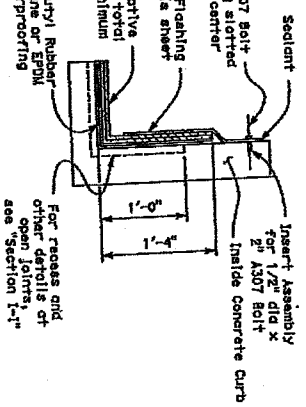
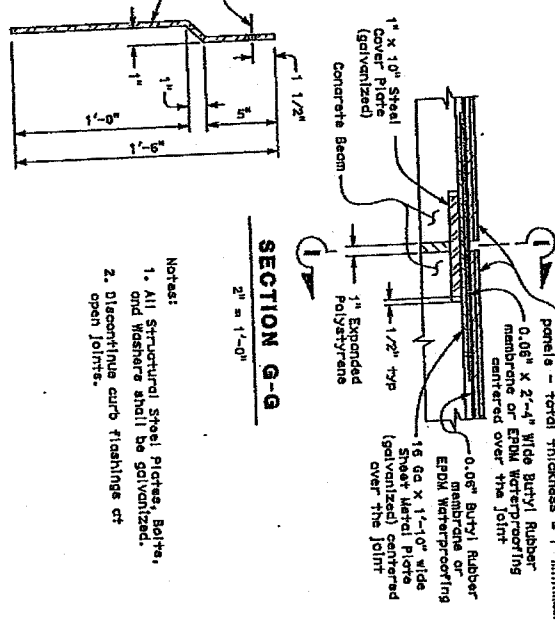


DETAIL 5
3" = 1'-0"



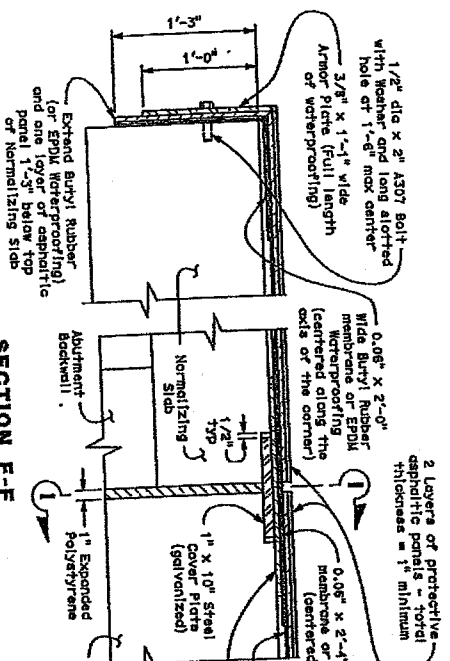
DETAIL 6
1 1/2" = 1'-0"



SECTION G-G
2" = 1'-0"

- Notes:
1. All Structural Steel Plates, Bolts, and Washers shall be galvanized.
 2. Discontinue curb flashings at open joints.

CURB FLASHING DETAIL
3" = 1'-0"



SECTION F-F
2" = 1'-0"

65% SUBMITTAL

NOTES:
THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND MATERIALS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

REV. NO.	DESCRIPTION	DATE

REVISIONS

DATE

DESCRIPTION

APPROVED BY: *[Signature]*

DATE: _____

DESIGNED BY: *[Signature]*

DATE: _____

PROJECT: SUNSET AVENUE UNDERPASS.

NO. 00000

SHEET NO. S-19

DATE: _____

SCALE: _____

NO. 00000

PROJECT: SUNSET AVENUE UNDERPASS.

NO. 00000

PROJECT: SUNSET AVENUE UNDERPASS.

NO. 00000

PROJECT: SUNSET AVENUE UNDERPASS.

NO. 00000

PROJECT: SUNSET AVENUE UNDERPASS.

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PROJECT: SUNSET AVENUE UNDERPASS.

NO. 00000

PROJECT: SUNSET AVENUE UNDERPASS.

NO. 00000

PROJECT: SUNSET AVENUE UNDERPASS.

NO. 00000

EXHIBIT A-2

To Public Highway Underpass Crossing
Agreement

Cover Sheet for the
Shoofly Track Print

GENERAL NOTES FOR RAILROAD GRADING AND TRACKWORK

1. ALL LOCAL STATE AND FEDERAL SAFETY CODES AND REGULATIONS AND THE SPECIFICATIONS SHALL BE COMPLIED WITH FOR THIS CONTRACT.
2. ALL CONSTRUCTION ACTIVITIES SHALL BE SCHEDULED AND COORDINATED THROUGH UPRR, INCLUDING THE VARIOUS COMPANIES, AGENCIES AND OTHER CONTRACTORS WHOSE WORK WILL BE AFFECTED BY THIS WORK. ALL REQUIRED PERMITS NEEDED FOR THE WORK SHALL BE OBTAINED BY THE CONTRACTOR UNLESS OTHERWISE NOTED.
3. HORIZONTAL AND VERTICAL CONTROL POINTS ARE IDENTIFIED IN THE CONTRACT DOCUMENTS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO UTILIZE THESE CONTROL POINTS TO ASSURE ACCURATE PLACEMENT OF ALL UTILITIES INCLUDED IN THIS PROJECT ARE CONSTRUCTED AT THE CORRECT VERTICAL AND HORIZONTAL LOCATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL SURVEY DATA AND DIMENSIONS SHOWN ON THE PLANS PRIOR TO CONSTRUCTION.
4. SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" IS VALID. THE CONTRACTOR SHALL CALL THE UNDERGROUND SERVICE ALERT (GSA) WORKING DATA CENTER TO OBTAIN A DIG ALERT NUMBER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FIBER OPTIC LINES.
5. THE CONTRACTOR SHALL BECOME FAMILIAR WITH LEGISLATION OUTLINING PROCEDURES FOR LOCATING UTILITIES BY HAND EXCAVATION AND COMPLY WITH ITS DIRECTIVE. THE CONTRACTOR SHALL NOTIFY UPRR'S REPRESENTATIVE.
6. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS FOR CONFLICTS WITH EXISTING UTILITIES WALLS, STRUCTURES, SIGNAL CABLES, EQUIPMENT AND/OR OTHER ITEMS THAT MIGHT IMPAIR CONSTRUCTION ACTIVITIES. INCONSISTENCIES FOUND SHALL BE REPORTED TO UPRR AND ENGINEER.
7. REPAIRS TO THE DAMAGED MATERIALS OR FACILITIES INTENDED TO REMAIN IN PLACE SHALL BE MADE BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE UNLESS OTHERWISE STATED BY UPRR.
8. DIMENSIONS SHOWN IN PARENTHESES INDICATE APPROXIMATE EXISTING DIMENSIONS WHERE ELEVATIONS ARE SHOWN IN PARENTHESES AT JOIN LOCATIONS. THE CONTRACTOR SHALL VERIFY THESE ELEVATIONS PRIOR TO CONSTRUCTION AND JOIN FEATURES AT EXISTING ELEVATIONS.
9. WASTE MATERIAL SHALL BE HANDLED IN ACCORDANCE WITH UPRR AND RIVERSIDE COUNTY REQUIREMENTS UNLESS OTHERWISE DIRECTED BY THE ENGINEER. ALL EXCAVATED WASTE MATERIAL SHALL BE IMMEDIATELY REMOVED FROM THE SITE. ON-SITE STORAGE OF EXCAVATED WASTE MATERIAL SHALL NOT BE PERMITTED AT ANY TIME.
10. NOT USED.
11. NOT USED.
12. DEFINITIONS:
 - A. TRACK OUTAGE: TRACK WHICH IS OUT OF SERVICE FOR A GIVEN PERIOD OF TIME.
 - B. ACTIVE TRACK: TRACK ON WHICH TRAINS ARE OPERATING AND INTERRUPTION OF SERVICE MAY OCCUR ONLY WITHIN AN APPROVED "WINDOW", AS DEFINED BELOW.
 - C. FOULED TRACK: TRACK IS FOULED WHEN AN OBSTRUCTION IS PLACED WITHIN 24" ABOVE THE TOP OF RAIL. WORK MAY BE PERFORMED UNDER THE PROTECTION OF A RAILROAD FLAGMAN.
 - D. WINDOW: A GIVEN PERIOD OF TIME BETWEEN OPERATING TRAINS WHERE A TRACK MAY BE TAKEN OUT OF SERVICE WITHOUT INTERRUPTING TRAIN OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STIPULATION THAT THE TRACK SHALL BE BACK IN SERVICE AT THE END OF THE GIVEN PERIOD OF TIME.
13. ON-SITE CONSTRUCTION BY OTHERS, INCLUDING ROUTINE MAINTENANCE WORK (UPRR FORCES, UPRR SIGNAL CONTRACTOR, OR OTHER CONTRACTORS), SHALL BE COORDINATED WITH UPRR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING CONSTRUCTION ACTIVITIES THROUGH UPRR SO AS TO MINIMIZE INTERFERENCE WITH OTHERS.
14. PRIOR TO COMMENCING WORK ALL EXISTING SITE AND TRACK CONDITIONS SHALL BE FIELD VERIFIED WITH UPRR TO ASCERTAIN THE LIMITS OF CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT AND RECEIVE UPRR'S APPROVED AND ACCOUNTED CONTRACTOR'S SCHEDULE AND OPERATIONS PLAN. EACH ITEM OF WORK SHALL BE SCHEDULED AND ACCOUNTED FOR IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL REFER TO THE SPECIFICATIONS FOR FURTHER INFORMATION REGARDING SUBMITTAL REQUIREMENTS.
15. ALL WORK WITHIN UPRR RIGHT OF WAY SHALL BE COORDINATED WITH UPRR BEFOREHAND. NO SUCH WORK SHALL BE COMMENCED WITHOUT UPRR'S PRIOR APPROVAL. WORK AFFECTING THE MOVEMENT OF TRAINS OPERATIONS OVERALL CONTROL OF UPRR OF ITS REPRESENTATIVE. ANITRAK INTERCITY TRAIN OPERATIONS AND FREIGHT TRAFFIC MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
16. THE CONTRACTOR SHALL NOT PLACE MATERIAL AND/OR EQUIPMENT WITHIN 20 FEET OF AN ACTIVE TRACK AT ANY TIME WITHOUT PRIOR APPROVAL OF UPRR.
17. EXISTING RAILROAD SIGNAGE (INCLUDING SPEED SIGNS) SHALL BE MAINTAINED DURING THE CONSTRUCTION PERIOD. ROAD SIGNAGE SHALL BE FULLY RESTORED UPON COMPLETION OF EXCAVATION WORK. EXISTING UPRR SIGNAGE SHALL BE PLACED AT LOCATIONS AS DIRECTED BY UPRR.

18. ALL WORK SHALL BE COORDINATED WITH UPRR SIGNAL ENGINEER, SIGNAL FORCES AND SIGNAL CONTRACTOR THROUGH UPRR. WORK WILL BE PHASED TO EFFECTIVE OPERATION OF EXISTING SIGNAL SYSTEM DURING CONSTRUCTION. IN NO INSTANCE SHALL WORK BE PERFORMED IN ANY AREA WITHOUT ADVANCE APPROVAL OF UPRR'S SIGNAL ENGINEER. ALL SIGNAL AND COMMUNICATION CONDUITS, CABLES, WIRES, OR OTHER TRACK, TRACK BED, AND RIGHT-OF-WAY.
19. WALKWAYS SHALL BE PLACED AS REQUIRED BY CALIFORNIA PUBLIC UTILITIES COMMISSION GENERAL ORDER NO. 118 AND 269 FOR ALL NEW CONSTRUCTION, UNLESS OTHERWISE NOTED.
20. ALL NEW TRACK CONSTRUCTION SHALL CONSIST OF 133# AND 141# RAIL ON TIMBER TIES UNLESS NOTED OTHERWISE. TIMBER TIES SHALL BE SPACED AT 19 1/2 INCHES ON CENTER. CONCRETE TIES SHALL BE SPACED 24 INCHES ON CENTER.
21. THE LOCATIONS OF SIGNALS, INSULATED JOINTS, AND COMPROMISE RAILS SHOWN IN THESE PLANS ARE APPROXIMATE. ACTUAL LOCATIONS WILL BE DETERMINED IN THE FIELD. FOR ESTIMATED QUANTITIES, PLEASE REFER TO THE BID SCHEDULE.
22. UPRR FORCES WILL PERFORM ALL LIVE AND MAIN TRACK AND SIGNAL WORK. CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ACTIVITIES TO AVOID CONFLICTS AND DELAYS WITH UPRR'S TRACK AND SIGNAL WORK ACTIVITIES TO AVOID CONFLICTS AND DELAYS.
23. CONTRACTOR SHALL BE RESPONSIBLE TO SECURE ALL CONSTRUCTION ACCESS AND PERMITS.

ABBREVIATIONS

APPX	APPROXIMATELY	POE	POINT OF ENDING
AVZ	AVENUE	POT	POINT OF TANGENT
BC	BEGINNING OF CURVE	PROP	PROPOSED
BLVD	BOULEVARD	PS	POINT OF SWITCH
BR	BRIDGE	PT	POINT OF TANGENT
CALTRANS	DEPARTMENT OF TRANSPORTATION, STATE OF CALIFORNIA	PVI	POINT OF VERTICAL INTERSECTION
C/L or CONC	CENTERLINE	PVT	POINT OF VERTICAL TANGENT
CC	CONCRETE	R/A	RADIUS
CL	CURVE TO SPIRAL	R/R	RIGHT-OF-WAY
CS	CURVE TO STRAIGHT	RR	RAILROAD
CT	CURVE TO TANGENT	RT	RIGHT-OF-WAY
CV	CURVE VARS	S	SPIRAL TO CURVE
Dc	DEGREE OF CURVE	S	SPIRAL TO CURVE
DR	DRAWING(S)	SC	SURVEY CONTROL POINT
DWG(S)	DRAWING(S)	SDH	STORM DRAIN MANHOLE
E	EAST	SF	SQUARE FEET
EA	EAST OF	SO	SOUTHERN
EC	ELEVATION	STA	STANDARD
EC	EDGE OF CURVE	ST	STANDARD
EL or ELEV	ELEVATION	T	TANGENT
EU	EXISTING	TC	TRACK CENTER(S) OF TOP OF CURB
EX or EXIST	EXISTING	TCE	TEMPORARY CONSTRUCTION EASEMENT
F	FOOT OF FEET	THRU	THROUGH
GB	GRADE BREAK	T/O or T/S	TOP OF RAIL
HORIZ	HORIZONTAL	TT	TANGENT TIES
I	INTERSECTION ANGLE	TT	TANGENT TO SPIRAL
L	LENGTH	TP	TYPICAL
L	LEFT	UP	UPPER
MAX	MAXIMUM	VEV	WEST OF VESTERLY
MH	MANHOLE	W	WEST OF
MIN	MINIMUM	WM	WEST OF METER
MP	MILEPOST	WV	WEST OF WATER VALVE
MS	METERS		
NTS	NOT TO SCALE		
OC	OTHER TRACK MATERIAL		
OP	OUT OF PLACE		
OTM	OUT TO OUT		
O to O	OUT TO OUT		
P	POINT OF BEGINNING		
PC	POINT OF CURVE		
PCC	POINT OF COMPOUND CURVATURE		
P1	POINT OF INTERSECTION		
PIP	POINT IN PLACE		
POB	POINT OF BEGINNING		

TRACK ABBREVIATIONS

EMT1	EXISTING MAIN TRACK 1
EMT2	EXISTING MAIN TRACK 2
ML1	MAINLINE TRACK 1
ML2	MAINLINE TRACK 2
SHO1	SHOULDER TRACK 1
SHO2	SHOULDER TRACK 2

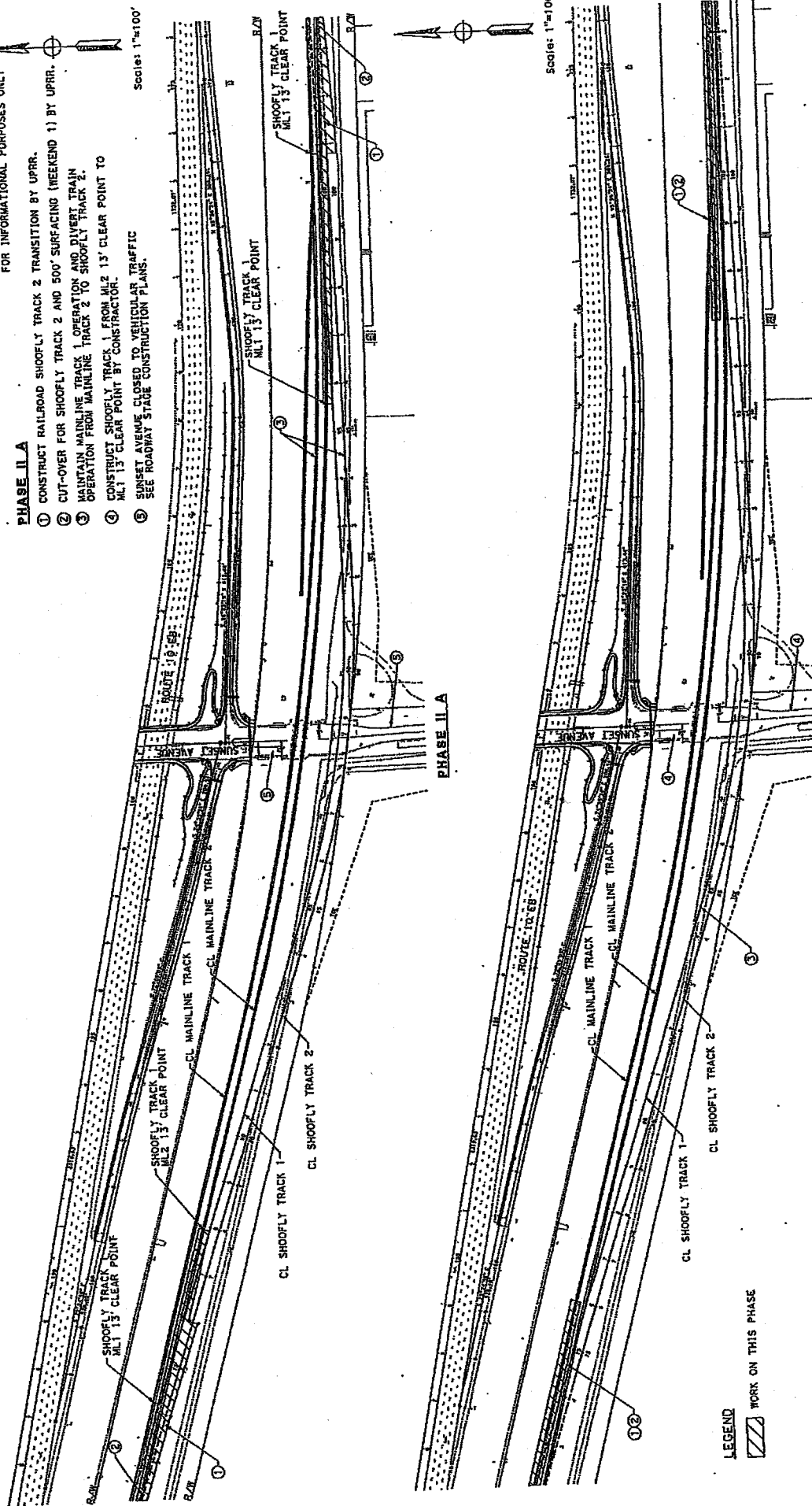
	RIVERSIDE COUNTY TRANS KIMLEY-HORN AND ASSOCIATES, INC. 1-10/SUNSET AVENUE GRADE SEPARATION PROJECT GENERAL NOTES	SHEET NO. RR-1 SHEET 131 of 188	COUNTY FILE NO. 080002174																																												
REVISIONS <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REV BY</th> <th>DESCRIPTION</th> <th>APPR</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	REV BY	DESCRIPTION	APPR	DATE																																									PROJECT MANAGER DATE SCALE 1" = 10'	PREPARED BY CHECKED BY REVISIONS BY	65% SUBMITTAL
REV BY	DESCRIPTION	APPR	DATE																																												

NOTE:
OUTSIDE STATE RIGHT OF WAY
FOR INFORMATIONAL PURPOSES ONLY

PHASE II A

- ① CONSTRUCT RAILROAD SHOOFLY TRACK 2 TRANSITION BY UPRR.
- ② CUT-OVER FOR SHOOFLY TRACK 1 AND 500' SURFACING (WEEKEND 1) BY UPRR.
- ③ MAINTAIN MAINLINE TRACK 1 OPERATION AND DIVERT TRAIN OPERATION FROM MAINLINE TRACK 2 TO SHOOFLY TRACK 2.
- ④ CONSTRUCT SHOOFLY TRACK 1 FROM MI 2 13' CLEAR POINT TO MI 1 13' CLEAR POINT BY CONSTRUCTOR.
- ⑤ SUNSET AVENUE CLOSED TO VEHICULAR TRAFFIC. SEE ROADWAY STAGE CONSTRUCTION PLANS.

Scales: 1"=100'



PHASE II A

PHASE II B

- ① CONSTRUCT RAILROAD SHOOFLY TRACK 1 TRANSITION BY UPRR.
- ② CUT-OVER FOR SHOOFLY TRACK 1 AND 500' SURFACING (WEEKEND 2) BY UPRR.
- ③ DIVERT TRAIN OPERATION FROM MAINLINE TRACK 1 TO SHOOFLY TRACK 1.
- ④ SUNSET AVENUE CLOSED TO VEHICULAR TRAFFIC. SEE ROADWAY STAGE CONSTRUCTION PLANS.
- ⑤ AT THE END OF PHASE II, ALL TRAIN TRAFFIC IS ON SHOOFLY TRACKS 1 & 2.

LEGEND
 WORK ON THIS PHASE

REVISIONS	DATE



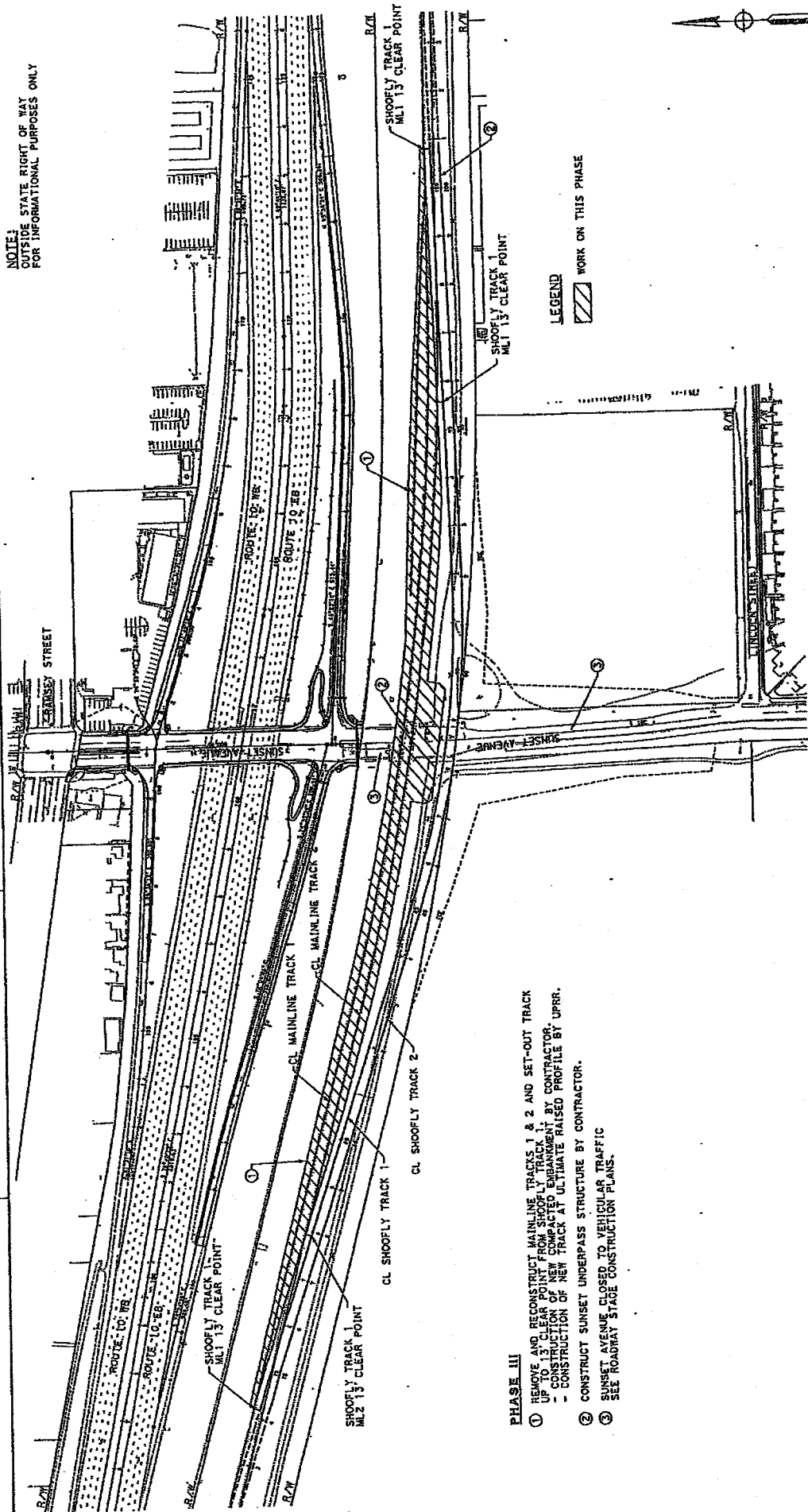
DATE: _____
 PROJECT MANAGER: _____
 SEE DRAWING: _____
 SEE ROADWAY STAGE CONSTRUCTION PLANS: _____

RIVERSIDE COUNTY TRANS
 KIMLEY-HORN AND ASSOCIATES, INC.
 UNION PACIFIC RAILROAD
 I-10/SUNSET AVENUE
 GRADE SEPARATION
 PROJECT
 RAILROAD CONSTRUCTION
 PHASING PLAN
 PHASE II

SHEET NO. RR-3
 SHEET 133 OF 188
 COUNTY FILE NO. 080002174

65% SUBMITTAL

NOTE: STATE RIGHT OF WAY
LINES FOR INFORMATIONAL PURPOSES ONLY



- PHASE III**
- ① REMOVE AND RECONSTRUCT MAINLINE TRACKS 1 & 2 AND SET-OUT TRACK UP TO 3' CLEAR POINT FROM SHOOFLY TRACK 1 BY CONTRACTOR.
 - CONSTRUCTION OF NEW TRACK AT ULTIMATE RAISED PROFILE BY UPRR.
 - CONSTRUCTION OF NEW TRACK AT ULTIMATE RAISED PROFILE BY UPRR.
 - ② CONSTRUCT SUNSET UNDERPASS STRUCTURE BY CONTRACTOR.
 - ③ SUNSET AVENUE CLOSED TO VEHICULAR TRAFFIC SEE ROADWAY STAGE CONSTRUCTION PLANS.

LEGEND

WORK ON THIS PHASE

Scale: 1"=100'

REV. NO.	DESCRIPTION	APP'D.	DATE



RIVERSIDE COUNTY TRANS
KIRKLEY-HORN AND ASSOCIATES, INC.
EAST JANSBUR
500 S. BROADWAY, SUITE 800
SAN ANTONIO, TEXAS 78215

UNION PACIFIC RAILROAD
1-107 SUNSET AVENUE
GRADE SEPARATION
RAILROAD CONSTRUCTION
PLAN
PHASE III

SHEET No. **RR-4**
PAGE 134 OF 188

65% SUBMITTAL

RELATIVE BORDER SCALE
1" = 1/4" INCHES

080002174

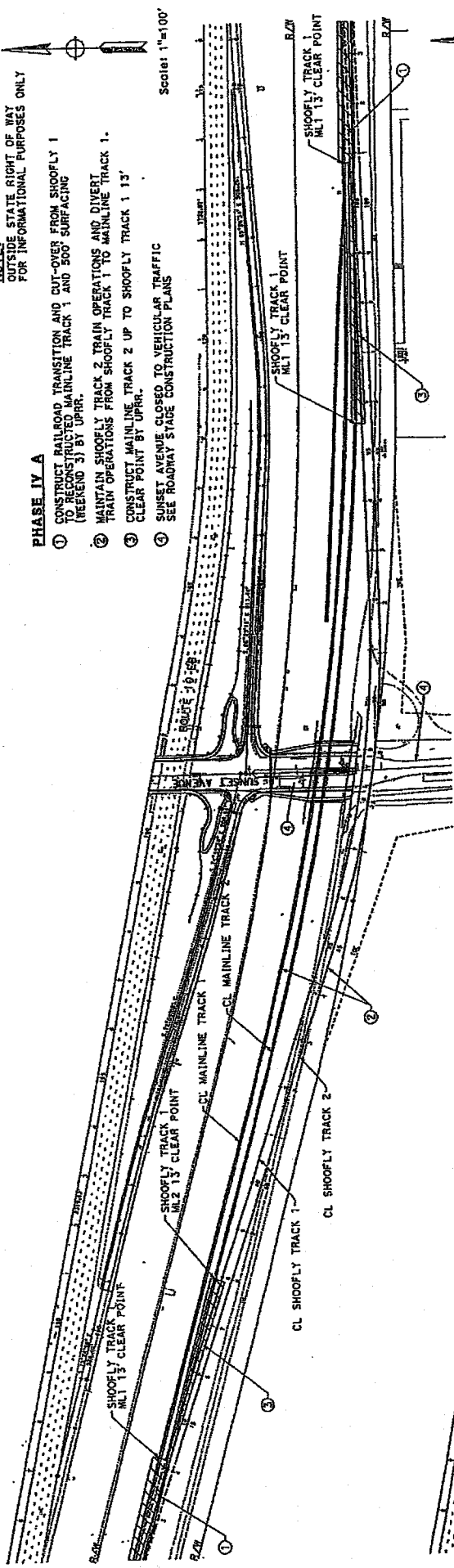
COUNTY
F. U. L. 36.

NOTE:
OUTSIDE STATE RIGHT OF WAY
FOR INFORMATIONAL PURPOSES ONLY

PHASE IV A

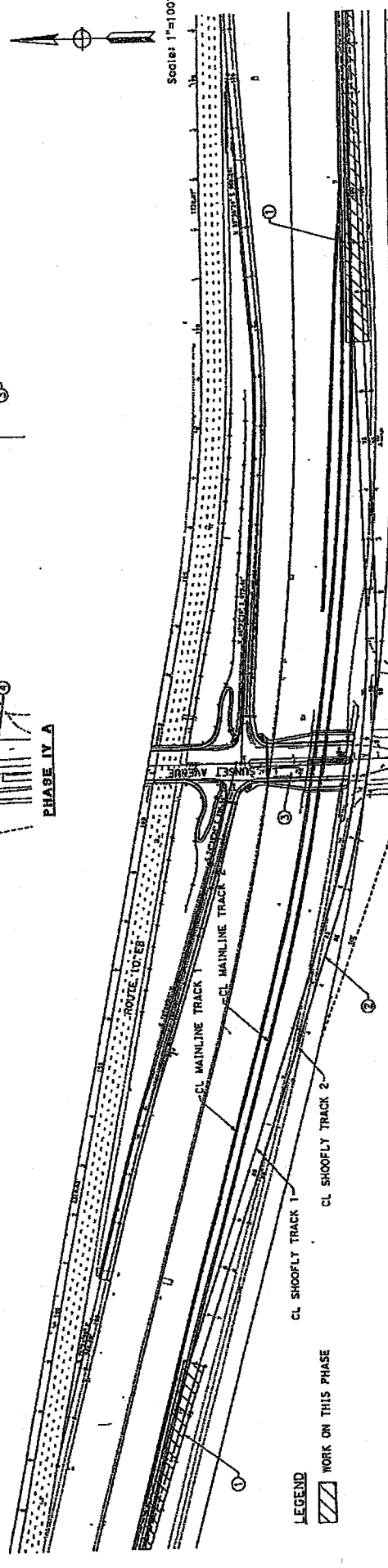
- ① CONSTRUCT RAILROAD TRANSITION AND CUT-OVER FROM SHOOFLY 1 TO RECONSTRUCTED MAINLINE TRACK 1 AND 500' SURFACING (REVENUE 3) BY UPRR.
- ② MAINTAIN SHOOFLY TRACK 2 TRAIN OPERATIONS AND DIVERT TRAIN OPERATIONS FROM SHOOFLY TRACK 1 TO MAINLINE TRACK 1.
- ③ CONSTRUCT MAINLINE TRACK 2 UP TO SHOOFLY TRACK 1 13' CLEAR POINT BY UPRR.
- ④ SUNSET AVENUE CLOSED TO VEHICULAR TRAFFIC SEE ROADWAY STAGE CONSTRUCTION PLANS

Scale: 1"=100'



PHASE IV B

Scale: 1"=100'



LEGEND
 WORK ON THIS PHASE

PHASE IV B

- ① CONSTRUCT RAILROAD TRANSITION AND CUT-OVERS FROM SHOOFLY 2 TO RECONSTRUCTED MAINLINE TRACK 2 AND 500' SURFACING (REVENUE 4) BY UPRR.
- ② MAINTAIN MAINLINE TRACK 1 TRAIN OPERATIONS AND DIVERT TRAIN OPERATIONS FROM SHOOFLY TRACK 2 TO MAINLINE TRACK 2.
- ③ SUNSET AVENUE CLOSED TO VEHICULAR TRAFFIC SEE ROADWAY STAGE CONSTRUCTION PLANS

REV. NO.	DESCRIPTION	DATE

PROJECT NUMBER: _____ DATE: _____
 PROJECT MANAGER: _____
 DATE: _____

UNION PACIFIC RAILROAD
 1-10/ SUNSET AVENUE
 GRADE SEPARATION
 PROJECT
 RAILROAD CONSTRUCTION
 PHASE IV PLAN
 PHASE IV

SHEET NO. **RR-5**
 SHEET 135 OF 188

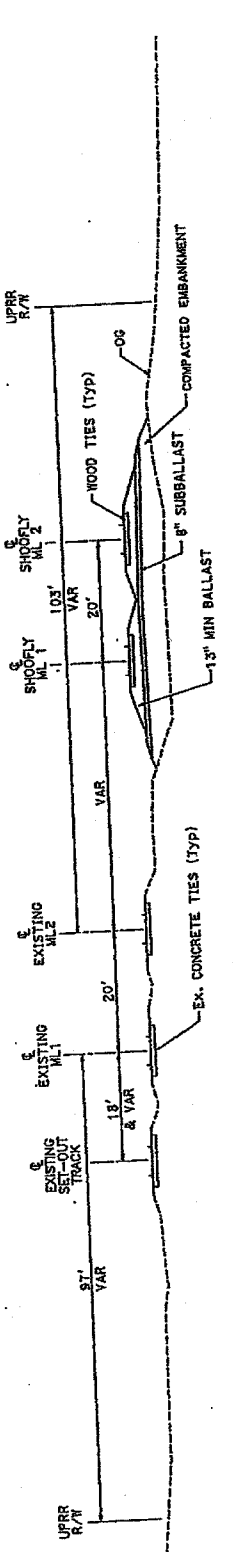
65% SUBMITTAL

RELATIVE BORDER SCALE
 1/8" = 1' IN TONGUES

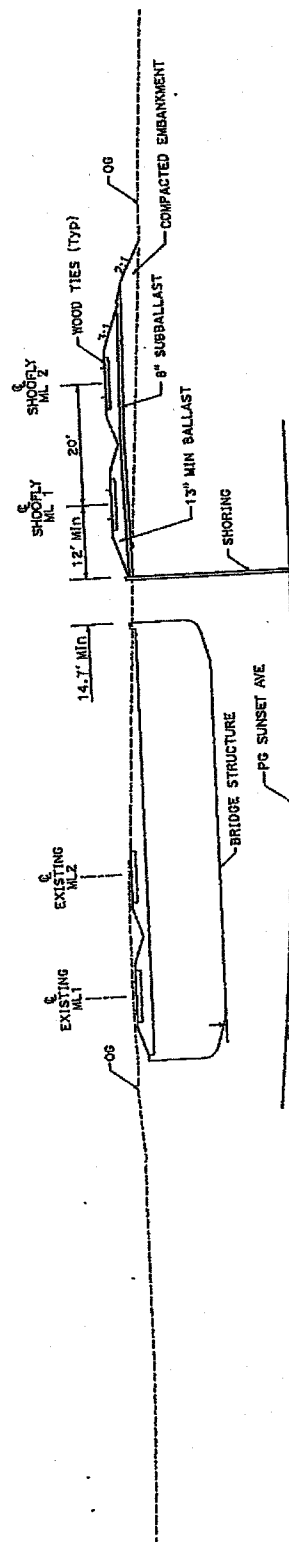
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DATE: 3/27/2006
 DRAWN BY: [Name]
 CHECKED BY: [Name]

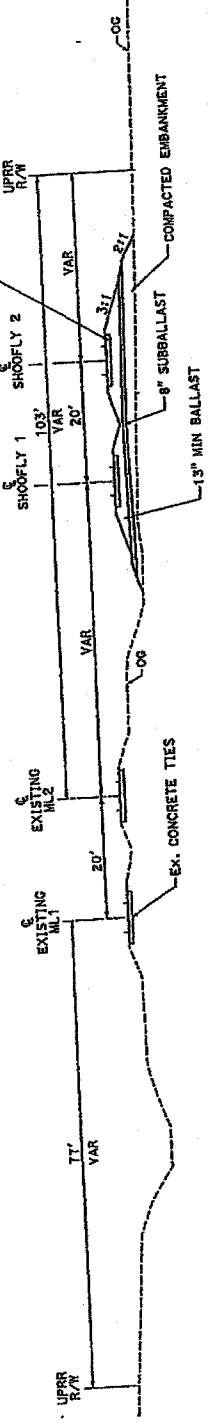
NOTE: STATE RIGHT OF WAY
OUTSIDE FOR INFORMATIONAL PURPOSES ONLY



SHOOFLY TYPICAL SECTION 3
STA 92+00
N.T.S.



SHOOFLY TYPICAL SECTION 2
STA 88+50
N.T.S.



SHOOFLY TYPICAL SECTION 1
STA 82+00
N.T.S.

REV BY	DESCRIPTION	APPRO DATE	DATE



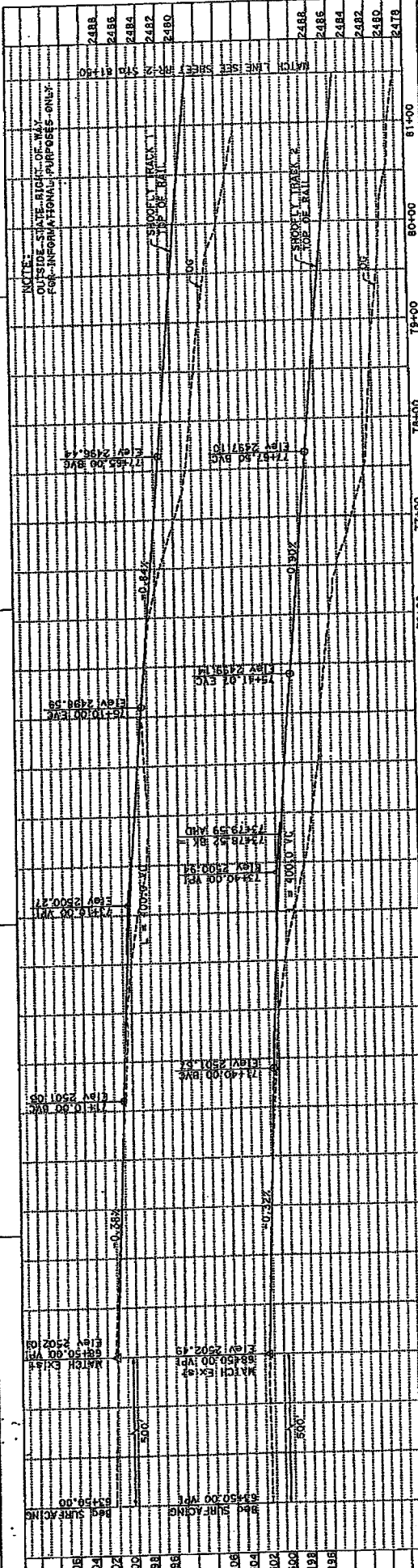
RIVERSIDE COUNTY TRANS
KIMLEY-HORN AND ASSOCIATES, INC.
SAN MARINO
SAN BERNARDINO COUNTY
PROJECT MANAGER
DATE

SHOOFLY
I-10/SUNSET AVENUE
GRADE SEPARATION
PROJECT
SHOOFLY TRACKS
TYPICAL SECTIONS
STC 82+00 - STC 92+00
sheet 137 of 188

SHEET No. RR-7
COUNTY FILE No. 080002174

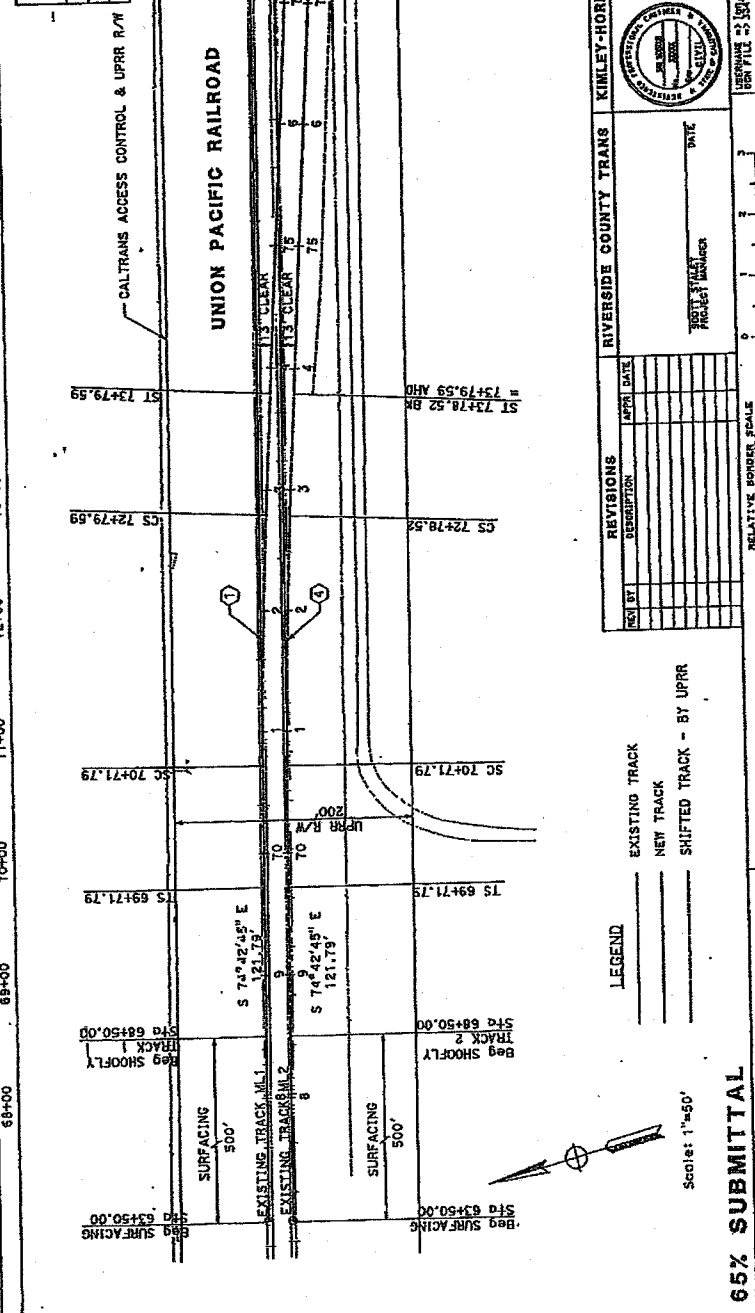
65% SUBMITTAL

2/22/2010 8:07:52 AM Jay Vianzon
www.kimley-horn.com



CURVE TABLE

NO. X	DELTA	Dc	Eg	Lg	SPEED F/P
(1)	2°04'15"	0°59'48"	3/4"	100'	50/50
(2)	2°04'02"	1°00'00"	3/4"	100'	50/50



MATCH LINE SEE SHEET RR-2 STD 81+50

REVISIONS

NO.	DESCRIPTION	DATE

LEGEND

EXISTING TRACK

NEW TRACK

SHIFTED TRACK - BY UPRR

65% SUBMITTAL

Scale: 1"=50'

RELATIVE HORIZONTAL SCALE

1" = 200'

RIVERSIDE COUNTY TRANS

KIMLEY-HORN AND ASSOCIATES, INC.

PROJECT MANAGER: BOB STANLEY

DATE: 12/15/00

SHOOFLY

1-10/SUNSET AVENUE

GRADE SEPARATION

PROJECT

SHOOFLY TRACKS

PLAN AND PROFILE

STG 67+00 - STG 81+50

REVISIONS

DATE: 12/15/00

BY: BOB STANLEY

SHOOFLY TRACKS

DATE: 12/15/00

BY: BOB STANLEY

65% SUBMITTAL

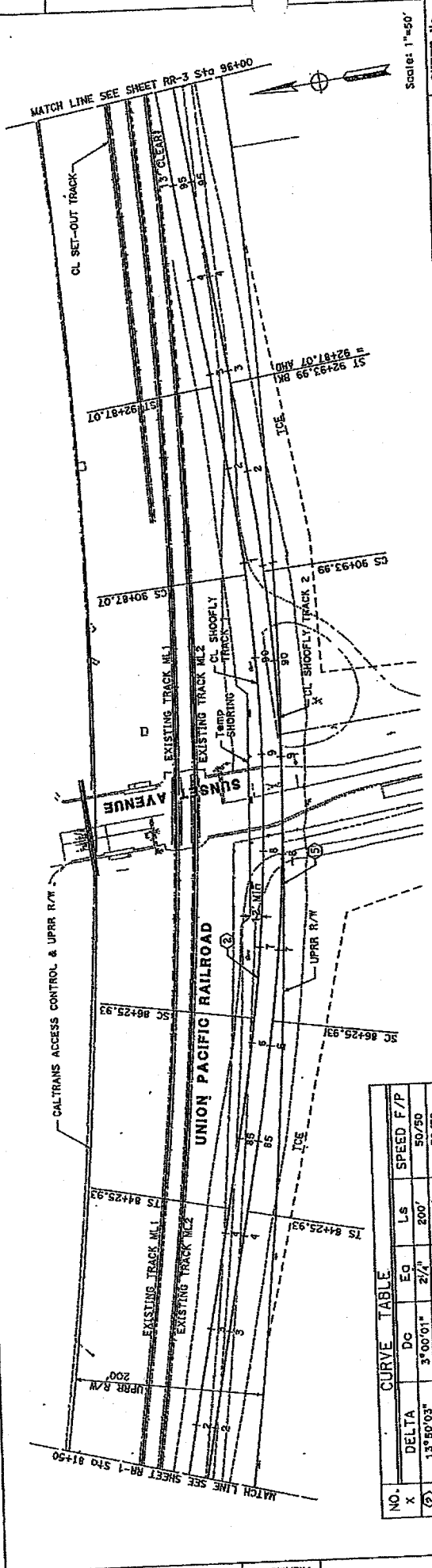
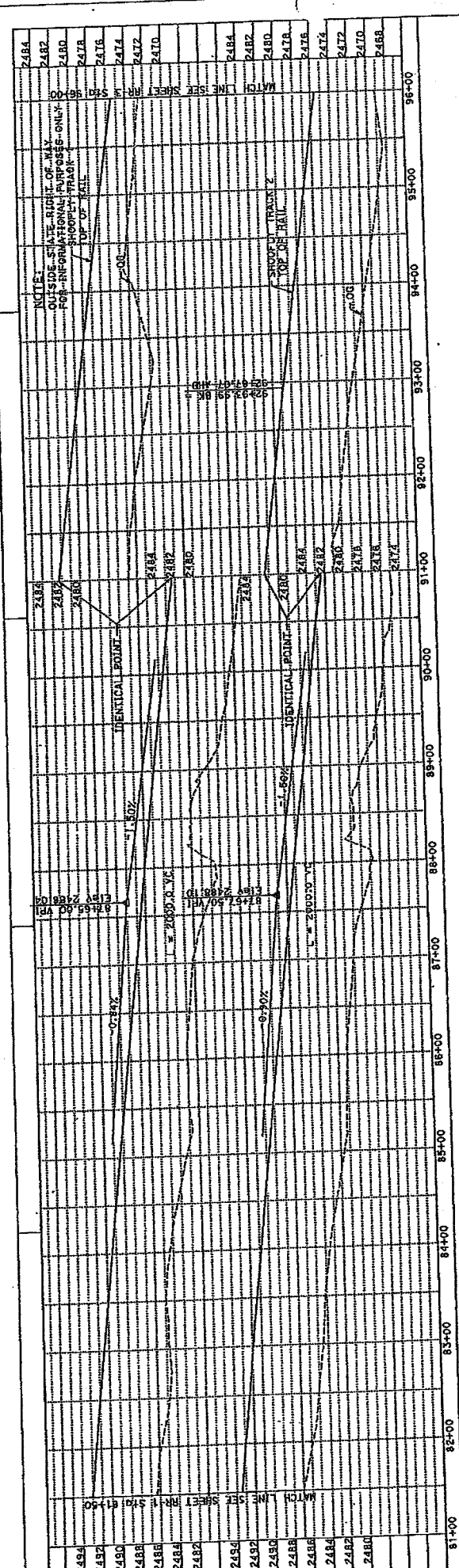
DATE: 12/15/00

BY: BOB STANLEY

SHOOFLY TRACKS

DATE: 12/15/00

BY: BOB STANLEY



NO.	CURVE TABLE				SPEED F/P
X	DELTA	Dc	Eo	Ls	
①	13°50'03"	37'00'01"	2 1/4"	200'	50/50
②	13°53'46"	2°58'03"	2 1/4"	200'	50/50

LEGEND

EXISTING TRACK

NEW TRACK

SHIFTED TRACK - BY UPRR

65% SUBMITTAL

Scale: 1"=50'

SHEET NO. **RR-9**

PROJECT: **SHOOFLY GRADE SEPARATION**

CLIENT: **KIRLEY-HORN AND ASSOCIATES, INC.**

DATE: **02/24/16**

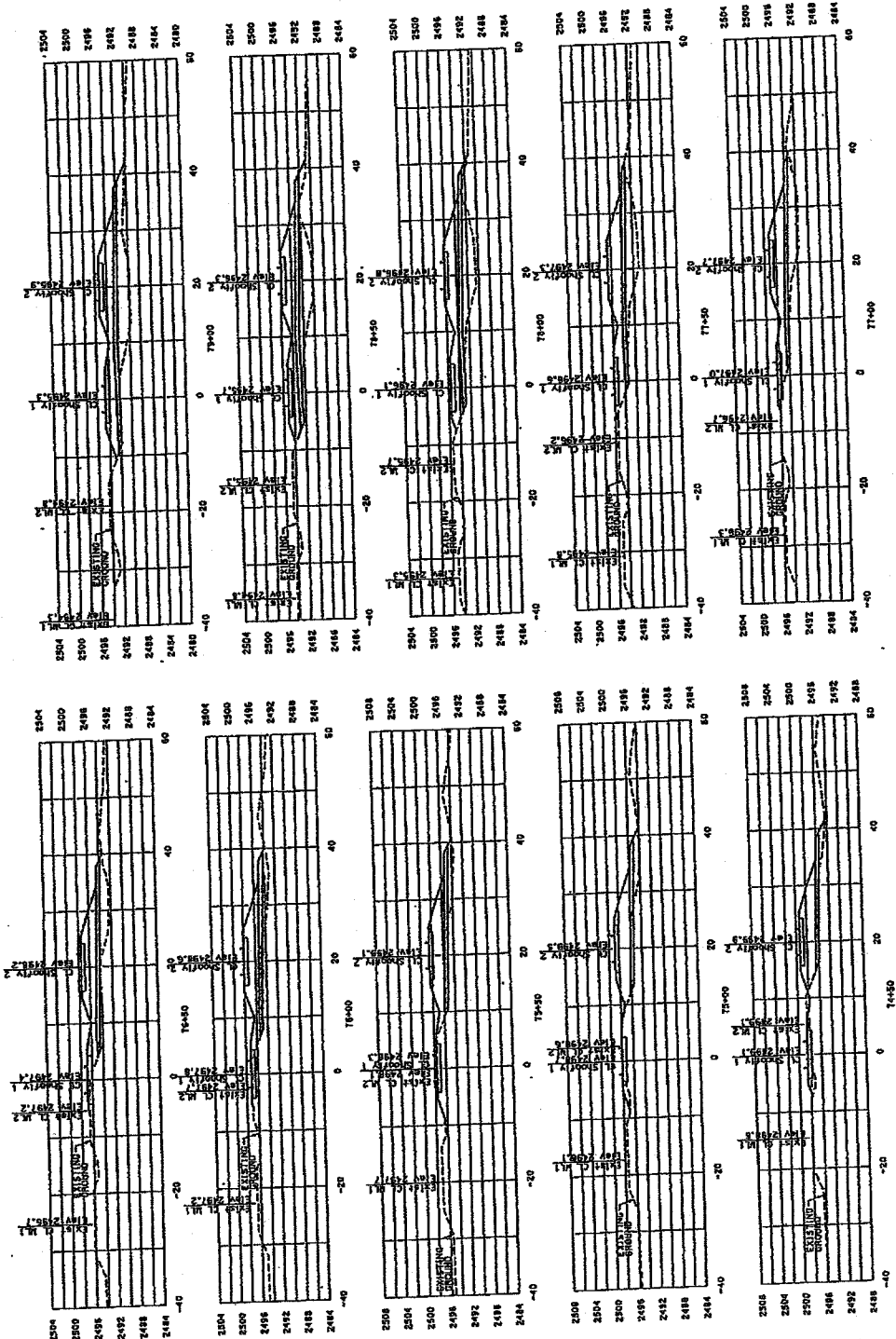
PROJECT NUMBER: **401 B STREET, SUITE 200, SAN BERNARDINO, CA 92410**

DATE: **02/24/16**

DESIGNER: **W.D. 00000**

COUNTY FILE NO. **170 00000**

NOTES:
 STATE RIGHT OF WAY
 OUTSIDE RIGHT OF WAY
 FOR INFORMATIONAL PURPOSES ONLY



REV. NO.	DESCRIPTION	DATE

PROJECT MANAGER: _____ DATE: _____

DATE: _____ DATE: _____

DATE: _____ DATE: _____



RELATIVE BORDER SCALE
 1" = 10'

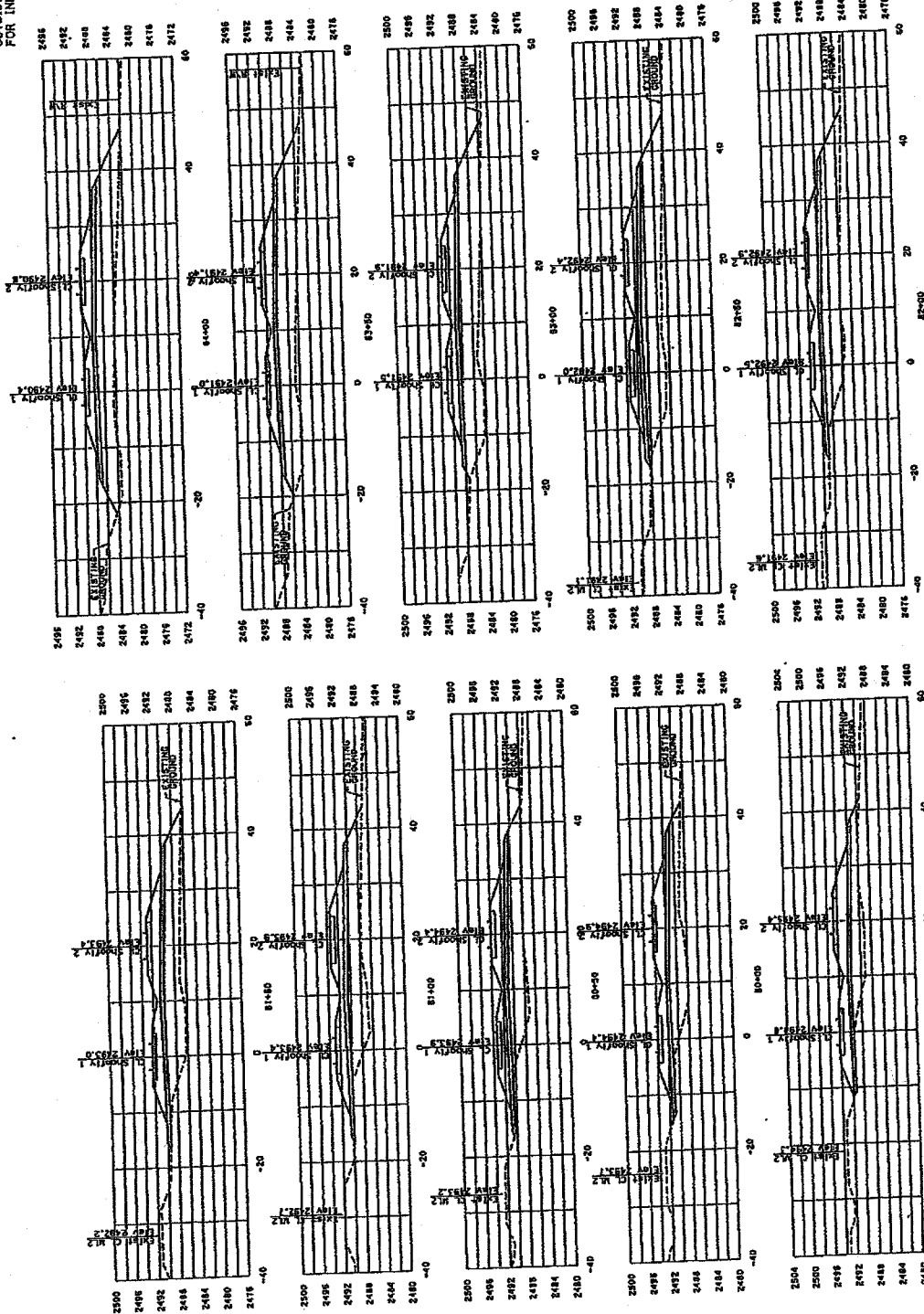
65% SUBMITTAL

PREPARED BY: JAN WANKON
 REVISION BY: _____
 DATE APPROVED: _____

SHEET No. **RR-13**
 PROJECT: **-107 SUNSET AVENUE GRADE SEPARATION**
 CROSS SECTIONS
 S+D 74+50 - S+D 79+00

COUNTY FILE No. 080002174

NOTE:
OUTSIDE STATE RIGHT OF WAY
FOR INFORMATIONAL PURPOSES ONLY



SHEET NO. **RR-14**
sheet 144 of 188

SHOOFY TRUCKS
CROSS SECTIONS
Sta 79+50 - Sta 84+00

**SHOOFY AVENUE
GRADE SEPARATION
PROJECT**

KINLEY-HORN AND ASSOCIATES, INC.
RIVERSIDE COUNTY TRANS

DATE: 02/24/13
PROJECT MANAGER: SAM WANDER
301 B STREET, SUITE 400
SAN DIEGO, CA 92101

COUNTY FILE NO. 080002174

REVISIONS

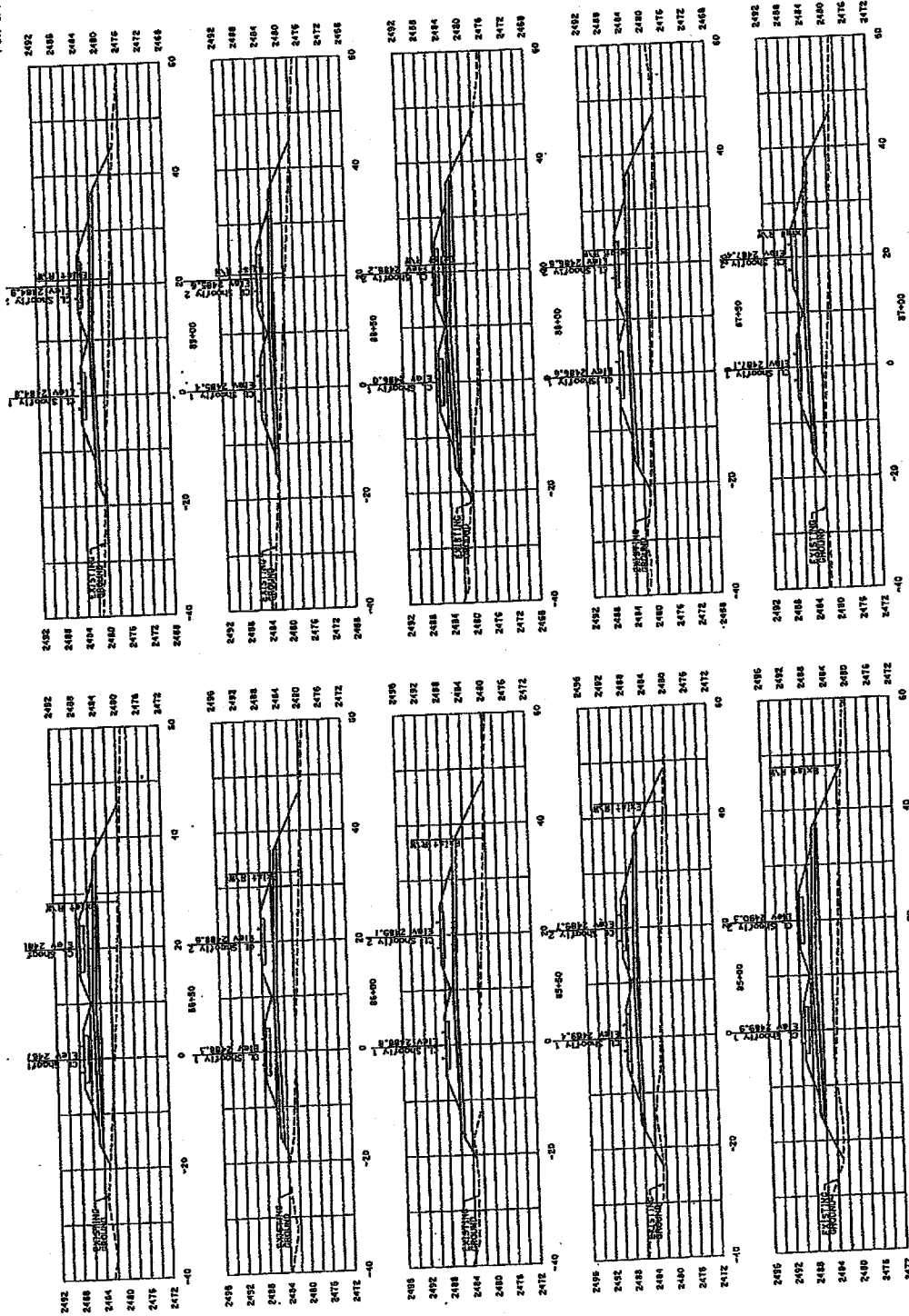
REV. NO.	DESCRIPTION	DATE

RELATIVE HORIZONTAL SCALE
1" = 10' HORIZONTAL
1" = 10' VERTICAL

65% SUBMITTAL

PREPARED BY: JAM VIANZON
REVISED BY: JAM VIANZON

NOTE: STATE RIGHT OF WAY
OUTSIDE RIGHT OF WAY
FOR INFORMATIONAL PURPOSES ONLY



REVISIONS	DESCRIPTION	DATE

PROJECT MANAGER _____ DATE _____

SCALE _____ DATE _____

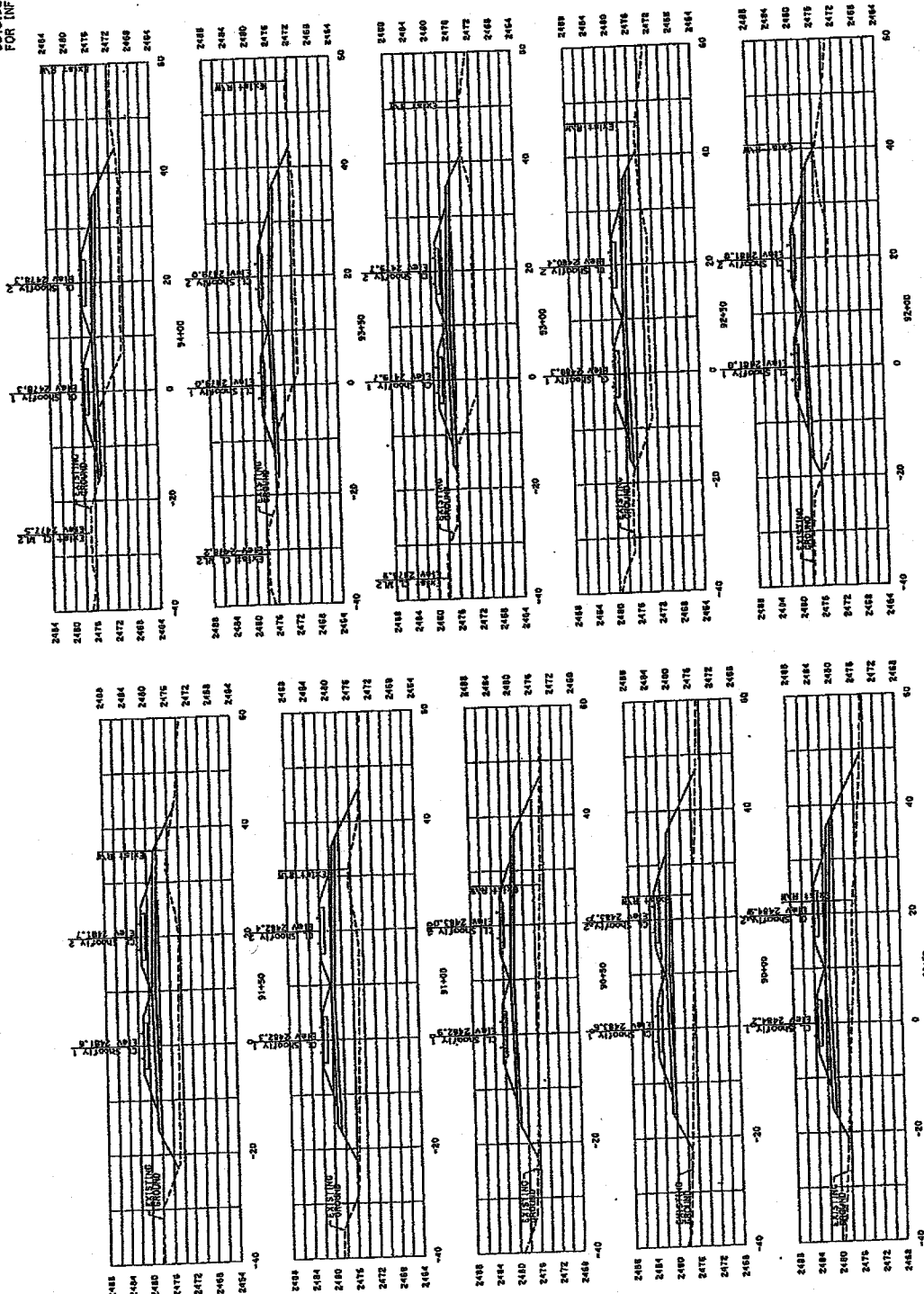
401 E. SUNSET BLVD. #100
SUNSET, CA 94087

USE DRAWING # 1001455000
FOR FILE # 844950-000

RIVERSIDE COUNTY TRANS
KIMLEY-HORN AND ASSOCIATES, INC.
SHEET NO. RR-15
J-10/SUNSET AVENUE
GRADE SEPARATION
PROJECT
SHOOFLY TRACKS
CROSS SECTIONS
510 844950 - 510 89400
COUNTY FILE NO. 080002174

65% SUBMITTAL

NOTE:
OUTSIDE STATE RIGHT OF WAY
FOR INFORMATIONAL PURPOSES ONLY



SHEET NO. **RR-16**
sheet 146 of 188

SHOOFLY I-10/SUNSET AVENUE GRADE SEPARATION PROJECT
SHOOFLY TRACKS CROSS SECTIONS
STC 89+50 - STC 94+00

COUNTY FILE NO. **DB0002174**

RIVERSIDE COUNTY TRANS KIMLEY-HORN AND ASSOCIATES, INC.

PROJECT NUMBER: _____ DATE: _____
PROJECT NUMBER: _____ DATE: _____

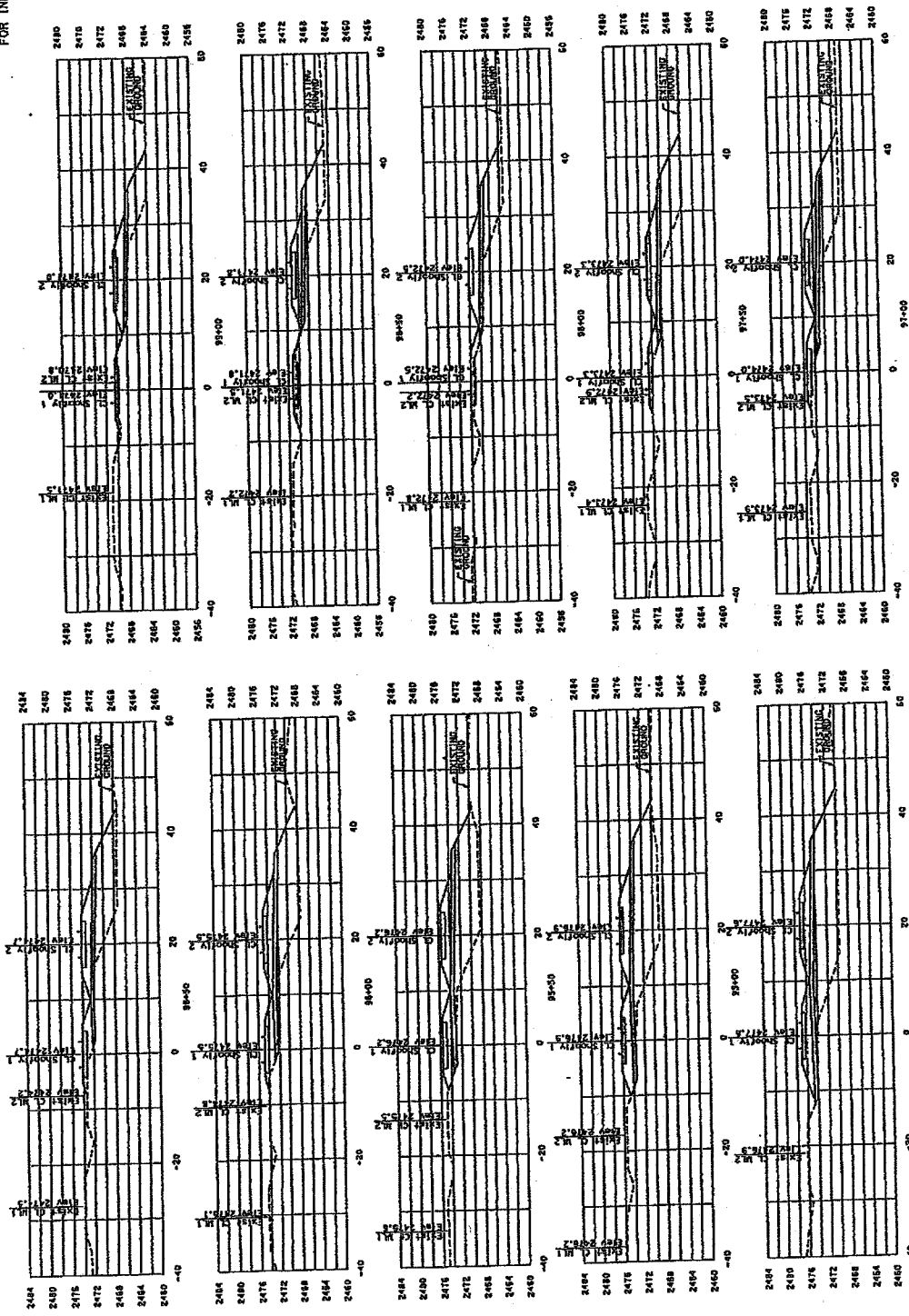
PROJECT MANAGER: _____ DATE: _____
PROJECT MANAGER: _____ DATE: _____

RELATIVE BORDER SCALE
1/8" = 1' IN HIGHER

65% SUBMITTAL

PREPARED BY: **JAN VANZON**
REVIEWED BY: _____

NOTE:
 EXERCISE STATE RIGHT OF WAY
 FOR INFORMATIONAL PURPOSES ONLY



SHEET NO.
RR-17
 sheet 147 of 188

SHOOFLY
1-10/SUNSET AVENUE
GRADE SEPARATION
PROJECT
 SHOOFLY TRACKS
 CROSS SECTIONS
 S+0 94+50 - S+0 99+00

RIVERSIDE COUNTY TRANS
 KIMLEY-HORN AND ASSOCIATES, INC.
 DATE: 02/22/12
 DATE: 02/22/12

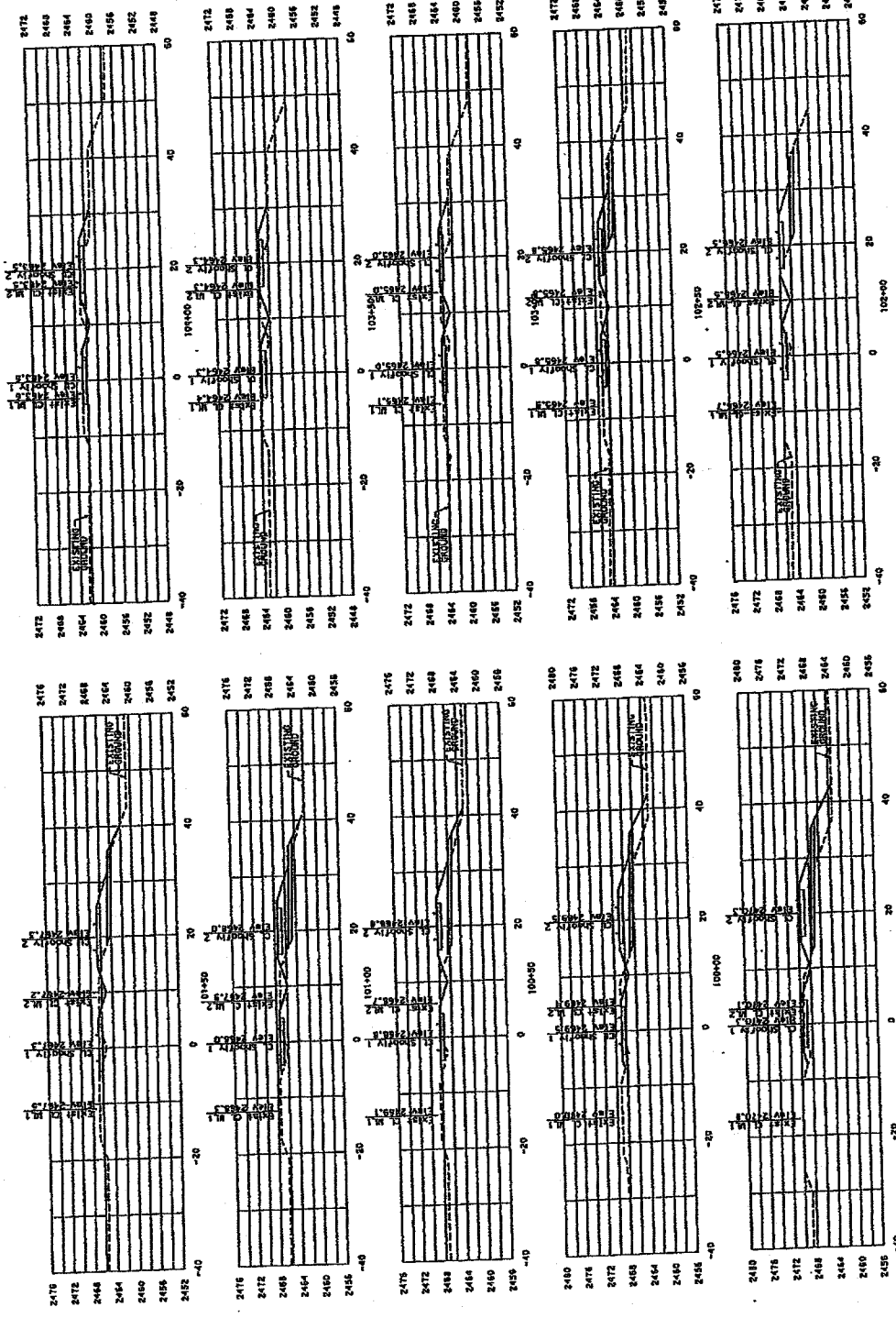
REVISIONS
 SHEET NO. DATE DESCRIPTION
 1 02/22/12
 2 02/22/12

PROJECT: VALLEY PROJECT
 PROJECT MANAGER: EMMETT WALKER
 SAN MARINO, CA 91761
 USER NAME: E:\WORK\PROJECTS\RR-17.dwg
 SHEET FILE: RR-17.dwg

RELATIVE BORDER SCALE
 IS IN INCHES
 0 1 2 3

65% SUBMITTAL

NOTE:
OUTSIDE STATE RIGHT OF WAY
FOR INFORMATIONAL PURPOSES ONLY



SHEET No.
RR-18
SHEET 148 of 188

**SHOOLY SUNSET AVENUE
GRADE SEPARATION
PROJECT**
SHOOLY TRACKS
CROSS SECTIONS
STG 99+50 - STG 104+00

DATE: _____ DATE: _____
DRAWN BY: _____ DATE: _____
CHECKED BY: _____ DATE: _____
PROJECT MANAGER: _____
401 S. STREET, SUITE 600
SAN DIEGO, CA 92101

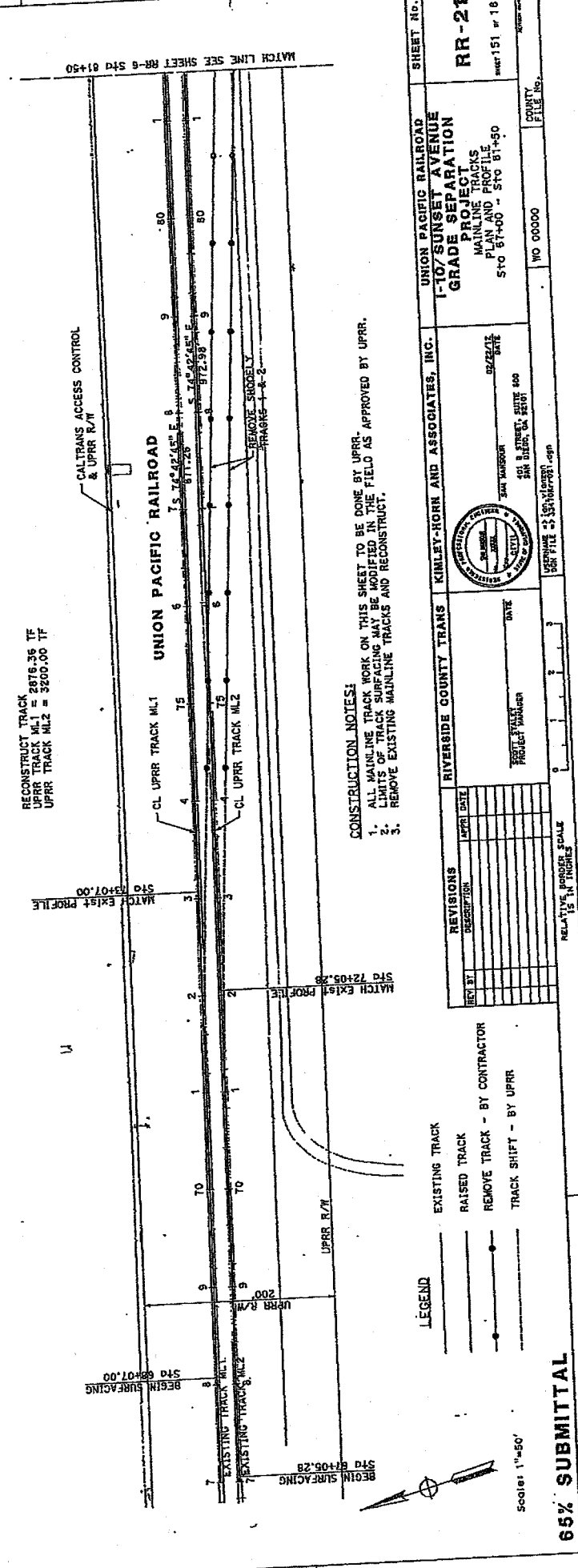
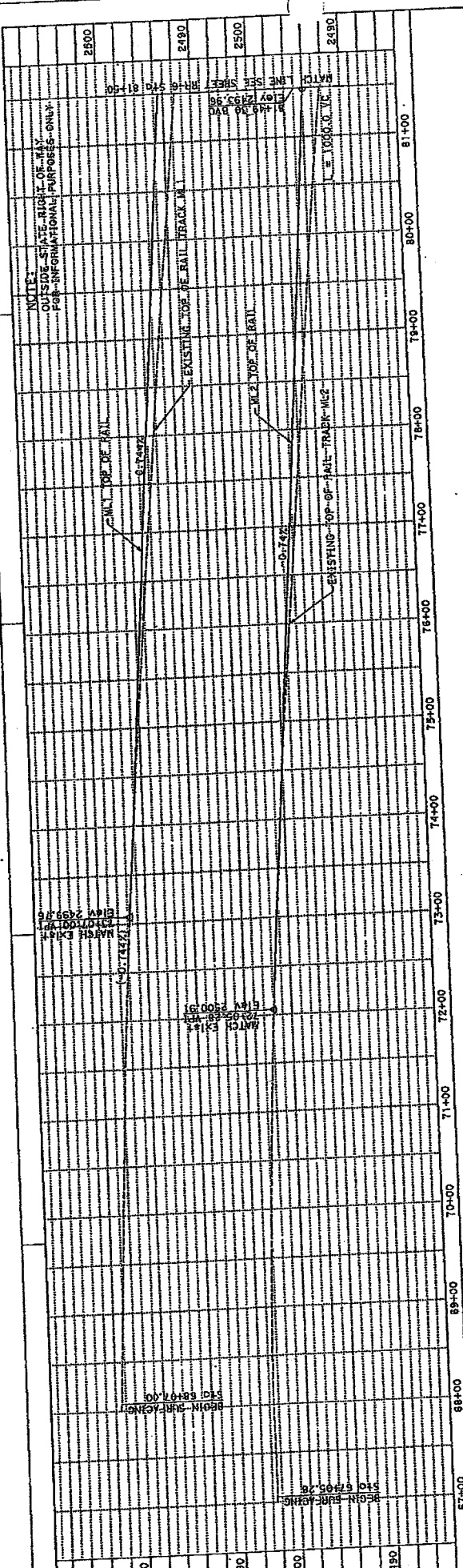


RIVERSIDE COUNTY TRANS
KIMLEY-HORN AND ASSOCIATES, INC.

REV BY	DESCRIPTION	DATE

RELATIVE HORIZONTAL SCALE
IS IN INCHES

65% SUBMITTAL



RECONSTRUCT TRACK
 UPRR TRACK ML1 = 2876.35 IF
 UPRR TRACK ML2 = 3200.00 IF

- CONSTRUCTION NOTES:**
1. ALL MAINLINE TRACK WORK ON THIS SHEET TO BE DONE BY UPRR.
 2. LIMITS OF TRACK SURFACING MAY BE MODIFIED IN THE FIELD AS APPROVED BY UPRR.
 3. REMOVE EXISTING MAINLINE TRACKS AND RECONSTRUCT.

LEGEND

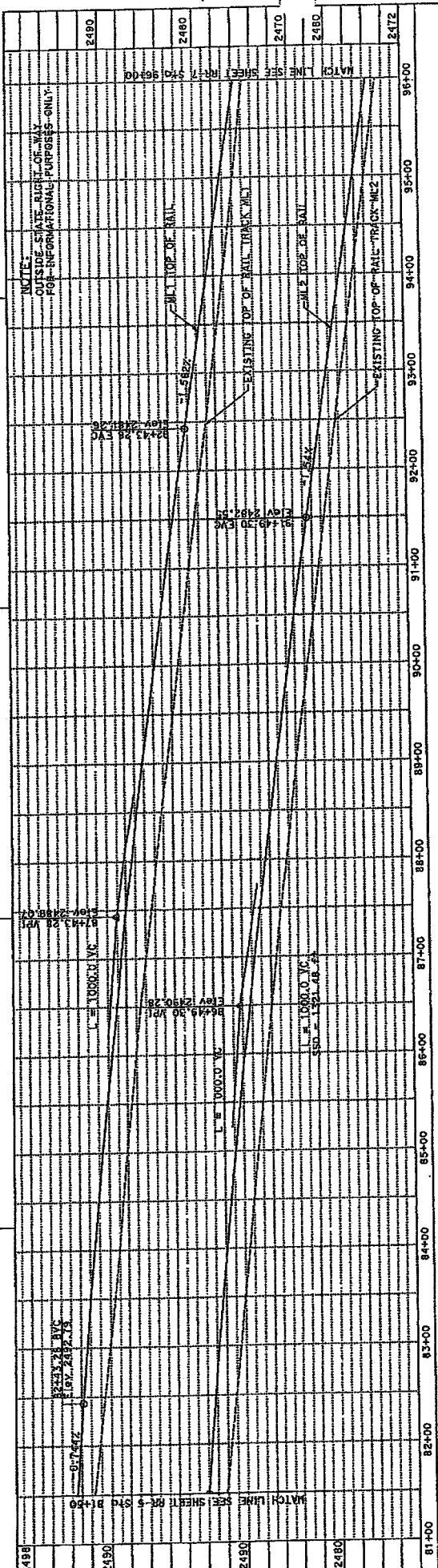
- EXISTING TRACK
- RAISED TRACK
- REMOVE TRACK - BY CONTRACTOR
- TRACK SHIFT - BY UPRR

REV. BY	DESCRIPTION	DATE

UNION PACIFIC RAILROAD
1-10/SUNSET AVENUE
GRADE SEPARATION
 PROJECT
 MAINLINE TRACKS
 PLAN AND PROFILE
 STATION 81+00 TO 87+00

RIVERSIDE COUNTY TRANS
KIMLEY-HORN AND ASSOCIATES, INC.
 PROJECT NUMBER: _____
 DATE: _____
 SCALE: 5/8" = 1' (VERTICAL)
 1/8" = 1' (PLAN)
 1" = 100' (PROFILE)
 SHEET NO. **RR-21**
 DRAWING NO. 151 OF 188

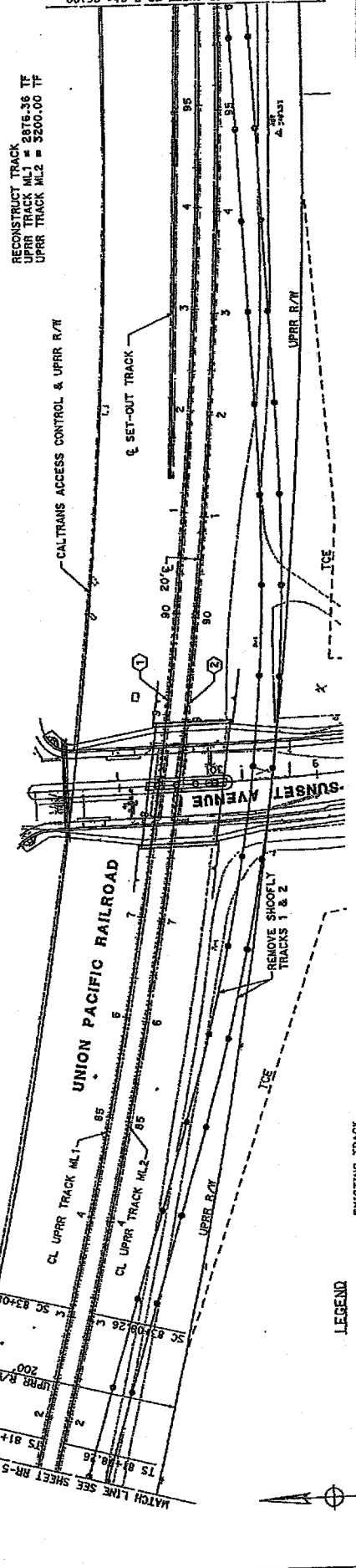
65% SUBMITTAL



CURVE TABLE

NO.	DELTA	DC	EG	LS	SPEED F/P
(1)	13°42'27"	1°00'00"	17'	130'	50/50
(2)	13°42'43"	0°59'46"	17'	130'	50/50

- CONSTRUCTION NOTES:**
1. ALL MAINLINE TRACK WORK ON THIS SHEET TO BE DONE BY UPRR.
 2. LIMITS OF TRACK SURFACING TRACKS TO BE DETERMINED IN THE FIELD AS APPROVED BY UPRR.
 3. REMOVE EXISTING SET-OUT TRACKS AND RECONSTRUCT.
 4. REMOVE EXISTING SET-OUT TRACKS AND RECONSTRUCT.
 5. REMOVE SIGNAL HOUSE AND GATE ARMS AND SLAVAGE CROSSING PANELS.



- LEGEND**
- EXISTING TRACK
 - RAISED TRACK
 - REMOVE TRACK - BY CONTRACTOR
 - TRACK SHIFT - BY UPRR

Scale: 1"=50'

65% SUBMITTAL

REVISIONS

REV BY	DESCRIPTION	APPROVAL	DATE



DATE: _____
 PROJECT MANAGER: _____
 DATE: _____

UNION PACIFIC RAILROAD
1-10/SUNSET AVENUE
GRADE SEPARATION
PROJECT
 MAINLINE TRACKS
 PLAN AND PROFILE
 SFC 81+50 - STG 96+00

RR-22
 SHEET 152 OF 188

NO. 00000
 COUNTY FILE NO.

NOTE:
OUTSIDE STATE RIGHT OF WAY
FOR INFORMATIONAL PURPOSES ONLY

MAINLINE ALIGNMENT DATA

CURVE NUMBER	POINT	STATION	NORTH COORDINATE	EAST COORDINATE	TOTAL CENTRAL ANGLE (D-M-S)	Dc	RADIUS (FT)	LS (FT)	ES (FT)	EO (IN)	EU (IN)	SPEED F/P (MPH)
	POB	73+07.00	2280724.95	6359429.60								
ML.1	TS	81+78.26	2280485.23	6360270.03	13°42'27" LT	1°00'00"	5723.58	1370.74	130.00	1 1/4	0	50/50
	SC	85+08.26	2280461.43	6360395.56								
	PI	89+98.92	2280287.40	6361051.86								
	CS	96+79.00	2280276.23	6361750.43								
	ST	98+09.00	2280275.10	6361880.43								
CC			2286005.05	6361843.43								
	POE	101+83.36	2280273.27	6362254.79								
	POB	72+02.28	2280732.46	6359326.20								
ML.2	TS	81+78.26	2280475.94	6360264.76	13°42'45" LT	0°59'48"	5749.58	1375.98	130.00	1 1/4	0	50/50
	SC	85+08.26	2280442.13	6360390.28								
	PI	89+98.95	2280267.42	6361059.13								
	CS	96+84.24	2280256.22	6361750.33								
	ST	98+14.24	2280255.10	6361880.33								
CC			2286005.05	6361750.33								
	POE	104+00.03	2280292.21	6362471.35								

65% SUBMITTAL



REV BY	DESCRIPTION	DATE

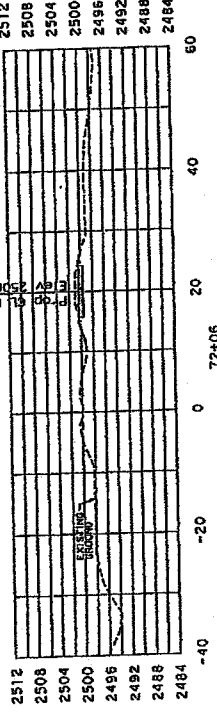
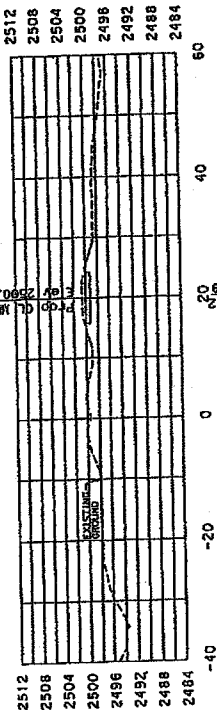
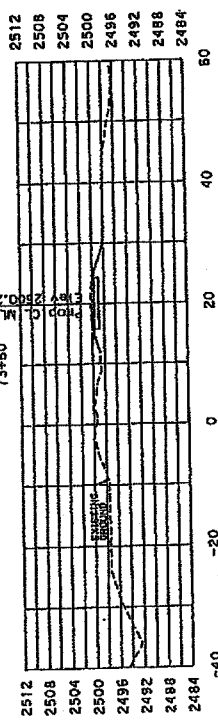
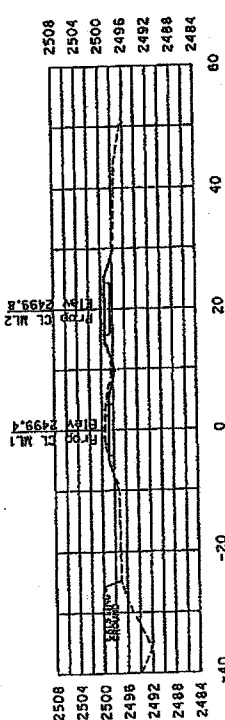
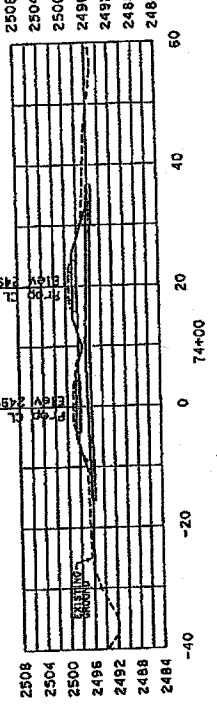
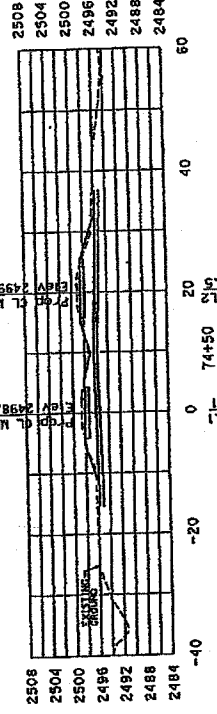
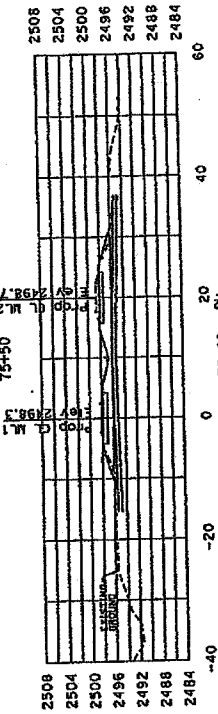
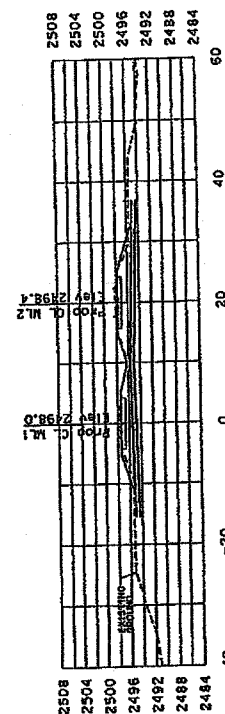
PROJECT MANAGER: [Name]
DATE: [Date]

RIVERSIDE COUNTY TRANS
KIMLEY-HORN AND ASSOCIATES, INC.
UNION PACIFIC RAILROAD
1-TO-7 SUNSET AVENUE
GRADE SEPARATION
PROJECT.
MAINLINE TRACKS
GEOMETRIC DATA TABLE

SHEET No.
RR-24
Sheet 154 of 188

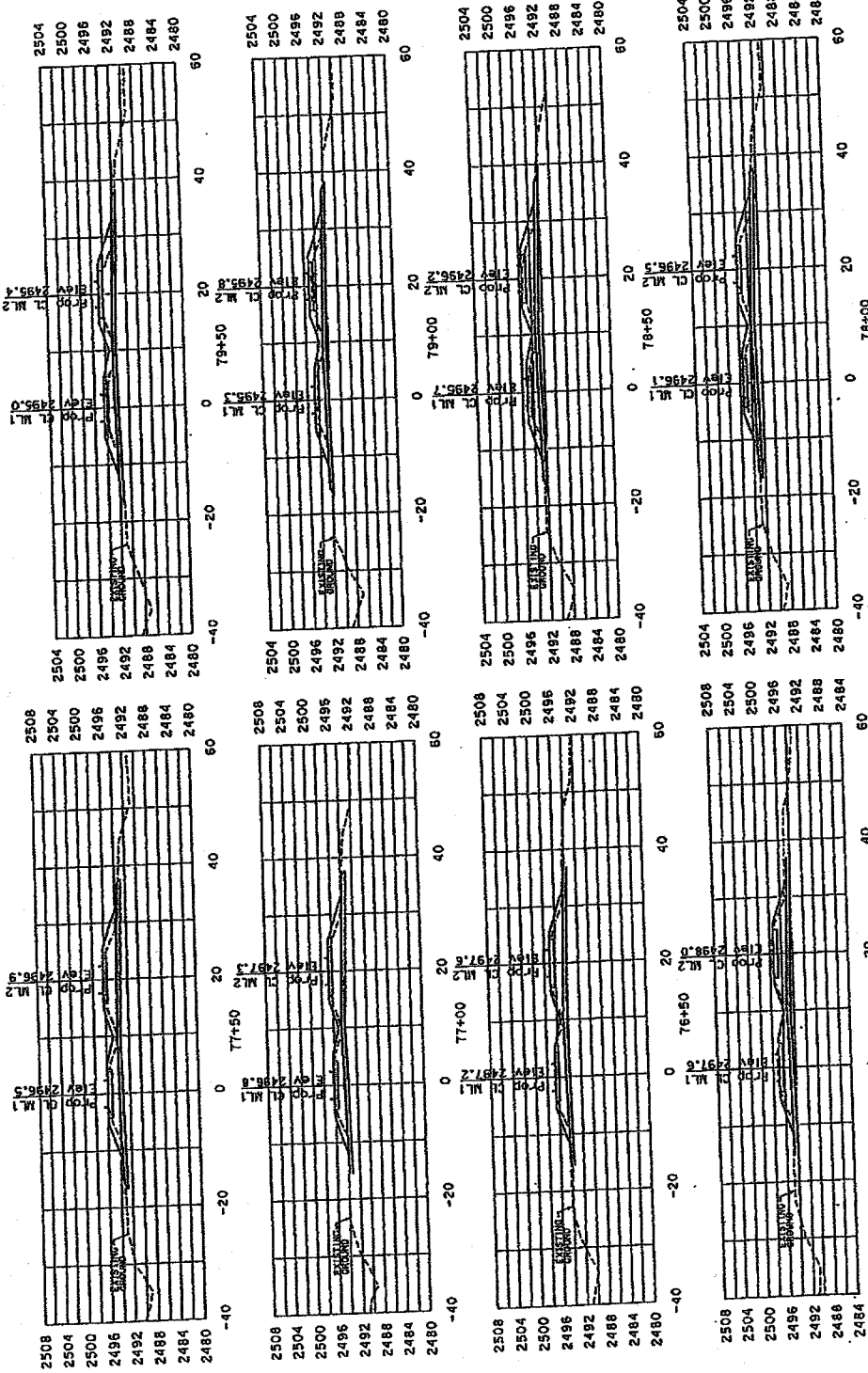
COUNTY FILE No.
080002174

NOTE:
OUTSIDE STATE RIGHT OF WAY
FOR INFORMATIONAL PURPOSES ONLY



RIVERSIDE COUNTY TRANS PROJECT MANAGER DATE		KIMBLEY-HORN AND ASSOCIATES, INC. SAN MANUEL 401 B STREET, SUITE 600 SAN DIEGO, CA 92101		SHEET No. RR-25 SHEET 155 of 188
REVISIONS DESCRIPTION APPR. DATE		UNION PACIFIC RAILROAD 1-10/SUNSET AVENUE GRADE SEPARATION PROJECT MAINLINE TRACKS CROSS SECTIONS Stg 72+06 - Stg 75+50		COUNTY FILE No. 080002174
PREPARED BY JAM VIARZON		RELATIVE HORIZ. SCALE 1" = 40' HORIZ.		65% SUBMITTAL

NOTE: STATE RIGHT OF WAY
OUTSIDE FOR INFORMATIONAL PURPOSES ONLY



REVISIONS	DESCRIPTION	DATE

DESIGNED BY
PREPARED BY
REVISOR BY
DATE APPROVED

JAN WINZON
JAN WINZON
JAN WINZON
JAN WINZON

RELATIVE NUMBER SCALE
1" = 10' VERTICALLY
1" = 20' HORIZONTALLY

65% SUBMITTAL

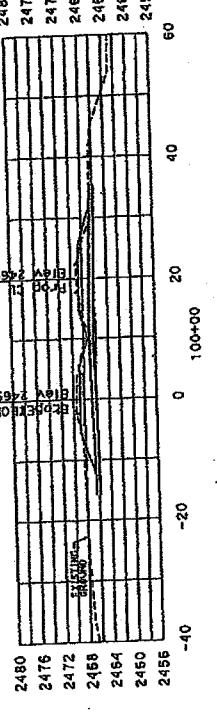
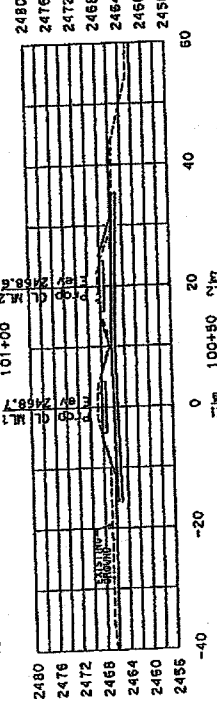
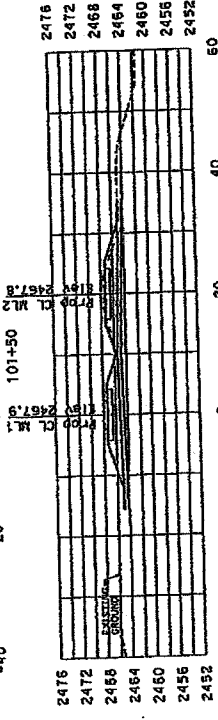
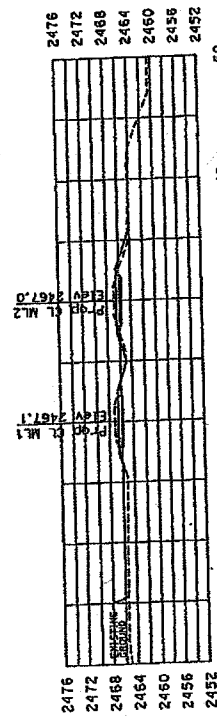
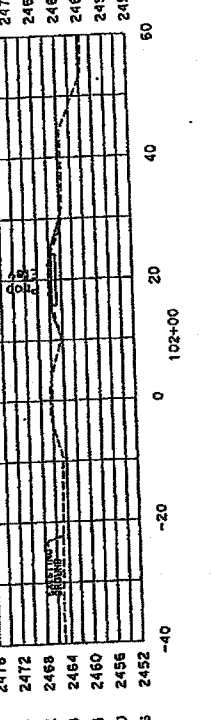
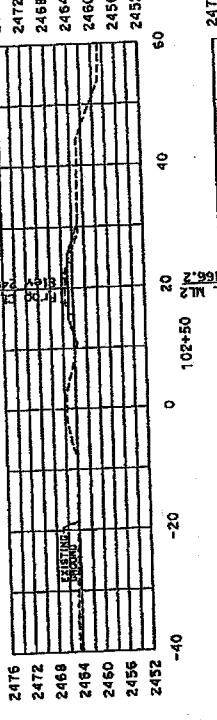
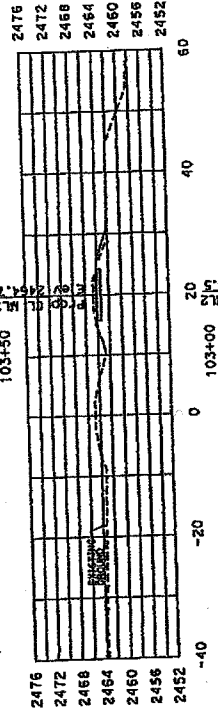
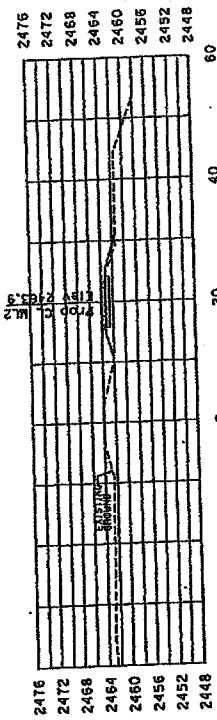
RIVERSIDE COUNTY TRANS
KIMLEY-HORN AND ASSOCIATES, INC.
UNION PACIFIC RAILROAD
1-10/ SUNSET AVENUE
GRADE SEPARATION
PROJECT

CROSS SECTIONS
STC 76+00 - STC 79+50

DATE
PROJECT NUMBER
SHEET 156 of 188

080002174

NOTE: STATE RIGHT OF WAY
OUTSIDE STATE RIGHT OF WAY
FOR INFORMATIONAL PURPOSES ONLY



SHEET NO. **RR-32**
sheet 162 of 188

**UNION PACIFIC RAILROAD
I-10/SUNSET AVENUE
GRADE SEPARATION
PROJECT**

MAINLINE TRACKS
CROSS SECTIONS
STG 100+00 - STG 103+50

COUNTY FILE NO. 080002174

RIVERSIDE COUNTY TRANS **KIMLEY-HORN AND ASSOCIATES, INC.**

DATE: _____

PROJECT MANAGER: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

SAN MARINO, CALIFORNIA 91766
SAN DIEGO, CALIFORNIA 92101

65% SUBMITTAL

EXHIBIT A-3

To Public Highway Underpass Crossing
Agreement

Cover Sheet for the
Permanent Rights Legal Description

EXHIBIT "A"
SUNSET AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION
0529-008B

BEING A PORTION OF THAT CERTAIN UNION PACIFIC RAILROAD RIGHT-OF-WAY, AS DESCRIBED IN UNITED STATES ACT OF CONGRESS DATED MARCH 3, 1871, SHOWN AS PARCEL 4 AND PARCEL 5 ON STATE BOARD OF EQUALIZATION MAP NUMBER 872-33-1, IN THE CITY OF BANNING, CALIFORNIA, LYING WITHIN THE SOUTH EAST ONE-QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF PARCEL 1 OF PARCEL MAP NUMBER 25541 ON FILE IN BOOK 166, PAGES 27 THROUGH 35, INCLUSIVE, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING THE POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SUNSET AVENUE (VARIABLE HALF-WIDTH) AS DESCRIBED BY GRANT DEED RECORDED AUGUST 3, 1982 AS INSTRUMENT NUMBER 132985, OFFICIAL RECORDS OF SAID RECORDER, AND THE SOUTHERLY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY (200.00 FOOT FULL-WIDTH), SAID POINT BEING ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 5,829.03 FEET AND AN INITIAL RADIAL BEARING OF S 08°47'23" W;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00°10'52", AN ARC DISTANCE OF 18.43' FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 68.22' FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 7;

THENCE N 00°04'23" E ALONG SAID PARALLEL LINE, A DISTANCE OF 37.21' FEET;

N 80°42'35" W, A DISTANCE OF 61.25' FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 128.68' FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 7;

THENCE N 00°04'23" E ALONG SAID PARALLEL LINE, A DISTANCE OF 15.25' FEET;

THENCE S 80°42'35" E, A DISTANCE OF 53.00' FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 76.36' FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 7;

THENCE N 00°04'23" E ALONG SAID PARALLEL LINE, A DISTANCE OF 71.00' FEET;

N 80°42'35" W, A DISTANCE OF 43.00' FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 118.81' FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 7;

THENCE N 00°04'23" E ALONG SAID PARALLEL LINE, A DISTANCE OF 15.25' FEET;

THENCE S 80°42'35" E, A DISTANCE OF 51.25' FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 68.22' FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 7;

THENCE N 00°04'23" E ALONG SAID PARALLEL LINE, A DISTANCE OF 63.80' FEET TO A POINT ON THE NORTHERLY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY SAID POINT BEING ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 5,829.03 FEET AND AN INITIAL RADIAL BEARING OF S 09°17'23" W;

EXHIBIT "A"
SUNSET AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION (CONTINUED)
0529-008B

THENCE EASTERLY ALONG SAID NORTHERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF $01^{\circ}13'01''$, AN ARC DISTANCE OF 119.58' FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 60.00' FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 7;

THENCE S $00^{\circ}04'23''$ W ALONG SAID PARALLEL LINE, A DISTANCE OF 66.00' FEET;

THENCE S $80^{\circ}42'35''$ E, A DISTANCE OF 47.50' FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 96.89' FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 7;

THENCE S $00^{\circ}04'23''$ W ALONG SAID PARALLEL LINE, A DISTANCE OF 15.25' FEET;

THENCE N $80^{\circ}42'35''$ W, A DISTANCE OF 41.00' FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 56.42' FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 7;

THENCE S $00^{\circ}04'23''$ W ALONG SAID PARALLEL LINE, A DISTANCE OF 71.00' FEET;

THENCE S $80^{\circ}42'35''$ E, A DISTANCE OF 49.50' FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 105.28' FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 7;

THENCE S $00^{\circ}04'23''$ W ALONG SAID PARALLEL LINE, A DISTANCE OF 15.25' FEET;

THENCE N $80^{\circ}42'36''$ W, A DISTANCE OF 56.00' FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 50.00' FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 7;

THENCE S $00^{\circ}04'23''$ W ALONG SAID PARALLEL LINE, A DISTANCE OF 35.39' FEET TO A POINT ON THE SOUTHERLY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY SAID POINT BEING ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 5,829.03 FEET AND AN INITIAL RADIAL BEARING OF S $07^{\circ}47'47''$ W;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ}59'36''$, AN ARC DISTANCE OF 101.06' FEET TO THE POINT OF BEGINNING.

CONTAINING 28,188 SQUARE FEET, OR 0.647 ACRES, MORE OR LESS.

Appendix "F", Page 71 of 121

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000106481 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 956-I, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: _____

K. Teich

DATE: _____

2-14-13

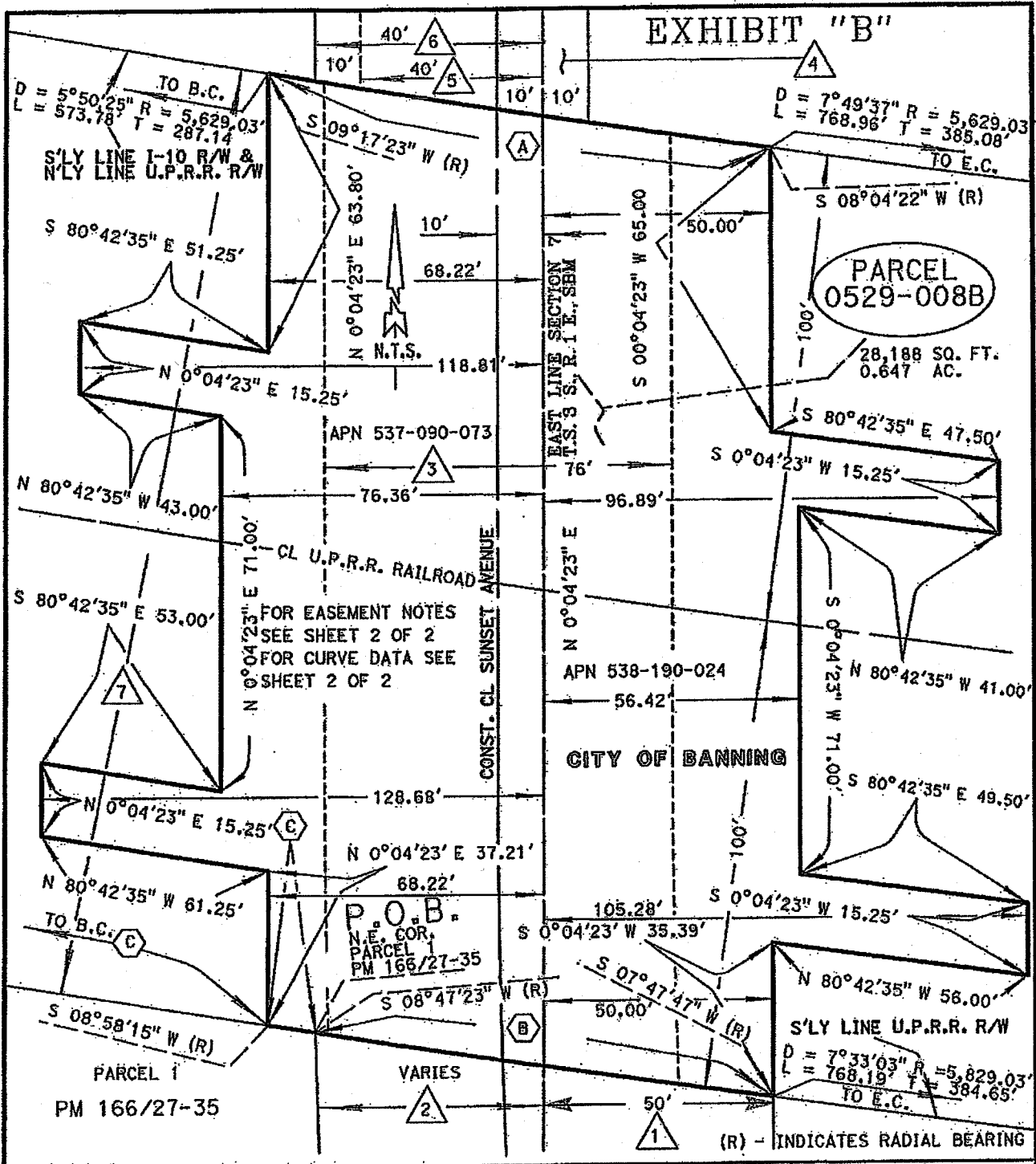


Appendix "F", Page 72 of 121

EXHIBIT A-4

To Public Highway Underpass Crossing
Agreement

Cover Sheet for the
Permanent Rights Survey Print



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1,000106481

PCL No.: 0529-008B
 WO No.: CO-0529
 SCALE: NTS
 PREPARED BY: DLM
 DATE: FEBRUARY, 2013
 SHEET 1 OF 2

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
 SURVEY DIVISION

PROJECT: SUNSET AVENUE (G.S.)

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: *[Signature]* DATE: 2-14-13



EXHIBIT "B"

CURVE DATA

(A)

R = 5,629.03'
 Δ = 1°13'01"
 L = 119.56'
 T = 59.78'

(B)

R = 5,829.03'
 Δ = 0°59'36"
 L = 101.06'
 T = 59.74'

(C)

R = 5,829.03'
 Δ = 0°10'52"
 L = 18.43'
 T = 9.22'

1

RW DEDICATED AND REJECTED PER MB 7/21, DETERMINED PUBLIC RW BASED ON EXISTING IMPROVEMENTS AND MAINTENANCE PURSUANT TO CA. CIVIL CODE 1009(3)(d)

2

RW PER INST. #132985, REC'D 8-3-1982

3

RW PER 84082-88 AS SHOWN ON R.R. MAP 02-01-12-04 SAID DOCUMENT IS UN-RECORDED

4

RW PER O.R. 506/223-224, REC'D 11-8-1919

5

RW PER DEED BOOK 494 PAGE 118, REC'D 11-8-1918

6

RW DEDICATED NOT ACCEPTED PER MB 8 / 64

7

R/W PER ACT OF CONGRESS, 3-3-1871

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000106481

PCL No.: 0529-008B

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
SURVEY DIVISION

WO No.: CO-0529

PROJECT: SUNSET AVENUE (G.S.)

SCALE: NTS

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

PREPARED BY: DLM

DATE: FEBRUARY, 2013

APPROVED BY:

[Signature]

DATE: 2/14/13

SHEET 2 OF 2



EXHIBIT A-5

To Public Highway Underpass Crossing
Agreement

Cover Sheet for the
Temporary Rights Legal Description

EXHIBIT "A"
SUNSET AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION
0529-008A

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES, BEING A PORTION OF THAT CERTAIN UNION PACIFIC RAILROAD RIGHT-OF-WAY, AS DESCRIBED IN UNITED STATES ACT OF CONGRESS DATED MARCH 3, 1871, SHOWN AS PARCEL 4 AND PARCEL 5 ON STATE BOARD OF EQUALIZATION MAP NUMBER 872-33-1, IN THE CITY OF BANNING, CALIFORNIA, LYING WITHIN THE SOUTH EAST ONE-QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF PARCEL 1 OF PARCEL MAP NUMBER 25541 ON FILE IN BOOK 166, PAGES 27 THROUGH 35, INCLUSIVE, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING THE POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SUNSET AVENUE (VARIABLE HALF-WIDTH) AS DESCRIBED BY GRANT DEED RECORDED AUGUST 3, 1982 AS INSTRUMENT NUMBER 132985, OFFICIAL RECORDS OF SAID RECORDER, AND THE SOUTHERLY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY (200.00 FOOT FULL-WIDTH), BEING A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 5,829.03 FEET AND AN INITIAL RADIAL BEARING OF S 08°47'23" W;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 08°20'25", AN ARC DISTANCE OF 645.03 FEET;

THENCE LEAVING SAID SOUTHERLY LINE N 70°37'28"W, A DISTANCE OF 972.56 FEET;

THENCE N 15°07'48"E, A DISTANCE OF 80.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 52.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE S 74°52'12" E ALONG SAID PARALLEL LINE, A DISTANCE OF 969.89 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 5,677.03 FEET, BEING CONCENTRIC WITH AND DISTANT 52.00 FEET NORTHERLY OF, AS MEASURED RADially TO, SAID CENTERLINE;

THENCE EASTERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 14°53'03", AN ARC DISTANCE OF 1,474.77 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 52.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, SAID CENTERLINE;

THENCE S 89°45'15" E ALONG SAID PARALLEL LINE, A DISTANCE OF 739.67 FEET;

THENCE S 00°14'45"W, A DISTANCE OF 109.00 FEET;

THENCE S 86°50'30" W, A DISTANCE OF 740.98 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID THE UNION PACIFIC RAILROAD RIGHT-OF-WAY, BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5,829.03 FEET AND AN INITIAL RADIAL BEARING OF S 00°14'45"W;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 08°32'38", AN ARC DISTANCE OF 869.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 435,832 SQUARE FEET, OR 10.005 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000106481 TO OBTAIN GROUND DISTANCE.

REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 956-I, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

APPROVED BY: Timothy F. Rayburn
DATE: 12/11/2012

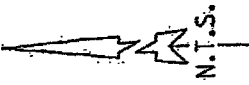


EXHIBIT A-6

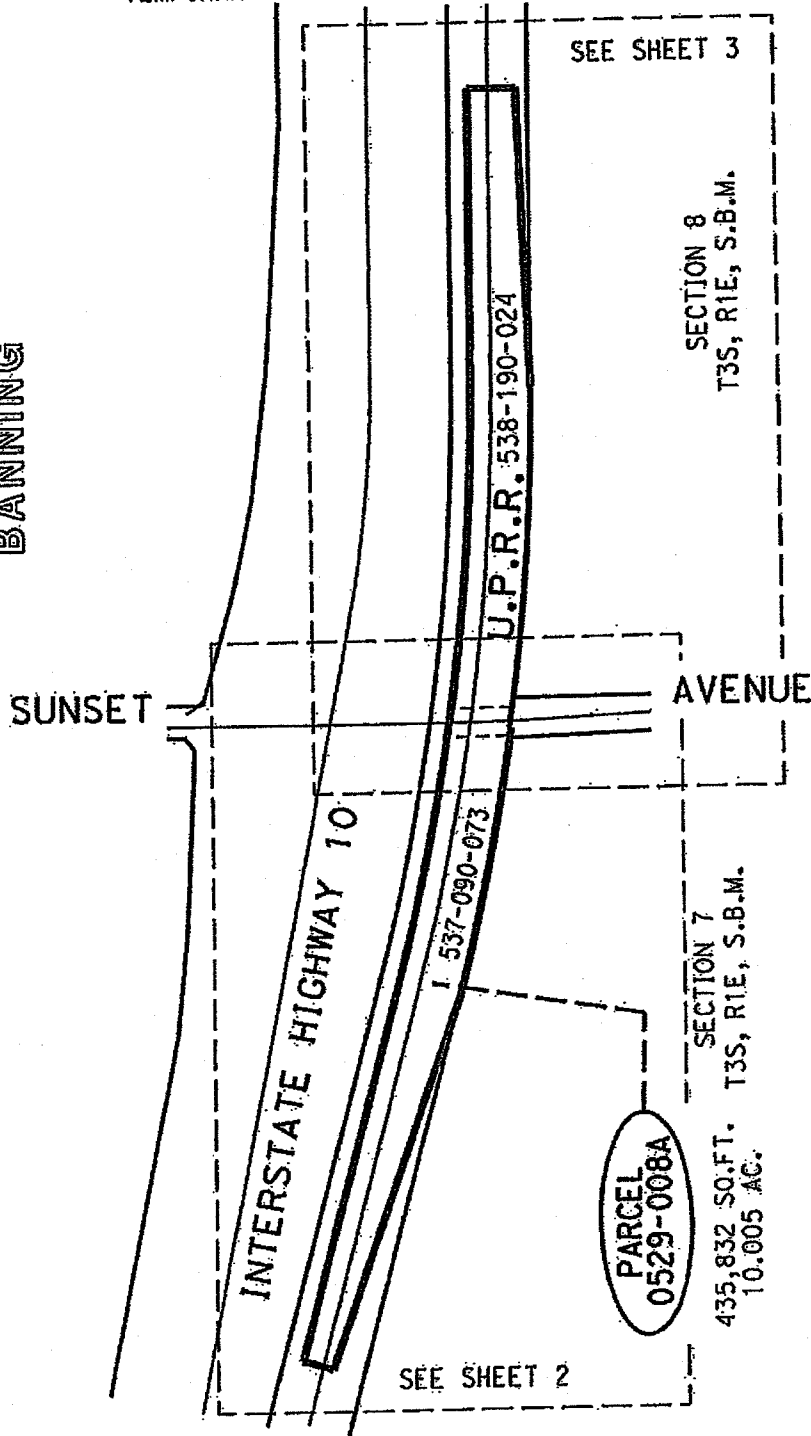
To Public Highway Underpass Crossing
Agreement

Cover Sheet for the
Temporary Rights Survey Print

EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT



CITY
OF
BANNING



SEE SHEET 3

SECTION 8
T3S, R1E, S.B.M.

U.P.R.R. 538-190-024

SUNSET

AVENUE

INTERSTATE HIGHWAY 10

537-090-073

PARCEL
0529-008A

SECTION 7
T3S, R1E, S.B.M.

435,832 SO.FT.
10,005 AC.

SEE SHEET 2

U.P.R.R. = UNION PACIFIC RAILROAD RIGHT-OF-WAY



ALL DISTANCES SHOWN ARE GRID DISTANCES.
GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE
GRID DIST. BY A COMBINATION FACTOR OF 1.000106481.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.
PROJECT: SUNSET AVENUE (GRADE SEPARATION)

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING
DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

PAR. NO.:	0529-008A
PREPARED BY:	BCIII, KKC-B
SCALE:	N.T.S.
DATE:	MAY, 2012
W.O. NO.:	CO-0529
SHEET 1 OF 3	

APPROVED BY: *Timothy F. Rayburn* DATE: 12/11/2012

CITY OF BANNING

LINE DATA

① N 15°07'48" E - 80.00'

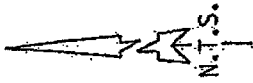
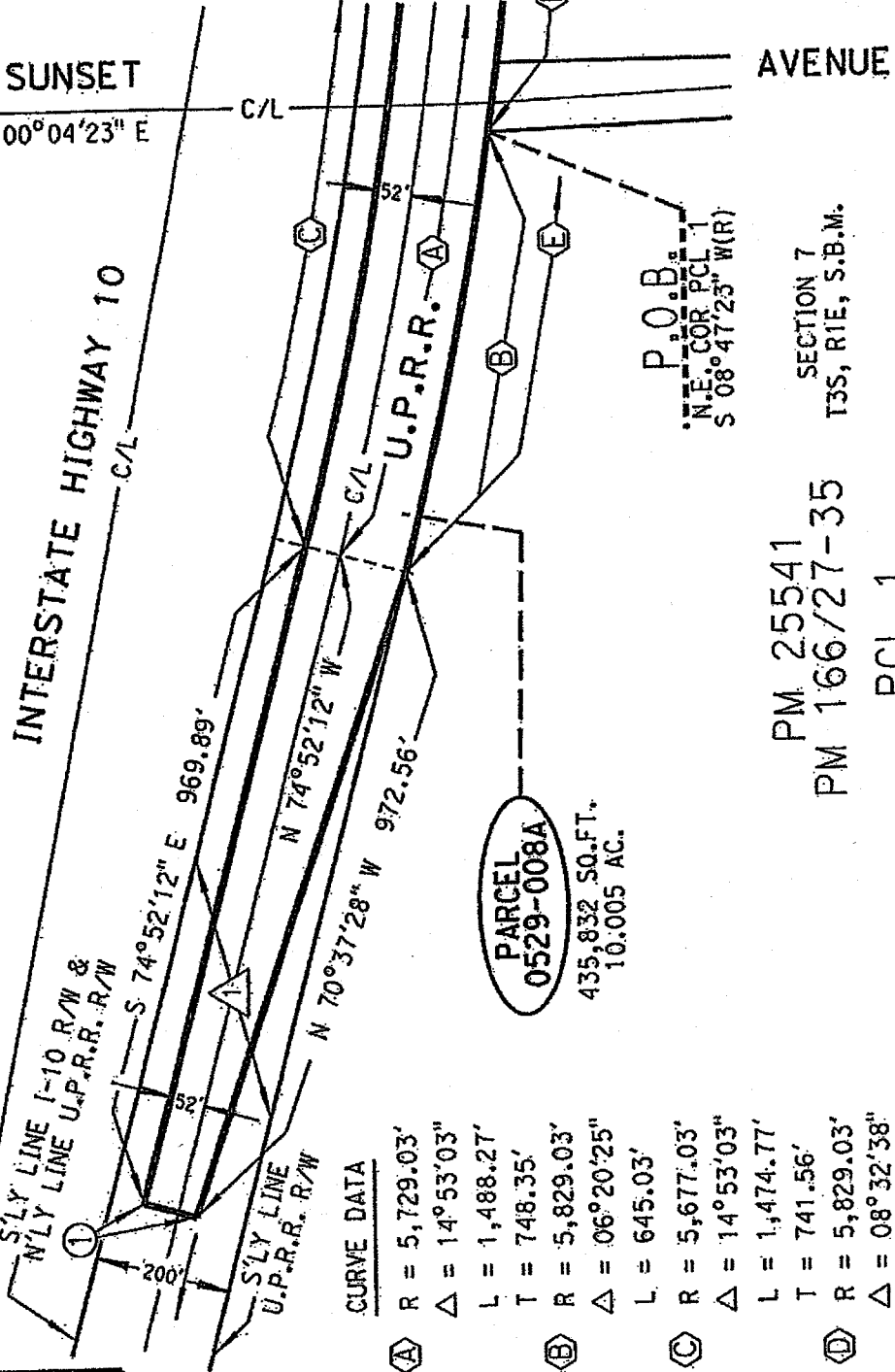


EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT
SEE SHEET 3



CURVE DATA	
R = 5,729.03'	①
Δ = 14°53'03"	
L = 1,488.27'	
T = 748.35'	
R = 5,829.03'	②
Δ = 06°20'25"	
L = 645.03'	
R = 5,677.03'	③
Δ = 14°53'03"	
L = 1,474.77'	
T = 741.56'	
R = 5,829.03'	④
Δ = 08°32'38"	
L = 869.22'	
R = 5,829.03'	⑤
Δ = 14°53'03"	
L = 1,514.25'	
T = 761.41'	

PM 25541
PM 166/27-35
SECTION 7
T3S, R1E, S.B.M.
PCL 1
PCL 1

P.O.B.
N.E. COR. PCL 1
S 08°47'23" W(R)

U.P.R.R. = UNION PACIFIC RAILROAD RIGHT-OF-WAY
▲ R/W PER ACT OF CONGRESS. 3/3/1871.



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000106481.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.
PROJECT: SUNSET AVENUE (GRADE SEPARATION)
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: *Timothy F. Rayburn* DATE: *12/11/2012*

PAR. NO.:	0529-008A
PREPARED BY:	BCIII, KKC-B
SCALE:	N.T.S.
DATE:	MAY, 2012
W.O. NO.:	CO-0529
SHEET 2 OF 3	

LINE DATA

② S 00°14'45" W - 108.00'

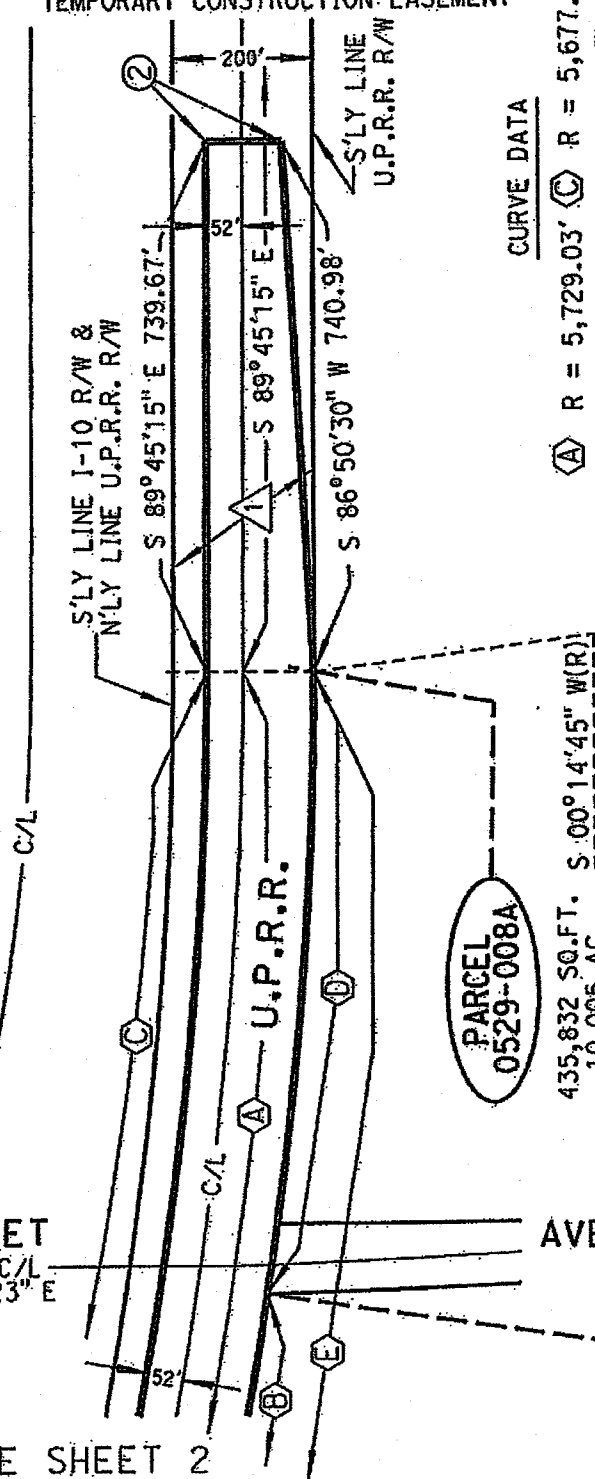
CITY OF BANNING

SECTION 8
T3S, R1E, S.B.M.

INTERSTATE HIGHWAY 10

SEE SHEET 2

EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT



CURVE DATA

Ⓐ	R = 5,729.03'	Ⓒ	R = 5,677.03'
	Δ = 14°53'03"		Δ = 14°53'03"
	L = 1,488.27'		L = 1,474.77'
	T = 748.35'		T = 741.56'
Ⓑ	R = 5,829.03'	Ⓓ	R = 5,829.03'
	Δ = 06°20'25"		Δ = 08°32'38"
	L = 645.03'		L = 869.22'
		Ⓔ	R = 5,829.03'
			Δ = 14°53'03"
			L = 1,514.25'
			T = 761.41'

LOT 8
MB 7/21

PARCEL
0529-008A

435,832 SQ.FT. S 00°14'45" W(R)
10.005 AC.

P.O.B.
N.E. COR. PCL 1
S 08°47'23" W(R)

U.P.R.R. = UNION PACIFIC RAILROAD RIGHT-OF-WAY

PM 25541
PM 166/27-35

PCL 1

△ R/W PER ACT OF CONGRESS 3/3/1871.



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DIST. BY A COMBINATION FACTOR OF 1.000106481.

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.
PROJECT: SUNSET AVENUE (GRADE SEPARATION)

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

APPROVED BY: *Timothy F. Rayburn* DATE: 12/11/2012

PAR. NO.:	0529-008A
PREPARED BY:	BCIII, KKC-B
SCALE:	N.T.S.
DATE:	MAY, 2012
W.O. NO.:	CO-0529

SHEET 3 OF 3

EXHIBIT B

To Public Highway Underpass Crossing
Agreement

Cover Sheet for the
General Terms and Conditions

EXHIBIT B

TO PUBLIC HIGHWAY UNDERPASS AGREEMENT

GENERAL TERMS AND CONDITIONS

SECTION 1. CONDITIONS AND COVENANTS

- A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The City shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the City shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the City for the purpose of conveying electric power or communications incidental to the City's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the City to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.
- B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes.
- C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The City shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the City at its own expense settles with and obtains releases from such nonparties.
- D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to the Structure, provided that such attachments shall comply with City's specifications and will not interfere with the City's use of the Crossing Area.
- E. So far as it lawfully may do so, the City will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.
- F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Structure and its appurtenances, or for the performance of any work in connection with the Project, the City will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF STRUCTURE

- A. The City, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.
- B. Except as may be otherwise specifically provided herein, the City, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Structure and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right of way fences between the Structure and the railroad tracks. Upon completion of the Project, the City shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.
- C. All construction work of the City upon the Railroad's property (including, but not limited to, construction of the Structure and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, the Railroad's Coordination Requirements set forth in Exhibit D and other guidelines furnished by the Railroad.
- D. All construction work of the City shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the City. The City hereby assumes the risk of any such delays and agrees that no claims for damage on account of any delay shall be made against the Railroad by the State and/or the Contractor.

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SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the City, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the City is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the City at the City's own expense, or by the Railroad at the expense of the City, and to the satisfaction of the Railroad's Assistant Vice President Engineering - Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify the City of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the City shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

- A. The City, at its expense, shall maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Structure, including the waterproofing and below, and further including, but not limited to, the superstructure, substructure, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the Structure, as well as all graffiti removal or overpainting involving the Structure.
- B. The Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, above the waterproofing, including, but not limited to, the rails, ties, ballast and communication and signal facilities owned by the Railroad.

SECTION 6. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the City that the work will be performed in a safe manner and in conformity with the following standards:

- A. Definitions. All references in this Agreement to the City shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the City shall include work both within and outside of the Railroad's property.
- B. Entry on to Railroad's Property by City. If the City's employees need to enter Railroad's property in order to perform an inspection of the Structure, minor maintenance or other activities, the City shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the City, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the City's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of City's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.
- C. Flagging.
 - (i) If the City's employees need to enter Railroad's property as provided in Paragraph B above, the City agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by City in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform City whether a flagman need be present and whether City needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill City for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, City agrees that City is not relieved of any of its responsibilities or liabilities set forth in this Agreement.
 - (ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency.

Appendix F, Page 84 of 121



Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, City shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though City may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, City must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, City will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

- D. **Compliance With Laws.** The City shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The City shall use only such methods as are consistent with safety, both as concerns the City, the City's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The City (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the City to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the City shall reimburse and, to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The City further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.
- E. **No Interference or Delays.** The City shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.
- F. **Supervision.** The City, at its own expense, shall adequately police and supervise all work to be performed by the City, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the City for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the City with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the City will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.
- G. **Suspension of Work.** If at any time the City's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the City is being or is about to be done or prosecuted without due regard and precaution for safety and security, the City shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.
- H. **Removal of Debris.** The City shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the City at the City's own expense or by the Railroad at the expense of the City. The City shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.
- I. **Explosives.** The City shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.
- J. **Excavation.** The City shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The City shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The City, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the City in connection with construction, maintenance or other

Appendix "F", Page 85 of 121

work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

- K. **Drainage.** The City, at the City's own expense, shall provide and maintain suitable facilities for draining the Structure and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The City, at the City's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the City, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The City shall not obstruct or interfere with existing ditches or drainage facilities.
- L. **Notice.** Before commencing any work, the City shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.
- M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. City shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the City. If it is, City will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 7. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the City, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the City shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the Structure has been completed.

SECTION 8. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 9. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of City for a period of three (3) years following the date of Railroad's last billing sent to City.

SECTION 10. REMEDIES FOR BREACH OR NONUSE

- A. If the City shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Structure and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the City will reimburse the Railroad for the expenses thereof.
- B. Nonuse by the City of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months after the completion of the construction of the Structure shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the City hereunder.
- C. The City will surrender peaceable possession of the Crossing Area and Structure upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 11. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the City and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the City shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the City and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

Appendix "F", Page 86 of 121

EXHIBIT C

To Public Highway Underpass Crossing
Agreement

Cover Sheet for the
Railroad's Flagging & Inspection Estimate

EXHIBIT C

**RAILROAD FLAGGING & INSPECTION ESTIMATE
TO PUBLIC ROAD CROSSING GRADE SEPARATION AGREEMENT**

DESCRIPTION OF WORK:

Perform flagging and inspection services for the City of Banning, for the construction of the Sunset Avenue Grade Separation project. (US DOT No. 440-707T), at Railroad Mile Post 566.20 on the Yuma Subdivision, in City of Banning, California.

LOCATION: Banning, California

DATE: April 13, 2012

DESCRIPTION	LABOR	MATERIAL	AUTHORITY TOTAL
FLAGGING (at \$1,200/day) 360 days	\$432,000		\$432,000
INSPECTION	\$ 75,000		\$ 75,000
10% Contingency	\$ 50,700		\$ 50,700
TOTAL PROJECT	\$ 557,700		\$ 557,700
TOTAL ESTIMATED COST OF PROJECT LESS CREDITS			\$ 557,700

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OF AMOUNT OF MATERIAL OR LABOR REQUIRED, THE AUTHORITY WILL BE BILLED FOR ACTUAL COST AT THE CURRENT RATES EFFECTIVE THEREOF.

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EXHIBIT C-1

To Public Highway Underpass Crossing
Agreement

Cover Sheet for the
Railroad's Material & Force Account Estimate

Material And Force Account Estimate Riverside County Trans

Estimate Number: 70964 Version: 1

Standard Rates: Labor Additive = 211.7% WT Labor Additive = 194.11%
Estimate Good for 6 Months Until 06/14/13

Location: YUMA SUB, CONN, 561-665.58
 Description of Work: Sunset I-10 Grade Separation - Banning, CA - Yuma Subdivision MP 566.20
 -UP Work

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL	
TRACK ITEMS									
		SURFACE AND LINING	0.2	TM		15,000.00	2,000	1,000	3,000
						Sub-Total =	2,000	1,000	3,000
ENGINEERING									
		ENGINEERING	1	LS		150,000.00	150,000	0	150,000
		FLAGGING	5	MD		1,200.00	6,000	0	6,000
						Sub-Total =	150,000	0	156,000
TRACK CONSTRUCTION - COMPANY									
Shift/Shift Back at Tie Ins	TRACK	SHIFT TRACK: M.L. W/O TIES	4656	TF		25.81	83,940	32,719	116,658
246' Rubber Tie Track for Bridge	TRACK	141# CWR/HO CTIE SAFLOK3	5326	TF		248.87	616,741	706,763	1,325,603
		MOBILIZATION: COMPANY	4	DA		11,450.00	45,800	0	45,800
						Sub-Total =	748,480	739,481	1,487,962
TRACK REMOVAL - COMPANY									
Exsting Main Track	TRACK	REMOVE TRACK	5326	TF		14.03	74,744	0	74,744
						Sub-Total =	74,744	0	74,744
SIGNAL - COMPANY									
		SIGNAL: REMOVAL	1	LS		30,000.00	30,000	0	30,000
						Sub-Total =	30,000	0	30,000
EQUIPMENT RENTAL									
		EQUIPMENT RENTAL	1	LS		30,000.00	0	30,000	30,000
						Sub-Total =	0	30,000	30,000
HOMELINE FREIGHT									
		HOMELINE FREIGHT	13817	Per Ton		5.26	0	72,541	72,541
						Sub-Total =	0	72,541	72,541
PROJECT LEVEL COST									
	CONTINGENCIES	CONTINGENCY	10	%		18,542.47	101,122	84,302	185,425
						Sub-Total =	101,122	84,302	185,425
						Totals =	1,112,347	927,325	2,039,671

Total Wgt. in Tons = 13,817

Grand Total = \$2,039,671

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, Riverside County Trans will pay actual construction costs at the current rates effective thereof.

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EXHIBIT D

To Public Highway Underpass Crossing
Agreement

Cover Sheet for the
Railroad's Coordination Requirements

EXHIBIT D

TO PUBLIC HIGHWAY UNDERPASS CROSSING AGREEMENT

RAILROAD'S COORDINATION REQUIREMENTS

1.01 DEFINITIONS

Agreement: Agreement that has been signed, or will be signed, between Railroad and Agency covering the construction and maintenance of the Project.

Agency: City of Banning

AREMA: American Railway Engineering and Maintenance-of-way Association

Contractor: The contractor or contractors hired by the Agency to perform any project work on any portion of Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

MUTCD: Manual on Uniform Traffic Control Devices

Project: Construction of the new Sunset Avenue Underpass grade separated public road crossing

Railroad: Union Pacific Railroad Company

Railroad Project Representative: Railroad's Manager of Industry and Public Projects for this Project (see Section 1.03)

Railroad MTM Representative: Railroad's Manager of Track Maintenance for this Project (see Section 1.03)

Requirements: The Railroad Coordination Requirements set forth in this Exhibit.

1.02 DESCRIPTION

This Project includes construction work within Railroad's right-of-way. These Requirements describe coordination with the Railroad when work by the Contractor will be performed upon, over or under the Railroad right-of-way or may impact current or future Railroad operations. The Contractor will coordinate with the Railroad while performing the work outlined in this Agreement and shall afford the same cooperation with the Railroad as it does with the Agency. All submittals and work shall be completed in compliance with these Requirements, Railroad guidelines and requirements, AREMA recommendations and/or as directed by the Railroad Local Representative and/or the Railroad MTM Representative.

1.03 UPRR CONTACTS

The Railroad Project Representative for this project is:

*Kenneth Tom
 Manager Industry & Public Projects
 Union Pacific Railroad Company
 2015 South Willow Avenue
 Bloomington, CA 92316
 phone: 909-685-2288
 fax: 909-879-6289
 cell: 909-213-3239*

For Railroad flagging services and track work, contact the following Railroad MTM Representative:

*Denny Gallegos
 Manager Track Maintenance
 Union Pacific Railroad Company
 235 Luis Estrada Street
 Beaumont, CA 92223
 phone: 909-685-2154
 cell: 909-213-7161
 fax: 909-685-2165*

1.04 PLANS / SPECIFICATIONS

The plans and specifications for this Project, affecting the Railroad, are subject to the written approval by the Railroad. Changes in the plans made after the execution of the Agreement and/or the awarding of the Project to the Contractor are subject to the prior review and written approval of the Agency and the Railroad. No construction work shall commence until final stamped plans and/or changes to final stamped plans have been reviewed and approved by the Railroad in writing. The Railroad's review and approval of the Agency's and/or Contractor's plans in no way relieves the Agency and Contractor from their responsibilities, obligations and/or liabilities under this Agreement, Agency's agreement with the Contractor for the Project and/or in the separate Contractor's Right of Entry Agreement referenced in Section 1.08. Railroad's approval will be given with

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the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of Agency's and/or Contractor's plans and that any reliance by the Agency or the Contractor with respect to such plans is at the risk of the Agency and the Contractor.

1.05 UTILITIES AND FIBER OPTICS

- A. All installations shall be constructed in accordance with current AREMA recommendations and Railroad specifications and requirements. Railroad general guidelines and the required application forms for utility installations can be found on the Railroad website at <http://www.upr.com/reus/pipeline/install.shtml>.
- B. It shall be the responsibility of the Contractor, at its expense, to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. Railroad has no obligation to supply additional Railroad property for non-railroad facilities affected by this Project, nor does the Railroad have any obligation to permit non railroad facilities to be abandoned in place or relocated on Railroad's property. Any facility and/or utility that crosses Railroad right of way must be covered under an agreement with the Railroad including, without limitation, any relocations of an existing facility and/or utility.
- C. Any longitudinal fiber optic lines on Railroad right of way shall be treated as Railroad facilities. Project design may need to be altered to accommodate such facilities.
- D. Any fiber optic relocations or protections that are required due to this Project will be at the Agency's expense.

1.06 GENERAL

- A. It is essential that the proposed construction shall be performed without interference to Railroad operations and in compliance with all applicable Railroad and Federal Railroad Administration rules and regulations. The Railroad shall be reimbursed by the Contractor or Agency for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from the Contractor's construction or other activities.
- B. Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail. All work shall be designed and executed outside the temporary construction clearance envelope defined in Section 1.12.
- C. The Contractor is also advised that new facilities within the Project may be scheduled to be built by the Railroad and that certain Contractor's activities cannot proceed until that work is complete. The Contractor shall be aware of the limits of responsibilities, allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the Railroad.

1.07 RAILROAD OPERATIONS

- A. The Contractor shall be advised that trains and/or equipment should be expected on any track, at any time, and in either direction. The Contractor shall communicate with the Railroad MTM Representative to improve the Contractor's understanding of Railroad traffic volume and operation at the Project site. The Contractor's bid shall be structured assuming intermittent track windows as defined in Section 1.07 C
- B. All Railroad tracks within and adjacent to the Project site are to be assumed as active and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations can occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with Railroad's operations.
- C. Work windows for this Project shall be coordinated with the Agency or Contractor and the Railroad Project Representative and the Railroad MTM Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:
 1. **Conditional Work Window:** A period of time in which Railroad's operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track, a Railroad flag person will be required. At the direction of the flag person, upon approach of a train and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet from the nearest active track or as directed by the Railroad MTM Representative). Conditional Work Windows are available for the project subject to Railroad's local operating unit review and approval.
 2. **Absolute Work Window:** A period of time in which construction activities are given priority over Railroad's operations. During this time the designated Railroad track(s) will be inactive for train movements and may be fouled by the Contractor. Before the end of an Absolute Work Window, all Railroad tracks and signals must be completely operational for normal train operations. Also, all Railroad, Public Utilities Commission and Federal Railroad Administration requirements, codes and regulations for operational tracks must be complied with. Should the operating tracks and/or signals be affected, the Railroad will perform inspections of the work prior to placing the affected track back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window.

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Absolute Work Windows will generally not be granted. Any request will require a detailed written explanation for Railroad review and approval.

1.08 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

- A. Prior to beginning any work within the Railroad right-of-way, the Contractor shall enter into an agreement with the Railroad in the form of the Contractor's Right of Entry Agreement, attached as Exhibit E, or latest version thereof provided by the Railroad. There is a fee for processing of the agreement which shall be borne by the Contractor. The right of entry agreement shall specify working time frames, flagging, inspection and insurance requirements and any other items specified by the Railroad.
- B. The Contractor shall give advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing work in connection with construction upon or over Railroad's right-of-way and shall observe the Railroad rules and regulations with respect thereto.
- C. All work upon the Railroad right-of-way shall be done at such times and in such a manner as not to interfere with or endanger the operations of the Railroad. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad MTM Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by the Railroad is available at the job site. See Section 1.21 for railroad flagging requirements.
- D. The Contractor shall make requests in writing to both the Railroad Project Representative and the Railroad MTM Representative for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:
 - 1. Description of work to be done.
 - 2. The days and hours that work will be performed.
 - 3. The exact location of the work and proximity to the tracks.
 - 4. The type of window and amount of time requested.
 - 5. The designated contact person for the Contractor.

The Contractor shall provide a written confirmation notice to the Railroad MTM Representative at least fifteen (15) days prior to commencing work in connection with the approved work windows when work will be performed within 25 feet of any track center line. All work shall be performed in accordance with previously approved work plans.

- E. Should a condition arise from, or in connection with, the work which requires immediate and unusual actions to be made to protect operations and property of the Railroad, the Contractor shall undertake such actions. If, in the judgment of the Railroad MTM Representative, such actions are insufficient, the Railroad MTM Representative may require or provide such actions as deemed necessary. In any event, such actions shall be at the Contractor's expense and without cost to the Railroad. The Railroad or Agency have the right to order the Contractor to temporarily cease operations in the event of an emergency or if, in the opinion of the Railroad MTM Representative, the Contractor's operations may inhibit the Railroads operations. In the event such an order is given, the Contractor shall immediately notify the Agency of the order.

1.09 INSURANCE

The Contractor shall not begin work within the Railroad's right-of-way until the Railroad has been furnished the insurance policies, binders, certificates and endorsements required by the Contractor's Right-of-Entry Agreement, and the Railroad Project Representative has advised the Agency that such insurance is in accordance with such Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes all tools, equipment, and material from Railroad property and cleans the premises in a manner reasonably satisfactory to the Railroad.

1.10 RAILROAD SAFETY ORIENTATION

All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Orientation for Contractor's Safety" and be registered prior to working on Railroad property. This orientation is available at www.contractororientation.com. This course is required to be completed annually. The preceding training does not apply for longitudinal fiber optic installations.

1.11 COOPERATION

The Railroad shall cooperate with the Contractor in the scheduling of Project work with the understanding that Railroad's train operations at the job site shall have priority over the Contractor's activities.

1.12 CONSTRUCTION CLEARANCES

The Contractor shall abide by the twenty-one (21) foot temporary vertical construction clearance defined in section 4.4.1.1

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and twelve (12) foot temporary horizontal construction clearance defined in section 4.4.1.2 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects. It shall be the Contractor's responsibility to obtain such guidelines from the Agency or Railroad.

Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by the Railroad.

Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to the Railroad Project Representative through the Agency at least thirty (30) days in advance of the work. No work shall be undertaken until the variance is approved in writing by the Railroad Project Representative.

1.13 SUBMITTALS

- A. Construction submittals and Requests for Information (RFI) shall be submitted per Section 3.5 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. The minimum review times, as indicated in tables 3-1 and 3-2 of Section 3.5 of the BNSF and UPRR Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. The details of the construction affecting the Railroad tracks and property, not already included in the contract plans, shall be submitted by the Agency to the Railroad Project Representative for the Railroad's review and written approval before such construction is undertaken. The Railroad shall not be liable to Agency, Contractor, and or any other person or entity if the Railroad's review exceeds a four-week review time.
- C. As Built Submittals shall be submitted per Section 3.6 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

1.14 MAINTENANCE OF PROPER DRAINAGE AND DAMAGE TO RAILROAD FACILITIES

- A. The Contractor, at its expense, shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and to repair and restore any Railroad property, tracks and facilities of Railroad and/or its tenants.
- B. The Contractor must submit a proposed method of erosion control and have the method reviewed and approved by the Railroad prior to beginning any grading on the project site. Erosion control methods must comply with all applicable local, state and federal regulations.

1.15 SITE INSPECTIONS BY RAILROAD PROJECT REPRESENTATIVE, RAILROAD MTM REPRESENTATIVE OR RAILROAD'S CONTRACTOR

- A. In addition to the office reviews of construction submittals, site observations will be performed by the Railroad Project Representative, Railroad MTM Representative or Railroad's Contractor at significant points during construction per Section 4.11 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. Site inspections are not limited to the milestone events listed in the guidelines. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the Railroad.
- C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided by the Contractor to the Agency for submittal to the Railroad's Project Representative for review and approval prior to commencement of work. This schedule shall also include the anticipated dates on which the above listed events will occur. This schedule shall be updated for all critical listed events as necessary but at least monthly so that site visits may be scheduled.

1.16 RAILROAD REPRESENTATIVES

- A. Railroad representatives, conductors, flag persons or watch persons will be provided by the Railroad at the expense of the Agency or Contractor (as stated elsewhere in these bid documents) to protect Railroad facilities, property and movements of its trains and engines. In general, the Railroad will furnish such personnel or other protective services as follows:
 - 1. When any part of any equipment or object, such as erection or construction activities, is standing or being operated within 25 feet, measured horizontally from centerline, of any track on which trains may operate.
 - 2. For any excavation below the elevation of track subgrade when, in the opinion of the Railroad MTM Representative, the track or other Railroad facilities may be subject to settlement or movement.
 - 3. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities which, in the opinion of the Railroad MTM Representative, may affect Railroad facilities or inhibit operations.
 - 4. During any Contractor's operations when, in the opinion of the Railroad MTM Representative, the Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.
- B. The Contractor shall arrange with the Railroad Local Representative to provide the adequate number of flag persons to



accomplish the work.

1.17 WALKWAYS REQUIRED

Parallel to the outer side of each exterior track of multiple operated track and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending in width not less than twelve feet (12') perpendicular from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practical. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9' perpendicular from the center line of tangent track or 9' - 6" horizontal from curved track.

1.18 COMMUNICATIONS AND SIGNAL LINES

If required, the Railroad, at Agency's expense, will rearrange its communications and signal lines, grade crossing warning devices, train signals, tracks and facilities that are in use and maintained by Railroad forces in connection with its operation. This work by the Railroad will be done by its own forces or by contractors under a continuing contract and may or may not be a part of the work under this contract.

1.19 TRAFFIC CONTROL

The Contractor's operations which control traffic across or around Railroad facilities shall be coordinated with and approved by the Railroad MTM Representative and shall be in compliance with the MUTCD.

1.20 CONSTRUCTION EXCAVATIONS: CALL BEFORE YOU DIG NUMBER

- A. The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and Railroad "Guidelines for Temporary Shoring".
- B. In addition to calling the "811" number and/or the local "one call center", the Contractor shall call the Railroad's "Call Before You Dig" number at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. Central Standard Time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near Railroad property, the Contractor will co-ordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad property. The determination of whether fiber optics will be affected by the Project shall be made during the initial design phase of the Project.
- C. The Railroad does not allow temporary at grade crossings unless absolutely necessary and there is no alternative route available to contractor to access the project site. Alternative plans should be considered to avoid crossing Railroad tracks at grade.

1.21 RAILROAD FLAGGING

Performance of any work by the Contractor in which person(s) or equipment will be within twenty-five (25) feet of any track, or that any object or equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track, require railroad flagging services or other protective measures. The Contractor shall give an advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing any such work, allowing the Railroad to determine the need for flagging or other protective measures which ensure the safety of Railroad's operations, employees and equipment. Contractor shall comply with all other requirements regarding flagging services covered by the Contractor's Right of Entry Agreement. Any costs associated with failure to abide by these requirements will be borne by the Contractor.

The estimated pay rate for each flag person is \$1,200.00 per day for an 8-hour work day with time and one-half for overtime, Saturdays, Sundays; double time and one-half for holidays. Flagging rates are set by the Railroad and are subject to change due to, but not limited to, travel time, setup plus, per diem and rest time (if work is required at night).

1.22 CLEANING OF RIGHT-OF-WAY

The Contractor shall, upon completion of the work to be performed within the right-of-way and/or properties of the Railroad and adjacent to its tracks, wire lines and other facilities, promptly remove from the Railroad right-of-way all Contractor's tools, implements and other materials whether brought upon the right-of-way by the Contractor or any subcontractors employee or agent of Contractor or of any subcontractor, and leave the right-of-way in a clean and presentable condition to the satisfaction of the Railroad.

1.23 CONTRACTOR'S RESPONSIBILITY OF SUPERVISION

The Contractor, at its expense, shall adequately supervise all work to be performed by the Contractor. Such responsibility shall not be lessened or otherwise affected by Railroad's approval of plans and specifications, or by the presence at the work site of the Railroad Project Representative, Railroad MTM Representative or any other Railroad representative or Railroad

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Contractor providing inspection services, or by the compliance by the Contractor with any requests or recommendations made by such representatives. The Contractor will give due consideration to suggestions and recommendations made by such representatives for the safety and protection of the Railroad's property and operations.

1.24 USE OF EXPLOSIVES AT PROJECT SITE PROHIBITED

The Contractor's use of explosives at the Project site is expressly prohibited unless authorized in advance in writing by the Railroad Project Representative.

EXHIBIT E

To Public Highway Underpass Crossing
Agreement

Cover Sheet for the
Form of Contractor's Right of Entry Agreement

performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C & D.

The General Terms and Conditions contained in **Exhibit B**, the Insurance Requirements contained in **Exhibit C**, and the Minimum Safety Requirements contained in **Exhibit D**, each attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

- A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.
- B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

MTM

- C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

- A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until _____, unless sooner terminated as herein *(Expiration Date)* provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.
- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

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ARTICLE 7 - CERTIFICATE OF INSURANCE.

- A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.
- B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

*Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, MS 1690
Omaha, NE 68179-1690
UPRR Folder No.: Folder Number*

ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 9 - CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

ARTICLE 10 - EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

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EXHIBIT A

Exhibit A will be a print showing the general location of the work site.



EXHIBIT B

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

GENERAL TERMS & CONDITIONS

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least thirty (30) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in Exhibit D, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of Exhibit D to each of its employees before they enter the job site.

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B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor

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and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

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EXHIBIT C

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

A. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. BUSINESS AUTOMOBILE COVERAGE INSURANCE. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less than \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. RAILROAD PROTECTIVE LIABILITY INSURANCE. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this Agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this Agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. UMBRELLA OR EXCESS INSURANCE. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

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F. POLLUTION LIABILITY INSURANCE. Pollution liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. In any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

OTHER REQUIREMENTS

G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

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EXHIBIT D

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. CLOTHING

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. PERSONAL PROTECTIVE EQUIPMENT

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. ON TRACK SAFETY

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

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IV. EQUIPMENT

A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
- Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
- Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.

C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. GENERAL SAFETY REQUIREMENTS

A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.

B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.

D. All employees comply with the following safety procedures when working around any railroad track:

- (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
- (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
- (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
- (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
- (v) Before stepping over or crossing tracks, look in both directions first.
- (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.

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EXHIBIT F

To Public Highway Underpass Crossing
Agreement

Cover Sheet for the
Form of Easement

After Recording, Return To:

Space Above This Line for County Recorder's Use

UPRR Folder No.: Folder Number

EASEMENT

THIS INSTRUMENT is made this _____ day of _____, 20____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (the "Grantor"), and the **NAME OF POLITICAL BODY**, a municipal corporation of the State of Name of State (the "Grantee"):

1. Grantor, for and in consideration of the sum of **FEE - WRITTEN (\$Fee - Numeric)** and in consideration of the mutual covenants contained herein, hereby grants to Grantee, its successors and assigns, subject to the conditions herein contained, the right to construct, maintain, repair, operate, reconstruct and renew a(n) at-grade public highway crossing for Name of Public Street in City, County & State, on, along, and across the property described in **Exhibit A**, hereto attached and hereby made a part hereof, (the "Property").

2. This grant is subject to (i) the terms and conditions of the separate agreement between the Grantor and Grantee dated _____, covering *(Date of C&M Agreement)* the construction and maintenance of a(n) at-grade crossing and (ii) all prior and outstanding licenses, leases, easements, restrictions, conditions, covenants, liens and claims of title which may affect the Property, whether recorded or unrecorded, and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof.

3. This grant is made subject to the prior and continuing right and obligation of Grantor, its successors and assigns, to use all the Property in the performance of its duty as a common carrier, and there is reserved unto Grantor, its successors and assigns, the right (consistent with the rights herein granted) to construct, reconstruct, maintain, repair,

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use and operate existing and future transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across and along the Property. Grantor may move equipment of all types on, along and over the grant area.

4. If the Property, or any portion thereof, shall cease to be needed for public highway purposes, then and in that event, the rights herein granted shall, as to such portion(s), thereupon cease and terminate and Grantor, its successors and assigns, shall resume possession thereof of such portion(s) of the Property. In such circumstances, the Grantee, if so requested by Grantor, shall execute and deliver to Grantor a quitclaim and release document in recordable form that releases the grant of rights contained herein.

IN WITNESS WHEREOF, the Grantor and Grantee have each duly executed this instrument as of the date first herein written.

ATTEST:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

BEVERLY J. KUBAT
Assistant Secretary

By _____
DANIEL A. LEIS
General Director Contracts

(Seal)

Accepted:

NAME OF POLITICAL BODY

By _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this ____ day of _____, 20____, before me, *Paul G. Farrell*, a Notary Public in and for said County and State, personally appeared ***Daniel A. Leis*** and ***Beverly J. Kubat*** who are the *General Director Contracts* and the *Assistant Secretary*, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Paul G. Farrell
Notary Public for and in said State

My commission expires: January 29, 2014

†(Affix Notary Seal Here)†

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 200____, before me, a Notary Public in and for said County and State, personally appeared

(Name of Individual Executing Agreement on Behalf of the Political Body)

who is the _____
(Title of Individual Executing Agreement on Behalf of the Political Body)
of the Name of Political Body, and who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public for and in said State

My commission expires: _____
(Expiration Date)

†(Affix Notary Seal Here)†

EXHIBIT "A"
SUNSET AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION
0529-008B

BEING A PORTION OF THAT CERTAIN UNION PACIFIC RAILROAD RIGHT-OF-WAY, AS DESCRIBED IN UNITED STATES ACT OF CONGRESS DATED MARCH 3, 1871, SHOWN AS PARCEL 4 AND PARCEL 6 ON STATE BOARD OF EQUALIZATION MAP NUMBER 872-33-1, IN THE CITY OF BANNING, CALIFORNIA, LYING WITHIN THE SOUTH EAST ONE-QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF PARCEL 1 OF PARCEL MAP NUMBER 25541 ON FILE IN BOOK 166, PAGES 27 THROUGH 35, INCLUSIVE, OF PARCEL MAPS, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING THE POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SUNSET AVENUE (VARIABLE HALF-WIDTH) AS DESCRIBED BY GRANT DEED RECORDED AUGUST 3, 1982 AS INSTRUMENT NUMBER 132985, OFFICIAL RECORDS OF SAID RECORDER, AND THE SOUTHERLY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY (200.00 FOOT FULL-WIDTH), SAID POINT BEING ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 5,829.03 FEET AND AN INITIAL RADIAL BEARING OF S 08°47'23" W;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00°10'52", AN ARC DISTANCE OF 18.43' FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 68.22' FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 7;

THENCE N 00°04'23" E ALONG SAID PARALLEL LINE, A DISTANCE OF 37.21' FEET;

N 80°42'35" W, A DISTANCE OF 61.25' FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 128.68' FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 7;

THENCE N 00°04'23" E ALONG SAID PARALLEL LINE, A DISTANCE OF 15.25' FEET;

THENCE S 80°42'35" E, A DISTANCE OF 53.00' FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 76.36' FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 7;

THENCE N 00°04'23" E ALONG SAID PARALLEL LINE, A DISTANCE OF 71.00' FEET;

N 80°42'35" W, A DISTANCE OF 43.00' FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 118.81' FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 7;

THENCE N 00°04'23" E ALONG SAID PARALLEL LINE, A DISTANCE OF 15.25' FEET;

THENCE S 80°42'35" E, A DISTANCE OF 51.25' FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 68.22' FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 7;

THENCE N 00°04'23" E ALONG SAID PARALLEL LINE, A DISTANCE OF 63.80' FEET TO A POINT ON THE NORTHERLY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY SAID POINT BEING ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 5,629.03 FEET AND AN INITIAL RADIAL BEARING OF S 09°17'23" W;

EXHIBIT "A"
SUNSET AVENUE (GRADE SEPARATION)
LEGAL DESCRIPTION (CONTINUED)
0529-008B

THENCE EASTERLY ALONG SAID NORTHERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 01°13'01", AN ARC DISTANCE OF 119.56' FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 50.00' FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 7;

THENCE S 00°04'23" W ALONG SAID PARALLEL LINE, A DISTANCE OF 65.00' FEET;

THENCE S 80°42'35" E, A DISTANCE OF 47.50' FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 96.89' FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 7;

THENCE S 00°04'23" W ALONG SAID PARALLEL LINE, A DISTANCE OF 15.25' FEET;

THENCE N 80°42'35" W, A DISTANCE OF 41.00' FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 56.42' FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 7;

THENCE S 00°04'23" W ALONG SAID PARALLEL LINE, A DISTANCE OF 71.00' FEET;

THENCE S 80°42'35" E, A DISTANCE OF 49.50' FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 105.28' FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 7;

THENCE S 00°04'23" W ALONG SAID PARALLEL LINE, A DISTANCE OF 15.25' FEET;

THENCE N 80°42'35" W, A DISTANCE OF 56.00' FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 50.00' FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 7;

THENCE S 00°04'23" W ALONG SAID PARALLEL LINE, A DISTANCE OF 35.39' FEET TO A POINT ON THE SOUTHERLY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY SAID POINT BEING ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 5,829.03 FEET AND AN INITIAL RADIAL BEARING OF S 07°47'47" W;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00°59'36", AN ARC DISTANCE OF 101.06' FEET TO THE POINT OF BEGINNING.

CONTAINING 28,188 SQUARE FEET, OR 0.647 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000106481 TO OBTAIN GROUND DISTANCE.

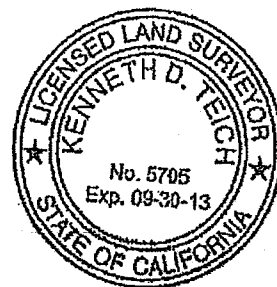
REFERENCE IS HEREBY MADE TO RIVERSIDE COUNTY MAP NUMBER 956-I, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA.

SEE ATTACHED EXHIBIT "B"

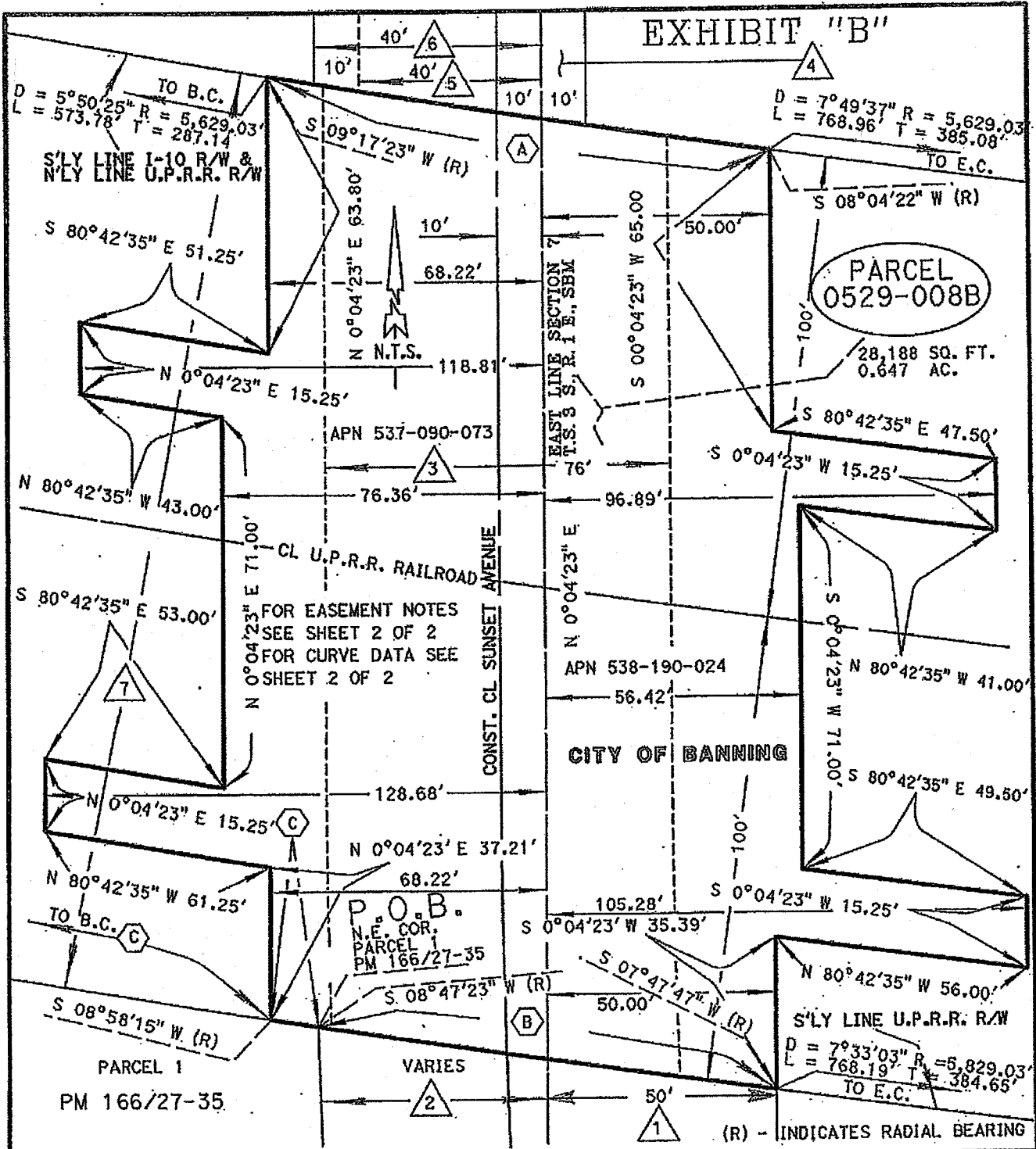
APPROVED BY: _____

DATE: _____

K. Teich
2-14-13



Appendix "F", Page 119 of 121



Appendix "F", Page 120 of 121

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000106481	
PCL No.: 0529-008B	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: C0-0529	PROJECT: SUNSET AVENUE [G.S.]
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: DLM	APPROVED BY: <i>[Signature]</i>
DATE: FEBRUARY, 2013	DATE: 2-14-13
SHEET 1 OF 2	



EXHIBIT "B"

CURVE DATA

⬡

R = 5,629.03'
 Δ = 1°13'01"
 L = 119.56'
 T = 59.78'

⚠

RW DEDICATED AND REJECTED
 PER MB 7/21. DETERMINED
 PUBLIC RW BASED ON
 EXISTING IMPROVEMENTS
 AND MAINTENANCE
 PURSUANT TO CA. CIVIL CODE
 1009(3)(d)

⚠

RW PER INST. #132985,
 REC'D 8-3-1982

⬡

R = 5,829.03'
 Δ = 0°59'36"
 L = 101.06'
 T = 59.74'

⚠

RW PER 84082-88 AS SHOWN
 ON R.R. MAP 02-01-12-04
 SAID DOCUMENT IS
 UN-RECORDED

⬡

R = 5,829.03'
 Δ = 0°10'52"
 L = 18.43'
 T = 9.22'

⚠

RW PER O.R. 506/223-224,
 REC'D 11-8-1919

⚠

RW PER DEED BOOK 494 PAGE
 118, REC'D 11-8-1918

⚠

RW DEDICATED NOT ACCEPTED
 PER MB 8 / 64

⚠

R/W PER ACT OF CONGRESS,
 3-3-1871

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED
 BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000106481

PCL No.: 0529-008B

COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT,
 SURVEY DIVISION

WO No.: CO-0529

PROJECT: SUNSET AVENUE [G.S.]

SCALE: NTS

THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING
 DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.

PREPARED BY: DLM

DATE: FEBRUARY, 2013

APPROVED BY:

DATE:

SHEET 2 OF 2



MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3-96

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the recommendation from Transportation & Land Management Agency/Transportation regarding the Approval of the Plans and Specifications for the Sunset Avenue Railroad Grade Separation Project in the City of Banning, 5th/5th District is continued to Tuesday, September 24, 2013 at 9:00 a.m.

Roll Call:

Ayes: Jeffries, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on September 10, 2013 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: September 10, 2013
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

(seal)

By: *Kecia Harper-Ihem* Deputy

AGE. NO. NO.

3-

xc: Transp., COB/