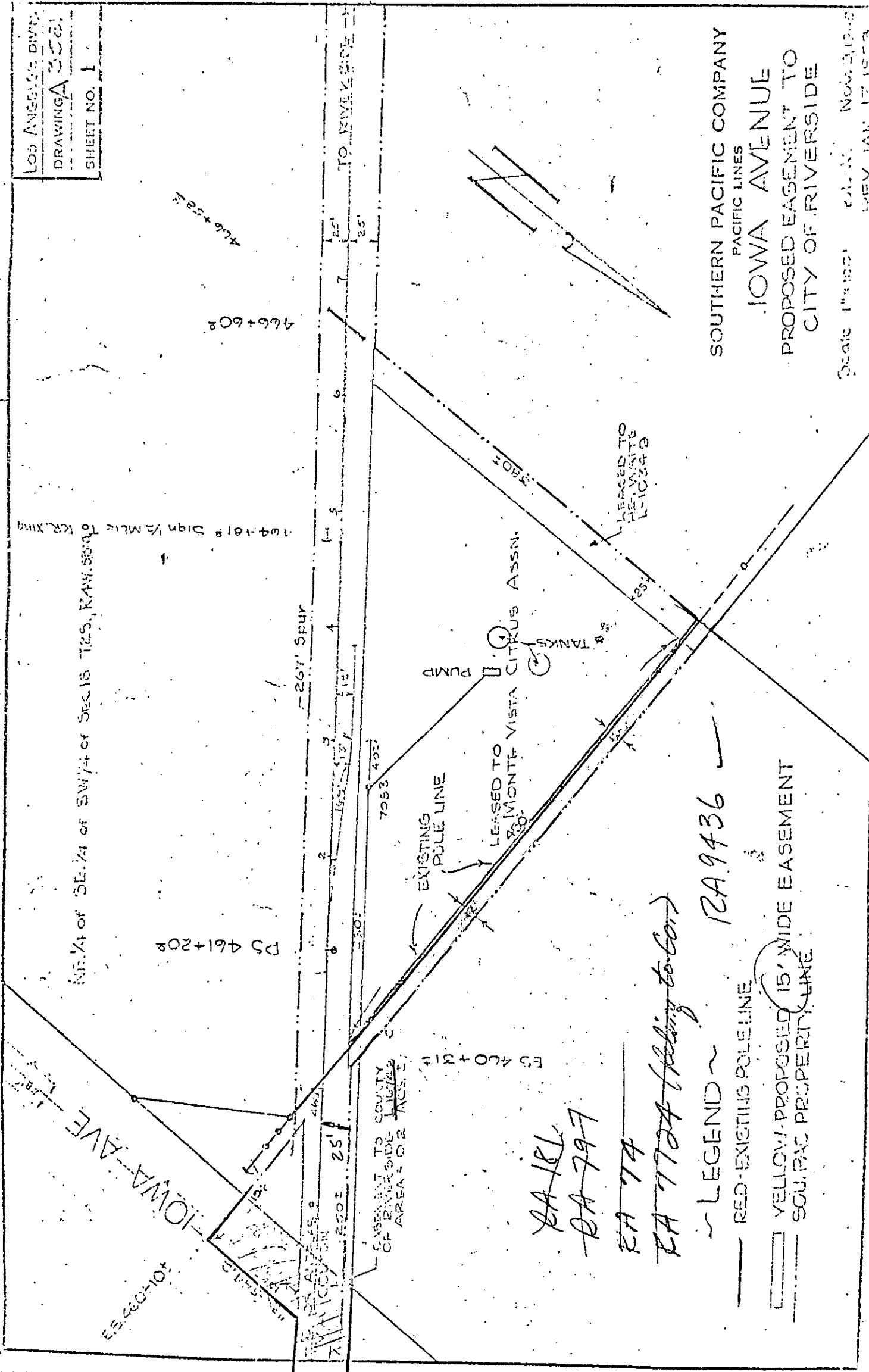
[Signature] in the year One Thousand Nine Hundred and Sixty Four and for the City and County of San Francisco, State of California, personally appeared M. Jaekle and T. F. Ryan, known to me to be the General Manager and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

[Signature]
Notary Public in and for the City and County of San Francisco, State of California.

Return Deed to: Office of City Clerk
Riverside, California

LOS ANGELES DIV.
DRAWING A 3581
SHEET NO. 1



SOUTHERN PACIFIC COMPANY
PACIFIC LINES
IOWA AVENUE
PROPOSED EASEMENT TO
CITY OF RIVERSIDE

Scale 1"=100' PLAN NOV. 21, 1958
REV. JAN. 17, 1959

12/17

SEE D 4445
12/17

9859

~~RA 181~~
~~RA 797~~
RA 774
RA 7724 (Relay to Con)

RA 9436

LEGEND ~
— RED-EXISTING POLE LINE
— YELLOW-PROPOSED 15' WIDE EASEMENT
- - - - - SOU. PAC. PROPERTY LINE

NE 1/4 of SE 1/4 of SW 1/4 of Sec 16 T2S, R4W, S10N

104+61.8 Sign 1/2 Mile to RR Xing

ES 460+01.4

DS 461+20.2

267' SPUR

LEASED TO MONTA VISTA CITRUS ASSN.

LEASED TO MONTA VISTA CITRUS ASSN.

EXISTING POLE LINE

PUMP

TANKS

EASEMENT TO COUNTY OF RIVERSIDE LIGHTS AREA = 0.2 ACRES

TO RIVER SIDE

14206

RECEIVED FOR RECORD

FEB 4 1964

10 Min. Past 11 o'clock A
At Request of

W. D. ...

Recorded in Official Records

BOOK 30111 PAGE 355

-El. Sec., Records of Riverside County, California

W. D. ...

FEES: *...* Records

PHOTOSTATED
/ COMPARED
BY
COMPACT

4854

DATE JUN 21, 1959

TO: Ernest Roto, Public Utilities Director

FROM: A. M. Rice, Property Management Division

SUBJECT: Equipment - S.P.R.R. - 12 K.V. Line - Iowa Avenue easement - A-3581

Enclosed duplicate originals of the subject easement. Your attention is directed to paragraphs 7 and 9.

Your approval is requested of the following:

- 1 - Approval as to form.
- 2 - Approval to pay the sum of \$1,055.00. (Reference is made in this respect to your March 7 letter, same subject).

You are requested to secure Utility Board and City Council approval, if required, for the payment of the \$1,055.00 and their authorization for execution of the easement document with the contracts and obligations contained in it.

AMR:zh

 No. 25' to the City of Riverside," was presented; and the title having been read, and further reading waived by the unanimous consent of Councilmen present, was adopted. (Alessandro Annexation Area)

Second					
Ayes	X	X	X	X	X
Noes					

Ordinance No. 3159 entitled, "An Ordinance of the City of Riverside, California, Amending Section 36.4 of The Code of the City of Riverside, California, 1959, by Rezoning Land From Zone P to Zone R-1-65," Zoning Case R-30-634, relating

DATE October 27, 1963

TO: D. C. Rahn, Public Utilities Department

FROM: A. H. Rice, Property Management Division

SUBJECT: Easement S.P.R.R. - 12 K.V. Line - Iowa Avenue Wly - A-3531

We return for your further handling the Southern Pacific Easement for the subject.

Reference is made to our letter to you of February 27, 1963, in which we outlined this situation and requested your advance approval prior to further negotiations with the Railroad.

Reference is made to your letter to us of March 7, 1963, in reply to our February 27th memo.

Mr. Hunter returned this item for our handling since he has been unable at this time to gain a concession from the Railroad in the price for this Easement.

AHR:sh
Attachment

No. 25' to the City of Riverside," was presented; and the title having been read, and further reading waived by the unanimous consent of Councilmen present, was adopted. (Alessandro Annexation Area)

Ordinance No. 3159 entitled, "An Ordinance of the City of Riverside, California, Amending Section 36.4 of The Code of the City of Riverside, California, 1959, by Rezoning Land From Zone P to Zone R-1-65," Zoning Case R-30-634, relating

Second				X		
Ayes	X	X	X	X	X	
Noes						X

4859

CITY OF RIVERSIDE — INTER-OFFICE COMMUNICATION

DATE November 14, 1963

TO: Mr. Leland Thompson
Acting City Manager

FROM: Everett C. Ross
Public Utilities Director

SUBJECT: Easement from Southern Pacific Railroad Company

The Board of Public Utilities met on November 8, 1963 and took the following action:

Recommendation was made to Council that the City purchase an easement from the Southern Pacific Railroad Company for a 12 kv pole line westerly of Iowa Avenue, north of Spruce Street for the total price of \$1,065.00. This 15-foot easement utilizes railroad right of way for a distance of approximately 550 feet. The price for the easement is based upon the usual fee for an easement charged by the railroad which is 50% of fee value.

Respectfully submitted,

BOARD OF PUBLIC UTILITIES

Everett C. Ross
Everett C. Ross
Secretary

No. 25' to the City of Riverside," was presented; and the title having been read, and further reading waived by the unanimous consent of Councilmen present, was adopted. (Alessandro Annexation Area)

Ordinance No. 3159 entitled, "An Ordinance of the City of Riverside, California, Amending Section 36.4 of The Code of the City of Riverside, California, 1959, by Rezoning Land From Zone P to Zone R-1-65," Zoning Case R-30-634, relating

Second
Ayes
Noes

X X X X X
X X X X X

CITY OF RIVERSIDE

COUNCILMEN

November 19, 1963

WARDS

BACIGLIANO
 BOYLE
 DELOACH
 HARRON
 RICKARD
 MCCONE
 DETZ

Record of Survey 707 for Michael Wukadinovich, located at 2397 Mary Street, was accepted as completed; and the Time Certificate of Deposit, in the amount of \$1,650.00, was released.

Motion
 Second
 All Ayes

In consideration of the recommendation from the Public Works Department, the installation of improvements required under Record of Survey 708 for Boyd E. Low, located at 6802 Neil Street, was accepted as completed; and the Surety Bond, in the amount of \$275.00, was released.

Motion
 Second
 All Ayes

In consideration of the recommendation from the Purchasing Director, the bid of Harron, Rickard and McCone Company, in the amount of \$31,451.28, was accepted for furnishing Central Stores with one 4-wheel drive Hydraulic Yard Crane; all other bids were rejected, and the bonds submitted with the rejected bids were released from further liability; and the Purchasing Director was authorized to proceed with the purchase of said equipment by Purchase Order.

Motion
 Second
 All Ayes

In consideration of the recommendation from the Board of Public Utilities, approval was given a License Agreement between The Atchison, Topeka and Santa Fe Railway Company and the City of Riverside, referred to by Print L-3-26168, which provides that the City may construct an electric supply line across the railway's right of way easterly of St. Lawrence Street at the Prenda Spur Track; and execution was authorized and directed.

Motion
 Second
 All Ayes

In consideration of the recommendation from the Board of Public Utilities, approval was given for the purchase of an Easement from the Southern Pacific Railroad Company to the City of Riverside, being for a 12 KV pole line westerly of Iowa Avenue north of Spruce Street, for the total price of \$1,065.00, which 15-foot easement utilizes railroad right of way for a distance of approximately 550 feet; and execution was authorized and directed.

Motion
 Second
 All Ayes

In consideration of the recommendation from the Board of Public Utilities, approval was given an Amendment to Utilities Agreement 7838-2 (North-South Freeway relocation of electrical facilities) which amends the original agreement from an estimated cost to the State Division of Highways of \$86,067.00 to an actual cost to the State of \$114,267.67, which increased amount was primarily due to the major costs in obtaining right of way for the Highgrove-Hunter-Riverside 66 KV transmission line and due to the increased costs of labor and materials; and execution was authorized and directed.

Motion
 Second
 All Ayes

Ordinance No. 3158 entitled, "An Ordinance of the City of Riverside, California, Approving the Annexation of Certain Uninhabited Territory Designated 'Riverside Annexation No. 25' to the City of Riverside," was presented; and the title having been read, and further reading waived by the unanimous consent of Councilmen present, was adopted. (Alessandro Annexation Area)

Motion
 Second
 Ayes
 Noes

Ordinance No. 3159 entitled, "An Ordinance of the City of Riverside, California, Amending Section 36.4 of The Code of the City of Riverside, California, 1959, by Rezoning Land From Zone P to Zone R-1-65," Zoning Case R-30-634, relating