

*Amended in
no 603
in 1947*

A G R E E M E N T

COPY

between

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

and

LOS ANGELES RAILWAY CORPORATION

Covering the crossing of the
lines of railway of each of
the parties hereto in South
Main Street, in the City of
Los Angeles, California.

Dated July 3rd, 1931.

AGREEMENT, Made this 3rd day of July, 1931,
between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,
a Kansas corporation, hereinafter called the Atchison
Company, first party, and LOS ANGELES RAILWAY CORPORATION,
a California corporation, hereinafter called Los Angeles
Company, second party.

RECITALS:

The Atchison Company owns and operates a steam railway in and through the City of Los Angeles, County of Los Angeles, State of California, including a single track line of railway across South Main Street, immediately north of Slauson Avenue, near Wingfoot Station, in said City, in the location shown on print of drawing No. 76-19451, dated January 7th, 1931, hereto attached, marked Exhibit "A", and by reference made a part hereof.

The Los Angeles Company is the owner and in possession of and is operating an electric street railway system in said City of Los Angeles, and in certain territory adjacent thereto, including said Wingfoot Station.

The Los Angeles Company proposes to construct an extension of its said system in said South Main Street, and is desirous of crossing said single track line of the Atchison Company with a double track electric street railway in said South Main Street in the location more particularly shown by red on said Exhibit "A".

The Atchison Company is willing to grant to the Los Angeles Company the right so to do, subject to the terms and conditions hereinafter stated.

The parties hereto desire to evidence by written instrument the terms and conditions under which said crossing shall be constructed, maintained and operated.

AGREEMENT:

NOW, THEREFORE, for the purpose of fixing the rights and obligations of the parties hereto with reference to the construction and maintenance of said crossing and operation

thereover, it is mutually understood and agreed as follows:

First: Subject to the provisions hereof, the Atchison Company hereby grants to the Los Angeles Company the right to construct, and thereafter maintain and operate a double track electric street railway at grade over and across its aforesaid single track line in South Main Street at the location indicated by red line on said Exhibit "A".

Second: The plans and drawings for such crossing, or crossings, including the plan of any contemplated rearrangement of overhead wires, shall be first submitted to the proper officers of the Atchison Company for approval, and such crossing, or crossings, shall be constructed and installed by the Los Angeles Company at its own cost and expense in accordance with such plans, and subject to the approval and satisfaction of said officers of the Atchison Company. And said crossing or crossings shall thereafter at all times, so long as the same is used by the Los Angeles Company, its successors and assigns, be maintained by said Los Angeles Company, its successors or assigns, in a skillful and workmanlike manner, and to the satisfaction and approval of said officers of the Atchison Company. And should the Los Angeles Company refuse or fail to properly maintain said crossing, or crossings, after demand upon it by the Atchison Company to do such repair and maintenance work as shall be necessary to put the same in first class order and condition, then and in such event the Atchison

Company shall have the right to do such work, and the Los Angeles Company hereby agrees to reimburse the Atchison Company for the entire cost and expenses thereof, within twenty-five days after a bill or bills covering such cost and expense shall have been rendered by the Atchison Company.

Said crossing, or crossings, shall be installed and maintained by the Los Angeles Company upon the present grade of the railroad of the Atchison Company, and if at any time it shall become necessary and the Atchison Company shall alter the grade of its railway at said crossing, the Los Angeles Company shall, at its own cost and expense, in accordance with plans approved by and to the satisfaction and under the supervision of the Atchison Company, alter the grade of its said railway tracks to conform to such alteration and shall reinstall said crossing, or crossings, at such altered grade; provided, however, that such alteration of grade is not such as to require a substantially different grade for the railroad of the Los Angeles Company, and provided further, that the Los Angeles Company shall not be required to make any change, which would conflict with the requirement of any competent governing body, and provided further that nothing herein contained shall be taken to abridge the right of either the Atchison Company or the Los Angeles Company to a separation of grades at said crossing or crossings.

Third: All electric, telegraph, telephone, or other wires of the Los Angeles Company at the aforesaid crossing, shall, at the cost of the Los Angeles Company, be installed and maintain-

ed to the satisfaction of the Atchison Company, and in accordance with the requirements of the Railroad Commission of the State of California relating thereto now or hereafter made or to be made or in force. Any rearrangement of the electric trolley, telephone or other wires of the Atchison Company made necessary by the installation of said crossing, or crossings, shall be made by the Atchison Company at the expense of the Los Angeles Company and thereafter said wires shall be maintained by the Atchison Company at a height of not less than twenty-two feet above the tops of the rails of the track of the Los Angeles Company.

It is further understood and agreed by and between the parties hereto that the Los Angeles Company will reimburse the Atchison Company for all cost and expense in connection with the bonding of the joints, or any ground return work, at said crossing, or crossings.

Fourth: The installation of said crossing or crossings, and any repairs or renewals that may be necessary, shall be made, if possible, so as not to interfere in any way with the operation of the trains or cars of the Atchison Company, and in the event it shall become necessary in the installation of, or to make any repairs upon, or renewals of, said crossing, or crossings, which would in any way interfere with the operation of the trains or cars of the Atchison Company at said point, notice thereof shall be given to the Atchison Company, and said Atchison Company's consent shall be first had and obtained as to the time and manner of doing such work.

Fifth: It is further agreed that until the erection and satisfactory operation of an interlocking switch and signal system at said crossing controlling the operation of the engines, trains, motors and cars of the respective parties hereto, over said crossing, the engines, motors, trains and cars of the Atchison Company shall at all times have precedence.

No locomotive, train, motor or car of either of the parties hereto shall be permitted to stand on said crossing or to obstruct the use of same longer than may be necessary.

Sixth: All trains, motors, engines and cars of the Los Angeles Company which shall approach said crossing shall be brought to a stop before going upon or ^{T + SFRy} over the tracks of the Atchison Company and shall not proceed thereover until one of the crew of such train, engine, motor or car of the Los Angeles ^{Ry Corp} Company, or some other employee of the Los Angeles ^{Ry Corp} Company, shall have determined that the track is clear and that it is safe to proceed." It is understood and agreed that the Atchison Company is under no obligation to station a man or men at the crossing, or crossings, aforesaid, to prevent the motors, trains or cars of the Los Angeles Company

from running into the engine, motors, trains or cars of the Atchison Company while being operated over said crossing.

Seventh: If at any time any competent governmental authority shall require, solely for the protection of the movements of the engines, trains, motors and cars of the parties hereto at said crossing, the installation, use, maintenance and operation of any mechanical or automatic safety or protective devices or appliances, other than an interlocking system, or the maintenance of flagman or flagmen, such devices or appliances or flagman or flagmen, or any thereof, shall be furnished, provided, erected and installed complete by the Los Angeles Company at its sole cost and expense, and thereafter maintained, operated, repaired and renewed by the Los Angeles Company; provided, however, that the Atchison Company shall repay to the Los Angeles Company one-half of the expense of such maintenance, operation, repairs and renewals, including one-half of the wages of such flagman or flagmen, within twenty-five days after the rendition of bills therefor.

All employes of the Los Angeles Company engaged as such flagman or flagmen or engaged in the installation, operation, maintenance and/or repair of such mechanical or automatic safety or protective devices or appliances at said crossing, as those above mentioned, shall be deemed to be and be the personal employes of that company.

Eighth: It is further understood and agreed that if at any time it shall become necessary, or desirable, or the parties hereto agree, to install an interlocking switch and signal system for the purpose of controlling the operation of the engines, trains, motors and cars of the respective parties hereto, the Atchison Company shall install the same and upon completion thereof the Los Angeles Company shall pay to the Atchison Company a sum equal to the entire cost of such installation.

Any such interlocking switch and signal system shall be operated, maintained, repaired and renewed by the Atchison Company, and the Los Angeles Company agrees to pay to the Atchison Company from time to time, within twenty-five days after bills are rendered therefor, a sum equal to one-half the expense borne by the Atchison Company in maintaining, repairing, renewing and operating the same.

Any tower for such interlocking switch and signal system herein mentioned shall be located on the property of the Los Angeles Company, if it has property available therefor, but if not, said tower shall be located on the property of the Atchison Company, if it has property available therefor, provided, however, that if the latter company has no property which it can spare for such purpose, the Los Angeles Company shall, at

its own cost acquire sufficient property for such purpose.

Any such interlocking switch and signal system, shall be deemed personal property and shall belong to the Los Angeles Company, but this ownership shall not be construed to give the Los Angeles Company/^{any} interest in the right of way or real estate of the Atchison Company, which may be occupied by said signal system.

All employes engaged in the operation, maintenance, repair or renewal of said signal system, shall be considered the joint employes of the parties hereto and said parties shall be jointly responsible and liable for their actions.

All joint employes shall be employed by and under the exclusive control and direction of the Atchison Company, and if any such employe is killed or injured in the course of his employment, it shall be presumed that such employe was employed exclusively in intrastate commerce and said employe, or his dependent, as the case may be, shall be entitled to compensation under the provisions of the laws of the State of California, and one-half of such compensation shall be paid by each of the parties hereto.

After installation by the Atchison Company of the interlocking system complete, including insulated rail joints, derailing switches, derail switch timbers and the connection of each thereof, each company shall repair, maintain and renew the insulated rail joints, derailing switches and derail switch timbers located in its tracks as a part of its own railroad, and the same shall not be considered a part of the interlocking

system provided for herein. Each company shall at all times during the continuation of this agreement, keep the derails in its tracks clear of obstructions, and in case of failure or neglect so to do, the other company hereto may remove and clear away such obstructions from the tracks of such company, and the company so removing the same shall be reimbursed by such other company in any sum or sums expended for such removal.

Furthermore, each company shall, at its own cost, from time to time, and as may be necessary, paint the signal posts and blades installed near and used for the purpose of controlling its tracks and operation thereof.

The parties hereto shall from time to time establish such rules and regulations as may be found desirable for the proper operation of such signal system, and such rules and regulations shall be strictly enforced by the parties hereto.

If any damage shall be caused to such signal system by the fault of either of the parties hereto, then all such damage and all costs attendant thereupon shall be borne by the party so at fault.

Ninth: Each party hereto assumes all liability for all deaths, personal injury and damage to property, occurring upon its trains, engines, motors or cars, and damages

occurring to its trains, engines, motors and cars by reason of any negligence or wrongful act or omission of joint employes engaged in the operation, maintenance, repair or renewal of any interlocking switch and signal system herein provided for, or from any defect in or failure of said signal system, but nothing herein contained shall release the Los Angeles Company from liability for all deaths, personal injuries and damages to property or equipment, which may be caused by reason of any negligence or wrongful act, or omission of its personal employes engaged in the flagging at said crossing, or crossings, or in the installation, operation, maintenance and keeping in repair, of any mechanical or automatic safety or protective devices or appliances thereat, or by reason of its failure to maintain said crossing, or crossings, in good condition and repair, and free from obstructions as herein provided, and said Los Angeles Company promises and agrees to indemnify and save harmless the Atchison Company against and from all damages, costs or expenses suffered or incurred by it on account of damage to or loss of its property, or property in its possession, or on account of injuries or death suffered by its passengers, employes or other persons, through failure of the Los Angeles Company to maintain and keep said crossing or crossings, in good condition and repair, and free from obstruction, as aforesaid, or through failure to maintain and keep

in good condition and repair said mechanical or automatic safety or protective devices or appliances, as hereinabove provided.

Tenth: The parties hereto expressly covenant and agree that irrespective of which party hereto may legally be responsible for any collision between their engines, trains, motors or cars at said crossing or crossings and the resultant damages, the payment by either party of such damages and/or settlement of claims therefor shall not be taken to be or construed as any admission of liability on its part for such collision, and shall in no wise prejudice any of its rights hereunder as against the other party respecting such collision.

Eleventh: Each party hereto covenants and agrees that it will forever indemnify and save harmless the other party hereto, its successors and assigns, against and from any and all claims, demands, liabilities and judgments for, or by reason of, any damage, loss or injury the risk of which is herein assumed by such party, and also against and from any and all claims, demands, liabilities and judgments on account of any death or damage to persons or property, the liability of which is herein assumed by such party, and such party agrees to pay, satisfy and discharge all costs, charges and expenses

by reason thereof.

Twelfth: The Los Angeles Company, prior to the installation of said crossing, shall obtain from the Railroad Commission of the State of California, pursuant to Section 43 of California Public Utilities Act, approved September 23rd, 1911, permission of said Commission to operate said crossing at grade, and this agreement shall be subject to the approval of the Railroad Commission of the State of California.

Thirteenth: This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year hereinabove first written.

APPROVED:

[Signature]
Manager Engineering

[Signature]
Manager of Operations

[Signature]
Asst. to Gen. Mgr.

[Signature]
C. A. Roberts
C. A.

APPROVED AS TO FORM:

Gibson, Dunn & Crutcher

By

THE ATCHISON, TOPEKA AND SANTA
FE RAILWAY COMPANY,

BY [Signature]
ITS [Signature] President.

LOS ANGELES RAILWAY CORPORATION,

BY [Signature]
ITS [Signature] Pres

Signed by [Signature] Coast Lines
[Signature]
CAL
[Signature]

Approved as to Form
(Signed) Robert Brennan
5/29/31 Attorney Coast Lines
7/1/31

Plauson & Main crossing
with Santa Fe -

This King removed on N.O. 603
in 1947 - agreement never formally
abrogated.

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EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
 THE ATCHISON, TOPEKA AND SANTAFE RAILWAY COMPANY
 AND

LOS ANGELES RAILWAY CORPORATION

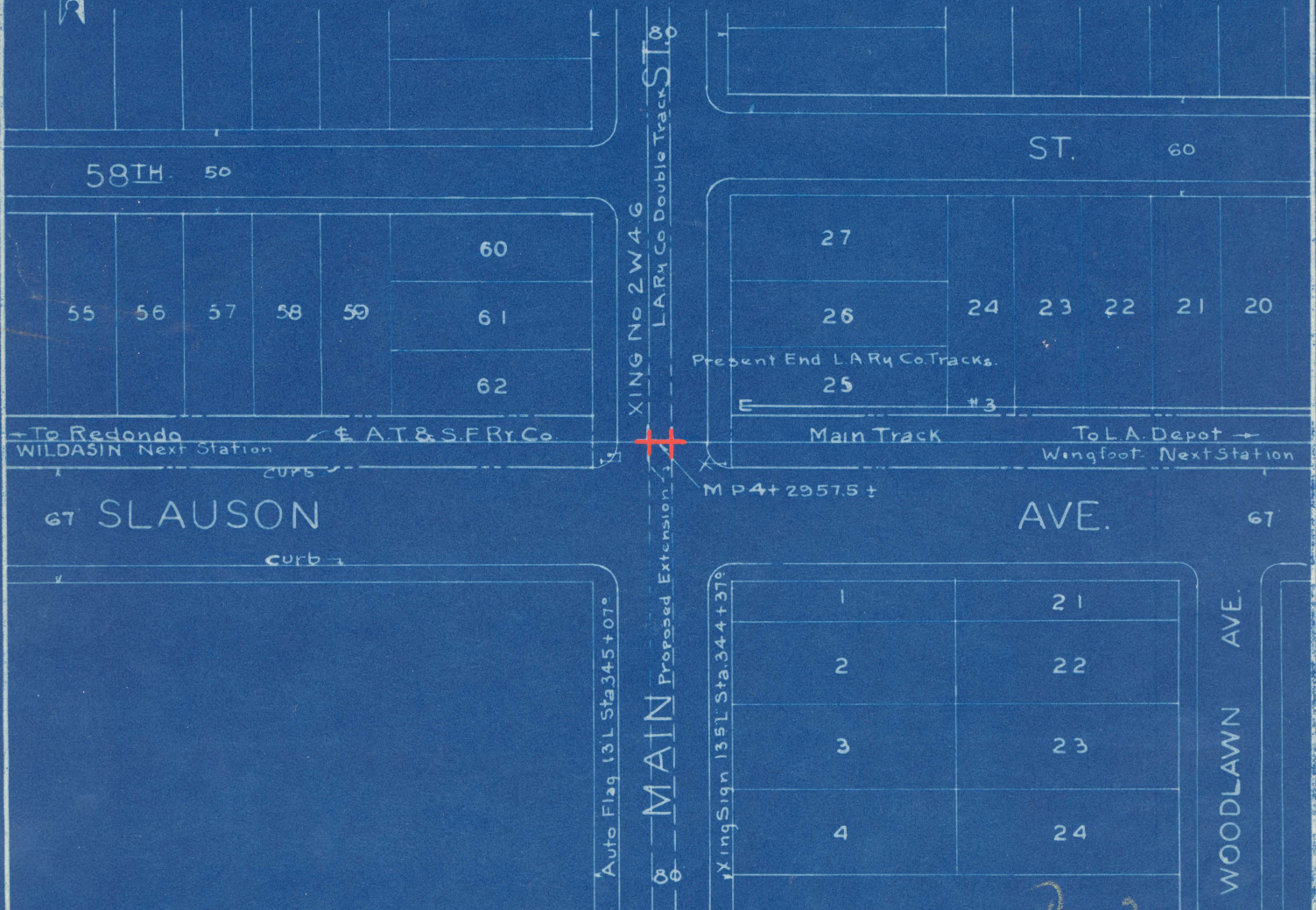
LOS ANGELES, CALIF.

M.C. BLANCHARD

JAN. 7TH 1931.

CHIEF ENGINEER

SCALE: 1 IN. TO 100 FT.



Description -

Proposed LARailway Co Double Crossing shown red

*Removed
 on 11/20/60
 in 1947*