

Project Name: Gilbert Street Improvements (Phase II) at Railroad  
Crossing Facility/Parcel No.: Z58-252  
Agreement MA-080-24010466

UP Real Estate Project No.: 0204509

**PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

Gilbert Street  
DOT 748011G  
MP 512.40 – Stanton Industrial Lead  
Anaheim, Orange County, California

THIS PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **COUNTY OF ORANGE**, a political subdivision of the State of California to be addressed at 601 North Ross Street, Santa Ana, CA 92701 ("County"). The Railroad and County may be referred to herein individually as to "Party," or collectively as the "Parties."

**RECITALS:**

By instrument dated November 22, 1966, and recorded March 17, 1967, in Book 8202 of pages 232 through 236 in the Official Records of the Orange County, California, the Southern Pacific Company and the County entered into an agreement (the "Original Easement") covering the construction, use, maintenance and repair of an at grade public road crossing over Gilbert Street, DOT Number 748011G at Railroad's Milepost 512.40 on Railroad's Stanton Industrial Lead at or near Anaheim, Orange County, California. The Original Easement area of approximately 4,790 square feet is identified on County records as Parcel Z58-105.

By Street or Highway Easement dated October 29, 1968, and recorded February 14, 1969, in Book 8874 of pages 807 through 812 in the Official Records of the Orange County, California, the Southern Pacific Company and the County entered into an additional agreement (the "Additional Easement") for the widening of the Gilbert Street crossing. The Additional Easement area of approximately 608 square feet is identified on County records as Parcel BAA 512.4. Together, the Original Easement and Additional Easement are referred to as the "Original Agreements."

The Railroad named herein is successor in interest to the Southern Pacific Company.

The County now desires to undertake as its project (the "Project") the reconstruction and widening of the road crossing that was constructed under the Original Agreements to accommodate a signal interconnect project. The road crossing, as reconstructed and widened is hereinafter the "Roadway" and the portion of the Railroad's property where the Roadway crosses the Railroad's property is the "Crossing Area."

The right of way granted by the Southern Pacific Company to the County under the terms of the Original Agreements is not sufficient to allow for the reconstruction and widening of the Roadway. Therefore, under this Agreement, the Railroad will be granting additional rights to the County to facilitate the reconstruction and widening of the Roadway. The portion of Railroad's property that County needs to use in connection with the Roadway (in addition to the right of way area covered under the Original Agreements) is shown on the print marked **Exhibit A** and also described in the legal description marked **Exhibit A-1**, with each exhibit being attached hereto and hereby made a part hereof (the "Crossing Area"). The County's type, size and location prints of the Project are marked **Exhibit A-2**, attached hereto and hereby made a part hereof.

In support of its Project, the County has requested the Railroad's cooperation in connection with installing grade crossing protection devices, installing highway traffic control signals and installing the necessary relays and other materials required to interconnect and coordinate the operation of said railroad grade crossing protection devices with the operation of said highway traffic control signals. Said work is to be performed at the sole expense of County.

The Railroad and the County are entering into this Agreement to cover the above.

**AGREEMENT:**

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

**Section 1. EXHIBIT B**

The general terms and conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

**Section 2. RAILROAD GRANTS RIGHT**

Upon completion of the execution of this Agreement and Railroad's receipt from County of **SIXTY-SIX THOUSAND TWENTY-FIVE DOLLARS (\$66,025.00)**, the Railroad shall execute and deliver to the County a limited non-exclusive roadway easement in the Easement Deed marked **Exhibit G**, attached hereto and hereby made a part hereof, for the property described and shown on **Exhibits A and A-1**.

For purposes of advanced signal preemption, Railroad hereby grants permission and authority to County and/or its Contractor (as defined below) to install the conduit with the necessary wiring on Railroad right of way on the condition that prior to performing any work on Railroad's property, County shall, or shall require its Contractor to, notify the Railroad and/or enter into a right of entry agreement with Railroad, as applicable pursuant to the terms and conditions of this Agreement.

**Section 3. DEFINITION OF CONTRACTOR**

For purposes of this Agreement the term “Contractor” shall mean the contractor or contractors hired by the County to perform any Project work on any portion of the 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.

**Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE**

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the County shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor’s Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The County confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts  
Union Pacific Railroad Company  
Real Estate Department  
1400 Douglas Street, Mail Stop 1690  
Omaha, NE 68179-1690  
UP Project No. 0204509

D. If the County's own employees will be performing any of the Project work, the County may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

**Section 5. FEDERAL AID POLICY GUIDE**

If the County will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140,

Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

**Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD**

The County agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

**Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO COUNTY; COUNTY'S PAYMENT OF BILLS**

A. The work to be performed by the Railroad, at the County's sole cost and expense, is described in the Railroad's Material and Force Account Estimates dated July 20, 2022, and October 7, 2022, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimates"). As set forth in the Estimates, the Railroad's estimated cost for the Railroad's work associated with the Project is Six Hundred Fifty Six Thousand Six Hundred Six Dollars (\$656,606.00).

B. The Railroad, if it so elects, may recalculate and update the Estimates submitted to the County in the event the County does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimates.

C. The County acknowledges that the Estimates may not include any estimate of flagging or other protective service costs that are to be paid by the County or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the County or the Contractor as determined by the Railroad and the County. If it is determined that the Railroad will be billing the Contractor directly for such costs, the County agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the County during the Project and final billing to the County within one hundred eighty (180) days after receiving written notice from the County that all Project work affecting the Railroad's property has been completed.

E. The County agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

**Section 8. PLANS**

A. The County, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the County or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the County or Contractor on the Plans is at the risk of the County and Contractor.

**Section 9. NON-RAILROAD IMPROVEMENTS**

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new

agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and County mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

**Section 10. NOTICES**

Except County and Contractor commencement of work notice(s) required under Exhibit B and/or the Railroad's Contractor's Right of Entry Agreement, as may be applicable, any formal notice, request, demand, instruction or other document (each of which is herein called a "Notice") to be given hereunder to any Party shall be in writing and shall be delivered to the person at the appropriate address set forth below by personal service (including express or courier service), by electronic mail or by the United States Postal Service in the State of California via duly registered or certified mail, postage prepaid, return receipt requested, as follows:

If to Railroad:            Union Pacific Railroad Company  
                                  Real Estate Department  
                                  1400 Douglas Street, Mail Stop 1690  
                                  Omaha, Nebraska 68179

If to County:             County of Orange  
                                  601 North Ross Street  
                                  Santa Ana, CA 92701

**Section 11. EFFECTIVE DATE; TERM; TERMINATION**

A.     This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B.     The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the County in the event the County does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C.     If the Agreement is terminated as provided above, or for any other reason, the County shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

**Section 12. CONDITIONS TO BE MET BEFORE COUNTY CAN COMMENCE WORK**

Neither the County nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and County have executed this Agreement.
- (ii) The Railroad has provided to the County the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

**Section 13. FUTURE PROJECTS**

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and County agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

**Section 14. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

- A. County shall not assign this Agreement without the prior written consent of Railroad.
- B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and County.

**Section 15. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

If the County will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the County agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The County confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the County and not of the Railroad, and (ii) the County shall not delegate any ARRA reporting responsibilities to the Railroad. The County also confirms and acknowledges that (i) the Railroad shall provide to the

County the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the County to perform and complete the ARRA reporting documents. The Railroad confirms that the County and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

**Section 16. TERMINATION OF ORIGINAL AGREEMENTS**

Upon the completion of the Roadway, the Original Agreements shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway.

**Section 17. SIGNAL PREEMPTION**

A. County and Railroad, severally and collectively, agree to interconnect and coordinate the operation of the railroad grade crossing protection devices with the operation of the highway traffic control signals at the Crossing Area, in accordance with the design schematic marked **Exhibit E**, hereto attached and hereby made a part hereof (the "Designs").

B. County, at its expense, shall furnish all material, labor, equipment and supervision for the installation and maintenance of highway traffic control signals at the Crossing Area, as applicable in accordance with the Designs.

C. Railroad, at County's expense, shall furnish all material, labor, equipment and supervision for the work described in the Estimate(s) and in accordance with the Designs, including, as applicable, installation of signals and/or appurtenances and installation of the necessary relays and other materials required to interconnect and coordinate the operation of the highway traffic control signals to be installed by the County.

D. Each party shall take all suitable precautions to prevent any interference (by induction, leakage of electricity or otherwise) with the operation of the other party's signals or communications lines, or those of its tenants; and if, at any time, the operation or maintenance of its signals results in any electrostatic effects, the party whose signals are causing the interference shall, at its expense, immediately take such action as may be necessary to eliminate such interference.

E. Except as set forth in this Section, County shall not be liable to Railroad on account of any failure of Railroad's warning devices to operate properly, nor shall Railroad have or be entitled to maintain any action against County arising from any failure from Railroad's warning devices to operate properly. Similarly, Railroad shall not be liable to County on account of any failure of County's traffic signal to operate properly, nor shall County have or be entitled to maintain any action against Railroad arising from any failure



of County's traffic signal to operate properly.

**Section 18. ANNUAL SIGNAL MAINTENANCE FEE**

A. Effective as of three years from effective date of this Agreement or the date of installation and/or the in-service date of the new and/or improved or existing Grade Crossing Signal System(s) ("Signal System"), the County, in addition to maintaining at its sole cost and expense the portion of the Roadway described in Section 2 of **Exhibit B**, agrees to pay to Railroad the sum of Seven Thousand Eight Hundred Twenty Dollars (\$7,820.00) per annum, payable annually in advance, as payment for Railroad's maintenance of the Signal System that is installed at the Roadway. The annual signal maintenance fee is calculated as shown on the attached **Exhibit F**, attached hereto and made a part hereof.

B. The above annual signal maintenance fee for Railroad's maintenance of the Signal System is based on the number of current signal units installed at the Roadway. If the Signal System is improved and/or altered in any way, the County must notify the Railroad in writing and the annual signal maintenance fee will be increased at a rate based on the AREMA signal unit cost index. If the County fails to notify Railroad of any improvement or alteration to the Signal System, the Railroad may increase the annual signal maintenance fee at a rate based on the AREMA signal unit cost index any time after the date of installation and/or improvement of the Signal System. The signal unit base for the annual signal maintenance fee may also be re-determined by the Railroad at any time subsequent to the expiration of five (5) years following the date on which the annual signal maintenance fee was last determined or established. Any such changes in the annual signal maintenance fee referenced in Article 2 may be made by means of automatic adjustment in billing.

**Section 19. ANNUAL SURFACE MAINTENANCE**

A. The Railroad shall maintain the crossing surface between the track tie ends at County's expense. Effective as of three years from effective date of this Agreement, County agrees to pay to Railroad the sum of Three Thousand Six Hundred Twenty-Four Dollars (\$3,624.00) per annum, payable annually in advance, as payment for Railroad's maintenance of the surface between track tie ends located within the Crossing Area. See **Exhibit C**. The County, at its expense, shall maintain and repair all portions of the Roadway approaches that are not within the area between lines two (2) feet outside of the rails of each track. See lower left hand corner of **Exhibit C**.

B. The above annual surface maintenance fee may also be re-determined by the Railroad at any time subsequent to the expiration of five (5) years following the date on which the annual surface maintenance fee was last determined or established. Any such changes in the annual surface maintenance fee may be made by means of automatic adjustment in billing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

**Railroad:** UNION PACIFIC RAILROAD COMPANY  
(Federal Tax ID #94-6001323)

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**County:** ORANGE COUNTY, a political subdivision of the State of California

By: \_\_\_\_\_  
Chairman of the Board of Supervisors  
County of Orange, California

Signed and certified that a copy of this Document has been delivered to the Chairman of the Board per G.C. Section 25103, Resolution 79-1535.

ATTEST:

\_\_\_\_\_  
Robin Stieler  
Clerk of the Board  
County of Orange, California

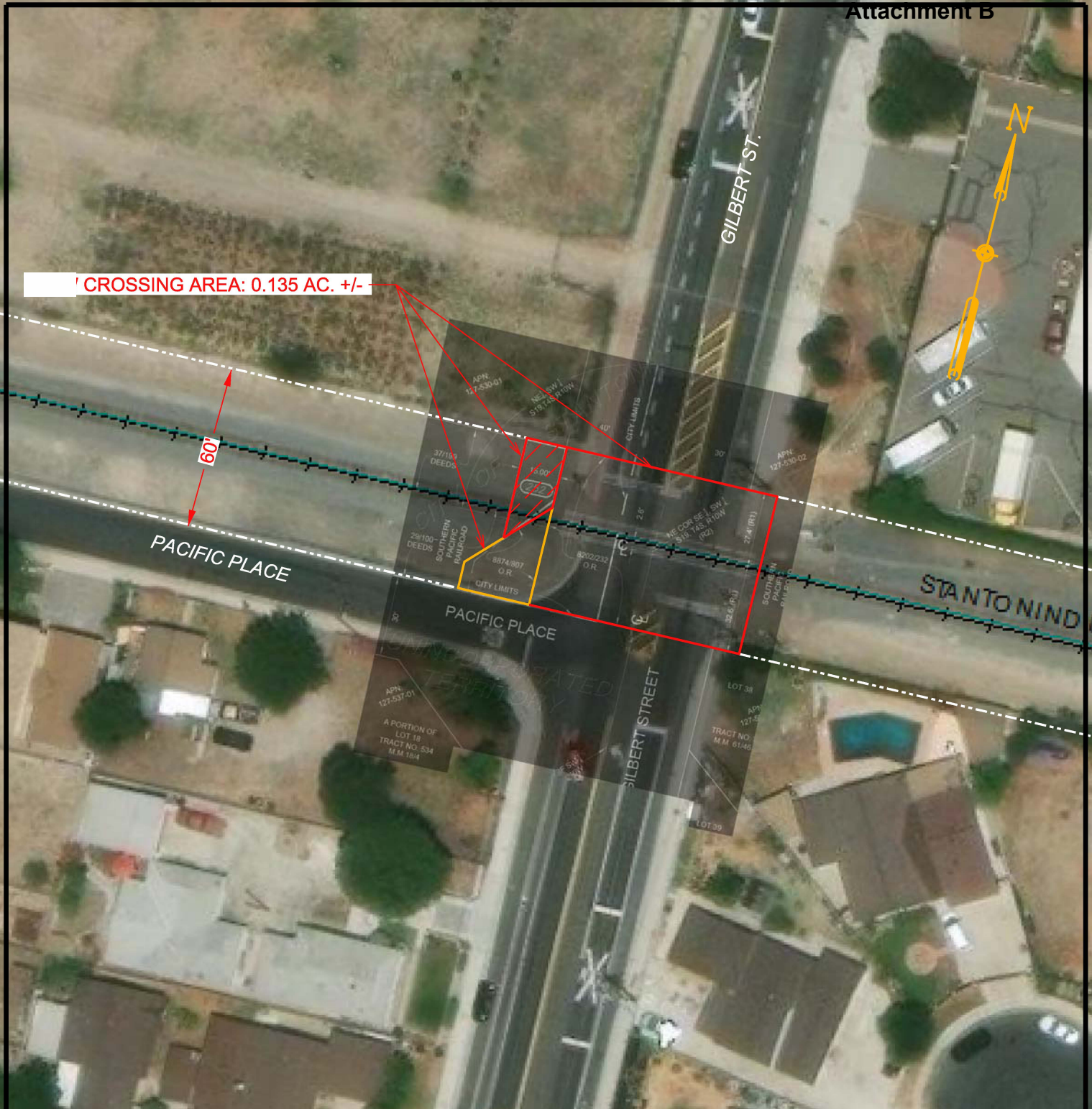
APPROVED AS TO FORM:  
Office of County Counsel  
Orange County, California

By: Ray Diaz  
Deputy

Date: Nov 2, 2023

**EXHIBIT A  
TO  
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

**Exhibit A** will be a print showing the Crossing Area (see Recitals)



CROSSING AREA: 0.135 AC. +/-

60

N

LEGEND:

- ORIGINAL EASEMENT.....
- NEW CROSSING AREA .....
- ADDITIONAL EASEMENT.....
- UPRRCO. R/W OUTLINED.....

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

WEST ANAHEIM, ORANGE COUNTY, CA

M.P. 512.4 - STANTON INDUSTRIAL LEAD

SP/CA/V43/1  
SCALE: 1" = 50'

OFFICE OF REAL ESTATE  
OMAHA, NEBRASKA DATE: 10-19-2023

DSK FILE: 0204509

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**EXHIBIT A-1  
TO  
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

**Exhibit A-1** will be the legal description of the Crossing Area (see Recitals)

**LEGAL DESCRIPTION**

Exhibit "A-1"  
Gilbert Street (at Railroad Crossing)  
Facility No.: Z58  
Parcel No.: 252

That certain portion of land in the City of Stanton, County of Orange, State of California, being a strip of land, 15.00 feet wide, over a portion of Section 19, Township 4 South, Range 10 West, San Bernardino Meridian, per map filed in Book 51, Page 10 of Miscellaneous Maps in the Office of the County Recorder of said County, described as follows:

Bounded Northerly by the northerly line of the Southern Pacific Company's land as described in a Deed recorded in Book 37, Page 199 of Deeds; Easterly by the westerly line of the easement for street or highway purposes to County of Orange as described in a document recorded March 17, 1967 in Book 8202, Page 232 of Official Records; Southeasterly by the northwesterly line of the street or highway easement to County of Orange as described in a document recorded February 14, 1969 in Book 8874, Page 807 of said Official Records, all in said Office of the County Recorder; and Westerly by a line parallel with and 15.00 feet westerly of aforesaid westerly line.

Containing 433.21 Square Feet, more or less.

APPROVED  
Kevin Hills, County Surveyor, L.S. 6617

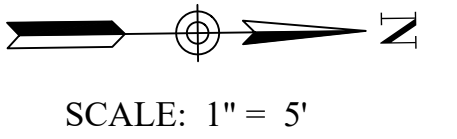
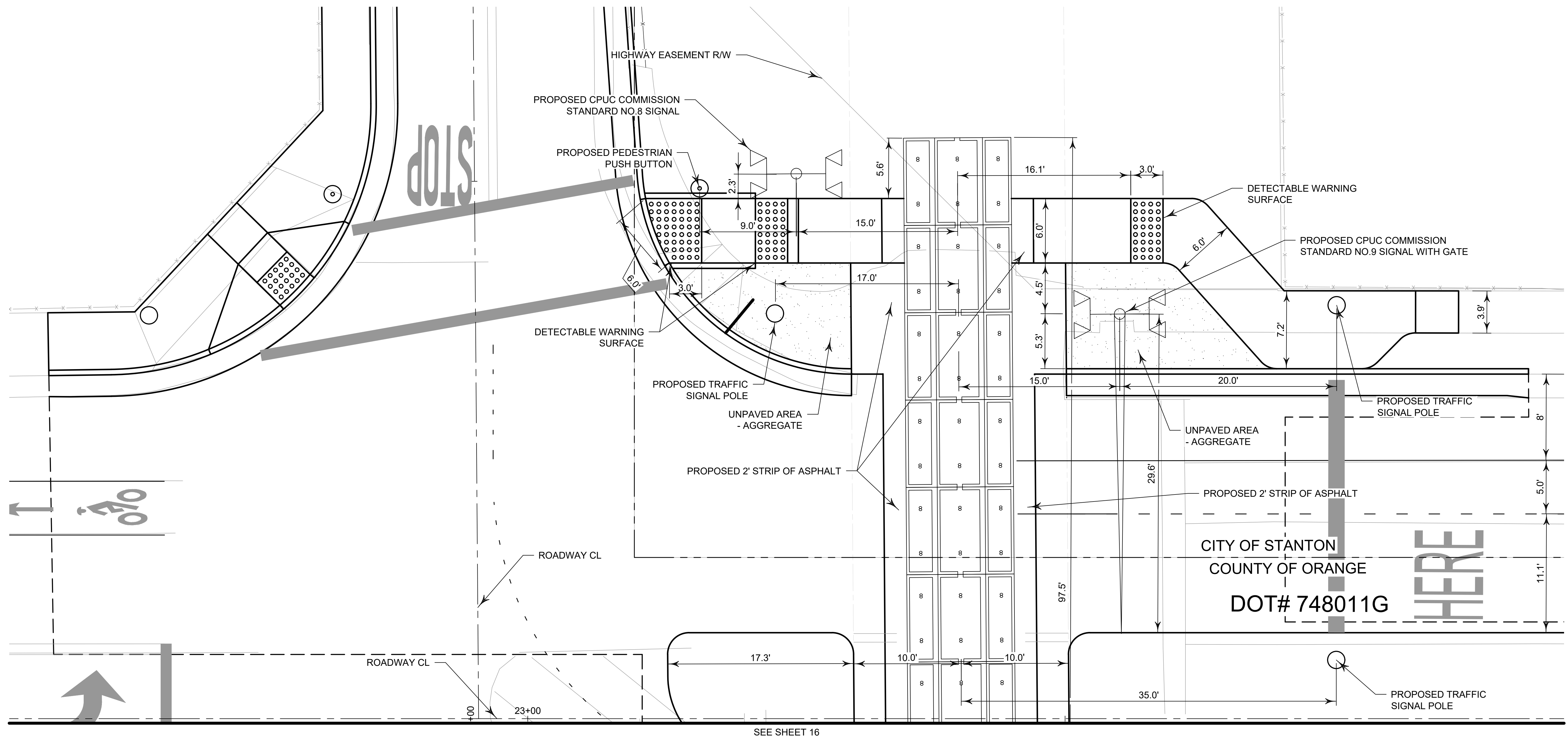
  
\_\_\_\_\_  
By: Raymond J. Rivera, L.S. 8324

Date: 5/9/2022



**EXHIBIT A-2  
TO  
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

**Exhibit A-2** will be the County's type, size and location prints of the Project (see Recitals)



| REV. # | BY | DATE | DESCRIPTION |
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HR

COUNTY OF ORANGE  
CALIFORNIA

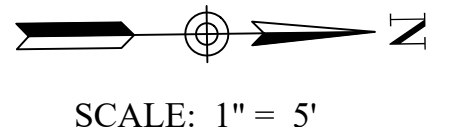
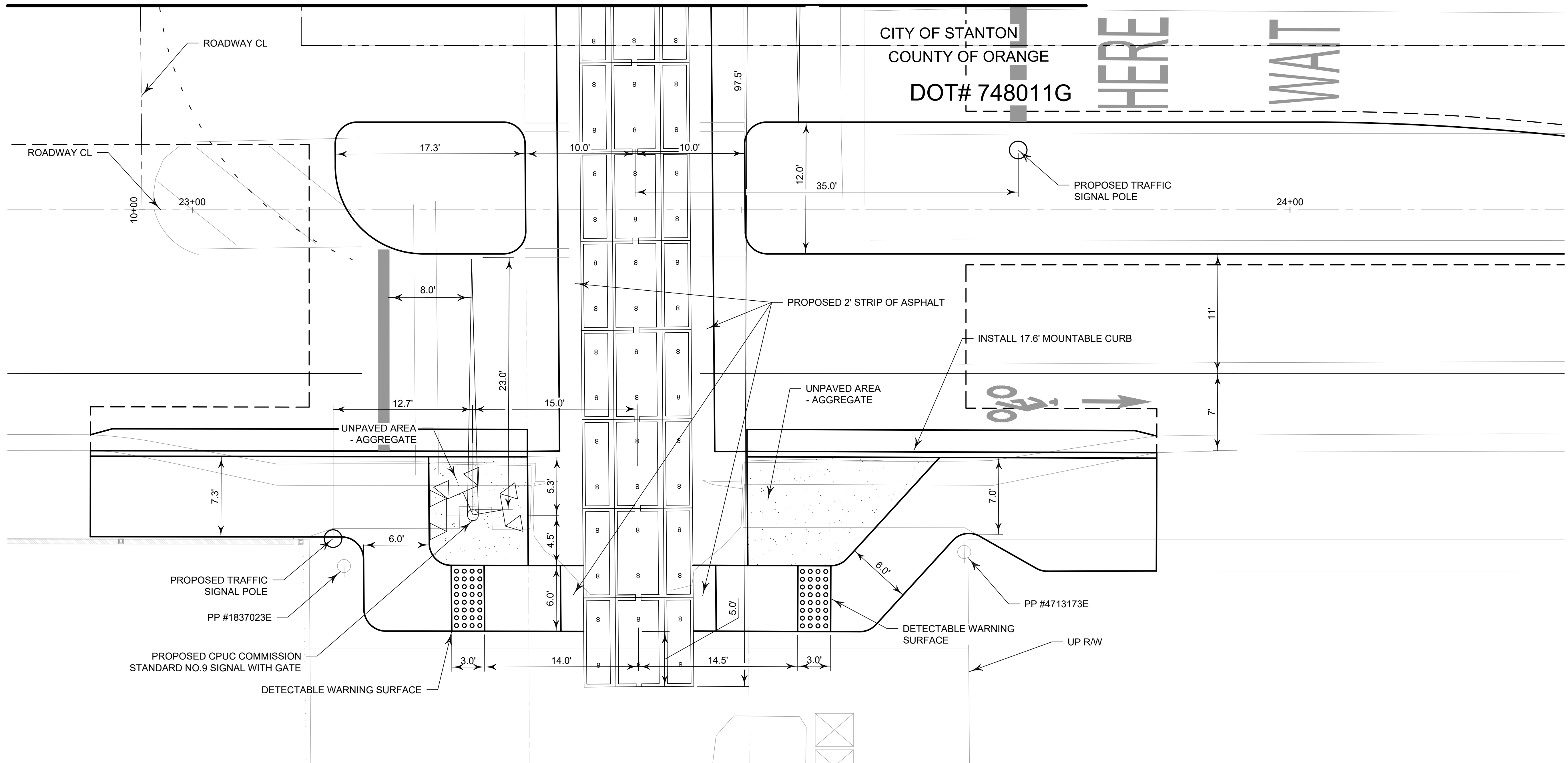
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| FES:                     | DOCUMENT TYPE:<br>Construction Drawing   |
| DRAWN BY:<br>PJK         | County of Orange Department of Public Works<br>601 N. Ross Street<br>Santa Ana, CA 92701 |
| CHECKED BY:<br>D. SMITH  | LOCATION & DESCRIPTION:<br>GILBERT STREET<br>ANAHEIM, CA                                 |
| DATE:<br>3/24/2022       | SHEET TITLE:<br>SIDEWALK DETAIL (EAST SIDE)  |
| SHEET NUMBER<br>15 OF 19 |  |



SEE SHEET 15

CITY OF STANTON  
 COUNTY OF ORANGE  
 DOT# 748011G

HERE  
 WAIT



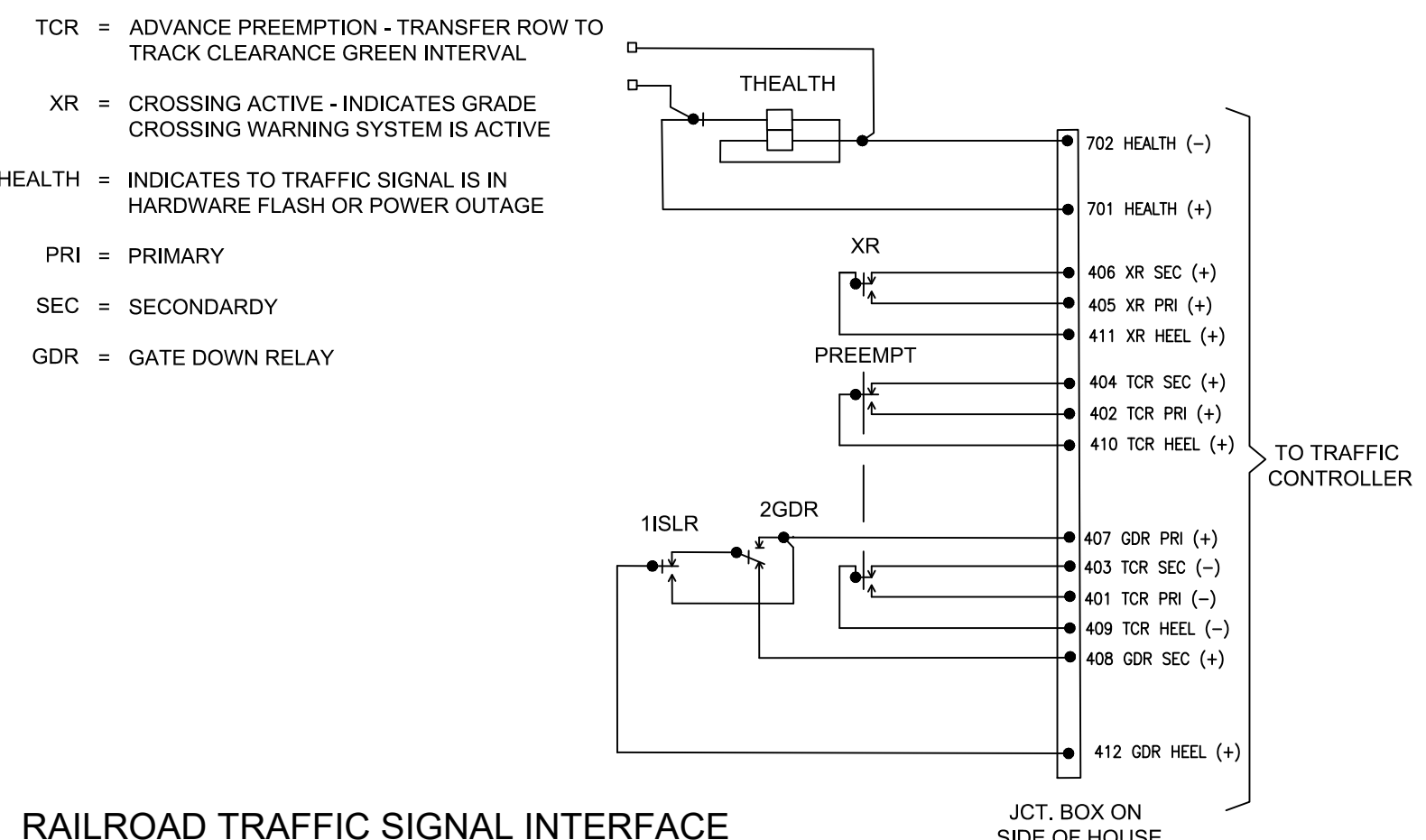
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| FES:                     | DOCUMENT TYPE:<br>Construction Drawing   |
| DRAWN BY:<br>PJK         | County of Orange Department of Public Works<br>601 N. Ross Street<br>Santa Ana, CA 92701 |
| CHECKED BY:<br>D. SMITH  | LOCATION & DESCRIPTION:<br>GILBERT STREET<br>ANAHEIM, CA                                 |
| DATE:<br>3/24/2022       | SHEET TITLE:<br>SIDEWALK DETAIL (EAST SIDE)  |
| SHEET NUMBER<br>16 OF 19 |  |

| CONDUCTOR                    |                    | SCHEDULE    |      |     |     |     |     |    |     |    |     |      |   |   |   |
|------------------------------|--------------------|-------------|------|-----|-----|-----|-----|----|-----|----|-----|------|---|---|---|
| AWG SIZE, WIRE OR CABLE TYPE | STD                | PHASES      | RUNS |     |     |     |     |    |     |    |     |      |   |   |   |
|                              |                    |             | 1    | 2   | 3   | 4   | 5   | 6  | 7   | 8  | 9   | 10   |   |   |   |
| 12 WIRE CONDUCTOR CABLE      | 1                  | OLA, Ø6P    | 1    | 1   | 1   | 1   | 1   | 1  | 1   | 1  | 1   | 1    | 1 | 1 |   |
|                              | 2                  | Ø6PPB       | -    | -   | -   | -   | -   | -  | -   | -  | -   | -    | - | - |   |
|                              | 3                  | Ø6PPB       | -    | -   | -   | -   | -   | -  | -   | -  | -   | -    | - | - |   |
|                              | 4                  | Ø5, Ø6, Ø6P | -    | -   | -   | 1   | 1   | -  | -   | -  | -   | 1    | 1 | 1 |   |
|                              | 5                  | Ø6          | -    | -   | -   | -   | -   | 1  | 1   | -  | -   | -    | - | - |   |
|                              | 6                  | Ø6          | -    | -   | -   | -   | -   | -  | -   | 1  | 1   | -    | - | - |   |
|                              | 7                  | Ø2, Ø5, Ø8  | -    | -   | -   | -   | -   | -  | -   | -  | -   | 1    | 1 | 1 |   |
|                              | 8                  | Ø2, Ø8      | -    | -   | -   | -   | -   | -  | -   | -  | -   | 1    | 1 | 1 |   |
| TOTAL CABLES                 |                    |             | 1    | 1   | 1   | 2   | 2   | 2  | 1   | 2  | 1   | 4    | 2 | 6 | 2 |
| #10                          | LUMINAIRE          |             | 2    | 2   | 2   | 2   | 2   | -  | -   | -  | 2   | 2    | - | - |   |
| #12                          | I.I.S.N.S.         |             | 2    | 2   | 2   | 2   | 2   | -  | -   | -  | 2   | 2    | - | - |   |
| RADIO/GPS CABLE              | OPTICOM            |             | -    | -   | -   | 1   | 1   | -  | -   | -  | -   | 1    | 1 |   |   |
| 3-#16                        | VIDEO POWER CABLE  |             | -    | -   | -   | 1   | 1   | -  | -   | -  | 1   | 2    | 3 |   |   |
| BELDON#8281 COAXIAL          | VIDEO SIGNAL CABLE |             | -    | -   | -   | 1   | 1   | -  | -   | -  | 1   | 2    | 3 |   |   |
| 12PR.#19                     | RR PRE-EMPTION     |             | -    | -   | -   | -   | -   | -  | -   | -  | -   | -    | 1 |   |   |
| PERCENT FILL                 |                    |             | 15%  | 19% | 10% | 19% | 19% | 5% | 10% | 9% | 19% | 14%  |   |   |   |
| CONDUIT SIZE                 |                    |             | 2"   | 2"  | 3"  | 3"  | 3"  | 3" | 3"  | 3" | 4"  | 2-4" |   |   |   |

RAILROAD INTERCONNECT CIRCUITS: RAILROAD INTERCONNECT CIRCUIT DIAGRAM



RAILROAD TRAFFIC SIGNAL INTERFACE

PACIFIC PLACE

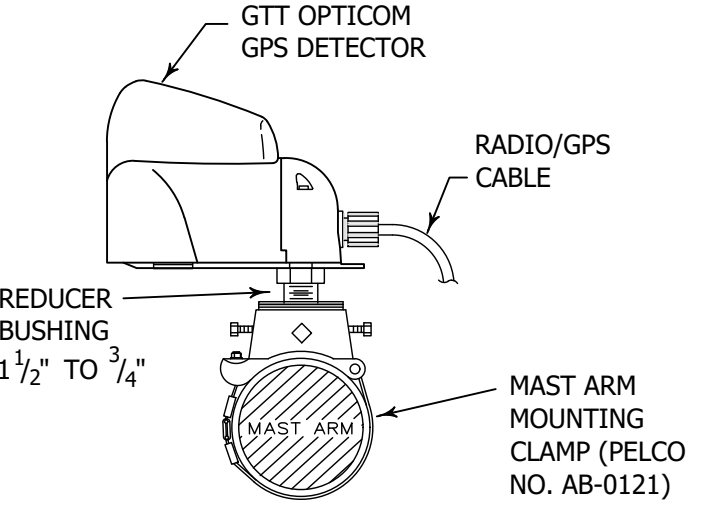
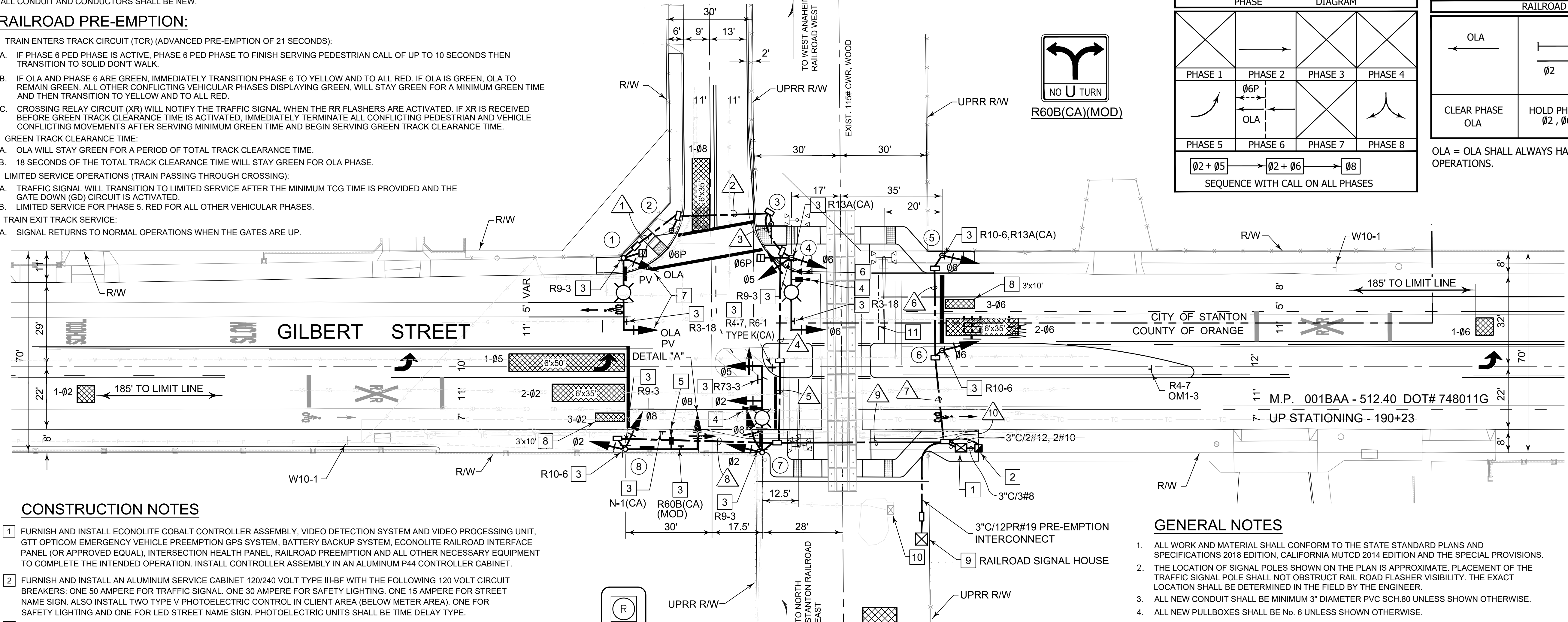
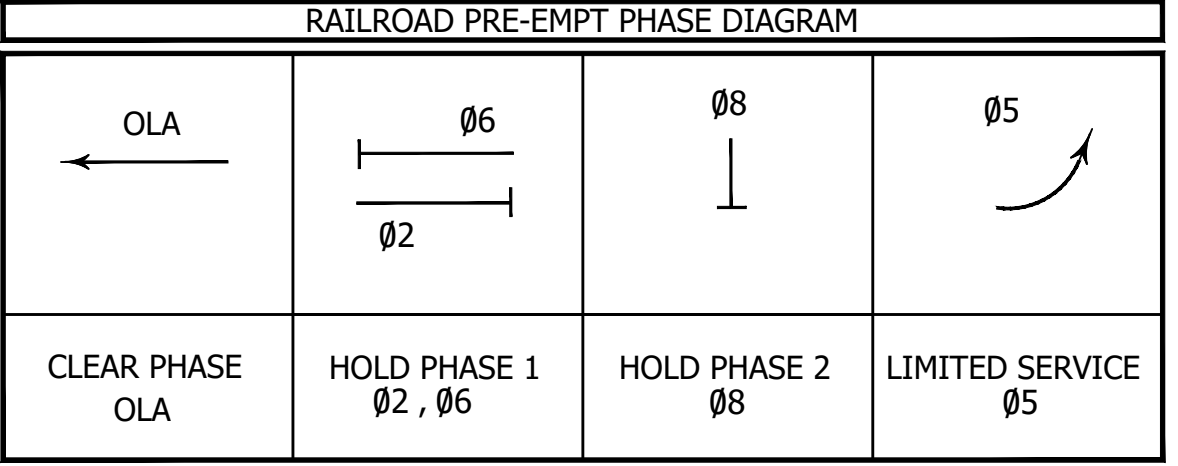
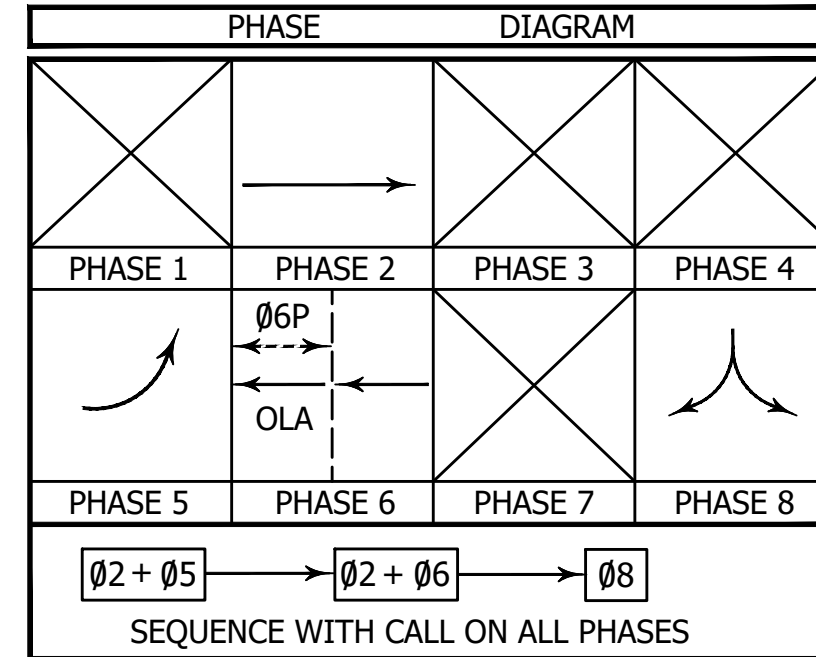
| POLE |          |        |          |          |               |                | SCHEDULE        |         |        |                  |      |            |      |                |
|------|----------|--------|----------|----------|---------------|----------------|-----------------|---------|--------|------------------|------|------------|------|----------------|
| No.  | TYPE     | HEIGHT | STANDARD |          | LUMINAIRE LED | LED SNS LEGEND | SIGNAL MOUNTING |         |        | APS PED PUSH BTN |      | FOUNDATION |      |                |
|      |          |        | HEIGHT   | SIG.M.A. |               |                | VEHICLE         | PED     | PHASE  | ARROW            | POLE | QUAD       | TYPE | SIZE           |
| 1    | 19-3-100 | 30'    | 25'      | 12'      | 165 W         | Pacific PI     | MAS             | SV-1-T  | SP-1-T | -                | -    | -          | CIDH | 3'-6" X 12'-0" |
| 2    | PPB POST | 5'-7"  | -        | -        | -             | -              | -               | -       | -      | 6                | →    | E          | C    | 1'-6" X 1'-6"  |
| 3    | PPB POST | 5'-7"  | -        | -        | -             | -              | -               | -       | -      | 6                | ←    | E          | C    | 1'-6" X 1'-6"  |
| 4    | 19-3-100 | 30'    | 25'      | 12'      | 165 W         | -              | MAS             | SV-2-TA | SP-1-T | -                | -    | -          | CIDH | 3'-6" X 12'-0" |
| 5    | 1-A      | 10'    | -        | -        | -             | -              | -               | TV-1-T  | -      | -                | -    | -          | C    | 2'-6" X 6'-0"  |
| 6    | 1-A      | 7'     | -        | -        | -             | -              | -               | TV-1-T  | -      | -                | -    | -          | C    | 2'-6" X 6'-0"  |
| 7    | 19-4-100 | 30'    | 30'      | * 15'    | 165 W         | Pacific PI     | 2MAS            | SV-2-TA | -      | -                | -    | -          | CIDH | 3'-6" X 12'-0" |
| 8    | 18-3-100 | 17'    | 25'      | -        | -             | Gilbert        | MAS             | SV-2-TA | -      | -                | -    | -          | CIDH | 3'-6" X 12'-0" |

- ALL EQUIPMENT SHALL BE NEW. ALL SIGNAL INDICATIONS SHALL BE 12-INCH.
- \* - INSTALL FLAT (STRAIGHT) LUMINAIRE MAST ARM.
- REVIEW POTHOLE REPORT PRIOR TO ORDERING POLES.
- C = CIRCULAR FOUNDATION  
CIDH = CAST-IN-DRILLED-HOLE

1. ALL CONDUIT AND CONDUCTORS SHALL BE NEW.

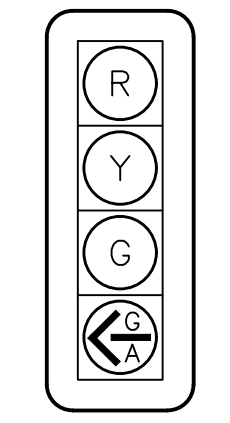
RAILROAD PRE-EMPTION:

- TRAIN ENTERS TRACK CIRCUIT (TCR) (ADVANCED PRE-EMPTION OF 21 SECONDS):
  - IF PHASE 6 PED PHASE IS ACTIVE, PHASE 6 PED PHASE TO FINISH SERVING PEDESTRIAN CALL OF UP TO 10 SECONDS THEN TRANSITION TO SOLID DON'T WALK.
  - IF OLA AND PHASE 6 ARE GREEN, IMMEDIATELY TRANSITION PHASE 6 TO YELLOW AND TO ALL RED. IF OLA IS GREEN, OLA TO REMAIN GREEN. ALL OTHER CONFLICTING VEHICULAR PHASES DISPLAYING GREEN, WILL STAY GREEN FOR A MINIMUM GREEN TIME AND THEN TRANSITION TO YELLOW AND TO ALL RED.
  - CROSSING RELAY CIRCUIT (XR) WILL NOTIFY THE TRAFFIC SIGNAL WHEN THE RR FLASHERS ARE ACTIVATED. IF XR IS RECEIVED BEFORE GREEN TRACK CLEARANCE TIME IS ACTIVATED, IMMEDIATELY TERMINATE ALL CONFLICTING PEDESTRIAN AND VEHICLE CONFLICTING MOVEMENTS AFTER SERVING MINIMUM GREEN TIME AND BEGIN SERVING GREEN TRACK CLEARANCE TIME.
- GREEN TRACK CLEARANCE TIME:
  - OLA WILL STAY GREEN FOR A PERIOD OF TOTAL TRACK CLEARANCE TIME.
  - 18 SECONDS OF THE TOTAL TRACK CLEARANCE TIME WILL STAY GREEN FOR OLA PHASE.
- LIMITED SERVICE OPERATIONS (TRAIN PASSING THROUGH CROSSING):
  - TRAFFIC SIGNAL WILL TRANSITION TO LIMITED SERVICE AFTER THE MINIMUM TCG TIME IS PROVIDED AND THE GATE DOWN (GD) CIRCUIT IS ACTIVATED.
  - LIMITED SERVICE FOR PHASE 5. RED FOR ALL OTHER VEHICULAR PHASES.
- TRAIN EXIT TRACK SERVICE:
  - SIGNAL RETURNS TO NORMAL OPERATIONS WHEN THE GATES ARE UP.



CONSTRUCTION NOTES

- FURNISH AND INSTALL ECONOLITE COBALT CONTROLLER ASSEMBLY, VIDEO DETECTION SYSTEM AND VIDEO PROCESSING UNIT, GTT OPTICOM EMERGENCY VEHICLE PREEMPTION GPS SYSTEM, BATTERY BACKUP SYSTEM, ECONOLITE RAILROAD INTERFACE PANEL (OR APPROVED EQUAL), INTERSECTION HEALTH PANEL, RAILROAD PREEMPTION AND ALL OTHER NECESSARY EQUIPMENT TO COMPLETE THE INTENDED OPERATION. INSTALL CONTROLLER ASSEMBLY IN AN ALUMINUM P44 CONTROLLER CABINET.
- FURNISH AND INSTALL AN ALUMINUM SERVICE CABINET 120/240 VOLT TYPE III-BF WITH THE FOLLOWING 120 VOLT CIRCUIT BREAKERS: ONE 50 AMPERE FOR TRAFFIC SIGNAL, ONE 30 AMPERE FOR SAFETY LIGHTING, ONE 15 AMPERE FOR STREET NAME SIGN. ALSO INSTALL TWO TYPE V PHOTOELECTRIC CONTROL IN CLIENT AREA (BELOW METER AREA), ONE FOR SAFETY LIGHTING AND ONE FOR LED STREET NAME SIGN. PHOTOELECTRIC UNITS SHALL BE TIME DELAY TYPE.
- FURNISH AND INSTALL SIGN AS INDICATED.
- FURNISH AND INSTALL VIDEO DETECTION ON LUMINAIRE ARM PER CALTRANS STD. PLAN ES-7R, DETAIL B.
- FURNISH AND INSTALL VIDEO DETECTION ON SIGNAL MAST ARM PER CALTRANS STD. PLAN ES-7R, DETAIL A.
- FURNISH AND INSTALL GTT GPS SYSTEM RADIO UNIT ON SIGNAL MAST ARM. SEE DETAIL ON THIS SHEET.
- FURNISH AND INSTALL PROGRAMMABLE VEHICLE HEAD AS SHOWN.
- PROVIDE BICYCLE DETECTION ZONE AS SHOWN.
- FINAL CONNECTION OF RR SIGNAL INTERCONNECT TO UPRR SIGNAL HOUSE TO BE COMPLETED BY UPRR FORCES.
- EXIST. UPRR SIGNAL HOUSE TO BE REMOVED BY UPRR FORCES.
- PV CUT-OFF LINE FOR OLA



VIDEO DETECTION ZONE

GENERAL NOTES

- ALL WORK AND MATERIAL SHALL CONFORM TO THE STATE STANDARD PLANS AND SPECIFICATIONS 2018 EDITION, CALIFORNIA MUTCD 2014 EDITION AND THE SPECIAL PROVISIONS.
- THE LOCATION OF SIGNAL POLES SHOWN ON THE PLAN IS APPROXIMATE. PLACEMENT OF THE TRAFFIC SIGNAL POLE SHALL NOT OBSTRUCT RAIL ROAD FLASHER VISIBILITY. THE EXACT LOCATION SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
- ALL NEW CONDUIT SHALL BE MINIMUM 3" DIAMETER PVC SCH.80 UNLESS SHOWN OTHERWISE.
- ALL NEW PULLBOXES SHALL BE No. 6 UNLESS SHOWN OTHERWISE.
- ALL NEW TRAFFIC SIGNAL HEADS SHALL BE METAL (ALUMINUM) WITH 12" L.E.D. INDICATIONS.
- ALL NEW PEDESTRIAN SIGNAL HEADS SHALL BE L.E.D. TYPE WITH COUNTDOWN TYPE DISPLAYS.
- CONDUCTOR SCHEDULE IS FURNISHED AS AN INSTALLATION GUIDE ONLY. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PROVIDE THE CORRECT CONDUCTORS REQUIRED FOR THE INTEND OPERATION.
- CONTRACTOR SHALL EXERCISE EXTREME CARE TO AVOID DAMAGING EXISTING UTILITIES.
- SEE SHEET XX FOR SIGNING AND STRIPING REMOVAL AND INSTALLATIONS.
- CONTACT UPRR MANAGER OF PUBLIC PROJECTS PRIOR TO ANY WORK WITHIN UPRR ROW OR ANY WORK AFFECTING GRADE CROSSING OPERATIONS.

SCALE: 1" = 20'

| REV. # | BY | DATE | DESCRIPTION |
|--------|----|------|-------------|
|        |    |      |             |
|        |    |      |             |
|        |    |      |             |
|        |    |      |             |

|                         |  |                               |
|-------------------------|--|-------------------------------|
| FES:                    | DOCUMENT TYPE:   | Construction Drawing          |
| DRAWN BY:               | County of Orange Department of Public Works<br>601 N. Ross Street<br>Santa Ana, CA 92701 |                               |
| CHECKED BY:             | D. SMITH   |                               |
| DATE:                   | 3/24/2022  |                               |
| SHEET NUMBER:           | 10 OF 19   |                               |
| LOCATION & DESCRIPTION: |  | GILBERT STREET<br>ANAHEIM, CA |
| SHEET TITLE:            |  | TRAFFIC SIGNAL PLAN           |



**EXHIBIT B  
TO  
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

**SECTION 1. CONDITIONS AND COVENANTS**

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The County 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 County 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 County for the purpose of conveying electric power or communications incidental to the County'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 County 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. In the event the Railroad shall place additional tracks upon the Crossing Area, the County shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

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 County shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the County 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.

E. So far as it lawfully may do so, the County 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 Roadway and its appurtenances, or for the

performance of any work in connection with the Project, the County will acquire all such other property and rights at its own expense and without expense to the Railroad.

**SECTION 2. CONSTRUCTION OF ROADWAY**

A. The County, 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 County, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the County 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 County upon the Railroad's property (including, but not limited to, construction of the Roadway 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, and other guidelines furnished by the Railroad.

D. All construction work of the County 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 County. The County hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

**SECTION 3. INJURY AND DAMAGE TO PROPERTY**

If the County, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the County 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 County at the County's own expense, or by the Railroad at the expense of the County, 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 the Railroad forces. The Railroad shall notify the County 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 County shall reimburse the Railroad for the amount of the contract.

**SECTION 5. MAINTENANCE AND REPAIRS**

A. The County shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by the Railroad at the County's expense.

B. If, in the future, the County elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the County's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the County shall bear the expense of such repairs or replacement.

**SECTION 6. CHANGES IN GRADE**

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the County shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

**SECTION 7. REARRANGEMENT OF WARNING DEVICES**

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

**SECTION 8. 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 County 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 County 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 County shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by County.** If the County's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the County 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 County, 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 County's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of County'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 County's employees need to enter Railroad's property as provided in Paragraph B above, the County agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by County 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 County whether a flagman need be present and whether County 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 County for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, County agrees that County 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. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, County 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 County 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, County 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, County 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 County shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The County shall use only such methods as are consistent with safety, both as concerns the County, the County's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The County (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 County 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 County 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 County 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 County 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 County, at its own expense, shall adequately police and supervise all work to be performed by the County, 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 County 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 County with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the County 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 County'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 County is being or is about to be done or prosecuted without due regard and precaution for safety and security, the County shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The County 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 County at the County's own expense or by the Railroad at the expense of the County. The County 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 County 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 County 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 County 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



County, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the County in connection with construction, maintenance or other 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 County, at the County's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The County, at the County'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 County, 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 County shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the County shall provide the advance notice to the Railroad 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. County shall visit [up.com/CBUD](http://up.com/CBUD) to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by the County. If it is, County 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 9. INTERIM WARNING DEVICES**

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

## **SECTION 10. 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 11. 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 County for a period of three (3) years following the date of Railroad's last billing sent to County.

**SECTION 12. REMEDIES FOR BREACH OR NONUSE**

A. If the County 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 Roadway 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 County will reimburse the Railroad for the expenses thereof.

B. Nonuse by the County of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the County hereunder.

C. The County will surrender peaceable possession of the Crossing Area and Roadway 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 13. 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 County 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 County 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 County 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.

**EXHIBIT C  
TO  
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

**Exhibit C** (if applicable) will be Railroad's Material and Force Account Estimates.

# Material And Force Account Estimate AGENCY

Attachment B

Estimate Creation Date: 10/6/2022    Number: 140728    Version: 1

Estimate Good Until 10/07/23

Location: STANTON IND LD, INDL, 508.79-514.1

Buy America: Yes

Description of Work: ANAHEIM, CA, GILBERT STREET, M.P. 512.40, STANTON INDUSTRIAL LEAD, DOT# 748011G, WO# 67240, PID# 118158, (100% RECOLLECTABLE)

| COMMENTS           | Description                                  | QTY | UOM | Unit Cost  | LABOR          | MATERIAL       | TOTAL          |
|--------------------|--|-----|-----|------------|----------------|----------------|----------------|
| <b>SIGNAL</b>      |  |     |     |            |                |                |                |
|                    | Xing - Engineering Design                    | 1   | LS  | 5,203.00   | 5,203          | 0              | 5,203          |
|                    | Xing - 1 Trk CWE w/Gates                     | 1   | EA  | 131,584.00 | 41,200         | 90,384         | 131,584        |
|                    | Xing - Sidelight                             | 1   | EA  | 907.00     | 0              | 907            | 907            |
|                    | Xing - Flasher/Ped (pair)                    | 0.5 | LS  | 57,560.00  | 8,000          | 20,780         | 28,780         |
|                    | Xing - Contract Services for Preempt Cutover | 1   | LS  | 20,000.00  | 0              | 20,000         | 20,000         |
|                    | Xing - Meter Service                         | 1   | LS  | 15,000.00  | 0              | 15,000         | 15,000         |
|                    | Xing - Fill/Rock/Gravel                      | 1   | LS  | 8,000.00   | 0              | 8,000          | 8,000          |
|                    | Xing - Boring                                | 1   | LS  | 10,000.00  | 0              | 10,000         | 10,000         |
| FLAGGING           | Xing - Misc.                                 | 1   | LS  | 25,000.00  | 0              | 25,000         | 25,000         |
| FENCING FOR CABIN  | Xing - Misc.                                 | 1   | LS  | 8,000.00   | 0              | 8,000          | 8,000          |
|                    | Xing - Remove Location (Gates)               | 1   | LS  | 2,000.00   | 2,000          | 0              | 2,000          |
|                    | Xing - Labor Additive                        | 1   | LS  | 62,285.83  | 62,286         | 0              | 62,286         |
| <b>Sub-Total =</b> |  |     |     |            | <b>118,689</b> | <b>198,071</b> | <b>316,760</b> |

**PROJECT LEVEL COST**

|                    |             |    |   |          |               |               |               |
|--------------------|-------------|----|---|----------|---------------|---------------|---------------|
|                    | Contingency | 10 | % | 3,167.60 | 11,869        | 19,807        | 31,676        |
| <b>Sub-Total =</b> |             |    |   |          | <b>11,869</b> | <b>19,807</b> | <b>31,676</b> |

**Totals =      130,558      217,878      348,436**

**Grand Total =                      \$348,436**

**Disclaimer:** The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in cost or amount of material or labor required, Agency will pay actual costs at rates effective at the time of construction.

# Material And Force Account Estimate Orange County

**Attachment B**

Estimate Number: 139466    Version: 1

Standard Rates:      Labor Additive = 222.97%

Estimate Good Until 07/20/23

Location: STANTON IND LD, INDL, 514.38-514.42

Description of Work: 748011G Gilbert St Anaheim CA 512.4 Stanton Ind Ld

Prepared For: Orange County

Buy America: Yes

| COMMENTS                            | FACILITY | Description                                    | QTY | UOM | UCST       | LABOR           | MATERIAL       | TOTAL          | UP %0          | Agcy %100      |                |
|-------------------------------------|----------|--|-----|-----|------------|-----------------|----------------|----------------|----------------|----------------|----------------|
| <b>ENGINEERING</b>                  |          |  |     |     |            |                 |                |                |                |                |                |
|                                     |          | Engineering                                    | 1   | LS  | 110,669.00 | 110,669         | 0              | 110,669        | 0              | 110,669        |                |
|                                     |          | Bill Prep Fee - Track Surface RECOLLECT        | 1   | LS  | 900.00     | 0               | 900            | 900            | 0              | 900            |                |
|                                     |          | Homeline Freight - Track Surface RECOLLECT     | 1   | LS  | 900.00     | 0               | 900            | 900            | 0              | 900            |                |
|                                     |          | Foreign Line Freight - Track Surface RECOLLECT | 1   | LS  | 1,816.04   | 0               | 1,816          | 1,816          | 0              | 1,816          |                |
| <b>Sub-Total =</b>                  |          |  |     |     |            | <b>110,669</b>  | <b>3,616</b>   | <b>114,285</b> | <b>0</b>       | <b>114,285</b> |                |
| <b>TRACK CONSTRUCTION - COMPANY</b> |          |  |     |     |            |                 |                |                |                |                |                |
|                                     |          | Mobilization: Company                          | 1   | DA  | 11,450.00  | 11,450          | 0              | 11,450         | 0              | 11,450         |                |
|                                     | RDXING   | RDXING 136# CON10W PP PAN COMPLETE             | 96  | TF  | 890.21     | 44,855          | 40,605         | 85,460         | 0              | 85,460         |                |
|                                     | TRACK    | 136# CWRIS0 24-8'6" PPHWD N 16 TP              | 64  | TF  | 712.36     | 32,155          | 13,436         | 45,591         | 0              | 45,591         |                |
|                                     | COMPJT   | Transition Rail - 136#                         | 2   | PR  | 7,114.47   | 6,769           | 7,460          | 14,229         | 0              | 14,229         |                |
| <b>Sub-Total =</b>                  |          |  |     |     |            | <b>95,229</b>   | <b>61,501</b>  | <b>156,730</b> | <b>0</b>       | <b>156,730</b> |                |
| <b>TRACK REMOVAL - COMPANY</b>      |          |  |     |     |            |                 |                |                |                |                |                |
|                                     | RDXING   | Remove road crossing - concrete                | 70  | TF  | 87.63      | 6,134           | 0              | 6,134          | 0              | 6,134          |                |
|                                     | TRACK    | Remove Track                                   | 90  | TF  | 39.12      | 3,521           | 0              | 3,521          | 0              | 3,521          |                |
| <b>Sub-Total =</b>                  |          |  |     |     |            | <b>9,654</b>    | <b>0</b>       | <b>9,654</b>   | <b>0</b>       | <b>9,654</b>   |                |
| <b>SITE WORK - CONTRACT</b>         |          |  |     |     |            |                 |                |                |                |                |                |
|                                     |          | Asphalt: Saw Cut                               | 1   | LS  | 2,500.00   | 0               | 2,500          | 2,500          | 0              | 2,500          |                |
| <b>Sub-Total =</b>                  |          |  |     |     |            | <b>0</b>        | <b>2,500</b>   | <b>2,500</b>   | <b>0</b>       | <b>2,500</b>   |                |
| <b>EQUIPMENT RENTAL</b>             |          |  |     |     |            |                 |                |                |                |                |                |
|                                     |          | Equipment Rental                               | 1   | LS  | 25,000.00  | 0               | 25,000         | 25,000         | 0              | 25,000         |                |
| <b>Sub-Total =</b>                  |          |  |     |     |            | <b>0</b>        | <b>25,000</b>  | <b>25,000</b>  | <b>0</b>       | <b>25,000</b>  |                |
| <b>Total Wgt. in Tons = 520</b>     |          |  |     |     |            | <b>Totals =</b> | <b>215,552</b> | <b>92,617</b>  | <b>308,170</b> | <b>0</b>       | <b>308,170</b> |

Est. Annual Mtc. Cost =

\$3,624

Grand Total =

\$308,170

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, will pay actual construction costs at the current rates effective thereof.

**EXHIBIT D  
TO  
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT  
CONTRACTOR'S  
RIGHT OF ENTRY AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor").

**RECITALS:**

Contractor has been hired by \_\_\_\_\_ to perform work relating to \_\_\_\_\_ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost \_\_\_\_\_ on Railroad's \_\_\_\_\_ [Subdivision or Branch] [at or near DOT No. \_\_\_\_\_] located at or near \_\_\_\_\_, in \_\_\_\_\_ County, State of \_\_\_\_\_, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated \_\_\_\_\_ between Railroad and \_\_\_\_\_.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

**AGREEMENT:**

**NOW, THEREFORE**, it is mutually agreed by and between Railroad and Contractor, as follows:

**ARTICLE 1 - DEFINITION OF CONTRACTOR.**

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

**ARTICLE 2 - RIGHT GRANTED: PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of 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 AND C.**

The terms and conditions contained in **Exhibit B** and **Exhibit C**, 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 (including without limitation any CIC), 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"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 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.

**ARTICLE 7 - CERTIFICATE OF INSURANCE.**

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance

carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

\_\_\_\_\_  
[Insert mailing address]

\_\_\_\_\_

Attn: \_\_\_\_\_

Project No. 0204509

**ARTICLE 8 - PRECONSTRUCTION MEETING.**

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

**ARTICLE 9. 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 10. ADMINISTRATIVE FEE.**

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars (\$1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

**ARTICLE 11. CROSSINGS: COMPLIANCE WITH MUTCD AND FRA GUIDELINES.**

A. 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.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.



**ARTICLE 12.- EXPLOSIVES.**

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

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_

Name: \_\_\_\_\_

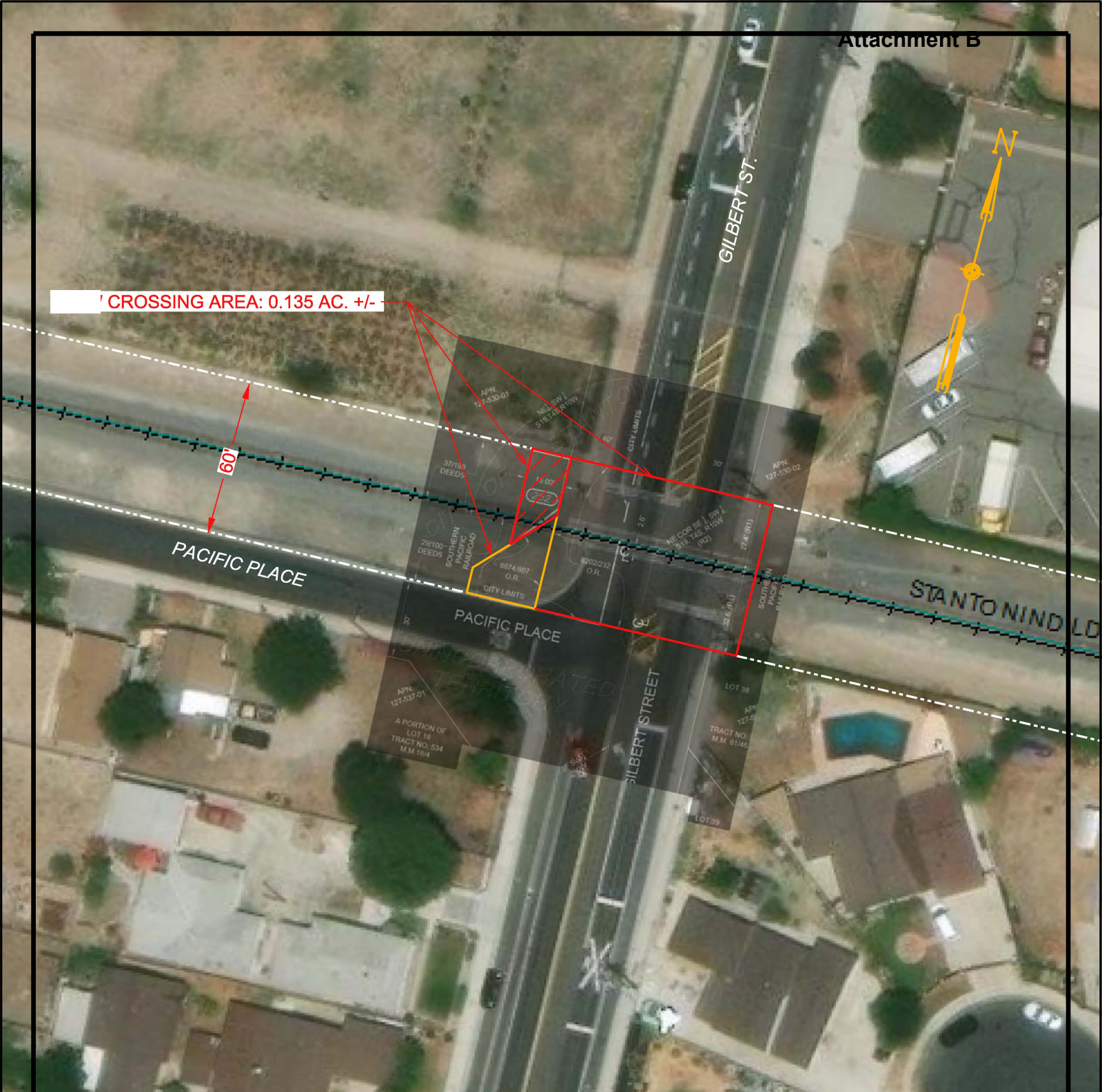
Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**EXHIBIT A**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

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



CROSSING AREA: 0.135 AC. +/-

60'

N

LEGEND:

- ORIGINAL EASEMENT.....
- NEW CROSSING AREA .....
- ADDITIONAL EASEMENT.....
- UPRRCO. R/W OUTLINED.....

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.  
EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY  
WEST ANAHEIM, ORANGE COUNTY, CA  
M.P. 512.4 - STANTON INDUSTRIAL LEAD

|               |               |
|---------------|---------------|
| CADD FILENAME | 0204509       |
| SCAN FILENAME | SCANNED IMAGE |

SP/CA/V43/1  
SCALE: 1" = 50'  
OFFICE OF REAL ESTATE  
OMAHA, NEBRASKA DATE: 10-19-2023  
DSK FILE: 0204509

**EXHIBIT B**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.**

A. Contractor agrees to notify the Railroad Representative at least ten (10) 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.

B. 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 approved 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.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of 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.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: 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. If flagging is performed by Railroad, 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 twenty-five (25) 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 visit [www.up.com/CBUD](http://www.up.com/CBUD) to complete and submit the required form 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 any Work on Railroad property 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 then current safety standards located at the below web address ("Railroad's Safety Standards") 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 Railroad's Safety Standards to each of its employees before they enter Railroad property.

[http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up\\_pdf\\_natedocx/pdf\\_up\\_supplier\\_safety\\_req.pdf](http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_natedocx/pdf_up_supplier_safety_req.pdf)

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 FULLEST EXTENT ALLOWED BY APPLICABLE LAW, 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 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" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) 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 10, and CG 20 37 (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.



**EXHIBIT C**  
**TO**  
**CONTRACTOR'S**  
**RIGHT OF ENTRY AGREEMENT**

**Union Pacific Railroad Company**  
**Insurance Requirements For**  
**Contractor's Right of Entry Agreement**

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain 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 \$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.

- 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.
- 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. 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**

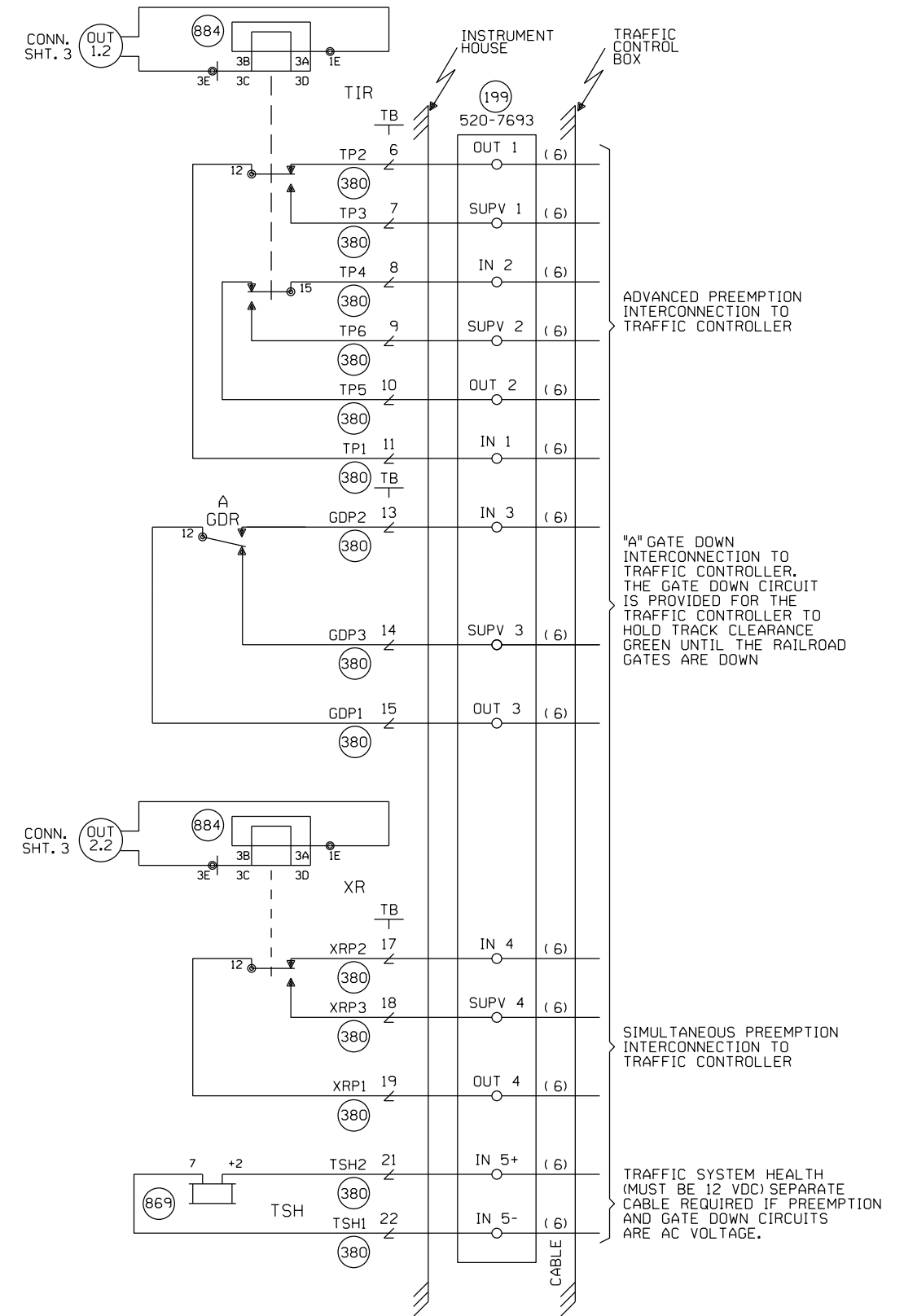
- G.** All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- 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 for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. 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.

**EXHIBIT E  
TO  
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

**Exhibit E** (if applicable) will be signal design schematic.





CABLE NO. 6 U.G.B.T. HOUSE TO TRAFFIC CONTROLLER

NEW SHEET

|  |                             |                            |   |                |   |                   |
|--|-----------------------------|----------------------------|---|----------------|---|-------------------|
| Designed: 08/09/22<br>INSTALL NEW GATES, FLASHERS, CWT AND ADVANCE PREEMPTION AT M.P. 512.40<br>Rec'd: 15/11/22<br>W0: 67240<br>ANDR / NSI/ANM | MODIFICATION LEVEL          |                            | CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN | DATE: 08/09/22 | <b>UNION PACIFIC RAILROAD</b><br>ANAHEIM, CALIFORNIA<br>GILBERT STREET<br>STANTON INDUSTRIAL LEAD<br>Office of AVP Engineering - Signal | SH. 1A            |
|  | D. A. LAST LEVEL CHECKED    | DW                         |   | DES: NST       |   | DOT 748011G       |
|  | LAST LEVEL MOD THIS TYPICAL | DW                         |   | CHK: NDR       |   | M.P. 512.40       |
|  | LAST LEVEL BY DESIGNER      | DW                         |   | A.F.E. 67240   |   | ID: 099351240.1AX |
| CHANGED FROM TYPICAL?  | Y                           | rev 03.28.22 SK PREEMPT.1A |   |                |   | Page 46 of 56     |

**EXHIBIT F  
TO  
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

**Exhibit F** (if applicable) will be the annual signal maintenance fee.

**AREMA UNIT STATEMENT OF RAILROAD HIGHWAY GRADE CROSSING SIGNAL ESTIMATED MAINTENANCE COSTS**



**FOR PID # 118158  
BY THE UNION PACIFIC RAILROAD**

|                    |                         |
|--------------------|-------------------------|
| <b>STREET</b>      | <b>GILBERT STREET</b>   |
| <b>TOWN</b>        | <b>ANAHEIM,CA</b>       |
| <b>MILEPOST</b>    | <b>512.4</b>            |
| <b>SUBDIVISION</b> | <b>STANTON IND LEAD</b> |
| <b>AAR/DOT NO.</b> | <b>748011G</b>          |
| <b>WORK ORDER#</b> | <b>67240</b>            |

| <b>DESCRIPTION</b>  | <b>VALUE</b>                                 | <b>QUANTITY</b> | <b>UNITS</b>    |
|---|--|-----------------|-----------------|
| <b>NON-CODED TRK. CIRCUIT<br/>(Standalone AFTAC or Ring 10)</b> | 2  | 0               | 0               |
| <b>SUPERIMPOSED CIRCUIT(AFTAC) /<br/>DETECTION LOOP</b>         | 2  | 0               | 0               |
| <b>HIGHWAY GRADE CROSSING SIGNAL<br/>(FRONT LIGHTS)</b>         | 2  | 2               | 4               |
| <b>ADDITIONAL PAIR OF LIGHTS<br/>(OTHER THAN FRONT LIGHTS)</b>  | 1  | 3               | 3               |
| <b>GATE MECHANISM, AUTOMATIC<br/>WITH ARM UP TO 26 FT</b>       | 8  | 1               | 8               |
| <b>GATE MECHANISM, AUTOMATIC<br/>WITH ARM OVER 26 FT</b>        | 10   | 1               | 10              |
| <b>GCP/HXP (constant warning device, per track circuit)</b>     | 15   | 1               | 15              |
| <b>EXIT GATE MANAGEMENT SYSTEM RACK*</b>                        | 10   | 0               | 0               |
| <b>MOVEMENT DETECTOR (PMD)</b>                                  | 6  | 0               | 0               |
| <b>MOVEMENT DETECTOR (STANDBY UNIT)</b>                         | 3  | 0               | 0               |
| <b>RADIO DATA LINK, PER UNIT</b>                                | 1  | 0               | 0               |
| <b>PREEMPTION CIRCUIT</b>                                       | 2  | 1               | 2               |
| <b>DATA RECORDER</b>  | 1  | 0               | 0               |
| <b>REMOTE MONITORING DEVICE (SEAR, ETC)*</b>                    | 2  | 1               | 2               |
| <b>BONDED RAIL JOINTS (per mile, each rail, single bonded)</b>  | 1  | 0               | 0               |
| <b>BATTERY AND CHARGER (per set)</b>                            | 1  | 2               | 2               |
| <b>TOTAL UNIT COUNT</b>   |  |                 | <b>46</b>       |
| <b>PAVEMENT RESTORATION COSTS</b>                               |  |                 | <b>(Actual)</b> |
|   | <b>Annual Maintenance Cost at \$170/Unit</b> |                 | <b>\$7,820</b>  |

\*UP supplied Unit Value

January 4, 2023



**EXHIBIT G  
TO  
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

**Exhibit G** (if applicable) will be the Easement Deed.

**RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:**

County of Orange  
c/o CEO Real Estate  
Attention: Infrastructure Section  
400 W. Civic Center Drive, 5<sup>th</sup> Floor  
Santa Ana, CA 92701

THIS IS TO CERTIFY THAT THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PER GOVT. CODE SECTION 27383 AND IS EXEMPT FROM PAYMENT OF DOCUMENTARY TRANSFER TAX PER REVENUE AND TAXATION CODE SECTION 11922

SPACE ABOVE FOR RECORDER'S ONLY

Project Location: Incorporated City of Stanton  
Facility Name: Gilbert Street (at Railroad Crossing)  
Facility/Parcel No.: Z58-252

UPRR Project No. 0204509

**NONEXCLUSIVE AT-GRADE EASEMENT DEED**

This Nonexclusive At-Grade Easement Deed ("Easement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Grantor"), and **COUNTY OF ORANGE**, a political subdivision of the State of California ("Grantee").

For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants Grantee, its successors and assigns, a non-exclusive easement on, along and/or over the property located in Anaheim, California, described in **Exhibit A**, attached and by reference made a part of this Easement (the "Easement Area"), for the sole purpose of widening the at-grade road crossing over at or near Grantor's Mile Post 512.40 (DOT No. 748011G), on Grantor's Stanton Industrial Lead in Anaheim, Orange County, California.

This Easement is granted for the purpose described above only. Without limitation of the foregoing, this grant does not include the right to install utilities of any nature, including, without limitation, fiber optic, cable television, electrical, gas or liquid distribution, or telephone lines.

Grantor, its successors and assigns, reserves the right to construct at any and all times and to maintain railroad tracks and appurtenances, fiber optic or signal lines and facilities, pipe, telephone, and electric pole and wire lines, over, under and across the Easement Area, but in such a way as to not interfere with Grantee's use of the Easement; it being understood that the rights so reserved by Grantor, its successors and assigns, are retained along with the general right of Grantor, its successors and assigns, to use of the Easement Area for any purpose not inconsistent with Grantee's use of the Easement, including, but not limited to any and all general railroad purposes.

The Easement is granted subject to the terms and conditions contained in the separate Public Highway At-Grade Crossing Agreement (MA-080-24010466) approved by the Board of Supervisors of the County of Orange on \_\_\_\_\_, and all outstanding leases, licenses and other outstanding rights, including, without limitation, those for pipe, telephone, electric and fiber optic lines and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any person that may affect the Easement Area, whether recorded or unrecorded.

The Easement is also limited to such rights as Grantor may have in the Easement Area and is granted without warranty, express or implied. No damages shall be recoverable from Grantor because of any dispossession of Grantee or because of failure of, or defect in, Grantor's title.

If Grantees, its successors or assigns, abandon the Easement Area or any portion of the Easement Area, for the purposes of the Easement, the Easement will cease and terminate with respect to the portion of the Easement Area so abandoned, and the title to the Easement Area will be freed from the burden of the Easement. Nonuse of the Easement Area or any portion thereof, for the purposes of the Easement for the period of one (1) year will be deemed an abandonment of the Easement Area or portion thereof not used.

Grantor and Grantee have caused this Easement Deed to be executed as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**  
(Federal Tax ID No. 94-6001323)

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the within Nonexclusive At-Grade Easement Deed to the COUNTY OF ORANGE, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of Orange, California, and the COUNTY OF ORANGE consents to the recordation thereof by its undersigned duly authorized officer and to the transfer of title to the property to the COUNTY OF ORANGE.

COUNTY OF ORANGE

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chairman of the Board of Supervisors  
County of Orange, California

APPROVED AS TO FORM:  
Office of County Counsel  
Orange County, California

By: ROD Ray Diaz  
Deputy

Date: Nov 2, 2023

**EXHIBIT A**

Description and Depiction of Easement Area

**LEGAL DESCRIPTION**

Exhibit "A"  
Gilbert Street (at Railroad Crossing)  
Facility No.: Z58  
Parcel No.: 252

That certain portion of land in the City of Stanton, County of Orange, State of California, being a strip of land, 15.00 feet wide, over a portion of Section 19, Township 4 South, Range 10 West, San Bernardino Meridian, per map filed in Book 51, Page 10 of Miscellaneous Maps in the Office of the County Recorder of said County, described as follows:

Bounded Northerly by the northerly line of the Southern Pacific Company's land as described in a Deed recorded in Book 37, Page 199 of Deeds; Easterly by the westerly line of the easement for street or highway purposes to County of Orange as described in a document recorded March 17, 1967 in Book 8202, Page 232 of Official Records; Southeasterly by the northwesterly line of the street or highway easement to County of Orange as described in a document recorded February 14, 1969 in Book 8874, Page 807 of said Official Records, all in said Office of the County Recorder; and Westerly by a line parallel with and 15.00 feet westerly of aforesaid westerly line.

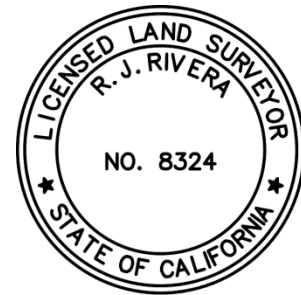
Containing 433.21 Square Feet, more or less.

See EXHIBIT B attached and by reference made a part.

APPROVED  
Kevin Hills, County Surveyor, L.S. 6617

  
\_\_\_\_\_  
By: Raymond J. Rivera, L.S. 8324

Date: 5/9/2022





APN:  
127-530-01

APN:  
127-530-02

NE 1/4 SW 1/4  
S19, T4S, R10W

STANTON

40'

CITY LIMITS

30'

37/199  
DEEDS

15.00'

252

2.6'

NE COR SE 1/4 SW 1/4  
S19, T4S, R10W  
(R2)

27.4' (R1)

29/100  
DEEDS

SOUTHERN  
PACIFIC  
RAILROAD

8874/807  
O.R.

8202/232  
O.R.

32.6' (R1)

SOUTHERN  
PACIFIC  
RAILROAD

60'

CITY LIMITS

☉

PACIFIC PLACE

30'

UNINCORPORATED  
TERRITORY

GILBERT STREET

LOT 38

APN:  
127-591-06

TRACT NO. 2111  
M.M. 61/46-48

APN:  
127-537-01

A PORTION OF  
LOT 18  
TRACT NO. 534  
M.M. 18/4

E 1/2 LINE OF SW 1/4  
S19, T4S, R10W  
(R2)

LOT 39

APN:  
127-591-05

REFERENCES

- (R1) Bk 8202, Pg 232, OR
- (R2) Tr 534, MM 18/4

40'

30'



OC PUBLIC WORKS  
OC SURVEY  
RIGHT-OF-WAY SERVICES

ROW ID NO. 2022-009

SCALE: 1" = 20'

EXHIBIT B

SHEET 1 OF 1