

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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410254

5800-754

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 Cadiena - 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 1900

Riverside Water Company

By Frank C. Little President.

By Wm. J. Lane Secretary.

13677



RAP 704803

410255

SOUTHERN CALIFORNIA EDISON COMPANY

16927
169293
yes
map 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
Engineering Aid

LWH:jb
Attachment

RAP

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Form 2171 Standard
(Approved by General Policies)
LICENSE FOR
ELECTRIC SUPPLY LINE ACROSS OR ALONG RAILWAY PROPERTY
(Electric Light, Power Supply and Trolley Lines, Irrespective of Voltage, Overhead or Underground)

THIS LICENSE, made this 27th day of August 19 57,

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.

VAULT COPY

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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. 1134	A. W. ALTHOUSE, MGR. BY <i>[Signature]</i>
U. S. 52-101	DATE 8-30-51 S.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]*

Chief Engineer.

APPROVED	
BY	DATE
<i>[Signature]</i>	7/3
<i>[Signature]</i>	9-4
<i>[Signature]</i>	9-10

Its Assistant to General Manager

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)

Hall 2 51 351

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.

A ~~704807~~

9-11-57

VAULT COPY (Attach print here)

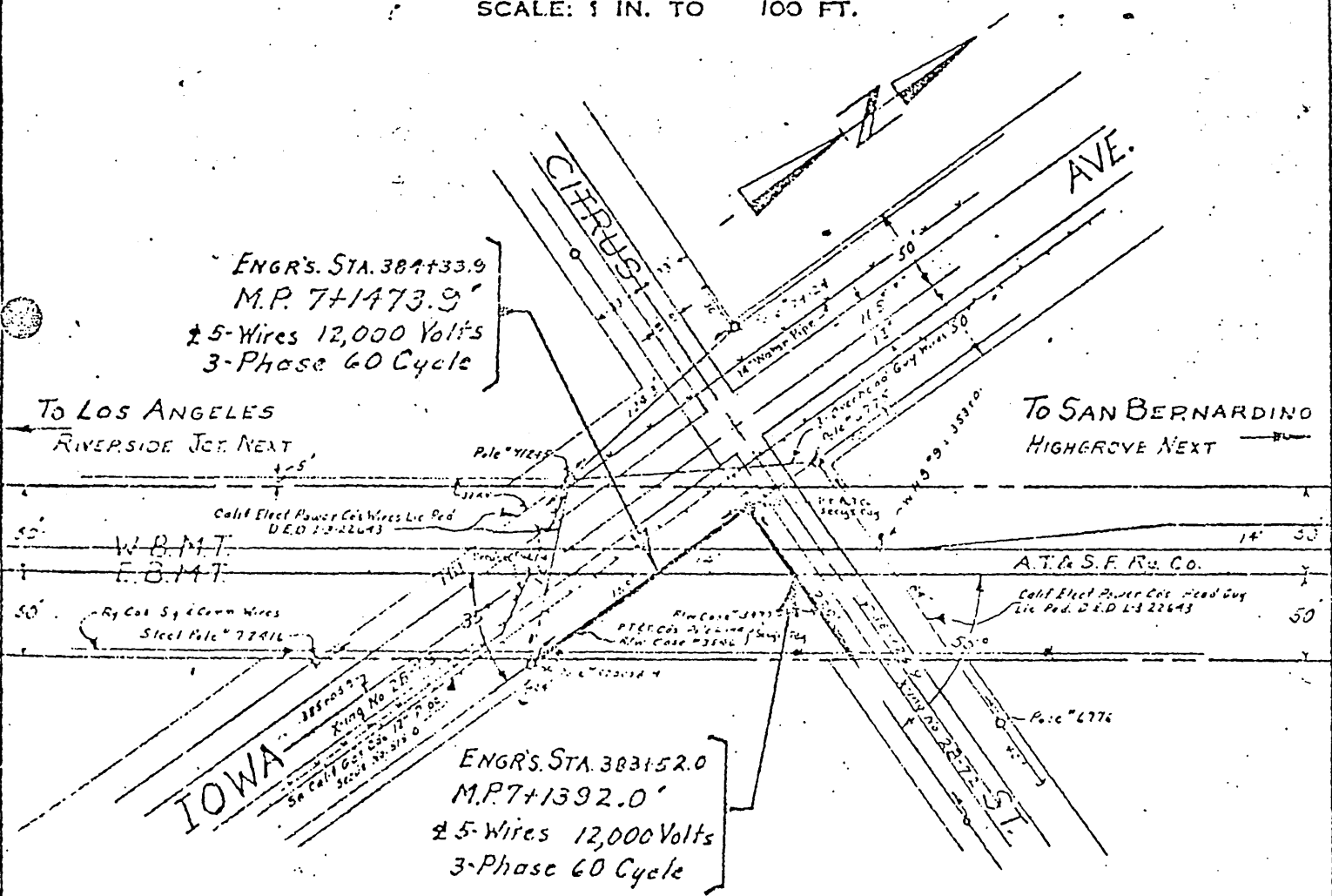
EXHIBIT "A"

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-UG

UNITED STATES

BEFORE ME, THE UNDERSIGNED, a Notary Public in and for the State of California, do hereby certify that

WALTER W. WHELAN, [REDACTED], a California corporation,

Area 3-4-1

having a business office at 122 West 42nd Street, New York 37, 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 West 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 Palmyrite Avenue, on the west by Iowa Avenue, on the north by Citron Street and on the east by the right-of-way of the Atchison, Topeka and Santa Fe Railroad (Hemet 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 renew:

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 purposes

RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA, ON 6-11-41, PAGE 167.



RECORDED
INSY. 6-11-41 DATE 21 Aug 1941
BOOK 7-32-3 PAGE 167
O.R. FEES G.R.

410261

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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 6 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 Grants affected by said easements are bounded and described as follows:

Beginning at a point on the South line of Citrus Street (66 feet wide) 65 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 $102^{\circ} 33' 00''$ 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 25 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 25 feet, thence in a Westerly direction and parallel with the South line of Citrus Street a distance of 165 feet to a point, thence in a Northerly direction and making an interior angle of $102^{\circ} 33' 00''$ 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 166 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

RAP

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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-TUMIP CUP CORPORATION

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

Attests:

Henry J. Friedman
Henry J. Friedman, Secretary

RIVERSIDE CO.

RECORDED

INST. 61141 DATE 25 AUG 1958

BOOK 2323 PAGE 167

O.R. DEEDS M.R.

410263

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140491

1964

104 Yes MOR 3-22D

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

RECORDED
RECEIVED FC
NOV 22 1964

INDEXED
BOOK & PAGE
228018

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT
(INDIVIDUAL)

THE GRANTORS, GILBERT R. SIMONS and HOPE B. 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, transformers 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
RECORDS
WITH INDEX
6731
2040
ELECTRIC
6-2464
52-102
1077164
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:
Phyllis A. M... ..

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

STATE OF CALIFORNIA,
COUNTY OF Los Angeles ss.

RECEIVED
SEP 2 1965

On this 20th day of October, 1964, before me, a Notary Public in and for said County and State, personally appeared Gilbert R. Simons and Hope B. 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
My Commission Expires 12/16/1965

110264

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233231

RIVERSIDE

9149

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			
INST.	<u>431</u>	DATE	<u>12-7-36</u>
BOOK	<u>306</u>	PAGE	<u>196</u>
O. R.	<input checked="" type="checkbox"/>	DEEDS	<input type="checkbox"/>
		M. R.	<input type="checkbox"/>

~~704818~~

RAP 410265

Pages - - 13 inclusive do v. T. per Tain
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.

52-99

8 (b) Iowa Avenue line or Ferris 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 Ferris substation.

52-102

11 (c) Glen Avon line from a point on said Iowa Avenue line or Ferris
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.

52-102

14 (d) Ferris Tie Line or Ferris 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 Ferris Substation.

52-103

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.

49-100

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.

49-100

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.

38-104

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

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~~704814~~

RAP 410266

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



Description Checked [Signature]
Approved [Signature]
ENGINEER

[Signature]
LEGAL FEATURES APPROVED
GENERAL COUNSEL

RAP 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 L. G. Peck
15 Notary Public in and for the County
of Riverside, State of California.



236181
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)

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. L-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 Prop-
erty, 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 Com-
pany, 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 judg-
ment 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.....
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.

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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 Page 3 of 4

(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 ~~704819~~
410271

EXHIBIT "A"

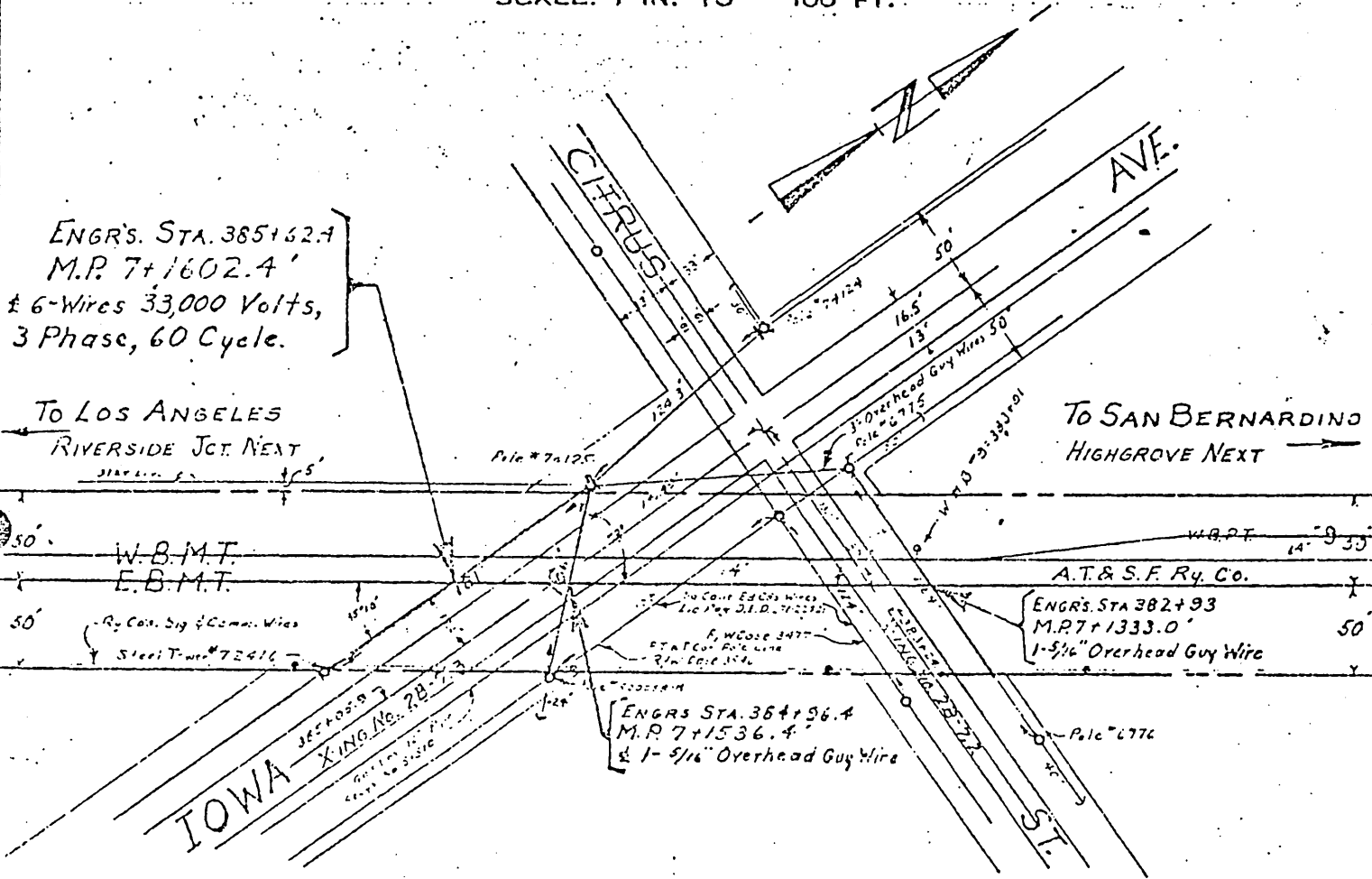
ATTACHED TO CONTRACT BETWEEN
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
AND
CALIFORNIA ELECTRIC POWER COMPANY

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. 410272-43

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RESOLUTION NO. 11119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERSIDE, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE DOCUMENTS RELEASING BLANKET ELECTRICAL UTILITY EASEMENTS ACQUIRED FROM SOUTHERN CALIFORNIA EDISON COMPANY UPON THE PURCHASE OF SAID ELECTRICAL FACILITIES IN THE ARLANZA AND LA SIERRA AREAS OF THE CITY OF RIVERSIDE.

WHEREAS the City of Riverside has acquired certain electrical utility easements formerly owned by Southern California Edison Company, which easements are located in areas annexed to the City of Riverside; and

WHEREAS the Southern California Edison Company and its predecessors in interest often have blanket utility easements across privately owned properties; and

WHEREAS, through urbanization, these blanket easements are no longer required and often create a cloud on the title, which cloud must be removed in order to obtain title insurance needed for building loans; and

WHEREAS the City does not need such blanket easements in many cases;

NOW, THEREFORE, the City Council of the City of Riverside resolves as follows:

Subject to prior approval as to description by the Public Utilities Department, approval as to form by the City Attorney, and approval as to content by the City Manager, the City Council of the City of Riverside hereby authorizes the Mayor and City Clerk to execute the necessary quitclaim deeds to remove such a cloud on the title when it is determined that such blanket electrical easements are no longer needed.

ADOPTED by the City Council and signed by the Mayor and attested by the City Clerk this 22nd day of October, 1968.

ATTEST:

BEN H. LEWIS
Mayor of the City of Riverside

VIRGINIA J. STROBECKER (SEAL)
City Clerk of the City of Riverside

1 I, Virginia J. Strohecker, City Clerk of the City of
2 Riverside, California, hereby certify that the foregoing
3 resolution was duly and regularly introduced and adopted by
4 the City Council of said City at its meeting held on the 22nd
5 day of October, 1968, by the following vote, to wit:

6 Ayes: Councilmen Holcomb, Younglove, Belding, Renck and Betz.

7
8 Noes: None.

9 Absent: Councilmen Sotelo and Pick.

10 IN WITNESS WHEREOF I have hereunto set my hand and
11 affixed the official seal of the City of Riverside, California,
12 this 22nd day of October, 1968.

13
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15 (SEAL) VIRGINIA J. STROHECKER

16 City Clerk of the City of Riverside
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