



*Review for  
Manly  
mly*

**Chicago, Rock Island and Pacific Railroad Company**

OFFICE OF DIVISION ENGINEER  
4th & Vine Streets  
Des Moines, Iowa 50309

October 6, 1972

File: West St. Paul Station  
Water Line Crossing MP 349.87

Port Authority of the City of St. Paul  
330 Minnesota Building  
Fourth & Cedar  
St. Paul, Minnesota 55101

Dear Sir:

Herewith for your records is fully executed copy of Rock Island Secretary's Contract No. 49663 covering an 8" water line crossing of Rock Island right of way and track at MP 349 + 4619 ft. at West St. Paul, Minnesota.

Before commencing work, please arrange to give Rock Island Roadmaster E. D. Daugherty at the depot in Manly, Iowa, phone 1-515-454-2263, at least 48 hours notice so any necessary flagmen or track inspection may be arranged.

Yours very truly,

  
Division Engineer

HES/bh

cc: Messrs. C. H. Meyers - Inver Grove  
E. D. Daugherty - Manly

PORT AUTHORITY CITY OF ST. PAUL	
FDM	<input checked="" type="checkbox"/>
EAK	<input type="checkbox"/>
DGD	<input type="checkbox"/>
CER	<input checked="" type="checkbox"/>
RAG	<input type="checkbox"/>
RCB	<input type="checkbox"/>
DATE	<u>10</u>
FILING INSTRUCTION	
OCT 10 1972	
ALL DEPT'S	

THIS AGREEMENT, MADE IN DUPLICATE AND ENTERED INTO THIS 1st DAY  
 OF September A. D. 1972, BY AND BETWEEN THE CHICAGO, ROCK ISLAND AND PACIFIC  
 RAILROAD COMPANY, PARTY OF THE FIRST PART, HEREINAFTER STYLED "FIRST PARTY", AND  
 Port Authority of the City of Saint Paul

330 Minnesota Building  
 4th & Cedar  
 Saint Paul, Minnesota 55101

PARTY OF THE SECOND PART, HEREINAFTER STYLED "SECOND PARTY",  
 WITNESSETH:

CRI&P.R.R. Co. Secretary's No. **49663**

THAT FOR AND IN CONSIDERATION OF PAYMENTS TO BE MADE TO THE FIRST PARTY BY THE  
 SECOND PARTY, AS HEREINAFTER SET FORTH, AND ALSO OF THE COVENANTS AND AGREEMENTS  
 HEREINAFTER MENTIONED TO BE OBSERVED, KEPT AND PERFORMED BY THE SECOND PARTY, FIRST PARTY  
 HEREBY GRANTS UNTO THE SECOND PARTY THE RIGHT TO INSTALL, FOR THE PURPOSE OF CONVEYING  
 fresh water, at about 90 psi, with one 8-

INCH PIPE LINE, AND THEREAFTER TO MAINTAIN, OPERATE AND RENEW THE SAME DURING THE  
 CONTINUANCE OF THIS AGREEMENT, ACROSS, UNDERNEATH OR ALONG THE RIGHT OF WAY AND TRACKS  
 (OR TRACK, AS THE CASE MAY BE) OF THE FIRST PARTY; SAID PIPE LINE TO BE LOCATED  
 at MP 349+4619 ft. in the S.E. 1/4 of the S.W. 1/4, Sec 9 - T. 28 N. - R. 22 W,  
 opposite Chief Engineer's Profile Station 867+51 crossing the CRI&P's main line  
 at 45°30' and crossing the Land-O-Lakes Creameries Spur at 68° in Ramsey County,  
 Minnesota

A MORE PARTICULAR DESCRIPTION OF THE LOCATION OF SAID PIPE LINE IS MADE ON THE  
 PRINT HERETO ATTACHED, MARKED "EXHIBIT A" AND HEREBY MADE A PART OF THIS AGREEMENT.

AS ONE OF THE CONSIDERATIONS FOR THE FOREGOING GRANT THE SECOND PARTY AGREES TO PAY  
 TO THE FIRST PARTY, AT THE OFFICE OF ITS TREASURER IN THE CITY OF CHICAGO, ILLINOIS, THE  
 SUM OF \$ 50.00 AS COST OF PREPARATION OF THIS AGREEMENT, PAYABLE IN ADVANCE. ALSO AN  
 ANNUAL RENTAL OF \$ waived DURING LIFE OF THIS AGREEMENT, PAYABLE waived IN  
 ADVANCE.

THE GRANT AFORESAID IS MADE UPON THE FOLLOWING EXPRESS CONDITIONS, TERMS AND  
 COVENANTS TO BE OBSERVED, KEPT AND PERFORMED BY THE SECOND PARTY.

FIRST: SAID PIPE LINE SHALL BE CONSTRUCTED OF 8" ductile iron pipe Class 3

WHERE IT PASSES UNDERNEATH THE TRACKS OF THE FIRST PARTY AND FOR A DISTANCE OF  
 FEET ON EACH SIDE OF SAID TRACKS, BUT FOR REMAINDER OF DISTANCE ACROSS FIRST  
 PARTY'S RIGHT OF WAY SAID PIPE MAY BE OF same as above, AND IT SHALL  
 BE NOT MORE THAN eight INCHES IN DIAMETER, INSIDE MEASUREMENT. SAID PIPE LINE  
 SHALL BE ENCASED IN 30" steel casing pipe w/w/T 1/2" PIPE UNDER THE FIRST PARTY'S TRACKS  
 AND FOR A DISTANCE OF 25 FEET EACH SIDE OF TRACK MEASURED AT RIGHT ANGLES  
 THERETO. SAID PIPE SHALL BE LAID AT A UNIFORM GRADE ENTIRELY ACROSS THE RIGHT OF WAY  
 OF THE FIRST PARTY, AND THE TOP OF THE PIPE LINE SHALL BE NOT LESS THAN 4.5 FEET  
 BELOW THE BASE OF RAIL OF SAID TRACKS, NOR AT ANY POINT AT A SUFFICIENTLY SHALLOW DEPTH  
 TO BE AFFECTED BY FROST, AS PROVIDED IN DRAWING ATTACHED HERETO, MARKED "EXHIBIT B" AND  
 MADE A PART OF THIS AGREEMENT.

SECOND: THE INSTALLATION OF SAID PIPE LINE, INCLUDING THE DIGGING AND FILLING OF  
 ANY TRENCH THEREFOR AND THE TIME AND MANNER OF DOING ALL OF THE WORK OR OF ANY REPAIRS  
 OR RENEWALS UPON THE FIRST PARTY'S RIGHT OF WAY, SHALL BE AS INDICATED BY ITS CHIEF  
 ENGINEER, OR HIS AUTHORIZED REPRESENTATIVE. ALL OF SAID WORK SHALL BE DONE IN A GOOD  
 AND WORKMANLIKE MANNER, AND IN ACCORDANCE WITH PLANS AND PROFILES TO BE PREPARED BY THE  
 SECOND PARTY AND SUBMITTED FOR APPROVAL TO THE FIRST PARTY'S CHIEF ENGINEER OR HIS  
 AUTHORIZED REPRESENTATIVE, AND UNTIL SUCH APPROVAL IS FIRST HAD SAID WORK UPON THE FIRST  
 PARTY'S PREMISES SHALL NOT BE BEGUN BY THE SECOND PARTY.



THIRD: THE FIRST PARTY HEREBY GRANTS UNTO THE SECOND PARTY, ITS OFFICERS, AGENTS AND EMPLOYEES, PERMISSION TO GO UPON THE FIRST PARTY'S RIGHT OF WAY WHENEVER NECESSARY, TO CONSTRUCT, INSPECT, REPAIR OR RENEW THE SAID PIPE LINE.

FOURTH: THE FIRST PARTY, NOTWITHSTANDING THE AFORESAID GRANT, SHALL HAVE THE RIGHT TO RETAIN THE TRACKS NOW OPERATED BY IT AT SAID POINT OF CROSSING, AND ALSO SHALL HAVE THE RIGHT AT ANY AND ALL TIMES IN THE FUTURE TO CONSTRUCT, MAINTAIN AND OPERATE OVER SAID PIPE LINE SUCH ADDITIONAL TRACK OR TRACKS AS IT MAY FROM TIME TO TIME ELECT TO LAY. NOTHING SHALL BE DONE OR SUFFERED TO BE DONE BY THE SECOND PARTY THAT WILL IN ANY MANNER IMPAIR THE USEFULNESS OR SAFETY OF THE TRACKS OF THE FIRST PARTY, OR OF SUCH TRACK OR TRACKS AS IT MAY IN FUTURE CONSTRUCT ACROSS OR ABOVE SAID PIPE LINE.

FIFTH: THE SECOND PARTY AGREES THAT IT WILL BEAR AND PAY THE ENTIRE COST OF INSTALLING OR CONSTRUCTING, MAINTAINING, REPAIRING AND RENEWING SAID PIPE LINE.

SIXTH: THE SECOND PARTY AGREES THAT IT WILL, IMMEDIATELY UPON RECEIPT OF A STATEMENT SHOWING THE AMOUNT THEREOF, PAY ALL COST OF ANY AND ALL WORK PERFORMED UPON THE RIGHT OF WAY AND TRACKS OF THE FIRST PARTY WHICH SHALL BE MADE NECESSARY BY THE CONSTRUCTION, REPAIR, RENEWAL OR PRESENCE THEREON OF SAID PIPE LINE.

SEVENTH: THE SECOND PARTY AGREES THAT IT WILL GIVE AMPLE NOTICE IN WRITING TO THE FIRST PARTY OF THE TIME WHEN IT, THE SECOND PARTY, WILL COMMENCE DIGGING THE TRENCH OR DO ANY REPAIRING OR RENEWING UPON THE RIGHT OF WAY OF THE FIRST PARTY, IN ORDER THAT THE FIRST PARTY MAY, IF IT SO DESIRES, HAVE ITS REPRESENTATIVE PRESENT FOR THE PURPOSE OF DIRECTING SAID WORK SO THAT THE SAME MAY BE DONE IN A MANNER SATISFACTORY TO IT.

EIGHTH: THE SECOND PARTY AGREES THAT BEFORE AND DURING THE DIGGING AND FILLING OF SAID TRENCH, OR AT ANY OTHER TIME, THE FIRST PARTY SHALL HAVE THE RIGHT TO PROVIDE SUCH SAFE AND TEMPORARY STRUCTURES AS IT MAY DEEM NECESSARY FOR SAFELY CARING FOR AND PRESERVING ITS TRACKS, AND THE SECOND PARTY AGREES TO PAY TO THE FIRST PARTY THE ENTIRE COST OF PUTTING IN AND OF REMOVING SUCH TEMPORARY STRUCTURES, AND OF RESTORING THE PROPERTY OF THE FIRST PARTY TO THE SAME CONDITION IN WHICH IT WAS BEFORE THE COMMENCEMENT OF SAID WORK. FROM THE TIME THE TRENCH IS OPENED UNTIL IT IS REFILLED, THE SECOND PARTY AGREES PROPERLY TO POLICE THE SAME, AND TO MAINTAIN LIGHTS AT NIGHT IN AND ABOUT SAID TRENCH, AS MAY BE NECESSARY OR AS IT MAY BE REQUESTED TO DO BY THE FIRST PARTY.

NINTH: THE SECOND PARTY AGREES THAT IF, AT ANY TIME, THE FIRST PARTY SHALL CHANGE THE LOCATION OR GRADE OF ITS TRACK OR TRACKS, NOW OR HEREAFTER LAID AT SAID POINT OF CROSSING, OR SHALL DESIRE TO USE ITS RIGHT OF WAY AT SAID POINT FOR ANY PURPOSE WHATEVER, IT WILL CHANGE THE LOCATION OR DEPTH OF SAID PIPE LINE, IF SUCH CHANGE SHALL BE MADE NECESSARY THEREBY, WITHOUT COST OR EXPENSE TO THE FIRST PARTY; AND IF THE SECOND PARTY SHALL FAIL, NEGLECT OR REFUSE TO MAKE SUCH CHANGE FOR A PERIOD OF THIRTY (30) DAYS AFTER THE RECEIPT OF WRITTEN NOTICE FROM THE FIRST PARTY, THEN THE FIRST PARTY MAY FORTHWITH MAKE SUCH CHANGE IN LOCATION OR DEPTH AT THE EXPENSE OF THE SECOND PARTY, AND THE TOTAL COST THEREOF SHALL BE PAID BY THE SECOND PARTY IMMEDIATELY UPON RECEIPT OF A STATEMENT.

TENTH: THE SAID PIPE LINE SHALL BE AT ALL TIMES MAINTAINED BY THE SECOND PARTY IN AN ENTIRELY SECURE, SAFE AND SANITARY CONDITION. THE SECOND PARTY SHALL BE CHARGED WITH ALL DUTY, LIABILITY AND OBLIGATION AS TO THE DUE AND PROPER CONSTRUCTION, MAINTENANCE, REPAIR, USE AND OPERATION OF SAID PIPE LINE BENEATH SAID RIGHT OF WAY AND TRACK OR TRACKS OF THE FIRST PARTY, AS WELL AS ON PROPERTY ADJOINING THE FIRST PARTY'S RIGHT OF WAY, SO THAT NO DAMAGE OF ANY CHARACTER SHALL BE OCCASIONED TO THE FIRST PARTY BY REASON OF THE CONSTRUCTION, MAINTENANCE, USE, OPERATION, OR PRESENCE OF SAID PIPE LINE, BUT IF AT ANY TIME THE FIRST PARTY SHALL CONSIDER THAT THE MANNER OF CONSTRUCTING, MAINTAINING, REPAIRING OR RENEWING, USING AND OPERATING SAID PIPE LINE ADOPTED BY THE SECOND PARTY IS NOT SAFE AND PROPER IN CONSIDERATION OF THE USE BY IT OF THE FIRST PARTY'S PROPERTY, THEN THE SECOND PARTY SHALL AT ONCE, AT ITS OWN EXPENSE, UPON WRITTEN NOTICE FROM THE FIRST PARTY, MAKE SUCH CHANGES OR REPAIRS AS THE FIRST PARTY MAY REQUIRE. SHOULD THE SECOND PARTY FAIL, NEGLECT OR REFUSE TO MAKE SUCH CHANGES OR REPAIRS WITHIN TEN (10) DAYS AFTER THE RECEIPT OF SUCH NOTICE, THE FIRST PARTY MAY MAKE SUCH CHANGES OR REPAIRS AT THE EXPENSE OF THE SECOND PARTY, AND THE TOTAL COST THEREOF SHALL BE PAID BY THE SECOND PARTY IMMEDIATELY UPON RECEIPT OF A STATEMENT. THE OPTIONAL RIGHT OF THE FIRST PARTY TO MAKE SUCH REPAIRS SHALL NOT RELIEVE THE SECOND PARTY FROM THE CONSEQUENCES DUE TO ITS FAILURE PROPERLY TO MAINTAIN SAID PIPE LINE ACCORDING TO THE TERMS OF THIS AGREEMENT.



ELEVENTH: THE SECOND PARTY AGREES IN ALL RESPECTS FULLY TO INDEMNIFY, SAVE AND KEEP HARMLESS THE FIRST PARTY, ITS AGENTS AND EMPLOYEES, FROM ANY AND ALL LIABILITY, LOSS, DAMAGE OR INJURY OF ANY KIND WHATSOEVER TO THE PROPERTY OF THE FIRST PARTY, OR TO THE PROPERTY OF OTHERS IN ITS POSSESSION, AS A COMMON CARRIER, OR OTHERWISE, OR TO THE PROPERTY OF OTHERS ON OR ADJOINING ITS RIGHT OF WAY, OR ON ACCOUNT OF INJURY TO OR DEATH OF THE EMPLOYEES OR PASSENGERS OF THE FIRST PARTY, OR ON ACCOUNT OF INJURY TO OR DEATH OF OTHERS, ARISING FROM OR IN ANY MANNER CAUSED BY OR GROWING OUT OF THE CONSTRUCTION, INSTALLATION, WANT OF REPAIR, MAINTENANCE, USE, OPERATION, OR PRESENCE OF SAID TRENCH OR PIPE LINE UPON THE RIGHT OF WAY OF THE FIRST PARTY, OR UPON PROPERTY ADJOINING THE SAME, IRRESPECTIVE OF WHETHER OR NOT SUCH LIABILITY, LOSS, DAMAGE, INJURY OR DEATH SHALL ARISE FROM THE NEGLIGENCE OF ANY OF SUCH EMPLOYEES, PASSENGERS OR PERSONS.

TWELFTH: THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY GIVING TO THE OTHER THIRTY (30) DAYS' WRITTEN NOTICE OF ITS INTENTION SO TO DO. IN CASE OF TERMINATION THE SECOND PARTY SHALL REMOVE FROM THE RIGHT OF WAY OF THE FIRST PARTY SAID PIPE LINE AND SHALL RESTORE SAID RIGHT OF WAY, WHERE SAID LINE WAS LAID, TO ITS CONDITION PRIOR TO THE CONSTRUCTION AND INSTALLATION OF SAID PIPE LINE; OR UPON FAILURE, NEGLECT OR REFUSAL OF THE SECOND PARTY SO TO DO, THE FIRST PARTY MAY MAKE SUCH REMOVAL AND RESTORATION, AND THE TOTAL COST HEREOF SHALL BE PAID BY THE SECOND PARTY IMMEDIATELY UPON RECEIPT OF A STATEMENT; OR, IF THE FIRST PARTY SHALL SO ELECT, IT MAY TREAT THE SAID PIPE LINE AS ABANDONED BY THE SECOND PARTY, AND MAY MAKE SUCH DISPOSITION THEREOF AS IT MAY SEE FIT.

THIRTEENTH: THIS AGREEMENT AND ALL OF THE TERMS, CONDITIONS, RIGHTS AND OBLIGATIONS HEREIN CONTAINED SHALL INURE TO AND BE BINDING UPON THE FIRST PARTY, ITS SUCCESSORS, LESSEES, AND ASSIGNS, AND UPON THE SECOND PARTY, AND THE SUCCESSORS, ASSIGNS, LESSEES, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL AND PERSONAL REPRESENTATIVES OF SECOND PARTY, WHETHER HEREINBEFORE SO STATED OR NOT; BUT IT IS DISTINCTLY AGREED THAT THE SECOND PARTY SHALL NOT ASSIGN ITS RIGHTS UNDER THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF THE FIRST PARTY FIRST HAD AND OBTAINED.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN.

CHICAGO, ROCK ISLAND AND  
PACIFIC RAILROAD COMPANY

By

*C. P. Hogan*

MANAGER, OPERATIONS ADMINISTRATION  
Manager Operating Contracts

APPROVED:

*C. E. Wellor*

Chief Engineer

PORT AUTHORITY OF THE CITY OF SAINT PAUL

By: *Frank D. Mangitelli*

Title: *Exec. Vice President*

ATTEST:

*E. F. Johnson*  
ASSISTANT SECRETARY

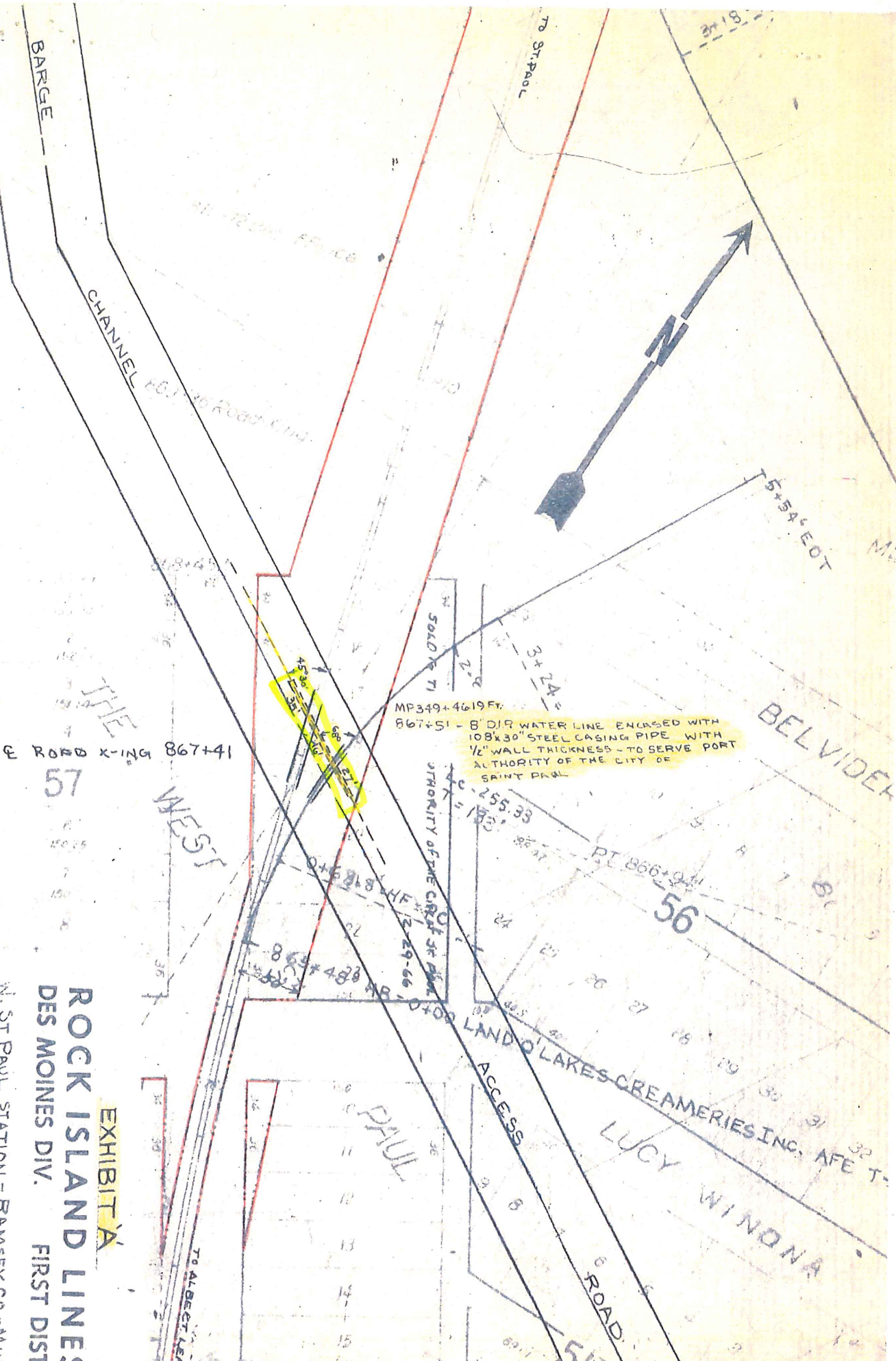
APPROVED:

*A. P. Houston*  
SUPERINTENDENT

APPROVED:

*O. C. Thompson*  
Manager-Real Estate

07-22.



THE  
 F. ROAD X-ING 867+41  
 57

MP349+4619 FT.  
 867+51 - B'DIP WATER LINE ENCASED WITH  
 108x30" STEEL CASING PIPE WITH  
 1/2" WALL THICKNESS - TO SERVE PORT  
 AUTHORITY OF THE CITY OF  
 SAINT PAUL

EXHIBIT A  
 ROCK ISLAND LINE  
 DES MOINES DIV. FIRST DIST

N. ST PAUL STATION - RAMSEY CO.-MIN

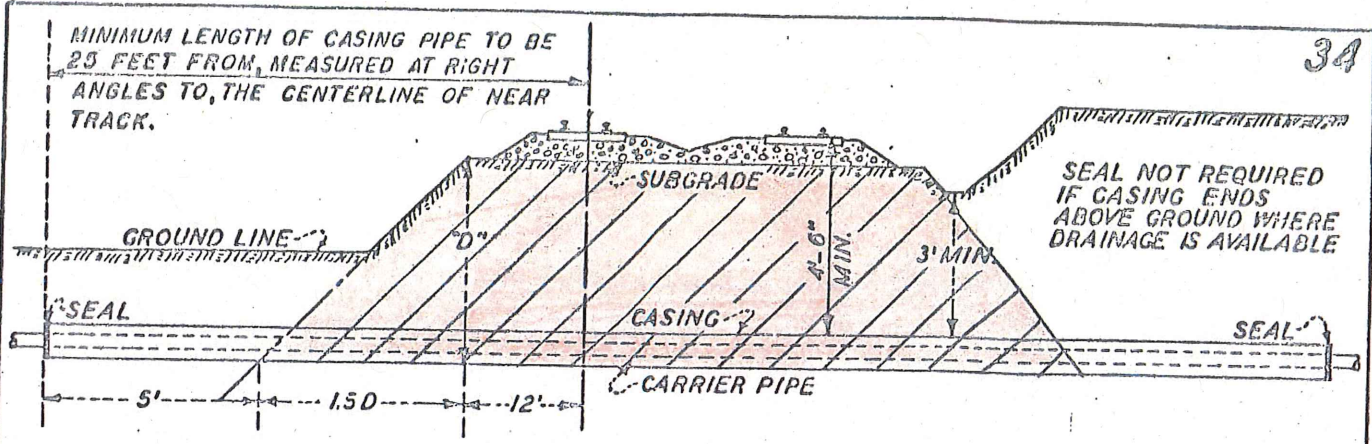
ROAD 8" WATER LINE X-ING

TO SERVE PORT AUTHORITY OF THE

CITY OF SAINT PAUL

OFFICE OF DIV. ENGR. SCALE 1" = 100'





SEAL NOT REQUIRED IF CASING ENDS ABOVE GROUND WHERE DRAINAGE IS AVAILABLE

**-GENERAL INSTRUCTIONS-**

- 1: SCOPE - PIPE LINES UNDER THESE SPECIFICATIONS ARE THOSE INSTALLED TO CARRY STEAM, WATER OR ANY NONFLAMMABLE SUBSTANCE WHICH FROM ITS NATURE OR PRESSURE MIGHT CAUSE DAMAGE IF ESCAPING ON OR IN THE VICINITY OF RAILROAD PROPERTY.
- 2: INSTALLATION: LOW PRESSURE WATER PIPE LINES UNDER RAILROAD TRACKS, SERVING DOMESTIC USERS, THAT DO NOT EXCEED 2" IN DIAMETER WILL NOT REQUIRE ENCASEMENT. ALL PIPE LINES OF MORE THAN 2" IN DIAMETER WILL REQUIRE ENCASEMENT PIPE EXCEPT WHERE SPECIFIC AUTHORITY IS OBTAINED FROM THE CHIEF ENGINEER TO DEVIATE FROM THIS STANDARD.
- 3: CARRIER PIPE UNDER RAILROAD TRACK OR RIGHT OF WAY SHALL BE OF APPROVED CONSTRUCTION AND LAID SO THAT NO JOINTS ARE DIRECTLY UNDER TRACK TIES.
- 4: CASING PIPE AND JOINTS MAY BE OF ANY APPROVED CONDUIT CONSTRUCTION AND SHALL BE CAPABLE OF WITHSTANDING THE LOAD OF RAILROAD ROADBED, TRACK AND TRAFFIC; ALSO SHALL BE SO CONSTRUCTED AS TO PREVENT LEAKAGE OF ANY MATTER FROM THE CASING OR CONDUIT THROUGHOUT ITS LENGTH UNDER THE TRACK AND RAILROAD RIGHT OF WAY, EXCEPT AT THE ENDS OF THE CASING OR CONDUIT WHERE THE ENDS ARE LEFT OPEN. CASING SHALL BE SO INSTALLED AS TO PREVENT THE FORMATION OF A WATER WAY UNDER THE RAILROAD. CASING SHALL BE INSTALLED WITH EVEN BEARING THROUGHOUT ITS LENGTH AND SHALL SLOPE TO ONE END. THE INSIDE DIAMETER OF THE CASING SHALL BE AT LEAST 2" GREATER THAN THE LARGEST OUTSIDE DIAMETER OF CARRIER PIPE JOINTS OR COUPLINGS.
- 5: SEALS - WHERE THE ENDS OF THE CASING ARE BELOW GROUND THEY SHALL BE SUITABLY PROTECTED AGAINST THE ENTRANCE OF FOREIGN MATERIAL WHICH MAY PREVENT READY REMOVAL OF CARRIER PIPE. WHERE THE ENDS OF THE CASING ARE AT OR ABOVE GROUND SURFACE, AND ABOVE HIGH WATER LEVEL, THEY MAY BE LEFT OPEN, PROVIDING DRAINAGE IS AFFORDED IN SUCH A MANNER THAT LEAKAGE WILL BE CONDUCTED AWAY FROM THE ROADBED AND STRUCTURES. SEALS NOT TO BE INSTALLED IN CASING ON CARRIER PIPES THAT CARRY SUBSTANCES UNDER PRESSURE.
- 6: DEPTH OF CASING - THE TOP OF THE CASING PIPE SHALL BE BELOW THE FROST LINE AND AT ITS CLOSEST POINT SHALL NOT BE LESS THAN 4 1/2 FEET BELOW BASE OF RAILROAD RAIL. ON OTHER PORTIONS OF THE RAILROAD RIGHT OF WAY WHERE THE CASING IS NOT DIRECTLY BENEATH ANY TRACK THE DEPTH FROM THE SURFACE OF THE GROUND AND FROM THE BOTTOM OF DITCHES TO THE TOP OF THE CASING, SHALL NOT BE LESS THAN 3 FEET. WHERE IT IS NOT PRACTICAL TO SECURE THE ABOVE DEPTHS, SPECIAL CONSTRUCTION SHALL BE USED.
- 7: LENGTH - CASING SHALL EXTEND EACH SIDE FROM THE CENTER LINE OF THE OUTSIDE TRACK MEASURED AT RIGHT ANGLES A MINIMUM DISTANCE OF 12' + 5' + 1.5D (WHERE D' EQUALS THE DEPTH OF THE BOTTOM OF THE CASING BELOW SUBGRADE) SEE PLAN. IF ADDITIONAL TRACKS ARE CONSTRUCTED IN THE FUTURE, THE CASING SHALL BE CORRESPONDINGLY EXTENDED.
- 8: SHUT OFF VALVES - WHERE WARRANTED BY SPECIAL LOCAL CONDITIONS, AND WHEN MUTUALLY AGREED TO BY THE RAILROAD CO. AND THE OWNER OF THE PIPE LINE, ACCESSIBLE EMERGENCY SHUT OFF VALVES SHALL BE INSTALLED WITHIN EFFECTIVE DISTANCE AT EACH SIDE OF THE CROSSING.
- 9: APPROVAL OF PLANS - WHERE IT IS IMPRACTICABLE TO COMPLY WITH THIS PLAN, DEVIATION MUST BE APPROVED BY CHIEF ENGINEER.

**EXHIBIT B**

ROCK ISLAND LINES

PLAN TO ACCOMPANY CONTRACTS

FOR UNDERGRADE PIPE LINE CROSSINGS TO CARRY NONFLAMMABLE SUBSTANCES.

ADOPTED: AUG. 10, 1954

REVISED: TO INCLUDE ALL OTHER CASING PLACED BY JACKING OR AUGERING UNDER TRACK. MINIMUM ROADWAY, AS SHOWN IN RED, REQUIRED FOR SAFE RAILROAD OPERATION. NO OPEN TRENCHING PERMITTED WITHIN LIMITS CROSSHATCHED UNLESS BULKHEAD SHEETPIERCOR BRIDGE CONSTRUCTED TO RETAIN ROADWAY FOR TRAFFIC.

*J. T. Fitzgerald*  
ENGINEER IN CHARGE

*W. P. Schenck*  
CHIEF ENGINEER

*W. J. Johnson*  
VICE PRESIDENT OPERATIONS

OFF. DIV. ENGR  
DES. IOWA  
11-20-54

AVOY RULING  
DOY 81-37