

THIS INDENTURE, made this 8th day of February, 1963, by and between SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware, herein termed "Railroad", and CITY OF RIVERSIDE, a municipal corporation of the State of California, herein termed "Grantee";

WITNESSETH:

1. Railroad, for and in 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) 15-inch diameter vitrified clay sewer pipe line within a 28-inch outer diameter casing pipe, hereinafter termed "structure", beneath the tracks and property of Railroad in the City of Riverside, County of Riverside, State of California, crossing the the tracks and property of Railroad at its Engineer Station 491+65, in the approximate location illustrated on the attached print of Railroad's Los Angeles Drawing A-5559, Sheet No. 1, as revised November 12, 1962.

Such structure shall be constructed and maintained in accordance with the specifications indicated on the print of Railroad's Drawing C.S. 1741, also attached hereto.

APPROVED AS TO DESCRIPTION

J. F. MARTINEK  
Director of Public Works

By J. F. Martinek  
Assistant City Engineer

ES 3-11-63

*Check Office  
Courthouse  
Riverside*

PHOTOSTATED  
COMPARED  
City of Riverside

RECEIVED FOR RECORD

MAR 11 1963

30 Min. Per. - Technical  
At Request of  
City of Riverside  
Recorded in Official Records

*City of Riverside*

BOOK 3340 PAGE 188

City of Riverside, California  
City of Riverside, California

*W. G. DeLoach*

FEE \$1.00

24172

3/5

12/18-1 RK

4572

INDEXED  
Book & Page

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

BOOK 3340 PAGE 190

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. Should Grantee, its successors and 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.

10. 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. Gaudin  
(Title) Assistant Vice President

Attest: J. H. Ryan  
Assistant Secretary

CITY OF RIVERSIDE

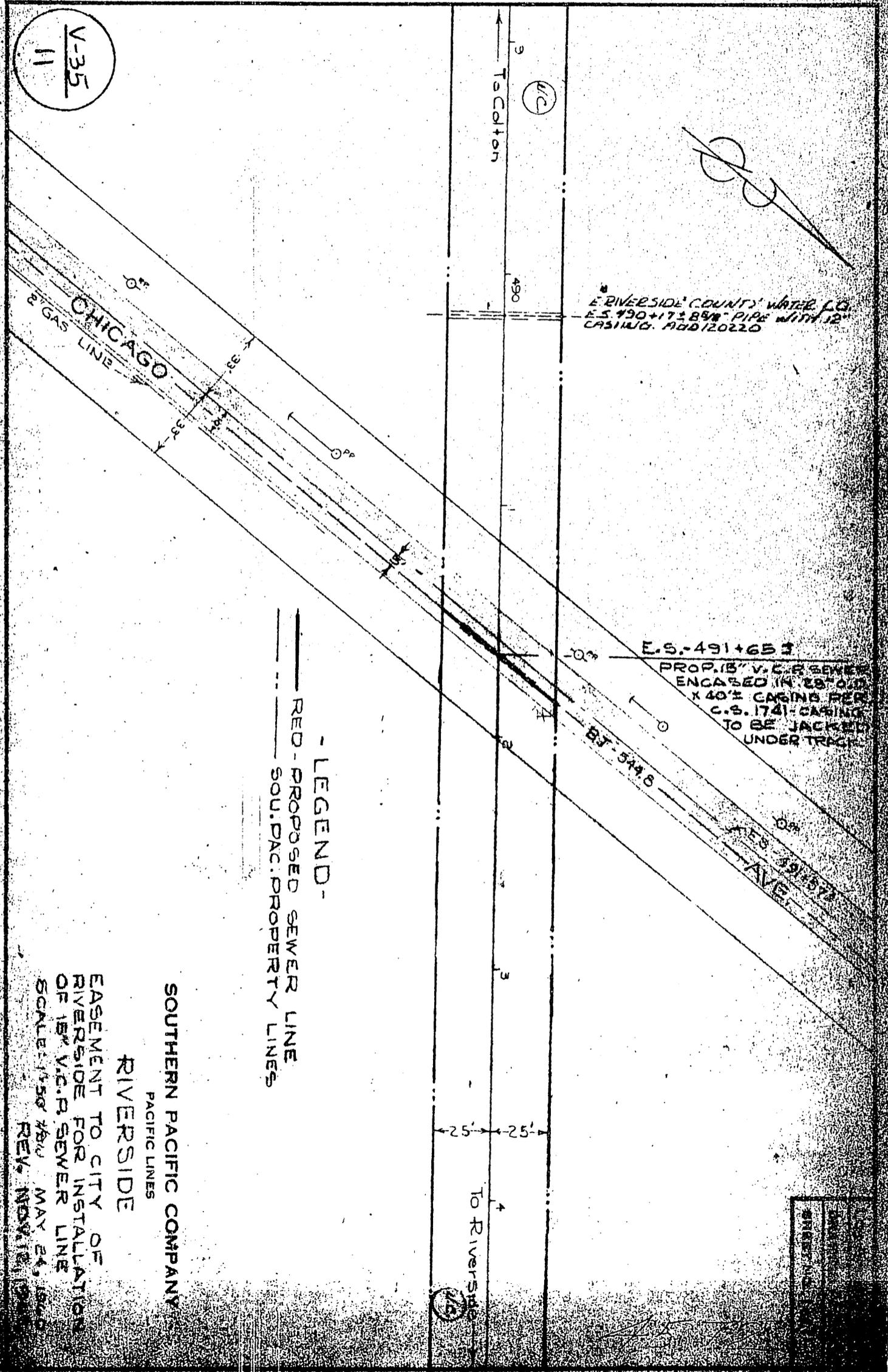
By E. J. Sales  
Mayor

Attest Virginia J. Stralacke  
Clerk

APPROVED AS TO FORM AND LEGALITY  
J. H. Ryan  
CITY ATTORNEY

4572

V-35  
11



- LEGEND -  
 — RED - PROPOSED SEWER LINE  
 - - - - - SOU. PAC. PROPERTY LINES

E. RIVERSIDE COUNTY WATER CO.  
 E.S. 490+17.85' 12" PIPE WITH 12"  
 CASING. ADD 120220

E.S. 491+65.3  
 PROP. 18" V.C.P. SEWER  
 ENCASED IN 28" O.D.  
 X 40" CASING PER  
 C.S. 1741 - CASING  
 TO BE JACKED  
 UNDER TRAIL

BT 544.6

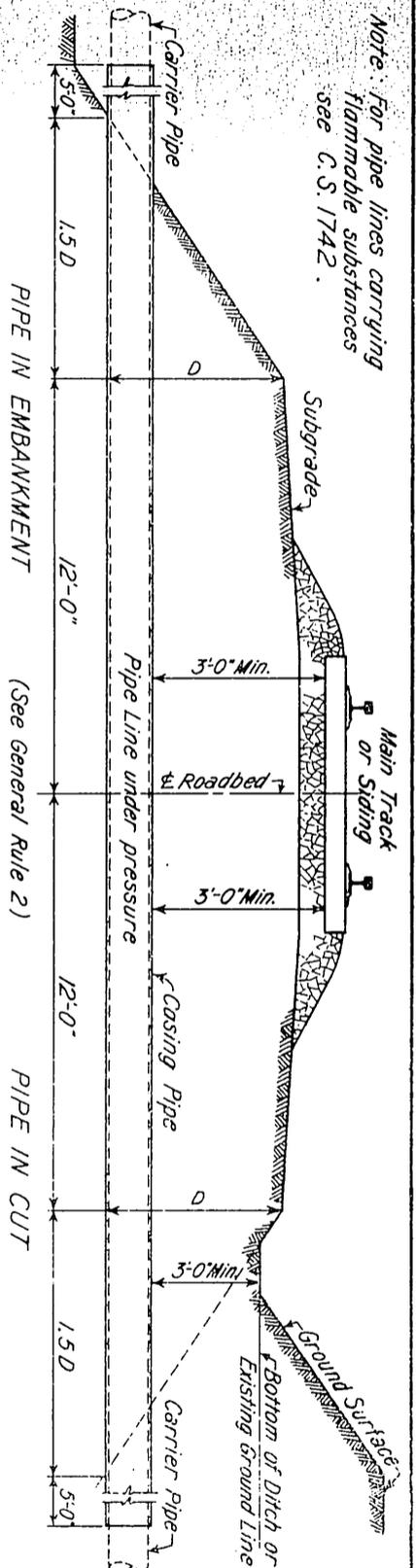
E.S. 491+57.2  
 AVE



SOUTHERN PACIFIC COMPANY  
 PACIFIC LINES  
 RIVERSIDE  
 EASEMENT TO CITY OF  
 RIVERSIDE FOR INSTALLATION  
 OF 18" V.C.P. SEWER LINE  
 SCALE: 1" = 50' H.S.U. MAY 24, 1920  
 REV. NOV. 18, 1920

DRAWN

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



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

**GENERAL**

1. Distance from bottom of tie to top of pipe, casing or concrete encasement shall be not less than 3'-0".
2. 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.
3. 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.
4. 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 the 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.
5. 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.
6. If additional tracks are constructed in the future, the protection shall be correspondingly extended.
7. 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**

1. 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.
2. 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.

**PIPE IN CUT**

1. 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 1/8" thicker than otherwise required.
2. 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.
3. The inside diameter of casing shall be at least 2 inches greater than the largest outside diameter of carrier pipe.
4. Sizes of casing larger than shown in Table I are special cases and will be decided upon their merits.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. Requirements for casings for pipes under main tracks and sidings in dedicated streets may be modified when authorized by Chief Engineer.

**CARRIER PIPE**

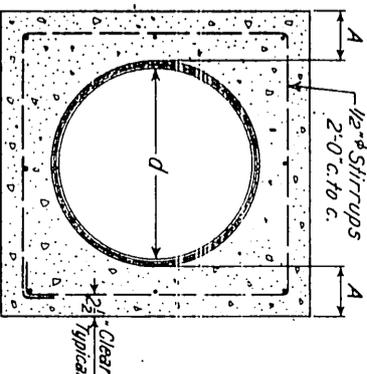
1. Carrier pipe shall be of an approved type with water-tight joints.
2. Corrugated iron, smooth steel or concrete carrier pipe when used without a casing shall have the same strength as required above for casings.
3. Cast iron carrier pipe used without a casing shall have a thickness not less than that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

**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	3/8

**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



**SOUTHERN PACIFIC LINES COMMON STANDARD PIPE LINES**

**FOR NON-FLAMMABLE SUBSTANCES CROSSING UNDER TRACK**

NO SCALE

ADOPTED APR. 20, 1953  
REVISED JULY 27, 1951

C.S. 1741

4572