

Southern Pacific Transportation Company

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1087

Room 251-N Union Station • 800 Northwest Sixth Avenue • Portland, Oregon 97209

IN REPLY PLEASE REFER TO

C. T. BABERS
SUPERINTENDENT
W. F. CURRIER, JR.
ASSISTANT SUPERINTENDENT
J. W. FERGUSON
DIVISION ENGINEER

January 21, 1976

Deed 57206
(Newberg)

City of Newberg
414 East First St.
Newberg, OR 97132

Gentlemen:

SUBJECT: Deed 57206 Easement for installation of 12-inch
water pipeline at MP 748.12, NEWBERG, OR.

Attached for your records is fully executed counterpart
of Indenture dated December 17, 1975, relating to your above
subject installation.

If above installation is to be let to a contractor,
please advise name and address, so we may enter into our
standard form of Contractor's Right of Entry Agreement with
him.

If recorded, please furnish recording data to this
office.

Yours truly,



Attach.

AND WHEN RECORDED MAIL TO

Name

Street
AddressCity
State
Zip

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Mile Post P-748.12-X-N

THIS INDENTURE, made this 17th day of December, 1975,
by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware
corporation, herein termed "Railroad", and CITY OF NEWBERG, a muni-
cipal corporation of the State of Oregon, address: City Hall, Newberg,
Oregon, herein termed "Grantee";

WITNESSETH:

1. Railroad hereby grants to Grantee, subject to the reserva-
tions, covenants and conditions herein contained, the right to
construct, reconstruct, maintain and operate a twelve (12) inch water
pipeline within an eighteen (18) inch casing, hereinafter termed
"structure", beneath the tracks and property of Railroad, at or near
Newberg, in the County of Yamhill, State of Oregon, crossing the
center line of said tracks at Engineer's Station 1394+00, Mile Post
748.12, in the location shown on the print of Railroad's Oregon
Division Drawing L-3414-A, revised August 1, 1975, attached and made
a part hereof.

Said structure shall be installed in accordance with minimum
requirements of Form C.S. 1741, also attached and made a part hereof.

As a part consideration for the rights herein granted, Grantee
shall pay to Railroad the sum of One Hundred Fifty Dollars (\$150).

*

*

*

RECOMMENDED

J. W. Ferguson
Division Engineer

*

*

*

1. The first of the three items mentioned in the above paragraph is the fact that the

the first of the three items mentioned in the above paragraph is the fact that the

the first of the three items mentioned in the above paragraph is the fact that the

the first of the three items mentioned in the above paragraph is the fact that the

the first of the three items mentioned in the above paragraph is the fact that the

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.

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 pipeline 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 or reconstruction of said structure shall be subject to the approval of Railroad. Grantee agrees to give Railroad five (5) days' written notice prior to commencement of any work of construction or reconstruction.

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 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.

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 incident to the construction 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 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 fees, for loss of or damage to property and for injuries to or deaths 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 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.

STATE OF CALIFORNIA

City and County of San Francisco

} ss.

On this 22nd day of December in the year One Thousand Nine Hundred and Seventy five
before me, GENE H. ELLINGER, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared
(One Market St.)

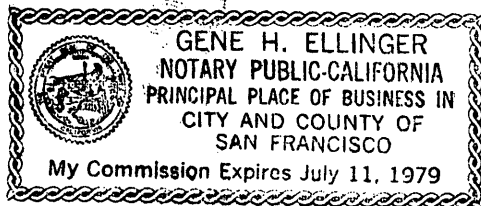
L. D. Blake and A. G. Richards

known to me to be the Manager, Contract Department and
Assistant Secretary

of the corporation described in and that executed the within instrument, and also known
to me to be the person S who executed it on behalf of the corporation therein named
and the Y 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.

Gene H. Ellinger
Notary Public in and for the City and County of San Francisco, State of California.



Corporation

My Commission Expires July 11, 1979

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 the day and year first herein written.

**SOUTHERN PACIFIC TRANSPORTATION
COMPANY,**

By L. A. Blake
(Title) Manager, Contract Dept.

Attest: R. R. R. R.
Assistant Secretary

CITY OF NEWBERG,

By [Signature] Mayor

By [Signature] Finance Officer Clerk

Line NEWBERG BRANCH

E.S. 1394+00 1394+00

M.P. 748+12

Applicant CITY OF NEWBERG

Address CITY HALL

Location NEWBERG, OREGON

Facility WATER MAIN

Purpose DOMESTIC

Materials and Installation as per CE 1741

Is Pipe Under Pressure? YES

Distant From Bottom Of Tie To Top Of Casing 6'-0"

If Less Than 3'-0" Why? —

If Pipe Carries Flammable Substances and has casing, Number and Location of vents —

Materials Carrier Pipe CAST IRON
Casing SMOOTH STEEL

Diameter Carrier Pipe 12"
Casing 18"

Pipe Wall Thickness Smooth Steel 1/4" (In.)
*(Of casing, if used - 2 Corrugated Metal — (Gage)
otherwise carrier pipe)

Pipe Length Carrier Pipe 65'
Casing 22'

If Pipe Is Reinforced Conc. A.S.T.M. Class
Designation —

If Pipe Is Cast Iron A.W.W.A. Class 22

Furnish Sketch 2

Plan, Cross Section and Description of Track or Tracks
Under Which Proposed Pipe is to be placed together
with all necessary dimensions.

V-23
3

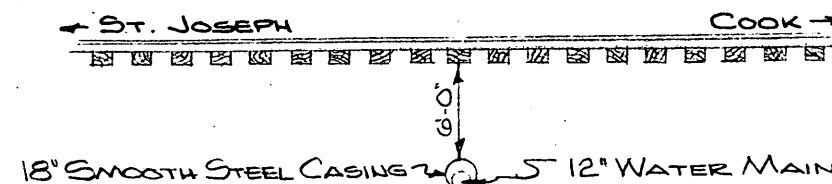
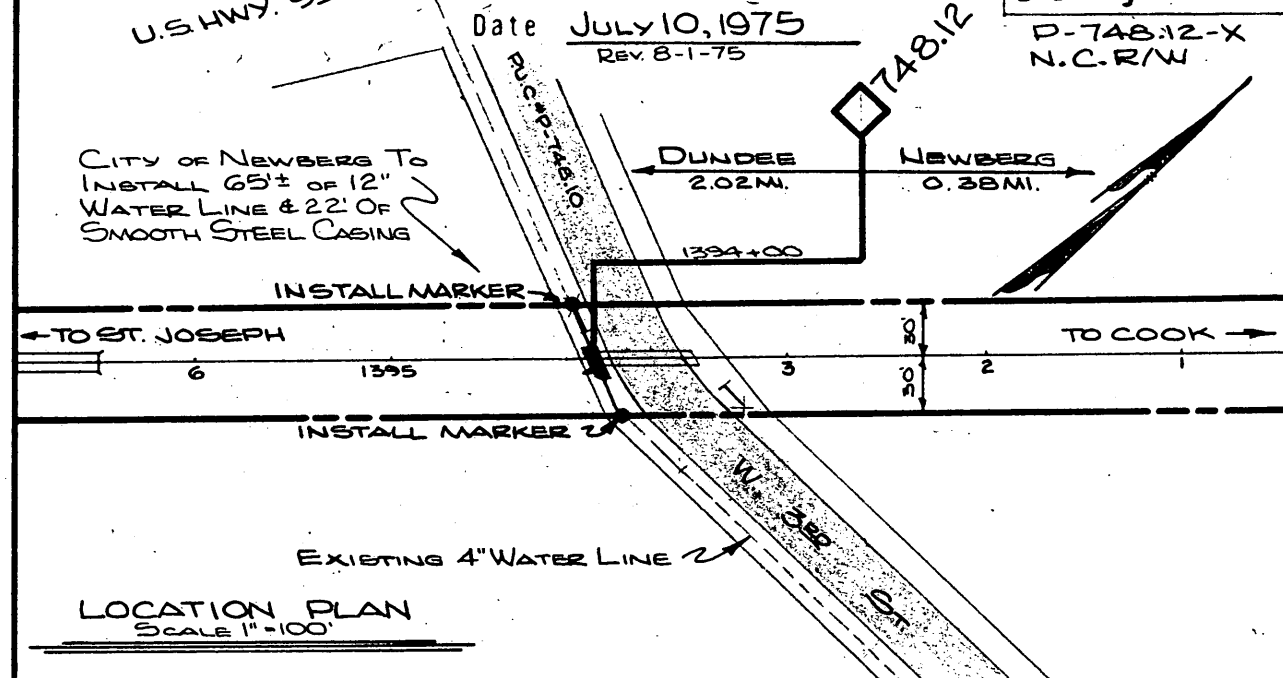
PIPE CROSSING DATA SHEET

Date JULY 10, 1975
REV. 8-1-75

OREGON DIVISION

Drawing L-3414-A

D-748.12-X
N.C.R/W



LEGEND

— RED SHOWS NEW WORK
--- SHOWS S.R.T. CO. PROPERTY LINE

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

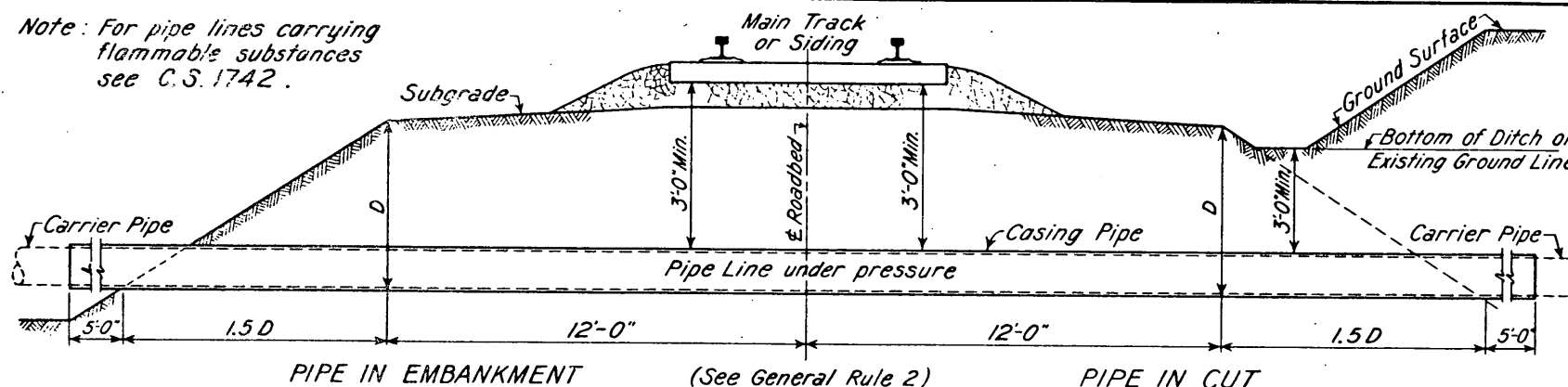


TABLE I
THICKNESS OF PIPE CASINGS
FOR SUPPORTING TRACK

Inside Diameter Inches	Corrugated Iron Pipe U.S. Std. Gage No.	Smooth Steel Pipe U.S. Std. Thickness Inches
4 to 10	14	3/8
12	14	3/8
15, 18	14	1/2
21, 24	12	1/2
30, 36	10	5/8
48, 54, 60	8	5/8

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.

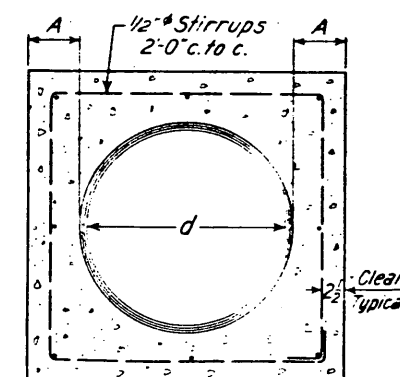
CASINGS

- 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