

# CROSS REFERENCE SHEET

Name or Subject

File No.

ROADS Contracts & Agreements  
Cost Sharing - Capitol Expwy  
Southern Pacific Co

Regarding

Date

Resol verifying sufficient funds available & that all other matters prerequisite to awarding the contract for a grade separation on Capitol Expwy at So Pacific Co tracks adjacent to Monterey Hwy will be undertaken 8/5/68

# SEE

Name or Subject

File No.

ROAD 713 Capitol Expwy  
General 1966 -

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves, should be filed under name or subject after "SEE."



Cat. No. 30-5902.1  
For use in all Filing Systems

*Rd 713*

3470199

THIS AGREEMENT, made this \_\_\_\_\_ day of AUG 5 1968, 1968, by and between SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware, herein called "Railroad", and COUNTY OF SANTA CLARA, a political subdivision of the State of California, herein called "County";

RECITALS:

By indenture of even date herewith, Railroad granted to County the right to construct, reconstruct, maintain and use a highway by means of an overpass, hereinafter referred to as "structure", upon the property of Railroad at Lick, County of Santa Clara, California, in the location indicated on print of Railroad's Western Division Drawing L-1217, dated January 26, 1968, attached and hereby made a part hereof.

The parties desire to set forth herein their understandings with respect to the construction of said structure.

AGREEMENT:

1. County shall furnish, or cause to be furnished, all labor, materials, tools and equipment for the construction of said structure, except as herein otherwise provided. The structure shall be constructed in a manner satisfactory to Railroad, and all plans for the contemplated work shall be subject to the approval of Railroad.

2. County agrees to reimburse Railroad for all cost and expense incurred by Railroad in connection with the construction of said structure, including, but not limited to, the items listed on the insert marked Exhibit "A" attached and hereby made a part hereof. The estimated amount of the cost and expense to be incurred by Railroad in connection with the construction of said structure is summarized in Exhibit "A".

All work to be done hereunder by Railroad shall be done only by its employees working under Railroad Labor Agreements, and shall be done on a force account basis. Railroad shall submit all statements of cost to County for payment of work performed by Railroad in accordance with the Interstate Commerce Commission's System of Accounts for Railroads, and on the basis of items set forth in said estimate.

*San Jose, Calif*

AFTER RECORDING RETURN TO:  
Board of Supervisors  
Room 524  
70 West Hedding Street  
San Jose, California  
-95110

Final statement of costs shall cover the actual cost of items of work performed by Railroad.

3. In the event any of the work contemplated herein, upon the property of Railroad, is advertised for bids by County, the awarded contract shall include the provisions set forth in Exhibit "B", attached and made a part hereof. Contractor shall not commence work before:

- (A) County has furnished to Railroad's Chief Engineer a copy of said contract executed by contractor and a Public Liability and Property Damage Policy containing endorsement in substantially the same form incorporated in said Exhibit "B"; and
- (B) Railroad's Chief Engineer has advised County by letter that the limits, form and working of said insurance policy are satisfactory to Railroad.

4. All work contemplated in this agreement shall be performed in a good and workmanlike manner to the satisfaction of the parties hereto, and each portion shall be promptly commenced by the party hereto obligated to do the same and thereafter diligently prosecuted to conclusion in its logical order and sequence.

County and its contractors shall give reasonable notice to Railroad's Division Superintendent before commencing any work in connection with said structure upon or adjacent to Railroad's property, and shall observe Railroad's rules and regulations with respect thereto. All work on said structure shall be done at such times and in such manner as not to interfere with or endanger the operations of Railroad.

5. Upon completion of said structure and in full discharge of its obligations under the California Grade Separation Act, Railroad agrees to contribute toward the total cost of said structure ten (10) per cent of said cost. It is agreed that the limits of the project in which participation by Railroad is required shall be between Highway Engineer Stations 114+50 to 139+50. The principal items to which Railroad is to contribute are:

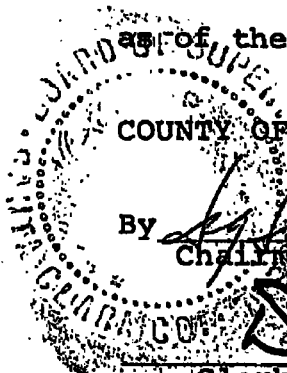
- (a) Road and bridge items;
- (b) Work by Southern Pacific Company; and
- (c) Engineering, legal and inspection costs.

Railroad's actual ten (10) per cent contribution, estimated to be \$26,650.00, shall be calculated when actual final costs of the project are known. From this there shall be deducted the actual expense incurred by Railroad. In the event the actual expense incurred by Railroad exceeds ten (10) per cent of the final cost, County shall pay the difference to Railroad. In the event the actual expense is less than ten (10) per cent of the final cost, Railroad shall pay the difference to County.

6. Upon completion of this project, County shall, at its own expense, maintain said structure, including the approaches thereto, roadway, lights, highway drainage and all other highway facilities. Railroad shall, at its own expense, maintain its tracks, roadbed, railroad drainage and all railroad facilities.

7. This agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and upon the assigns of County.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate by their officers thereunto duly authorized and their respective seals to be hereunto affixed as of the day and year first herein written.



COUNTY OF SANTA CLARA

By [Signature] Chairman pro tem  
Chairman, Board of Supervisors

[Signature]  
Clerk, Board of Supervisors  
Donald M. Reins  
Assistant Clerk  
Board of Supervisors

SOUTHERN PACIFIC COMPANY

By [Signature]  
Vice President

ATTEST [Signature]  
Assistant Secretary

3470199

BOOK 8235 PAGE 315

FILED FOR RECORD  
AT REQUEST OF  
BOARD OF SUPERVISORS  
AUG 20 3 05 PM '68

OFFICIAL RECORDS  
SANTA CLARA COUNTY  
GEORGE E. FOWLES  
RECORDER

APPROVED AS TO FORM  
[Signature]  
DEPUTY COUNTY COUNSEL

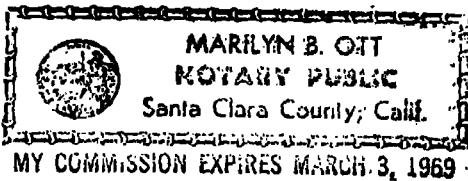
[Signature]

STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA

ss.

BOOK 8235 PAGE 318

On August 5, 1968 before me, MARILYN B. OTT, personally  
appeared SIG SANCHEZ and DON M. RAINS,  
known to me to be the Chairman Pro Tem and Assistant Clerk, respectively, of  
the Board of Supervisors of the County of Santa Clara, State of California,  
and known to me to be the persons who executed the within instrument on behalf  
of said County, and acknowledged to me that said County of Santa Clara  
authorized execution of the same.



*Marilyn B. Ott*  
Notary Public  
In and for said County and State

4

EXHIBIT "A"Cost Summary of work to be performed by Railroad

A. Preliminary Engineering	\$ 300
B. Signal Work	300
C. Communication Work	1985
D. Flagging	250
E. Engineering Inspector	4765
F. Vacation Allowance	265
G. Holiday Pay	82
H. Health & Welfare	173
I. R.R. Ret. & Unemp. Tax	420
J. PD, PL, & WC Ins.	163
K. Supervision	407
L. Contingencies	<u>915</u>
M. Total Estimated Cost	\$ 10025
N. Less Estimated Salvage	<u>1515</u>
O. Net Estimated Cost	\$ 8510

EXHIBIT "B"RELATIONS WITH RAILROAD COMPANY

(a) General -- The term "Railroad" shall be understood to mean the  
**Southern Pacific Company.**

The term "Political Subdivision" shall be understood to mean  
 the **County of Santa Clara.**

It is expected that Railroad will cooperate with the Contractor to the end that the work may be handled in an efficient manner, but the Contractor shall have no claim for damages or extra compensation in the event his work is held up by the work by Railroad forces.

(b) Railroad Requirements -- The Contractor shall cooperate with Railroad where work is over or under the tracks, or within the limits of Railroad property, in order to expedite the work and to avoid interference with the operation of railroad equipment.

The Contractor shall comply with the rules and regulations of Railroad or the instructions of its representatives in relation to the proper manner of protecting the tracks and property of Railroad and the traffic moving on such tracks, as well as the wires, signals, and other property of Railroad, its tenants or licensees, at and in the vicinity of the work during the period of construction.

The Contractor shall perform his work in such manner and at such times as shall not endanger or interfere with the safe operation of the tracks and property of Railroad and the traffic moving on such tracks, as well as wires, signals and other property of Railroad, its tenants or licensees, at or in the vicinity of the work.

Except as otherwise provided herein, the Contractor's operations shall not infringe on the following minimum clearances from any railroad track:

10' - 0" horizontally from center line of track.

22' - 6" vertically above top of rail.

Any infringement on the above clearances due to the Contractor's operations shall be submitted to the Railroad and to the Engineer, and shall not be undertaken until approved by the Railroad, and until the Engineer has obtained any necessary authorization from any governmental body or bodies having jurisdiction thereover. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railroad approval and governmental authorization.

In the case of impaired vertical clearance above top of rail, Railroad shall have the option of installing tell-tales or other protective devices Railroad deems necessary for protection of Railroad trainmen or rail traffic.

The details of construction affecting the Railroad tracks and property not included in the contract plans shall be submitted to the Railroad for approval before such work is undertaken.

Except in connection with construction of grade separation structures on premises of Railroad, no private crossings at grade over tracks of Railroad for the purpose of hauling earth, rock, paving or other materials will be permitted. If the Contractor, for the purpose of constructing highway-railway grade separation structures, including construction ramps thereto, desires to move his equipment or materials across Railroad's tracks, he shall obtain permission from Railroad; and, should it be required, the Contractor shall execute a private crossing agreement. The crossing installation for the use of the Contractor, together with any protective devices, if required, shall be at the expense of the Contractor. Contractor shall furnish his own employees as flagmen to control movements of vehicles on the private roadway and shall take all measures necessary to prevent the use of such roadway by unauthorized persons and vehicles.

In advance of any blasting, the Contractor shall notify Railroad in order that proper flagging protection may be provided.

The Contractor shall, upon completion of the work covered by this contract, to be performed by Contractor upon the premises or over or beneath the tracks of Railroad, promptly remove from the premises of Railroad all of Contractor's tools, implements and other materials, whether brought upon said premises by said Contractor or any subcontractor, employee or agent of Contractor or of any subcontractor, and cause said premises to be left in a clean and presentable condition.

(c) Protection of Railroad Facilities -- In connection with work performed at railroad crossings, railroad representatives, conductors, flagmen or watchmen, will be provided by Railroad to protect its facilities, property and movements of its trains, or engines, when in the opinion of Railroad's representative same is necessary due to the Contractor's operations while working on or adjacent to the Railroad's property or its tracks.

The cost of all personnel deemed necessary by Railroad and provided by Railroad for the protection of Railroad facilities and trains during the period of constructing the separation, and the cost of installing protective devices in the case of impaired clearance, as above specified, shall be borne by the Contractor and sums sufficient to cover the claims based upon bills rendered to the political subdivision by Railroad for such costs will be deducted from the progress and final pay estimates due the Contractor.

The rates of pay of Railroad employees customarily called upon to act for the protection of Railroad are the railroad rates in effect at the time of the work for the various classes of labor. Compensation, property damage and public liability insurance, vacation and holiday time, railroad retirement and unemployment taxes, health and welfare, and supervision charges shall be added to the above rates.

Railroad will, upon request, furnish prospective bidders with an estimate of cost of the flagging protection which will be required, but such estimate shall be understood to be approximate only and no guaranty is made that the total cost of such flagging will not be in excess of the estimated amount. The determination of the cost of flagging and protective devices to be used as a basis for the submitting of bids shall be the responsibility of the prospective bidders.

(d) Work by Railroad Company -- Railroad will rearrange its telephone, telegraph and signal lines and appurtenances, and will make all track changes and will perform any other work in connection therewith.



The work by Railroad will be done by its own forces and is not a part of the work under this contract.

Additional Work by Railroad Company (if any) --

(e) Agreement -- Before doing any work on Railroad's property, the Contractor shall execute an agreement with Railroad in the form of agreement annexed hereto.

12-1-61  
Non FA

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 196 \_\_\_\_\_,

by and between

first party,

herein called "Railroad", and

second party, herein called "Contractor";

WITNESSETH:

1. Railroad hereby permits Contractor to enter upon the property of Railroad
2. Contractor warrants that Contractor has entered into a contract with hereinafter called "Third Party", covering the work to be performed in connection with said structure at said location.
3. Contractor shall give Railroad at least five (5) days' notice in advance of any work done upon or adjacent to Railroad's property under said contract. Contractor shall notify Railroad the date said work is completed, and also the date the Contractor's work is accepted by Third Party. Upon completion of the work to be done upon Railroad's property under said contract, Contractor shall promptly remove from Railroad's property all tools, equipment and materials placed thereon by the Contractor and Contractor's agents. Contractor shall restore said property to the same state and condition as when Contractor entered thereon and shall leave said property in a clean and presentable condition.
4. Said work shall be performed in accordance with plans and specifications approved by Railroad and in such manner and at such times as shall not endanger or interfere with the safe operation of the tracks and other facilities at said location. No materials, tools or equipment shall be stored within ten (10) feet of the center line of any track. The regulations of Railroad and the instructions of its representatives shall be complied with relating to the proper manner of protecting the tracks, pipe lines, wire lines, signals and all other property at said location, the traffic moving on such tracks and the removal of tools, equipment and materials.
5. Contractor hereby releases and agrees to indemnify Railroad from and against all cost, expense, claims and liability for injuries to or deaths of persons, (including, but not limited to, passengers and employees of Railroad) and damage to or loss of property (including, but not limited to, property owned, leased, occupied or used by, or in the care, custody or control of, Railroad, or the employees of Railroad) howsoever the same may be caused, regardless of any negligence or alleged negligence by the agents or employees of

Railroad, resulting from, arising out of, or in any way connected with the prosecution of the work under said contract upon or adjacent to Railroad's property at said location. For purposes of this Section 5, the term "Railroad" shall include any other railroad company using Railroad's property at said location with Railroad's consent and any affiliate, subsidiary or lessor of Railroad.

6. Should Railroad bring suit to compel performance of or to recover for breach of any covenant or condition contained herein, Contractor shall pay to Railroad reasonable attorney fees in addition to the amount of judgment and costs.

7. Prior to the performance of any work upon or adjacent to Railroad's property under said contract, Contractor shall furnish Railroad, at Contractor's expense, a certified copy of a Public Liability and Property Damage Liability insurance policy issued in the name of the Contractor covering the contractual liability assumed by Contractor under Section 5 hereof. The form, substance and limits of said insurance policy shall be subject to the approval of Railroad and shall be in compliance with the provisions contained in the insert marked "Exhibit A", hereto attached and made a part hereof.

Contractor shall keep said insurance in full force and effect until all work to be performed upon or adjacent to Railroad's property under said contract is completed to the satisfaction of and accepted by Third Party and thereafter until Contractor has fulfilled the provisions of this agreement with respect to the removal of tools, equipment and materials from Railroad's property.

8. The permission herein given shall not be assigned by Contractor without the prior written consent of Railroad, except in the case of subcontractors who shall be deemed agents of Contractor subject to the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first herein written.

EXHIBIT "A"  
OF CONTRACTOR'S AGREEMENT

The coverage afforded hereunder shall include the liability assumed by the named insured under the following indemnification provision contained in an agreement in writing between the named insured and covering work to be performed upon or adjacent to property at

"Contractor hereby releases and agrees to indemnify Railroad from and against all cost, expense, claims and liability for injuries to or deaths of persons (including, but not limited to, passengers and employees of Railroad), and damage to or loss of property (including, but not limited to, property owned, leased, occupied or used by, or in the care, custody or control of, Railroad, or the employees of Railroad) howsoever the same may be caused, regardless of any negligence or alleged negligence by the agents or employees of Railroad, resulting from, arising out of, or in any way connected with the prosecution of the work under said contract upon or adjacent to Railroad's property at said location. For purposes of this Section 5, the term 'Railroad' shall include any other railroad company using Railroad's property at said location with Railroad's consent and any affiliate, subsidiary or lessor of Railroad."

The limits of liability afforded under this policy as above endorsed shall not be less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injury to or death of one person, and, subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or deaths of two or more persons in any one accident or occurrence, and for a limit of not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident or occurrence, an aggregate limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

No cancellation of this policy or modification of the coverage afforded under this endorsement shall be effective until ten (10) days' notice thereof has been given to

65 Market Street,  
 San Francisco, California 94105, Attention: Chief Engineer.

3470200

THIS INDENTURE, made this 5<sup>th</sup> day of August, 1968, by and between SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware, herein called "Railroad", and COUNTY OF SANTA CLARA, a political subdivision of the State of California, herein called "Grantee";

## WITNESSETH:

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway by means of an overpass, hereinafter termed "highway", upon and across the following described property of Railroad:

A strip of land, 60 feet in width, being a part of that tract of land deeded to Wm. L. Manley and Herman Hoffman by Deed dated January 17, 1860, and recorded in Book "O" of Deeds, Page 1, in the office of the County Recorder of Santa Clara County and being a portion of the 500 acre Lot 1, South, City of San Jose Lands and a portion of Lot 1 of the Partition of Santa Teresa Rancho, County of Santa Clara, State of California, the northerly line of which is more particularly described as follows:

Commencing at the most easterly corner of that certain 50 acre tract of land deeded to Franzo Borghi by Indenture dated June 28, 1937, and recorded in Deed of Gift Book 830, Page 239, in the Office of the County Recorder of said County; thence North  $38^{\circ}53'$  West, along the southwesterly line of land (75 feet wide) of the Southern Pacific Company, a distance of 99.08 feet to the True Point of Beginning of the line to be described; thence North  $51^{\circ}09'40''$  East, a distance of 75 feet to the northeasterly line of land of said Company.

The above described strip of land terminates in the northeasterly and southwesterly lines of said land of the Southern Pacific Company.

1-b. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and twenty (20) feet above the roadway surface of the highway as originally constructed, except that lighting fixtures and similar highway appurtenances may extend above said plane, provided that any such facilities will be removed or rearranged within thirty (30) days after notification from Railroad that such facilities interfere with Railroad's intended use of the space above said plane.

1-c. This indenture shall be subject to the provisions of that certain agreement of even date herewith between the parties hereto covering the construction and maintenance of said highway.

50745 0. 125082

AFTER RECORDING RETURN TO  
Board of Supervisors  
Room 524  
70 West Hedding Street  
San Jose, California  
95110

2. This grant is made subject and subordinate to the prior and continuing right and obligation of Railroad, its successors and assigns, to use all the property described herein in the performance of its duty as a common carrier and for that purpose there is reserved unto Railroad, its successors and assigns, the right (consistent with the rights herein granted) to construct, reconstruct, maintain and use existing and future railroad tracks, facilities and appurtenances and existing and future transportation, communication and pipe line facilities and appurtenances in, upon, over, under, across or along said property.

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

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

5. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or the power to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power lines in, upon, over, under, across or along said property, except as may be necessary for the maintenance of said highway.

6. Grantee shall obtain any necessary authority and permission required to construct, reconstruct, maintain and use said highway upon said property from the governmental body or bodies having jurisdiction thereover.

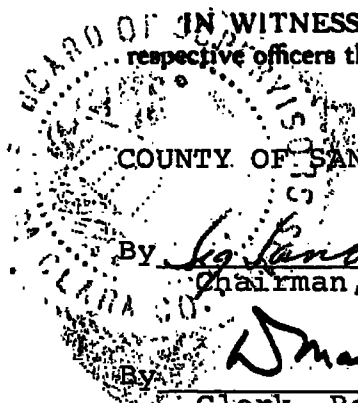
7. ~~Grantee shall bear the entire cost and expense of construction, reconstruction, maintenance and use of said highway upon said property from the date first herein written. The cost of said highway shall be borne by the Grantee and the Railroad shall not be liable for the same.~~

8. Grantee agrees to reimburse Railroad for any and all assessments which may be levied by order of any authorized lawful body against the property of Railroad (and which may have been paid by Railroad) to defray any part of the cost or expense incurred in connection with the construction or reconstruction of said highway upon said property commenced within one (1) year from the date first herein written.

9. Should Grantee, its successors or assigns, at any time abandon the use of said property or any part thereof, or fail at any time to use the same for said purpose for a continuous period of one (1) year, the rights granted shall cease to the extent of the use so abandoned or discontinued, and Railroad, its successors or assigns, shall at once have the right, in addition to but not in qualification of the rights hereinabove reserved, to resume exclusive possession of the said property, or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said highway, including the paving, from said property of Railroad, to restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said highway, and to bear the expense thereof. Should Grantee in such event fail, neglect or refuse to so remove said highway and restore said property, such removal and restoration may be performed by Railroad at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

10. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written. IN DUPLICATE



COUNTY OF SANTA CLARA  
By Ed Sanchez Chairman pro tem  
Chairman, Board of Supervisors  
By Donald M. Rains  
Clerk, Board of Supervisors  
Donald M. Rains  
Assistant Clerk  
Board of Supervisors

SOUTHERN PACIFIC COMPANY  
By Mr. [Signature]  
(Title) Vice President  
Attest: [Signature]  
Assistant Secretary

APPROVED AS TO FORM  
Alfonso R. Lopez  
DEPUTY COUNTY COUNSEL

FILED FOR RECORD  
AT REQUEST OF  
BOARD OF SUPERVISORS  
AUG 28 3 05 PM '58  
OFFICIAL RECORDS  
SANTA CLARA COUNTY  
GEORGE E. POWLES  
RECORDER  
3470200  
BOOK 8235 PAGE 332

(Approved as to form by General Counsel  
April 14, 1959)

Form Approved:

---

Contract Attorney

Approved as to Corporate Owner:

---

Valuation Officer

Approved:

---

Chief Engineer

Description Correct:

---

Division Engineer

Recommended:

---

Superintendent

Form of Execution Approved:

---

Contract Attorney

STATE OF CALIFORNIA )  
COUNTY OF SANTA CLARA )

ss.

BOOK 8235 PAGE 334

On August 5, 1968 before me, MARILYN B. OTT, personally  
appeared SIG SANCHEZ and DON M. RAINS,  
known to me to be the Chairman Pro Tem and Assistant Clerk, respectively,  
of the Board of Supervisors of the County of Santa Clara, State of California,  
and known to me to be the persons who executed the within instrument on behalf  
of said County, and acknowledged to me that said County of Santa Clara authorized  
execution of the same.



*Marilyn B. Ott*  
Notary Public  
In and for said County and State X



# memorandum



TO	Public Works Department Attn: Wolfgang Schroeder	FROM	D. M. Rains, Asst. Clerk Board of Supervisors
SUBJECT	AGREEMENT WITH SOUTHERN PACIFIC COMPANY RE CONSTRUCTION OF RAILROAD OVERCROSSING AT SEPARATED GRADES OVER MONTEREY HIGHWAY, AND INDENTURE AGREEMENT	DATE	August 6, 1968

3.

In accordance with your request, we are transmitting herewith the following documents:

- 1) Original and one copy of Agreement with Southern Pacific Company,
- 2) Original and one copy of Indenture Agreement with Southern Pacific,
- 3) Two copies of Minute Excerpt of the Board of Supervisors' meeting of August 5, 1968, authorizing said agreements.

It is our understanding that you will deliver said documents to the Southern Pacific Company, and that a fully executed copy of each will be returned for our files.

DMR:kb  
Attachments

August 6, 1968

The following is an excerpt from the Minutes of the Board of Supervisors meeting of Monday, August 5, 1968, as recorded in Minute Book No. 51:

---

" On motion of Supervisor Spangler, seconded by Supervisor Quinn, it is unanimously ordered that the Chairman be authorized to execute an agreement between the County and Southern Pacific Company which provides for the construction of a railroad overcrossing including structure and roadway as part of the Capitol Expressway Improvement Project, according to the terms and conditions of said agreement.

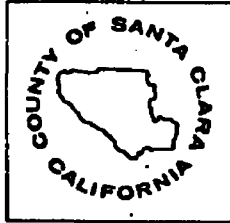
" On motion of Supervisor Spangler, seconded by Supervisor Quinn, it is unanimously ordered that the Chairman be authorized to execute an Indenture between the County and Southern Pacific Company whereby said Company grants to County right to construct, reconstruct, maintain and use a street or highway by means of an overpass upon and across property more particularly described therein. This indenture relates to the agreement referred to in paragraph above."

ATTEST: JEAN PULLAN, Clerk of the  
Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

kb

3



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: July 25, 1968

FOR: BOARD OF SUPERVISORS AGENDA OF August 5, 1968

FROM: E. C. STEFFANI, DESIGN

TITLE: AGREEMENT OF COUNTY WITH SOUTHERN PACIFIC COMPANY CONCERNING THE CONSTRUCTION OF A RAILROAD OVERCROSSING AT SEPARATED GRADES OVER MONTEREY HIGHWAY.

DESCRIPTION:

This agreement provides for the construction of a Railroad Overcrossing including structure and roadway as part of the Capitol Expwy Improvement Project scheduled for construction in August 1968.

This crossing has been authorized by the P.U.C.

Approval is recommended.

After execution please send the original and one copy to the Dept. of Public Works, Attn. W. Schroeder.

The executed documents will be hand carried to the Southern Pacific Co.

ECS:LM:per

*ECS*

APPROVED:

*James T. Pott*

JAMES T. POTT, COUNTY ENGINEER

AGENDA DATA

DATE: \_\_\_\_\_

ITEM NO: \_\_\_\_\_

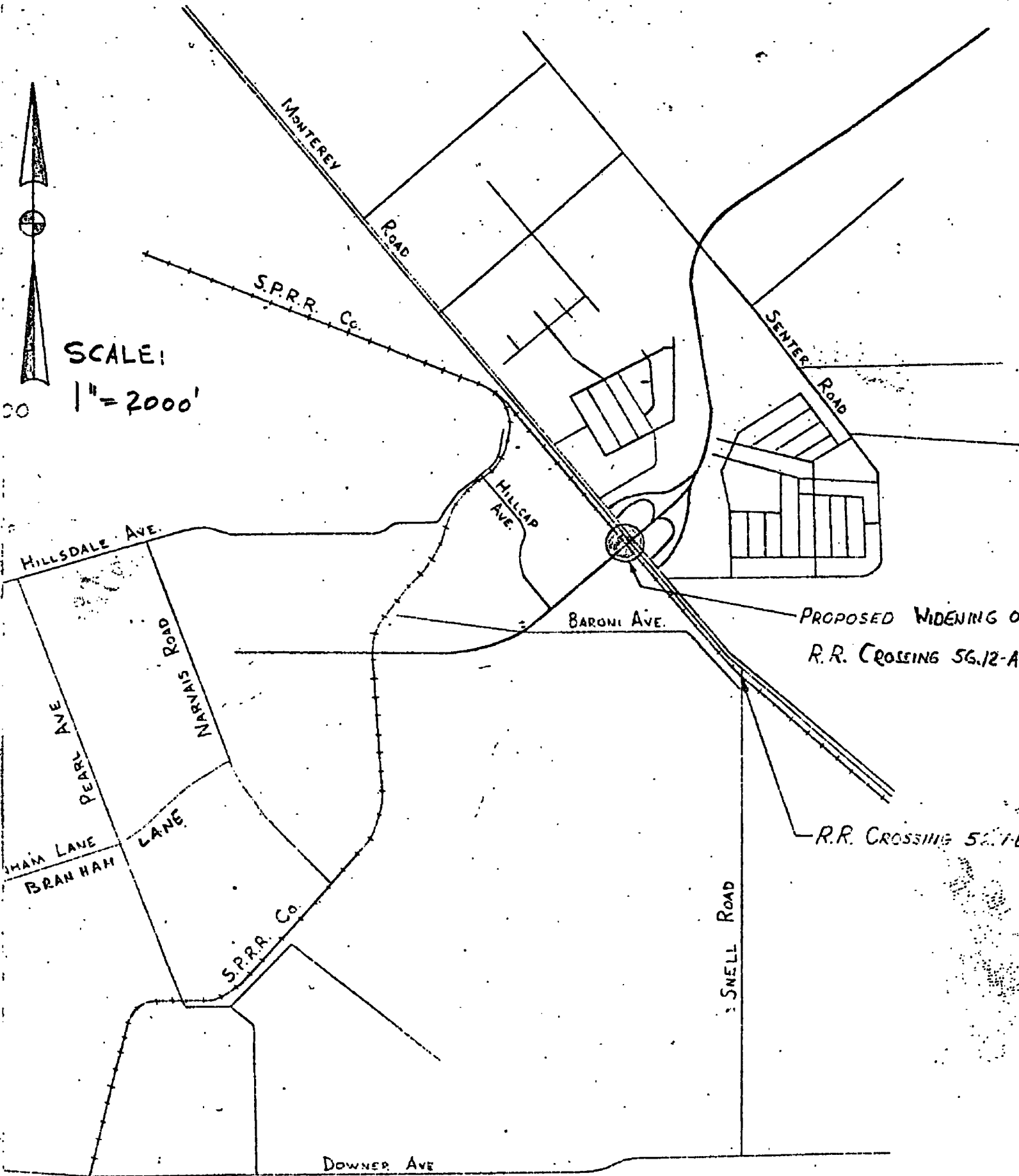
BOARD ACTION \_\_\_\_\_

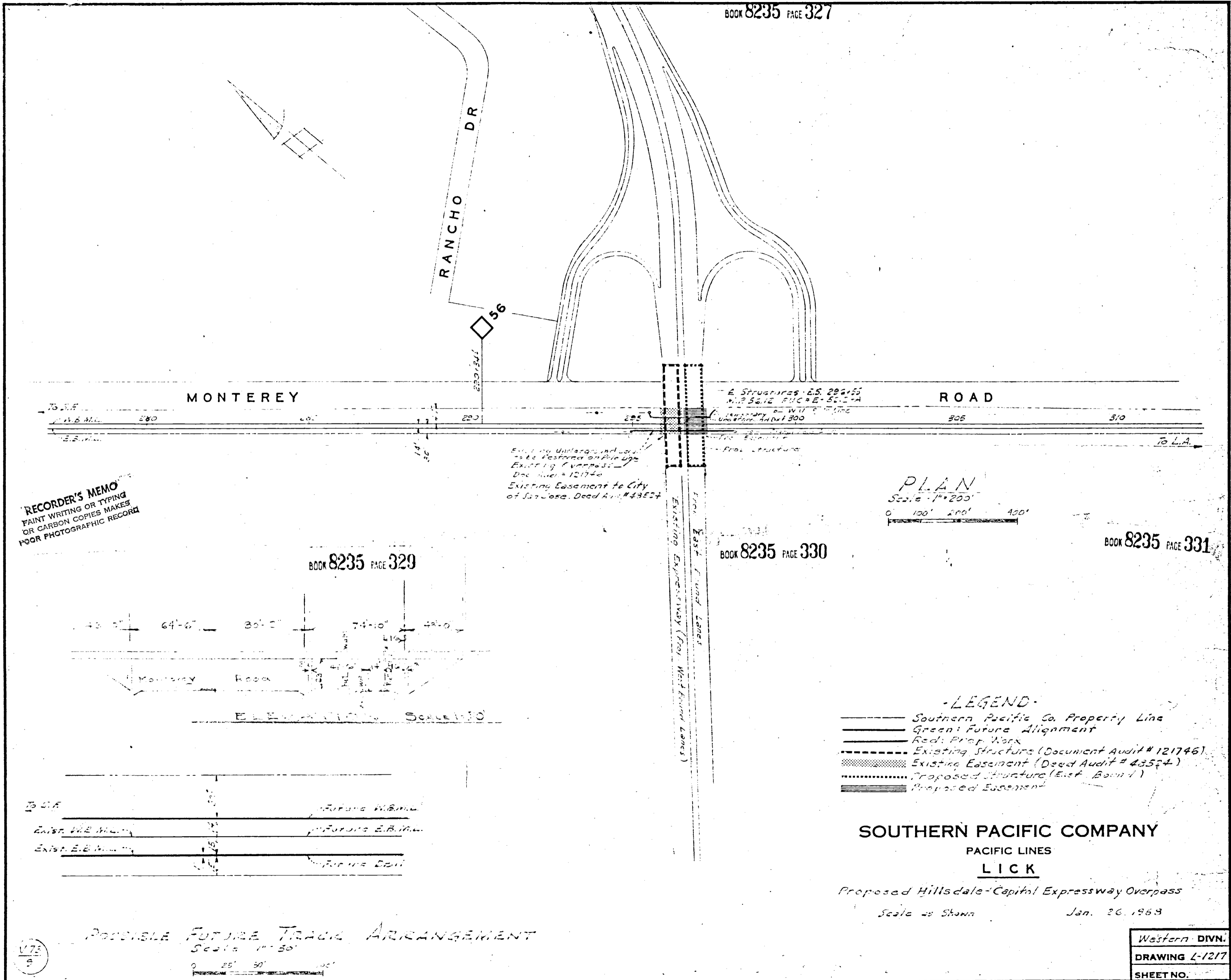
*re*

GENERAL VICINITY MAP



SCALE:  
1" = 2000'



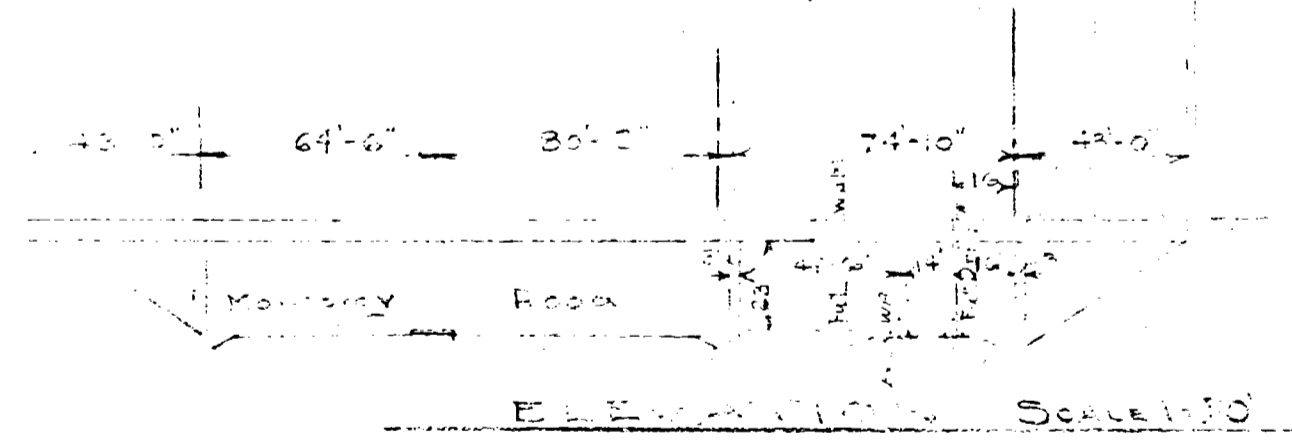


RECORDER'S MEMO  
 FAINT WRITING OR TYPING  
 OR CARBON COPIES MAKES  
 POOR PHOTOGRAPHIC RECORD

Existing Underground Lines  
 to be Restored on Pier Ups  
 Existing Overpass  
 Dec. 12/146  
 Existing Easement to City  
 of San Jose, Deed Audit # 43524

E. Structures - ES 294155  
 W.P. 5612 PUCRE - 5612-A  
 Dec. 12/146  
 Dec. 12/146

PLAN  
 Scale - 1" = 200'  
 0 100' 200' 400'



- LEGEND -
- Southern Pacific Co. Property Line
  - Green: Future Alignment
  - Red: Prop. Work
  - Existing Structure (Document Audit # 121746)
  - Existing Easement (Deed Audit # 43524)
  - Proposed Structure (East Bound)
  - Proposed Easement

**SOUTHERN PACIFIC COMPANY**  
 PACIFIC LINES  
**LICK**

Proposed Hillsdale-Capitol Expressway Overpass  
 Scale as Shown Jan. 26, 1963

POSSIBLE FUTURE TRACK ARRANGEMENT  
 Scale 1" = 50'

VTS  
 9

0 25' 50' 100'

Western DIVN.  
 DRAWING L-1217  
 SHEET NO.

DRAWER