



January 02, 2020
Folder: 03114-22

RICK TRICE
CITY OF SAGINAW
205 BRENDA LANE
SAGINAW TX 76179

Rick Trice:

Re: Supplemental Agreement for License Audit No. 291351 covering a 16 inch PVC sanitary sewer pipeline encased in a 42 inch steel pipeline crossing on Railroad property at Mile Post 604.78 on the Duncan Subdivision at or near Saginaw, Tarrant County, Texas

Attached is an original of the above referenced Supplemental License Agreement modifying the Basic Agreement (copy attached) by changing alignment and installation method.

Please print two copies, execute on your behalf and return ALL DOCUMENTS with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68137-1690 Attn: Craig Benson. Your copy of the fully-executed document will be returned to you, if approved by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents.

Payment, in the amount of \$2,000.00 is due and payable upon your execution of the agreement. Please include your check, **with Folder No. 03114-22 written on the front**, with the return of the documents. This Agreement will not be accepted by the Railroad Company until the initial payment is received. If you require formal billing, you may consider this letter as a formal bill.

In compliance with the Internal Revenue Service's policy regarding Form 1099, I certify that 94-6001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation.

Sincerely,

Craig Benson
Mgr II Real Estate Contracts - Real Estate
(402) 544-8620

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SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is entered into on the ____ day of _____, 20____, between **UNION PACIFIC RAILROAD COMPANY** ("Licensor") and **CITY OF SAGINAW**, a Texas municipal corporation, whose address is 205 Brenda Lane, Saginaw, Texas 76179 ("Licensee").

RECITALS:

By instrument dated 9/24/2018, Licensor and Licensee, or their predecessors in interest, entered into an agreement ("Basic Agreement"), identified as Audit No. 291351, at SAGINAW, TEXAS.

AGREEMENT:

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

Article 1. SUBSTITUTION OF PRINT.

The print dated January 02, 2020, attached hereto as Exhibit 'A', shall be and hereby is substituted for the print dated July 30, 2018, attached to the Basic Agreement, and from and after the effective date herein whenever the term Pipeline is used in the Basic Agreement, or any amendment or supplement thereto (if any), such reference shall be deemed to refer to the Pipeline as shown on Exhibit 'A', hereto attached.

Article 2. CONSENT TO WORK.

This Supplemental Agreement will serve as notification that the Railroad Company approves of your intentions to a 16 inch PVC sanitary sewer pipeline encased in a 42 inch steel pipeline crossing in accordance with Exhibit A.

Article 3. NOTICE OF COMMENCEMENT OF WORK / RAILROAD REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Railroad, by calling the Response Management Communication Center at (888) 877-7267 before commencing any work. In all other situations, the Licensee shall notify the Railroad at least ten (10) days (or such other time as the Railroad may allow) in advance of the commencement of any work upon property of the Railroad in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Wireline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial and any subsequent work with the following employee of Railroad or his or her duly authorized representative (hereinafter "Railroad Representative" or "Railroad Representative"):

Railpros Flagging
up.info@railpros.com
(877) 315-0513 x. 116

Larry H. Scott
MGR I SIGNAL MNTCE
5701 W VICKERY BLVD
FORT WORTH, TX 76107
Cell Phone: 817/307-5215

Article 4. EFFECTIVE DATE.

This Supplemental Agreement shall be effective as of _____.

Article 5. AGREEMENT SUPPLEMENT.

Nothing in this Supplemental Agreement shall be construed as amending or modifying the Basic Agreement unless specifically provided herein.

Article 6. ADMINISTRATIVE HANDLING CHARGE.

Upon execution and delivery of this Supplemental Agreement, the Licensee shall pay to the Licensor an administrative handling charge of **Two Thousand DOLLARS (\$2,000.00)**.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement as of the day and year first written.

UNION PACIFIC RAILROAD COMPANY

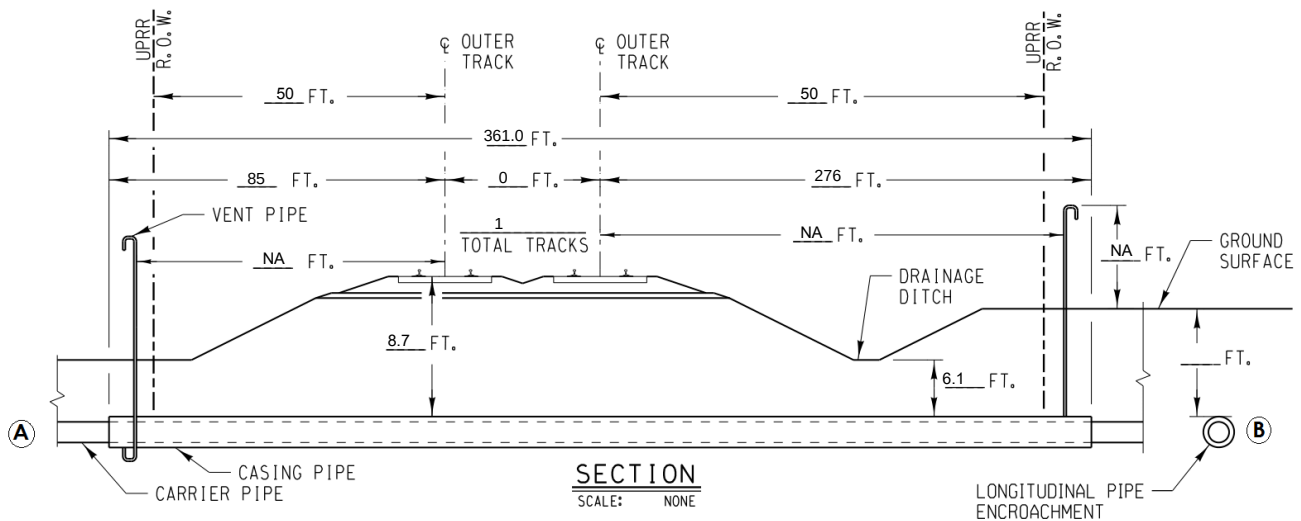
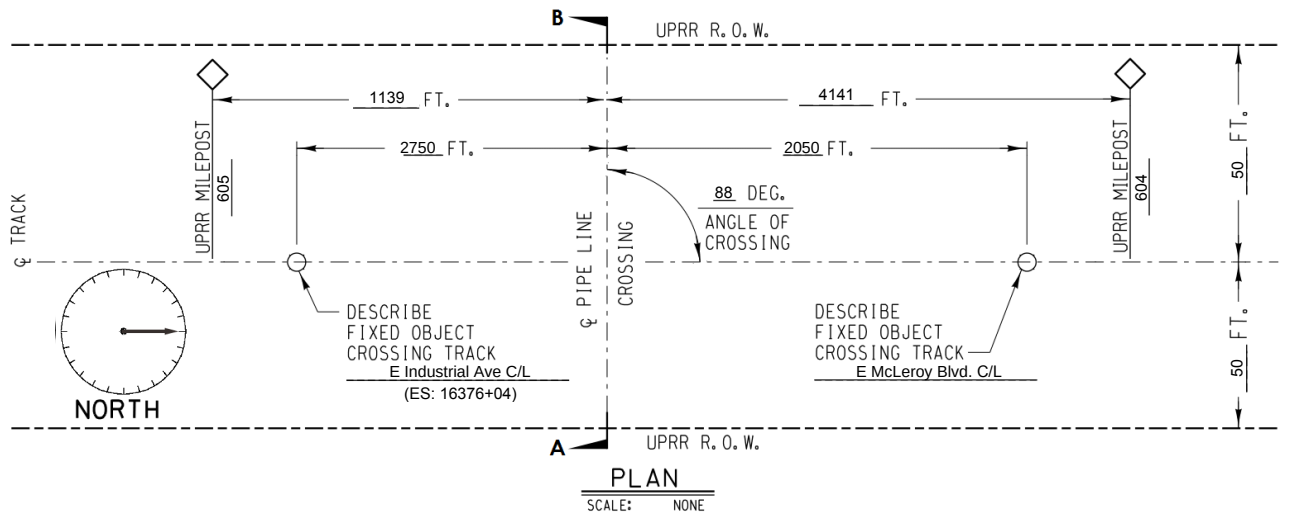
CITY OF SAGINAW

By: _____
Craig Benson
Mgr II Real Estate Contracts

By: _____
Name Printed: _____
Title: _____

NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING
☐ ENCROACHMENT
☐ BOTH



NOTES:

- 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
- 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION HAND TUNNELING
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL AWWA C-900 DR-18 PVC, IF RCP, CLASS V? NA
COMMODITY TO BE CONVEYED SANITARY SEWER,
OPERATIONAL PRESSURE 0 PSI, MAOP 0 PSI,
WALL THICKNESS (INCH)/ SCHEDULE 0.967, DIAMETER 16 IN.,
CATHODIC/COATING PROTECTION NO
- E) CASING MATERIAL STEEL PIPE, IF RCP, CLASS V? NA
TOTAL LENGTH CASING PIPE: 360 FT.,
WALL THICKNESS 0.625 IN. DIAMETER 42 IN.,
CATHODIC/COATING PROTECTION YES,
CASING PIPE IS OPEN AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF
BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
276 AND 85.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: Duncan Sub.

TRACK TYPE: MAINLINE

M.P.: 604.78

LAT.: 32.855483179187

E.S.M.: 16348+54

LONG.: -97.36040213588

NEAREST CITY: SAGINAW

COUNTY: TARRANT

STATE: TX

APPLICANT: CITY OF SAGINAW

FILE NO.: 0311422

DATE: 1/2/2020