

THIS INDENTURE, made this 12th day of April, 1963, by and between SOUTHERN PACIFIC COMPANY, a Delaware corporation, herein termed "Railroad", and the CITY OF RIVERSIDE, a municipal corporation of the State of California, herein termed "Grantee";

WITNESSETH:

1. Railroad, for and in consideration of the sum of Fifty Dollars (\$50) to be paid to Railroad by Grantee, and in further consideration of the faithful performance by Grantee of all the terms, covenants and conditions herein contained, hereby grants to Grantee an easement to construct, reconstruct, maintain and operate one (1) twenty-four-inch (24") diameter water pipeline within a thirty-two-inch (32") inner diameter steel casing pipe, hereinafter termed "structure", beneath the tracks and property of Railroad in the City of Riverside at Railroad's station of Orange Center-Iowa Avenue, Riverside County, California, crossing beneath the center line of Railroad's tracks at Engineer Station 437+84, in the location shown in red on the print of Railroad's Los Angeles Division Drawing B-4189, Sheet No.2 of 2, as revised January 8, 1963, attached hereto.

Said structure shall conform to specifications indicated on the print of Railroad's Drawing C.S.1741, also attached hereto.

12/17 RK

2. 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.

3. 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.

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

5. Grantee shall bear the entire cost and expense of constructing, reconstructing and maintaining said structure upon said property. Grantee agrees that all work upon or in connection with said structure shall be done at such times and in such manner as not to interfere in any way whatsoever with the operations of Railroad. The plans for and the construction of said structure shall be subject to the approval of Railroad.

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 structure, including, but not limited to, the installation and removal of such falsework and other protection beneath or along Railroad's tracks, and the furnishing of such watchmen, flagmen and inspectors as Railroad deems necessary.

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

6. As part consideration, Grantee agrees to pay Railroad an amount equal to any and all 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 structure upon said property commenced within one (1) year from the date first herein written.

7. Grantee, its agents and employees, shall have the privilege of entry on said property for the purpose of constructing, reconstructing, maintaining and making necessary repairs to said structure. Grantee agrees to keep said property in a good and safe condition free from waste, so far as affected by Grantee's operations, to the satisfaction of Railroad. If Grantee fails to keep said property in a good and safe condition free from waste, then Railroad may perform the necessary work at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

8. In the event any work upon or in connection with said structure or its appurtenances, to be done upon or adjacent to the tracks and property of Railroad, should be let to a contractor by Grantee, such work shall not be begun until such contractor shall have first entered into an agreement with the railroad company which

operates on said property, satisfactory to said company and indemnifying Railroad from and against all claims, liability, cost and expense growing out of the performance of the work to be done by such contractor.

Such contractor shall furnish, at the option of and without expense to Railroad, a reliable surety bond, in an amount and in a form satisfactory to said company, guaranteeing the faithful performance of all the terms, covenants and conditions contained in said agreement, and a certified copy of a policy of Public Liability and Property Damage Insurance, within limits specified by, and in a form satisfactory to, said company, covering the contractual liability assumed by contractor in said agreement to be entered into with said company by such contractor.

9. Grantee shall assume all risk of damage to said structure 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.

Grantee agrees to indemnify and save harmless Railroad, its officers, employees, agents, successors and assigns from all claims, liability, cost and expense, howsoever same may be caused, including reasonable attorney's 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 structure, regardless of any negligence or alleged negligence on the part of Railroad employees.

The word "Railroad" as used in this Section 9 shall be construed to include, in addition to Railroad, the successors, assigns and affiliated companies of Railroad and any other railroad company that may be lawfully operating upon and over the tracks crossing said structure, and the officers and employees thereof.

10. 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 own cost and expense, agrees to remove said structure from said property and restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said structure. Should Grantee in such event fail, neglect or refuse to remove said structure and restore said property, such removal and restoration may be performed by Railroad at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

11. 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 in duplicate as of the day and year first herein written.

SOUTHERN PACIFIC COMPANY

By W. J. [Signature]
(Title) Assistant Vice President

Attest T. J. [Signature]
Assistant Secretary

Value of interest conveyed herein does not exceed \$100.

CITY OF RIVERSIDE

By E. J. [Signature]
Mayor

Virginia [Signature]
Clerk

APPROVED AS TO DESCRIPTION

By [Signature]
Public Utilities Director

APPROVED AS TO FORM

[Signature]
CITY ATTORNEY

CONSENT TO RECORDATION

THIS IS TO CERTIFY that the interest in real property conveyed by the Deed or Grant dated 4-12-63
From: S. Pacific Company
For: Sugarloaf Res. Pipeline Cross. S. Pac. R.R.
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. 2374 O.R. pg. 339 Et Seq. Riverside County Records, and the Grantee hereby consents to recordation of this instrument through the undersigned,

Dated 5-10-63
[Signature]
Property Management Officer

Return Deed to: Office of City Clerk
Riverside, California

Note: For pipe lines carrying flammable substances see C.S. 1742.

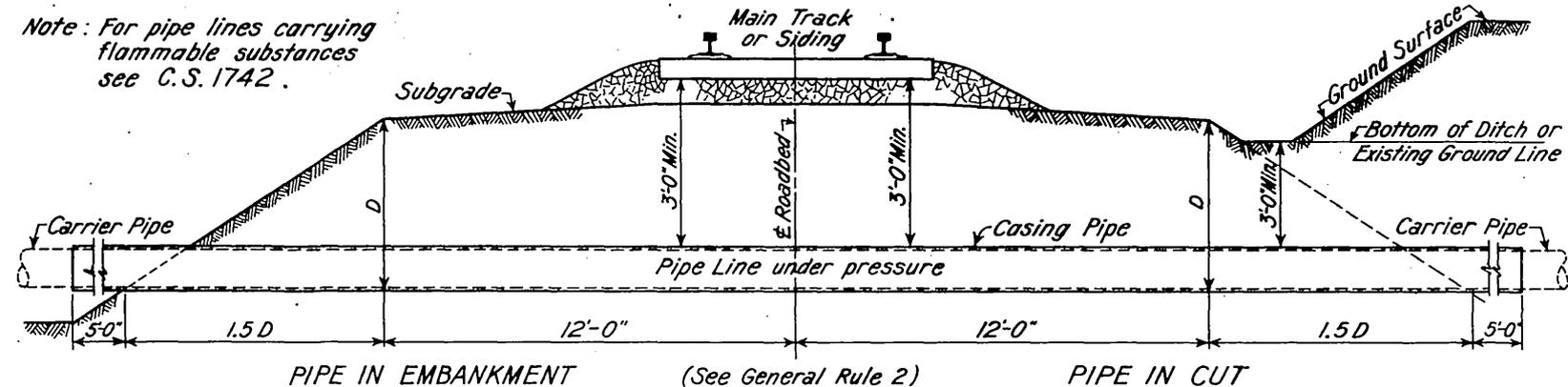


TABLE I
THICKNESS OF PIPE CASINGS FOR SUPPORTING TRACK

Inside Diameter Inches	Corrugated Iron Pipe U.S. Std. Gage No.	Smooth Steel Pipe Min. Thickness Inches
4 to 10	14	1/8
12	14	3/16
15, 18	14	1/4
21, 24	12	1/4
30, 36	10	5/16
48, 54, 60	8	

TABLE II
CONCRETE ENCASEMENT FOR PIPES

d Inches	A Inches	Number of Longitudinal 1/2" Bars
10, 12	4	4
15	5	4
18	5	8
21, 24, 27	6	8
30	7	12
33	8	12
36	9	12

RULES GOVERNING THE INSTALLATION OF PIPE LINES TRANSMITTING WATER OR OTHER NON-FLAMMABLE SUBSTANCES WHEN CROSSING UNDER TRACKS:

GENERAL

- Distance from bottom of tie to top of pipe, casing or concrete encasement shall be not less than 3'-0".
- Pipe lines under pressure, crossing main tracks and sidings, shall be installed in an approved casing. Length of such casing shall be as shown on the drawing above.
- Pipe lines under pressure crossing tracks other than main tracks and sidings, and pipe lines not under pressure crossing any track, do not require a casing provided the carrier pipe is of sufficient strength to support the track and has water-tight joints. For such pipe lines, casings lighter than specified in Table I for supporting track may be used for installing pipe, provided the space between carrier pipe and casing is backfilled with grout or sand.
- If carrier pipe does not have sufficient strength to support track, casing or concrete encasement must be installed. Length of casing measured at right angles to track shall extend each side of center line of track four feet plus the vertical distance from bottom of tie to top of casing or encasement, but not less than ten feet, except that where casing is installed through railroad embankment it shall extend beyond slope of embankment.
- No pipe lines shall be laid through or under bridges or culverts, where there is likelihood of restricting the area required for the purpose for which the bridges or culverts were built, or endangering foundations of important structures.
- If additional tracks are constructed in the future, the protection shall be correspondingly extended.
- Inverted siphons for drainage or irrigation ditches (C.S. 1705) using steel pipe with welded or screwed joints or corrugated iron pipe with all seams and joints close riveted and soldered, having a diameter of 48 inches or less and the required strength to support track, may be installed without a casing.

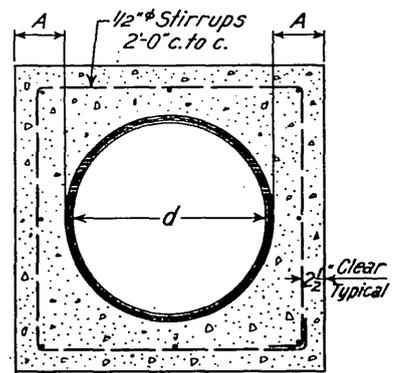
CASINGS

- Casing may be of either corrugated iron, smooth steel or concrete. It shall have sufficient strength to support track, except that a lighter casing may be used for installation purposes as provided in General Rule 3 above.
- Nestable (knocked down) type plain galvanized corrugated pipe of gage corresponding to requirements of Table I may be used to protect carrier pipes that are already in place.

- Metal casing for supporting track shall conform to thicknesses shown in Table I and shall have joints of either screw, welded or riveted type. It shall be galvanized or shall be dipped in preservative material and thoroughly coated inside and outside. If preservative material cannot be used on inside of casing, then the casing shall be at least one gage or 1/16" thicker than otherwise required.
- Concrete casing for supporting track shall have the strength specified in current ASTM Serial Designation C-76, Class IV. All joints shall be water-tight and of an approved type of construction.
- The inside diameter of casing shall be at least 2 inches greater than the largest outside diameter of carrier pipe.
- Sizes of casing larger than shown in Table I are special cases and will be decided upon their merits.
- Casing shall be so installed as to prevent formation of waterway under the railway. It shall have even bearing throughout its length and shall slope toward one end.
- When practicable, casing may be installed by the jacking or boring method. If installed by tunneling, space around carrier pipe must be backfilled with grout or sand.
- When placed in open cut, pipe lines having diameter of 36" or less, when crossing tracks other than main tracks and sidings, may be encased in concrete as shown in Table II.
- Where the ends of the casing are below ground, they shall be suitably protected against the entrance of foreign material, which might prevent ready removal of the carrier pipe.
- Where the ends of the casing are at or above ground surface and above high water level, they may be left open, provided drainage is afforded in such a manner that leakage will be conducted away from the roadbed and structures.
- Requirements for casings for pipes under main tracks and sidings in dedicated streets may be modified when authorized by Chief Engineer.

CARRIER PIPE

- Carrier pipe shall be of an approved type with water-tight joints.
- Corrugated iron, smooth steel or concrete carrier pipe when used without a casing shall have the same strength as required above for casings.
- Cast iron carrier pipe used without a casing shall have a thickness not less than that specified for Class 150 Cast Iron pipe.



SOUTHERN PACIFIC LINES
COMMON STANDARD
PIPE LINES
FOR NON-FLAMMABLE SUBSTANCES
CROSSING UNDER TRACK

NO SCALE

ADOPTED APR. 20, 1953
REVISED JULY 24, 1961

4640

CITY OF RIVERSIDE

COUNCILMEN
 --- VORIS ---
 --- SANSONE ---
 --- O'NEILL ---
 --- JOHNSON ---
 --- BONNETT ---
 --- BERGLIN ---
 --- BACKSTRAND ---

Minutes of Regular Meeting of the City Council
 Date of Meeting: March 12, 1963
 Time of Meeting: 9:00 A. M.
 Place of Meeting: Council Chamber, City Hall

Roll Call:

Present X X X X X X X X

Recess was declared until the hour of 1:30 P.M., this day, at which time the City Council reconvened with all Members present except Councilmen Backstrand, O'Neill and Sansone.

A A A

Councilmen Backstrand and O'Neill entered at this time.

X X

In consideration of the recommendation from the Board of Public Utilities, approval was given an Easement Agreement by and between the Southern Pacific Company and the City of Riverside, wherein the Railroad for the consideration of \$50.00 grants to the City an easement to construct, maintain and operate a 24-inch diameter water pipeline within a 32-inch diameter steel casing across the railroad right of way south of Marlborough Avenue easterly of Rustin Avenue, which is necessary for access to the Sugarloaf Reservoir site; and execution was authorized and directed.

Motion X
 Second X
 All Ayes

Certified to be a full, true and correct copy of a Minute Action of the City Council as the same appears on Pages 189 and 190, Book 48, of City Council Minutes.

William J. Strohecker
 City Clerk of the City of Riverside

Dated this 19th day of March, 1963.

RECORDED
 INDEXED

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 INDEXED
 1963

W. W. DeLoach
 Recorder
 FEES \$

BOOK 3391 PAGE 469
 At Secy. Records of Riverside County, California

RECEIVED FOR RECORD
 MAY 10 1963
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 At Request of
 Recorded in Official Records

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CITY OF RIVERSIDE — INTER-OFFICE COMMUNICATION

DATE March 11, 1963

TO: Mr. Ken Hunter
City Manager

FROM: Everett C. Ross
Public Utilities Director

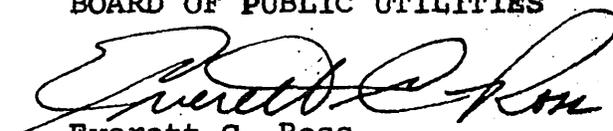
SUBJECT: Easement from the Southern Pacific Company

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

Recommendation was made to Council that an easement document be executed with the Southern Pacific Company wherein the railroad grants to the City an easement to construct, maintain and operate a 24-inch diameter water pipeline within a 32-inch diameter steel casing across the railroad right of way south of Marlborough Avenue easterly of Rustin Avenue for a consideration of \$50.00. This pipeline easement is necessary for access to the Sugarloaf Reservoir site.

Respectfully submitted,

BOARD OF PUBLIC UTILITIES



Everett C. Ross
Secretary

MAR 12 1963

V48 P 189

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