

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name

Street
AddressCity
State
Zip

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ALSO ASSIGNED
LEASE

AUDIT NO.

19/867

RELMIS: BP-546.12 (N)

DEED

AUDIT No.

60609

THIS ~~INDENTURE~~, made this 26th day of August, 1980, by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, herein termed "Railroad," and CITY OF REDLANDS, a municipal corporation of the State of California, address: 30 Cajon Street, Redlands, California 92373, herein termed "Grantee;"

WITNESSETH:

1. Railroad hereby grants to Grantee, subject to the reservations, covenants and conditions herein contained, the right to reconstruct, maintain and operate a six (6) inch water pipeline, hereinafter termed "structure," in, upon, along, across and beneath the property and tracks of Railroad, at or near Motor Junction, in the County of San Bernardino, State of California, crossing the center line of said tracks at Engineer's Station 101+77, Mile Post 546.12, in the location shown on the print of Railroad's Los Angeles Division Drawing LADE-02, Sheet No. 2, dated January 3, 1980, attached and made a part hereof.

1-a. It is understood and agreed that said structure shall be installed by Mark A. Ostoich under separate arrangement with Railroad. This indenture shall not become effective until such date as the Grantee has accepted the said structure into its utility system. Grantee agrees to notify Railroad of such date.

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2. Project markers in form and size satisfactory to Railroad, identifying the facility and its owner, will be installed and constantly maintained by and at the expense of Grantee at Railroad property lines or such locations as Railroad shall approve. Such markers shall be relocated or removed upon request of Railroad without expense to Railroad.

Absence of markers does not constitute a warranty by Railroad of no subsurface installations.

3. This grant is made subject and subordinate to the prior and continuing right and obligation of Railroad, its successors and assigns, to use all the property described herein in the performance of its duty as a common carrier, and 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 pipeline facilities and appurtenances in, upon, over, under, across and along said property.

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

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

6. Grantee shall bear the entire cost and expense of ~~constructing~~ ~~ing~~ 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 or reconstruction~~ 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.

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

8. In the event of leakage or spillage from said structure or any vehicle in the control or custody of Grantee or any contractor for Grantee, Grantee shall, at its own expense, promptly clean Railroad's premises to the satisfaction of Railroad, the Environmental Protection Agency and/or any public body having jurisdiction in the matter. Any expense of required compliance with federal, state or local environmental regulations incurred by Railroad or Grantee shall be borne by Grantee, including any fines and judgments levied against Railroad or its property.

9. 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.

10. Grantee, its agents and employees subject to provisions hereof, 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 give Railroad five (5) days' written notice prior to commencement of any work on said structure, except emergency repairs, in which event Grantee shall notify Railroad's authorized representative by phone. Grantee agrees to keep said property and said structure in 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 and said structure 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.

11. 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 Railroad, satisfactory to Railroad, 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 Railroad guaranteeing the faithful performance of all the terms, covenants and conditions contained in said agreement.

12. 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 incident to the ~~construction~~, reconstruction or maintenance of said structure, 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.

Insofar as it lawfully may, Grantee agrees to release and indemnify Railroad, its officers, employees, agents, successors and assigns, from all claims, liability, cost and expense howsoever same may be caused, including reasonable attorney fees, for loss of or damage to property and for injuries to or death of persons arising out of the ~~construction~~ reconstruction, maintenance, presence, use or removal of said structure, regardless of any negligence or alleged negligence on the part of Railroad employees.

The word "Railroad," as used in this section, 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 or adjacent to said structure, and the officers and employees thereof.

13. 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, or Railroad may, at its option, assume ownership of said structure.

14. 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 the day and year first herein written.

SOUTHERN PACIFIC TRANSPORTATION
COMPANY,

CITY OF REDLANDS,

By

W. J. Donald
(Title) Assistant Manager
Contract Dept.

By

Edith C. DeMunn
Mayor

Attest:

E. J. Lammer
Assistant Secretary

By

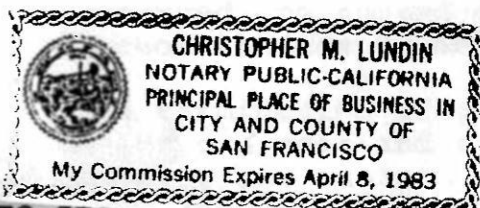
Peggy A. Spivey
Clerk

Insofar as it lawfully may, Grantee agrees to release and indemnify Railroad, its officers, employees, agents, successors and assigns, from all claims, liability, cost and expense howsoever same may be caused, including reasonable attorney fees, for loss of or damage to property and for injuries to or death of persons arising out of the ~~construction~~ reconstruction, maintenance, presence, use or removal of said structure, regardless of any negligence or alleged negligence on the part of Railroad employees.

The word "Railroad," as used in this section, 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 ~~upon~~ and over the tracks crossing or adjacent to said ~~thereof~~.

STATE OF CALIFORNIA
City and County of San Francisco)

On this 26th day of August in the year One Thousand Nine Hundred and Eighty, before me, CHRISTOPHER M. LUNDIN (One Market Plaza), a Notary Public in and for the City and County of San Francisco, State of California, for the City and County of San Francisco, State of California, personally appeared W. J. Honold known to me to be the Assistant Manager, Contract Department, of the corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named and he acknowledged to me that such corporation executed the same.



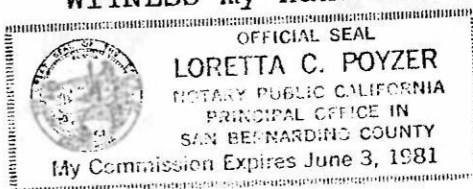
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Christopher M. Lundin
Notary Public in and for the City and County of
San Francisco, State of California

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS.

On October 9, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Charles G. DeMirjyn known to me to be Mayor and Peggy A. Moseley known to me to be City Clerk of the City of Redlands that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the City of Redlands, and acknowledged to me that they executed the within instrument pursuant to minutes of the City Council of the City of Redlands.

WITNESS my hand and official seal.

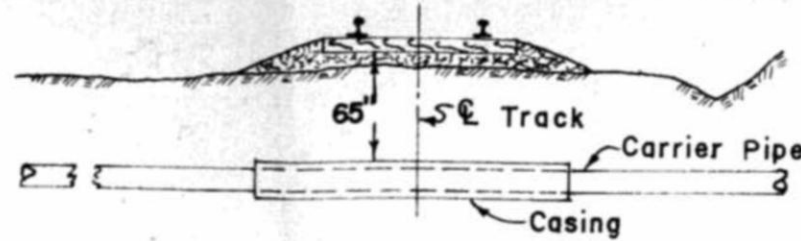


Loretta C. Poyzer
Loretta C. Poyzer
My Commission Expires 6/3/81

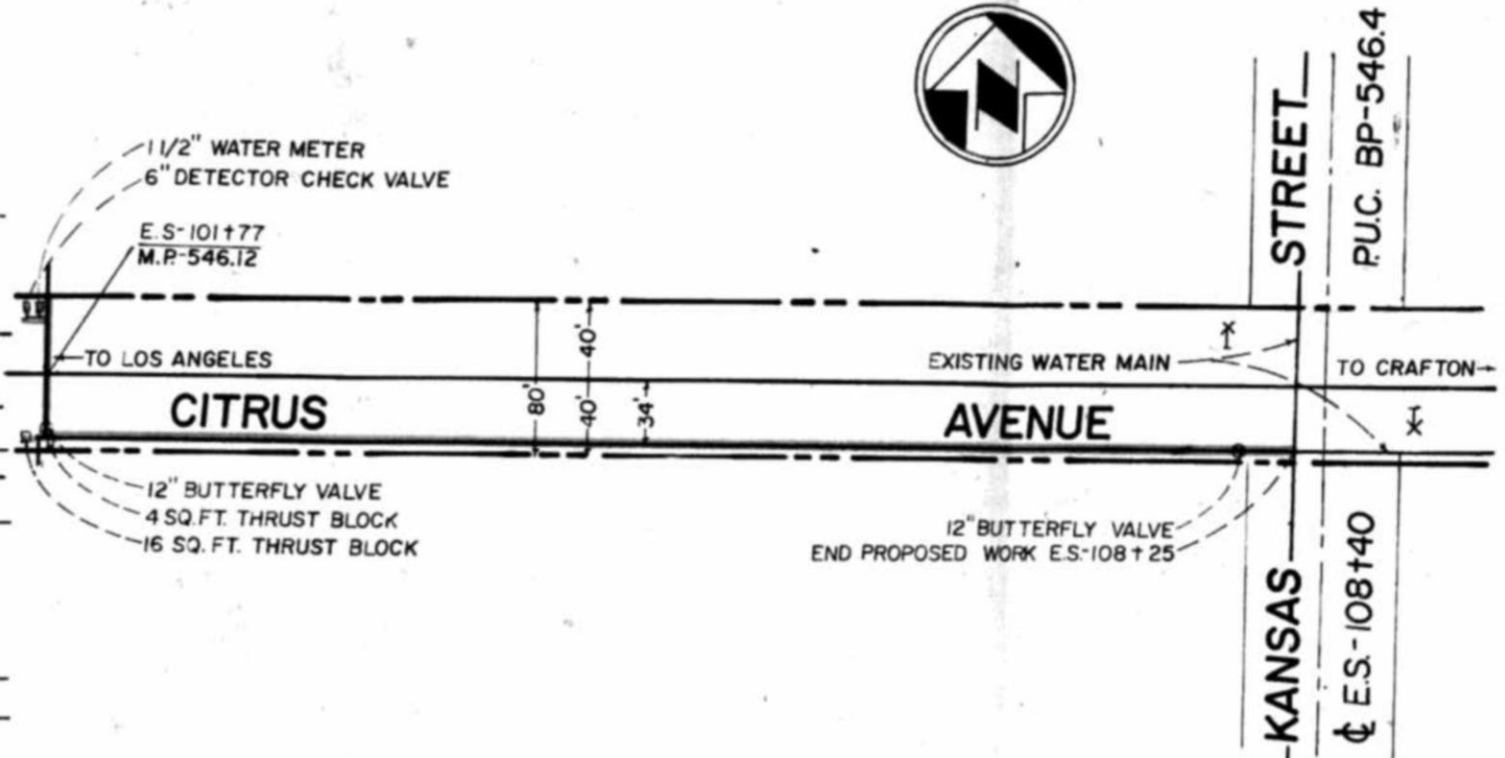
L9

LINE REDLANDS BRANCH
 ES 101+77 MP BP-546.12
 STATION MOTOR JCT.
 APPLICANT City of Redlands
 ADDRESS 30 Cajon st.
 CITY Redlands STATE Ca. ZIP 92373
 FACILITY Water Pipe Line
 PURPOSE Water Service

1. Materials and installation as per
 CE CS 1741
2. Is pipe under pressure yes
3. Distance from bottom of tie to top
 casing: 65" if less than
 3'-0" why.
4. If pipe carries Flammable Substances
 and has casing, number and location
 of vents:
5. Materials:
 Carrier Pipe: Steel-C.M.L & C.
 Casing:
6. Diameter: Casing:
 Carrier Pipe: 6"
7. Pipe Wall Thickness (of casing if used,
 otherwise carrier pipe):
 Smooth Steel (IN.): .313 in
 Corr. Metal (GAGE):
8. Pipe Length:
 Carrier Pipe: 80'
 Casing:
9. If pipe is reinforced concrete-A.S.T.M.
 Class Designation:
10. If pipe is cast iron-A.W.W.A. Class:
11. Furnish Sketch:
 Plan, cross section and description of track
 or tracks under which proposed pipe is to
 be placed together with all necessary
 dimensions:



Southern Pacific Transportation Company	
Office of Division Engineer 610 South Main Street, Los Angeles, California, 90014	
SCALE <u>1"=100'</u>	LOS ANGELES OFFICE
DRAWN BY <u>JC</u> CHECKED BY <u>AL</u> VAL. SEC. <u>34</u> SHEET <u>1</u>	
ROUTE NO. <u>BP MP 546.12</u>	DRAWING NO. <u>LADE-02</u>
DATE <u>1-3-80</u>	SHEET NO. <u>2</u>
REVISED TO <u> </u>	FILE DRAWER <u>N</u>



LEGEND

--- Sou. Pac. Property Lines — Red — Proposed Facility ⊗ Underground Marker

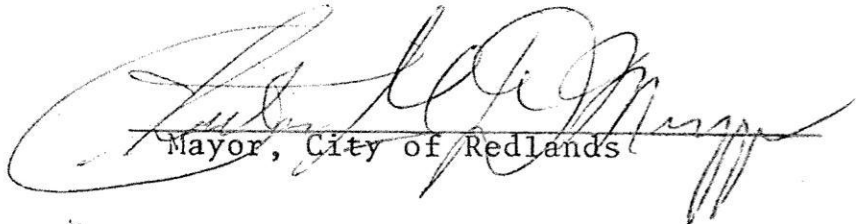
RESOLUTION NO. 3719

A Resolution of the City Council of the City of Redlands Authorizing the Execution and Acceptance of an Agreement with The Southern Pacific Transportation Company for the Installation of a 6-Inch Waterline in Citrus Avenue west of Kansas Street, dated August 26, 1980.

NOW THEREFORE, be it resolved by the City Council of the City of Redlands, as follows:

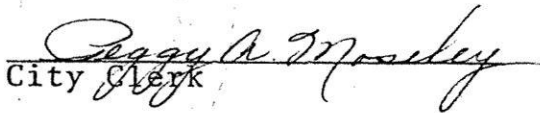
1. That the City of Redlands enter into an agreement with the Southern Pacific Transportation Company, dated August 26, 1980, for the installation of a 6-Inch waterline across the Company's real property and tracks in Citrus Avenue, west of Kansas Street.
2. That the Mayor and City Clerk are hereby authorized to execute the agreement dated August 26, 1980.

ADOPTED, SIGNED AND APPROVED this 7th day of October, 1980.



Mayor, City of Redlands

ATTEST:



City Clerk

APPROVED FOR FORM:

s/ Edward F. Taylor
City Attorney

NEW BUSINESS

Ordinance No. 1736 Water and Sewer Fees	Ordinance No. 1736, an ordinance of the City of Redlands amending the Redlands Ordinance Code concerning refunds of water and sewer installation fees was given first reading of the title and laid over under the rules with second reading set for October 21, 1980, at 7:00 P.M. This was discussed briefly; former Councilman Knudsen requested that Council extend the time period for receiving reimbursement to fifteen years under this new ordinance.
Resolution No. 3715 Traffic Signals Agreement	On motion of Councilman Riordan, seconded by Councilman Martinez, Resolution No. 3715, a resolution of the City Council approving Supplement No. 6 of the Master Agreement between the City and State of California for the installation of traffic signals at the intersections of Redlands Boulevard at Alabama Street and Orange Street at Brockton Avenue, was unanimously approved.
Resolution No. 3719 Waterline Agreement	Resolution No. 3719, a resolution of the City Council authorizing and accepting an agreement with the Southern Pacific Transportation Company for the installation of a six-inch waterline in Citrus Avenue, west of Kansas Street, was unanimously adopted on motion of Councilman Roth; seconded by Councilman Martinez, and the Mayor and City Clerk were authorized to sign in behalf of the City.

CITY MANAGER

Bid Call Traffic Signals	On motion of Councilman Martinez, seconded by Councilman Roth, Council unanimously authorized the City Clerk to advertise for bids for the installation of traffic signals at Cajon Street and Olive Avenue, Cajon Street and Fern Avenue, Colton Avenue and Texas Street, Colton Avenue and Church Street, and Citrus Avenue at Judson and Ford Street. This is a budgeted Gas Tax item. Public Works Director Donnelly then explained to audience questions the criteria necessary to permit expenditure of State Gas Tax Funds for traffic signal installation.
Bid Call Street Improvement	The City Clerk was also authorized to advertise for bids for the improvement of the southwest corner of Sessums Drive and Wabash Avenue on motion of Councilman Riordan, seconded by Councilman Roth; this is also a budgeted Gas Tax item.

4080

Approved: 10/7/80

AGREEMENT

Southern Pacific Transportation Co.

Installation of 6-inch waterline in
Citrus Avenue, west of Kansas St.
dated 8/26/80