

RESOLUTION NO. 2348

BE IT RESOLVED by the Albany City Council that it does hereby accept the following deed:


Grantor

Southern Pacific
Transportation Co.

Purpose

The right to construct, reconstruct, maintain, and operate a twelve (12) inch sewer line at or near Millersburg crossing the center line at Engineer's Stations 1353+85 Mile Post C-693.15-X(N).

DATED THIS 25TH DAY OF AUGUST, 1982.



Mayor

ATTEST:




City Recorder

1214

AND WHEN RECORDED MAIL TO

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LEASE
AUDIT No. 196382

DEED
AUDIT No. 61844

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RELMIS: C-693.15-X (N)

THIS INDENTURE, made this 5th day of August, 1982,
by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware
corporation, herein termed "Railroad," and CITY OF ALBANY, a municipal
corporation of the State of Oregon, address: P. O. Box 490, Albany,
Oregon 97321, herein termed "Grantee";

WITNESSETH:

1. That Railroad hereby grants to Grantee, subject to the
reservations, covenants and conditions herein contained, the right to
construct, reconstruct, maintain and operate a twelve (12) inch sewer
line, hereinafter termed "structure," in, upon, along, across and
beneath the property and tracks of Railroad, at or near Millersburg,
in the County of Linn, State of Oregon, crossing the center line of
said tracks at Engineer's Station 1353+85, Mile Post C-693.15-X(N), in
the location shown on the print of Railroad's Oregon Division Drawing
L-5314-A, dated June 16, 1982, 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.

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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, 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, ~~makexchangexinthe~~ ~~xxxxxxx~~ 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.

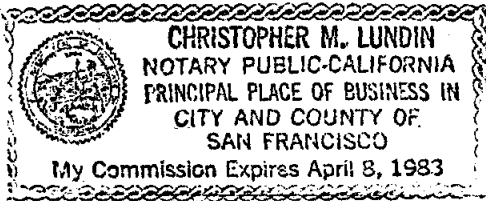
12. Grantee shall assume all risk of damage to said structure and appurtenances and to any other property of Grantee, or any property under the control or custody of Grantee while upon or near the property of Railroad incident to the construction, reconstruction or maintenance of said structure, caused 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.

March, 1980

Insofar as it lawfully may, Grantee agrees to release Southern Pacific Railroad its office

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

ON THIS 5TH DAY OF August, 1982, BEFORE ME, CHRISTOPHER M. LUNDIN (ONE MARKET PLAZA), A NOTARY PUBLIC IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, PERSONALLY APPEARED A. C. DAVIS, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT, AS ASSISTANT MANAGER, CONTRACT DEPARTMENT ON BEHALF OF THE CORPORATION THEREIN NAMED AND ACKNOWLEDGED TO ME THAT THE CORPORATION EXECUTED IT.



Christopher M. Lundin

right, in addition to, and railroad shall at once have the above 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 ALBANY

By

[Signature]
(Title) Assistant Manager, Contract Dept.

By

[Signature]
Mayor

Attest:

[Signature]
Assistant Secretary

By

[Signature]
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 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.

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SOUTHERN PACIFIC TRANSPORTATION
COMPANY

CITY OF ALBANY

By [Signature]
(Title) Assistant Manager, Contract Dept.

By [Signature]
Mayor

Attest: [Signature]
Assistant Secretary

By [Signature]
Clerk

COUNTERSIGNED

E. L. JOHNSON

Vice Pres. & Controller

By [Signature]
SPTCO #224 8/10/82

Form Approved:

Form of Execution Approved:

Madeline P. Sloane

Attorney

312-21
July 1, 1982



Mr. R. D. Krebs:

Attached 2104

MILLERSBURG

(Station)

Approved for Engineering Details, per Drawing L-5314-A

(Dated) (Revised) June 16, 1982

Corporate Owner

Southern Pacific Transportation Co.

Northwestern Pacific Railroad Co.

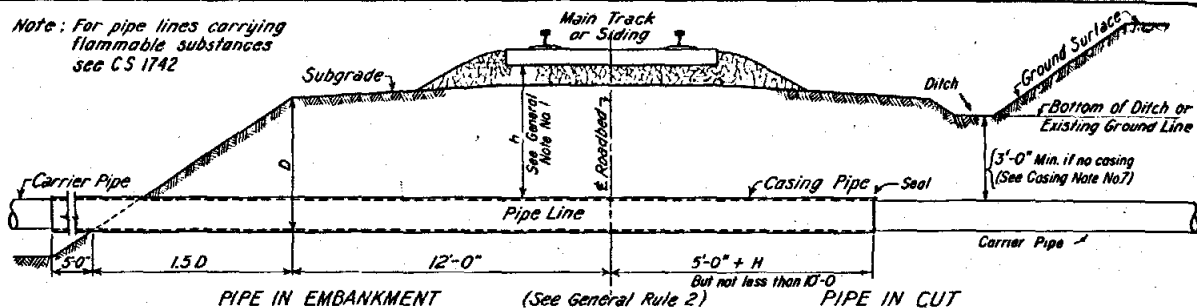
St. Louis Southwestern Ry. Co.

[Signature]
Valuation Engineer

Description Correct.

H. B. Berke

Note: For pipe lines carrying flammable substances see CS 1742



PIPE IN EMBANKMENT (See General Rule 2) PIPE IN CUT

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

GENERAL

1. Distance H from bottom of tie to top of pipe, casing or concrete encasement shall not be less than 3'-0" (See exception in General Note 3.)
2. Any pipe lines crossing any track do not require a casing provided the carrier pipe is of sufficient strength to support the track and has watertight joints. For such pipe lines, casing 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.
3. 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 five 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.
4. When practicable, casings and carrier pipes may be installed by the jacking or boring methods. If these methods are used the minimum depth from bottom of tie to top of pipe or bore must be 3'-0" or one pipe diameter, whichever is greater; however, where there is good cohesive soil the depth may be less than one pipe diameter, but not less than 3'-0", with special permission of the Chief Engineer. If installed by tunneling or boring, the space around casing or carrier pipe must be backfilled with grout or sand.
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.

CASING

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 2 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.

2. 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 thicker than otherwise required.
3. Concrete casing for supporting track shall have the strength specified in current ATSM Serial Designation C-76, Class IV. All joints shall be watertight and of an approved type of construction.
4. The inside diameter of casing shall be at least 2 inches greater than the largest outside diameter of carrier pipe.
5. Sizes of casing larger than shown in Table I are special cases and will be decided upon their merits.
6. 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.
7. Regardless of the strength of carrier pipe, casings must be provided at all locations where pipe crosses under drainage ditches if cover is less than 3'-0". Casing under ditch may be separate from, or a continuation of casing under track, and must extend a minimum of 1'-0" beyond top shoulders on each side of the ditch.
8. 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.
9. Where the ends of the casing are below ground, they shall be sealed to suitably protect 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.

CARRIER PIPE

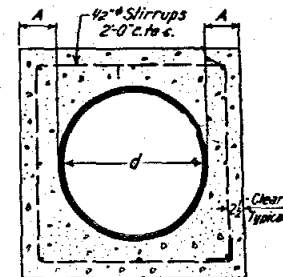
1. Carrier pipe shall be of an approved type with water-tight joints.
2. Corrugated iron, smooth steel or concrete carrier pipe when used without a casing shall have the same strength required above for casings.
3. Cast iron carrier pipe used without a casing shall have a thickness not less than that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

TABLE I
THICKNESS OF PIPE CASINGS FOR SUPPORTING TRACK

Inside Diameter	Corrugated Iron Pipe	Smooth Steel Pipe
Inches	U.S. Std. Gage No.	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	3/8
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



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

NO SCALE

ADOPTED APR. 20, 1933
REVISED JAN. 5, 1970

August 18, 1982

C13322.A2

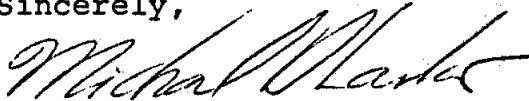
Mr. Mark Yeager
City of Albany
127 Broadalbin
Albany, OR 97321

Dear Mark:

Enclosed is the 12-inch force main deed from Southern Pacific Railroad. It must be signed and then returned to Southern Pacific. Upon receipt, Southern Pacific will issue to R.T. Robertson, Inc. the right of entry.

I recommend that the City also pursue the easement from both Simpson Timber Co. and Jewell Bowman. A right of entry from each party would also allow the contractor to start the borings.

Sincerely,



Michael D. Larkin

jd/COC10/020-1

Southern Pacific Transportation Company

Room 251-N Union Station • 800 Northwest Sixth Avenue • Portland, Oregon 97209
August 18, 1982

L. L. PHIPPS
SUPERINTENDENT
R. I. MELBO
ASSISTANT SUPERINTENDENT
T. P. RUSSELL
ASSISTANT SUPERINTENDENT
J. W. FERGUSON
REGIONAL ENGINEER
R. A. ENGELBERT
AREA ENGINEER

IN REPLY PLEASE REFER TO
Doc. 161817
(Millersburg)

Mr. M. D. Larkin
CH2M Hill Engineers
P.O. Box 428
Corvallis, Oregon 97330

Dear Mr. Larkin:

Reference your application for the City of Albany to construct a 12" sewer pipeline at Mile Post C693.15-X-N, Millersburg.

Enclosed are duplicate counterparts of Deed 61844 dated August 5, 1982 covering the construction, maintenance and operation of the 12" sewer. Please handle with the city for execution and return copy marked "RR" to this office.

The contractor, R. T. Robertson, has submitted agreement, and his insurance has been approved. However, he will not be permitted to enter upon the property until the City has signed and returned the deed. Then before entering our property you must notify our engineer at Eugene 688-5619 so that we may schedule an Engineer Inspector to be present. An Engineer Inspector, per agreement, must be present while you are on our property. The earliest possible notice will allow us to manage this requirement efficiently for your benefit as well as ours.

Yours truly,

R. A. Engelbert