

Santa Fe Original

BQ-72192-25

LICENSE FOR
COMMUNICATION LINE ACROSS OR ALONG RAILWAY PROPERTY
(Telegraph, Telephone and Similar Lines. Overhead or Underground)

THIS LICENSE, made as of the 2nd day of February 1984, between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation (hereinafter called "Santa Fe"), and CITY OF REDLANDS, 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. In consideration of the sum of Two Hundred Fifty and No/100 Dollars (\$250.00) in hand paid by Licensee to Santa Fe, 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, Santa Fe licenses and permits Licensee to construct, maintain and use a communication line containing a maximum of one conductor(s) across or along the premises of Santa Fe at or near the Station of Redlands, County of San Bernardino, State of California, the location of said communication line being more particularly shown upon the print hereto attached, No. 1-01024 dated December 16, 1983, marked "Exhibit A", and made a part hereof. For convenience, the said communication line, with all conductors and their supporting or containing structures, insofar as they relate to said communication line upon said premises, is hereinafter called the "Communication Line".
2. Licensee shall, at Licensee's own cost, construct and at all times maintain the Communication Line in strict accordance with the Specifications, for the time current, for Communication Lines across or along railway property, adopted by the Telegraph and Telephone 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 Communication Line shall be subject to the approval of Santa Fe.
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 Santa Fe so to do, Santa Fe shall have the right itself to perform the work and Licensee hereby agrees to reimburse Santa Fe for the expense so incurred.
4. During construction and while repairing, renewing or changing the Communication Line, Licensee shall exercise utmost and extraordinary diligence to the end that no

damage shall occur to the property of Santa Fe, and that there shall be no interference with the operation of its railroad.

5. Upon completion of the Communication 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 Santa Fe the entire cost incurred in employing watchmen or such other means of protection as in the judgment of Santa Fe may be required during the construction, maintenance, repair, renewal or changing of the Communication Line.
6. If at any time during the term hereof, Santa Fe shall desire to make any use of its property with which the Communication 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 Santa Fe to such effect, make such changes in the Communication Line as in the judgment of Santa Fe may be necessary to avoid interference with the proposed use of its property.
7. Licensee shall at all times indemnify and save harmless Santa Fe 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 Communication 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. Upon request of Santa Fe, Licensee shall assume the defense of any suit or action brought against the Santa Fe alleging any claim for loss or damage hereunder, and shall discharge all liability therefor.
8. Since this License is made in part for the benefit of other companies operating over Santa Fe 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 Santa Fe shall be liable for any damage, howsoever caused, to the Communication 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 of compliance shall have been made upon Licensee by Santa Fe, Santa Fe 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 Communication Line and restore said premises to the condition in which they were prior to the construction of said Communication Line. In case Licensee shall fail to make such removal or restoration within thirty (30) days, Santa Fe may proceed with such work, and Licensee shall promptly repay to Santa Fe the cost thereof. No waiver by Santa Fe 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 Santa Fe may terminate this License upon any subsequent default or defaults which may occur; nor shall any termination or revocation 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 Communication 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 Santa Fe and of any licensee of Santa Fe 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 Communication Line as may be specified by Santa Fe.
11. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in said premises or any part thereof, Santa Fe shall not be liable to Licensee for any damage of any nature whatsoever, or to refund any monies paid hereunder.
12. All notices to be given hereunder shall be given in writing, by depositing same in the United States mail duly registered or certified, with postage prepaid, and addressed to the Licensee or Santa Fe as the case may be at the address shown on the signature page hereof, or addressed to such other address as the parties hereto may from time to time designate.
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 month's 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 the Licensee thereunder, shall absolutely cease. This License shall terminate in any event immediately upon the death of the Licensee, if the sole Licensee is an individual.
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 Santa Fe without the written consent of Santa Fe in each instance, and at the option of Santa Fe this License shall be forfeited by any such voluntary assignment or by any assignment thereof by operation of law.
16. Notwithstanding any other provisions of this License, Licensee shall comply with all statutes, ordinances, rules, regulations, orders and decisions (hereinafter referred to as "Standards"), issued by any federal, state or local governmental body or agency established thereby (hereinafter referred to as "Authority"), relating to Licensee's use of Santa Fe's property hereunder. In its use of the premises, Licensee shall at all times be in full compliance with all Standards, present or future, set by any Authority, including, but not limited to, Standards concerning

air quality, water quality, noise, hazardous substances and hazardous waste. In the event Licensee fails to be in full compliance with Standards set by any Authority, Santa Fe may, after giving reasonable notice of the failure to Licensee, and Licensee, within thirty (30) days of such notice, fails either to correct such noncompliance or to give written notice to the Santa Fe of its intent to contest the allegation of noncompliance before the Authority establishing the Standard or in any other proper forum, take whatever action is necessary to protect the premises and Santa Fe's railroad and other adjacent property. Licensee shall reimburse the Santa Fe for all costs (including but not limited to, consulting, engineering, clean-up and disposal costs, and legal costs) incurred by the Santa Fe in complying with such Standards, and also such costs incurred by the Santa Fe in abating a violation of such Standards, protecting against a threatened violation of such Standards, defending any claim of violation of such Standards in any proceeding before any Authority or court, and paying any fines or penalties imposed for such violations. Licensee shall assume liability for and shall save and hold harmless the Santa Fe from any claim of a violation of such Standards regardless of the nature thereof or the Authority or person asserting such claim, which results from Licensee's use of Santa Fe's premises, whether such claim arises in whole or in part from the negligence or alleged negligence of the Santa Fe or otherwise. Licensee, at its cost, shall assume the defense of all such claims regardless of whether they are asserted against Licensee or Santa Fe.

Upon written notice from Santa Fe, Licensee agrees to assume the defense of any lawsuit, administrative action or other proceeding brought against Santa Fe by any public body, individual, partnership, corporation, or other legal entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or to save and hold harmless the Santa Fe. Licensee shall pay all the costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. Any and all lawsuits or administrative actions brought or threatened on any theory of relief available at law, in equity or under the rules of any administrative agency shall be covered by this Section, including, but not limited to, the theories of intentional misconduct, negligence, breach of statute or ordinance, or upon any theory created by statute or ordinance, state or federal.

17. Any work performed on Santa Fe's Premises by Licensee or Licensee's contractor shall be done in a satisfactory workmanlike manner and in accordance with plans and specifications approved by Santa Fe, including plans covering any suspension cables, falsework, bracing or cribbing that may be necessary to use over, under or adjacent to Santa Fe's track, and no work shall be permitted until said plans and specifications have been approved by Santa Fe.
18. Licensee or Licensee's contractor shall not be permitted to commence work on said Premises without having first received written notification from Santa Fe's Division Superintendent of permission to proceed.
19. Licensee shall promptly upon receipt of bill, reimburse Santa Fe for any and all expense incurred by Santa Fe on account of said COMMUNICATION LINE.
20. Any contractor or subcontractor performing work on or in connection with the COMMUNICATION LINE shall for the purpose of this Agreement, and particularly for the

purposes of Sections 7 and 8 of this Agreement, be conclusively deemed to be the servant and agent of Licensee acting on behalf and within the scope of such contractor's or subcontractor's employment for Licensee.

21. Licensee agrees to furnish and keep in force or arrange to have furnished and keep in force insurance of all kinds and amounts specified below during the initial term of construction of the COMMUNICATION LINE and during any subsequent term or terms during which maintenance is performed on the COMMUNICATION LINE.

Licensee shall, with respect to the operations which it performs upon, beneath or adjacent to Santa Fe's Premises and/or track, furnish or arrange to have furnished (i) regular Contractors' Public Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) for all liability arising out of bodily injuries to or death of one person and, subject to that limit for each person, One Million Dollars (\$1,000,000) for all liability arising out of bodily injuries to or death of two or more persons in one accident or occurrence; and (ii) regular Contractors' Property Damage Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) for each occurrence for all liability arising out of damage to or loss or destruction of property. Licensee and all its contractors and subcontractors shall be named insureds either in a single policy of insurance complying with the requirements of this Section or in separate policies maintained during such periods as such contractors and/or subcontractors shall perform any work hereunder. The policy or policies insuring Licensee shall insure Licensee's contractual liability in favor of Santa Fe contained in Section 7 of this License.

22. Licensee agrees to furnish or arrange to have furnished to Santa Fe certificates reflecting the insurance coverage or certified copy of insurance policy, if requested by Santa Fe, as required by Section 21 hereof. Certificates reflecting the coverage required above shall unqualifiedly require thirty (30) days' notice to Santa Fe of cancellation or modification of the insurance referred to in such certificates.
23. Licensee shall not be permitted to exercise the license and permission granted hereunder until notified by Santa Fe that insurance furnished pursuant to Section 21 hereof is satisfactory.

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IN WITNESS WHEREOF, the parties have executed this License, in duplicate, as of the day and year first above written.

APPROVED AS TO FORM

W. L. G. G. G.
Attorney

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
One Santa Fe Plaza
5200 E. Sheila Street
Los Angeles, CA 90040

By *W. D. Bentley*
Its _____

CITY OF REDLANDS

P.O. Box 280
Redlands, CA 92373

By *Carole B. B. B.*
Its Mayor
(Licensee)

Approved:
As to Specifications:

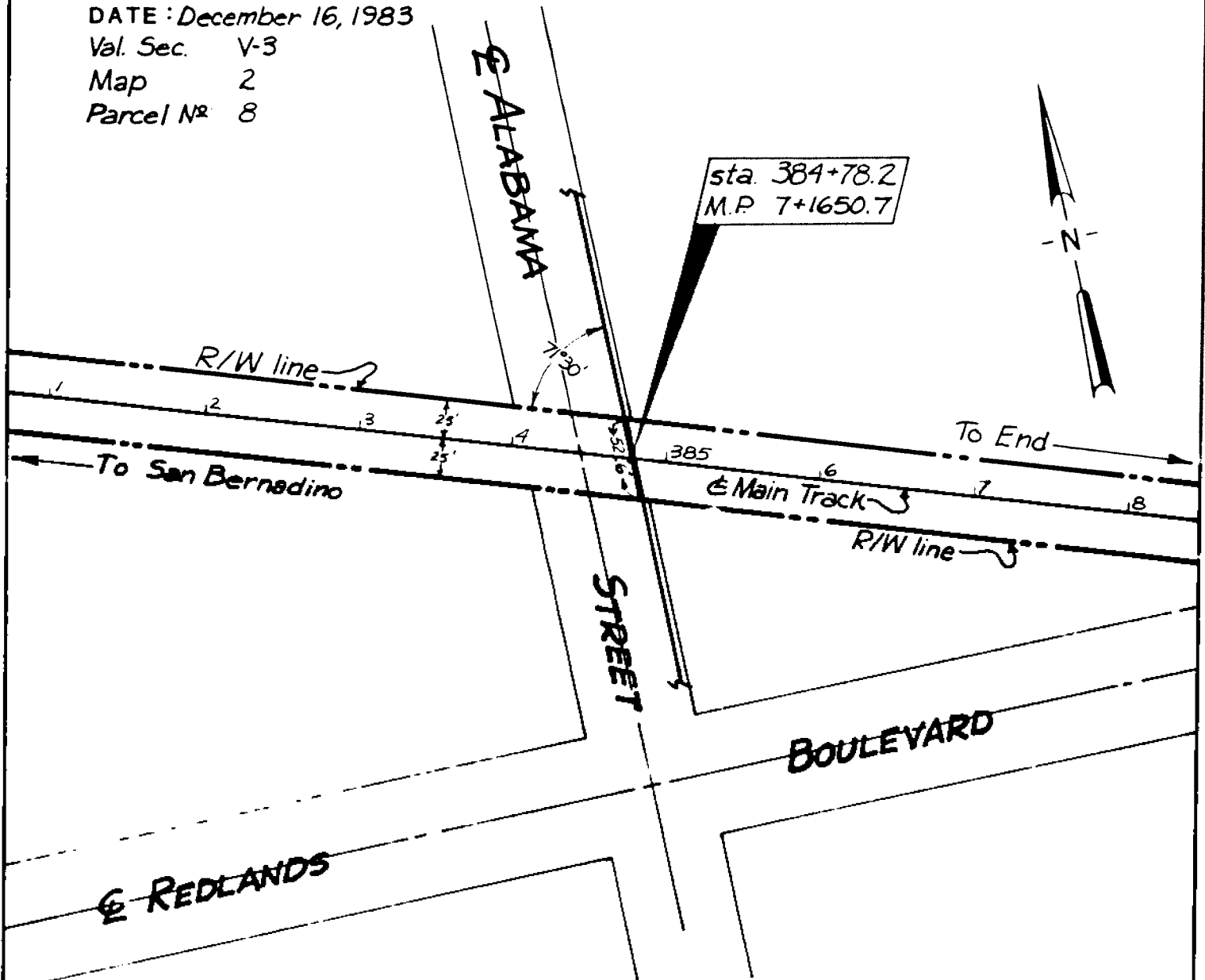
Superintendent of Communications

EXHIBIT "A"

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

CHICAGO, ILLINOIS
SCALE: 1 IN. TO 100 FT.
Los Angeles DIV.
Redlands DIST.
DATE: December 16, 1983
Val. Sec. V-3
Map 2
Parcel No 8

H.G. Webb
CHIEF ENGINEER
DESCRIPTION APPROVED



DESCRIPTION OF WIRES UNDER TRACK WIRES LOCATED AS SHOWN

TYPE	NUMBER	VOLTAGE	SIZE & TYPE OF CONDUIT	BASE OF RAIL TO TOP OF CONDUIT
traffic sign case	one	N.A.	1-2 6" - 1 1/2" steel	3.5' min.

Near Redlands
San Bernadino County, California

C.E. DRAWING NO. 1 - 01024