

SOUTHERN PACIFIC COMPANY

(PACIFIC LINES)

STOCKTON, CALIFORNIA

IN REPLY PLEASE REFER TO

No.

323-4

G. E. GAYLORD,
SUPERINTENDENT

March 30, 1929

Ed. Fletcher Company
1020 - 9th Street
San Diego, California

Gentlemen:

On March 14th your representative Mr. C. O. Harbell of Patterson made application on your behalf for private road crossing leading to and from your property on both sides of our track approximately three and one-half miles Southwest of Patterson:

Since that time we understand that you are subdividing this property and that road will be used for ingress and egress by your tenants and buyers and may be considered in the nature of a public crossing. If this is a fact, a private road crossing agreement would not cover and you should make your application through the Railroad Commission.

Yours truly,


cc-Mr. C. O. Harbell
Patterson, California.April Sixth,
1929Southern Pacific Railroad,
Stockton,
California.

Attention Mr. G. E. Gaylord:

Dear Mr. Gaylord:

Answering yours of March thirtieth will say that you have been misinformed about a public road crossing.

I have sold none of my 160 acres paralleling with the railroad for nearly a mile and I want it for a private crossing exclusively.

Thanking you for your interest in the matter and if you want any references as to my responsibility I refer you to your President, Paul Shoup.

Yours truly,

EF:AK

SOUTHERN PACIFIC COMPANY

(PACIFIC LINES)

STOCKTON, CALIFORNIA

IN REPLY PLEASE REFER TO

No 323-4

G. E. GAYLORD,
SUPERINTENDENT

April 24, 1929.

Ed Fletcher Co.,
1020 Ninth St.,
San Diego, Calif.

Gentlemen:

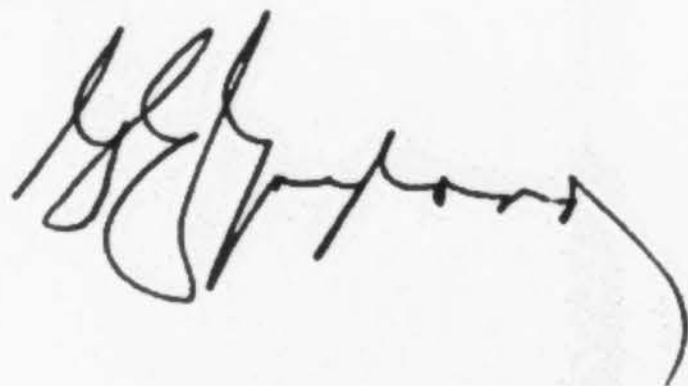
Since receipt of your letter of April 6th, in connection with proposed private road crossing leading to your property near Patterson, this matter has been given further consideration and it has been decided to enter into private road crossing agreement as desired by you.

Enclosed you will find duplicate counterparts of proposed agreement and I would thank you to kindly sign both counterparts on line provided for licensee, have your signature witnessed on line to the left and when this has been done return the document to me for like handling by this Company.

In investigating conditions at that point it is found that it will be necessary for us to install one additional private crossing sign and also to use approximately three or four yards of oil screenings to fill in between the rails, which cost will approximate \$15.00 and this expense is to be borne by you. In addition, one crossing gate will also be required but I understand that it will be furnished by your Company.

You, of course, understand this charge of \$15.00 is for the construction of the crossing and is in addition to the \$5.00 fee mentioned in the agreement, which is the fee now being charged in lieu of the former annual rental of \$1.00, and if this meets with your approval kindly favor me with your remittance in amount of \$20.00 when returning executed agreement.

Yours truly,



enc

April Twenty-seventh,
1 9 2 9Southern Pacific Company,
325 Fourth,
Stockton, Calif.

Attention Mr. J. E. Gaylord, Supt.

Dear Mr. Gaylord:

Answering yours of April twenty-fourth enclosed find check for \$20 with signed agreements.

I thank you for your cooperation and promptness in handling this matter.

Please return one signed copy at your convenience.

If you ever want to know anything about my responsibility you can find out through your President, Mr. Paul Shoup.

Yours truly,

EF:AK
Encls.

Duplicate

L-2441

SOUTHERN PACIFIC COMPANY—Pacific Lines

(10-31-27-1000 8-8317)
(Approved as to Form by General Solicitor)
(October 24, 1927.)

PRIVATE ROAD CROSSING AGREEMENT

This Agreement, made this **25th** day of **March** 19 **29**
by and between **SOUTHERN PACIFIC COMPANY**, a corporation, first party, hereinafter termed "Licensor",
and **Ed Fletcher, an individual doing business under the firm name**
of Ed Fletcher Company
second party, hereinafter termed "Licensee".

Witnesseth: WHEREAS, the Licensor is operating a railroad in the County of **Stanislaus**,
State of **California**, and

WHEREAS, the Licensee is in possession of lands adjacent to property of Licensor in said County opposite
engineer survey stations **ES. 5579+80** to -----
of
said railroad, and desires a private road crossing, in location as shown enclosed in red ink lines on blue print map
hereto attached and made a part hereof, upon said property.

NOW, THEREFORE, in consideration of the faithful performance of all covenants and agreements to be per-
formed by Licensee, as herein contained, Licensor hereby permits Licensee to construct, maintain and use said private
road crossing upon said property and/or over the said railroad, subject to the following terms and conditions:

1. Licensee hereby acknowledges the title of Licensor and its lessor in and to the premises described in this agreement and agrees never to assail or resist said title.
2. ~~As and for use of said premises, Licensee shall pay Licensor a rental of One (1) Dollar per year (or frac-~~
~~tional part of a year in the event of termination as hereinafter provided), payable annually in advance.~~
3. Licensee shall, at Licensee's sole cost and expense, under the supervision and to the satisfaction of the Licensor, maintain and keep said crossing in good repair, and shall keep said crossing and the flange ways thereof free and clear of all rubbish and debris.
4. Licensee shall, at Licensee's sole cost and expense, provide and erect such fence gates as may be designated by Licensor; said gates to be approved by Licensor and to be erected under its supervision and to its satisfaction, and the Licensee shall thenceforth maintain and keep said gates in good repair to the satisfaction of said Licensor.
5. Licensee shall at all times keep said gates closed and securely locked, except when said crossing is being actually used.
6. Licensee shall and hereby expressly agrees to indemnify and save harmless the Licensor and its lessor from and against any and all loss, cost or damage which Licensee or any person or persons may suffer or sustain by reason of the entry of live stock upon said property or railroad through said gates, and from any and all judgments which any person or persons may recover from Licensor by reason of any such loss or damage.
7. Licensee shall not assign or transfer this agreement in whole or in part without the written consent of Licensor first had and obtained, and shall not permit said crossing to be used by the public or by any person or persons except Licensee, Licensee's family, guests, tenants, employees and persons having business with Licensee, it being expressly understood and agreed that said crossing is a private one and is not intended for public use.
8. Licensee shall and hereby expressly agrees to indemnify and save harmless the Licensor and its lessor from and against any and all loss, damage, injury, cost and expense of every kind and nature, from any cause whatsoever, resulting directly or indirectly from the maintenance, presence or use of said crossing. Licensee expressly waives any and all claims arising from death or injury to Licensee.
9. A notice reading as follows:
"PRIVATE PROPERTY. PERMISSION TO PASS OVER REVOCABLE AT ANY TIME." shall be erected and maintained by, and at the sole cost and expense of, Licensee at each end of each road crossing covered by this agreement. Each said notice and its appurtenances shall be of a size and form designated by Licensor and shall be erected and maintained at a point designated by, and in a manner satisfactory to, Licensor; provided, however, that Licensor may itself erect and maintain any such notice, in which event Licensee agrees to reimburse Licensor from time to time the costs of such erection and maintenance on presentation of bills therefor.

SOUTHERN PACIFIC COMPANY
(PACIFIC LINES)
STOCKTON, CALIFORNIA

IN REPLY PLEASE REFER TO

NO. **2708**

May 11, 1929

G. E. GAYLORD,
SUPERINTENDENT

Mr. Ed Fletcher
1020- 9th Street
San Diego, California

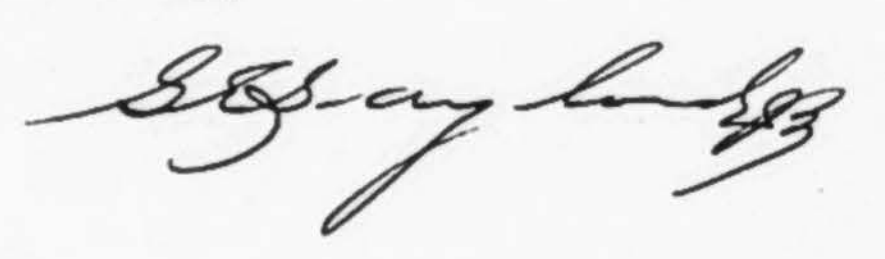
Dear Sir;

Herewith fully executed duplicate counterpart of private road crossing agreement dated March 25th, 1929, covering a private crossing leading to your property near Patterson, California.

The attached is for your file and reference and in order that I may know that document has reached your office, will you kindly acknowledge receipt?

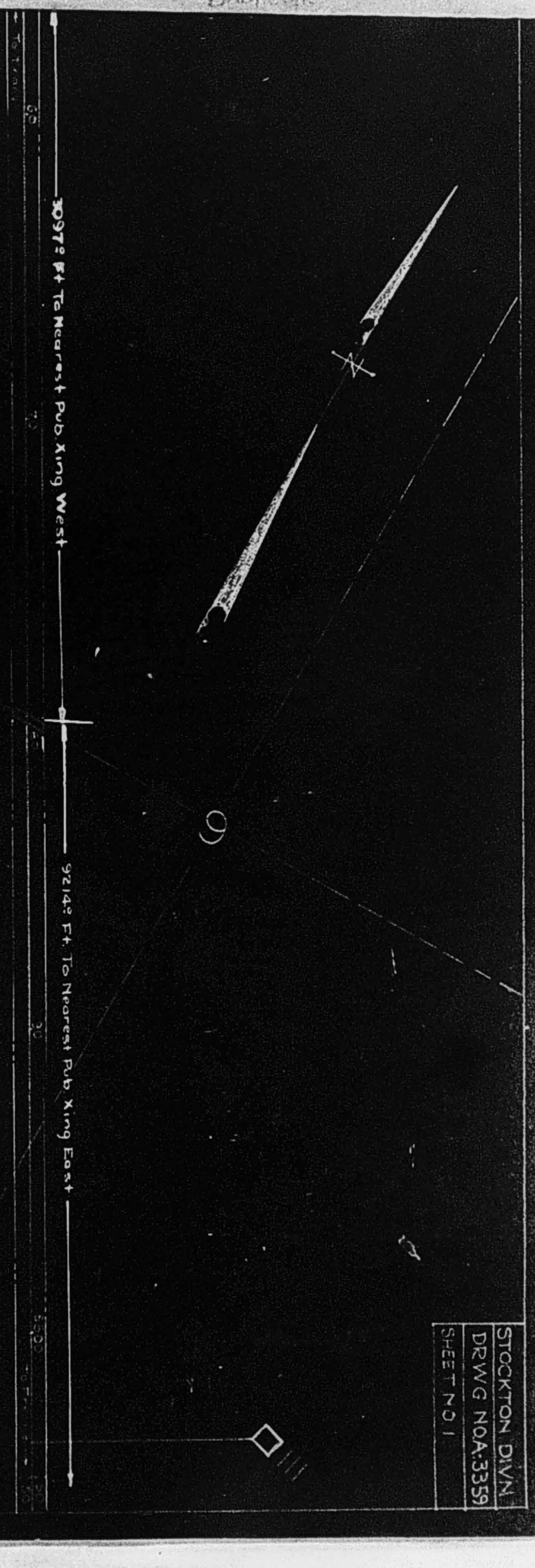
Enc.

Yours truly,



Handwritten notes and scribbles at the bottom left of the page.

STOCKTON DIVN
 DRWG NOA:3359
 SHEET NO 1



LEGEND
 — RED — PROPOSED KING
 — BROWN — R/W

SOUTHERN PACIFIC COMPANY
 DATED FOR LINES
 DATTERSON (EAST)
 PROPOSED PRIVATE ROAD LINES
 FOR C O HARRELL
 SCALE 1:400' CB F
 MAR 1925

PREPARED IN THE OFFICE OF SUPT STOCKTON

It is further understood and agreed:

10. That if Licensee shall fail, neglect or refuse to keep, observe or perform any of the conditions, covenants or agreements herein contained, the Licensor may terminate this agreement by written notice to the Licensee, and that thereupon all rights hereby given shall forthwith cease and determine.

11. That, anything to the contrary in this agreement notwithstanding, this agreement may be terminated by either party hereto by giving thirty (30) days' notice in writing to that effect, and upon the expiration of such notice all rights and privileges hereby given shall cease and determine.

The Licensee hereby covenants and agrees:

12. Licensee will not construct, alter or repair structures of any character upon the above-mentioned premises without the written consent of the Licensor first had and obtained, except necessary emergency repairs.

13. In the event such written consent is given, Licensee will not commence any construction, alteration or repair until fifteen (15) days after such written consent is given by Licensor.

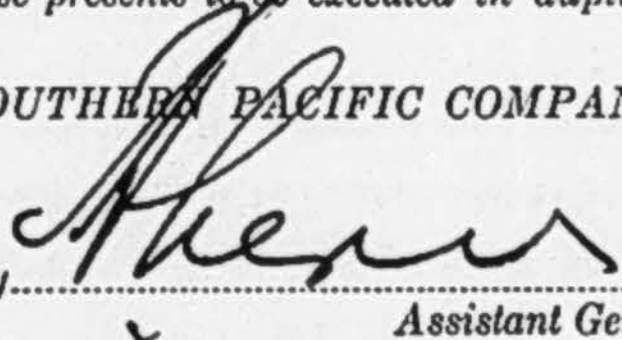
14. Licensee will fully pay for all materials joined or affixed to said premises, and pay in full all persons that perform labor upon said premises, and will not permit or suffer any mechanics' liens or materialmen's liens of any kind or nature to be enforced against said premises for any work done or materials furnished thereon at Licensee's instance or request.

15. That in case Licensor shall bring suit to compel performance of, or to recover for breach of, any covenant, agreement or condition herein written, Licensee shall and will pay to Licensor reasonable attorney fees in addition to the amount of judgment and costs.

16-Licensee shall pay to the Licensor the sum of \$5.00

In Witness Whereof, the parties hereto have caused these presents to be executed in duplicate the day and year first herein written.

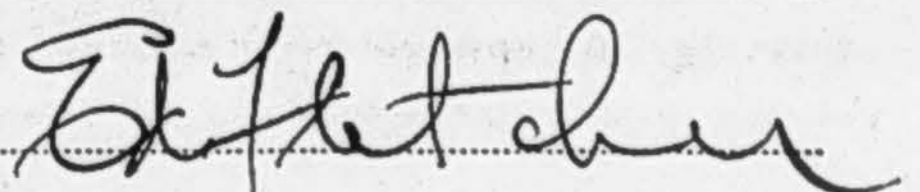
SOUTHERN PACIFIC COMPANY,

By  Assistant General Manager.

WITNESSED BY



An Individual ^(See Note) doing business ^{Licensee} under the firm name of Ed. Fletcher Company



Description Correct

Original Signed

F. M. Siefer

Div. Engineer

ed company, agreement should be executed by an authorized officer thereof and its seal affixed and attested by its Secretary, otherwise signatures should be witnessed by an employee of Licensor if practicable, if not, by a disinterested party.

September 3rd, 1929.

Southern Pacific Railroad Company
San Diego, California.

Gentlemen:

I return with this letter unused portion of ticket
#502, Southern Pacific Lines; Los Angeles to San
Francisco. I believe there is a rebate coming on
this. If so, please send it to me.

Yours very truly,

EF:GMF
Encl.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 26 Folder: 13

General Correspondence - Southern Pacific Company



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